



**Truro Board of Selectmen Meeting**  
**Tuesday, January 10, 2017**  
**Regular Board of Selectmen Meeting - 5:00pm**  
Truro Town Hall, 24 Town Hall Rd, Truro

**1. PUBLIC COMMENT**

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

**2. PUBLIC HEARINGS NONE**

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

**4. TABLED ITEMS NONE**

**5. BOARD OF SELECTMEN ACTION**

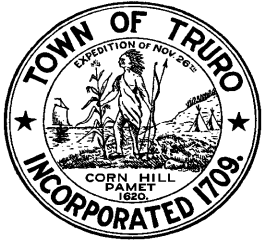
- A. Discussion of Board of Selectmen Comments  
Presenter: Paul Wisotzky, Chair
- B. Local Comprehensive Plan Committee Update  
Presenter: Paul Wisotzky, Chair
- C. Approval of Exemption by the Board of Selectmen-Jay Coburn Disclosure by Special Municipal Employee of Financial Interest in a Municipal Contract as Required by MGL Ch. 268A § 20(d)  
Presenter: Paul Wisotzky, Chair

**6. CONSENT AGENDA**

- A. Review/Approve and Authorize Signature:
  - 1. *None*
- B. Review and Approve Alcoholic Beverages Control Commission 2016 Annual Report
- C. Review and Approve Addendum to the Access Agreement by and between the Town of Truro and Lower Cape Community Access Television Inc (LCCAT)
- D. Review and Approve Regular Board of Selectmen Minutes – December 13, 2016, December 20, 2016

**7. SELECTMEN AND LIAISON AND TOWN MANAGER REPORTS**

**8. NEXT MEETING AGENDA: Tuesday, January 24**



# TOWN OF TRURO

## Board of Selectmen Agenda Item

**DEPARTMENT:** Administration

**REQUESTOR:** Rae Ann Palmer, Town Manager

**REQUESTED MEETING DATE:** January 10, 2017

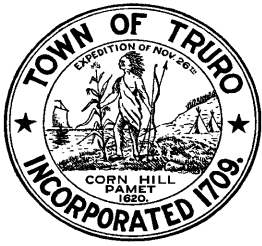
**ITEM:** Discussion of Board of Selectmen Comments

**EXPLANATION:** Chairman Wisotzky requested that this item be placed on the Agenda for a discussion about the appropriate time during a meeting for a Selectman to make comments that are unrelated to a Selectman's report.

**SUGGESTED ACTION:** *MOTION TO*

**ATTACHMENTS:**

1. None



# TOWN OF TRURO

## Board of Selectmen Agenda Item

**DEPARTMENT:** Administration

**REQUESTOR:** Rae Ann Palmer, Town Manager

**REQUESTED MEETING DATE:** January 10, 2017

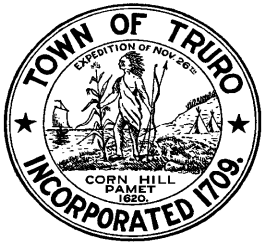
**ITEM:** Local Comprehensive Plan Committee Update

**EXPLANATION:** At the December 20<sup>th</sup> work session meeting, it was agreed that the Board would seek interested individuals for the Local Comprehensive Plan Committee. The Chair requested that this item be placed on the agenda for an update.

**SUGGESTED ACTION:** *MOTION TO*

**ATTACHMENTS:**

1. *None*



# TOWN OF TRURO

## Board of Selectmen Agenda Item

**DEPARTMENT:** Administration

**REQUESTOR:** Nicole Tudor, Executive Assistant, on behalf of Selectman Jay Coburn

**REQUESTED MEETING DATE:** January 10, 2017

**ITEM:** Approval of the Disclosure by a Special Municipal Employee of Financial Interest in a Municipal Contract

**EXPLANATION:** In accordance with State Ethics laws, a Special Municipal Employee must make full disclosure of a financial interest in a municipal contract and receive a written acceptance from the responsible official, in this instance the Board of Selectmen. Selectman Coburn, Executive Director of the Community Development Partnership (CDP), is disclosing a financial interest with a CDP contract for Community Development Block Grant for Housing Rehabilitation Programs in Truro, Wellfleet and Provincetown. As you may recall, utilizing a competitive RFP process, the Town hired Bailey Boyd and Associates to implement the grant which consists of childcare and housing rehabilitation components. On December 15, 2016 the Lower Cape Cod Community Development Corporation d/b/a Community Development Partnership (CDP) was awarded, through a competitive process, a contract to provide program administration services for the Housing Rehabilitation Program. Selectman Coburn is therefore disclosing his financial interest.

**IMPACT IF NOT APPROVED:** There would be a conflict of interest violation with the State Ethics Laws.

**SUGGESTED ACTION:** *MOTION TO approve the 268A§ 20(d) exemption filed with the Town by Board of Selectmen member, Jay Coburn and to authorize the Chair to sign.*


**ATTACHMENTS:**

1. Disclosure by Special Municipal Employee of Financial Interest in a Municipal Contract as required by GL c. 268A § 20(d)

**DISCLOSURE BY SPECIAL MUNICIPAL EMPLOYEE  
OF FINANCIAL INTEREST IN A MUNICIPAL CONTRACT  
AS REQUIRED BY G. L. c. 268A, § 20(d)**

<b>SPECIAL MUNICIPAL EMPLOYEE INFORMATION</b>	
Name of <b>special municipal employee</b> :	Jay H. Coburn
Put an X beside one statement.	<p>I am a <b>special municipal employee</b> because:</p> <p><input checked="" type="checkbox"/> I am a selectman in a town with a population of 10,000 or fewer people;</p> <p><input type="checkbox"/> I am not a mayor, alderman or city councilor, and</p> <p><input type="checkbox"/> I serve in a municipal position for which <b>no compensation</b> is provided, or</p> <p><input type="checkbox"/> I earned <b>compensation for fewer than 800 hours</b> in the preceding 365-day period, or</p> <p><input type="checkbox"/> By the classification of my position by my municipal agency or by the terms of a contract or my conditions of employment, I am <b>permitted to have personal or private employment during normal business hours</b>.</p> <p><input type="checkbox"/> I work for a company or organization which has a contract with a municipal agency, and I am a <b>"key employee"</b> because the contract identifies me by name or it is otherwise clear that the municipal is contracting for my services in particular, and the <b>contract states that I am a special municipal employee or indicates that I meet one of the three requirements listed above</b>.</p>
Title/ Position	Select Board Member, Board of Selectmen
<b>Fill in this box if it applies to you.</b>	If you are a special municipal employee because a municipal agency has contracted with your company or organization, please provide the name and address of the company or organization.
Municipal Agency/ Department:	<b>This is "my Municipal Agency."</b>  Board of Selectmen, Town of Truro
Agency Address:	<b>Town of Truro 24 Town Hall Road Truro, MA 02666</b>
Office phone:	508-349-7004
Office e-mail:	
	<b>Check one:</b> <input checked="" type="checkbox"/> <b>Elected</b> or <input type="checkbox"/> <b>Non-elected</b>
Starting date as a special municipal employee.	May 9, 2012

<p><b>BOX # 1</b></p> <p>Select either <b>STATEMENT #1</b> or <b>STATEMENT #2</b>.</p> <p><b>Write an X by your financial interest.</b></p>	<p><b>ELECTED SPECIAL MUNICIPAL EMPLOYEE</b></p> <p>I am an <b>elected special municipal employee</b>.</p> <p><input type="checkbox"/> <b>STATEMENT #1:</b> I had a financial interest in a contract made by a municipal agency <b>before</b> I was elected to a compensated special municipal employee position. I will continue to have this financial interest in a municipal contract.</p> <p><input checked="" type="checkbox"/> <b>STATEMENT #2:</b> I will have a <b>new</b> financial interest in a contract made by a municipal agency.</p> <p><b>My financial interest in a contract made by a municipal agency is:</b></p> <p><input type="checkbox"/> A compensated, non-elected position with a municipal agency.</p> <p><input type="checkbox"/> A contract between a municipal agency and myself.</p> <p><input type="checkbox"/> A financial benefit or obligation because of a contract that a municipal agency has with another person or with a company or organization.</p> <p><input checked="" type="checkbox"/> Other work because a municipal agency has a contract with my company or organization and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the municipal is contracting for my services in particular.</p>
<p><b>BOX #2</b></p> <p>Select either <b>STATEMENT #1</b> or <b>STATEMENT #2</b>.</p> <p><b>Write an X by your financial interest.</b></p>	<p><b>NON-ELECTED SPECIAL MUNICIPAL EMPLOYEE</b></p> <p>I am a <b>non-elected special municipal employee</b> (compensated or uncompensated).</p> <p><input type="checkbox"/> <b>STATEMENT #1:</b> I had a financial interest in a contract made by a municipal agency, other than an employment contract, <b>before</b> I took a non-elected, compensated special municipal employee position. I will continue to have this financial interest in a municipal contract.</p> <p><b>My financial interest in a contract made by a municipal agency is:</b></p> <p><input type="checkbox"/> A contract between a municipal agency and myself, but not an employment contract.</p> <p><input type="checkbox"/> A financial benefit or obligation because of a contract that a municipal agency has with another person or with a company or organization.</p> <p><b>OR</b></p> <p><input type="checkbox"/> <b>STATEMENT #2:</b> I will have a <b>new</b> financial interest in a contract made by a municipal agency.</p> <p><b>My financial interest in a contract made by a municipal agency is:</b></p> <p><input type="checkbox"/> A compensated, non-elected position with a municipal agency.</p> <p><input type="checkbox"/> A contract between a municipal agency and myself.</p> <p><input type="checkbox"/> A financial benefit or obligation because of a contract that a municipal agency has with another person or with a company or organization.</p> <p><input type="checkbox"/> Other work because a municipal agency has a contract with my company or organization and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the municipal is contracting for my services in particular.</p>
<p>Name and address of municipal agency that made the contract</p>	<p><b>FINANCIAL INTEREST IN A MUNICIPAL CONTRACT</b></p> <p>This is the "contracting agency."</p> <p><b>Board of Selectmen Town of Truro 24 Town Hall Road Truro, MA 02666</b></p>
<p>Write an X to confirm this statement.</p>	<p><input checked="" type="checkbox"/> In my work as a special municipal employee for my Municipal Agency, I <b>participate in or have official responsibility for activities of the contracting agency.</b></p>

<p><b>FILL IN THIS BOX OR THE NEXT BOX</b></p>	<p><b>ANSWER THE QUESTION IN THIS BOX IF THE CONTRACT IS BETWEEN THE MUNICIPAL AGENCY AND YOU.</b></p> <p>- Please explain what the contract is for.</p>
	<p><b>ANSWER THE QUESTIONS IN THIS BOX IF THE CONTRACT IS BETWEEN THE MUNICIPAL AGENCY AND ANOTHER PERSON OR ENTITY</b></p> <p>The Town of Truro is the recipient of a Community Development Block Grant for Housing Rehabilitation Programs in Truro, Wellfleet and Provincetown. On December 15<sup>th</sup> 2016 the Lower Cape Cod Community Development Corporation d/b/a Community Development Partnership (CDP) was awarded, through a competitive process, a contract to serve as a Consultant to provide program administration services for the Housing Rehabilitation Program.</p> <p>I serves as Executive Director of the CDP and have overall management responsibility for the delivery of services described in the contract.</p>
<p>What is your financial interest in the municipal contract?</p>	<p>- Please explain the financial interest and include the dollar amount if you know it.</p> <p>The contract provides \$93,812 to the CDP for program administration (staff salaries and expenses). None of these funds will be used for my salary or benefits as Executive Director of the CDP.</p>
<p>Date when you acquired the financial interest</p>	<p>December 15, 2016</p>
<p>What is the financial interest of your immediate family?</p>	<p>- Please explain the financial interest and include the dollar amount if you know it.</p> <p>None</p>
<p>Date when your immediate family acquired the financial interest</p>	
<p>Employee signature:</p>	
<p>Date:</p>	<p>January 4, 2017</p>

**SEE NEXT PAGE FOR APPROVAL  
BY CITY COUNCIL, BOARD OF ALDERMEN,  
BOARD OF SELECTMEN. TOWN COUNCIL,  
OR DISTRICT PRUDENTIAL COMMITTEE**

**APPROVAL OF EXEMPTION  
BY THE CITY COUNCIL, BOARD OF ALDERMEN, BOARD OF SELECTMEN,  
TOWN COUNCIL OR DISTRICT PRUDENTIAL COMMITTEE**

Name:	<b>Paul Wistozky</b>
Name of approving body:  <b>Write an X by one selection.</b>	<input type="checkbox"/> <b>City Council</b> <input type="checkbox"/> <b>Board of Aldermen</b> <input checked="" type="checkbox"/> <b>Board of Selectmen</b> <input type="checkbox"/> <b>Town Council</b> <input type="checkbox"/> <b>District Prudential Committee</b>
Title/ Position	<b>Chair, Board of Selectmen</b>
Agency Address:	<b>Town of Truro 24 Town Hall Road Truro, MA 02666</b>
Office phone:	<b>508-349-7004 ext. 10</b>
<b>APPROVAL OF § 20(d) EXEMPTION</b>	
	We have received a disclosure under G.L. c. 268A, § 20(d) from a special municipal employee who seeks to have a financial interest in a contract made by a municipal agency of this city or town. We understand that the special municipal employee participates in, or has official responsibility for, activities of the municipal agency that made the contract. We approve this exemption under § 20(d) regarding the financial interest identified by the special municipal employee.
Signature:	On behalf of the Council, Board or Committee identified above, I sign this approval.
Date:	

**Attach additional pages if necessary.**

**File your completed, signed, approved Disclosure with the city or town clerk.**





# TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

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

## 6. CONSENT AGENDA

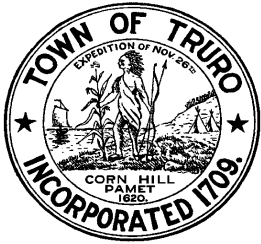
A. Review/Approve and Authorize Signature:

*1. None*

B. Review and Approve Alcoholic Beverages Control Commission 2016 Annual Report

C. Review and Approve Addendum to the Access Agreement by and between the Town of Truro and Lower Cape Community Access Television Inc (LCCAT)

D. Review and Approve Regular Board of Selectmen Minutes – December 13, 2016, December 20, 2016



# TOWN OF TRURO

## Board of Selectmen Agenda Item

**DEPARTMENT:** Administration/Licensing

**REQUESTOR:** Nicole Tudor, Executive Assistant

**REQUESTED MEETING DATE:** January 10, 2017

**ITEM:** Review and Approval of the 2016 ABCC (Alcoholic Beverages Control Commission) Annual report

**EXPLANATION:** In accordance with Chapter 138 § 10A of the Massachusetts General Laws, every city and town in the Commonwealth that issues retail alcohol licenses must submit Annual Reports for Alcoholic Beverage Licenses issued from their respective towns including the total numbers of licenses, fees, revenue generated and notice of any violations.

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

**IMPACT IF NOT APPROVED:** It can be postponed until the meeting of January 24th for further research if need be. But ultimately per MGL must be submitted to the State prior to the February 15<sup>th</sup>, 2017.

**SUGGESTED ACTION:** *MOTION TO approve the 2016 Annual Alcoholic Beverages Control Commission report for submission to the State.*

**ATTACHMENTS:**

1. 2016 Annual ABCC Report
2. 2016 ABCC Notice for the Annual Report



# TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

## Licensing Department

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

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

January 10, 2017

The Alcoholic Beverage Control Commission  
 ATT: Ryan Melville  
 Licensing Supervisor  
 239 Causeway Street, 1st Floor  
 Boston, MA 02114

In accordance with Chapter 138 § 10A of the Massachusetts General Laws, we submit our 2016 Annual Report for Alcoholic Beverage Licenses issued in the Town of Truro:

### Annual Report for 2016

<u>Class of Licenses</u>	<u>Number Issued</u>	<u>Fee set</u>	<u>Revenue Collected</u>
<b>All Alcoholic Beverages - Restaurants</b>			
Annual <i>Montano's</i>	1	\$1,650.00	<b>\$1,650.00</b>
Seasonal <i>Terra Luna, Top Mast, Whitman House, Blackfish, Highland Light Cafe</i>	5	\$1,650.00	<b>\$8,250.00</b>
<b>All Alcoholic Beverages - Package Stores</b>			
Annual <i>Salt Market, Pamet Valley</i>	2	\$1,650.00	<b>\$3,300.00</b>
Seasonal <i>Fullers</i>	1	\$1,650.00	<b>\$1,650.00</b>
<b>All Alcoholic Beverages – General on Premises</b>			
Annual	0	\$1,650.00	<b>\$0.00</b>
Seasonal <i>Beach Point Health S. Club</i>	1	\$1,650.00	<b>\$1650.00</b>
<b>Wine &amp; Malt – General on Premises</b>			
Annual	0	\$1,350.00	\$0.00
Seasonal <i>Payomet Theater</i>	1	\$1,350.00	<b>\$1,350.00</b>
<b>Wine &amp; Malt - Restaurants</b>			
Annual	0	\$1,350.00	\$0.00
Seasonal <i>Captain's Choice</i>	1	\$1,350.00	<b>\$1,350.00</b>
<b>Wine &amp; Malt - Package Stores</b>			
Annual	0	\$1,350.00	\$0.00
Seasonal <i>Jams</i>	1	\$1,350.00	<b>\$1,350.00</b>

<b>Class of Licenses</b>	<b>Number Issued</b>	<b>Fee set</b>	<b>Revenue Collected</b>
<b>Club</b>	0	\$200.00	\$0.00
<b>Farm Winery Pouring License</b>	1	\$200.00	<b>\$200.00</b>
<b>Farm Distillery Pouring License</b>	1	\$400.00	<b>\$400.00</b>
<i>Truro Vineyards</i>			
<b>Special (One Day) All Alcoholic Beverages:</b>	5	\$50.00	<b>\$125.00*</b>
*The Local Authorities waive a portion of the fee for non-profit organizations that benefit its citizens, either educationally or culturally.			
<b>Special (One Day) Wine and Malt:</b>	18	\$25.00	<b>\$225.00*</b>
*The Local Authorities waive a portion of the fee for non-profit organizations that benefit its citizens, either educationally or culturally.			
<b>Special (One Day) Wine Only:</b>	2	\$25.00	<b>\$25.00*</b>
*The Local Authorities waive a portion of the fee for non-profit organizations that benefit its citizens, either educationally or culturally.			
<b>Farmers' Market License</b>	0	\$25.00	\$0.00
<b>Total Revenue</b>			<b><u>\$21,525.00</u></b>

There were no violations in 2016.

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Paul Wisotzky, Chair

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Jan Worthington, Vice-Chair

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Jay Coburn, Clerk

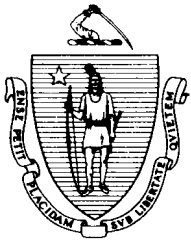
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Maureen Burgess

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Robert Weinstein

Board of Selectmen/Local Licensing Authorities  
Town of Truro



Commonwealth of Massachusetts  
Department of the State Treasurer  
Alcoholic Beverages Control Commission  
239 Causeway Street  
Boston, MA 02114  
Telephone: (617) 727-3040  
Fax: (617) 727-1510

Consent Agenda Item: 6B2

**Deborah B. Goldberg**  
*Treasurer and Receiver General*

**Kim S. Gainsboro, Esq.**  
*Chairman*

To: Town Administrator/Local Licensing Authority  
From: Alcoholic Beverages Control Commission  
Date: December 22, 2016

**RE: ANNUAL REPORT for Calendar Year 2016**

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Dear Town Administrator/Local Licensing Authority:

I would like to offer a reminder to you that your annual report to the Alcoholic Beverages Control Commission ("ABCC").

As you know, state law requires each local licensing authority to file with the ABCC an annual report on or before February 15 that follows the conclusion of the calendar/license year. The contents of this report are specified in the state law, M.G.L. Ch. 138 §10A, which requires you to file this report.

Your annual report must contain only the following:

1. The **number of licensees** of each class granted;
2. The **established schedule of fees** for all classes of licenses;
3. The **revenue generated** from these licenses;
4. A **list of all violations** of the law by licensees, which came to your attention; and,
5. Your **actions and findings** regarding those violations.

The ABCC reviews these reports to assist in fulfilling its function of reporting on the conduct and condition of traffic in alcoholic beverages during the calendar year, developing recommendations for legislation that may be necessary or desirable for the better regulation and control of the traffic in alcoholic beverages and for the promotion of temperance in the use of alcoholic beverages.

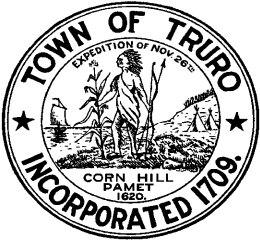
To this end, your attention and cooperation in filing your annual reports on time is greatly appreciated. **Reports need to be received on or before February 15, 2017. If you do not file your report, you will not be in compliance with the law.**

Respectfully yours,

*Ralph Sacramone*

Ralph Sacramone  
Executive Director

*\*Please note if you choose to send the report by facsimile, please send to 617-727-1510. If you would rather send by e-mail to [phathaway@tre.state.ma.us](mailto:phathaway@tre.state.ma.us) or by mail, please address it to the Alcoholic Beverages Control Commission, 239 Causeway Street, 1<sup>st</sup> floor, Boston, MA 02114, to the attention of Patricia Hathaway.*



# TOWN OF TRURO

## Board of Selectmen Agenda Item

**DEPARTMENT:** Administration

**REQUESTOR:** Noelle Scoullar, Executive Assistant, on behalf of Teresa Martin, Lower Cape TV

**REQUESTED MEETING DATE:** January 10, 2017

**ITEM:** Addendum to the Access Agreement by and between the Town of Truro and Lower Cape Community Access Television Inc (LCCT)

**EXPLANATION:** This is an addendum to the contract with Lower Cape Community Access Television to renew the agreement for a period of three (3) years commencing on December 15, 2016 through December 15, 2020, under the terms and conditions contained within said agreement or as previously amended. This is the final renewal allowed in the original contract.

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

**IMPACT IF NOT APPROVED:** The Town will cease to have a current agreement with LCCT.

**SUGGESTED ACTION:** *MOTION TO* approve the addendum to the Agreement by and between the Town of Truro and Lower Cape Community Access Television Inc. to renew said agreement for a period of three (3) years commencing on December 15, 2016 through December 15, 2020.

**ATTACHMENTS:**

1. Addendum
2. Agreement

**ADDENDUM TO THE ACCESS AGREEMENT  
BY AND BETWEEN THE TOWN OF TRURO AND LOWER CAPE  
COMMUNITY ACCESS TELEVISION INC (LCCT)**

WHEREFORE, the Town of Truro (hereinafter referred to as "The Town") and Lower Cape Community Access Television, Inc. (hereinafter referred to as "LCCAT:") entered into an Access Agreement on December 14, 2010; and

WHEREFORE, the parties desire to renew the Agreement for a period of three (3) years, it is herein agreed to as follows:

The Town and LCCAT agree to renew the aforementioned Access Agreement for a period of three (3) years commencing on December 15, 2016 through December 15, 2020, under the same terms and conditions contained therein.

TOWN OF TRURO

LOWER CAPE COMMUNITY ACCESS TV, INC

Board of Selectmen  
Truro Town Hall  
24 Town Hall Road  
Truro MA 02666

Larry Greeley, President  
Lower Cape Community Access TV Inc  
PO Box 1661  
North Eastham MA 02651

Cc: Town Administrator  
Truro Town Hall  
24 Town Hall Road  
Truro MA 02667

IN WITNESS WHEREOFF, the parties have executed this Agreement as a sealed instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2016

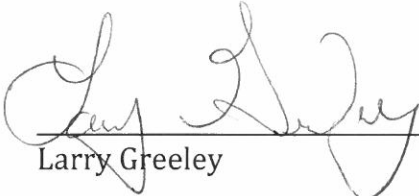
TOWN OF TRURO

LOWER CAPE COMMUNITY ACCESS TV INC

By Board of Selectmen

By its President (as authorized)

\_\_\_\_\_  
Paul Wisotzky, Chair

  
\_\_\_\_\_  
Larry Greeley

\_\_\_\_\_  
Maureen Burgess

\_\_\_\_\_  
Jay Coburn

\_\_\_\_\_  
Robert Weinstein

\_\_\_\_\_  
Janet Worthington



**SAMPLE AGREEMENT**  
**BY AND BETWEEN**  
**THE TOWN OF TRURO**  
**AND**  
**LOWER CAPE COMMUNITY**  
**ACCESS TELEVISION, INC.**

This Agreement is made this 15th day of December, 2016 by and between the Town of Truro, Massachusetts, a municipal corporation, (hereinafter also referred to as the “Town”) acting through its Board of Selectmen (also referred to as the “Issuing Authority” in the cable license with Comcast of Massachusetts Inc.), and Lower Cape Community Access Television, Inc. (hereinafter also referred to as “LCCAT”), a nonprofit corporation duly established under the laws of the Commonwealth of Massachusetts, who agree as follows:

**RECITALS:**

**WHEREAS**, the Town of Truro (hereinafter also referred to as the “Town”) granted a Cable Television Renewal License (“Renewal License”) to Comcast of Massachusetts, Inc. (hereinafter also referred to as “Comcast”) for a Renewal Term from February 1, 2010 through January 31, 2020 with possible 10 year renewals. (References to Comcast in this Agreement shall apply to any and all transferees or successors to Comcast);

**WHEREAS**, the respective cable television license referenced above provides to the Town and its residents certain Public, Educational and/or Government (“PEG”) Access Channels together with funding and support to the Town and/or its designee for PEG Access operations, facilities and equipment.

**WHEREAS**, because the Town currently plans to manage, operate and program its Government Access Channel, it has decided to contract with a non-profit Access corporation for:

**Access Agreement Between Town of Truro & Lower Cape Community Access Television, Inc.**

(i) the management, operation and programming of a Public Access Channel shared by the 5 Towns; and (ii) the provision of Access equipment, and training in support of said equipment for Educational Access Programming at Nauset Regional High School for use at the Educational Access Studio/Facility at the Nauset Regional High School; and (iii) the cablecasting of educational programming provided by any of the schools in any of the five towns over the Educational Access Channel provided to the 5 Towns by the cable licensee.

**WHEREAS**, LCCAT has expressed an interest in providing: (i) Public Access programming, services, facilities and equipment to Truro Access Users; and (ii) the provision, as reasonably determined by LCCAT, of Access equipment, and training in support of said equipment for Educational Access Programming exclusively at the Nauset Regional High School for use at the Educational Access Studio/Facility at the Nauset Regional High School; and (iii) the cablecasting of educational programming provided by any of the schools in any of the five towns over the Educational Access Channel provided to the 5 Towns by the cable licensee;

**WHEREAS**, the parties recognize and agree that LCCAT will be providing similar Public and Educational Access services, facilities, equipment and/or support to and for the other LCCAT Towns which enter into an Access Agreement with LCCAT, and that the residents and organizations/institutions of those LCCAT Towns will also be provided such Access services, facilities, equipment and/or support by and through LCCAT. (As such, unless otherwise specified, a reference to “Access Users” in this Agreement shall, as defined in Section 1 below, mean an access user from any one of the following Towns, in addition to the Town of Truro, that has entered into an agreement with LCCAT: Brewster, Eastham, Orleans, and Wellfleet); and

**WHEREAS**, the Town, pursuant to and consistent with its authority as a municipal corporation and a cable franchising/licensing authority under applicable federal and state law, and the provisions of Article 6 of the License, enters into this Agreement for the provision by LCCAT of Public and Educational Access programming, services, facilities and equipment to Truro Access Users, pursuant to its terms and applicable law, subject to LCCAT entering into substantially similar access agreements with the Towns of Brewster, Eastham, Orleans and Wellfleet.

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**NOW THEREFORE**, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

**SECTION 1. DEFINITIONS**

“Cable Licensee” or “Licensee” - shall mean Comcast of Massachusetts, Inc., or any successor or transferee in accordance with the terms and conditions in the Renewal License.

“LCCAT Towns” – shall mean the Town of Truro and any of the following Towns which enter into Access Agreements substantially similar to the subject Agreement with LCCAT; Towns of Brewster, Eastham, Orleans, and Wellfleet.

“LCCAT Access Users” or “Access Users” – shall mean the persons who are residents of, or individuals associated with organizations or institutions in, the LCCAT Towns, who have complied with and have successfully completed the reasonable membership and training requirements of LCCAT.

“Town” – The Town of Truro, Massachusetts. Unless otherwise required by this Agreement or applicable law or regulations, any actions on behalf of the Town under or pursuant to this Agreement may be taken by the Board of Selectmen.

“Truro Access Users” – shall mean (i) persons who are residents of, or individuals associated with organizations or institutions in, the Town of Truro, who have complied with and have successfully completed the reasonable membership and training requirements of LCCAT, (ii) the Town of Truro, and (iii) its officials and employees, but all subject to any training requirements of LCCAT.

Unless they are otherwise used or defined in this Agreement, terms shall have the meanings used in the February 1, 2010 Cable Television Renewal License Granted to Comcast of Massachusetts I, Inc. by the Board of Selectmen of the Town of Truro.

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**SECTION 2. PURPOSE OF AGREEMENT**

The purpose of this Agreement is the provision and/or support of Public and Educational Access programming, services, facilities and equipment, pursuant to the terms of this Agreement and applicable law.

**SECTION 3. AGREEMENT EFFECTIVE ONLY UPON LCCAT AND THE TOWNS OF BREWSTER, ORLEANS, EASTHAM, TRURO AND WELLFLEET ENTERING SUBSTANTIALLY SIMILAR ACCESS AGREEMENTS**

This Agreement shall not be legally effective upon either party until LCCAT enters into substantially similar access agreements with the Towns of Brewster, Eastham, Orleans and Wellfleet.

**SECTION 4. TERM**

(a) The Agreement shall be for a term, commencing on December 15, 2017 (subject to the requirement of Section 3 above) and running through and until December 15, 2020, unless earlier terminated as provided herein. This Agreement may be extended by a written instrument signed by the authorized representative(s) of both parties.

(b) LCCAT shall, by January 1, 2017, give the Board of Selectmen written notice of its request to renew this Agreement for an additional term. In response to a written notice of request to renew from LCCAT, the Board of Selectmen shall, within sixty days (60) days of receipt of said notice, provide a written response telling LCCAT whether it is willing to renew this Agreement. If, as evidenced by the written notices of LCCAT and a written response of the Board of Selectmen, both parties are interested in renewing this Agreement, the parties shall negotiate to see if an agreement (including any new terms) can be reached to renew it on terms agreeable to both parties.

**SECTION 5. SCOPE OF SERVICES – PUBLIC ACCESS PROGRAMMING, SERVICES, FACILITIES AND EQUIPMENT**

LCCAT shall provide Public Access programming services, facilities and equipment to the Town of Truro and Truro Access Users in a manner consistent with the funds provided to

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LCCAT pursuant to this Agreement, the reasonable availability of access personnel, contractors and volunteers, and in accordance with applicable law and the operation of a Section 501(c)(3) tax exempt organization. For the Public Access Channel, LCCAT shall be responsible for the provision of programming including, but not limited to programming produced by its members/producers and programming produced or otherwise recorded or sponsored by or for LCCAT. The services, facilities and equipment provided by LCCAT shall be provided to Truro Access Users on a non-discriminatory basis. All Access programming shall require an LCCAT sponsor, either an LCCAT member or LCCAT itself. The Public Access programming, services, facilities and equipment shall, consistent with the funds available to LCCAT, include the following responsibilities:

- (a) Schedule, operate and maintain the Public Access Channel (hereinafter also referred to as the “Access Channels” provided in accordance with the respective cable licenses;
- (b) Ensure that all programming on the Public Access Channel shall comply with applicable laws and regulations;
- (c) Responsibly manage the annual funding, including the funding provided pursuant to this Access Agreement, provided to and raised by LCCAT;
- (d) Operate and maintain a Public Access studio and purchase and/or lease equipment with the funds, including the funding provided pursuant to Section 7 below, provided to and raised by LCCAT;
- (e) Conduct outreach and recruitment efforts and activities to increase membership and Access Users;
- (f) Conduct training programs in the skills necessary to produce quality Public Access programming. Training programs shall be both regularly scheduled and by appointment, as reasonably determined by LCCAT;
- (g) Provide technical assistance to Access Users by using LCCAT staff and volunteers;
- (h) Provide access to production and post-production equipment for Access Users;
- (i) Establish rules, procedures and guidelines (including written Access User agreements, which shall be required for all Access Users) for use of the Public Access Channel, facilities and equipment;

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- (j) Effectuate and support the production and promotion of educational, cultural and informational programming; and encourage and develop local origination programming.;
- (k) Maintenance and repair of all LCCAT facilities and equipment, regardless of where located;
- (l) At the timely request of the Board of Selectmen or the Town Administrator, provide to the extent available and at no cost to the Town, on a “DVD” (or other appropriate media) a recorded copy of a Public Access program cablecast by LCCAT;
- (m) Accomplish, as necessary and appropriate, other tasks relating to the operation, scheduling, management and/or programming of the Public Access Channel and/or the Public Access facilities and;
- (n) Provide that, with respect to dues for members of the LCCAT, there is a provision for the waiver of dues for reasons of reasonably documented or evidenced hardship.
- ~~(o) Provide for playback on the Public Access channel of Educational Access programming provided to LCCAT by any school in an LCCAT Town, in recorded format acceptable to LCCAT, on a schedule determined by LCCAT that reasonably meets the needs of the Town, until such time as the Educational Access Channel is provided to the 5 Towns by the Licensee.~~
- ~~(p) Playback over the Public Access Channel the Truro BOS meetings provided in recorded format acceptable to LCCAT on a schedule to be agreed to between the Town and LCCAT until such time as the Town has an operating Government Channel.~~

[Subsections o and p of section 5 have been deleted]

**SECTION 6. PROVIDING OPEN AND EQUAL ACCESS TO ACCESS USERS**

LCCAT shall develop and enforce policies and procedures which promote the use of the Public Access and make programming accessible to Truro residents and individuals associated with Truro organizations and institutions, and which are consistent with such time, manner, and place regulations, including safe harbor provisions, that are appropriate to provide for and promote the use of public access channel, equipment and facilities.

**SECTION 7. NON-COMMERCIAL PROGRAMMING**

- (a) All Public Access programming cablecast by LCCAT shall be non-commercial.

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- (b) Nothing in the Agreement shall prohibit LCCAT from including an appropriate underwriting acknowledgment before or after a Public (but not Educational) Access program, to the extent otherwise not prohibited by applicable law and or the terms of a cable license.
- (c) LCCAT may charge a reasonable fee for the following services:
  - (i) services customarily provided to access users by a PEG access corporation for a fee;
  - (ii) services including tape dubbing (i.e. the provision of videotapes/DVDs or other electronics copies of particular access programs) and other services customarily provided to third parties for a fee, to the extent not otherwise prohibited by applicable law, and except where LCCAT has agreed, as set forth in this Agreement, including in Section 5, above, to provide such services to the Town or its designees without a fee;
  - (iii) Sponsorship fees; and
  - (iv) Membership fee(s).

**SECTION 8. SCOPE OF SERVICES – EDUCATIONAL ACCESS**

LCCAT shall provide Access equipment, and provide or otherwise provide for, limited training in support of said Access equipment, as reasonably determined by LCCAT, to the Nauset Regional High School for use at the Educational Access Studio/Facility at the Nauset Regional High School. LCCAT shall also cablecast the Educational Access Channel, produced by any school within the 5 Towns, on the Educational Access Channel, provided by the Licensee to the Town in the Cable License.

LCCAT shall provide the Nauset Regional High School with limited technical assistance with regard to its Educational Access operations and programs, as reasonably determined by LCCAT. LCCAT shall not be permitted to provide the Nauset Regional High School with staffing or funding.

**SECTION 9. COPYRIGHT CLEARANCE**

LCCAT shall require Access Users to obtain all talent and location releases as appropriate, all rights to all material cablecast, and clearances from broadcast stations, networks, sponsors, and music licensing organizations' representatives. This requirement includes all permissions

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necessary to transmit its or their program material over the Access Channel in a lawful manner. Access Users shall be required to represent that such clearances and rights have been obtained by completing an Access User production agreement form to be filed with

LCCAT. Access Users shall further identify themselves as responsible for all opinions, statements and other representations made during their program. LCCAT will reference all communications from viewers directly to the named producer of that program.

**SECTION 10. USE AND FUNDING OF VIDEO RETURN SYSTEM & FIBER LINK**

The Town hereby grants to LCCAT all rights and privileges the Town has and/or may grant to its designee, including to an access corporation, for the use of any portion of the Video Return system provided by the Licensee pursuant to the Renewal License, including, but not limited to, Sections 6.3, 6.4 and 6.5 of said Renewal License.

**SECTION 11. ACCESS STUDIO**

(a) LCCAT shall build-out, equip and operate a good quality Access facility/studio (hereinafter referred to as the “Access studio”) consistent with and limited by the funds provided and available to LCCAT pursuant to this Access Agreement and other available funding. The Access studio shall comply with all applicable laws and regulations.

(b) When the Access studio is operational, LCCAT shall establish reasonable and regular studio hours. Specific hours based upon reasonable Access Users needs and shall include some evening time. If it is not otherwise being provided by LCCAT, if it is warranted by the needs of Access Users, and if it is requested in writing by the Town this time shall include some Saturday hours. LCCAT shall inform the public, through cablecast on the Public Access Channel, of the days and hours when the studio will be open and available pursuant to the regular schedule. In addition, if the studio is available to members, LCCAT shall explain when, by arrangement, it is available upon reasonable request. LCCAT shall inform the Town, in writing, of any non-temporary change in the regular hours of the Access Studio.

(c) The Access studio shall be for the exclusive use of Access users and staff for production and training in the execution of the mission of LCCAT. The Access studio shall not be used for any other purpose or for the benefit of any persons other than: (i) Access Users; (ii) an LCCAT



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Town; or (iii) persons whose specific use of the studio benefits Public Access and LCCAT, and is reasonably limited in its nature and/or duration.

**SECTION 12. GOVERNANCE OF ACCESS CORPORATION**

The governance of LCCAT shall comply with the following requirements:

- (a) The Board of Directors shall have a minimum of eight (8) directors.
- (b) No fewer than one (1) Director shall be selected by the Board of Selectmen of the Town, unless the Board of Selectmen specifically and in writing decides not to appoint such member.
- (c) No fewer than one (1) member shall be elected by the membership of LCCAT. (d) Directors need not be a member of LCCAT prior to their appointment to the Board of Directors, but they shall become a member of the LCCAT immediately after their appointment as a Director.
- (e) Directors selected by the Board of Directors may not serve more than five (5) consecutive terms, however nothing shall prohibit any such person from serving additional nonconsecutive terms through appointment by the Board of Directors. Nothing shall prohibit any such person from serving additional terms, whether consecutive or non-consecutive, as a result of election by the membership.
- (f) Vacancies in the membership of the Board of Directors shall be filled in the same manner as the selection of the respective member(s) vacating the Board.
- (g) No member of LCCAT's Board of Directors may be removed from office with less than an affirmative vote of three-fourths (3/4) of the full Board of Directors (all fractions rounded up to the next largest number), and only after being given reasonable notice and an opportunity to be heard. The reason(s) for removal shall be provided, in writing, to the removed Director.
- (h) The Board of Directors shall hold a minimum of four (4) regular Directors meetings each year.
- (i) Meetings of the membership of LCCAT and its Board of Directors shall be open to the public except in those instances where the respective membership or Board, in good faith, deems closure of all or some of the meeting to be in the best interest of the Corporation. LCCAT is not a governmental or public body and is not subject to "Open Meeting Law").

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- (j) Notice of the regular meetings of the membership and the meetings of the Board of Directors shall be timely cablecast on the Public Access channel or its equivalent.
- (k) No member of the Board of Directors or officer of LCCAT may participate or vote on any particular matter in which said Director, or their immediate family member, partner, a business organization in which he or she is serving as an officer, director, trustee, partner or employee, or any person or organization with whom he or she is negotiating or has an arrangement concerning prospective employment, has a financial interest. (LCCAT is not a governmental body and is not subject to the "State Ethics Law").
- (l) Directors and officers shall receive no compensation for their services provided as Directors, however, a Director may be reimbursed for reasonable and necessary expenses incurred as a Director if reimbursement is approved by a vote of two-thirds (2/3rds) or more of the Board of Directors.
- (m) Neither the Board of Directors, nor any officer, shall take any action that would result in the denial or loss of tax-exempt status under the Section 501(c)(3) or any other applicable section of the United States tax code.
- (n) The Board of Directors shall hire an executive director, who shall report to the Board of Directors of LCCAT and who shall be responsible for the professional conduct of the day to day operations of LCCAT in a professional manner, consistent with the standard of care of the operation of well operated, non-profit, access corporations in similarly sized Massachusetts communities.
- (o) All residents (whether full-time or seasonal) of the Town and all organizations and institutions which are located in the Town shall be eligible for membership in the Corporation after they have completed of a written application on a form approved by the Board of Directors of LCCAT and after they have complied with reasonable conditions, consistent with the intent of the Agreement.
- (p) No member of LCCAT may be removed from membership of LCCAT without a vote of ninety percent (90%) of the Board of Directors.

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**SECTION 13. ANNUAL REPORT**

At least once each calendar year, LCCAT shall submit to the Town a written annual report (together with an electronic copy) which shall contain, at a minimum, the following information:

- (a) A summary of programming and services provided;
- (b) List of future goals;
- (c) Current and complete listing of LCCAT's Board of Directors;
- (d) A complete current inventory of all equipment; and
- (e) A year-end fiscal audit or review, as required by Section 18(a)(iii), below.

**SECTION 14. UPDATE MEETING BETWEEN TOWN AND LCCAT**

(a) Once per year, when requested by the Board of Selectmen, LCCAT shall meet with the Board of Selectmen and/or its designee. LCCAT shall review its compliance with the terms and conditions of this Agreement, and shall hear comments and/or suggestions from the Town and the public. Members of the public may submit comments, either orally or in writing, during such review hearing and at the direction of the Board of Selectmen or its designee.

(b) The Board of Selectmen and/or its designee shall have the right to question LCCAT about any aspect of its performance under this Agreement. LCCAT shall fully cooperate with the Board of Selectmen or its designee, and it shall produce, at LCCAT's cost, such documents or other materials, reasonably requested by the Town relevant to such review and evaluation. (c) LCCAT shall provide notice of all such performance evaluation hearings by periodic messages on the Public Access channel.

(d) Nothing in this Section shall prohibit the Town from requesting that LCCAT attend other meetings or hearings or from compelling the attendance by LCCAT through any lawful means.

**SECTION 15. PERFORMANCE REVIEW BY THIRD PARTY**

No more than once during the term of this Agreement, LCCAT shall, if requested by an LCCAT Town (including, but not limited to the Town of Truro, acting through its Board of Selectmen), be required to engage or retain a person or entity that is knowledgeable and experienced in PEG Access operations in the Commonwealth of Massachusetts to conduct a performance review of LCCAT's operations. The cost the cost of this performance review shall

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be borne by LCCAT. LCCAT shall submit a copy of the written performance review to the Board of Selectmen of the 5 Towns.

**SECTION 16. RECORDS AND AUDIT.**

(a) LCCAT shall maintain all necessary books and records, in accordance with generally accepted accounting principles. Additionally, LCCAT shall:

- (i) implement effective internal financial and operating controls for the efficient use of all funds and other resources provided pursuant to this Agreement;
- (ii) maintain all necessary books and records, in accordance with generally accepted accounting principles;
- (iii) have a year-end fiscal audit or review, prepared by an independent certified public accountant. (A fiscal audit (rather than a review) shall be performed if: (a) required by applicable law or regulation, or (b) if requested in writing by the Board of Selectmen no later than the end of the fiscal year. The fiscal review may, to the extent allowed under applicable law, be performed by a person who is not a certified public accountant if this is authorized in writing by the Board of Selectmen. The Board may in its sole discretion deny authorization. Nothing herein shall limit the Town's contractual authority pursuant to Sections 18(b) and 18(c) below.
- (iv) make timely payment as due to persons and entities supplying labor, materials or services to LCCAT for any purpose under this Agreement; and
- (v) maintain generally accepted business and accounting practices with respect to its operations and investments, financial oversight and management; (b) Upon request of the Board of Selectmen or its designee, LCCAT shall, at a reasonable time(s) during normal business hours, make available any or all of its records with respect to all matters covered by this Agreement.

(c) The Town shall, at its cost, have the right to have the financial books and records of LCCAT reviewed by a qualified individual or firm. Nothing herein shall be deemed to diminish LCCAT's financial record keeping or financial statement and/or audit requirement responsibility, if any, under applicable law or regulation. Copies of any such financial records,

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statements or audits shall be provided to the Town upon request of the Board of Selectmen or its designee.

(d) All capital equipment (including furniture) obtained by LCCAT will be inventoried and appropriately marked in a manner customarily used at well operated access centers, and an inventory, including invoice numbers, shall be maintained and updated.

**SECTION 17. INDEPENDENT CONTRACTOR**

It is understood and agreed that LCCAT is an independent contractor and that no relationship of principal/agent or employer/employee exists between the Town and LCCAT. If in the performance of this Agreement any third persons are employed by LCCAT, such persons shall be entirely and exclusively under the control, direction and supervision of LCCAT. All employments, including hours, wages, working conditions, discipline, hiring and discharging shall be determined by LCCAT and the Town shall have no right or authority over such persons or terms of employment.

**SECTION 18. ASSIGNMENT AND TRANSFER**

Neither this Agreement nor any interest or responsibility herein shall be assigned or transferred, except as expressly authorized in writing by the Town acting through its Board of Selectmen.

**SECTION 19. FUNDING FROM OTHER SOURCES**

Nothing in this Agreement shall prohibit LCCAT from obtaining funding from other lawful sources

**SECTION 20. INDEMNIFICATION OF TOWN BY LCCAT**

LCCAT shall indemnify, defend, and hold harmless the Town, its officials, employees, volunteers and agents from and against any and all suits, actions, causes of action, losses, damages, or liabilities of any kind, nature or description, including, payment of all attorneys' fees and litigation costs and expenses, brought by any person or persons for or on account of any claim, loss, damage or injury to person, property or any other interest, tangible or intangible, or death sustained by or accruing to any person or persons, however the same may be caused, directly or indirectly or arising or resulting from any alleged act(s) or omission(s) of LCCAT, its

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officers, employees, volunteers, agents or subcontractors from or with respect to the performance of this Agreement or arising from or in connection with the failure to comply with any applicable laws, rules, regulations or other requirements or orders of local, state or federal authorities, for claims of libel, slander, invasion of privacy, or infringement of common law or statutory copyright, or for breach of contract or other injury or damage in law or at equity which, directly or indirectly, allegedly results from LCCAT's use of channels, funds, equipment, facilities or staff granted under or obtained pursuant to the funding from this Agreement. This indemnification requirement shall survive the termination or expiration of this Agreement.

**SECTION 21. INSURANCE**

LCCAT shall, unless otherwise directed in writing by the Town, obtain and maintain in full force and effect at all times during the term of this Agreement, all insurance required below by this Section.

- (a) *Commercial General Liability Insurance* - Commercial general liability insurance policy, including protective liability, completed operations and broad form contractual liability, property damage and personal injury coverage, with a minimum coverage limit of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate. The

Town reserves the right to increase these minimum coverage amounts to a total of Two Million Dollars (\$2,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate if circumstances and/or risks warrant. Similarly, the Town reserves the right to decrease these minimum coverage amounts, if in its sole discretion, it deems such decrease is, under the totality of circumstances, in the interest of the Town.

- (b) *Motor Vehicle Liability Insurance* - Automobile liability insurance for owned, leased or rented motor vehicles in the amount of Five Hundred Thousand Dollars (\$500,000) combined single limit or Two Hundred Fifty Thousand Dollars (\$250,000) per person/ Five Hundred Thousand Dollars (\$500,000) aggregate. The Town reserves the right to decrease these minimum coverage amounts if in its sole discretion, it deems such decrease, under the totality of circumstances, is in the interest of the Town.

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- (c) *Business Personal Property Insurance* - Business personal property insurance for facilities and equipment in the amount of replacement cost.
- (d) *Workers' Compensation* - Workers Compensation in the minimum amount of the statutory limit if and when LCCAT has an employee.
- (e) *Cablecaster's Errors and Omission Insurance* - The Access Corporation shall obtain errors and omission insurance to cover the content of productions which are cablecast on an Access Channel, and coverage shall include, at minimum, the following areas: libel and slander; copyright or trademark infringement; infliction of emotional distress, invasion of privacy; plagiarism; and misuse of musical or literary materials. This policy need not be required to cover individual Access producers. The minimum amount of said insurance shall be One Million Dollars (\$1,000,000), unless the Town otherwise agrees in writing.
- (f) The following conditions shall apply to the insurance policies referenced above:
  - (i) To the extent allowed by law, the Town shall be named, other than in the workers' compensation policy, as an additional insured on all aforementioned insurance coverages. The policies shall provide that no cancellation, material change in coverage or expiration may be affected by the insurance company or LCCAT without first giving the Town thirty (30) days written notice prior to the effective date of such cancellation or change in coverage;
  - (ii) All liability insurance shall be written on an "occurrence basis".
  - (iii) Such insurance shall be primary with respect to any insurance or self-insurance maintained by the Town and shall not call on the Town's insurers for contributions;
  - (iv) Such insurance shall be obtained from producers authorized to transact insurance business in the Commonwealth of Massachusetts and, unless otherwise agreed to in writing by the Town, shall be provided by an insurance carrier(s) licensed in Massachusetts to do business for the coverage provided;
  - (v) The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as the combined limits equal or exceed those required herein and follow the same form;

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- (vi) The cost of such insurance, including all premiums and deductibles, shall be borne by LCCAT;
  - (vii) The parties shall periodically review the insurance coverage and coverage amounts required above to determine whether said insurance adequately protects the parties and is cost effective given the funding available pursuant to this Agreement;
  - (viii) The failure of LCCAT to maintain the insurance required herein shall be grounds for the Town to suspend this Agreement upon five (5) business days written notice from the Town to LCCAT. If said insurance is terminated through no fault of LCCAT, LCCAT shall have thirty (30) days to obtain replacement insurance that complies with this Agreement. Nothing in this Section 23(f)(viii) shall affect the Town's rights pursuant to Section 25 of this Agreement.
- (g) Directors' and Officers' Liability Insurance - LCCAT shall obtain directors' and officers' liability insurance for its directors and officers.

**SECTION 22. COMPLIANCE WITH LAWS AND REGULATIONS**

LCCAT shall be governed by, operated in accordance with, and comply with all applicable laws and regulations.

**SECTION 23. TERMINATION OF AGREEMENT - TRANSFER OF ASSETS**

- (a) The Town, through its Board of Selectmen, shall have the right upon thirty (30) days written notice to LCCAT to terminate this Agreement for:
- (i) Malfeasance, misfeasance, misappropriation or waste of funds provided pursuant to this Agreement;
  - (ii) Loss of (or failure to obtain in a reasonable time) 501(c)(3) status by LCCAT;
  - (iii) (iii) LCCAT filing a petition of bankruptcy, or for receivership or reorganization, or has filed any other petition under the bankruptcy law, or has taken or committed an act preparatory to the filing of any such petition, or has become insolvent or has committed



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- any other act of bankruptcy or insolvency, or has a substantial portion of its assets assessed, assigned, or otherwise encumbered for the benefit of creditors;
- (iv) The loss of a substantial portion of PEG Access funding as a result of a change in the financial terms of a cable license, a change in the status of a cable service provider or a change in law; or
  - (v) For any material breach of a material provision of this Agreement by LCCAT. (b) LCCAT may avoid termination by curing any such breach within thirty (30) days of written notification or such longer time as the Board of Selectmen determines. Upon LCCAT's third (3<sup>rd</sup>) material breach over the course of a twenty-four (24) month period, the Town may terminate the Agreement upon written notice and without any cure period as long as said notice is provided within ninety (90) days after the material breach (each day a material breach continues shall be deemed to be an actionable day for purposes of termination within said 90-day period).
  - (c) LCCAT shall have the right upon sixty (60) days written notice to the Town to terminate this Agreement for material breach of any material provision of this Agreement by the Town. The Town may avoid termination by curing any such breach within said sixty (60) day period.
  - (d) All written notices of termination shall include a reasonably detailed description of the alleged breach.
  - (e) See Section 23(f)(viii) for suspension or termination as a result of LCCAT's failure to maintain the required insurance.
  - (f) See Section 10(h) above regarding security interests, return of funds, return of equipment, real property, fixtures, contracts, leases, deposit accounts or other assets received by or purchased by LCCAT with funds received pursuant to this Agreement.

**SECTION 24. MISCELLANEOUS PROVISIONS**

**Section 24.1 Entire Agreement/Amendment**

This instrument contains the entire agreement between the parties, it supersedes all prior agreements and proposals except as specifically incorporated herein, and it cannot be changed orally, but only by a written instrument executed by both parties (with the Board of Selectmen signing on behalf of the Town).

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### Section 24.2 Cooperation

Each party agrees to cooperate with the other party to carry out the provisions of this Agreement.

### Section 24.3 Captions

The captions to sections throughout this Agreement are intended solely to facilitate reading and reference. Such captions shall not affect the meaning or interpretation of the Agreement.

### Section 24.4 Liability of Town Officials and Employees

To the fullest extent permitted by law, no official, employee, agent or representative of the Town shall be individually or personally liable on or for any Town obligation under this Agreement.

### Section 24.5 Warranties

LCCAT warrants, represents and acknowledges that on the date of execution of this Agreement:

- (a) LCCAT is duly organized, is validly existing, is in good standing as a non-profit corporation under the laws of the Commonwealth of Massachusetts and is actively seeking approval from the Internal Revenue Service for 501(c)(3) charitable corporation status.
- (b) LCCAT has the requisite power and authority under applicable law and its articles of incorporation and by-laws, is authorized by resolutions of its Board of Directors or, and has secured all consents which are required to be obtained on the date of execution of this Access Agreement in order to enter into and legally bind LCCAT to this Agreement and to take all actions necessary to perform all of its obligations pursuant to this Agreement;
- (c) This Access Agreement is enforceable against LCCAT in accordance with the provisions herein; and
- (d) There are no actions or proceedings which are pending or threatened against LCCAT and which would interfere with its performance of this Access Agreement.

### Section 24.6 Force Majeure

If by reason of Force Majeure either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the

## **Access Agreement Between Town of Truro & Lower Cape Community Access Television, Inc.**

continuance of such inability, provided the party takes immediate and diligent steps to comply as soon as possible under the circumstance with this Agreement but without endangering the health or safety of persons or property. The term “Force Majeure” as used herein shall include, but not be limited to, the following: acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivision, or officials, or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, volcanic activity, storms, floods, washouts, civil disturbances, explosions, strikes, and the unavailability of essential equipment, service or materials, the unavailability of affordable insurance coverage, and other matters beyond the reasonable control of the party. In the event that any such delay in performance or failure to perform affects only part of the party’s capacity to perform, the party shall perform to the maximum extent it is able to do so and in as expeditious a manner as possible. The party subject to Force Majeure shall promptly notify the other party in writing of the claimed occurrence.

### **Section 24.7 Non-Waiver**

Failure of either party to insist on strict performance of any portion of this Agreement or to exercise its rights or remedies hereunder upon the failure of performance or default of the other party, shall not be considered a waiver of the right to insist upon or to enforce any provision of this Agreement or to exercise any right or remedy thereafter.

### **Section 24.8 Severability**

(a) If any non-material section, sentence, paragraph, term or provision of this Agreement is determined to be illegal, invalid, unenforceable or unconstitutional or is otherwise void, by any court of competent jurisdiction or by another entity with similar legal authority such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof. They shall remain in full force and effect for the term of the Agreement. (b) In the event that a material section, sentence, paragraph, term or provision of this Agreement is determined to be illegal, invalid, unenforceable or unconstitutional or is otherwise void, by any court of competent jurisdiction or by another entity with similar legal authority, the parties agree

**Access Agreement Between Town of Truro & Lower Cape Community Access Television, Inc.**

to enter immediately into negotiations in good faith and make equitable amendments to restore the relative burdens and benefits of this Access Agreement. The remedies provided for herein do not prevent a party from contending that a particular provision is enforceable, or foreclose any remedies if a provision is enforceable.

**Section 24.9 Applicable Law**

This Agreement shall be interpreted and enforced under the laws of the Commonwealth of Massachusetts.

**Section 24.10 Jurisdiction and Venue**

Jurisdiction and venue of any legal action arising from this Access Agreement shall be in the Superior Court in Barnstable, Massachusetts. If no subject matter jurisdiction exists in the Superior Court, the legal action shall be brought in the District Court in Orleans. The parties by this Access Agreement subject themselves to the personal jurisdiction of said courts for all purposes, including the entry of judgment and for the resolution of any dispute, action or suit.

**Section 24.11 Notice**

Official notice shall be in writing, and shall be delivered or sent by certified mail - return receipt requested or by express mail - signature required. Delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of delivery. Certified mail shall be deemed to have been given two (2) days after mailing and express mail shall be deemed to have been given the day after mailing. Notice shall be addressed as provided below or as hereinafter provided in writing by the respective party:

**TOWN OF TRURO**

Board of Selectmen  
Truro Town Hall  
24 Town Hall Road  
PO Box 2030  
Truro, Massachusetts 02666

**LOWER CAPE COMMUNITY ACCESS  
TELEVISION, INC.**

Larry Greeley, President  
Lower Cape Community Access Television, Inc.  
P.O. Box 1661  
North Eastham, Massachusetts 02651

**Access Agreement Between Town of Truro & Lower Cape Community Access Television, Inc.**

with a copy to: the Town Administrator with a copy to Bruce A. Bierhans, Esq.  
at the same address  
Law Offices of Bruce A. Bierhans, LLC  
868 Washington Street  
Easton, Massachusetts 02375

**IN WITNESS, WHEREOF**, the parties have executed this Agreement as a sealed instrument this 14th day of December, 2017.

**TOWN OF TRURO**

**LOWER CAPE COMMUNITY ACCESS  
TELEVISION, INC.**

By Board of Selectmen

By its President (as authorized by a vote of it's

# DRAFT

**Truro Board of Selectmen Meeting  
Selectmen's Chambers Town Hall  
Tuesday, December 13, 2016**

**Members Present:** Chair Paul Wisotzky; Maureen Burgess, Jay Coburn, Robert Weinstein, Janet Worthington

**Present:** Town Manager Rae Ann Palmer

## **PUBLIC COMMENT**

Helen McNeil-Ashton suggested that using a formula like the Community Preservation Act division of funding for Open Space, Community Housing and Historic Preservation would be appropriate for the settlement money from 27 Stephen's Way. Possibly even the money could be administrated through the CPC, she said. Janet Worthington mentioned that a newspaper editorial had indicated that money from the settlement would be going to Affordable Housing, but the Board of Selectmen has not yet decided upon a process for handling the money. Town Manager Rae Ann Palmer said that the Town Accountant is working with the Department of Revenue on regulated procedures for settlement money.

Jay Coburn said that there is an e-mail in circulation alleging that he is undermining the zoning bylaw proposal to limit house size in the National Seashore. He strongly objected to the unconstructive nature of the e-mail and reminded everyone that he has consistently disclosed that he resides within the boundaries of the Seashore. If Town Counsel determines that he needs to recuse himself from further discussion of the bylaw proposal as a Selectman, he stated that he still will participate as an individual citizen.

Paul Wisotzky commented on the aspersions cast in the e-mail that, he said, has caused further divisiveness in the Town. Robert Weinstein, who had also been named in the e-mail, denounced the lies, misstatements and a demeaning attitude it contained. Mr. Weinstein said he had checked with Town Counsel and the State Ethics Commission regarding the Section 19 exemption that applies if there is a 10% threshold of residents affected by a proposed bylaw. He believes that the exemption applies. Mr. Weinstein said that he too would still participate in discussion as a private citizen and property owner if he has to recuse himself. He said the Board of Selectmen is open in its dealings, adheres to high standards and moves forward with well-thought out policies after listening to all citizens.

Janet Worthington suggested that the authors of the e-mail should be invited to a Selectmen's meeting to discuss their message. She also wanted to hear Town Counsel's opinion on the conflict of interest issue. Paul Wisotzky said it will be included in the discussion of the size bylaw.

## **BEACH COMMISSION APPOINTMENT**

Shari Stahl, who had applied for a vacancy on Beach Commission, explained her interest in becoming a member.

Janet Worthington moved to approve the appointment of Shari Stahl to the Beach Commission. Jay Coburn seconded, and the motion carried 5-0.

### **JOINT MEETING WITH SCHOOL COMMITTEE**

Chair Terri Humes, Michelle Jarusiewicz, Tim Dickey, Drew Locke, Special Needs Director Stephanie Costigan, Principal Bob Beaudet and Superintendent Michael Gradone joined the Selectmen at the table.

Chair Terri Humes, called to order the meeting of the School Committee at 5:20 p.m.

Paul Wisotzky explained that the purpose of the joint meeting was for discussion of shared concerns. Superintendent Gradone highlighted the School's interest in attaining high academic achievement, nurturing students, providing a welcoming supportive atmosphere, and challenging themselves. He said Truro has improved its state ratings from Level 2 to Level 1. Principal Beaudet explained this year's academic goals and personal goals for the students. He said they have also worked on technology curriculum with students partnering with scientists on real world projects. Stephanie Costigan commended the positive shift in the school's atmosphere.

The two Boards looked at the diversity of Truro families, services provided, offering an After-School programs and more Pre-School, and budgeting. Superintendent Gradone indicated that statistics for 2015 showed Truro as having the lowest per pupil cost of the Lower Cape towns. This year, he said, the School was coming in at level funding. Jay Coburn commended the School Committee on their efforts to offer an After School program and more Pre-School opportunities. He considers the education program as one of the main pillars of an attractive community. Janet Worthington expressed her interest in Pre-K and an After School program. Paul Wisotzky thanked the School Committee for their careful budgeting. Terri Humes wondered if there was an update on the land swap, but Town Manager Rae Ann Palmer said there was nothing yet.

The School Committee meeting was adjourned at 5:50 p.m., and the Selectmen's meeting continued.

### **BOARD OF SELECTMEN ACTION**

#### ***Review of Draft Charge for Local Comprehensive Plan Committee***

Jay Coburn said the draft charge was ready for approval, so that the next step of recruiting volunteers for the Committee could go forward. Rae Ann Palmer said she was waiting to hear if she would be able to secure additional funding for the effort.

Jay Coburn moved to approve the draft charge for the Local Comprehensive Plan Committee. Robert Weinstein seconded, and the motion carried 5-0.

#### ***OPEB Trust Fund Discussion***

Town Accountant Trudi Brazil reviewed the authorization of Other Post Employment Benefits (OPEB) Trust Fund in which the Town would deposit money to offset its long-term, unfunded liability for non-retirement spending. Barnstable County Retirement funds the retirement portion of OPEB, so this is for the health insurance for the retirees. An irrevocable trust is required for

the funds that have been put aside. Ms. Brazil explained the four documents before the Board to consider. She will bring back the final document for approval when the best approach is determined. She said there is no mandated time frame, but she would like to have it in place by June 30, 2017, the end of the fiscal year. Rae Ann Palmer discussed the importance of setting up an OPEB Trust Fund. She said the documents are on the Town website. The matter will be placed on a future meeting agenda.

#### ***Discussion of Town-wide House Size Bylaw***

Ms. Palmer reported Town Counsel's opinion on applying the Ethics exemption decided by 10% of the population. Because of the difficulty determining population within the Seashore, Town Counsel recommended caution and having the two Selectmen recuse themselves from discussion of house size bylaws for the National Seashore. However, because a Town-wide house size bylaw falls within the 10% exemption regulation, they could participate in that discussion if they so choose.

Robert Weinstein clarified that he and Jay Coburn, as private citizens, were not barred from discussion of the Seashore bylaw after recusing themselves from the Selectmen's deliberations. Paul Wisotzky asked if Town Counsel had provided advice about recusal from a discussion that compares the two bylaws. Rae Ann Palmer said that they should recuse themselves for that. She noted that this meeting's agenda did not include house size bylaws for the Seashore.

Janet Worthington asked that the discussion of a Town-wide house size bylaw be tabled at this time. She said there wasn't enough time to prepare two bylaws for Town Meeting and that discussion of one proposal would be difficult without mentioning the other one. Maureen Burgess agreed that there is not time to pursue a second bylaw on house size. She would rather spend more time on a Town-wide size bylaw in order to see it pass at a future Town Meeting.

Jay Coburn revisited the summer meeting where people indicated they were interested in a Town-wide house size bylaw. He said he would no longer be discussing a National Seashore house size bylaw as a Selectmen because of potential conflict of interest. He said the Board did not have consensus, so he does not think that bringing a second size bylaw to the 2017 Annual Town Meeting would be possible. However, he mentioned that citizens are allowed to bring forward petitioned Articles if they are concerned about an issue.

Paul Wisotzky thanked Mr. Weinstein and Mr. Coburn for following the advice of Town Counsel. Chair Wisotzky said he does not consider it the right time to bring forward a Town-wide size bylaw. William Golden came forward asking for a point of clarification on the recusals. Jim Summers asked about procedure of developing zoning bylaws through the Planning Board. Paul Wisotzky said there were three avenues of bringing zoning bylaw Articles to Town Meeting – The Selectmen, the Planning Board or through a petitioned Article. A public hearing is necessary in each case.

#### ***Discussion of Annual Town Report***

Janet Worthington discussed the dedication and cover idea for the Annual Town Report of the past year. She suggested limiting the size of each report to one page. She said the theme of the



book would be “Elders.” She asked for submission of cover photos that feature elders and for written tributes about elders that could be included in the book.

### **2017 Annual Common Victualler - Farm Maid Foods**

*Jay Coburn recused himself from deliberations and left the table.*

Maureen Burgess moved to approve the 2017 Annual Common Victualler license for Farm Maid Foods upon compliance to all regulations and receipt of the necessary fees. Robert Weinstein seconded, and the motion carried 4-0.

*Jay Coburn returned to the table.*

### **CONSENT AGENDA**

A. Review/Approve and Authorize Signature:

1. Review and Approve One Day Alcohol and Entertainment Truro Center for the Arts at Castle Hill December 16th , 10 Meeting House Rd.;

2. Review and Approve Event Notification Form for the National MS Society Bike Ride June 25th, 2017;

B. Review and Approve the 2017 Annual Licenses – Montano’s Restaurant, Savory and the Sweet Escape, Salty Market, and Truro Vineyards (Lodging);

C. Review and Hold Executive Session Minutes;

D. Review and Approve Appointment of Gary Palmer for Vacancy on Board of Assessors,

E. Review and Approve Appointment of Gary Sharpless for Alternate Vacancy on Shellfish Advisory Committee; and

F. Review and Approve Regular Board of Selectmen Minutes – November 15, 2016, November 29, 2016.

Jay Coburn moved to approved the Consent Agenda. Maureen Burgess seconded, and the motion carried 5-0.

### **SELECTMEN AND LIAISON AND TOWN MANAGER REPORTS**

Janet Worthington asked that a Work Session agenda item be planned on parking issues. She also asked about two new programs for the COA and requested that someone to come to a Selectmen’s meeting to explain them to the Board.

Robert Weinstein said he attended the most recent meeting of the Housing Authority. He said there was discussion of the disputed 3-lot Habitat plan. He reported that the Housing Authority understood that any requests for the expected settlement money from 27 Stephen’s Way would need to be put in writing for the Board of Selectmen to consider.

Town Manager Rae Ann Palmer reported that the Pamet River Restoration had been named a Priority Project. She announced that the Assistant Town Manager had resigned last week. Beach and Recreation Director Kelly Sullivan Clark, who had been a finalist for past consideration, was re-interviewed for the position and accepted it. She will begin working as Assistant Town Manager on Monday, December 19, 2016. Her assistant will become Acting Director of the Beach and Recreation Department. Paul Wisotzky thanked Maureen Thomas for her service as Assistant Town Manager to the Town. Jay Coburn congratulated Kelly Clark as the second employee move up in Town management.

Robert Weinstein said that he, along with Paul Wisotzky, had been appointed as a member of the Herring River Restoration Committee. Their next meeting will be held on January 9, 2017 at 3 p.m. at the Wellfleet Senior Center.

**NEXT MEETING AGENDA**

Rae Ann Palmer reviewed agenda items for the December 20, 2016 work session: Charter Review Committee, Local Comprehensive Plan Committee formation, and use of the settlement money. Jay Coburn shared information on other towns' policies on fulfilling immigration quotas and said he'd like to discuss this at a future meeting.

**ADJOURNMENT**

Robert Weinstein moved to adjourn. Jay Coburn seconded, and the motion carried 5-0.

The meeting was adjourned at 6:30 p.m.

Respectfully submitted,

Mary Rogers, Secretary

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Paul Wisotzky, Chair

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Maureen Burgess

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Jay Coburn, Clerk

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Janet Worthington, Vice-chair

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Robert Weinstein

**Public Records Materials of 12/13/16**

1. One Day Alcohol and Entertainment Truro Center for the Arts at Castle Hill December 16th, 10 Meeting House Rd.
2. Event Notification Form for the National MS Society Bike Ride June 25th, 2017
3. 2017 Annual Licenses – Montano’s Restaurant, Savory and the Sweet Escape, Salty Market, and Truro Vineyards (Lodging)
4. Appointment papers of Gary Palmer for Vacancy on Board of Assessors
5. Appointment papers of Gary Sharpless for Alternate Vacancy on Shellfish Advisory Committee

# DRAFT

**Truro Board of Selectmen Meeting  
Truro Public Library  
Tuesday, December 20, 2016**

**Members Present:** Chair Paul Wisotzky; Maureen Burgess, Jay Coburn, Robert Weinstein, Janet Worthington

**Present:** Town Manager Rae Ann Palmer; Assistant Town Manager Kelly Sullivan Clark

Paul Wisotzky called the meeting to order at 5:00 p.m.

### **Charter Review Committee Recommendations**

Phil Smith, Chair of the Charter Review Committee, was present to discuss Charter change recommendations with the Board. The first suggestion was for Planning Board numbers and the route to membership. The original Charter provides for an elected Planning Board, but there are some interim vacancies that are filled by appointment. Most Cape towns have appointed Planning Boards. Mr. Smith said the Board of Selectmen might want to consider making changes after more information was considered a public hearing was held. Paul Wisotzky said that the 5-year length of the Planning Board terms might also be reconsidered.

Mr. Smith discussed Charter Section 2-3-3, Petitioned Articles. All fifteen Cape Cod towns use 10 signatures for an Annual Town Meeting Petitioned Articles and 100 signatures for Special Town Meeting. The Charter Review Board had suggested language for Section 4-2-7 for the Town Manager's negotiations of contracts up to \$100,000. They also had suggestions for Section 4-5-2, authorizing the Selectmen to deal with employees through the Town Manager.

Chapter 6, which deals with multi-member bodies, still lists all the boards. The Review Board recommends deleting all but the regulatory bodies from the list. The entire list would still be posted on the Town website and also appear in the Annual Report. The Review Board also recommends that Appendix B be eliminated since the information is included in the body of the Charter.

Mr. Smith will e-mail the exact language for the recommendations to the Selectmen and Town Manager.

### **Local Comprehensive Plan Committee Members**

The Board brainstormed recruitment for Local Comprehensive Plan Committee (LCPC) members. One member is to come from the Board of Selectmen; one member is to come from Planning Board. The Regional Planning charge should be mirrored in the LCPC. Areas to be covered include growth management systems, natural systems, and human built systems. The Selectmen said residents representing the business community, shellfishing, water resources, Coastal Studies, and Housing would all be appropriate. They discussed possible Truro residents for the Committee. The Selectmen will approach the people named to see if they would be interested in serving. There are five positions to be filled. It's an 18-month commitment of

approximately 10 to 12 meetings per year. A notice will be posted on the Town website about the openings. Rae Ann Palmer said she is still looking for some LCLC funding from the Cape Cod Commission. It might also be possible to request money from the Reserve Fund, she said.

### **Settlement Funds**

Paul Wisotzky suggested tabling the issue of the Dennis settlement funds until Town Counsel determines where the money should be placed and protected from being subsumed into the General Fund. Rae Ann Palmer said that the Selectmen had indicated that it should be used for something special for the Town. The fine will come in as General Revenue, but a special fund should be set up in compliance with Department of Revenue regulations. There was consensus that the settlement money decision would not ready to be brought to the April 2017 Town Meeting. Paul Wisotzky said there should a discussion with the public scheduled at a regular Board of Selectmen meeting. Jay Coburn said some of the big Capital costs would be paid off soon, and a new project could be undertaken. The Board needs time to consider what priority projects will need funding.

### **Anticipated Town Meeting Articles**

Town Manager Rae Ann Palmer presented some anticipated Warrant Articles for Annual Town Meeting. She said that the Planning Board would like to place an Article for MGL Chapter 39, Section 23-D. This provision, known as the Mullin Rule, allows members who have missed meetings to vote on cases if they certify in writing that they have watched the televised meetings on the issue. The Mullin Rule applies to Planning Board, the Zoning Board of Appeals and the Conservation Commission. Another suggested Warrant Article, Ms. Palmer said, would be for the appropriation of money for snow and ice removal on private roads. This is already is allowed in emergency situations, but there is nothing about putting money aside for it. Ms. Palmer will consult with Town Counsel on the proposed Article. She also said this is the year the Town should bond for the culvert at East Harbor.

Jan Worthington said there was interest in ballot voting at Town Meeting. This is an expensive proposition. A paper ballot on certain questions already has been allowed. The Moderator will be asked for her opinion on electronic ballot provisions. Kelly Clark will do some research on electronic devices for voting.

The Board discussed other possible Articles. Mary Rogers said there could be up to nine CPA Articles. The Affordable Accessory Building zoning bylaw may not ready to go forward to this Town Meeting. There may be a Petitioned Article on Town-wide house size. Licensing for businesses might be ready as an Article for Town Meeting. A *Parking Rules and Orders* amendment is another possible Warrant Article. There is a signage request in with DOT for North Truro. Parking issues, particularly in North Truro, need to be resolved as well. Janet Worthington asked about use of the Transfer Station, and getting use of the State Highway Garage.

### **AGENDA FOR NEXT WORK SESSION**

Parking and shuttle will be agenda items for the next work session which will be held with the Police at the Public Safety Building on January 17, 2017.

**ADJOURNMENT**

The meeting was adjourned by consensus at 6:26 p.m.

Respectfully submitted,

Mary Rogers, Secretary

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Paul Wisotzky, Chair

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Maureen Burgess

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Jay Coburn, Clerk

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Janet Worthington, Vice-chair

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Robert Weinstein