



Truro Select Board

Tuesday, February 23, 2021

Regular Meeting-5:00pm

This will be a remote meeting. Citizens can view the meeting on Channel 18 in Truro and on the web on the "Truro TV Channel 18" button under "Helpful Links" on the homepage of the Town of Truro website. Click on the green "Watch" button in the upper right of the page. **To provide comment during the meeting please call in toll free at 1-877-309-2073 and enter the following access code when prompted: 373-654-893 or you may join the meeting from a computer, tablet or smartphone by entering the follow URL into your web browser: <https://global.gotomeeting.com/join/373654893>.** Please note that there may be a slight delay (15-30 seconds) between the meeting and the live-stream (and television broadcast). If you are watching the meeting and calling in, please lower the volume on your computer or television during public comment so that you may be heard clearly. We ask that you identify yourself when calling in to help us manage multiple callers effectively. Citizens may also provide public comment for this meeting by emailing the Town Manager at dtangeman@truro-ma.gov with your comments.

1. PUBLIC COMMENT

2. PUBLIC HEARINGS NONE

3. BOARD/COMMITTEE/COMMISSION APPOINTMENTS

4. STAFF/COMMITTEE UPDATES

- A. COVID-19/ Vaccine Update: Emily Beebe, Health & Conservation Agent
- B. Bike & Walkways Committee Update: Susan Roderick, Chair
- C. Beach Commission Update: Eliza Harned, Chair

5. TABLED ITEMS NONE

6. SELECT BOARD ACTION

- A. Approve and Sign Comcast Agreement
Presenters: Darrin Tangeman, Town Manager and William Hewig, Town Counsel
- B. Further Discussion of Multi-member Bodies Recruitment and Handbook
Presenters: Kristen Reed, Vice-Chair and Susan Areson, Clerk
- C. Town Meeting Planning and Vote to Approve Town Meeting Date
Presenter: Darrin Tangeman, Town Manager and Monica Kraft, Town Moderator
- D. Discussion of Preliminary Article List for Annual Town Meeting
Presenter: Darrin Tangeman, Town Manager

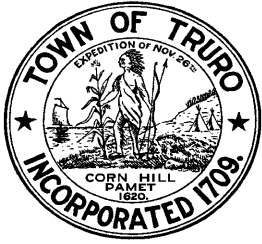
7. CONSENT AGENDA

- A. Review/Approve and Authorize Signature:
 - 1. *Housing Rehab Subordination Request*
- B. Review and Approve 2021 Business Licenses: Days Market & Deli (Common Victualer and Transient Vendor)
- C. Review and Approve Select Board Minutes: January 25, 2021 (Budget Task)

8. Select Board Reports/Comments

9. Town Manager Report

10. Next Meeting Agenda: March 9



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Health Department

REQUESTOR: Emily Beebe, Health and Conservation Agent

REQUESTED MEETING DATE: February 23, 2021

ITEM: Update from the Health and Conservation Agent Emily Beebe

EXPLANATION: Health and Conservation Agent Emily Beebe will give an update on Covid-19 and Vaccine distribution.

Included in the packet is a letter about vaccine distribution signed by the Select Board and addressed to Governor Baker.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED:

SUGGESTED ACTION: MOTION TO

ATTACHMENTS:

Letter to Governor Baker

February 12, 2021

The Honorable Charlie Baker
Governor of the Commonwealth of Massachusetts
Massachusetts State House, Room 360
Boston, MA 02133

Dear Governor Baker,

We write with urgency and alarm regarding the inadequate supply of COVID-19 vaccine allocated to municipalities within Barnstable County. As elected and appointed officials at the state, municipal, and county level, we can tell you that the situation on the ground is untenable and must change.

Cape Cod may be Massachusetts' most distinctive peninsula, but it is also the oldest county by age in the Commonwealth and the oldest county in New England. According to the 2019 American Community Survey data for Barnstable County, 13% of our population is aged 75 and older (27,666 residents), and nearly 17% is aged 65 to 74 (35,915 residents) – percentages more than twice that of the rest of the state. Since you extended vaccination into Phase 2, our shared constituents over the age of 75 have had to navigate a vaccination registration process where the fittest and most tech savvy get access to a vaccine and those more vulnerable are left out. A difficult to decipher website and a well-intentioned but overburdened 2-1-1 call system may work when vaccines are available in your community, but when the burden of scheduling a vaccination includes having to find transportation to a site over an hour's drive away, it becomes an immense hardship.

Demand for the vaccine and reliable information about accessing the vaccine on Cape Cod is very high. A hotline established by Barnstable County has received over 22,000 calls since its inception on January 19th. On February 3, the Cape Cod COVID-19 Response Task Force hosted a tele-town hall, where over 13,000 unique dials stayed on an hour-long call. Each of us have received hundreds of emails and calls with urgent pleas for help from constituents who cannot drive to Gillette Stadium or Dartmouth, who do not have access to internet or a computer, and/or who do not have friends and family nearby who are able to help arrange an appointment or help with transportation.

To date, approximately 22,000 doses of vaccine have been provided to Barnstable County, Cape Cod Healthcare, community health centers, and two municipalities. While 11.7% of Barnstable County residents have received the first dose of the vaccination, we worry this does not capture how many more adults over 75 there are in our communities. We will need 55,000 doses to vaccinate all Cape Codders aged 75 and older, assuming use of Moderna and Pfizer vaccines. This is a steep challenge, especially given the Commonwealth's focus on an off-Cape mass vaccination program.

We urgently request your swift action on the following:

- Establish a mass vaccination site at Cape Cod Community College, as discussed but never executed by your Administration. We are disappointed in your decision to forgo a state funded mass vaccination site on Cape Cod and urge reconsideration.
- An increased allocation of vaccine to Barnstable County. The County has executed regional vaccine clinics in Eastham, Falmouth, Hyannis, and Orleans to date, with plans for a site in Truro in two weeks. However the County is only receiving 975 doses a week, although it is currently the only provider of large scale vaccination in the region. To execute these vaccination sites in a predictable way, the County needs a consistent and predictable supply of vaccine.
- Delivery of vaccine to a consortium of local boards of health in Barnstable County. Local boards of health have coordinated with Councils on Aging, police, fire, and other departments in their respective towns to identify the most vulnerable older adults, and are doing so across town boundaries. Municipalities are working with Cape Cod Healthcare, community health centers, and Barnstable County to execute a plan to reach homebound and vulnerable older adults who are not able to access the current vaccine scheme. This consortium is prepared to vaccinate our most vulnerable residents, but we need vaccine to do so.

In the most significant vaccination effort in Massachusetts history, Cape Codders are being left behind. We have worked deliberately and collaboratively as a region to plan to provide vaccination to our residents. We simply need the state to allocate vaccine equitably based on demography. Please help us help ourselves.

Respectfully,

Julian Cyr
State Senator
Cape & Islands District

Sarah K. Peake
State Representative
4th Barnstable District

Timothy R. Whelan
State Representative
1st Barnstable District

Susan L. Moran
State Senator
Plymouth & Barnstable District

David T. Vieira
State Representative
3rd Barnstable District

Steven G. Xiarhos
State Representative
5th Barnstable District

Kip Diggs
State Representative
2nd Barnstable District

Dylan Fernandes
State Representative
Barnstable, Dukes & Nantucket District

Peter Lombardi
Town Administrator
Town of Brewster

Rodney C. Collins
Town Manager
Town of Mashpee

Jill R. Goldsmith
Town Manager
Town of Chatham

Charles Sumner
Town Manager
Town of Provincetown

Julian M. Suso
Town Manager
Town of Falmouth

Jacqueline Beebe
Town Administrator
Town of Eastham

George Dunham
Town Manager
Town of Sandwich

Darrin K. Tangeman
Town Manager
Town of Truro

Tony Schiavi
Town Administrator
Town of Bourne

Matthew Levesque
Town Council President
Town of Barnstable

Paula Schnepf
Town Council Vice President
Town of Barnstable

Debra Dagwan
Town Councilor
Town of Barnstable

Eric R. Steinhilber
Town Councilor
Town of Barnstable

Jen Cullum
Town Councilor
Town of Barnstable

Tracy Shaughnessy
Town Councilor
Town of Barnstable

Nikolas Atsalis
Town Councilor
Town of Barnstable

Jessica Rapp Grassetti
Town Councilor
Town of Barnstable

Kristine Clark
Town Councilor
Town of Barnstable

Gordon Starr
Town Councilor
Town of Barnstable

Paul Neary
Town Councilor
Town of Barnstable

David W. Bogan
Town Councilor
Town of Barnstable

Judith Froman
Select Board Chair
Town of Bourne

James L. Potter
Select Board Vice Chair
Town of Bourne

Peter Meier
Select Board Member
Town of Bourne

George Slade
Select Board Member
Town of Bourne
Bourne Assembly Delegate
Barnstable County Assembly of Delegates

Dr. Mary Chaffee
Select Board Chair
Town of Brewster
Deputy Speaker
Barnstable County Assembly of Delegates

Dave Whitney
Select Board Member
Town of Brewster

Cindy Bingham
Select Board Member
Town of Brewster

Benjamin deRuyter
Select Board Member
Town of Brewster

Ned Chatelain
Select Board Member
Town of Brewster

Shareen Davis
Select Board Chair
Town of Chatham

Peter K. Cocolis
Select Board Vice Chair
Town of Chatham

Cory Metters
Select Board Clerk
Town of Chatham

Jeffrey S. Dykens
Select Board Member
Town of Chatham

Dean P. Nicastro
Select Board Member
Town of Chatham

Christopher Flanagan
Select Board Chair
Town of Dennis

John W. Terrio
Select Board Vice Chair
Town of Dennis

Christopher Lambton
Select Board Member
Town of Dennis

Paul R. McCormick
Select Board Member
Town of Dennis

Jamie Demetri
Select Board Chair
Town of Eastham

Aimee Eckman
Select Board Member
Town of Eastham

Alexander Cestaro
Select Board Member
Town of Eastham

Arthur Autorino
Select Board Member
Town of Eastham

Jared K. Collins
Select Board Member
Town of Eastham

Megan English-Braga
Select Board Chair
Town of Falmouth

Nancy Robbins Taylor
Select Board Member
Town of Falmouth

Douglas Brown
Select Board Member
Town of Falmouth
Falmouth Assembly Delegate
Barnstable County Assembly of Delegates

Douglas H. Jones
Select Board Member
Town of Falmouth

Samuel Patterson
Select Board Member
Town of Falmouth

Larry Ballantine
Select Board Chair
Town of Harwich

Steve Ford
Select Board Member
Town of Harwich

Ed McManus
Select Board Member
Town of Harwich

John Cotton
Select Board Chair
Town of Mashpee

Thomas F. O'Hara
Select Board Chair
Town of Mashpee
Mashpee Assembly Delegate
Barnstable County Assembly of Delegates

Andrew Gottlieb
Select Board Member
Town of Mashpee

Carol A. Sherman
Select Board Member
Town of Mashpee

David Weeden
Select Board Member
Town of Mashpee

Kevin Galligan
Select Board Chair
Town of Orleans

Cecil E. Newcomb III
Select Board Member
Town of Orleans

Mefford Runyon
Select Board Member
Town of Orleans

Andrea Reed
Select Board Member
Town of Orleans

David Abramson
Select Board Chair
Town of Provincetown

Louise Venden
Select Board Member
Town of Provincetown

Lise King
Select Board Member
Town of Provincetown

John Golden
Select Board Member
Town of Provincetown

Robert Anthony
Select Board Member
Town of Provincetown

David J. Sampson
Select Board Member
Town of Sandwich

Charles M. Holden
Select Board Member
Town of Sandwich

Robert Weinstein
Select Board Chair
Town of Truro

Kristen Reed
Select Board Member
Town of Truro

Susan Areson
Select Board Member
Town of Truro

Janet Worthington
Select Board Member
Town of Truro

Stephanie Rein
Select Board Member
Town of Truro

Janet Reinhart
Select Board Chair
Town of Wellfleet

Helen Miranda Wilson
Select Board Member
Town of Wellfleet

Mark R. Forest
Select Board Chair
Town of Yarmouth
County Commissioner
Barnstable County

Tracy Post
Select Board Member
Town of Yarmouth

Ron Bergstrom
County Commissioner
Barnstable County

Sheila Lyons
County Commissioner
Barnstable County

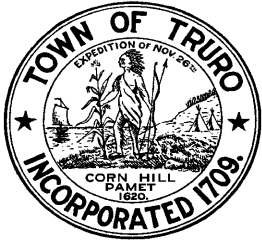
David Dunford
Orleans Assembly Delegate
Barnstable County Assembly of Delegates

Randi Potash
Chatham Assembly Delegate
Barnstable County Assembly of Delegates

Susan Warner
Yarmouth Assembly Delegate
Barnstable County Assembly of Delegates

Brian O'Malley
Provincetown Assembly Delegate
Barnstable County Assembly of Delegates

Elizabeth Harder
Harwich Assembly Delegate
Barnstable County Assembly of Delegates



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Kristen Reed Vice-Chair and Susan Areson Clerk

REQUESTED MEETING DATE: February 23, 2021

ITEM: Committee Updates-Bike and Walkways Committee and Beach Commission Chairs

EXPLANATION: The Bike and Walkways Committee Chair, Susan Roderick and the Beach Commission Chair, Eliza Harned will speak briefly with the Select Board Members on questions from the Board.

Name of Committee/Board:

Date of Presentation:

Number of Members:

Number of Vacancies:

Accomplishments for the past 12 months:

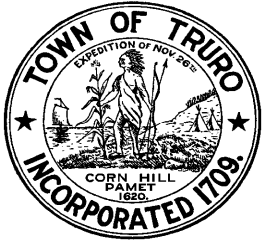
Goals for the next 12 months:

Status of goals:

Challenges in Achieving Goals:

Support required from the Select Board/Town Manager:

SUGGESTED ACTION: Discussion only



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Darrin Tangeman, Town Manager

REQUESTED MEETING DATE: February 23, 2021

ITEM: Approve and Sign Comcast Agreement

EXPLANATION: After nearly two years, the five towns of Brewster, Eastham, Orleans, Truro, and Wellfleet, represented jointly by KP Law have completed cable television renewal license negotiations with Comcast. Bill Hewig of KP Law is available to answer any questions about the agreement.

Truro's most recent license with Comcast commenced on February 1, 2010 and expired on January 31, 2020. The Board will vote to approve and sign the attached 10-year agreement commencing on March 1, 2021. This agreement requires that Comcast pay Truro 5% gross annual revenue percentage (the maximum that municipalities are entitled to); provide \$96,000 (divided into annual payments over 10 years) in capital funding, where \$3,570 of the total is for Truro's portion of the move of the Lower Cape Community Access Television Studio move; provide a high-definition (HD) channel to our existing Public, Educational and Government (PEG) Access Television stations within 36 months; and reduce the minimum density requirements to fifteen (15) dwelling units per aerial mile and twenty (20) dwelling units per underground mile.

FINANCIAL SOURCE (IF APPLICABLE): Monies received go into Cape TV Advisory Committee Budget 0168

IMPACT IF NOT APPROVED: The Town of Truro will not have a cable television licensing agreement.

SUGGESTED ACTION: MOTION TO *Approve and Sign the Renewal Cable Television License for the Town of Truro, MA.*

ATTACHMENTS:

1. Renewal Cable Television License for the Town of Truro, Massachusetts

DRAFT

RENEWAL

CABLE TELEVISION LICENSE

FOR

**THE TOWN OF TRURO,
MASSACHUSETTS**

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TRURO RENEWAL LICENSE

INTRODUCTION

WHEREAS, Comcast Cable Communications Management LLC (hereinafter "Licensee"), is the duly authorized holder of a renewal license to operate a cable television system in the Town of Truro, Massachusetts (hereinafter the "Town"), said license having commenced on November 20, 2009;

WHEREAS, Licensee filed a written request for a renewal of its license by letter dated March 13, 2017 in conformity with the Cable Communications Policy Act of 1984 ("Cable Act") and filed a renewal proposal dated July 19, 2019;

WHEREAS, there has been an opportunity for public comment, as required by Section 626(h) of the Cable Act;

WHEREAS, the Issuing Authority has determined that the financial, legal, and technical ability of Licensee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and desires to enter into this Renewal License with Licensee for the construction and continued operation of a cable system on the terms and conditions set forth herein; and

WHEREAS, the Town's Select Board, as the Issuing Authority, finds that Licensee has complied with the terms of its previous license.

NOW THEREFORE, after due and full consideration, the Issuing Authority and Licensee agree that this Renewal License is issued upon the following terms and conditions:

ARTICLE 1

DEFINITIONS

SECTION 1.1 - DEFINITIONS

For the purpose of this Renewal License, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§ 521 et seq. (the “Cable Act”), and Massachusetts General Laws Chapter 166A (M.G.L.c.166A), as amended from time to time, unless otherwise defined herein.

(a) Access Provider – shall mean the person, group or entity, for non-profit, designated by the Issuing Authority for the purpose of operating and managing the use of Public, Educational and Governmental Access funding, equipment and channels on the cable television system in accordance with this Renewal License and 47 U.S.C. 531.

(b) Basic Cable Service – shall mean the lowest tier of service which includes the retransmission of local television broadcast signals.

(c) Cable Act – shall mean the Cable Communications Policy Act of 1984, Public Law No. 98-549, 98 Stat. 2779 (1984), 47 U.S.C. 521 et. seq., amending the Communications Act of 1934, as further amended by the 1992 Cable Consumer Protection and Competition Act, Public Law No. 102-385 and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996) and as may be further amended.

(d) Cable Division – shall mean the Competition Division of the Massachusetts Department of Telecommunications and Cable established pursuant to Massachusetts General Laws Chapter 166A (M.G.L. Chapter 166A) or its successor

(e) Cable Service – shall mean the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(f) Cable System or System – shall mean the facility owned, constructed, installed, operated and maintained by Licensee in the Town of Truro, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designated to provide cable service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (a) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (b) a facility that serves subscribers without using any public right-of-way; (c) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; or (d) an open video system that complies with section 653 of this title, or (e) any facilities of any electric utility used solely for operating its electric utility systems.

(g) Drop – shall mean the coaxial cable that connects a home or building to the Subscriber Network

(h) Effective Date – shall mean March 1, 2021

(i) FCC – shall mean the Federal Communications Commission or any successor governmental entity.

(j) Franchise Fee – shall mean the payments to be made by Licensee to the Issuing Authority, the Town of Truro and or any other governmental subdivision, such as an Access Provider, which shall have the meaning as set forth in Section 622(g) of the Cable Act.

(k) Gross Annual Revenues – means the Cable Service revenue derived by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles (“GAAP”). Cable Service revenue includes monthly basic, premium and pay-per-view video fees, leased access fees, advertising and home shopping revenue, installation fees and equipment rental fees. Gross Revenue shall not include refundable deposits, bad debt,

late fees, investment income, programming launch support payments, advertising sales commissions, nor any taxes, fees or assessments imposed or assessed by any governmental authority.

(l) Issuing Authority – shall mean the Select Board of the Town of Truro, Massachusetts, or the lawful designee thereof.

(m) Licensee – shall mean Comcast Communications Management LLC., or any successor or transferee in accordance with the terms and conditions in this Renewal License.

(n) License Fee – shall mean the payments to be made by Licensee to the Issuing Authority, the Town of Truro and or any other governmental subdivision, which shall have the meaning as set forth in M.G.L.c. 166A, § 9.

(o) Modulator shall mean CATV modulator or equivalent device used for video signal transport.

(p) Multichannel Video Programming Distributor – shall mean a person such as, but not limited to, a cable operator, a multichannel multipoint distribution service, a direct broadcast satellite service, or a television receive-only satellite program distributor, who makes available for purchase, by subscribers or customers, multiple channels of video programming.

(q) Normal Operating Conditions – shall mean those service conditions which are within the control of the Franchisee. Those conditions which are not within the control of the Franchisee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the Franchisee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the Cable System.

(r) Outlet – shall mean an interior receptacle that connects a television set to the Cable Television System.

(s) PEG Access User – shall mean a Person utilizing the Cable Television System, including all related facilities for purposes of production and/or transmission of PEG Access Programming as opposed to utilization solely as a Subscriber.

(t) Person – shall mean any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Issuing Authority.

(u) Public, Educational and Government (PEG) Access Programming – shall mean non-commercial programming produced by any Truro residents or organizations, schools and government entities and the use of designated facilities, equipment and/or channels of the Cable System in accordance with 47 U.S.C. 531 and this Renewal License.

(v) Public Buildings – shall mean those buildings owned or leased by the Issuing Authority for municipal government administrative purposes, and shall not include buildings owned by Issuing Authority but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

(w) Public Way – shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Issuing Authority in the Town of Truro, which shall entitle Licensee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Issuing Authority within the Town of Truro for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle Licensee to the use thereof for the purposes of installing, operating, and maintaining Licensee’s Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

(x) Renewal License or License – shall mean this Agreement and any amendments or modifications in accordance with the terms herein.

(y) Signal – shall mean any transmission which carries Programming from one location to another.

(z) Standard Installation – shall mean the standard one hundred fifty foot (150') aerial Drop connection to the existing distribution system.

(aa) Subscriber – shall mean a Person or user of the Cable System who lawfully receives Cable Service with Licensee's express permission.

(ab) Subscriber Network – shall mean the trunk and feeder signal distribution network over which video and audio signals are transmitted to Subscribers.

(ac) Town – shall mean the Town of Truro, Massachusetts.

(ad) Trunk and Distribution System – shall mean that portion of the Cable System for the delivery of Signals, but not including Drop Cable(s) to Subscriber's residences.

(ae) Video Programming or Programming – shall mean the programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

ARTICLE 2

GRANT OF RENEWAL LICENSE

SECTION 2.1 - GRANT OF RENEWAL LICENSE

(a) Pursuant to the authority of M.G.L. c. 166A, and the Cable Act the Issuing Authority hereby grants a non-exclusive Renewal License to Comcast Cable Communications Management LLC, a Delaware Corporation, authorizing and permitting Licensee to construct, operate and maintain a Cable System in the Public Way within the municipal limits of the Town of Truro. Nothing in this License shall be construed to prohibit Licensee from offering any service over its Cable System that is not prohibited by federal or state law.

(b) This Renewal License is granted under and in compliance with the Cable Act and M.G.L.c. 166A, and in compliance with all rules and regulations of the FCC and the Cable Division in force and effect during the period for which this Renewal License is granted.

(c) Subject to the terms and conditions herein, the Issuing Authority hereby grants to Licensee the right to construct, upgrade, install, operate and maintain a Cable System within the Public Way.

SECTION 2.2 - TERM: NON-EXCLUSIVITY [SEE M.G.L.c. 166A §3(d) and 13]

The term of this non-exclusive Renewal License shall be for a period of ten (10) years and shall commence on March 1, 2021, following the expiration of the current license, and shall expire at midnight on February 28, 2031.

SECTION 2.3 - POLE AND CONDUIT ATTACHMENT RIGHTS [SEE M.G.L.c. 166 §22-25]

Pursuant to M.G.L.c. 166, §§22-25, permission is hereby granted to Licensee to attach or otherwise affix including, but not limited to cables, wire, or optical fibers comprising the Cable System to the existing poles and conduits on and under public streets and ways, provided Licensee secures the permission and consent of the public utility companies to affix the cables and/or wires to their pole and conduit facilities.

By virtue of this License the Issuing Authority grants Licensee equal standing with power and telephone utilities in the manner of placement of facilities on Public Ways.

SECTION 2.4 - RENEWAL [SEE M.G.L.c. 166A §13]

(a) In accordance with the provisions of federal law, M.G.L.c. 166A, § 13 and applicable regulations, this Renewal License shall be subject to additional renewals for the periods not to exceed ten (10) years or such other periods as allowed by law.

(b) In accordance with applicable law, any such renewal or renewals shall be upon mutual written agreement by Licensee and the Issuing Authority and shall contain such modified or additional terms as Licensee and the Issuing Authority may then agree.

SECTION 2.5 - RESERVATION OF AUTHORITY

Nothing in this Renewal License shall (A) abrogate the right of the Issuing Authority to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability and not specific to the Cable System, Licensee, or this License, or (C) be construed as a waiver or release of the rights of the Issuing Authority in and to the Public Ways. This License is a contract and except as to those changes which are the result of the Issuing Authority's lawful exercise of its general police power, the Issuing Authority may not take any unilateral action which materially changes the explicit mutual promises in this License. Any changes to this License must be made in writing signed by the Licensee and the Issuing Authority. Any conflict between this License and any Issuing Authority ordinance or regulation that is not generally applicable, shall be resolved by a Court of appropriate jurisdiction. Notwithstanding any other provision of this License, Licensee reserves the right to challenge provisions of any ordinance, rule, regulation, or other enactment of the Issuing Authority that conflicts with its contractual rights under this License, either now or in the future.

SECTION 2.6 - NON-EXCLUSIVITY OF LICENSE

(a) Licensee acknowledges and agrees that the Issuing Authority reserves the right to grant one or more additional licenses or other authorizations to other Cable Service providers or wireline based video service providers within the Town for the right to use and occupy the Public Ways or streets within the Issuing Authorities jurisdiction. If any such additional or competitive license or other authorization is granted by the Issuing Authorities which, in the reasonable opinion of Licensee, contains more financially favorable or less burdensome terms or conditions than this Renewal License, including, but not limited to: franchise fees; payment schedules, insurance; system build-out requirements; performance bonds or similar instruments; public, education and government access channels and support; customer service standards; required reports and related record keeping; and notice and opportunity to cure breaches; the Issuing Authority agrees that it shall amend this Renewal License to include any more favorable or less burdensome terms or conditions.

(b) In the event an application for a new cable television license or other authorization is filed with the Issuing Authority, proposing to serve the Town, in whole or in part, the Issuing Authority shall serve a copy of such application upon any existing Licensee or incumbent cable operator by registered or certified mail or via nationally recognized overnight courier service within a reasonable time thereafter.

(c) To the extent allowed by applicable law(s), the grant of any additional cable television license(s) or other authorization shall be on equivalent terms and conditions as those contained in this Renewal License.

(d) The issuance of additional license(s) shall be subject to all applicable federal and state laws, including M.G.L.c. 166A and applicable regulations promulgated thereunder.

(e) In the event that Licensee believes that any additional license(s) or other authorization has been granted on terms or conditions more favorable or less burdensome than those contained in this Renewal License, the Issuing Authority shall convene a public hearing on such issue, within not more than thirty (30) days of receipt of a hearing request from Licensee. Along with said written request, Licensee shall provide the Issuing Authority with written reasons for its belief. At the public hearing, the Issuing

Authority shall afford Licensee an opportunity to demonstrate that any such additional license(s) or other authorization are on terms more favorable or less burdensome than those contained in this Renewal License. Licensee shall provide the Issuing Authority with such financial or other relevant information as is reasonably requested.

(f) Should Licensee demonstrate that any such additional license(s) or other authorizations have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Issuing Authority shall make equitable amendments to this Renewal License within a reasonable time.

(g) In the event that Licensee demonstrates that an existing or future Cable Service provider or wireline based video service provider in the Town has been provided relief by the Issuing Authority from any obligation of its license, then Licensee shall be awarded an equivalent amount of relief from the material obligations herein. Such relief shall be in writing and in the form of an amendment to this License. The Issuing Authority shall convene a public hearing on the issue within sixty (60) days of Licensee's notification to the Issuing Authority requiring such relief, unless otherwise mutually agreed to. Licensee shall provide reasons for its belief in the notification. At the public hearing, the Issuing Authority shall afford Licensee an opportunity to demonstrate that any existing or future service providers in the Town have been provided relief by the Issuing Authority from any obligation of its cable television license or other similar lawful authorization. Licensee shall provide the Issuing Authority with such financial or other relevant information as is reasonably requested to justify its belief; provided, however, that the parties' counsel mutually and reasonably deem said information is non-proprietary.

ARTICLE 3

SYSTEM SPECIFICATIONS AND CONSTRUCTION

SECTION 3.1 - AREA TO BE SERVED [SEE M.G.L.c. 166A §3(a)]

(a) Licensee shall upon request make Cable Service available to every residential dwelling unit within the Town where the minimum density is at least fifteen (15) dwelling units per aerial mile and twenty (20) dwelling units per underground mile providing however, that any request for plant extension is measured from the existing Trunk and Distribution System and Licensee is able to obtain from property owners any necessary easements and/or permits in accordance with Cable Act. Licensee shall make service available to multiple dwelling units (MDU) upon request and where economically feasible and providing that Licensee is able to obtain from the property owners any necessary easements, permits and agreements to provide Service to said MDU. Subject to the density requirement, Licensee shall upon request offer Cable Service to all new homes or previously unserved homes located within one hundred fifty feet (150') of Licensee's Trunk and Distribution System. For non-Standard Installations Licensee shall offer said Service within ninety (90) days of a Subscriber requesting such for aerial installations and one hundred eighty (180) days, weather permitting, of a Subscriber requesting such for underground installations. With respect to areas of the Town which are currently served by Licensee from a contiguous cable television system or currently unserved but could be served by abutting Town(s) served by Licensee, Licensee shall have the option to serve such areas from its cable television system in such abutting Town.

(b) Installation costs shall conform with the Cable Act. Any dwelling unit within an aerial one hundred fifty feet (150 ft.) of the Trunk and Distribution System shall be entitled to a Standard Installation rate in accordance with applicable federal and state laws. Underground installs are considered non-standard installations. All non-standard installations shall be provided at a rate established by the Licensee in accordance with applicable federal and state laws.

(c) Provided Licensee has at least ninety (90) days' prior written notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, it shall install

its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame. If a substantial quantity of cable is required for a large subdivision and said quantity is not in stock, Licensee shall be allowed additional time for said installation. The Issuing Authority, or its designee, shall exercise reasonable efforts to have the Planning Board and developers give timely written notice of trenching and underground construction to Licensee. Developer shall be responsible for the digging and back-filling of all trenches.

SECTION 3.2 - SUBSCRIBER NETWORK

Licensee shall maintain a Cable Television System, fully capable of providing Cable Service in accordance with applicable law.

SECTION 3.3 - PARENTAL CONTROL CAPABILITY

(a) Pursuant to applicable law, upon request, and at no separate, additional charge, Licensee shall provide Subscribers with the capability to control the reception of any channel on the Cable System.

(b) The Issuing Authority acknowledges that the parental control capability may be part of a converter box and Licensee may charge Subscriber for use of said box.

SECTION 3.4---EMERGENCY ALERT OVERRIDE CAPACITY

Licensee shall comply with the FCC's Emergency Alert System ("EAS") regulations.

ARTICLE 4

TECHNOLOGICAL AND SAFETY STANDARDS

SECTION 4.1 - SYSTEM MAINTENANCE [SEE M.G.L.c. 166A §5]

(a) In installing, operating and maintaining equipment, cable and wires, Licensee shall avoid damage and injury to trees, structures and improvements in and along the routes authorized by the Issuing Authority, except as may be approved by the Issuing Authority if required for the proper installation, operation and maintenance of such equipment, cable and wires.

(b) The construction, maintenance and operation of the Cable System for which this Renewal License is granted shall be done in conformance with all applicable state and federal laws, ordinances, codes and regulations of general applicability and the rules and regulations of the FCC as the same exist or as same may be hereafter changed or amended.

(c) Operating and maintenance personnel shall be trained in the use of all safety equipment and the safe operation of vehicles and equipment. Licensee shall install and maintain its equipment, cable and wires in such a manner as shall not interfere with any installations of the Town or any public utility serving the Town.

(d) All structures and all equipment, cable and wires in, over, under, and upon streets, sidewalks, alleys, and public rights of ways of the Town, wherever situated or located shall at all times be kept and maintained in a safe and suitable condition and in good order and repair.

SECTION 4.2 - REPAIRS AND RESTORATION [SEE M.G.L.c. 166A §5(g)]

Whenever Licensee takes up or disturbs any pavement, sidewalk or other improvement of any public right of way or public place, the same shall be replaced and the surface restored in as good condition as possible as before entry as soon as practicable. If Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs, and shall notify Licensee in writing of the restoration and repairs required and the time fixed for the performance

thereof. Upon failure of Licensee to comply within the time specified, the Issuing Authority may cause proper restoration and repairs to be made and the expense of such work shall be paid by Licensee upon written demand by the Issuing Authority. Prior to such repair or restoration the Town shall submit a written estimate to Licensee of the actual cost of said repair or restoration.

SECTION 4.3 - CABLE LOCATION

(a) In all areas of the Town where all of the transmission and distribution facilities of all public or municipal utilities are installed underground, Licensee shall install its Cable System underground, provided that such facilities are actually capable of receiving the Licensee's cable and other equipment without technical degradation of the Cable System's signal quality.

(b) In all areas of the Town where public utility lines are aerially placed, if subsequently during the term of the Renewal License such public utility lines are required by the Issuing Authority or State to be relocated aerially or underground, Franchisee shall similarly relocate its Cable System if it is given reasonable notice and access to the public and municipal utilities facilities at the time that such are placed underground. Any costs incurred by Licensee for relocating the Cable System shall be entitled to reimbursement of such relocation costs in the event public or private funds are raised for the project and made available to other users of the Public Way. In the event that funds are not made available for reimbursement, Licensee reserves the right to pass through its costs to Subscribers.

(c) Nothing in this Section shall be construed to require Licensee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

SECTION 4.4 - TREE TRIMMING [SEE M.G.L.c. 166A §5(a)]

Licensee shall have authority to trim trees upon and overhanging public streets, alleys, sidewalks and ways and places of the Town so as to prevent the branches of such trees from coming

in contact with the wires, cables and equipment of Licensee, in accordance with MGL c. 87 and any Town ordinances and regulations.

SECTION 4.5 – STRAND MAPS

Licensee shall maintain a complete set of strand maps of the Town, which will show those areas in which its facilities exist. The strand maps will be retained at Licensee’s primary place of business, and will be available to the Issuing Authority for inspection by the Issuing Authority upon written request.

SECTION 4.6 - BUILDING MOVES [SEE M.G.L.c. 166 §39]

(a) In accordance with applicable laws, Licensee shall, upon the written request of any Person holding a building moving permit issued by the Town, temporarily raise or lower its wires to permit the moving of the building(s). Licensee shall be given not less than thirty (30) days’ advance written notice to arrange for such temporary wire changes. The cost to raise or lower wires shall be borne by the Person(s) holding the building move permit.

(b) Licensee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement.

SECTION 4.7 - DIG SAFE [SEE M.G.L.c. 82 §40]

Licensee shall comply with applicable “dig safe” provisions pursuant to M.G.L.c. 82, § 40.

SECTION 4.8 - DISCONNECTION AND RELOCATION [SEE M.G.L.c. 166 §39]

(a) In accordance with applicable law, Licensee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same street, or other Public Right of Ways, or remove from any street or any other Public Ways and places, any of its property as required by the Issuing Authority by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a lawful governmental capacity.

(b) In requiring Licensee to protect, support, temporarily disconnect, relocate or remove any portion of its property, the Issuing Authority shall treat Licensee the same as, and require no more of Licensee, than any other similarly situated utility.

(c) In either case, Licensee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement. All cable operators or public or municipal utility companies shall be treated alike if reimbursed for such costs by the Town.

SECTION 4.9 - EMERGENCY REMOVAL OF PLANT

(a) If, at any time, in case of fire or disaster in the Town, it shall be necessary in the reasonable judgment of the Issuing Authority to cut or move any of the wires, cable or equipment of the Cable Television System, the Town shall have the right to do so without cost or liability, provided however that, wherever possible, the Issuing Authority shall give Licensee written notice and the ability to relocate wires, cable or other equipment.

(b) In either case, Licensee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement. All cable operators or public or municipal utility companies shall be treated alike if reimbursed for such costs by the Town.

SECTION 4.10 – PROHIBITION AGAINST RESELLING OF SERVICE

No Person shall resell, without the express prior written consent of Licensee, any Cable Service, program or signal transmitted over the Cable System by Licensee.

ARTICLE 5
PROGRAMMING

SECTION 5.1 - BASIC CABLE SERVICE

Licensee shall make available a Basic Cable Service tier to all subscribers in accordance with 47 U.S.C. 534.

SECTION 5.2 - PROGRAMMING

(a) Pursuant to 47 U.S.C. 544, Licensee shall maintain the mix, quality and broad categories of Video Programming as set forth in **Exhibit A**. Pursuant to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of Licensee.

(b) Licensee shall comply with 76.1603(c) of the FCC Rules and Regulations as well as 207 CMR 10.02 of the Massachusetts Cable Television Division Rules and Regulations regarding notice of programming changes.

SECTION 5.3 - STEREO TV TRANSMISSIONS

All Broadcast Signals that are transmitted to Licensee's headend in stereo shall be transmitted in stereo to Subscribers.

SECTION 5.4 – CABLE CHANNELS FOR COMMERCIAL USE

Pursuant to 47 U.S.C. 532, Licensee shall make available channel capacity for commercial use by persons unaffiliated with Licensee. Rates for use of commercial leased access channels shall be negotiated between Licensee and the commercial user in accordance with federal law.

ARTICLE 6

PEG ACCESS CHANNEL(S) AND SUPPORT

SECTION 6.1 - PEG ACCESS CHANNEL(S)

(a) Use of a video channel for PEG Access Programming shall be provided in accordance with federal law, 47 U.S.C. 531, and as further set forth below. Licensee does not relinquish its ownership of or ultimate right of control over a channel by designating it for PEG use. A PEG Access User – whether an individual, educational or governmental user – acquires no property or other interest by virtue of the use of a channel so designated, and may not rely on the continued use of a particular channel number, no matter how long the same channel may have been designated for such use. Licensee shall not exercise editorial control over any public, educational, or governmental use of a PEG Access Channel, except Licensee may refuse to transmit any Public Access program or portion of a Public Access program that contains obscenity, indecency, or nudity pursuant to Section 611 of the Cable Act. The Issuing Authority shall be responsible for developing, implementing, interpreting and enforcing rules for PEG Access Channel use which shall ensure that PEG Access Channel(s) and PEG Access equipment will be available on a first-come non-discriminatory basis.

(b) Licensee shall designate three (3) channel(s) for a PEG Access Programming purposes. A PEG Access Channel may not be used to cablecast for-profit, political or commercial fundraising programs in any fashion. Unused capacity may be utilized by Licensee subject to the provisions set forth in subsection (c) below.

(c) In the event the Issuing Authority or other PEG Access User elects not to fully program its Channel(s) with original PEG Access Programming, Licensee may reclaim any unused time on those channels, following six (6) months' written notice to the Issuing Authority.

SECTION 6.2 - PEG ACCESS PROVIDER

Beginning on the Effective Date, the Access Provider shall provide services to PEG Access Users and the Town as follows:

- (1) Schedule, operate and program the PEG Access channels provided in accordance with Section 6.3 below;
- (2) Manage the annual funding, pursuant to Section 6.4 below;
- (3) Purchase, maintain and/or lease equipment, with the funds allocated for such purposes in Section 6.4 below;
- (4) Conduct training programs in the skills necessary to produce PEG Access Programming;
- (5) Provide technical assistance and production services to PEG Access Users;
- (6) Establish rules, procedures and guidelines for use of the PEG Access Channels;
- (7) Provide publicity, fundraising, outreach, referral and other support services to PEG Access Users;
- (8) Assist PEG Access Users in the production of Video Programming of interest to Subscribers and issues, events and activities; and
- (9) Accomplish such other tasks relating to the operation, scheduling and/or management of the PEG Access Channels, facilities and equipment as appropriate and necessary.

SECTION 6.3 PEG ACCESS CABLECASTING

(a) In order that PEG Access Programming can be cablecast over Licensee's downstream PEG Access Channel, all PEG Access Programming shall be modulated, then transmitted from an origination location listed in **Exhibit B** to Licensee-owned headend or hub-site on a Licensee-owned upstream channel made available, without charge, to the Town for its use. At Licensee-owned headend, said PEG Access Programming shall be retransmitted in the downstream direction on one Licensee-owned Subscriber Network downstream PEG Access Channels.

(b) Licensee shall provide and maintain all necessary switching and/or processing equipment located at its hub-site or headend in order to switch upstream signals carrying PEG Access Programming

from the location listed in **Exhibit B** to the designated Licensee-owned Subscriber Network downstream PEG Access Channel.

(c) Licensee shall own, maintain, repair and/or replace any Licensee-owned headend or hub-site audio and/or video signal processing equipment. The Town and/or PEG access provider shall own, maintain, repair and/or replace studio and/or portable modulators and demodulators. The demarcation point between Licensee's equipment and the Town's or PEG Access provider's equipment shall be at the output of the Town's and/or the PEG Access provider's modulator(s) or equivalent device at any of the origination locations in **Exhibit B**.

(d) Subject to written request and payment by the Town or its Access Provider as set out herein, the Licensee shall, within thirty-six (36) months of the Effective Date of this License, purchase, install and operate standard definition serial digital interface (SD/SDI) equipment at the PEG Access video return hub for three (3) SD PEG Access Channels and high definition interface equipment for one (1) HD PEG Access Channel. Said equipment shall be used for transport of said PEG Access signal(s) to Comcast's headend facility to enable the Issuing Authority, its designee(s) and/or the Access Provider to cablecast their PEG Access Programming over the Subscriber Network PEG Access Downstream Channels. The Licensee shall provide the Town with an invoice for the cost of the project. Prior to making any payment to the Licensee, the Licensee shall provide the Issuing Authority with a written invoice detailing the cost for said serial digital interface equipment. The Licensee shall own, maintain and repair and/or, if necessary, replace, said equipment for the entire term of this Renewal License

SECTION 6.4 – PEG ACCESS SUPPORT

(a) Licensee shall provide a Franchise Fee to the Issuing Authority, or its designee, for PEG Access purposes, equal to five percent (5%) of its Gross Annual Revenues, less applicable License Fees and assessments from any state or other governmental agencies. Said Franchise Fee shall be used for salaries, operating and other expenses related to PEG Access programming operations, equipment and/or facilities. Said five percent (5%) Franchise Fee shall be made to the Issuing Authority, or its designee, on a quarterly

basis. The first payment shall be made on May 15, 2021 for the period of the effective date through March 31, 2021. Quarterly thereafter, Licensee shall provide payments each February 15th, May 15th, August 15th and November 15th based on revenues from the previous calendar quarter. The final payment shall be made on May 15, 2031 for the period of January 1, 2031 through February 28, 2031.

(b) The Licensee shall provide capital funding to the Issuing Authority or its Access Designee for capital costs for public, educational or governmental (PEG) access facilities (the “PEG Access Capital Funding”) in the amount of Ninety-Six Thousand Dollars (\$96,000) on or before the below referenced dates, as follows:

April 1, 2021	\$9,600
April 1, 2022	\$9,600
April 1, 2023	\$9,600
April 1, 2024	\$9,600
April 1, 2025	\$9,600
April 1, 2026	\$9,600
April 1, 2027	\$9,600
April 1, 2028	\$9,600
April 1, 2029	\$9,600
December 1, 2030	\$9,600

SECTION 6.5 - PROGRAMMING EXCLUSIVITY AND NON-COMPETITION

The Issuing Authority, or its designee, agrees that it will not use its designated PEG Access channel(s), equipment, or other facilities to provide for-profit commercial services which have the effect of competing with Licensee’s business. In addition, any Video Programming produced under the provisions of this Article 6 shall not be commercially distributed to a competing Multichannel Video Programming Distributor without the written consent of Licensee.

SECTION 6.6 – INTERCONNECTION WITH COMPETING CABLE LICENSEE

In the event a License is issued by the Issuing Authority to a competing Licensee, the competing Licensee may not connect its system to Licensee’s Cable System for purposes of obtaining PEG Access Programming from the Licensee’s PEG Access channels without the prior written consent of Licensee.

SECTION 6.7 - PEG ACCESS PROGRAMMING INDEMNIFICATION

The Issuing Authority and/or the Access Provider shall indemnify the Licensee for any liability, loss or damage it may suffer due to violation of the intellectual property rights of third parties or arising out of the content of programming aired on any PEG channel and from claims arising out of the Issuing Authority’s rules for or administration of PEG Access Programming.

ARTICLE 7

CUSTOMER SERVICE AND CONSUMER PROTECTION

SECTION 7.1 - CUSTOMER SERVICE

Licensee shall comply with all customer service regulations of the FCC (47 CFR §76.309), and the regulations of the Massachusetts Department of Telecommunications and Energy, Cable Division, governing billing practices, at 207 CMR §10.01, et. seq., as they exist or as they may be amended from time to time. Likewise, Licensee shall comply with the customer service regulations promulgated by the Cable Division as they exist or as they may be amended from time to time.

SECTION 7.2 - CONSUMER COMPLAINT PROCEDURES [SEE M.G.L.c. 166A §10]

Complaints by any Person as to the operation of the Cable System may be filed in writing with the Cable Division or with the Issuing Authority, each of which shall within ten (10) days forward copies of such complaints to the other. The Issuing Authority and the Cable Division shall be notified by Licensee on forms to be prescribed by the Cable Division not less than annually, of the complaints of subscribers received during the reporting period and the manner in which they have been met, including the time required to make any necessary repairs or adjustments.

SECTION 7.3 - PROTECTION OF SUBSCRIBER PRIVACY

Licensee shall comply with applicable federal and state privacy laws and regulations, including 47 U.S.C. 551.

SECTION 7.4 - EMPLOYEE IDENTIFICATION CARDS

All of Licensee's employees, including repair and sales personnel, entering private property shall be required to carry an employee identification card issued by Licensee.

ARTICLE 8

PRICES AND CHARGES

SECTION 8.1 - PRICES AND CHARGES

(a) All rates, fees, charges, deposits and associated terms and conditions to be imposed by Licensee or any affiliated Person for any Cable Service as of the Effective Date shall be in accordance with applicable FCC's rate regulations [47 U.S.C. 543]. Before any new or modified rate, fee, or charge is imposed, Licensee shall follow the applicable FCC and State notice requirements and rules and notify affected Subscribers, which notice may be by any means permitted under applicable law. Nothing in this Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or retaining Subscribers.

(b) The Issuing Authority acknowledges that under the Cable Act, certain costs of Public, Educational and Governmental ("PEG") Access and other license/franchise requirements may be passed through to the Subscribers in accordance with federal law.

ARTICLE 9

REGULATORY OVERSIGHT

SECTION 9.1 - INDEMNIFICATION

Licensee shall indemnify, defend and hold harmless the Issuing Authority, its officers, employees, and agents from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of Licensee's construction, operation, maintenance or removal of the Cable System, including, but not limited to, reasonable attorney's fees and costs, provided that the Issuing Authority shall give Licensee timely written notice of its obligation to indemnify and defend the Issuing Authority within the timely receipt of a claim or action, sufficient to avoid entry of a default judgment against the Issuing Authority. If the Issuing Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Issuing Authority.

SECTION 9.2 – INSURANCE

(a) Licensee shall carry Commercial General Liability insurance throughout the term of this Renewal License and any removal period pursuant to M.G.L.c. 166A, § 5(c) with an insurance company authorized to conduct business in Massachusetts protecting, as required in this Renewal License, Licensee and listing the Town as an additional insured, against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, operation, maintenance or removal of its Cable System. The amount of such insurance against liability for personal injury and property damage shall be no less than One Million Dollars (\$1,000,000) as to any one occurrence. The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000) in umbrella form. (b) Licensee shall carry insurance against all claims arising out of the operation of motor vehicles in the amount of One Million Dollars (\$1,000,000) combined single limit for bodily injury and consequent death and property damage per occurrence;

(c) All insurance coverage, including Workers' Compensation, shall be maintained throughout the period of this Renewal License. All expenses incurred for said insurance shall be at the sole expense of Licensee.

(d) Licensee shall provide the Issuing Authority upon request with certificate(s) of insurance for all policies required herein upon expiration of policies.

SECTION 9.3 - PERFORMANCE BOND

(a) Licensee has submitted and shall maintain throughout the duration of this Renewal License and any removal period pursuant to M.G.L.c. 166A, § 5(c) a performance bond in the amount of Fifty Thousand Dollars (\$50,000) running to the Town with a surety company satisfactory to the Issuing Authority to guarantee the following terms:

- (1) the satisfactory completion of the installation and operation of the Cable System in the time schedule provided herein and otherwise of M.G.L.c. 166A, § 5(a), (m) and (n);
- (2) the satisfactory restoration of pavements, sidewalks and other improvements in accordance with M.G.L.c. 166A, § 5(g);
- (3) the indemnity of the Town in accordance with M.G.L.c. 166A, § 5(b); and
- (4) the satisfactory removal or other disposition of the Cable System in accordance with M.G.L.c. 166A, § 5(f).

SECTION 9.4 - LICENSE FEES

(a) During the term of the Renewal License the annual License Fee payable to the Issuing Authority shall be the maximum allowable by law, per Subscriber served as of the last day of the preceding calendar year, payable on or before March 15th of the said year. Pursuant to M.G.L.c. 166A, § 9, this fee is currently fifty cents (\$.50) per Subscriber

(b) In accordance with Section 622(b) of the Cable Act, Licensee shall not be liable for a total financial commitment pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall include (i) the PEG Access Annual Support (Section 6.4, and (ii) any amounts included in the term “Franchise Fee” pursuant to Section 622(g)(1) of the Cable Act), but shall not include the following: (i) PEG Access Capital Support (Section 6.4(B)); (ii) interest due herein to the Issuing Authority because of late payments; and (iii) any other exclusion to the term “Franchise Fee” pursuant to Section 622(g)(2) of the Cable Act.

(c) All payments by Licensee to the Town pursuant to this Section shall be made payable to the Town unless otherwise agreed to in writing by the parties.

SECTION 9.5 - REPORTS

(a) Licensee shall file annually with the Cable Division on forms prescribed by the Cable Division, a sworn statement of its revenues and expenses for official use only. In addition, Licensee shall also file with the Cable Division, a financial balance sheet and statement of ownership which shall be supplied upon written request of the Issuing Authority. These requirements shall be subject to the regulations of the Cable Division.

(b) In addition, Licensee shall maintain for public inspection all records required by the FCC and as specified in 47 CFR §76.305 in the manner prescribed therein.

(c) Upon written request, Licensee shall make available to the Issuing Authority all reports required by this section, and subject to requirements of confidentiality for proprietary information.

SECTION 9.6 - EQUAL EMPLOYMENT OPPORTUNITY

Licensee is an Equal Opportunity Employer and shall comply with applicable FCC regulations with respect to Equal Employment Opportunities.

SECTION 9.7 - REVOCATION OF LICENSE

The License issued hereunder may, after due written notice and hearing per Section 9.8 (Notice and Opportunity to Cure), be revoked by the Issuing Authority or the Cable Division for any of the following reasons:

- (a) For false or misleading statements in, or material omissions from, the application submitted under M.G.L.c. 166A, § 4;
- (b) For failure to file and maintain the performance bond as described in Section 9.3 (Performance Bond) or to maintain insurance as described in Section 9.2 (Insurance);
- (c) For repeated failure to comply with the material terms and conditions herein required by M.G.L.c. 166A, §5;
- (d) For repeated failure, as determined by the Cable Division, to maintain signal quality pursuant to the standards provided for by the FCC and/or Cable Division;
- (e) For any transfer or assignment of the Renewal License or control thereof without consent of the Issuing Authority in violation of Section 9.9 herein; and
- (f) For failure to complete construction in accordance with the provisions of the Renewal License.

SECTION 9.8 - NOTICE AND OPPORTUNITY TO CURE

In the event that the Issuing Authority has reason to believe that Licensee has defaulted in the performance of any or several material provisions of this Renewal License, except as excused by Force Majeure, the Issuing Authority shall notify Licensee in writing, by certified mail, of the material provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. Licensee shall have thirty (30) days from the receipt of such notice to:

- (a) respond to the Issuing Authority in writing, contesting the Issuing Authority's assertion of default and providing such information or documentation as may be necessary to support Licensee's position; or

(b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. Licensee shall report to the Issuing Authority, in writing, by certified mail, at forty-five (45) day intervals as to Licensee's efforts, indicating the steps taken by Licensee to cure said default and reporting Licensee's progress until such default is cured.

(c) In the event that (i) Licensee fails to respond to such notice of default; and/or (ii) Licensee fails to cure the default or to take reasonable steps to cure the default within the required forty-five (45) day period; the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to Licensee. Licensee shall be provided reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing.

(d) Within thirty (30) days after said public hearing, the Issuing Authority shall issue a written determination of its findings. In the event that the Issuing Authority determines that Licensee is in such default, the Issuing Authority may determine to pursue any lawful remedy available to it.

(e) In the event that (i) the Issuing Authority fails to issue a written reply within 30 days accepting or rejecting Licensees' response pursuant to 9.8(a) above; (ii) the Issuing Authority fails to issue a written acknowledgement after Licensee's notice that it cured said default pursuant to 9.8(b) above; and/or (iii) the Issuing Authority fails to schedule a public hearing no later than thirty (30) days of having sent a written notice consistent with Section 9.8(c) above and/or (iv) the Issuing authority fails to issue a written determination with thirty (30) days after the public hearing pursuant to Section 9.8(d) above, then the issue of said default against Licensee by the Issuing Authority shall be considered null and void.

SECTION 9.9 – LIQUIDATED DAMAGES

For the violation of any of the following material provisions of this Renewal License, liquidated damages shall be paid by the Licensee to the Town, subject to Section 9.8 (*Notice and Opportunity to Cure*) above. Any such liquidated damages shall be assessed as of the date that the Licensee receives written notice, by certified mail, pursuant to Section 9.8 (*Notice and Opportunity*

to Cure) above, of the provision(s) which the Issuing Authority believes to be in default, unless cured pursuant to Section 9.8 (*Notice and Opportunity to Cure*) above.

1. For failure to extend service to any resident in accordance with Article 3 (*Area to be Served*) herein, One Hundred and Fifty Dollars (\$150.00) per day, for each day that such non-compliance continues.
2. For failure to comply with the FCC's Customer Service Obligations, 47 CFR §76.309, and the Massachusetts Department of Telecommunications and Energy ("DTE"), Cable Division, Billing Practices Regulation, 207 CMR §10.01 et seq., as each may from time to time be amended, and in compliance with Sections 7.1 and 7.2. Fifty Dollars (\$50.00) for each day that any such non-compliance continues.
3. For failure to operate and maintain the Cable Television System, in accordance with Section 4.1 (*System Maintenance*) herein, Fifty (\$50.00) per day, for each day such non-compliance continues.
4. For failure to comply with the PEG access commitments contained in Article 6 (*PEG Access Channels and Support*) herein, Fifty (\$50.00) per day, for each day such non-compliance continues longer than 30 days.
5. For failure to maintain the bonds and insurance required by Sections 9.2 and 9.3 (*Insurance and Bonds*) herein, One Hundred Dollars (\$100.00) per day, for each day of non-compliance.

All similar violations or failures from the same factual events affecting multiple Subscribers shall be assessed as a single violation, and each violation or a failure may only be assessed as a single material violation.

SECTION 9.10 - TRANSFER OR ASSIGNMENT

In accordance with applicable law, this Renewal License or control hereof shall not be transferred or assigned without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld. The consent of the Issuing Authority shall be given only after a hearing upon written application therefor on forms prescribed by the Cable Division. Pursuant to 207 CMR 4.01(2), a transfer or assignment of a license or control thereof between commonly controlled entities, between

affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer or assignment of a license or control thereof under M.G.L.c.166A Section 7. Under 207 CMR 4.00, an “affiliated company” is any person or entity that directly or indirectly or through one or more intermediaries, controls, is controlled by, or is under common control with another person or entity. The application for consent to an assignment or transfer shall be signed by Licensee and by the proposed assignee or transferee or by their representatives, evidence of whose authority shall be submitted with the application. Within thirty (30) days of receiving a request for consent, the Issuing Authority shall, in accordance with State and FCC rules and regulations, notify Licensee in writing of the additional information, if any, it requires to determine the legal, financial, technical and managerial qualifications of the transferee or new controlling party. If the Issuing Authority has not taken action on Licensee’s request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed given.

SECTION 9.11 - REMOVAL OF SYSTEM

Upon termination of this Renewal License or denial of any renewal hereof by passage of time or otherwise in accordance with applicable law and after all appeals from any judicial determination are exhausted and final, Licensee shall remove its supporting structures, poles, transmission and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such termination, the Issuing Authority or property owner may deem any property not removed as having been abandoned. Notwithstanding the above, Franchisee shall not be required to remove its Cable System, or to relocate the Cable System, or to sell the Cable System, or any portion thereof as a result of termination, denial of renewal, or any other lawful action to forbid or disallow Franchisee from providing Cable Service, if the Cable System is actively being used to facilitate any other services not governed by the Cable Act. Notwithstanding the above, the Licensee shall not be required to remove its Cable System, or to relocate the Cable System as a result of revocation, denial of renewal, or any other lawful action to forbid or disallow

Comcast from providing Cable Services, if the Cable System is actively being used to facilitate any other services as allowed by applicable law

SECTION 9.12 - INCORPORATION BY REFERENCE

(a) All presently and hereafter applicable conditions and requirements of federal, state and generally applicable local laws, including but not limited to M.G.L.c. 166A, and the rules and regulations of the FCC and the Cable Division, as they may be amended from time to time, are incorporated herein by reference, to the extent not enumerated herein. However, no such generally applicable local laws, rules, regulations and codes, as amended, may alter the obligations, interpretation and performance of this Renewal License to the extent that any provision of this Renewal License conflicts with or is inconsistent with such generally applicable local laws, rules or regulations.

SECTION 9.13 - NO THIRD PARTY BENEFICIARIES

Nothing in this Renewal License is intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Renewal License.

ARTICLE 10

MISCELLANEOUS

SECTION 10.1 - SEVERABILITY

If any section, subsection, sentence, clause, phrase, or other portion of this Renewal License is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

SECTION 10.2 - FORCE MAJEURE

If for any reason of force majeure Licensee is unable in whole or in part to carry out its obligations hereunder, said Licensee shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this Renewal License, the term "force majeure" as used herein shall have the following meaning: strikes; acts of god; acts of public enemies, orders of any kind of the government of the United States of America or of the Commonwealth of Massachusetts or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; public-health emergencies; landslides; lightning; earthquakes; tornados; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts, environmental restrictions, arrests; civil disturbances; explosions; partial or entire failure of utilities; unavailability of materials and/or essential equipment, environmental restrictions or any other cause or event not reasonably anticipated or within Licensee's control.

SECTION 10.3 - NOTICES

(a) Every notice to be served upon the Issuing Authority shall be shall be sent by certified mail, nationally recognized overnight courier service or other means as allowed by applicable law and providing for a receipt as proof of delivery to the following address or such other address as the Issuing Authority may specify in writing to Licensee.

Town of Truro
Town Manager
24 Town Hall Road, P.O. Box 2030
Truro, MA 02666

(b) Every notice served upon Licensee shall be delivered or sent by certified mail (postage prepaid) or nationally recognized overnight courier service to the following address or such other address as Licensee may specify in writing to the Issuing Authority.

Comcast Cable Communications, Inc.
Attn: Government Relations
181 Ballardvale St.
Wilmington, MA 01887

with copies to:

Comcast Cable Communications, Inc.
Attn: Vice President, Government Relations
676 Island Pond Road
Manchester, NH 03109

Comcast Cable Communications, Inc.
Attn: Government Affairs
One Comcast Center
Philadelphia, PA 19103

(c) Delivery of such notices shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

SECTION 10.4 - ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed without written amendment signed by the Issuing Authority and the Licensee.

SECTION 10.5 - CAPTIONS

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

SECTION 10.6 - WARRANTIES

Licensee warrants, represents and acknowledges that, as of the Effective Date of this Renewal License:

- (a) Licensee is duly organized, validly existing and in good standing under the laws of the State;
- (b) Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the date of execution of this Renewal License, to enter into and legally bind Licensee to this Renewal License and to take all actions necessary to perform all of its obligations pursuant to this Renewal License;
- (c) This Renewal License is enforceable against Licensee in accordance with the provisions herein;
and
- (d) There is no action or proceedings pending or threatened against Licensee which would interfere with performance of this Renewal License.

SECTION 10.7 - APPLICABILITY OF RENEWAL LICENSE

All of the provisions in this Renewal License shall apply to the Town, Licensee, and their respective successors and assigns.

WITNESS OUR HANDS AND OFFICIAL SEAL, THIS _____ DAY OF March, 2021.

TOWN OF TRURO, MA
By: SELECT BOARD

Robert Weinstein, Chair

Kristen Reed, Vice-Chair

Susan Areson, Member

Janet W. Worthington, Member

Stephanie Rein, Member

COMCAST COMMUNICATIONS MANAGEMENT, LLC
By:

Trevor Arp Sr. Vice President
Greater Boston Region

EXHIBIT A

PROGRAMMING

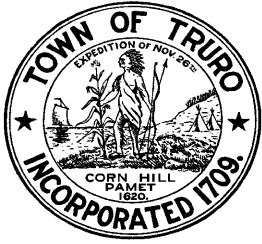
Licensee shall provide the following broad categories of Video Programming:

- News Programming;
- Sports Programming;
- Public Affairs Programming;
- Children’s Programming;
- Entertainment Programming; and
- Local Programming.

EXHIBIT B

VIDEO ORIGINATION LOCATIONS

- (1) Truro Town Hall,(Hub) 24 Town Hall Road; and
- (2) Truro Community Center, 7Standish Way.



TOWN OF TRURO

Select Board Agenda Item

BOARD/COMMITTEE/COMMISSION: Select Board

REQUESTOR: Kristen Reed, Vice-Chair and Susan Areson, Clerk

REQUESTED MEETING DATE: February 23, 2021

ITEM: Further Discussion of Multi-Member Bodies Recruitment (Handbook)

EXPLANATION: Vice-Chair Reed and Clerk Areson continue to spearhead efforts for recruitment for vacancies of Town Board/ Committees/ Commissions with their sub-committee. They will provide information regarding the working draft of the proposed Truro Boards, Committees and Commissions Handbook and will garner feedback from the Board. Feedback from the Board and additional staff feedback will be included in a subsequent draft of the Handbook.

General discussion of recruitment efforts for multi-member bodies may also occur.

FINANCIAL SOURCE (IF APPLICABLE): N/A

SUGGESTED ACTION: Discussion only.

ATTACHMENTS:

1. Draft Handbook



**ACKNOWLEDGEMENT OF RECEIPT OF THE TRURO
BOARDS, COMMITTEES, AND COMMISSIONS HANDBOOK**

**Please sign and return this page to the Town of Truro
Administrative office.**

As a member of the Truro Select Board or any Truro town board, committee, commission, council or work group, I hereby acknowledge that I have reviewed Truro Boards, Committees, Commissions and Handbook, and agree to uphold and abide by the provision of the handbook and conduct myself in accordance.

Signature

E-mail Address

Name of Board/Committee/Commission

Position

Date

TOWN OF TRURO MASSACHUSETTS



BOARD, COMMITTEE AND COMMISSION HANDBOOK

(January 2021)

COMMITTEE HANDBOOK

FOREWARD

This handbook has been prepared by the Truro Select Board as a general informational aid for all Town committees, boards and commissions. You join the many residents who have contributed their time and energy to serving the Town in its 312-year history. We are grateful for this service and want it to be a rewarding and informative experience.

While the handbook has been published for use by committees, boards and commissions appointed by the Select Board, we hope it will be useful to other elected officers and the citizens at large. It provides general descriptions and links to the important state and local laws and policies that govern the conduct of municipal officials.

We all possess valuable skills, experiences and insights gained from our education, occupations or volunteer service with community groups or nonprofit organizations. The wide variety of skills that volunteers offer to Truro is an asset, but municipal service also requires an understanding of additional responsibilities or limits, often defined by law.

In its appointments to committees, the Truro Select Board strives to find people who will listen, learn and work collaboratively -- even when opinions differ. The goal is to make decisions and policies that are prudent for the entire town and its taxpayers. The Select Board liaisons to each committee are available to offer guidance to committee members and to report on their work.

The Select Board thanks you for volunteering your time and effort to serve our community.

Bob Weinstein, Chair
Kristen Reed, Vice Chair
Sue Areson, Clerk
Jan Worthington
Stephanie Rein

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Part 1

INTRODUCTION

This handbook has been developed to assist members of the various boards, committees and commissions in carrying out their duties. The information is meant to serve as a guideline. The specific duties and laws related to a particular board, committee or commission may be found in the Massachusetts General Laws (MGL) or, in some cases, in Truro's bylaws.

The most essential skills that board members can bring to service are the ability to listen, learn and work collaboratively and respectfully with colleagues -- even when opinions differ. While expertise in the topics that a board covers is beneficial, it is not essential to a member's ability to contribute and be productive.

MEMBERSHIP

Members of local boards (refers to boards, committees and commissions) are either elected or are appointed, mostly by the Select Board. The Town Moderator appoints members of the Finance Committee and the Cape Cod Regional Technical High School committee. (See Attachment 3 for the full list of boards, committees and commissions.)

The appointing authority has sole discretion to make appointments as it considers to be in the best interests of the town.

Only full-time Truro residents/voters may be considered for appointment to regulatory boards. The Select Board may consider non-resident taxpayers for appointments to non-regulatory boards.

Oath of office

Written notification of appointment is issued to newly appointed board members, who must report to the Town Clerk's office to be sworn in. Elected and appointed officials must sign an acknowledgement of receipt of information on the state's Open Meeting Law -- <http://www.mass.gov/ago/government-resources/open-meeting-law/> They also must complete state-mandated online ethics/conflict-of-interest training, required every two years.

Term of Office

The full term of office for most positions on standing boards is three years, ending on June 30 of the third year for appointed Boards. Elected board members' term ends the day after the election for their seat.

Reappointments

Appointed board members whose terms are due to expire must inform the appointing authority whether they choose to be reappointed and reapply to continue serving. The Select Board must vote on all reappointments. Board members must take the oath of office again upon reappointment.

Vacancies / Resignations / Lack of attendance

If a board member can no longer fulfill the duties of his/her term of office, s/he must submit a written resignation stating the effective date to the appointing authority, with a copy to the board chairperson and the Town Clerk.

If a member or alternate member of an appointed board is absent for four consecutive meetings without a vote of approval by the rest of the board, that member will be dismissed and replaced.

Recall / Removal

The town charter provides a mechanism to remove elected officials through a citizen petition and subsequent recall election.

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

OFFICERS / DUTIES

Election of officers

Every town board shall elect a chair, vice-chair and clerk annually. For elected boards, the election of officers occurs in May. The new chairman shall notify the appointing authority and the Town Clerk of the names of officers.

There is no limit on the number of consecutive terms a member may be elected to serve as an officer.

Duties of officers

The following are basic duties of officers. Boards may modify these duties to suit their particular needs.

Chairperson

- Presides at all meetings, decides questions of order;
- Working with the rest of the board, sets agenda and dates for meetings;
- Ensures that meetings and agendas are properly posted in accordance with the Open Meeting Law;
- Exercises control over public meetings and hearings, ensures that the proper decorum is maintained and that business is conducted in an orderly and appropriate manner;
- Represents the board before the Select Board, other town bodies, the public and the media, as required -- and with the consent of a majority of the board;
- Ensures that a summary of the board's actions of the previous year are submitted to the Select Board for inclusion in the Annual Town Report.

Vice Chairperson

- The Vice Chair assumes all responsibilities of the Chair whenever the latter is absent from meetings, and performs other duties as necessary.

Clerk/Secretary

- Ensures that minutes of every meeting are taken, approved and filed with the Town Clerk in a timely manner;
- Ensures that copies of documents and other exhibits used during meetings are provided and referenced in a list as addenda to the approved meeting minutes;
- In the absence of paid staff, performs any other clerical or administrative duties, as required.

There are limitations on officers, absent direction from a majority of the board. While any board member may make comments at a meeting or to the media, they may not represent those comments as representative of the entire board.

The charter specifies that no member of the Select Board has individual authority.

MEETINGS

Most boards rely on Robert's Rules of Order in running meetings.

<https://robertsrules.com/>

Or the “in brief” version:

<https://robertsrules.com/books/newly-revised-3rd-in-brief-edition/>

Open Meeting Law

All board members must familiarize themselves with the provisions of the Massachusetts Open Meeting Law -- MGL Chapter 30A, Sections 18-25 -- and its accompanying regulations -- 940 CMR 29.00. The law sets forth specific requirements for posting, scheduling, conducting and recording meetings. Its purpose is to assure that deliberations and decisions made by public officials are conducted openly, and not hidden from the public.

Failure to follow the Open Meeting Law may result in the invalidation of actions taken at a meeting and could result in a penalty of not more than \$1,000 for each intentional violation.

Massachusetts Open Meeting Law:

<http://www.mass.gov/ago/government-resources/open-meeting-law/>

Regulations:

<https://www.mass.gov/files/documents/2017/09/25/New%20OML%20Regulations%20%28Clean%20version%29.pdf>

Definition of Meeting

The Open Meeting Law defines a meeting as “a deliberation by a public body with respect to any matter within the body’s jurisdiction.” Meeting does not include:

- An on-site inspection of a project or program, so long as the members do not deliberate;
- Attendance by a quorum of a public body at a public or private gathering, including a conference or training program or a media, social or other event, so long as the members do not deliberate;
- Attendance by a quorum of a public body at a meeting of another public body that has complied with the notice requirements of the Open Meeting Law, so long as the visiting members communicate only by open participation in the meeting on those matters under discussion by the host body and do not deliberate;
- A meeting of a quasi-judicial board or commission held for the sole purpose of making a decision required in an adjudicatory proceeding brought before it; or
- A Town Meeting which includes the attendance by a quorum of a public body.

Deliberation is defined as “an oral or written communication through any medium, including electronic mail, between or among a quorum of a public body on any public business within its jurisdiction.” Board members may distribute meeting agendas, scheduling information or other reports or documents that may be discussed at a meeting, provided that no opinion of a member is expressed.

It is a violation of the Open Meeting Law to discuss board business outside of a properly posted meeting. This includes individual conversations that occur in serial fashion in which a quorum of members participate and discuss or deliberate. An example is if Member A emails or calls Member B about a topic that is before the board and that email (or phone conversation) is shared with Members C & D, along with opinions on the topic.

These actions deprive the public of the opportunity to attend and monitor the decision-making process.

Posting / Agendas

The Open Meeting Law requires meetings of all public bodies to be posted at least 48 hours in advance of the public meeting, excluding Saturdays, Sundays and legal holidays. The date and time that the notice is posted must be conspicuously recorded.

Notices must include the name of the board, and the date, time and location of the meeting. Notices must also include a sufficiently specific listing of the topics that the chair anticipates will be discussed.

Chairpersons are expected to exercise good judgment when hearing/discussing issues not on the agenda. Routine issues may be aired, while new and/or potentially contentious issues should not be discussed at that meeting to allow for proper posting and public discussion.

Location / Times

Meetings must be held in a handicap-accessible, public location. The majority of public meetings are at Town Hall, 24 Town Hall Road.

The Select Board recommends scheduling meetings no earlier than 8 a.m. and ending no later than 9 p.m. to allow for maximum public attendance.

When posting meetings at Town Hall, it is also necessary to request a meeting room for the meeting. It is strongly recommended to ensure a room is available prior to posting a meeting.

Quorum

A quorum must be present for a board to take an official vote. Unless otherwise defined by law, a quorum is a simple majority of the total number of members of a board, including vacancies. For example, a five-member board requires three members to conduct business; if there are two vacant positions, the board still requires three members to constitute a quorum.

Absent a quorum, whether due to absences or lack of full membership, the board cannot conduct business.

Executive session

The Open Meeting Law requires that all meetings of a governmental body be open to the public, with limited exceptions for which a board may enter into executive session. All appointed boards are urged to consult with counsel (with prior authorization from the Town Manager) if they have any questions about the process and/or permissibility of having an executive session.

Executive session is closed to the public, but the board must first convene in a duly posted open session. A majority of the members must vote by roll-call to enter into the executive session. The motion must state the reason for the executive session and whether the board will return to open session. All votes taken in the executive session must be recorded roll-call votes.

Executive session may be held only for specific reasons, the most common are:

- To discuss the reputation, character, physical condition or mental health, rather than professional competence, of an individual, or to discuss the discipline or dismissal of, or complaints or charges brought against, a public officer, employee, staff member or individual.
- To conduct strategy sessions in preparation for negotiations with nonunion personnel or to conduct collective bargaining sessions or contract negotiations with nonunion personnel.
- To discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body.
- To consider the purchase, exchange, lease or value of real property if an open meeting may have a detrimental effect on the negotiating position of the public body.

A quick guide to executive session:

<https://www.masc.org/member-resources/resource-publications/executive-session/file>

See Part 2 for more detail on allowable topics for executive session.

Public Hearings

The Select Board, Planning Board, Zoning Board of Appeals, Conservation Commission and Board of Health are sometimes required by state law or local regulation to hold public hearings. Such hearings are to gather information from which the board can reach a determination, usually regarding the issuance of a license or permit.

Such hearings will typically have requirements and time frames for advertising and posting public notice of the hearing, notifying abutters, and rendering and filing a decision. These requirements vary depending on the type of hearing. It is the responsibility of the chairperson to assure that the requirements of the public hearing process are properly followed.

See Part 2 for detail on the procedures for public hearings.

Minutes

The Open Meeting Law requires every governmental body to create and maintain accurate minutes of all meetings, including executive sessions. Meetings may not proceed without a designated person responsible for providing a written record.

Minutes specify the date, time and place of the meeting, the members present or absent. They include a summary of the discussions on each subject, actions taken and a record of all votes. A list of documents and other exhibits used at the meeting are part of the minutes.

Minutes need not be verbatim transcripts of a meeting. Audio or video recordings may not be used as permanent records of a meeting.

Availability / Filing of minutes

The Open Meeting Law requires public bodies to create and approve minutes in a timely manner. The approval of minutes should always appear as an agenda item to encourage timely completion and filing. A “timely manner” is considered to be within the next three public body meetings or 30 days from the date of the meeting, whichever is later, unless the public body can show good cause for further delay. The Attorney General encourages minutes to be approved at a public body’s next meeting whenever possible.

Minutes of an open meeting, in whatever form -- notes, draft, tape recording -- are considered public records and must be made available to the public within 10 days upon request. Materials or other exhibits used in an open meeting are also to be made available to the public within 10 days upon request.

Original copies of minutes of all posted and emergency meetings must be filed with the Town Clerk's Office within two weeks of approval. The Town Clerk notes the date and time when minutes are received and makes them available to the public.

Copies of agendas and minutes are also posted on the town website.

<https://www.truro-ma.gov/minutes-and-agendas>

CONDUCT OF PUBLIC OFFICIALS

Conflict of Interest

Members of a board, commission or committee are considered municipal employees, regardless of lack of compensation, and are subject to the Conflict of Interest Law -- www.state.ma.us/ethics. Its purpose is to assure that the private financial interests and personal relationships of public employees do not conflict with their public obligations. The law also regulates the activities of public officials after their term of service is over.

The State Ethics Commission's "Introduction to the Conflict of Interest Law for the Public Sector" specifies:

- You may not ask for or accept anything, regardless of its value, if it is offered in exchange for agreeing to perform or not perform an official act.
- You may not ask for or accept anything worth \$50 or more from anyone with whom you have official dealings. Examples of regulated gifts include: sports tickets, drinks and meals, travel expenses, conference fees, gifts of appreciation, entertainment expenses, free use of vacation homes and complimentary tickets to charitable events. If a prohibited gift is offered, you may refuse or return it; you may donate it to a nonprofit organization, provided you do not take the tax write-off; you may pay the giver the full value of the gift; or, with certain types of gifts, it may be considered "a gift to your public employer," provided it remains in the office and does not ever go home with you.
- You may not accept honoraria for a speech that is in any way related to your official duties, unless you are a state legislator.
- You may not hire, promote, supervise or otherwise participate in the employment of your immediate family or your spouse's immediate family.
- You may not take any type of official action which will affect the financial interests of your immediate family or your spouse's immediate family. For instance, you

may not participate in licensing or inspection processes involving a family member's business.

- You may not take any official action affecting your own financial interest, or the financial interest of a business partner, private employer, or any organization for which you serve as an officer, director or trustee. You may not take any official action regarding an after-hours employer, or its geographic competitors; you may not participate in licensing, inspection, zoning or other issues that affect a company you own, or its competitors; if you serve on the board of a nonprofit organization (that is substantially engaged in business activities), you may not take any official action which would impact that organization, or its competitors.
- Unless you qualify for an exemption, you may not have more than one job with the same municipality or county, or more than one job with the state.
- Except under special circumstances, you may not have a financial interest in a contract with your public employer. For example, if you are a full-time town employee, a company you own may not be a vendor to that town unless you meet specific criteria, the contract is awarded by a bid process, and you publicly disclose your financial interest.
- You may not represent anyone but your public employer in any matter in which your public employer has an interest. For instance, you may not contact other government agencies on behalf of a company, an association, a friend, or even a charitable organization.
- You may not ever disclose confidential information, data or material which you gained or learned as a public employee.
- Unless you make a proper, public disclosure in writing -- including all the relevant facts -- you may not take any action that could create an appearance of impropriety, or could cause an impartial observer to believe your official actions are tainted with bias or favoritism.
- You may not use your official position to obtain unwarranted privileges, or any type of special treatment, for yourself or anyone else. For instance: you may not approach your subordinates, vendors whose contracts you oversee, or people who are subject to your official authority to propose private business dealings.
- You may not use public resources for political or private purposes. Examples of "public resources" include: office computers, phones, fax machines, postage machines, copiers, official cars, staff time, sick time, uniforms, and official seals.
- You may not, after leaving public service, take a job involving public contracts or any other particular matter in which you participated as a public employee.

If a board member has a conflict of interest, or an appearance of a conflict, in any matter before the board, that member should not be counted in the quorum, or participate in or be present for discussion or votes on that matter.

- For in person meetings the member should leave the room,
- For remote meetings the person should turn off their camera and microphone

A person may submit a request for determination of conflict of interest to either the appointing authority or State Ethics Commission. If board members have any questions about their activities, they should file a written request for a determination with Town Counsel, through the Town Manager. The answer will be in writing and will become a matter of public record. A board member may also request a confidential opinion directly from the State Ethics Commission.

Standards of conduct

To ensure public confidence in government, members of all town boards, elected or appointed, are expected to maintain standards of professionalism in public interactions and private communications. They are expected to act with integrity and to treat town staff, other board members and the public with civility and respect, even when differences occur.

Some guidelines:

- Be well-informed concerning the duties of the board on which you serve.
- Keep in mind that you represent the Town of Truro.
- Accept your role as one of public service, not a means to benefit personally, professionally or financially.
- Treat all staff as professionals, respecting the abilities, experience and dignity of each individual.
- Share information obtained on pending issues with other board members.
- In conducting official business, give the clear impression that you cannot be improperly influenced in performing your duties.
- Abide by state ethics rules, making every effort to avoid any appearance of conflict, and properly disclosing any potential conflict.
- Conduct public business in a manner that promotes open and transparent government.
- Honor confidential matters not legally subject to disclosure that come before the board in executive session.

Anyone who feels that a board member is acting inconsistently with these standards may take any of the following actions:

- Speak privately with the board member about his/her behavior.
- Speak to the Select Board liaison to the board in question.
- Ask the chairperson of the board to speak with the individual.

- Bring the matter to the attention of the appointing authority.
- File a formal complaint in writing to the Town Manager.
- File a formal complaint with the Select Board.

See Part 2 for details on Truro's policies governing professional conduct.

ADMINISTRATION

Public Records

With few exceptions, the Massachusetts Public Records Law considers every document and record, hard copy or electronic, made or received by a board to be a public record. These include emails.

The public has a right of access to these records. Town boards and departments are obligated to properly secure and maintain public records. The records are to be stored in a public building, not in private residences.

The town's records custodian, often the Town Clerk, is responsible for providing access to the board's records upon request. A reasonable fee may be charged for copies and for research involved in processing requests for records.

A Guide to the Massachusetts Public Records Law:

<http://www.sec.state.ma.us/pre/prepdf/guide.pdf>

The Public Records Law defines how long records must be preserved:

<http://www.sec.state.ma.us/arc/arcrmu/rmuidx.html>

Use of Town Counsel

Requests for opinions or assistance from Town Counsel must be directed through the office of the Town Manager. Some boards require that requests be made through the chair.

https://www.truro-ma.gov/sites/g/files/vyhlf3936/f/uploads/policy_10_-_access_to_town_counsel_revised_dec_1_2015_signed.pdf

Town Charter

Members of all boards should familiarize themselves with Truro's charter:

https://www.truro-ma.gov/sites/g/files/vyhlf3936/f/uploads/zz_trurocharter_may_2018_2_update.pdf

PART 2

This section of the handbook is to provide more specifics on some of the topics above. It also includes information on reserving meeting rooms, sample formatting for agendas and a staff directory.

ELECTIONS

The Truro Town Charter sets the annual election date as the second Tuesday in May. Only registered voters are eligible to run for town boards.

Prospective candidates for elected boards must take out nomination papers from the Town Clerk to run for office. Once nomination papers are available, typically in January, they must be returned no later than 35 days before Town Meeting. Nomination papers must be signed by 20 registered Truro voters. The Town Clerk must certify the signatures on the nomination papers and the candidate must accept the nomination to be listed on the ballot. (Candidates have 48 hours after filing to withdraw their nomination.)

Vacancies

- Any elected or appointed board member who chooses to resign must submit a signed resignation letter to the Town Clerk.
- If a vacancy occurs on an appointed board, the chairperson must notify the appointing authority, which shall appoint a new member to serve for the balance of the unexpired term. If a new member is not appointed within 45 days of the notification of the vacancy, a replacement may be named by the remaining members of the board.
- A special election is held to fill a vacancy on the Select Board.
- If a vacancy occurs on the Planning Board, the unexpired term shall be filled by joint appointment of the Select Board and the remainder of the Planning Board until the next General election, at which time, the office shall be filled, by election, for the remainder of the unexpired term.
- If a vacancy occurs on the Board of Library Trustees, the School Committee, Housing Authority or Cemetery Commission -- all elected -- the remaining members must notify the Select Board. After a weeks' notice, the Select Board and remaining board members shall appoint a new member to serve until the next general election.

Vacancies on boards are posted on the Town of Truro website -- <https://www.truro-ma.gov> -- the Town Hall bulletin board and distributed to local media outlets for publication or broadcast.

PUBLIC HEARINGS

Some procedures are common to all hearings. The chairperson should run the hearing and state the guidelines. All questions should be directed to the chair. Some guidelines:

- Chair opens hearing and states ground rules;
- Petitioner/applicant makes presentation;
- Information is received from town boards and officials;
- Board members question petitioner;
- Public asks questions, offers comments through the chair;
- Board receives any written documents;
- Chair closes public portion of hearing (may continue to another date, if necessary, before closing hearing);
- Board begins deliberations, seeking answers to questions, if necessary;
- During deliberations, findings of fact are noted;
- Board votes on decision;
- Decision is written using notes from discussion, facts and findings;
- Chair closes hearing;
- Decisions are filed with appropriate parties.

Decisions must be based on the testimony and evidence submitted, written or spoken. The rules of evidence that apply in court do not apply in public hearings of local boards. As such, hearsay and other evidence that would not be permitted in a court may be heard by a board and given such weight as each member deems appropriate. Irrelevant, immaterial and information based on emotions are not appropriate evidence upon which to base a decision.

EXECUTIVE SESSION

The Open Meeting Law allows the following exceptions for closing a public meeting:

- To discuss the reputation, character, physical condition or mental health, rather than professional competence, of an individual, or to discuss the discipline or dismissal of, or complaints or charges brought against, a public officer, employee, staff member or individual.
- To conduct strategy sessions in preparation for negotiations with nonunion personnel or to conduct collective bargaining sessions or contract negotiations with nonunion personnel.

- To discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body.
- To consider the purchase, exchange, lease or value of real property if an open meeting may have a detrimental effect on the negotiating position of the public body.
- To discuss the deployment of security personnel or devices, or strategies with respect thereto.
- To investigate charges of criminal misconduct or to consider the filing of criminal complaints.
- To comply with, or act under the authority of, any general or special law or federal grant-in-aid requirements.
- To consider or interview applicants for employment or appointment by a preliminary screening committee if an open meeting will have a detrimental effect in obtaining qualified applicants. This clause shall not apply to any meeting, including meetings of a preliminary screening committee, to consider and interview applicants who have passed a prior preliminary screening.
- To meet or confer with a mediator with respect to any litigation or decision on any public business within its jurisdiction involving another party, group or entity.
- To discuss trade secrets or confidential, competitively sensitive or other proprietary information provided in the course of activities by a governmental body as: an energy supplier under a license granted by the department of public utilities; in the course of activities conducted as a municipal aggregator; or in the course of activities conducted by a cooperative consisting of governmental entities when such governmental body, municipal aggregator or cooperative determines that such disclosure will adversely affect its ability to conduct business in relation to other entities making, selling or distributing electric power and energy.

<https://www.masc.org/member-resources/resource-publications/executive-session/file>

MEETING ROOMS

All town departments and boards must reserve meeting space in advance. Reserving a meeting room does not constitute a meeting posting.

Town Hall meeting rooms are scheduled through the town manager's office, on a first-come, first-served basis. Room assignments may be changed at the discretion of the administration.

Reservations should be made at least 72 hours in advance of a meeting. They may be requested verbally or in writing, but shall not be considered final until confirmed by the administrative office.

Verbal or written cancellation of a meeting room reservation is required as soon in advance as possible.

Town Hall

There are three meeting rooms in Town Hall. The rooms are primarily for public meetings of town boards and committees; such uses shall receive priority. Rooms may be used for other private, nonprofit purposes on an intermittent basis, if available, with the approval of the Town Manager. Private parties are not permitted.

Room Name	Approx. Seating Capacity
Historic meeting room	6
Lower level conference room	6-8
Select Board's Chambers	100

Hours

Meeting rooms are available during regular Town Hall hours and during the evening on Monday through Thursday. Town Hall offices are open Monday through Friday from 8:00 a.m. to 4:00 p.m. Requests for use of the meeting rooms on other days must be made through the Town Manager's office.

General rules

- All meetings must remain open to the public, with the exception of executive sessions.
- The chairperson is responsible for assuring that his/her board/committee is able to gain access to the building.
- The chair of the board holding the meeting, or a town employee serving as staff support, is responsible for assuring that the meeting room is left in an orderly fashion.
- Food and beverages: Light refreshments are allowed in meeting rooms. All trash must be removed and any spills or other messes are promptly and properly attended to.
- No smoking or alcoholic beverages are allowed on the premises.
- Exceptions to these rules may be made at the discretion of the Select Board.

- Repeated violations of these rules may result in restrictions on future scheduling and use of the meeting rooms.

Community center

Community center rooms must be reserved by filling out a form by emailing coadirector@truro-ma.gov

The form must be received at least two weeks in advance of the meeting / event.

Room	Approx. Seating Capacity
Multipurpose room	400 people, chairs only 190 people, chairs and tables
Pamet Room (portion of Multipurpose)	125, chairs only 65, chairs and tables
Truro Room (portion of Multipurpose)	250 people, chairs only 131 people, chairs and tables

Public Safety Facility

The dispatch center maintains a reservation calendar for the public meeting room at the Safety Facility. The room holds 45 people at tables. Requests may be made by email or phone. Call: 508-487-8730. Email Martha Wheeler: wheeler@truropolice.org and Michelle Thomas: thomas@truropolice.org

Truro Central School

The Truro School Committee permits use of the cafeteria and gymnasium by municipal boards and town departments as long as there are no scheduling conflicts. The cafeteria capacity is 108 and the gymnasium capacity is 301.

The school uses a Building Use Form, attachment #5 below, which should be filled out and emailed to Kathy Rosenkampff -- rosenkampffk@truromass.org -- to seek permission to use Truro Central's gymnasium or cafeteria.

Truro Public Library

To book a library meeting room, call 508-487-1125

The Elisha W. Cobb Room has a large table and seating for 10-12 people.

The Anne H. Brock Community Room has a 50-person maximum occupancy. Folding chairs and tables are available.

Change in meeting location

When it is necessary to meet in a location other than that indicated on the meeting notice -- due to lack of space or inaccessibility of room -- a note must be placed on the front door of the building and on the door of the room identified in the meeting notice, informing the public of the new meeting location.

POLICIES ON PROFESSIONAL CONDUCT

Truro's elected and appointed board members are expected to act with integrity and maintain professional standards. Two Select Board policies define this behavior and how complaints should be handled:

Policy 54: Standards of Professional Conduct

https://www.truro-ma.gov/sites/g/files/vyhli3936/f/uploads/policy_54_standards_of_professional_conduct_signed_2.10.15.pdf

Policy 31: Written complaints and communications:

https://www.truro-ma.gov/sites/g/files/vyhli3936/f/uploads/policy_31_written_complaints_and_communications_2017_signed.pdf

PAYMENT VOUCHERS

Those boards and committees responsible for administering a budget are encouraged to make an appointment with the Town Accountant for instruction on the proper processing and submission of bills for payment. A Schedule of Departmental Bills Payable must be approved and signed by a majority of the board members. An updated list of authorized signatories must be provided to the Town Accountant each year.

PURCHASING

Truro is required to follow state law for procuring supplies and services, the construction and repair of public works, and for public building construction and repair projects. The Town Manager is the designated Chief Procurement Officer responsible for assuring compliance. The Police Chief, Fire Chief and DPW Director have been delegated authority as Procurement Officers for their respective departments.

All boards, committees and departments not specifically delegated with procurement authority must contact the Town Manager's office for obtaining supplies or services.

TOWN HALL DIRECTORY

TOWN HALL OFFICES	PHONE NUMBERS
Assessor's Office	508-349-7004 Ext. 115, 116, 117
Board of Health	508-349-7004 Ext. 131
Select Board	508-349-7004 Ext. 111
Building Department	508-349-7004 Ext. 131
Conservation Commission	508-349-7004 Ext. 131
Executive Assistants	Nicole Tudor: 508-214-0925 Noelle Scoullar: 508-214-0936 Elizabeth Sturdy: 508-214-0935
Licensing Department	508-349-7004
Town Accountant	508-349-7004 Ext.120, Ext.125
Town Clerk	508-349-7004 Ext. 113, Ext. 114, Ext.126
Town Manager Assistant Town Manager	508-349-7004 Ext. 111 508-349-7004 Ext. 128
Town Planner	508-214-0928
Treasurer/Collector	508-349-7004 Ext. 113, 114,126

OTHER DEPARTMENTS	PHONE NUMBER
Emergency ONLY	911
Beach and Recreation	508-487-1632
Community Center	508-487-1632
Council on Aging	508-487-2462
Harbor	508-349-2555

Fire Department	508-487-7548
Truro Police Department	508-487-8730
Public Works	508-349-2140
Truro Central School	508-487-1558
Truro Public Library	508-487-1125

SUMMARY OF LINKS/ATTACHMENTS

1. Open Meeting Law (includes copy of OML and Regulations, OML Guide, Complaint Process, and more):
<http://www.mass.gov/ago/government-resources/open-meeting-law/>
2. Robert's Rules of Order: <https://robertsrules.com/>
3. Conflict of Interest Law: www.state.ma.us/ethics
4. A Guide to the Massachusetts Public Records Law:
<http://www.sec.state.ma.us/pre/prepdf/guide.pdf>
5. Records Retention/Disposal Schedules:
http://www.sec.state.ma.us/arc/arcpdf/MA_Municipal_Records_Retention_Manual.pdf
6. Guide to executive session:
<https://www.masc.org/member-resources/resource-publications/executive-session/file>
7. A Guide to the Massachusetts Public Records Law:
<http://www.sec.state.ma.us/pre/prepdf/guide.pdf>
8. How long records must be preserved:
<http://www.sec.state.ma.us/arc/arcmu/rmuidx.html>
9. Truro website: <https://www.truro-ma.gov>
10. Truro charter:
https://www.truro-ma.gov/sites/g/files/vyhlif3936/f/uploads/zz_trurocharter_may_2018_2_update.pdf
11. Minutes and agendas for Truro boards: <https://www.truro-ma.gov/minutes-and-agendas>
12. Policy 10: Access to Town Counsel:
https://www.truro-ma.gov/sites/g/files/vyhlif3936/f/uploads/policy_10_-_access_to_town_counsel_revised_dec_1_2015_signed.pdf
13. Policy 54: Standards of Professional Conduct
https://www.truro-ma.gov/sites/g/files/vyhlif3936/f/uploads/policy_54_standards_of_professional_conduct_signed_2.10.15.pdf
14. Policy 31: Written complaints and communications:
https://www.truro-ma.gov/sites/g/files/vyhlif3936/f/uploads/policy_31_written_complaints_and_communications_2017_signed.pdf
15. Requirements for posting meetings (Attachment #1)

16. Sample agenda format (Attachment #2)
17. List of elected and appointed boards (Attachment #3)
18. Authorized Signatory Form (Handbook Attachment #4)
19. Truro Central School Building Use Form (Attachment #5)

REQUIREMENTS FOR POSTING MEETINGS

All notices and agendas for board meetings must be posted on the Town Hall bulletin board and on the Town's website (<https://www.truro-ma.gov>). The posting must be received by the Town Administrative Office at least 48 hours in advance of the meeting. Saturdays, Sundays, and holidays cannot be counted.

1. Posting shall contain the following:
 - Board Name
 - Meeting date, time and place
 - Agenda
2. Posting shall be on one side of 8 1/2 by 11 paper
3. Posting shall be received by 1:00 pm on the previous Thursday for meetings held on Monday evenings.
4. A hard copy of the meeting notice/agenda is preferred, however we understand that in order to comply with the 48-hour requirement, a meeting notice may need to be sent by email. If this is necessary, the notice must be sent to the all of the following:

Name	Title	Email	Phone
Nicole Tudor	Town Administration, Executive Assistant	ntudor@truro-ma.gov	508-214-0925
Noelle Scoullar	Town Administration, Executive Assistant	nscoullar@truro-ma.gov	508-214-0936
Elizabeth Sturdy	Office Assistant 3: Financial and Executive Staff Support	esturdy@truro-ma.gov	508-214-0935

A phone call to the office notifying us of the transmittal is encouraged. You will get a reply that the meeting has been posted. If that is not received, do not assume that the notice was posted by the Town Administrative staff.

The Town Administrative Office is not responsible for notices which are left in the mailbox or sent by email if contact is not made with a staff person.

SAMPLE AGENDA



TOWN OF TRURO

(NAME OF BOARD/COMMITTEE) MEETING (DATE) and (TIME)

TOWN HALL, ROOM XX

OR, if the meeting is remote, details on how the public may join

CALL TO ORDER

APPROVAL OF MINUTES

PUBLIC COMMENT (Not applicable to all boards)

NEW BUSINESS

ONGOING BUSINESS

ADJOURNMENT

LIST OF BOARDS, COMMITTEES, COMMISSIONS

BOARD/COMMITTEE/COMMISSION/	ELECTED	TERM	MEMBERS	MEETINGS
N/	APPOINTED		# ALTERNATES*	
Agricultural Commission	A	3	3 + 1	As needed
Beach Commission	A	3	5	As needed
Bike & Walkways	A	3	5 + 2	Monthly
Board of Assessors	A	3	3	As needed
Board of Health	A	3	5 + 1	Twice a month
Cable & Internet Advisory	A	3	5	As needed
Cemetery Commission	E	3	3	Monthly
Charter Review Committee	A	3	7	As needed
Climate Action Committee	A	3	5 + 1	Twice a month
Commission on Disabilities	A	3	7	As needed
Community Preservation Committee	A	3	9	As needed
Concert Committee	A	3	9	As needed
Conservation Commission	A	3	7	Monthly
Council on Aging	A	3	8 + 1	Monthly
Cultural Council	A	3	6 + 2	As needed
Energy Committee	A	3	6 + 2	As needed
Finance Committee	A	3	5	As needed
Historical Commission	A	3	7	As needed
Housing Authority	E	5	5	As needed
Human Services Committee	A	3	5	As needed
Library Trustees	E	3	5	Monthly
Local Comprehensive Plan Committee	A	3	7	Monthly
Open Space Committee	A	3	5 ?	As needed
Pamet Harbor Commission	A	3	6 + 1	Monthly
Planning Board	E	5	7	Twice a month
Recreation Commission	A	3	5 + 1	As needed
Recycling Committee	A	3	5 + 1	As needed

School Committee	E	3	5	Twice a month
Select Board	E	3	5	Twice a month
Shellfish Advisory Committee	A	3	5 + 2	
Taxation Aid Committee	A	3	5	As needed
Town moderator	E	3	1	
Truro rep / County Human Rights Comm	A		1	
Water Resources Oversight Committee	A	3	7	Monthly
Zoning Board of Appeals	A	3	5 + 2	Monthly
Walsh Community Planning Committee	A			As needed
	A			
* Alternates serve 1-year terms				

SAMPLE AUTHORIZED SIGNATORY FORM

OFFICE OF THE TOWN ACCOUNTANT
TRURO, MASSACHUSETTS

Fiscal Year _____ Authorized Signatories

To: All Department Heads, Boards and Committees

Please complete the following form for the current fiscal year to advise this office of the names of employees and/or board members who are authorized to approve and sign payroll and/or vendor payment vouchers for your department:

Department, Board or Committee Name:

- List all authorized signatories-- in most cases, this will be the department head (if no board involved) or all the current members of your board or committee
- Print name and provide signature

PL

EASE RETURN THIS FORM TO THE TOWN ACCOUNTANT

**TRURO CENTRAL SCHOOL
Facilities/Equipment Use Form**

PLEASE READ BEFORE SIGNING

FILE:KG

REGULATIONS COVERING THE USE OF THE BUILDING
BY OUTSIDE ORGANIZATIONS

It is the policy of the School Committee to permit as wide a use of the buildings for civic, educational or charitable purposes as may be consistent with the requirements of the schools, and with Chapter 71, of the General Laws as amended. Requests by Town Officers, Boards, or official committees will be honored provided no conflict exists. Use may be granted to the various Town Departments, Clubs, Churches or Organizations. Use also may be granted to organizations conducting entertainment the net proceeds of which are donated to civic, educational or charitable purposes.

1. **No reservation shall be considered made until the application is returned approved by the Superintendent/Principal**
2. Needs and activities of the schools shall take precedence over any other use of the school facilities. Priority will be given to all programs for Truro children including TEEA, Afterschool Program and Truro Recreation.
3. The facilities are to be used only on the date and at the time and place specified, for the purposes named in the permit.
4. The representative of the organization signing an application and the organization will be held responsible for any damage or loss of property arising from such use, and agrees to assume such liability without expense to the Town.
5. There shall be no alcoholic liquors or beverages brought to or consumed in the buildings or on the grounds.
6. School facilities may not be used for dances other than those run under regular school auspices without special permission of the School Committee.
7. Putting up decorations or scenery, or moving pianos or other furniture is prohibited unless permission is granted.
8. Smoking on school property is prohibited.
9. The distribution or consumption of food or beverages will not be permitted outside of the cafeteria without prior permission. Food and beverages are not permitted in the gymnasium at any time.
10. Kitchen facility will have limited use only and orientation must be provided by food service director or designee. Training time will be reimbursed by group.
11. One or more of the custodial staff shall be on duty during the entire time the facilities are in use. The person(s) on duty shall be paid by the user at the rate established by contract, and shall be paid for at least ½ hour before the opening time and ½ hour after the closing time, and for any extra labor in preparation and cleaning related to the event. The only exception to this will be the Recreation Director who may open and close the building without a custodian present, in accordance School Committee policy.
12. If fees are paid by check for the custodian(s) the check is to be made out to the Town of Truro.
13. Free use of school facilities except for payment of custodians and cafeteria personnel if required, will be granted as follows:
 - A. All official Boards and Agencies of the Town.
 - B. All youth activities and other similar charitable, non-profit organizations for which no admission is charged.
 - C. Other non-profit organizations conducting non-standard activities of community wide interest, subject to approval by the School Committee for which no admission is charged.
 - D. Other requests by individual or groups of a non-standard or unusual nature will be subject to approval by the School Committee.
14. When a school building is used for a program to which admission is charged, fees will be as follows:

PROFIT		NON-PROFIT	
Sept-June Weekend/Evenings	July/August Summer	Sept-June Weekend/Evenings	July/August Summer

	\$100.00	\$250.00	\$100.00	\$100.00
Gymnasium	\$100.00	\$250.00	\$100.00	\$100.00
Classroom (evenings)	10.00	25.00	10.00	10.00
Classroom (day & evening)	25.00	50.00	25.00	25.00
Cafeteria	75.00	150.00	75.00	75.00
Cafeteria with Kitchen	100.00	200.00	100.00	100.00
Parking Lot (Only)	100.00	200.00	100.00	100.00

Other requests by individual groups of a non-standard or unusual nature will be subject to approval by the School Committee. Cost data on other areas for profit making groups will be available on request.

The School Committee may waive the fee, upon request, for an organization raising funds which are to be used for the benefit of students enrolled at Truro Central School.

OVER...

- 15. The custodian is to have supervision of the building during the time for which permission has been granted and he has the authority to close the building if rules and regulations are violated.
- 16. Permission to use facilities may be canceled if the rules and regulations are not observed.
- 17. A Certificate of Insurance may be requested prior to Facility Use approval.

NAME OF ORGANIZATION:

Profit: _____ Non-Profit: _____

Date/Dates Requested: _____

Hours needed including preparation and dismantling time: from _____ to _____

Area/Grounds Requested: _____

Purpose: _____

Total number of people expected: _____

Maximum number expected at one time: _____

Special Equipment/Materials requested: _____

Agent responsible for the obligations of the group: _____

Address: _____ Phone: _____

_____ Date: _____

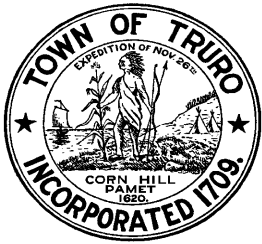
Reviewed by:

- 1. Custodial Coverage: will will not be available.
- 2. Equipment/Materials requested: are are not be available.
- 3. Area/Grounds requested: is is not be available.
- 4. Contact made with group representative yes no .
- 5. Estimated set up/take down time (if applicable) _____.

Reviewed by: _____ Date: _____
Head Custodian

Approved by: _____ Date: _____
Superintendent/Principal

Special thanks for their work on this handbook to: Kristen Reed, Vice Chair, Truro Select Board; Susan Areson, clerk, Truro Select Board; Ann Greenbaum, chair, Truro Planning Board; Carol Harris, chair, Truro Climate Action Committee; and Susan Howe, chair, Truro Commission on Disabilities.



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Darrin Tangeman, Town Manager and Monica Kraft, Town Moderator

REQUESTED MEETING DATE: January 26, 2021

ITEM: Town Meeting Planning and Town Meeting Date

EXPLANATION: In light of the COVID-19 pandemic, the Board will consider changing the date of the Annual Town Meeting to allow for an outdoor, spread out Town Meeting.

Section 2-1-2 of the Charter sets the date for the Annual Town Meeting on the last Tuesday in April. However, M.G.L. c. 39, §9 states that notwithstanding a Charter provision setting the date for the Annual Town Meeting, the Select Board may postpone the date of Town Meeting to any date on or before June 30th.

Last year, Town Meeting was held on a Saturday (on September 26, 2020) at noon. Staff recommends that Town Meeting again be held outside at the Truro Central School Ballfield on a Saturday at noon. Graduation dates of the local high schools and spring holidays were researched to avoid conflict if Town Meeting were to be held later in the spring, however, staff recommends that Town Meeting be held on Saturday, May 1, 2021 at noon (with a rain date of Sunday, May 2, 2021 at noon).

Annual Town Election must be held in accordance with Section 3-2-1 of the Charter, which states that the Annual Town Election shall be held on the second Tuesday in May. Last year, the Legislature as part of one of the Covid Relief laws (Chapter 45 of the Acts of 2020), included a provision that allowed for a delay in the Annual Town Election, but that provision applied only to the 2020 election. Unless the Legislature passes a new Covid Relief bid this year, the date for the Annual Election must be on the date specified in the Charter. From staff's calls to the MA State Elections Division and to the Massachusetts Municipal Association, such legislation appears unlikely. While Town Meeting could be held after the Annual Town Election, staff recommends that the Town Meeting be held before the Election to allow for presentation of articles and discussion on Town Meeting floor prior to voting at the ballot.

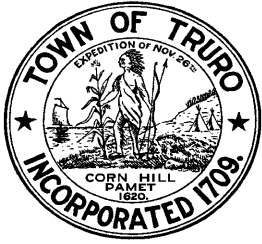
The Annual Town Election will be held on Tuesday, May 11, 2021. The audio/visual contractors are available on May 1, 2021. More tenting and/or the addition of outdoor heaters may need to be considered as we address the potential for colder weather at this time of year. The Town Moderator is in agreement with the Town Meeting date of May 1, 2021.

A vote to change the date of Annual Town Meeting is requested, as is feedback that will inform the planning

process for the 2021 Annual Town Meeting.

SUGGESTED ACTION: *MOVE that, pursuant to General Laws c. 39, Section 9, the Select Board set the date for the Annual Town Meeting as Saturday, May 1, 2021.*

ATTACHMENTS: None



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Darrin Tangeman, Town Manager

REQUESTED MEETING DATE: February 23, 2021

ITEM: Review of Town Meeting Preliminary Article List

EXPLANATION: The 2021 Annual Town Meeting preliminary articles for Annual Town Meeting are attached for discussion. This list may change, particularly as the budget is finalized. Staff seeks the Board's guidance on which articles may be deferred to a future meeting, removed, or added, and if there is interest in including a consent agenda in this year's Warrant, similar to the consent agenda included at the 2020 Annual Town Meeting.

The attached list includes anticipated financial and capital articles, all articles that were removed from the 2020 Annual Town Meeting to shorten the meeting length and the attendees' exposure to the elements, the Planning Board's articles that they offered to defer, articles that were postponed on Town Meeting floor, and new petitioned articles.

This list is only preliminary as the deadline to submit petitioned articles is February 26, 2021 at 4 pm.

SUGGESTED ACTION: Discussion.

ATTACHMENTS

1. List of Articles

TABLE OF CONTENTS

CUSTOMARY & FINANCIAL ARTICLES

Authorization to Hear the Report of Multi-member Bodies

Authorization to Set the Salary of the Select Board

Authorization to Set the Salary of the Moderator

Amendments to the FY2021 Operating Budget Funded by Free Cash

FY2021 Omnibus Budget Appropriation

General Override

Transfer of Funds from Free Cash

Transfer of Funds from Capital Stabilization Fund

Council on Aging Revolving Fund

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

Authorization to Transfer Town Property to the Truro Conservation Trust (From 2020)

CAPITAL IMPROVEMENT ARTICLES

Capital Improvement Program Appropriation: Capital Exclusion Requests

COMMUNITY PRESERVATION ACT ARTICLES

Community Preservation Act

GENERAL BYLAW ARTICLES

Amend General Bylaws, Chapter 3 Prohibitions on the Use and Sale of Balloons (From 2020)

Amend General Bylaws, Chapter 3 Municipal Single-Use Plastic Bottle Ban (From 2020)

ZONING BYLAW ARTICLES

Amend Zoning Bylaw §10.4 and §30.2 Food Truck Definition and Use and §30.9 Parking (From 2020)

Amend Zoning Bylaw §30.9 Parking, C. Off Street Parking Schedule (From 2020)

Amend Zoning Bylaw §40.2 Accessory Dwelling Unit, C. ADU Permit (From 2020)

Amend Zoning Bylaw §40.2 Accessory Dwelling Unit, D. Procedure (From 2020)

Amend Zoning Bylaw §40.2 Accessory Dwelling Unit, D. Procedure (From 2020)

Amend Zoning Bylaw §40.2 Accessory Dwelling Unit, D. Procedure (From 2020)

Amend Zoning Bylaw §40.2 Accessory Dwelling Unit, F. Findings of the Planning Board (From 2020)

Amend Zoning Bylaw §40.2 Accessory Dwelling Unit, H. Requirements for Tax Exemption and §10.4 Definitions (From 2020)

Amend Zoning Bylaw §70.3 Commercial Development (From 2020)

Amend Zoning Bylaw §70.4 Residential Development (From 2020)

Amend Zoning Bylaw §70.6 Recording of Decision (From 2020)

Amend Zoning Bylaw §70.9 Waiver of Site Plan Review (From 2020)

ADVISORY ARTICLES

Reduction of Truro's Net Greenhouse Gas Emissions to Zero by 2050 (From 2020)

Advisory Vote on the Use of Automated Tabulator (From 2020)

PETITIONED ARTICLES

Non- Binding Public Advisory Questions for Increased Security at Pilgrim Nuclear Power Station on Cape Cod Bay- Petitioned Article (From 2020)

Resolution in Support of Changing the State Flag & Seal of Massachusetts- Petitioned Article (From 2020)

Charter Amendment to Sections 3-1-1 and 6-4-2- Petitioned Article (From 2020)

Local Room Occupancy Tax Allocation- Petitioned Article (From 2020)

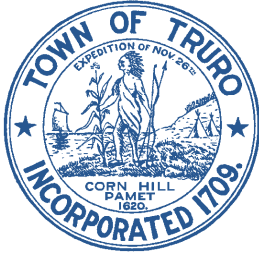
Charter Amendment to Section 2-2-4- Petitioned Article (From 2020)

NEW PETITIONED ARTICLES

Amendment to General Bylaws Ch 3 – Add Municipal Single-Use Bottle Ban

Amendment to Charter Chap 3 & Chap 6 – Make Zoning Board of Appeals an Elected Board

Amendment to Charter Chap 3 & Chap 6 – Make Board of Health an Elected Board



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666


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

7. **CONSENT AGENDA**

- A. Review/Approve and Authorize Signature:
 - 1. *Housing Rehab Subordination Request*
- B. Review and Approve 2021 Business Licenses: Days Market & Deli (Common Victualer and Transient Vendor)
- C. Review and Approve Select Board Minutes: January 25, 2021 (Budget Task)



M E M O R A N D U M

TO: TRURO SELECT BOARD
DARRIN TANGEMAN, TOWN MANAGER
FROM: ALICE BOYD, GRANT ADMINISTRATOR 
DATE: FEBRUARY 8, 2021
RE: HOUSING REHAB LOAN SUBORDINATIONS

Over the past few months the town has received three requests from housing rehabilitation loan recipients to subordinate their loan so that the homeowner can refinance. In normal times, I handle these with the CDP Executive Director, who has the authority to sign loan subordinations as part of the CDP's role operating Truro's housing rehabilitation program.

On April 23, 2020 the MA State Senate and House of Representatives passed "An Act Providing For Virtual Notarization to Address Challenges Related To COVID-19", Chapter 71, <https://malegislature.gov/Laws/SessionLaws/Acts/2020/Chapter71>, that dictates a complex process for municipal real estate transactions during COVID. Unfortunately, these housing rehabilitation loans are classified as a real estate transaction and require the same complicated process, including a recorded role call vote and individual notarized signatures witnessed by the Town Clerk.

Today we have another request to subordinate from Candice Crawford, 18 Great Hollow Road, Truro (attached). After completing the comprehensive underwriting process, I am recommending that the Board vote in the affirmative to subordinate on this loan. The paperwork is attached, and individual signatures witnessed by the Town Clerk are required.

At any time the Select Board also has the opportunity to determine how they wish to handle subordinations if this is becoming too onerous:

- A. Subordinations can be postponed until a time when the Truro Select Board once again meets in person, allowing for wet signatures at your meeting and without individual meetings with the Town Clerk;
- B. A "No Subordination" policy can be voted, prohibiting the subordination of housing rehab loans thus requiring residents to pay back their remaining housing rehab loan when refinancing;

C. Continue the current policy allowing the subordinating all housing rehabilitation loans that meet underwriting requirements and DHCD guidelines

I look forward to facilitating whichever option the Board chooses and can provide information on each option should you wish to modify the existing subordination policy.

Proposed Motion: Vote to approve the subordination of the housing rehab loan on the Crawford property located at 18 Great Hollow Road (*requires recorded roll call vote and individual recorded or in person meeting with Town Clerk*)

Thank you for your assistance and we apologize for any inconvenience.

A handwritten signature in blue ink, appearing to read "Alice", is positioned below the text of the letter.

AFTER RECORDING MAIL TO:
OLD REPUBLIC TITLE – LISA RICHARDSON
530 S MAIN STREET, STE 1061
AKRON, OH 44311

Assessor's Parcel Number:
42-281-0 (PARCEL) 1861 (KEY)

SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

This Subordination Agreement, made this _____ day of _____ 20__ by **THE TOWN OF TRURO** (hereinafter referred to as Beneficiary), present owner and holder of the Mortgage and note first hereafter described, and **PENNYMAC LOAN SERVICES, LLC** (hereinafter referred to as "Lender");

WITNESSETH

THAT WHEREAS, **CANDICE S. CRAWFORD, TRUSTEE OF THE CANDICE S CRAWFORD REVOCABLE LIVING TRUST** (hereinafter referred to as "Owner") did execute a Mortgage, to **THE TOWN OF TRURO** covering that certain real property described as follows:

BEING SHOWN AS LOT 7 ON A PLAN OF LAND ENTITLED "THE COLONY AT GREAT HOLLOW", SUBDIVISION PLAT OF LAND IN TRURO, MADE FOR COLONY REALTY TRUST, SCALE 1 IN. EQUALS 50 FT., APR., 1987, SLADE ASSOCIATES, INC., REG. LAND SURVEYORS, RTE. 6 AND PINE PT. RD., WELLFLEET, MA 02667, WHICH PLAN IS RECORDED WITH SAID REGISTRY OF DEEDS IN BOOK 439, PAGE 44, AND TO WHICH PLAN REFERENCE MAY BE HAD FOR MORE PARTICULAR DESCRIPTION OF SAID LOT 7, AS SHOWN ON SAID PLAN. SAID LOT 7 CONTAINS 36,836 SQ. FT. MORE OR LESS, ACCORDING TO SAID PLAN.

AND more commonly known as: 18 GREAT HOLLOW ROAD, TRURO, MA 02666

to secure a note in the sum of **\$40,000.00** in favor of **THE TOWN OF TRURO** which Mortgage was dated **6/17/2019**, and recorded on **6/21/2019** as Instrument/Doc. No. **29025**, in Book **32107**, Page **190**, in Official Records of said county, and

WHEREAS, Owner has executed, or is about to execute, a Mortgage and note not to exceed the sum of **\$370,000.00** dated _____, in favor of Lender, payable with interest and upon the terms and conditions described therein, which Mortgage is to be recorded concurrently herewith; and

WHEREAS, It is a condition precedent to obtaining said loan that said Mortgage last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the Mortgage first mentioned, Owner has requested Beneficiary to subordinate Beneficiary's lien to the lien about to be taken by the Lender; and

WHEREAS, Lender is willing to make said loan provided the Mortgage securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the Mortgage first above mentioned and provided that Beneficiary will specifically and unconditionally

subordinate the lien or charge of the Mortgage first above mentioned to the lien or charge of the Mortgage in favor of the Lender; and

WHEREAS, It is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary is willing that the Mortgage securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the Mortgage first above mentioned.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed to as follows:

- (1) That said Mortgage securing said note in favor of Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the Mortgage first above mentioned.
- (2) That Lender would not make its loan above described without this subordination agreement.
- (3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the Mortgage first above mentioned to the lien or charge of the Mortgage in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the mortgages hereinbefore specifically described, any prior agreements as to such subordination including, but not limited to, those provisions, if any contained in the Mortgage first above mentioned, which provide for the subordination of the lien or charge thereof to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that:

- (a) It consents to and approves (i) all provisions of the note and Mortgage in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan.
- (b) Lender in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part.
- (c) It intentionally waives, relinquishes and subordinates the lien or charge of the Mortgage first above mentioned in favor of the lien or charge upon said land of the Mortgage in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered unto but for said reliance upon this waiver, relinquishment and subordination; and
- (d) An endorsement has been placed upon the note secured by the Mortgage first above-mentioned that said Mortgage has by this instrument been subordinated to the lien or charge of the Mortgage in favor of Lender above referred to.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF LAND.

IN WITNESS whereof, THE PARTY (IES) hereunto sets his hand this ____ day of _____ 20__.

THE TOWN OF TRURO

BY: _____

Printed Name & Title: **Robert Weinstein & Chair-ATE 2022**

BY: _____

Printed Name & Title: **Kristen Reed & Vice-Chair-ATE 2021**

BY: _____

Printed Name & Title: **Susan Areson & Clerk Member - ATE 2022**

BY: _____

Printed Name & Title: **Janet W. Worthington & Member-ATE 2021**

BY: _____

Printed Name & Title: **Stephanie Rein & Member - ATE 2023**

Witness Signature: _____

Witness Name (Print): _____

Witness Signature: _____

Witness Name (Print): _____

STATE OF _____

SS.

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by **Robert Weinstein, as Chair-ATE 2022, Kristen Reed, as Vice-Chair-ATE 2021, Susan Areson, as Clerk Member - ATE 2022, Janet W. Worthington, as Member-ATE 2021 and Stephanie Rein, as Member -ATE 2023 of THE TOWN OF TRURO.**

NOTARYSTAMP/SEAL

Notary public

My Commission Expires: _____

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

IN WITNESS whereof, THE PARTY (IES) hereunto sets his hand this _____ day of _____ 20__.

THE TOWN OF TRURO

BY: _____

Printed Name & Title: **Robert Weinstein & Chair-ATE 2022**

Witness Signature: _____

Witness Name (Print): _____

Witness Signature: _____

Witness Name (Print): _____

STATE OF _____

SS.

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by **Robert Weinstein**, as **Chair-ATE 2022**, of **THE TOWN OF TRURO**.

NOTARYSTAMP/SEAL

Notary public

My Commission Expires: _____

IN WITNESS whereof, THE PARTY (IES) hereunto sets his hand this _____ day of _____ 20__.

THE TOWN OF TRURO

BY: _____

Printed Name & Title: **Kristen Reed & Vice-Chair-ATE 2021**

Witness Signature: _____

Witness Name (Print): _____

Witness Signature: _____

Witness Name (Print): _____

STATE OF _____

SS.

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by **Kristen Reed**, as **Vice-Chair-ATE 2021**, of **THE TOWN OF TRURO**.

NOTARYSTAMP/SEAL

Notary public

My Commission Expires: _____

IN WITNESS whereof, THE PARTY (IES) hereunto sets his hand this _____ day of _____ 20__.

THE TOWN OF TRURO

BY: _____

Printed Name & Title: **Susan Areson & Clerk Member - ATE 2022**

Witness Signature: _____

Witness Name (Print): _____

Witness Signature: _____

Witness Name (Print): _____

STATE OF _____

SS.

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by **Susan Areson, as Clerk Member - ATE 2022**, of **THE TOWN OF TRURO**.

NOTARYSTAMP/SEAL

Notary public

My Commission Expires: _____

IN WITNESS whereof, THE PARTY (IES) hereunto sets his hand this ____ day of _____ 20__.

THE TOWN OF TRURO

BY: _____

Printed Name & Title: **Janet W. Worthington & Member-ATE 2021**

Witness Signature: _____

Witness Name (Print): _____

Witness Signature: _____

Witness Name (Print): _____

STATE OF _____

SS.

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by **Janet W. Worthington, as Member-ATE 2021** of **THE TOWN OF TRURO**.

NOTARYSTAMP/SEAL

Notary public

My Commission Expires: _____

IN WITNESS whereof, THE PARTY (IES) hereunto sets his hand this ____ day of _____ 20__.

THE TOWN OF TRURO

BY: _____

Printed Name & Title: **Stephanie Rein & Member -ATE 2023**

Witness Signature: _____

Witness Name (Print): _____

Witness Signature: _____

Witness Name (Print): _____

STATE OF _____

SS.

COUNTY OF _____

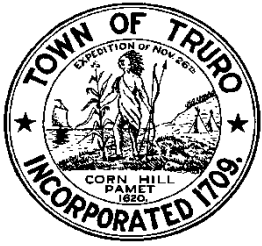
The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by **Stephanie Rein, as Member -ATE 2023** of **THE TOWN OF TRURO**.

NOTARYSTAMP/SEAL

Notary public

My Commission Expires: _____

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Licensing Department

REQUESTOR: Noelle Scoullar, Executive Assistant

REQUESTED MEETING DATE: December 15, 2020

ITEM: Approval of Renewal of 2021 Business Licenses:
Common Victualer and Transient Vendor-Days Market & Deli

EXPLANATION: The Common Victualler License and Transient Vendor License are under the authority of the Select Board as Local Licensing Authorities.

If you approve these licenses for renewal, the licenses will be issued only upon compliance with all regulations, receipt of the necessary fees, proof of taxes paid in full for the current fiscal year and prior approval of the Food Service Licenses by the Health Agent or Board of Health. There were no reported issues with these establishments in 2020.

Mass General Law	Licenses & Permits Issued by Select Board	Names of Businesses
Chapter 101 §2	Transient Vendor	Days Market & Deli
Chapter 140 § 2	Common Victualer-Cook, Prepare & Serve Food	Days Market & Deli

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

SUGGESTED ACTION: *MOTION TO approve the 2021 annual Common Victualer and Transient Vendor licenses for Days Market & Deli upon compliance with all regulations and receipt of the necessary fees and issuance of the Health Department licenses.*

ATTACHMENTS:

1. Renewal Application for 2021: Days Market & Deli



Town of Truro

Board of Health

24 Town Hall Road, P.O. Box 2030, Truro, MA 02666

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

Email: ebeebe@truro-ma.gov or adavis@truro-ma.gov

APPLICATION FOR FOOD SERVICE – COMMON VICTUALER

New Renewal

Section 1 – License Type

Type of License: Food Service Common Victualer

RCVD 2020AUG12 AM 09:44
ADMINISTRATIVE OFFICE
TOWN OF TRURO

Type of Food Service Establishment:

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

Section 2 – Business/Owner/Manger Information

Federal Employers Identification Number (FEIN/SS) [REDACTED]

Business Name: Days Market & Deli

Owner Name: Mylan Janoplis, Pamela Stahl Email Address: daysmarketanddeli@gmail.com

Mailing Address: PO Box 362, Provincetown, MA 02657

Phone No. [REDACTED]

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

Name: see owner info above Email Address: _____

Mailing Address: _____

Phone No: _____ 24 Hour Emergency: [REDACTED]

Section 3 – Business Operation Details

Number of Seats: Inside: N/A Outside: _____ Number of Employees: _____

Length of Permit: Annual Seasonal Operation

Hours of Operation: 7am To 10pm

Days Closed Excluding Holidays: _____

If Seasonal: Approximate Dates of Operation: 04 / 01 / 21 To 12 / 31 / 21

ServSafe
National Restaurant Association

ServSafe® CERTIFICATION

MYLAN JANOPLIS

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

1274045
CERTIFICATE NUMBER

10697
EXAM FORM NUMBER

4/20/2019
DATE OF EXPIRATION

4/20/2024
DATE OF EXPIRATION

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




Sherman Brown
Executive Vice President, National Restaurant Association Solutions



In accordance with ANSI Accredited Program Standard ANSI-ISO/IEC 15189:2013, Section 7.1.4.2

ANSI Accredited Program Standard ANSI-ISO/IEC 15189:2013, Section 7.1.4.2.1 The ServSafe logo are trademarks of the NRAEF, National Restaurant Association® and the arc design.

For more information, visit www.servsafe.com

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

ServSafe
National Restaurant Association

ServSafe® CERTIFICATION

PAMELA STAHL

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

17740044

CERTIFICATE NUMBER

10697

EXAM FORM NUMBER

4/20/2019

DATE OF EXAMINATION

4/20/2024

DATE OF EXPIRATION

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



Sherman Brown

Sherman Brown
Executive Vice President, National Restaurant Association Solutions



In accordance with ANSI Accredited Program #0655, ServSafe® Food Protection Manager Certification Examination is accredited by ANSI.

CFP is a service mark of the American National Standards Institute (ANSI) and the Conference for Food Protection (CFP). The ServSafe logo and the arc design are trademarks of the NRAEF, National Restaurant Association® and the arc design.

The information contained herein is for informational purposes only.

Contact us with questions at 223 S. Wacker Drive, Suite 3600, Chicago, IL 60606-6383 or ServSafe@restaurant.org.

CERTIFICATE OF ALLERGEN AWARENESS TRAINING

Name of Recipient: PAMELA STAHL

Certificate Number: 3836808

Date of Completion: 3/31/2019

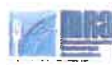
Date of Expiration: 3/31/2024



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

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

Issued By:



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



NATIONAL RESTAURANT ASSOCIATION
800.765.2122
www.restaurant.org

CERTIFICATE OF ALLERGEN AWARENESS TRAINING

Name of Recipient: MYLAN JANOPLIS

Certificate Number: 3839810

Date of Completion: 3/6/2019

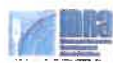
Date of Expiration: 3/5/2024



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

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

Issued By:



Massachusetts Restaurant Association
333 Turnpike Road, Suite 102
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508-303-9905
www.massrestaurantassoc.org



800.765.2122
www.restaurant.org



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

HEALTH DEPARTMENT
TOWN OF TRURO

NOV 24 2020

RECEIVED BY:

**FIRE PROTECTION SYSTEMS
ANNUAL TEST REPORT**

BUSINESS NAME: DAYS MARKET & DELI

OWNER/MANAGER: MYLAN JAWOPLIS

ADDRESS: 271 Shore Road N. Truro, MA 02652

PHONE # [REDACTED] NUMBER OF UNITS: _____

CONTACT PERSON: Mylan Jawoplis

ADDRESS: 271 Shore Road N. Truro, MA 02652

TESTING COMPANY: Jurko Silva Electricians

TESTING ELECTRICIAN/TECHNICIAN: Jurko Silva

COMPANY PHONE #: 508 487 6213 HOME PHONE #: _____

LICENSE #: E38932

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

COMMENTS: _____

DATE OF CERTIFICATION: 11/23/20 BY: Jurko P. Silva
Signature of Licensed Electrician

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/24/2020

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

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

PRODUCER FIRESIDE INSURANCE AGENCY, INC. 36 Shank Painter Road #10 P.O. Box 760 Provincetown, MA 02657	CONTACT NAME: _____ PHONE: _____ (A/C, No, Ext): _____ FAX (A/C, No): _____ EMAIL: _____ ADDRESS: _____
INSURED MCJLT, INC DAYS MARKET & DELI PO Box 362 Provincetown, MA 02657-0362	INSURER(S) AFFORDING COVERAGE INSURER A: NorGUARD Insurance Company INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____
HEALTH DEPARTMENT TOWN OF TRURO NOV 25 2020 RECEIVED BY:	
NAC# 31470	

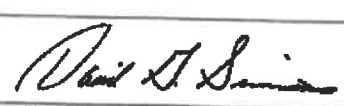
COVERAGES **CERTIFICATE NUMBER:** _____ **REVISION NUMBER:** _____

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

RISK LTR	TYPE OF INSURANCE	ADDL SUBR INSR / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____					EACH OCCURRENCE \$ 0 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 0 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 0 GENERAL AGGREGATE \$ 0 PRODUCTS - COMP/OP AGG \$ 0
	AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y / <input type="checkbox"/> N N/A	[REDACTED]	04/22/2020	04/22/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Employees: Full Time: 2; Part Time: 1 Governing Class Description: STORE:DELI-RTL-NO UNCOOKED FRSH MTS

CERTIFICATE HOLDER TOWN OF TRURO 24 TOWN HALL RD Truro, MA 02666	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: 
--	--



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
11/24/20

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PRODUCER FIRESIDE INSURANCE AGENCY INC #10 Shank Painter Cmn POB 760 Provincetown, MA 02657-0760		CONTACT NAME: Stephanie L. Santos PHONE A/C No. Ext.: (508) 487-9044 FAX A/C No.: (508) 487-0649 E-MAIL ADDRESS: s.santos@firesideinsuranceagency.com	
INSURED MCJLT INC P.O. Box 362 Provincetown, MA 02657		INSURER(S) AFFORDING COVERAGE INSURER A: American European Ins. Group INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSTR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		[REDACTED]	04/29/2020	04/29/2021	EACH OCCURRENCE \$ 1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:					GENERAL AGGREGATE \$ 2,000,000
	AUTOMOBILE LIABILITY					PRODUCTS - COMP/OP AGG \$ 2,000,000
	ANYAUTO					COMBINED SINGLE LIMIT (Ea accident) \$
	OWNED AUTOS ONLY					BODILY INJURY (Per person) \$
	HIRE AUTOS ONLY					BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB					\$
	EXCESS LIAB					EACH OCCURRENCE \$
	DED					AGGREGATE \$
	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A			E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

HEALTH DEPARTMENT
TOWN OF TRURO

NOV 25 2020

RECEIVED BY:

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
271 SHORE ROAD, NORTH TRURO, MA 02652
CONVENIENCE STORE

CERTIFICATE HOLDER**CANCELLATION**

TOWN OF TRURO
24 TOWN HALL ROAD
TRURO, MA 02666

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



T0B#2021-31

**TOWN OF TRURO
BOARD OF HEALTH**

PO Box 2030, Truro MA 02666
P: 508-349-7004 x 131 F: 508-349-5508

HEALTH DEPARTMENT
TOWN OF TRURO

NOV 20 2020

RECEIVED BY:

APPLICATION FOR PERMIT TO SELL TOBACCO AND TOBACCO PRODUCTS

Renewal New

Fees due upon approval: **\$50.00 total**

In accordance with MGL c.111, Section 31, and Section XI, of the Truro Board of Health Tobacco Control Regulations, the undersigned makes application to the Board of Health or approving authority for permission to sell tobacco and tobacco products.

Applicant Information:

Days Market & Deli

11/16/2020

Establishment Name

271 Shore Rd, N. Truro MA 02652

Date

508.487.2855

Establishment Address

PO Box 362, Provincetown MA 02657

Phone

Establishment Mailing Address (if different)

MA Department of Revenue Retailer's License Number:



(Required)

Mylan Janoplis

co-owner

Applicant's Name

Title

34 Commodore Ave, Provincetown MA 02657

Applicant's Address

Certification

I certify that the information I have provided is true and accurate. I fully understand that granting of the annual Tobacco Sales Permit is contingent upon my adherence to all applicable State laws and local regulations governing the sale and distribution of tobacco products. Failure to comply may result in the suspension or revocation of my annual permit to operate and any other legal action deemed appropriate by the Town of Truro.


Signature of Applicant

11/16/2020

Date

BOTH SIDES OF THIS APPLICATION MUST BE COMPLETED BEFORE A PERMIT WILL BE ISSUED.



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

HEALTH DEPARTMENT
 TOWN OF TRURO

DEC 02 2020

RECEIVED BY:

Workers' Compensation Insurance Affidavit: Builders/Contractors/Electricians/Plumbers.
 TO BE FILED WITH THE PERMITTING AUTHORITY.

Applicant Information

Please Print Legibly

Name (Business/Organization/Individual): DAYS MARKET & DELI

Address: 271 Shore Road N. TRURO, MA 02652

City/State/Zip: _____ Phone #: _____

Are you an employer? Check the appropriate box:

1. I am an employer with 5 employees (full and/or part-time).*
2. I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required.]
3. I am a homeowner doing all work myself. [No workers' comp. insurance required.] †
4. I am a homeowner and will be hiring contractors to conduct all work on my property. I will ensure that all contractors either have workers' compensation insurance or are sole proprietors with no employees.
5. I am a general contractor and I have hired the sub-contractors listed on the attached sheet. These sub-contractors have employees and have workers' comp. insurance. ‡
6. We are a corporation and its officers have exercised their right of exemption per MGL c. 152, §1(4), and we have no employees. [No workers' comp. insurance required.]

Type of project (required):

7. New construction
8. Remodeling
9. Demolition
10. Building addition
11. Electrical repairs or additions
12. Plumbing repairs or additions
13. Roof repairs
14. Other

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

† Homeowners who submit this affidavit indicating they are doing all work and then hire outside contractors must submit a new affidavit indicating such.

‡ Contractors that check this box must attached an additional sheet showing the name of the sub-contractors and state whether or not those entities have employees. If the sub-contractors have employees, they must provide their workers' comp. policy number.

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

Insurance Company Name: Fireside Insurance Agency

Policy # or Self-ins. Lic. #: _____ Expiration Date: 04/22/2021

Job Site Address: 271 Shore Road City/State/Zip: N. TRURO, MA 02652

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

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

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

Signature: _____ Date: 2 Dec. 2020

Phone #: _____

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

City or Town: _____ Permit/License # _____

Issuing Authority (circle one):

1. Board of Health 2. Building Department 3. City/Town Clerk 4. Electrical Inspector 5. Plumbing Inspector
 6. Other _____

Contact Person: _____ Phone #: _____

Number: 2021-31A

Fee: \$75.00

Town of Truro Board of Health
24 Town Hall Road, Truro, MA 02666
Permit To Operate A Food Establishment

In accordance with Regulations promulgated under authority of Chapter 111, Section 127A of the General Laws a Permit is hereby granted to:

Whose place of business is **Mylan Janoplis, Pamela Stahl., d/b/a Days Market & Deli**
271 Shore Road

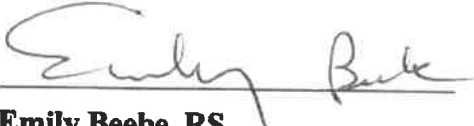
Type of business and any restrictions **Retail food market and Deli**

To operate a food establishment in **Truro**
(City or Town)

Permit Expires: **December 31, 2021**

(Seasonal: April – December)

Date Issued: **2/4/2021**



Emily Beebe, RS

Agent to the Truro Board of Health

Number: 2021-31B

Fee \$50.00

Town of Truro Board of Health
24 Town Hall Road, Truro, MA 02666
Tobacco/Tobacco Products License

This is to Certify that
Address


Mylan Janoplis, Pamela Stahl, d/b/a Days Market & Deli
271 Shore Road

IS HEREBY GRANTED A LICENSE

For sales and distribution of tobacco and tobacco products

This license is granted in conformity with the Statutes and ordinances relating thereto, and expires
December 31, 2021 unless sooner suspended or revoked.

Date : 2/4/2021



Emily Beebe, RS

Truro Board of Health



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666
Tel: 508-349-7004, Extension: 10 or 24 Fax: 508-349-5505

TAX STATUS REQUEST FOR LICENSING

Date 11/24/2020

Request is coming from the Selectmen's Office _____ Health Office X

Owner's Name: Mylan Janoplis

Business Name Days Market & Deli

Residential Address 271 Shore Road

Map and Parcel 13-12

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

*Paid through FY 20
Past due first half 21*

M. J. Steiner
Tax Collector's Signature

11/25/2020
Date

**Truro Select Board Budget Meeting
Monday, January 25, 2021
Remote Meeting**

Select Board Members Attending: Robert Weinstein, Chair; Kristen Reed Vice-Chair, Susan Areson Clerk, Jan Worthington, and Stephanie Rein

Attending: Town Manager Darrin Tangeman; Assistant Town Manager Kelly Clark; Jon Nahas Principal Assessor, Trudi Brazil Town Accountant, Bob Panessiti Chair Finance Committee, Raphael Richter and Richard Wood Finance Committee Members

**TRURO SELECT BOARD BUDGET
TASK FORCE**

Select Board Chair Robert Weinstein opened the Select Board Budget Task Force Meeting at 1:30PM. He introduced the Select Board Members. Finance Committee Chair Bob Panessiti introduced members of the Finance Committee.

There was brief commentary on the availability of a Finance Committee member to the Budget Task Force Meetings. Chair Weinstein hoped that the Budget Task Force meetings continue to get the valued participation from the full complement of the Finance Committee. The Finance Committee Chair spoke of the trends that he has seen as a member of the Committee for 20 years. He added that there is limited Commercial tax base in town and a reliance on property taxes. There are increases in regulation, staffing needs, and housing needs to address. Finance Committee Member Wood spoke of the role of the Finance Committee. Select Board Chair Weinstein noted his concern over the community becoming a non-resident community in the near future due to the cost of living in Truro and worries that the budget is adding to that projection. He continued to speak of the two portions of the budget: Capital expenses and Operating costs.

Select Board Clerk Areson reiterated the Chair's concern of the increasing Town Budget and noted that the State assessment of Truro's property values increased significantly. She asked if those numbers could be discussed at this meeting. Select Board Vice-Chair Reed asked for input from the Town Manager on their budget process thus far. Town Manager Tangeman stated that he has met with the various Department heads to see what they need to operate, the environment as it relates to Covid-19, and their projections for next year. He explained that there will be an additional meeting to understand where the limitations are and what are the priorities. He asked that the Select Board and the Finance Committee speak to their goals and objectives to help shape the budget.

Finance Committee Chair Panessiti added that they could look at other revenue sources if they are not reducing expenditures, suggesting that perhaps an Economic Development group on the Cape can give a presentation to see what other communities are doing.

Finance Department Budget

Principal Assessor Jon Nahas spoke to the contractual increases in the 5100-line item and an increase in 5200 purchase services line. A new item of \$5K was added for the Appellate Tax Board for consultant/legal fees if values need to be defended. FY22 is a recertification year, resulting in a higher cost for PK valuation services. The 5400-line item for supplies remains the same. The 5700-line item has a slight increase for the Massachusetts Assessors Association. The overall budget has an increase of 11.4%. Select Board Clerk Areson asked if there is an increase every 5 years for the certification.

Town Manager Tangeman contributed that recertification increase will not be included again for four years. Principal Assessor Nahas noted that *if* there is a need to explain the values at the Appellate Tax Board, the funds are there for additional support.

Select Board Chair Weinstein felt that the amount for the Appellate Tax Board defense was not unreasonable. Town Accountant Brazil asked for clarification on the local newspaper subscription total.

Parking Magistrate Budget

Principal Assessor Nahas commented that his additional role for the Town includes that of Parking Magistrate. He explained the role of the Parking Magistrate. As the Town no longer uses a third-party company for the motor vehicle holds at the Registry of Motor Vehicles there is a reduction in the budget for FY22 of 18%. Principal Assessor Nahas reported that in 2020 there were 283 parking tickets, for a revenue total of \$9, 910.00 and he reported on the recent Demand Notices.

Town Accountant Department Budget

Town Accountant Trudi Brazil reviewed the Accounting department's budget. She explained the wage line item, with respect to salaries, vacation, and sick buy back. The Purchase of Services for \$1200 is for audit assistance. The supply line for \$700 has been reinstated to \$1000 for office supplies. The 5700-line item is for staff development, education, and training. The budget increased by roughly 3.1%. Town Accountant Brazil explained the Comprehensive Annual Financial Report (CAFR). Town Manager Tangeman added that CAFR is a great tool to provide transparency of Town's budgeting for the community. Select Board Vice-Chair Reed asked if the information can be used for a cost-benefit analysis in the future. Town Accountant Brazil explained that the CAFR gives a fiscal picture of the community.

Finance Committee Member Wood asked about contracts expiring and projections. Town Account Brazil explained the process for negotiations with respect to Town Meeting. It was reported to Select Board Vice-Chair Reed that CAFR reports take 2-3 months for submission back to the municipality.

Information Technology Budget

IT Director David Wennerberg introduced himself. He stated that there is a 3.5% (\$12, 891.00) increase in the IT Budget compared to last year. He spoke of the increase on the 5100 line for salary. Purchase of Service (5200) has an increase of \$5,423.00 for annual software maintenance. The supply line 5400 has a 6.7% increase (\$400). 5700 is unclassified with an 8.6% increase (\$128). 5800 Capital Outlay has an increase of \$6,850.00 for upgrading the internal WIFI at the Public Safety and the Library.

Select Board Vice-Chair Reed asked the IT Director for input on GoTo Meeting versus Zoom for video conferencing meetings. IT Director Wennerberg explained the reasoning for using GoTo Meeting for video conferencing. Town Manager Tangeman explained his history with Zoom Meeting and Microsoft Teams at his prior municipality. Select Board Vice-Chair Reed thanked everyone for their answer, adding that she primarily uses Zoom and was curious which platform was the best option.

Select Board Clerk Areson asked about the percentage carryover from year to year. Accountant Brazil noted that the IT Budget is comparing the FY22 request to the revised FY21 request. Typically, the FY22 budgets have been compared to the originally requested FY21 budgets. Select Board Chair Weinstein asked about Open Cape fiber optics. Open Cape is at Town Hall and Public Safety with connections for the Library and the Community Center and with Comcast as a backup.

Select Board Clerk Areson asked if there was an ability to film meetings in the Community Center. IT Director Wennerberg responded that the Pamet Room now has three cameras with recording equipment. Select Board Chair Weinstein asked about assistance from the Cape Cod Commission and if that was still ongoing. Director Wennerberg, clarified that Barnstable County assists, and said their help is still an option but due to the Covid-19 restrictions, they were unable to do site visits. Director Wennerberg agreed with the Chair that their services were of great assistance to his department.

Select Board Clerk Areson thanked the IT Director for all his efforts during the pandemic which was agreed upon by members of the Budget Task Force and fellow staff members.

Moderator Department Budget

Select Board Chair Weinstein recused himself from the discussion. Select Board Vice-Chair Reed noted the consistent budget of the Town Moderator.

Select Board Budget

Town Manager Tangeman commented that there were no changes in the salary and wages line. There is a request to increase the Chamber of Commerce contract by \$20,347.00. There are two areas that the Chamber feels that the funds should be dedicated to: advertising and staffing of the information booth. Town Manager Tangeman asked for greater detail from the Chamber on this increase. He was concerned about the increase over time as he sees reductions in revenues in

other parts of the Town Budget. Select Board Vice-Chair Reed recused herself from the discussion as Chequessett Chocolate was a member of the Chamber. Finance Committee Member Wood asked generally if there was a list being maintained of items that need further discussion. Town Manager Tangeman concurred that bringing back any overages for discussion will help in prioritizing. Select Board Clerk Areson echoed the sentiment of the Town Manager and said it should be discussed at a later time with more information from the Chamber. Finance Chair Panessiti questioned the budget with respect to the Room Tax. Town Accountant Brazil noted the history of the Chamber's budget. Finance Committee Chair Panessiti spoke to the requested increase.

Select Board Member Rein asked what the Chamber members pay as a membership fee. Assistant Town Manager Kelly Clark responded that the base price is \$250.00 per year and \$150.00 per year for a nonprofit. Select Board Member Rein felt that they were missing information to proceed with this discussion. Select Board Clerk Areson spoke to the room occupancy tax and the numerous ways that the funds can be used. She welcomed a more detailed discussion on the use of these funds. Finance Committee Chair Panessiti concurred that the budget should be looked at closely with an education for the taxpayers and budget forecasting to determine the needs of the community.

Town Manager Tangeman stated that the Chamber's membership dues are almost equal to the Town's contribution of \$37K with membership dues totaling around \$38K.

In the 5700-line item, the original FY22 request included \$10K, which went to \$5K when the budget was revised. The funds for the 400 Celebration were removed. There was a discussion on the current status of the 400 Celebration. Select Board Vice-Chair Reed asked if the Town allocated funds to the program. Town Accountant Brazil responded that the \$3K was not expended.

Town Manager Budget

Town Manager Tangeman explained the salary and wages line. Line item 5200 for the CDBG loan monitoring is paid for by program receipts which has to be budgeted due to Federal requirements. There is a reduction of \$1,000.00 in 5400 supplies. Select Board Chair Weinstein asked about the increase for the hourly wages in Admin salaries. Town Manager Tangeman responded that the Office Assistant position has taken on more responsibilities working with the Interim Town Planner. Chair Weinstein felt that it would be useful to have a compilation of these hours, as well as Town Counsel's hours, when contemplating filling the position of Town Planner. Town Manager Tangeman noted the asset of having Town Counsel assist in the capacity of Interim Town Planner. The cost in the first 5 months of the fiscal year has been \$50,448.00. Currently, the funds are being expended from the Town Counsel budget.

Select Board Clerk Areson acknowledged the work of Attorney Carboni. She questioned the additional \$16K, asking if it was for overtime cost of the Office Assistant Position. Assistant Town Manager Clark stated that the position is a 35 hour a week position, but with the additional

workload, was increased to 40 hours. Because the position calls for a higher grade, there is a higher pay rate included in the budget. Select Board Clerk Areson questioned if the time would be reduced once a Town Planner is hired. Town Manager Tangeman responded that they were budgeting for the current situation. There was a hold on posting the position of Town Planner in anticipation of a new Town Manager.

Finance Committee Budget

Town Manager Tangeman stated that there is a reduction in training otherwise the budget is fairly the same.

Reserve Fund

Town Manager Tangeman stated that he would like a discussion in the future on a Reserve fund policy. He responded to Finance Committee Member Wood, that the national standard is 16.67% for reserves. Finance Committee Chair Panessiti highlighted that there is the stabilization fund which follows investment banking guidelines to keep our bond rating intact. Finance Committee Chair Panessiti gave an overview of Truro's Reserve Funds history. He reiterated the importance of having a fiscal forecast and a risk assessment of the budget, as the Town needs to see what issues could potentially arise.

Legal Counsel Budget

Town Manager Tangeman reported that there is a small percentage increase of 2.17% for the legal counsel fund. He mentioned the increase with respect to Town Counsel representation for the Interim Town Planner. Finance Committee Chair Panessiti asked that KP Law Planning Assistance be portioned out for Town Meeting as this budget is discussed regularly at Town Meeting. He said he was curious if there was trend driving the numbers.

Select Board Clerk Areson spoke to the need for an Interim Planner for the last years on and off. Town Accountant Brazil noted FY17 was the last time the Town's previous Counsel was engaged. In 2011, the Town started using the services of KP Law and it became the primary law firm for the Town in 2013. Select Board Chair Weinstein asked for confirmation if the last case from the prior law firm related to a Land Use issue. Town Accountant Brazil concurred. Chair Weinstein agreed that he would like the breakdown of the KP Law fees.

COLA Budget (Cost-of-Living Adjustment)

Town Manager Tangeman reported that a 2% placeholder was included in the FY2022 proposed budget. Town Accountant Brazil confirmed that it is up to the Select Board to approve the amount for non-contracted, non-union employees (wage and compensation employees). Finance Committee Chair Panessiti asked if the reduction of 0.87% amount was due to reduction in staff, which was confirmed. Town Accountant Brazil responded to Select Board Clerk Areson that this "place holder" procedure was done the year prior and the amount is determined once Union negotiations are settled.

Select Board Clerk Areson asked that at the next Budget meeting the equalization per capita be discussed.

Adjournment

Select Board Chair Weinstein asked for a Motion to Adjourn. Select Board Clerk Areson made a Motion to adjourn. Select Board Vice-Chair Reed Seconded the Motion. Kristen Reed-Aye; Susan Areson-Aye; Jan Worthington-Aye; Stephanie Rein-Aye; Robert Weinstein-Aye. Roll Call Vote, Motion Passes, 5-0-0.

The meeting was adjourned at 3:20pm.

Respectfully submitted,

Nicole Tudor, Executive Assistant

Town Manager, Darrin Tangeman
Under the Authority of the Truro Select Board

Public Records material of 01/25/2021

- Proposed FY22 Budget for Assessing Department/Parking Magistrate
- Proposed FY22 Budget for Information Technology
- Proposed FY22 Budget for Administration
- Proposed FY22 Budget for Select Board/Moderator
- Proposed FY22 Budget for Finance Committee
- Proposed FY22 Budget for Finance Department
- Proposed FY22 Budget for Legal Counsel
- Proposed FY22 Budget for Reserve Fund
- Proposed FY22 Budget for COLA