



# Truro Select Board

Tuesday, August 24, 2021

Executive Session-4:00pm

Regular Meeting-5:00pm

## JOINT EXECUTIVE SESSION WITH TRURO BOARD OF HEALTH

<https://global.gotomeeting.com/join/623935237>

1-877-309-2073 Access Code: 623-935-237

This will be a remote meeting. The meeting will begin in open session solely for the purpose of moving, as set forth below, to enter into executive session. The meeting will be locked and closed to the public once the Board votes to enter into Executive Session.

*Move that the Select Board enter into Executive Session jointly with the Board of Health, in accordance with the provisions of Massachusetts General Law, Chapter 30A, §21 (a) 3 to discuss strategy with respect to litigation if an open meeting may have a detrimental effect on the litigating position of the public body and the chair so declares, re: Town of Truro v. Delgizzi, Southeast Housing Court, C.A. No. 19H83CV0357CI; and to not reconvene in open session.*

## REGULAR MEETING

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 1877-309-2073 and enter the following access code when prompted: 598-670-149 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/598670149>. Please note that there may be a slight delay (15-30 seconds) between the meeting and the live-stream (and television broadcast). If you are watching the meeting and calling in, please lower the volume on your computer or television during public comment so that you may be heard clearly. We ask that you identify yourself when calling in to help us manage multiple callers effectively.

### 1. PUBLIC COMMENT

### 2. PUBLIC HEARINGS

A. FY2022 Tax Classification Hearing

### 3. BOARD/COMMITTEE/COMMISSION APPOINTMENTS

A. Interview and Appoint Kristen Roberts to the Economic Development Committee

B. Interview and Appoint Alan Garelick to the Council on Aging Board

### 4. STAFF/ COMMITTEE UPDATES

A. Board/Committee Report: None

### 5. TABLED ITEMS NONE

### 6. SELECT BOARD ACTION

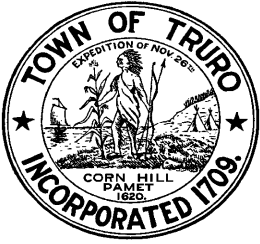
A. Discussion on Progress, Direction and Potential Outcomes of Walsh Property Community Planning Committee

Presenter: Paul Wisotzky and Fred Gaechter, Walsh Property Community Planning Committee Co-Chairs

- B. Presentation and Discussion on Use of Election Tabulator  
Presenter: Kaci Fullerton, Town Clerk
- C. Discussion on Revisions to Policy 54: Standards of Professional Conduct  
Presenter: Darrin Tangeman, Town Manager
- D. Review and Approve Extension of Host Community Agreement-High Dunes Craft Cooperative  
Presenter: Attorney Michael Fee, High Dunes Craft Cooperative
- E. Discussion and Approval of Conflict of Interest Memo and Campaign Finance Law Memo for Multi-member bodies.  
Presenter: Darrin Tangeman, Town Manager

7. **CONSENT AGENDA**

- A. Review/Approve and Authorize Signature:
    - 1. Lower Cape Community Access Television Agreement with Truro
  - B. Request to Approve the Official's Bond for Catherine (Molly) Stevens
  - C. Review and Approve Appointment Renewals: Dan Traub-Deputy Shellfish Constable; Patricia Wheeler-Human Services Committee; John Bloom-Deputy Shellfish Constable; Gary Sharpless-Deputy Shellfish Constable; Mark Wisotzky-Deputy Shellfish Constable
  - D. Review and Approve Select Board Minutes: None
8. Select Board Reports/Comments
9. Town Manager Report
10. Next Meeting Agenda: Work Session (Goals & Objectives)- August 27, 2021; Regular Meeting- September 14, 2021



# TOWN OF TRURO

## Select Board Agenda Item

**DEPARTMENT:** Assessors Department

**REQUESTOR:** Jon Nahas, Principal Assessor

**REQUESTED MEETING DATE:** August 24, 2021

**ITEM:** Tax Classification Hearing pursuant to MGL Ch. 40 S. 56

**EXPLANATION:**

Every year prior to setting the tax rate, the Select Board must conduct a classification hearing for the purpose of determining the percentages of the local tax levy for the Fiscal Year and to vote on the tax rate options available to the municipality under the property tax classification statute, MGL Chapter 40, Sec. 56. The hearing is held after the Assessors have determined final values, classified all properties, and reported this information to the Department of Revenue for certification. On July 13, 2021, the Department of Revenue certified Truro’s Assessed Values for Fiscal Year 2022. The Assessors herein provide the Select Board with the information necessary to make classification decisions.

Listed below are the FY2022\* & FY2021 levy totals by classification from the state report LA-5, allowing a visual of potential impact on the individual class. (\*The FY2022 levy values have not yet been finalized)

DOR Code	Municipality	Fiscal Year	Residential Levy	Open Space Levy	Commercial Levy	Industrial Levy	Personal Prop Levy	Total Tax Levy	Res/OS as a % of Total	CIP as a % of Total
300	Truro	2022	\$17,267,727*	0*	\$722,357*	\$13,046*	\$238,335*	\$18,241,465*	94.66	5.34
300	Truro	2021	\$15,957,296	0*	\$669,964	\$12,425	\$218,469	\$16,858,155	94.66	5.34

1. Classifying the tax rate:

- Classifying the tax rate (Splitting the Tax Rate) means applying the same or different tax rates to different classes of property (residential, open space, commercial, industrial, and personal property) according to procedures and formulas set by state

statutes. Truro does not have any property that is classified by DOR as Open Space.

- Voting a residential factor of “1” establishes that the same tax rate is applied to all classes of property at a single rate per thousand dollars of value.
- Voting a residential factor of “.9” would reallocate the tax from the residential and Open Space (by reducing their tax rate 10%) to the Commercial, Industrial & Personal Properties classes (by increasing their tax rate 10%).
- Though the tax rates would differ according to the property class, the total tax levy remains the same.
- At their meeting held on August 3, 2021, the Board of Assessors voted to recommend voting a residential factor of “1”.

## 2. Open Space Discount:

- Truro does not have any properties classified (by the Department of Revenue) as Open Space so it would have no effect if the Board of Selectmen should vote on an open space discount.
- The Open Space properties are addressed through conservation restrictions or chapter land exemption.
- At their meeting held on August 3, 2021, the Board of Assessors voted to recommend voting not to grant an Open Space discount.

## 3. Small Commercial Exemption:

- This exemption would reallocate the tax within the Commercial and Industrial classes from the small Commercial and Industrial properties (under \$1million valuation & less than 10 employees) to larger Commercial and Industrial properties in Town.
- As Truro has a minimal Commercial/Industrial class, the Small Commercial exemption could cause hardship on some local businesses.
- At their meeting held on August 3, 2021, the Board of Assessors voted to recommend voting not to grant a small business exemption.

## 4. Residential Exemption:

- The residential exemption grants an exemption of up to 35% of the average assessed residential property value (\$699,911 for FY22) to residential parcels that are the principal residence of the taxpayer as of Jan 1, 2020.
- The intent of the exemption is to promote owner occupancy and is designed to provide a proportionately greater benefit to lower valued homes.
- The residential exemption is a dollar amount of value that is exempt from taxation. For example, in FY2021 a qualified homeowner received \$133,563 (20% of the average residential parcel value in FY2021) deducted from their property's assessed value for purposes of calculating the tax bill.
- The amount of the tax levy paid by the class remains the same, but because of the

exempted valuation, it is distributed over less assessed value resulting in the entire residential class paying a higher tax rate.

- At their meeting held on August 3, 2021, the Board of Assessors voted to recommend to the Select Board to continue the Residential Exemption; at a percentage determined by the Select Board due to their knowledge of Town Finances and the impact on the Tax Rate.

5. LA-5 Signature:

- As part of the annual Recapitulation Report (Recap) being certified by the Department of Revenue, the Assessor is required to inform the Board of Selectmen the amount of the current year Excess Levy Capacity. This is dependent on if the Residential Exemption is adopted and after the vote, the final Excess Levy Capacity amount will be announced.
- At the conclusion of this Classification Hearing, it is **no** longer required that each Select Board member electronically sign the LA-5 Gateway Report. Rather the clerk will attest to the vote at today's meeting and upload a document confirming the votes taken today.

**FINANCIAL SOURCE (IF APPLICABLE):**

**IMPACT IF NOT APPROVED:** The Fiscal Year Tax Recapitulation Report cannot be completed, and the new Tax Rate cannot be set to generate timely Real Estate Tax Bills.

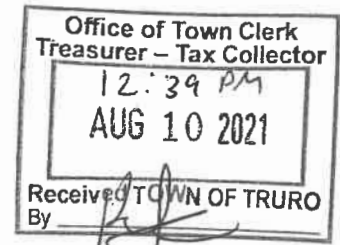
**SUGGESTED ACTIONS:**

- On the matter of **classifying the tax rate**,  
*Motion to approve a residential factor of "1".*
- On the matter of an **open space discount**,  
*Motion to not grant an Open Space discount.*
- On the matter of a **small commercial exemption**,  
*Motion to not grant a small business exemption.*
- On the matter of a **residential exemption**,  
*Motion to grant a residential exemption*

*If YES...in the amount of \_\_\_\_\_% (1-35%).*

**ATTACHMENTS:**

1. Legal Notice
2. Recommendations from the Board of Assessors
3. State Tax Form LA-4 which indicates totals by class of the FY2022 certified parcel values
4. FY2022 Truro Residential Exemption Statistics, if approved, as of 8/3/2021.



**LEGAL NOTICE  
TOWN OF TRURO  
SELECT BOARD-PUBLIC NOTICE  
FY2022 TAX CLASSIFICATION HEARING  
AUGUST 24, 2021**

Notice is hereby given that the Truro Select Board will hold a remote public hearing on Tuesday, August 24, 2021, at 5:00 p.m. pursuant to MGL Ch. 40, Section 56, for the purpose of determining the percentages of the local tax levy to be borne in Fiscal Year 2022 by each class of property: residential, open space, commercial, industrial, and personal property. The public is encouraged to submit comments in writing to the Office of the Town Manager/Select Board, PO Box 2030, Truro, MA 02666, by emailing the Town Manager at [dtangeman@truro-ma.gov](mailto:dtangeman@truro-ma.gov) or by calling into the hearing. To provide comment during the public hearing, please call-in toll free at 1-877-309-2073 and enter the following access code when prompted: 598-670-149. You can also 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.

Bob Weinstein,  
ChairSelect Board



**TRURO BOARD OF ASSESSORS**

24 Town Hall Rd  
P.O. Box 2012  
Truro, MA 02666  
Phone : (508) 349-7004  
Fax : (508)349-5505

August 3, 2021

The Town of Truro's Tax Classification Hearing is planned for August 24, 2021.

The Board of Assessors make the following recommendations to the Select Board for FY2022.

To make a motion:

To Vote a Residential Factor of "1". This would maintain a 100% full value tax for all classes.

To Vote NOT to grant a discount for Open Space.

To Vote NOT to grant a Small Business Exemption.

To Vote TO grant a Residential Exemption at a percentage decided upon by the Select Board.

So, voted on 8/3/2021

R. Bruce Selig

Michael R. Forzino

Alfred Stauchter

Truro Board of Assessors



LA4 Comparison Report - Fiscal Year 2022

Final Certification Granted on: 07/06/2021

Certification Year: 2022

BLA Advisor: Jennifer Williams

Small PP Exemption: 0  
 Billing Cycle: Semi-Annually  
 Chapter 653: No

Property Type	Description	FY 2021 Parcel		FY 2021 Assessed		FY 2022 Parcel		FY 2022 Assessed		Parcel	Parcel %	Assessed Value	Assessed Value
		Count	Value	Count	Value	Count	Value	Difference	Difference	Difference	% Difference	Difference	% Difference
101	Single Family	2,124	1,755,174,480	2,123	1,850,310,680	-1	0.0%	95,136,200	5.4%				
102	Condominiums	554	195,486,600	553	195,915,600	-1	-0.2%	429,000	0.2%				
MISC 103,109	Miscellaneous Residential	137	135,288,500	134	140,768,300	-3	-2.2%	5,479,800	4.1%				
104	Two - Family	56	36,803,520	55	37,376,320	-1	-1.8%	572,800	1.6%				
105	Three - Family	4	2,484,300	4	2,669,100	0		184,800	7.4%				
111-125	Apartment	9	6,759,800	9	7,230,000	0		470,200	7.0%				
130-32,106	Vacant / Accessory Land	443	99,138,900	439	96,165,600	-4	-0.9%	-2,973,300	-3.0%				
200-231	Open Space	0	0	0	0	0		0					
300-393	Commercial	80	81,901,600	80	85,533,300	0		3,631,700	4.4%				
400-442	Industrial	4	1,745,100	4	1,767,800	0		22,700	1.3%				
450-452	Industrial Power Plant	0	0	0	0	0		0					
CH 61 LAND	Forest	0	0	0	0	0		0					
CH 61A LAND	Agriculture	6	30,370	6	32,880	0		2,510	8.3%				
CH 61B LAND	Recreational	0	0	0	0	0		0					
012-043	Multi-use - Residential	29	10,057,193	27	10,065,743	-2	-6.9%	8,550	0.1%				
012-043	Multi-use - Open Space	0	0	0	0	0		0					
012-043	Multi-use - Commercial	0	12,164,157	0	12,314,117	0		149,960	1.2%				
012-043	Multi-use - Industrial	0	0	0	0	0		0					
501	Individuals / Partnerships / Associations / Trusts / LLC	2,150	17,001,010	2,136	16,883,590	-14	-0.7%	-117,420	-0.7%				
502	Corporations	34	1,048,270	35	1,028,600	1	2.9%	-19,670	-1.9%				
503	Manufacturing	0	0	0	0	0		0					
504	Public Utilities	1	10,695,240	1	12,443,880	0		1,748,640	16.3%				
505	Centrally Valued Telephone	2	1,301,700	3	1,341,600	1	50.0%	39,900	3.1%				
506	Centrally Valued Pipelines	0	0	0	0	0		0					
508	Wireless Telephone	4	637,650	4	597,050	0		-40,600	-6.4%				
550-552	Electric Generating Plant	0	0	0	0	0		0					
EXEMPT VALUE	Exempt Property	435	156,841,800	449	163,883,600	14	3.2%	7,041,800	4.5%				

**LA4 Comparison Report - Fiscal Year 2022**

Final Certification Granted on: 07/06/2021

Certification Year: 2022

BLA Advisor: Jennifer Williams

Small PP Exemption: 0  
 Billing Cycle: Semi-Annually  
 Chapter 653: No

Property Type	Description	FY 2021 Parcel Count	FY 2021 Assessed Value	FY 2022 Final Parcel Count	FY 2022 Assessed Value	Parcel Difference	Parcel % Difference	Assessed Value Difference	Assessed Value % Difference
Total Class 1	TOTAL RESIDENTIAL	3,356	2,241,193,293	3,344	2,340,501,343	-12	-0.4%	99,308,050	4.4%
Total Class 2	TOTAL OPEN SPACE	0	0	0	0	0		0	
Total Class 3	TOTAL COMMERCIAL	93	94,096,127	93	97,880,297	0		3,784,170	4.0%
Total Class 4	TOTAL INDUSTRIAL	4	1,745,100	4	1,767,800	0		22,700	1.3%
Total Class 5	TOTAL PERSONAL PROPERTY	2,191	30,683,870	2,179	32,294,720	-12	-0.5%	1,610,850	5.2%
Total Taxable	TOTAL REAL & PERSONAL	5,644	2,367,718,390	5,620	2,472,444,160	-24	-0.4%	104,725,770	4.4%

LA4 Reviewer: Jennifer Williams

Approval Date: 07/13/2021

**Edits :**

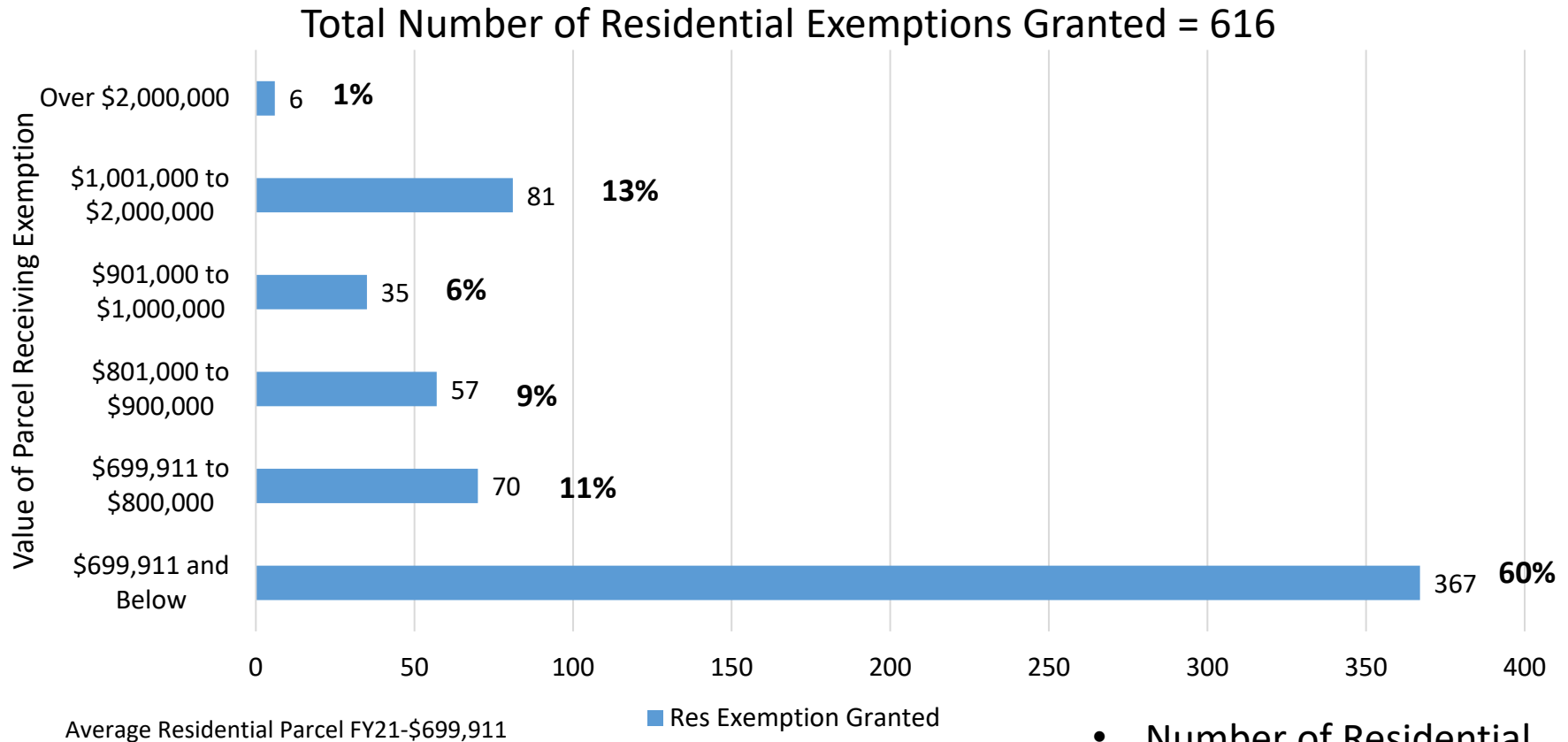
**Comments**

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**Documents**

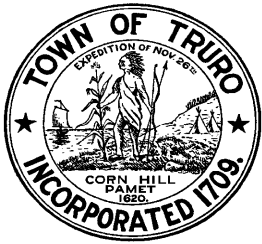
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# FY22 Approved Residential Tax Exemptions



- In FY18 through FY21 the Truro Select Board elected to adopt a 20% Residential Exemption.
- If adopted-60% of FY22's Residential Exemptions will go to residents at or below the FY22 Average Home value in Truro of \$699,911.

- Number of Residential Exemptions Granted:
  - FY18-551
  - FY19-589
  - FY20-589
  - FY21-615



# TOWN OF TRURO

## Select Board Agenda Item

**DEPARTMENT:** Administration

**REQUESTOR:** Noelle Scoullar, Executive Assistant

**REQUESTED MEETING DATE:** August 24, 2021

**ITEM:** Application to Serve

**EXPLANATION:** Kristen Roberts has submitted an application to serve on the Economic Development Committee. Per the Committee Charge, appointments expire on June 30, 2022 or at such time that the Committee's charge is completed, whichever occurs first. Appointing this candidate would add a third member to the Committee (of five regular members).

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

**IMPACT IF NOT APPROVED:** The applicant would not be appointed to the Committee.

**SUGGESTED ACTION:** *Motion to appoint Kristen Roberts to the Economic Development Committee for a three-year term expiring June 30, 2022.*

**ATTACHMENTS:**

1. Application to Serve

**Truro**

*Application to Serve on a Board or Committee*

**Last Name**

*Roberts*

**First Name**

*Kristen*

**Middle Initial**

**Email Address**

[REDACTED]

**Phone Number**

[REDACTED]

**Address (Street)**

*7 Castle Road*

**Address (City)**

*Truro*

**Address (State)**

*MA*

**Address (Zip Code)**

*02666*

**Mailing Address (Please indicate box number and zip code)**

*PO Box 258*

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

**Are you a full-time resident of Truro?**

Yes

No

**Are you registered to vote in Truro?**

Yes

No

**What Board/ Committee Are You Applying For?**

*Economic Development Committee*

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

*As a business owner I would like to contribute to the conversations surrounding the town residents' relationship to commerce.*

**Have you attended a meeting of the committee listed above?**

Yes

No

**Have you read the charge of the committee?**

Yes

No

**Have you met with the chair of the committee?**

Yes

No

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

**Briefly list your experience working on a committee or team. This can be professional,**

town, volunteer, charity, etc.

*I am a business owner in Truro for the last 14 years. I serve as the vice president of the chamber of commerce for the last 3 years and I'm a current member of the Seamens Bank board of directors, as well as their audit chair. In the past I have served as the president of the Cape Cod Children's place for 6 years, though I stepped down in 2018.*

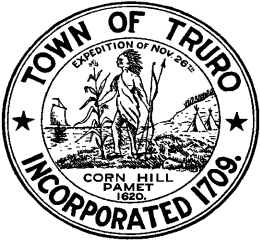
**Briefly list any other relevant experience such as professional work, training, education, etc. A resume is NOT required. If you choose to attach a resume, it will become a public document.**

**Signature**

*Kristen roberts*

**Date**

*Aug 06, 2021*



# TOWN OF TRURO

## Select Board Agenda Item

**DEPARTMENT:** Administration

**REQUESTOR:** Noelle Scoullar, Executive Assistant

**REQUESTED MEETING DATE:** August 24, 2021

**ITEM:** Application to Serve

**EXPLANATION:** Alan Garelick has applied to serve on the Council on Aging Board.

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

**IMPACT IF NOT APPROVED:** The applicant will not be able to participate on the Board as a voting member.

**SUGGESTED ACTION:** *Motion to appoint Alan Garelick to a three-year term with the Council on Aging Board expiring June 30, 2024.*

**ATTACHMENTS:**

1. Application to Serve





# TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

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

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

NAME: ALAN A. GARELICK HOME TELEPHONE: [REDACTED]

ADDRESS: 3 Snow Road UNIT #1 WORK PHONE : \_\_\_\_\_

MAILING ADDRESS: P.O. Box 1021, Truro, MA 02666 E-MAIL: [REDACTED]

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

Council on Aging

SPECIAL QUALIFICATIONS OR INTEREST: I'm 88 years of age. Previously worked with groups (Lived in 55+ Center) Responsible for trips to Museums, Theaters, etc. For groups of people that did not drive, I was the tour conductor (not the driver) Also, an artist, and worked with our art group.

COMMENTS: Now that I'm a senior citizen, I look for events, ideas etc to help older people!

SIGNATURE: [Signature] DATE: 5/19/21

\*\*\*\*\*

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

\_\_\_\_\_

\_\_\_\_\_

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

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



# TOWN OF TRURO

## Select Board Agenda Item

**DEPARTMENT:** Administration

**REQUESTOR:** Darrin Tangeman, Town Manager, on behalf of Paul Wisotzky and Fred Gaechter, Co-Chairs of Walsh Property Community Planning Committee

**REQUESTED MEETING DATE:** August 24, 2021

**ITEM:** Discussion on Progress, Direction, and Potential Outcomes of Walsh Property Community Planning Committee

**EXPLANATION:** Co-Chairs of the Walsh Property Community Planning Committee (WPCPC), Paul Wisotzky and Fred Gaechter, are before the Select Board to provide a progress update and to get direction from the Select Board. To date, the WPCPC has worked with the Consensus Building Institute to hold general discussions around uses for the property and the best path forward for public engagement. A site visit at the property was held. The WPCPC has determined that a study of the existing buildings should be completed to determine if any of the buildings should be saved and rehabilitated or removed and the costs associated with those options. The group has explored engagement tools and will begin an initial engagement initiative asking survey questions to help the Committee shape future discussions among WPCPC members around the general uses for the property.

The WPCPC seeks guidance on the timeline, direction, and potential outcomes of the Committee's work. Specifically, the Committee would like to know:

- What perceived product is expected from the WPCPC?
- At what point should a design/ engineering consultant be procured so that the parameters of property uses can be determined?
- What work product should be presented at this year's town meeting?
- What work product should be presented at a fall 2022 town meeting and a spring 2022 town meeting?
- Is the Select Board's interest still to have the full committee operate as a whole, and not break into sub-committees?

The discussion of the Board will help to inform the process design, work plan, and meeting schedule moving forward.

**FINANCIAL SOURCE (IF APPLICABLE):** If required, premium proceeds from the BAN are available.

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

**SUGGESTED ACTION:** Discussion only.

**ATTACHMENTS:**

1. Walsh Committee Process Design Plan

## Community Process for the Walsh Property Plan Final Draft Process Design

### Overview

At its Annual Town Meeting in April 2019, and ratified by ballot in May 2019, the people of Truro authorized the purchase of the Walsh property for the Town of Truro, to be used for general municipal purposes. The article further authorized and directed the Board of Selectmen to create a committee, to include citizen representatives from diverse sectors of the community, to lead a community wide process, beginning in June 2019, to engage a wide range of Truro residents in developing plans for the use of the property to be presented at a future town meeting for approval.

On June 27, 2019, the Town hosted a public forum to kick-off this community process. The Consensus Building Institute (CBI) was asked to help design, facilitate, and document the forum. The forum was designed to elicit initial public interests and concerns about the use of the Walsh property, and begin to explore process needs, opportunities, and suggestions to guide the creation of a committee to engage the community in developing a master plan for the future use of the property. At the suggestion of forum participants, the planning team created a survey to solicit input on those questions from additional community members to the questions posed to participants at the forum. The Town Manager publicized the survey and made it available online and in hard copy to the public between July 12 and August 15, and the responses from the forum and the survey were synthesized into a summary that was then released to the public.

As a next step, CBI was asked to build on that community input to recommend an approach for the committee and community wide process. The following is a draft of a recommended approach, to be refined based on further input from the community and the Board of Selectmen.

### Walsh Property Community Planning Committee (WPCPC) Purpose and Task

The purpose of the Walsh Property Community Planning Committee (WPCPC) is to guide the development of plans for the use of the Walsh property. The WPCPC's mandate is:

- a) to embody, engage and include the full range of perspectives (interests and concerns, as well as geographic and demographic groups) of the town of Truro.
- b) to undertake, analyze and synthesize public input and widespread outreach to maximize involvement, understanding and support for the resulting plan and its implementation.
- c) drawing on active public input and engagement, to develop broad criteria for success, develop and evaluate a range of options and approaches, and ultimately seek consensus for plans based on these criteria for the use of the property to be presented to town meeting.

### **Community Members and Alternates:**

- a) The role of Community Members is to actively participate in all discussions and deliberations on all topics, and to participate in making consensus recommendations to go to Town Meeting, the Select Board, and other decision-making entities. Meetings will be structured to provide first priority for community member input in discussions.
- b) Members will include **8-12 representatives, plus alternates, of community constituencies from the town of Truro**, who collectively represent the balanced and broad range of perspectives, preferences and demographics of Truro. These will include the following categories and demographics:
- part-time (6 months or more)
  - seasonal residents
  - year-round residents
  - tradespeople
  - youth / students
  - young families
  - senior residents
  - local business owners
  - cultural and arts institutions
  - abutters (including the school)
  - people interested in housing/affordable housing opportunities
  - people interested in conservation and open space needs
  - people interested in the environment, habitat, and ecosystems
  - people interested in recreation opportunities
  - people interested in other development needs
- c) Members may be from existing Truro Boards and Committees, as long as those boards and committees do not have official authority over components of the plan. Examples are:
- Open Space Committee
  - Council on Aging
  - Recreation Commission
  - Climate Action Committee
  - Bike and Walkways Committee
  - Local Comprehensive Plan Committee
  - Truro School Committee
  - Water Resources Oversight Committee
  - Truro Housing Authority
- d) Although they are selected to help represent a set of perspectives and demographics, members will serve as individuals, rather than as official liaisons to any particular group.

One individual might represent multiple categories. Collectively, they should also represent a mix of experience, substantive knowledge, areas of expertise, and geographic and demographic diversity within the town.

- e) All members will be expected to possess interest in the topics under consideration, as well as to demonstrate commitment to working collaboratively and productively on behalf of the WPCPC's objectives. All individuals interested in serving on the WPCPC should demonstrate how they meet the following criteria:
- Credibility and capacity to represent the demographics and/or articulate the perspectives they seek to represent
  - Willingness and capacity to engage in respectful and constructive dialogue with other participants, maintain an open mind, and seek creative options that respond to the interests of other participants as well as their own interests
  - Contribution to the diversity of experience, knowledge, expertise, geography, and demographics
  - Willingness and interest in attending all meetings, thoughtfully listening to public and constituent perspectives, and participating actively in discussions.
- f) Interested individuals will be asked to apply to participate in the WPCPC, and to specify which (one or more) of the above categories they can help to represent, using an adapted version of the town's standard Application to Serve form. This may include sharing their current wishes and vision for the site, in order to ensure that the range of perspectives is included. Applicants will be screened by CBI, serving as the neutral facilitation team, based on the criteria above. Interviews may be requested. CBI will offer recommendations to the Select Board, who will then appoint members.
- g) Additional members within each of these categories may be appointed as alternates in the same way. In the absence of a primary member, an alternate who shares similar attributes or perspectives may serve as a stand-in for that member and assume all the rights and responsibilities of the absent member. Alternates will be expected to keep up to date on all deliberations and fill in without disruption.
- h) The WPCPC will be an official Town body, and all members will be subject to state and town regulations governing such town bodies, including freedom from conflicts of interest and adherence to open meeting law.

**Liaisons:**

- a) A second category of participants in the WPCPC are ***liaisons*** from chartered town commissions and boards with official regulatory or decision-making roles. The role of liaisons is to actively participate in discussions and deliberations on topics that are relevant to their expertise, interests, and responsibilities. Liaisons are also charged with bringing ideas and concerns of their committee or board to WPCPC discussions and inform their fellow committee/board members about WPCPC deliberations. Liaisons, from the Select

Board and from other entities, will follow Policy 34: Selectmen Liaison Policy. Participation of liaisons should not undermine their ability to perform their regulatory responsibilities and should not outweigh deliberation among members. Further, liaisons will not be asked to weigh in on agreement-seeking consensus recommendations. Liaisons will serve as a conduit of information and a point of contact to and from their respective board; not as a decision-maker in the Walsh Property planning process.

b) The following entities may be invited to appoint a liaison.

- Select Board
- Historical Commission
- Planning Board
- Conservation Commission
- Board of Health
- Zoning Board of Appeals
- Finance Committee

c) Additional entities may be invited to share their perspectives or knowledge, either at meetings or through engagement between meetings, at the determination of the WPCPC. For example, since the Walsh property is adjacent to the school, the WPCPC should ensure that input & feedback from teachers, administrators & students be sought out throughout the process.

### **Technical and Expert Advisors:**

- a) Town of Truro staff and departments will serve as technical advisors to the WPCPC, as needed and requested by the participants. These may include the Town Manager's office, Planning, Public Works, Health, Conservation, Public Safety, and others. Technical advisors will help members and the public understand 1) the existing site conditions, including topography, environmental conditions, zoning, and structural engineering 2) the planning, legal, regulatory, financial, economic, and natural resource implications of options being explored for use of the property, and 3) any other information needs requested by the WPCPC within the expertise of town staff.
- b) To the extent the WPCPC determines a need for information outside of the available or acceptable expertise of town staff, they can request it. If funding for such advice is needed, the WPCPC can request support from the Select Board to enlist additional expertise.

### **Decision Making**

- a) The WPCPC, to the extent possible, will ***operate by consensus***, which is defined as unanimous concurrence of the primary members, or in the absence of a primary, his or her alternate. Members may also "abstain," or stand aside. Abstaining means not offering

consent or endorsement, but also not blocking an agreement. Abstaining members will not be counted in determining if consensus has been reached.

- b) If a member disagrees with a proposal, he or she must make every effort to ***offer an alternative satisfactory to all members***. Members should not block or withhold consensus unless they have serious objections to the proposal and can articulate the reasons for those objections. Consent means that members can accept, even if reluctantly, the package that emerges. The goal of the WPCPC is to reach consensus, recognizing that not all members will be equally satisfied with the outcome.
- c) If there are issues or topics where consensus cannot be reached, the final plan will include the majority view, with clear identification of areas where there was no consensus, explain the members' differences clearly, accurately, and fairly, and include alternative approaches suggested by dissenting members.
- d) Liaisons will participate actively in the deliberations, explain and advocate based on their knowledge and expertise, seek creative solutions, participate in drafting alternatives and other written documents, as needed, and provide background information. However, they will not take part in the final consensus on recommendations.

### **WPCPC Meetings**

- a) All WPCPC meetings will be conducted in accordance with Massachusetts Open Meeting Law, and WPCPC members will be required to participate in training on Open Meeting Law requirements. They will be open to the public and posted in advance according to Town procedures. Discussion at the meetings will be conducted primarily by members of the WPCPC. There will be a public comment period at least once during each meeting. Time allowed for public comment will be limited to ensure that other meeting topics can be covered.
- b) In order to achieve its objectives in the allotted time, the facilitators and WPCPC members may communicate between meetings to follow up and update on action items, use internet polling, email, and other technology to collect and disseminate information and input, and otherwise move the process forward, within the constraints of Open Meeting Law. In order to conform to Open Meeting Law, no deliberation, decisions, or agreements will be made outside of WPCPC meetings.
- c) Materials relevant to the meeting agenda will be provided in compliance with Open Meeting Law, which requires notice of meetings at least 48 hours in advance, containing the date, time, and location of the meeting and listing all topics that the chair reasonably anticipates will be discussed. Meeting minutes of WPCPC meetings will be prepared by the facilitators in compliance with Open Meeting Law and Public Records Law requirements, including:
  - the date, time and place of the meeting;



- the members present or absent;
- the decisions made and actions taken, including a record of all votes;
- a summary of the discussions on each subject;
- a list of all documents and exhibits used at the meeting; and

After review and approval by the members, meeting minutes will be corrected and made available to the public. The minutes will identify key points of discussion, action items, points of tentative agreement and next steps, and will generally be written without attribution.

- d) In order to develop shared understanding and experience of the Walsh property, members will participate in tours and field trips to all parts of the site, as needed, throughout the process.

**Public Outreach and Engagement:**

- a) A core task of the WPCPC will be to outreach to, engage, and synthesize public perspectives and viewpoints on all aspects of the plan. Accordingly, the WPCPC will convene a series of public meetings and engagement opportunities throughout its process. This might include leading public tours of the Walsh property, convening public forums to elicit ideas, share information, and evaluate options, and presentations or targeted outreach to particular groups or community events to ensure the full range of community members are invited and empowered to participate in the process. The initial work plan offers suggestions for sequencing these activities within WPCPC deliberations – this plan will be refined by the WPCPC throughout the process.
- b) The town will engage in outreach to the community to inform them about the Community Process, including investing in significant outreach to highlight the opportunity to apply to serve on the WPCPC, as well as opportunities to participate in public meetings throughout the process. Outreach strategies should include email blasts, social media postings, postcards to town households, among other tools – WPCPC members will help expand and refine the public engagement and outreach strategy throughout the process.
- c) To the extent possible, WPCPC meetings will be filmed and televised by Government TV and footage will be made available to the public subsequent to each meeting. Live streaming options will be considered.
- d) The town will post all meeting materials on a designated webpage, to allow clear and easy citizen access. Agendas will be posted in advance, meeting materials as soon as possible, and summaries once they are approved. Interested residents can also opt into an email listserve to receive materials directly via email. Updates will also be provided at Select Board meetings.

## **Safeguards and Ground Rules for Participation**

- a) Participants will commit to the principles of decency, civility, and tolerance. Each person will be respectful, and refrain from making personal attacks, name calling, distributing personal or inaccurate information about other participants, and other such negative behaviors.
- b) Participants will not attribute statements to others involved, seek to present or represent the views or position of other members or alternates, nor attempt to speak on behalf of the group as a whole in or to the media. “Media” for these purposes includes the press, television, radio, websites, blogs, social media applications or sites, and any other public information distribution mechanism. WPCPC members will abide by these ground rules in all communications during the process in and out of WPCPC meetings.
- c) Members on the WPCPC also agree to the following.
  - Speak to the interests and concerns they are helping to represent as accurately and thoroughly as possible, and work to ensure that any recommendations developed by the group meet the needs of the town as a whole.
  - Arrive at the meetings prepared to discuss the issues on the agenda, having reviewed the documents distributed in advance.
  - Be constructive and maintain an open mind. Strive throughout the process to bridge gaps in understanding, to seek resolution of differences, and to pursue the goal of achieving consensus on the content of the potential alternatives under discussion.
  - Only one person will speak at a time and no one will interrupt when another person is speaking.
  - Each person will make every effort to stay on track with the agenda and avoid grandstanding and digressions.
  - Make a good faith effort to participate in all scheduled meetings or activities.

## **Facilitation:**

- a) The Town of Truro should enlist support from a neutral, external facilitation team. Facilitators should be responsible for helping to ensure that the process runs smoothly, developing draft meeting agendas, preparing and distributing draft and final summaries, generating draft agreements, and helping the parties resolve their differences and achieve

consensus, to the extent possible, on the issues to be addressed by the WPCPC. They may use any number of techniques to help ensure that everyone has the opportunity to speak, that comments are kept to a reasonable length of time, and that subjects under discussion are provided sufficient time and focus for progress. The facilitator should be responsible for implementing the agenda and keeping participants on track.

- b) The facilitators should have no stake in the outcomes of the process. Neutral facilitators have no decision-making authority and cannot impose any solution, settlement, or agreement among any or all of the parties. They should abide by the Ethical Standards of the Association of Conflict Resolution. In part, these standards require that: “The neutral must maintain impartiality toward all parties. Impartiality means freedom from favoritism or bias either by word or by action and a commitment to serve all parties as opposed to a single party.”
- c) For purposes of complying with Open Meeting Law, the WPCPC may designate one or more Chairs.
- d) The facilitators will be available to consult confidentially with participants during or between meetings. Facilitators, if asked, are required to hold confidences even if that means withholding information that the facilitators would prefer to be made available to the full group.

#### **Initial Draft Workplan:**

- a) The WPCPC will aim to meet monthly (or bi-monthly) at dates and times to be determined by the group, as well as at other dates and times as needed. Public meetings or tours may require more time or may take place during the day.
- b) Workshops, public forums, and informational meetings to broader constituencies will also be scheduled in coordination with WPCPC members.
- c) Actual dates and schedule will be determined and revised by the WPCPC. For illustrative purposes, a potential schedule might look as follows:

#### **WPCPC Meeting One: Convening**

- Meet group members, the project team, and liaisons
- Committee Organization
- Initiate and refine WPCPC process and operating protocols
- Present overview of existing site information
- Identify initial outcome goals and success criteria
- Identify additional information data needs

**WPCPC Site Visit: Group Tour**

- Group tour to view and understand Walsh property

**WPCPC Meetings Two (or more as needed)**

- Debrief Site Visit
- Prepare agenda and methodology for a Public Visioning workshop
- Review additional data collected, discuss impacts

**Public Visioning Workshop**

- WPCPC/Public tour(s) of site pre-meeting
- Present existing site information
- Elicit range of public interests and priorities for the site
- Refine the set of success criteria for evaluating options and alternatives for planning for the site

**WPCPC Meetings Three-Six (or more as needed)**

- Review/synthesize information gathered from visioning session
- Review additional data collected, discuss impacts
- Brainstorm, Explore, and Evaluate range of options for site plan
- Develop a set of option packages for the site

**Public Evaluation Workshop**

- WPCPC/Public tour(s) of site pre-meeting
- Present additional data
- Public evaluation and refining of options packages

**WPCPC meeting Seven (more as needed)**

- Refine outcomes from Public Evaluation
- Identify and refine top package(s)

Refine as needed



# TOWN OF TRURO

## Select Board Agenda Item

**DEPARTMENT:** Administration

**REQUESTOR:** Kaci Fullerton, Town Clerk

**REQUESTED MEETING DATE:** August 24, 2021

**ITEM:** Use of Election Tabulator

**EXPLANATION:** At the July 27, 2021, Select Board meeting, the Board determined that a presentation on the use of automated tabulator would be helpful to mitigate some of the confusion around the Town Meeting advisory vote regarding discontinuing the use of the hand-crank ballot box. The Board expressed an interest in understanding ongoing costs, time related to counting, and accuracy. Town Clerk Kaci Fullerton will provide information on the ImageCast Precinct (2) device that could be used at future elections in Truro. ImageCast Precinct is a precinct-level, optical scan ballot counter designed to provide two major functionalities: ballot scanning and tabulation, and ballot review and second chance voting. Town Clerk Fullerton will be describing election trends, cost benefit analysis, and answering any questions regarding the ImageCast Precinct device.

The Select Board is identified as the body tasked with determining if the Town will discontinue the current vote counting system/ implement a new vote counting system for elections, per MGL Chapter 54, Section 34 (included for reference). Due to the time requirements indicated in MGL Chapter 54, Section 34 for notification to the State prior to an election, as well as the time required to research potential funding sources and to order and train on the equipment in relation to the next election, staff recommends that a decision regarding the continued use of the hand-crank ballot box or the implementation of the automated tabulator be made in fall 2021. The Board may wish to hold a public hearing at one of the October Select Board meetings and vote on Truro’s preferred voting system at that time.

**FINANCIAL SOURCE (IF APPLICABLE):** To Be Determined. Potential State/Federal funding opportunities are presently being researched.

**IMPACT IF NOT APPROVED:** The hand-crank ballot box will continue to be used.

**SUGGESTED ACTION:** *Presentation only OR motion to hold a public hearing in October 2021 to receive public feedback regarding the potential discontinuation of the hand-crank ballot box and implementation of the automated tabulator.*

**ATTACHMENTS:**

MGL Chapter 54, Section 34

Presentation on ImageCast Precinct Device—**To be provided at meeting.**

**Part I** ADMINISTRATION OF THE GOVERNMENT**Title VIII** ELECTIONS**Chapter 54** ELECTIONS**Section 34** USE OF VOTING MACHINES BY CITIES AND TOWNS

Section 34. A city or town may, by vote of a majority of the city council or by vote of a majority of the board of selectmen, at a meeting held at least one hundred and twenty days before the primary, preliminary election or election at which voting machines are to be used, determine upon and purchase, lease, or lease with an option to purchase, one or more voting machines approved as provided in section thirty-two, and order the use thereof at primaries, preliminary elections and elections of state, city or town officers in such city or town; and thereafter at all primaries and elections of state, city or town officers in that city or town, until otherwise ordered by the city council in a city and the selectmen in a town, said machines shall be used at primaries and preliminary elections and for voting for the officers to be elected at such elections and for taking the vote upon questions submitted to the voters. Notice of such determination to use voting machines, or to discontinue the use thereof, shall be sent to the state secretary by the city or town clerk within five days after such determination; provided, however, that no such discontinuance shall take place later than ninety days prior to a state or

presidential primary or state election, nor later than thirty days prior to a city or town primary, preliminary election or election at which it is to become effective.

A city or town may, by vote of a majority of the city council or by vote of a majority of the board of selectmen, at a meeting held not later than one hundred and twenty days prior to a state or presidential primary or state election, and not later than sixty days prior to a municipal primary, preliminary election or election at which an electronic voting system is first to be used, determine upon the use of, and may lease, purchase, or lease with an option to purchase, the marking units or automatic tabulating equipment necessary to any electronic voting system approved for use in the commonwealth in accordance with section thirty-two. Thereafter, at all primaries, preliminary elections and elections held in said city or town, until otherwise ordered by vote of the city council in a city or of the selectmen in a town, said electronic voting system shall be used in those polling places designated by the city council or board of selectmen.

Notice of determination to use an approved electronic voting system, or to discontinue its use, shall be sent to the state secretary by the city or town clerk within five days after such determination; provided, however, that no such discontinuance shall take place later than ninety days prior to a state or presidential primary or state election, nor later than thirty days prior to a city or town primary, preliminary election or election at which it is to become effective; and, provided further, that no such discontinuance shall prevent the state secretary from selecting appropriate voting machines and vote tally systems pursuant to section thirty-two.



**ADVISORY ARTICLES**

**Article 43: Advisory Vote on the Use of Automated Tabulator**

To see if the Town will vote to recommend to the Select Board to discontinue the use of the hand crank ballot box system and begin using the ImageCast Precinct Optical Scan Tabulator, or to take any other action relative thereto.

Requested by the Select Board

*Explanation: The Select Board is soliciting a recommendation from Town Meeting voters regarding the discontinuance of the hand crank ballot box and the use of an automated tabulator at future elections. This vote can be considered by Town Meeting as a non-binding advisory vote and will inform the Select Board so that they may vote on the method of vote counting in accordance with M.G.L. Chapter 54, Section 34. The ImageCast Precinct Optical Scan Tabulator is an automatic counting machine that will accept voters' hand-completed ballots and will tally votes for Election Officials. The tabulator provides a printed report of the votes, to be added to write in votes and unreadable ballots, prior to transmission by the current practices and certification of election results.*

Select Board Recommendation	5	0	0
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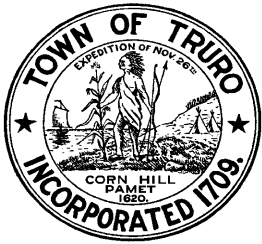
*Article 43: Moved and seconded to recommend by way of a non-binding advisory vote that the Select Board approve the use of an automated tabulator at all elections as the method of vote counting in accordance with M.G.L Chapter 54, Section 34. Article 43 fails, majority did not vote in favor.*

*Motion called to adjourn Annual Town Meeting sine die 2:14pm*

A true copy, attest:



Kaci A. Fullerton  
 Town Clerk, Town of Truro  
 July 22, 2021



# TOWN OF TRURO

## Select Board Agenda Item

**DEPARTMENT:** Administration

**REQUESTOR:** Darrin Tangeman, Town Manager

**REQUESTED MEETING DATE:** August 24, 2021

**ITEM:** Discussion on Revisions to Policy 54: Standards of Professional Conduct

**EXPLANATION:** At previous meetings, Select Board members noted the need to clarify the existing Policy 54: Standards of Professional Conduct to better provide a process for hearing Policy 54 complaints, differentiating between Policy 54 and Policy 31: Written Complaints and Communications, and to provide clarification regarding who may file Policy 54 complaints. Further revisions are also needed to update title changes and reporting structures as prescribed by Charter changes that have occurred since the last revision of this policy.

Staff requests that the Board review the current policy and discuss policy revisions to provide the staff with direction. Staff will then revise the policy for the Select Board to review and approve at a subsequent meeting.

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

**IMPACT IF NOT APPROVED:** The policy will not accurately reflect the organizational reporting relationships.

**SUGGESTED ACTION:** *Discussion only.*

**ATTACHMENTS:**

1. Policy 54: Standards of Professional Conduct
2. Policy 31: Written Complaints and Communication



# TOWN OF TRURO

## Office of the Board of Selectmen

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

### POLICY MEMORANDUM #54

Date: October 28, 2014; January 13, 2015 Revised; February 10, 2015 Revised  
Subject: Standards of Professional Conduct

#### Preamble

The Town of Truro municipal government desires to set a standard of the highest professionalism, civility and respect for employees, volunteers, residents and visitors through personal interactions and any other methods of communication. Additionally, as the controlling governmental body of the Town of Truro, the Board of Selectmen shall model this behavior for the Town. Additionally, the Board shall reinforce and utilize the proper reporting chain (Chain of Command) when dealing with Town employees and processing complaints.<sup>1</sup>

Accordingly, no employee, member of a Board, Commission or Committee, or any other person engaged by the Town of Truro, shall enter into any oral discussions or other form of communication by any means without employing the highest standards of personal integrity, truthfulness, honesty, civility and fairness in carrying out his or her public duties. Failure to do so is a violation of this policy.

#### **1. DEFINITIONS:**

**Civility-** Respect and civility, from all employees, volunteers, those representing the Town, and those in attendance at any Town function, shall be maintained at all times, including and especially during public meetings. Public meetings are to be free from disrespect, creating a public embarrassment, and/or personal attacks on any person whether present or absent from the proceedings. Town Officials and employees, as well as the public, shall be free to express their ideas-- as is their right-- without the threat of harassment and/or intimidation. All persons, as mentioned, shall not be verbally or physically accosted for any reason, at any time. While disagreements about issues are acceptable, becoming disagreeable is not.

**Integrity** -No promises or commitments that cannot be reasonably and lawfully fulfilled shall

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<sup>1</sup> It is understood that due to circumstances beyond the norm and the critical nature of their positions, Police and Fire Department personnel, will act under the guidelines of Truro Police Department & Fire Department Rules and Regulations.

be made by any party working for or representing the Town of Truro. Appropriate social, ethical, and organizational norms in all Town related activities shall be maintained at all times. Acting with integrity includes a commitment to honesty, truthfulness, fairness, follow-through and completing tasks and duties to the highest standard possible.

**Respect:** All persons shall be treated in a fair and equitable manner, without exception. No employee, member of any board, commission or committee, or person representing the Town of Truro, shall at any time for any reason raise his/her voice, demean, or purposefully embarrass any person in any Town building, on any Town property, or at any meeting, presentation, or event or similar, sponsored by the Town. It is expected that any person doing business in Town buildings or at a Town event shall be similarly respectful to all others in attendance and those responsible for the event.

**Ethics:** The highest standards of professional behavior and compliance with all Commonwealth of Massachusetts and Ethics Commission laws, regulations, and policies under which we operate as a Town, shall be maintained at all times.

**Communications:** All parties mentioned above shall strive to be open, consistent, truthful, and respectful in all communications-written and verbal-as this is vital for reflective and sound decision-making for our community. There will also be a commitment to confidentiality of privileged communication that occurs in Executive Sessions and/or involves matters related to personnel, collective bargaining and threatened, pending or ongoing litigation.

**Teamwork:** The Town, including all Departments, Boards, Commissions and Committees, shall promote an atmosphere of teamwork and mutual respect to achieve organizational goals, recognizing at all times that unity of purpose and effort leads to productivity and greater accomplishments for our Town.

## **2. ENFORCEMENT:**

While it is expected that everyone will abide by the code of conduct and remind colleagues and peers of their obligations, it is the responsibility of Committee, Commission and Board Chairs as well as the Town Administrator and Department Heads to enforce the code of conduct. Violations will not be tolerated and may result in disciplinary action.

## **3. REPORTING CHAIN:**

**Chief of Police and the Fire Chief:** Both Chiefs report directly to the Board of Selectmen. Although general dialog and information sharing is encouraged, to foster the best possible communication and management of expectations, anyone making a formal request of either the Police Chief or Fire Chief must direct that request through the Selectmen's designated liaison to the particular Chief. Except when it would be impractical to do so, such requests should be discussed by the full Board of Selectmen prior to communicating the request to the particular Chief.

**Library Director:** Reports to the Board of Library Trustees who are responsible for assigning tasks to the Director.

**All other Department Heads:** Report directly to the Town Administrator. If a member of the Board of Selectmen wishes to task a Department Head, said tasking shall only come from the Town


Administrator.

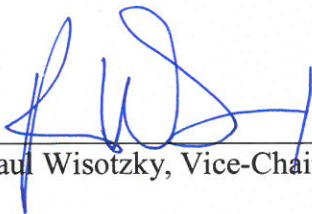
**Board and Committee Chairs:** Report directly to their appointing authority through the official liaison designated by the appointing authority.

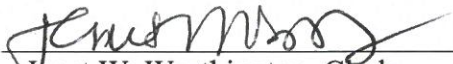
**4. COMPLAINTS AGAINST A TOWN EMPLOYEE:**

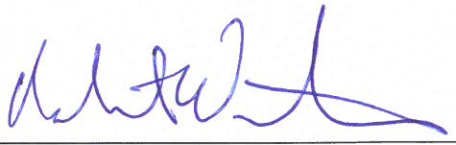
Members of the Board of Selectmen shall not circumvent the reporting chain for any complaint received from the public or an employee. The Board of Selectmen and Department Heads shall be mindful of contractual obligations, employment rights, and the personnel by-law.


Adopted by the Board of Selectmen October 28, 2014

  
Jay Coburn, Chairman

  
Paul Wisotzky, Vice-Chairman

  
Janet W. Worthington, Clerk

  
Robert Weinstein

  
Maureen Burgess  
Board of Selectmen  
Town of Truro



# TOWN OF TRURO

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

## POLICY MEMORANDUM #31 - REVISED

Date: Adopted March 3, 2004, revised 9/29/2004, revised 6/9/09, revised 11/14/2017

Subject: **WRITTEN COMPLAINTS AND COMMUNICATIONS**

### 1. Introduction

All written communication received or generated by the Town of Truro and, in their official capacity, its elected or appointed officials and employees, is governed by the Massachusetts Public Record Law. E-mail and other electronic communications are construed to be subject to the public record law.

Mindful of Public Records requirements, the Board of Selectmen has established the following Complaints and Communications policy in order to establish for itself and Town staff, either wholly or individually, uniform standards for the handling and disposition of such material, and to establish guidelines for the appropriate response to such material by the Selectmen and Town Staff, either wholly or individually.

Nothing in this policy shall be construed as to conflict with state law.

### 2. Policy

#### A. Complaints or Communications Addressed to the Board of Selectmen:

The Town Manager will receive all written complaints or communications addressed to the Board of Selectmen. The Town Manager will keep a record of the receipt of each written complaint or communication. The original and/or copies of the written complaint or communication will be kept in Town Hall as part of the public record. The Town Manager's record will contain the date of receipt and a copy of the response to the complainant. The Town Manager will insure that the Board of Selectmen receives copies of complaints addressed to the Board. The Board may request that further information be provided or action be taken.

The Town Manager shall exercise his or her discretion in crafting the appropriate response to the written complaint or communication. The Board of Selectmen recognizes that, although it may be the addressee of many or most of the written complaints or communications received by the Town, several matters contained therein are of a routine nature and can be handled effectively and expeditiously at staff level.

The Town Manager will, without delay, bring matters not appropriately handled at staff level to the attention of the Board of Selectmen. The Board of Selectmen may choose to add the item to any lawful meeting of the Board of Selectmen or may direct the Town Manager on how to respond to the complaint. The Town Manager will provide the Board a copy of the written complaint or communication, all appropriate background information and supporting documentation, and

recommendations for potential responses. The Board of Selectmen will determine the appropriate response, and cause its implementation.

It shall be the customary policy of the Board of Selectmen to not respond to anonymous complaints or communications. The Board or the Town Manager may use discretion in choosing to withhold the complainant's name from public record, such as in matters of public safety, public health, or any other matter of overriding public concern.

**B. Written Complaints or Communications Addressed to an Individual Selectman or Town Staff:**

The Town Manager will cause the original of any written complaint or communication addressed to an individual Selectman to be placed in the individual's mailbox in Town Hall. Complaints forwarded to a staff person will be handled by the Town Manager.

The original of the written complaint or communication, whether addressed to an individual Selectman or Town employee at his or her mailing address (including e-mail address), shall be kept in Town Hall as part of the public record.

The individual Selectman or Town Manager shall exercise his or her discretion in crafting the appropriate response to written complaints or communications addressed specifically to him or her, whether at Town Hall or at his or her mailing address (including e-mail address). If the complaint or communication deals with an issue specifically related to an action or statement by the individual Selectman, he or she may wish to deal with it unilaterally. A unilateral response shall not be of a nature to imply, or give the impression of, any level of individual authority. If a complaint or communication to individual Selectmen deals with an issue specifically related to an action or statement by a staff person, the Town Manager will investigate the complaint and provide the information to the individual Selectmen.

The individual Selectman or Town Manager will, without delay, bring matters not appropriately handled unilaterally to the attention of the entire Board of Selectmen. The presentation of the written complaint or communication shall be made at any lawful meeting of the Board of Selectmen, which may include regularly-scheduled meetings, emergency meetings, or executive sessions. The presentation to the Board of Selectmen will include a copy of the written complaint or communication, all appropriate background information and supporting documentation, and recommendations for potential responses. The Board of Selectmen will determine the appropriate response, and cause its implementation.

**C. Print/Electronic Media Complaints/Communications Concerning the Board of Selectmen:**

Responses from the Board of Selectmen to complaints or communications concerning the discharge of its public duties that are presented through the print/electronic media shall be in accordance with Section A above. However, the Board of Selectmen stipulates that it is not within the Town Manager's discretion to respond to such print/electronic media complaints or communications without the prior approval of the Board of Selectmen.

Official responses to the print/electronic media by the Board of Selectmen will be printed on Town of Truro stationery or Town-sponsored electronic media.

**D. Complaints/Communications Concerning a Member of a Board/Committee/Commission:**

In all instances, if a complaint is filed about any members of any Board/Committee/Commission, that

person will be afforded an opportunity to address the Board of Selectmen regarding the complaint in a public or executive session, as preferred by that individual.

That person will be provided a copy of the complaint, and will be informed in writing of what action is being contemplated, if any. Further, if such a complaint is to be presented at a meeting of the Board of Selectmen, that person shall be invited to attend and to participate in any discussion of the complaint.

**E. Complaints/Communications Concerning a Town Employee:**

In all instances, if a complaint is filed about a Town employee, the Town Manager will investigate the claim and take appropriate action, including responding to the complainant. The Town Manager will use the appropriate format to inform the Board of Selectmen of the complaint and resolution.

That person will be provided a copy of the complaint, and will be informed of what action is being contemplated, if any. Further, if such a complaint is to be presented at a meeting of the Board of Selectmen, that person shall be invited to attend and to participate in any discussion of the complaint.

**F. Print Media Complaints/Communications Concerning an Individual Selectman or Administrative Appointee:**

Responses from an individual Selectman or the Town Manager shall be in accordance with Section B above. However, whenever such action includes a written response that may be published in print/electronic media, the writer must make it clear that the opinions and/or positions expressed therein are those of the writer, and do not reflect the opinion or position of the entire Board of Selectmen, except in cases where the opinion or position of the Board of Selectmen is a matter of public record.

Responses to the print/electronic media by an individual Selectman or Town employee shall not be printed on Town of Truro stationery or Town-sponsored electronic media.

Board of Selectmen:

  
\_\_\_\_\_  
Paul Wisotzky, Chairman

  
\_\_\_\_\_  
Maureen Burgess, Vice-Chairman

  
\_\_\_\_\_  
Robert Weinstein, Clerk

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

  
\_\_\_\_\_  
Janet W. Worthington





# TOWN OF TRURO

## Select Board Agenda Item

**DEPARTMENT:** Administration

**REQUESTOR:** Darrin Tangeman, Town Manager, on behalf of Michael C. Fee of Pierce & Mandell P.C., Counsel to the High Dune Craft Cooperative, LLC

**REQUESTED MEETING DATE:** August 24, 2021

**ITEM:** Request for Extension of Host Community Agreement- High Dunes Craft Cooperative

**EXPLANATION:** By its terms, the Host Community Agreement with the High Dunes Craft Cooperative (Co-op) will expire September 2021, if the Co-op has not secured a “Final License from the [Cannabis Control Commission] and all necessary local permits from the Town.” The Board in its discretion may agree to an extension of the two-year term, if good cause is found. The referenced license and permits have not been secured. If no extension is granted and the Agreement expires, the Co-op will be required to negotiate a new Host Community Agreement.

Michael C. Fee of Pierce & Mandell P.C., Counsel to the Co-op, has requested a two-year extension of the Host Community Agreement. Attorney Fee’s request explains that the Co-op has not yet secured a Final License from the Cannabis Control Commission, and has not yet applied for site plan review or special permits required under the Truro Zoning Bylaw. Attorney Fee advises that the Co-op’s provisional license was not granted until June 17, 2020, and suggests that delay in receiving the provisional license was likely due in part to the effects of the COVID-19 pandemic and difficulties the Commission had with formulating specific operational guidance for the Co-op.

The Board will need to determine if there is good cause to support an extension. If the Board so finds, it will then need to discuss and vote on whether to extend the current Host Community Agreement for two years, as requested (or for some lesser period of time).

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

**IMPACT IF NOT APPROVED:** The Host Community Agreement with the Co-op will expire, and the Co-op will be required to negotiate a new Host Community Agreement with the Town. This may delay local permitting procedures.

**SUGGESTED ACTION:** MOTION TO *extend the Host Community Agreement for two-years to expire on September 10, 2023, and to authorize the Town Manager to sign the extension on the Board's behalf.*

**ATTACHMENTS:**

1. Letter from Michael Fee of Pierce & Mandell, P.C.
2. Host Community Agreement- High Dunes Craft Cooperative

**PIERCE & MANDELL, P. C.**

ATTORNEYS AT LAW

11 BEACON STREET, SUITE 800  
BOSTON, MASSACHUSETTS 02108

617-720-2444

FAX 617-720-3693

WWW.PIERCEMANDELL.COM

August 19, 2021

**VIA FEDERAL EXPRESS AND FIRST-CLASS MAIL**

Darrin Tangeman  
Town Manager  
Town of Truro  
24 Town Hall Road  
Truro, MA 02666

**RE: High Dune Craft Cooperative, LLC/Host Community Agreement**

Dear Mr. Tangeman:

We are counsel to the High Dune Craft Cooperative, LLC, signatory to the above-referenced Host Community Agreement with the Town dated September 10, 2019 (the "HCA"). As you may know, the HCA, § 15, provides:

In the event the Co-op has not secured a Final License from the CCC [Cannabis Control Commission] and all necessary local permits from the Town for its adult-use marijuana operations within two (2) years from the date this Agreement is signed, this Agreement shall expire and the Co-op shall be required to negotiate a new Host Community Agreement in order to operate within the Town. The Select Board, in its discretion, may agree to an extension of the two-year expiration, for good cause, which shall include the time required to pursue or await the determination of an appeal of the special permit or other legal proceeding.

It is our understanding that the HCA is due to expire on September 10, 2021. The Co-op has not yet secured a Final License from the CCC, and has not yet applied for site plan review or special permits required under the Truro zoning bylaw.

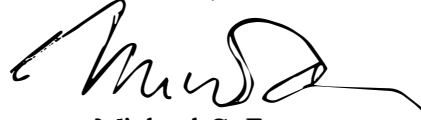
Although the Co-op promptly applied for licensing approvals through the CCC on February 9, 2020, a provisional license was not granted until June 7, 2020. The delay in obtaining CCC approval was likely due in part to the effects of the COVID-19 pandemic, as well

Mr. Tangeman  
August 19, 2021  
Page 2

as difficulties on the part of the CCC in formulating specific guidance for the Co-op regarding requirements for operations. This lack of guidance has slowed the Co-op's efforts to prepare engineered plans required for the site plan review and special permit submissions. The CCC has recently provided Co-op members with definitive guidance regarding outstanding operational issues, and they have engaged engineers to provide suitable plans. We anticipate proceeding expeditiously with the permitting process before the Planning Board and Zoning Board of appeals this Fall.

As a result, the Co-op respectfully requests that the Select Board, utilizing its reasonable discretion, agree to extend the Host Community Agreement for an additional two (2) years. We would ask that you bring this matter to the attention of the Select Board at your earliest convenience. Thank you.

Very truly yours,

A handwritten signature in black ink, appearing to read "M. Fee", with a long horizontal flourish extending to the right.

Michael C. Fee

MCF/esh  
Enclosures

cc: John W. Giorgio, Esq.  
Barbara Carboni, Esq.

TOWN OF TRURO  
AND HIGH DUNE CRAFT COOPERATIVE

HOST COMMUNITY AGREEMENT

FOR THE SITING OF A CRAFT MARIJUANA COOPERATIVE IN THE TOWN OF TRURO

This Host Community Agreement (“Agreement”) is entered into this 10<sup>th</sup> day of September, 2019 (the “Effective Date”) by and between High Dune Craft Cooperative, LLC, a Massachusetts, Limited Liability Company (“the Co-op”), with a principal place of business at 23 Old Bridge Road, Truro, MA 02666 and the following individual Co-op Members:

1. Longnook Artisan Growers, LLC, 12 Longnook Road, Truro, MA 02666;
2. Outer Cape Cannabis Connection, LLC, 1 Noons Road, Truro, MA 02666;
3. Out There Grown, LLC, 21 Holsberry Road, Truro, MA 02666; and
4. Pure Joy Farm, LLC, 23 Old Bridge Road, Truro, MA 02666 (the “Members”);

and the Town of Truro, a Massachusetts municipal corporation with a principal address of 24 Town Hall Road, Truro, MA 02666 (the “Town”), acting by and through its Select Board (hereinafter collectively the “Parties”), in reliance upon all of the representations made herein.

RECITALS

WHEREAS, the Co-op and its Members wish to operate a licensed Craft Marijuana Cooperative for the cultivation of adult use marijuana at the following locations:

1. Longnook Meadows Farm – 6 Poms Lot Road, Map 46-138, Truro;
2. Outer Cape Cannabis Connection, LLC – 1 Noons Road, Truro;
3. Out There Grown – 23 Old Bridge Road, Truro;
4. Pure Joy Farm, LLC – 23 Old Bridge Road, Truro.

And for the manufacturing of marijuana products at the following locations:

1. Pure Joy Farm, LLC – 23 Old Bridge Road, Truro

in accordance with and pursuant to applicable state laws and regulations, including, but not limited to G.L. c.94G and 935 CMR 500.000, and such approvals as may be issued by the Town in accordance with its Zoning Bylaw and other applicable local regulations, as may be amended; and

WHEREAS, the Town recognizes this Co-op and its Members will benefit the Town and its citizens through increased economic development, additional employment opportunities for residents, and a strengthened local tax base; and

WHEREAS, the Co-op and its Members anticipate that the Town may incur additional expenses and impacts on the Town’s road and other infrastructure systems, law enforcement, fire

protection services, inspectional services, permitting and consulting services and public health, as well as unforeseen impacts and;

WHEREAS, the Co-op and its Members intend to provide certain benefits to the Town in the event that it receives the requisite licenses from the Cannabis Control Commission or such other state licensing or monitoring authority, as the case may be, and receives all required local permits and approvals from the Town; and

WHEREAS, the Parties intend by this Agreement to satisfy the provisions of G.L. c.94G, Section 3(d), applicable to the operation of the Co-op and its Members, such activities to be only done in accordance with the applicable state and local laws and regulations in the Town;

WHEREAS, the Parties agree that the above Recitals are true and accurate and that they are incorporated herein and made a part hereof.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Co-op, its Members and the Town agree as follows:

### **1. Representations and Warranties**

The Parties respectively represent and warrant that:

- A. Each is duly organized and existing and in good standing, has the full power, authority, and legal right to enter into and perform this Agreement, and the execution, delivery and performance hereof and thereof (i) will not violate any judgment, order, state law, bylaw, or regulation, and (ii) does not conflict with, or constitute a default under, any agreement or instrument to which either is a party or by which either party may be bound or affected; and
- B. Once this Agreement has been duly authorized, executed and delivered, this Agreement constitutes legal, valid and binding obligations of each party, enforceable in accordance with its terms; and
- C. There is no action, suit, or proceeding pending, or, to the knowledge of either party, threatened against or affecting either Party wherein an unfavorable decision, ruling or finding would materially adversely affect the performance of any obligations hereunder, except as otherwise specifically noted in this Agreement.

### **2. Annual Payments**

In the event that the Co-op obtains the requisite licenses and/or approvals as may be required for its operations, and receives any and all necessary and required permits and licenses of the Town, and at the expiration of any final appeal period related thereto, which permits and/or licenses allow the Co-op and its Members to locate, occupy and operate within the Town, then the Co-op and its Members agree to provide the following Annual Payments:

A. Community Impact Fee

The Co-op and its Members anticipate that the Town may incur additional expenses and impacts on the Town's road and other infrastructure systems, law enforcement, fire protection services, inspectional services, and permitting and consulting services, as well as unforeseen impacts, on the Town. Accordingly, in order to mitigate the financial impact on the Town and use of Town resources, the Co-op and its Members agree to pay an Annual Community Impact Fee to the Town, in the amount and under the terms provided herein.

1. The Members shall each pay an Annual Community Impact Fee in an amount equal to one percent (1%) in the first year, two percent (2%) in the second year, and three percent (3%) in the third year of gross sales of marketable products produced by each Member's cultivation and product manufacturing operations located within the Town of Truro, which are marketed and sold by the individual Members, and not the Co-op. The wholesale value of the marijuana and marijuana products produced by the Members shall be based on the wholesale value of the marijuana and marijuana products as determined by arms-length wholesale sales made by the Members during the year.
2. The Co-op shall pay an Annual Community Impact Fee in an amount equal to one percent (1%) in the first year, two percent (2%) in the second year, and three percent (3%) in the third year of gross sales of marketable products sold on behalf of the Members for the cultivation and product manufacturing operations located within the Town of Truro. The wholesale value of the marijuana and marijuana products sold by the Co-op shall be based on the wholesale value of the marijuana and marijuana products as determined by arms-length wholesale sales made by the Co-op during the year.
3. The Co-op and its Members shall pay the Annual Community Impact Fee in semi-annual installments as follows:

For sales between October 1 and March 31, payment shall be made on or before May 1; and

For sales between April 1 and September 30, payment shall be made on or before November 1,

With regard to any six-month period of operation which is less than a full six-months, the applicable Community Impact Fee shall be pro-rated accordingly. The Co-op and its Members shall be deemed to have commenced operations upon the issuance of a Final License and authorization to grow from the CCC and the receipt of all local approvals, including all required zoning relief and building permits ("Commencement of Operations").

4. The Annual Community Impact Fee shall be subject to the five (5) year statutory limitations of G.L. c.94G, §3(d). Six (6) months prior to the conclusion of the five (5) year term, the Parties shall meet to engage in a good-faith renegotiation of a new Community Impact Fee.

5. The Town may use the above referenced payments as it deems appropriate in its sole discretion, but shall make a good faith effort to allocate said payments for road and other infrastructure systems, law enforcement, fire protection services, inspectional services, public health and addiction services and permitting and consulting services, as well as unforeseen impacts upon the Town.
6. Pursuant to M.G.L. c. 94G, §3(d), a “community impact fee shall be reasonably related to the costs imposed upon the municipality by the operation of the marijuana establishment...” Notwithstanding the foregoing, the Parties hereby acknowledge the difficulty in computing actual Town costs and agree that impacts may result in municipal budgetary increases that cannot be separately identified or precisely quantified. Consequently, the Co-op and its Members agree that the payments due under this Agreement are reasonably related to Town costs and waives any claims to the contrary.

B. Additional Costs, Payments and Reimbursements

1. Permit and Connection Fees: The Co-op and its Members hereby acknowledge and accept, and waive all rights to challenge, contest or appeal, the Town’s usual building permit fee and other permit application fees, water connection fees, and all other local charges and fees generally applicable to other commercial developments in the Town.
2. Consulting Fees and Costs: In addition to the Community Impact Fee, the Co-op and its Members shall reimburse the Town for any and all reasonable consulting costs and fees related to any land use applications concerning the Co-op, negotiation of this and any other related agreements, and any review concerning the Co-op or its Members’ operations, including planning, engineering, legal and/or environmental professional consultants and any related reasonable disbursements at standard rates charged by the above-referenced consultants. The Town agrees to endeavor, to the greatest extent reasonably possible, to engage consultants with competitive, industry standard fee structures, and to require peer review, or duplicative services, only when necessary.
3. Other Costs: The Co-op shall reimburse the Town for the actual costs incurred by the Town in connection with holding public meetings and forums substantially devoted to discussing the Co-op and/or reviewing its Members’ operations and for any and all reasonable consulting costs and fees related to the monitoring and enforcement of the terms of this Agreement, including, but not limited to independent financial auditors and legal fees. Provided, however, that any upfront payment for such fees and costs may be deducted from the payment of the Annual Community Impact Fee for the subsequent payment period.
4. Late Payment Penalty: The Co-op and its Members acknowledge that time is of the essence with respect to their timely payment of all funds required under Section 2 of this Agreement. In the event that any such payments are not fully made with ten



(10) days of the date they are due; the Town shall provide the Co-op and/or its delinquent Members with written notice of such failure to make a timely payment. The Co-op and its Members shall have a ten (10) day period to cure such failure to make timely payment from the date of receipt of such notice. If the Co-op or its Members fail to make full payment within such cure period, the Co-op and its Members shall be required to pay the Town a late payment penalty equal to five percent (5%) of such required payments.

5. Liability: The Co-op shall guaranty payment of the obligations of the Members to the Town under this Agreement, including, but not limited to, the financial payments due to the Town under Section 2.A.1.

### C. Annual Reporting for Host Community Impact Fees

The Co-op and its Members shall submit semi-annual financial statements to the Town during the term of this Agreement. The Co-op and its Members shall maintain books, financial records, in accordance with any applicable regulations or guidelines of the CCC. All records shall be kept for a period of at least seven (7) years. Upon request by the Town, the Co-op and its Members shall provide the Town with the same access to its financial records (to be treated as confidential, to the extent allowed by law) as it is required by the CCC and Department of Revenue for purposes of obtaining and maintaining a license for the Co-op.

During the term of this Agreement and for three years following the termination of this Agreement the Co-op and its Members agree that in the event the Town is unable to verify the Co-op or its Members' gross sales and the payment of the required amount of the Annual Community Impact Fee, the Town may require the Co-op and its Members to have their financial records examined, copied and audited by an Independent Financial Auditor, the expense of which shall be borne by the Co-op and its Members. The Independent Financial Auditor shall review the Co-op and its Members' financial records for purposes of determining that the Annual Payments are in compliance with the terms of this Agreement. Such examination shall be made not less than thirty (30) days following written notice from the Town and shall occur only during normal business hours and at such place where said books, financial records and accounts are maintained. The Independent Financial Audit shall include those parts of the Co-op and its Members' books and financial records which relate to the payment and shall include a certification of itemized gross sales for the previous calendar year, and all other information required to ascertain compliance with the terms of this Agreement. The independent audit of such records shall be conducted in such a manner as not to interfere with the Co-op or its Members' normal business activities. In the event that the Independent Financial Auditor determines that the Co-op's previously provided documents correctly established the amount of the Co-op's and Members' gross sales, and that the required amount of the Annual Community Impact Fee was correctly calculated, and duly paid, then the cost of the Financial Audit may be deducted from the subsequent year's Community Impact Fee.

### 3. Local Vendors and Employment

To the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, the Co-op and its Members will make every effort in a legal and non-discriminatory

manner to give priority to local businesses, suppliers, contractors, builders and vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the Co-op when such contractors and suppliers are properly qualified and price competitive and shall use good faith efforts to hire Town residents.

#### **4. Local Taxes**

At all times during the Term of this Agreement, property, both real and personal, owned or operated by the Co-op and its Members shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by the Co-op or by its Members and neither the Co-op nor its Members shall object or otherwise challenge the taxability of such property and shall not seek a non-profit reduction with respect to such taxes with the exception of available agricultural exemptions. Nothing herein shall affect or disturb any agricultural exemptions pursuant to G.L. c.61A existing as of the Effective Date of this Agreement.

In the event a Member seeks an agricultural classification pursuant to G.L. c.61A after the Effective Date of this Agreement for land on which marijuana is cultivated or marijuana products are manufactured, the Members and Co-op agree that to the extent such classification results in a determination that the Member's property is entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then the Company shall pay to the Town an amount which when added to the taxes, if any, paid on the portion of the property on which marijuana cultivation and product manufacturing operations take place, shall be equal to the taxes which would have been payable on such property at fair cash value and at the otherwise applicable tax rate, if there had been no agricultural classification; this payment shall be in addition to the payment made by the Company under Section 2 of this Agreement.

#### **5. Security and Safety**

To the extent requested by the Town's Police Department, and subject to the security and architectural review requirements of the CCC, or such other state licensing or monitoring authority, as the case may be, the Co-op and its Members shall work with the Town's Police Department in reviewing and approving all security plans prior to the implementation and Commencement of Operations, including determining the placement of exterior security cameras, but in no event will the Police Department's review override, or be more stringent than, the requirements of the CCC.

The Co-op and its Members agree to cooperate with the Police Department, including but not limited to periodic meetings to review operational concerns, security, delivery schedule and procedures, cooperation in investigations, and communications with the Police Department of any suspicious activities at or in the immediate vicinity of the individual Members' operations, and with regard to any anti-diversion procedures to ensure that marijuana and marijuana products sold by the Co-op or its Members are not being transferred to the illegal market or to minors.

If requested, the Co-op and its Members shall implement a comprehensive diversion prevention plan to prevent diversion of medical marijuana and marijuana products into the illicit market and to minors, such plan to be in place prior to the Commencement of Operations. The Co-op and its Members shall present the diversion plan to the Police Department for its review and feedback and, to the extent

required by the Police Department, work collaboratively to implement any reasonable changes, amendments or modifications to address local concerns.

The Co-op and its Members shall promptly report the discovery of the following to Town Police within 24 hours of the Co-op becoming aware of such event: diversion of marijuana; unusual discrepancies identified during inventory; theft; loss; unusual discrepancy in weight or inventory during transportation; any vehicle accidents, losses, or other reportable incidents that occur during transport; any suspicious act involving the sale, cultivation, distribution, processing, or production of marijuana by any person; unauthorized destruction of marijuana; any loss or unauthorized alteration of records related to marijuana; an alarm activation or other event that requires response by public safety personnel; failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight hours; and any other breach of security.

The Co-op and its Members agree and acknowledge that periodic inspections of the individual Member operations by the Town's Police Department, Town's Fire Department, Building Department and Board of Health to ensure compliance with local bylaws, rules and regulations shall be a condition of continued operation in Town and agree to cooperate with the Town's Police Department, Building Department, Fire Department and Board of Health in providing access for scheduled and unscheduled inspections of the individual Member operations. The Town acknowledges that the majority of the Members conduct operations on residential parcels where they also reside. Therefore, except in case of emergency or imminent threat to public health or safety, the Town shall endeavor to give twenty four (24) hour advance email notice of any inspection.

## **6. Community Impact Concerns**

The Co-op and its Members agree to work collaboratively and cooperatively with the Town and abutting property owners to address mitigation of any reasonable concerns or issues that may arise through the operation of the Co-op, including, but not limited to, odor, noise, light or visual impacts.

In the event the Town receives six (6) or more written complaints from either abutters, owners of land directly opposite the Members' property on any public or private street or way, or abutters to the abutters within 600 feet of the property line of the Members' property, representing separate households, within a two-week period with respect to substantially the same type of negative impact (odor, noise, light or visual) in relation to any individual Member's operations, then the Parties agree that the following protocol may be followed:

1. The Town may, in its discretion, choose to investigate the complaints, which may include inspection of the operation and evaluation of the complaint from the property of the complainants. Inspection of complaints may be conducted by the Town's Building Inspector, Health Agent, Police Chief, and/or Fire Chief, or their designees, to evaluate the nature and scope of the complaint, document the conditions giving rise to the complaints, and investigate the impacts on abutting properties. The inspecting officials shall prepare a written Inspection Report.
2. Following the completion of a written Inspection Report, the Town Manager may convene a meeting of Town Officials/Staff to review the Inspection Report, and meet with the Member

whose operations are the basis for the complaints to determine whether further mitigation measures may be implemented to address the complaints. The Town may undertake further inspections and require that independent measurements of light, sound or odors be taken. The Town and the Member shall discuss various mitigation measures, including the following:

- a. A reduction in the amount of outdoor canopy for the next growing season;
  - b. A relocation of the outdoor growing operations to a less obtrusive location on the property;
  - c. The enclosure of the marijuana cultivation operations in a green house or other structure in order to control impacts;
  - d. Implementation of odor, light or noise control processes or technologies reasonably calculated to address the specific nature of the complaints.
  - e. Any other mitigation measures, as deemed appropriate.
3. In the event the Member and the Town cannot reach an agreement as to the mitigation measures to be undertaken by the Member, the Member may request that the Town agree to seek the input of an independent third-party mediator to assist in facilitating an agreed-upon resolution, the cost of which shall be borne by the Member and may be deducted offset against the following year's Community Impact Fee. The Town Manager and the Member shall both agree on the third-party mediator prior to any meeting with the mediator, and any final mitigation agreement shall be subject to approval of the Select Board.
4. Nothing set forth herein, including the Town's participation in a mediation/conciliation meeting, shall limit the authority or jurisdiction of the Building Inspector, Board of Health, or any other local enforcement official from enforcing applicable state laws and regulations, the Town's local bylaws and regulations, or the conditions of the Special Permit and/or Site Plan Approval, nor shall any mediation/conciliation meeting or agreement pursuant to this Section of the Host Community Agreement limit the authority of the Select Board to seek enforcement of the terms of this Agreement through any available means, including by judicial order.

## **7. Additional Obligations**

The obligations of the Co-op, its Members and the Town recited herein are specifically contingent upon the Co-op obtaining a Final License from the CCC, and the Co-op's receipt of any and all necessary local approvals to locate, occupy, and operate within in the Town.

This agreement does not affect, limit, or control the authority of Town boards, commissions, and departments to carry out their respective powers and duties to decide upon and to issue, or deny, applicable licenses, permits and other approvals under the statutes and regulations of the Commonwealth, the General and Zoning Bylaws of the Town, or applicable regulations of those boards, commissions, and departments or to enforce said statutes, bylaws and regulations. The Town, by entering into this Agreement, is not hereby required or obligated to issue such licenses, permits and approvals as may be necessary for the Co-op to operate in the Town, or to refrain from enforcement action against the Co-op and/or the Co-op for violation of the terms of said permits and approvals or said statutes, bylaws, and regulations.

## **8. Energy and Environmental Requirements**

The Co-op and its Members shall (a) satisfy all minimum energy efficiency and equipment standards established by the Cannabis Control Commission and meet all applicable environmental laws, regulations, permits, and other applicable approvals; (b) adopt and use best management practices as determined by the Cannabis Control Commission's Energy and Environmental Working Group to reduce energy usage and consumption and operate the Co-op in compliance with best environmental practices with respect to cultivation, processing and manufacturing operations; and (c) ensure that lighting power densities for cultivation spaces does not exceed an average of 36 watts per gross square foot of active and growing canopy in accordance with all applicable CCC policies and regulations.

The Co-op shall report to the Select Board concerning its individual Member's energy use through by providing copies of each Member's annual energy bill. Members shall additionally provide a copy of the energy bill for the year prior to the Commencement of Operations.

## **9. Water Consumption**

The Co-op and its Members shall comply with the Cannabis Control Commission's Best Management Practice Guides for Water Use, with respect to soil health, watering methods, and water capture and reuse. With respect to any Members using municipal water sources, such Members shall monitor and document water use, and report annually to the Select Board on the amount of water used for marijuana cultivation operations.

## **10. Waste Management Controls**

The Co-op and its Members shall comply with the Cannabis Control Commission's Guidance on Cannabis Waste Management Requirements. In the event the Members dispose of marijuana waste at the Town's Transfer Station, such waste disposal must be pursuant to a commercial permit.

## **11. Pest Management**

The Co-op and its Members shall comply with the Cannabis Control Commission's Guidance on Integrated Pest Management and shall apply chemical controls judiciously. Pesticides shall not be used as the primary method of pest control. "Minimum-risk (25(b))" pesticides for use in cannabis cultivation may be used in moderation.

## **12. Odor Control Technology**

The Co-op and its Members shall ensure that odor from the operations do not constitute a nuisance to surrounding properties. Subject to review and approval by the Planning Board as part of the Special Permit process, the Co-op and its Members may, at a minimum, endeavor to plant varieties of marijuana that have been documented to be the least odoriferous varieties and surround all marijuana cultivation operations with cedar shavings or chips to mask odors to the greatest extent possible.

### **13. Limitations on Use**

The Co-op and its Members agree that, even if authorized under CCC regulations, they will not engage in delivery of adult use marijuana directly to consumers absent approval from the Select Board

### **14. Support**

The Town agrees to submit to the CCC, or such other state licensing, registering or monitoring authority, as the case may be, the required certifications relating to the Co-op's application for a license to operate where such compliance has been properly met, but makes no representation or promise that it will act on any other license or permit request, including, but not limited to any zoning application submitted for the Co-op or any of its individual Members, in any particular way other than by the Town's normal and regular course of conduct and in accordance with its rules and regulations and any statutory guidelines governing them.

### **15. Term**

Except as expressly provided herein, this Agreement shall take effect on the date set forth above, and shall be applicable for as long as any of the Members operate within the Town, with the exception of the Community Impact Fee as set forth in Section 2 herein, which shall be subject to the five (5) year statutory limitations of G.L. c.94G, §3(d), which time period shall be calculated for each Member based on the date of the Commencement of Operations for each Member's operation.

In the event the Co-op has not secured a Final License from the CCC and all necessary local permits from the Town for its adult use marijuana operations within two (2) years from the date this Agreement is signed, this Agreement shall expire and the Co-op shall be required to negotiate a new Host Community Agreement in order to operate within the Town. The Select Board, in its discretion, may agree to an extension of the two-year expiration, for good cause, which shall include the time required to pursue or await the determination of an appeal of the special permit or other legal proceeding.

This agreement shall apply only to the Co-op and its individual Members as presently constituted as of the Effective Date of this Agreement. Any changes to the Membership of the Co-op with respect to the addition of operational locations within the Town shall require an amendment to this Agreement to include such new Members as signatories hereto.

### **16. Annual Reporting**

The Co-op and its Members shall file an annual written report with the Select Board in connection with its annual financial submissions each year for purposes of reporting on compliance with each of the terms of this Agreement and shall, at the request of the Select Board, appear at a regularly scheduled meeting to discuss the Co-op's Annual Report.



To Members:                   Outer Cape Cannabis Connection, LLC  
  Attn: Craig Milan  
  P.O. Box 603  
  Truro, MA 02666

  Longnook Artisan Growers, LLC  
  Attn: Peter Staaterman  
  P.O. Box 774  
  12 Longnook Road  
  North Truro, MA 02652

  Pure Joy Farm, LLC  
  Attn: Jessica Cook  
  PO Box 545  
  23 Old Bridge Road  
  Truro, MA 02666

  Out There Grown, LLC  
  Attn: Arthur Bosworth, III  
  P.O. Box 668  
  21 Holsbery Road  
  Truro, MA 02666

  With a copy to:

  Michael C. Fee  
  Pierce & Mandell, P.C.  
  11 Beacon Street, Ste. 800  
  Boston, MA 02108

**19. Severability**

If any term of condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless the Town would be substantially or materially prejudiced. Further, the Co-op and its Members agree that they will not challenge, in any jurisdiction, the enforceability of any provision included in this Agreement; and to the extent the validity of this Agreement is challenged by the Co-op or its Members in a court of competent jurisdiction, the Co-op and its Members shall pay for all reasonable fees and costs incurred by the Town in enforcing this Agreement.



## **20. Governing Law**

This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, and the Co-op and its Members submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

## **21. Entire Agreement**

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the Co-op, its Members and the Town with respect to the matters described herein. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

## **22. Amendments/Waiver**

Amendments, or waivers of any term, condition, covenant, duty or obligation contained in this Agreement may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

## **23. Headings**

The article, section, and/or paragraph headings in this Agreement are for convenience of reference only, and shall in no way affect, modify, define or be used in interpreting the text of this Agreement.

## **24. Counterparts**

This Agreement may be signed in any number of counterparts all of which taken together, each of which is an original, and all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing one or more counterparts.

## **25. Signatures**

Facsimile signatures affixed to this Agreement shall have the same weight and authority as an original signature.

## **26. No Joint Venture**

The Parties hereto agree that nothing contained in this Agreement or any other documents executed in connection herewith is intended or shall be construed to establish the Town, or the Town and any other successor, affiliate or corporate entity as joint ventures or partners.

## **27. Nullity**

This Agreement shall be null and void in the event that the Co-op and its Members do not locate their operations in the Town or relocates operations out of the Town. Further, in the case of any relocation

of operations out of the Town, the Co-op and its Members agree that an adjustment of Annual Payments due to the Town hereunder shall be calculated based upon the period of occupation of the Members within the Town, but in no event shall the Town be responsible for the return of any funds provided to it by the Co-op or its Members.

**28. Indemnification**

The Co-op and its Members shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, causes of actions, defenses, proceedings and/or costs and expenses, including attorney's fees, brought against the Town, their agents, departments, officials, employees, insurers and/or successors, by any third party arising from or relating to the development of the Members' operations within the Town. Such indemnification shall include, but shall not be limited to, all reasonable fees and reasonable costs of attorneys and other reasonable consultant fees and all fees and costs (including but not limited to attorneys and consultant fees and costs) shall be at charged at regular and customary municipal rates, of the Town's choosing, incurred in defending such claims, actions, proceedings or demands. The Co-op agrees, within thirty (30) days of written notice by the Town, to reimburse the Town for any and all costs and fees incurred in defending itself with respect to any such claim, action, proceeding or demand.

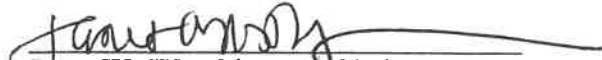
**29. Third-Parties**

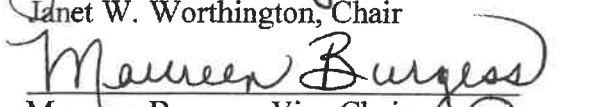
Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Town, the Co-op or its Members.

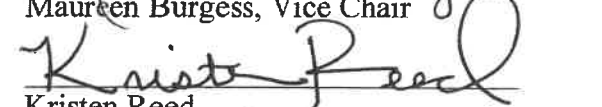
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.


TOWN OF TRURO SELECT BOARD:

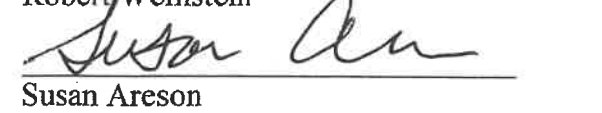
THE HIGH DUNE CRAFT MARIJUANA COOPERATIVE

  
 Janet W. Worthington, Chair

  
 Maureen Burgess, Vice Chair

  
 Kristen Reed


  
 Robert Weinstein

  
 Susan Areson


By: Stephanie Rein  
 Its: \_\_\_\_\_

THE MEMBERS:

Outer Cape Cannabis Connection, LLC  
 By: \_\_\_\_\_  
 Its: Manager

  
 Longnook Artisan Growers, LLC  
 By: Peter Staaterman  
 Its: Member

Out There Grown, LLC  
 By: Stephanie Rein  
 Its: Manager

  
 Pure Joy Farm, LLC  
 By: Jessica Cook  
 Its: Manager

**29. Third-Parties**

Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Town, the Co-op or its Members.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

TOWN OF TRURO SELECT BOARD:

THE HIGH DUNE CRAFT MARIJUANA  
COOPERATIVE

\_\_\_\_\_  
Janet W. Worthington, Chair

  
\_\_\_\_\_

\_\_\_\_\_  
Maureen Burgess, Vice Chair

By: Stephanie Rein

\_\_\_\_\_  
Kristen Reed

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

\_\_\_\_\_  
Susan Areson

THE MEMBERS:

Outer Cape Cannabis Connection, LLC

  
\_\_\_\_\_

By: David Krieger-Dewitt


Its: Manager

Longnook Artisan Growers, LLC

\_\_\_\_\_  
By: Peter Staaterman

Its: Member

Out There Grown, LLC

  
\_\_\_\_\_

## Host Community Agreement Certification Form

The applicant and contracting authority for the host community must complete each section of this form before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant and/or municipality appear in italics. Please note that submission of information that is “misleading, incorrect, false, or fraudulent” is grounds for denial of an application for a license pursuant to 935 CMR 500.400(1).

### Applicant

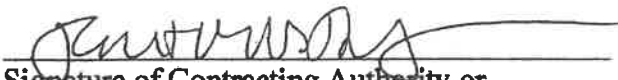
I, Stephanie Rein, (*insert name*) certify as an authorized representative of High Dune Craft Cooperative, LLC (*insert name of applicant*) that the applicant has executed a host community agreement with The Town of Truro (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on August, 2019 (*insert date*).



Signature of Authorized Representative of Applicant  
Stephanie Rein

### Host Community

I, Janet Worthington, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for Town of Truro (*insert name of host community*) to certify that the applicant and Town of Truro (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on August 27, 2019 (*insert date*).



Signature of Contracting Authority or  
Authorized Representative of Host Community

By: Stephanie Rein

Its: Manager

Pure Joy Farm, LLC

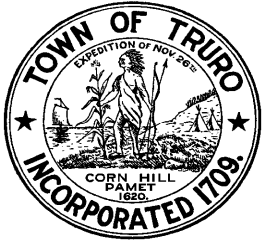
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By: Jessica Cook

Its: Manager

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15



# TOWN OF TRURO

## Select Board Agenda Item

**DEPARTMENT:** Administration

**REQUESTOR:** Darrin Tangeman, Town Manager

**REQUESTED MEETING DATE:** August 24, 2021

**ITEM:** Discussion and Approve Conflict of Interest Memo and Campaign Finance Law Memo for multimember bodies

**EXPLANATION:**

**FINANCIAL SOURCE (IF APPLICABLE):**

**IMPACT IF NOT APPROVED:**

**SUGGESTED ACTION: MOTION TO**

**ATTACHMENTS:**

1. Draft Memo

STAFF MEMORANDUM

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To: Truro Select Board  
From: Barbara Carboni, Town Planner and Land Use Counsel  
Date: August 20, 2021  
Re: Conflict of Interest Law, G.L. c. 268A and political activity

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Questions have arisen regarding permissible activity – in particular, political activity – by individuals serving the Town in different capacities. This Memorandum addresses the applicability of the Conflict of Interest Law, G.L. c. 268A to these individuals and activities.

Who is subject to the Conflict of Interest Law?

As the Board is aware, the Conflict of Interest Law applies to all public employees, and the definition of public employee – in this case, municipal employee - is broad:

“Municipal employee: a person performing services for or holding an office, position, employment or membership in a municipal agency, whether by election, appointment, contract of hire or engagement, whether serving with or without compensation, on a full, regular, part-time, intermittent, or consultant basis, but excluding (1) elected members of a town meeting and (2) members of a charter commission. . . .”

G.L. c. 268A, s. 1. Unless expressly designated by the Select Board as a “special municipal employee,” *anyone performing services for the Town*, paid or unpaid (volunteer), is a “municipal employee” subject to the law.

What activities are prohibited?

Municipal employees may not “knowingly (or with reason to know) . . . use or attempt to use their official positions to secure for themselves or others unwarranted privileges or exemptions of substantial value that are not properly available to similarly situated individuals.” G.L. c. 268A, s. 23(b)(2)(ii).<sup>1</sup> This prohibition bars use of the municipal employee’s position to engage in political activity, and bars any use of public resources in connection with such activity. “Political activity” includes both *election-related* and *non-election-related* political activity, which is an activity directed at influencing governmental decision-makers, such as supporting or opposing a town meeting warrant article.<sup>2</sup> Municipal employees may engage in *private* political activity without violating the Conflict of Interest Law. Where an impression might be given that

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<sup>1</sup> The activities of a municipal employee may also be subject to laws governing political campaigns and finance. G.L. c. 55 (and its interpretations by the Office of Campaign and Political Finance) prohibits the expenditure of public funds, or use of public other resources, to influence elections or ballot questions.

<sup>2</sup> While elected officials and some policy-making employees may have some leeway to engage in political activity, non-elected and non-policy-making employees *do not*.



## Agenda Item: 6E1

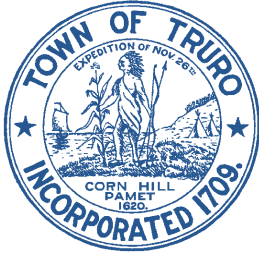
an individual is acting in an official capacity, he or she should state that such activity (e.g., speaking at a public meeting) is in an individual, not official capacity. In addition, as a best practice, an individual board or committee member should not purport to represent the opinion of that board/committee, except when specifically authorized by a recorded vote to do so.

### Resources available

The State Ethics Commission, which enforces the Conflict of Interest Law, is available to provide confidential advice through its Attorney of the Day, who may be reached at (617) 371-9500, or through an online request form:

<https://www.mass.gov/how-to/request-advice-about-how-the-conflict-of-interest-law-applies-to-you>

Note that the Commission cannot provide advice regarding conduct that has already occurred, or another individual's conduct, unless his or her permission is provided.



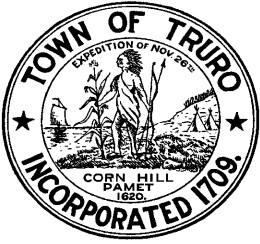
# TOWN OF TRURO

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. Lower Cape Community Access Television Agreement with Truro
- B. Request to Approve the Official's Bond for Catherine (Molly) Stevens
- C. Review and Approve Appointment Renewals: Dan Traub-Deputy Shellfish Constable; Patricia Wheeler-Human Services Committee; John Bloom-Deputy Shellfish Constable; Gary Sharpless-Deputy Shellfish Constable; Mark Wisotzky-Deputy Shellfish Constable
- D. Review and Approve Select Board Minutes: None



# TOWN OF TRURO

## Select Board Agenda Item

**DEPARTMENT:** Administration

**REQUESTOR:** Darrin Tangeman, Town Manager

**REQUESTED MEETING DATE:** August 24, 2021

**ITEM:** Lower Cape Community Access Television Agreement with Town of Truro

**EXPLANATION:**

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

**IMPACT IF NOT APPROVED:**

**SUGGESTED ACTION:**

**ATTACHMENTS:**

1. LCCAT Agreement

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

This Agreement between the Town of Truro and Lower Cape Community Access Television Inc. ("Agreement") is made this day of \_\_\_\_\_, 2021, by and between the Town of Truro, Massachusetts, a municipal corporation, (hereinafter also referred to as the "Town") acting by and through its Select Board (also referred to as the "Issuing Authority" in the cable license with Comcast of Massachusetts I, Inc.), and Lower Cape Community Access Television, Inc. (hereinafter also referred to as "LCCAT"), a nonprofit corporation duly established under the laws of the Commonwealth of Massachusetts, who agree as follows:

RECITALS:

**WHEREAS**, the Town of Truro (hereinafter also referred to as the "Town") granted a Cable Television Renewal License to Comcast of Massachusetts, I, Inc, (hereinafter also referred to as "Comcast") for an Amended/ Restated Term from February 1, 2010 through March 31, 2012, and a Renewal Terms from April 1, 2012 through March 31, 2022, and for a further Renewal License for the 10-year term beginning September 17, 2021. (References to Comcast in this Agreement shall apply to any and all transferees or successors to Comcast);

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

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

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

management, operation and programming of a Public Access Channel; and (ii) the provision of Access equipment, and training in support of said equipment for the cablecasting of Educational Access Programming produced by or for the Nauset Regional Schools, from the Nauset Regional High School, or other location, over the Educational Access Channel provided to the Town by the cable licensee;

**WHEREAS**, the Town issued a Request for Proposal ("RFP"), available August 8, 2010, with an Addendum issued August 9, 2010, for "Public and Educational Access Programming, Services, Facilities and Equipment", and LCCAT, a non-profit Access corporation, timely responded to said RFP and was selected as the successful Proposer;

**WHEREAS**, LCCAT has by means of its Proposal to the RFP stated its interest in providing: (i) Public Access programming, services, facilities and equipment to the Town, its residents, and Orleans organizations and institutions; and (ii) the provision of Access equipment, and training in support of said equipment, as reasonably determined by LCCAT, for the cablecasting of Educational Access Programming from the Nauset Regional High School, or other location, over the Public Access Channel or Educational Access Channel when that becomes available;

**WHEREAS**, the parties recognize and agree that LCCAT will be providing similar Public and Educational Access services, facilities, equipment and/or support to and for the other LCCAT Towns which enter into an Access Agreement with LCCAT, and that the residents and organizations and institutions of those LCCAT Towns will also be provided such Access services, facilities, equipment and/or support by and through LCCAT. (As such, unless otherwise specified, a reference to "Access Users" in this Agreement shall, as defined in Section 1 below, mean an access user from any one of the

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

following Towns, in addition to the Town of Truro, that has entered into an agreement with LCCAT: Orleans, Eastham, Brewster, and Wellfleet); and

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

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

**SECTION 1. DEFINITIONS**

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

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

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

"Renewal License" – The Cable Television Renewal License between Comcast Cable Communications Management LLC and the Town of Truro, Massachusetts, dated September 17, 2021.

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

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

"Truro Access Users" - shall mean the residents of, or individuals associated with organizations or institutions in, the Town of Truro, who have complied with and have successfully completed the reasonable membership and training requirements of LCCAT, and shall also include the Town of Truro, its officials and employees, also subject to any training requirements of LCCAT.

**SECTION 2. PURPOSE OF AGREEMENT**

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

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

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

**SECTION 4. TERM**

(a) The Agreement shall be for a term, commencing on July 1, 2021 (subject to the requirement of Section 3 above) and running through and until June 30, 2024, unless earlier terminated as provided herein. This Agreement may be extended by a written instrument signed by the authorized representative(s) of both parties.

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

(b) LCCAT shall, by January 1, 2024, give the Select Board written notice of its request to renew this Agreement for an additional term. In response to a written notice of request to renew from LCCAT, the Select Board shall, within sixty days (60) days of receipt of said notice, provide a written response to LCCAT as to whether it is willing to renew this Agreement. If, as evidenced by the written notices of LCCAT and a written response of the Select Board, both parties are interested in renewing this Agreement, the parties shall negotiate in good faith to see if an agreement (including any new terms) can be reached to so renew said Agreement on terms agreeable to both parties.

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

LCCAT shall provide Public Access programming services, facilities, equipment and training to the Town of Truro and Truro Access Users, consistent with the funds provided to LCCAT pursuant to this Agreement and the reasonable availability of access personnel, contractors and volunteers, and in accordance with applicable law and the operation of a Section 501(c)(3) tax exempt organization.

LCCAT shall be responsible for the provision of programming on the Public Access channel, including, but not limited to programming produced by its members/producers and programming produced or otherwise recorded or sponsored by or for LCCAT. The services, facilities and equipment provided by LCCAT shall be provided to Truro Access Users on a non-discriminatory basis. All Access programming shall require a LCCAT sponsor, either an LCCAT member or LCCAT itself. The Public Access programming, services, facilities and equipment shall, consistent with the funds available to LCCAT, include the following responsibilities:

(a) Schedule, operate and maintain the Public Access Channel. (hereinafter also referred to as the "Access Channels" provided in accordance with the respective cable licenses.



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

- (b) Ensure that all programming on the Public Access Channel shall comply with applicable laws and regulations.
- (c) Responsibly manage the annual funding provided to and raised by LCCAT, including the funding provided pursuant to this Access Agreement;
- (d) Operate and maintain a Public Access studio, and purchase and/or lease equipment with the funds provided to and raised by LCCAT, including the funding provided pursuant to Section 7 below;
- (e) Conduct outreach and recruitment efforts and activities to increase membership and Access Users;
- (f) Conduct training programs in the skills necessary to produce quality Public Access programming. Training programs shall be both regularly scheduled and by appointment, as reasonably determined by LCCAT.
- (g) Provide technical assistance to Access Users, using LCCAT staff and volunteers;
- (h) Provide access to production and post-production equipment for Access Users;
- (i) Establish rules, procedures and guidelines (including written Access User agreements, which shall be required for all Access Users) for use of the Public Access Channel, facilities and equipment;
- (j) Effectuate and support the production and promotion of educational, cultural and informational programming; and encourage and develop local origination programming.
- (k) Be responsible for the maintenance and repair of all LCCAT facilities and equipment, regardless of where located.

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

(l) Upon timely request of the Select Board or the Town Administrator, provide, at no cost to the Town, on a "DVD" format (or other appropriate media format) a recorded copy of any Public Access program cablecast by LCCAT, to the extent available;

(m) Accomplish such other tasks relating to the operation, scheduling, management, training and/or programming of the Public Access Channel and/or the Public Access facilities and equipment as necessary and appropriate.

(n) Provide that, with respect to dues for members of the LCCAT, there is a provision for the waiver of dues for reasons of reasonably documented or evidenced hardship.

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

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

**SECTION 7. NON-COMMERCIAL PROGRAMMING**

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

(b) Nothing in the Agreement shall prohibit LCCAT from including an appropriate underwriting acknowledgment before or after a Public (but not Educational) Access program, to the extent otherwise not prohibited by applicable law and or the terms of a cable license.

(c) LCCAT may charge a reasonable fee for the following services:

(i) services customarily provided to access users by a PEG access corporation for a fee;

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

- (ii) services customarily provided to third parties for a fee, including tape dubbing (i.e. the provision of videotapes/DVDs or other electronics copies of particular access programs), to the extent not otherwise prohibited by applicable law, and except where LCCAT has agreed to provide such services to the Town or its designees without a fee as set forth in this Agreement, including in Section 5, above;
- (iii) Sponsorship fees; and
- (iv) Membership fee(s).

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

LCCAT shall provide Access equipment, and provide or otherwise provide for, limited training in support of said Access equipment, as reasonably determined by LCCAT, and subject to funds being available for this purpose after LCCAT has met its Public Access obligations under this Agreement, to the Nauset Regional Schools, for use at the Educational Access Studio/Facility at the Nauset Regional High School, or another facility. LCCAT shall also cablecast the Educational Access Channel, produced by the Nauset Regional Schools, on the Educational Access Channel, provided by the Licensee to the Town in the Cable License.

LCCAT shall provide the Nauset Regional Schools with limited technical assistance with regard to its Educational Access operations and programs, as reasonably determined by LCCAT, and subject to funds being available for this purpose after LCCAT has met its Public Access obligations under this Agreement. LCCAT shall not be required provide the Nauset Regional Schools with staffing or funding.

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

**SECTION 9. COPYRIGHT CLEARANCE**

LCCAT shall require Access Users to obtain all necessary talent and location releases; all rights to all material cablecast; clearances from broadcast stations, networks, sponsors, music licensing organizations' representatives; and without limitation of the foregoing, rights, releases, licenses, clearances or permissions from all other person(s) as may be necessary to transmit its or their program material over the Access Channel in a lawful manner. Access Users shall be required to represent that all such required clearances and rights have been obtained by completing an Access User production agreement form to be filed with LCCAT. Access Users shall further identify themselves as responsible for all opinions, statements and other representations made during their program. LCCAT will reference all communications from viewers directly to the named producer of that program.

**SECTION 10. FUNDING AND EQUIPMENT OF THE ACCESS CORPORATION**

- (a) For the term of this Agreement, and following the execution of its September 17, 2021 Renewal License, the Town shall provide LCCAT with the following funding:
- (i) The Town will pay LCCAT operating support funding consisting of forty-five percent (45%) of all quarterly access support payments the Town receives under section 6.4 (a) of the Renewal License. Under section 6.4 (a) of the Renewal License, the Town will receive quarterly payments consisting of five percent (5%) of Licensee's Gross Annual Revenues "GAR"), every May 15, August 15, November 15 and February 15, throughout the term of the Renewal License.
  - (ii) The Town will pay LCCAT capital support funding consisting of fifty percent (50%) of all annual capital support payments the Town receives under section 6.4 (b) of the Renewal License. Under section 6.4 (b), of the Renewal License, the

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

Town will receive annual capital support payments totaling twenty-seven thousand seven hundred twenty dollars (\$27,720) each year of the Renewal License, beginning forty-five days after execution, and each year thereafter on the anniversary of that date, throughout the term of the renewal license.

In the event that Comcast fails to make any anticipated payment to the Town in the amount called for under the terms of the Renewal License between the Town and Comcast, such that the Town is unable to make the corresponding payment(s) to LCCAT provided for in this Agreement, including without limitation as provided in this Section 10, then the Town shall be under no obligation to forward or otherwise pay any such related amount called for hereunder to LCCAT, until such time as the defaulted payment is tendered by Comcast.

(b) The Town shall make a good faith effort to provide LCCAT with Public Access operating funding provided by any future additional cable licensee in an equitable manner, consistent with and subject to the terms of the new cable license, with the percentage Access operating funding provided herein to LCCAT, or such other percentage as may in good faith be agreed upon between the parties. If necessary, the parties agree to make a good faith attempt to amend this Agreement within a reasonable time after the Town grants any new cable license, in order to effectuate and document the intent of this provision.

(c) The Town and LCCAT shall negotiate, in good faith, an equitable amount of Access Capital funding that shall be provided to LCCAT from the PEG Access capital funding provided by any future additional cable licensee. If necessary, the parties agree to make a good faith attempt to amend this Agreement within a reasonable time after the Town grants any new cable license, in order to effectuate and document the intent of this provision.

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(d) LCCAT shall be responsible for the maintenance and repair of all LCCAT facilities and equipment.

(e) If requested by the Town, LCCAT shall, within a reasonable time, not to exceed thirty (30) days provide an inventory (including models and serial numbers) of all equipment acquired and/or owned by LCCAT.

(f) To secure the obligations of LCCAT pursuant to this Agreement, including, but not limited to the obligations pursuant to Section 10(i) below, LCCAT hereby grants the Town a security interest in all equipment or property, real or personal, purchased with funding pursuant to this Agreement. LCCAT agrees to take all steps reasonably requested in writing by the Town to perfect and enforce the Town's security interest, including the execution and processing of financing statements and continuation statements under the Uniform Commercial Code. The Town agrees to subordinate its interest to finance the purchase of equipment or property if deemed reasonably necessary by the Town. The subordination shall only be with respect to the specific equipment or property that LCCAT finances. A determination by the Town not to invoke its rights to security interests shall not affect the obligation of LCCAT to return the subject equipment and funds to the Town (or its designee) pursuant to Section 10(i) below. To further secure its obligations as described above, LCCAT shall take such reasonable actions as requested by the Select Board or its designee with respect to any funds provided to LCCAT by the Town and which have not as of that time been expended by LCCAT, including, but not limited to, listing the Town as a beneficiary of any such account holding such funding.

(g) (i) Upon the dissolution of LCCAT, the termination of this Agreement, or the expiration of this Agreement without a renewal agreement, or the expiration of the cable renewal license(s) by the Town with a cable operator(s) without provision for the continued funding of Access thereafter, or any other event that would, in the opinion of the Select Board, put the funding, equipment or property, real

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or personal, provided to LCCAT pursuant to this Agreement or purchased by or for LCCAT from funds provided pursuant to this Agreement at risk, LCCAT shall, if requested at any time in writing by the Town, return to the Town, or at the Town's direction, to one or more charitable or educational institutions or organizations selected by the Select Board and created and organized for nonprofit purposes similar to those of LCCAT, and which qualify or qualifies as tax exempt pursuant to §501(c)(3) of the Internal Revenue Code or the corresponding section of any future federal tax code, all funding, equipment or property, real or personal, provided to LCCAT pursuant to this Agreement or purchased by or for LCCAT from funds provided pursuant to this Agreement, as well as all unexpended funds previously provided to LCCAT pursuant to this Agreement. At the option of the Town said equipment and/or funds shall, upon the occurrence of one of the above referenced contingencies, be provided by LCCAT to such organization(s) designated by the Town to manage public and educational access, which shall at that time qualify as a tax exempt organization(s) under Section 501(c)(3) of the Internal Revenue Code or the corresponding section of any future federal tax code.

**SECTION 11. USE AND FUNDING OF VIDEO RETURN SYSTEM**

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

**SECTION 12. ACCESS STUDIO**

(a) LCCAT shall oversee the moving and construction, or re-construction and the equipping operation of a new Access facility/ studio (hereinafter referred to as the "Access studio"), at a time and location to be determined, and consistent with and limited by the funds provided and available to LCCAT pursuant to this

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Access Agreement and other available funding. The relocated or re-constructed Access studio shall comply with all applicable laws and regulations.

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

(c) The Access studio shall be for the exclusive use of staff for production and training in the execution of the mission of LCCAT and for Access Users. The Access studio shall not be used for any other purpose or for the benefit of any persons other than: (i) Access Users; (ii) an LCCAT Town; or (iii) persons whose specific use of the studio benefits Public Access and LCCAT, and is reasonably limited in its nature and/or duration.

Included within Licensee's capital grant in sec. 6.4 (b) is a ten thousand seven hundred eighty dollar (\$10,780) grant comprising the Town's contribution to the costs of any future LCCAT studio relocation or reconstruction. This additional grant was added to the Town's total capital grant, spread out over the ten year Renewal License term, and is included within each annual capital grant tendered under section 6.4 (b).



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**SECTION 13. DESIGNATION OF HIGH DEFINITION CHANNEL FOR GOVERNMENT USE**

Under section 6.3 (d) of the Renewal License, the Town may request that Licensee purchase, install and operate high definition interface equipment for one (1) High Definition (“HD”) Access channel. At such time as the HD channel is activated, LCCAT will designate it for use by the Town’s Governmental Access channel, or such other access channel as the Select Board may in its discretion designate.

**SECTION 14. GOVERNANCE OF ACCESS CORPORATION**

The governance of LCCAT shall comply with the following requirements:

- (a) The Board of Directors shall have a minimum of eight (8) directors.
- (b) No less than one (1) Director shall be selected by the Board of Selectmen of the Town, unless the Board of Selectmen specifically and in writing decides not to appoint such member.
- (c) No less than two (2) members shall be elected by the membership of LCCAT.
- (d) A Director need not be a member of LCCAT prior to their appointment to the Board of Directors, but shall become a member of the LCCAT immediately after their appointment as a Director.
- (e) Directors selected by the Board of Directors may not serve more than five (5) consecutive terms, however nothing shall prohibit any such person from serving additional non-consecutive terms through appointment by the Board of Directors, and further nothing shall prohibit any such person from serving additional terms, whether consecutive or non-consecutive, as a result of election by the membership.
- (f) Vacancies in the membership of the Board of Directors shall be filled in the same manner as the selection of the respective member(s) vacating the Board.

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(g) No member of LCCAT's Board of Directors may be removed from office with less than an affirmative vote of three-fourths (3/4) of the full Board of Directors (all fractions rounded up to the next largest number), after reasonable notice and an opportunity to be heard. The reason(s) for removal shall be provided, in writing, to the removed Director.

(h) The Board of Directors shall hold a minimum of four (4) regular directors meetings each year.

(i) Meetings of the membership of LCCAT and its Board of Directors shall be open to the public except in those instances where the respective membership or Board, in good faith, deems closure of all or some of the meeting to be in the best interest of the Corporation. LCCAT is not a governmental or public body and is not subject to "Open Meeting Law").

(j) Notice of the regular meetings of the membership and the meetings of the Board of Directors shall be timely cablecast on the Public Access channel or its equivalent.

(k) No member of the Board of Directors or officer of LCCAT may participate or vote on any particular matter in which said Director, or their immediate family member, partner, a business organization in which they are serving as an officer, director, trustee, partner or employee, or any person or organization with whom they are negotiating or has an arrangement concerning prospective employment, has a financial interest. (LCCAT is not a governmental body and is not subject to the "State Ethics Law").

(l) Directors and officers shall receive no compensation for their services provided as Directors, however, that a Director may be reimbursed for reasonable and necessary expenses incurred as a Director by a vote of two-thirds (2/3rds) or more of the Board of Directors .

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(m) Neither the Board of Directors, nor any officer, shall take any action that would result in the denial or loss of tax-exempt status under the Section 501(c)(3) or any other applicable section of the United States tax code.

(n) The Board of Directors shall hire an executive director, reporting to the Board of Directors of LCCAT, who shall be responsible for the conduct of the day to day operations of LCCAT in a professional manner, consistent with the standard of care of the operation of well operated, non-profit, access corporations in similarly sized Massachusetts communities.

(o) All residents (whether full-time or seasonal) of the Town and all organizations and institutions which are located in the Town shall be eligible for membership in the Corporation upon completion of a written application on a form approved by the Board of Directors of LCCAT and upon reasonable compliance with reasonable conditions, consistent with the intent of the Agreement.

(p) No member of LCCAT may be removed from membership of LCCAT without a vote of ninety percent (90%) of the Board of Directors.

**SECTION 15. QUARTERLY WRITTEN REPORT (FIRST YEAR ONLY)**

For one (1) year following the execution of this Agreement, LCCAT shall provide a reasonably detailed quarterly report to the Board of Selectmen and/or its designee, regarding accomplishments since the last report, status, plans and progress with respect to the provision and/or support of Public and Educational Access pursuant to this Agreement.

**SECTION 16. ANNUAL REPORT**

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

- (a) A summary of programming and services provided;

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

**SECTION 17. UPDATE MEETING BETWEEN TOWN AND LCCAT**

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

(b) The Board of Selectmen and/or its designee shall have the right to question LCCAT regarding any aspect of its performance under this Agreement. LCCAT shall fully cooperate with the Board of Selectmen or its designee, and shall produce, at LCCAT's cost, such documents or other materials relevant to such review and evaluation as are reasonably requested by the Town.

(c) LCCAT shall provide notice of all such performance evaluation hearings by periodic messages on the Public Access channel.

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

**SECTION 18. PERFORMANCE REVIEW BY THIRD PARTY**

No more than twice during the term of this Agreement, LCCAT shall, if requested by an LCCAT Town (including, but not limited to the Town of Orleans, through its Board of Selectmen), be required to engage or retain a person or entity that is knowledgeable and experienced in PEG Access operations in

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the Commonwealth of Massachusetts to conduct a performance review of LCCAT's operations, the cost to be borne by LCCAT. Upon completion, LCCAT shall submit a copy of a written performance review to the Board of Selectmen.

**SECTION 19. RECORDS AND AUDIT.**

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

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

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(b) Upon request of the Board of Selectmen or its designee, LCCAT shall, at a reasonable time(s) during normal business hours, make available any or all of its records with respect to all matters covered by this Agreement.

(c) The Town shall, at its cost, have the right to have the financial books and records of LCCAT reviewed by a qualified individual or firm. Nothing herein shall be deemed to diminish the responsibility of LCCAT, if any, under applicable law or regulation, with respect to any financial record keeping or financial statement and/or audit requirements. Copies of any such financial records, statements or audits shall be provided to the Town upon request of the Board of Selectmen or its designee.

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

**SECTION 20. INDEPENDENT CONTRACTOR**

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

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**SECTION 21. ASSIGNMENT AND TRANSFER**

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

**SECTION 22. FUNDING FROM OTHER SOURCES**

Nothing in this Agreement shall prohibit LCCAT from obtaining funding from other sources in a lawful manner, including, but not limited to, fundraising activities and sponsorships.

**SECTION 23. INDEMNIFICATION OF TOWN BY LCCAT**

LCCAT shall indemnify, defend, and hold harmless the Town, its officials, employees, volunteers and agents from and against any and all suits, actions, causes of action, losses, damages, or liabilities of any kind, nature or description, including, payment of all attorneys' fees and litigation costs and expenses, brought by any person or persons for or on account of any claim, loss, damage or injury to person, property or any other interest, tangible or intangible, or death sustained by or accruing to any person or persons, however the same may be caused, directly or indirectly or arising or resulting from any alleged act(s) or omission(s) of LCCAT, its officers, employees, volunteers, agents or subcontractors from or with respect to the performance of or pursuant to this Agreement or arising from or in connection with the failure to comply with any applicable laws, rules, regulations or other requirements or orders of local, state or federal authorities, for claims of libel, slander, invasion of privacy, or infringement of common law or statutory copyright, or for breach of contract or other injury or damage in law or at equity which claims, directly or indirectly, result from LCCAT's use of channels, funds, equipment, facilities or staff granted under or obtained pursuant to the funding from this Agreement. This indemnification requirement shall survive the termination or expiration of this Agreement.

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**SECTION 24. INSURANCE**

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

(a) *Commercial General Liability Insurance* - Commercial general liability insurance policy, including protective liability, completed operations and broad form contractual liability, property damage and personal injury coverage, with a minimum coverage limit of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate. The Town reserves the right to require an increase in these minimum coverage amounts to a total of Two Million Dollars (\$2,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate if circumstances and/or risks warrant. Similarly, the Town reserves the right to decrease these minimum coverage amounts, if in its sole discretion, if such decrease is in the interest of the Town, under the totality of circumstances.

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

(c) *Business Personal Property Insurance* - Business personal property insurance for facilities and equipment in the amount of replacement cost.

(d) *Workers' Compensation* - Workers Compensation in the minimum amount of the statutory limit if and when LCCAT has an employee.

(e) *Cablecaster's Errors and Omission Insurance* - The Access Corporation shall obtain errors and omission insurance to cover the content of productions which are cablecast on an Access



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Channel to include, at minimum, the following areas: libel and slander; copyright or trademark infringement; infliction of emotional distress, invasion of privacy; plagiarism; misuse of musical or literary materials. This policy shall not be required to cover individual Access producers. The minimum amount of said insurance shall be One Million Dollars (\$1,000,000), unless otherwise agreed to in writing by the Town.

- (f) The following conditions shall apply to the all of the insurance policies referenced above:
  - (i) The Town shall be named as an additional insured on all aforementioned insurance coverages to the extent allowed by law, other than the workers' compensation policy. The policies shall provide that no cancellation, material change in coverage or expiration may be affected by the insurance company or LCCAT without first giving the Town thirty (30) days written notice prior to the effective date of such cancellation or change in coverage;
  - (ii) All liability insurance shall be written on an "occurrence basis".
  - (iii) Such insurance shall be primary with respect to any insurance or self-insurance maintained by the Town and shall not call on the Town's insurance for contributions;
  - (iv) Such insurance shall be obtained from producers authorized to transact insurance business in the Commonwealth of Massachusetts and, unless otherwise agreed to in writing by the Town, shall be provided by an insurance carrier(s) licensed to do business for the coverage provided in the Commonwealth of Massachusetts by the Massachusetts Division of Insurance;
  - (v) The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those required herein and follow the same form;

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

**SECTION 25. COMPLIANCE WITH LAWS AND REGULATIONS**

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

**SECTION 26. TERMINATION OF AGREEMENT - TRANSFER OF ASSETS**

- (a) The Town, through its Select Board, shall have the right upon thirty (30) days written notice to LCCAT to terminate this Agreement for:
- (i) Malfeasance, misfeasance, misappropriation or waste of funds provided pursuant to this Agreement;
  - (ii) Loss of (or failure to obtain in a reasonable time) 501(c)(3) status by LCCAT;

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- (iii) LCCAT filing a petition of bankruptcy, or for receivership or reorganization, or has filed any other petition under the bankruptcy law, or has taken or committed an act preparatory to the filing of any such petition, or has become insolvent or has committed any other act of bankruptcy or insolvency, or has a substantial portion of its assets assessed or otherwise encumbered for the benefit of creditors;
- (iv) The loss of a substantial portion of PEG Access funding as a result of a change in the financial terms of a cable license, a change in the status of a cable service provider or a change in law; or
- (v) For any material breach of a material provision of this Agreement by LCCAT, as further described in this Section 25 below.

(b) LCCAT may avoid termination by curing any such breach within thirty (30) days of written notification or such longer time as the Select Board determines. Upon a third (3rd) material breach by LCCAT over the course of a twenty-four (24) month period, the Town may terminate the Agreement upon written notice provided without any cure period as long as said notice is provided within ninety (90) days after the material breach (each day a material breach continues shall be deemed to be an actionable day for purposes of this requirement to terminate within said 90-day period).

(c) LCCAT shall have the right upon sixty (60) days written notice to the Town to terminate this Agreement for material breach of any material provision of this Agreement by the Town. The Town may avoid termination by curing any such breach within said sixty (60) day period.

(d) All written notices of termination shall include a reasonably detailed description of the alleged breach.

(e) See Section 23(f)(viii) for suspension or termination as a result of LCCAT's failure to maintain the required insurance.

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(f) See Section 10(h) and (i) above regarding security interests, return of funds, return of equipment, real property, fixtures, contracts, leases, deposit accounts or other assets received by or purchased by LCCAT with funds received pursuant to this Agreement.

**SECTION 27. MISCELLANEOUS PROVISIONS**

Section 27.1 Entire Agreement/Amendment

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

Section 27.2 Cooperation

Each party agrees to cooperate with the other party to carry out the provisions of this Agreement. Failure to cooperate to carry out the terms of the Agreement will be considered to be a material breach.

Section 27.3 Captions

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

Section 27.4 Liability of Town Officials and Employees

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

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Section 27.5 Warranties

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

(a) LCCAT is duly organized, is validly existing, is in good standing as a non-profit corporation under the laws of the Commonwealth of Massachusetts and is actively seeking approval from the Internal Revenue Service as a 501(c)(3) charitable corporation.

(b) LCCAT has the requisite power and authority under applicable law and its articles of incorporation and by-laws, is authorized by resolutions of its Board of Directors or, and has secured all consents which are required to be obtained as of the date of execution of this Access Agreement to enter into and legally bind LCCAT to this Agreement and to take all actions necessary to perform all of its obligations pursuant to this Agreement;

(c) This Access Agreement is enforceable against LCCAT in accordance with the provisions herein; and

(d) There is no action or proceedings pending or threatened against LCCAT which would interfere with its performance of this Access Agreement.

Section 27.6 Force Majeure

If by reason of Force Majeure either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability, provided the party takes immediate and diligent steps to comply as soon as possible under the circumstance with this Agreement without endangering the health or safety of persons or property. The term "Force Majeure" as used herein shall include, but not be limited to, the following: acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the

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State or any of their departments, agencies, political subdivision, or officials, or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, volcanic activity, storms, floods, washouts, civil disturbances, explosions, strikes, and unavailability of essential equipment, service or materials, the unavailability of affordable insurance coverage, or other matters beyond the reasonable control of the party. In the event that any such delay in performance or failure to perform affects only part of the party's capacity to perform, the party shall perform to the maximum extent it is able to do so in as expeditious a manner as possible. The party subject to Force Majeure shall upon learning of the Force Majeure occurrence covered by this Section which affects its performance under this Agreement, promptly notify the other party in writing of the claimed occurrence.

Section 27.7 Non-Waiver

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

Section 27.8 Severability

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

(b) In the event that a material section, sentence, paragraph, term or provision of this Agreement is determined to be illegal, invalid, unenforceable or unconstitutional or is otherwise void, by any court

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

Section 27.9 Applicable Law

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

Section 27.10 Jurisdiction and Venue

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

Section 27.11 Notice

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

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<p>TOWN OF TRURO</p> <p>Chair Truro Select Board Truro Town Hall 24 Town Hall Road P.O. Box 2030 Truro, Massachusetts 02666</p>	<p>LOWER CAPE COMMUNITY ACCESS TELEVISION, INC.</p> <p>George P. Walsh, President Lower Cape Community Access Television, Inc. P.O. Box 2061 Wellfleet, Massachusetts 02667</p>
<p>with a copy to: the Town Manager at the same address</p>	<p>with a copy to Bruce A. Bierhans, Esq. Law Offices of Bruce A. Bierhans, LLC 868 Washington Street Easton, Massachusetts 02375</p>

IN WITNESS WHEREOF, the parties have executed this Agreement as a sealed instrument

this \_\_\_\_ day of \_\_\_\_\_ 2021.

TOWN OF TRURO

LOWER CAPE COMMUNITY  
ACCESS TELEVISION, INC.

\_\_\_\_\_

\_\_\_\_\_

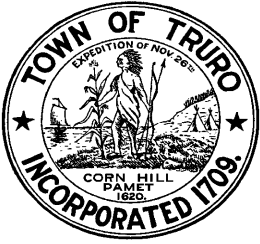
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Consent Agenda Item: 7B

# TOWN OF TRURO

## Select Board Agenda Item

**DEPARTMENT:** Collector/Treasurer

**REQUESTOR:** Town Manager, Darrin Tangeman

**REQUESTED MEETING DATE:** August 24, 2021

**ITEM:** Request to approve the Official's Bond for Catherine Molly Stevens, Interim Treasurer, in the amount of \$200,000

**EXPLANATION:** M.G.L. Chapter 41, Section 46 requires that "The Treasurer shall furnish a bond satisfactory to them for the faithful performance of his duties."

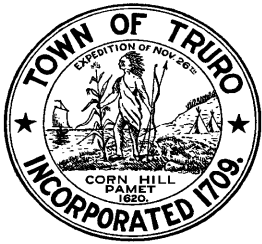
As the recruitment process for the Finance Director: Treasurer/ Collector of Taxes continues, an Interim Treasurer will need to be appointed and bonded. An application was made for the required bond upon appointment as Interim Treasurer. The bond documents include the requirement that the governing board (the Select Board) approve the bond amount for the bonded individual. Such approval must be attested to in the documents returned to the insurer through our agent, Benson, Young and Downs Insurance Agency, Inc. as soon as possible.

**FINANCIAL SOURCE (IF APPLICABLE):** FY2022 Operating Budget

**IMPACT IF NOT APPROVED:** If not approved, the official will be out of compliance with M.G.L. Chapter 41, Section 46 and the Town will fail to protect its financial interest in the activities of the Treasurer's Office.

**SUGGESTED ACTION:** *Motion to approve the Official's Bond for Catherine (Molly) Stevens, Interim Treasurer in the amount of \$200,000.*

**ATTACHMENTS:** None



# TOWN OF TRURO

## Select Board Agenda Item

**DEPARTMENT:** Administration

**REQUESTOR:** Noelle Scoullar, Executive Assistant

**REQUESTED MEETING DATE:** August 24, 2021

**ITEM:** Applications to Serve-Daniel Traub for Deputy Shellfish Constable; Patricia Wheeler for Human Services Committee; John Bloom for Deputy Shellfish Constable; Garrett Sharpless for Deputy Shellfish Constable

**EXPLANATION:** Daniel Traub has submitted his application to serve as the Harbor's Deputy Shellfish Constable. Patricia Wheeler has submitted her application to serve another term on the Human Services Committee. John Bloom has submitted his application to serve as the Harbor's Deputy Shellfish Constable. Garrett Sharpless has submitted his application to serve as the Harbor's Deputy Shellfish Constable. Mark Wisotzky has submitted his application to serve as the Harbor's Deputy Shellfish Constable.

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

**IMPACT IF NOT APPROVED:** None of the applicants will be able to serve in the capacity for which they applied for.

**SUGGESTED ACTION:** *Motion to appoint Daniel Traub as Deputy Shellfish Constable for a term of 3 years, expiring June 30, 2024.*

*Motion to appoint Patricia Wheeler to a three-year term on the Human Services Committee expiring June 30, 2024.*

*Motion to appoint John Bloom as Deputy Shellfish Constable for a term of 3 years, expiring June 30, 2024.*

*Motion to appoint Garrett Sharpless as Deputy Shellfish Constable for a term of 3 years, expiring June 30, 2024.*

*Motion to appoint Mark Wisotzky as Deputy Shellfish Constable for a term of 3 years, expiring June 30, 2024.*

**ATTACHMENTS:**

1. Daniel Traub's application and Constable's approval
2. Patricia Wheeler's application and Chair's approval
3. John Bloom's application and Constable's approval
4. Garrett Sharpless' application and Constable's approval
5. Mark Wisotzky's application and Constable's approval

**Truro**

*Application to Serve on a Board or Committee*

**Last Name**

*TRAUB*

**First Name**

*DAN*

**Middle Initial**

*J*

**Email Address**

[REDACTED]

**Phone Number**

[REDACTED]

**Address (Street)**

*40 VESPER LANE*

**Address (City)**

*EASTHAM*

**Address (State)**

*MA*

**Address (Zip Code)**

*02642*

**Mailing Address (Please indicate box number and zip code)**

*PO BOX 48 NORTH EASTHAM MA 02651*

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

RCVD 2021AUG09 AM 09:29  
ADMINISTRATIVE OFFICE  
TOWN OF TRURO

**Are you a full-time resident of Truro?**

Yes

No

**Are you registered to vote in Truro?**

Yes

No

**What Board/ Committee Are You Applying For?**

*MASSACHUSETTS DEPUTY SHELLFISH WARDEN FOR THE TOWN OF TRURO*

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

*I HAVE AN INTEREST IN SHELLFISH PRESERVATION AND OPERATION.*

**Have you attended a meeting of the committee listed above?**

Yes

No

**Have you read the charge of the committee?**

Yes

No

**Have you met with the chair of the committee?**

Yes

No

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

*NO*

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

HAVE WORKED AT THRE HARBOR FOR 3 YEARS

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

ASSISTING TONY WITH SOME SHELLFISH OPERATIONS THAT PERTAIN TO THE HARBOR

**Signature**

**DANIEL J TRAUB**

**Date**

**Jul 29, 2021**

## Noelle Scoullar

---

**From:** Tony Jackett  
**Sent:** Wednesday, August 18, 2021 1:05 PM  
**To:** Noelle Scoullar  
**Subject:** RE: Application to Serve-Dan Traub-Deputy Shellfish Constable

Dan has worked as an Assistant Harbormaster for the last 3 years and has become familiar with our Shellfish Activities and regulations and has had training in the field and will be a valuable asset as Deputy Shellfish Constable. It is my recommendation that Dan Traub be appointed to a 3 year term as Deputy Shellfish Constable.

Tony Jackett  
Harbormaster/Shellfish Constable

Sent via the Samsung Galaxy S21 5G, an AT&T 5G smartphone

----- Original message -----

**From:** Noelle Scoullar <nscoullar@truro-ma.gov>  
**Date:** 8/10/21 10:07 AM (GMT-05:00)  
**To:** Tony Jackett <TJackett@truro-ma.gov>  
**Subject:** FW: Application to Serve-Dan Traub-Deputy Shellfish Constable

Hi Tony,  
When you can, please send us your comments for the Select Board.

Thanks!  
Noelle

**From:** Noelle Scoullar  
**Sent:** Monday, August 9, 2021 9:44 AM  
**To:** Tony Jackett <TJackett@truro-ma.gov>  
**Cc:** Nicole Tudor <ntudor@truro-ma.gov>; Kaci Fullerton <kfullerton@truro-ma.gov>  
**Subject:** Application to Serve-Dan Traub-Deputy Shellfish Constable

Good Morning Tony,

Daniel Traub has submitted an application to serve as the Deputy Shellfish Constable.  
Please send your comments/approval via email so we can include for the Select Board packet of August 24.

Thank you!  
Noelle

**From:** [scans@smtp.truro-ma.gov](mailto:scans@smtp.truro-ma.gov) <[scans@smtp.truro-ma.gov](mailto:scans@smtp.truro-ma.gov)>  
**Sent:** Monday, August 9, 2021 9:20 AM  
**To:** Noelle Scoullar <[nscoullar@truro-ma.gov](mailto:nscoullar@truro-ma.gov)>  
**Subject:** Message from Mail Room KM\_C458

Truro

Application to Serve on a Board or Committee

RECEIVED 02/26/2021 04:00  
ADMINISTRATIVE OFFICE  
TOWN OF TRURO

Last Name *Wheeler*

First Name *Patricia*

Middle Initial *A.*

Email Address [REDACTED]

Phone Number [REDACTED]

Address (Street) *22 quailridge Rd.*

Address (City) *N. TRURO*

Address (State) *MA*

Address (Zip Code) *02652*

Mailing Address (Please indicate box number and zip code)

*P.O. Box 289, TRURO, 02666*

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



Are you a full-time resident of Truro?

Yes

No

Are you registered to vote in Truro?

Yes

No

What Board/ Committee Are You Applying For?

*Human Services*

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

*Am serving now & for years already*

Have you attended a meeting of the committee listed above?

Yes

No

Have you read the charge of the committee?

Yes

No

Have you met with the chair of the committee?

Yes

No

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

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

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

Signature *Patricia A Wheeler*

Date *6/18/2021*

**From:** [Martin Thomas](#)  
**To:** [Nicole Tudor](#)  
**Subject:** RE: Application to Serve-Renewal of Appointment  
**Date:** Monday, August 9, 2021 3:43:20 PM  
**Attachments:** [891E01AAEB3B4CE3908F2343BDB398D8.png](#)  
[image002.png](#)  
[image003.png](#)

---

Pat Wheeler is my right hand woman on the committee. As Secretary, she is outstanding. Having served for long before myself, she is a great source of the history of the Human Services Committee. I'm am very pleased that she is willing to serve a another term and I highly recommend her reappointment.

Sincerely,  
Marty Thomas

---

**From:** [Nicole Tudor](#)  
**Sent:** Friday, August 6, 2021 [REDACTED]  
[REDACTED]  
**Cc:** [Noelle Scoullar](#)  
**Subject:** Application to Serve-Renewal of Appointment

Hi Martin,

I don't think you responded to Pat's request for reappointment on HSC.

When you have a moment kindly respond to this email on the reappointment of Patricia Wheeler to the Human Services Committee.

Thank you kindly, Nicole

*Nicole Tudor*

Executive Assistant

Administration and Select Board Office

Truro Town Hall | PO Box 2030 | 24 Town Hall Road | Truro, MA 02666

Direct Line: (508) 214-0925 | Extension: (508)349-7004 Ext 110 | Fax: (508)349-5505

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



This communication may contain privileged or other confidential information. If you are not the intended recipient, or believe that you have received this communication in error, please do not

Truro

*Application to Serve on a Board or Committee*

Last Name *Bloom*

First Name *John*

Middle Initial *H.*

Email Address



Phone Number



Address (Street) *10 Daniel Lane*

Address (City) *North Truro, MA*

Address (State) *MA*

Address (Zip Code) *02652-0392*

Mailing Address (Please indicate box number and zip code)

*P.O. Box 392, 02652*

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

RCVD 2021AUG16 4:28:00  
ADMINISTRATIVE OFFICE  
TOWN OF TRURO

Are you a full-time resident of Truro?

Yes

No

Are you registered to vote in Truro?

Yes

No

What Board/ Committee Are You Applying For?

*Shellfish Warden*

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

*Presently employed at Parnet Harbor  
w/ 11 years experience as Assistant  
Harbormaster.*

Have you attended a meeting of the committee listed above?

Yes

No

Have you read the charge of the committee?

Yes

No

Have you met with the chair of the committee?

Yes

No

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

*Recycling Committee*

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

*Several years experience serving on  
the board of the Great Provincetown Schooner Regatta  
and other sailing events. Over 25 years volunteering  
on various Mass. Cruiser boards and events.*

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

Assistant Harbormaster for 11 years  
in Truro w/ successful completion of  
Various Coast Guard Workshops.

Signature

John H Bloom

Date

8-10-2021

## Noelle Scoullar

---

**From:** Tony Jackett  
**Sent:** Wednesday, August 18, 2021 12:15 PM  
**To:** Noelle Scoullar  
**Subject:** RE: John Bloom-Deputy Shellfish Warden

I approve John Bloom's application and his reappointment as Deputy Shellfish Warden.

Tony Jackett  
Harbormaster/Shellfish Warden

Sent via the Samsung Galaxy S21 5G, an AT&T 5G smartphone

----- Original message -----

**From:** Noelle Scoullar <nscoullar@truro-ma.gov>  
**Date:** 8/17/21 2:13 PM (GMT-05:00)  
**To:** Tony Jackett <TJackett@truro-ma.gov>  
**Cc:** Nicole Tudor <ntudor@truro-ma.gov>, Kaci Fullerton <kfullerton@truro-ma.gov>  
**Subject:** John Bloom-Deputy Shellfish Warden

Hi Tony,

Thanks for dropping off John Bloom's application to serve again as a Deputy Shellfish Warden.

As I did with Dan's application, would you please respond to this email with your comments and approval. I have added him to the Consent Agenda for the Select Board for August 24, 2021.

Thank you!  
Noelle

**Truro**

*Application to Serve on a Board or Committee*

**Last Name : Sharpless**

**First Name: Garrett**

**Middle Initial: C**

**Address (Street): 2 Bay View Path**

**Address (City): North Truro**

**Address (State): Ma**

**Address (Zip Code): 02652**

**Mailing Address (Please indicate box number and zip code): 58 Commercial Wharf, Boston, Ma. 02110**

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

**Are you a full-time resident of Truro?**

No

**Are you registered to vote in Truro?**



[ ]

No

**What Board/ Committee Are You Applying For? Deputy Shellfish Constable**

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

I would like to continue to serve as Deputy Shellfish Warden in working with the Shellfish Constable as I have for several years.

**Have you attended a meeting of the committee listed above?**

Yes

**Have you read the charge of the committee?**

Yes

**Have you met with the chair of the committee?**

Yes

**Are there other Boards/ Committees in which you are interested? Note: To be appointed to a regulatory board or committee, you must be a full-time resident and registered voter in Truro. Please list the Boards/ Committees names: I am currently Vice-Chair of the Shellfish Advisory Committee**

**Briefly list your experience working on a committee or team. This can be professional, town, volunteer, charity, etc.: Assistant Harbormaster since 2016, Shellfish Advisory Committee since about 2017, Deputy Shellfish Constable since about 2018. Also serve on the Pamet Harbor Club Board of Directors since 2017 (former Vice-Commodore 2017-2021, Serve on Private Company Board of Directors since 2012 (Boston Materials and Concordia Fibers)**

**Briefly list any other relevant experience such as professional work, training, education, etc. A resume is NOT required. If you choose to attach a resume, it will become a public document. Attend selective Truro Board of Health Mtgs, Zoning Board mtgs, Conservation Board Mtgs, Affordable Housing Mtgs and a regular at Pamet Harbor Commission Mtgs. Heavily involved in what going on in Truro.**

**Signature**



**Date 8-17-21**

## Noelle Scoullar

---

**From:** Tony Jackett  
**Sent:** Wednesday, August 18, 2021 12:12 PM  
**To:** Noelle Scoullar  
**Subject:** RE: Reappointment as Deputy Shellfish Constable

I approve Gary's application and his reappointment as Deputy Shellfish Warden.

Tony Jackett  
Harbormaster/Shellfish Constable

Sent via the Samsung Galaxy S21 5G, an AT&T 5G smartphone

----- Original message -----

**From:** Noelle Scoullar <nscoullar@truro-ma.gov>  
**Date:** 8/18/21 7:56 AM (GMT-05:00)  
**To:** Tony Jackett <TJackett@truro-ma.gov>  
**Cc:** Nicole Tudor <ntudor@truro-ma.gov>, Kaci Fullerton <kfullerton@truro-ma.gov>  
**Subject:** FW: Reappointment as Deputy Shellfish Constable

Hi Tony,

Here is Gary's application. Please reply to this email with your comments and approval.

Thank you!  
Noelle

**From:** Gary Sharpless [REDACTED]  
**Sent:** Tuesday, August 17, 2021 8:44 PM  
**To:** Noelle Scoullar <nscoullar@truro-ma.gov>  
**Cc:** Tony Jackett <TJackett@truro-ma.gov>; [REDACTED] Mark Wisotzky <[REDACTED]>  
**Subject:** Fwd: Reappointment as Deputy Shellfish Constable

Noelle,

Here is my filled out form and signed for my reappointment as Deputy Shellfish Constable.

Please confirm receipt.

Thanks

Gary

Truro

*Application to Serve on a Board or Committee*

**Last Name**

**Wisotzky**

**First Name**

**Mark**

**Middle Initial**

**Email Address**

[REDACTED]

**Phone Number**

[REDACTED]

**Address (Street)**

**21 Toms Hill Rd.**

**Address (City)**

**Truro**

**Address (State)**

**MA**

**Address (Zip Code)**

**02666**

**Mailing Address (Please indicate box number and zip code)**

**PO Box 1091  
Truro, MA 02666**

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

**Are you a full-time resident of Truro?**

Yes

No

**Are you registered to vote in Truro?**

Yes

No

**What Board/ Committee Are You Applying For?**

**Deputy Shellfish Constable**

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

**I wish to continue to serve in this position**

**Have you attended a meeting of the committee listed above?**

Yes

No

**Have you read the charge of the committee?**

Yes

No

**Have you met with the chair of the committee?**

Yes

No

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

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

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

Signature

A handwritten signature in black ink, appearing to read "Mark [unclear]".

Date

8-18-2021

## Noelle Scoullar

---

**From:** Tony Jackett  
**Sent:** Wednesday, August 18, 2021 11:50 AM  
**To:** Noelle Scoullar  
**Subject:** RE: Application to Serve - Mark Wisotzky - Deputy Shellfish Constable

Mark has been a valuable member to our Shellfish Advisory Committee and also as a Deputy Shellfish Warden. I recommend his reappointment as Deputy Shellfish Warden.

Tony Jackett  
Harbormaster/Shellfish Constable

Sent via the Samsung Galaxy S21 5G, an AT&T 5G smartphone

----- Original message -----

**From:** Noelle Scoullar <nscoullar@truro-ma.gov>  
**Date:** 8/18/21 10:01 AM (GMT-05:00)  
**To:** Tony Jackett <TJackett@truro-ma.gov>  
**Cc:** Nicole Tudor <ntudor@truro-ma.gov>, Kaci Fullerton <kfullerton@truro-ma.gov>  
**Subject:** FW: Application to Serve - Mark Wisotzky - Deputy Shellfish Constable

Hi Tony,

Here is Mark's application. Please comment/approve via this email for the Select Board.

Thank you!  
Noelle

-----Original Message-----

**From:** Mark Wisotzky <markwisotzky@gmail.com>  
**Sent:** Wednesday, August 18, 2021 8:12 AM  
**To:** Noelle Scoullar <nscoullar@truro-ma.gov>  
**Subject:** Application to Serve - Mark Wisotzky - Deputy Shellfish Constable

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