



Truro Select Board

Tuesday, September 14, 2021

Executive Session-3:30 pm

Executive Session with the Truro Board of Health 4:00 pm

Regular Meeting-5:00pm

EXECUTIVE SESSION

<https://global.gotomeeting.com/join/376392317>

1 877 309 2073, Access Code: 376-392-317

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 in accordance with the provisions of Massachusetts General Law, Chapter 30A, §21 (a) 1 to discuss the reputation, character, rather than professional competence, of an individual, or to discuss the discipline or dismissal of, or complaints or charges brought against, a public officer, employee, staff member or individual; and not to reconvene in open session.

JOINT EXECUTIVE SESSION WITH THE TRURO BOARD OF HEALTH

<https://global.gotomeeting.com/join/376392317>

1 877 309 2073, Access Code: 376-392-317

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

<https://global.gotomeeting.com/join/732231197>

1 877 309 2073, Access Code: 732-231-197

This will be a remote meeting. Citizens can view the meeting on Channel 18 in Truro and on the web on the "Truro TV Channel 18" button under "Helpful Links" on the homepage of the Town of Truro website. Click on the green "Watch" button in the upper right of the page. **To provide comment during the meeting please call in toll free at 1 877 309 2073 and enter the following access code when prompted: 732-231-197 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/732231197>. 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 NONE

3. BOARD/COMMITTEE/COMMISSION APPOINTMENTS

- A. Interview and Appoint: John Dundas-Truro Representative to Provincetown's Water and Sewer Board
- B. Interview and Appoint: Mary Ellen Kimball-Beach Advisory Committee

4. STAFF/ COMMITTEE UPDATES

- A. Board/Committee Report: Energy Committee

5. TABLED ITEMS NONE

6. SELECT BOARD ACTION

- A. Discussion of Shellfish Advisory Committee and Pamet Harbor Commission Charges and Identify Next Steps in Charge Review Process
Presenter: Darrin Tangeman, Town Manager
- B. Discussion on Revision to Policy 54: Standards of Professional Conduct
Presenter: Darrin Tangeman, Town Manager

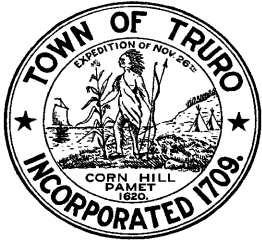
7. CONSENT AGENDA

- A. Review/Approve and Authorize Signature:
 - 1. Single Precinct Authorization Form and Vote of Adoption
 - 2. LCCAT Agreement
 - 3. Event Notification Form for SOS Cape Cod Triathlon
- B. Review and Approve Appointment Renewals: Ann Courtney-Concert Committee
- C. Review and Approve Select Board Minutes: March 23, 2021; September 9, 2021

8. Select Board Reports/Comments

9. Town Manager Report

10. Next Meeting Agenda: Work Session- September 23, 2021; Regular Meeting- September 28, 2021



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Noelle Scoullar, Executive Assistant

REQUESTED MEETING DATE: September 14, 2021

ITEM: Application to Serve

EXPLANATION: Applicant has applied to serve as Truro's Representative to Provincetown's Water and Sewer Board.

The Provincetown Water & Sewer Board is a regulatory board consisting of seven (7) members and (1) alternate member; four (4) regular members from the Town of Provincetown, three (3) regular members from the Town of Truro, and one (1) alternate member from the Town of Provincetown. Members of the Water & Sewer Board are appointed by their respective Town Select Board.

The Water & Sewer Board is responsible for governing both the Provincetown Water System Regulations and the Provincetown Sewer System Regulations; for establishing and modifying rates and fees associated with the water system and sewer system; and for evaluating current and future demand impacts on both the water and sewer systems and adapting master planning as necessary.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: Applicant will not be able to participate on the Provincetown Water and Sewer Board as a voting member.

SUGGESTED ACTION: *Motion to Appoint John Dundas as Truro's Representative on the Provincetown Water and Sewer Board for a three-year term expiring June 30, 2024.*

ATTACHMENTS:

1. Application to Serve

Truro

Application to Serve on a Board or Committee

Last Name

John

First Name

Dundas

Middle Initial

R

Email Address

[REDACTED]

Phone Number

[REDACTED]

Address (Street)

4 Bridge Road

Address (City)

Truro

Address (State)

MA

Address (Zip Code)

02666

Mailing Address (Please indicate box number and zip code)

PO Box 649

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 2021SEP7 04:10:23
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?

Provincetown Water and Sewer Board

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

Full cycle use of our water supply in support of Provincetown and Truro.

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.

Select. ZBA. Veterans. VFW

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.

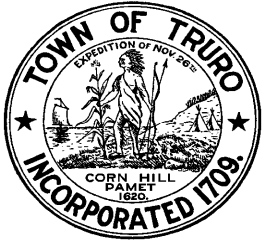
Design, development, infrastructure, network, facility, logistics, operational planning, execution of plans

Signature

John R Dundas

Date

Sep 03, 2021



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Nicole Tudor, Executive Assistant

REQUESTED MEETING DATE: September 14, 2021

ITEM: Application to Serve- Beach Advisory Committee

EXPLANATION: Mary Ellen Kimball has submitted an application to serve on the Beach Advisory Committee. The current vacancy is for a three-year term.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: The vacancy would remain on the Committee.

SUGGESTED ACTION: *Motion to appoint Mary Ellen Kimball to the Beach Advisory Committee for a three-year term expiring June 30, 2024.*

ATTACHMENTS:

1. Application to Serve, Chair endorsement

Truro

Application to Serve on a Board or Committee

RDVD 202140526 om1224
ADMINISTRATIVE OFFICE
TOWN OF TRURO

Last Name
Kimball

First Name
May Ellen

Middle Initial
-

Email Address
[Redacted]

Phone Number
[Redacted]

Address (Street)
37 Great Hollow Rd

Address (City)
Truro.

Address (State)
MA

Address (Zip Code)
02666

Mailing Address (Please indicate box number and zip code)
P.O. Box 433
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

Yes
 No

What Board/ Committee Are You Applying For?

Beach Advisory Committee

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

The Truro beaches are one of the most important assets of the town.

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

Have met with Ann Courtney
a committee member

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.

Worked with the Great Hollow Beach Ext
committee.

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.

Majoring in Marine and Coastal Ecology
volunteer and work with Center
for Coastal Studies

Signature

Mary Ellen Keenan

Date

8/20e/21

Nicole Tudor

From: Eliza Harned [REDACTED]
Sent: Wednesday, September 1, 2021 8:14 AM
To: Nicole Tudor; Eliza Harned
Cc: Kaci Fullerton; Noelle Scoullar
Subject: RE: Application to Serve- Beach Advisory Committee Membership

Mary Ellen Kimball sounds like she would be a great addition to the Beach Committee.
Thanks
Eliza

From: Nicole Tudor [mailto:ntudor@truro-ma.gov]
Sent: Friday, August 27, 2021 2:21 PM
To: Eliza Harned ([REDACTED]); Eliza Harned [REDACTED]
Cc: Kaci Fullerton <kfullerton@truro-ma.gov>; Noelle Scoullar <nscoullar@truro-ma.gov>
Subject: Application to Serve- Beach Advisory Committee Membership

Hi Eliza,

Please find attached for your review as Chair of the Beach Advisory Committee an application to serve from Mary Ellen Kimball.

Thank you,

Nicole

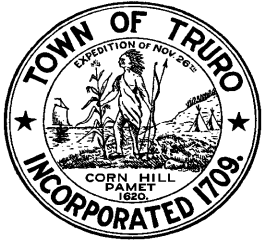
Nicole Tudor

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



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TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Kristen Reed Vice-Chair and Susan Areson Clerk

REQUESTED MEETING DATE: August 10, 2021

ITEM: Committee Updates-Energy Committee

EXPLANATION: The Energy Committee Chair, Brian Boyle, will speak briefly with the Select Board Members on questions from the Board.

Name of Committee/Board:

Date of Presentation:

Number of Members:

Number of Vacancies:

Accomplishments for the past 12 months:

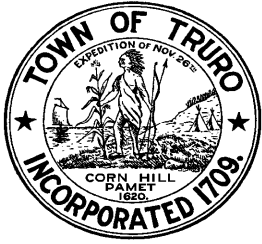
Goals for the next 12 months:

Status of goals:

Challenges in Achieving Goals:

Support required from the Select Board/Town Manager:

SUGGESTED ACTION: Discussion only



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Darrin Tangeman, Town Manager

REQUESTED MEETING DATE: September 14, 2021

ITEM: Discussion of Shellfish Advisory Committee and Pamet Harbor Commission Charges and Identify Next Steps in Charge Review Process

EXPLANATION: To continue the review of charges of appointed multi-member bodies, staff prepared revisions of the Shellfish Advisory Committee charge and the Pamet Harbor Commission charge for discussion by the Board.

The Shellfish Advisory Committee charge was last updated in June 2013 and includes areas that conflict with Town Charter. The Pamet Harbor Commission charge was last updated in 1999 and also includes Charter conflicts, as well as reference to a 1998 Town Meeting article, that may be combined and updated for clarity. A discussion should also address whether the Commission should retain "Commission" in its title or if it should be retitled to "Committee."

The prepared revisions serve to prompt a discussion by the Select Board. Members of both committees were invited to the Select Board meeting to provide feedback. The discussion will inform the next steps in revising the Shellfish Advisory Committee charge and the Pamet Harbor Commission charge and should identify other charges to be reviewed at subsequent meetings.

FINANCIAL SOURCE (IF APPLICABLE): N/A

SUGGESTED ACTION: *Discussion and identification of next steps.*

ATTACHMENTS:

1. Shellfish Advisory Committee Charge
2. Shellfish Advisory Committee Revised Charge
3. Pamet Harbor Additional Charge to the Pamet Harbor Commission
4. 1998 Annual Town Meeting Article 20: Revised Pamet Harbor Commission Charge
5. Pamet Harbor Commission Revised Charge
6. Boards and Committees List with Inception Date and Charges



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

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

Date: June 4th, 2013
From: Board of Selectmen
To: Shellfish Advisory Committee

In accordance with the Truro Town Charter, Chapter 6-4-4, the Board of Selectmen have unanimously voted to enact the following revised Charge:

Shellfish Advisory Committee

1. The mission of the Shellfish Advisory Committee is to work with the Shellfish Warden to promote the propagation of shellfish in the Pamet Harbor area and along the beaches of Cape Cod Bay, including the Aquaculture Development Area. The committee will also assist the Warden in Recommending to the Board of Selectmen regulations designed to control the harvesting of shellfish by license holders and non-residents in a fair and equitable manner.
2. In addition the committee shall collaborate with the Pamet Harbor Commission to develop policies for the consideration of the Board of Selectmen which are designed to foster a balanced use by the public of the natural resources of the Pamet Harbor area.
3. The committee shall submit a written evaluation of the Warden's job performance at least annually to the Town Administrator, with the first such evaluation to be filed no later than March 31, 2014. Should the Warden resign or be discharged, become disabled or die, the committee shall assist the Town Administrator in selecting a replacement.
4. The committee shall appear annually before the Board of Selectmen beginning in the last week of June, 2013 to give a verbal account of its doings.
5. The committee shall consist of five members who shall serve for staggered three-year terms. Initially, there shall be three three-year terms, two two-year terms and one one-year term. The terms shall be assigned by lot by the town Administrator. In addition there shall be two alternate members each of whom shall serve for a one year term. Alternate members shall be appointed by the Board of Selectmen annually before the commencement of the next fiscal year.

Jay Coburn, Chairman

Breon Dunigan, Vice-Chairman

Janet W. Worthington, Clerk

Robert Weinstein

Paul Wisotzky
Board of Selectmen



Agenda Item: 6A2

TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

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

Date: June 4, 2013; Revised September 14, 2021

From: Select Board

To: Shellfish Advisory Committee

In accordance with the Truro Town Charter, Chapter 6-4-4, the Select Board charges the Shellfish Advisory Committee with the following:

Shellfish Advisory Committee

1. The mission of the Shellfish Advisory Committee is to work with the Shellfish Warden to promote the propagation of shellfish in the Pamet Harbor area and along the beaches of Cape Cod Bay, including the Aquaculture Development Area. The committee will also assist the Warden in recommending to the Select Board regulations designed to control the harvesting of shellfish by license holders and non-residents in a fair and equitable manner.
2. In addition the committee shall collaborate with the Pamet Harbor Commission to develop policies for the consideration of the Select Board which are designed to foster a balanced use by the public of the natural resources of the Pamet Harbor area.
3. The committee shall appear as requested before the Select Board to give a verbal account of its doings.
4. The committee shall consist of five members who shall serve for staggered three-year terms. In addition there shall be two alternate members each of whom shall serve for a one year term. Alternate members shall be appointed by the Select Board annually before the commencement of the next fiscal year.

Robert Weinstein, Chair

Kristen Reed, Vice-Chair

Susan Areson, Clerk

Stephanie Rein

John Dundas
Select Board



TOWN OF TRURO

P.O. Box 2030, TRURO, MA 02666

TEL: (508) 349-3635 FAX: (508) 349-7720

MEMORANDUM

Date: June 29, 1999

From: Board of Selectmen

To: Pamet Harbor Commission

Copy: Town Administrator, Harbormaster

Subj: **Additional Charge to the Pamet Harbor Commission**

In keeping with the "Revised Pamet Harbor Commission Charge" approved by Annual Town Meeting of April 14, 1998, copy attached hereto, and in response to our meeting of June 23, 1999, we are providing the following additional charge for your immediate guidance and action:

You are to immediately conduct a meeting(s) to provide your recommendations to the Board of Selectmen regarding the membership of the Commission. Your recommendations are to consider current and prospective members and alternates and their levels of actual or potential participation, willingness to serve, background and expertise, and so forth, in order for the Board of Selectmen to make informed decisions with regard to a future reconstituted membership.

Once the new Commission has been appointed, and in keeping with the current Annual Town Meeting approved Charge, the new Commission is to prepare a prioritized list of what they consider necessary for improvements to and maintenance of the usefulness of Pamet Harbor, for submittal to the Board of Selectmen for consideration. This prioritized list shall consider such issues as regular maintenance dredging, ramp repairs, parking lot and revetment/riprap repairs, harbor clean-up, and so forth. This effort must include regular progress briefings for the Board of Selectmen, public hearings as necessary to seek input from concerned citizens of the Town of Truro, and preparation of necessary Annual or Special Town Meeting Articles to obtain Town approval and funding if necessary. You are to consider and seek all available other sources of funding, including preparation and application for available grants.

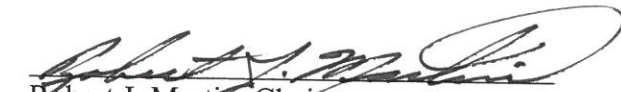
The new Commission is also to commence planning and documentation as necessary to prepare new applications for more significant dredging or other improvements in keeping with the Pamet Harbor Management Plan, the Local Comprehensive Plan, and other applicable Massachusetts and Federal laws and regulations. This planning effort must include regular progress briefings for the Board of Selectmen, public hearings as

necessary to seek input from concerned citizens of the Town of Truro, and preparation of necessary Annual or Special Town Meeting Articles to obtain Town approval and funding if necessary. You are to consider and seek all available other sources of funding, including preparation and application for available grants.

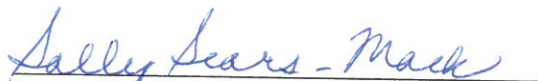
Once recommended plans have obtained the necessary approvals (Board of Selectmen, Town Meeting, Federal, State, etc), the Commission is charged with assisting the Town in their implementation. At the point where implementation becomes a matter of daily operation, further coordination and operation will shift to the Town Administrator and Harbormaster as outlined in the currently approved Charge.


The Town Administrator, Harbormaster, and other affected Town offices, by copy hereof, are to provide any and all assistance possible to the new Commission in carrying out this revised Charge.

The Board of Selectmen appreciate your concern for the continued viability, usefulness and beauty of the Pamet Harbor, and wish to assure you of our continuing support in this regard.

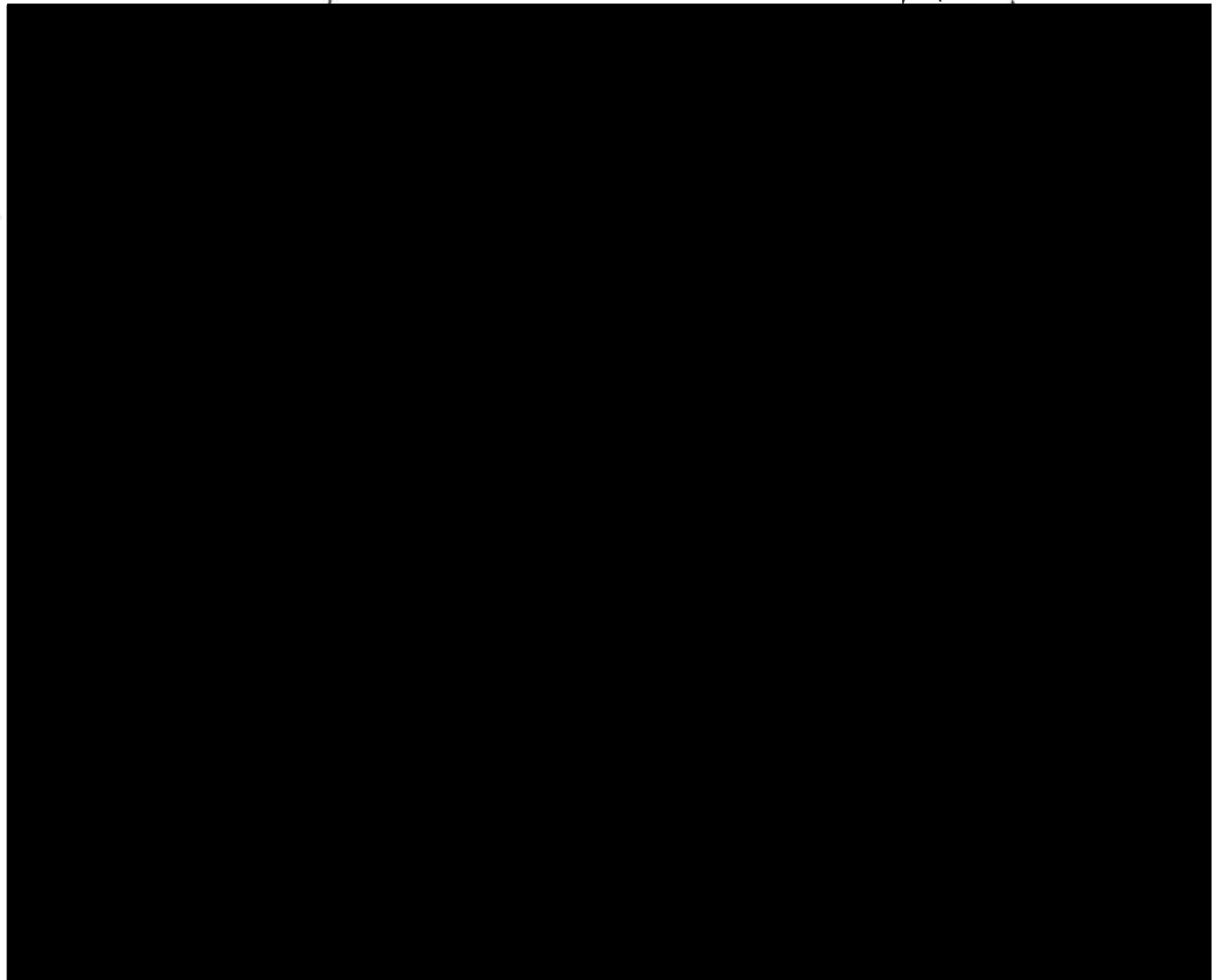

Robert J. Martin, Chairman


Lloyd F. Rose, Vice-Chairman


Sally Sears-Mack, Clerk


Harold A. Eastman


Suzanne Grout Thomas
Board of Selectmen
Town of Truro



→ **ARTICLE 20. REVISED PAMET HARBOR COMMISSION CHARGE** To see if the Town will vote to amend the action taken under Article 40 of the April 13, 1977, Annual Town Meeting, which authorized the creation of a permanent Pamet Harbor Commission, by now voting to change and adopt the following charge for the Commission:

The Pamet Harbor Commission is responsible for the planning, implementation of improvements and maintenance of the usefulness of the Pamet Harbor, while protecting the water quality, public safety, visual appeal and its natural resources within the harbor planning area, in accordance with the Pamet Harbor Management Plan and the Local Comprehensive Plan as adopted by the Town.

The Pamet Harbor Commission is also responsible for the preparation and recommendation of pertinent Bylaws, regulations and fees in accordance with state and federal laws and regulations.

The Pamet Harbor Commission shall advise, and make recommendations, to the Board of Selectmen, Town Administrator and the Harbormaster on the overall state and condition of the harbor.

The Pamet Harbor Commission's budget shall be prepared by the Pamet Harbor

Commission, and shall include monies for various studies, including dredging, water quality, and other necessary expenses related to harbor planning and improvements. The Harbormaster's budget shall be prepared by the Harbormaster and shall include day to day operating expenses. Both budgets, while separate, shall be reconciled at joint meetings, and then submitted to the Town Administrator for inclusion in the annual operating budget. Pamet Harbor Commission expenditures shall be authorized by the Chairman, or the Secretary in the absence of the Chairman. The Harbormaster shall exercise the same budget authority as is expected of any Department Head.

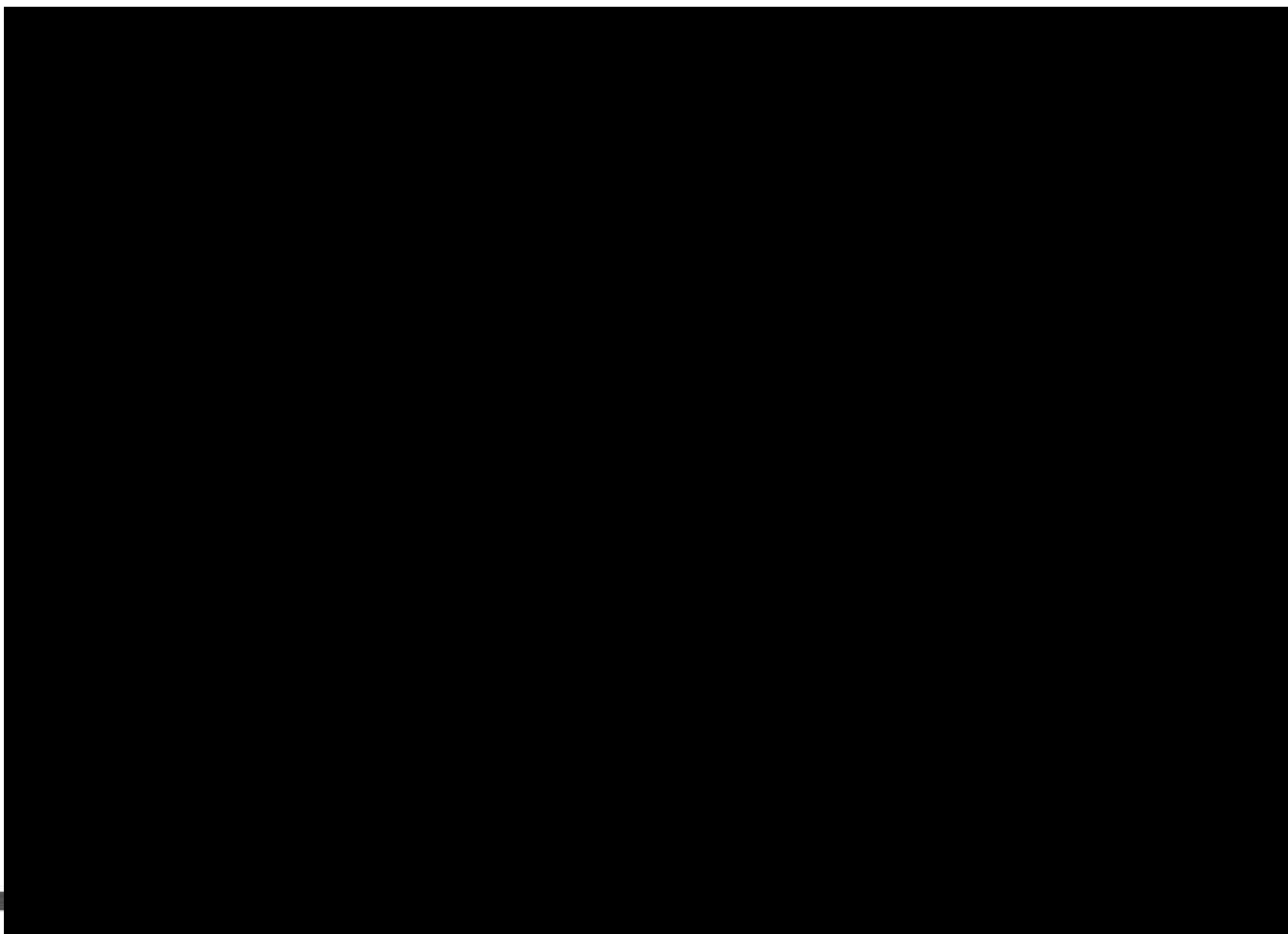
In keeping with the Pamet Harbor Management Plan, the Local Comprehensive Plan, and other applicable Massachusetts and Federal laws and regulations and subject to the direction of the Town Administrator, the Harbormaster's authority shall include all matters related to boating safety and law enforcement; placement, tie-up and anchoring of boats; collection of fees; removal of vessels; water pollution abatement, dumping and littering; and any other applicable laws and regulations that may apply to the Pamet Harbor.

The Pamet Harbor Commission shall consist of five regular members appointed by the Board of Selectmen for three year terms arranged such that no more than two regular members' terms expire each year, and two alternate members appointed by the Board of Selectmen for one year terms.

or take any other action relative thereto.

Requested by the Town Administrator
Pamet Harbor Commission Recommendation: 4-0
Board of Selectmen Recommendation: 5-0
Finance Committee Recommendation: 4-0

Note: This article amends Article 40 of the April 13, 1977 Annual Town Meeting which set specific membership, each with different appointing authorities. The Town Charter supersedes this action. In addition, a specific charge was approved that is no longer appropriate under the Town Charter form of government.



ARTICLE 20. REVISED PAMET HARBOR COMMISSION CHARGE Voted: (as moved) to amend the action taken under Article 40 of the April 13, 1977, Annual Town Meeting, which authorized the creation of a permanent Pamet Harbor Commission, by now voting to change and adopt the following charge for the Commission:

The Pamet Harbor Commission is responsible for the planning, implementation of improvements and maintenance of the usefulness of the Pamet Harbor, while protecting the water quality, public safety, visual appeal and its natural resources within the harbor planning area, in accordance with the Pamet Harbor Management Plan and the Local Comprehensive Plan as adopted by the Town.

The Pamet Harbor Commission is also responsible for the preparation and recommendation of pertinent Bylaws, regulations and fees in accordance with state and federal laws and regulations.

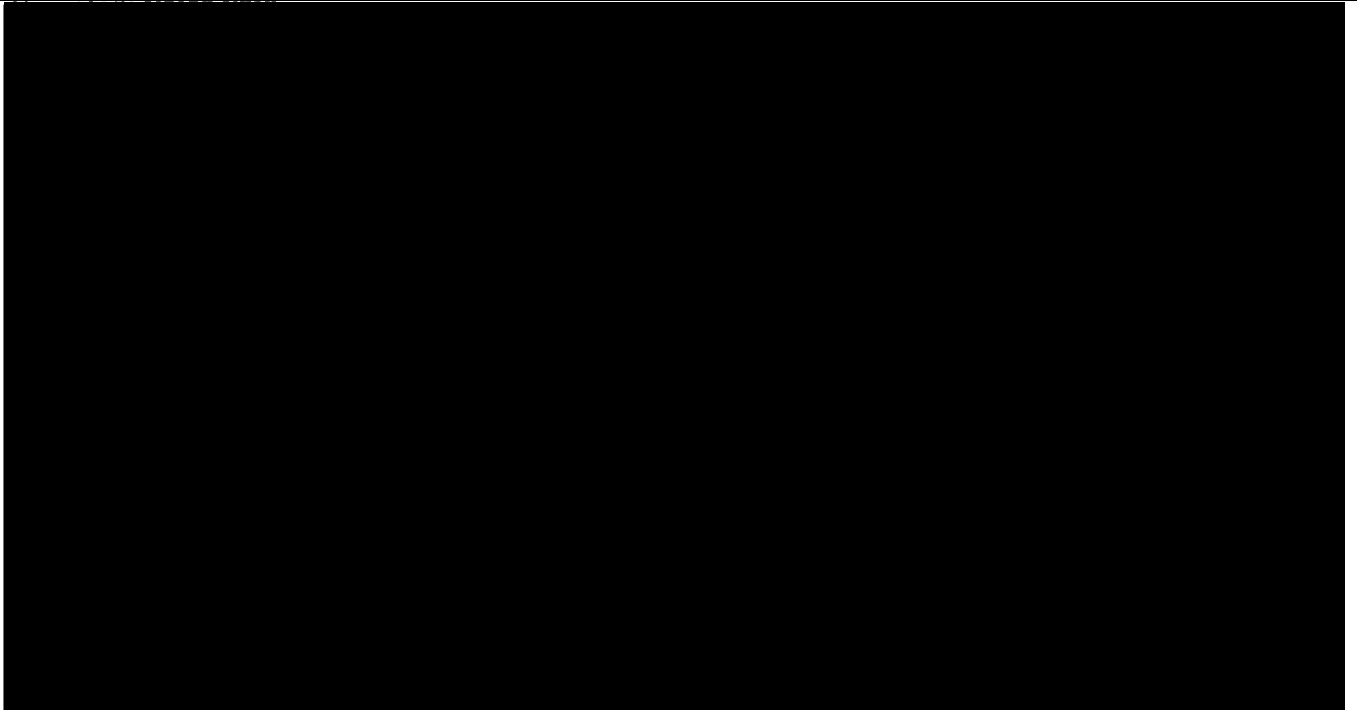
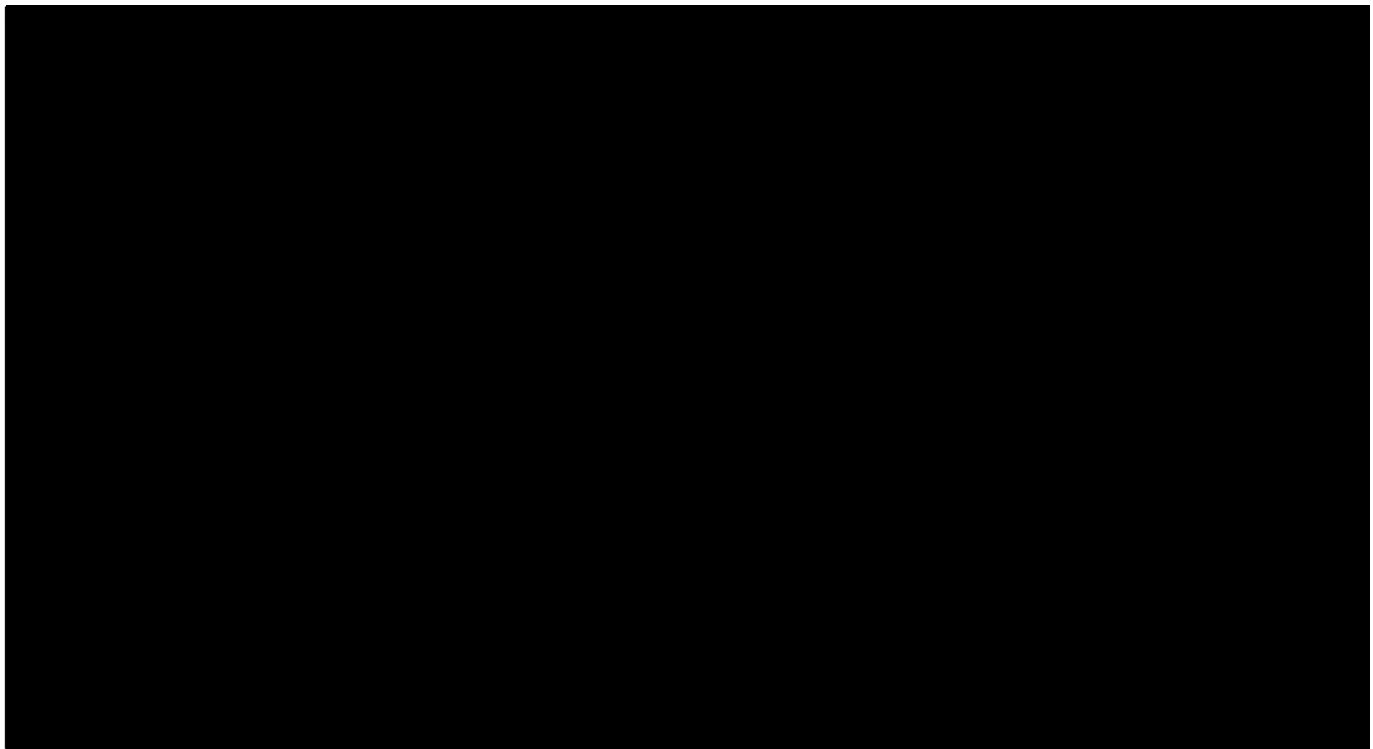
The Pamet Harbor Commission shall advise, and make recommendations, to the Board of Selectmen, Town Administrator and the Harbormaster on the overall state and condition of the harbor.

The Pamet Harbor Commission's budget shall be prepared by the Pamet Harbor Commission, and shall include monies for various studies, including dredging, water quality, and other necessary expenses related to harbor planning and improvements. The Harbormaster's budget shall be prepared by the Harbormaster and shall include day to day operating expenses. Both budgets, while separate, shall be reconciled at joint meetings, and then submitted to the Town Administrator for inclusion in the annual operating budget. Pamet Harbor Commission expenditures shall be authorized by the Chairman, or the Secretary in the absence of the Chairman. The Harbormaster shall exercise the same budget authority as is expected of any Department Head.

In keeping with the Pamet Harbor Management Plan, the Local Comprehensive Plan, and other applicable Massachusetts and Federal laws and regulations and subject to the direction of the Town Administrator, the Harbormaster's authority shall include all matters related to boating safety and law enforcement; placement, tie-up and anchoring of boats; collection of fees; removal of vessels; water pollution abatement, dumping and littering; and any other applicable laws and regulations that may apply to the Pamet Harbor.

The Pamet Harbor Commission shall consist of five regular members appointed by the Board of Selectmen for three year terms arranged such that no more than two regular members' terms expire each year, and two alternate members appointed by the Board of Selectmen for one year terms.

So voted: unanimous voice vote.



ADOPTED: Annual Town Election, April 22, 1992

AMENDED: Annual Town Meeting, April 20, 1993 [Ch 181 (1993)]; Special Town Meeting, June 29, 1993 [Ch 255 (1993)]; Annual Town Meeting, April 12, 1994 [Ch 171 (1994)]; Annual Town Meeting, April 11, 1995 [Ch 23 (1996)]



TOWN. OF TRURO

P.O. Box 2030 , TRURO, MA 02666

TEL: (508) 349-3635 FAX: (508) 349-7720

Date: June 29, 1999; Revised September 14, 2021

From: Select Board

To: Pamet Harbor Commission

Subj: **Pamet Harbor Commission Charge**

In accordance with the Truro Town Charter, Chapter 6-4-4, the Select Board charges the Pamet Harbor Commission with the following:

Pamet Harbor Commission

- 1) The Commission is responsible for the planning in consideration of water quality, public safety, visual appeal and its natural resources of the Pamet Harbor area, in accordance with the Pamet Harbor Management Plan and the Local Comprehensive Plan as adopted by the Town.
- 2) The Commission is responsible for the preparation and recommendation of pertinent Bylaws, regulations and fees in accordance with state and federal laws and regulations.
- 3) The Commission shall make recommendations to the Select Board on the overall state and condition of the Harbor.
- 4) The Commission shall prepare a prioritized list of what they consider necessary for improvements to and maintenance of the usefulness of Pamet Harbor, for submittal to the Select Board for consideration. This prioritized list shall consider such issues as regular maintenance dredging, ramp repairs, parking lot and revetment/riprap repairs, harbor clean-up, and so forth. This effort must include regular progress briefings for the Select Board, public hearings as necessary to seek input from concerned citizens of the Town of Truro, and preparation of necessary Annual or Special Town Meeting Articles to obtain Town approval and funding if necessary.
- 5) The Commission shall commence planning and documentation to inform dredging or other improvements in keeping with the Pamet Harbor Management Plan, the Local Comprehensive Plan, and other applicable Massachusetts and Federal laws and regulations, in collaboration with Town staff. This planning effort must include progress briefings for the Select Board, public hearings as

necessary to seek input from concerned citizens of the Town of Truro.

- 6) The Commission shall consist of five regular members who shall serve for staggered three-year terms to be appointed by the Select Board. Additionally, two alternate members shall be appointed by the Select Board, each of whom shall serve for a one year term.

DRAFT

TOWN OF TRURO LISTING OF TOWN OFFICIALS, BOARDS AND COMMITTEES

Title/Group/Board/ Committee	Inception Date-Chapter/Section Information (How was it established/established Date)	CHARGES
Select Board		
Select Board		
Select Board		
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Title/Group/Board/ Committee	Inception Date-Chapter/Section Information (How was it established/established Date)	CHARGES
Bike and Walkways Committee		
Bike and Walkways Committee		
Building Committee	Memorandum from the Board of Selectmen dated November 4, 1997, shall consist of 5 members appointed by the Board of Selectmen to serve for staggered terms of 3 years. Town Administrator shall be an ex-officio member. In accordance with the Charter passed at ATE, April 22, 1992, Chapter 5-4-2,	Building Committee Charge
Cable and Internet Advisory Committee	In accordance with the Charter passed at ATE, April 22, 1992, Chapter 4-3-2, consists of 5 regular members, and one appointed as the *Media Specialist from the School. The Board of Selectmen shall be the appointing authority. Meetings as needed at the Town Hall.	Cable and Internet Advisory Committee Charge
Cable and Internet Advisory Committee		
Cable and Internet Advisory Committee		
Cable and Internet Advisory Committee		
Cable and Internet Advisory Committee		
Cable and Internet Advisory Committee		
LCCAT REP		
Cemetery Commission	In accordance with the Charter passed at ATE, April 22, 1992, Chapter 6-3-1 (d), the following body shall be elected . Meetings held the 3rd Tuesday at 10:00am at Town Hall.	MGL Chp. 114 Sec. 22 and 23
Cemetery Commission		
Cemetery Commission		
Cemetery Commission		
Charter Review Committee	The Truro Board of Selectmen have unanimously voted to establish an ad hoc Charter Review Committee in accordance with the Truro Town Charter, Chapter 6-4-4 and 9-9-3. In accordance with the charter passed at ATE, April 22, 1992, chapter 6-4-1, with the Board of Selectmen as the appointing authority. The Committee shall be comprised of five (5) members appointed by the Board of Selectmen .	Charter Review Committee Charge
Charter Review Committee		
Charter Review Committee		
Charter Review Committee		
Charter Review Committee		
Charter Review Committee		
Climate Action Committee		

Title/Group/Board/ Committee	Inception Date-Chapter/Section Information (How was it established/established Date)	CHARGES
Climate Action Committee		
Climate Action Committee		
Climate Action Committee		
Climate Action Committee		
Climate Action Committee		
Climate Action Committee		
Commission on Disabilities	Passed at STM, Art. 11, June 30, 1992. In accordance with Public Law 101.336, commonly called the Americans with Disabilities Act of 1990. Appointments made by the Board of Selectmen . Meetings held 1st Fridays at 3:00 pm at the COA. ATM 4/11/00 increased membership by (2), for a total of (7).	MGL Ch. 40 Sec 8J
Commission on Disabilities		
Commission on Disabilities		
Commission on Disabilities		
Commission on Disabilities		
Commission on Disabilities		
Commission on Disabilities		
Commission on Disabilities		
Community Preservation Committee	Passed at ATM, Article 28, on April 26, 2005. Each committee shall be their own appointing authority. Committee consists of nine members, three members at large, one rep. from Cons. Com., Historical Com., Housing Authority, Open Space, Rec. Com., & Planning Board. Meetings held as needed. Passed at ATM, Article 7, Section 5 on April 29, 2008 increased members-at-large membership by (2), for a total of (9) members.	Community Preservation Committee Charge
Community Preservation Committee		
Community Preservation Committee		
Community Preservation Committee		
Community Preservation Committee		
Community Preservation Committee		
Community Preservation Committee		
Community Preservation Committee		
Community Preservation Committee		
Concert Committee	The Board of Selectmen will be the appointing authority as per Board of Selectmen meeting of 9/4/01. Meetings held as needed.	The mission of the Truro Concert Committee is to organize, publicize and sponsor a series of musical events during July and August on our treasured village green by the Pamet River in Truro Center. These events should be designed to provide Truro residents, non-residents and other visitors with an opportunity to celebrate the summer season with good music and other entertainment. They should appeal to all ages, encourage audience participation and be self supporting through business and individual financial contributions and other community assistance.
Concert Committee		
Concert Committee		
Concert Committee		

Title/Group/Board/ Committee	Inception Date-Chapter/Section Information (How was it established/established Date)	CHARGES
Cultural Council		
Economic Development Committee (on hold)	In accordance with the Charter passed at ATE, April 22, 1992, Chapters 6-4-4, the Board of Selectmen shall be the appointing authority. Committee consists of five members.	Economic Development Committee Charge
Energy Committee	In accordance with the Charter passed at ATE, April 22, 1992, Chapter 6-4-1, the Board of Selectmen shall be the appointing authority. Committee consists of five members with 3 Alternates. Meeting are held as needed at Town Hall.	Energy Committee Charge
Energy Committee		
Energy Committee		
Energy Committee		
Energy Committee		
Energy Committee		
Energy Committee		
Energy Committee		
Finance Committee	In accordance with the Charter passed at ATE, April 22, 1992, Chapter 6-4-3, the Moderator appoints the Finance Committee. Meetings as needed at Town Hall/PSF.	MGL Chp. 39 Sec. 16
Finance Committee		
Finance Committee		
Finance Committee		
Finance Committee		
Finance Committee		
Health, Board of	In accordance with the Charter passed at ATE, April 22, 1992, Chapter 4-3-2, the Select Board is the appointing authority, in accordance with provision of Chapter 6 of the Charter. Meetings are conducted the 1st and 3rd Wednesdays at 4:30 pm at Town Hall. (Chapter 111, Sec. 26)	MGL Chp. 111
Health, Board of		
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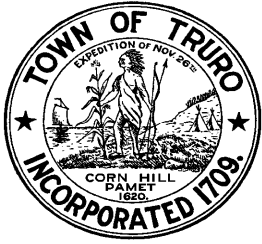
Title/Group/Board/ Committee	Inception Date-Chapter/Section Information (How was it established/established Date)	CHARGES
Historical Commission	<p>In accordance with the Charter passed at ATE, April 22, 1992, Chapter 6-4-1, the Select Board shall be the appointing authority. *By unanimous vote of the Board of Selectmen on 8/26/97, the membership has been increased from 3 to 5 members with staggered terms. Meetings held as needed at Town Hall. In accordance with STM, June 18, 1997, Art. 6, subsequently approved the Attorney General's Office on September 24, 1997, the Select Board shall appoint (3) people chosen for their interest in and knowledge of historic buildings and stuctures-as well as consulting with the Truro Historical Commission. Membership amended on 3/5/2003 to five members. The term of office shall be initially for a one, two and three year term-then for three years thereafter. Meetings held as needed.</p>	MGL Chp. 40 Sec. 8D
Historical Commission		
Historical Commission		
Historical Commission		
Historical Commission		
Historical Commission		
Housing Authority	<p>April 22, 1992, Chapter 6-3-1 , this shall be an elected position. Meetings are as needed at Town Hall.</p>	MGL Chp. 121B Sec. 3
Housing Authority		
Housing Authority		
Housing Authority		
Housing Authority		
Housing Authority		
Human Services Committee	<p>In accordance with ATM of June 25, 1996 said committee will be composed of 5 members appointed by the Select Board, 1 of whom will be a member of the Finance Com.; 2 members being appointed for 1 year, 2 members being appointed for 2 years, 1 member being appointed for 3 years, and all subsequent appointments being for 3 years, with the Town Admin. serving as an ex-officio member. Meetings held as needed.</p>	MGL Chp. 6A Sec. 16
Human Services Committee		
Human Services Committee		
Human Services Committee		
Human Services Committee		
Human Services Committee		
Library Trustees	<p>In accordance with the Charter passed at ATE, April 22, 1992, Chapter 6-3-2 9 (e), this shall be an elected position and then revised to include a membership of five (5). (MGL Chpt. 78 Sec 10) Meetings on the 3rd Wednesday at 9:30 am at the Library.</p>	MGL Chp. 78 Sec. 11

Title/Group/Board/ Committee	Inception Date-Chapter/Section Information (How was it established/established Date)	CHARGES
Pamet Harbor Commission		
Planning Board	In accordance with the Charter passed at ATE, April 22, 1992, Ch. 6, Sec. 3, Para. (b), this shall be an elected Board of seven (7) members. Meetings on 2nd & 4th Tuesday at 7:00 pm as needed at the Town Hall.	MGL Chp. 41 Sec. 81A
Planning Board		
Planning Board		
Planning Board		
Planning Board		
Planning Board		
Planning Board		
Planning Board		
Recreation Commission	In accordance with the Charter passed at ATE, April 22, 1992, Chapter 6-4-2 (d), the Select Board shall be the appointing authority. On Nov. 15, 2016, the SB decreased the membership from seven members to five. Mtgs. Are 3rd Thurs., 6:00 p.m. at the Community Center. (Charter ATE 04/22/2003)	Receation Commission Charge
Recreation Commission		
Recreation Commission		
Recreation Commission		
Recreation Commission		
Recycling Committee	In accordance with the Charter passed at ATE, April 22, 1992, Chapter 6-4-1, the Select Board shall be the appointing authority. Meetings are 2nd Tuesday of each month, 5 members, Town Hall. (Revised Charge 4/21/2004)	Recycling Committee Charge
Recycling Committee		
Recycling Committee		
Recycling Committee		
Recycling Committee		
Recycling Committee		
School Committee	In accordance with the Charter passed at ATE, April 22, 1992, Chapter 6-3-1 (a), this shall be an elected position consisting of 5 members. Meeting are 1st Monday at 7 pm at Truro Central School. (MGL Chpt. 41 , Sec 1)	MGL Chp. 71 Sec. 37
School Committee		
School Committee		
School Committee		
School Committee		

Title/Group/Board/ Committee	Inception Date-Chapter/Section Information (How was it established/established Date)	CHARGES
Shellfish Advisory Committee	In accordance with the Charter passed at ATE, April 22, 1992, Chapter 4-3-2, this is a five member committee appointed by the Select Board. Three year staggered terms. On May 29, 2001, the SB increased the membership by adding two alternate members. Meetings are as needed at the Public Safety Facility. (Revised Charge 6/4/2013)	Shellfish Advisory Committee Charge
Shellfish Advisory Committee		
Shellfish Advisory Committee		
Shellfish Advisory Committee		
Shellfish Advisory Committee		
Shellfish Advisory Committee		
Shellfish Advisory Committee		
Shellfish Advisory Committee		
Shellfish Advisory Committee		
Shellfish Advisory Committee		
Taxation Aid Committee	In accordance with the Charter passed at ATE, April 13, 1999, Chapter 60, Section 3D, Chapter 166, the Select Board shall be the appointing authority. The Taxation Aid Committee shall adopt rules, regulations, and procedures to implement the appropriate Chapters (e.g., Chapter 60, Section 3D and Chapter 166) of the Massachusetts General Law (MGL) and Article 13 of the 1999 Annual Town Meeting (ATM) Warrant, as approved on April 13, 1999. The Committee shall be comprised of the Chairman of the Board of Assessors, the Town Treasurer, and three residents-at-large.	MGL Chp. 71 Sec. 37
Taxation Aid Committee		
Taxation Aid Committee		
Taxation Aid Committee		
Taxation Aid Committee		
Taxation Aid Committee		
Taxation Aid Committee		
Taxation Aid Committee		
Veteran's Services	The Veteran's Agent is responsible for assisting Veterans and their families. Services are contracted to the Agent listed below.	N/A
Veteran's Services		
Veteran's Services		
Veteran's Services		
Veteran's Services		
Walsh Property Community Planning Committee	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.	WPCPC Community Process

Title/Group/Board/ Committee	Inception Date-Chapter/Section Information (How was it established/established Date)	CHARGES
Walsh Property Community Planning Committee		
Walsh Property Community Planning Committee		
Walsh Property Community Planning Committee		
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Walsh Property Community Planning Committee		
Water Resources Oversight Committee	<p>In accordance with the Charter passed at ATE, April 22, 1992, Chapter 4-3-2, the Board of Selectmen shall be the appointing authority. Meetings as needed. (Charge 10. 2, 2002, revised 11/2/2010). In recognition of the fact that potable water is a finite resource and both fresh surface water and coastal water and resources are economic assets to our community, the Select Board hereby establishes a Water Resources Oversight Committee in accordance with Truro Town Charter, Chapter 6-4-4.</p>	WROC Charge
Water Resources Oversight Committee		
Water Resources Oversight Committee		
Water Resources Oversight Committee		
Water Resources Oversight Committee		
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Water Resources Oversight Committee		

Title/Group/Board/ Committee	Inception Date-Chapter/Section Information (How was it established/established Date)	CHARGES
Zoning Board of Appeals	In accordance with the Charter passed at ATE, April 22, 1992, Chapter 4-3-2, the Select Board shall be the appointing authority. Terms are for five years. *Meetings held 3rd or 4th Monday, 7:00 pm at the Town Hall. (MGL Chapter 40A, Sec. 15)	MGL 40A Sec. 12
Zoning Board of Appeals		
Zoning Board of Appeals		
Zoning Board of Appeals		
Zoning Board of Appeals		
Zoning Board of Appeals		
Zoning Board of Appeals		
Zoning Board of Appeals		



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Darrin Tangeman, Town Manager

REQUESTED MEETING DATE: September 14, 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 greater clarity in the process for hearing Policy 54 complaints, differentiating between Policy 54 and Policy 31: Written Complaints and Communications, developing a timeline for response and action, identification and threshold for employing a third-party investigatory body, the role of complainants in executive session deliberations, potential penalties for violations of Policy #54, and to provide clarification regarding who may file Policy 54 complaints and whom Policy 54 complaints shall be filed against. 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. Additionally, the Massachusetts Municipal Association recently published a best practices for Code of Conduct, and the Select Board desired to consider including language from this document into the updated version of the Code of Conduct, Policy 54.

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
3. MIIA Best Practices: Code of Conduct Policy for Elected and Appointed Officials
4. Memo from KP Law re: Policy #54 Complaint, Robert Weinstein, Chair Truro Select Board Subject
5. Does First Amendment Protect the Censuring of Politicians?- New York Times



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.¹

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

¹ 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.

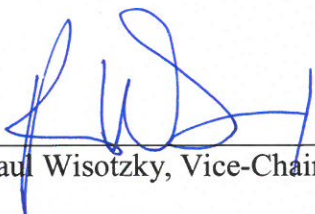
4. COMPLAINTS AGAINST A TOWN EMPLOYEE:

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



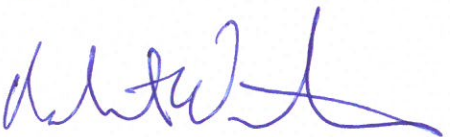
Jay Coburn, Chairman



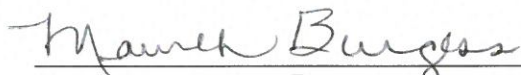
Paul Wisotzky, Vice-Chairman



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



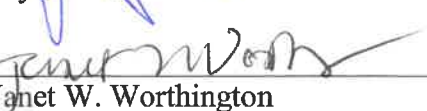
Maureen Burgess, Vice-Chairman



Robert Weinstein, Clerk



Jay Coburn



Janet W. Worthington

Code of Conduct Policy



FOR TOWN ELECTED AND APPOINTED OFFICIALS

I. PURPOSE

The Town recognizes that all individuals elected and/or appointed by the Town must maintain and enforce respectful discourse with their fellow elected and/or appointed members, with those who work for the Town, those who volunteer their time and services on behalf of the Town and members of the public by striving at every meeting, forum or other official interaction to treat every person fairly and with respect regardless of any differences of opinion.

This policy provides a centralized standard of conduct for all elected and appointed officials in the Town.

II. APPLICABILITY

This policy and all its sections shall apply to all elected and appointed officials acting on behalf of the Town and covers all of their actions and communications whether spoken or written including but not limited to all electronic communications including social media.

III. CODE OF CONDUCT

All Town elected and appointed officials are expected to act honestly, conscientiously, reasonably and in good faith at all times having regard to their responsibilities, the interests of the Town and the welfare of its residents.

The Town elected and appointed officials must refrain from communicating or acting in a disrespectful, abusive and/or threatening manner towards members of the community, other elected or appointed officials, the Town Manager/Administrator or Town Staff.

Moreover, all elected and appointed officials must fully comply with the Town's Anti-Harassment and Anti-Discrimination Policy.

This information is general in nature and does not, and is not intended to, constitute legal advice. You are advised not to take, or to refrain from taking, any action based on this information without consulting your legal counsel about the specific issue(s).

 /miasocial

MIIA
Risk Management
Work Safe. Be Safe.

The logo for MIIA Risk Management features a stylized house icon with a chimney, rendered in orange and yellow colors.

Code of Conduct Policy



Further, all elected and appointed officials of the Town must assume the following responsibilities:

A. Conduct Generally and in Relation to the Community

- Be well informed concerning the local and state duties of a board/committee member.
- Never purport to represent the opinion of your board/committee except when specifically authorized by a recorded vote to do so.
- Accept your position as a means of unselfish public service, not to benefit personally, professionally or financially from your board/committee position.
- Recognize that the chief function of local government at all times is to serve the best interests of all of the people.
- Demonstrate respect for the public that you serve.
- Safeguard confidential information.
- Conduct yourself so as to maintain public confidence in our local government.
- Conduct official business in such a manner that you cannot be improperly influenced in the performance of your official duties.
- Unless specifically exempted, conduct the business of the public in a manner that promotes open and transparent government.
- Comply as fully as possible with all Town policies, including, without limitation, the following:
 - Anti-harassment and Anti-discrimination Policy
 - Anti-fraud Policy
- Comply as fully as possible with all applicable laws, including, without limitation, the following:
 - The Open Meeting Law
 - Procurement Laws
 - The Ethics/Conflict of Interest Statute (G.L. c.268A).

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 /miasocial

MIIA
Risk Management
Work Safe. Be Safe.

The logo for MIIA Risk Management features the text 'MIIA Risk Management' in a bold, sans-serif font, with 'Work Safe. Be Safe.' in a smaller font below it. To the right of the text is a stylized icon of a church and a house, similar to the one in the top right corner of the page.

Code of Conduct Policy



B. Conduct in Relation to other elected and appointed officials

- Treat all members of the board/committee to which you belong with respect despite differences of opinion; keeping in mind that professional respect does not preclude honest differences of opinion, but requires respect within those differences.
- Participate and interact in official meetings with dignity and decorum fitting those who hold a position of public trust.
- Recognize your responsibility to attend all meetings to assure a quorum and promptly notify the chairman should you for any reason be unable or unwilling to continue to serve. Formal notice to resign from a board/committee requires written notification to the Town Clerk.
- Recognize that action at official legal meetings is binding and that you alone cannot bind the board/committee outside of such meetings.
- Refrain from making statements or promises as to how you will vote on quasi-judicial matters that will come before the board/committee until you have had an opportunity to hear the pros and cons of the issue during a public meeting.
- Uphold the intent of executive session and respect the privileged communication that exists in executive session.
- Make decisions only after all facts on a question have been presented and discussed.

C. Conduct in Relation to the Town Administrator/Manager

- Recognize and support the administrative chain of command and refuse to act on complaints as an individual outside the administration.
- Give the Town Administrator/Manager full responsibility for discharging his or her disposition and/or solutions.

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Code of Conduct Policy



- Refrain from giving orders or directions to the Town Administrator/Manager for action as an individual board/committee member.
- Refrain from providing information to the Town Administrator/Manager that you would not be willing to share with other board/committee members.

D. Conduct in Relation to Town Staff

- Treat all staff as professionals and respect the abilities, experience, and dignity of each individual.
- Refrain from giving instructions to or requesting assistance from Town staff but rather channel all such activities through the Town Administrator/Manager.
- Never publicly criticize an individual employee or a department. Concerns about staff performance should only be made to the Town Administrator/Manager through private communication.
- Officials who interact with Town staff must do so in a respectful manner and understand employees should not be expected to take direction from any individual official on any matter.

IV. DISTRIBUTION AND EDUCATION

- The Town Clerk shall provide a copy of this policy, the Town's Anti-Harassment and Anti-Discrimination policy and the Anti-fraud policy to all elected and appointed officials upon its issuance and upon the subsequent appointment or re-appointment of any individual.
- Each individual shall sign a statement that they have read this policy and will comply with all requirements set forth in this policy. In the event that any member declines to sign the form, that fact shall be noted by the Town Clerk on the form.

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The logo for MIIA Risk Management features a stylized house with a chimney and a steeple, rendered in orange and yellow colors.

Code of Conduct Policy



V. ENFORCEMENT

A. Generally

In addition to any other remedies or enforcement options available under the law, each board/committee may vote to censure any elected member and the appointing authority may decline to reappoint an individual who violates any provision of this Code of Conduct.

If any elected or appointed official is accused of violating the Town's Anti-Harassment and Anti-Discrimination Policy, the Town Administrator/Manager shall refer the matter for investigation to the contact named in the Anti-harassment and Anti-Discrimination policy or a disinterested outside firm or individual qualified to investigate the alleged conduct. The Town Administrator/Manager shall not be obliged to obtain any additional authority; this Code shall be sufficient authority. The firm or individual to whom the matter is referred shall promptly investigate the matter and report back findings of fact and recommendations to the Town Administrator/Manager. The Town Administrator/Manager shall share the reported findings and recommendations with the elected official's board/committee. The board/committee shall then take such action as is authorized by law and as it deems fit in response to the matter.

If an elected or appointed official is accused of violating any other provision of this Code of Conduct, the board/committee that the official represents or if applicable the appointing authority may take such action as is authorized by law and as it deems fit or it may vote upon request of the Town Administrator/Manager or on its own to refer the matter to a disinterested outside firm or individual qualified to investigate the alleged conduct. This firm or individual shall promptly investigate the matter and report back findings of fact and recommendations to the Town Administrator/Manager. The Town Administrator/Manager shall share the reported findings and recommendations with the board/committee. The board/committee shall then take such action as is authorized by law and as it deems fit in response to the matter. These remedies shall be in addition to, and not in substitution for, any other remedies that may be available by law.

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 /miasocial

MIIA
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A small version of the church and house icon in orange and yellow colors.



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April 27, 2021

David C. Jenkins
djenkins@k-plaw.com

Mr. Darrin K. Tangeman
Town Manager
Truro Town Hall
24 Town Hall Rd.
P.O. Box 2030
Truro, MA 02666



Re: Policy #54 Complaint, Robert Weinstein, Chair Truro Select Board Subject

Dear Mr. Tangeman:

You have forwarded to me for review a complaint filed by Anne Greenbaum, Chair, Truro Planning Board filed on behalf of the Planning Board dated April 8, 2021. In the complaint the Planning Board asserts that Robert Weinstein, Chair, Select Board had violated the provisions of Policy #54 by making public statement concerning the Planning Board that were published in the Provincetown Independent newspaper. In the article, Mr. Weinstein is quoted stating: "One need only to look at our planning board, which is elected and which has continued to be an embarrassment to the community." Mr. Weinstein is also quoted as stating that the Planning Board "Has done everything in their power to prevent the progress of a diverse housing stock."

The Planning Board asserts that the comments violate several provisions of and the Select Board's 2020 Values and Fiscal Year Goals and Objectives and Policy Memorandum #54.

In my opinion, statements made here by an elected member of the Select Board on matters of public concern and are protected speech under the First Amendment to the United States Constitution and relevant portions of the Massachusetts Declaration of Rights. In my further opinion for the reasons set out below public comments of the type made here are not actionable under Policy #54.

The law that the First Amendment right of free speech is applicable to and protects elected members of public bodies was recognized by the Supreme Court in Bond v. Floyd 385 U.S. 116 (1966). In that case, the Court held:

The manifest function of the First Amendment in a representative government requires that legislators be given the widest latitude to express their views on issues of policy. The central commitment of the First Amendment, as summarized in the opinion of the Court in New York Times Co. v. Sullivan, 376 U.S. 254, 376 U.S. 270 (1964), is that "debate on public issues should be uninhibited, robust, and wide-open." We think the rationale of the New York Times case disposes of the claim that Bond's statements fell outside the range of constitutional protection. Just as erroneous

Mr. Darrin K. Tangeman
Town Manager
April 27, 2021
Page 2

statements must be protected to give freedom of expression the breathing space it needs to survive, so statements criticizing public policy and the implementation of it must be similarly protected. The State argues that the New York Times principle should not be extended to statements by a legislator because the policy of encouraging free debate about governmental operations only applies to the citizen-critic of his government. We find no support for this distinction in the New York Times case or in any other decision of this Court. The interest of the public in hearing all sides of a public issue is hardly advanced by extending more protection to citizen critics than to legislators. Legislators have an obligation to take positions on controversial political questions so that their constituents can be fully informed by them, and be better able to assess their qualifications for office; also so they may be represented in governmental debates. 385 U.S.at 136.

The principal that emerges from the case law is that elected officials enjoy greater protection for their speech concerning matters of public concern or that are within the scope of their official duties than public employees in general because elected officials are intended and expected to speak publicly on subjects that are controversial and public policy; the principal that public employers may restrict employee speech made in the course of their official duties does not apply to elected officials.

In Melville v. Town of Adams, 9 F. Supp. 3d 77, 101-102 (D. Mass. 2014) the Massachusetts District Court adopted the holding of the Bond decision holding that a member of a Select Board enjoys a First Amendment right of free speech

The mere criticism of another town officials by a Select Board member, in my opinion, would fall under the line of cases, which hold elected official's statements on matters of public policy enjoy wide protection. The courts assume elected and appointed officials will disagree on subjects and use their positions to advocate on matters of public policy. See, e.g., Aquilina v. Wigglesworth, 298 F. Supp. 3d 1110, 1116 (W.D. Mich. 2018) ("Citizens elect public officials to speak on issues of public concern, and both citizens and elected officials know that such speech triggers opposition from other public officials. For elected officials to clash in the course of performing their official duties is a natural part of the public policy process. And clashes between elected officials should normally be resolved by the ballot box, not in a courtroom.").

Mr. Darrin K. Tangeman
Town Manager
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For these reasons, it is my opinion that the statements complained of are protected by the First Amendment guarantee of free speech and are not actionable under town policy.

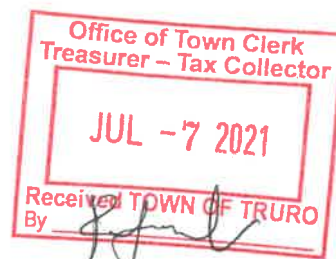
Very truly yours,



David C. Jenkins

DCJ/dmm

761065/TRUR/0002



Does First Amendment Protect The Censuring of Politicians?

WASHINGTON — Last summer, the City Council in River Falls, Wis., censured a member for calling an opponent of wearing masks during the coronavirus pandemic “a rancid tub of ignorant contagion.”

ADAM LIPTAK

SIDEBAR

A few days later and a hundred miles away, the City Council in St. Cloud, Minn., censured one of its own for saying mask mandates were like requiring that “Covid-positive people wear some sort of identification badge, maybe like a bright yellow star.”

Censures, which are formal reprimands and a kind of punishment, seem to be on the rise in these divisive times. The Supreme Court will hear arguments this fall on whether the First Amendment has anything to say about when elected bodies can impose them on their members.

The justices will have to decide whether censures condemning politicians’ statements are a threat to free speech that chills expression or a form of free speech responding to one set of views with another.

The case before the justices was brought by David Wilson, a former elected trustee of the Houston Community College System and an energetic critic of its work. In addition to airing his concerns in interviews and on a website, Mr. Wilson sued the system’s board, orchestrated robocalls and hired private investigators to look into whether another trustee had lied about where she lived.

He was, a federal appeals court judge wrote in a dissent, a “gadfly legislator.”

Mr. Wilson said there was plenty to criticize about the college system. In a Supreme Court brief, his lawyers said the board had been investigated for “rampant political graft.” In 2018, a former trustee was convicted of accepting bribes from people seeking contracts with the college.

That same year, Mr. Wilson’s fellow board members censured him.

“The board finds that Mr.

Wilson’s conduct was not only inappropriate, but reprehensible, and such conduct warrants disciplinary action,” the resolution said.

He sued, saying the punishment violated the First Amendment.

A unanimous three-judge panel of the U.S. Court of Appeals for the Fifth Circuit, in New Orleans, allowed the case to proceed, ruling last year that punishing an elected official for his speech can run afoul of the Constitution.

“The Supreme Court has long stressed the importance of allowing elected officials to speak on matters of public concern,” Judge W. Eugene Davis wrote for the panel. “A reprimand against an

A man argues he can’t be reprimanded just for ‘expressing disagreement.’

elected official for speech addressing a matter of public concern is an actionable First Amendment claim.”

Judge Davis acknowledged that the board had also imposed some punishments more concrete than a reprimand, like making Mr. Wilson ineligible for reimbursement for college-related travel. Those additional penalties, the judge wrote, did not violate his First Amendment rights.

Mr. Wilson’s lawyers told the justices that the power to censure must have limits. Elected bodies can censure their members for what they say during the lawmaking process, they wrote, and for conduct that is not protected by the First Amendment. But outside the official realm, they wrote, the First Amendment forbids “a government body’s official punishment of a speaker for merely expressing disagreement with a political majority.”

Those may appear to be fine distinctions. Mr. Wilson’s brief in the case, *Houston Community College System v. Wilson*, No. 20-804, gave examples to illustrate how they would work outside the legislative process.

“A censure would be permissible for illegal marijuana use, for example, but not for statements supporting the legalization of marijuana use,” the brief said. “Likewise, a censure would be permissible for slander, but not for statement that merely criticize.”

The full Fifth Circuit deadlocked on whether to rehear the case, by an 8-8 vote. Dissenting from the decision to deny further review, Judge Edith H. Jones said the panel’s First Amendment analysis was backward. The board’s censure was itself speech worthy of protection, she wrote, particularly in a polarized era.

“Given the increasing discord in society and governmental bodies, the attempts of each side in these disputes to get a leg up on the other, and the ready availability of weapons of mass communication with which each side can tar the other, the panel’s decision is the harbinger of future lawsuits,” Judge Jones wrote. “It weaponizes any gadfly in a legislative body.”

“Political infighting of this sort,” she wrote, “should not be dignified with a false veneer of constitutional protection and has no place in the federal courts.”

In a second dissent, Judge James C. Ho said that enduring condemnation is part of an elected official’s job description.

“Holding office in America is not for the faint of heart,” he wrote. “With leadership comes criticism — whether from citizens of public spirit or personal malice, colleagues with conflicting visions or competing ambitions, or all of the above.”

The Supreme Court may embrace that view, based partly on decisions holding that the government is generally free to speak as it wishes.

Justice Antonin Scalia, who died in 2016, gave a crisp summary of that position in a 1986 opinion, when he was an appeals court judge. He concluded that the government was free to classify films as political propaganda and, more generally, to offer its point of view.

“We know of no case,” he wrote, “in which the First Amendment has been held to be implicated by governmental action consisting of no more than governmental criticism of the speech’s content.”

ONLINE: MORE ‘SIDEBAR’

An archive of Adam Liptak’s recent articles and columns: [nytimes.com/adamliptak](https://www.nytimes.com/adamliptak)



Truro Select Board

Tuesday, September 14, 2021

Executive Session-4:30 pm

Regular Meeting-5:00pm

7. **CONSENT AGENDA**

A. Review/Approve and Authorize Signature:

1. Single Precinct Authorization Form and Vote of Adoption
2. LCCAT Agreement
3. Event Notification Form for SOS Cape Cod Triathlon

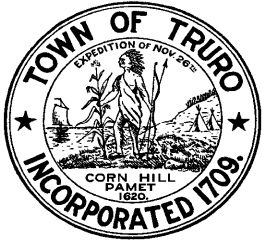
B. Review and Approve Appointment Renewals: Ann Courtney-Concert Committee;

C. Review and Approve Select Board Minutes: March 23, 2021; September 9, 2021

8. Select Board Reports/Comments

9. Town Manager Report

10. Next Meeting Agenda: Work Session- September 23, 2021; Regular Meeting- September 28, 2021



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Town Clerk

REQUESTOR: Kaci Fullerton, Town Clerk

REQUESTED MEETING DATE: September 14, 2021

ITEM: Single-Precinct Authorization and Vote of Adoption

EXPLANATION: Attached for your review and approval for signature is the Single-Precinct Packet from the Secretary of the Commonwealth's Office. In order for the Town Clerk to submit the documents required to remain a single precinct, the Select Board must vote to accept the precinct map, block data report, and legal description (attached below) in a public meeting. A Certified vote of adoption is required for submission to the Local Election Districts Review Commission (LEDRC). Once the certified vote is complete, the documents will be sent to the LEDRC and the LEDRC will approve the request. Once LEDRC approves the request, the Town of Truro will remain a one-precinct Town for up to 10 years until the next U.S. Census is taken in 2030. Changes in precincts go into effect December 31, 2021.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: If not approved, the LEDRC could appoint a master and draw a map for the Town of Truro. While unlikely, there is a possibility that a master could add a precinct to Truro.

SUGGESTED ACTION: *MOTION TO remain one (1) precinct and to request the Secretary of the Commonwealth to prepare a single precinct map on our behalf and to approve the Town of Truro precinct map and reprecincting materials.*

ATTACHMENTS:

1. Town of Truro State Data Release Packet with map and materials.

Old VTD	New VTD	Block Code	TotalPop	White	Black	Asian	Other	NHPI	AIAN	POP2RACE	HISPANIC	NOT HISPANIC
Truro Town Precinct 1	1	250010102081000	0	0	0	0	0	0	0	0	0	0
Truro Town Precinct 1	1	250010102081001	6	6	0	0	0	0	0	0	0	6
Truro Town Precinct 1	1	250010102081002	3	3	0	0	0	0	0	0	0	3
Truro Town Precinct 1	1	250010102081003	5	5	0	0	0	0	0	0	0	5
Truro Town Precinct 1	1	250010102081004	1	1	0	0	0	0	0	0	0	1
Truro Town Precinct 1	1	250010102081005	15	9	3	0	0	0	0	3	0	15
Truro Town Precinct 1	1	250010102081006	81	80	0	0	0	0	0	1	0	81
Truro Town Precinct 1	1	250010102081007	170	158	9	0	0	0	0	3	1	169
Truro Town Precinct 1	1	250010102081008	19	16	1	0	0	0	0	2	0	19
Truro Town Precinct 1	1	250010102081009	10	8	2	0	0	0	0	0	0	10
Truro Town Precinct 1	1	250010102081010	49	49	0	0	0	0	0	0	0	49
Truro Town Precinct 1	1	250010102081011	15	13	0	0	0	0	0	2	2	13
Truro Town Precinct 1	1	250010102081012	5	3	0	0	0	0	0	2	2	3
Truro Town Precinct 1	1	250010102081013	4	3	0	0	1	0	0	0	4	0
Truro Town Precinct 1	1	250010102081014	165	164	0	0	0	0	0	1	0	165
Truro Town Precinct 1	1	250010102081015	8	7	0	0	0	0	1	0	0	8
Truro Town Precinct 1	1	250010102081016	12	7	2	0	3	0	0	0	0	12
Truro Town Precinct 1	1	250010102081017	7	4	0	0	1	0	0	2	1	6
Truro Town Precinct 1	1	250010102081018	6	6	0	0	0	0	0	0	0	6
Truro Town Precinct 1	1	250010102081019	0	0	0	0	0	0	0	0	0	0
Truro Town Precinct 1	1	250010102081020	21	19	0	0	0	0	0	2	1	20
Truro Town Precinct 1	1	250010102081021	8	7	1	0	0	0	0	0	0	8
Truro Town Precinct 1	1	250010102081022	21	19	0	0	0	0	0	2	0	21
Truro Town Precinct 1	1	250010102081023	42	41	0	0	0	0	1	0	1	41
Truro Town Precinct 1	1	250010102081024	8	6	1	0	0	0	0	1	1	7
Truro Town Precinct 1	1	250010102081025	75	74	0	0	1	0	0	0	1	74
Truro Town Precinct 1	1	250010102081026	2	0	0	0	0	0	0	2	1	1
Truro Town Precinct 1	1	250010102081027	6	5	0	0	0	0	0	1	0	6
Truro Town Precinct 1	1	250010102081028	0	0	0	0	0	0	0	0	0	0
Truro Town Precinct 1	1	250010102081029	0	0	0	0	0	0	0	0	0	0
Truro Town Precinct 1	1	250010102081030	0	0	0	0	0	0	0	0	0	0
Truro Town Precinct 1	1	250010102081031	2	2	0	0	0	0	0	0	0	2
Truro Town Precinct 1	1	250010102081032	43	41	1	0	0	0	0	1	0	43
Truro Town Precinct 1	1	250010102081033	13	10	0	0	0	0	0	3	0	13
Truro Town Precinct 1	1	250010102081034	34	29	0	0	0	0	0	5	1	33
Truro Town Precinct 1	1	250010102081035	10	9	0	0	0	0	0	1	0	10

Truro 2020

Old VTD	New VTD	Block Code	TotalPop	White	Black	Asian	Other	NHPI	AIAN	POP2RACE	HISPANIC	NOT HISPANIC
Truro Town Precinct 1	1	250010102081036	13	9	2	2	0	0	0	0	0	13
Truro Town Precinct 1	1	250010102081037	13	11	0	0	0	0	0	2	0	13
Truro Town Precinct 1	1	250010102081038	0	0	0	0	0	0	0	0	0	0
Truro Town Precinct 1	1	250010102081039	0	0	0	0	0	0	0	0	0	0
Truro Town Precinct 1	1	250010102082000	0	0	0	0	0	0	0	0	0	0
Truro Town Precinct 1	1	250010102082001	5	0	4	0	1	0	0	0	0	5
Truro Town Precinct 1	1	250010102082002	0	0	0	0	0	0	0	0	0	0
Truro Town Precinct 1	1	250010102082003	13	13	0	0	0	0	0	0	0	13
Truro Town Precinct 1	1	250010102082004	1	0	1	0	0	0	0	0	0	1
Truro Town Precinct 1	1	250010102082005	3	0	1	0	0	0	1	1	1	2
Truro Town Precinct 1	1	250010102082006	23	23	0	0	0	0	0	0	0	23
Truro Town Precinct 1	1	250010102082007	2	0	0	1	1	0	0	0	0	2
Truro Town Precinct 1	1	250010102082008	0	0	0	0	0	0	0	0	0	0
Truro Town Precinct 1	1	250010102082009	0	0	0	0	0	0	0	0	0	0
Truro Town Precinct 1	1	250010102082010	36	34	2	0	0	0	0	0	2	34
Truro Town Precinct 1	1	250010102082011	77	74	1	0	0	0	0	2	2	75
Truro Town Precinct 1	1	250010102082012	39	38	0	1	0	0	0	0	0	39
Truro Town Precinct 1	1	250010102082013	7	7	0	0	0	0	0	0	1	6
Truro Town Precinct 1	1	250010102082014	53	49	1	0	0	0	0	3	2	51
Truro Town Precinct 1	1	250010102082015	8	7	0	1	0	0	0	0	2	6
Truro Town Precinct 1	1	250010102082016	11	5	0	0	0	0	0	6	6	5
Truro Town Precinct 1	1	250010102082017	100	92	8	0	0	0	0	0	1	99
Truro Town Precinct 1	1	250010102082018	118	113	1	0	0	0	0	4	5	113
Truro Town Precinct 1	1	250010102082019	3	2	0	0	0	0	0	1	2	1
Truro Town Precinct 1	1	250010102082020	0	0	0	0	0	0	0	0	0	0
Truro Town Precinct 1	1	250010102082021	0	0	0	0	0	0	0	0	0	0
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Truro Town Precinct 1	1	250010102082024	25	22	2	0	1	0	0	0	0	25
Truro Town Precinct 1	1	250010102082025	55	47	0	0	0	0	0	8	5	50
Truro Town Precinct 1	1	250010102082026	2	2	0	0	0	0	0	0	0	2
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Truro Town Precinct 1	1	250010102082030	0	0	0	0	0	0	0	0	0	0
Truro Town Precinct 1	1	250010102082031	8	5	2	0	0	0	0	1	0	8

Truro 2020

Old VTD	New VTD	Block Code	TotalPop	White	Black	Asian	Other	NHPI	AIAN	POP2RACE	HISPANIC	NOT HISPANIC
Truro Town Precinct 1	1	250010102082032	0	0	0	0	0	0	0	0	0	0
Truro Town Precinct 1	1	250010102082033	4	2	0	0	0	0	0	2	0	4
Truro Town Precinct 1	1	250010102083001	26	19	1	0	4	0	1	1	5	21
Truro Town Precinct 1	1	250010102083002	7	0	5	0	0	0	0	2	2	5
Truro Town Precinct 1	1	250010102083003	9	7	0	1	1	0	0	0	2	7
Truro Town Precinct 1	1	250010102083004	5	2	3	0	0	0	0	0	0	5
Truro Town Precinct 1	1	250010102083005	5	4	0	0	1	0	0	0	1	4
Truro Town Precinct 1	1	250010102083006	13	9	1	0	0	0	0	3	0	13
Truro Town Precinct 1	1	250010102083007	16	10	0	0	2	0	1	3	1	15
Truro Town Precinct 1	1	250010102083008	6	3	0	0	0	0	0	3	0	6
Truro Town Precinct 1	1	250010102083009	145	141	1	0	1	0	0	2	2	143
Truro Town Precinct 1	1	250010102083010	2	0	0	0	0	0	0	2	0	2
Truro Town Precinct 1	1	250010102083011	0	0	0	0	0	0	0	0	0	0
Truro Town Precinct 1	1	250010102083012	0	0	0	0	0	0	0	0	0	0
Truro Town Precinct 1	1	250010102083013	17	16	0	0	0	0	0	1	0	17
Truro Town Precinct 1	1	250010102083014	12	12	0	0	0	0	0	0	0	12
Truro Town Precinct 1	1	250010102083015	24	23	1	0	0	0	0	0	0	24
Truro Town Precinct 1	1	250010102083016	17	17	0	0	0	0	0	0	0	17
Truro Town Precinct 1	1	250010102083017	42	42	0	0	0	0	0	0	0	42
Truro Town Precinct 1	1	250010102083018	49	46	1	0	2	0	0	0	0	49
Truro Town Precinct 1	1	250010102083019	23	22	0	0	0	0	0	1	0	23
Truro Town Precinct 1	1	250010102083020	20	17	3	0	0	0	0	0	0	20
Truro Town Precinct 1	1	250010102083021	4	4	0	0	0	0	0	0	0	4
Truro Town Precinct 1	1	250010102083022	15	14	0	0	0	0	0	1	0	15
Truro Town Precinct 1	1	250010102083023	0	0	0	0	0	0	0	0	0	0
Truro Town Precinct 1	1	250010102083024	0	0	0	0	0	0	0	0	0	0
Truro Town Precinct 1	1	250010102083025	15	15	0	0	0	0	0	0	0	15
Truro Town Precinct 1	1	250010102083026	5	5	0	0	0	0	0	0	0	5
Truro Town Precinct 1	1	250010102083027	17	17	0	0	0	0	0	0	0	17
Truro Town Precinct 1	1	250010102083028	0	0	0	0	0	0	0	0	0	0
Truro Town Precinct 1	1	250010102083029	0	0	0	0	0	0	0	0	0	0
Truro Town Precinct 1	1	250010102083030	7	5	0	0	2	0	0	0	2	5
Truro Town Precinct 1	1	250010102083031	4	1	0	0	0	0	0	3	0	4
Truro Town Precinct 1	1	250010102083032	13	13	0	0	0	0	0	0	0	13
Truro Town Precinct 1	1	250010102083033	1	0	0	0	0	0	0	1	0	1
Truro Town Precinct 1	1	250010102083034	10	9	0	1	0	0	0	0	0	10

Truro 2020

Old VTD	New VTD	Block Code	TotalPop	White	Black	Asian	Other	NHPI	AIAN	POP2RACE	HISPANIC	NOT HISPANIC	
Truro Town Precinct 1	1	250010102083035	0	0	0	0	0	0	0	0	0	0	
Truro Town Precinct 1	1	250010102083036	12	11	0	1	0	0	0	0	0	12	
Truro Town Precinct 1	1	250010102083037	0	0	0	0	0	0	0	0	0	0	
Truro Town Precinct 1	1	250010102083038	20	17	0	0	2	0	0	1	1	19	
Truro Town Precinct 1	1	250010102083039	4	4	0	0	0	0	0	0	0	4	
Truro Town Precinct 1	1	250010102083040	1	1	0	0	0	0	0	0	0	1	
Truro Town Precinct 1	1	250010102083041	31	29	0	0	0	0	0	2	1	30	
Truro Town Precinct 1	1	250010102083042	13	12	0	0	0	0	0	1	1	12	
Truro Town Precinct 1	1	250010102083043	3	2	0	1	0	0	0	0	0	3	
Truro Town Precinct 1	1	250010102083044	19	12	4	1	1	0	0	1	0	19	
Truro Town Precinct 1	1	250010102083045	45	42	0	0	0	0	0	3	0	45	
Truro Town Precinct 1	1	250010102083046	0	0	0	0	0	0	0	0	0	0	
Truro Town Precinct 1	1	250010102083047	48	45	0	3	0	0	0	0	0	48	
Truro Town Precinct 1	1	250010102083048	3	3	0	0	0	0	0	0	0	3	
Truro Town Precinct 1	1	250010102083049	0	0	0	0	0	0	0	0	0	0	
Truro Town Precinct 1	1	250010102083050	5	4	0	0	0	0	0	1	0	5	
Truro Town Precinct 1	1	250010102083051	10	9	0	0	0	0	0	1	0	10	
Truro Town Precinct 1	1	250010102083052	5	1	0	0	0	0	0	4	0	5	
Truro Town Precinct 1	1	250010102083053	8	8	0	0	0	0	0	0	0	8	
Truro Town Precinct 1	1	250010102083054	1	0	1	0	0	0	0	0	0	1	
Truro Town Precinct 1	1	250010102083055	0	0	0	0	0	0	0	0	0	0	
Truro Town Precinct 1	1	250010102083056	2	1	0	1	0	0	0	0	0	2	
Truro Town Precinct 1	1	250010102083057	1	0	0	1	0	0	0	0	0	1	
Truro Town Precinct 1	1	250010102083058	15	15	0	0	0	0	0	0	0	15	
Truro Town Precinct 1	1	250010102083059	2	1	1	0	0	0	0	0	0	2	
Truro Town Precinct 1	1	250010102083060	17	16	0	0	0	0	0	1	0	17	
Truro Town Precinct 1	1	250010102083061	0	0	0	0	0	0	0	0	0	0	
Truro Town Precinct 1	1	250010102083062	0	0	0	0	0	0	0	0	0	0	
Truro Town Precinct 1	1	250019900000003	0	0	0	0	0	0	0	0	0	0	
Truro Town Precinct 1 Total			137	2,454	2,222	74	16	26	0	5	111	66	2,388
Grand Total			137	2,454	2,222	74	16	26	0	5	111	66	2,388

TOWN OF TRURO

September 14, 2021

Local Election Districts Review Commission
Office of the Secretary of the Commonwealth
c/o Elections Division
One Ashburton Place, Room 1705
Boston, MA 02108

RE: **TOWN OF** _____ **TRURO** _____ - 2020 RE-PRECINCTING
(Name)

We, the undersigned, hereby certify that at a meeting held on *September 14, 2021*, the Board of Selectmen voted to remain one (1) precinct.

SIGNED: **Select Board**

Name **Chairman**

Name

A true copy. ATTEST:

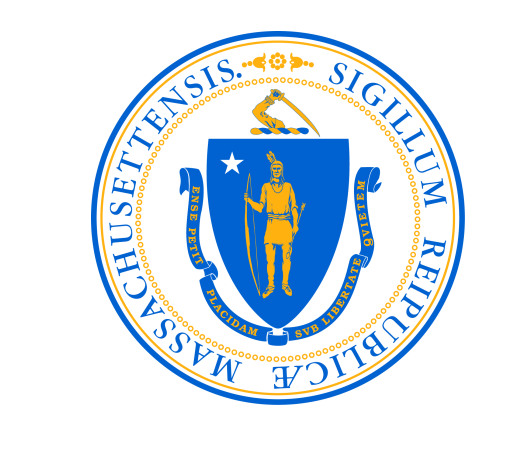
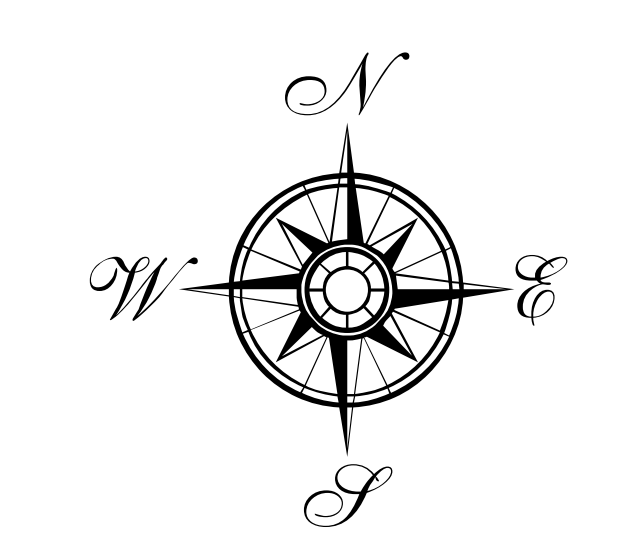
Name

Town Clerk

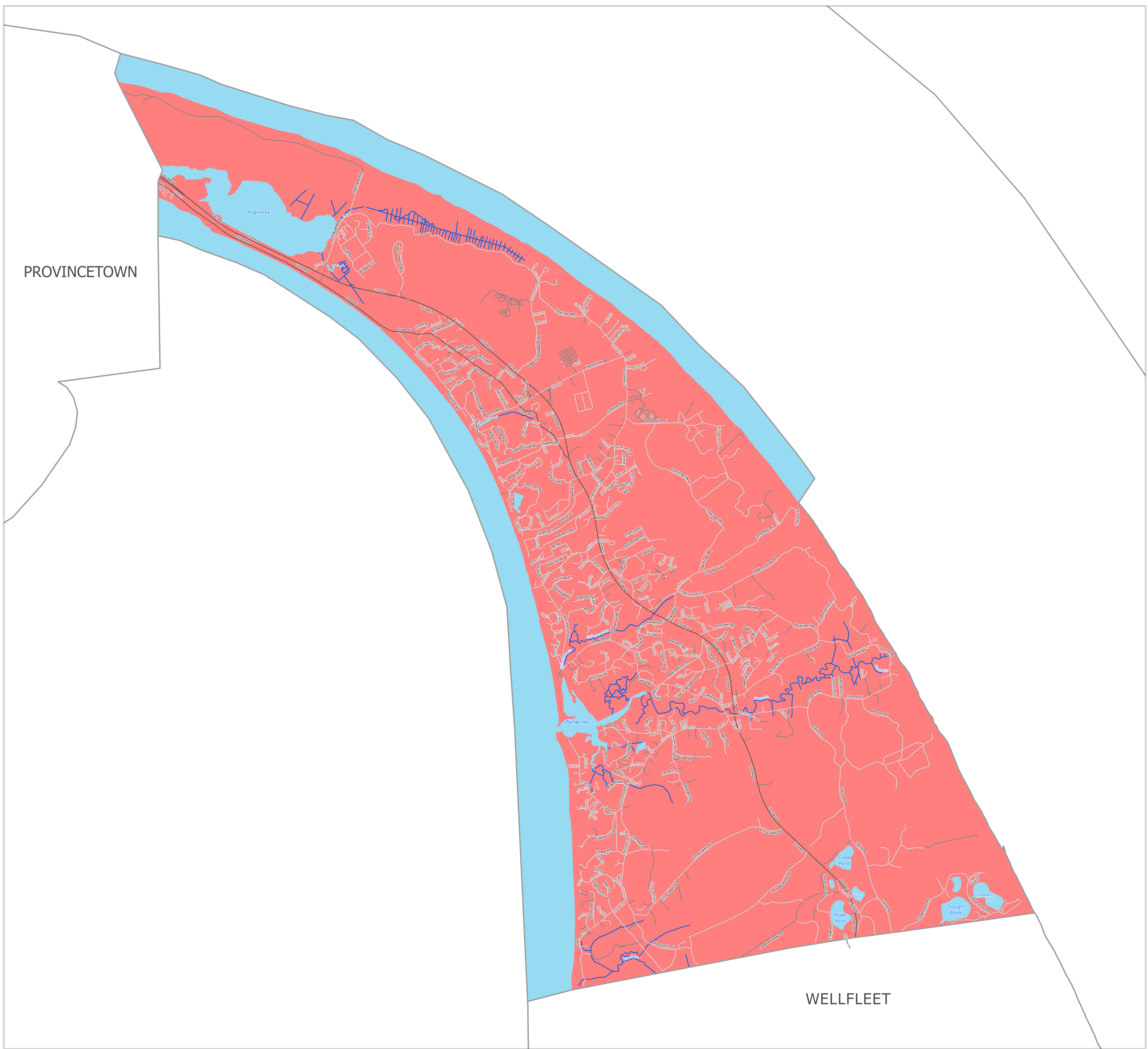
Name

Name

Town of Truro



Map Prepared for the Town of Truro
 Courtesy of William F. Galvin, Census Liaison
 Secretary of the Commonwealth



2020 Population - - 2,454

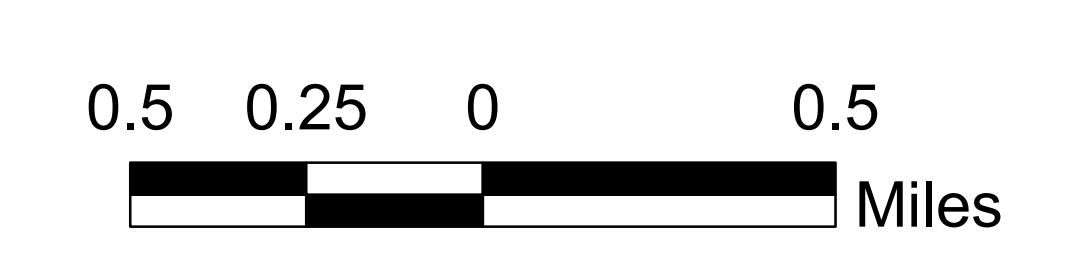
**Precinct Boundaries
Truro**

Precinct	2020 Population
1	2,454

Population is based on the official U.S. 2020 Census block-level data.
Boundaries effective December 31, 2021

Legend

- Municipal Boundary
- Geographical Features**
- Major Road
- Local Road
- Railroad
- Other Municipal Features
- Streams, Rivers
- Coastal Water, Lakes, Ponds, Major Rivers





The Commonwealth of Massachusetts

William Francis Galvin

Secretary of the Commonwealth

One Ashburton Place, Boston, Massachusetts 02108-1512

SINGLE PRECINCT AUTHORIZATION FORM

Name of Town: **TRURO**

US Census Bureau 2020 Population Actual: **2,454**

Authorization:

- Pursuant to M. G. L. c. 54, § 6 our town wishes to stay one precinct and hereby request the Secretary of the Commonwealth to prepare a single precinct map on our behalf.

Massachusetts General Laws require towns to divide into convenient voting precincts after each federal census. See M. G. L. c. 54 § 6 (the board of selectmen of every town of less than six thousand, two hundred inhabitants may, on their own motion, or shall, when so directed by the town meeting, and the board of selectmen of every town having precincts or six thousand, two hundred or more inhabitants shall, divide the town into convenient voting precincts).

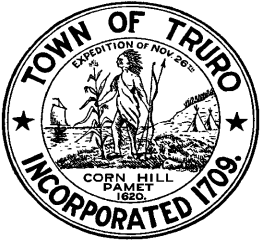
Approved and accepted,

Select Board: _____

Date: _____

Please mail signed form to:

Local Election Districts Review Commission
 c/o Elections Division
 One Ashburton Place, Room 1705
 Boston, MA 02108



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Darrin Tangeman, Town Manager

REQUESTED MEETING DATE: September 14, 2021

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

EXPLANATION: With the completion of the Comcast Cable negotiations, the Lower Cape Community Access Television Agreement (LCCAT) is ready to be executed. The five towns that negotiated with Comcast jointly (Brewster, Orleans, Eastham, Wellfleet and Truro), also negotiated jointly with LCCAT. LCCAT, as part of the local PEG (Public, Educational, and Governmental) Access Channels historically receives a portion of the GAR and/or capital funds from the Comcast agreement to provide their programming.

Attorney Hewig of KP Law has provided an executive summary to inform the Board of the terms of the agreement.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: There will not be an updated agreement with LCCAT to reflect the terms recently negotiated.

SUGGESTED ACTION: *MOTION TO approve and electronically sign the Agreement by and between the Town of Truro and Lower Cape Community Access Television, Inc.*

ATTACHMENTS:

1. Executive Summary from Attorney Hewig of KP Law
2. LCCAT Agreement



101 Arch Street, Boston, MA 02110
Tel: 617.556.0007 | Fax: 617.654.1735
www.k-plaw.com

September 10, 2021

William Hewig III
whewig@k-plaw.com

BY ELECTRONIC MAIL ONLY

Hon. Robert Weinstein
And Members of the Select Board
Truro Town Hall
24 Town Hall Road
PO Box 2030
Truro MA 02666

Re: Executive Summary of LCCAT Agreement

Dear Members of the Select Board

Please accept this as an executive summary of the Lower Cape Community Access Television, Inc. ["LCCAT"] Agreement, which has been sent for your review and execution in connection with the recent renewal of the Comcast Cable Television License.

- (a) Effective Date: July 1, 2021 [3, 4].
- (b) Term: Three years [sec. 3]. The term will be July 1, 2021 through June 30, 2024, but the Agreement will not become effective until all five Lower Cape towns execute the Agreement. LCCAT may request a further subsequent three-year term by written notice by or before January 1 2024. [sec. 4 (b)].
- (c) Scope of Services:
 - (1) LCCAT will provide Public Access programming services to Truro and its residents. The services include facilities, training, technical assistance, equipment maintenance and repairs, and the scheduling, operation and cablecasting of the town's Public Access channel. [sec. 5].
 - (2) LCCAT will provide Educational Access programming services to Truro for the support of the Educational Access studio at Nauset Regional High School, and for the cablecasting of programming produced at the High School studio. (sec. 8).
- (d) Funding: LCCAT is to get 45% of the 5% GAR annual operation grant paid quarterly to the town under sec. 6.4 (a) of its Comcast Renewal License [sec. 10(a)(i)]. LCCAT will also get 50% of the annual capital grant totaling \$9,600 payable to the town under sec. 6.4 (b) of the Comcast Renewal License [sec. 10(a)(ii)]. These funding percentages are the same for all five Lower Cape towns.

Hon. Robert Weinstein
And Members of the Select Board
September 10, 2021
Page 2

- (e) Contribution to Studio Renovation or Move: Comcast granted an additional \$35,000, total, to all five towns for further financial assistance to LCCAT at the time of its studio renovation or move. The grant was divided proportionally according to subscribership among the five towns, and added into each town's capital grant. Truro's proportional allotment of the grant was \$3750, and it is included each year in the \$9,600 capital grant, half of which will go to LCCAT under Renewal License sec. 6.4 (b). The \$3750 is INCLUDED in the annual grant, meaning that to meet its obligation for this additional funding support for LCCAT, Truro will not have to pay anything other than 50% of its annual \$9,600 capital grant to LCCAT [sec. 12 (c)].
- (f) Security Interest in LCCAT Equipment and Property: The town will have a security interest in LCCAT equipment and property to secure LCCAT's performance under the Agreement. [sec. 10 (f)].
- (g) Construction of New or Renovation of Access Studio: LCCAT will oversee the construction or renovation of, or move to, a new access studio, with the assistance of the additional \$35,000 capital grant it will receive in annual increments paid by all five towns [sec. 12].
- (h) HD Channel Dedicated to Town's Government Channel: The town will have the right to request an HD channel from Comcast, which will be provided within 36 months, as set forth in Renewal License sec. 6.3 (d). When provided, LCCAT agrees to dedicate that HD capacity to each town's Government Access channel. [sec. 13].
- (i) LCCAT Governance: LCCAT will continued to be governed in the same way as currently, with 1 Board of Director member appointed by each of the five participating towns [sec. 14].
- (j) LCCAT Reports to Town: LCCAT will continue to provide quarterly [sec. 15] and annual [sec. 16] written reports to the town.
- (k) Annual Update Meeting with Board: LCCAT will continue to be available to meet at least once annually for an update meeting if requested by the Board [sec. 17].
- (l) LCCAT Indemnity of Town: LCCAT will continue to defend and indemnify the town from and against all claims, demands or suits occasioned by acts, errors or omissions of LCAAT or its staff agents or employees [sec. 23].
- (m) LCCAT To Procure and Maintain Insurance: LCCAT will continue to procure and maintain CGL, auto, workers' comp and Cablecaster errors and omissions policies and keep them current, and will name the town as an additional insured in all such policies [sec. 24].

Hon. Robert Weinstein
And Members of the Select Board
September 10, 2021
Page 3

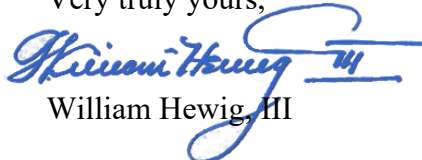
(n) Termination:

- (1) Town: The town may terminate the Agreement on 30 days' written notice for malfeasance or misfeasance; loss of 501 (c)(3) status; filing of bankruptcy; and material breach on the part of LCCAT, and loss of access funding by the town [sec.; 26 (a)]. LCCAT may avoid such termination by curing any such breach or fault within 30 days of notice. [sec. 26 (b)].
- (2) LCCAT: LCCAT may terminate on 60 days' notice for material breach on the part of the town. In similar fashion, the town may avoid termination by curing the breach within 60 days. [sec. 26 (c)].

- (o) Governing Law, Jurisdiction and Venue: The Agreement continues to be governed by Massachusetts law, with jurisdiction and venue in Barnstable County Superior Court [sec. 27.9; 27.10].

I trust that this will be of assistance to you in your deliberations.

Very truly yours,



William Hewig, III

WH/caa
cc: Town Manager

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 May 1, 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 Truro 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 Truro, 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; Truro, 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;

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- (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.

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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

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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 three thousand seven hundred seventy dollar (\$3,770.00) 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 Select Board of the Town, unless the Select Board 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 Select Board 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 Select Board, LCCAT shall meet with the Select Board 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 Select Board or its designee.

(b) The Select Board 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 Select Board 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 Truro, through its Select Board), be required to engage or retain a person or entity that is knowledgeable and experienced in PEG Access operations in the

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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 Select Board.

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 Select Board 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 Select Board; 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 Select Board 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 Select Board 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 Select Board.

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

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

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 Truro. 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:

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

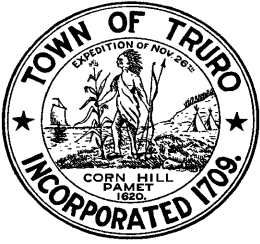
<p>TOWN OF TRURO</p> <p>Chair Truro Select Board Truro Town Hall 24 Town Hall Road P.O. Box 2030 Truro, Massachusetts 02666</p>	<p>LOWER CAPE COMMUNITY ACCESS TELEVISION, INC.</p> <p>George P. Walsh, President Lower Cape Community Access Television, Inc. P.O. Box 2061 Wellfleet, Massachusetts 02667</p>
<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.



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Noelle Scoullar, Executive Assistant

REQUESTED MEETING DATE: September 14, 2021

ITEM: Event Notification Form

EXPLANATION: SOS Cape Cod Triathlon, AKA New England Endurance Events, has requested permission to bicycle through Truro on their way to the National Seashore trails off Collins Road, from where they will run and swim back to Wellfleet. The Event Notification Form, required by Massachusetts Department of Transportation, is signed by both the Police and Fire Chiefs and requires Select Board signature as well. Date of event is Saturday, September 25, 2021.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: SOS Cape Cod Triathlon will not have permission to have their athletes come through Truro.

SUGGESTED ACTION: *Motion to approve the Event Notification Form for September 25, 2021 and authorize the Chair to sign (electronically).*

ATTACHMENTS:

1. Event Notification Form
2. Application for Permit for Organized Bike and Road Races (approved by Department Heads and Town Manager)

EVENT NOTIFICATION FORM

Date: 8/4/2021

Ms. Mary-Joe Perry
District Highway Director, District Five
MassDOT, Highway Division
1000 County Street
Taunton, MA 02780

2021AUG4 09:30
ADMINISTRATIVE OFFICE
TOWN OF TRURO

Dear Sir:

Please be advised that the Grantee(s) of this Event SOS Cape Cod Triathlon has notified the Board of Selectmen/City Council, Local Police Department, Local Fire Department and if applicable the State Police of its intention to conduct road work/parade/race/ride or other events impacting State Highways on Route(s) Please see attached map in or through the City/Town(s) of Wellfleet, Truro, Provincetown benefiting United Way of Cape Cod, Relief Fund

The Grantee(s) of this Event understands that it must give the Police and Fire Departments at least 48 hours notice before the commencement of the proposed event.

The Grantee(s) must supply a Traffic Management Plan when the roadway is occupied and for all detours associated with said events to this Department and to all officials listed below. The Grantee(s) must notify the local and/or state police to set up a detour of this area with appropriate signs and barricades. The local Fire Department must be notified of the detour to ensure that measures will be taken to minimize disruption to the Fire Department's emergency service during the event. The Grantee(s) must also notify local media (newspapers, radio) of this proposed event.

The following signatures are required prior to the issuance of the Permit.

LOCAL POLICE DEPARTMENT

Signed: _____
Title: Chief of Police
City/Town: Truro

FIRE DEPARTMENT

Signed: Timothy Collins
Title: Fire Chief
City/Town: Truro

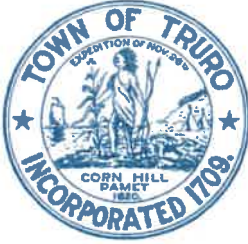
Digitally signed by Timothy Collins
DN: cn=Timothy Collins, o=Town of Truro, ou=Truro Fire Department, email=tcollins@truro-ma.gov, c=US
Date: 2021.09.08 10:10:43 -0400

BOARD OF SELECTMEN/CITY COUNCIL

Signed: _____
Title: _____
City/Town: _____

STATE POLICE DEPARTMENT

Signed: _____
Title: _____
City/Town: _____



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666
Tel: 508-349-7004 , Extension: 110 or 124 Fax: 508-349-5505

APPLICATION FOR PERMIT FOR ORGANIZED BIKE & ROAD RACES

RCVT 2021A094 043109
ADMINISTRATIVE OFFICE
TOWN OF TRURO

Applicant: Kathleen Walker **Email:** kathleen@neeevents.com

Group Affiliation (If Any): New England Endurance Events

Mailing Address: 39 Eldridge Rd **City:** Brewster **State:** MA **Zip:** 02631

Phone: 617-240-5577 **Cell Phone:** 617-240-4805

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

The SOS Cape Cod first took place in 2019. Athletes start in Wellfleet and bicycle through Truro and Provincetown on their way to the National Seashore trails off Collins Road, from where they will run and swim back to Wellfleet. 150 participants, 2 police details requested.

Temporary parking alongside Collins Road 8-9am. Please see attached Operations plan for more details.

Streets &/or Roads to be Used:

Old County Road, Prince Valley Road, US- 6E (traveling in bike lane right-hand side of road), S. Highland St, Highland Rd, Shore Rd, US-6W (bike lane), Truro Center Rd, S. Pamet Rd, Collins Rd.

Date(s) and Hours Race/Event: September 25, 2021 **Day:** Saturday

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

If Town Beaches are being used the Use of Town Property MUST be completed in addition to this application.

I, as applicant for the above, do hereby acknowledge that the town is exempt from any liability for this activity. I, as applicant for the above, additionally guarantee that the area to be used will be cleaned and left free of any debris at the completion of said activity.

Signature of Applicant

Date 8/4/2021

Action by the Town Manager :

Date: 9/8/2021

Approved as submitted

Approved with the following condition(s): _____

Disapproved with the following reason(s): _____

Signature of the Town Manager :

APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS & INSPECTIONS

Health/Conservation Agent Signature:

 8/14/2021

Building Commissioner Signature:

Comments/Conditions:

gatherings of > 100 persons restricted
will require masks - as of this date
participants (venue) do not

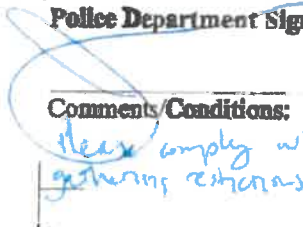
Permits/Inspections needed:

need to mark
but any other
assoc. of the event
must be completed

Comments/Conditions:

Permits/Inspections needed:

Police Department Signature:


Please comply with local + state
gatherings, citations or detail officers
recommended

Fire Department Signature:

Comments/Conditions:

DPW Signature:


Comments/Conditions:

Harbormaster Signature:

Comments/Conditions:

Recreation and Beach Director:

Damion Clements

Other:

Comments/Conditions:

Route indicates no use of beaches.

Comments/Conditions:

APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS & INSPECTIONS

Health Conservation Agent Signature:

 8/14/2021

Building Commissioner Signature:

Comments/Conditions:

Gatherings of > 100 persons restricted
Will require masks - as of this date
Participants (attendees) do not


Permits/Inspections needed:

need to mask
but any other
assoc. of the event
must be completed

Comments/Conditions:

Permits/Inspections needed:

Police Department Signature:


Comments/Conditions:
Please comply with local + state
gatherings criteria or detail officer's
recommendations

Fire Department Signature:

Timothy Collins

Digitally signed by Timothy Collins
DN: cn=Timothy Collins, o=Town of
Truro, ou=Truro Fire Department,
email=tcollins@truro-ma.gov, c=US
Date: 2021.08.24 10:21:55-04'00'

Comments/Conditions:

Will you be providing EMS in the event of injuries?

DPW Signature:


Comments/Conditions:

Harbormaster Signature:

Comments/Conditions:

Recreation and Beach Director:

Comments/Conditions:

Other:

Comments/Conditions:



OPERATIONS PLAN
WELLFLEET-TRURO-PROVINCETOWN
MULTI-STAGE RACE - 2021

- EVENT OVERVIEW
- RACE ORGANIZERS
- COMMUNITY IMPACT
- REFERENCES
- COURSE MAPS
- OPERATIONAL PLAN
- CONCLUSION

Contact:

Kathleen Walker
New England Endurance Events
P.O. Box 490
South Orleans MA 02662
Cell: (617) 240-4805
Answering. Service: (617) 240-5577
Email: kathleen@neeevents.com
Website: neeevents.com

What's New This Year:

- While our originally targeted date was Saturday, June 19, we postponed the event to **Saturday, September 25** to ensure participant safety, given public health concerns.
- **Please see the attached Covid plan**, which was developed by our staff in conjunction with protocols established by the sport's governing body, USA Triathlon, and the State of Massachusetts.
- This event is **unlike** a typical "road race." Participants will leave the starting line at staggered intervals. Covering a long distance of 27 miles of cycling, 1.5 miles of swimming and 9 miles of running, athletes quickly spread out along the course. By the time they reached the finish (for this year: we propose finishing at the field opposite the Elementary School) the time difference between the 134 athletes in our 2019 event was over two hours.
- Participants will bring their **own** nutrition and hydration — there will be no water aid stations on the race course. There will be no food or refreshments for the participants after the event — aside from available water. There will be **no** after-race awards ceremony. Participants will be encouraged to leave the area immediately upon completing the event.

Event Overview:

The *Wellfleet-Truro-Provincetown Multi-Stage Race*, which is now known as “SOS Cape Cod,” is an endurance event first held in June of 2019. The event was considered to be a success, and our conversations and correspondence with various stakeholders — from permitting authorities to members of the community — were overwhelmingly positive. With 150 athletes and their families staying in Wellfleet, Truro and Provincetown from three days up to two weeks, the event provided significant benefits to the communities of the Lower Cape as well as expanding the public’s recognition of the area as one of the most beautiful and enjoyable places of New England.

Our charity partner in 2019 was [water.org](https://www.water.org). For 2021, we thought it would be appropriate to designate as our charity partner the United Way’s Covid Relief Fund.

This event is organized by Orleans residents Kathleen Walker and Andrew Scherding. Kathleen and Andy operate *New England Endurance Events*, a race direction and management company which currently stages seven annual triathlon events throughout New England — including the Wellfleet Sprint Triathlon. EMT trained and lifeguard certified, Andy spent much of his childhood in South Wellfleet, where his family continues to reside. Kathleen is a Certified Race Director by USA Triathlon: the governing body for the sport, as well as a certified lifeguard.

Prior to the last event, Kathleen and Andy met with the Wellfleet Select Board and Truro Town Manager to plan this race, as well as with the CCNS Superintendent’s Office, Wellfleet Beaches Administrator, Wellfleet and Truro Police Chiefs, Wellfleet and Truro Fire/Emergency Services Chief, Wellfleet DPW and Wellfleet Conservation Committee. The trustees of the Wellfleet First Congregational Church approved using the church’s grounds for participant parking.

Community Impact:

Like many other endurance events in the U.S., SOS Cape Cod attracts athletes from throughout the Northeast, the nation and the world, who stay in inns, resorts and cottages for the week or a long weekend. They dine in local restaurants, shop in local stores, and visit parks and other attractions in the region.

The National Park Service’s own formula which calculates the economic impact of overnight visitors would indicate a total direct benefit of over \$270,000 to Wellfleet and surrounding communities for an average three-day stay by the 150 race participants (*Natural Resource Report NPS/NRSS/EQD/NRR—2018*). In addition, our budget indicates the race organization itself would disburse over \$55,000 to local residents and vendors, for a total community benefit in excess of \$325,000.

Covid Plan:

Please see our Covid plan, attached to this proposal. This has been created in accordance with best practices established by the sport's governing body, adjusted to meet the unique needs within Massachusetts and — of course — the communities of Wellfleet, Truro and Provincetown. We fully expect the plan to be amended — with agreement of the permitting authorities — as public health conditions become clearer.

The Course:

The event begins with a bike ride, starting at Mayo Beach in Wellfleet (riders setting off at staggered times) with a course that follows paved roads through Wellfleet, Truro and Provincetown, then returns to South Truro for dismount on quiet Collins Road. From that point, racers — now spread apart after a 27-mile bike ride — embark on a combination run/swim effort (9 miles of running, 1.5 miles of swimming, across seven legs) through National Seashore land and unpaved roads in the “ponds area” on the back side of Wellfleet. The runners would follow existing footpaths and both dirt and paved roads. There will be no running on animal trails, dunes or posted fragile areas. All directional signs are temporarily planted with wire stakes and removed that same weekend.

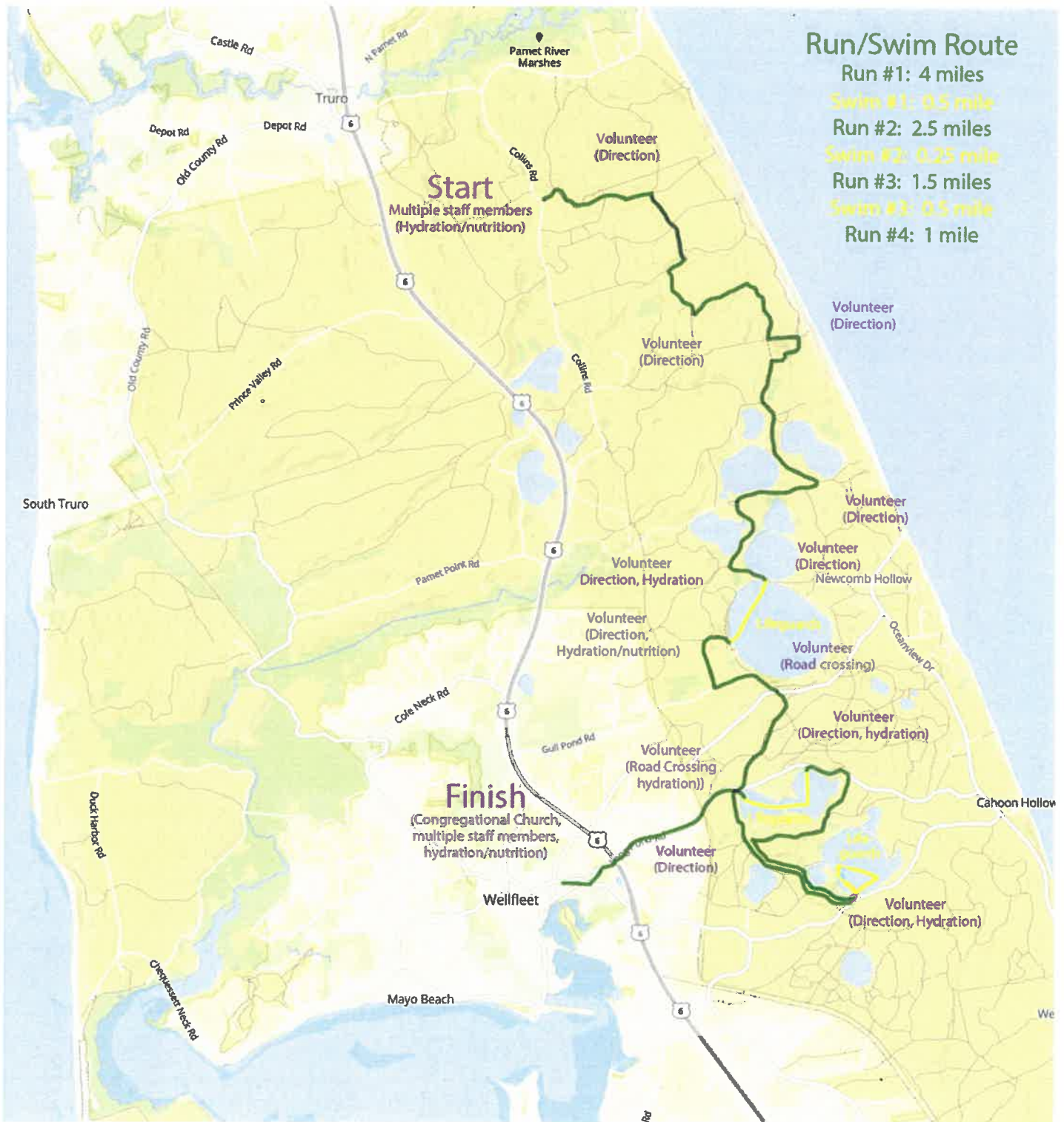
The following pages show maps outlining the likely courses. Our experience of the last event showed that route changes are likely as we consult with police and fire chiefs as well as the National Park Service in the weeks and months leading up to race day.

The participants “spread out” as the race continues. As we saw in 2019, rarely were any two athletes near each other on the course. No other people are allowed to accompany the participants in the Truro highlands and wooded areas.

Proposed Bike Course:



Proposed Run/Swim Course:



Operational Summary:

Event Type:	Triathlon: 27-mile bike, 1.5 miles total swim, 9-mile total run.
Event Location:	The race will begin at Wellfleet's Mayo Beach and end at the field across the road from the Wellfleet Elementary School.
Event Date:	Saturday, September 25, 2021
Time:	Start: 7am. All participants off course by 1pm.
Participants:	130 -145 triathletes — all of whom have proved their ability by having completed recent triathlons of a similar distance within set time limits.
Covid Preparation:	Please see attached plan
Setup/Cleanup:	<p>Setup will largely occur in the early morning hours: start/finish area, bike course (signs, traffic cones), run course (signs with wooden stakes to be placed in soft areas of the ground). Bike course signs would be placed during the day prior to the event, and then checked by our staff on race morning.</p> <p>For each of the three ponds which would host the swim courses, one vehicle per pond will access the landings in the morning to offload lifeguards, rescue equipment and race buoys. During the event those vehicles will remain parked in designated public parking locations.</p> <p>Cleanup of the course — including removal of all signs — will commence within minutes after the start of the race, with a "rolling" crew following the last participant.</p>
Stakeholders:	<p>The event team will thoroughly communicate and coordinate with these officials, stakeholders and interested parties, before and at the time of the event:</p> <ul style="list-style-type: none">National Seashore Superintendent's OfficeWellfleet Select BoardWellfleet Town AdministratorWellfleet Beach AdministratorWellfleet Police DepartmentWellfleet Fire DepartmentWellfleet Department of Public WorksWellfleet Conservation CommissionTruro Town ManagerTruro Police Department

Truro Fire Department
Provincetown Police Department

- Volunteers:** Volunteer organizations as well as local area athletes (not participating in the race) will make up the majority of the volunteer positions, with a 15-person New England Endurance staff handling supervisory roles. Most volunteers will be positioned at the start/finish and along paved areas of the course; some will be stationed in the watershed areas to ensure the racers are following the proper paths and roads.
- Road Conditions:** All roads used by the competitors will be open to traffic. The two short stretches of Route 6 that are part of the bike course will follow the flow of traffic and have orange road cones placed along the right solid white line just prior to the event. This will serve as a visual warning to motorists that there are cyclists traveling in the bicycle lane. The other roads used are secondary in nature with light vehicular traffic.
- Insurance:** The triathlon will be sanctioned through the USA Triathlon Association, the national governing body for organized triathlon competitions. The insurance coverage from this sanctioning provides comprehensive liability for landowners, participants, and named insureds including municipalities, and is the “gold standard” for triathlons nationwide. Additionally, New England Endurance Events will provide specific certificates of our comprehensive insurance coverage as required by government entities.
- Sanitary Plan:** Three portable restrooms will be provided for the athletes at the Mayo Beach parking lot on race morning. In addition two portable restrooms will be placed on Collins Road, where the bike leg ends and the run leg begins. They will be removed on the next business day.
- Recycling/Trash:** Trash & recycling bins will be brought in the morning of the event and removed at the conclusion. There are no feed zones or bottle discard zones along the bike course. For 2021, due to health concerns, there will be no water/food stations along the course; it will be up to each participant to bring their own nutrition/hydration. Still, there will be a volunteer and trash/recycle receptacles just prior to arrival of each of the three ponds.
- Course Marshals:** Trained volunteers will be placed throughout the course to guide the cyclists and assist police units as needed with pedestrian and traffic

control. A volunteer coordinator will be on-site at the registration area in the morning and will make course patrols throughout the day, providing relief when needed. Volunteers will be stationed at both the Black Pond and Schoolhouse Hill entrances to the Wellfleet pond area to halt possible entry onto the dirt roads by families or friends of the racers.

Signage Plan: Race directional signage made of heavy-duty coroplast and affixed to stakes will be placed to direct athletes along the bike course. "Pennant" signs with wire stakes will be used on the run course. No nails will be driven into trees. All signs will be removed immediately after the event.

Safety/Medical Plan: The safety director for the all New England Endurance Events, including this planned race, is Peter Rubel, a retired captain with the Town of Brewster Fire Department. Pete has a master's degree in emergency management from Massachusetts Maritime Academy. Alongside the race directors, Pete will work with the local fire chiefs and the CCNS Fire Crew to develop a plan to provide medical and safety coverage on-site and throughout the race course.

Lifeguards will also be stationed throughout the swim courses. The event will have at least one lifeguard for every 35 swimmers in the water at a time, in accordance with the *USA Triathlon* sanctioning rules and current *best practices* standards.

Communications: Radios will be used by on-site event staff, with the addition of cell phone communications as back-up. All volunteers will be given cell phone numbers for the staff and incident action cards. EMS will also be in contact with the race director and safety director by cell phone and radio at all times.

Support Designate: At time of presentation at the event to pick up needed materials before race start, each racer will declare a "support designate" over the age of 18 with their own vehicle. (Up to four racers may designate the same support person.) This individual will be ID'd and provided with a wristband coded to match that of the racer(s). The support designate will not be allowed to park a car at the Mayo Beach start/finish area nor to follow his/her competitor during the race, but may be allowed to travel to the turnaround parking lot at the Harbor Inn in Provincetown to cheer the competitors and provide nutrition, sunscreen, fresh clothing and other items. The support person — or

any families and friends of competitors — will not under any circumstances be permitted to enter non-paved roads into the Wellfleet Ponds Area at any time.

Parking Plan:

Racers will be directed to park at the First Congregational Church (permission for this has been granted by the Church's board). On race morning no competitor will be allowed to park at Mayo Beach. All participant vehicles will be directed to the church, from where they can ride their bicycles to the start. Town residents and vacationers (non-competitors) will be able to park, as they always do, in the Mayo Beach parking lot to visit neighboring businesses or to visit the beach, during the day.

Collins Road Plan:

The competitors will end their first leg of the race, the bike ride, on Collins Road in Truro at the trailhead located 0.7 miles from South Pamet Road and 1.5 miles from Rose Road/Route 6. At 60-90 minutes into the event the support designates will be allowed to enter Collins Road from the Rose Road/Route 6 entrance only (which will be clearly signed) and proceed north on Collins Road to an area just south of the trailhead where volunteers will direct the vehicles to park along the side of the road and wait for their racer to arrive. As the racers arrive, the support designate will be checked for identity and then handed their racer's bicycle to take away. They will then be directed to park their vehicle at the Congregational Church.

Swim/Run Notes:

Competitors first embark on a run through the highlands of South Truro, making their way south along established footpaths to Slough Pond Road. They will follow the road to Black Pond Road and School House Hill Road to Gull Pond for the first swim, then run dirt and paved roads to Great and Long Ponds. Emerging from their final swim at Long Pond, they will run along Long Pond Road to Lawrence Road, where they will turn right and enter the field for the finish line. Due to health concerns, participants will not be allowed to loiter in the area and will be encouraged to walk to the Congregational Church to their cars.

Our promise:

We will do our utmost to make this event one which is thoroughly enjoyed by its participants with as little inconvenience as possible for Wellfleet's residents, National Seashore visitors, and those visiting the Outer Cape communities. Much like the annual Wellfleet Sprint Triathlon, this will be an event of which the participating towns should always be proud; one that enhances the character and spirit of the Outer Cape community.

We look forward to working with the towns of Wellfleet, Truro and Provincetown, the Cape Cod National Seashore, and all other partners and stakeholders. We welcome your input and suggestions.

Kathleen Walker
617-240-4805
kathleen@neeevents.com

Andy Scherding
508-246-6664
andy@neeevents.com

COVID GUIDELINES FOR THE WELFLEET-TRURO-PROVINCETOWN MULTI-STAGE TRIATHLON (KNOWN AS SOS CAPE COD)

The health and safety of our participants, volunteers and staff will be the most important criteria for New England Endurance Events in 2021.

For our three events in 2021 held to date, our team closely followed guidelines developed by the Commonwealth of Massachusetts, along with protocols established by the governing body for the sport: USA Triathlon. Those procedures include:

Masks/Face Coverings: Disposable masks will be made available to the participants to wear as needed before the starting horn. Also, before the event each participant will receive a neck gaiter to wear as needed during the event.

Pre-Race Meeting: To be held by Zoom one week prior to the event. Recordings will be available on social media during race week. Participants will be encouraged at the meeting — and through other communications and social media — to not travel to the event if they have had contact with a person who becomes COVID-positive or has traveled outside the United States, or if they feel ill in any way.

Registration and Packet Pick Up: There will be no race day registration. We will be providing a race packet pick-up the evening before the event, outside at the Elementary School in a socially distanced manner.

Sanitation: Portable restrooms will be rented by the event will be placed at least 6 feet from each other. Outside of the restrooms will be hand-sanitizing stations. All staff will be supplied with masks, gloves, and plentiful hand-washing supplies.

Medical Tent: Any participant who becomes ill will be escorted to Wellfleet or Truro EMS, which have been retained for the event at key locations.

Hydration: There will be no water stations on the race course. Participants are required to bring their own hydration. A filled water bottle will be given to each athlete at the end of the race.

Spectators: Staff will be instructed to warn that spectators (primarily, friends and families of the participants) shall not mingle with other spectators or participants. Fortunately, the start at Mayo Beach allows for social distancing, as well as the bike/run

exchange on Collins Road, and the newly relocated finish area in the park across from the Lawrence Road Elementary School.

Post-Race Refreshments: We will be limiting post-race food offerings to pre-packaged items that will be provided in the participants swag bags pre-race.

Awards Ceremony: There will be no post-race ceremony. Athletes will be mailed their awards. The after-event luncheon has also been cancelled.

Risk / Communications: The New England Endurance Events Team has completed the WHO's Risk Assessment for this event. Based on those results the race is considered in the (Very low/Low) Risk Category. Race managers will be following the state's guidelines and restrictions as they are released, and will consult with the event's permitting authorities as the race date approaches, right up to minutes before the start of the event.

#



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Noelle Scoullar, Executive Assistant

REQUESTED MEETING DATE: September 14, 2021

ITEM: Application to Serve

EXPLANATION: Ann Courtney has submitted her application to be reappointed to the Concert Committee. All paperwork is in order and the Chair has endorsed her reappointment.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: Applicant will be unable to participate on the Concert Committee as a voting member.

SUGGESTED ACTION: *Motion to appoint Ann Courtney to the Concert Committee for a three-year term expiring June 30, 2024.*

ATTACHMENTS:

- 1. Application to Serve; Chair’s comments

Truro

Application to Serve on a Board or Committee

Last Name Courtney

First Name Ann

Middle Initial M

Email Address



Phone Number



Address (Street)

7 High Ridge Rd

Address (City)

Truro

Address (State)

MA

Address (Zip Code)

02666

Mailing Address (Please indicate box number and zip code)

PO Box 29
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

Yes
 No

What Board/ Committee Are You Applying For?

Truro Concert Committee

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

I have served on this committee for 10 years. I also am the secretary

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 have served as an elected school committee member in Northampton MA 2000-2004
I have served on or chaired approximately 30

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.

Retired college Professor

committees in Higher Education and for the Int. Reading Association²

Signature *Jan M Country*

Date *8-19-2021*

Nicole Tudor

From: Pat Wheeler [REDACTED]
Sent: Friday, August 27, 2021 2:38 PM
To: Nicole Tudor
Subject: Re: Application to serve - Concert Committee (Reappointment)

Ann Courtney has reliably served on the Truro Concert Committee for several years. We benefit by her vast experience as a community volunteer, her skill in working with others and her working knowledge of local musical groups. She can be counted on to not only attend meetings but to perform the extras we need to run a smooth operation.

Patricia Wheeler Chair
Truro Concert Committee
Sent from my iPad

On Aug 26, 2021, at 1:42 PM, Nicole Tudor <ntudor@truro-ma.gov> wrote:

Hi Pat,

When you have a moment kindly respond to the application to serve from Ann Courtney for reappointment to the Concert Committee.

Thank you,

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

<image001.png>

<image002.png> <image003.png>

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<SMail Room 21082611510.pdf>

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**Truro Select Board
Tuesday, March 23, 2021
Remote Meeting**

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

Attending: Town Manager Darrin Tangeman; Assistant Town Manager Kelly Clark; Helen MacNeil-Ashton, Mary Abt, Nancy Kete, Robert Mason, Zachary Ment, and Harlen Howard

TRURO SELECT BOARD

Select Board Chair Robert Weinstein opened the Select Board Meeting at 5:00PM. He introduced the Board and guests to the meeting.

Public Comment

Select Board Clerk Areson spoke of the Provincetown Banner article from the week prior quoting the Truro Select Board Chair. The journalist didn't reflect that this was not the opinion of the entire Board. Clerk Areson wished to find a way to work more cooperatively with the Planning Board referenced in the article. Select Board Member Worthington agreed and spoke of concerns criticizing elected officials as it impacts the constituents.

Helen-MacNeil Ashton, Truro Resident, stated that there has been some progress with the Truro Historical Commission about establishing a Natives People's Committee. There will be a meeting the first week in April with the Commission to try and move this forward.

Public Hearings-None

Board Committee Commission Appointments

Interview and Appoint Nancy Kete to the Climate Action Committee

Nancy Kete addressed the Board with interest in serving on the Climate Action Committee and her past work with climate and energy related organizations.

Select Board Vice-Chair Reed moved to appoint Nancy Kete to the Climate Action Committee for a three-year term expiring June 30, 2022. Clerk Areson seconded the motion. Roll Call Vote: Stephanie Rein-Aye; Jan Worthington-Aye; Susan Areson-Aye; Kristen Reed-Aye; and Robert Weinstein-Aye. Motion Passes 5-0-0.

Staff Committee Updates

Board/Committee Report: Cemetery Commission and Cable and Internet Advisory Committee Chairs Robert Mason, Chair of the Cemetery Commission reported that he is the only active member of the Cemetery Commission. He has been the Commissioner for 24 years. He reported enthusiasm for the person who took out nomination papers to serve on the Commission. Truro has seven cemeteries and 5668 burials, with better than 90% of burials being cremations. He reported on their record keeping standards. There were 16 burials in 2020 and 10 lots were sold. The Commission has not had a formal meeting since 2020. He explained that in order for his

name to be added to the Ballot he has to acquire 20 signatures to which he would like a waiver after 24 years of serving. He said that his tours of the Cemeteries have been very popular and added that he will work with the next Commission member. The Chair thanked Mr. Mason and acknowledged his years of service to the town and continued years of service at his age. Vice-Chair Reed additionally thanked the Chair requesting a future Agenda item to assist in recruiting members for the Cemetery Commission.

Mary Abt, Cable Internet Advisory Committee Chair

Mary Abt, the Chair of the Cable and Internet Advisory Committee has been on hiatus for a year. She explained the history of her involvement and why people join this Committee. The Committee was not involved in the negotiations of the Comcast contract. She said that she could call a meeting to get the Advisory Board to exist in a new manner. Vice-Chair Reed asked to be invited when there is a meeting scheduled as she would like to encourage people to join. Clerk Areson asked about the number of vacancies remaining. Chair Abt said she has three members with only one vacancy. Clerk Areson felt that the charge needs to be revised. Select Board Member Rein commented on her time on the Committee and agreed that the Charge needs to be revisited. Chair Abt spoke of former members and their extraordinary efforts in discovering who is not served with Comcast cable in Truro.

Tabled Items-None

Select Board Action Items

Presentation from Cannabis Manufacturing Applicant and Appointment and Vote to Authorize Host Community Agreement Negotiating Team

Select Board Rein asked to recuse herself as she has a community agreement with the Town as a private citizen. Town Manger Tangeman explained the process with guidance that he be appointed to the negotiating team along with a Select Board Member to help develop a host community agreement. Harlen presented their proposal as business owners of The Hatchery. It is owned and operated by two locally owned and operated cannabis establishments (Piping Plover-Zachary Ment and Salty Farmers-Harlen Howard and Jonah Turner).

The location is 1 Noons Heights in Truro. The owner has agreed to lease 960 square feet of commercial space for the purpose of Marijuana cultivation and product manufacturing. Zoning allows for such of use of the property, with special permits with 1 permit being allowed for both a cultivator and manufacturer. The facility is not within 500 feet from each lot line of the subject lot of any public or private school (100.6 Zoning Bylaw).

Mr. Howard spoke of the timeline from the start of the host community agreement to the operations commencing. There will be a comprehensive security plan in place approved by the Truro Police department. Mr. Howard mentioned the measures that will be taken including hiring Truro residents. They project on having their first full year of operations by FY2024. Select Board Member Worthington asked for clarification on the location of the premises. It was explained that it will the same footprint of the existing building, with the addition of very tight security. Select Board Vice-Chair Reed suggested that they explain to the Board their experience in having host community agreements in other towns.

Mr. Howard and Mr. Ment agreed that there is a standardization of the required documentation and tremendous guidance from the State. Select Board Clerk Areson asked about the manufacturing equipment and the HVAC system and timeline of the community outreach. Mr. Ment explained the process for scheduling the community outreach meeting. Select Board Member Areson asked if there was a way to get input from the community prior to the host community agreement.

Vice-Chair Reed responded that the difference with this request, having sat on the prior host community agreement with a cultivation request, is that they are looking to operate in a commercial district as an isolated business not open to the public and is very different than cultivation as it relates to impact on the neighborhood. Select Board Member Worthington felt that one should engage the community before something should be sprung on them.

Mr. Ment proposed that they could negotiate a host agreement and have the execution of it contingent on the community outreach meeting. He further spoke to the process and guidelines that give opportunities for public input.

Mr. Harlen reported that the noise will be at a minimum, with the kitchen and a small room for making and packaging product. Vice-Chair Reed asked about their transportation plan for their product. It was reported that they will be using their own vehicle, but they are unable to share their plan publicly. The vehicle will be unmarked with two agents at all times with very strict tracking RFID protocols. The remaining safety protocols are set by the State with security cameras and perimeter alarms using electronic key fobs. Mr. Ment stated that he has 30 cameras continuously recording at his Wellfleet establishment.

Vice-Chair Reed asked about the cultivation component of their business and voiced interest in being a part of the negotiation team for the host agreement. There is one craft cultivator allowed in Truro and they would like to make their own specialized products. The applicants explained to the Chair how they came up with the name The Hatchery. The Chair spoke to issues that might arise with the name. They appreciated the feedback. Town Manager Tangeman spoke to the sequence of events, Attorney Silverstein will advise the Board on security and other issues that they had questions on.

Select Board Clerk Areson made a motion to appoint Town Manager Tangeman to the negotiating team for the Host Community Agreement with Harlen Howard, Jonah Turner and Zachary Ment doing business as The Hatchery. Roll Call Vote: Jan Worthington-Aye; Stephanie Rein-Aye; Susan Areson-Aye; Kristen Reed-Aye; and Robert Weinstein-Aye. Motion Passes: 5-0-0.

Review and Vote on Town Meeting Articles

The Chair asked to postpone the discussion on Articles that needed input from the Finance Committee or Town Counsel. Town Manager Tangeman anticipated that there would be feedback by the Charter Review Committee soon. The Finance Committee will be discussing the Articles at a future meeting. Assistant Town Manager Clark gave a rundown of the timeline of the Articles prior to their next meeting in April. Town Manager Tangeman would like to bring forward five Articles: 7, 8, 14, 18, and 19 he wished to discuss this evening. Articles 7 and 8 are customary Articles and he gave explanation of these customary financial articles. He requested that the Board consider them tonight.

Clerk Areson moved to recommend Article 7 on the Council on Aging Revolving Fund, Seconded by Vice-Chair Reed. Roll Call Vote: Stephanie Rein-Aye; Jan Worthington-Aye; Susan Areson-Aye; Kristen Reed-Aye; and Robert Weinstein-Aye. Motion Passes: 5-0-0.

Clerk Areson moved to recommend Article 8 Authorization to Expend funds in Anticipation of reimbursement for State Highway Assistant, Seconded by Stephanie Rein. Roll Call Vote: Stephanie Rein-Aye; Jan Worthington-Aye; Susan Areson-Aye; Kristen Reed-Aye; and Robert Weinstein-Aye. Motion Passes: 5-0-0.

Article 14 was next before them for review (Amend General Bylaws, Chapter 3 Municipal Single-Use Plastic Bottle Ban). Vice-Chair Reed noted that it also includes a commercial ban and stated she would recuse herself from the discussion. Clerk Areson felt that it would be best to approach this change to the town in stages. She felt that coming on the heels of an already hard year for businesses would not be a good idea. Town Manager Tangeman noted that they had options to remove the commercial component. Select Board Member Worthington agreed with the commercial ban removal at this time. Select Board Member Rein agreed to amending the article. The Chair felt that they should have input from the businesses. The Petitioner, Amy Wolff explained the intentions of the municipal single use plastic bottle ban.

There was a brief discussion on the language of the Article. Town Manager Tangeman stated that he is looking for specific language from the Select Board. There was a discussion on large events. Ms. Wolff spoke of the collaboration with other towns. Clerk Areson ask for clarification on where this proposal leaves the Select Board. It was agreed to have this item back on the Agenda for April 13th. The Chair brought up some events on Town property that had single use plastic bottles.

Article #35 was considered a duplicate Article. Article #18 allows for the raise of the room occupancy tax to 6%. The second Article #19 established an affordable housing fund and dedicate a percentage of it. This would provide a level of funding that could be allocated to the Affordable Housing Stabilization fund. Select Board Member Worthington asked where the numbers come from 4% to 6%. Vice-Chair Reed reiterated that the Finance Committee has not weighed in on this Article yet. It was explained to Clerk Areson that as a Stabilization Fund it would have to go to Town Meeting for appropriation. The Chair asked to defer these two articles to April 13th.

Town Manager Tangeman explained that in order to allocate 25% or more in Article 19 to the Affordable Housing Stabilization Fund, the room occupancy tax would need to be raised from 4% so that there was not a budget shortfall. It was noted that Provincetown has 6% already. Select Board Vice-Chair felt that the Finance Committee should weigh in on the topic.

Discussion of Multi-member Bodies Recruitment and Handbook

The Chair spoke of some edits for the document. Vice-Chair Reed explained that it is a working document and explained the workings of the document. Select Board Member Rein appreciated the work and efforts done on the document. Clerk Areson noted that she will add text regarding remote meetings. Chair Weinstein noted changes to page 6, 10, 16, and page 20. He thanked his colleagues or their work in this document.

Chair Weinstein said he would entertain a motion to accept the handbook with minor editorial changes. So moved Select Board Member Worthington. Select Board Member Rein seconded the motion. Roll Call Vote: Stephanie Rein-Aye; Jan Worthington-Aye; Susan Areson-Aye; Kristen Reed-Aye; and Robert Weinstein-Aye. Motion Passes: 5-0-0.

Select Board Member Areson spoke to the revised *Application to Serve*. The sub committee felt some of the questions were pertinent. Select Board Member Worthington asked about when someone applies to serve on the Select Board. Select Board Vice-Chair Reed felt that the current application needed to be upgraded to include information for online use.

Select Board Clerk Areson moved to approve the revised Application to Serve which will appear online and be available for print for anyone seeking to serve on an appointed Town Board or Committee. Select Board Vice-Chair Reed seconded the motion. Roll Call Vote: Stephanie Rein-Aye; Jan Worthington-Aye; Susan Areson-Aye; Kristen Reed-Aye; and Robert Weinstein-Aye. Motion Passes: 5-0-0.

Review and Approve Addition of Indigenous Land Acknowledgement at the Start of Town

Town Manager Tangeman spoke to the recommendations from Town Counsel. There was a change by Counsel regarding historic lands being ceded versus unceded lands. The Town Moderator spoke of concerns with the length of the meeting and the fact that it is also outdoors. She asked for more time to think about this request due to the request from others to read statements. Select Board Member Areson thought that someone from the Town was supposed to read the acknowledgment. Ellen Anthony agreed and felt it would be a more powerful statement coming from the Board. Amy Wolff encouraged the reading of the acknowledgment. Select Board Member Rein spoke of her support of the acknowledgment. Vice-Chair Reed asked to have the conversation on the next Select Board meeting Agenda. The Chair agreed, thanked the Moderator, and Town Counsel.

Meeting Proclamation for Women's History Month

Select Board Member Rein read the Women's History Month Proclamation into record. *The Chair asked for a motion to declare March Women's History month. Select Board Vice-Chair Reed so moved. Select Board Member Areson seconded the motion. Roll Call Vote: Stephanie Rein-Aye; Jan Worthington-Aye; Susan Areson-Aye; Kristen Reed-Aye; and Robert Weinstein-Aye. Motion Passes: 5-0-0.*

7. **CONSENT AGENDA**

- A. Review/Approve and Authorize Signature:
 - 1. *Curb Cut Applications: 60 Truro Center Road and 405 Shore Road*
- B. Review and Approve Housing Rehab Loan Subordination Requests
- C. Review and Approve Herring River Project Consent to File Permit Application
- D. Review and Approve 2021 Seasonal Business Licenses: Common Victualer License for Captain's Choice and Whitman House Restaurant; Common Victualer and Transient Vendor Licenses for Jams Too; and Hawker Peddler License Dave Lewis Ice Cream.
- E. Review and Approve 2021 Seasonal Alcohol Licensees: Avenue D, Beach Point Health and Swim Club, Blackfish Restaurant, Captain's Choice, Days Market and Deli, Fuller's Package, Highland Links Golf Course, Jams Too, Payomet Performing Arts Center, Salty Market, Terra Luna Restaurant, Top Mast Café, and Whitman House Restaurant
- F. Review and Approve ABCC 2021 Seasonal Alcohol Renewal Certificate
- G. Review and Approve Application to Serve-Christopher Clark, Shellfish Advisory Committee-Alternate to Full Member.
- H. Review and Approve Select Board Minutes: February 9, 2021

Vice-Chair Reed recused herself from voting on items for renewals of licenses. Chair Weinstein asked if three sections of Old County Road needed to be elevated. DPW Director Jarrod Cabral explained the project areas. The Select Board Chair asked about the grade conditions and sighted concerns with the impact of climate change on the area in question. DPW Director Cabral responded that the 100-year storm record events mark is provided. He mentioned the culvert repairs which will not have to be addressed again for 30 years because they will be based on modeling.

Select Board Member Rein had a correction in the June 9 minutes, page 7, changing "stall to staff". Select Board member Rein also asked about the ability for Avenue D to use the deck area. She went over the seating count versus the occupancy and asked for clarity. Town Manager Tangeman responded that he would get that information back to the Board. The Chair asked the Board if they wished to table the approval. Select Board member Worthington felt that would be wise.

Chair Weinstein asked that the Consent Agenda be approved with the removal of the approval of the alcohol license for Avenue D until clarification on the occupancy with a recusal by Vice-Chair Reed on the business license renewals (7E). So moved by Select Board Clerk Areson. Seconded by Select Board Member Worthington. Roll Call Vote: Stephanie Rein-Aye; Jan Worthington-Aye; Susan Areson-Aye; Kristen Reed-Aye; and Robert Weinstein-Aye. Motion Passes: 5-0-0.

Select Board Reports or Comments

Select Board Member Worthington spoke on her discussion the night prior with the Provincetown Select Board members. Beau Gribbin was appointed as Truro's Representative to the Provincetown Pier Corp. She reported that the Select Board in Provincetown will possibly place a moratorium in raising fees.

Select Board member Rein reported that there is a municipal opt-out for mosquito spraying, through the Division of Local Services Mass Department of Revenue. There needs to be a vote by the Board as well as an alternative management plan. Select Board member Rein asked that it be placed on a future agenda. Select Board Clerk Areson reported on the Cloverleaf Oversight Committee Meeting. Select Board Vice-Chair Reed heard from a constituent who asked the Board to draft a letter for the Barnstable County Commissioners to endorse an APCC campaign for 0% financing for septic upgrades and requested it be a future Agenda item. Select Board Chair spoke of the Article published in the Independent newspaper and attested to not speaking on behalf of the Board, he closed stating that going forward he would refrain from speaking freely with the press.

Town Manager Report

Town Manager Tangeman, commented on wanting to address the American Rescue Plan Act for the Town in which the town would only receive \$198,100 dollars. Truro being primarily second homeowners influences this low number compared to what the County will be receiving. A letter to the County requesting additional funds can be a future Agenda item to address the Covid impact to the Truro Community. A Doodle poll will be emailed for the upcoming Work Session for the discussion of Board, Committee, Commission consolidation and Meeting Length policy.

Select Board Clerk Areson discussed an idea for something that could go in the handbook on remote meetings, she also wished to make prior recommendations for meeting lengths.

Next Meeting Agenda

Town Manager Tangeman listed the next meeting Agenda items: Transfer of Aquaculture development, interview and appointment of Amy Rolnick, Lynne Williamson to the Truro Culture Council and interview for representation on the Barnstable Assembly of Delegates, Town Meeting updates, Climate Action Committee report, vote on more Town meeting Articles, discussion on the School committee report for the daycare discussion, review and approval of a one day entertainment license for Prom at Truro Vineyards. The Board briefly discussed whether this would proceed as a Consent Agenda item depending on how much information is provided to the Board for the event. Select Board member Rein asked that the letter for the Mosquito control be addressed. There was a brief discussion on moving forward with inviting the Planning Board. Vice-Chair Reed asked to have the APCC letter discussed at the next meeting if possible.

Adjournment

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

The meeting was adjourned at 7:56pm.

Respectfully submitted,

Nicole Tudor, Executive Assistant

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

Public Records material of 03/23/2021

1. Application to Serve Nancy Kete
2. Hatchery Presentation
3. 2021 ATM Warrant
4. Handbook-Truro Boards, Committees and Commissions
5. Online Application to Serve
6. Proclamation – Women’s History Month
7. Curb Cut- 60 Truro Center Rd
8. Curb Cut-405 Shore Rd
9. Mortgage Subordination
10. Herring River Consent for Permitting
11. Business Applications: Captain’s Choice, Jams Too, Whitman House Restaurant, Lewis Brother’s Ice Cream
12. ABCC Applications
13. Chief of Police Review
14. Seasonal Alcohol Licenses
15. Seasonal ABCC Certificate of Renewal
16. Application to Serve- Chris Clark
17. Draft 02/09/2021 Minutes

DRAFT

**Truro Select Board
Thursday, September 9, 2021
Truro Community Center, 7 Standish Way
In-person Meeting**

Select Board Members Attending: Robert Weinstein-Chair, Kristen Reed-Vice-Chair, Susan Areson-Clerk, Stephanie Rein, John Dundas

Regrets: None.

Attending: Town Manager Darrin Tangeman, Assistant Town Manager Kelly Clark, Police Chief Jamie Calise, Fire Chief Timothy Collins, Town Planner and Land Use Counsel Barbara Carboni, Meeting Facilitator Paul Wisotzky

TRURO SELECT BOARD WORK SESSION

Discussion on Draft FY22 Select Board Goals and Objectives

Select Board Chair Robert Weinstein opened the Select Board Meeting at 10:10 am. He announced that the Select Board met in Executive Session prior to this meeting and voted 5-0-0 to ratify the Memorandum of Agreement with the Truro Police Employee's Federation.

Chair Weinstein provided a brief overview on the goals and objectives process and turned the meeting over to Paul Wisotzky to facilitate. Facilitator Wisotzky provided a brief summary of the last meeting and outlined the tasks and schedule for the meeting.

Facilitator Wisotzky led the group through the values and results of the survey that the Board members and Town Manager Tangeman completed. The group agreed on a list of values that include: excellence, integrity, openness and transparency, collaboration, and sustainability.

The Board discussed definitions of the word "rural" and its relevance to the values, goals and objectives. Facilitator Wisotzky led the group through identifying a number of goals, sub-goals and objectives. The Board worked through the wording of each of these elements, identified deliverables, and identified timelines. Specific objectives discussed included an EMS analysis, classification and compensation study, cultural district information gathering, multi-member body charges, Local Comprehensive Plan process, and a joint meeting with other boards regarding housing initiatives.

Next Steps

Facilitator Wisotzky requested that Board members craft objectives based on the suggestions they made to bring back to the group. Facilitator Wisotzky, Town Manager Tangeman and Assistant Town Manager Clark agreed to meet to synthesize the progress from the Work Session and to present the progress at a subsequent Work Session.

The Board agreed to hold another Work Session on the Values and Fiscal Year 2022 Goals and Objectives on September 23, 2021 from 1 pm- 3 pm. The Public Hearing will be held on September 28, 2021 pending the Town Moderator's availability.

Adjournment

Select Board Chair Weinstein asked for a motion to adjourn. Clerk Areson moved to adjourn the Work Session at 2:17 pm. Select Board Vice-Chair Reed seconded the Motion. Motion Passes 5-0-0. The meeting adjourned at 2:18 pm.

Respectfully submitted,

Kelly Clark, Assistant Town Manager

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

Public Records material of 09/09/2021

1. Redlined version of Values and Fiscal Year 2020 Goals and Objectives based on August 6, 2021 Work Session
2. Worksheet of Values and Fiscal Year 2022 Goals and Objectives
3. Key Findings/ Summary of Select Board Survey