

Truro Select Board

Tuesday, August 27, 2019
Executive Session-4:00pm
Regular Meeting-5:00pm
Truro Town Hall - 24 Town Hall Road

EXECUTIVE SESSION: Move that the Select Board enter into Executive Session under MGL Chapter 30 Section 21 Paragraph 2 to conduct strategy sessions in preparation for negotiations with non-union personnel or contract negotiations with non-union personnel – Police Chief and Fire Chief and reconvene in Open Session.

1. PUBLIC COMMENT

- A. Open the Regular Meeting
- B. Public Comment Period The Commonwealth's Open Meeting Law limits any discussion by members of the Board of an issue raised to whether that issue should be placed on a future agenda
- 2. PUBLIC HEARINGS NONE
- 3. BOARD/COMMITTEE/COMMISSION APPOINTMENTS NONE
- 4. TABLED ITEMS NONE

5. SELECT BOARD ACTION

- A. Presentation on the 2019 Lower Cape Housing Institute
 Presenter: Andrea Aldana, Director of Housing Advocacy, Community Development Partnership
- B. Host Community Agreement
 - Presenter: Rae Ann Palmer, Town Manager/Attorney Katherine Laughman, Town Counsel
- C. Discussion of Meeting Schedule
 - Presenter: Rae Ann Palmer, Town Manager

6. CONSENT AGENDA

- A. Review/Approve and Authorize Signature:
 - 1. None
- B. Review and Approve Select Board Minutes-August 13, 2019
- 7. SELECT BOARD REPORTS/COMMENTS
- 8. TOWN MANAGER REPORT
- 9. NEXT MEETING AGENDA: September 10 and September 17





TOWN OF TRUROSelect Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Rae Ann Palmer, Town Manager

REQUESTED MEETING DATE: August 27, 2019

ITEM: Presentation on 2019 Lower Cape Housing Institute

EXPLANATION: Andrea Aldana, Director of Housing Advocacy, Community Development Partnership will present on the Lower Cape Community Housing Partnership, 2019 Lower Cape Housing Institute being held Wednesdays October 2nd- November 6th at the Eastham Public Library.

SUGGESTED ACTION: Presentation and discussion only. Action not required.

ATTACHMENTS:

1. Power Point Presentation

Agenda Item: 5A1





GOAL

Increase the capacity of towns to meet the housing needs of their residents.



A 3 - Part Community Based Strategy To:

- Build public support for affordable housing.
- Equip elected and appointed officials, business & community leaders and low income residents with the knowledge and skills to support the creation of more affordable housing.
- Train housing advocates to develop leadership, organizing and public speaking skills to effectively engage in public hearings and town meetings.







OUTCOMES

- Broad public support will exist for the development of affordable housing units
- Towns will implement changes in zoning by-laws that support affordable housing development
- There will be an increase in the number of affordable units to each town's Subsidized Housing Inventory
- Towns will utilize Community Preservation Act funding for affordable housing





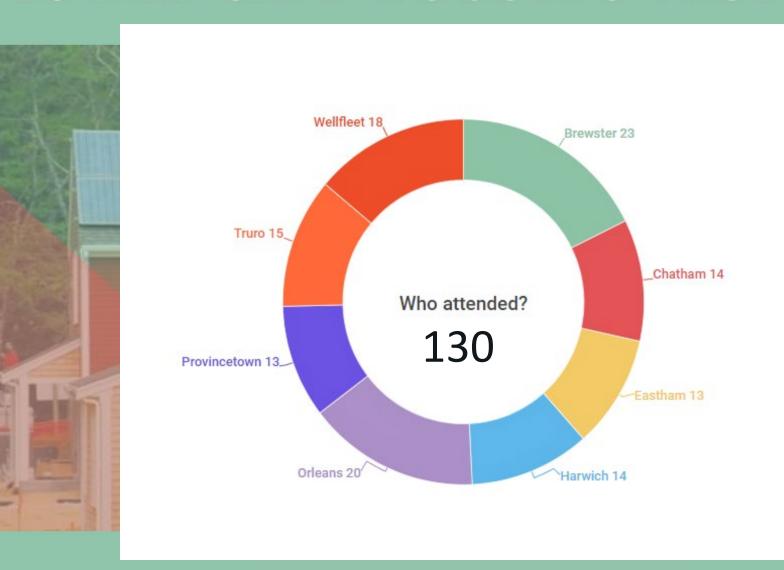














Who Has Attended?

WHO:

- Select Board, Planning &
 Zoning Board, Finance
 Committee, Community
 Preservation Committee,
 Housing Trust, Housing
 Committee, Housing Authority,
 Town Staff
- Architectural Review Board,
 Chatham 365 Task Force (if
 still active), Conservation
 Commission, Conservation
 Trust, Eastham Strategic
 Planning Committee, Historical
 Commission, Historic Business
 District Commission (mixed
 use), Open Space Committee
 Real Estate Committee



WHEN:

Wednesdays Oct 2nd - Nov 6th 6:30 pm - 8:30 pm

WHERE:

Eastham Public Library 190 Samoset Road





What's New?

- •Name: Lower Cape Housing Institute
- •Location: we will provide one Lower Cape Housing Institute in one location. This year's event will be held in the Eastham Public Library.
- •Choose your session: sessions will be available a la carte, sign up for 1 session, or all six!
- •Curriculum: redesigned to address the historical tension between housing and open space and the fact that all towns are engaged in development.
- •New eligible groups: Open Space Committee, Conservation Commission & Trust, Chatham 365 Task Force, Architectural Review Board.



Sessions

- October 2nd: The Lower Cape Housing Landscape
- October 9th: Municipal Planning for a Shared Community Vision
- October 16th: Setting Your Town Up for Success
- October 23rd: Zoning for Housing to Protect Open
 Space
- October 30th: Analyzing Optimal Locations
- November 6th: Crossing the Finish Line







REGISTER

CONTACT

- 1. Visit the Community Development Partnership at www.capecdp.org.
- 2. Click on Upcoming Events.
- 3. Choose a session.
- 4. Click on the Register Button or call Pelinda Deegan.

Andrea Aldana, Director of Housing Advocacy
Community Development Partnership

Phone: (508) 240-7873 x10 Email: andrea@capecdp.org

Pelinda Deegan, Housing Advocacy Program Manager Community Development Partnership

Phone: (508) 240-7873 x15 Email: pelinda@capecdp.org









Agenda Item: 5B

TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Rae Ann Palmer, Town Manager

REQUESTED MEETING DATE: August 27, 2019

ITEM: Host Community Agreement

EXPLANATION: To apply for licensing from the Cannabis Control Commission, a Cannabis business must first execute a Host Community Agreement (HCA) with the Municipality in which it intends to be located per MGL Chapter 94G §3. Select Board members Maureen Burgess and Robert Weinstein and I have worked with Town Counsel, Katie Laughman, to negotiate the terms of the HCA. The attached document is the result of phone conferences, meetings and negotiations with the High Dune Cooperative. There is one unresolved issue, the abutter distance for the mediation process in the event of problems with the operations. The Town proposed 600 feet, the Co Op prefers 300 feet for residential and 450 feet for commercial. Select Persons Burgess and Weinstein felt this should be discussed by the entire Select Board. Attorney Laughman will be at the meeting as will members of the High Dune Craft Cooperative.

IMPACT IF NOT APPROVED: Negotiations will continue, the Cooperative will not be able to apply for a license.

SUGGESTED ACTION: MOTION TO approve the Host Community Agreement with the High Dune Craft Cooperative <u>or</u>

MOTION TO approve the Host Community Agreement with the High Dune Craft Cooperative, as amended.

ATTACHMENTS:

1. Host Community Agreement

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TOWN OF TRURO AND HIGH DUNE CRAFT COOPERATIVE

HOST COMMUNITY AGREEMENT

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

This Host Community Agreement ("Agreement") is entered into this ____day of ____, 2019 (the "Effective Date") by and between High Dune Craft Cooperative, LLC, a Massachusetts, Limited Liability Company ("the Co-op"), with a principal place of business at 23 Old Bridge Road, Truro, MA 02666 and the following individual Co-op Members:

- 1. Longnook Artisan Growers, LLC, 12 Longnook Road, Truro, MA 02666;
- 2. Outer Cape Cannabis Connection, LLC, 15 Quail Ridge Road, Truro, MA 02666;
- 3. Out There Grown, LLC, 21 Holsberry Road, Truro, MA 02666; and
- 4. Pure Joy Farm, LLC, 23 Old Bridge Road, Truro, MA 02666 (the "Members");

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

RECITALS

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

- 1. Longnook Meadows Farm 12 Longnook Road, Truro;
- 2. Outer Cape Cannabis Connection, LLC 1 Noons Road, Truro;
- 3. Out There Grown 23 Old Bridge Road, Truro;
- 4. Pure Joy Farm, LLC 23 Old Bridge Road, Truro.

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

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

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

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

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

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

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

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

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

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

1. Representations and Warranties

The Parties respectively represent and warrant that:

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

2. Annual Payments

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

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A. Community Impact Fee

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

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

For sales between October 1 and March 31, payment shall be made on or before May 1; and For sales between April 1 and September 30, payment shall be made on or before November 1.

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

4. Six (6) months prior to the conclusion of the five (5) year term, the Parties shall meet to engage in a good-faith renegotiation of a new Community Impact Fee.

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

B. Additional Costs, Payments and Reimbursements

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

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this Agreement. In the event that any such payments are not fully made with ten (10) days of the date they are due; the Town shall provide the Co-op and/or its delinquent Members with written notice of such failure to make a timely payment. The Co-op and its Members shall have a ten (10) day period to cure such failure to make timely payment from the date of receipt of such notice. If the Co-op or its Members fail to make full payment within such cure period, the Co-op and its Members shall be required to pay the Town a late payment penalty equal to five percent (5%) of such required payments.

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

C. Annual Reporting for Host Community Impact Fees

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

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

3. Local Vendors and Employment

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To the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, the Co-op and its Members will make every effort in a legal and non-discriminatory manner to give priority to local businesses, suppliers, contractors, builders and vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the Co-op when such contractors and suppliers are properly qualified and price competitive and shall use good faith efforts to hire Town residents.

4. Local Taxes

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

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

5. Security and Safety

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

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

If requested, the Co-op and its Members shall implement a comprehensive diversion prevention plan to prevent diversion of medical marijuana and marijuana products into the illicit market and to minors,

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such plan to be in place prior to the Commencement of Operations. The Co-op and its Members shall present the diversion plan to the Police Department for its review and feedback and, to the extent required by the Police Department, work collaboratively to implement any reasonable changes, amendments or modifications to address local concerns.

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

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

6. Community Impact Concerns

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

In the event the Town receives three (3) or more written complaints from either abutters, owners of land directly opposite the Members' property on any public or private street or way, or abutters to the abutters within 600 feet of the property line of the Members' property representing separate households within a two-week period with respect to substantially the same type of negative impact (odor, noise, light or visual) in relation to any individual Member's operations, then the Parties agree that the following protocol may be followed:

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

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

7. Additional Obligations

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

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

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action against the Co-op and/or the Co-op for violation of the terms of said permits and approvals or said statutes, bylaws, and regulations.

8. Energy and Environmental Requirements

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

The Co-op shall report to the Select Board concerning its individual Member's energy use through by providing copies of each Member's annual energy bill.

9. Water Consumption

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

10. Waste Management Controls

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

11. Pest Management

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

12. Odor Control Technology

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

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13. <u>Limitations on Use</u>

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

14. Support

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

15. <u>Term</u>

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

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

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

16. Annual Reporting

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

17. Successors/Assigns

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The Co-op and its Members shall not assign, sublet, or otherwise transfer its rights nor delegate its obligations under this Agreement, in whole or in part, except by and with the written consent of the Town. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Any consent by the Town herein shall be at the sole discretion of the Select Board and shall not be unreasonably withheld. In exercising its discretion, the Town may require that the assignee, transferee, or successor entity submit all the relevant information as the Select Board deems necessary.

Events deemed an assignment include, without limitation: (i) Co-op's or its Members' final and adjudicated bankruptcy whether voluntary or involuntary; (ii) the Co-op's or its Members' takeover or merger by or with any other entity; (iii) the Co-op's or its Members' outright sale of assets and equity, majority stock sale to another organization or entity for which the Co-op or its Members do not maintain a controlling equity interest; (iv) any assignment for the benefit of creditors; and/or (vi) any other assignment not approved in advance in writing by the Town.

18. Notices

Any and all notices, consents, demands, requests, approvals or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, and shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service, or, if sent by private overnight or other delivery service, when deposited with such delivery service.

To Town: Town Manager, Town of Truro

24 Town Hall Rd. Truro, MA 02666

Copy to Town Counsel: John W. Giorgio

KP Law, P.C. 101 Arch Street, 12th Floor

Boston, MA 02110

To Co-op: Stephanie Rein

21 Holsberry Road Truro, MA 02666

wormvalley@hotmail.com

With a copy to: Michael C. Fee, Esq.

Pierce & Mandell, P.C. 11 Beacon Street, Ste. 800

Boston, MA 02108

mfee@piercemandell.cpm

To Members: Outer Cape Cannabis Connection, LLC

Attn: Craig Milan 15 Quail Ridge Road Truro, MA 02666

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outercapecc@gmail.com

Longnook Artisan Growers, LLC Attn: Peter Staaterman 12 Longnook Road Truro, MA 02666 pstaaterman@gmail.com

Pure Joy Farm, LLC Attn: Jessica Cook PO Box 545 23 Old Bridge Road Truro, MA 02666 jdrakecook@gmail.com

Out There Grown, LLC Attn: Arthur Bosworth, III 21 Holsbery Road Truro, MA 02666 Bozzer999@gmail.com

With a copy to:

Michael C. Fee, Esq. Pierce & Mandell, P.C. 11 Beacon Street, Ste. 800 Boston, MA 02108 mfee@piercemandell.com

19. Severability

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

20. Governing Law

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

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21. Entire Agreement

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

22. Amendments/Waiver

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

23. Headings

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

24. Counterparts

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

25. Signatures

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

26. No Joint Venture

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

27. Nullity

This Agreement shall be null and void in the event that the Co-op and its Members do not locate their operations in the Town or relocates operations out of the Town. Further, in the case of any relocation of operations out of the Town, the Co-op and its Members agree that an adjustment of Annual Payments due to the Town hereunder shall be calculated based upon the period of occupation of the Members

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within the Town, but in no event shall the Town be responsible for the return of any funds provided to it by the Co-op or its Members.

28. Indemnification

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

29. Third-Parties

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

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

TOWN OF TRURO:	THE CO-OP:
Jan Worthington, Select Board Chair	
Maureen Burgess, Select Board Vice-Chair	By:
Kristen Reed, Select Board Clerk	By:
Robert Weinstein, Select Board	THE MEMBERS:
Susan Areson, Select Board	Outer Cape Cannabis Connection, LLC
	By:
	Its:
	Longnook Artisan Growers, LLC
	By:
	Its:
	Out There Grown, LLC
	By:
	Its:
	Pure Joy Farm, LLC
	By:
	Its:

674619/TRUO/

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TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Rae Ann Palmer, Town Manager

REQUESTED MEETING DATE: August 27, 2019

ITEM: Discussion of Select Board Meeting Schedule

EXPLANATION: To discuss the Select Board meeting schedule for the remainder of the

calendar year and to determine the workshop schedule.

SUGGESTED ACTION: Motion to

ATTACHMENTS:

1. Select Board 2019 Meeting Schedule

Agenda Item: 5C1

Truro Select Board Meeting Schedule - 2019

HEARING/MEETING	Work Sessions
(Tues, unless otherwise noted)	(Location and Time TBD)
January 8	January 15
January 22	
February 12	February 19
February 26	
March 12	March 19
March 26	
April 9	April 16
April 23	
Annual Town Meeting - April 30	
Annual Town Election - May 14	
May 15 (Wed)	May 21
May 28	
June 11	June 18
June 25	
July 9	July-No Work Session
July 23	
August 13	August-No Work Session
August 27	
September 10	September 17
September 24	
October 8	October 15
October 22	
November 12	November-No Work Session
November 19	
December 10	December-No work Session
December 17	



TOWN OF TRURO

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

6. CONSENT AGENDA

- A. Review/Approve and Authorize Signature:
 - 1. None
- B. Review and Approve Select Board Minutes-August 13, 2019

DRAFT

Truro Select Board Meeting Tuesday, August 13, 2019 Truro Town Hall Selectmen's Chambers

Select Board Members Present: Janet Worthington, Chair; Susan Areson, Maureen Burgess,

Kristen Reed, Robert Weinstein

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

Chair Janet Worthington called meeting to order at 5:00 p.m.

PUBLIC COMMENT

Joan Holt informed the Select Board about Swedish student Greta Thunberg's efforts to combat global warming and the planned world-wide strike on September 20, 2019. She asked the Select Board to issue a proclamation declaring its support of the global action to save the planet.

PUBLIC HEARINGS

Salty Market, LLC -Change of ABCC License Classification

Chair Janet Worthington opened the public hearing.

Ellery Althaus and Attorney Ben Zehnder presented the request for a change of the ABCC Offpremise all-alcohol license classification from Annual to Seasonal for Salty Market, LLC, located at 2 Highland Road, North Truro. Ellery Althaus proposed closing from January 1st to April 1st since it has not been viable to remain open year-round. Select Board members expressed their regret upon hearing this.

Chair Worthington closed the public hearing for Salty Market at 5:08p.m. Robert Weinstein moved to approve the application for an amendment (Change of License Classification) for Salty Market, LLC from a retail off-premise Annual License to a retail off-premise Seasonal License and sign the ABCC Form 43 and the Amended Alcohol License. Kristen Reed seconded, and the motion carried 4-0.

Eversource Petition for Services to 19 Priest Road

Chair Worthington opened the public hearing for Eversource at 5:09 p.m. Jessica Elder presented the Eversource request to install a 40-foot pole on Priest Road to bring service to 19 Priest Road.

Chair Worthington closed the public hearing at 5:10 p.m.

Susan Areson moved to approve the Eversource petition to install a forty-foot pole on Priest Road for service to 19 Priest Road, and to authorize the Clerk to sign the Work Order and the Select Board to sign the Certificate of Hearing. Kristen Reed seconded, and the motion carried 4-0.

BOARD/COMMITTEE/COMMISSION APPOINTMENTS

Climate Change Committee

The Select Board interviewed five applicants for the newly formed Climate Change Committee. Rebecca Bruyn, Carol Harris, Joanne Hollander, Michael Holt, and Bob Higgins-Steele each

explained his/her interest in joining the Climate Change Committee and answered questions on measuring success, reducing the carbon footprint in Truro, the relationship of data generated information and decision making, and ideas a community wide action plan for Truro.

Janet Worthington said that Fred Gaechter, who was unable to attend the meeting, had also expressed his interest in joining the Climate Change Committee. Rebecca Bruyn had indicated she would like to serve as an alternate on the committee.

Susan Areson moved to appoint Carol Harris, Joanne Hollander, Michael Holt, Bob Higgins-Steele and Fred Gaechter as full members and Rebecca Bruyn as alternate member to the Climate Change Committee. Maureen Burgess seconded, and the motion carried 5-0.

Council on Aging Board

Katherine Black came forward to explain her interest in becoming a member of the Council on Aging Board. Her career had been in elder services, and she has been a volunteer at the COA as well as several other volunteer groups since she has retired to Truro.

Maureen Burgess moved to appoint Katherine Black to the Council on Aging Board as a full member with a term expiring on June 30, 2022. Robert Weinstein seconded, and the motion carried 5-0.

SELECT BOARD ACTION

Security Camera Procedures

Police Chief Jamie Calise discussed security camera procedures with the Board. The Town's security camera access system will be housed at the Police Department, he said. Any requests for viewing footage must be made in writing to the Police Chief's office and will generally be limited to investigation of crimes, regulatory enforcement matters and internal administrative matters. Administrative matters would deal with possible problems with employees, he said. The Detective Sergeant and Police Chief are the only authorized users of the system. They will establish an access log, Chief Calise said.

Susan Areson presented concerns from citizens regarding privacy and transparency. She said the Select Board determines what cameras are added or removed, and she asked how many are now in place. Town Manager Rae Ann Palmer said there are currently four cameras for DPW purposes, three at the Transfer Station, three at the Harbor, one outside the north side of Town Hall, one at the top of the stairwell inside Town Hall, none at the COA, Library or Beach Office, an unknown number at the Truro Elementary School, and standard issue at the Police Department. Susan Areson requested that there be signage for cameras. Ms. Palmer said she has requested signs for the Town Hall cameras. Camera footage at the Transfer Station is used for license recognition. Ms. Areson asked for names of employees who have had access to the surveillance cameras and confirmation that they no longer do. Ms. Palmer said that she, the DPW Foreman, Head Custodian, and IT Director had access. She can provide written confirmation of this. Susan Areson asked if the access log would be open to the public, but

Chief Calise said he would defer to Town Counsel for a determination. Town Clerk Cynthia Slade and Executive Assistant Noelle Scoullar are Public Records Officers, Ms. Palmer said. Chief Calise mentioned the 10-day window allowed for public records requests.

Maureen Burgess asked if the footage gets erased, and Ms. Palmer said it can be after 90 days. Chief Calise explained what is kept for longer periods and requests for extensions of time. The Board examined their Policy #51 on security cameras as Ms. Palmer read it out loud. She recommended that Town Counsel review the current policy. Chief Calise had a suggested amendment to the policy. Robert Weinstein suggested adding the Massachusetts General Law about privacy in public places. He recommended an amendment that anyone who wished to view the access log be required to follow all the steps for examining public records.

Audience member Marilyn Adams asked about cameras at the school and if the feed would go through the Police Department. Ms. Palmer said the school cameras were managed internally. She will discuss the cameras with the school officials. Ms. Adams suggested cameras at the Community Center as long as the Police Department is the only entity with access to the footage. Ms. Palmer stressed that the system is password protected.

Susan Areson had one more question about surveillance of those locking and unlocking Town Hall, but Ms. Palmer said that is not include in camera coverage.

Regan McCarthy had concerns about providing checks and balances for the IT system as well as a surveillance system. She said the IT person needs access to the system in case it goes down. The non-Police staff can handle non-criminal matters. She suggested that the IT director should be able to access the material. She cared about storage policy and protection of citizens, and she said signs should be posted where the cameras are, not just that cameras are in use in the building.

Janet Worthington expressed her reservations about so many cameras in Truro even though the times warrant it. She said people have a right to privacy and isn't sure about having cameras in every Town building. Chief Calise said he solves many cases using surveillance cameras that have captured criminal acts. They serve as useful tools for security and safety reasons. Ms. Palmer gave background reasons why certain cameras were installed. She shared research she had done through the FBI database on active shooter incidents around the country. Employees have expressed safety concerns, she said. Maureen Burgess asked about the role of the administrator of the camera system. The IT Director David Wennerberg has access to everything on Truro servers. Someone besides the Police Department needs to have access, Ms. Palmer said. Maureen Burgess discussed how storage of video works. Regan McCarthy returned to say that anyone who is filmed can have access legally. Truro uses a cloud-based system, and downloading film can be done through the parameters that the Town establishes. Regan McCarthy said checks and balances is technically practical.

Naomi Rorro expressed her confidence in the Police Chief, who, according to her, should have sole access to the computer system. Chief Calise said the IT Director is working on the transfer of the system to the Police Department. Kristen Reed suggested a confidentiality agreement for the IT Director. Ms. Palmer said the IT Director's role is not to look at footage, but to work on the technicalities of the system.

Ms. Palmer summarized that the Select Board will rework the camera policy, get Town Counsel to look at it, and add a confidentiality agreement. Robert Weinstein said to be sure private citizens are included by adding public safety to the three situations Chief Calise had outlined. Marilyn Adams asked about the time frame for getting everything in place. Chief Calise expects it will be before the school year begins. The principal, School Committee and superintendent are in charge of the school, but Ms. Palmer and Chief Calise will meet with them and bring the Select Board an update at the next meeting.

CONSENT AGENDA

- A. Review/Approve and Authorize Signature:
 - 1. Proclamation declaring September 8th-September 15th, 2019 "Suicide Prevention Awareness Week"
 - 2. One Day Alcohol License for Truro Historical Society
 - 3. One Day Entertainment License (Sunday) for Captain's Choice Restaurant
- B. Review and Approve Select Board Minutes: July 23, 2019
- C. MassWorks 2019 Infrastructure Grant Program Authorization

Bruce Boleyn asked for a date for the Captain's Choice Restaurant entertainment license. It is August 18 at 3-5 p.m. for a staff party with music, Rae Ann Palmer said.

Robert Weinstein moved to approve the Consent Agenda as printed. Maureen Burgess seconded, and the motion carried 5-0.

SELECT BOARD REPORTS/COMMENTS

All the Select Board members had attended the recent One Cape Summit and reported on the informative meeting which covered issues shared by all Barnstable County towns. Members noted: the "blue economy," reaching out to middle school and high school students to consider careers in marine science, the Coastal Planner Tour available at <u>capecodcoast.com</u>, and a featured visit to the aquaculture research hatchery in Dennis.

There were reports on other topics. Susan Areson reported that the U.S. Census is about to begin and will pay \$19 per hour for the door to door work. There will be an informational meeting on September 19, 2019 for those who want to learn more about the job opportunity. Kristen Reed said information is also available on the web at <u>usajobs</u>. Susan Areson commented on Wellfleet's initiative to eliminate bottled water from Town buildings and to provide a water filling station at their COA. Kristen Reed reminded citizens that the Walsh Property survey closes on August 15th. Janet Worthington said she had met with the Truro Part-Time Taxpayers

Association, who presented her with a number of their concerns. Cathy Haynes had asked her for a definition of "sustainability," so Ms. Worthington suggested that the Select Board form a vision statement of sustainability. She said there will be a September Housing Choice event for Truro and Provincetown on work force housing.

TOWN MANAGER'S REPORT

Rae Ann Palmer had also attended the One Cape Summit, sponsored by the Cape Cod Commission. They are planning a baseline carbon footprint for the entire Cape, she said. This should save money for the Town since Truro had considered doing its own. Ms. Palmer said that staff was looking for a date for an Emergency Management Storm Preparedness meeting as soon as possible. The September 24th meeting is for the Tax Classification Hearing, but a work session on September 10th in the afternoon could include the discussion of emergency preparedness along with Walsh Property planning.

Ms. Palmer reported on the real time buoy at Head of the Meadow, which has not yet been installed. The state grant for shark precautions has been spent. She gave preliminary follow up on this year's PanMass Challenge, which had done better this year. Janet Worthington concurred. Ms. Palmer said property values had been approved by the Division of Local Services. She reported a 2.5% increase in values, good news for the tax rate. New growth has helped balance expenditures and revenue. She gave updates on candidates and interview procedures for the COA Director and Town Planner positions. The Stop the Bleed kits a have remained undisturbed after some initial tampering. Finally, Ms. Palmer noted the public health announcement on the Town website with information on EEE and the West Nile viruses.

NEXT MEETING AGENDA

Town Manager Rae Ann Palmer said there was a need for an executive session at the August 27, 2019 meeting, which will begin at 4:00 p.m. The other agenda item for the regular meeting is the Host Community Agreement. Kristen Reed suggested that a representative from the Mass Cultural Council come to a future meeting to explain their application process.

ADJOURNMENT

Robert Weinstein moved to adjourn. Maureen Burgess seconded, and the motion carried 5-0. The meeting was adjourned at 6:50 p.m.

Respectfully submitted,

Mary Rogers, Secretary

Janet Worthington, Chair	Maureen Burgess, Vice-Chair
Susan Areson	Kristen Reed, Clerk

Public Records Material of 8/13/19

- 1. Application for Salty Dog change in ABCC license
- 2. Eversource petition for Priest Rd.
- 3. Application papers for Climate Change Committee candidates: Rebecca Bruyn, Carol Harris, Joanne Hollander, Michael Holt and Bob Higgins-Steele
- 4. Katherine Black's application to the Council on Aging
- 5. Proclamation declaring September 8th-September 15th, 2019 "Suicide Prevention Awareness Week"
- 6. One Day Alcohol License for Truro Historical Society
- 7. One Day Entertainment License (Sunday) for Captain's Choice Restaurant
- 8. MassWorks 2019 Infrastructure Grant Program Authorization