



Truro Board of Selectmen Meeting
Tuesday, September 26, 2017
Regular Board of Selectmen Meeting - 5:00pm
Truro Town Hall, 24 Town Hall Road

Fire Department Swearing In Ceremony for New Fire Department Member Sean Ferguson

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 MOVE FOR ACTION

- A. Beach Commission Discussion on Resident Only Parking Lot at Coast Guard Beach
Presenter: Beach Commission

5. BOARD OF SELECTMEN ACTION

- A. Discussion on Road Naming Policy
Presenter: Rae Ann Palmer, Town Manager
- B. Discussion of Year Round Condo Bylaw
Presenter: Paul Wisotzky, Chairman
- C. Review and Approve Board of Selectmen Meeting Schedule for 2018
Presenter: Paul Wisotzky, Chairman
- D. Review and Approve FY2018 Municipal Calendar
Presenter: Paul Wisotzky

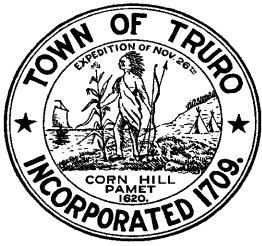
6. CONSENT AGENDA

- A. Review/Approve and Authorize Signature:
 - 1. *None*
- B. Review and Accept Preservation Restriction for Three Historic Buildings known as the Manuel Corey House, The Barn and The Cottage located at Truro Center for the Arts at Edgewood Farm, 3 Edgewood Way
- C. Review and Approve Board of Selectmen Minutes: September 12, 2017

7. SELECTMEN REPORTS AND TOWN MANAGER REPORT

8. SELECTMEN COMMENTS

9. NEXT MEETING AGENDA: Tuesday, October 10



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Eliza Harned, Chair, Beach Commission

REQUESTED MEETING DATE: September 26, 2017

TABLED ITEM: Beach Commission Discussion on Residents Only Parking at Coast Guard

EXPLANATION: The Beach Commission would like to request that Coast Guard Beach parking lot be reserved for residents only. The Commission requested that Coast Guard Beach become a residents-only beach at the June 14, 2016 Board of Selectmen meeting and then again at the July 11, 2017 meeting. As mentioned at that meeting, the Commission feels that this change would benefit town residents as they would have one lot dedicated solely to them. Anyone with a resident beach sticker would be able to park at the beach (if space allows), which would include both year round residents and part time resident taxpayers who have resident stickers. Walkers and bikers would also still be permitted to access Coast Guard Beach. The Commission chose Coast Guard Beach because it is the smallest Oceanside parking lot and parking there is sometimes difficult.

As requested by the Board of Selectmen, attached is a summary of Cape towns that have residents only parking lots or areas of lots that are for residents only.

FINANCIAL IMPACT (IF APPLICABLE): No known impact.

SUGGESTED ACTION: *Motion to approve/ disapprove designating Coast Guard Beach parking lot as a resident-only beach parking lot and adjusting the Beach Commission Rules and Regulations to reflect this change.*

ATTACHMENTS:

1. Resident Only Beach Parking Survey for Cape Cod
2. Information from Truro Beach Commission

Agenda Item : 4A1

Resident Only Beach Parking Cape Survey- September 2017

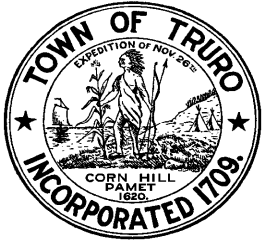
Town	# of resident only beach parking lots
Barnstable	7
Brewster	0
Chatham	1
Dennis	5
Eastham	1
Falmouth	5
Harwich	1
Mashpee	1
Orleans	0
Sandwich	0
Wellfleet	0
Yarmouth	1

From the Truro Beach Commission

The Truro Beach Commission has proposed to turn Coast Guard Beach parking lot into resident only parking.

1. It's a benefit to Truro seasonal and year- round residents any one who is eligible for a resident sticker can park.
2. It is Truro's smallest parking lot and has no lifeguards.
3. Non-resident pedestrians, bicycle and drop off access is still available.
4. Access to public parking unrestricted before 9am and after 4pm.
5. 6 other Cape Cod towns have some form of resident only parking.
6. It is no cost to the town.
7. Head of the Meadow is close by and is day pass as well as sticker beach parking with large parking lot.

Thank you for your consideration.



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Rae Ann Palmer, Town Manager

REQUESTED MEETING DATE: September 26, 2017

ITEM: Review of Board of Selectmen Policies

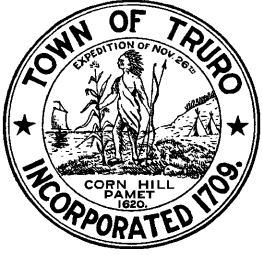
EXPLANATION: In accordance with the 2018 Goals and Objectives, the Board of Selectmen will review all Selectman's policies for updating, rescinding or affirming. At the July 25, 2017 meeting, you requested that Town Counsel review Policy # 12 *Road Naming Policy*.

Town Counsel reviewed Policy #12 and found it to be in agreement with Section 1-5-1 of the Town bylaws. There is also a Massachusetts General Law (G.L. c. 85, s. 3) that requires that road name changes of names in existence for more than 25 years must be approved by MassDOT. Policy #12 has been updated to reflect this Law.

SUGGESTED ACTION: *MOTION TO accept proposed revisions for Policy #12 Road Naming Policy.*

ATTACHMENTS:

1. Board of Selectmen Policy – Current and With Recommended Changes



TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

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

REVISED POLICY MEMORANDUM #12

Date: November 15, 1994

Subject: **ROAD NAMING POLICY**

Effective on the above date, the Town of Truro Board of Selectmen hereby adopts the following policy and procedure for designation of official names for roads and ways within the Town of Truro under the jurisdiction of the municipality:

1. Requests or petitions must be endorsed by the majority of property owners on the road, street or way in question. Petitioners shall secure a certified list of property owners with frontage on the road, street or way in question, and submit said certified list of property owners with evidence of endorsement and approval of the proposed name to the Board of Selectmen with any petition for a change of road, street or way name.
2. Petitioners shall submit a petition on an approved form to the Board of Selectmen with the following supporting documents:
 - a. certified list of road, street or way property owners;
 - b. evidence of support and endorsement of the proposed new name by a majority of property owners on said certified list of property owners;
 - c. a letter of support from the Truro Chief of Police; and
 - d. a letter of support from the Board of Assessors, specifically stating that the proposed name is not already in use.
3. Upon receipt of a completed petition with all supporting documentation of compliance with the requirements of this policy, and prior to Town Meeting action on the petition to change the road name, the Office of the Town Administrator shall notify all property owners on the road or way subject to the proposed name change that the matter will be considered at a specific Town Meeting, after which the Warrant with time and place, has been approved by the Board of Selectmen.
4. Upon Town Meeting approval of the new road, street or way name, the Office of the Town Administrator will as soon as possible notify all property owners and residents on the road or way, the Truro Department of Public Works, the Truro Police Department, and the New England Telephone company for the E-911 system, as well as any public or private entity that requires accurate street listings for public safety purposes.
5. The petitioner(s) of the Road Name Petition shall pay a non-refundable fee of \$75.00 to the Town of Truro with the completed petition and supporting documentation prior to the Town of Truro approving the petition for processing to finance the administrative costs of the Town

of Truro incurred in the Town Meeting and property owner notification processes.

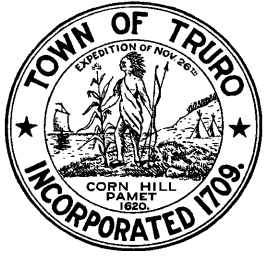
John Snow, Chairman

Robert J. Martin, Vice-Chairman

Lloyd F. Rose, Clerk

Ruth Jacobs

James T. Downey
Board of Selectmen
Town of Truro



TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

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

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of Truro incurred in the Town Meeting and property owner notification processes.

This policy is subject to M.G.L. c. 85, s. 3:

Section 3. When the name of any public way, place or section, or of any public park, is changed by the board or officer having jurisdiction thereof, if the name changed has been in use for twenty-five years or more, there shall be a right of appeal from such action to the department. Said appeal shall be taken within thirty days after such change, and shall be by petition of at least twenty-five inhabitants of the town in which such change has been made, requesting the reversal of such action. Notice of the filing of such petition shall forthwith be filed by the department in the office of the clerk of the town in which the change has been made, and upon the filing of such petition, a public hearing shall be given by said department, after such public notice as it shall determine, and unless the department shall approve of such change, the same shall be of no effect.

In accordance with M.G.L. c. 85, s.3, in the event that the requisite number of signatures are obtained on a petition, any name change for a name in existence for over twenty-five years would be subject to the approval of MassDOT (“the department”), after a public hearing.

Following name change approval, the Department of Public Works will erect an appropriate street sign specifying the new name at or near each point where the road joins another road or way.

Paul Wisotzky, Chair

Maureen Burgess, Vice-Chair

Robert Weinstein, Clerk

Janet W. Worthington

Jay Coburn

Board of Selectmen
Town of Truro



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Rae Ann Palmer, Town Manager

REQUESTED MEETING DATE: September 26, 2017

ITEM: Discussion of Year Round Condo By-law

EXPLANATION: This item was on the Board of Selectmen Agenda on September 12, 2017 at which time the Board requested that staff invite members from the Planning Board, Conservation Commission, Housing Authority, Zoning Board of Appeals, Board of Health and Water Resources Oversight Committee to this meeting to discuss the bylaw. Town Counsel Jonathan Silverstein will be in attendance.

Attached is the article that was presented to the 2015 Annual Town Meeting to amend the Zoning bylaws. The 2015 proposed bylaw amendment was prepared in response to a citizen petition to repeal the seasonal restriction on condominium use. The bylaw amendment outlined a process for converting existing condominiums to year round use by requiring a special permit from the Zoning Board of appeals to insure that the converted premises would comply with applicable provisions of the zoning, building, health and safety codes, as determined by the Building Commissioner and Board of Health, and applicable provisions of the Provincetown Water regulations.

SUGGESTED ACTION: *Motion to*

ATTACHMENTS:

1. Copy of the 2015 By-law.

Year-Round Multi-Family Bylaw – 2-2-15 Draft – For Conversion of Existing Cottage or Cabin Colony, Motor Court, Motel or Hotel Only

Article ____: To see if the Town will vote to amend the Truro Zoning Bylaw by adding a new Definition of “Dwelling, Multi-Family” in Section 10.4 as follows:

“Dwelling, Multi-family. Three or more dwelling units, attached, detached, or a combination thereof on a single lot.”

And further, to amend the Truro Zoning Bylaw Section 30.2 by adding “Multi-family Dwelling” in the Use Table under Residential Uses and by adding a new NOTES 13, as following:

RESIDENTIAL							
	R	BP	NT6A	TC	NTC	Rt6	S
Multi-family Dwelling (13)	N	SP	SP	N	SP	SP	N

NOTES

13. This use is further subject to the special regulations set forth in §40.3A, Conversion of Cottage or Cabin Colony, Motor Court, Motel or Hotel for Year Round Use and the Zoning Board of Appeals shall serve as the Special Permit granting authority.

And further, to amend the Truro Zoning Bylaw by adding a new Section 40.3A, as follows:

§ 40.3A. Conversion of Cottage or Cabin Colony, Motor Court, Motel or Hotel ~~and/or~~ for Year Round Use

A. Purpose. The Board of Appeals may grant a special permit for the conversion of a cottage colony, cabin colony, motor court, motel, or hotel to a multi-family dwelling use under any type of ownership, provided that the provisions of this section are met. For those properties which have received a Special Permit pursuant to §40.3 above, a new Special Permit will be required to allow for the year-round use of said property.

B. Requirements.

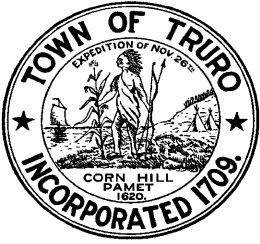
1. The converted premises shall comply with applicable provisions of the zoning, building, health and safety codes, as determined by the Building Commissioner and Board of Health and applicable provisions of the Provincetown Water regulations so as to provide for appropriate and adequate year round living.

2. Each converted unit shall comply with the parking requirements for single family dwellings as established in § 30.9, Parking, except that, where pre-existing structures under this section are unable to meet the current parking standards on their existing lots, the parking requirement may be met on a contiguous lot or on a lot directly across the street provided the following conditions are met:

a. The two lots must be in and remain in common ownership and not be

Year-Round Multi-Family Bylaw – 2-2-15 Draft – For Conversion of Existing Cottage or Cabin Colony, Motor Court, Motel or Hotel Only

- further divided.
- b. The two lots shall not be used for the purpose of increasing the size or the use of the pre-existing structure or property.
 - c. Other than parking, pre-existing structures, and septic systems allowed by the Truro Board of Health, the adjacent lot shall remain open space.
 - d. All conditions must be recorded at the Barnstable Registry of Deeds.
3. The density of units permitted on a lot shall be as follows:
 - a. Route 6A, North Truro Limited Business District; North Truro Center General Business District and Rout 6 General Business District: one unit per 3,000 sq ft.
 - b. Beach Point Limited Business District one unit per 2,100 sq ft.
 - c. Notwithstanding the restrictions of this section, no cottage colony, cabin colony, motor court, motel, or hotel which existed on January 1, 1987 shall be required to reduce its then existing number of units if or when it converts to multi-unit dwelling or non-dwelling use so long as it complies with all other requirements of this bylaw.
 4. The granting of a Special Permit hereunder shall be consistent with the provisions of Section 30.8."



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Rae Ann Palmer, Town Manager

REQUESTED MEETING DATE: September 26, 2017

ITEM: Review and approve the Board of Selectmen Meeting Dates for calendar year 2018

EXPLANATION: Attached for your review and consideration is the 2018 Board of Selectmen Regular Meeting Dates and Work Session Meeting dates. The dates are consistent with the policy of meeting on the second and fourth Tuesday of the month with adjustments for Town Meeting, Annual Election and the Christmas holiday.

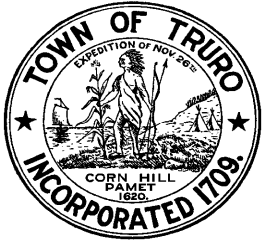
SUGGESTED ACTION: *Motion to approve the Board of Selectmen meeting dates for calendar year 2018.*

ATTACHMENTS:

1. Board of Selectmen Meeting Dates for 2018

Truro Board of Selectmen Meeting Schedule - 2018

<u>HEARING/MEETING</u> (Tues, unless otherwise noted)	<u>Work Sessions</u> (Location and Time TBD)
January 9	January 16
January 23	
February 13	February 20
February 27	
March 13	March 20
March 27	
April 10	April 17
Annual Town Meeting - April 24	
Annual Town Election - May 8	
May 9 (Wed)	May 15
May 22	
June 12	June 19
June 26	
July 10	July-No Work Session
July 24	
August 14	August-No Work Session
August 28	
September 11	September 18
September 25	
October 9	October 16
October 23	
November 13	November 7
November 27	
December 11	December-No work Session
December 18	



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Rae Ann Palmer, Town Manager

REQUESTED MEETING DATE: September 26, 2017

ITEM: Review, approve and comment on the Municipal Calendar for Annual Town Meeting 2018 and Fiscal Year 2019 Budget Preparation.

EXPLANATION: Attached for your review and consideration is the FY 2018 Municipal Calendar. The schedule has been shared with the Town Accountant, Town Clerk and Town Moderator. This schedule is before the Board of Selectmen for formal approval.

SUGGESTED ACTION: *Motion to approve the Board of Selectmen Municipal Calendar meeting dates for Annual Town Meeting 2018 and fiscal year 2019 budget preparation.*

ATTACHMENTS:

1. Proposed Municipal Calendar



TOWN OF TRURO

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

September 26, 2017

To: Board of Selectmen
Department Heads
Chairs of Boards, Committees and Commissions
Town Moderator
Finance Committee

From: Rae Ann Palmer, Town Manager

Re: Annual Municipal Calendar for 2018 ATM and Fiscal Year 2019 Budget Preparation

The Board of Selectmen has consented to the following Municipal Calendar for the 2018 Annual Town Meeting and the Fiscal 2019 Budget Preparation. The calendar provides you with the upcoming deadlines for meetings, budget and CIP requirements, Annual Town Report requirements, Town Meeting and Elections. The 2018 Annual Town Meeting will be held on Tuesday, April 24, 2018.

Sept 26, 2017 Board of Selectmen and Finance Committee preliminary discussion on FY2019 budget and fiscal planning parameters

Oct 10, 2017 Finalize Board of Selectmen Budget Message

Oct 11, 2017 Budget Meeting with Department Heads

Oct 13, 2017 Distribution of budget worksheets

Nov 1, 2017 CPC deadline for application for possible funding at the 2018 ATM

Oct 16, 2017 Department Heads and Board/Committee/Commission Chairs meeting to discuss the FY2019 Operating Budget and Capital Improvement Plan. 10:00AM - Truro Public Safety Building Training Room

Nov 17, 2017 All budgets and CIP requests must be turned into the Town Manager and the Town Accountant by noon.

Dec 18, 2017 Budget Task Force Meetings Begin

Agenda Item: 5D1

- Jan 9, 2018** Board of Selectmen review of budget and CIP and submit to Finance Committee (*Per Truro Charter – on or before January 15*)
- Jan 23, 2018** Board of Selectmen vote to open the Warrant for the 2018 Annual Town Meeting, effective January 23, 2018
- Jan 24, 2018** **Annual Town Meeting Warrant Opens**
- Jan 26, 2018** **All Annual Town Reports must be submitted electronically** to Nicole Tudor (ntudor@truro-ma.gov) or Noelle Scoullar (nscoullar@truro-ma.gov)
- Feb 9, 2018** **Deadline for Money Articles**
- Feb 13, 2018** Draft FY2019 Town and School Budgets, CIP presented to the Board of Selectmen and Finance Committee
- Mar 13, 2018** **Annual Town Meeting Warrant Closes/Last day for Petitioned Articles at 4:00pm**
- Mar 13, 2018** FY2019 “final” Budget and CIP and draft Warrant presented to Board of Selectmen for review and approval
- Mar 20, 2018** **Last day to file nomination papers with the Registrar**
- Mar 27, 2018** Last day for Finance Committee to submit letter to voters on FY2019 Budget/CIP for including in the Town Meeting Warrant
- Mar 27, 2018** Final Board of Selectmen review and approval of warrant and last day for Board of Selectmen letter to voters on FY2019 Budget/CIP, etc., for inclusion in the Town Meeting Warrant
- Mar 30, 2018** **Warrant to the Printer**
- Apr 5, 2018** Last day to object or withdraw nomination papers
- Apr 6, 2018** **Post Warrant**
- Apr 10, 2018** Budget Public Hearing, Pre-Town Meeting and Candidates Night
- Apr 24, 2018** **Annual Town Meeting, 6:00 pm Truro Central School**
- May 8, 2018** **Annual Town Election, 7:00 am – 8:00 pm Truro Community Center**



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

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

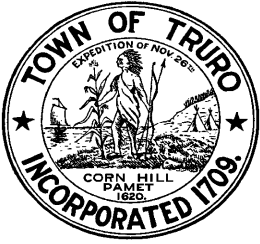
6. CONSENT AGENDA

A. Review/Approve and Authorize Signature:

I. None

B. Review and Accept Preservation Restriction for Three Historic Buildings known as the Manuel Corey House, The Barn and The Cottage located at Truro Center for the Arts at Edgewood Farm, 3 Edgewood Way

C. Review and Approve Board of Selectmen Minutes: September 12, 2017



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Rae Ann Palmer, Town Manager

REQUESTED MEETING DATE: September 26, 2017

ITEM: Review and Accept Preservation Restriction for Three Historic Buildings known as the Manuel Corey House, The Barn and The Cottage located at Truro Center for the Arts at Edgewood Farm, 3 Edgewood Way

EXPLANATION: Attached, prepared by Town Counsel, is a Historic Preservation Restriction on three historic buildings known as the Manuel Corey House, The Barn and The Cottage located at Truro Center for the Arts at Edgewood Farm, 3 Edgewood Way. The Preservation Restriction has been executed by the Grantors (Castle Hill) and now needs to be accepted by Truro Historical Commission and approved by the Board of Selectmen. Once completely executed, the Preservation Restriction will then need to be approved by Massachusetts Historical Commission before it can be recorded with the Barnstable County Registry of Deeds. The Historical Commission is meeting on Saturday, September 23 to review this item.

The Historic Preservation restriction is a required to enable the Truro Center for the Arts receipt of Truro Community Preservation Act Funds. They were awarded grants in 2016 and 2017 that are pending this restriction.

FINANCIAL SOURCE (IF APPLICABLE): Community Preservation funds.

IMPACT IF NOT APPROVED: Truro Center for the Arts at Castle Hill will not be able to accept funds from the Community Preservation for the Edgewood Farm historic restoration.

SUGGESTED ACTION: MOTION TO *accept the Preservation Restriction for Three Historic Buildings known as the Manuel Corey House, The Barn and The Cottage located at Truro Center for the Arts at Edgewood Farm, 3 Edgewood Way.*

ATTACHMENTS:

1. Preservation Restriction for Castle Hill at Edgewood Farm

PRESERVATION RESTRICTION AGREEMENT

**Between the Truro Center for the Arts at Castle Hill, Inc. and the
Town of Truro**

THIS PRESERVATION RESTRICTION AGREEMENT is made this ____ day of _____, 2017, by and between the Truro Center for the Arts at Castle Hill, Inc. a Massachusetts non-profit corporation ("Grantor"), having a mailing address of P.O. Box 756, Truro, Massachusetts 02666, and the Town of Truro, a Massachusetts municipal corporation acting by and through the Truro Historical Commission, pursuant to G.L. c. 40, § 8D, having an address of 24 Town Hall Road, Truro, Massachusetts 02666 ("Grantee" or the "Town").

WITNESSETH:

WHEREAS, Grantor is the owner of real property known as the Edgewood Farm, located at 3 Edgewood Way, Truro, Barnstable County, Massachusetts, shown as Lot 1 on a plan of land recorded with Barnstable County Registry of Deeds in Book 569, Page 44, a copy of which is attached hereto as Exhibit A, and described more particularly in a deed recorded with the Barnstable County Registry of Deeds in Book 29380, Page 47 and shown as Parcel 34 on Assessor's Map 51 (the "Parcel"), a portion of said Parcel including three historic buildings known as the Manuel Corey House, The Barn and The Cottage (the "Buildings") constitute the "Property," and are described more particularly below and in Exhibit B, attached hereto and incorporated herein and

WHEREAS, Grantee is a municipality and is interested in the preservation and conservation of sites, buildings, and objects of local, state and national significance in the Town of Truro and is authorized to accept and hold preservation restrictions under the Massachusetts General Laws, Chapter 184, Sections 31, 32 and 33 (the "Act");

WHEREAS, the Massachusetts Historical Commission is a governmental body whose purposes include the preservation and protection of buildings, structures, vessels, real property, documents or artifacts that are listed or eligible for listing on the state register of historic places or have been determined by the Massachusetts Historical Commission to be significant in the history, archeology, architecture or culture of the Town; and

WHEREAS, the Town of Truro has designated the Truro Historical Commission to administer, manage, and enforce preservation agreements; and

WHEREAS, the Buildings are assembled in a grouping and situated on a portion of the Parcel shown on Exhibit B, which portion is referred to herein as the "Property." The Property stretches from Edgewood Way to the far property line, 10' from the Manuel Corey House on the north side and 10' from The Barn on the south side.

Constructed in 1898, the Manuel Corey House is a one-story wood-frame building. It consists of a full colonial-revival style Cape Cod house, five bays wide by two bays deep, with T-shaped one-story gabled additions attached to the east and west side elevations. Three gabled dormers rise from the north roof slope. It has a wood-shingled roof and exterior walls clad in clapboard.

The Barn (circa 1900) is a large two-story, side-gabled building with a one-story addition on its south elevation, built into a small slope east of the main house. A gabled dormer rises from the west roof slope. The front of the building has a steeply pitched wood-shingled roof, wood-shingled exterior walls. The historic elevations of The Barn are the west and north sides and are visible from the entrance road.

The Cottage is a one-story saltbox that stands between the Manuel Corey House and The Barn, slightly south. It has a wood-shingled roof and clapboard siding; and

WHEREAS, the Buildings' preservation values are documented in reports, drawings or photographs Exhibits C, D, and E (hereinafter, collectively "Baseline Documentation") incorporated herein by reference, which Baseline Documentation the parties agree provides an accurate representation of the Buildings as of the date of this Preservation Restriction Agreement; and

WHEREAS, the Baseline Documentation includes the following:

1. Property Description and Statement of Significance (Exhibit C)
2. Photographs (Exhibit D)
3. Architect's Drawings of the Building (Exhibit E)

And is maintained on file in the offices of Grantor and Grantee. In the event of any discrepancy between the two counterparts produced, the counterpart retained by Grantee shall control;

WHEREAS, Grantor is undertaking work to preserve the exterior of the Buildings, which renovation and rehabilitation will include the work set forth in Grantor's Application to the Truro Community Preservation Committee ("CPC") for Community Preservation Act funds (the "Work"), as set forth more particularly in the Grant Agreement between Grantor and Grantee (the "Grant Agreement"); and

WHEREAS, Grantor and Grantee recognize the architectural, historic, and cultural values (hereinafter "preservation values") and significance of the Buildings, and have the common purpose of preserving the aforesaid preservation values and significance of the Buildings; and

WHEREAS, the grant of a preservation restriction by Grantor to Grantee on the Buildings will assist in the preservation and maintenance of the Buildings and its architectural, historic and cultural features for the benefit of the people of the Town of Truro, the County of Barnstable, the Commonwealth of Massachusetts, and the United States of America; and

WHEREAS, to that end, Grantor desires to grant to Grantee, and Grantee desires to accept, a perpetual preservation restriction on the Buildings pursuant to the Act.

NOW, THEREFORE, in consideration of One Hundred Fifty Thousand Dollars (\$150,000.00), which funds are to be used for the rehabilitation, restoration, and preservation of the Buildings, as specified more particularly in the Grant Agreement, the receipt of which is hereby acknowledged, Grantor does hereby irrevocably grant and convey unto the Grantee a Preservation Restriction Agreement on the Buildings described in Exhibit B, all as set forth more particularly herein.

PURPOSE

1.1 Purpose. It is the purpose of this Preservation Restriction Agreement to ensure that the features and characteristics that embody the architectural, historic and cultural significance of the exterior of the Buildings will be retained and maintained substantially in their current condition and to prevent any use or change in the Property that will significantly impair or interfere with the Buildings' preservation values (the "Purpose").

1.2 Improvements. Grantor agrees to make the improvements to the Buildings exterior as set forth in the Grant Agreement in accordance with the terms of this Preservation Restriction Agreement.

GRANTOR'S COVENANTS

2.1 Covenant to Maintain. Grantor agrees at all times to maintain the exterior of the Buildings in as good structural condition and sound state of repair as that existing on the date of this Preservation Restriction Agreement and/or the completion of the Work and otherwise in the condition required by this Preservation Restriction Agreement, and shall comply with all federal, state and local laws, codes and bylaws applicable to the Property and/or the Buildings. Grantor's obligation to maintain shall require replacement, repair, reconstruction and where necessary replacement in kind by Grantor whenever necessary to preserve the Buildings in a good, sound and attractive condition and state of repair. Subject to the casualty provisions of paragraphs 6 and 7, this obligation to maintain shall require replacement, rebuilding, repair and reconstruction of the Buildings whenever necessary in accordance with The Secretary of Interior's Standards for The Treatment of Historical Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings (36 CFR 67), as these may be amended from time to time (hereinafter the "Secretary's Standards").

2.2. Prohibited Activities.

The following acts or uses are expressly forbidden on, over, or under the Property, except as otherwise conditioned in this paragraph:

- (a) The Buildings shall not be moved, demolished, removed or razed except as described in paragraphs 6 and 7;
- (b) No barrier shall be constructed, erected or allowed to grow on the Property which would impair the visibility from the street of the Property or the Buildings without the prior approval of the Grantee;

- (c) The dumping of ashes, trash, rubbish, or any other unsightly or offensive materials is prohibited on the Property;
- (d) No above ground utility transmission lines, except those reasonably necessary for the existing Buildings, may be created on the Property, subject to utility easements already recorded;
- (e) The Property shall not be divided or subdivided in law or in fact and the Property shall not be devised or conveyed except as a unit; and
- (f) No other buildings or structures, including camping accommodations, mobile homes or cell towers, shall be erected or placed on the Property hereafter except for temporary structures required for maintenance or rehabilitation of the Property, such as construction trailers.

GRANTOR'S CONDITIONAL RIGHTS

3.1 Conditional Rights Requiring Approval by Grantee. Without prior express written approval of the Grantee, which approval shall not be unreasonably withheld but which may be subject to such reasonable conditions as Grantee in its discretion may determine, Grantor shall not make any changes to the exterior of the Buildings, including additions to and the alteration, partial removal, construction, remodeling, or other physical or structural change to the façades of the Buildings, and any change in design, material or color thereof. Activities by Grantor to maintain the exterior of the Buildings, which are intended to be performed in accordance with paragraph 2.1, and which are minor in nature, shall not require Grantee's prior approval. For the purposes of this paragraph, the interpretation of what constitutes ordinary maintenance of a minor nature is governed by the Secretary's Standards, which are attached to this Preservation Restriction Agreement as Exhibit F and incorporated by reference. For purposes of this Preservation Restriction Agreement, the exterior of the Buildings shall be defined as all surfaces (including but not limited to walls, roofs, foundations, windows including sash and enforcements, doors, gutters, downspouts, and associated hardware and visible details) which are in contact with the exterior of the Buildings. Subject to this restriction are any activities, including construction or alteration of any internal structural features that act as support for external surfaces, construction or alteration or which may alter the exterior appearance of the Buildings or threaten the structural stability or integrity of the exterior of the Buildings. It is acknowledged that Grantee has approved the ADA improvements described in Exhibit G attached hereto. It is further agreed that if Grantor elects to heat, ventilate or air condition the Buildings for purposes of year round uses, necessary heating, ventilating and air conditioning Equipment may be located immediately adjacent to the Buildings, in a location that minimizes visibility from public streets, subject to reasonable review and comment by the Grantee.

3.2 Review of the Grantor's Request for Approval. Should Grantor wish to exercise the conditional rights set out or referred to in paragraph 3.1, Grantor shall submit to Grantee, for Grantee's approval, two copies of information (including plans, specifications and designs, where appropriate) identifying the proposed activity with reasonable specificity. In connection therewith, Grantor shall also submit to Grantee a timetable for the proposed activity sufficient to permit Grantee to monitor such activity. Within thirty (30) days of Grantee's receipt of any plan

or written request for approval hereunder, Grantee shall certify in writing that (a) it approves the plan or request, or (b) it disapproves the plan or request as submitted in which case Grantee shall provide Grantor with written suggestions for modification or a written explanation for Grantee's disapproval. Any failure by Grantee to act within thirty (30) days of receipt of Grantor's submission or resubmission of plans or requests shall be deemed to constitute approval by Grantee of the plan or request as submitted and to permit Grantor to undertake the proposed activity in accordance with the plan or request submitted, so long as Grantor's request contains notice that Grantee's failure to act within thirty (30) days of receipt shall constitute deemed approval.

3.3 Conditional Rights Requiring the Approval of the Massachusetts Historical Commission. The conduct of archaeological activities on the Property, including without limitation, survey, excavation and artifact retrieval, may occur only following the submission of an archaeological field investigation prepared by Grantor and approved in writing by the State Archeologist of the Massachusetts Historical Commission (G.L. Ch.9, Section 27C, 950 CMR 70.00)

STANDARDS FOR REVIEW

4. Secretary's Standards. Grantee shall apply the Secretary's Standards whenever (a) exercising any authority created by this Preservation Restriction Agreement to inspect the Property; (b) reviewing any construction, alteration, repair or maintenance; (c) reviewing casualty damage or (d) reconstructing or approving reconstruction of the Buildings following casualty damage.

Exclusions

Except as may be otherwise provided in Section 2.2, this Preservation Restriction Agreement shall not apply to : a) buildings, structures or others improvements now or hereafter located on the Property other than the Buildings; b) the interior of the Buildings; c) the uses made of the Property or any improvements now or hereafter located thereon; and d) the land located outside of the Buildings, and any walkways, drives, parking areas, landscaping or other physical features now or hereafter located thereon.

5. Grantors' Rights Not Requiring Further Approval by Grantee. Subject to the provisions of paragraphs 2.1, 2.2, and 3.1, the following rights, uses, and activities of or by Grantor on, over, or under the Property are permitted by this Preservation Restriction Agreement and by Grantee without further approval by Grantee:

- (a) The right to engage in all those acts and uses that: (i) are permitted by governmental statute or regulation; (ii) do not substantially impair the conservation and preservation values of the Property; and (iii) are not inconsistent with the Purpose of this Preservation Restriction Agreement.

- (b) Pursuant to the provisions of paragraph 2.1, the right to maintain and repair the Buildings strictly accordingly to the Secretary's Standards. As used in this subparagraph the right to maintain and repair shall mean the use by Grantor of in-kind materials and colors, applied with workmanship comparable to that which was used in the construction or application of those materials being repaired or maintained, for the purpose of retaining in good condition the appearance and construction of the Buildings. The right to maintain and repair as used in this subparagraph shall not include the right to make changes in appearance, materials, and workmanship from that existing prior to the maintenance and repair without the prior approval of Grantee in accordance with the provisions of paragraphs 3.1 and 3.2; and
- (c) The right to make changes of any kind to the interior of the Buildings provided such changes do not alter materially the appearance of the exterior of the Buildings in contravention of this Preservation Restriction Agreement.

CASUALTY DAMAGE OR DESTRUCTION; INSURANCE

6. Casualty Damage or Destruction. In the event that the Buildings or any part thereof shall be damaged or destroyed by fire, flood, windstorm, hurricane, earth movement or other casualty, Grantor shall notify Grantee in writing within fourteen (14) days of the damage or destruction, such notification including what, if any, emergency work has been completed. No repairs or reconstruction of any type other than temporary emergency work to prevent further damage to the Buildings and to protect public safety shall be undertaken by Grantor without Grantee's prior written approval of the work. Within ninety (90) days of the date of damage or destruction, if required by Grantee, Grantor at Grantor's expense shall submit to the Grantee a written report prepared by a qualified restoration architect and an engineer who are acceptable to the Grantee, which report shall include the following: (a) an assessment of the nature and extent of the damage; (b) a determination of the feasibility of the restoration of the Buildings and/or reconstruction of damaged or destroyed portions of the Buildings; and (c) a report of such restoration and/or reconstruction work necessary to return the Buildings to the condition existing at the date thereof.

7. Review after Casualty Damage or Destruction. If, after reviewing the report provided in paragraph 6 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 8, Grantor and Grantee agree that the Purpose of this Preservation Restriction Agreement will be served by such restoration/reconstruction, Grantor and Grantee shall establish a schedule under which Grantor shall complete the restoration/reconstruction of the Buildings in accordance with plans and specifications consented to by the parties to at least the total of the casualty insurance proceeds available to the Grantor.

If, after reviewing the report and assessing the availability of the insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 8, Grantor and Grantee agree that restoration/reconstruction of the Property is impractical or impossible, or agree that the Purpose of this Preservation Restriction Agreement would not be served by such restoration/reconstruction, Grantor may with prior written consent of Grantee, alter, demolish, remove or

raze the Buildings and/or construct new improvements on the Property. In such event, Grantor and Grantee may agree to extinguish this Preservation Restriction Agreement in accordance with the laws of the Commonwealth of Massachusetts and paragraph 21.1 hereof.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 8, Grantor and Grantee are unable to agree that the Purpose of this Preservation Restriction Agreement will or will not be served by such restoration/reconstruction, the matter may be referred by either party to binding arbitration and settled in accordance with the Commonwealth of Massachusetts arbitration statute then in effect, and all other applicable laws, rules, and regulations.

8. Insurance. Grantor shall keep the Property insured by an insurance company rated "A1" or better by Best's for the full replacement value against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death and property damage. Property damage insurance shall include change in condition and building ordinance coverage, in form and amount sufficient to replace fully the damaged Property and Buildings without cost or expense to Grantor or contribution or coinsurance from Grantor. Grantor shall deliver to Grantee, within ten (10) business days of Grantee's written request therefore, certificates of such insurance coverage. Provided, however, that whenever the Property is encumbered with a mortgage or deed of trust nothing contained in this paragraph shall jeopardize the prior claim, if any, of the mortgagee/lender to the insurance proceeds.

INDEMNIFICATION; TAXES

9. Indemnification. Grantor hereby agrees to pay, protect, indemnify, hold harmless and defend at its own cost and expense, Grantee, its agents, officials, employees and independent contractors from and against any and all claims, liabilities, expenses, costs, damages, losses and expenditures (including reasonable attorneys' fees and disbursements hereafter incurred) arising out of or in connection with injury to or death of any person on or about the Property; physical damage to the Property; the presence or release in, on, or about the Property, at any time, of any substance now or hereafter defined, listed or otherwise classified pursuant to any law, ordinance or regulation as a hazardous, toxic, polluting or contaminating substance; or other injury or damage occurring on or about the Property, unless such injury or damage is caused by Grantee or agent, official employee or contractor of Grantee. In the event that Grantor is required to indemnify Grantee pursuant to the terms of this paragraph, the amount of such indemnity until discharged shall constitute a lien on the Property with the same effect and priority as a mechanic's lien, provided, however, that nothing contained herein shall jeopardize the priority of any recorded first priority mortgage given in connection with a promissory note secured by the Property.

10. Taxes. Grantor shall pay all general taxes, special taxes, special assessments, water charges, sewer service charges, and other charges which may become a lien on the Property.

ADMINISTRATION AND ENFORCEMENT

11. Written Notice. Any notice Grantor or Grantee may desire or be required to give to the other party shall be in writing and shall be mailed postage prepaid return receipt requested, by registered or certified mail or by overnight courier, or hand delivered to the addresses set forth above or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when deposited with U.S. Postal Service or if sent by private overnight or other delivery service, when deposited with such delivery service. Each party may change its address set forth herein by a notice to such effect to the other party given pursuant hereto.

12. Evidence of Compliance. Upon request by Grantor, Grantee shall promptly furnish Grantor with certification that, to the best of Grantee's knowledge, Grantor is in compliance with the obligations of Grantor contained herein, or that otherwise evidences the status of this Preservation Restriction Agreement to the extent of the Grantee's knowledge thereof.

13. Inspection. With the consent of Grantor, representatives of Grantee shall be permitted at all reasonable times to inspect the exterior of the Buildings. Grantor covenants not to unreasonably withhold consent in determining dates and times for such inspections.

14. Grantee's Remedies. The rights hereby granted shall include the right to enforce this Preservation Restriction Agreement by appropriate legal proceedings and to institute suit(s) to enjoin any violation of the terms of this Preservation Restriction Agreement by ex parte, temporary, preliminary and or permanent injunction, including without limitation prohibitory and/or mandatory injunctive relief and to require the restoration of the Property and Buildings to the condition and appearance required under this Preservation Restriction Agreement (it being agreed that Grantee may have no adequate remedy at law), which rights shall be in addition to, and not in substitution of, all other legal and other equitable remedies available to Grantee to enforce Grantor's obligation hereunder. Except in the case of an emergency, Grantee agrees that no such enforcement actions will be taken unless (a) Grantee has sent written notice to Grantor, specifying Grantor's failure to comply with the terms of this Preservation Restriction Agreement, and (b) Grantor fails to cure the same within thirty (30) days from the date of the Grantee's notice, or, if such cure cannot reasonably be completed within said thirty (30) days, Grantor has commenced to cure said default within said thirty (30) day period and is pursuing said cure diligently to completion.

In the event Grantor is found to have violated any of Grantor's obligations, Grantor shall reimburse Grantee for any costs or expenses incurred in connection with Grantee's enforcement of the terms of this Preservation Restriction Agreement, including all reasonable court costs, and attorney's, architectural, engineering and expert witness fees, together with interest thereon at an interest rate two percent points (2%) higher than the prime lending rate.

Exercise by Grantee of one remedy hereunder shall not have the effect of waiving or limiting the use of any other remedy, and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

By its acceptance, Grantee does not undertake any liability or obligation relating to the condition of the Property or the Buildings, including with respect to compliance with hazardous materials or other environmental laws and regulations. Nothing herein shall impose upon the Grantee any affirmative obligation or liability relating to the condition of the Property or the Buildings.

15. Notice from Government Authorities. Grantor shall deliver to Grantee copies of any notice of violation or lien relating to the Property received by Grantor from any government authority within five (5) days of receipt by Grantor. Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with such notice or lien where compliance is required by law.

16. Notice of Proposed Sale. Grantor shall promptly notify Grantee in writing of any proposed sale of the Property and provide the opportunity for the Grantee to explain the terms of this Preservation Restriction Agreement to potential new owners prior to closing.

17. Liens. Any lien on the Property created pursuant to any paragraph of this Preservation Restriction Agreement may be confirmed by judgment and foreclosed by Grantee in the same manner as a mechanic's lien, provided, however, that no lien created pursuant to this Preservation Restriction Agreement shall jeopardize the priority of any recorded lien of mortgage or deed of trust given in connection with a promissory note secured by the Property.

BINDING EFFECT; ASSIGNMENT

18. Runs with the Land. Except as provided in paragraphs 7 and 21, the rights and obligations created or imposed by this Preservation Restriction Agreement shall be in effect in perpetuity and shall be deemed as a binding servitude upon the Property. This Preservation Restriction Agreement shall extend to and be binding upon Grantor and Grantee, their respective successors in interest and all persons hereafter claiming under or through Grantor or Grantee, and the words "Grantor" and "Grantee" when used herein shall include all such persons. Any right, title or interest herein granted to Grantee shall be deemed granted to each successor and assign of Grantee and each such following successor and assign thereof, and the word "Grantee" shall include all successors and assigns.

Anything contained herein to the contrary notwithstanding, an owner of the Property shall have no obligation pursuant to this instrument where such owner shall cease to have any ownership interest in the Property by reason of bona fide transfer. The restrictions, stipulations and covenants contained in this Preservation Restriction Agreement shall be inserted by Grantor, verbatim or by express reference, in any subsequent deed or other legal instrument by which Grantor divests itself of either the fee simple title to or any lesser estate in the Property or any part hereof, including by way of example but not limitation, a lease of all or a portion of the Property.

19. Assignment. Grantee may, at its discretion without prior notice to Grantor, convey, assign or transfer this Preservation Restriction Agreement to a unit of federal, state or local government or to a similar local, state or national organization that is a "qualified organization" under the

Act, as amended, whose purposes, inter alia, are to promote preservation of historical, cultural or architectural resources, provided that any such conveyance, assignment or transfer requires that the Purpose for which this Preservation Restriction Agreement was granted will continue to be carried out.

20. Recording and Effective Date. Grantee shall do and perform at its own cost all acts necessary to the prompt recording of this Preservation Restriction Agreement in the land records of Barnstable Registry of Deeds. Grantor and Grantee intend that the restrictions arising under this Preservation Restriction Agreement take effect on the day and year this instrument is executed by Grantor and Grantee.

EXTINGUISHMENT

21.1. Extinguishment. Grantor and Grantee hereby recognize that an unexpected change in conditions affecting the Property may make impossible the continued ownership or use of the Property for the Purpose of this Preservation Restriction Agreement and necessitate extinguishment of this Preservation Restriction Agreement. Such a change in conditions may include, but is not limited to, partial or total destruction of the Buildings resulting from casualty. Such an extinguishment must be the result of a judicial proceeding and shall meet the requirements of the Act for extinguishment.

21.2 Condemnation. If all or any part of the Buildings is taken under the power of eminent domain by public, corporate or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, Grantor and the Grantee shall join in appropriate proceedings at the time of such taking to recover the full value of the Buildings that is subject to the taking and all incidental and direct damages from the taking. All expenses reasonably incurred by Grantor and the Grantee in connection with such taking shall be paid out of the recovered proceeds. Such recovered proceeds shall be paid to Grantor.

INTERPRETATION

22. Interpretation. The following provisions shall govern the effectiveness, interpretation and duration of this Preservation Restriction Agreement:

- (a) Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of Property shall not apply in the construction or interpretation of this Preservation Restriction Agreement and this instrument shall be interpreted broadly to effect its Purpose and the transfer of rights and the restrictions on use herein contained.
- (b) This instrument is executed in two counterparts, one of which is to be retained by the Grantor and the other, after recording, to be retained by Grantee. In the event of any disparity between the counterparts produced, the recorded counterpart retained by the Grantee shall in all cases govern. Except as provided in the preceding sentence, each counterpart shall constitute the agreement of the parties.

- (c) This instrument is made pursuant to the Act, but the invalidity of such Act or any part thereof shall not affect the validity and enforceability of this Preservation Restriction Agreement according to its terms, it being the intent of the parties to agree and to bind themselves, their successors and assigns to each term of this instrument whether this instrument is enforceable by reason of statute, common law or private agreement either in existence now or at any time subsequent hereto.
- (d) Nothing contained herein shall be interpreted to authorize or permit Grantor to violate any ordinance or regulation relating to building materials, construction methods or use. In the event of any conflict between any such ordinance or regulation and the terms hereof Grantor promptly shall notify Grantee of such conflict and shall cooperate with Grantee and the applicable government entity to accommodate the purpose of both this Preservation Restriction Agreement and such ordinance or regulation.

AMENDMENT; SUBORDINATION

23. Amendment. If circumstances arise under which an amendment to or modification of this Preservation Restriction Agreement would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Preservation Restriction Agreement, provided that no amendment shall be made that will adversely affect the qualifications of this Preservation Restriction Agreement or the status of Grantee under the Act, or any applicable laws, including any other laws of the Commonwealth of Massachusetts. Any such amendment shall be consistent with the protection of the preservation values of the Property and the Purpose of this Preservation Restriction Agreement; shall not affect its perpetual duration; shall not permit residential development on the Property; shall not permit any private inurement to any person or entity; and shall not adversely impact the overall architectural, historic, natural habitat, and open space values protected by this Preservation Restriction Agreement. Any such amendment shall comply with the provisions of the Act and shall be recorded in the land records of the Barnstable County Registry of Deeds. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

24. Additional Changes. Grantor agrees to make such changes to this Preservation Restriction Agreement as are reasonably necessary to obtain the approval of the Massachusetts Historical Commission under Section 32 of Chapter 184 of the General Laws of the Commonwealth of Massachusetts.

25. Mortgage Subordination. Grantor represents and warrants to Grantee that the Property is not subject to any mortgages, liens, or leases prior in right to this Agreement. Grantor agrees not to enter into or permit other mortgages, liens or leases affecting the Property prior in right to this Preservation Restriction Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 15th
day of Sept., 2017.

GRANTOR:

Truro Center for the Arts at Castle Hill, Inc.

By: Elsa C. Tarantal
Name: Elsa C. Tarantal
Title: President

By: _____
Name:
Title: Treasurer

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

On this 15th day of Sept., 2017, before me, the undersigned Notary Public, personally appeared Elsa C. Tarantal, who proved to me through satisfactory evidence of identification, which was MA Driver's Lic., to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as President ~~and Treasurer~~ of the Truro Center for the Arts at Castle Hill, Inc.

Stacey A. White
Notary Public
My Commission Expires

588112v2/TRURO/0001

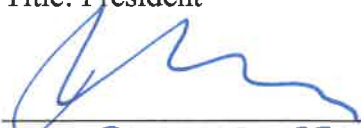


STACEY A. WHITE
Notary Public
Commonwealth of Massachusetts
My Commission Expires March 4, 2022

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 14th
day of September, 2017.

GRANTOR:
Truro Center for the Arts at Castle Hill, Inc.


By: _____
Name:
Title: President

By: 
Name: DAVID S. GRAYSON
Title: Treasurer

COMMONWEALTH OF MASSACHUSETTS

NASSAU, ss

On this 14 day of September, 2017, before me, the undersigned Notary Public, personally appeared David S. Grayson, who proved to me through satisfactory evidence of identification, which was Drivers License, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as President and Treasurer of the Truro Center for the Arts at Castle Hill, Inc.


Notary Public
My Commission Expires

588112v2/TRURO/0001

SHARON GAVIRIA
NOTARY PUBLIC-STATE OF NEW YORK
No. 01GA6171383
Qualified in Nassau County
My Commission Expires July 23, 2018

ACCEPTANCE OF PRESERVATION RESTRICTION

Acceptance of this Preservation Restriction Agreement by the Town of Truro, acting by and through its Historical Commission pursuant to the authority granted to the Historical Commission under G.L. c. 40, §8D, is acknowledged this ____ day of _____, 2017.

GRANTEE:

TOWN OF TRURO,
By its Historical Commission

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this ____ day of _____, 2017, before me, the undersigned Notary Public, personally appeared Matthew J. Kiefer, Charles Steinman, Helen McNeil-Ashton, Richard Larkin, and Fred Todd members of the Truro Historical Commission, as aforesaid, who proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose on behalf of the Town of Truro.

Notary Public
My Commission Expires:

APPROVAL OF PRESERVATION RESTRICTION

The Town of Truro, acting by and through its Board of Selectmen, hereby certifies that the foregoing Preservation Restriction Agreement has been approved pursuant to Massachusetts General Laws, Chapter 184, Section 32, on this _____ day of _____, 2017.

TOWN OF TRURO,
By its Board of Selectmen

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this ___ day of _____ 2017, before me, the undersigned notary public, personally appeared Paul Wisotzky, Maureen Burgess, Robert Weinstein, Jay Coburn, and Jan Worthington, members of the Town of Truro Board of Selectmen, as aforesaid, proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the proceeding or attached document and acknowledged to me that he/she signed it voluntarily for its stated purpose on behalf of the Town of Truro.

Notary Public
My Commission Expires:

APPROVAL BY THE MASSACHUSETTS HISTORICAL COMMISSION
COMMONWEALTH OF MASSACHUSETTS

The undersigned Executive Director and Clerk of the Massachusetts Historical Commission hereby certifies that the Foregoing Preservation Restriction Agreement to the Town of Truro, acting by and through the Truro Historical Commission, has been approved by the Massachusetts Historical Commission in the public interest pursuant to G.L. c. 184, §32.

MASSACHUSETTS HISTORICAL COMMISSION

By: _____
Brona Simon
Executive Director and Clerk
Massachusetts Historical Commission

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this ____ day of _____, 2017, before me, the undersigned Notary Public, personally appeared Brona Simon, Executive Director and Clerk of the Massachusetts Historical Commission, who proved to me through satisfactory evidence of identification, which was my personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose, on behalf of the Massachusetts Historical Commission.

Notary Public
My Commission Expires:

EXHIBIT B

THE PROPERTY

The Manuel Corey House, The Barn and The Cottage (the "Buildings") are assembled in a grouping on the shaded portion of the Parcel. The Property stretches from Edgewood Way to the far property line, 10' from the Manuel Corey House on the north side and 10' from The Barn on the south side (diagram following).

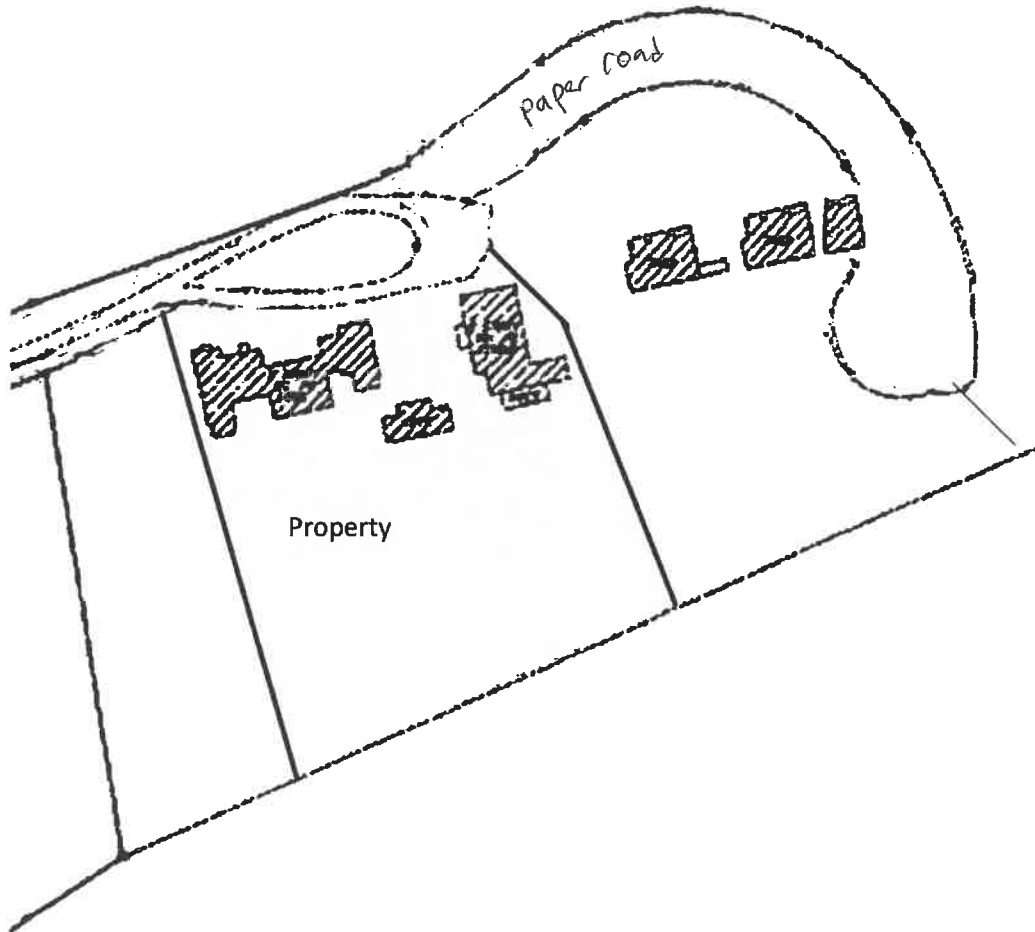


EXHIBIT C

The parcel is located on 3 Edgewood Way, off of Route 6 in Truro. The property is included on the Truro Historic Properties Survey of 2011 as well as the Inventory of Historic Assets of the Commonwealth of the Massachusetts Historical Commission (MHC) and the Massachusetts Cultural Resource Information System (MACRIS – TRU.732). The Edgewood Property – the Manuel Corey House and The Barn in particular – was included in *Cape Cod in the Sun*, a 1937 book by Samuel Chamberlain, about architectural gems of Cape Cod.

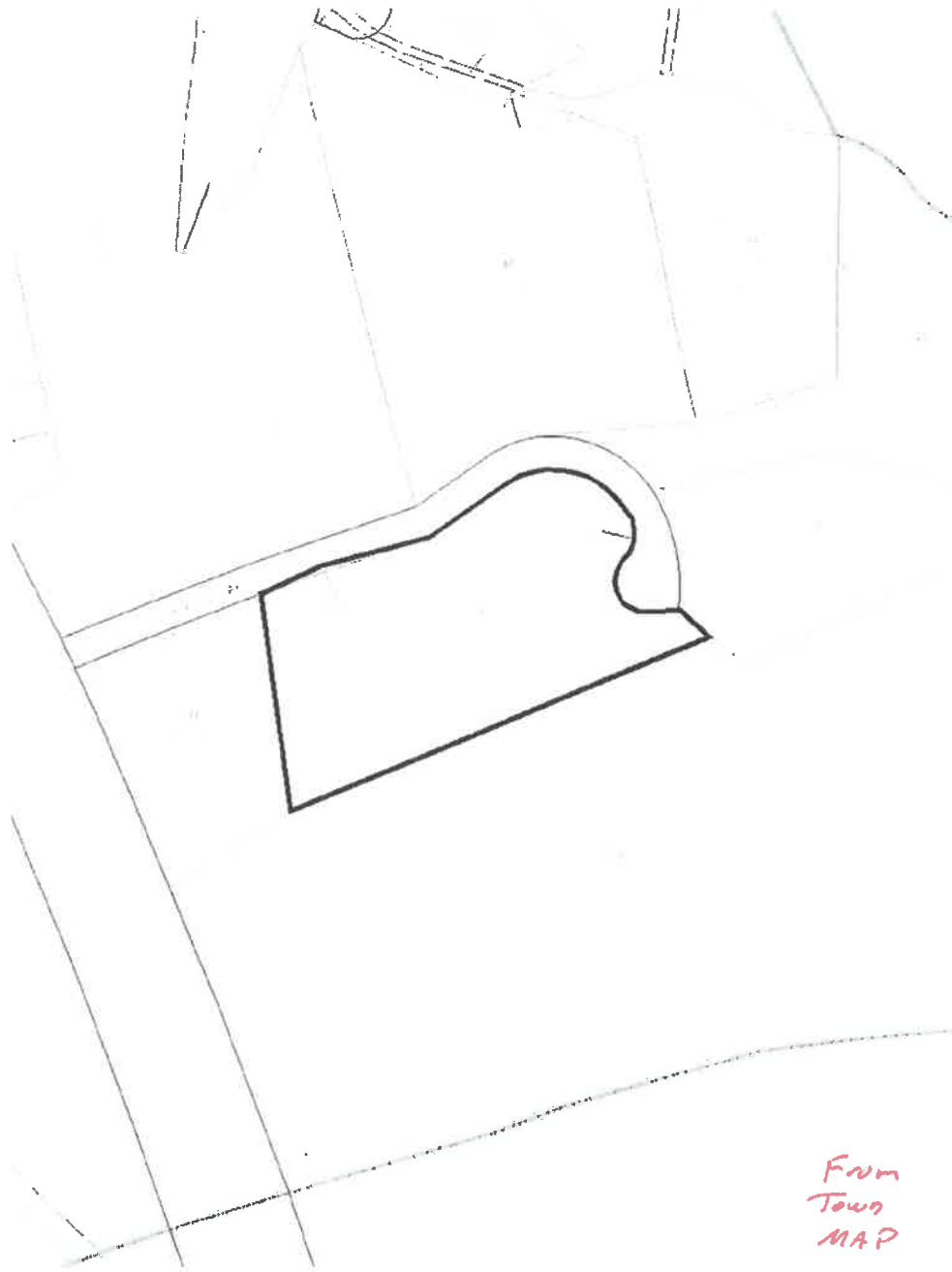


EXHIBIT D
Photographs



M Corey House Front



M Corey House Side 1



M Corey House Side 2



M Corey House Back a



M Corey House Back b



Barn Front



Barn Side 1



Barn Side 2



Barn Back



Cottage Front



Cottage Side 1

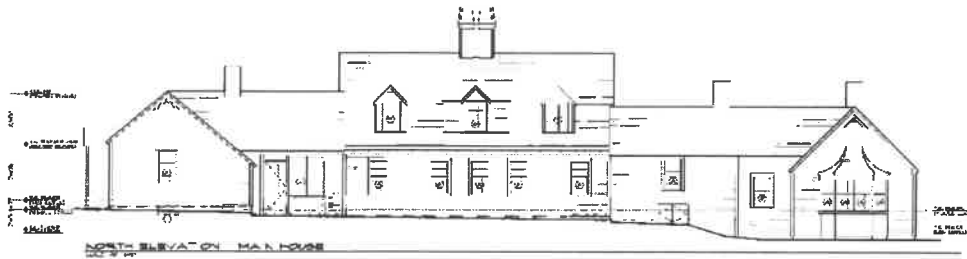


Cottage Side 2

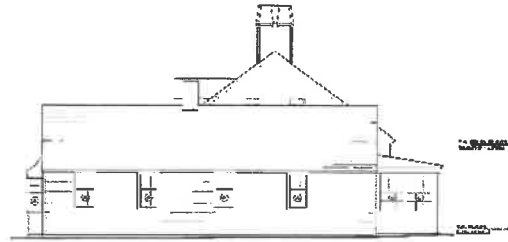


Cottage Back

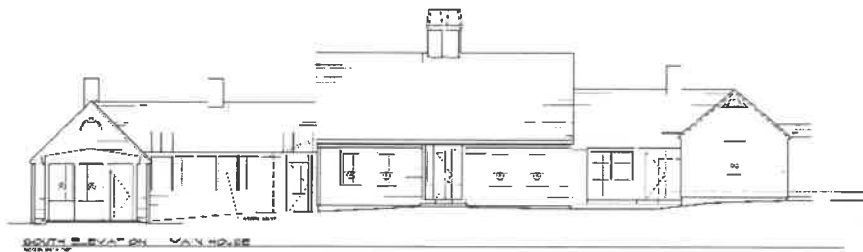
EXHIBIT E



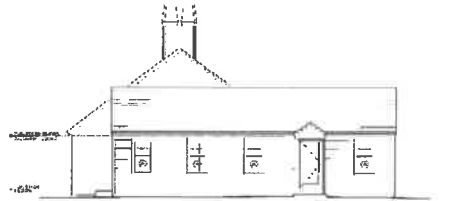
NORTH ELEVATION MAIN HOUSE



WEST ELEVATION MAIN HOUSE



SOUTH ELEVATION MAIN HOUSE



EAST ELEVATION MAIN HOUSE

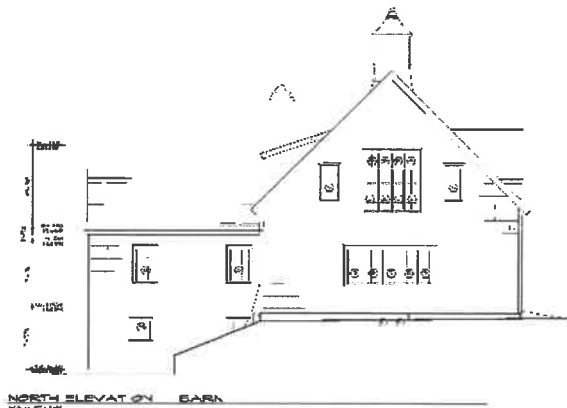
EDGEWOOD FARM
 TRADE CENTER FOR THE ARTS &
 CASE STUDY
 JAY A. HOROWITZ ARCHITECT
 1111 LEXINGTON AVENUE, SUITE 1000, NEW YORK, NY 10017
 TEL: 212 687 5000 FAX: 212 687 5001
 WWW: JAYHOROWITZ.COM

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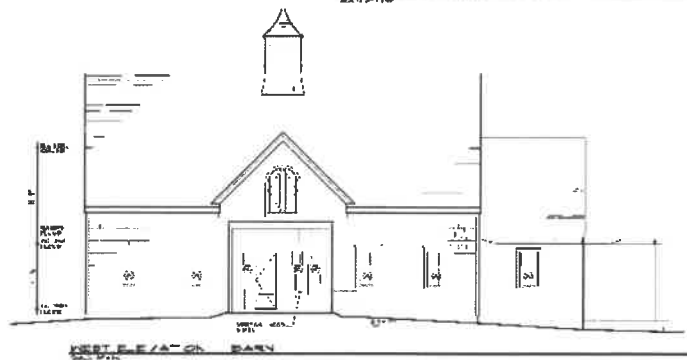


PARTIAL WEST ELEVATION- BARN
SCALE UP = 1/4"

MARCH 29, 2017
JAY J. HOROWITZ ARCHITECT
 28 STATE STREET, SUITE 200, BOSTON, MASSACHUSETTS 02109
 (617) 552-1100
EDGEWOOD FARM
 HOROWITZ & TERRY ARCHITECTS

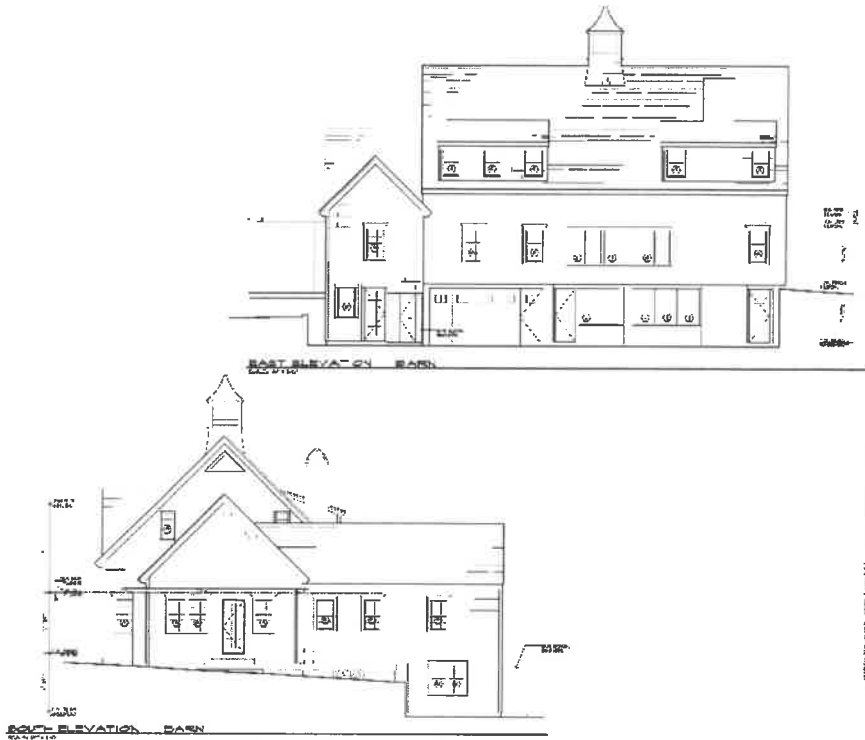


NORTH ELEVATION BARN



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WOODHOB FARM
 TRUSS CENTER FOR THE ARTS AT
 CASTLE HILL
 PROJECT NO. 10
 DATE 10/10/10
 ARCHITECT JAY J. HOROWITZ, ARCHITECT
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 WASHINGTON, DC 20004
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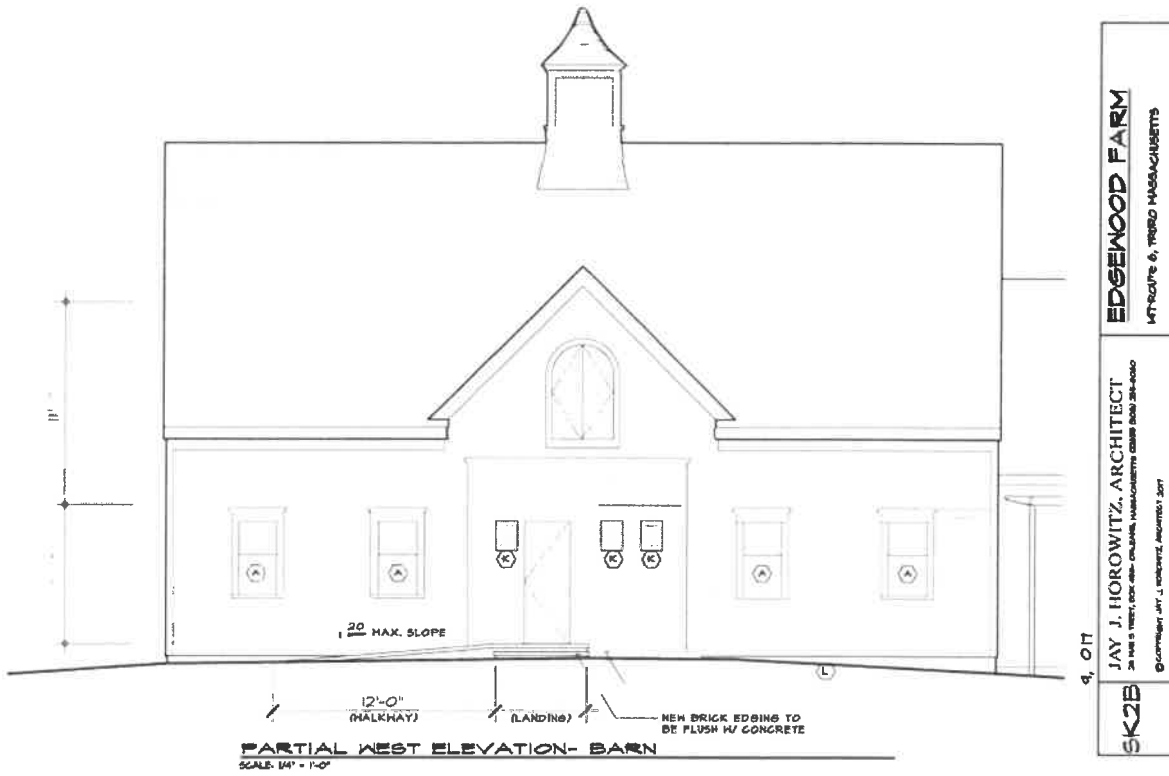
EXHIBIT F

The Secretary of the Interior's Standards for Rehabilitation

The Standards (Department of Interior regulations, 36 CFR 67) pertain to historic buildings of all materials, construction types, sizes, and occupancy and encompass the exterior and the interior, related landscape features and the building's site and environment as well as attached, adjacent, or related new construction. The Standards are to be applied to specific rehabilitation projects in a reasonable manner, taking into consideration economic and technical feasibility.

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

EXHIBIT G HANDICAP RAMP



DRAFT

**Truro Board of Selectmen Meeting
Selectmen's Room, Town Hall
Tuesday, September 12, 2017**

Members Present: Chair Paul Wisotzky; Maureen Burgess, Jay Coburn, Janet Worthington
Regrets: Robert Weinstein,
Present: Town Manager Rae Ann Palmer

Chair Paul Wisotzky called the meeting to order at 5:02 p.m.

PUBLIC COMMENT

Kevin Grunwald of the Truro Housing Authority spoke about the Cape Housing Institute, a newly formed partnership between the Community Development Partnership and Housing Assistance Corporation. Beginning in October, they will be offering a six-week training program for appointed and elected municipal staff and committee members to help them deal better with the issues of housing on the Cape. He was seeking more participants from Truro. Applications and more information are available on the CDP website. Jay Coburn added that more workshops will be scheduled for the general public.

Anne Greenbaum read into the public record a statement that reviewed the Truro Part Time Residents Association's perspective on their efforts to communicate with the Board of Selectmen, the timeline of their efforts, perceived discrepancies in agendas for Selectmen's meetings, exemption options besides a Residential Tax Exemption, meeting discussions that were held, and a review of the meetings. She concluded with the thought that everyone should learn from the experience and work together in the future.

PUBLIC HEARINGS

Chair Paul Wisotzky opened the public hearing for an application for a new Common Victualer (food) license received from Jennifer Edgar, Manager of Kindred Kitchen at Babe's Bakery, located at 63 Shore Rd, Truro, MA. Jennifer Edgar came forward to explain her plan for the Kindred Kitchen for a month this year.

Chair Paul Wisotzky closed the public hearing.

Jay Coburn moved to approve the Common Victualer license for Jennifer Edgar, Manager of Kindred Kitchen at Babe's Bakery, 63 Shore Rd., Truro, MA. Maureen Burgess seconded, and the motion carried 4-0.

TABLED ITEMS

A Beach Commission discussion on a Residents Only Parking Lot at Coast Guard Beach is planned for the September 26, 2017 meeting of the Board of Selectmen.

BOARD OF SELECTMEN ACTION

Introduction to Matrix Consulting Group

Town Manager Rae Ann Palmer gave the background of the shared services initiative with the Town of Provincetown. Jocelyn Mathiasen presented PowerPoint slides introducing what the Matrix program offers, feasibility assessment of service sharing, methodology on collecting data, break-

down into eight tasks, lists of Matrix studies, and the project team. There will be a follow-up presentation after the study has been done.

Review of Board of Selectmen Policies

Rae Ann Palmer and Assistant Town Manager Kelly Clark explained the status of the next ten Selectmen Policies after review with the following results:

Policy #16 ORV Use on Town Beaches was made more general and updated.

Policy #17 Policy for Repair of Snowplowing of Private Roads had a correction of to its title.

Policy #18 Use of Town Vehicles assigns approval of vehicle usage to the Town Manager.

Policy #19 Sexual Harassment Policy is under Town Counsel review.

Policy #22 Drug & Alcohol Testing Policy for Employees in Positions Requiring a CDL/Safety-Sensitivity is under Town Counsel review.

Policy #23 Buy Recycled Procurement Policy was updated by the current procurement guide.

Policy #24 Provincetown Water Line Application Process had no change except for some language to clarify item 5.

Policy #25 Drug Free Workplace Policy is under Town Counsel review.

Policy #26 Equal Opportunity Policy Statement is under Town Counsel review.

Policy #27 Fair Housing Policy Statement was reviewed with Alice Boyd and an added equal opportunity aspect was added to it. Paul Wisotzky asked about also adding provisions for sexual orientation and gender identity, which is covered under state law.

Jay Coburn moved to approve the updated Policies 16, 17, 18, 23, 24, and 27 with additional provisions covering sexual orientation and gender identity in Policy #27. Maureen Burgess seconded, and the motion carried 4-0.

Discussion of Year-Round Condo Bylaw

Chairman Paul Wisotzky said a discussion of year-round condo bylaws is a Selectmen's Goal. He suggested that the Selectmen proceed with an initiative to develop such a bylaw with a hope of engaging the Planning Board. Maureen Burgess said she had a few concerns: water use and conducting public hearings. Jay Coburn suggested having a number of boards meet with the Selectmen on October 10, 2017 to discuss condo conversion. Ms. Palmer said she had requested input from Town Counsel. There were more questions on multi-family housing and creation of new condominiums. Rae Ann Palmer suggested setting an earlier date for meeting with the boards on conversion ideas.

Discussion of Residential District House Size Bylaw

Paul Wisotzky said a residential district house size bylaw was another item on the Selectmen's *Goals and Objectives*. Bruce Boleyn from the Planning Board said they are preparing a questionnaire and welcome suggestions from the Selectmen. There is an *ad hoc* group working on outreach. Jay Coburn recommended taking an urgent approach to creating the bylaw. The Selectmen wish to be supportive of the *ad hoc* group working on the housing size bylaw for the residential district.

Discussion of Moratorium on Marijuana Establishments and Special Town Meeting

Rae Ann Palmer reviewed that Truro had voted in favor of legalized marijuana at the annual Town Election; however, if voters do not want marijuana establishments in Truro, they can vote against them or call a moratorium prior to the April 2018 Town Meeting. Without a bylaw or a moratorium, marijuana establishments could be introduced, Ms. Palmer said. A zoning bylaw would control the number of establishments or the type (medical or recreational). Jay Coburn said current retail bylaws offer sufficient coverage. Ms. Palmer will check with Town Counsel on this.

Discussion of Part-time Resident Advisory Committee

Paul Wisotzky said there had been a previous effort to involve part-time residents in Town government. A draft charge was included in the meeting packet. Janet Worthington supported formation of an advisory committee of part-time residents. Maureen Burgess said she wanted to know if the part-time residents wished to do this and wondered if it would be more advantageous than the current Part-time Residents Association. Jay Coburn said Chatham has used such an advisory body and he supports one for Truro. Board members and Ms. Palmer discussed the possibility of allowing remote participation for such a committee. Paul Wisotzky supported an advisory committee as an enhancement to the Part-time Residents Association.

Cathy Hanes, current vice-president and incoming president of the Part-Time Residents Association, came forward to comment negatively on the proposal to create an Advisory Committee. She observed that the Board of Selectmen had not listened to the part-time residents regarding the Residential Tax Exemption.

Jay Coburn objected to a number of her observations, particularly the assertion that an advisory committee would be hand-picked by the Selectmen. He said that a public board would be transparent because they would have to abide by Open Meeting Law. Janet Worthington characterized the recent communication from the Part-time Residents Association as combative, divisive and aggressive. Ms. Worthington said everyone needs to be included in Town issues.

Cathy Hanes commented again on the Residential Tax Exemption, but Chair Wisotzky said the issue on the floor was an advisory committee. Janet Worthington reiterated that everyone should be working together. Anne Greenbaum came forward to discuss communication between the Selectmen, and advisory committee and the Part-time Residents Association.

The Board did not take action on creation of an advisory committee at this time but hoped such a group and the Part-time Residents Association would work together with the Board of Selectmen to hold an annual part time residents town meeting.

Jay Coburn moved to establish a Part-time Residents' Advisory Committee with an added charge that they work with the Board of Selectmen to hold an Annual Part-Time Residents Town Meeting. Janet Worthington seconded, and the motion carried 3-1.

CONSENT AGENDA

- A. Review/Approve and Authorize Signature: *None*;
- B. Review and Approve Reappointments of Linda Noons-Rose/Conservation Commission; Angela Gaimari-Cable and Internet Advisory Committee;
- C. Review and Approve Appointment of Staff: Emily Beebe, Rep. to Cape Cod Water Protection Collaborative;
- D. Review and Approve Sunday Entertainment for Vinegrass Music Festival at Truro Vineyards October 1st, 2017;
- E. Review and Approve request from DPW Director Cabral to Authorize Volunteers to Remove Returnable Bottles and Cans from the Transfer Station to Benefit The Friends of the Council on Aging;
- F. Review and Approve Special One Day Alcohol License Truro Center for the Arts at Castle Hill September 23, 2017 ; and

G. Review and Approve Board of Selectmen Minutes: August 22, 2017.

Jay Coburn moved to approve the Consent Agenda. Maureen Burgess seconded, and the motion carried 4-0.

SELECTMEN REPORTS AND TOWN MANAGER REPORT

The Selectmen gave their reports. Janet Worthington mentioned a request for a bike rack and trash bin from the Chamber of Commerce. The Town Manager said they have been installed. Paul Wisotzky said the executive session had been held to update the Town Manager's contract. The second annual bonfire and beach picnic will take place again this year during the Truro Treasures Weekend. Paul Wisotzky thanked all staff for another successful summer season. Jay Coburn reported on the State's Rural Policy Advisory Committee, which had met in Truro recently. They had conducted a survey on Town Managers and had requested a meeting with a newly formed Rural caucus. They will be meeting with them to discuss the Room Occupancy Tax.

The Town Manager said that the tax rate had been set at \$7.37 for residential and \$7.22 for commercial, industrial and personal. The excess levy capacity is \$219,107.80, down from last year. Three hundred and thirty applications had been submitted for a Residential Tax Exemption and were used as the number that needs to be certified. for the commitment book, which sets the actual taxes. Ms. Palmer announced the appointment of Cally Harper as Town Planner and related her background with the Cape Cod Commission. Damion Clements will become the Beach & Recreation Director, and Tim Collins will become the Emergency Management Director, she said. There will be a meeting on hurricane preparedness. She presented a proposed meeting calendar for 2018.

SELECTMEN COMMENTS

Maureen Burgess announced the Sept. 14, 2017 Cape Cod National Seashore Science Symposium. In Robert Weinstein's absence, Maureen Burgess noted that the Bike and Walkways Committee's final master plan has been approved and posted on the Cape Cod Commission website.

NEXT MEETING AGENDA: Tuesday, September 26

The work session will take place on September 19, 2017 and may be part regular meeting. Topics for the work session will include the search for Police Chief; emergency planning; and volunteer staffing of a shelter. Agenda items for the meeting September 26, 2017 include: the deed for the Cloverleaf property (if it is not done of Sept. 19th); a pinning ceremony for a new fire fighter; resident only parking at Coast Guard Beach; Truro Conservation Restriction Policy; Road Naming Policy; Condo Conversion; and the Meeting Schedule for 2018. The Board discussed the October meeting schedule.

ADJOURNMENT

Jay Coburn moved to adjourn. Maureen Burgess seconded, and the motion carried 4-0. The meeting was adjourned at 6:50 p.m.

Respectfully submitted,

Mary Rogers, Secretary

Paul Wisotzky, Chair

Maureen Burgess Vice-chair

Jay Coburn

Janet Worthington

Robert Weinstein, Clerk

Public Records Material of 9/12/17

1. Written remarks of Anne Greenbaum dated 8/12/17
2. Matrix Consulting's PowerPoint presentation
3. Selectmen Policies for Review
4. Reappointment papers of Linda Noons-Rose/Conservation Commission; Angela Gaimari-Cable and Internet Advisory Committee
5. Appointment of Staff: Emily Beebe, Rep. to Cape Cod Water Protection Collaborative
6. Sunday Entertainment for Vinegrass Music Festival at Truro Vineyards October 1st, 2017
7. Request from DPW Director Cabral to Authorize Volunteers to Remove Returnable Bottles and Cans from the Transfer Station to Benefit The Friends of the Council on Aging.
8. Request for Special One Day Alcohol License Truro Center for the Arts at Castle Hill September 23, 2017