



Truro Board of Selectmen Meeting

Tuesday, July 24, 2018

Regular Meeting – 5:00pm

Truro Town Hall - 24 Town Hall Road

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

- A. Interview and Appoint Michael Holt to the Truro Concert Committee

4. TABLED ITEMS NONE

5. BOARD OF SELECTMEN ACTION

- A. Discussion of Community Center as an Emergency Shelter
Presenter: Carol Nickerson, Truro Resident
- B. Presentation on Alert Truro
Presenter: Fire Chief Tim Collins
- C. Referral of Zoning Bylaw Amendments
Presenter: Rae Ann Palmer, Town Manager
- D. Discussion of Annual Part-Time Resident Meeting Agenda
Presenter: Rae Ann Palmer, Town Manager

6. CONSENT AGENDA

- A. Review/Approve and Authorize Signature:
 - 1. Application for Entertainment License and One Day Pouring License for Castle Hill Center for the Arts, Saturday, July 28, 2018.
- B. Review and Approve Reappointments to: Zoning Board of Appeals-John Dundas, Pamet Harbor Commission-Raymond Cordeiro, and Stanley Sigel, Open Space Committee-Nick Norman
- C. Review and Accept Twinefield Conservation Restriction 25A Pond Road, and 25 Pond Road
- D. Review and Approve the Historic Preservation Restriction for Castle Hill at Edgewood Farm
- E. Review and Approve Board of Selectmen Minutes: July 10, 2018

7. SELECTMEN REPORTS AND TOWN MANAGER REPORT

8. SELECTMEN COMMENTS

9. NEXT MEETING AGENDA: Tuesday, August 14 and Tuesday, August 28



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Nicole Tudor, Executive Assistant on behalf of Pat Wheeler, Chair Truro Concert Committee

REQUESTED MEETING DATE: July 24, 2018

ITEM: Interview Applicant Michael Holt to the Truro Concert Committee

EXPLANATION: Michael Holt submitted an Application to Serve on the Truro Concert Committee on July 13, 2018. There are six full member vacancies currently on the Concert Committee. Mr. Holt would be filling one of those vacancies.

SUGGESTED ACTION: MOTION TO *Appoint Michael Holt to the* Truro Concert Committee for a three-year term ending June 30, 2021.

ATTACHMENTS:

1. Application to Serve – Michael Holt



TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

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

APPLICATION TO SERVE ON AN APPOINTED MULTI-MEMBER BODY

NAME: MICHAEL HOLT HOME TELEPHONE: [REDACTED]

ADDRESS: Box 1087, 3 DASH LANE WORK PHONE: _____

MAILING ADDRESS: Box 1087, 02666 E-MAIL: [REDACTED]

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

CONCERT COMMITTEE

SPECIAL QUALIFICATIONS OR INTEREST: I'm a musician who has organized many concerts and festivals in the past.

COMMENTS: _____

SIGNATURE: Michael Holt DATE: JULY 3, 2018

COMMENT/RECOMMENDATION OF CHAIRPERSON OF MULTI-MEMBER BODY (OPTIONAL)

The Concert Committee Approves & looks forward to working with Michael.

SIGNATURE: Patricia Wheeler DATE: 7/13/18

INTERVIEW DATE: _____ APPOINTMENT DATE (IF APPLICABLE): _____

RCVD 2018 JUL 13 PM 1:15
ADMINISTRATIVE OFFICE
TOWN OF TRURO



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Nicole Tudor, Executive Assistant on behalf of Carol Nickerson, Truro Resident

REQUESTED MEETING DATE: July 24, 2018

ITEM: Discussion of an Emergency Shelter and Pet Shelter in Truro

EXPLANATION: Ms. Nickerson wrote to the Board of Selectmen June 27, 2018 regarding making the Truro Community Center an Emergency Shelter. Currently in an emergency, residents can seek shelter in Provincetown, Wellfleet or Eastham. Ms. Nickerson would also like an emergency shelter for Pets near the Community Center, as many Truro residents will not leave their pets. Ms. Nickerson is before the Board to discuss the options for Truro.

FINANCIAL SOURCE (IF APPLICABLE):

IMPACT IF NOT APPROVED:

SUGGESTED ACTION:

ATTACHMENTS:

1. Carol Nickerson Letter to the Board of Selectmen (Dated June 27, 2018), President Bush Signs Bill to Leave No Pet Behind in Disaster Planning and Evacuation-Humane Society of the United States October 6, 2006, Carol Nickerson's Letter to Banner, and September 4, 2011 Signed Petition

June 27, 2018

Board of Selectmen
Town of Truro

Dear Board Members;

I am submitting this with the hope that the Board will discuss it at one of your meetings.

For many years now I have brought this subject before the Selectmen and one year even had a petition signed by several people urging action by the then Board and had the blessings of the police department.

The subject is using our Community Center as an “emergency shelter.”

Many years back when the Community Center plans was finally being built, its use was discussed and it was stated by the then board that part of its use would be to use the facility as an emergency shelter. This made a great deal of sense inasmuch as it has the room, a kitchen, bathrooms, and a generator. At this time we were using the Truro Central School as a shelter.

Several years ago when I again brought this up to the Board and reminded them that after Katrina, our then President Bush proclaimed that every community should have a shelter not only for its citizens but for their pets as well and it became a federal law. Paul Morris, who was then our DPW Director, informed us that he had a cottage that would be perfect for a pet shelter and could place it in the area of the community center. A wonderful idea since many people will not leave their homes without their pets – I included!

I realize that doing this takes working with the Red Cross and coordinating efforts to see this become a reality. Right now our options are going to either Ptown, Wellfleet or even Eastham. Really???? I know for a fact that in many cases we have had to rely on our police and fire in some instances, to take people out of town to shelters. This makes absolutely no sense, particularly if there is a storm facing us and fire/police/rescue has their hands full as it is.

I cannot understand why this is not pursued. We have a perfect building to house our citizens who would certainly feel more comfortable in their own town and more importantly, to know their loving pets are close by.

Please, this has gone on too long without anything being down. I for one am tired of the many excuses. It can and should be done and I hope this board will finally take this head on and accomplish a much needed emergency shelter and pet shelter, in our town, Truro!

Thank you,
Carol Nickerson

P.S. I have also enclosed one page of the petition submitted in 2011/ a letter I had written to the Banner; and a copy of the Federal Law for pet shelters.



search

Pets

Wildlife



Farm Animals

Animals in Research

Horses

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- Humane Society Magazines and Newsletters
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HSUS >> Press and Publications >> Press Releases

President Bush Signs Bill to Leave No Pet Behind in Disaster Planning and Evacuation



October 6, 2006

WASHINGTON – The Humane Society of the United States today celebrated the news that President George W. Bush – who said during Hurricane Katrina that if he had to evacuate the one thing he would take would be his dog Barney – has signed the Pets Evacuation and Transportation Standards (PETS) Act to help ensure that America's pets and service animals aren't left behind in the next disaster.

The bill – which was introduced in the House by Rep. Tom Lantos (D-Calif.) and Rep. Chris Shays (R-Conn.), Co-Chairs of the Congressional Friends of Animals Caucus, and in the Senate by Sen. Ted Stevens (R-Alaska) and Sen. Frank Lautenberg (D-N.J.) – requires the inclusion of companion animals in disaster planning at the state and local levels. It was approved by unanimous voice vote in the U.S. Senate on August 4 and the U.S. House of Representatives on September 20.

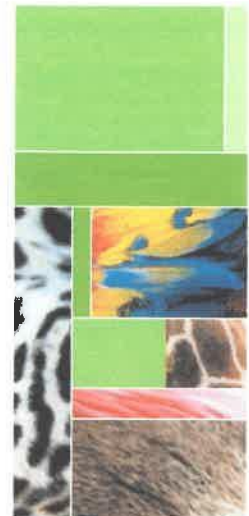
"We're tremendously grateful to the House and Senate leaders who reacted swiftly by introducing the legislation, and shepherded it through the committee process and floor votes to today's signing by the President," said Wayne Pacelle, president and CEO of The Humane Society of the United States. "While Katrina wreaked so much devastation and disruption, it also highlighted the remarkable bond between this nation and our pets and service animals, and the need for public policy to echo that appreciation of animals."

The final bill that the President signed contains provisions to help with disaster planning, including:

- requiring that local and state emergency preparedness authorities include plans for pets and service animals in their disaster plans to qualify for grants from FEMA;
- granting FEMA the authority to assist states and local communities in developing disaster plans to accommodate people with pets and service animals;
- authorizing federal funds to help create pet-friendly emergency shelter facilities; and
- allowing FEMA to provide assistance for individuals with pets and service animals, and the animals themselves, following a major disaster.

"People victimized by disasters should not suffer needless additional injury by having to abandon their household pets or service animals to their fate," said Rep. Tom Lantos. "With the cooperation of state and local authorities under the mandates of this new law, nobody will ever again have to confront the choice between personal safety and that of their animal companions."

"During Hurricane Katrina, tens of thousands of animals became homeless or perished. Many pet owners stayed with their pets and perished," added Rep. Chris Shays. "Today, we ensured that won't happen again. Communities across the nation are now required to include pet owners and their pets in emergency



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First Name

Last Name

Email

Zip Code



The Humane Society
of the
United States
2100 L Street, NW
Washington, DC 20037
202-452-1100

evacuation plans. I am grateful for the advocacy of The Humane Society of the United States and the bipartisan, bicameral support of this measure."

HSUS disaster experts note that evacuations will run more smoothly if pets are included in pre-disaster planning. "People lost their lives in the wake of Katrina because government responders told them their animals had to be left behind and they couldn't bear to abandon their pets," said Pacelle. "For many people who face losing everything, their pet is the only comfort they have left."

There are over 358 million pets in the United States residing in 63 percent of American households. A recent Zogby International poll found that 61 percent of pet owners say they would refuse to evacuate if they could not take their pets with them.

"We learned many important lessons from Hurricanes Katrina, Rita, and Wilma. One of these lessons was that we must put procedures in place to evacuate not only residents in areas impacted by a natural disaster, but also pets and service animals," said Sen. Ted Stevens. "This legislation is an important step forward in our efforts to mitigate personal suffering during times of disaster."

"People see pets as part of their family and they do not want to leave any family members behind," added Sen. Frank Lautenberg. "As we learned during Hurricane Katrina, when people need to choose between safety and their pets, some of them will choose their pets. Now, they don't need to make that choice."

In addition to Rep. Lantos, Rep. Shays, Sen. Stevens, and Sen. Lautenberg, who sponsored the legislation and shepherded it through to passage, The HSUS would also like to thank key committee members for their support, including Sen. Susan Collins (R-Maine) and Sen. Joseph Lieberman (D-Conn.), the chair and ranking member of the Senate Homeland Security and Governmental Affairs Committee, and Rep. Don Young (R-Alaska) and Rep. James Oberstar (D-Minn.), the chair and ranking member of the House Transportation and Infrastructure Committee. Also of special importance were the efforts of Sen. Robert Byrd (D-W.Va.), who included parallel language on disaster planning and response for people with pets and service animals in the FY 07 Homeland Security Appropriations bill, which provides the funding for the Federal Emergency Management Agency (FEMA).

###

The Humane Society of the United States is the nation's largest animal protection organization with nearly 10 million members and constituents. The HSUS is a mainstream voice for animals, with active programs in companion animals, disaster preparedness and response, wildlife and habitat protection, marine mammals, animals in research, equine protection, and farm animal welfare. The HSUS protects all animals through education, investigation, litigation, legislation, advocacy and field work. The nonprofit organization is based in Washington and has field representatives and offices across the country. On the web at www.hsus.org.

Media Contact

Belinda Mager 646-469-4987

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To the editor:

Once again the people of Truro were faced with having no emergency shelter

available in our town during the recent blizzard even though throughout the planning stages for our community center it was specifically noted that it would also be used as a shelter for our citizens. Up until then we had use of the Truro Central School as our shelter and it served us well at the time. However, over the years we were given various excuses as to why the community center could not be used as a shelter, i.e., certification by the Red Cross and the expense of manning a shelter, etc. The town could and should persevere in making every attempt to remedy this situation.

Not only are people reluctant to leave their homes in an emergency but in many cases having to go to another town's shelter does not sit well with them.

Does it really make sense for our law enforcement officials to spend their time transporting people from Truro to shelters in other towns when they themselves are also responding to emergency conditions here in our town and spreading their resources thin as they attempt to monitor all the situations which they are facing with hazardous road conditions and having to respond to emergency calls for people in need? This obviously puts a strain on all our resources and needs to be addressed as soon as possible.

Please, I hope our town officials will again re-visit this dilemma and make every effort to avail ourselves of the wonderful resource we have in Truro — our community center.

Carol Nickerson
Truro

PETITION TO THE TRURO SELECTMEN

September 4, 2011

We, the undersigned, request your immediate attention to the urgent and critical need for an emergency shelter within the Town of Truro. The site that seems most appropriate would be the Community Center. In addition, we also make the same request regarding an emergency shelter within the Town of Truro for pet owners and their pets.

Name

Address

1. Thomas Gold 30 Highland Rd
2. Kenyon Wheeler 6 Bayberry Truro
3. Jonanna Gonzalez 42 Highland Rd
4. Joel In 307 Rt 6
5. Kenneth Hines 14 Highland, N Truro
6. Michael Turner 7 Kylesway N. Truro
7. Barbara Oswalt 11 Snows Field Rd. T.
8. Thomas A. Oswalt 11 Snows Field Rd. Truro
9. Denise Ross 5 Pond Road, N. Truro
10. David Pegg 5 Pond Rd N. Truro
11. [Signature] 28 Rt 6
12. [Signature] 41 Highland Truro, MA.
13. Brenda [Signature] 26 Union Field Rd Truro
14. Shannon [Signature] #8 Old Firehouse Rd, N Truro



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Tim Collins, Fire Chief

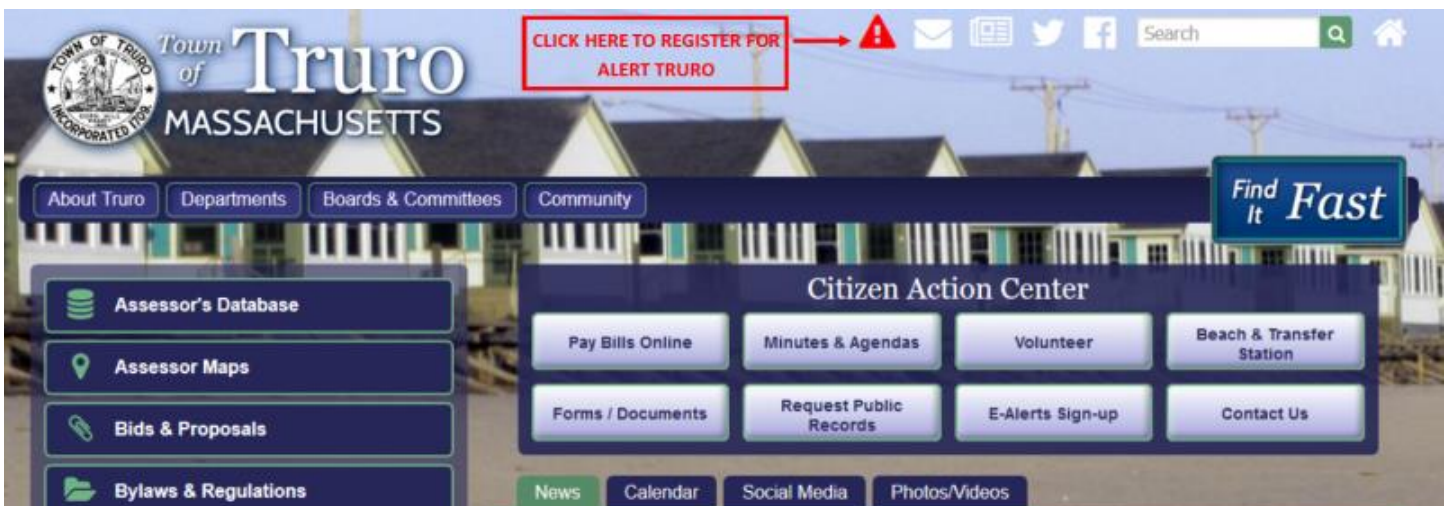
REQUESTED MEETING DATE: July 24, 2018

ITEM: Presentation on Alert Truro

EXPLANATION: The Town recently introduced a new emergency and public service alert system, AlertTruro, that will provide notifications to the public with information from the Town of Truro. Citizens and visitors who register can expect notifications about emergencies, road closures, flooding, storms, shark sightings, as well as reminders about Town Meeting and other announcements. We encourage citizens and visitors to sign up for AlertTruro to receive these notifications to their email, landline phone or to their cell phone (via text and/or call).

Citizens may also voluntarily submit additional information about their property or families that will provide crucial details to first responders in emergency situations. The system will provide up-to-the-moment emergency updates to the public and will help emergency responders better respond to critical situations in Truro.

Please register for Alert Truro by clicking on the red emergency alert symbol on the main page of the Town of Truro website.



IMPACT IF NOT APPROVED: *N/A*

SUGGESTED ACTION: *No action required.*

ATTACHMENTS:

1. [PSA from Chief Collins of Truro Fire regarding Alert Truro](#)
2. [Sign Up Now](#)



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Rae Ann Palmer, Town Manager

REQUESTED MEETING DATE: July 24, 2018

ITEM: Referral of Zoning Bylaw Amendments

EXPLANATION: At its July 11th meeting, the Planning Board voted (by a vote of 5-0-1) to refer the draft bylaw to the Board of Selectmen for review and submission back to the Planning Board within fourteen days. The Planning Board has scheduled a public hearing on the draft bylaw for July 25th at 5 pm. In addition, at the July 11th meeting, the Planning Board voted (by a vote of 6-0) to refer the draft bylaw to the Board of Selectmen for review and submission back to the Planning Board within fourteen days. The Planning Board has informal public forums scheduled for August 1st and August 4th at the Truro Public Library. The Planning Board has scheduled a public hearing on the draft bylaw for August 15th at 6 pm.

The referrals start the necessary process under MGL c.40A, §5 – Adoption and Amendment. Upon receipt of these amendments, the Board of Selectmen has **fourteen (14) days to refer** them back to the Planning Board for public hearings. The Planning Board must then schedule a public hearing within 65-days of this referral. The Planning Board intends to hold the public hearing on these amendments on July 25, 2018. The Public Hearing has been properly advertised in anticipation of the Board of Selectmen making the referral.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: This would not be in compliance with the required actions pursuant to MGL c.40A, §5.

SUGGESTED ACTION: *MOTION TO* refer the articles to the Planning Board to begin the necessary public hearing process pursuant to MGL c.40A, §5.

ATTACHMENTS:

1. Memo from Attorney Jessica Bardi, Interim Planner
2. Adult Use Marijuana Establishment – Proposed Bylaw
3. §10.4, Definitions and § 50.2, Area and Height Regulations – Proposed Amendments



TOWN OF TRURO

Planning Department

P.O. Box 2030, Truro, MA 02666

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

To: Rae Ann Palmer, Town Manager
Fr: Jessica Bardi, Interim Town Planner
Date: July 17, 2018
Re: Referral of Draft Marijuana Bylaw and Draft House Size Bylaw to Board of Selectmen

Process to Amend Zoning Bylaws, G.L. c. 40A, §5:

Zoning ordinances or by-laws may be adopted and from time to time changed by amendment, addition or repeal, but only in the manner hereinafter provided. Adoption or change of zoning ordinances or by-laws may be initiated by the submission to the ... board of selectmen of a proposed zoning ordinance or by-law by ... a planning board, The board of selectmen or city council shall within fourteen days of receipt of such zoning ordinance or by-law submit it to the planning board for review.

Planning Board's Actions on the Draft Marijuana Bylaw:

In accordance with G.L. c. 40A, §5, at its July 11th public hearing, the Truro Planning Board voted (by a vote of 5-0-1 and 1 absence) to refer the draft bylaw to the Board of Selectmen for review and submission back to the Planning Board within fourteen days. The Planning Board has scheduled a public hearing on the draft bylaw for July 25th at 5 pm.

The Draft Marijuana Bylaw:

The draft marijuana bylaw, attached hereto, seeks to amend the Town of Truro Zoning Bylaws for the purposes of regulating medical and adult use (recreational) marijuana establishments within the Town, including establishments for the cultivation, processing, testing, product manufacturing, retail sale and transportation of marijuana, which uses shall be limited to certain zoning districts and subject to the issuance of a special permit and site plan approval.

Planning Board's Actions on the Draft House Size Bylaw:

In accordance with G.L. c. 40A, §5, at its July 11th public hearing, the Truro Planning Board voted (by a vote of 6-0 and 1 absence) to refer the draft bylaw to the Board of Selectmen for review and submission back to the Planning Board within fourteen days. The Planning Board has informal public forums scheduled for August 1st and August 4th at the Truro Public Library. The Planning Board has scheduled a public hearing on the draft bylaw for August 15th at 6 pm.

The Draft House Size Bylaw:

The draft house size bylaw, attached hereto, seeks to amend the Town of Truro Zoning Bylaw which would add a new definition of Total Gross Floor Area in §10.4, Definitions and add a new Section 50.2, Area and Height Regulations in all Residential Districts except the Seashore District to determine maximum building size in Truro. These amendments would change the maximum size of residential buildings on lots within the Town of Truro by establishing a relationship between building volume, bulk and size that is consistent with Truro's historical development and character.

DRAFT Marijuana Bylaws

Purpose:

The purpose of the marijuana bylaw is to provide for the placement of Adult Use Recreational Marijuana Establishments (“RME”) and Medical Marijuana Treatment Centers (“MMTC”) in accordance with An Act To Ensure Safe Access to Marijuana, Chapter 55 of the Acts of 2017 (the “Act”), and all regulations which have or may be issued by the Department of Public Health and the Cannabis Control Commission, including, but not limited to 105 CMR 725.00 and 935 CMR 500.00, in locations suitable for such uses, which will minimize adverse impacts of RMEs and MMTCs on adjacent properties, residential neighborhoods, schools, playgrounds and other sensitive locations by regulating the siting, design, placement, security, and removal of such uses.

Definitions:

Any term not specifically defined herein shall have the meaning as defined in MGL c.94I, §1 and 105 CMR 725.00 implementing An Act for the Humanitarian Medical Use of Marijuana and MGL c.94G, §1 and the Cannabis Control Commission Regulations 935 CMR 500.00, et. seq. governing Adult Use Marijuana, as such statutes and regulations may from time to time be amended.

1. "Recreational Marijuana Establishment" (“RME”) shall mean a Marijuana Cultivator, Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Retailer, Independent Testing Laboratory, Marijuana Research Facility, Marijuana Transporter, or any other type of licensed marijuana-related business as such uses are defined in MGL c.94G, §1 or the Cannabis Control Commission Regulations 935 CMR 500.00, but shall not include a Medical Marijuana Treatment Center.
2. “Medical Marijuana Treatment Center Dispensary/Retail” (“MMTCDR”) shall mean an entity registered by the Department of Public Health or the Cannabis Control Commission that acquires, transfers, transports, sells, distributes, dispenses, or administers medical use marijuana, products containing medical use marijuana, related supplies, or educational materials to registered qualifying patients or their personal caregivers
3. Medical Marijuana Treatment Center Cultivation/Processing” (“MMTCCP”) shall mean an entity registered by the Department of Public Health or the Cannabis Control Commission that cultivates, possesses, transfers, transports and/or processes medical use marijuana or products containing medical use marijuana and related supplies to qualifying Medical Marijuana Treatment Center Dispensary/Retail.

DRAFT Marijuana Bylaws

A. Eligibility:

USE	R	BP	NT6A	TC	NTC	Rt6	S
Marijuana Cultivator	N	N	N	N	N	SP	N
Medical Marijuana Treatment Center (cultivation only)	N	N	N	N	N	SP	N
Medical Marijuana Treatment Center (dispensary/retail)	N	N	N	SP	SP	SP	N
Marijuana Product Manufacturer	N	N	N	N	N	SP	N
Independent Testing Laboratory for Marijuana	N	N	N	N	N	SP	N
Marijuana Research Facility	N	N	N	N	N	SP	N
Third-Party Marijuana Transporter	N	N	N	N	N	SP	N
Marijuana Retailer	N	N	N	SP	SP	SP	N
Marijuana Microbusiness	SP ¹	N	N	N	N	SP	N
Marijuana Craft Cooperative	SP ¹	N	N	N	N	SP	N

¹ All marijuana cultivation within the Residential District shall be subject to a cultivation cap of 5,000 square feet of “canopy,” as defined in 935 CMR 500.02, per property.

R: Residential, BP: Beach Point Limited Business, NT6A: Route 6A, North Truro Limited Business, TC: Truro Center Limited Business, NTC: North Truro Center General Business, Rt6: Route 6 General Business, S: Seashore

DRAFT Marijuana Bylaws

1. All RMEs and MMTCs shall be permitted by Special Permit and Site Plan Review. The special permit granting authority shall be the Planning Board
2. RMEs shall conform to 935 CMR 500.000: Adult Use of Marijuana, in addition to any requirements herein.
3. MMTCs shall conform to 105 CMR 725.000: Implementation of an Act for the Humanitarian Medical Use of Marijuana, and any regulations which may be subsequently issued by the Cannabis Control Commission, as well as any requirements herein.
4. A Special Permit granted under this section shall have a term limited to the duration of the applicant's ownership or lease of the premises for an RME or MMTC, as licensed by the applicable Massachusetts licensing authority. Any new license for an existing RME or MMTC location or transfer of an existing license to a new owner of an RME or MMTC shall require a new Special Permit pursuant to the Truro Zoning Bylaws.

Applicability of Regulations:

1. The use of land for cultivation, production, processing, manufacturing, assembly, packaging, retail or wholesale sale, trade, distribution or dispensing of marijuana for commercial purposes is prohibited unless licensed by all applicable Massachusetts licensing authorities and permitted as a RME or MMTC under this section.
2. The number of Recreational Marijuana Retailers permissible to be located in the Town shall be limited to twenty percent (20%) of the number of licenses issued within the Town for the retail sale of alcoholic beverages not to be drunk on the premises where sold pursuant to G.L. c.138 §15. In the event that 20% of said licenses is not a whole number, the limit shall be rounded up to the nearest whole number.
3. The number of any particular type of RMEs, except recreational Marijuana Retailers, shall be limited to not more than one (1) of the same type of RMEs in Truro.
4. Hours of operation for Recreational Marijuana Retailers and Medical Marijuana Treatment Centers shall not exceed the Alcoholic Beverages Control Commission (ABCC) maximum hours of operation for liquor licenses not to be drunk on premises pursuant to MGL 138 §15, but may be limited by conditions of the special permit.
5. RMEs are commercial uses and shall be located in stand-alone structures, not connected to any other building or use.

General Requirements:

1. No RME or MMTC shall be located within 500 feet, as measured from each lot line of the subject lot, of the following pre-existing uses: Public or private schools providing

DRAFT Marijuana Bylaws

education in grades K-12 educational; childcare center; public park; playground; indoor or outdoor recreation area for children, children's camp; a public library; an existing place of worship such as a church, temple, mosque or synagogue.

2. The 500-foot buffer distance under this section shall be measured in a straight line from the nearest point of the property line in question to the nearest point of the property line where the RME or MMTC will be located.
3. Applicants for an RME or MMTC shall provide the licensing agent's approved security plan to the Police Chief, Fire Chief, Health Agent and Building Commissioner prior to the granting of a Special Permit.
4. An approved Host Community Agreement shall be required prior to the granting of a Special Permit for a RME or MMTC.
5. No odor from marijuana cultivation, processing, manufacturing or retail may be noxious or cause a nuisance, a danger to public health, or impair public comfort and convenience. Marijuana establishments shall incorporate odor control technology and safeguards to ensure that emissions do not violate Board of Health regulations adopted pursuant to MGL Chapter 111, Section 31C, including but not limited to those specified for odors.
6. All business signage, marketing, advertising and branding shall be subject to the requirements promulgated by the Cannabis Control Commission and the requirements of the Truro Zoning Bylaw and Sign Code. In the case of a conflict, the stricter requirement shall apply.
7. The hours of operation of the Licensed Marijuana Establishment shall be set by the Special Permit Granting Authority, as a condition of the Special Permit
8. All Licensed Marijuana Establishments shall not be located inside a movable structure or mobile vehicle such as a trailer, van, or truck, unless operating as a licensed Marijuana Transporter .
9. No Licensed Marijuana Establishment shall be located inside a building containing residential units, including transient housing such as motels or hotels.

Application Requirements:

The Planning Board may impose on all applicants, when it determines that it is necessary, reasonable fees for the employment of outside consultants, to review applications submitted in accordance with this Section of the Bylaw and to assist the Planning Board with its review of such plans and applications. From time to time, the Planning Board may adopt administrative regulations governing Site Plan Review and Special Permits which shall be in addition to the requirements set out below:

DRAFT Marijuana Bylaws

1. Security Plan:

- a. The applicant shall submit a copy of its security plan, approved by the Cannabis Control Commission as part of the issuance of a Provisional License, to the Police and Fire Departments for their review and approval prior to the issuance of a Special Permit.
- b. The security plan must be updated on an annual basis and any changes shall be reported to the Police and Fire Departments.
- c. The security plan shall meet all security requirements of 935 CMR 500.110.

2. Resource Plan:

- a. All marijuana cultivators, including but not limited to Craft Marijuana Cooperatives and Microbusinesses, and Marijuana Project Manufacturers shall submit a resource use plan to the Planning Board and Board of Health to demonstrate best practices for use of energy, water, waste disposal and other common resources and to ensure there will be no undue damage to the natural environment.
- b. The Resource Plan shall include an electrical system overview, proposed energy demand and proposed electrical demand off-sets, ventilation system and air quality, proposed water system and utility demand.

3. Traffic Study and Circulation Plan:

- a. The applicant shall submit a traffic circulation plan for the site to ensure the safe movement of pedestrian and/or vehicular traffic on site.
- b. A traffic impact and access study shall be required for all marijuana establishments that generate 25 or more peak hour vehicle trips or 250 or more daily vehicle trips at the marijuana establishments' access to existing roadway networks. The study shall be based on standard traffic engineering guidelines developed by the Massachusetts Environmental Protection Act (MEPA). The Planning Board may require a traffic study if in their determination one is warranted because of public safety concerns.

DRAFT RESIDENTIAL BUILDING SIZE BYLAW (July 2, 2018)**ARTICLE ____: AMEND ZONING BYLAWS §50, AREA AND HEIGHT REGULATIONS TO ESTABLISH THE MAXIMUM BUILDING SIZE FOR RESIDENCES IN THE TOWN OF TRURO RESIDENTIAL DISTRICT.**

To see if the Town will vote to amend the Town of Truro Zoning Bylaw Section 10.4, Definitions and Section 50, Area and Height Regulations for residences, by adding a new Section 50.2 (new text shown in bold type), or take any other action relative thereto. *Requested by the Planning Board.*

In Section 10.4 *Definitions*, insert the following new definitions:

Total Gross Floor Area for the Residential District. The aggregate gross floor area of any dwelling and accessory structures on a Residential District lot within the Town of Truro, shall consist of the sum of the horizontal areas of the floor(s) of a building measured from the exterior faces of the exterior walls of the building, without deduction for hallways, stairs, closets, and thickness of walls, columns or other features used or intended to be used for living, sleeping, sanitation, cooking or eating purposes, excluding cellar, basement floor area, detached garages, porches, decks, attics, barns, greenhouses, sheds, and structures used for agricultural purposes only.

Deed-restricted affordable housing is specifically excluded from this section.

For the purposes of computing floor area, any portion of the floor area measuring less than five feet from the finished floor to the finished ceiling shall not be included in the computation of floor area.

In Section 50 *Area and Height Regulations*, insert the following section:

Section 50.2 Building Gross Floor Area for the Residential District.

- A. Purpose:** This Section determines the maximum size of residential buildings on lots within the Town of Truro Residential District by establishing a relationship between building volume, bulk and size that is consistent with Truro's historical development and character, as described in the Truro Local Comprehensive Plan, Chapter 1: "A Vision for Truro," and Chapter 2, "Land Use."

B. Applicability and Exceptions:

- 1. Total Gross Floor Area Allowed by Right:** Subject to the exceptions provided for in subsections 50.2.B.2, 50.2.C, and 50.2.D, building permits for new construction or for projects that seek to increase the Gross Floor Area of buildings that exist on lots of as of September __, 2018, shall be issued only where, on completion of the construction or project, the Total Gross Floor Area of the new, or existing plus addition, does not exceed 3,600 sq. ft. for a Residential District Minimum Lot Size of 33,750 sq. ft. (or .775 acre) and pro-rated to 3,668 square feet for one acre of land:
 - a. Plus 300 square feet for each additional contiguous acre of land; or minus 300 sq. ft. for each contiguous acre of land less than one acre, or as the case may be, where the square footage per acre specified above is pro-rated for a portion of an acre**
 - b. Plus a Planning Board Approved Accessory Dwelling Unit of up to 1,000 sq. ft.**
- 2. Special Permit to exceed the Total Gross Floor Area limit:** The Total Gross Floor Area limit for a dwelling and accessory buildings on a lot established in subsection 50.2.B.1 may be exceeded, up to a maximum established by this subsection, by special permit, as provided in 50.2.C and 5.2.D. No Special Permit may be issued for any construction if the construction would result in the Total Gross Floor Area exceeding 4,600 sq. ft. for a Residential District Minimum Lot Size of 33,750 sq. ft. (or .775 acre) and pro-rated to 4,668 square feet for one acre of land:
 - a. Plus 300 square feet for each additional contiguous acre of land; or minus 300 sq. ft. for each contiguous acre of land less than one acre, or as the case may be, where the square footage per acre specified above is pro-rated for a portion of an acre.**
 - b. Plus a Planning Board Approved Accessory Dwelling Unit of up to 1,000 sq. ft.**

DRAFT RESIDENTIAL BUILDING SIZE BYLAW (July 2, 2018)

- C. Procedures for Special Permit Application Review and Approval:** Upon receipt of an application for a building permit, the Building Commissioner shall make an initial determination as to whether any alteration, construction or reconstruction of a dwelling and/or accessory structure would result in Total Gross Floor Area exceeding the maximum determined by Section 50.2.B.1. If the Building Commissioner determines that the applicant cannot proceed without a Special Permit, the applicant must apply to the Zoning Board of Appeals for a Special Permit. No building permit shall be issued hereunder unless the Zoning Board of Appeals grants a Special Permit according to procedures as defined *infra* in this Bylaw.
- D. When required, an application for Special Permit shall be made to the Zoning Board of Appeals.** Notice shall be given of all applications for a Special Permit hereunder in accordance with Section 60.4 (Notice Requirements) of these Bylaws. A Special Permit may be granted only where the Zoning Board of Appeals finds by a preponderance of the evidence that the proposed alteration, construction or reconstruction is consistent with the criteria found in Section 30.8 (Special Permits) of these Bylaws. In addition, the Zoning Board of Appeals shall make specific written findings of objective facts that support the request for additional gross floor area, and demonstrate that the additional gross floor area is in the public interest of the Town of Truro, and not inconsistent with the intention and purpose of this Bylaw, which is to determine the maximum dwelling size in Truro. In considering whether the proposed alteration, construction or reconstruction is in harmony with the public good, the Zoning Board of Appeals shall consider, among other relevant factors, the size of neighboring buildings and the surroundings in which the additional gross floor area is proposed.
- E. Nothing in this Section shall be construed to regulate or restrict the use of the interior area of a dwelling.**

DRAFT RESIDENTIAL BUILDING SIZE BYLAW (July 2, 2018)

Comments:

The proliferation of large houses alters the environmental, economic and social fabric of a community, and for Truro, often makes it no longer affordable for residents to stay here. The intent of this bylaw is to limit the size of future residential construction, alteration, or reconstruction to preserve the special character and prevailing size and massing of buildings in the Town, and to be in harmony with the historic nature, sense of community, and aspirations of Truro. The proposed amendment will not deny Truro's residents the right to live in large houses. But it will protect the Town from the onslaught of huge buildings that will dominate the landscape and change forever Truro's small-town character. All existing buildings will be "grandfathered in" and allowed.

The chart below illustrates allowable building size in relation to lot size. The proposed future size limits for the Residential District reflect the prevailing larger building sizes outside the Seashore District. Thus, 3,600 sq. ft. will be *Allowed by Right* for the 33,750 sq. ft. Minimum Lot Size in the Residential District, as compared to 3,600 sq. ft. *Allowed by Right* for the 3-acre Minimum Lot Size in the Seashore District. Also 300 sq. ft. per acre would be added or subtracted for larger or smaller lots as compared to 200 sq. ft. per acre for the Seashore District. This would be pro-rated for a portion of an acre. *(For example, the difference between the Minimum Lot Size of .775 acre and a 1-acre Lot is .225 acres. Multiplying .225 X 300 sq. ft. equals 68 sq. ft., which is added for a 1-acre lot as shown below. For a 2-acre lot, merely add the 300 sq. ft. additional allowed per acre.)*

LOT SIZE	ALLOWED BY RIGHT	ALLOWED WITH PB APPROVED ADU <i>OR</i> WITH ZBA SPECIAL PERMIT (UP TO + 1,000 SF)	ALLOWED WITH ZBA SPECIAL PERMIT <i>AND</i> WITH PB APPROVED ADU (UP TO + 1,000 SF)
Residential Minimum Lot (33,750 sq. ft. = .77 acre)	3,600 sq. ft.	4,600 sq. ft.	5,600 sq. ft.
1-acre (43,560 sq. ft.)	3,668 sq. ft.	4,668 sq. ft.	5,668 sq. ft.
2-acres	3,968 sq. ft.	4,968 sq. ft.	5,968 sq. ft.
3-acres	4,268 sq. ft.	5,268 sq. ft.	6,268 sq. ft.
6-acres	5,168 sq. ft.	6,168 sq. ft.	7,168 sq. ft.
10-acres	6,368 sq. ft.	7,368 sq. ft.	8,368 sq. ft.



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Rae Ann Palmer, Town Manager

REQUESTED MEETING DATE: July 24, 2018

ITEM: Discussion of Meeting Agenda for the Part-time Residents Summer Forum

EXPLANATION: The Board of Selectmen needs to decide on the meeting agenda for the Part-Time Resident Meeting to be held August 9th at the Community Center. After discussing the Local Comprehensive Planning Process with Committee Chair Christopher Clark, I respectfully suggest that the Board consider using the Annual Part Time Resident Meeting to solicit input on the plan from Truro's part time residents. If the Board concurs, staff will work with the committee to draft a series of questions regarding subject areas of the plan. The Board may also wish to consider using a facilitator for the discussion.

SUGGESTED ACTION: MOTION TO *set the following topics for the part-time resident meeting agenda of August 9th:*

ATTACHMENTS:

1. None



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:

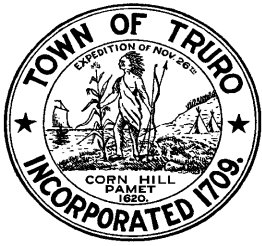
1. Application for Entertainment License and One Day Pouring License for Castle Hill Center for the Arts, Saturday, July 28, 2018.

B. Review and Approve Reappointments to: Zoning Board of Appeals-John Dundas, Pamet Harbor Commission-Raymond Cordeiro, and Stanley Sigel, Open Space Committee-Nick Norman

C. Review and Accept Twinefield Conservation Restriction 25A Pond Road, and 25 Pond Road

D. Review and Approve the Historic Preservation Restriction for Castle Hill at Edgewood Farm

E. Review and Approve Board of Selectmen Minutes: July 10, 2018



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Noelle Scoullar, Executive Assistant

REQUESTED MEETING DATE: July 24, 2018

ITEM: Approval of One Day Entertainment License and One-Day All Alcohol License

EXPLANATION: Truro Center for Arts at Castle Hill has submitted applications for a fundraiser being held on Saturday, July 28, 2018 from 6-9:30pm. They are seeking permits for Entertainment and a Pouring License for the event.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: Castle Hill will have to hold the event with no entertainment and no alcohol.

SUGGESTED ACTION: *MOTION TO approve both the one-day entertainment license and the one-day, all alcohol, pouring license to Truro Center for the Arts at Castle Hill for Saturday, July 28, 2018.*

ATTACHMENTS:

1. Application for an Entertainment License
2. Application for a One-Day Pouring License (along with certifications)



TOWN OF TRURO

Licensing Department

PO Box 2030, Truro, MA 02666

Pll: 508-349-7004, Ext. 10 or 24 Fax: 508-349-5505

Email: ntudor@truro-ma.gov or nsoullar@truro-ma.gov

Application for an Entertainment License

☐ Weekday☒ Saturday☐ Sunday*Please complete the Commonwealth's Public
Entertainment on Sunday ApplicationThe undersigned hereby applies for a license in accordance with the provisions of
Mass. General Laws, c.140 §183A amended, Ch. 140§181 & Ch.136§4

BUSINESS/ORGANIZATION INFORMATION

Alicia Moretti Souza
Name of ApplicantTruro Center for the Arts at Castle Hill
Business/Organization NameP.O. Box 756
Mailing Address of Business/Organization

Truro, MA 02666

Is this a Non-profit or For-profit Entity (Check the appropriate box)

☒ Yes☐ NoIf yes, proof of Non-profit status **must** accompany this applicationAlicia Moretti Souza
Contact Person508-214-0836
Phone Numberalicia@castlehill.org
Email

INDIVIDUAL APPLICANT INFORMATION

Individual's Name

Mailing Address

Phone Number

Email Address

EVENT INFORMATION

Saturday, July 28, 2018

Day (s)/Date (s) of Event for License to be issued

Fundraiser

Purpose of Event (example: fundraiser)

Hours of Event (from - to) 6-9:30 pm

Edgewood Farm, 3 Edgewood Way Truro, MA
Location (Must provide facility name, if any, street number and name)Event is: ☐ Indoor ☒ Outdoor Event
(Please check applicable box)Truro Center for the Arts at Castle Hill
Property Owner Name and Address508-214-0836
Phone number

Seating Capacity: _____

Occupancy Number: _____

Name of Caterer (if applicable)

Approximate number of people attending 150

If the event is catered please return Caterer Food Service Form to Health Agent at Fax # 508.349.5508

Will an admission fee be collected? ☐ Yes ☒ No

Will there be a One Day Alcohol License ☒ Yes ☐ No

If yes: you must also apply for a One Day Alcohol License

Will there be Police Traffic Control? ☒ Yes ☐ No

ENTERTAINMENT INFORMATION

Type of Entertainment: Please check the appropriate boxes.

Dancing: ☒ By Patron ☐ By Entertainers ☐ No Dancing

Music: ☐ Recorded ☐ Juke Box ☒ Live ☐ No Music

Number of Musicians & Instruments (Type)

Amplified System: ☒ Yes ☐ No

Shows: ☐ Theater ☐ Movies ☐ Floor Show ☐ Light Show
☒ No Show

Other: ☐ Video Games ☐ Pool/Billiard Tables (Please indicate quantity) _____

Applicant's Signature

I certify under the penalties and penalties of perjury that the above information is true and that I will comply with all applicable regulations of the Town of Truro.

Diana Marti S.
Signature

6/28/18

Date

- A valid entertainment license must be on the premises before the entertainment is commenced.
- No entertainment shall be offered, conducted, or otherwise provided by any establishment licensed under MGL Chapter 140 without first obtaining an entertainment license from the Board of Selectmen.
- Sunday entertainment must be specifically requested and addressed in the permitting process.
- These regulations are intended to allow the Board of Selectmen to determine the appropriate parameters to limit impacts to the neighbors of the establishment and to the community by the establishment and the entertainment provided therein.
- A copy of the required Fire Safety Inspection Certificate of the facility must be provided, if applicable.
- The Local Licensing Authority may impose restrictions and/or conditions.

Office Use Only

APPROVAL

License No. _____

Board of Selectmen _____ Meeting Date _____

Police Department _____ Date 7/2/18

Restrictions/Conditions attached to the license by the Board of Selectmen or its Delegate: _____



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

Licensing Department

PH: 508-349-7004, Ext. 110 or 124 Fax: 508-349-5505

Email: ntudor@truro-ma.gov or nscoullar@truro-ma.gov

Application for a One Day Pouring License

MGL Chapter 138, Section 14 Special Licenses

The Local Licensing Authorities of TRURO pursuant to the provisions of Chapter 138 § 14 issuance of a **special one-day pouring license** as described herein.

BUSINESS/ORGANIZATION INFORMATION

Alicia Moretti Souza

Name of Applicant

Truro Center for the Arts at Castle Hill

Business/Organization Name

P.O. Box 756 Truro, MA 02666

Mailing Address of Business/Organization

Non-profit or For-profit Entity

☒ Yes ☐ NoIf yes, proof of Non-Profit Status **must** accompany this application

Alicia Moretti Souza

Contact Person

508-214-0836

Phone Number

alicia@Castlehill.org

Email

INDIVIDUAL APPLICANT INFORMATION

Individual's Name

Mailing Address

Phone Number

Email Address

EVENT INFORMATION

Saturday, July 28, 2018

Date(s) of Event for License to be Issued

Fundraiser

Purpose of Event (example: fundraiser, etc.)

Hours of Alcoholic Beverages sales, service and/or Consumption (from - to) 6-9:30 pm

Edgewood Farm, 3 Edgewood Way Truro, MA 02666

Event Location (Must provide facility name, if any, street number and name)

Truro Center for the Arts at Castle Hill 508-214-0836

Property Owner Name and Address

Phone number

150

Name of Caterer (if applicable)

Approximate number of people attending

Is the event open to the general public ☒ Yes☐ No

Truro Application for One Day Pouring License

1 of 2

Will there be Entertainment ☒ Yes ☐ No If Yes, Type of Entertainment Band
Will there be Police Detail ☒ Yes ☐ No

Purchase & Service

License is for the Sale of:

☒ All Alcohol Beverages (\$50.00)

☐ Wines & Malt beverages Only (\$25.00)

☐ Wines Only (\$25.00)

☐ Malt Beverages Only (\$25.00)

What is the source of the alcohol for the event (where is it being purchased*?) Lukes Fine Wine and Spirits-Hyannis, MA

*If Wine is being donated see ABCC - Charity Wine Fundraising Application at <http://www.mass.gov/abcc/spec-lic-perms.htm>

Who will be serving the Alcohol? Keith Teffer, Emma Metsker, Christine Kelley, Brian Taylor
TIPS CERTIFIED REQUIRED-SUBMIT COPY OF CERTIFICATION WITH APPLICATION

Massachusetts Alcohol Beverage Control Commission (ABCC) has a 3-page list of "authorized sources" for the purchase of Alcohol used in conjunction with a temporary pouring license. The list includes alcohol wholesalers, farm brewers, manufacturers and direct shippers only. At this time, package stores and liquor stores are not considered "authorized sources" for use with a temporary pouring license.

Applicant's Signature

I certify under the pains and penalties of perjury that the above information is true and that I will comply with all applicable Alcohol Control Laws of the State of Massachusetts and policies and regulations of the Town of Truro.

Ducia Moratti S

Signature

6/29/18

Date

- Licenses are issued to persons who are at least 21 years of age.
- All Massachusetts Municipalities are required to send copies of temporary pouring licenses issued by the Town to the ABCC in Boston.
- Liquor Liability Insurance Certificate may be required and must list the Town of Truro as the "certificate holder" in the lower left corner of the certificate form.
- A copy of the required Fire Safety Inspection Certificate of the facility must be provided, if applicable.
- The Local Licensing Authority may impose restrictions and/or conditions.

Office Use Only

APPROVAL

Board of Selectmen _____ Meeting Date _____

Police Department [Signature] Date 7/2/18

Restrictions/Conditions attached to the license by the Board of Selectmen or its Delegate: _____

Congratulations!

You have successfully completed the ServSafe® Training and Certificate Program. This is your official ServSafe Alcohol Certificate Card and provides confirmation that you have studied, and are knowledgeable about, how to serve alcohol responsibly.

Thank you for participating in the ServSafe Alcohol program. Responsible alcohol service begins with the choices you make, and ServSafe Alcohol training will help you make the right decision when the moment arises.

By completing the ServSafe Alcohol program, you show your dedication to safe and responsible alcohol service. The ServSafe Alcohol program and the National Restaurant Association are dedicated to helping you continue to raise the bar on alcohol safety.

To learn more about our full suite of responsible alcohol service training products, contact your State Restaurant Association, your distributor or visit us at ServSafe.com.

We value your dedication to responsible alcohol service and applaud you for making the commitment to keep your operation, your customers and your community safe.

Sincerely,

Sherman Brown

Executive Vice President, National Restaurant Association Solutions



ID # 15876177
CARD # 10624731

ServSafe Alcohol® CERTIFICATE



EMMA METSKER

NAME

6/28/2018

DATE OF EXAMINATION

Card expires three years from the date of examination. Local laws apply.

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Executive Vice President, National Restaurant Association Solutions

Sherman Brown

This certificate confirms completion of the ServSafe Alcohol responsible alcohol service program.

NOTE: You can access your score and certification information anytime at ServSafe.com.

If you have any questions regarding your certification please contact the National Restaurant Association Service Center at ServiceCenter@restaurant.org or 800.765.2122, ext. 6703.



233 South Wacker Drive
Suite 3600
Chicago, IL 60606-6383
1-800-SERVSAFE
312-715-1010 In the Chicago area
ServSafe.com

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Congratulations!

You have successfully completed the ServSafe Alcohol® Responsible Alcohol Service Training and Certification Program. This is your official ServSafe Alcohol Certification Card and provides confirmation that you have studied, and are knowledgeable about, how to serve alcohol responsibly.

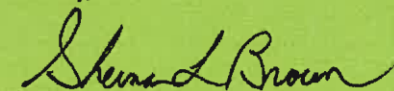
Thank you for participating in the ServSafe Alcohol program. Responsible alcohol service begins with the choices you make, and ServSafe Alcohol training will help you make the right decision when the moment arises.

By completing the ServSafe Alcohol program, you show your dedication to safe and responsible alcohol service. The ServSafe Alcohol program and the National Restaurant Association are dedicated to helping you continue to raise the bar on alcohol safety.

To learn more about our full suite of responsible alcohol service training products, contact your State Restaurant Association, your distributor or visit us at ServSafe.com.

We value your dedication to responsible alcohol service and applaud you for making the commitment to keep your operation, your customers and your community safe.

Sincerely,



Sherman Brown

Senior Vice President, National Restaurant Association Solutions



ID # 14452316
CARD # 15262141

ServSafe Alcohol® CERTIFICATE



KEITH FEFFER

NAME

6/23/2017

DATE OF EXAMINATION

Card expires three years from the date of examination. Local laws apply.

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Sherman Brown
Senior Vice President, National Restaurant Association Solutions

This certificate confirms completion of the ServSafe Alcohol® responsible alcohol service program.

In Alaska you must laminate your card for it to be valid.



175 West Jackson Boulevard,
Suite 1500
Chicago, IL 60604-2814
1.800.SERVSAFE
312.715.1010 In the Chicago area
ServSafe.com

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ServiceCenter@restaurant.org or
800.765.2122, ext. 6703.

Congratulations!

You have successfully completed the ServSafe Alcohol® Responsible Alcohol Service Training and Certification Program. This is your official ServSafe Alcohol Certification Card and provides confirmation that you have studied, and are knowledgeable about, how to serve alcohol responsibly.

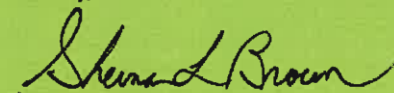
Thank you for participating in the ServSafe Alcohol program. Responsible alcohol service begins with the choices you make, and ServSafe Alcohol training will help you make the right decision when the moment arises.

By completing the ServSafe Alcohol program, you show your dedication to safe and responsible alcohol service. The ServSafe Alcohol program and the National Restaurant Association are dedicated to helping you continue to raise the bar on alcohol safety.

To learn more about our full suite of responsible alcohol service training products, contact your State Restaurant Association, your distributor or visit us at ServSafe.com.

We value your dedication to responsible alcohol service and applaud you for making the commitment to keep your operation, your customers and your community safe.

Sincerely,



Sherman Brown

Senior Vice President, National Restaurant Association Solutions



ID # 14464342
CARD # 16288378

ServSafe Alcohol® CERTIFICATE



BRIAN TAYLOR

NAME

6/26/2017

DATE OF EXAMINATION

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Sherman Brown
Senior Vice President, National Restaurant Association Solutions

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Suite 1500
Chicago, IL 60604-2814
1.800.SERVSAFE
312.715.1010 In the Chicago area
ServSafe.com

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NOTE: You can access your score and certification information anytime at ServSafe.com with the class number provided on this form.

If you have any questions regarding your certification please contact the National Restaurant Association Service Center at ServiceCenter@restaurant.org or 800.765.2122, ext. 6703.



eTIPS Off Premise 2.0 SSN: XXX-XX-XXXX

Issued: 4/7/2016

Expires: 4/7/2019

ID#: 4224929

D.O.B.: XX/XX/XXXX

**Christine A Kelley
Main Street Wine & Gourmet
42 Main St
Orleans, MA 02653-2441**

For service visit us online at www.gettips.com



106 Southville Road - Southborough, MA 01772
Toll Free (877) 366-1140 - FAX: (508) 836-4940

LIQUOR LIABILITY DECLARATIONS

TYPE: Occurrence

Policy Number: XXXXXXXXXX

THIS DECLARATIONS PAGE AND ENDORSEMENTS, IF ANY, ARE PART OF YOUR POLICY.

NAME OF INSURED (mailing address):

Truro Center for the Arts at Castle Hill, Inc
PO Box 756
Truro, MA 02666

PRODUCER:

Hart Insurance Agency
P.O. Box 700
Buzzards Bay, MA 02532-7366

Producer's Code No.: 1773

POLICY PERIOD: From: 12/13/2017

To: 12/13/2018

Time: 12:00 AM

Standard Time at the address of the Insured Premises as stated herein.

LOC NO. INSURED PREMISES - As described on the current license displayed at:

001 3 Edgewood Way, Truro, Barnstable Courty MA, 02666

LIMITS OF INSURANCE

Limit:	\$250,000	Per Person
Limit:	\$500,000	Per Occurrence
Limit:	\$500,000	Aggregate
Liquor Sales:		

DESCRIPTION OF BUSINESS

FORM OF BUSINESS: Corporation

BUSINESS DESCRIPTION: Annual Policy for Temporary Events - 300 Adult Attendees

Policy Number:		CLASSIFICATION AND PREMIUM		
LOC NO.	COVERAGE	CODE NO.	LIMIT OF LIABILITY	PREMIUM
001	temporary licenses - Annual Policies For Temporary Events (minimum 3 events at same location)	38		
			Total Premium:	\$400

RCVD 2018 JUL 2 PM 1:30
ADMINISTRATIVE OFFICE
TOWN OF TRURO

PREMIUM SHOWN IS PAYABLE:	STATE TAX OR OTHER (if applicable) _____	
	TOTAL PREMIUM (SUBJECT TO AUDIT)	\$400
	AT INCEPTION	_____
	AT EACH ANNIVERSARY	_____
(IF POLICY PERIOD IS MORE THAN ONE YEAR AND PREMIUM IS PAID IN ANNUAL INSTALLMENTS)		
AUDIT PERIOD (IF APPLICABLE)	<input checked="" type="checkbox"/> ANNUALLY	<input type="checkbox"/> SEMI-ANNUALLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> MONTHLY

Issued by: **Hospitality Mutual Insurance Company**
106 Southville Road
Southborough, MA 01772

Countersigned by: 

All notices should be directed to the above address.

SCHEDULE OF FORMS AND ENDORSEMENTS

POLICY NUMBER:

[REDACTED]

EFFECTIVE DATE:

12/13/2017

NUMBER

TITLE

LL0

(1008)

Liquor Liability Coverage Form



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Nicole Tudor, Executive Assistant

REQUESTED MEETING DATE: July 24, 2018

ITEM: Reappointments of Board, Committee, Commission Members

EXPLANATION:

John Dundas, current member on the Zoning Board of Appeals, has submitted his application to be re-appointed to the Zoning Board of Appeals for a three-year term. All forms/paperwork are up-to-date.

Raymond Cordeiro, current member on the Pamet Harbor Commission, has submitted his application to be re-appointed to the Pamet Harbor Commission for a three-year term. All forms/paperwork are up-to-date.

Stanley Sigel, current member on the Pamet Harbor Commission, has submitted his application to be re-appointed to the Pamet Harbor Commission for a one-year term. All forms/paperwork are up-to-date.

Nick Norman, current member and Chair on the Open Space Committee, has submitted his application to be re-appointed to the Open Space Committee for a three-year term. All forms/paperwork are up-to-date.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: Applicants will not be able to serve on the Board, Commission or Committee they have applied to.

SUGGESTED ACTION:

MOTION TO appoint John Dundas to the Zoning Board of Appeals for a three-year term, expiring on June 30, 2021.

MOTION TO appoint Raymond Cordeiro to the Pamet Harbor Commission for a three-year term, expiring on June 30, 2021.

MOTION TO appoint Stanley Sigel to the Pamet Harbor Commission for a one-year term, expiring on June 30, 2019.

MOTION TO appoint Nick Norman to the Open Space Committee for a three-year term, expiring on June 30, 2021.

ATTACHMENTS:

1. Reappointment Board/Committee/Commission Membership Checklist
2. Application to Serve-John Dundas
3. Application to Serve-Raymond Cordeiro
4. Application to Serve-Stanley Sigel
5. Application to Serve-Nick Norman



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

Office of the Board of Selectmen

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

Committees/Commissions/Board Members Seeking Reappointment

Committee/Commission/Board Name: John Dundas

Committee/Commission/Board Member Name: Zoning Board of Appeals

Length of term: **3 Year Term**

Chair's endorsement of reappointment ☒

Standards of Professional Conduct signed ☒

On-Line Ethics Training Completed *Certificates good for 2 years* ☒

Signed Acknowledgment/Summary of Conflict of Interest Law ☒

Sexual Harassment Board of Selectmen Policy #19 ☒

Committee/Commission/Board Name: Raymond Cordeiro

Committee/Commission/Board Member Name: Pamet Harbor Commission

Length of term: **3 Year Term**

Chair's endorsement of reappointment ☒

Standards of Professional Conduct signed ☒

On-Line Ethics Training Completed *Certificates good for 2 years* ☒

Signed Acknowledgment/Summary of Conflict of Interest Law ☒

Sexual Harassment Board of Selectmen Policy #19 ☒

Committee/Commission/Board Name: Stanley Sigel

Committee/Commission/Board Member Name: Pamet Harbor Commission

Length of term: **One Year term**

Chair's endorsement of reappointment ☒

Standards of Professional Conduct signed ☒

On-Line Ethics Training Completed *Certificates good for 2 years* ☒

Signed Acknowledgment/Summary of Conflict of Interest Law ☒

Sexual Harassment Board of Selectmen Policy #19 ☒

Committee/Commission/Board Name: Nick Norman, Chair

Committee/Commission/Board Member Name: Open Space Committee

Length of term: **Three Year term**

Chair's endorsement of reappointment

Standards of Professional Conduct signed ☒

On-Line Ethics Training Completed *Certificates good for 2 years* ☒

Signed Acknowledgment/Summary of Conflict of Interest Law ☒

Sexual Harassment Board of Selectmen Policy #19 ☒



TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

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

APPLICATION TO SERVE ON AN APPOINTED MULTI-MEMBER BODY

NAME: John R. Dunda HOME TELEPHONE: [REDACTED]
ADDRESS: 4 Baisie Road WORK PHONE: _____
MAILING ADDRESS: POB 649 E-MAIL: _____
FAX: _____ MULTI-MEMBER BODY ON WHICH I WISH TO SERVE: ZBA

SPECIAL QUALIFICATIONS OR INTEREST: _____

COMMENTS: _____

SIGNATURE: [Signature] DATE: 22 JUN 2018

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

SIGNATURE: _____ DATE: _____

INTERVIEW DATE: _____ APPOINTMENT DATE (IF
APPLICABLE): _____

From: [REDACTED]
To: [Nicole Tudor](#)
Subject: Re: Reappointment to ZBA
Date: Wednesday, July 18, 2018 8:38:14 AM
Attachments: [image008.png](#)
[image009.png](#)
[image010.png](#)

Good morning Nicole,

My reasons for seeking reappointment to Truro Zoning Board of Appeals:

1. The belief of individual property rights and defending to the best of our ability.
2. Town of Truro's vision of maintaining its unique culture and charm for its citizens and visitors, now and the future.
3. Am forever curious and in awe of architecture, engineering, and construction innovations (and the people who provide these services).
4. Better understanding and interpreting our zoning/land management responsibilities in support of Truro's vision.
5. Last but not least, working with a magnificent team: Buddy, Art, Fred, John, Nick, Sue, Town of Truro team-has been most enjoyable.

jrd

From: Nicole Tudor
Sent: Tuesday, July 17, 2018 8:41 AM
To: John Dundas
Cc: Noelle Scoullar; Elizabeth Sturdy
Subject: Reappointment to ZBA

Good morning John,

The Board of Selectmen are looking for people to expand a little on their reasons for seeking reappointment on their Applications to Serve.

When you have a moment would you kindly email back your reasons for seeking reappointment to the Zoning Board of Appeals. I will add that to your Application to Serve for the Selectmen's packet.

Thanks so much John!

Nicole

Nicole Tudor
Executive Assistant
Selectmen's Office
Truro Town Hall

RCVD 2018 JUN 14 AM 11:09

ADMINISTRATIVE OFFICE

TOWN OF TRURO



TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

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

APPLICATION TO SERVE ON AN APPOINTED MULTI-MEMBER BODY

NAME: RAYMOND CORDEIRO HOME TELEPHONE: [REDACTED]ADDRESS: 10 ARROWHEAD RD WORK PHONE: NONEMAILING ADDRESS: PO BOX 701 N. TRURO E-MAIL: _____

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

SEAKING APP. P.M.C.

SPECIAL QUALIFICATIONS OR INTEREST: _____

COMMENTS: _____

SIGNATURE: Raymond Cordeiro DATE: 6/14/18

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

Good member show up all meetingSIGNATURE: [Signature] DATE: 7/10/18INTERVIEW DATE: _____ APPOINTMENT DATE (IF
APPLICABLE): _____



TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

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

APPLICATION TO SERVE ON AN APPOINTED MULTI-MEMBER BODY

NAME: STANLEY SIGEL HOME TELEPHONE: [REDACTED]

ADDRESS: 4 UNION FIELD END WORK PHONE: [REDACTED]

MAILING ADDRESS: P.O. BOX 400 E-MAIL: [REDACTED]

FAX: [REDACTED] MULTI-MEMBER BODY ON WHICH I WISH TO SERVE: [REDACTED]

PANET HARBOR COMMISSION

SPECIAL QUALIFICATIONS OR INTEREST: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

COMMENTS: ① TAKEN COURSES FROM THE COAST GUARD

AXILIARY POWER SQUADRON.

② HAVE HAD A MOORING FOR OVER 30 YEARS IN

PANET HARBOR AND KNOW THE RULES AND REGULATIONS.

③ HAVE A GOOD REUATIONSHIP WITH THE BOATERS

[REDACTED]

SIGNATURE: Stanley Sigel DATE: May 8, 2018

COMMENT/RECOMENDATION OF CHAIRPERSON OF MULTI-MEMBER BODY (OPTIONAL) [REDACTED]

Good Seasonal Member

[REDACTED]

SIGNATURE: [REDACTED] DATE: 2/10/18

INTERVIEW DATE: [REDACTED] APPOINTMENT DATE (IF

APPLICABLE): [REDACTED]



TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

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

APPLICATION TO SERVE ON AN APPOINTED MULTI-MEMBER BODY

NAME: Nicholas Norman HOME TELEPHONE: [REDACTED]
 ADDRESS: 12 Scrimshaw St. WORK PHONE: [REDACTED]
 MAILING ADDRESS: POB 1076 E-MAIL: [REDACTED]
 FAX: 508/349-2607 MULTI-MEMBER BODY ON WHICH I WISH TO SERVE: Open Space

SPECIAL QUALIFICATIONS OR INTEREST: I have been the Chair of the Open Space Committee for a number of years and want to continue in the role.

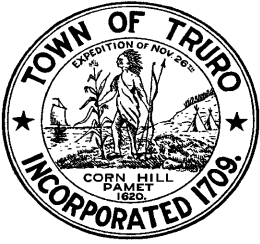
COMMENTS: After many years of not having money at our disposal due to prior commitments the Open Space Committee will now have the ability to help acquire additional land for the town. We look forward to joining w/ the housing authority in particular.

SIGNATURE: [Signature] DATE: 7/17/18

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

SIGNATURE: _____ DATE: _____

INTERVIEW DATE: _____ APPOINTMENT DATE (IF APPLICABLE): _____



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Noelle Scoullar, Executive Assistant

REQUESTED MEETING DATE: July 24, 2018

ITEM: Approval of Conservation Restriction for 25A Pond Road, Map 36, Parcel 35 and 25 Pond Road, Map 36, Parcel 39, both in North Truro, MA 02652

EXPLANATION: This Conservation Restriction has been submitted by The Compact of Cape Cod Conservation Trusts, Inc., on behalf of the Truro Conservation Trust. Approval is necessary so that the Conservation Restriction can be recorded in perpetuity, in compliance with the Community Preservation Act regulations. The Compact believes that this Conservation Restriction will ensure that the Twinefield will be preserved at this strategic corner of North Truro. Town Counsel has reviewed the document and approved it for form and content.

SUGGESTED ACTION: *MOTION TO approve the Conservation Restriction from the Truro Conservation Trust to the Town of Truro acting by and through its Conservation Commission in the public interest pursuant to Section 32 of Chapter 184 of the General Laws of Massachusetts.*

ATTACHMENTS:

1. Twinefield Conservation Restriction



THE COMPACT
OF CAPE COD CONSERVATION TRUSTS, INC.

21 June 2018

Ms. Rae Ann Palmer
Town Manager
Town of Truro
P.O. Box 2030
Truro MA 02566

RCVD 2018 JUN 25 am 11:03
ADMINISTRATIVE OFFICE
TOWN OF TRURO

RE: Conservation Restriction
Twinefield, Pond Road

Dear Ms. Palmer:

On behalf of the Truro Conservation Trust, please find enclosed a final copy of this conservation restriction (CR) for the Selectmen's approval. As you know, this approval is necessary so that the CR can be recorded in perpetuity, in compliance with the Community Preservation Act regulations. We believe that this Conservation Restriction will ensure that the Twinefield, Truro's unique scenic and natural asset, will be preserved at this strategic corner of North Truro.

I have pulled out the Selectmen's signature page for their signatures. I need a simple majority of signatures. Please return the original page to me.

Thank you for your assistance.

Sincerely,

Mark H. Robinson
Executive Director
Enc.

cc: TCT (Gaechter)

We, the undersigned, being a majority of the Select Board of the Town of Truro, Massachusetts, hereby certify that at a public meeting duly held on _____, 2018, the Select Board voted to approve the foregoing Conservation Restriction from the Truro Conservation Trust to the Town of Truro acting by and through its Conservation Commission in the public interest pursuant to Section 32 of Chapter 184 of the General Laws of Massachusetts.

TOWN OF TRURO
BOARD OF SELECTMEN

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss. _____, 2018.

Then personally appeared the above-named _____, Chairman of the Town of Truro Board of Selectmen, and proved to me through satisfactory evidence of identification, which was personal knowledge of identity, to be the person whose name is signed on the document and acknowledged the foregoing instrument to be his/her free act and deed on behalf of said Town of Truro Board of Selectmen, before me.

Notary Public
My commission expires:

Grantor: Truro Conservation Trust

Grantee: Town of Truro Conservation Commission

Property Address: 25 & 25A Pond Road, Truro, MA 02652

Title: Deed Book 30995 Page 54 in Barnstable County Registry of Deeds

Plan: Plan Book 245 Page 83; Parcels A & B

CONSERVATION RESTRICTION

Robert Bednarek, Alfred Gaechter, Carol Green, Marston D. Hodgins, Philip G. Smith, Valerie Falk, Tom Bow, William C. Worthington, Amanda Reed, Irma Ruckstuhl, Meg Royka, Brian Boyle and Susan Travers, as **TRUSTEES of the TRURO CONSERVATION TRUST**, established under a Declaration of Trust dated November 30, 1981, and recorded at the Barnstable County Registry of Deeds in Book 3428, Page 196, as amended, with a mailing address of P.O. Box 327, North Truro MA 02652, and for its successors and assigns holding any interest in the Premises as hereinafter defined ("Grantor"), acting pursuant to Sections 31-33 of Chapter 184 of the Massachusetts General Laws, in consideration paid of Two Hundred Thousand Dollars and 00/100 Cents (\$200,000.00), grants **WITH QUITCLAIM COVENANTS**, to **TOWN OF TRURO acting by and through its CONSERVATION COMMISSION** by authority of Section 8C of Chapter 40 and Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, with an address at Town Hall Road, P.O. Box 2030, Truro MA 02666, its successors and permitted assigns holding any interest in the Premises as hereinafter defined ("Grantee"), **IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES**, the following described **CONSERVATION RESTRICTION**, on the entirety of two parcels of land totaling 10.18 acres, more or less, located at 25 and 25A Pond Road in the Town of Truro, County of Barnstable, Commonwealth of Massachusetts, said parcels being described in Exhibit A and shown in Exhibit B attached hereto, said parcels hereinafter referred to as the "Premises."

I. PURPOSES

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. The purpose of this Conservation Restriction is to assure that the Premises will be maintained in perpetuity for conservation purposes, in a natural, scenic and undeveloped condition, and to prevent any use or change that would materially impair or interfere with its conservation and preservation values ("conservation values").

WHEREAS, the Massachusetts Endangered Species Act, set forth in Massachusetts General Laws Chapter 131A protects rare species and their habitats, and the Massachusetts Natural Heritage and Endangered Species Program ("MNHESP") has designated as Priority Habitats the known geographical extent of habitat for state-listed rare plant and animal species, and has

identified the areas in and around North Truro as a Priority Habitat of Rare Species; and,

WHEREAS, at the April 25, 2017 Annual Town Meeting, the voters of the Town of Truro approved Article 16, Section 8 and to spend \$200,000.00 to assist the Truro Conservation Trust in purchasing the Premises for open space protection (see Exhibit C attached hereto); and,

WHEREAS, in 2010, the Massachusetts Department of Fish and Game and The Nature Conservancy's Massachusetts Program published a report entitled *BioMap2: Preserving the Diversity of Massachusetts in a Changing World*, which identified Core Habitat areas "critical for the long-term persistence of rare species and other Species of Conservation Concern, as well as a wide diversity of natural communities and intact ecosystems across the Commonwealth;" and,

WHEREAS, in 1998 MNHESP and The Nature Conservancy identified "maritime sandplain natural communities" as being one of the rare habitats warranting "immediate conservation attention;" and,

WHEREAS, in July 1991 the Barnstable Assembly of Delegates, pursuant to the Cape Cod Commission Act (Chapter 716 of the Acts of 1989), adopted a *Regional Policy Plan*, amended in 1996, 2002 and 2009, which provided, *inter alia* (references are to the 2009 Plan):

- Wetlands Goal to "preserve and restore the quality and quantity of inland and coastal wetlands and its buffers on Cape Cod" (WET1);
- Wildlife and Plant Habitat Goal to "prevent loss or degradation of critical wildlife and plant habitat...and to maintain existing populations and species diversity" (WPH1); stating that "renewed commitment to protect the most ecologically sensitive undeveloped lands through land acquisition and other permanent conservation measures is also warranted;"
- Heritage Preservation and Community Character Goal to "protect and preserve the important historic and cultural features of Cape Cod's landscape...that are critical components of the region's heritage and economy" (HPCC1); and,
- A goal to protect "Significant Natural Resource Areas" that were identified as including land areas within 300 feet of ponds; (p.12); and,
- Water Resources Goal to "maintain the overall quality and quantity of Cape Cod's groundwater to ensure a sustainable supply of untreated high-quality drinking water and to preserve and restore the ecological integrity of marine and fresh surface waters" (p.31); and,
- Open Space and Recreation Goal to "preserve and enhance the availability of open space that provides wildlife habitat...and protects the region's natural resources and character" (OS1) with a recommended Town Action of working with "local land conservation organizations to identify, acquire by fee simple or conservation restriction, and manage open space to meet projected community needs;" and,

WHEREAS, in 2014 the Town of Truro updated its *Open Space and Recreation Plan*, identifying goals, policies and actions, including the following:

Goal 1: Preserve and enhance the availability of open space in order to provide wildlife habitat, recreation opportunities, and protect the natural resources, scenery, and character of Truro;

Goal 3: Ensure that continued residential development does not destroy key open lands that are important for ecosystems, view sheds, rural and historic character, or access ways for the general public;

Goal 4: Continue to develop active and passive recreation opportunities that serve all segments of Truro's diverse population; and,

WHEREAS, in 1991, the Town of Truro adopted a *Conservation Restriction Program*, consisting of policies and guidelines approved by the Board of Selectmen, which encourages the use of conservation restrictions to protect, among other things, natural habitats and rare species, to preserve a trail or scenic view and to limit or prevent construction on land of natural resource value; and,

WHEREAS, preservation of the Premises satisfies each of these objectives enumerated above because the Premises:

1. is within 300 feet of Pilgrim Pond;
2. is comprised partially of sandplain grassland, a rare open upland habitat;
3. is located 100% within a BioMap2 Core Habitat;
4. contains frontage on Pond Road, a designated Scenic Road in the Pond Village local historic district;
5. was used historically as a "twine field" where commercial fishermen spread their nets to dry and repair;
6. will enable the Truro Conservation Trust to establish an internal loop walking trail with expected connections to other preserved land in the neighborhood; and,
7. is a substantial contributing element to the overall scenic and historic character of the area by adding to and maintaining the land in its natural condition via a conservation restriction in partnership between a local land conservation organization and the Town of Truro; and

WHEREAS, the Town of Truro has in recent years come under increasing pressure for development, and such development can destroy or otherwise severely impact the open character, natural resources, and scenic beauty of the area; and,

WHEREAS, accordingly, the Premises possess significant open, natural, and scenic values of great importance to the Grantee and the people of Truro and the Commonwealth of Massachusetts; and,

WHEREAS, accordingly, the Premises constitutes a significant natural area which qualifies as a "...relatively natural habitat of wildlife, or plants, or similar ecosystem," and protection of the Premises will meet the requirements of Section 170(h)(4)(A)(ii) of the Code; and,

WHEREAS, accordingly, protection of the Premises will preserve open space pursuant to clearly delineated Federal, State and local government policies and will yield a significant public benefit, and will therefore meet the requirements of Section 170(h)(4)(A)(iii)(II) of the Code; and,

WHEREAS, accordingly, the Premises provides for the "scenic enjoyment of the general public" and protection of the Premises will therefore meet the requirements of Section 170(h)(4)(A)(iii)(I) of the Code; and,

WHEREAS, the Grantee is a municipal department empowered to conserve the natural resources of the town under M.G. L. Ch. 40, Sec. 8c; and,

WHEREAS, the Grantor intends, as owner of the Premises, to convey to the Grantee the right to preserve and protect the conservation values of the Premises in perpetuity, by retaining the Premises in their natural, scenic or undeveloped condition; and,

WHEREAS, these and other conservation values of the Premises, as well as its current uses, conditions, and state of improvement, are described in a Baseline Documentation Report ("Baseline") prepared by Grantee with the cooperation of the Grantor, consisting of maps, photographs, and other documents and stored at the office of the Grantor. The Baseline (i) is acknowledged by Grantor and Grantee to be a complete and accurate representation of the condition and values of the Premises as of the date of this Conservation Restriction, (ii) is intended serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein. Notwithstanding the foregoing, the parties may utilize any evidence of the condition of the Premises at the time of this grant other than the Baseline, should the Baseline be unavailable or if it does not adequately address the issues presented.

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, Grantor and Grantee voluntarily agree to the following:

II. PROHIBITED ACTS AND USES, EXCEPTIONS THERETO, AND PERMITTED USES

A. Prohibited Acts and Uses

Subject to the exceptions set forth herein, the Grantor will neither perform nor allow others to perform the following acts and uses, which are prohibited on, above and below the Premises:

- 1) Constructing, placing, or allowing to remain of any temporary or permanent building, structure, facility or improvement, including but not limited to any dwelling unit or habitable living space, tennis court, landing strip, mobile home, swimming pool, billboard or other advertising display, asphalt or concrete pavement, antenna, tower, windmill, water tower, water storage tank, well, solar array or any other structure or facility on, under or above the Premises;
- 2) Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit, or altering the topography thereof;
- 3) Placing, filling, storing or dumping on the Premises of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree and other vegetation cuttings generated off-site, waste or other substance or material whatsoever or the installation of underground storage tanks;
- 4) Cutting, mowing, removing or otherwise destroying trees, grasses or other

vegetation;

- 5) Activities detrimental to drainage, flood control, wildlife habitat, water or soil conservation, erosion control or the quality of surface or ground water;
- 6) The use, parking or storage of motorcycles, motorized trail bikes, all-terrain vehicles, snowmobiles and all other motor vehicles, except motorized wheelchairs, or as necessary by police, firemen or other governmental agents in carrying out their lawful duties, or for purposes of upkeep, maintenance and habitat management of the Premises as permitted herein, or as necessary for the mobility-impaired;
- 7) Any commercial recreation, commercial agriculture, or business, residential, or industrial use; any animal husbandry or horse paddocking or stables, paddocks, grazing areas or enclosures and the storage or dumping of manure or other animal wastes;
- 8) Hunting (owing to state safety setbacks), camping, trapping, bicycling, horseback riding and other non-pedestrian access;
- 9) Activities detrimental to archeological and historic resources, including but not limited to earth moving and the alteration of historic stone walls/cellar holes/features;
- 10) Conveyance of a part or portion of the Premises alone, or division or subdivision of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), it being the intent to keep the Premises in single ownership;
- 11) All development rights in the Premises are terminated and extinguished by this Restriction; and the Premises may not be used for the purpose of calculating the amount of Grantor's or any other land available for additional subdivision or calculating the building requirements on this or any other land owned by Grantor or any other person; and,
- 12) Any other use of the Premises or activity which is inconsistent with the purposes of this Conservation Restriction or that would materially impair its conservation values.

B. Reserved Rights and Exceptions

The Grantor reserves the right to conduct or permit the following activities and uses on the Premises, but only if such uses and activities do not materially impair the conservation values or purposes of this Conservation Restriction:

- (1) Permits. The exercise of any right reserved by Grantor under this Paragraph B shall be in compliance with zoning, the Wetlands Protection Act, and all other applicable federal, state and local laws, rules, regulations, and permits. The inclusion of any reserved right

- requiring a permit from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit should be issued.
- (2) **Vegetation Management.** In accordance with generally accepted management practices, selective minimal removing of brush, pruning and cutting to prevent, control or remove hazards, disease, insect or fire damage, or to preserve the present condition of the Premises as noted in the Baseline, including woods, trails, and meadows;
 - (3) **Non-native or nuisance species.** The removal of non-native or invasive species, the inter-planting of native species, and the control of species in a manner that minimizes damage to surrounding, non-target species and preserves water quality;
 - (4) **Composting.** The stockpiling and composting of stumps, trees and brush limbs and similar biodegradable materials originating on the Premises, provided that such stockpiling and composting is in locations where the presence of such activities will not impair the conservation values (including scenic values) of this Conservation Restriction. No such activities will take place closer than one hundred (100) feet from any wetland, waterbody or stream. All exercise of this Reserved Right shall take into account sensitive areas and avoid harm to nesting species during nesting season;
 - (5) **Wildlife Habitat Improvement.** With the prior written permission of Grantee, and in compliance with any MNHESP regulations with respect to habitat designations, measures designed to restore native biotic communities, particularly the sandplain grassland portions to be identified in the Baseline, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species including selective planting of native trees, shrubs and plant species;
 - (6) **Passive Recreation.** In order to protect the conservation values of the Premises, Grantor, Grantee, and the general public may use the property only for purposes consistent with conservation and passive recreation which for the purposes of this Paragraph shall mean any non-motorized outdoor activity that occurs in a natural setting with minimal disturbance of the natural and cultural resources, that is consistent with quiet enjoyment of the land, and that does not involve more than minimal use for commercial recreational activities, including but not limited to hiking, nature study, outdoor education, snowshoeing, fishing, and picnicking;
 - (7) **Security.** The installation of split rail fencing, gating, or plantings along the Pond Road frontage, with Grantee's permission, in order to prevent unauthorized vehicle entry and dumping;
 - (8) **Trails.** The creation of any new trails and the modification or abandonment of any existing trails shall be with the permission of the Grantee provided that any construction, relocation, or alteration results in trails that are no wider than eight (8) feet;
 - (9) **Fencing.** The erection and maintenance of wooden split-rail or comparable sight-pervious fencing no more than three (3) feet in height, and designed to allow for the passage of small wildlife guide in connection with the creation and maintenance of foot

trails, for public access, and private property demarcation;

- (10) Bounding. The right to install temporary or permanent boundary monuments;
- (11) Signs. The erection and maintenance of signs and educational kiosks identifying Grantor and Grantee, the Premises' boundaries and its status as conservation land, the restrictions on the use of the Premises, the identity or location of trails, areas of interest, natural features or other characteristics, including the historical significance, of the Premises, or for providing other like information. Signage will be subject to any applicable regional or local approvals;

- (12) Archaeology.

The right to conduct archaeological activities, including without limitation archaeological research, surveys, excavation and artifact retrieval, but only (a) after written notification to and approval by Grantee, and (b) in accordance with an archaeological field investigation plan prepared by or on behalf of the Grantor and approved in advance of such activity, in writing, by the Massachusetts Historic Commission ("MHC") State Archaeologist as required by Massachusetts General Laws. A copy of the results of any scientific investigation on the Premises is to be provided to the Grantee. Plans for restoration of the site of any archaeological activity shall be submitted to the Grantee in advance of restoration, and such restoration shall be conducted only in accordance with a plan approved by the Grantee;

Activities detrimental to archeological and historic resources, including but not limited to earth moving and the alteration of historic stone walls/cellar holes/features, shall not be deemed to be detrimental to archeological and historic resources if a description of the proposed activity and its location is submitted in writing (e.g., on a Project Notification Form) with a plan of land (or assessors map) and a USGS map with the Premises outlined thereon, to MHC and MHC issues a letter stating that the proposed activity is not within a resource area or is determined to not have an adverse effect on said resources. Grantor and Grantee shall make every reasonable effort to prohibit any person from conducting archaeological field investigation on the Premises, including metal detecting, digging, or artifact collecting, without approval of the MHC State Archaeologist (or appropriate successor official), and shall promptly report any such prohibited activity to the MHC State Archaeologist (or appropriate successor official). Grantor and Grantee shall include the prohibition against digging, artifact collecting, or metal detecting in any list of rules for visitors to the Premises;

- (13) Demolition and Site Restoration. Grantor agrees to remove the pre-existing single-family residence and any associated structures (the locations of which are shown in the sketch plan in Exhibit B) and materials and restore the land surface to a native-planted, vegetated condition within six months of the date of the recording of this Conservation Restriction;
- (14) Site Restoration. Any work undertaken in conjunction with the Reserved Rights described in this Paragraph B shall seek to minimize disturbance to the Conservation

Values and other natural features within the Premises that may be impacted as a result of exercising of any of the Reserved Rights described herein. Upon completion of any site work performed in conjunction with the Reserved Rights described in this Paragraph B, any disturbed areas shall be restored substantially to the conditions with respect to soil material, grade, and vegetated ground cover as documented in the Baseline, as applicable, or in conformance with the conditions with respect to soil material, grade, and vegetated ground cover that existed prior to said work, if said work is done in any area not documented in the Baseline.

- (15) Best Management Practices. The exercise of any right reserved by Grantor under this Paragraph B shall follow established, up to date, and regionally-applicable Best Management Practices or similar standards developed by a governmental agency or other entity with known expertise in the area of practice and designed to protect the natural features potentially affected by the action(s).

C. Notice and Approval.

Whenever notice to or approval by Grantee is required, Grantor shall notify Grantee, by a method requiring proof of receipt, in writing not less than 60 days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purposes of this Conservation Restriction. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within 60 days of receipt of Grantor's request. Grantee's approval shall not be unreasonably withheld, but shall only be granted upon a showing that the proposed activity shall not materially impair the purposes of this Conservation Restriction.

Failure of Grantee to respond in writing within 60 days shall be deemed to constitute approval by Grantee of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after 60 days in the notice, the requested activity is not prohibited herein, and the activity will not materially impair the conservation values or purposes of this Conservation Restriction.

III. LEGAL REMEDIES OF THE GRANTEE

A. Legal and Injunctive Relief.

The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to their condition prior to the time of the injury complained of (it being agreed that the Grantee will have no adequate remedy at law). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction. Grantee agrees to cooperate for a reasonable period of time prior to resorting to legal means in resolving issues concerning violations provided Grantor ceases objectionable actions and Grantee determines there is no ongoing diminution of the conservation values of the Conservation Restriction.

Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including reasonable counsel fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof, provided that a violation of this Conservation Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred. In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for a survey and to have the boundaries permanently marked.

B. Non-Waiver.

Enforcement of the terms of this Conservation Restriction shall be at the discretion of Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

C. Disclaimer of Liability

By acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

D. Acts Beyond the Grantor's Control

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from causes beyond the Grantor's control, including but not limited to fire, flood, storm and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. In the event of any such occurrence, the Grantor and Grantee will cooperate in the restoration of the Premises, if desirable and feasible.

IV. ACCESS

The Grantor hereby grants to the Grantee, or its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction. The Grantor also grants to the Grantee, after notice of a violation and failure of the Grantor to cure said violation, the right to enter the Premises for the purpose of taking any and all actions with respect to the Premises as may be necessary or appropriate to remedy or abate any violation hereof, including but not limited to the right to perform a survey of boundary lines.

Grantor also hereby grants right of access to the Premises to the public generally for passive recreation purposes as set forth in Paragraph II.B(6) above subject to Grantor's reasonable rules and regulations.

The terms and conditions of public access shall be determined by Grantor and shall be subject to the reasonable rules and regulations of Grantor. Visitors may be removed at any time by Grantor for failure to abide by the rules and regulations of Grantor.

V EXTINGUISHMENT

A. If circumstances arise in the future such as render the purpose of this Conservation Restriction impossible to accomplish, this Conservation Restriction can only be terminated or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Commonwealth of Massachusetts Secretary of Energy and Environmental Affairs. If any change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with Paragraph V.B and C below, subject, however, to any applicable law which expressly provides for a different disposition of the proceeds and after complying with the terms of any gift, grant, or funding requirements. Grantee shall use its share of the proceeds in a manner consistent with the conservation purpose set forth herein.

B. Grantor/Grantee Cooperation Regarding Public Action. Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in accordance with Paragraph V.C below, after complying with the terms of any law, gift, grant, or funding requirements. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of the proceeds like a continuing trust in a manner consistent with the conservation purposes of this grant.

C. Proceeds. The Grantor and the Grantee agree that donation of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is equal to ten percent (10%) of the fair market value of the unrestricted property. For the purposes of this Section, said proportionate value shall remain constant.

VI. ASSIGNABILITY

A. Running of the Burden. The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

B. Execution of Instruments. The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction; the Grantor, on behalf of itself and its successors and assigns, appoints the Grantee its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agree themselves to execute any such instruments upon request.

C. Running of the Benefit. The benefits of this Conservation Restriction shall run to the Grantee, shall be in gross and shall not be assignable by the Grantee, except in the following instances:

As a condition of any assignment, the Grantee shall require that the purpose of this Conservation Restriction continues to be carried out; that the Assignee is not an owner of the fee in the Premises, and the Assignee, at the time of the assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and is a donee eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts. Any assignment will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VII. SUBSEQUENT TRANSFERS

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee not less than twenty (20) days prior to the execution of such transfer. Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

The Grantor shall not be liable for violations occurring after their ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

VIII. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall, within sixty (60) days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance or non compliance with any obligation of the Grantor contained in this Conservation Restriction.

IX. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction to a non-fee owner that is qualified under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts in order to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

X. AMENDMENT

If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Grantor and Grantee may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended, or Sections 31-33 of Chapter 184 of the General Laws of Massachusetts. Any amendments to this Conservation Restriction shall occur only in exceptional circumstances. The Grantee will consider amendments only to correct an error or oversight, to clarify an ambiguity, or where there is a net gain in conservation value. All expenses of all parties in considering and/or implementing an amendment shall be borne by the persons or entity seeking the amendment. Any amendment shall be consistent with the purposes of this Conservation Restriction, shall not affect its perpetual duration, shall be approved by the Secretary of Energy and Environmental Affairs and if applicable, shall comply with the provisions of Article 97 of the Amendments to the Massachusetts Constitution, and any gifts, grants or funding requirements. Any amendment shall be recorded in the Barnstable Registry of Deeds.

XI. EFFECTIVE DATE

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative approvals required by Section 32 of Chapter 184 of the General Laws have been obtained, and it has been recorded in a timely manner in the Barnstable Registry of Deeds.

XII. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: Truro Conservation Trust, P.O. Box 327, N. Truro MA 02652
To Grantee: Town of Truro Conservation Commission, P.O. Box 2030, Truro MA 02666

or to such other address as any of the above parties shall designate from time to time by written notice to the other or, if notice is returned to sender, to an address that is reasonably ascertainable by the parties.

XIII. GENERAL PROVISIONS

A. **Controlling Law.** The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

B. **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to affect the purpose of this Conservation Restriction and the policy and purposes of Massachusetts General

Laws Chapter 184, Sections 31-33. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the purpose of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability. If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provision of this Conservation Restriction shall not be affected thereby.

D. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Restriction, all of which are merged herein.

E. Pre-existing Public Rights. Approval of this Conservation Restriction pursuant to Massachusetts General Laws Chapter 184, Section 32 by any municipal officials and by the Secretary of Energy and Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

F. Subordination. The Grantor attests that there is no mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises.

Attached hereto and incorporated herein by reference are the following:

APPROVALS

Grantor: Truro Conservation Trust.
Grantee: Town of Truro Conservation Commission
Town of Truro Board of Selectmen
Secretary of Energy and Environmental Affairs

EXHIBITS

- A. Description of the Premises
- B. Plan of Record
- C. Town Vote Authorizing Use of CPA Funds

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Executed under seal this 12th day of June, 2018.

GRANTOR:

Truro Conservation Trust

Alfred Gaechter
Alfred Gaechter, President/Trustee

Margaret A. Reefe

Andrew J. Keegan

Thomas J. [REDACTED]

Robert J. Wagoner

William C. Woodbury

Valerie Faller

[Signature]

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

12 June, 2018

Then personally appeared the above-named Alfred Gaechter, President and Trustee, Truro Conservation Trust, the organization named in the foregoing instrument, and proved to me through satisfactory evidence of identification, which was personal knowledge of identity, to be the person whose name is signed on the document, and acknowledged he is duly authorized to act on behalf of said organization and further acknowledged the foregoing instrument to be the free act and deed of said organization, before me.

Mark H. Robinson
Mark H. Robinson, Notary Public
My commission expires 24 July 2020



ACCEPTANCE

We, the undersigned, being a majority of the Conservation Commission of the Town of Truro, Massachusetts, hereby certify that at a public meeting duly held on May 7, 2018, 2018, the Conservation Commission voted to approve and accept the foregoing Conservation Restriction from the Truro Conservation Trust pursuant to M.G.L. Chapter 184 Section 32 and Chapter 40 Section 8(C) and do hereby accept the foregoing Conservation Restriction.

GRANTEE:

Town of Truro Conservation Commission

Deborah L. McCutcheon
Chair

James C. Bisceglia

Henry W. H. H. H.

J. M. P.

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

, 2018

Then personally appeared the above-named Deborah L. McCutcheon the person whose name is signed on the document and proved to me through satisfactory evidence of identification, which was personal knowledge of identity, and who being by me duly sworn did say that he is the chair of the Conservation Commission and acknowledged the foregoing instrument to be his free act and deed on behalf of the Town of Truro Conservation Commission, before me.

ot u ic
My commission expires: 24 July 2020



We, the undersigned, being a majority of the Select Board of the Town of Truro, Massachusetts, hereby certify that at a public meeting duly held on _____, 2018, the Select Board voted to approve the foregoing Conservation Restriction from the Truro Conservation Trust to the Town of Truro acting by and through its Conservation Commission in the public interest pursuant to Section 32 of Chapter 184 of the General Laws of Massachusetts.

TOWN OF TRURO
BOARD OF SELECTMEN

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss. _____, 2018.

Then personally appeared the above-named _____, Chairman of the Town of Truro Board of Selectmen, and proved to me through satisfactory evidence of identification, which was personal knowledge of identity, to be the person whose name is signed on the document and acknowledged the foregoing instrument to be his/her free act and deed on behalf of said Town of Truro Board of Selectmen, before me.

Notary Public
My commission expires:

APPROVAL BY
SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS

The undersigned, Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction from the Truro Conservation Trust to the Town of Truro acting by and through its Conservation Commission has been approved in the public interest pursuant to Massachusetts General Laws Chapter 184, Section 32.

Date: _____, 2018

MATTHEW A. BEATON
Secretary of Energy
and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this _____ day of _____, 2018, before me, the undersigned notary public, personally appeared MATTHEW A. BEATON, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

CONSERVATION RESTRICTION
on land owned by
Truro Conservation Trust
in Truro, Massachusetts

EXHIBIT A

Description of the Premises

The Premises subject to this Conservation Restriction is the entirety of two parcels of land located in the Town of Truro, Barnstable County, Commonwealth of Massachusetts, containing a total of 10.18 acres, more or less, and being more particularly bounded and described as follows:

PARCEL ONE:

Being the parcel of land shown as Parcel A, containing 3.94 acres, more or less, as shown on a plan of land entitled "Plan of Land in (North) Truro, Mass. made for Edward H. Rogers et ux, Scale 1" = 40' , Jan. 1971, W.G. Slade, Surveyor, Truro Mass." a copy of said plan being recorded at the Barnstable County Registry of Deeds in Plan Book 245 Page 89.

See sketch in Exhibit B attached hereto.

Street Address: 25A Pond Road, N. Truro MA 02652

Town of Truro Assessors Map: Map 36, Parcel 35

For Grantor's title, see Deed recorded in the Barnstable County Registry of Deeds in Book 30995 Page 54.

PARCEL TWO:

Being the parcel of land shown as Parcel B, containing 6.24 acres, more or less, as shown on a plan of land entitled "Plan of Land in (North) Truro, Mass. made for Edward H. Rogers et ux, Scale 1" = 40' , Jan. 1971, W.G. Slade, Surveyor, Truro Mass." a copy of said plan being recorded at the Barnstable County Registry of Deeds in Plan Book 245 Page 89.

See sketch in Exhibit B attached hereto.

Street Address: 25 Pond Road, N. Truro, MA 02652

Town of Truro Assessors Map: Map 36, Parcel 39

For Grantor's title, see Deed recorded in the Barnstable County Registry of Deeds in Book 30995 Page 54.

EXHIBIT B

Sketch Plan of Premises – for recorded plan see Barnstable Registry of Deeds Plan Book 245
Page 89

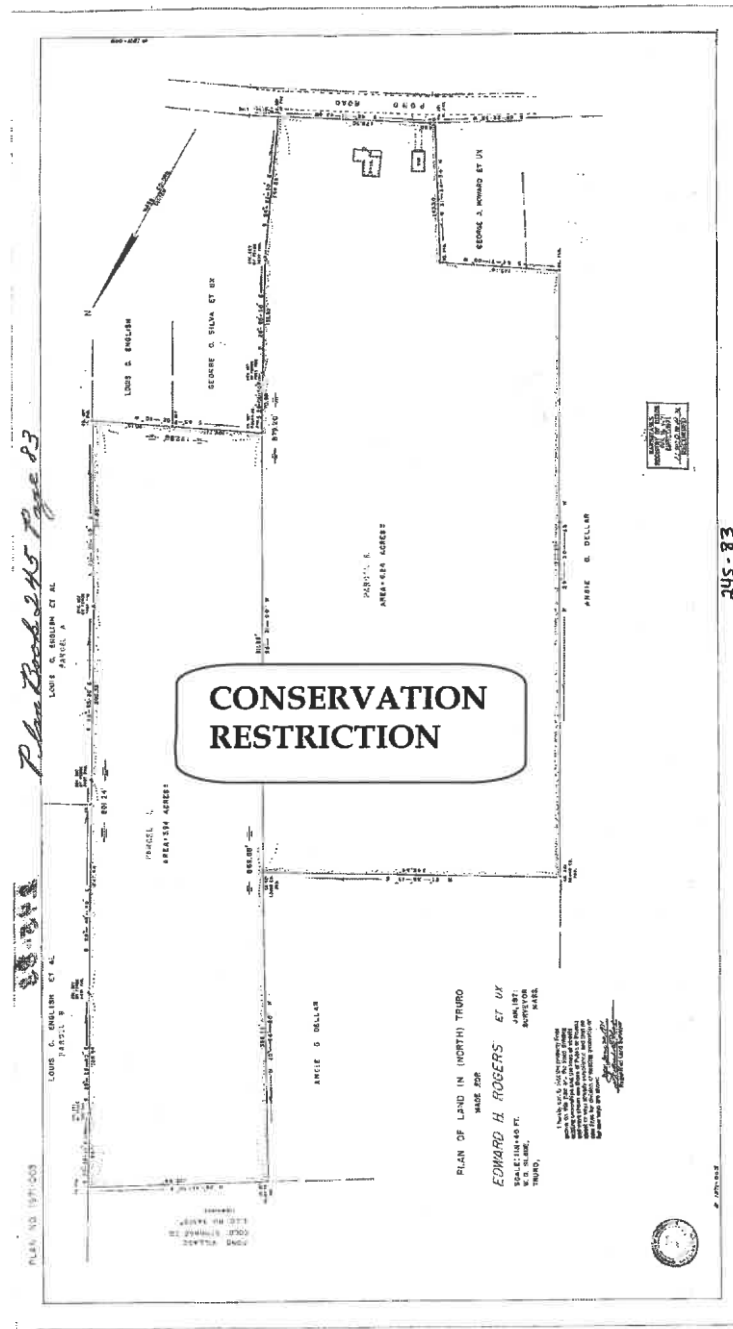


Exhibit C

Copy of Town Vote Authorizing the Use of CPA Funds to Acquire the Premises

**OFFICE OF
TOWN CLERK
TREASURER – COLLECTOR OF TAXES
TOWN OF TRURO, MA 02666-2012**

ANNUAL TOWN MEETING, April 25, 2017

ARTICLE 16: COMMUNITY PRESERVATION ACT

Section Eight: 25 and 25A Pond Road Land Acquisition (Open Space)

To see if the Town will vote to appropriate the sum of Two Hundred Thousand dollars (\$200,000.00) from Community Preservation Act Undesignated Fund Balance to provide a grant to the Truro Conservation Trust for the acquisition and preservation of 25 and 25A Pond Road, (Truro Assessor's Map 36, Parcels 39 and 35, respectively) to preserve the property as open space in perpetuity, including access for passive recreational use, subject to a grant agreement and a deed restriction satisfactory to the Community Preservation Committee, or take any other action relative thereto. *Requested by the Truro Conservation Trust.*

Finance Committee Recommendation: 4-0-1 in favor

Board of Selectmen Recommendation: 3-2-0 in favor

Community Preservation Committee Recommendation: 8-0-1 in favor

Comment: *The Conservation Trust has supported the purchase of the 10-acre Rogers property on Pond Road, which is the only remaining twinefield in Truro, in order to protect this valuable resource in perpetuity. In accepting this CPC grant, the Conservation Trust has agreed to ensure that the property is accessible to the public by way of walking trails, benches and distribution of public information.*

A16/S8 Move to appropriate the sum of Two Hundred Thousand dollars (\$200,000.00) from Community Preservation Act Undesignated Fund Balance to provide a grant to the Truro Conservation Trust for the acquisition and preservation of 25 and 25A Pond Road, (Truro Assessor's Map 36, Parcels 39 and 35, respectively) to preserve the property as open space in perpetuity, including access for passive recreational use, subject to a grant agreement and a deed restriction satisfactory to the Community Preservation Committee. Passes by majority.

So certified,



Cynthia A. Slade
Town Clerk, Town of Truro
July 31, 2017



Consent Agenda Item: 6D

TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Rae Ann Palmer, Town Manager

REQUESTED MEETING DATE: July 24, 2018

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: On September 26, 2017, the Board approved 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. Unfortunately, the correct process for approval by Massachusetts Historical Commission was not followed. The Preservation Restriction should have been reviewed and approved by the Commission prior to execution by the Grantors (Castle Hill) and the Town. Attached is the revised document as approved by the Mass Historical Commission and with much work by Attorney Karen Tosh on behalf of the Board of Castle Hill. Town Counsel has reviewed and approved the new restriction and the Truro Historical Commission has also approved it. The next step is for the restriction to be approved by the Board of Selectmen, after which it can be recorded with the Barnstable County Registry of Deeds.

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 and 2018 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 _____, 2018, 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 and Grantee previously entered into a Preservation Restriction Agreement dated the 26th day of September, 2017, which was not recorded at the Barnstable Registry of Deeds, and after review and comment by the Massachusetts Historical Commission, the parties now wish to void the aforementioned Agreement and enter into a new agreement that addresses the comments of the Massachusetts Historical Commission ("MHC"); therefore, the Preservation Restriction Agreement entered into on the 26th day of September 2017, is hereby revoked, rescinded and voided. The aforementioned Agreement was not recorded at the Barnstable Registry of Deeds and shall have no further legal or factual significance. The terms contained herein shall constitute the only Agreement between the parties as to the Preservation Restriction granted herein.

WHEREAS, Grantor is the owner of real property ("the Property") commonly known as Lot 1 of Edgewood Farm and more particularly described in a quitclaim deed from the Meldahl Realty Trust of record in the Barnstable Registry of Deeds in Deed Book 29380, at page 47, (a copy of the legal description from the quitclaim deed is attached hereto and incorporated herein by reference as Exhibit A), and which is shown as Lot 1 on a copy of a Modified Definitive Subdivision Plan of Land Made for the Meldahl Realty Trust, prepared by Slade Associates, Inc., Registered Land Surveyors, dated June 4, 2001 and recorded with Barnstable County Registry of Deeds in Book 622, Page 87, a copy of which is attached hereto and incorporated herein by reference as Exhibit B. The Property is also shown as Parcel 34 Truro Tax Assessor's Map 51. The property includes three historic buildings known as the Manuel Corey House, The Barn and The Cottage (the "Buildings"), as well as two structures of no historic significance, a studio and woodshop, all of which are described on Inventory Form B, prepared by PAL, Inc., November 2010, which is attached hereto and incorporated herein by reference as Exhibit E, 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 Truro 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 Truro 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 property shown on Sketch Plan Showing the Protected Area, dated April 23, 2018, and prepared by Outermost Land Survey, Inc., which is incorporated herein by reference as Exhibit C, which portion is referred to herein as the "Protected Area." The description of the Protected Area (by metes and bounds) is contained on Exhibit D, which is attached hereto and incorporated herein by reference.

WHEREAS, the parties are in agreement that defining the Protected Area is necessary and desirable because a portion of the Property contains structures that have no historic significance, and

WHEREAS, the Protected Area defined above as Exhibits C and D, illustrates, describes and constitutes the portion of Grantor's property containing the Buildings and their setting, including their vista, that is subject to this Preservation Restriction Agreement and are further described below.

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, surveys and legal descriptions, hereinafter collectively "Baseline Documentation") all attached hereto and 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:

- a. Exhibit A – Legal Description of Property
- b. Exhibit B- Copy of Modified Definitive Subdivision Plan
- c. Exhibit C- Sketch Plan of Land, Protected Area
- d. Exhibit D-Description of Protected Area
- e. Exhibit E- Inventory Form B
- f. Exhibit F- Thirty-two (32) Baseline photographs taken May, 2018, and one photograph taken July, 2018
- g. Exhibit G-Eleven (11) Existing Condition Architectural Drawings of the Buildings by J. Horowitz, Architect, dated May, 2016.

And is maintained on file in the offices of Grantor and Grantee at the Office of the Select Board, Truro Town Hall, 24 Town Hall Road, Truro, Massachusetts. 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 dated November 1, 2015, to the Truro Community Preservation Committee ("CPC") for Community Preservation Act funds (the "Work"), as set forth more particularly in a Grant Agreement dated October 7, 2016, between Grantor and Grantee (the "Grant Agreement"), the foregoing Application and Grant Agreement being hereby incorporated herein by this reference; and

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

WHEREAS, the grant of a preservation restriction by Grantor to Grantee on the Protected Area will assist in the preservation and maintenance of the Buildings and their 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 and the Protected Area 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 and Protected Area described in Exhibits A, B, C, D, E, F, and G, 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 and the Protected Area will be retained and maintained substantially in their current condition and to prevent any use or change in the Protected Area that will significantly impair or interfere with the Buildings' and Protected Area 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 Protected Area 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 and 68), 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 Protected Area, 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 Protected Area which would impair the visibility of the Buildings from Edgewood Way without the prior approval of the Grantee; it being understood that this provision is not intended to apply to existing vegetation located between State Highway 6 and the Buildings, or to existing trees located between Edgewood Way and the Buildings;
- (c) The dumping of ashes, trash, rubbish, or any other unsightly or offensive materials is prohibited on the Protected Area;
- (d) No above ground utility transmission lines, except those reasonably necessary for the existing Buildings, may be created on the Protected Area, subject to utility easements already recorded;

- (e) The Protected Area shall not be divided or subdivided in law or in fact and the Protected Area 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 Protected Area hereafter except for temporary structures required for maintenance or rehabilitation of the Protected Area, 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, conditioned or delayed, but which may be subject to such reasonable conditions as Grantee in its discretion may determine, Grantor shall make no 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 described in the attached Exhibit H "Restriction Guidelines," which are attached hereto and incorporated herein 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 enfacements, 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 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 or from important vantage points on the Protected Area, subject to prior reasonable review and approval by the Grantee following the requirements of Sections 3.1 and Section 3.2 below.

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 sixty (60) 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 sixty (60) 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 sixty (60) days of receipt shall constitute deemed approval; provided nothing herein shall be construed to permit Grantor to undertake any of the activities prohibited hereunder.

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

The terms of this Agreement shall apply only to the portion of the Property identified herein as the "Protected Area."

5. Grantor's 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 Protected Area 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 Buildings and Protected Area; 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. Furthermore, any interior alterations that may potentially affect the structural integrity of the Buildings may not be undertaken without prior approval of the Grantee.

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 Buildings and Protected Area 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 seek 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 Protected Area insured by an insurance company rated "A" 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 Protected Area 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 Protected Area 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 Protected Area; physical damage to the Protected Area; the presence or release in, on, or about the Protected Area, 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 Protected Area, 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 Protected Area 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 Protected Area.

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 Protected Area.

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 Grantor, Truro Center for the Arts, by mail to P.O. Box 756, Truro MA 02666 or by hand to 10 Meetinghouse Road, Truro, Massachusetts and to Grantee, Truro Historical Commission by mail, to P.O. Box 2030, and by hand to 24 Town Hall Road, Truro MA 02666, with copies to Truro Select Board (formerly Board of Selectmen), P.O. Box 2030 Truro MA 02666 or by hand to the office of the Select Board, 24 Town Hall Road, Truro Massachusetts. 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 Protected Area 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 Protected Area 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 Protected Area. 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 Protected Area shall have no obligation pursuant to this instrument where such owner shall cease to have any ownership interest in the Protected Area 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 Protected Area or any part hereof, including by way of example but not limitation, a lease of all or a portion of the Property Protected Area.

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 shall take effect upon its duly being executed by Grantor

and Grantee, its being approved by the Massachusetts Historical Commission, and its being recorded at the Barnstable Registry of Deeds.

EXTINGUISHMENT

21.1. Extinguishment. Grantor and Grantee hereby recognize that an unexpected change in conditions affecting the Protected Area may make impossible the continued ownership or use of the Protected Area 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, including approvals by the Town of Truro and by the Massachusetts Historical Commission following public hearings by both of the foregoing to determine that such extinguishment is in the public interest.

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 Protected Area 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 Buildings and Protected Area and the Purpose of this Preservation Restriction Agreement; shall not affect its perpetual duration; shall not permit residential development on the Protected Area; 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 Protected Area 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 Protected Area prior in right to this Preservation Restriction Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this ____ day of _____, 2018.

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

By: Elsa Tarantal
Name: Elsa Tarantal
Title: Co-President

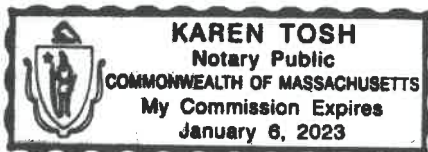
By: [Signature]
Name: Nancy Rahnasto Osborne
Title: Co-President

By: [Signature]
Name: David Grayson
Title: Treasurer

COMMONWEALTH OF MASSACHUSETTS

Barnstable County

On this 19th day of July, 2018, before me, the undersigned Notary Public, personally appeared Elsa Taranta who proved to me through satisfactory evidence of identification, which was her driver's license, to be the person whose name is signed on the preceding page, and acknowledged to me that she signed it voluntarily for its stated purpose as Co-President of the Truro Center for the Arts at Castle Hill, Inc.

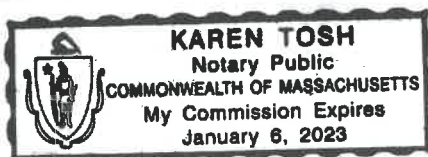


[Signature]
Karen Tosh, Esq.
Notary Public
My Commission Expires: 1/6/2023

COMMONWEALTH OF MASSACHUSETTS

Barnstable County

On this the 19th day of July, 2018, before me, the undersigned Notary Public, personally appeared Nancy Rahnasto Osborne, who proved to me through satisfactory evidence of identification, which was her driver's license, to be the person whose name is signed on the preceding page, and acknowledged to me that she signed it voluntarily for its stated purpose as Co-President of the Truro Center for the Arts at Castle Hill, Inc.

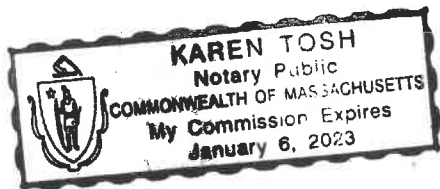


[Signature]
Karen Tosh
Notary Public
My Commission Expires: 1/6/2023

COMMONWEALTH OF MASSACHUSETTS

Barnstable County

On this the 21st day of July, 2018, before me, the undersigned Notary Public, personally appeared David Grayson, who proved to me through satisfactory evidence of identification, which was her driver's license, to be the person whose name is signed on the preceding page, and acknowledged to me that he signed it voluntarily for its stated purpose as Treasurer of the Truro Center for the Arts at Castle Hill, Inc.



Karen Tosh
Karen Tosh
Notary Public
My Commission Expires: 1/6/2023

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 _____, 2018.

GRANTEE:

TOWN OF TRURO,
By its Historical Commission

Matthew J. Kiefer

Charles E. Steinman

Helen McNeil-Ashton

Richard Larkin

David Perry

Fred Todd

David Kirchner

COMMONWEALTH OF MASSACHUSETTS

Barnstable County.

On this ____ day of _____, 2018, before me, the undersigned Notary Public, personally appeared Matthew J. Kiefer, member of the Truro Historical Commission, as aforesaid, who proved to me through satisfactory evidence of identification, which was his driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of the Town of Truro.

Printed Name: Karen Tosh
Notary Public
My Commission Expires: 1/6/2023

COMMONWEALTH OF MASSACHUSETTS

Barnstable County.

On this ____ day of _____, 2018, before me, the undersigned Notary Public, personally appeared Charles E. Steinman, member of the Truro Historical Commission, as aforesaid, who proved to me through satisfactory evidence of identification, which was his driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of the Town of Truro.

Printed Name: Karen Tosh
Notary Public
My Commission Expires: 1/6/2023

COMMONWEALTH OF MASSACHUSETTS

Barnstable County.

On this ____ day of _____, 2018, before me, the undersigned Notary Public, personally appeared Helen McNeil-Ashton, member of the Truro Historical Commission, as aforesaid, who proved to me through satisfactory evidence of identification, which was her driver's license, 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 Town of Truro.

Printed Name: Karen Tosh
Notary Public
My Commission Expires: 1/6/2023

COMMONWEALTH OF MASSACHUSETTS

Barnstable County.

On this ____ day of _____, 2018, before me, the undersigned Notary Public, personally appeared Richard Larkin, member of the Truro Historical Commission, as aforesaid, who proved to me through satisfactory evidence of identification, which was his driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of the Town of Truro.

Printed Name:
Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Barnstable County.

On this ____ day of _____, 2018, before me, the undersigned Notary Public, personally appeared David Perry, member of the Truro Historical Commission, as aforesaid, who proved to me through satisfactory evidence of identification, which was his driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of the Town of Truro.

Printed Name:
Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Barnstable County.

On this ____ day of _____, 2018, before me, the undersigned Notary Public, personally appeared Fred Todd, member of the Truro Historical Commission, as aforesaid, who proved to me through satisfactory evidence of identification, which was his driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of the Town of Truro.

Printed Name: Karen Tosh
Notary Public
My Commission Expires: 1/6/2023

COMMONWEALTH OF MASSACHUSETTS

Barnstable County.

On this ____ day of _____, 2018, before me, the undersigned Notary Public, personally appeared David Kirchner, member of the Truro Historical Commission, as aforesaid, who proved to me through satisfactory evidence of identification, which was his driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of the Town of Truro.

Printed Name: Karen Tosh
Notary Public
My Commission Expires: 1/6/2023

APPROVAL OF PRESERVATION RESTRICTION

The Town of Truro, acting by and through its Select Board, formerly known as the 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 _____, 2018.

TOWN OF TRURO,
By its Board of Selectmen
(Now, "Select Board")

Paul Wisotsky

Maureen Burgess

Jan Worthington

Robert Weinstein, Chair

Kristen Reed

COMMONWEALTH OF MASSACHUSETTS

Barnstable County

On this ____ day of _____ 2018, before me, the undersigned notary public, personally appeared Paul Wisotsky, member of the Town of Truro Select Board, formerly the Board of Selectmen, as aforesaid, proved to me through satisfactory evidence of identification, which was his driver's license to be the person whose name is signed above and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of the Town of Truro.

Printed Name:
Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Barnstable County

On this ____ day of _____ 2018, before me, the undersigned notary public, personally appeared Maureen Burgess, member of the Town of Truro Select Board, formerly the Board of Selectmen, as aforesaid, proved to me through satisfactory evidence of identification, which was her driver's license to be the person whose name is signed on the preceding page and acknowledged to me that she signed it voluntarily for its stated purpose on behalf of the Town of Truro.

Printed Name:
Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Barnstable County

On this ____ day of _____ 2018, before me, the undersigned notary public, personally appeared Jan Worthington, member of the Town of Truro Select Board, formerly, the Board of Selectmen, as aforesaid, proved to me through satisfactory evidence of identification, which was her driver's license to be the person whose name is signed on the preceding page and acknowledged to me that she signed it voluntarily for its stated purpose on behalf of the Town of Truro.

Printed Name:
Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Barnstable County

On this ____ day of _____ 2018, before me, the undersigned notary public, personally appeared Robert Weinstein, Chair of the Town of Truro Select Board, formerly the Board of Selectmen, as aforesaid, proved to me through satisfactory evidence of identification, which was his driver's license to be the person whose name is signed on the preceding page and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of the Town of Truro.

Printed Name:
Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Barnstable County

On this ____ day of _____ 2018, before me, the undersigned notary public, personally appeared Kristen Reed, member of the Town of Truro Select Board, formerly the Board of Selectmen, as aforesaid, proved to me through satisfactory evidence of identification, which was her driver's license to be the person whose name is signed above and acknowledged to me that she signed it voluntarily for its stated purpose on behalf of the Town of Truro.

Printed Name:
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 County.

On this ____ day of _____, 2018, 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 page, and acknowledged to me that she signed it voluntarily for its stated purpose, on behalf of the Massachusetts Historical Commission.

Printed Name:
Notary Public
My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION FROM
QUITCLAIM DEED

FROM QUITCLAIM DEED OF RECORD IN
BARNSTABLE REGISTRY OF DEEDS
BOOK 29380, PAGE 47

. . . a certain parcel of land and any improvements thereon situate in the Town of Truro, Barnstable County, Massachusetts, together with buildings thereon, said land being bounded and described as follows:

Lots 1 and 2 as shown on a plan entitled "Subdivision Plan of Land in Truro Made For The Meldahl Realty Trust, Scale 1"= 60', June 4, 2001, Slade Associates, Inc., Registered Land Surveyors, Route 6 & Pine Point Road, Wellfleet MA 02667, said plan being recorded with Barnstable Registry of Deeds in Plan Book 569, Page 44.

The grantor also hereby releases all right, title and interest it may have in that private way known as Edgewood Way as shown on said plan.

There is excepted herefrom such land as has been taken for highway purposes by the Commonwealth of Massachusetts, and the premises is conveyed with any benefit, right, cause of action or award that may now or hereafter be due to or may arise in or belong to the grantor from a taking made by or on behalf of the United States Government of any portion of the above-described premises for park purposes.

DATE OF DEFINITIVE APPLICATION: NOVEMBER 14, 2015
DATE OF DEFINITIVE APPROVAL: DECEMBER 4, 2015
DATE OF DEFINITIVE ENDORSEMENT:

3.6 UTILITIES: EXISTING OVERHEAD UTILITIES FROM ROUTE 8 TO POLE #T3/B TO REMAIN UTILITIES TO BE UNDERGROUND FROM POLE #T3/B TO THE SOUTHWEST CORNER OF LOT 2.

51-68

51-88
LOT 2

LCB
FBI

51-B9
LOT 3

SEE PLAN
BK 569, PG. 44

51-90
LOT 4

51-34
LOT 1

51-91

LOT 5

TOWN OF TRURO

**MODIFIED DEFINITIVE
SUBDIVISION PLAN
OF LAND IN
TRURO**

SHOWING A MODIFICATION OF LAND AS SHOWN ON
A PLAN RECORDED IN PLAN BOOK 589, PAGE 44.
MADE FOR

MALCOLM MELDALL TRUSTEE

SCALE 1"=50' DECEMBER 9, 2018
SLADE ASSOCIATES, INC., REGISTERED LAND SURVEYORS
10 PINE POINT ROAD WELFLEET, MA 02607

348-349-3710

PLAN 2015-183

LOCUS IS SHOWN AS PCIS 34, 88, 89 & 90
ON SK 51 OF THE TRURO ASSESSORS' ATLAS.

DOI REGISTRY LINK

51-30

STATE HIGHWAY - ROUTE 9
1960 ALLOCATION

CONDITIONAL APPROVAL

Patricio Hernandez
John B. B. B. B.
Luis Maria Tolia
John S. S.
John S. S.
John S. S.

FOR THE THIRDS PLANNING BOARD
UNDER M.G.L. CH. 41, SEC. 61W
(MODIFICATION)
(SEE PLAN RECORDED IN BK 509, PG. 44
AND COPIANT RECORDED IN BK 1000, PG. 8.)

DATE January 5, 2016

I, CYNTHIA SLADK, CLERK OF THE TOWN OF
TRURO, HEREBY CERTIFY THAT THE NOTICE
OF APPROVAL OF THIS PLAN BY THE TRURO
PLANNING BOARD HAS BEEN RECEIVED AND
RECORDED AT THIS OFFICE AND NO APPEAL
WAS RECEIVED DURING THE TWENTY DAYS
AFTER SUCH RECEIPT AND RECORDING OF
SUCH NOTICE.

DATE JANUARY 5, 2016 William
TOWN CLERK

51-28
SEE PLAN
BK 143, PG. 33

CONSTRUCT
SPILLWAY TO
3'-4" X 4"
LEACH GALLEYS-

"EDGEWOOD WAY
(VARIABLE WIDTH)
STRUCT WOODEN GUARD RAIL
N67°31'09"
1:25

51-33

PIN B

CONTINUED

RESIDENTIAL

**■ DENOTES DRILL HOLE IN CONCRETE MONUMENT
FOUND UNLESS OTHERWISE INDICATED**

OWNER & APPLICANT:

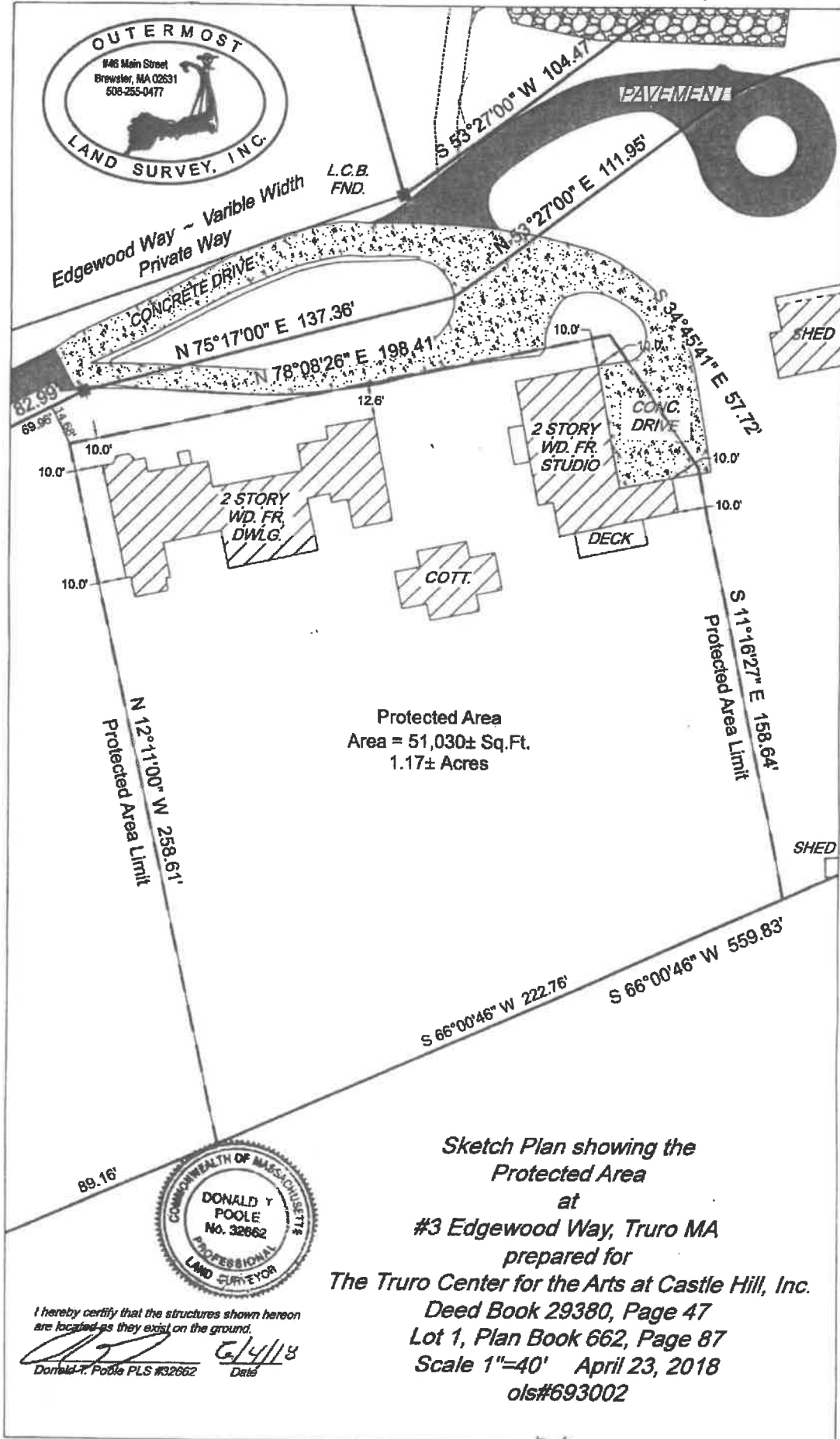
MALCOLM MELDahl, TRUSTEE OF THE MELDahl REALTY TRUST

GRAPHIC SCALE

50 0 25 50 100

(IN FEET)
1 inch = 50 ft.

RESIDENTIAL



*Sketch Plan showing the
Protected Area
at
#3 Edgewood Way, Truro MA
prepared for
The Truro Center for the Arts at Castle Hill, Inc.
Deed Book 29380, Page 47
Lot 1, Plan Book 662, Page 87
Scale 1"=40' April 23, 2018
ols#693002*

24

Exhibit D - Description of Protected Area



Description of Protected Area

Point of Beginning is North 63 degrees, 18 minutes, 13 seconds East, a distance of 69.96' (Sixty-Nine feet and Ninety-Six hundredths), thence turning 90 degrees right (South 26 degrees, 41 minutes, 47 seconds East) and going a distance of 14.68' (Fourteen feet and Sixty-Eight hundredths) from the Northwest corner of Lot 1, Plan Book 662, Page 87, and Lot 1, Plan Book 569, Page 44, thence;

North 78 degrees, 08 minutes, 26 seconds East, a distance of 198.41' (One Hundred Ninety-Eight feet and Forty-One hundredths) to a point, thence;

South 34 degrees, 45 minutes, 41 seconds East, a distance of 57.72' (Fifty-seven feet and Seventy-Two hundredths) to a point, thence;

South 11 degrees, 16 minutes, 27 seconds, a distance of 158.64' (One Hundred Fifty-Eight feet and Sixty-Four hundredths) to a point on the Southerly line of Lot 1, Plan Book 662, Page 87, and Plan Book 569, page 44, thence;

Along the aforementioned Southerly Line of Lot 1, South 66 degrees, 00 minutes, 46 seconds West, a distance of 222.76' (Two Hundred Twenty-Two feet and Seventy-Six hundredths) to a point that is North 66 degrees, 00 minutes, 46 seconds East and 89.16' (Eight Nine feet and Sixteen hundredths) from the Southwest corner of aforesaid Lot 1, thence;

North 12 degrees, 11 minutes, 00 seconds West, a distance of 258.61' (Two Hundred Fifty Eight feet and Sixty One hundredths)) to the Point of Beginning, containing 51,030 Square Feet (Fifty One Thousand and Thirty Square Feet) or 1.17 Acres (One Acre and Seventeen hundredths)

Massachusetts Cultural Resource Information System

Scanned Record Cover Page

Inventory No: TRU.372
Historic Name: Corey, Manuel House - Edgewood Farm
Common Name:
Address: 3 Edgewood Way
City/Town: Truro
Village/Neighborhood:
Local No: 51-34
Year Constructed: C 1898
Architect(s): Davis, Benjamin
Architectural Style(s): Colonial Revival
Use(s): Agricultural; Orchard; Poultry Farm; Single Family Dwelling House
Significance: Agriculture; Architecture; Commerce
Area(s):
Designation(s):



The Massachusetts Historical Commission (MHC) has converted this paper record to digital format as part of ongoing projects to scan records of the Inventory of Historic Assets of the Commonwealth and National Register of Historic Places nominations for Massachusetts. Efforts are ongoing and not all inventory or National Register records related to this resource may be available in digital format at this time.

The MACRIS database and scanned files are highly dynamic; new information is added daily and both database records and related scanned files may be updated as new information is incorporated into MHC files. Users should note that there may be a considerable lag time between the receipt of new or updated records by MHC and the appearance of related information in MACRIS. Users should also note that not all source materials for the MACRIS database are made available as scanned images. Users may consult the records, files and maps available in MHC's public research area at its offices at the State Archives Building, 220 Morrissey Boulevard, Boston, open M-F, 9-5.

Users of this digital material acknowledge that they have read and understood the MACRIS Information and Disclaimer (<http://mhc-macris.net/macrisdisclaimer.htm>)

Data available via the MACRIS web interface, and associated scanned files are for information purposes only. THE ACT OF CHECKING THIS DATABASE AND ASSOCIATED SCANNED FILES DOES NOT SUBSTITUTE FOR COMPLIANCE WITH APPLICABLE LOCAL, STATE OR FEDERAL LAWS AND REGULATIONS. IF YOU ARE REPRESENTING A DEVELOPER AND/OR A PROPOSED PROJECT THAT WILL REQUIRE A PERMIT, LICENSE OR FUNDING FROM ANY STATE OR FEDERAL AGENCY YOU MUST SUBMIT A PROJECT NOTIFICATION FORM TO MHC FOR MHC'S REVIEW AND COMMENT. You can obtain a copy of a PNF through the MHC web site (www.sec.state.ma.us/mhc) under the subject heading "MHC Forms."

Commonwealth of Massachusetts
Massachusetts Historical Commission
220 Morrissey Boulevard, Boston, Massachusetts 02125
www.sec.state.ma.us/mhc

This file was accessed on:

Thursday, October 31, 2013 at 11:53 AM

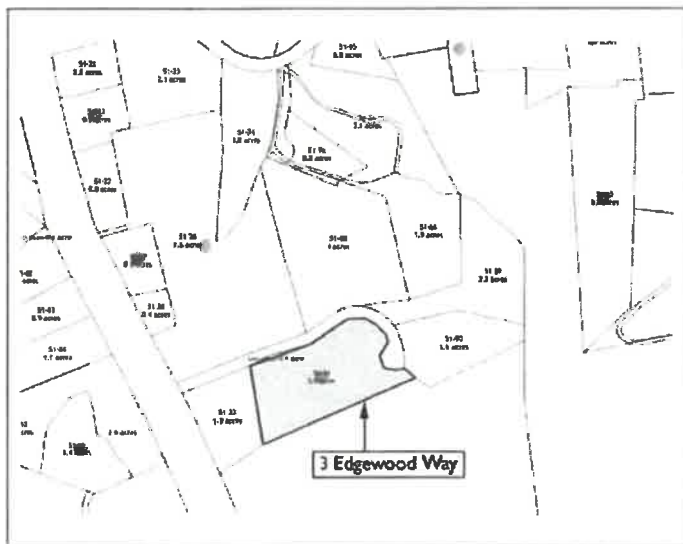
FORM B – BUILDING

MASSACHUSETTS HISTORICAL COMMISSION
MASSACHUSETTS ARCHIVES BUILDING
220 MORRISSEY BOULEVARD
BOSTON, MASSACHUSETTS 02125

Photograph



Topographic or Assessor's Map



Recorded by Laura Kline, Quinn R. Stuart, Blake McDonald
Organization: PAL
Date November 2010

Assessor's Number USGS Quad Area(s) Form Number

51-34

Wellfleet

TRU.372

Town Truro

Place

Address 3 Edgewood Way

Historic Name Manuel Corey House/Edgewood Farm

Uses Present: Residence/Event Venue

Original: Residence

Date of Construction ca. 1898

Source Deed, map, and census research; current owner

Style/Form Colonial Revival/Cape Cod

Architect/Builder Benjamin Davis (builder)

Exterior Material

Foundation: Concrete

Wall/Trim: Clapboard

Roof: Wood shingle

Outbuildings/Secondary Structures

Barn, ca. 1900

Cottage (renovated chicken coop), ca. 1900

Workshop, ca. 2001

Studio, date unknown

Major Alterations

East and west additions, ca. 1930 (source: current owner)

Dormer additions, date unknown

Condition Good

Moved ☒ no ☐ yes Date

Acreage 2.87 acres

Setting The house is located on a grassy knoll and faces south, away from the road. The informal landscape consists of foundation plantings, bushes, and a variety of deciduous trees. A concrete driveway north of the house leads to two parking lots and multiple outbuildings.

RECEIVED

NOV 02 2011

MASS. HIST. COMM.

INVENTORY FORM CONTINUATION SHEET

TRURO

3 Edgewood Way

MASSACHUSETTS HISTORICAL COMMISSION

Area(s) Form No.

220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

TRU.372

ARCHITECTURAL DESCRIPTION

The Manuel Corey House at 3 Edgewood Way is a one-story wood-frame building, originally constructed ca. 1898. 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.

The house has a wood-shingled roof with a large brick chimney at the center of the roof ridge. Each of the additions also has a brick chimney at the roof ridge. The walls are clad in clapboards with flat wood corner boards, and the house rests on a concrete foundation. It retains its characteristic Colonial Revival-style dentils along the cornice. The main entrance on the south (facade) elevation is not visible from the public way. Wood twelve-light patio doors are located on the north and east elevations of the east addition. Fenestration consists primarily of rectangular, six-over-nine, double-hung wood windows with molded wood surrounds. A single, rectangular, six-over-six, double-hung window is located in the central gabled dormer; and pairs of rectangular, six-light, wood casement windows are located in the flanking dormers. A large four-light fixed wood window is located in the north elevation of the east addition, and a projecting bay window is centered on the north elevation of the west addition.

A large one-story side-gable barn with a one-story addition on its south elevation is built into a small slope east of the main house. Two shed dormers rise from the east roof slope, and a gabled dormer rises from the west roof slope. The building has a steeply pitched wood-shingled roof, wood-shingled exterior walls, and a concrete foundation. A one-story saltbox cottage stands between the house and the barn, slightly south. It has a wood-shingled roof and clapboard siding. A studio and garage, both one story in height, are located northeast of the house. They each have asphalt-shingled side-gabled roofs and wood-shingled walls.

HISTORICAL NARRATIVE

Deed research indicates that Peter Lombard (b. 1800) acquired property in the vicinity of 3 Edgewood Way in 1839, and a house with the Lombard name appears on the 1858 Walling map. After Lombard's death, the Town of Truro acquired his farm, which was then purchased by John F. Corey in 1878. A house is labeled with Corey's name on the 1880 Walker map of the area and with M. Corey on the 1905 Walker map. However, the current owner, Eleanor Meldahl, states that the existing Cape Cod house on the property was constructed in 1898 by a well-known local builder, Benjamin Davis, and purchased soon after by Manuel Corey. It is possible that Davis built the house on land adjacent to John Corey's farm, which Manuel then bought to enlarge the property he inherited from John. Manuel Corey constructed the existing barn on the property about the same time that he purchased the house (Meldahl 2011).

Manuel F. Corey served as town clerk, auditor, and on the board of library trustees. His farm, known as Edgewood Farm, had an orchard and produced vegetables, poultry, and milk (Brennan and Worthington 2002:22). In 1930, Corey sold the farm to Sheldon Dick, who constructed the kitchen ell and two large wings on the house and converted a former chicken coop to a guest cottage (Meldahl 2011). After Dick's death, it passed to Emily C. Hoeffel in 1951. The property currently belongs to the Meldahl Family Trust, which operates a wedding/event venue on it.

BIBLIOGRAPHY and/or REFERENCES

Barnstable County Registry of Deeds, Barnstable, MA.

- 2001. Deed, Eleanor H. Meldahl to Trustees of Meldahl Realty Trust. Book 6126, Page 259.
- 1965. Deed, Virginia Heyer Young to Eleanor Heyer Meldahl. Book 1287, Page 1044.
- 1951. Deed, Robert C. Remington (executor for Sheldon Dick) to Emily C. Hoeffel. Book 801, Page 398.
- 1930. Deed, Manuel F. Corey to Sheldon Dick. Book 479, Page 100.
- 1881. Deed, Peter Lombard Estate to John Corey. Book 145, Page 466.
- 1878. Deed, Elizabeth Noble et al. to John Corey. Book 134, Page 542.
- 1839. Deed, Mary Ann Collins to Peter Lombard. Book 22, Page 172.

Continuation sheet 1

INVENTORY FORM CONTINUATION SHEET

TRURO

3 Edgewood Way

MASSACHUSETTS HISTORICAL COMMISSION

Area(s) Form No.

220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

TRU.372

Brennan, Susan W. and Diana Worthington. 2002. *Images of America: Truro*. Arcadia Publishing.

Hales, John G. 1831. *Plan of the Town of Truro in the County of Barnstable*. Boston, MA.

Meldahl, Eleanor. 2011. Personal communication with Blake McDonald, 31 May 2011.

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<http://www.assessedvalues.com/search.zhtml?jurcode=300>.

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Walling, Henry F. 1858. *Map of the Counties of Barnstable, Dukes and Nantucket, Massachusetts*. Boston, MA: D. R. Smith & Co.

Continuation sheet 2

INVENTORY FORM CONTINUATION SHEET

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

TRURO

3 Edgewood Way

Area(s) Form No.

TRU.372

PHOTOGRAPHS



Photograph 1.
View looking southeast
toward house from road.



Photograph 2.
View looking southeast
toward west ell from
road.

Continuation sheet 3

INVENTORY FORM CONTINUATION SHEET

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

TRURO

3 Edgewood Way

Area(s) Form No.

TRU.372

PHOTOGRAPHS



Photograph 3.
View looking southwest
toward east ell from
driveway.



Photograph 4.
View looking south
toward cottage from
parking lot.

Continuation sheet 4

INVENTORY FORM CONTINUATION SHEET

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

TRURO

3 Edgewood Way

Area(s) Form No.

TRU.372

PHOTOGRAPHS



Photograph 5.
View looking southeast
toward barn from
parking lot.



Photograph 6.
View looking southwest
toward barn from
parking lot.

Continuation sheet 5

INVENTORY FORM CONTINUATION SHEET

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

TRURO

3 Edgewood Way

Area(s) Form No.

TRU.372

PHOTOGRAPHS



Photograph 7.
View looking southeast
toward workshop (right)
and studio (left) from
parking lot.



Photograph 8.
View looking northeast
toward workshop
(foreground) and studio
(background) from lawn.

Continuation sheet 6

EXHIBIT F - PHOTOS

PHOTO LIST

All photos taken May 2018 by Photographer Lise King

1. Barn, East
2. Barn, East Detail
3. Barn Door, facing East, Detail
4. Barn, facing East, Window Detail
5. Barn, South Wing facing East
6. Cupala facing West, Detail
7. Barn, facing North East
8. Barn, facing East, Window Detail
9. Barn Facing West
10. Barn West
11. Barn, facing South
12. Barn, facing South, Detail
13. Cottage, facing North
14. Cottage, facing North with vegetation, taken July 2018
15. Cottage, facing East
16. Cottage, facing South
17. Cottage, facing West
18. Main House, facing North
19. Main House North
20. Main House, facing North, Detail 1
21. Main House, facing North, Detail 2
22. Main House, facing Northwest
23. Main House, Facing North, East Wing Detail
24. Main House, facing West, Detail
25. Main House, facing East
26. Main House, facing South, Center
27. Main House, Dental Moulding detail
28. Main House, South Section
29. Main House, South Wing
30. Main House, facing South, Detail
31. Main House, facing West
32. Main House, facing South
33. Protected Area, North Vista, behind Main House



1. Barn, East



2. Barn, East Detail



3. Barn Door, facing East, Detail



4. Barn, facing East, Window Detail



5. Barn, South Wing facing East



6. Cupala facing West, Detail



7. Barn, facing North East



8. Barn, facing East, Window Detail



9. Barn Facing West



10. Barn West



11. Barn, facing South



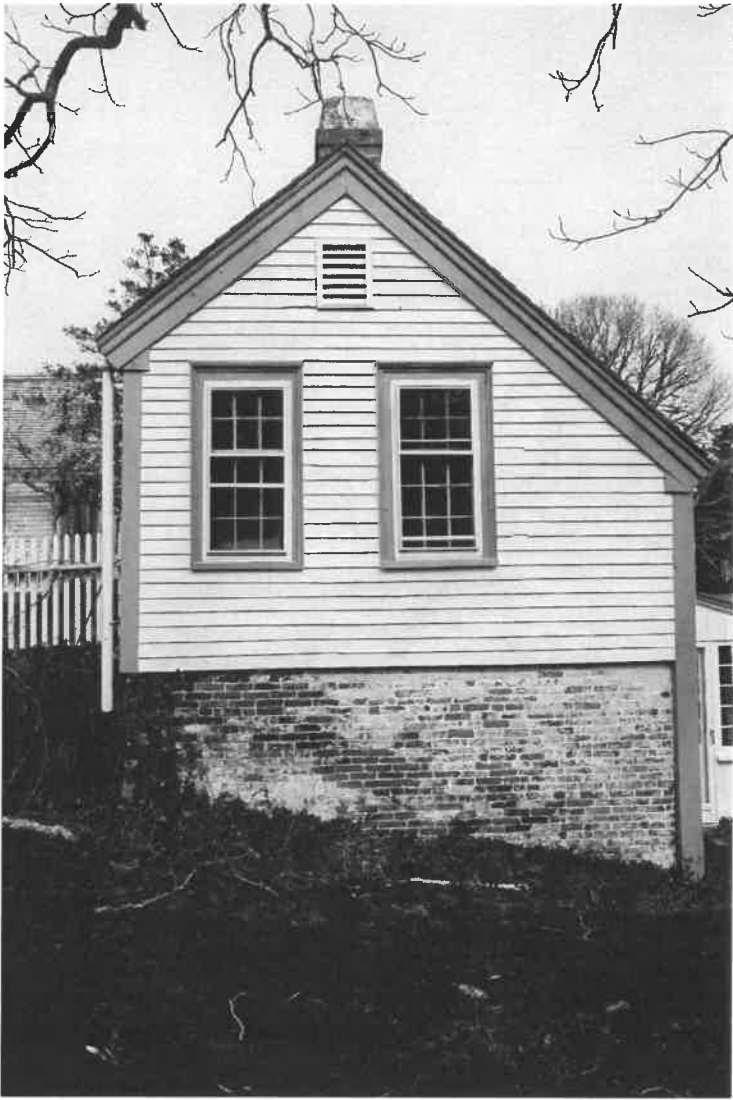
12. Barn, facing South, Detail



13. Cottage, facing North



14. Cottage, facing North with vegetation, taken July 2018



15. Cottage, facing East



16. Cottage, facing South



17. Cottage, facing West



18. Main House, facing North



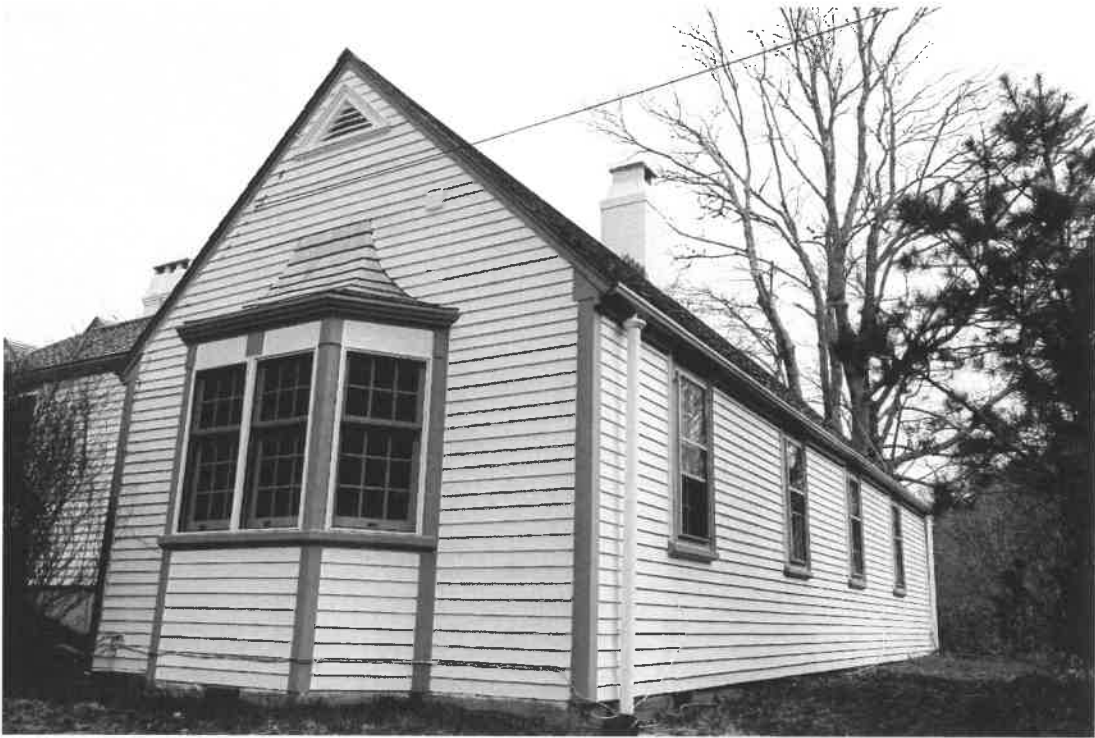
19. Main House North



20. Main House, facing North, Detail 1



21. Main House, facing North, Detail 2



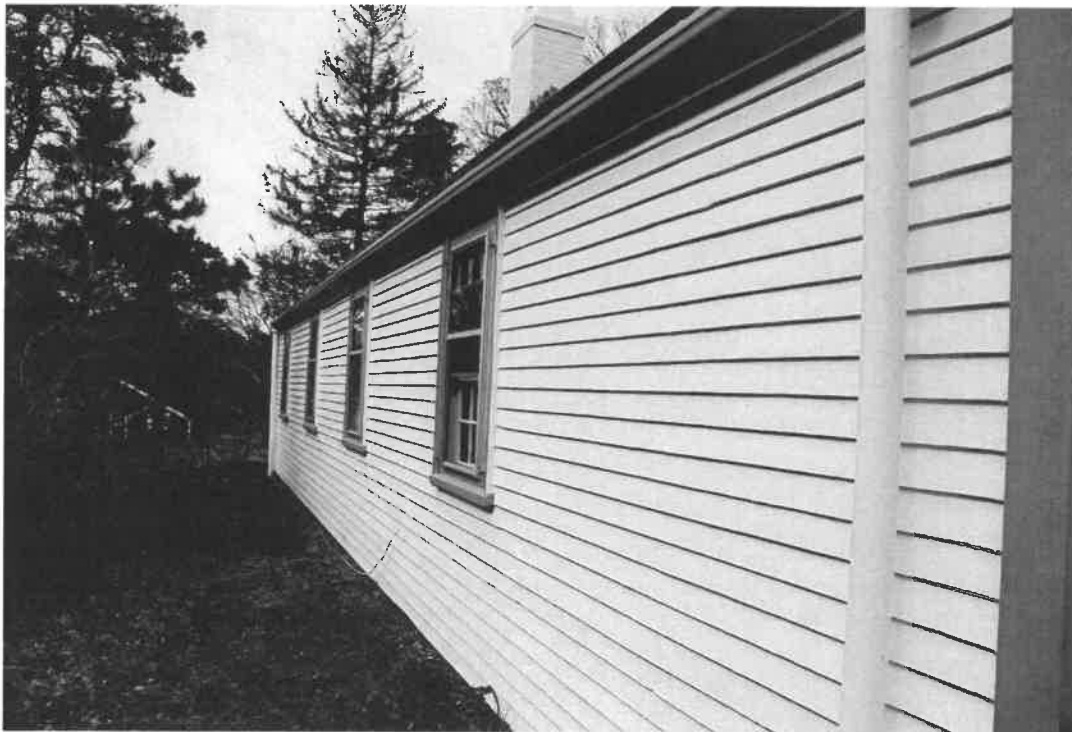
22. Main House, facing Northwest



23. Main House, Facing North, East Wing Detail



24. Main House, facing West, Detail



25. Main House, facing East



26. Main House, facing South, Center



27. Main House, Dental Moulding detail



28. Main House, South Section



29. Main House, South Wing



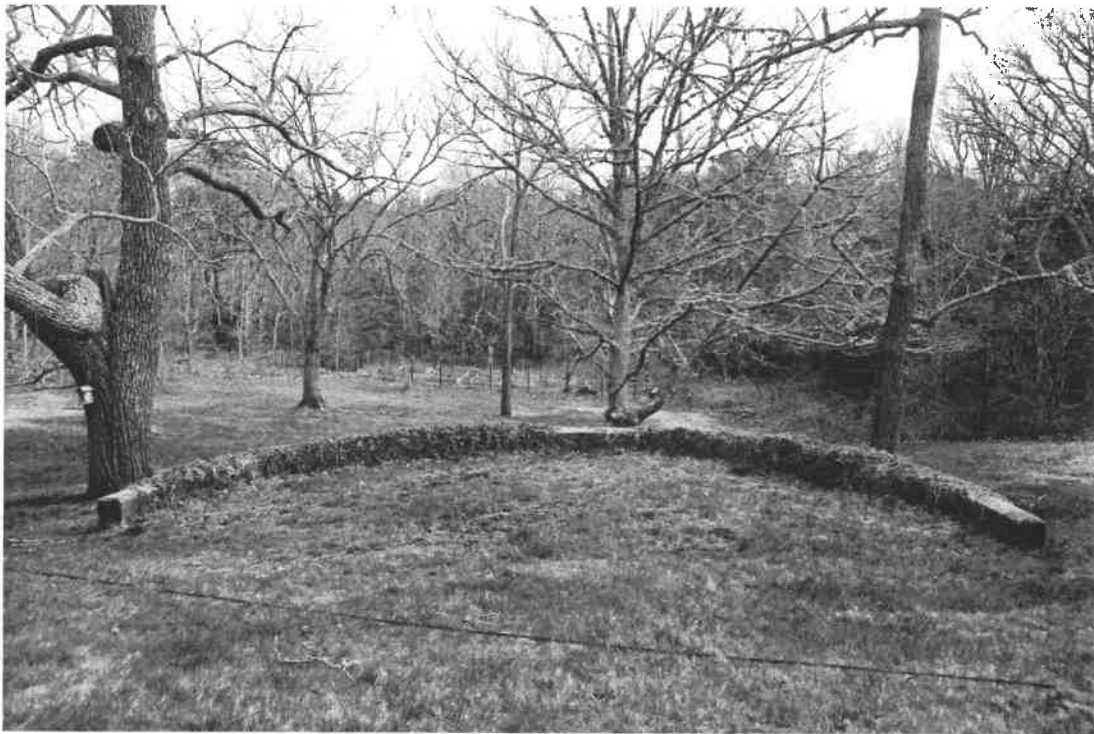
30. Main House, facing South, Detail



31. Main House, facing West

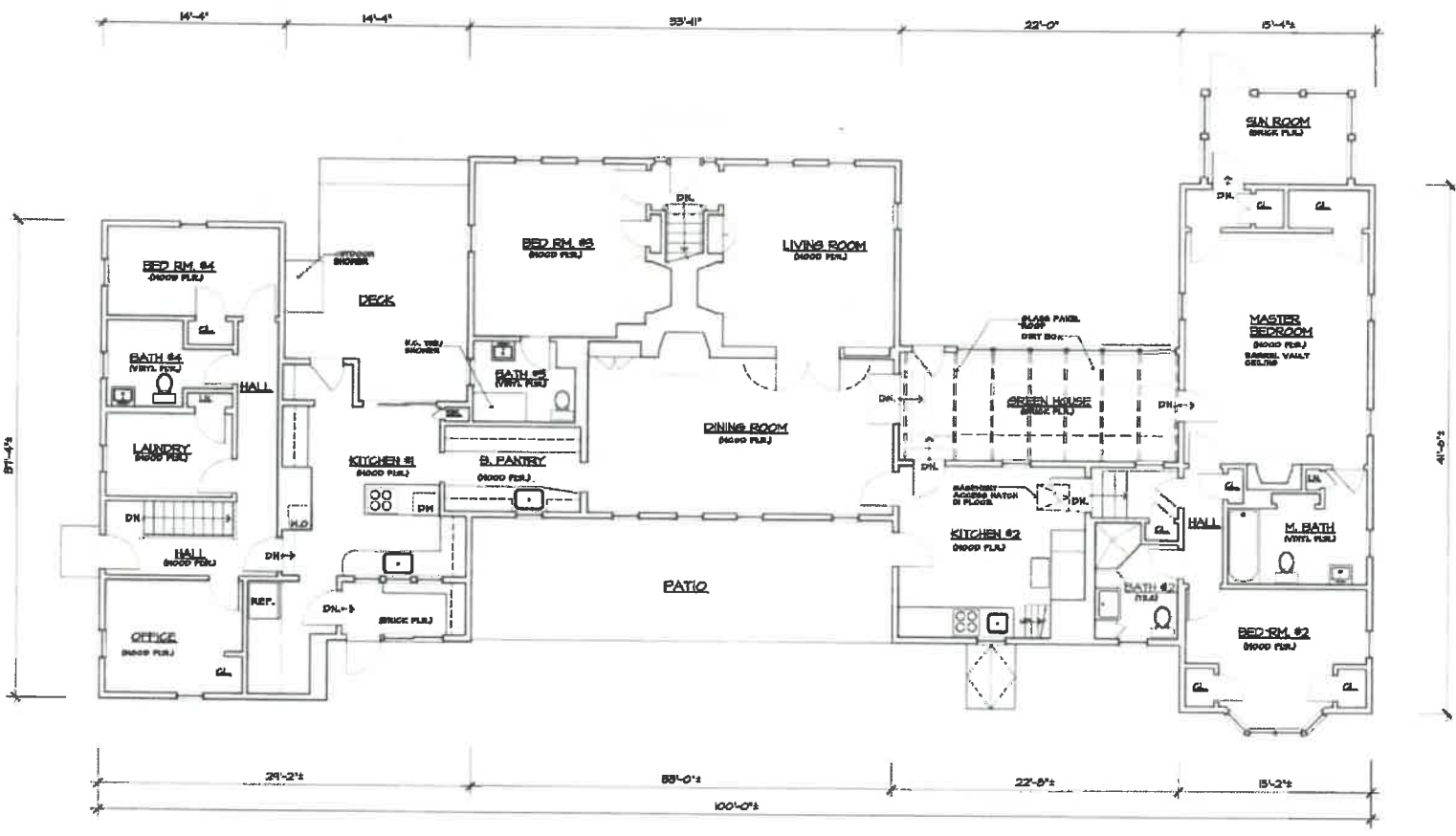


32. Main House, facing South

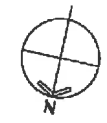


33. Protected Area, North Vista, behind Main House

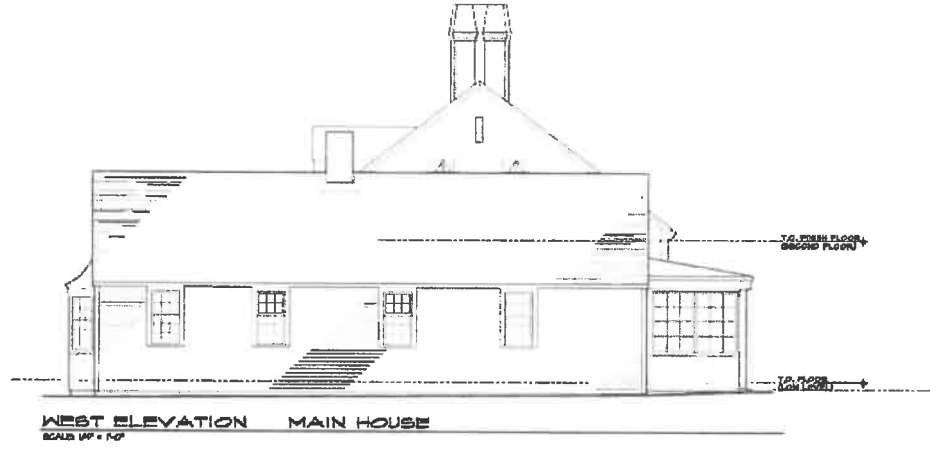
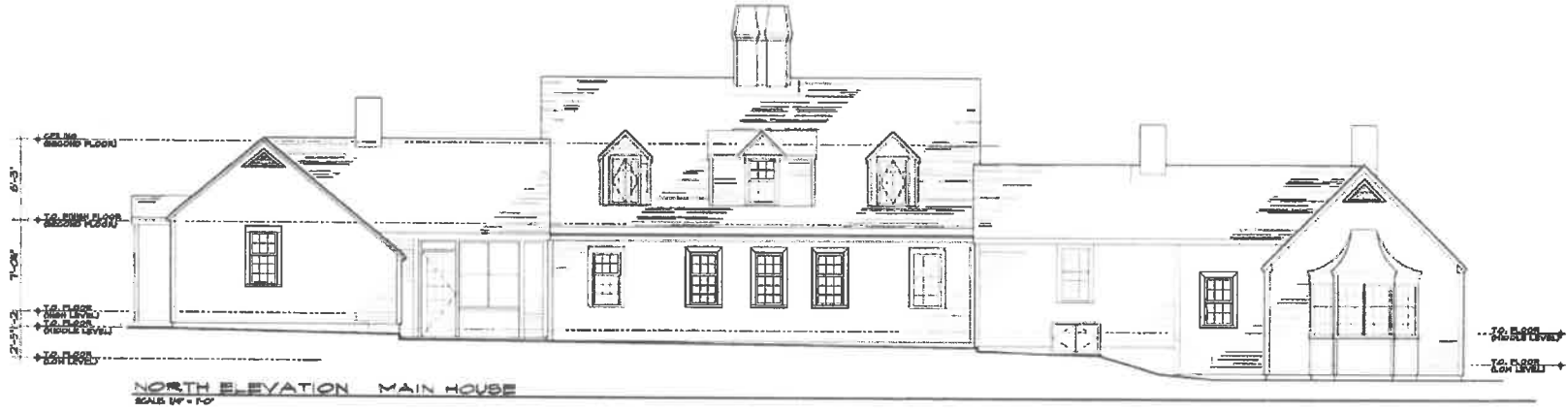
EXHIBIT G Architectural Drawings by Jay Horowitz dated May 2016



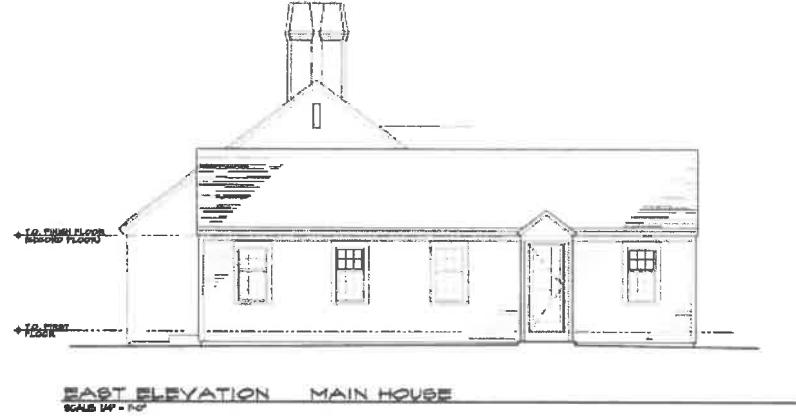
FLOOR PLAN MAIN HOUSE
SCALE 1/4" = 1'-0"



EXISTING CONDITIONS DATE: 05/15/2016 DRAWN BY: JAY HOROWITZ	JAY J. HOROWITZ, ARCHITECT 10000 10TH AVE. N. SUITE 100 MINNEAPOLIS, MN 55412		EDGEWOOD FARM HISTORIC & VINTAGE MANAGEMENT TRURO CENTER FOR THE ARTS AT CASTLE HILL TRURO, MASSACHUSETTS
	PROJECT NO. 10000-100		

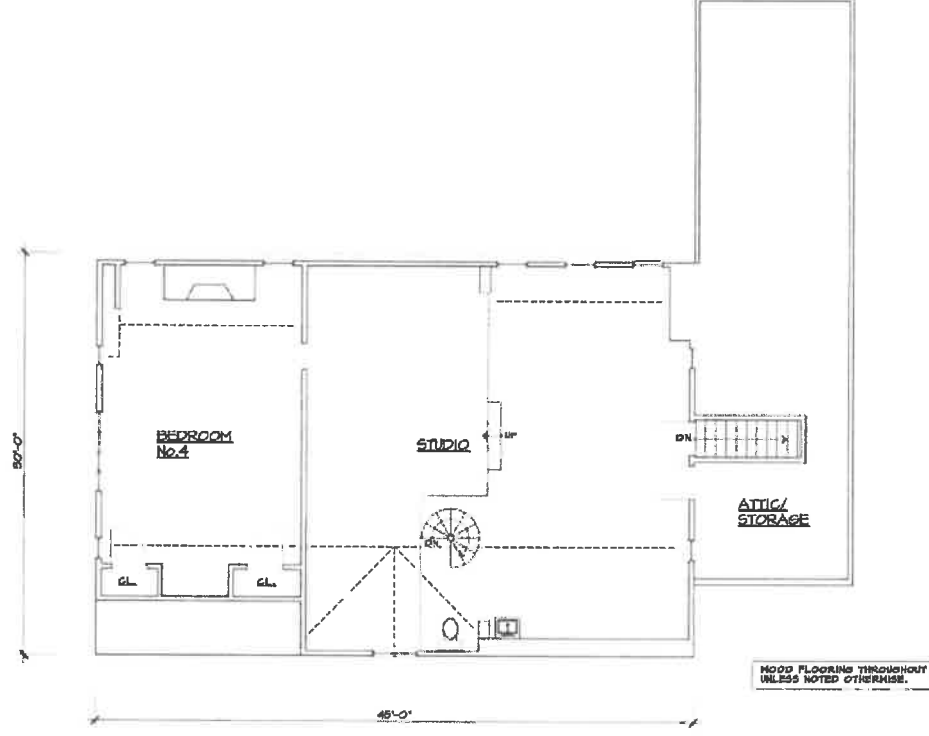


EXISTING CONDITIONS	JAY I. HOROWITZ, ARCHITECT ARCHITECTS & PLANNERS 100 WEST 10TH STREET, SUITE 200 NEW YORK, NY 10011	
	DATE NOV 15, 2009	SCALE 1/4" = 1'-0"
DATE NOV 15, 2009	EDGEMOOD FARM HISTORIC & TRUSS MANAGEMENT TRUSS CENTER FOR THE ARTS AT CASTLE HILL TOTAL FLOORS/STORIES	

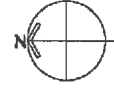


EXISTING CONDITIONS DATE: 10/12/2016 DRAWN BY: J. H. H.	KAY J. HOROWITZ, ARCHITECT 200 MAIN STREET, SUITE 100, NEWTON, MASSACHUSETTS 02459-1000 TEL: 617.552.1000 FAX: 617.552.1001	
	PROJECT: TRURO CENTER FOR THE ARTS AT CASTLE HILL LOCATION: TRURO, MASSACHUSETTS	DATE: 10/12/2016 DRAWN BY: J. H. H.

EDGEWOOD FARM
 AFFLUENT & TRURO PARISHES
TRURO CENTER FOR THE ARTS AT CASTLE HILL
 TRURO, MASSACHUSETTS

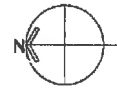
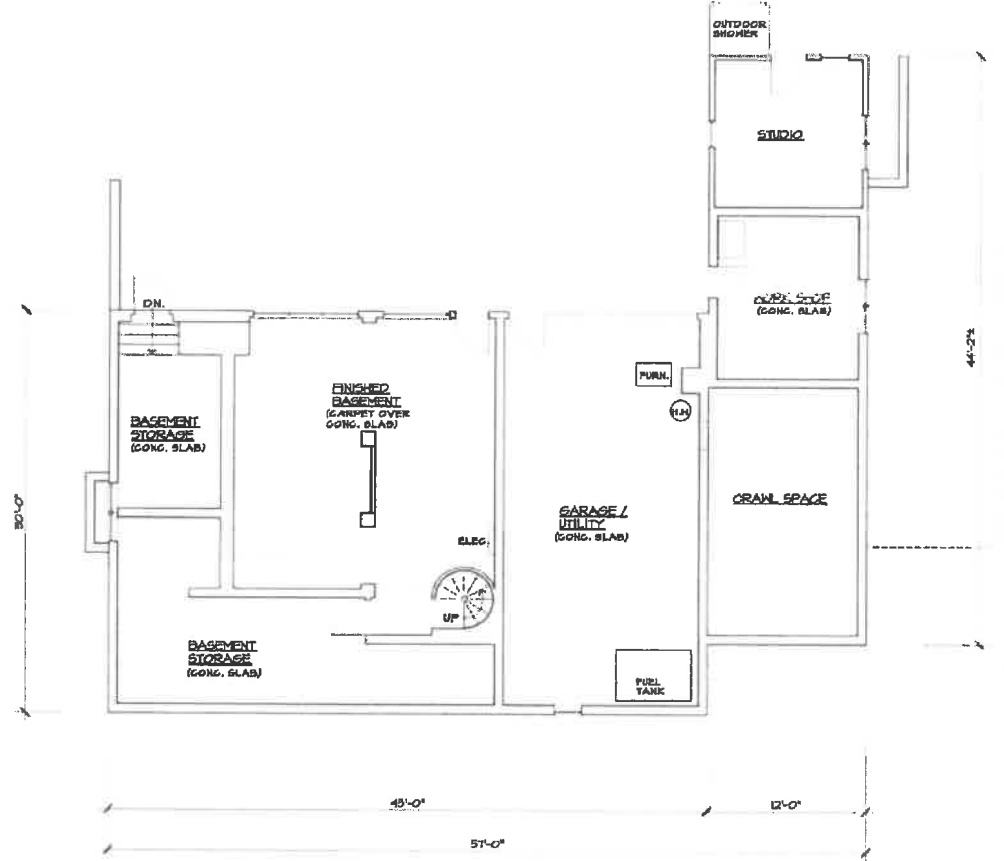


SECOND FLOOR PLAN BARN
SCALE: 1/4" = 1'-0"



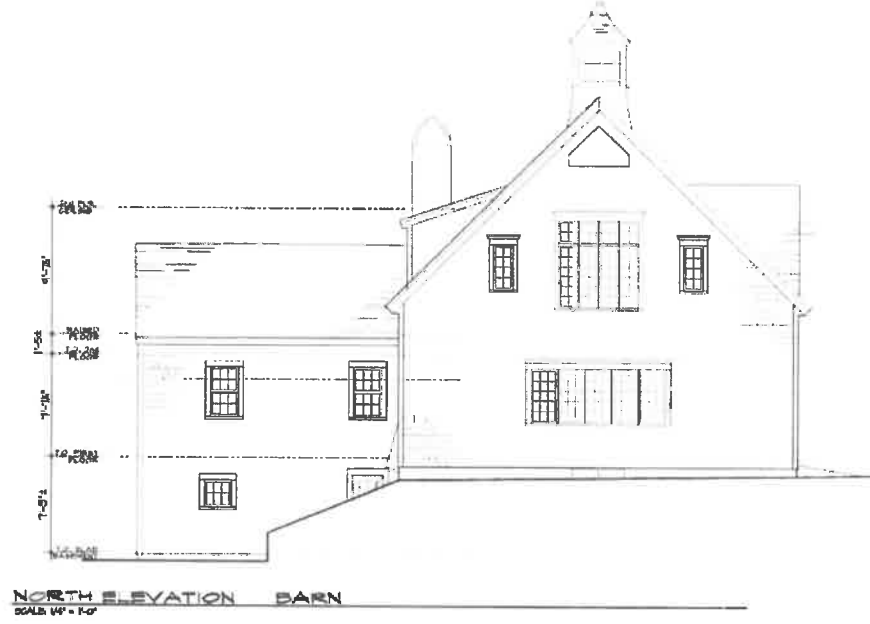
EXISTING CONDITIONS		JAY J. HOROWITZ, ARCHITECT 100 NORTH STREET, SUITE 200 BOSTON, MASSACHUSETTS 02109-3000 A MEMBER OF THE MASSACHUSETTS BAR	EDGEWOOD FARM 100 NORTH STREET, SUITE 200 BOSTON, MASSACHUSETTS 02109-3000 TRURO CENTER FOR THE ARTS AT CASTLE HILL TRURO, MASSACHUSETTS
DATE 1/19/10	SCALE 1/4" = 1'-0"	DATE 1/19/10	SCALE 1/4" = 1'-0"

BASEMENT FLOOR PLAN BARN
SCALE: 1/4" = 1'-0"



EXISTING CONDITIONS		JAY J. HOROWITZ, ARCHITECT JAY HOROWITZ & ASSOCIATES, INC. 1000 W. 10TH STREET, SUITE 100 DENVER, CO 80202		EDGEWOOD FARM HUNTER & TRAIL, HUNTER & TRAIL 1000 W. 10TH STREET, SUITE 100 DENVER, CO 80202	
DATE	NOV 14, 2019	SCALE	AS SHOWN	PROJECT	TRUJO CENTER FOR THE ARTS AT CASTLE HILL





EXISTING CONDITIONS	JAY J. HOROWITZ, ARCHITECT 30 BROAD STREET, SUITE 200 - CASTLE HILL, MASSACHUSETTS 02142 617-552-1111	
	DATE MAY 15, 2016	SCALE AS NOTED
PROJECT TFC	EDGEWOOD FARM HYDROLYSIS & THERMAL MANUFACTURING TRURO CENTER FOR THE ARTS AT CASTLE HILL TRURO, MASSACHUSETTS	



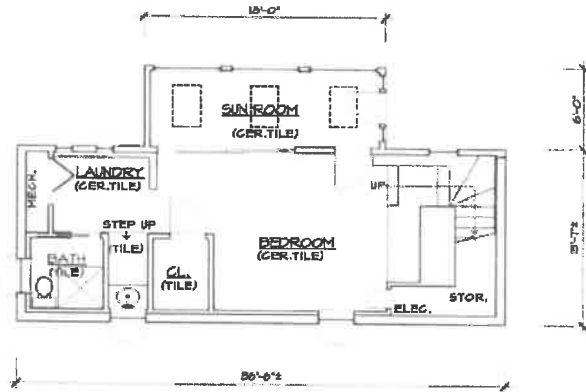


EAST ELEVATION BARN
SCALE 1/4" = 1'-0"

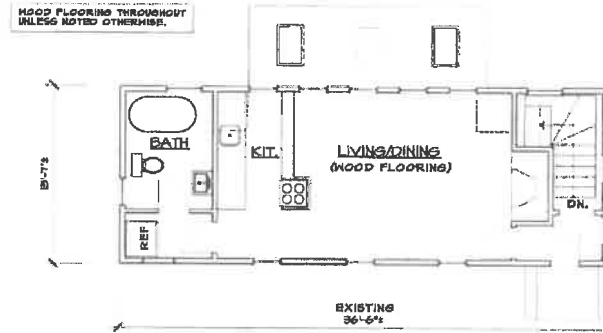


SOUTH ELEVATION BARN
SCALE 1/4" = 1'-0"

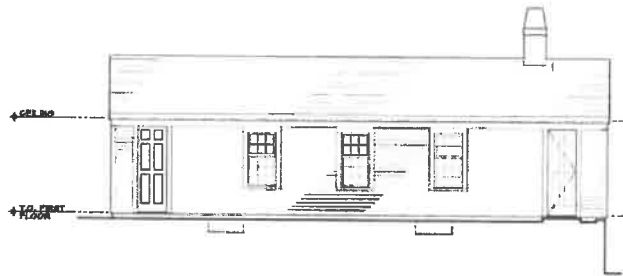
EDGEWOOD FARM 1770 STATE ST. WYOMING, WYOMING 82001 TRUSS CENTER FOR THE ARTS AT CASTLE HILL TRUSS MANAGEMENT	
JAY J. HOROWITZ, ARCHITECT 1000 N. 10TH ST. SUITE 100, CHEYENNE, WYOMING 82001 A LICENSED ARCHITECT IN THE STATE OF WYOMING	
EXISTING CONDITIONS	
DATE 1/15	SCALE AS SHOWN
	DATE 1/15/2010



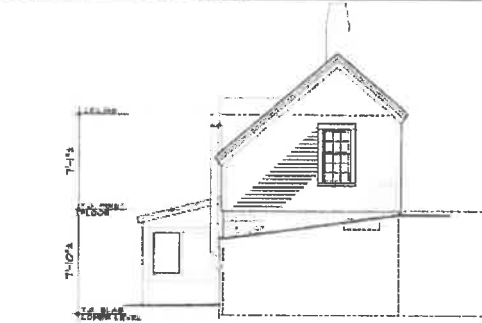
BASEMENT FLOOR PLAN COTTAGE
SCALE: 1/4" = 1'-0"



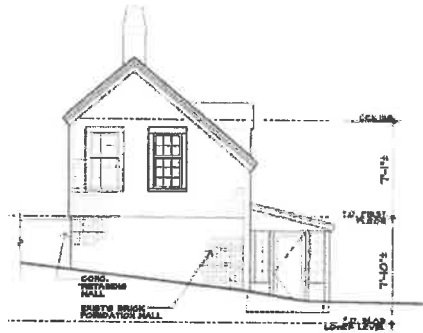
FIRST FLOOR PLAN COTTAGE
SCALE: 1/4" = 1'-0"



NORTH ELEVATION COTTAGE
SCALE: 1/4" = 1'-0"



WEST ELEVATION COTTAGE
SCALE: 1/4" = 1'-0"



EAST ELEVATION COTTAGE
SCALE: 1/4" = 1'-0"



SOUTH ELEVATION COTTAGE
SCALE: 1/4" = 1'-0"

EDGEWOOD FARM AFFORDABLE & TRULY INDEPENDENT TRUJO CENTER FOR THE ARTS AT CASTLE HILL TRUJO, INDEPENDENT			
JAY I. HOROWITZ, ARCHITECT 1000 N. 10TH ST., SUITE 100, ARLINGTON, VA 22201 703/261-1111			
EXISTING CONDITIONS		DATE 10/13/2015	DRAWN JAY I. HOROWITZ
SCALE 1/4" = 1'-0"	DATE 10/13/2015	DRAWN JAY I. HOROWITZ	SCALE 1/4" = 1'-0"

EXHIBIT H

RESTRICTION GUIDELINES

The purpose of the Restriction Guidelines is to clarify Section Three of preservation restriction agreements, which deals with alterations to property protected by an agreement. Under this section permission from the GRANTEE is required for any major alteration, per the terms of the particular preservation restriction agreement. Alterations of a minor nature, which are part of ordinary maintenance and repair, do not require GRANTEE review.

In an effort to explain what constitutes a minor alteration and what constitutes a major change, which must be reviewed by the GRANTEE under the terms of a particular preservation restriction, the following list has been developed. By no means is this list comprehensive: it is only a sampling of some of the more common alterations, which may be contemplated by the property owner and which are sometimes controlled by preservation restriction agreements:

Item No. 1

PAINT

Minor - Exterior or interior hand scraping and repainting of non-decorative and non-significant surfaces as part of periodic maintenance.

Major - Painting or fully stripping decorative surfaces or distinctive stylistic features including murals, stenciling, ornamental woodwork, stone, masonry, decorative or significant original stucco or plaster.

Item No. 2

WINDOWS AND DOORS

Minor - Regular maintenance including caulking, painting and necessary reglazing. Repair or in-kind replacement of existing individual decayed window parts.

Major - Wholesale replacement of units; change in fenestration or materials; alteration of profile or setback of windows. The addition of storm windows is also considered a major change; however, with notification it is commonly acceptable.

Item No. 3

EXTERIOR

Minor - Spot repair of existing cladding and roofing including in-kind replacement of clapboards, shingles, slates, etc.

Major - Large-scale repair or replacement of cladding or roofing. Change involving inappropriate removal or addition of materials or building elements (i.e. removal of chimneys or cornice detailing; installation of architectural detail which does not have a historical basis); altering or demolishing building additions; spot repainting of masonry. Structural stabilization of the property is also considered a major alteration.

Item No. 4

LANDSCAPE/OUTBUILDINGS

Minor - Routine maintenance of outbuildings and landscape including lawn mowing, pruning, planting, painting, and repair.

Major - Moving or subdividing buildings or subdividing or moving property lines; altering of property lines; altering or removing significant landscape features such as gardens, vistas, walks, plantings, walls, fences; ground disturbance affecting archaeological resources.

Item No. 5

HEATING/ AIR CONDITIONING/ELECTRICAL/PLUMBING SYSTEMS

Minor - Repair of existing systems.

Major - Installing or upgrading systems which will result in major exterior appearance changes (i.e. exterior ducts, piping, ventilators, HVAC units); the removal of substantial quantities of original materials in the course of construction.

Miscellaneous

Changes classified as major alterations are not necessarily unacceptable. Under the preservation restriction such changes must be reviewed by the GRANTEE and their impact on the historic integrity of the property assessed.

It is the responsibility of the property owner to notify the GRANTEE in writing when any major alterations are contemplated. Substantial alterations may necessitate review of plans and specifications.

The intent of the preservation restriction is to enable the GRANTEE to review proposed alterations and assess their impact on the integrity of the building, not to preclude future change. GRANTEE will attempt to work with property owner to develop mutually satisfactory solutions, which are in the best interests of the property.

DRAFT

Truro Select Board Meeting Wednesday, July 10, 2018 Truro Town Hall

Select Board Members Present: Chair Robert Weinstein; Maureen Burgess, Kristen Reed, Paul Wisotzky, Janet Worthington

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

Chair Robert Weinstein called the meeting to order at 5:00 p.m.

PUBLIC COMMENT

Jane Peters discussed issues of concern to residents of Shore Road: speeding, “No Parking” signs that interfere with church parking and disrepair of park benches. Town Manager Rae Ann Palmer addressed her concerns, which have not been forgotten.

Jack Reimer said he had comments to make for the ZBA appointment and was advised that he should hold them for that part of the meeting.

BOARD/COMMITTEE/COMMISSION APPOINTMENTS

Representative to the Provincetown Water and Sewer Board

There were two applicants for Representative to the Provincetown Water and Sewer Board. Gary Palmer came forward and gave his qualifications and interest in continuing as Representative, followed by Peter Van Stratum explained his reasons for wanting the position. Both candidates answered questions from the Select Board about water issues and goals.

Janet Worthington moved to approve the reappointment of Gary Palmer as Truro Representative to the Provincetown Water and Sewer Board. Maureen Burgess seconded, and the motion carried 5-0.

Zoning Board of Appeals

Chris Lucy explained his interest in becoming an alternate member of the Zoning Board of Appeals. Chair Weinstein outlined Mr. Lucy’s experience on Town boards, particularly those involved with zoning issues. Mr. Lucy answered questions from the Board on: a house size bylaw; his negative dealings with the Planning Board in the past; and his projected role as a member of the ZBA. He addressed dealing with conflict of interest and his need to recuse himself from any cases on Stephen’s Way.

Audience members came forward to discuss the appointment. ZBA Chair Buddy Perkel said he had sent a message of support, but he had more commendation for Chris Lucy and reasons for adding him as a member of the Zoning Board of Appeals. Jack Reimer asked that the Select Board table their decision until there is at least one other candidate to consider for the position. Chair Weinstein said no one else had applied. Joan Holt commented on Chris Lucy’s forthright manner and the need to protect the community. She read a letter she had prepared on the importance of choosing ZBA members who enforce the zoning bylaws strictly. She did not endorse Mr. Lucy for the position.

Select Board members discussed house size and detriment to neighborhoods. Yvette Devenski gave her explanation of what neighbors consider detrimental to a neighborhood. Planning Board Chair Steve Sollog came forward to discuss filling positions on Town boards. He said it is possible to wait before filling vacancies and that he would like to see the Select Board do so.

Janet Worthington moved to table a decision on the appointment for the Zoning Board of Appeals until there are more candidates. Maureen Burgess seconded. After further discussion of filling vacancies, Mr. Perkel's endorsement, dynamics of the ZBA and Mr. Lucy's temperament, the motion to table failed to carry 2-3.

Robert Weinstein moved to approve the appointment of Chris Lucy to the Zoning Board of Appeals for a one-year term. Paul Wisotzky seconded, and the motion carried 3-1-1.

Council of Aging Emeritus Member

Rae Ann Palmer explained the appointment of Girard Smith as a lifetime emeritus member to the Council on Aging in recognition for his many years of service. This would be a non-voting position. Paul Wisotzky suggested amending the policy on ex officio members of boards.

Paul Wisotzky moved to approve the appointment of Girard Smith as Emeritus Member to the Council on Aging as a life-time member. Maureen Burgess seconded. The motion carried 5-0.

BOARD OF SELECTMEN ACTION

Fiscal Year 2019 Board of Selectmen Goals and Objectives.

Robert Weinstein thanked the Town Manager, Assistant Town Manager, colleagues on the Board and all who had helped with the preparation of the FY19 *Goals & Objectives*.

Paul Wisotzky moved to approve the Fiscal Year 2019 Board of Selectmen *Goals & Objectives* as printed in the packet. Maureen Burgess seconded, and the motion carried 5-0.

Letter of Support for Tradesmen's Park

Town Manager Rae Ann Palmer reviewed the request for Tradesmen's Park for 298 Rte. 6 by Erin and Dan Silva. Ms. Palmer had checked with Town Counsel about preparing a letter of support to send to Cape Cod Commission. Chair Weinstein read into record the letter of support for Tradesmen's Park.

Paul Wisotzky moved to send to the Cape Cod Commission a letter of support for Tradesmen's Park. Maureen Burgess seconded, and the motion carried 5-0.

CONSENT AGENDA

A. Review/Approve and Authorize Signature

1. Entertainment License for Friends of the Truro Meeting House; Sunday, July 1st, Monday July 30th, Tuesday, August 7th, and Saturday, August 18th
2. Entertainment License for Sustainable Cape's Ag Fair; Sunday, September 2, 2018

B. Review and Approve Reappointments to: Zoning Board of Appeals-Frederick Todd, Shellfish Advisory Committee-Stephen Wisbauer, Dana Pazolt and Scott Lindell,

Conservation Commission-Deborah McCutcheon, Community Preservation Committee-Bonnie Sollog, Board of Health-Mark Peters, Peter Van Stratum, Beach Commission-Fran Johnson, Truro Constable-John Thomas, Taxation Aid Committee- Barbara Wood, and Historic Commission-Matthew Kiefer

- C. Review and Sign Letter Supporting House Bill #2472 Regarding Emergency Plans for Unique Geographical Locations
- D. Review and Approve Board of Selectmen Minutes: June 26, 2018

Maureen Burgess commented on applications for reappointment, stating that she appreciates comments on the candidates' interest in continued service. Other Board members agreed that the candidates should use the comment sections on the applications. She said it is inappropriate for their statements to be political in nature. Ms. Burgess discussed the importance of Item C, the letter to support House Bill #2472.

Paul Wisotzky moved to approve the Consent Agenda as printed. Kristen Reed seconded, and the motion carried 5-0.

SELECTMEN REPORTS AND TOWN MANAGER'S REPORT

Janet Worthington said she had been approached about offering shuttle bus services in the future and about encouraging the concept of house sharing. She expressed concern about wildlife endangerment from big releases of balloons and ways to control this practice. She asked about the Herring River MOU, which Rae Ann Palmer said would be on a future agenda. Finally, she noted the passing of Lucy (Nana) Perry at the age of 101.

Paul Wisotzky thanked staff for the new Police Chief's pinning ceremony and congratulated the Chief. He considered Truro Connections, in which he and Kristen Reed had been panelists, a success. He thanked Tony Hodgins of the Open Space Committee and Nick Brown from the ZBA for their service to the Town. He learned at his Selectmen's Hours that people wanted to learn more about single stream recycling.

Maureen Burgess congratulated Paul Wisotzky and Kristen Reed for their participation in Truro Connections. She reported that the Part Time Residents Advisory Committee (PETRAC) had held their first meeting. She said that Agricultural Commissioner John LeBeaux, Representative Sarah Peake and Senator Julian Cyr were present at Veteran's Park to receive a \$12,500 check to Sustainable Cape from the Cape Cod Savings Bank.

Kristen Reed mentioned her participation in Truro Connections. She said that the COA plans to offer a repeat presentation of the Senior Needs Assessment Study by Barry Bluestone. She reported that the COA Board needs new members. The Recycling Committee plans to meet with their Wellfleet counterparts to discuss joint food waste and composting and other recycling ideas. She had cleaned up balloons recently while out on her paddleboard.

Town Manager Rae Ann Palmer said the Ragnar Relay event had submitted an application for next year. She is disinclined to approve it because there is no benefit to the Town and because of problems the event causes, especially on side roads. Ms. Palmer discussed the damage from recent flooding on Highland Rd. in North Truro. The state will offer mitigation in the form of

catch basins, but it would require closure of lanes for five days. She will investigate what the businesses there would like to do.

Chair Robert Weinstein congratulated the new Chief of Police and Paul Wisotzky and Kristen Reed for their participation in Truro Connections. He suggested more signage for the Transfer Station to make the entry safer. He said that he had contacted Sarah Peake's office about the flooding problem on Highland St. She sent word that she is aware of the problem, caused by water from Rte. 6 off ramps. The Mass Highways Department could install catch basins, as noted by Rae Ann Palmer.

NEXT MEETING AGENDA

Town Manager Rae Ann Palmer reviewed agenda items for the next meeting. These included: Discussion of the Community Center as an emergency shelter; two referrals from the Planning Board; Castle Hill's application for an entertainment license; appointments; and the Twinefields Conservation Restriction.

ADJOURNMENT

Paul Wisotzky moved to adjourn. Maureen Burgess seconded, and the motion carried 5-0. The meeting was adjourned at 6:57 p.m.

Respectfully submitted,

Mary Rogers, Secretary

Robert Weinstein, Chair

Maureen Burgess, Vice-chair

Kristen Reed

Paul Wisotzky

Janet Worthington, Clerk

Public Records Material of 7/10/18

1. Applications of Gary Palmer and Petr Van Stratum for Truro Representative to Provincetown Water and Sewer Board
2. Chris Lucy's application for ZBA
3. Girard Smith's appointment papers as Emeritus Member of the COA
4. FY19 *Goals & Objectives*
5. Site Plan and Letter of Support for Tradesmen's Park
6. Entertainment License for Friends of the Truro Meeting House; Sunday, July 1st, Monday July 30th, Tuesday, August 7th, and Saturday, August 18th
7. Entertainment License for Sustainable Cape's Ag Fair; Sunday, September 2, 2018
8. Applications for Reappointments to: Zoning Board of Appeals-Frederick Todd, Shellfish Advisory Committee-Stephen Wisbauer, Dana Pazolt and Scott Lindell, Conservation Commission-Deborah McCutcheon, Community Preservation Committee-Bonnie Sollog, Board of Health-Mark Peters, Peter Van Stratum, Beach Commission-Fran Johnson, Truro Constable-John Thomas, Taxation Aid Committee- Barbara Wood, Historic Commission-Matthew Kiefer
9. Letter Supporting House bill #2472 Regarding Emergency Plans for Unique Geographical Locations