

#### **Truro Select Board**

Tuesday, March 9, 2021

Executive Session-4:30 pm (REMOTE)
Regular Meeting-5:00pm (REMOTE)

**OPEN MEETING:** The Board will begin in open session solely for the purpose of moving, as set forth below, to enter into executive session.

**EXECUTIVE SESSION:** Move that the Select Board enter into Executive Session jointly with the Zoning Board of Appeals, in accordance with the provisions of Massachusetts General Law, Chapter 30A, §21 (a) 3, to discuss strategy with respect to litigation (Appeal Cloverleaf Decision), whereas discussion of these matters in open session would have a detrimental effect on the litigating positions of the Town (and the Chair so declares it) and to reconvene in open session.

This will be a remote meeting. Citizens can view the meeting on Channel 18 in Truro and on the web on the "Truro TV Channel 18" button under "Helpful Links" on the homepage of the Town of Truro website. Click on the green "Watch" button in the upper right of the page. To provide comment during the meeting please call in toll free at 1-866-899-4679 and enter the following access code when prompted: 168-591-477 or you may join the meeting from a computer, tablet or smartphone by entering the follow URL into your web browser: <a href="https://global.gotomeeting.com/join/168591477">https://global.gotomeeting.com/join/168591477</a>. Please note that there may be a slight delay (15-30 seconds) between the meeting and the live-stream (and television broadcast). If you are watching the meeting and calling in, please lower the volume on your computer or television during public comment so that you may be heard clearly. We ask that you identify yourself when calling in to help us manage multiple callers effectively.

- 1. PUBLIC COMMENT
- 2. PUBLIC HEARINGS NONE
- 3. BOARD/COMMITTEE/COMMISSION APPOINTMENTS NONE
- 4. STAFF/COMMITTEE UPDATES
  - A. COVID-19 Update: Emily Beebe, Health & Conservation Agent
  - B. Town Meeting Planning: Darrin Tangeman, Town Manager
  - C. Community Preservation Committee: Deborah McCutcheon, Chair
- 5. TABLED ITEMS NONE
- 6. SELECT BOARD ACTION
  - A. Discussion and Possible Action Regarding Provincetown Public Pier Corporation Presenter: Jan Worthington, Select Board
  - B. Community Preservation Committee Presentation of FY22 Articles
    - Presenter: Deborah McCutcheon, Chair
  - C. FY22 Budget Presentation
    - Presenter: Darrin Tangeman, Town Manager
  - D. Review Select Board Policy Memorandum 42: Policies Regarding Free Cash, Stabilization and Capital Improvement Funds
    - Presenter: Darrin Tangeman, Town Manager and Trudi Brazil, Town Accountant
  - E. Referral of Planning Board Articles
    - Presenter: Darrin Tangeman, Town Manager

- F. Accept Petitioned Zoning Bylaw Article and Refer to Planning Board for Public Hearing Presenter: Darrin Tangeman, Town Manager
- G. Review and Possible Vote on Town Meeting Articles Presenter: Darrin Tangeman, Town Manager

#### 7. CONSENT AGENDA

- A. Review/Approve and Authorize Signature:
- B. Review and Approve 2021 Business Licenses:
- C. Review and Approve Seasonal Alcohol Licenses:
- D. Review and Approve Select Board Minutes: February 8, 2021 Budget Task Force
- 8. Select Board Reports/Comments
- 9. Town Manager Report
- 10. Next Meeting Agenda: Regular Meeting March 16, 2021; Regular Meeting March 23, 2021



## TOWN OF TRURO

### **Select Board Agenda Item**

**DEPARTMENT:** Health Department

**REQUESTOR:** Emily Beebe, Health and Conservation Agent

**REQUESTED MEETING DATE:** March 9, 2021

ITEM: Update from the Health and Conservation Agent Emily Beebe

**EXPLANATION:** Health and Conservation Agent Emily Beebe will give an update on Covid-19 and Vaccine distribution. She will specifically review the Massachusetts Reopening status and the new Cape Cod Community College large-scale vaccination site announced by the Cape Cod Regional Vaccine Consortium.

FINANCIAL SOURCE (IF APPLICABLE): N/A

**IMPACT IF NOT APPROVED:** 

SUGGESTED ACTION: MOTION TO

#### **ATTACHMENTS:**

1. Cape Cod Regional Vaccine Consortium FAQs

Agenda Item: 4A1

#### **Cape Cod Regional Vaccine Consortium**

#### 1. What is the Cape Cod COVID-19 Vaccine Consortium?

Cape Cod COVID-19 Vaccine Consortium, comprised of Cape Cod Healthcare (CCHC), Barnstable County (BC), Cape Cod Delegation, the towns and community health centers of Cape Cod, with support from Cape Cod Community College (4Cs), have established a large-scale vaccination site at the Cape Cod Community College gymnasium. Cape Cod Healthcare and Barnstable County Department of Health and Environment will operate the vaccination site as of March 1. It will have the capacity to administer more than 750 vaccines per day, five days per week, pending supply from the state.

# 2. How are Barnstable County and Cape Cod Healthcare working together at the same location to provide vaccines?

Barnstable County and Cape Cod Healthcare will share the site and schedule residents independently from one another.

# 3. How will eligible residents make an appointment for a Barnstable County Clinic at Cape Cod Community College?

Barnstable County's clinics at Cape Cod Community College will be set up just like any of the regional clinics that Barnstable County holds for eligible residents. Clinics will be announced 24 hours in advance, and appointments will be made using the state's scheduling platform, PrepMod.

# 4. How will eligible residents make an appointment through Cape Cod Healthcare at Cape Cod Community College?

At this time, Cape Cod Healthcare will not be offering appointments to the public. Cape Cod Healthcare will be contacting (by phone) the most vulnerable population of older residents identified by the local Boards of Health. These residents do not need to be patients of Cape Cod Healthcare.

#### 5. What is the criteria used for tracking the most vulnerable residents on Cape Cod?

With support from councils on aging, police, fire, and other departments in their respective towns, local boards of health are working to identify the most vulnerable older adults in each of their individual municipal boundaries. Elder Services of Cape Cod (the region's ASAP) is also being consulted to cross-reference and reach all vulnerable older adults.

Boards of health within each town will identify vulnerable older adults by town via the below plan to efficiently administer the vaccine to older adults left behind by the current vaccine offerings. Vulnerable older adults will be identified into two tracks:

- 1. Track One: Individuals who need assistance making a vaccination appointment but are able to travel to Cape Cod Community College. Track One individuals include those who are medically vulnerable and/or with limited computer abilities or access.
- a. This list will be provided to Cape Cod Healthcare, who will proactively reach out to and schedule these appointments at the Cape Cod Community College site.
- 2. **Track Two:** Individuals who are homebound, who do not drive, reside in senior housing, have other confining/limiting factors, etc.
- a. This list will be provided to Catchment Area Leads (Outer Cape Health Services; Community Health Center of Cape Cod; Town of Barnstable), who will proactively reach out to and schedule appointments at community health centers, home visits, regional sites, or another location.

Homebound is defined as Residents of Barnstable County that have functional impairments that prevent them from leaving their homes. This population generally includes older people with lower-than-average income levels and serious medical problems like dementia, advanced heart conditions, or arthritis. Pertaining to COVID-19, this elder residential demographic is designated as homebound due to these medical challenges/disabilities.

#### 6. Is Cape Cod Healthcare receiving vaccine from the state? How much? Which vaccine?

Yes, in the last week of February, Cape Cod Hospital was added to the state's list of approved hospitals to receive and administer the COVID-19 vaccine. They are receiving a total of 2,000 doses per week. Cape Cod Healthcare administered 2,000 first doses at the Cape Cod Melody Tent during the week of 2/22 and another 2,000 doses during the week of 3/1, in addition to 2,000-second doses. Cape Cod Healthcare is currently receiving Moderna; This may change.

#### 7. How much and which vaccine is Barnstable County receiving from the state?

The County is receiving 1,070 doses per week. The County is currently receiving the Pfizer and Johnson and Johnson vaccine, and this may change.

# 8. Will Barnstable County continue to also operate regional sites across Cape Cod in addition to operating clinics at Cape Cod Community College?

Yes, Barnstable County plans to continue operating regional vaccination sites in Eastham, Falmouth, Orleans, and Truro.

#### 9. What are the upcoming Barnstable County clinics?

Barnstable County Department of Health and Environment will be vaccinations on

- Tuesday 3/9 and Thursday 3/11 from 10:00 AM-3:00 PM at Cape Cod Community College (single dose clinic Johnson and Johnson vaccine)
- Wednesday, 3/10 from 9:00 AM 4:00 PM at the Orleans DPW (2<sup>nd</sup> dose only Pfizer vaccine)
- Friday, 3/12 from 10:00 AM-2:00 PM at the Orleans Council on Aging (2<sup>nd</sup> dose only –Pfizer vaccine)

#### 10. What plans are being made to provide vaccines to our region's homebound?

The Consortium is working with the COVID-19 Command Center & DPH to request additional vaccine supplies for homebound residents (~2,500 residents have been identified as homebound.)

\* Homebound is defined as Residents of Barnstable County that have functional impairments that prevent them from leaving their homes.

This population generally includes older people with lower-than-average income levels and serious medical problems like dementia, advanced heart conditions, or arthritis.

Pertaining to COVID-19, this elder residential demographic is designated as homebound due to these medical challenges/disabilities.

## 11. How does the County ensure that first-dose people will not get an appointment at a second-dose clinic?

Barnstable County Department of Health and Environment screens and removes anyone who registers for their first dose at a second-dose clinic to ensure there is enough vaccine for the people who need a second dose.

This information is provided by the Barnstable County Department of Health and Environment.

<sup>\*</sup>Please note that Barnstable County's vaccine schedule is developed week to week.

Agenda Item: 4B



# **TOWN OF TRURO**Select Board Agenda Item

**DEPARTMENT:** Administration

**REQUESTOR:** Darrin Tangeman, Town Manager and Monica Kraft, Town Moderator

**REQUESTED MEETING DATE:** March 9, 2021

ITEM: Town Meeting Planning and Town Meeting Date

**EXPLANATION:** At the February 23, 2021 meeting, the Select Board set the date for Annual Town Meeting as Saturday, May 1, 2021 pursuant to General Laws c. 39, Section 9. Town Manager Tangeman and Moderator Kraft met virtually to review last year's outdoor Town Meeting so that this year's Town Meeting can improve upon it. Staff members have participated in the planning by making recommendations for changes, securing quotes for tents and heaters, discussing COVID safety protocols and brainstorming ways the attendees are called upon to speak.

Staff has also been advised by our local legislators that the House recently passed H. 73 that would update the relevant dates of Chapter 45 of the Acts of 2020 to reflect a change to 2021. Chapter 45 of the Acts of 2020 was the legislation that enabled municipalities to change the date of their elections. The Senate recently passed this bill and it is moving to the Governor for signature. As a result, the date of the Annual Town Election could be moved, and the Board could reconsider the May 1, 2021 Town Meeting date.

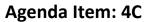
At a future meeting of the Select Board, the Board may determine if, and when, to hold a Pre-Town Meeting and Candidates' Night. Staff will work with the Finance Committee to schedule the Budget Hearing.

**SUGGESTED ACTION:** *None. Update only.* 

#### **ATTACHMENTS:**

1. 2020 Annual Town Meeting Map







# **TOWN OF TRURO**

### **Select Board Agenda Item**

<b>DEPARTMENT:</b> Administration
REQUESTOR: Kristen Reed Vice-Chair and Susan Areson Clerk
REQUESTED MEETING DATE: March 9, 2021
ITEM: Committee Updates-Community Preservation Committee Deborah McCutcheon Chai and Mary Rose Co-Chair
<b>EXPLANATION:</b> The Community Preservation Committee Chair, Deborah McCutcheon will speak briefly with the Select Board Members on questions from the Board.
Name of Committee/Board: Date of Presentation: Number of Members: Number of Vacancies:
Accomplishments for the past 12 months:
Goals for the next 12 months:
Status of goals:
Challenges in Achieving Goals:

**SUGGESTED ACTION:** Discussion only

Support required from the Select Board/Town Manager:



# TOWN OF TRURO Select Board Agenda Item

**BOARD/COMMITTEE/COMMISSION:** Select Board

**REQUESTOR:** Jan Worthington, Select Board

**REQUESTED MEETING DATE:** March 9, 2021

ITEM: Discussion and Possible Action Regarding Provincetown Public Pier Corporation

**EXPLANATION:** Select Board Member Worthington requested that the Board consider ways to support the Truro commercial fisherman who are impacted by the dockage increases at the Provincetown Pier. Member Worthington, Vice-Chair Reed, Town Manager Tangeman and Assistant Town Manager Clark met with three Truro-resident fishing vessel owners, Beau Gribbon, Chris King and Jeffrey Souza. Mr. Gribbon, Mr. King and Mr. Souza identified the immediate major issues, which are the dockage fee increase that will be roughly a 50% increase in the first year and 100% increase in the following year and the proposed removal of Truro in the definition of "Provincetown-Based Vessels" in the Town of Provincetown Harbor Regulations and Mooring Rules and Regulations 1-1-3. The Pier Corp's proposed fees for large commercial fishing vessels (50 feet long or larger) includes an increase from \$44.47 per foot to \$65 per foot this year. The fee would go to \$85 per foot by 2023. Smaller commercial vessels would go from \$61.73 a foot to \$95 this year and to \$120 by 2023.

Member Worthington asks the Board to consider the attached letter, which was crafted with input from the group. The letter outlines three actions identified by the group that would address the most pressing issues facing the Truro dock tenants at the Provincetown Pier:

- 1) Institute a moratorium on dockage increases for 12-24 months;
- 2) Maintain the inclusion of Truro in the definition of "Provincetown-Based Vessels" in the Town of Provincetown Harbor Regulations and Mooring Rules and Regulations 1-1-3; and
- 3) Include Truro representation in Provincetown Pier Corporation's decision- making processes.

It is requested that the Select Board send the letter to both the Provincetown Select Board and the Provincetown Pier Corporation.

**SUGGESTED ACTION:** Motion to electronically sign and send the proposed letter to the Provincetown Select Board and to the Provincetown Pier Corp and to authorize {Member} to represent the Truro Select Board if requested by the Provincetown Pier Corp and/or the Provincetown Select Board.

#### **ATTACHMENTS:**

1. Draft Letter to the Provincetown Select Board/ Provincetown Pier Corporation

Agenda Item: 6A1



## **TOWN OF TRURO**

P.O. Box 2030, Truro, MA 02666

#### Office of the Select Board

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

March 9, 2021

Provincetown Select Board 260 Commercial Street Provincetown, MA 02657

Dear Members of the Provincetown Select Board,

We write today to urge you to consider the direct and indirect impacts of the Provincetown Pier Corporation's proposed fee increases. These increases will have a detrimental impact on the dock tenants, their crews, the families of those individuals and the broader community and local economy.

As you are aware, Provincetown boasts a two hundred-fifty-million-dollar tourism industry annually and has a history deeply rooted in the Blue Economy, which continues to grow with increased Harbor and Pier activity. The fishing industry in Provincetown provides direct benefits to the community in the form of jobs for local residents and a food source for the greater community. The Blue Economy in Barnstable, Dukes Nantucket and Plymouth Counties encompasses 12% of jobs and 11% of gross revenue. The indirect benefits of the industry are less tangible but arguably as important. The local fishing industry is a critical part of the local food services industry—the number one employment industry in Provincetown<sup>3</sup>, and a major source of economic dollars and meals tax dollars. The fishing industry also receives economic credits based on the value of the catch, which provides crucial dollars for dredging and infrastructure of the Pier. Provincetown is ranked the seventh in the Massachusetts in highest "ex-vessel value" (value of catch). The impacts of the fishing industry are far-reaching and vital to Provincetown and beyond.

To that end, it is imperative to protect the fishing industry in this area. Data is not yet available to demonstrate the impact that COVID-19 has had on the fishing industry, but anecdotal reports note that the closure of restaurants has significantly impacted the value of the catch, resulting in deleterious effects to our local fishing fleets. To propose a nearly fifty percent rate increase for dockage fees would push these local fleets into further economic ruin. The Truro Select Board understands the importance of charging fees to offset the Pier's operational costs, however, the Board feels strongly that an appropriate analysis of Pier operations could be completed over the next 12 to 24 months and a fee increase plan could be developed to gradually increase fees over a number of years. A 12- to 24- month moratorium on fee increases would also provide the dock tenants with time to adjust to the COVID-19 impacts, make changes to their own business plans and prepare for future fee increases.

Over the years, fishermen have moved from Provincetown to Truro because of the relative affordability of Truro compared to Provincetown. There are no less than 24 commercial fishermen who own vessels docked at MacMillan Pier that are owned by Truro property-owners, some with more than one vessel. There are no less than six eco-tourism business and charter vessels docked at MacMillian Pier that also fall into this category. In addition, there are even more commercial and eco-tourism vessels owned by Truro residents who rent their property in Truro that are docked at MacMillan Pier. There are many crew members, as well as eco-tourism

<sup>&</sup>lt;sup>1</sup> https://www.provincetown-ma.gov/DocumentCenter/View/12966/Tourism-Economy-Report-CY-2019-Final?bidId=

<sup>&</sup>lt;sup>2</sup> https://www.capecodcommission.org/our-work/harbor-study/

 $<sup>^3\</sup> https://provincetown-ma.gov/DocumentCenter/View/8905/Economic-Conditions---UMass-Dartmouth-Report$ 

 $<sup>^4\</sup> https://www.mass.gov/doc/draft-report-port-by-port-profiles-and-analysis-of-the-mass achusetts-commercial-fishery/download?\_ga=2.226665685.930307975.1614786212-1933361823.1570452321$ 

employees, and their families, who live in Truro. It is estimated that approximately 40% of the vessels docked in Provincetown are owned by Truro residents, which means that the proposed change to remove Truro from the Town of Provincetown Harbor Regulations and Mooring Rules and Regulations 1-1-3 would impact approximately 40% of the dock tenants. Maintaining Truro's inclusion in the definition of "Provincetown-Based Vessels" helps to ensure that individuals who live in Truro can continue to have priority in docking at the Provincetown Harbor. Pamet Harbor does not have the deep water necessary for the commercial fishing vessels that dock in Provincetown. We hope that the regulations will not change and that Truro remains in the definition so that these individuals who are often one generation in a long line of Provincetown fisherman can continue to have priority at the nearest deep water dock, Provincetown Pier.

We ask that you consider the following three actions requested by the Truro Select Board: 1) Institute a moratorium on dockage increases for 12- 24 months; 2) Maintain the inclusion of Truro in the definition of "Provincetown-Based Vessels" in the Town of Provincetown Harbor Regulations and Mooring Rules and Regulations 1-1-3; and 3) Include Truro representation in Provincetown Pier Corporation's decision making processes.

Finally, the Truro Select Board respectfully requests that Truro be represented in the Provincetown Pier Corporation meetings. As 40% of the dock tenants, and integral partners in the local economy and local housing area, it seems fitting for a Truro resident to be included in the Pier Corporation's decision-making, either as a liaison or as a full-member of the Corporation. A Truro resident may help provide feedback that would assist the Corporation in obtaining support from the dockage tenants.

The Truro Select Board acknowledges the difficult decisions that are required of the Provincetown Select Board and the Provincetown Pier Corporation. We appreciate your consideration of our requests and the collaborative relationship between Provincetown and Truro throughout our history. We would be happy to meet collectively or to send a representative of the Truro Select Board to attend one of your future meetings so that these issues can be further discussed.

Respectfully, The Truro Select Board	
Robert Weinstein, Chair	Kristen Reed, Vice-Chair
Susan Areson, Clerk	Janet Worthington
Stephanie Rein	

Cc: Provincetown Public Pier Corporation



# **TOWN OF TRURO**Select Board Agenda Item

BOARD/COMMITTEE/COMMISSION: Community Preservation Committee

REQUESTOR: Deborah McCutcheon, CPC Chair and Mary Rose, CPC Co-Chair

**REQUESTED MEETING DATE:** March 9, 2021

**ITEM:** Discussion on the FY22 Community Preservation Committee Grants, Community Preservation Act Annual Town Meeting Articles and Award Decisions.

**EXPLANATION:** CPC Chair Deborah McCutcheon and Co-Chair Mary Rose will present the FY22 Community Preservation Committee Grants, Community Preservation Act Annual Town Meeting Articles and Award Decisions to the Select Board for discussion. Town Counsel has reviewed all of the proposed CPC articles.

**FINANCIAL SOURCE (IF APPLICABLE):** Projected FY 2022 Community Preservation Act Surcharge Revenue

**SUGGESTED ACTION:** Discussion. Select Board will vote to recommend articles during a future agenda item.

#### **ATTACHMENTS:**

- 1. FY22 CPC Articles
- 2. Preliminary FY22 CPA Revenue
- 3. Affordable Housing Trust Fund
- 4. Housing Consultant
- 5. Museum Collection Preservation
- 6. Edgewood Farm
- 7. Edgewood Farm Revised Budget
- 8. Puma Park Enhancement
- 9. Amended Budget for Puma Park
- 10. Payomet Drive In

Agenda Item: 6B1

#### **CPC Warrant Article for Annual Town Meeting 2021**

#### (Community Housing)

Section: \_1\_\_ Contribution to the Affordable Housing Trust Fund

To see if the Town will vote to appropriate the sum of Fifty Thousand dollars and no cents (\$50,000.00) from Projected Fiscal Year 2022 Community Preservation Act Surcharge Revenue, to contribute to the Truro Affordable Housing Trust Fund, or take any other action relative thereto.

Requested by Truro Housing Authority

Explanation: If a fund of money is immediately available to the Housing Authority, then the Housing Authority will be able to make time to act on opportunities that would be lost if the Housing Authority had to wait for Town Meeting or beyond to request money for a legitimate Community Housing project.

**Finance Committee Recommendation:** 

**Board of Selectmen Recommendation:** 

**Community Preservation Committee Recommendation: 5-0** 

Section: \_2\_ Housing Consultant (Community Housing)

To see if the Town will vote to appropriate the sum of Twenty-five Thousand dollars and no cents (\$25,000.00) from Projected Fiscal Year 2022 Community Preservation Act Surcharge Revenue, to provide technical assistance to the Truro Housing Authority, and to enter into a grant agreement to set forth the terms and conditions thereof, or take any other action relative thereto.

Requested by Truro Housing Authority

Explanation: The Truro Housing Authority needs to continue receiving professional expertise in developing and implementing housing projects. The consultant will not be a full or part-time employee of the Town, but rather will work on particular projects on as "as needed" basis. These funds will be used for a consultant to continue to work on property acquisition, planning and educational programs on housing needs.

Finance Committee Recommendation:

**Board of Selectmen Recommendation:** 

**Community Preservation Committee Recommendation: 5-0** 

#### (Historical Preservation)

Section\_3\_\_: Preservation of Highland House Museum Permanent Collection (Historic Preservation) To see if the Town will vote to appropriate the sum of Eighteen Thousand, Seven Hundred, Eighty-four dollars and no cents (\$18,784.00) from Projected Fiscal Year 2022 Community Preservation Act Surcharge Revenue for the preservation of items in the permanent collection of Highland House Museum, and to enter into a grant agreement to set forth the terms and conditions thereof, or take any other action relative thereto. *Requested by the Truro Historical Society* 

Explanation: More Highland House Museum permanent historic resources will be displayed in the main exhibition hall; the Miss Betsey Holsbery 1858 Walling Map of Cape Cod will be cleaned and conserved; photographs and documents will be restored; and several Truro artists' works are to be reframed and repaired.

Finance Committee Recommendation: Select Board Recommendation:

**Community Preservation Committee Recommendation: 5-0** 

#### (Historical Preservation)

#### Section \_4\_ Edgewood Farm Historic Preservation Project Phase 5

To see if the Town will vote to appropriate the sum of Seventy-two Thousand, Five Hundred dollars and no cents (\$72,500.00) from Projected Fiscal Year 2022 Community Preservation Act Surcharge Revenue for a fifth phase of restoration and preservation of three historic buildings at Edgewood Farm, and to enter into a grant agreement to set forth the terms and conditions thereof, or take any other action relative thereto.

Requested by Truro Center for the Arts at Castle Hill

Explanation: A deed restriction has been completed to keep Edgewood Farm historically preserved in perpetuity. Phase 5 plans include replacement of wooden down spouts on all three buildings, upgrades for historic outdoor lighting, and restoration of one bathroom.

**Finance Committee Recommendation:** 

**Board of Selectmen Recommendation:** 

**Community Preservation Committee Recommendation: 5-0** 

Section: \_5\_ Puma Park Enhancement (Recreation)

To see if the Town will vote to appropriate the sum of Forty-eight Thousand, Four Hundred, Five dollars and no cents (\$48,405.00) from Projected Fiscal Year 2022 Community Preservation Act Surcharge Revenue for shade sails to protect areas of

Puma Park, and to enter into a grant agreement to set forth the terms and conditions thereof, or take any other action relative thereto.

Requested by the Truro Commission on Disabilities

Explanation: This phase of the project will include installation of a safe and accessible surface under the adult exercise equipment and the purchase of shade structures to provide shelter from the full sun at Puma Park.

Finance Committee Recommendation:
Select Board Recommendation:
Community Preservation Committee Recommendation: 5-0

#### Section: \_6\_\_ Payomet Drive-In

(Recreation)

To see if the Town will vote to appropriate the sum of Twenty Thousand dollars and no cents (\$20,000.00) from Projected Fiscal Year 2022 Community Preservation Act Surcharge Revenue for improvement of the Highland Center Drive-In stage for recreational use, and to enter into a grant agreement to set forth the terms and conditions thereof, or take any other action relative thereto.

Requested by the Payomet Center for the Performing Arts

Explanation: The Payomet request is for construction of a bandshell covering for the stage at the Highlands Center Ballfield Drive-In. This would protect performers and anyone using the stage from the elements and would allow programming to continue in all weather for an extended season.

Finance Committee Recommendation:
Select Board Recommendation:
Community Preservation Committee Recommendation: 5-0

#### **Section \_7\_: Administrative Support**

To see if the Town will vote to appropriate the sum of Thirty-two Thousand, Five Hundred, Ninety-one dollars and no cents (\$32,591.00) from Projected Fiscal Year 2022 Community Preservation Act Surcharge Revenue for the administrative expenses of the Community Preservation Committee, or take any other action relative thereto.

Requested by Community Preservation Committee

Explanation: The Community Preservation Act and the Truro Community Preservation Bylaws permit 5% of the projected Community Preservation Act surcharge revenue can be used for management of CPC operations, as well as for workshops, seminars, membership in the Community Preservation Coalition,

printing, advertising and supplies and the like. Any money remaining at the end of the Fiscal Year will revert to the Community Preservation Act Undesignated Fund Balance.

**Finance Committee Recommendation:** 

**Select Board Recommendation:** 

**Community Preservation Committee Recommendation: 6-0** 

#### **Section 8 : Open Space Reserve**

To see if the Town will vote to appropriate the sum of Sixty-five Thousand, One Hundred, Eighty-one dollars and no cents (\$65,181.00) from Projected Fiscal Year 2022 Community Preservation Act Surcharge Revenue to reserve for the purpose of Open Space, or take any other action relative thereto.

Requested by Community Preservation Committee

Explanation: The Community Preservation Act and the Truro Community Preservation Bylaws require 10% of the projected Community Preservation Act surcharge revenue be used for Open Space. This is the first year that there is no debt service or Open Space project request. The money will remain in reserve for future use.

**Finance Committee Recommendation:** 

**Select Board Recommendation:** 

**Community Preservation Committee Recommendation: 6-0** 

#### Section \_9\_: FY22 Budgeted Reserve

To see if the town will vote to appropriate the sum of Three Hundred Nineteen Thousand, Three Hundred, Fifty-two dollars and no cents (\$319,352.00) as a Budgeted Reserve from Projected Fiscal Year 2022 Community Preservation Act Surcharge Revenue for such projects as may be recommended by CPC to Town Meeting, or take any other action relative thereto.

Requested by Community Preservation Committee

**Finance Committee Recommendation:** 

**Select Board Recommendation:** 

**Community Preservation Committee Recommendation: 6-0** 

Explanation: After the 10% allotments for Community Housing, Historic Preservation and Open Space are made or reserved for those purposes, a balance of \$319,352 will be reserved for approved CPA projects in any category including Recreation by Town Meeting approval. Any money remaining at the end of the Fiscal Year will be assigned to the Community Preservation Act Undesignated Fund Balance.

Agenda	Item:	6B2
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Optional

Levy Year:	Land Bank Commitment	Actual Growth	State Funding	Projected State Funding Percentage; Est'd @ 100% thru 2008: 25% for '18	Total Annual Revenue:	Previously Committed land Bank Debt "Open Space"	% of Annual Revenue Projection	\$ Annual Appropriation for CPC Operations	Open Space Requirement	Community Housing Requirement	Historic Preservation Requirement	Funding for Other (Passive Recreation) Projects	Optional Budgeted Reserve	Remaining Funding to be allocated Annually	% of Annual Revenue to be Allocated
ACTUAL:															
2000	160,191.62		77,548.00												
2001	175,158.73	9.34%	86,610.00												
2002	205,936.16	17.57%	100,760.00												
2003	221,953.16	7.78%													
2004	232,642.93	4.82%		792,476.41											
2005	246,726.41 <b>CPA</b>	6.05%													
	Commitment														
2006	271,338.76	9.07%	246,726.41	0.00	518,065.17				Formerly						
2007	277,056.48	2.11%	269,955.00	100.00	547,011.48				covered by pre-						
2008	300,299.81	8.39%	275,795.00	100.00	576,094.81	308,787.50	0.54	5,000.00	existing Debt	119,931.00	56,313.00	60,000.00		26,063.31	0.05
2009	315,156.31	4.95%	281,388.00	.94	596,544.31	282,262.50	0.47	7,000.00	(Poor, Meldahl	62,500.00	51,500.00	-	60,746.50	132,535.31	0.22
2010	342,983.89	8.83%	172,650.00	.55	515,633.89	283,790.00	0.55	7,000.00	and Morea acquisitions) all	51,563.39	51,563.39	-	-	121,717.11	0.24
2011	336,720.00	-1.83%	136,586.27	.40	473,306.27	48,000.00	0.10	7,000.00	of which were	48,000.00	48,000.00	-	327,000.00	(4,693.73)	-0.99%
2012	351,758.82	4.47%	139,912.00	.42	491,670.82	274,900.00	0.56	7,000.00	retired in 2020.	46,100.00	46,100.00	-	-	117,570.82	23.91%
2013	358,615.79	1.95%	145,331.00	.41	503,946.79	257,555.00	0.51	7,000.00		50,394.65	50,394.65			138,602.49	27.50%
2014	377,941.01	5.39%	293,288.00	.82	671,229.01	235,480.00	0.35	7,000.00		47,786.00	47,786.00	-	-	333,177.01	49.64%
2015	398,456.01	5.43%	184,717.00	.49	583,173.02	223,500.00	.38	12,000.00		58,317.60	58,317.60	.00	.00	231,037.82	39.62%
2016	418,087.15	4.93%	181,530.00	.43	599,616.73	216,625.00	.36	29,980.74		59,961.47	59,961.47	.00	.00	233,088.05	38.87%
2017	439,112.27	5.03%	132,819.00	0.30	571,931.27	209,175.00	.37	28,596.86		57,192.73	57,192.73	-		219,773.95	38.43%
2018	463,593.70	5.58%	116,279.00	0.25	579,872.70	201,725.00	0.35	28,993.04		57,987.07	57,987.07	-		233,180.53	40.21%
2019	482,958.56	4.18%	144,700.00	0.30	627,658.56	194,210.00	0.31	29,105.00		58,210.00	58,210.00	-	-	287,923.56	45.87%
2020	486,049.60	0.64%	109,401.00	0.23	595,450.60	182,090.00	0.31	28,148.00		59,545.00	59,545.00			266,122.60	44.69%
2021	498,900.39	2.64%	230,094.00	0.46	728,994.39	-	0.00	31,732.00	63,464.00	63,464.00	63,464.00			506,870.39	69.53%
PROJECTED:	1/2% Growth Factor projected		State Funding Projection	Projected State Funding Percentage; Est'd @ 100% thru 2008: 14% for '21	Total Projected Annual Revenue:	Previously Committed land Bank Debt "Open Space"	% of Annual Revenue Projection	\$ Annual Appropriation for CPC Operations	Open Space Requirement	Community Housing Requirement	Historic Preservation Requirement	Optional Funding for Other (Passive -?- Recreation) Projects	Optional Budgeted Reserve	Remaining Funding to be allocated Annually	% of Annual Revenue to be Allocated
2022	501,395.00	3.16%	150,418.50 *	0.300	651,813.00	-	0.00	32,591.00	65,181.00	65,181.00	65,181.00			423,679.00	65.00%
								Can not exceed							

State Funding Projection ESTIMATE 30% of projected commitment for '22

651,813.00 Projected annual revenue availab Undes F/B Total available '22 projets

Requests:		
1 Housing	AHTF	50,000.00
2 Housing	Tech Assist	25,000.00
3 Histoirc	HHM Collection	18,784.00
4 Historic	Castle Hill/Edgewood Farm	72,500.00
5 Recreation	Shade: Puma Park	48,405.00
6 Recreation (?)	Payomet Drive-In Stage	20,000.00
7 CPC	Admin Support	32,591.00
8 OS	Reserve	65,181.00
9. Budgeted Re	319,352.00	
		<u>651,813.00</u>
	Projected Surcharge:	651,813.00
Un	allocated / Unreserved:	<u>0.00</u>

2.00 3.00 3.00 0.00

CPC 2022 Projection

Agenda Item: 6B3

#### PROJECT APPLICATION FORM

<b>Applicant</b> : Affordable Housing Trust	<b>Submission Date:</b> 11/2/20
Address: Truro Town Hall	Purpose: (Select all that apply)
	□ Open Space
	<b>OAffordable Housing</b>
<b>Telephone</b> : 508 349-7810	Historic Preservation
E-mail: kevshawn@comcast.net	■ Recreation
Town Committee:	
(if applicable): Truro Housing Authority, on behalf	of the Affordable Housing Trust
Project Name: Affordable Housing Trust	
Project Location/Address: N/A	
Amount Requested: \$50,000	
Project Summary: In the space below, provide	a brief summary of the project.
See attached Narrative.	
Estimated Date for Commencement of Pr	roject: Ongoing
Estimated Date for Completion of Project	t: Ongoing

#### PROJECT NARRATIVE

The Truro Affordable Housing Trust is a Trust established by Massachusetts General Law 274 of the Acts of 2002. The funds of this Trust can be used for a variety of activities that create, support and preserve affordable housing. The Community Preservation enabling legislation has provisions specifically for the CPC to fund Trusts. Currently the members of the Select Board serve as the trustees.

The need for affordable housing in Truro has been well documented, and the lack of quality affordable housing is one of the most critical problems facing the sustainability of our community. Funding for the Affordable Housing Trust provides opportunities to fund projects that could include assisting in maintaining affordability, land acquisition, predevelopment/feasibility, or any other program allowable under the CPA. Projects can be reviewed at any time (so not tied to the yearly Town Meeting cycle), and are approved by the Select Board.

In the past the Truro Affordable Housing Trust funds have been used to assist in re-sales of affordable homes and to provide buy-down funds to ensure that affordability remains. This is a truly critical program, as deed riders from the 1990's include re-sale calculations that can result in unaffordable home sale prices. Trust funds have also been used to assist the Truro Housing Authority and Habitat for Humanity in land acquisition. As the Cloverleaf housing project proceeds it is important to be aware that the developer identified a need in his initial proposal for a local funding match to leverage state grants. He is approaching a stage in the process when it will be necessary to commit to that.

Given recent contributions made to the Affordable Housing Trust approved at the Annual Town Meeting the question may arise as to the need for these additional funds. The answer to that question is that the purpose of this application is to sustain an ongoing pool of funds that are quickly accessible for time-sensitive affordable housing initiatives so that Truro can take advantage of these opportunities as they arise.

#### REVIEW AND RECOMMENDATION CRITERIA/GUIDELINES

- Consistent with goals of the Local Comprehensive Plan
- Economically and reasonably feasible to implement.
- Serves multiple needs and populations.
- Leverages additional or multiple sources of funding (required by most State and federal funding applications).
- Utilizes, preserves, protects or enhances currently owned Town land or housing assets.
- Consistent with recent Town Meeting actions, as supported at the Annual Town meeting.
- Applicant has successfully implemented projects of similar type, including Sally's Way in Truro.
- Community Character: Promotes diversity through affordable housing and is consistent with Town planning documents, including the Local Comprehensive Plan and the Housing Production Plan.
- Community Impact/Needs: Meets multiple needs and populations in Town, addresses significant community needs, and meets the needs of an underserved population.

Agenda Item: 6B4

#### PROJECT APPLICATION FORM

<b>Applicant</b> : Affordable Housing Trust	<b>Submission Date:</b> 11/2/20
Address: Truro Town Hall	Purpose: (Select all that apply)
	□ Open Space
	<b>OAffordable Housing</b>
<b>Telephone</b> : 508 349-7810	<ul><li>Historic Preservation</li></ul>
E-mail: kevshawn@comcast.net	■ Recreation
Town Committee:	
(if applicable): Truro Housing Authority	
Project Name: Housing Consultant/Technical A	ssistance Request
Project Location/Address: N/A	
Amount Requested: \$25,000	
Project Summary: In the space below, provide	e a brief summary of the project.
See attached Narrative.	
Estimated Date for Commencement of P	roject: Ongoing
Estimated Date for Completion of Project	et: Ongoing

#### **PROJECT NARRATIVE**

The mission of the Truro Housing Authority (THA) is to promote decent, safe, affordable housing for rental or purchase to meet the needs of present and future Truro residents. We encourage and support affordable housing that can serve a variety of needs, including elderly residents, families with children, couples, singles and municipal employees. We accomplish this by monitoring and promoting Affordable Housing opportunities as they arise. Using funds provided by the Community Preservation Act through Town Meeting appropriations, HOME Consortium grants, and grants from the Massachusetts Housing Partnership and from the Truro Affordable Housing Trust, the Authority strives to manage, maintain and create, both for rental and for purchase, dwellings for low and moderate income citizens.

Over the next four years the THA plans on continuing to build support and momentum for affordable housing initiatives. Our Housing Production Plan, adopted in 2019, identifies a number of strategies to accomplish this, with a goal of increasing the Subsidized Housing Inventory by 5-11 units per year over the next five years. This includes development of housing on existing town-owned land, identification of small scattered sites appropriate for

housing, and preservation of affordability for existing properties. The Town's acquisition of the Walsh Property presents an especially attractive opportunity for a range of diverse housing options. Finally, we will continue to develop our role of advocacy and education to provide factual to the Truro community. Given the fact that members of the THA are volunteers from varied backgrounds, we rely heavily upon the expertise of a housing consultant to assist us in carrying out our mission.

The Truro Housing Authority has been working with the assistance of a CPC funded Affordable Housing Consultant for the past four years and has made significant strides in affordable housing. THA is seeking funding for an additional year of consulting at this time. It is envisioned that this year will be focused predominantly on the development and implementation of a public information campaign to educate the citizens of Truro about the broad scope of affordable housing issues. This includes understanding the housing needs of Truro residents, explaining the range of affordable housing options, and becoming educated about the purpose and mechanics of the State's 40-B legislation. The consultant will also continue to work with the THA and the selected developer for the Cloverleaf project and assist in the ongoing permitting process. In the previous four years, the THA, with the consultant's assistance, has accomplished the following:

- Housing Production Plan (HPP): THA developed a plan, received unanimous approval from the Planning Board and Select Board, and the Plan has now been approved by the Department of Housing and Community Development (DHCD). This is a critical road map for Truro's affordable housing efforts.
- Resale: THA worked diligently and preserved the affordability of an older home with an older deed rider, saving critical affordable housing funds and creating a permanently affordable home for a Truro family.
- ADU/AADU: THA has used the Housing Consultant to review Accessory Dwelling Units and Affordable Accessory Dwelling Units.
- MassHousing Planning for Housing Production grant: THA wrote a grant application to MassHousing and was awarded \$75,000 towards Housing Production. The funds are being used for engineering and surveying work related to the Cloverleaf Project. The Housing Consultant also worked closely with the Town Manager and received a significant grant to fund the water main extension for the Cloverleaf project and other infrastructure.
- Housing Choice Designation: THA assisted the Town in an application that gained Truro "Housing Choice" Designation and eligibility for certain state grant funding rounds.
- RFP: THA has worked closely with Town Administration to write a Request for Proposal (RFP) to select a developer for the Cloverleaf project. The consultant continues to serve on the advisory committee providing oversight on this project.

Agenda Item: 6B5

#### PROJECT APPLICATION FORM

Applicant From Historical Society	Submission Date: Movember 2,2020			
Address: P.o. Box 486	Purpose: (Select all that apply)			
Trum MA 02666	☐ Open Space			
	☐Affordable Housing			
Telephone: 508-487-3397,608-349-0200	<b>⊠</b> Historic Preservation			
E-mail: manash econocast met	□ Recreation			
Town Committee (if applicable):				
Project Name: Conservation and Display	of the Permanent Collection			
Project Location/Address: Highland House	Museum			
Amount Requested: \$18,784.				
Project Summary: In the space below, provide	e a brief summary of the project.			
The Highland House Museum of the Truro Historic Historic Places and is located in the Highlands His Seashore. The mission of the THS is to "acquire, p special emphasis on the Truro community," with the understanding of, our historical heritage."	storic District of Cape Cod National protect, display and maintain" artifacts "with			
The HHM building is now secure thanks to grants projects will enable the THS to display more of its future generations.				
The proposal is in four parts:  1. Improved display of permanent collection in main exhibition hall  2. Conservation of Miss Betsey Holsbery's 1858 Walling Map of Cape Cod  3. Conservation, reframing of Shipwreck Room and other photos, documents  4. Conservation, framing, frame repair of works by Truro artists  \$2,270				
Please see scope of work, estimates and supporting	ng documentation on attached pages.			
Estimated Date for Commencement of Project: July 1, 2021				
Estimated Date for Completion of Project	t: July , 2022			

#### Improved display of permanent collection in main exhibition hall

Trap-fishing: a wall-based exhibit case incorporating UV filtering plexiglass will replace the present case, which is collapsing, and permit secure long term display of the trap-fishing objects and artifacts in the collection.

Domestic collection: a free-standing exhibit case incorporating UV-filtering plexiglass will permit secure long term display of domestic artifacts and textiles in the collection, and will be moveable.

Prices are from Gaylord Archival, the largest museum supplier in the US, but requests will be put out to local fabricators, who may be able to supply a comparable product more cheaply. (Museum-quality plexiglass is now resistant to yellowing or cracking and is preferred to glass.)

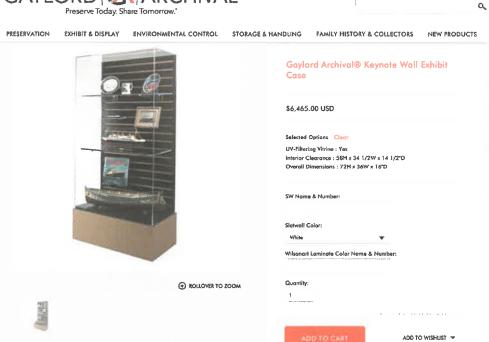
See Gaylord catalog descriptions on next page:

Gaylord Archival Keynote Wall Exhibit Case 58" x 34" x 14" display area with shelving on base \$6.579.

Gaylord Splendor Triumph Freestanding Exhibit case 40" x 47" x 18 display area on base \$4,220.

Total \$10,799.





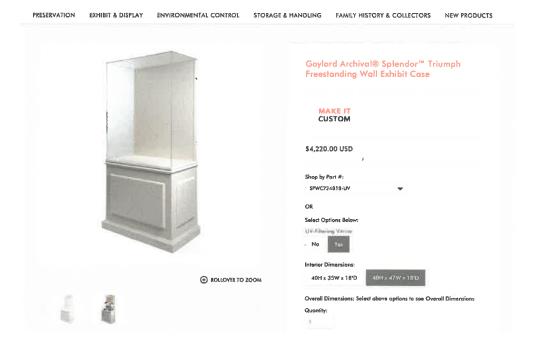
CREATE AN ACCOUNT

CREATE AN ACCOUNT

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2. Cleaning, conservation of Miss Betsey Holsbery's 1858 Walling Map of Cape Cod

The HHM permanent collection already contains the desk of Miss Holsbery, famous longtime Truro teacher, plus textbooks and students' desks from her classroom. This large varnished map remained in private hands through the ownership of Alice Furlaud, whose estate permitted its removal by the THS in 2020. Cleaned and conserved, it will enable HHM to set up a schoolroom display of particular interest to child visitors.

See estimate and documentation on 2 following pages:

Cleaning and Conservation by David Colombo

\$850.

# DAVID COLOMBO CONSERVATION OF WORKS OF ART ON PAPER 1 FITCHBURG ST C317 SOMERVILLE, MA 02143 COLOMBODAVID@MSN.COM 857-891-3376

#### Truro Historical Society Conservation Estimate 10/28/2020

1. 1858 Walling Map, 58" x 62", mounted onto cardboard, heavily varnished and discolored.

#### Conservation

- 1. Surface clean as possible with dry erasers to remove dust and dirt.
- 2.Remove varnish with a variety of solvents, most likely denatured alcohol and acetone, while keeping the map mounted onto the backing board.
- 3. Reattach any loose areas with wheat starch paste.
- 4.If necessary, carefully bleach water stains and discolorations with 3% hydrogen peroxide, and rinse as possible.
- 5.Inpaint areas of loss in design and colors as needed.

Estimate, \$850.

1858 Walling Map 62" x 58", copy used by Miss. Holsbery in Truro schools





3. Cleaning, conservation, reframing of Shipwreck Room historic photographs and documents and others.

The photographs and documents in the highly popular Shipwreck Room have become soiled, faded and stained and are framed under ordinary glass. They require cleaning, conservation, remounting and in some cases, reframing (original frames will be reused where possible).

Photo estimates have been provided by Paul Messier, a high quality photography conservator, but requests for estimates will also be put out to comparable conservators. For document conservation David Colombo's estimates have been used.

See estimates and documentation on the following 5 pages. Cleaning and conservation by Paul Messier 5 photographs (two in one frame) @ \$800

\$3200.

Document/paper conservation by David Colombo The Steamship Adriatic engraving 16" x 24" Register of Truro ship Eschol 24" x 18" Truro Bicentennial Poster 18" x 24" 3 documents @ \$200

\$600.

Photo and document reframing with UV-filtering plexiglass 6 remounts/reframing (D. Spang Framing estimates)

\$685.

Total \$4885.

#### PAUL MESSIER CONSERVATION OF PHOTOGRAPHS AND WORKS ON PAPER

#### **ESTIMATE** 10/29/2020

Dear Helen,

I can tell from the images and dates that all of the photographs are likely gelatin silver. I would count on replacing all of the backing boards, window mats and all of the glazing. You may want window mats for all of the items as the window mat creates an air space between the photo/print and the glazing and prevents the photos from sticking to the glass. I would recommend UV filtering plexi for all of the glazing. Plexi won't break and damage the photo if an item is dropped. Old frames will likely need refitting especially if you don't incorporate a window mat.

I would allocate \$800 per item for numbers 1-5 (6 items) and \$1600, for the engraving for a total of \$6400,

Conservation for these items would likely include surface cleaning, backing removal, removal of old tapes, hinges adhesives that are hidden by the frame. The engraving would likely be surface cleaned, washed, possibly stain reduction, flattened.

Overall, it is difficult to give conservation advice with limited information (ie not seeing the photo/print, not seeing many images of photo/print unframed). Some items may require more money for conservation and some less or none at all. I feel that assigning a modest cost to each will be ok because, for instance, if 2 items require no conservation then those funds can be used for another item that requires more conservation.

Best of luck with your application. Diane

# DAVID COLOMBO CONSERVATION OF WORKS OF ART ON PAPER 1 FITCHBURG ST C317 SOMERVILLE, MA 02143 COLOMBODAVID@MSN.COM 857-891-3376

# Truro Historical Society Conservation Estimate 10/28/2020

2. Numerous works on paper which have discolored and developed foxing spots.

#### Conservation

- 1. Test all media solubility for possible aqueous treatment.
- 2. Surface clean with dry erasers to remove dirt and dust.
- 3. If media is stable, float wash in water to clean and deacidify the paper.
- 4. Bleach areas of discoloration and foxing with 3% hydrogen peroxide.
- 5. Alkalize (deacidify) with calcium hydroxide (pH 8.5).
- 6. Humidify and press between blotters for several weeks.

#### **Estimates**

Since this is a large group of artwork, the price of conservation will be determined as follows:

- -Artwork 20" or less along the smaller dimensions (e.g.,  $18" \times 25"$ ,  $20" \times 40"$ ), which has not been mounted to a backing board- \$150. each.
- -Artwork 20" or less along the smaller dimension which must be removed from a backing board- \$200. each.
- Artwork 20" or more along the smaller dimension, not mounted-\$225. each
- Artwork 20" or more along the smaller dimension which has been mounted to a backing board- \$250. each.

# D. Spang Framing Estimates for framing photos and artwork for Highland House Museum

#### Photos:

- 1. 200.00
- 2. 100.00 unsure of type of mounting needed
- 3. 125.00 unsure of type of mounting needed
- 4. 60.00 unsure of type of mounting needed
- 5. 100.00 unsure of type of mounting needed
- 6. 100.00 unsure of type of mounting needed

There are multiple methods of mounting that are usually dictated by the piece being framed. Costs vary depending on what we choose.

The ship Jason. 2 gelatin silver photographic print (1893), 5" x 7" of lifeboat, 8" x 12" octagonal oblong of wreck. Frame includes piece of jute from the wreck. Cleaning, conservation as required, remounting on new backing, UV filtering plexiglass, existing frame can be reused.



The ship Jason from the shore. Gelatin silver photographic print (1893) 16" x 24". Cleaning, conservation as required, backing removal as required, UV filtering plexiglass, existing frame can be reused.



Stranded pilot whales. Gelatin silver photographic print (ca. 1900) .8" x 10" Cleaning, conservation as required, backing removal as required, UV filtering plexiglass, existing frame can be reused.



Surfman Ephraim Dyer. Gelatin silver photographic print (ca.1890) 12" x 18". Cleaning, conservation as required, backing removal as required, UV filtering plexiglass, existing frame can be reused with touch-ups.



The Steamship Adriatic. Engraving (18 57) 16" x 24". Cleaning, conservation as required



Register of Truro Vessel Eschol (ca 1850) 24" x 18" Printed and handwritten document. creasing, water damage (detail)



Truro Bicentennial Poster.(1909) 18" x 24" Print. Spotting, creasing



4. Conservation, reframing, frame repair of works by Truro artists

These works, currently in climate-controlled storage at HHM, cannot be exhibited until they are conserved and framed or have their frames repaired.

See estimates and documentation of a selection of works on 2 following pages.

#### Conservation:

Unknown maker, Old Lombard House (1930) 6" x 8" watercolor

Unknown maker, *House on North Pamet Road* (Bellinger/Gregory House) (n.d.) 12" x 16" oil on board.

William L'Engle, Clam Diggers (n.d.) 18" x 24" watercolor Martha Malicoat Dunigan, Woodblock Print of Flowers (n.d.) 10" x 16"

1 @ 400 oil on board estimate by H M-A 3 @ 200 David Colombo

\$1000.

#### Reframing, frame repair

- 1. Unknown maker, *Old Lombard House* (1930) 6" x 8" watercolor, remount in acid-free card, UV filtering plexiglass or museum glass, reuse existing frame.
- 2. Jerry Farnsworth, *Portrait of Susan Glaspell.*, (ca 1930) 40" x 36" oil on board, Repair damaged original frame.
- 3. Jerry Farnsworth, Consuela (ca 1930) 40" x 36" oil on board. Repair damaged original frame.
- 4. Unknown maker, *House on North Pamet Road* (Bellinger/Gregory House) (n.d.) 12" x 16" oil on board. Frame
- 5. "M.P.". Bay Sunset (n.d.) 14" x 18" oil on canvas. Repair frame
- 6. Register of Truro Vessel Eschol (ca 1850) 24" x 18" Printed and handwritten document. remount, UV filtering plexiglass, frame
- 7. Truro Bicentennial Poster.(1909) 18" x 24" Print. Remount, acid-free mat, UV tiltering plexiglass, frame.
- 8. Unknown maker. Seascape (ca. 1940) 18 x 14 Watercolor. Remount, acid-free mat, UV filtering plexiglass, frame.

8 @ various prices (D. Spang Framing estimates)

\$1270.

Total

\$2270.

D. Spang Framing
 Estimates for framing photos and artwork for Highland House Museum

#### Artwork:

- 1. 50.00 unsure of type of mounting
- 2. 50.00 250.00 range is based on the labor required to do repair
- 3. 50.00 250.00 range is based on the labor required to do repair
- 4. 80.00
- 5. 90.00
- 6. No size given for this item 24x18 ethimate 200
- 7. 200.00 if outside of mat is 18 x 24 275.00 if mat goes around 18 x 24 so approx 23 x 29
- 8. 150.00 unsure of type of mount

Unknown maker, Old Lombard House (1930) 6" x 8" watercolor



Unknown maker, *House on North Pamet Road* (Bellinger/Gregory House) (n.d.) 12" x 16" oil on board. (detail)



William L'Engle, Clam Diggers (n.d.) 18" x 24" watercolor (detail)



Martha Malicoat Dunigan, Woodblock Print of Flowers (n.d.) 10" x 16 (not ilustrated)

Unknown maker, *Old Lombard House* (1930) 6" x 8" watercolor, remount in acid-free card, UV filtering plexiglass or museum glass, reuse existing frame.

Jerry Farnsworth, *Portrait of Susan Glaspell.*, (ca 1930) 40" x 36" oil on board, Repair damaged original frame.

Jerry
Farnsworth,
Consuela (ca
1930) 40" x 36"
oil on board.
Repair damaged
original frame.



"M.P.". Bay Sunset (n.d.) 14" x 18" oil on canvas. Repair damaged original frame

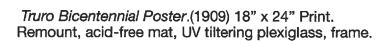




Unknown maker, *House on North Pamet Road* (Bellinger/Gregory House) (n.d.) 12" x 16" oil on board. Frame



Register of Truro Vessel Eschol (ca 1850) 24" x 18" Printed and handwritten document. remount, UV filtering plexiglass, frame







TRURO CENTER



November 2, 2020

RCVID 2020NOV2 pm12:09 ADMINISTRATIVE OFFICE

TOWN OF TRURO

Ms. Deborah McCutcheon
Mary Rose, Co-Chairs
Community Preservation Committee
Truro Town Hall
P.O. Box 2030
Truro, MA 02666

Re: Castle Hill Edgewood Farm Historic Building Preservation Project

Dear Ms. McCutcheon & Ms. Rose:

It is with great pleasure that the Truro Center for the Arts at Castle Hill is applying for the restoration and renovation of the Edgewood Farm Property. We didn't apply in 2019 as requested.

We are requesting \$104,000 in CPA funds for phase five, which would be for electrical upgrades to historic lighting to connect building entrances to the street and to replace plumbing for the sinks and bathrooms on the ground floor studios and to repair and replace the wooden downspouts on all 3 historic buildings.

We look forward to working with you and the committee on this worthwhile project. And thank you so much for your all your past support in Edgewood Farm. In prior grant applications, we were approved by the State of Massachusetts Historic Commission with our *Preservation Restriction* (which is included in this application) on the 3 historic buildings.

Again, during this difficult time for non-profits & the Covid-19, we hope you will support this exciting project and get us closer to our long-term goals.

Sincerely.

Cherie Mittenthal

**Executive Artistic Director** 

## **PROJECT APPLICATION FORM**

Applicant: Truro Center for the Arts at Castle Hill	Submission Date:	November 2, 2020
Address: 10 Meetinghouse Road	Purpose:	Historic Preservation
P.O. Box 756		
Truro, MA 02666	<del>-</del>	
<b>Telephone</b> :508-349-7511		
Email: Cherie@castlehill.org		
Town Committee (if applicable): Truro Historical Commission		
Project Name: Edgewood Farm Historic Building Preservation		
Project Location: 3 Edgewood Way, Truro MA 02666		
Amount Requested: \$104,000		
Project Summary:		
Edgewood Farm Historic Building Preservation		
Truro Center for the Arts at Castle Hill – a 501(c)(3) not-for-profit community arts organization – requests the consideration of the Truro Community Preservation Committee for use of \$104,000 in FY2022 Historic Preservation funds for the continued restoration and preservation of the three historic structures that are part of the Edgewood Farm property (the Manuel Corey House, the Barn and the Cottage). This project will sustain the rural character of Truro by revitalizing significant historic buildings to reflect the history of the town while simultaneously improving their efficiency, accessibility and ease of use.		
Castle Hill has owned Edgewood Farm since January progress to restore and convert the buildings for re-us work/instructional space for visiting artists and facult operates an Artist Residency program that brings eme to Truro, providing the community with opportunitie enrichment.	se as living quarters and y. As a result, Castle H rging and mid-career v	d common ill launched and now isual artists and writers
With FY2022 CPA Historic Preservation Funds, we will: 1) replace wooden gutters and downspouts on all three buildings; 2) continue necessary electrical upgrades to all three buildings; 3) add historic lighting along the street to the three buildings for safety; and 4) replace the plumbing for the sinks and bathroom in the ground-floor studios of the Barn.		
This project is consistent with and advances the Truro Local Comprehensive Plan's goal for preservation of Truro's cultural heritage and community character. It will also allow Castle Hill to offer more arts programming to the community. We request the Committee's financial assistance in ensuring the success of this project.		
Estimated Date for Commencement of Project: _	9/1/2021	
Estimated Date for Completion of Project:	8/31/2022	

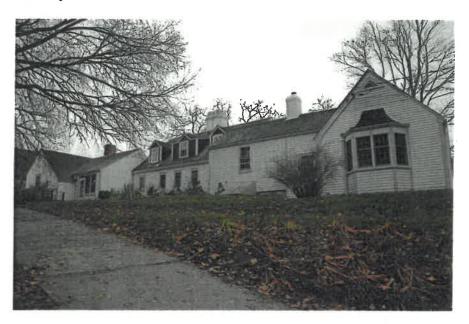
Purpose: Historic Preservation
Applicant: Truro Center for the Arts at Castle Hill
Date: November 2, 2020

## Historical Significance of the Edgewood Farm Structures:

Edgewood Farm contains three historic buildings – the Manual Corey House, the Barn and the Cottage. The property is included on the Truro Historic Properties Survey of 2011 and on the Inventory of Historic Assets of the Commonwealth of the Massachusetts Historical Commission (MHC) and the Massachusetts Cultural Resource Information System (MACRIS – TRU.732). The Edgewood property was also featured in Cape Cod in the Sun, a 1937 book by Samuel Chamberlain, about architectural gems of Cape Cod.

The three historic buildings are:

#### 1. The Manuel Corey House:



The Manuel Corey House is a two-story Colonial Revival wood-frame building built in 1898 with T-shaped one-story gabled additions attached to the east and west side elevations. It 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 was constructed in 1898 by a well-known local builder, Benjamin Davis, and purchased soon after by Manuel Corey, who served as town clerk, auditor, and on the board of library trustees. Corey constructed the existing barn on the property about the same time that he purchased the house. At that time, Edgewood Farm contained an orchard and produced vegetables, poultry, and milk. In 1930, Corey sold the farm to Sheldon Dick, who built the kitchen ell, two large extensions, and converted a former chicken coop to a guest cottage.

Purpose: Historic Preservation
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#### 2. The Barn:



The Barn (circa 1900) is a large two-story, side-gable building with a one-story addition on its south elevation. It 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.

### 3. The Cottage:

The Cottage is a one-story saltbox that stands between the house and the barn, slightly to the south. It has a wood-shingled roof and clapboard siding.



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All three of these buildings are historically significant in terms of their agricultural relevance and their architecture. The agricultural landscape preserved on Edgewood Farm reveals much about the area's history, including the physical context of the region, changing technologies, transportation networks, natural resources, climate, and cultural traditions. Local community traditions are evident in the farm's layout, barn style and construction techniques. For example, Edgewood Farm's layout demonstrates an efficient use of available space, while the location of the buildings and their spatial relationships to each other tell us how the farmer's labor was once organized, crops stored and animals cared for.

The house and outbuildings are a visible link to Truro's agricultural past, and as such individually deserve attention. According to the Massachusetts Department of Conservation and Recreation, historical farm buildings like the ones located at Edgewood Farm are best preserved by continuous use – including adaptive reuse – as buildings left unused can quickly succumb to the elements. Castle Hill is committed to bringing farming back to Edgewood Farm by offering a community-based program to teach both children and adults about permaculture and sustainability.

Please note that the Edgewood Farm property also contains other structures not of concern in this application, including a studio (c. 2001), and wood shop, and several small outbuildings including the horse barn from the original life-saving station once located on Ballston Beach, which are used as writer/artist studios, all one story in height, located to the north and east of the Manuel Corey House.

## Connecting Artists to Truro and Truro to the Arts:

### Every year, Castle Hill offers the Truro community:

- 3-month Artist Residencies for emerging potters at our Meetinghouse Road Campus, and 2-week, one month, two month and three month Residencies for emerging and mid-career visual artists and writers at Edgewood Farm.
- A free "Artist in the Schools" program for students at the Truro Central School, as well as public schools in other towns from Provincetown to Orleans.
- A free program for local Senior Citizens to participate in three-week workshops in painting, printmaking, poetry and clay, free-of-charge every fall; this year these will be offered on line dur to the pandemic.
- Lectures from renowned artists and writers held in July and August.
- An annual show featuring members of the Cape Cod Potters and/or the Printmakers of Cape Cod in the Castle Hill Gallery.
- Scholarships to area students interested in the arts. 11 scholarships specifically go to Truro students through the Michael Rice Scholarship program.
- Scholarships to artists living with HIV/AIDS through the AIDS Support Group of Cape
- Scholarships to adults living in Truro, Provincetown & Wellfleet.
- A work/study program for anyone who cannot afford to take classes.

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Date: November 2, 2020

## In addition, Castle Hill improves the cultural economy of the Outer Cape:

- Castle Hill offers over 170 workshops during the spring, summer and fall, and over 15 workshops specifically designed for children and teenagers.
- Each year Castle Hill employs over 175 artists (35% are year-round Cape Cod Residents; 26% are from Truro or Provincetown), as well as 5 year-round employees, 4 seasonal studio managers and 4 6 interns.
- Castle Hill's gallery is free and open to the public, featuring works by faculty, local artists and students. It also provides opportunities for members to show their work 4 times a year.
- For thirteen years, Castle Hill has produced the Annual Provincetown Dance Festival.
- Castle Hill offers the only Printmaking Cooperative on Cape Cod and in 2009 opened the
  only year-round Ceramic Studio and a Ceramic Cooperative. Both are open to the
  community at very reasonable rates.
- Every June, Castle Hill hosts the International Encaustic Conference, held at the Provincetown Inn. Although last year's Conference was cancelled due to COVID-19, over 200 people attended the previous years' event from 38 states and 6 countries.
- In a typical year, Castle Hill brings over 900 students to Truro who reap the benefits of the beauty of the Truro beaches and the landscape but also spend their dollars staying and eating at local restaurants, which enhances the cultural economy of Truro.

## Edgewood Farm makes it possible for Castle Hill to offer the community:

- The preservation of important historic buildings in Truro.
- Meeting space for community organizations.
- Space for community events and retreats.
- A green and year-round sustainable printmaking studio, open to community members.
- A new venue for poetry readings, lectures and film screenings.
- · Affordable weekly housing for artists who take workshops at Castle Hill in July and August.
- A professional-grade community kitchen.
- A studio equipped for wood, metal and bronze sculpture as well as large-scale art.
- Openings every two weeks during the off season to showcase the work of the artist residents and writers living at Edgewood Farm.

## Consistency with Local Plans:

Favorable action on this Community Preservation Act grant proposal is consistent with the Town of Truro's Heritage Preservation and Community Character Goals, as published in the Town of Truro 2005 Local Comprehensive Plan (pages 130-131):

"Goal 1: Truro will seek to protect and preserve the important historic, cultural and scenic features of the Truro landscape, recognizing that they are critical components of the town's heritage, character and economy.

Purpose: Historic Preservation
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Goal 2: Truro will preserve historic areas through the establishment of Historic Districts, subject to the wishes of area residents.

Goal 3: Truro will work to ensure that future development and redevelopment respect the traditions and character of historic village centers and outlying residential areas so as to protect the town's characteristically rural look and feel."

Further, the project is consistent with the goals of the 2015 Open Space and Recreation Plan (p. 66):

"Goal 2: Maintain the town's historic and rural character by reducing density...and providing additional passive recreation areas.

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

## Scope of Work:

Castle Hill requests \$104,000 in FY2022 CPA funds to cover costs associated with:

- 1) Replacing the gutters and downspouts on the Barn (total requested for this item: \$8,000).
- 2) Continuing the necessary electrical upgrades to all three buildings (total requested for this item: \$18,000)
- 3) Adding historic lighting to connect the three buildings with the street. Outdoor lighting fixtures will improve safety and historically match the buildings and landscape in appearance (total requested for this item: \$13,000).
- 4) Replacing plumbing for the sinks and bathroom in the ground-floor studios (total requested for this item: \$65,000).

A budget delineating costs for each task is attached with this proposal.

The items contained in this request have appeared in previous requests. While we have completed many electrical, plumbing and lighting upgrades to the buildings, there is still more to be done to ensure the efficient use of the building and the safety of those using them.

## Historic Integrity:

Castle Hill is firmly committed to maintaining and preserving the historic integrity of the three buildings while ensuring their programmatic viability, safety and proper use. In all the work described in this proposal, every effort will be made to retain and preserve the historic character of the property. The distinctive materials, features, finishes, and construction techniques that characterize the property will be preserved. All improvements will be physically and visually compatible with historical features, and when the severity of deterioration requires repair, the new material used will match the old in composition, design, color, and texture.

Castle Hill has already demonstrated its capacity to preserve and restore historic structures in a

Purpose: Historic Preservation
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manner that permits modern uses, and it will bring the same conscientious attention and accountability to this project. Our years of experience in preserving and maintaining the Snow's Farm historic barn and windmill that house our administrative offices and operations demonstrate our unique qualifications for this project.

As requested by the Truro Community Preservation Committee, Castle Hill has agreed to a Historic Preservation Restriction on the 3 historic buildings, which was approved in July 2018.

#### Timeline:

We estimate that the project will begin in the fall of 2021 and work covered by this grant will be completed by August 31, 2022. Castle Hill's Managing Director will oversee the project, along with our Buildings and Grounds committee, and utilizing local builders, plumbers and electricians.

## 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 <a href="https://www.sec.state.ma.us/mhc">(www.sec.state.ma.us/mhc</a>) 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

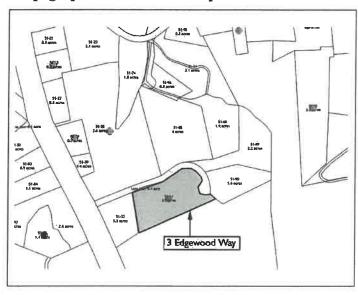
#### FORM B - BUILDING

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 Welifieet 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** 

Bam, 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 X 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.

Truro

3 Edgewood Way

MASSACHUSETTS HISTORICAL COMMISSION 220 Morrissey Boulevard, Boston, Massachusetts 02125

Area(s) Form No.

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

TRURO

3 Edgewood Way

MASSACHUSETTS HISTORICAL COMMISSION

220 Morrissey Boulevard, Boston, Massachusetts 02125

Area(s) Form No.

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.

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Truro Assessor's Office. Various. Property Record Cards. Assessor's Online Database:

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

MASSACHUSETTS HISTORICAL COMMISSION

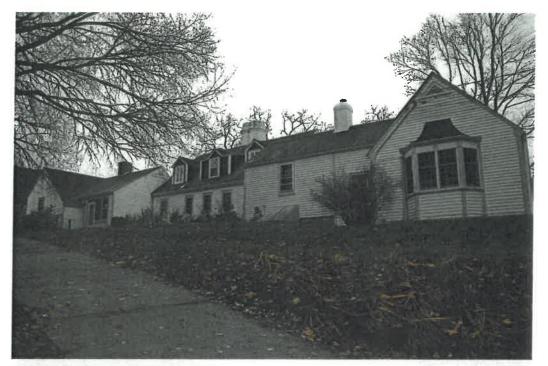
220 Morrissey Boulevard, Boston, Massachusetts 02125

Truro

3 Edgewood Way

Area(s) Form No.

TRU.372



Photograph 1. View looking southeast toward house from road.



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

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220 Morrissey Boulevard, Boston, Massachusetts 02125

Truro

3 Edgewood Way

Area(s) Form No.

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



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

TRURO

3 Edgewood Way

Area(s) Form No.

TRU.372

MASSACHUSETTS HISTORICAL COMMISSION 220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125



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



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

MASSACHUSETTS HISTORICAL COMMISSION

220 Morrissey Boulevard, Boston, Massachusetts 02125

TRURO

3 Edgewood Way

Area(s) Form No.

TRU.372



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.

# Appendix 1: Budget

### **EXHIBIT A**

## Truro Center for the Arts at Castle Hill - Edgewood Farm Renovation & Rehabilitation

Continue Renovation and Restoration work on the three historic structures as outlined below:

**FY2020 CPC** Request **Manuel Corey House** Exterior: Linseed oil, repair, patch existing gutters and downspouts \$2,000 Replace missing gutters and downspouts Repair rot along gutter line **Exterior street:** Bring historic lighting from main street to three buildings for safety \$13,000 Electric: Continue to upgrade original wiring to code \$7,500 Cottage Exterior: Linseed oil, repair, patch existing gutters and downspouts \$3,000 Replace missing gutters and downspouts Repair rot along gutter line Electric: Continue to upgrade original wiring to code \$3,500 Barn **Exterior:** Linseed oil, repair, patch existing gutters and downspouts \$3,000 Replace missing gutters and downspouts Repair rot along gutter line **Electric:** Continue to upgrade original wiring to code \$7,500 Plumbing: Repair existing plumbing for proper septic usage \$12,500 Repair/upgrade existing plumbing/fixtures for ground floor studio-a sink/bath \$23,500 Repair/upgrade existing plumbing/fixtures for ground floor studio-b sink/bath \$23,500 Contingencies \$5,000 TOTAL: \$104,000

Appendix 2: Letter of support from Massachusetts Historical Commission Truro Historic Commission & Support Reviews from Great Non Profits 2020



## The Commonwealth of Massachusetts

William Francis Galvin, Secretary of the Commonwealth Massachuserts Historical Commission

August 24, 2015

Cherie Mittenthal **Executive Director** Truro Center for the Arts at Castle Hill 10 Meetinghouse Road Post Office Box 756 Truro, MA 02666

RE:

Edgewood Farm Acquisition by Castle Hill (Center for the Arts), 147 Route 6, 3 Edgewood Way, Truro, MA;

MHC# RC.58387

Dear Ms. Mittenthal:

Thank you for submitting additional information for the project referenced above, which was received at this office on August 12, 2015. The staff of the Massachusetts Historical Commission (MHC) have reviewed the information submitted and have the following comments.

The proposed project consists of the acquisition of the Edgewood Farm by the Truro Center for the Arts at Castle Hill utilizing funding from the Massachusetts Cultural Council (MCC).

Review of the MHC's Inventory of Historic and Archaeological Assets of the Commonwealth indicates that Edgewood Farm, historically known as the Manuel Corey House - Edgewood Farm, and located at 3 Edgewood Way is included in the Inventory (TRU.372). It is in the opinion of MHC staff that Edgewood Farm meets the criteria of eligibility for listing in the National Register of Historic Places under criteria A and C at the local level of significance.

After review of MHC's files and the information submitted, MHC has determined that the proposed project will have "no adverse effect" (950 CMR 71.07(2)(b)(2)) on the Edgewood Farm.

These comments are offered to assist in compliance with M.G.L. Chapter 9, sections 26-27C (950 CMR 71.00). Please do not hesitate to contact Elizabeth Sherva of my staff if you have any questions.

Sincerely,

**Brona Simon** 

State Historic Preservation Officer

Executive Director

Massachusetts Historical Commission

xc:

Anita Walker, Massachusetts Cultural Council

Truro Historical Commission



# Truro Historical Commission

Truco Town Hall Post Office Box 2030 Phone: (508) 349-7004 Truro, Massachusetts 02666

Fax: (508) 349-5505

October 18, 2014

Ms. Cherie Mittenthal, Executive Director Truro Center for the Arts at Castle Hill PO Box 756 Truro, MA 02666

Dear Cherie:

Edgewood Farm/Manuel Corey House, located at 3 Edgewood Way, Truro, dates from ca. 1898. It consists of the main house, which is a colonial revival cape, and a number of outbuildings, including the ca. 1900 Barn, ca. 1900 Cottage, ca. 2001 workshop, and Studio, date unknown. The builder of the original house is reported to be Benjamin Davis.

The property was documented by the CPA funded survey work of the Truro Historical Commission's consultants in 2011. This effort produced a new Massachusetts Historical Commission (MHC) Form B. That MHC Form B-Building, TRU.372 can be downloaded from the MHC database utilizing the MHC website: http://mhc-macris.net

The Truro Historical Commission supports any efforts made to preserve this interesting and historic property. This would include not only preserving the historic structures, but also preserving the historic character of this large farm site shown as the shaded area on MHC Form B-Building, TRU.372 and referred to a Lot 1. If requested by the owner, we could send a letter to the MHC requesting whether the property is eligible for listing in the National Register of Historic Places.

We thank you, Kim Kettler and Steve Tarantal for the tour of Edgewood Farm, and will be pleased to provide any support to preserve this historic property.

Sincerely,

Chuck Steinman,

Chair, Truro Historical Commission

Charle Oten

c.e.steinman@comcast.net

Cell: (617) 974-1613

cc. Ms. Mary Rose, Acting Chair, Community Preservation Committee

November 2020

Truro Community Preservation 24 Town Hall Road P.O. Box 2030 Truro, MA 02666

Dear Ms McCutcheon.

I am writing to ask you for support for Community Preservation Funds to help Castle Hill at Edgewood Farm to replace historic windows in the beautiful antique buildings, to also put an elevator in the Barn to bring people upstairs to the studio / performance space. I was really fortunate to attend an Artist Residency in October 2018 at Truro Center for the Arts at Edgewood Farms in Massachusetts, and I am writing a letter to support this fantastic program. It's a great opportunity and gift for any artist!

Edgewood offered me the necessary time, studio space, and beautiful environment in such well preserved historic buildings, all important elements to further the development of my artistic practice, which is painting. I loved the cozy accommodations, and the friendly staff and administrators welcomed me to the serene, wooded property. Of course, the location adjacent to the Cape Cod National Seashore inspired me on a daily basis.

Also, the light in the spacious studio and surrounding area, and the chance to work in my own space without interruption at a relaxed pace really made a difference for me as it would for any artist. Besides artist residencies, the Center offers a great program of workshops, community events, and classes. I plan to return to Truro Center for the Arts as soon as I can, and I wholeheartedly recommend this creative community to everyone and I hope you continue to show your support!

Thanks so much!

Sincerely,

Colleen Lineberry Ocean, NJ www.colleenlineberry.com

## Karla Greenleaf-MacEwan 36 Sommer Avenue Maplewood, NJ 07040

Truro Community Preservation 24 Town Hall Road P.O. Box 2030 Truro, MA 02666

Dear Ms. McCutcheon & Committee,

I fully support continued funding for Historical Preservation for Edgewood Farm. The historic buildings were made to feel comfortable and prefect to be creative in. My experience this past fall (October 2018) at the Artists Residency at Edgewood Farm was invaluable to my artistic development. As an emerging writer, I rarely feel acknowledged and supported in my everyday life for the solitary work of crafting fiction. At Edgewood, I entered an utterly different environment where my creativity was honored, nurtured and inspired.

I was given the writer's suite, not only a room of my own, but two--a spacious bedroom with a private office attached. In this sunlit studio, windows on every side, I looked out on a pastoral landscape of green hills, gardens, and pine forest. In the mornings, before I wrote, I would run through the wooded paths behind the farm until I came to the road that led me to the ocean. The wide expanse of sea, sand, and sky, the steep dunes and windy bluffs all called to me and filled me with yearning, sending me back to my studio to touch and move the world with this renewed sense of freedom and communion.

Along with the stunning natural environment of Truro, the staff, caretaker, and director of Edgewood Farm were kind, conscientious, and deeply respectful of the residents' needs. They were concerned not simply with our comfort and material conveniences, but with our well-being. They were intent on providing us with the ideal conditions to make art. Under their auspices, I found myself continually engaged in my writing and produced almost a hundred pages of new work in ten days.

I encourage you to provide the support that would enable more artists and writers to have the opportunity to have the wonderful experience of making art at Edgewood Farm.

Sincerely,

Karla Greenleaf-MacEwan

To whom it may concern,

I have been teaching Art in the Truro school for over 18 years and have been overwhelmed by the generosity of the Artist in the School program that Truro Center for the Arts at Castle Hill has provided for my students. Our children are lucky enough to have art class twice a week but a solid and varied curriculum is not the same as having a visiting artist come and share their passion and an in depth experience in their creative process with our students. The excitement and novelty of getting involved in a project with a guest visiting artist is further enhanced by the opportunity to receive mentorship from another role model to whom they may relate and admire. In the past, our older students have been involved in the Artist in the School program and it's become something they really look forward to. I've long hoped that it could be expanded to include some of our younger students who often are looking for an area in which they can shine. The arts are often a refuge for students with learning differences and although I provide as much support and enhancement as possible, multiple artists can provide varied opportunities for connections to spark and grow. In an educational environment that has unfortunately become testing mandated, time on the arts is a welcome respite for our at risk students. When their day if filled with convergent learning that provides them with a 'right answer', opportunities for creative, divergent problem solving and thinking become even more essential.

Truro as a community has traditionally shown great support for the arts on a broad scale so we have been lucky to retain our programming on the same level throughout the duration of my time teaching in Truro. We do not know if that will be the case going forward and these children need the habits of mind, the connections and life skills that immersion in arts activities with a guiding mentor can provide.

Castle Hill has additionally provided numerous scholarships to the children of Truro to attend the quality summer workshops they provide. Without these scholarships, our struggling families could not afford to provide this opportunity to their children, many of whom are still unable to attend simply because parents work so much that transportation becomes an issue. By providing online opportunities this may make learning accessible for these students and to the children who are to remain home, with severely decreased social interactions for an unknown duration. Scholarships and free programming are great equalizers since our community consists of many on the lower end of the economic scale, many of whom require financial, social and educational support.

Programming with Castle Hill has been varied in the past and I have had an input in the subject matter. Many years students have created clay items that hang on the walls; small gargoyle heads (from before I taught there), tiles that hang over an entryway, a cafeteria clay mural "Truro Kids Grow their Own" with examples of tile relief images of healthy foods; fruits and veggies, fish, chicken, eggs. There are also painted and multimedia images that adorn the walls and a papier mache dinosaur skeleton hanging from the lobby ceiling. On another occasion the kids created environmental art projects that faded back into nature after they finished. Printmaking activities included images students took home and even a large steamroller printed image that was created collaboratively. It's been an exciting opportunity for students and for myself to have the guest artists work with our kids. I hope programming can continue in this unprecedented time when children are looking for inspiration and are used to novelty and quality educational experiences.

Sincerely, Kimberly Possee Truro Central School Art Department TRURO CENTRAL SCHOOL 317 RTE 6, POB 2029 TRURO, MA 02666

Phone: 508-487-1558 Fax: 508-487-4289



Michael Gradone Superintendent

Robert Beaudet Principal

Dear Community Preservation Act Committee:

As the principal of the Truro Central School, I can say whole-heartedly that the Castle Hill Artist in the School Program has been an asset to the educational achievement of students in the school.

The Castle Hill Artist in the School Program was created 25 years ago to provide Truro students with the opportunity to work with a local artist in a varying array of artistic mediums. Grade 6 and grade 5 students work on programs of varying duration to create projects, many of which are on display on the walls of Truro Central School.

For example, there are clay gargoyle heads on the walls, clay tiles over the entrance to the cafeteria, a clay mural in the cafeteria that reads "Truro Kids Grow their Own" with sculpted images of healthy foods; fruits, vegetables, fish, chicken and eggs. Hanging from the ceiling of the school lobby is a papier mache dinosaur skeleton replica and in the upstairs hall is a multimedia montage piece with landmarks around Truro. One year the children created Truro on a Tabletop with sculpted landmarks, people, animals and buildings that were temporarily displayed on a large scale map of Truro. (Children later took their pieces home). Students have had numerous printmaking opportunities, experienced encaustic painting techniques and created large collaborative murals on display in a school hallway. Former students who return get to revisit their creations and appreciate the legacy they left behind.

Castle Hill summer scholarships are another wonderful gift to the children of our community. Regularly we receive 10 \$150.00 scholarships toward tuition in summer workshops, allowing children who couldn't otherwise afford the classes an opportunity to participate. A local organization also fundraises to provide 2 additional full scholarships for our students, because the Truro community so values the programming opportunities available at Castle Hill and wish to provide access to Truro children.

I recommend without reservation, that the Truro Center for the Arts at Castle Hill be considered for a grant to ensure they can continue to enrich the lives of children in Truro.

Sincerely.

Robert Beaudet

**Principal** 

**REVIEWS FROM GREAT NON PROFITS FOR 2020** 

dvwhelan01 Artist Resident 10/29/2020

RATING: \*\*\*\*

My experience at the Truro Center for the Arts was both productive and rejuvenating thanks to its brilliant staff, beautiful accommodations, and inspiring location.

The staff are very welcoming and attentive to the needs of each resident. Always respecting our space and time, they fostered a culture of support and enthusiasm without judgement or expectation.

As a plein air painter, I most appreciated being able to paint the simple beauty of the surrounding landscape without interruption. The unique history of the property was a reservoir for inspiration, and the residency's strong emphasis on environmental conservation offered countless opportunities to experience nature's therapeutic qualities. The considerate stewardship of the land set a perfect example for how each artist might care for themselves and their artwork.

This sentiment is clearly reflected in the surrounding community. The residency is a beloved local resource, evidenced by its ongoing public programming, workshops, and exhibitions. To be involved in a place so respected by the community made me feel like a part of something larger, and it helped situate my artwork in a meaningful context.

Share this review: Flagged

1

joefiorello Professional with expertise in this field 10/29/2020

Rating: \* \* \* \* \*

I have been active with Castle Hill for more than 30 years as a student, as an artist and now as an associate board member. The program and staff and leadership are wonderful individuals who contribute to the experience and the's nothing nothing like it on the Cape. The newest facility at Edgewood Farm has a significant residency program that brings artists from far away place as well as nearby offering enriching experiences to those of us who live in town as well as those on the outer cape and visitors alike. Truro Center for the Arts is an amazing cultural addition.

Oika Professional with expertise in this field 10/29/2020

Rating: ★ ★ ★ ★

The Truro Center for the Arts has provided me exceptional access to expertise, community and ecological resources. The historical and new infrastructure is excellent and far exceeded my expectations. From visual arts, printmaking, writing and ceramics, I have discovered this program draws superb talent from around the world. It is also well-organized and active in communicating with the public through local and social media.

#### Marianne A. K. Board Member 10/28/2020

Rating: \* \* \* \* \*

Castle Hill, Truro Center for the Arts has taken up the challenge this year to cater to its clients during lock-down, and provides an impressive array of interesting, entertaining and challenging classes online. During late Summer/Fall the center has tried hybrid classes with a portion of it on campus. All models have advantages and were well received by most participants.

imotzkin Professional with expertise in this field 10/28/2020

Rating: \* \* \* \* \*

Truro Center for the Arts at Castle Hill has long been a mainstay of art on the outer cape. During this challenging time the staff and board came together to continue offerings on line and with limited in person classes and residencies. I am very impressed with how well this has gone to keep the organization vital.

Amy Waltch Board Member 10/28/2020

Rating: \* \* \* \* \*

I've been taking classes at Truro Center for the Arts since the early 1980's. I have always enjoyed my classes there. The teachers are all the highest quality and the facilities are great. The staff has always been very helpful and friendly. I plan to continue taking classes there for years to come.

A couple of years ago I became a board member. I love being involved with the planning of classes and the work of improving the campus. Being part of the board is very fulfilling to me. The other board members are great people and fun to get to know and work with.

# Appendix 3: Approved Preservation Agreement

### PRESERVATION RESTRICTION AGREEMENT

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

#### WITNESSETH:

WHEREAS, Grantor and Grantee previously entered into a Preservation Restriction Agreement dated the 26<sup>th</sup> 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 26<sup>th</sup> 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 <u>Improvements</u>. 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**

- 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.
- 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.

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. <u>Secretary's Standards</u>. 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. <u>Grantor's Rights Not Requiring Further Approval by Grantee.</u> 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.

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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. <u>Taxes.</u> 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 part y given pursuant hereto.

- 12. <u>Evidence of Compliance</u>. 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. <u>Inspection.</u> 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.
- Grantee's Remedies. The rights hereby granted shall include the right to enforce this 14. 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. <u>Notice from Government Authorities.</u> 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. <u>Liens.</u> 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. <u>Assignment.</u> 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 <u>Condemnation</u>. 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. <u>Interpretation.</u> 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.

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

GRANTOR:

Truro Center for the Arts at Castle Hill, Inc.

By: Eton Tarantal Name: Elsa Tarantal

Title: Co-President

Name Pancy Rahnasto Osborne

Title: Co-President

ayne: David Grayson

COMMONWEALTH OF MASSACHUSETTS

**Barnstable County** 



Karen Tosh, Esq. Notary Public

My Commission Expires: 1/6/2023

## COMMONWEALTH OF MASSACHUSETTS

Barnstable County

On this the day of day of , 2018, before me, the undersigned Notary Public, personally appeared Nancy Rahnasto Oshorne, 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.

KAREN TOSH
Notary Public
COMMONNEAUTH OF MASSACHUSETTS
My Commission Expires
danuary 8, 2023

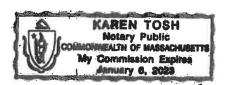
Karen Tosh

**Notary Public** 

My Commission Expires: 1/6/2023

	OF THE IDDITION OF THE
Barnstable County	
On this the 10 day of	, 2018, before me, the undersigned Notary Public,
personally appeared David Grayson, who prove	d to me through satisfactory evidence of
identification, which was her driver's license, to preceding page, and acknowledged to me that h	be the person whose name is signed on the
Treasurer of the Truro Center for the Arts at Ca	e signed it voluntarily for its stated purpose as stille Hill. Inc.
A KAREN TOSH	la Chel
Notary Public  COMMONMEALTH OF MASSICHUSETTS	Karen Tosh
My Commission Expires	Notary Public
	My Commission Expires: 1/6/2023
ACCEPTANCE OF PRES	ERVATION RESTRICTION
Acceptance of this Preservation Restricti	on 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 acknowle	dged this, 2018.
GR	ANTEE:
TO	WN OF TRURO,
	Historical Commission
N	MALL TI
Mat	thew J. Kiefer
Chu	ck Steinman
P	· D / A / / ·
Dial	nard arkin
Rich	ardarkin
/Sin	Mil May Cerry
Ljav	id Perry
1	Day W John
Fred	Toda / // /

Barnstable County.
On this
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 is the best of the preceding or attached document,
and the state of the that he signed if volumerily for its stated manage on Letter signed
of Truro.  Printed Name: Karen Tosh
Notary Public
My Commission Expires: 1/6/2023
KARRMATOSH
KAREN TOSH Notary Public Commission Expires January 6, 2023
COMMONWEALTH OF MASSACHUSETTS  Barnstable County.
On this day of
Truro.  Printed Name: Karen Tosh Notary Public
My Commission Expires: 1/6/2023



to be the person whose name is signed	, 2018, before me, the undersigned Notary Public, nember of the Truro Historical Commission, as aforesaid, evidence of identification, which was his driver's license on the preceding or attached document, and coluntarily for its stated purpose on behalf of the Town of Printed Name: WAREN TOSA
Notary Public COMMORMEALTH OF MARSACHUSETTS My Commission Expires January 8, 2023	Notary Public My Commission Expires: 1/6/1013
On this day of personally appeared David Perry, membersoved to me through satisfactory evidenthe person whose name is signed on the	, 2018, before me, the undersigned Notary Public, per of the Truro Historical Commission, as aforesaid, who note of identification, which was his driver's license, to be preceding or attached document, and acknowledged to atted purpose on behalf of the Town of Truro  Printed Name: WAREN  Notary Public  My Commission Expires:
KAREN TOSH Notery Public COMMONWEALTH OF MASSACHUSETTS My Commission Expires	

Barnstable County.	
1	
On this 18 day of 5w,	2018, before me, the undersigned Notary Public,
personally appeared Fred Todd, member of the	Truro Historical Commission, as aforesaid, who
proved to the through satisfactory evidence of	identification which was his deiver's linear to the
the person whose name is signed on the preced	ing or attached document and palmoust to 1
me that he signed it voluntarily for its stated pu	rpose on behalf of the Town of Truco.
KAREN TOSH	Laun 108h
COMMONWEALTH OF MASSACHUSETTS	Printed Name: Karen Tosh
My Commission Expires	Notary Public
	My Commission Expires: 1/6/2023
COMMONWEALTH	OF MASSACHUSETTS
Barnstable County.	
On this day of 2	010.1.0
personally appeared David Kirches mambas of	018, before me, the undersigned Notary Public,
personally appeared David Kirchner, member of who proved to me through satisfactory evidence	of identification and in the interest of identification and in the identification and identifica
to be the person whose name is signed on the property to the property of the p	or identification, which was his driver's license,
acknowledged to me that he signed it voluntarily	for its stated purpose on behalf and
Truro.	of its stated purpose on benair of the 10wn of
	1 60
	1 Culm 4086
KAREN TOSH	Printed Name: Karen Tosh
Notary Public	Notary Public
COMMONWEALTH OF MASSACHUSETTS	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 24th day of July 2018.

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

Paul Wisotsky

Mauseen Burgess

an Worthington

Robert Weinstein, Chair

Kristen Reed

## COMMONWEALTH OF MASSACHUSETTS

**Barnstable County** 

Printed Name: Nicole TUDOR

**Notary Public** 

My Commission Expires: August 22,2019

Barnstable County

On this 24th day of July 2018, before me, the undersigned notary public, personally appeared Maureen Bingess, 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: Nicola Tupon

**Notary Public** 

My Commission Expires: August 22, 2019

MICOLE TUDOR

Notiny Public

CONSCINENTS OF MESAGMISHTS

My Commission Expires

August 22, 2019

COMMONWEALTH OF MASSACHUSETTS

Barnstable County

On this 24 day of July 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.

Finted Name: Nick Tupor

**Notary Public** 

My Commission Expires: August 22,2019

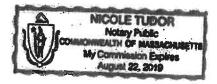
**Barnstable County** 

On this 24 day of July 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: Nice R TUDOR

Notary Public

My Commission Expires: August 22,2019



## COMMONWEALTH OF MASSACHUSETTS

Barnstable County

On this 24 tlay 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 Nicok Tuoon

Notary Public

My Commission Expires: August 22, 2019

## 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

Brona Simon

**Executive Director and Clerk** 

Massachusetts Historical Commission

COMMONWEALTH OF MASSACHUSETTS

Suffolk County.

On this day of 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.

NANCY MAIDA Notary Public OMMONWEALTH OF MASSACHUSETTS My Commission Expires January 25, 2019

Printed Name. Notary Public

My Commission Expires:

Exhibit: C- Sketch Plan Showing Protected Area OUTERMOS, ISTANGE PARE Edgewood Wey - Warible Width L.C.B. N 75 17'00' E 137.36 Protected Area Limit N 12°11'00" W 258.61' Protected Area Limit **Protected Area** Area = 51,030± Sq.Ft. 1.17± Acres SHED S 66°00'46" W 559.83 Sketch Plan showing the Protected Area #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

## 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 comer 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)

Appendix 5: List of Castle Hill's Board of Directors, Associate Board

right, a confirmation, and an arrangement

EXECUTIVE BOARD		1	Board Affiliation
Ellyn Weiss	Exec. Committee	Co-President	Artist
Robert Silverstein	Exec. Committee	Co-President	
Judith Huge	Exec. Committee	Vice President	Retired Attorney / Artist
Mary Ann O'Loughlin	Exec. Committee		Writer / Artist / Teacher
Ann McQueen	Exec. Committee	Corresp. Secretary	Consultant / Cermacist
Karen Tosh	Exec. Committee	Recording Secretary	
Tina Tarantal	Exec. Committee	Treasurer	Attorney
illa lafantai	Exec. Committee	Past President	Artist / Teacher
Board of Directors		<del> </del>	
Judy Ain	Board of Directors	1	Artist
Carmi Bee	Board of Directors	<del> </del>	Architect
Harriet Bee	Board of Directors	<del> </del>	Writer
Kathleen Collins	Board of Directors	<del> </del>	
Laura Fisher		<del> </del>	Retired Dean / Artist
Leon Friedman	Board of Directors  Board of Directors	<del> </del>	Artist
Kathy Jackson			Attorney
	Board of Directors		Writer
Ely Terry Kahn Damon Katz	Board of Directors		Writer
Marianne A. Kinzer	Board of Directors		Attorney
MAC-	Board of Directors		Artist
Nomi Vanessa McGuire	Board of Directors		City Planner
udith Motzkin	Board of Directors		Artist / Philanthropist
	Board of Directors		Artist
David Perry Anna Poor	Board of Directors		Architect
Robert Rindler	Board of Directors		Artist
tephen Tarantal	Board of Directors Board of Directors		Artist / Educator
Amy Waltch			Retired Dean / Artist
Gail Wynne	Board of Directors  Board of Directors		Artist
pan wynne	Board of Directors		Artist
Associate Board			
arbara Baker	Associate Board		Administrator
ristina Bird	Associate Board		Art Restorer
ouise	Associate Board		Artist
/like Carroll	Associate Board		Gallery Director / Artist
usan Reid	Associate Board		Gallery Director
im Dickey	Associate Board		Builder
aren Dukess	Associate Board		Writer
atalie Ferrier	Associate Board		Artist
oe Fiorello	Associate Board		Artist
avid S Grayson	Associate Board		Financial Manager
ohn Koch	Associate Board		Writer / Artist
arah Lutz	Associate Board		Artist
ettina Rosarius	Associate Board		Artist / Gallery Owner
oren	Associate Board		Artist
abel	Associate Board		Artist
eter Sullivan	Associate Board		Financial Manager
loria Vigliania	Associate Board		Artist

## Appendix 6: Press

add the col

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#### Advertise in the Indie.

Reach more readers from Eastham to Provincetown.

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# The Provincetown INDEPENDENT

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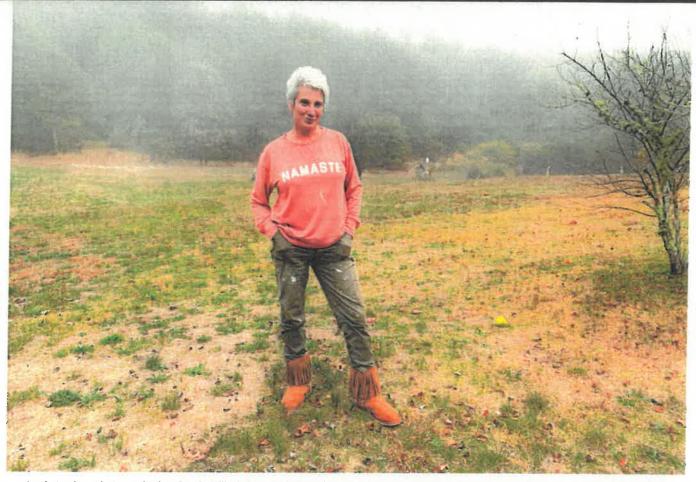
**MIXED MEDIA** 

## Eco-inspired Artist Jamie Levine Was Hit Hard by Covid

Now a resident at Castle Hill in Truro, she's reconnecting with nature

BY SUSANNAH ELISABETH FULCHER · OCT 29, 2020





Jamie Levine, photographed at Castle Hill's Edgewood Farm, found solace, community, and a new direction here as part of her artist's residency. (Photo Susannah Elisabeth Fulcher)

"I came to Truro to create cremation urns," says sculptor Jamie Lehrhoff Levine, one of five resident artists who recently arrived at Truro Center for the Arts at Castle Hill. Back home in New Jersey, Levine was immersed in a project to craft personalized urns for the living, a reaction to the pandemic. Her first urn was an eagle, adorned with feathers, beak, and eyes, which she made for her husband, Gil, and pointedly titled Just in Case.

"Thinking about death is scary," Levine says. "How do you make it digestible? I use humor as a coping mechanism. You think you're going to die? Well, now we're prepared!"

Once she got comfortable at Castle Hill, however, Levine's plans changed, and it's not the first time her residency has taken an unexpected turn.

She had originally driven to Truro on March 8, planning to spend a month creating art inspired by nature to address environmental concerns. Death and cremation urns were the farthest thing from her mind. While still on the road, she received a phone call: her residency had been canceled due to Covid-19, and the world was going into lockdown.

Turning back toward New Jersey, disappointed and frightened, Levine found a slim silver lining in having a carload of art supplies to take into isolation. At home, however, she was "I was working in black-and-white paintings, a complete departure from my usual style," she says. "They were extremely immediate, and I worked fast because I was so anxious." One of Levine's paintings from this time, *Free Fall*, shows the artist floating naked and undernourished in a fetal position. "I was starving for socialization and communication," she says, "and I felt unprotected and unable to protect those I love."

It was out of this mood and the need to find some relief in levity that Levine turned to the urn project. But when she finally arrived at Castle Hill this month to restart her postponed month-long residency, her emotions shifted yet again. "I felt immediately safe," she says. "I went to the ocean on my first day here and looked at the vastness. That's when I realized that there is a bigger picture than what is happening around me, and I found myself emerging out of my darkness. My new work is about what it means to be living."



Just in Case is a personalized cremation urn Levine created for her husband during the pandemic. The eagle shares character traits with her husband, she says. (Photo courtesy Jamie Levine)

From an early age, Levine's immediate surroundings have had a strong impact on her art, both in subject matter and choice of materials. She describes her process as "response work," adding, "I am constantly letting my environment guide me and speak to me."

The daughter of a divorced, hard-working mother, Levine spent her childhood exploring nearby conservation land with her best friend, Bonnie Blafer Schweinler, who also became an artist. "We both saw the world in a different way," Levine says, "but we were in tune with nature." Not having many toys to play with, Levine created art using whatever materials she could find — and still does. "I explore all materials, and I use them in a way that best speaks to what I'm trying to communicate," she says.

After studying industrial and textile design at Syracuse University, she ended up working in real estate, then returned to school in her early 50s to get an M.F.A. at Montclair State University in New Jersey. Inspired during her studies by the image of the Chimera from Greek myth — it has a lion's head, goat's body, and serpent's tail — Levine began to explore the idea of bio-engineered creatures composed of cells from two or more genetically different beings.

The image of a genetically mutated, featherless chicken that had been bred for fast growth and inexpensive processing incited Levine to create her installation piece *Come Play With Me*, merging raw chicken parts bought in a supermarket with a plastic baby doll. "The image of that bald chicken was horrific," she says. "I couldn't let it go, so I created a chicken baby on a swing, sitting precariously, not holding on. Is it going to fall? Is it going to fly? It's that extreme fragility and vulnerability that I was attempting to express."

committee without the interest and appropriately thanks a courte of the control o

At Castle Hill, no longer focusing on cremation urns, Levine has been working on pieces that come out of a conversation with nature — creatures of the ocean who exist and survive in community. "I am creating small worlds that engage with what it means to be alive," she says. "The corals I am studying grow in clusters and inspire themes of family, togetherness, and community." Levine's creatures of the ocean are hybridized, taking parts from different beings to meld into new forms. "My work just happens that way," she says.



Come Play With Me, a mixed-media installation by Levine from 2012, arose from her fascination with the ways people manipulate nature from a position of assumed superiority. (Photo courtesy Jamie Levine)



This untitled work in progress is the first of a series of seascapes Levine has been busy with in Truro. (Photo courtesy Jamie Levine)

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TAGGED WITH: EDGEWOOD FARM, JAMIE LEVINE, TRURO CENTER FOR THE ARTS AT CASTLE

FILED UNDER: ART, ARTS & MINDS, TOWNS, TRURO



#### About Susannah Elisabeth Fulcher

Susannah Fulcher was born in Austria to a Wellfleetian mother and an Austrian father. She now lives full-time in Wellfleet with her husband,

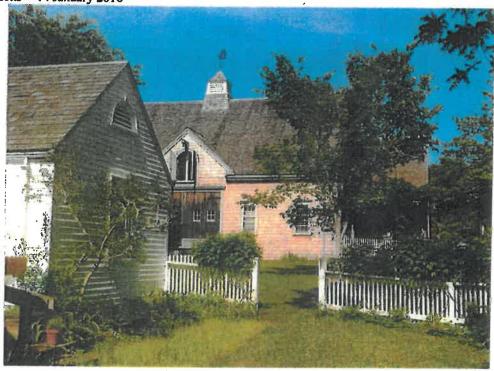
Russell, and two daughters. Her time is spent writing, surviving breast cancer, and feeding her three goats, 12 chickens, and many B&B guests.

## ArtfixDaily ArtWiretm

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## Truro Center for the Arts at Castle Hill Acquires Cape Cod's Historic Edgewood Farm for Artist Residency Program, Studio

TRURO, Massachusetts -- 14 January 2016



Edgewood Farm Compound, Truro, Mass.

(Artix Daily.com) Truro Center for the Arts at Castle Hill (Castle Hill) has announced the official purchase of 7 acres of the beautiful and historic Edgewood Farm in Truro, Mass. The remaining 5 acres of pristine woodland abutting the Cape Cod National Seashore was bought by Truro Conservation Trust to be preserved in perpetuity. The 7 acres purchased by Castle Hill include three historic buildings, a contemporary studio, a shed, and three smaller free-standing structures.

Surrounded by stunning green open-air landscapes, the site will be developed as a second campus for Castle Hill's new Artist Residency program. The new campus will also provide summer housing for students and faculty, broaden educational programming, host exhibitions and special events, and serve as an inspiration for community partnerships. The purchase of the property occurred on January 7, transferred by the family of the late Eleanor Meldahl, a cofounder of the nonprofit arts organization. Truro Conservation Trust's plan to create a public trail, connecting adjacent town owned conservation property to a hilltop overlooking a remarkable view of Ballston Beach, will enhance an overall sense of environmental and artistic connection.

"This is a very exciting moment for Castle Hill," says Executive Director Cherie Mittenthal. "We've been working diligently for two years with the support and encouragement of many people. At this time I want to particularly thank Malcolm Meldahl and his family for their enormous generosity and patience throughout the process. As many people in this community know, Eleanor was a co-founder and devoted supporter of Castle Hill for decades. The expansion to Edgewood Farm offers wonderful artistic opportunities to further serve our community and will flourish in Eleanor's spirit."

In August of 2015 Castle Hill announced the public launch of a \$2.8 million capital campaign to support the expansion. To date, Castle Hill has raised \$1.6 million through a generous \$600,000 grant from Massachusetts Cultural Council's Cultural Facilities Fund, matched



## **Castle Hill welcomes five artist residents**

Posted Oct 13, 2020 at 3:09 PM

TRURO -- Truro Center for the Arts at Castle Hill welcomed five new Artist Residents to the campus at Edgewood Farm and Castle Hill.

"It's been 7 months since our buildings were alive with creativity and focus for our Residency Program. We put together a plan where all residents have their own bedroom, bathroom and kitchens as well as own studios. We only accepted artists from the New England states that were able to enter into Massachusetts without having to quarantine as well as required artists to get tested before arriving at our campus (with a negative test)," said Cherie Mittenthal, artistic executive director.

A bit about the artists:

Ceramic/mixed media artist Rose Deler is from New York City.

Her plan is to "continue my exploration of what is possible with the medium of clay. I have been working on the development of a 'lost fabric' method of sculpting with ceramics. Like the lost wax technique used in making bronze sculptures, I use clothing as a foundation and mold. The garment is dipped in liquid clay (slip) and draped on a wire and paper form. I want to emulate the look of what historians called wet-drapery used by the Ancient Greek artist that allowed the clothing on sculptures to have a fluid and flowing look."

Rich Blundell said he will "seek to manifest the essence of place through a series of wooden surfboards."

His pieces will imbue the "natural and cultural magic of Truro, including the Herring and Pamet watersheds." Outputs will include wooden sculpture and words, both written and performed in the context of an ongoing, online course in ecological intelligence for artists. He also wants to find and collect reclaimed woods (e.g. recycled shingles, deadfall trees, rescued landscaping trees, etc.) that tell the natural and cultural history of the area.

Hailing from Brooklyn is David Whalan, who intends to make a series of plein air paintings of the farm's vernacular architecture and landscape.

"Although geometry plays a significant role in my approach to painting, I want to find more fluid ways of constructing pictorial space. By the end of the residency, I expect to have a new body of work composed of small paintings on panel and larger works on linen, punctuated by preparatory works in graphite and watercolor," he said.

June Kosloff, also from Brooklyn, said her art is informed by the forces of nature and animals in their natural environment.

"I photograph animals in my travels to seek beauty, and also to learn about our ecosystem and its workings. Currently, I am incorporating silkscreening, mono-printing, and collage into my art practice."

Jamie Levine is scheduled to be here for a month but has decided she very well might want to stay longer. She was on her way to Truro in March when the pandemic shut the entire state down and she had to turn around with her car filled with supplies for a month at Edgewood Farm.

"My core work centers around the creation of chimeras (Hybrid creatures) and is primarily sculptural—made up of a wide variety of media."

Mittenthal said an outside show for the community is planned for Thursday, Oct. 15 at 4 p.m., at Edgewood Farm. Masks and socially distancing will be required.

For more information, visit castlehill.org or call 508-349-7511.



Entertainment & Life

## With COVID precautions, Castle Hill in Truro hosts five artist residents

Posted Oct 11, 2020 at 7:22 PM Updated Oct 11, 2020 at 7:22 PM

TRURO -- Truro Center for the Arts at Castle Hill welcomes five new artist residents to Edgewood Farm, and the center.

"It's been seven months since our buildings were alive with creativity and focus for our residency program," the center announced. "We put together a plan where all residents have their own bedroom, bathroom and kitchens as well as own studios. We only accepted artists from the New England states that were able to enter into Massachusetts without having to quarantine, as well as required artists to get tested before arriving at our campus (with a negative test)."

The center will be welcome ceramic / mixed media artist Rose Deler from New York City. Rich Blundell will use his residency to examine the essence of place through a series of wooden surfboards. Also from Brooklyn is David Whalan, whose intention is to make a series of plein air paintings of the farm's vernacular architecture and landscape. The art of June Kosloff, also from Brooklyn, is a celebration of nature and human experience. Jamie Levine is excited to be here for a month but has decided she very well might want to stay longer!

"We know the coronavirus is not gone but we are making the best of what we have and personally I think the safest and best place to be in this country right now is right here at Castle Hill making art," says Cherie Mittenthal, the executive artistic director.

The center will host an outside show for the community on Thursday, Oct.15 at 4 p.m. at Edgewood Farm at 3 Edgewood Way in Truro. Masks and socially distancing will be required.

For information, visit www.castlehill.org or call 508-349-7511.



**Entertainment & Life** 

## "Push/Pull" online art show starts Sept. 24 at Castle Hill

Posted Sep 19, 2020 at 10:13 AM Updated Sep 19, 2020 at 1:45 PM

TRURO — Since March, over a dozen artists have been busy creating paintings, drawings, and collage in workshops with artists and teachers Laura Shabott and Alana Barrett. A new show, "What is Push/Pull? Artists Respond" will be online Thursday, Sept. 24 through Thursday, Oct. 8 in a Truro Center for the Arts at Castle Hill virtual exhibit. A portion of every art sale goes toward the center's expenses during this challenging time. See the work at castlehill.org/gallery-home.

Exhibiting artists are Alana Barrett, Ana Silbert, Anne Doolitte, Anne Mai, Anne Webb-Johnson, Carol Krieger, Gretchen Jacobs, Joanne Barrett, Karen Fagelman, Katalene Masella, Maeve O'Donovan, Mary Ann O'Loughlin, Laura Shabott and Roseanne Williams.

Shabott says "Push/Pull, a theory taught by the artist Hans Hofmann (1880-1966), bridges Cubism (the world as planes) to Abstract Expressionism (the world as paint). Inspired by the rhythms of nature, painted or drawn shapes, colors, and lines push and pull a two-dimensional surface to create oscillation; the place where two opposing forces meet."

Castle Hill's program manager Marisa Picariello says, "Laura Shabott and Alana Barrett have created a wonderful community of artists through the Push/Pull workshops. I have seen the ongoing support and growth among all the participants from the very beginning of the programs back in March. Castle Hill is proud to present this virtual exhibit, and to give everyone an opportunity to show what they have accomplished."

This story was edited on Sept. 19, 2020 to correct the spelling of an artist's name.



## Truro Center for the Arts at Castle Hill opens new Edgewood Farm facilities

By Ian Edwards / Banner Correspondent

Posted Jun 12, 2017 at 7:00 AM

TRURO — Contractors were scrambling to complete renovations of Edgewood Farm at the end of May so Truro Center for the Arts at Castle Hill could welcome its first guests and begin classes at its secondary campus last week.

The ambitious refurbishing of the farm's historic buildings began in December 2016 after the property was secured through a \$1.264 million purchase the previous January.

Phase two of the Edgewood Farm project, which includes all the work done since the purchase, has cost about \$700,000, said Executive Director Cherie Mittenthal.

The seven-acre property, which was owned by Castle Hill co-founder Eleanor Meldahl, has three 1800s-era buildings, including a barn, a cottage and the main farmhouse. Along with renovations to kitchens and bathrooms, the older Edgewood Farm structures were repaired with new cedar shingle roofs and electrical upgrades, among other improvements.

Other buildings on the property include a 1,000-square-foot contemporary studio that will temporarily house the printmaking facility until a dedicated print studio can be built. In addition, there is a shed, three smaller freestanding structures (that could be writers' studios) and a seasonal yurt for a groundskeeper.

The property has large open meadows, the last tree of an ancient apple orchard and a new community garden. The Truro Conservation Trust bought four acres of the original 11-acre Meldahl property in December 2015 for \$536,000.

Kicking off the launch of the Truro Center for the Arts at Edgewood Farm was last weekend's International Encaustic Conference, which has an expansive program of pre- and post-conference workshops that spans almost two weeks. It was the first time Castle Hill produced and directed the event on its own, after purchasing the conference rights from founder Joanne Mattera last year for an undisclosed sum. The interdisciplinary conference, focused on using hot wax as a painting medium, attracted 175 people from eight countries.

Along with special events and conferences, Edgewood Farm also makes possible a new artist-in-residence program. The renovated barn, cottage and farmhouse have 10 bedrooms with a capacity of 20 people. Summer students will move in beginning June 18.

According to Castle Hill, the residency program will "encourage the development of creative, intellectual and personal growth of emerging and established artists." It also works in collaboration with the main Castle Hill campus, where the mission is to foster the arts for the local and regional community.

"The residency program at Edgewood Farm will strive to bring a broader artistic cultural conversation to the local community and economy of the Outer Cape, with artists from around the country and the world creating unique contemporary works of art," said Mittenthal.

Visiting artists — six to eight at a time, depending on facility — will stay one to three months. Residents will pay \$1,500 per month for accommodations, with some scholarship aid available.

Residencies are open to writers, painters, printmakers, sculptors, musicians, ceramicists and farmers. Applications from eligible artists will involve a portfolio review and will be adjudicated twice a year, in February and June. Apply six months ahead of your preferred start date, advises Castle Hill.

"Truro Center for the Arts at Edgewood Farm provides an open-studio residency that fosters a dynamic exchange of ideas among peers," Mittenthal said, "It gives artists time to share work and discuss ideas across disciplines. Each participating artist will be required to give a lecture or a reading, and a gallery exhibition or performance to the Castle Hill community and the general public."

The Castle Hill website is advertising housing for students taking workshops. Most of the rooms have private bathrooms, and cost \$650 for the week. Two rooms share a bathroom and are \$600 per week. There is a \$100 per week upcharge for additional guests, such as spouses or significant others who come with the students.

So far the offer is open only to students and partners of students.

"Each has a full or queen sized bed, kitchen facilities and wireless internet," states the website. "Rooms do not have telephones or air-conditioners (though fans will be made available). Students must bring their own sheets, towels and toiletries. Laundry facilities are available on site at no extra cost." No meals are provided.

The new community garden near the old cottage had, at press time, one remaining 5-by-10-foot raised bed available out of nine installed this year. The seasonal rental is \$55 and Castle Hill expects to double the size of the garden in 2018.

Phases one and two, the acquisition and first round of renovations, were done through a \$2.8 million capital campaign, for which Castle Hill is still raising the final \$400,000. More than half of the remaining money will come from Truro Community Preservation funds, which Mittenthal said was delayed by historical deed restrictions that are being worked out by lawyers.

Phase three, an estimated \$800,000 project that won't happen until 2018, will include new studios for artist residencies, an environmentally conscious printmaking studio and renovations that include an elevator in the existing barn to improve accessibility to the second-floor studio.

Castle Hill closed on a deal to sell its Depot Road property to Joe Fiorello at the end of May for \$495,000.

"The proceeds will go to many Castle Hill needs," Mittenthal said. "Some will go towards renovations on both campuses."

Agenda Item: 6B7

## **EXHIBIT A**

## Truro Center for the Arts at Castle Hill - Edgewood Farm Renovation & Rehabilitation

Continue Renovation and Restoration work on the three historic structures (Manuel Corey House, Cottage and Barn) as outlined below:

	FY2020 CPC Request
Exterior - 3 structures:	
Linseed oil, repair, patch existing gutters and downspouts	\$8,000
Replace missing gutters and downspouts	
Rout and widen downspouts	
Repair rot along gutter line	
Exterior street:	
Bring historic lighting along main street to three buildings for safety	\$13,000
Trench and post hole dig	
Cedar lamp posts	
Historic post lamps	
Electric - 3 structures:	
Continue to upgrade original wiring to code	\$18,000
Updating original wiring	
Replace old panel boxes to code	
Plumbing:	
Repair/upgrade existing plumbing/fixtures for bath in ground floor barn studio	\$18,000
Repair/replace barn heat inverter	
Replace cottage hot water heater	
Repair existing plumbing for proper septic usage	\$3,000
Barn Bath Finishing:	
Wall, door, tile, finishes	\$7,500
Contingencies:	\$5,000
TOTAL:	\$72,500

GUTTER



Proposal
Bill Rene,
Truro Center for the Arts
3 Edgewood Way, Truro, MA
kathy@castlehill.org
Bill - 917-945-0122
11/18/2020

This proposal is for the cleaning and oiling of the gutters on the three buildings at 3 Edgewood Way, Truro, MA 1. Cleaning- We will remove the debris (leaves, pine needles, dirt, etc.) from the inside of the gutters and downspouts on the building, and properly dispose of all debris.

- 2. Repair- We will check all gutter hangers and tighten/replace as needed. We will also re-attach downspouts that may have fallen or become loose. We will check seams, corners, and end caps for leaks and seal as needed.
- 3. Upgrading- We will address any downspouts that are improperly installed. All elbows and hardware will be white.
- 4. This proposal does not include the installation of new gutters. This proposal does not include work on underground drainage systems.
- 5. Upon completion of the job, we will provide a full work list of all cleaning, repairs, and upgrades that were done. We will also provide a list of additional recommendations for future improvements and maintenance.

The Cape Cod Gutter Monkeys will complete the cleaning for a contract price of \$1,320.

The Cape Cod Gutter Monkeys will complete the oiling of the inside of the gutters for a contract price of \$1,584.

The Cape Cod Gutter Monkeys will replace up to 20' of rotted gutters for a contract price of \$5,000.

The Cape Cod Gutter Monkeys will replace up to 2 cedar downspouts for a contract price of \$4,500.

The Cape Cod Gutter Monkeys will rout out clogged downspouts on a per piece basis.

Dennis Siggins Cape Cod Gutter Monkeys 68F Nicolettas Way Mashpee, MA 02649 (508) 477-9100

www.capecodguttermonkeys.com
Payments made after 30 days may be subject to a 5% late fee.



Quote

DATE: 11-25-20

## **BUILDING PERFORMACE / NAUSET INSULATION**

P.O. Box 1044, N. Eastham, MA 02651 Phone (774)-316-4464 Fax 774.316.4462 Josh Cell 978-998-5061

**BILL TO: Castle Hill** 

Billyrene7@gmail.com

**Project:** 

3 Edgewood Way Truro, MA

917-945-0122
Billy@castlehill.org

**Billy Rene** 

Quantity	Description	Rate	Amount
	<u>Gutters</u>		
All	Clean out all debris from gutters and downspouts. Hose Clean.		
All	Wire Brush bare wood all Gutter Runs. Hose Clean. Air Dry		
All	Apply Two Coats Linseed Oil to all Gutter Runs.		
20'	Replace up to 20' of Rotted Gutter Run as needed		
2 ea.	Replace up to two Cedar Downspouts as needed		
		Total:	\$ 11,660.

## Carlos Silva Electrician

7 Tiny's Way Provincetown, MA 02657 (508) 487-6218

## **Estimate**

Date	Estimate #
11/17/2020	495

## NAME / ADDRESS

TRURO CENTER FOR THE ARTS
AT CASTLE HILL
ATTN: KATHY FAHLE
P.O. BOX 756
TRURO MA 02666

JOB 1	LOC	ATION	
FRONT	OF	OFFICE	

***************************************			
Qty	Description	Rate	Total
1	PARTS	2,903.41	2,903.41
10	ELECTRICIAN CLASS 1	90.00	900.00
10	ELECTRICIAN	65.00	650.00
-			
*			
POST HOLE DIG	GING AND TRENCHING FOR ENTIRE RUN - \$2,	250	
***************************************		Subtotal	\$4,453.4
INSTALL 10 POST LIGHTS IN FRONT OFF OFFICE		Sales Tax (6.25%)	\$0.0
		Total	\$4,453.4

Signature			



## **Good Directions Plymouth Lantern**

Item #: WGB1833680

#### \$129.99 up to 10% OFF

Price: \$116.95



Save \$5.85 with 5% off<sup>†</sup> when you use your Global Industrial Credit Card.

Save 5%<sup>†</sup> Apply Now

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Lithonia TWS **LED P1 50K** 

#### **Good Directions Plymouth Lantern Post**

Lazy Hill lanterns posts have dignity and charm and are as welcoming in the daylight as they are when illuminated at dusk. These handcrafted cedar posts will endure the elements year after year. All posts are stained white, except for the Plymouth which is natural. All lantern posts are of sufficient length to allow for up to a 30" burial and made to accept a standard 3" collar lantern.

#### Features:

- · A round cedar post with a natural look.
- · Natural Northern White Cedar
- All lantern posts are of sufficient length to allow for up to a 30" burial
- · Made in the USA

#### **Customer Review**



Good Directions Plymouth Lantern Post \$116.95

Add to cart **Product Information** Photo/Video Gallery **Customer Review** Product Q&A













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Home (/) / Lamp Posts (/lamp-posts.html) / Plymouth Lantern Post by Lazy Hill Farm Designs







datappilinages dd/zeom@tdfal-8.jpg)

## PLYMOUTH LANTERN POST BY LAZY HILL FARM DESIGNS

by Good Directions (/mm5/merchant.mvc?Screen=s&q=\*&prepend=filter.manufacturer=Good Directions)
Not yet Rated | Questions & Answers (4)

Item No.: GD999003

WIDTH

**HEIGHT** 104"

LENGTH

5"

5"

#### QUICK OVERVIEW

Plymouth Lantern Post by Lazy Hill Farm Designs \$\frac{7}{165.50} \times 1000 1 \\
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**Live Chat** 

CEDAR LAMP POST ARCH, DEPOT





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Home / Plymouth Lantern Post







**Plymouth Lantern Post** 

999003

\$156.00 x 16= 1,560 5/H







# Sea Gull Lighting Chatham Two Light Outdoor Post Lantern Oxidized Bronze 8262-46 (24)

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Build.com Google Guarantee 93% positive feedback	Free delivery by Fri, Nov 27 30-day returns	\$386.96	\$411.15 \$40 = 41	Add to cart
1STOPlighting Google Guarantee 93% positive feedback	Free delivery by Fri, Nov 20 Free 30-day returns	\$386.96	\$411.15	Add to cart
Lowe's 92% positive feedback	Free delivery by Mon, Nov 23	\$386.96	\$411.15	Visit site
Louie Lighting Google Guarantee 98% positive feedback	Free delivery by Mon, Nov 23 Spend \$75 for free delivery 30-day returns	\$386.96	\$411.15	Add to cart
HD Supply Facilities Maintenance	Free delivery	\$386.96	\$411.15	Visit site
1-800lighting.com 93% positive feedback (2,706)	Free delivery	\$386.96	\$386.96 × 10 = 3	Visit site 869. 60
Designer Lighting and Fan Google Guarantee 98% positive feedback	Free delivery by Tue, Nov 24 Spend \$100 for free delivery 30-day returns	\$386.96	\$411.15	Add to cart
Lighting New York 94% positive feedback (4,126)	Free delivery by Mon, Dec 14	\$386.96	\$411.15	Visit site
Southfork Lighting Google Guarantee 90% positive feedback	Free delivery by Fri, Nov 27 Spend \$49 for free delivery 30-day returns	\$386.96	\$411.15	Add to cart
Zoro 95% positive feedback (162,861)	Free delivery by Tue, Nov 24	\$386.96	\$411.15	Visit site
Lightingtheweb.com Google Guarantee 93% positive feedback	Free delivery by Mon, Nov 30 Spend \$99 for free delivery 30-day returns	\$386.96	\$411.15	Add to cart
Light 'N Leisure	Free delivery by Thu, Dec 3	\$386.96	\$411.15	Visit site

#### Carlos Silva Electrician

7 Tiny's Way Provincetown, MA 02657 (508) 487-6218

## **Estimate**

Date	Estimate #
11/17/2020	496

#### NAME / ADDRESS

TRURO CENTER FOR THE ARTS
AT CASTLE HILL
ATTN: KATHY FAHLE
P.O. BOX 756
TRURO MA 02666

Job	LOCATION	
CAS	STLE HILL	

Qty	Description	Rate	Total
1	PARTS	7,290.00	7,290.00
72	ELECTRICIAN CLASS 1	90.00	6,480.00
72	ELECTRICIAN	65.00	4,680.00
	DESCRIPTION: CONTINUE UPDATING ORIGINAL WIRES TO BRING UP TO CODE. REMOVE AND REPLACE OLD WIRES IN FARM HOUSE AND COTTAGE. REPLACE PANEL BOX IN BASEMENT. REATTACH ANY LOOSE WIRES. REPLACE OUTLETS THAT DO NOT HAVE GROUND WITH GROUND OUTLETS.		
		Subtotal	\$18,450.00
		Sales Tax (6.25%)	\$0.00
		Total	\$18,450.00

Signature	

### Plumping

#### **BAYSIDE PLUMBING & HEATING, LLC.**

P.O. BOX 2585
ORLEANS, MA 02653
508-255-4555
bayside@thecapecodplumbers.com
thecapecodplumbers.com



#### **Estimate**

#### **ADDRESS**

Truro Center for the Arts Truro Center for the Arts P.O. box 756 Truro, MA 02666

#### SHIP TO

Truro Center for the Arts Truro Center for the Arts 147 Route 6 or 3 Edgewood Way depending onGPS Truro, MA 02666 **ESTIMATE #** 2381 **DATE** 12/03/2020

ACTIVITY	QTY	RATE	AMOUNT
Service -STUDIO B BARN BUILDING PLUMBING-	1	10,500.00	10,500.00
PROPOSAL FOR THE IMPROVEMENTS TO THE PLUMBING.			
IMPROVE THE PLUMBING TO MEET CODE FOR A TOILET, SINK AND SHOWER AND SHOWER VALVE.			

1

NEW KITCHEN SINK AND FAUCET.

INSTALL A SEWAGE EJECTOR TO MEET CODE. SEWAGE EJECTOR SYSTEM INCLUDED.

CUTTING THE FLOOR OPEN TO INSTALL PIPES IS INCLUDED.

\*\*\*THIS QUOTE INCLUDES A \$2,000.00
ALLOWANCE FOR A TOILET, TOILET SEAT,
SINK, SINK FAUCET, SHOWER VALVE AND
FOUR PIECE SHOWER UNIT+++

\*\*\*\*\*REFILLING THE FLOOR SLAB WITH CEMENT IS NOT INCLUDED\*\*\*\*\*

Service -STUDIO B BARN BUILDING HVAC-

IMPROVE THE HVAC SYSTEM WITH A MITSUBISHI H2I HYPER HEAT INVERTER SYSTEM. HIGH EFFICIENCY SYSTEM

4,500.00

4,500.00

ACTIVITY	QTY	RATE	AMOUNT
CAPABLE OF HEATING DOWN TO -13 DEGREES OUTDOOR TEMPERATURE.			
MITSUBISHI F SERIES WALL HUNG INDOOR UNIT WITH REMOTE CONTROLLER.  Service -STUDIO C COTTAGE-	1	3,250.00	3,250.00
REPLACE THE TANKLESS HOT WATER HEATER IN THE COTTAGE.			
INSTALL A A NEW RINNAI RL75IP HIGH EFFICIENCY TANKLESS HOT WATER HEATER.			
INSTALL THE NEW SIDE WALL VENTING IN THE BACK OF THE COTTAGE.			
All Permits and inspections included. Electrical not included. No fixture allowance included.	TOTAL		\$18,250.00
Accepted By	Accepted Date		

Jason Neal License # 30306 25 Jasper Moore Trail East Harwich, MA 02645 508-558-1288

December 10, 2020

Job estimate for Edgewood Farm, CastleHill.org

Goal: To repair, replace, and meet Massachusetts Code the plumbing for three buildings on the same property.

Studio A Rinnai/ Navien wall-mounted H2O h Extra outside vent kit	eater/condenser	1,800.00 180.00
Labor-5 hours	SUBTOTAL Tax (.0625)	1,980.00 123.75 675.00
	TOTAL	\$2,778.75
Studio B Service/slop sink with fixtures Venting	SUBTOTAL	480.00 360.00
Labor-5 hours	Tax (.0625)	840.00 52.50 675.00
	TOTAL	\$1,567.50
Studio C Kohler Sterling 4-piece shower set Valve Drain		1,440.00 360.00 60.00
Lav and faucet Toilet and pipes		1,800.00 1,800.00
Sewage ejector	SUBTOTAL	720.00 6,180.00
Labor-32 hours	Tax (.0625)	386.25 4,320.00 \$10,886.25
All permits	JOB TOTAL	450.00 <b>\$15,682.50</b>

Estimate good for 60 days. All checks to be made payable to Jason Neal. Thank you!

# Puma Park Enhancement Project Community Preservation Committee Proposal Truro Commission on Disabilities November 2, 2020



#### **Puma Park Enhancement Project**

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- 8. Images of Adult Exercise Equipment with Shade Structure -- Pg. 9
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- 10. Quote for Sail Shade structure over "Tot Lot" -- Pg. 11
- 11. Images of Puma Park Project in Progress -- Pg. 12

#### **PROJECT APPLICATION FORM**

Applicant: Susan Howe	Submission Date:
Address 12 Houser Way, PO Box 973	Purpose:
PO Box 973	Open Space
Truro, MA 02666	Affordable Housing
Telephone: (617) 458-9035	Historic Preservation
E-Mail: truromom@aol.com	X_ Recreation
Town Committee: Truro Commission on Disabilit	ties
Project Name: Puma Park Enhancement Project	
Project Location/Address: Behind the Truro COA	at 7 Standish Way
Amount Requested: \$ 45 605 00	

**Project Summary:** 

This ongoing project seeks to make the Puma Park playground multigenerational and accessible to all. Previous phases have included repairing and refreshing existing playground structures, modifying some of the existing structures to make them ADA compliant, adding ADA compliant equipment for children, and adding an ADA compliant surface around the existing equipment as well as a walking/wheeling track around the perimeter of the playground.

This phase of the project will include the installation of the adult exercise equipment funded through the 2020 CPC application (\$26,500) on a safe and accessible surface and the purchase and installation of shade structures to provide respite from the sun since there is no available shade at Puma Park at the present time.

Estimated Date for Commencement of Project: Fall 2021

**Estimated Date for Completion of Project:** Fall 2021

#### **Puma Park Enhancement Project**

#### Narrative:

Puma Park is the community playground located behind the Truro Council on Aging/Truro Community Center at 7 Standish Way in North Truro. The library, located next door, also has easy access to the park. Puma Park was built in 2008 by a dedicated group of local residents. The park was designed with a nautical theme, based upon input from Truro children and adults. Funding was provided with \$60,000 in Community Preservation Act funds and \$70,000 in donations.

The Commission on Disabilities recognized that Puma Park is a town wide asset and should be multi-generational and all-inclusive. This means that people of all ages and levels of ability should be able to enjoy the playground. We set out to raise the funds to add an accessible surface and playground equipment that could be used by adults as well as children.

In 2017, the Truro Commission on Disabilities applied for and received \$153,000 of CPC funds to provide an accessible surface for the playground, \$104,000 of which was repurposed from a Recreation Commission project that was never carried out. In 2018, we received a \$2,000 grant from Truro Treasures and in 2019, we received a \$57,000 grant from the Massachusetts Office on Disabilities.

In September of 2019, we held our "Puma Park Community Refresh Weekend". This event brought town staff (DPW, Recreation, Administration) and local citizens together to carry out minor repairs and paint the existing equipment. New equipment was added to provide sensory stimulation activities, and some of the structures were modified to accommodate visitors with mobility impairments. Local businesses also participated including Seamen's Bank, Ace Hardware in Eastham, Savory and Sweet Escapes, the Lobster Pot Restaurant, the Box Lunch, and Cape Tip Seafoods.

Once the Puma Park Refresh was complete, the accessible surface was poured into place around all the structures and a walking/wheeling track was added around the circumference of the playground. This surface provides for safety from falls as well as a smooth surface to navigate the playground equipment and track.

In September 2020, voters at the All Town Meeting approved the use of \$26,500 in CPC funds to purchase adult exercise equipment for the park. This funding was originally approved for use to make Snow's Park (aka the Town Green) accessible, but the project was not carried out due to flooding of the park.

We are now seeking funds to pay for the necessary accessible/safety surfacing under the adult equipment and sail shades to provide respite from the sun since Puma Park has no existing shade. Shade structures on playgrounds protect children and adults from the sun's harmful UV

rays and also prolongs the life of the playground equipment and surfacing from premature wear and deterioration. \*

An article published in the **American Journal of Public Health**, December 2018, entitled **Shade** as an **Environmental Design Tool for Skin Cancer Prevention**, by Holman, Kapelos, Shoemaker and Watson, reported that "Shade is well recognized as a key component of population sun safety and skin cancer prevention efforts and is also relevant to countering heat island and other heat-related bodily challenges. Integrating shade planning into community design, planning, and architecture can maximize the benefits provided by shade. "

#### **Scope of Work:**

Specific areas to be addressed with this grant:

- 1. Installation of adult exercise equipment, including a safe and accessible surface
- 2. Installation of shade structures to provide sun protection

Along with the adult exercise equipment, our proposal includes the addition of three shade structures. One will be installed over the adult exercise equipment, the second will provide shade on the far side of the current playground equipment, and the third will cover some of the playground equipment in the "tot lot" portion of the playground. See map.

#### **Budget:**

\$ 21,633.00	Adult exercise equipment
\$ 14,400.00	Surfacing under adult equipment
\$ 5,920.00	Installation of equipment
\$ 4,000.00.	Preparation for surfacing (to be done by Truro DPW)
\$ 13,242.00	2 rectangular shade structures @ \$6621.00 each
\$ 12,910.00	30' x 30' sail shade structure over "Tot Lot"

<sup>\$ 72,105.00</sup> TOTAL for project

#### \$ 45,605.00 2021 CPC Grant Request

<sup>\$ 26,500.00 2020</sup> CPC funding already received

#### Benefits to Truro and adherence to CPC Guidelines:

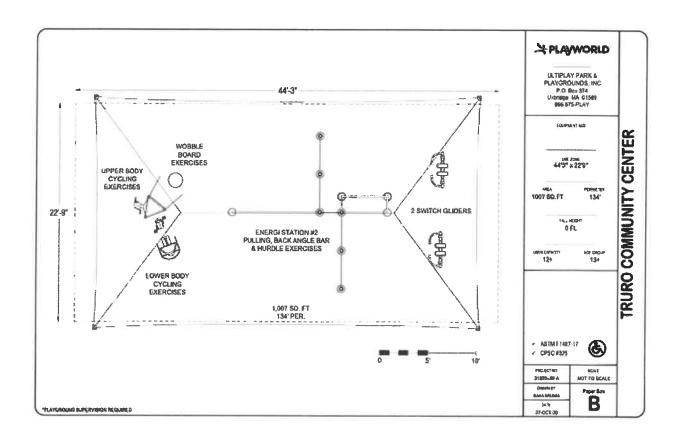
This proposal meets the Community Preservation Act's guidelines in several ways:

- Puma Park is the only public playground in Truro, and it is located at Truro's
  recreational, social and educational center. The addition of adult exercise equipment
  with appropriate shade protection increases and expands the recreational opportunities
  open to Truro residents and visitors.
- The ability for adults to use exercise equipment all year round, free of cost and protected from the sun's UV rays, meets an important need for our citizens to congregate, recreate and exercise.
- This project meets the needs of multiple populations (able-bodied and disabled, young and old, residents and visitors).
- This project meets the needs of under-served populations by allowing people with disabilities to enjoy the same access as able-bodied people.

# Google Earth Image of Puma Park Shade Structures Indicated



# **Diagram of Positioning of Adult Exercise Equipment**



# **Images of Adult Exercise Equipment**



Truro Community
Center



Truro Community
Sales Representative Utiliples Laurered Mandacture A PLANWORD
Center

#### UltiPlay Parks & Playgrounds, Inc.

43 Main Street Blackstone, MA 01504

Quote #: 102820B Puma Park

Phone: (508) 634-1497 Fax: (508) 634-6949

Email: Jmcmahon@ultiplayus.com

Ms. Kelly Clark Town of Truro P.O. Box 2030 Truro, MA 02666

Phone: Fax:

(508) 214-0929

Date: 10/28/2020

Email:

ksclark@truro-ma.gov

Rep.: Joe McMahon

Mobile:

Qty Item #	Name	Price	Total
2 ZZXX0499	a. Switch glider	\$2,835.00	\$5,670.00
1 ZZXX0090	b. Energi Station #2	\$4,035.00	\$4,035.00
1 ZZLT0040	c. Life Trail	\$993.00	\$993.00
1 ZZLT0046	d. Life Trail upper body cycling	\$3,449.00	\$3,449.00
1 ZZLT0047	e. Life Trail Lower body cycling	\$4,686.00	\$4,686.00
1 ZZLT0051	f. Life Trail wobble board	\$1,518.00	\$1,518.00
1 Freight	g. Shipping of play fitness equipment	\$2,800.00	\$2,800.00
2 ZZPSH095	h. 40 x 24 hip shade units 8 foot entry with quick release	\$6,621.00	\$13,242.00
1 labor	i. Installation of fitness equipment and shade	\$5,920.00	\$5,920.00
1 Safety surfacing	j. 1200 s.f poured in place rubber	\$14,400.00	\$14,400.00
	2" system 50/50 blend color to black with	, ,	1 = 1, 100100
	standard binder .		
	Price does not include site prep for rubber .		
	There will be an up-upcharge on the shade		
	units if a custom size unit is needed. There		
	will also be an increase in the shipping cost		
	Sub Total		\$56,713.00

TOTAL

\$56,713.00

**Comments:** This quote is valid for thirty (30) days and requires our confirmation thereafter. State taxes will be collected unless a **tax-exempt certificate** is submitted with order. Delivery can occur within approximately 3 to 5 weeks after our receipt of an acceptable order.

Office Use Only:

Thank you for your business.

# UltiPlay Parks & Playgrounds, Inc. 43 Main Street Blackstone, MA 01504

Phone: (508) 634-1497 Fax: (508) 634-6949

Email: Jmcmahon@ultiplayus.com Quote #: 103020B **Puma Park** 

Ms. Kelly Sullivan Truro Parks & Recreation

Department PO Box 2030 Truro, MA 02666

Phone: (508) 487-1632 Fax:

Email: recdirector@truro-ma.gov Mobile:

Date: 10/30/2020 Rep.: Joe McMahon

Item # Name		Price	Tota
Shade sail	a 30 x 30 shade sail	\$7,430.00	\$7,430.00
Freight	b. Shipping of shade sail	\$2,980.00	\$2,980.00
Labor	c. installation	\$2,500.00	\$2,500.00

			TOTAL	\$12,910.00
		Sub Total		\$12,910.00
Freight Labor	b. Shipping of shade sail c. installation		\$2,980.00 \$2,500.00	\$2,980.00 \$2,500.00
Shade sail	a 30 x 30 shade sail		\$7,430.00	\$7,430.00

**Comments:** This quote is valid for thirty (30) days and requires our confirmation thereafter. State taxes will be collected unless a tax-exempt certificate is submitted with order. Delivery can occur within approximately 3 to 5 weeks after our receipt of an acceptable order.

Office Use Only:

Thank you for your business.

# Images of Puma Park Before and After Refresh and Addition of Accessible Surface and Walking/Wheeling Path



Agenda Item: 6B9

# Puma Park Enhancement Project CPC Proposal 2021

#### **Amended Budget:**

•	21,633.00 14,400.00	Adult exercise equipment Surfacing under adult equipment
\$	5,920.00	Installation of equipment
\$	4,000.00.	Preparation for surfacing (to be done by Truro DPW)
\$	13,242.00	2 rectangular shade structures @ \$6621.00 each
\$	12,910.00	30' x 30' sail shade structure over "Tot Lot"
\$	2,800.00	Shipping of equipment

<sup>\$ 48,405.00 2021</sup> CPC Grant Request

Agenda Item: 6B10

#### PROJECT APPLICATION FORM

Applicant: Payomet Performing Arts Center	Submission Date :
Address: 29 Old Dewline Road	Purpose: (Select all that apply)
Truro, MA 02666	<b>№ Open Space</b>
	☐Affordable Housing
<b>Telephone</b> : 508-487-5400	☐ Historic Preservation
E-mail: kevin@payomet.org	<b>№</b> Recreation
Town Committee (if applicable):	
Project Name: Phase II, Highlands Center Ba	allfield Drive-In
Project Location/Address: 29 Old Dewline	e Road, Truro MA 02666
Amount Requested: \$20,000	
Project Summary: In the space below, provid	e a brief summary of the project.

Payomet is requesting \$20,000 towards the full cost of \$45,300 for Phase II of construction and implementation at the Highlands Center Ballfield Drive-In. This summer, Payomet has pivoted to a Drive-In format and constructed a stage and drive-in theater at the former Ballfield at the Truro Air Force Base. As the pandemic continues to impact the format and possibility of live events, it is clear that a Drive-In event space will be an asset to the community for the foreseeable future. In Phase II, we plan to construct a bandshell covering for the Drive-In stage, which would protect performers and anyone using the stage from the elements. This would allow programming (both by Payomet and by other community groups) to take place both in the rain and further into the spring and fall.

Estimated Date for Commencement of Project:  $\frac{6/15/2021}{7/31/2021}$ Estimated Date for Completion of Project:  $\frac{7/31/2021}{2021}$ 

#### Narrative:

This application is for a project at Payomet Performing Arts Center, located within the Highlands Center at Cape Cod National Seashore. The project is for Phase II of construction at the Ballfield Drive-In Stage, which will create a bandshell/canopy covering the stage. This will allow Payomet and other community groups to use the stage and space during inclement weather and will allow the Drive-In season to be extended into the spring and fall. We are applying for \$20,000 in CPC funding, and plan to furnish the additional estimated \$30,300 in costs for Phase II from Payomet fundraising and cash reserves.

As the Coronavirus pandemic has forced the closure of many community gathering places for an indefinite period of time, the Ballfield Drive-In has become one of the only spaces for Truro's residents and visitors to come together safely and socially distanced in person to enjoy live music, circus, humanities, and exercise classes. Already in the first summer, the space has hosted not only Payomet's free and pay-what-you-can events but has also been a space for many other community functions, like a weekly Zumba class hosted by a local teacher, Erin Sullivan-Silva. We anticipate that with the addition of a bandshell/canopy, many more community events will take place at the Drive-In, particularly as the effects of the pandemic on group gatherings indoors are likely to continue for a long time.

The site is located at the entrance to the Highlands Center Woods Walk, a popular hiking spot for locals, as well as visitors, and the Highlands Center as a whole is conveniently located close to many of Truro's commercial businesses, especially restaurants and hospitality businesses like Blackfish, Savory Grill, Montano's, and Truro Vineyards of Cape Cod, as well as Truro's town- and National Seashore-owned beaches. As Truro does not have a downtown main street, this location will provide a central gathering place for the community, as well as more than adequate space for appropriate distancing. We anticipate that, drawn by these events, many attendees will spend the day in Truro visiting local shops, restaurants, and other public spaces, before picking up a to go dinner from a local restaurant and bringing it to the Ballfield to enjoy live programming.

The project goals are to create a welcoming and safe space the public to enjoy the arts and humanities. Intended social impacts are a gathering place for the community, educational and fun programming for families, and the creation of a vibrant community space anchored by music concerts, benefiting the community as a whole by increasing access to excellence in the performing arts. We anticipate that local community groups and institutions like Truro Public Library and Truro Historical Society may be interested in using the space for community programming, adding to the cultural vibrancy of Truro. In addition, we have also had significant interest in exercise classes, and expect that this will continue, creating a valuable space for inperson recreation at a safe social distance.

The artistic and arts appreciating community of the Outer Cape, including year-round and seasonal residents as well as visitors, will all benefit from cultural programming in Truro. Music lovers will be thrilled to once again return to a live concert and will be supporting local musicians with their ticket purchases. Artists who have been impacted by the cancellation of live events will return to work on the Payomet stage. Children and families will benefit from fun,

outdoor, inspiring and educational circus arts programming, and all members of the community will benefit from the availability of a place to gather for fun, safe, and joyful events.

This project was heavily informed by a three-pronged community engagement approach: first, Payomet sent out a survey to our community, which was publicized by local newspapers, resulting in over 700 responses. From this survey, we determined that 88% of respondents wanted to see Drive-In events this summer, including music concerts (78%), theater (32%) and humanities programming (9%). Second, we have worked closely with both the Cape Cod National Seashore and with the Truro Select Board to ensure that our plans for the Drive-In were as safe as possible and adhere to the most up-to-date guidance at the local, state, and national levels. And lastly, we have consulted with the Truro Chamber of Commerce, who have been incredibly supportive of and enthusiastic about the creation of a Drive-In event space at the Highlands Center.

#### **Site Control:**

Site Control at the Highlands Center is currently being formalized. Payomet has operated as a nonprofit program partner at the Highlands Center since 2012 and holds a Special Use Permit from the Cape Cod National Seashore that enables it to use the site of the Payomet tent, circus tent, Ballfield, and surrounding areas. The Special Use Permit is renewed on a five-year term and has never been denied to Payomet. Payomet is moving forward with this plan with the full support of the Cape Cod National Seashore management team. The Superintendent of the Cape Cod National Seashore should be able to provide a letter of support if necessary, although time did not allow for the letter to be prepared in advance of this application being submitted. A copy of the General Agreement between Payomet and the NPS is attached to this application. (Attachment A)

#### **Project Scope:**

The construction for this project is in two phases. Phase One was the clearing of the field, marking of spaces, rental of hygiene facilities and construction of a stage, which has been funded and completed.

We are requesting this grant to support Phase Two of construction and implementation. The funds will go towards creating a bandshell/canopy structure to improve audience experience and protect performers from the elements and creating structures to support sound equipment.

We anticipate that the full cost of Phase Two will be \$50,300. We anticipate the bandshell/canopy will cost approximately \$37,000, inclusive of labor, of which we are requesting \$20,000 from the CPC.

#### **Cost Estimate:**

Item	Description	Total Cost	NOTES
Materials	Bandshell/Canop	25,000	Bandshell/Canopy
	у		components (CPC
			Funding)
Labor - Construction	Bandshell/Canop	12,000	3 people at \$40/hour, 100
	у		hours each (300 total
			hours)
			(Payomet to fund)
Entertainment Licenses	Town and State	300	Required for programming
			with live performers
			(Payomet to fund)
Hygiene Facilities	Porta Potties and	5,000	3 porta potties with
	Handwash		sanitizer stations
	Stations		(Payomet to fund)
PPE	Masks & gloves	1,000	On hand for patrons if
,	for staff, vols,		requested and staff and
	patrons		volunteers
			(Payomet to fund)
Distance marking	Materials to mark	7,000	Paint, cones, fencing, etc.
	spacing and		to ensure patron safety and
	distancing		guide adherence to social
			distancing guidelines
MOMAL DROMEOM COCK	,	50.200	(Payomet to fund)
TOTAL PROJECT COST	n/a	50,300	\$20,000 requested from
			CPC, \$25,300 to be funded
			from Payomet fundraising
			and reserves

#### Feasibility:

Payomet has already contributed a significant amount of financial resources to the first stage of construction, building the stage for the Drive-In programming that ensures excellent sightlines from the field as well as, adequate room for performers to social distance while onstage (per Phase 3 guidelines). In addition, Payomet will be able to reinvest the income generated from ticket sales into this project on an ongoing basis.

The National Park Service will need to approve the final design of the Bandshell/Canopy, and the Select Board (with whom we have already been working closely) will need to approve entertainment licenses for any ticketed events held at the site.

#### Maps/Site Information:

The project site will be the Ballfield at the Highlands Center. The Ballfield is a large grassy area, which will be adaptively reused as a Drive-In event space to present performing arts safely during Massachusetts' phased reopening. This location was selected because of its space for car-assisted social distancing, openness and easy accessibility, and excellent sightlines to the stage. As Truro does not have a downtown main street, this location will provide a central gathering place for the community, as well as more than adequate space for appropriate distancing.

#### **AGREEMENT G1730-17-0010**

# GENERAL AGREEMENT BETWEEN THE U.S. DEPARTMENT OF THE INTERIOR, NATIONAL PARK SERVICE, CAPE COD NATIONAL SEASHORE AND PAYOMET PERFORMING ARTS CENTER IN TRURO

#### General Agreement Title: Operation of Payomet Performing Arts Tent at Highlands Center

This Agreement (Agreement or GA) is entered into between PAYOMET Performing Arts Charitable Trust (PAYOMET), a non-profit 501(c)(3) organization created under the laws of the Commonwealth of Massachusetts and conducting operations as the PAYOMET Performing Arts Center in Truro, and the U.S. Department of the Interior, National Park Service (NPS). The purpose of the Agreement is to coordinate interpretive programming, and cooperation and assistance between these two organizations for the benefit of Cape Cod National Seashore, a unit of the National Park system.

#### ARTICLE I -BACKGROUND AND OBJECTIVES

Cape Cod National Seashore was created for the purposes of protecting and preserving the natural and cultural resources of Cape Cod, and to provide for public enjoyment and use of these resources. The National Park Service recognizes the need to increase the Seashore's ability to provide public facilities for a safe and enjoyable visitor use of the seashore, and has selected the Highlands Center at Cape Cod National Seashore as a venue for such activities in consultation with the local communities and public.

The mission of the Highlands Center is to foster the unique cultural and natural heritage of Cape Cod by facilitating scientific research, the arts tradition, and educational programs atop the dramatic sea cliffs of Cape Cod National Seashore. PAYOMET, a non-profit 501(c)(3) organization, has provided performing arts activities furthering the preservation of the Outer Cape arts and cultural heritage at sites in Truro, including the Highlands Center, for over 20 years.

Park partnerships are carried out under the auspices of the NPS and support the NPS mission. The National Seashore has a strong commitment to safety and resource protection, and strives to ensure that partners and volunteers share this commitment. In addition, park visitors and community members often view partners and volunteers as extensions of park staff. Therefore, the conduct of partner staff and volunteers must exemplify the highest standards of conduct and service, including customer service to all who are encountered when partners and volunteers carry out their work.

Page 1 of 8

This General Agreement establishes the collaborative relationship between NPS and PAYOMET to provide appropriate arts and educational programming activities at Cape Cod National Seashore.

#### ARTICLE II - LEGAL AUTHORITY

Authority for the National Park Service to enter into this Agreement is contained in The National Park Service Organic Act of Aug. 25 1916 (39 Stat. 535) and amendments thereto, 54 U.S.C. §§ 100101 et seq.

#### ARTICLE III – RESPONSIBILITIES AND UNDERSTANDINGS OF THE PARTIES

The parties agree as follows to perform the functions specified below in accordance with the provisions of this GA. Each party shall be responsible for its own expenses incurred under this Agreement, and nothing contained herein shall be interpreted as obligating any payment by the NPS for goods or services provided by PAYOMET.

#### A. The NPS agrees to:

- 1. Authorize PAYOMET to conduct and deliver appropriate interpretive, arts and education programs at Highlands Center as reviewed and permitted by the Superintendent.
- Identify appropriate individuals within the park to serve as a liaison with PAYOMET on all matters covered by this agreement.
- Keep PAYOMET informed of special events or construction activities likely to affect the
  facilities or operating conditions affecting PAYOMET activity related to Cape Cod National
  Seashore.
- Provide appropriate guidance and oversight of PAYOMET programmatic and volunteer
  activities relating directly to the park to assure the public receives high quality interactions
  and experiences.
- 5. Work collaboratively with PAYOMET in the development of National Seashore site and activity plans.
- 6. Maintain the grounds outside the permitted area for the tent site.
- 7. Provide routine law enforcement patrols and investigative services and undertake to enforce, as NPS deems appropriate, all applicable laws and regulations pertaining to the conduct of persons visiting the Highlands Center site.

#### B. PAYOMET agrees to:

- Submit permit applications to NPS to authorize specific programs and facility work to be conducted at the Highlands Center beyond routine programming and maintenance, such as proposed large events and facility changes.
- 2. Ensure that the interpretive programming in the form of performance arts activities will be connected to the vision and mission of the Highlands Center at Cape Cod National Seashore. Interpretive programming will include theatrical performances, concerts, solo performers, film screenings, music, prose, fiction and poetry readings, and children's shows and classes. Creative programming such as the circus camp is encouraged in alignment with Healthy Parks Healthy People and other NPS themes.
- 3. Provide all persons and volunteers necessary for the operation of its activities and programming, promotions, ticketing with will call pick-up, and parking in a safe manner. Payomet further agrees to train and supervise these persons in a manner appropriate for a cooperator whose activities occur in a public area. Advise NPS of personnel-volunteer ratio to attendees, particularly for larger performance events.
- 4. Maintain a complete copy of this Agreement at the permitted premises within the park, along with emergency numbers and safety plans.
- Report any unusual incidents or activities, or on-site injuries to the NPS immediately. Call NPS Dispatch available 24/7 at 617-242-5659. For emergencies, call 911 and then NPS Dispatch.

#### C. NPS and PAYOMET agreeto:

- Work collaboratively to plan and carry out activities that enhance visitor understanding of the National Seashore. NPS shall continue to include PAYOMET where program partners are noted in brochures and websites, and improve information links as possible.
- 2. Keep the other party informed of any issues, problems, or concerns that relate to this Agreement.
- Ensure that actions proposed and undertaken are consistent with the mission of the Highlands Center at Cape Cod National Seashore.
- 4. Review PAYOMET's proposed schedule of operation prior to May 15 of each year to achieve NPS approval no later than June 1 of each year to ensure compatibility with other NPS programs and use levels.

#### ARTICLE IV - TERM OF AGREEMENT

This Agreement shall be effective when signed by both parties and shall remain in effect, unless terminated by mutual agreement or terminated under the termination clause below, for up to five years from the date when this Agreement shall become effective.

#### **ARTICLE V - TERMINATION**

If either party fails to observe any of the terms and conditions of this Agreement in any material respect, the other party may terminate this Agreement without any legal process whatsoever by giving ninety (90) days prior written notice of termination, effective at the end of the ninety (90) day period. Upon termination of this Agreement, each party shall bear its own costs.

NPS may terminate this Agreement for the convenience of the government without compensation, at any time, when it is determined to be in the best interest of the public to do so. The affected parties shall be notified in writing within 5 working days following the termination; each party shall bear its own costs.

#### ARTICLE VI - KEY OFFICIALS

The persons listed below are identified as the Designated Key Officials considered essential to the work being performed under this Agreement:

#### A. The key contact for PAYOMET is:

Kevin Rice
Managing Artistic Director
PAYOMET Performing Arts Center in Truro
Box 1202
Truro, MA 02666
Bus/Fax: 508-487-2300
Box Office: 508-487-5400 ricenow@yahoo.com

#### B. The key contact for the NPS is:

Lauren McKean
NPS Highlands Center Project Manager
Cape Cod National Seashore
99 Marconi Site Road, Wellfleet, MA 02667.
508-957-0731
508-349-9052 (fax)
Lauren\_mckean@nps.gov

C. Parties must be notified in writing if a Key Official changes.

#### ARTICLE VII - LIABILITY AND INSURANCE

PAYOMET shall indemnify, defend and hold harmless the United States of America and its agents and employees from and against any and all liabilities, obligations, losses, damages, judgments, claims, actions, suits, penalties, fines, costs and expenses (including reasonable attorneys' fees and experts' fees) of any kind and nature whatsoever arising out of the acts or omissions of PAYOMET relative to its obligations under this General Agreement, its employees, agents or contractors (including any contractor's subcontractors) relative to their obligations under this Agreement, including injury to persons (including injury resulting in death) and damage to property caused by PAYOMET and/or its employees, agents or contractors. After final adjudication, PAYOMET shall promptly pay the United States of America the full value of all determined damages to the lands or other property of the United States of America caused by PAYOMET, its employees, agents, representatives, or contractors (including any contractor's subcontractors) but limited to the lands and property utilized under this General Agreement or, as agreed to by the parties, shall undertake the remedial work to repair or replace such damaged lands or property. PAYOMET will reasonably cooperate with the NPS in the investigation and defense of any claims that may be filed with the NPS arising out of the activities of PAYOMET, its employees, agents, representatives or contractors (including any contractor's subcontractors). PAYOMET further agrees to maintain liability insurance as required in any permits authorizing activities under this GA.

#### ARTICLE VIII - GENERAL PROVISIONS

- A. <u>Non-Discrimination</u>: All activities pursuant to or in association with this Agreement shall be conducted without discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex, as well as in compliance with the requirements of any applicable federal laws, regulations, or policies prohibiting such discrimination.
- B. NPS Appropriations: Pursuant to 31 U.S.C. § 1341, nothing contained in this Agreement shall be construed to obligate NPS, the Department of the Interior, or the United States of America to any current or future expenditure of funds in advance of the availability of appropriations from Congress and their administrative allocation for the purposes of this Agreement, nor does this Agreement obligate NPS, the Department of the Interior, or the United States of America to spend funds on any particular project or purpose, even if funds are available.
- C. Member of Congress: Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.
- D. <u>Lobbying with Appropriated Money</u>: PAYOMET will not undertake activities, including lobbying for proposed PAYOMET or NPS projects or programs, that seek to either (1) alter the appropriation of funds included in the President's budget request to Congress for the Department of the Interior or another federal agency that holds funds for the sole benefit of the NPS under Congressionally authorized programs, including the Federal Lands Highway Program; or (2) alter

the allocation of such appropriated funds by NPS or another Federal agency. Nothing in this paragraph is intended to preclude the Partner from applying for and obtaining a competitive or non-competitive grant of Federal financial assistance from a Federal agency, or from undertaking otherwise lawful activities with respect to any non-Federal entity or NPS activity, project or program included in the President's budget request to Congress. Nothing in this paragraph should be construed as NPS requesting, authorizing or supporting advocacy by nonfederal entities before Congress or any other government official. Except as provided herein and in applicable laws, nothing in this paragraph shall be construed to curtail PAYOMET's ability to interact with elected officials.

- E. <u>Drug Free Workplace Act</u>: PAYOMET certifies that comprehensive actions will be taken to ensure the workplace is drug-free.
- F. Third Parties Not to Benefit: This Agreement does not grant rights or benefits of any nature to any third party.
- G. <u>Assignment</u>. Binding Effect: Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. The parties waive the defense of lack of consideration.
- H. <u>Non-exclusive</u>: This Agreement in no way restricts the parties from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
- I. <u>Compliance with Applicable Laws</u>: This Agreement and performance hereunder is subject to all applicable laws, regulations and government policies, whether now in force or hereafter enacted or promulgated. Nothing in this Agreement shall be construed as (i) in any way impairing the authority of the NPS to supervise, regulate, and administer its property under applicable laws, regulations, and management plans or policies as they may be modified from time-to-time or (ii) inconsistent with or contrary to the purpose or intent of any Act of Congress.
- J. <u>Disclaimers of Government Endorsement</u>: PAYOMET will not publicize or circulate materials (such as advertisements, solicitations, brochures, press releases, speeches, pictures, movies, articles, manuscripts, or other publications), suggesting, expressly or implicitly, that the that the United States of America, the Department, NPS, or any government employee endorses any business, brands, goods or services.
- K. <u>Public Release of Information</u>: PAYOMET must obtain prior written approval through the NPS Key Official (or his or her designate) for any public information releases (including advertisements, solicitations, brochures, and press releases) that refer to the Department of the Interior, any bureau, park unit, or employee (by name or title), or to this Agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted with the request for approval. The NPS will make a good-faith effort to expeditiously respond to such requests.

- L. <u>Promotions</u>: PAYOMET will not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts, or other publications), which states or implies Governmental, Departmental, bureau or Government employee endorsement of a product, service or position which the PAYOMET represents. No release of information relating to this agreement may state or imply that the Government approves of the (party's) work product, or considers the PAYOMET's work product to be superior to other products or services.
- M. Merger: This Agreement, including any attachments hereto, and/or documents incorporated by reference herein, contains the sole and entire agreement of the non-Federal entity.
- N. <u>Modification</u>: This Agreement may be extended, renewed, or amended only when agreed to in writing by both the NPS and PAYOMET.
- O. <u>Waiver</u>: Failure to enforce any provision of this Agreement by either party shall not constitute waiver of that provision. Waivers must be express and evidenced in writing.
- P. <u>Counterparts</u>: This Agreement may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by facsimile transmission) as against the party signing such counterpart, but which together shall constitute one and the same instrument.
- Q. Agency: The non-Federal entity is not an agent or representative of the United States, the DOI, or the NPS, nor will the non-Federal entity represent itself as such to third parties.
- R. Survival: Any and all provisions that, by themselves or their nature, are reasonably expected to be performed after the expiration or earlier termination of this Agreement shall survive and be enforceable after the expiration or earlier termination of this Agreement. Any and all liabilities, actual or contingent, that have arisen during the term of this Agreement and in connection with this Agreement shall survive expiration or termination of this Agreement.
- S. <u>Partial Invalidity</u>: If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- T. Captions and Headings: The captions, headings, article numbers, and paragraph numbers and letters appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provisions of this Agreement nor in any way affecting this Agreement.

#### **ARTICLE IX – SIGNATURES**

IN WITNESS HEREOF, the parties hereto have signed their names and executed this Agreement.

Brian T. Carlstrom, Superintendent Cape Cod National Seashore Date 6/4//8

Seth Rolbein, Board Chair

Payomet Performing Arts Center in Truro

Date June, 218

Agenda Item: 6C



# TOWN OF TRURO

### **Select Board Agenda Item**

**DEPARTMENT:** Administration

**REQUESTOR:** Darrin Tangeman, Town Manager, and Trudi Brazil, Town Accountant

**REQUESTED MEETING DATE:** March 9, 2021

ITEM: Fiscal Year 2022 Budget Presentation

**EXPLANATION:** The proposed Fiscal Year 2022 Budget will be presented to the Select Board, as will an overview of related financial articles. The Budget Task Force provided guidance at the February 16, 2021 meeting, resulting in revisions to the budget. Additional changes, including the removal of the override for the Library's Summer Clerk position, were made as well.

The financial articles that are finalized and have been reviewed by Town Counsel are included for vote in a subsequent agenda item. The Board will be presented with the remaining budget articles for the Board's vote to recommend at a subsequent meeting, after final numbers (like in the case of the snow removal free cash transfer) are determined and the articles are approved by Town Counsel.

Town Manager Tangeman and Town Accountant Trudi Brazil will present the FY2022 Proposed Budget that they refined with support from Assistant Town Manager Clark and department heads. We are able to present an expenditure budget that will not require a general override. The only override requested is a specific override for an Assistant Health & Conservation Agent position. All capital expenditure requests not included in the Operating Capital Budget (0133) are recommended to be funded by free cash.

FINANCIAL SOURCE (IF APPLICABLE): See FY2022 Recapitulation.

**SUGGESTED ACTION:** Discussion only. Votes to recommend will occur at a subsequent meeting.

#### **ATTACHMENTS:**

- 1. FY2022 Simple Budget
- 2. FY2022 Simple Recapitulation

### DEPARTMENT

NAME	MGR/SB/FC 2021 BUDGET	2021 COVID Version	2022 Proposed	\$ Difference	Category	Total '21 Original	Total '22 Proposed \$ Va	ariance	% Variance
Transfers to Other Funds									
Moderator	295	295	295.00	0					
Board of Selectmen	119,198	111,198	108,295.00	(10,903)					
Town Manager	498,092	515,999	553,214.00	55,122					
Finance Committee	1,000	500	500.00	(500)					
Reserve Fund	100,000	100,000	100,000.00	0					
Operating Capital Account (CIP)	483,500	230,200	574,900.00	91,400	Remove 2 cruisers & Emp Bene Buy-out				
Accounting	178,215	172,574	179,653.00	1,438					
Assessing	201,160	197,137	224,111.00	22,951					
Clerk/Treasurer/Collector	379,106	379,106	405,676.00	26,570					
Legal Counsel	180,000	190,000	154,796.00	(25,204)					
Pending Salary/Wage Adjustments/ Buy-outs/Vac_Sick Leave	189,750	116,000	179,700.00	(10,050)					
COLA	69,360	69,360	72,475.00	3,115					
IT	376,325	341,124	354,015.00	(22,310)					
Elections / Registrars	13,325	13,325	14,725.00	1,400					
Cable TV and Internet Advisory Committee	109,000	159,000	89,380.00	(19,620)					
Planning Department	103,655	100,405	141,450.00	37,795					
Zoning Board of Appeals	3,025	3,025	3,075.00	50					
Town Hall Operations	66,400	73,900	74,550.00	8,150					
Annual Town Report/ATM Warrant printing	9,000	9,000	9,000.00	0					
Town Energy Committee	1,000	1,000	1,000.00	0					
Allocated Communications Account	29,180	29,180	29,600.00	420					
Allocated Energy Account	168,663	168,663	168,663.00	0					
Municipal Postage	13,432	13,432	14,000.00		General Government	3,292,681	3,453,073.00 160,	392.00	4.87%
Police	2,218,901	2,179,801	2,250,007.00	31,106					
Parking Magistrate	5,504	5,304	5,410.00	(94)					
Fire / Rescue / EMS	1,106,198	985,598	1,109,872.00	3,674					
Lower Cape Ambulance Assoc	438,111	405,000	417,150.00	(20,961)					
Cape & Islands EMS System	1,800	1,800	1,750.00	(50)					
Building / Inspections Department	120,081	120,081	115,674.00	(4,407)					
TEMA	12,500	12,500	15,000.00		Public Safety	3,903,095	3,914,863.00 11,7	68.00	0.30%
Public Education Budgets CCRTHS Assessment	6,066,474 182,926	5,820,974 182,926	5,908,031.00 331,360.00	(158,443)	) Education	6,249,400	6,239,391.00 -10,	000 00	-0.16%
Public Works Highway Operations	705,233	701,233	730,089.00	24,856		0,249,400	0,239,391.00 -10,	009.00	-0.1076
Snow Removal	25,000	25,000	25,000.00	0					
Street Lights	200	200	1,000.00	800					
Transfer Station	514,442	508,742	542,751.00	28,309					
Public Building Maintenance	414,566	413,966	420,464.00	5,898					
DPW Total	1,659,441	1,649,141	1,719,304.00	59,863					_
Town Cemeteries	30,300	30,300	31,000.00	700					
Soldiers & Sailors Lots	3,000	3,000	3,000.00	0					
CC Greenhead Fly Control District	1,500	1,500	1,500.00	0	Public Works	1,694,241	1,754,804.00 60,5	63.00	3.57%
Human Service Providers	46,200	46,200	46,850.00	650					
Health & Conservation Department	300,218	300,218	316,796.00	16,578					
WROC	7,300	7,300	0.00	(7,300)					
COA / Community & Senior Services	317,095	302,295	319,707.00	2,612					
Veteran's Services	51,831	51,831	51,713.00	(118)					
Commission on Disabilities	200	200	200.00	0	Human Servcies	722,844	735,266.00 12,4	22.00	1.72%

Grand Totals:	21,047,635	20,166,384	21,574,027.00	526,392	21,047,635	<b>21,574,027 526,392</b> 2.50%
Municipal Liability Insurances	235,500	235,500	235,500.00	0 Employee Benefits & Insurances	3,172,337	3,346,058.00 173,721.00 5.48%
FICA: Town Share	149,533	149,533	149,533.00	0		
Group Life Insurance: Town Share	2,071	2,071	2,150.00	79		
Group Health Insurance: Town Share	1,354,324	1,354,324	1,496,820.00	142,496		
Unemployment Insurance	63,500	63,500	63,500.00	0		
Workers Compensation	78,500	78,500	78,000.00	(500)		
County Retirement Assessment	1,288,909	1,266,183	1,320,555.00	31,646		
State Assessments				0		
Short Term Borrowing Interst	263,000	263,000	195,413.00	(67,587) Debt	818,933	921,563.00 102,630.00 12.53%
nterest on Long Term Debt	65,733	65,733	51,150.00	(14,583)		
Principal on Long Term Debt	490,200	490,200	675,000.00	184,800		
Historical Commission	175	175	175.00	0 Culture & Recreation	1,194,104	1,209,009.00 14,905.00 1.25%
Pamet Harbor Dredge	96,760	96,760	99,179.00	2,419		
Pamet Harbor/Shellfish Warden Operations	145,628	138,715	146,522.00	894		
Pamet Harbor Commission	325	325	325.00	0		
Bicycle & Walkways Committee	2,000	2,000	2,000.00	0		
Combined Beach & Recreation Program Operations	509,293	436,339	512,099.00	2,806		
ibrary	439,923	423,134	448,709.00	8,786		

<sup>-50,000.00</sup> Employee Bene buy-out (free cash article) -100,000.00 2 PD Cruisers (Free Cash Article)

21,424,027.00

Agenda Item: 6C2

#### **DRAFT 2022 Budget Summary Recap**

#### **Expenditures**

<b>Projected Appropriation</b>	at ATM
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Operating Budget	21,424,027
Expenditures Subject to Exclusion	0
Expenditures Subject to Override	88,002
CPA Articles	651,813
Total Appropriation - at ATM	22,163,842

#### Not Appropriated at ATM

<b>Total Other Charges</b>	964,590
State & County Charges	680,204
Cherry Sheet Offsets	184,386
Overlay for Tax Abatements	100,000

**Expenditures using Other Financing Sources** 

Free Cash Transfers 1,518,200
Total Expenditures 24,646,632

#### Revenues

#### Other Funds (Not taxes)

CPA Funds (CPA Articles)	651,813
Free Cash	1,518,200
Local Revenues	2,000,000
Receipts Reserved / Other Available Funds	420,480
Other Local	275,750
State Aid	610,039
Free Cash to Mitigate Tax Rate	900,000
Total Other Revenues	6,376,282

Total Levy Limit 18,231,147
Total Funding Available 24,607,429

Difference Revenue to Expenditures (39,204)

Agenda Item: 6D



# **TOWN OF TRURO**Select Board Agenda Item

**DEPARTMENT:** Administration

REQUESTOR: Darrin Tangeman, Town Manager and Trudi Brazil, Town Accountant

**REQUESTED MEETING DATE:** March 9, 2021

**ITEM:** Review Select Board Policy Memorandum 42 on Policies Regarding Free Cash, Stabilization and Capital Improvement Funds

**EXPLANATION:** The Select Board completed a review of Select Board Policies in 2017, however Policy 42: Policies Regarding Free Cash, Stabilization and Capital Improvement Funds was not updated at that time. Town Manager Tangeman and Town Accountant Brazil will present a draft revised version of the policy for the Board's consideration. The revisions include new language regarding the Reserve Fund, revised/ additional language regarding Free Cash, and corrects the title of the Capital Expenditures Stabilization Fund. These changes will bring the Select Board's policy in-line with recommendations of the Town's auditing firm, the Government Finance Officers Association, and Massachusetts Municipal Finance best practices.

The proposed revised policy was sent to the Finance Committee Chair and Town Counsel for review. Any feedback or changes noted will be provided to the Board during the meeting.

FINANCIAL SOURCE (IF APPLICABLE): N/A

**IMPACT IF NOT APPROVED:** The 2009 policy will remain in effect and no revisions will be made.

**SUGGESTED ACTION:** MOTION TO accept proposed revisions for Policy 42: Policies Regarding Reserve Fund, Free Cash, General Stabilization and Capital Expenditures Stabilization Funds.

#### **ATTACHMENTS:**

- 1. 2009 Select Board Policy #42
- 2. Proposed Revised Policy #42

Agenda Item: 6D1



# TOWN OF TRURO

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

#### **POLICY MEMORANDUM #42**

Date: Adopted November 10, 2009

Subject: POLICIES REGARDING FREE CASH, STABILIZATION, AND

**CAPITAL IMPROVEMENT FUNDS** 

Effective on the date above, the Board of Selectmen hereby adopts the following policies to guide appropriation to and use of the following budgetary funds:

**Free Cash:** Funds certified as Free Cash may be used within the operating budget to offset a given year's increased expenditures, and/or may be appropriated explicitly to reduce or stabilize the tax rate, at the recommendation of the Annual Town Meeting. Those funds not so expended shall be appropriated to either the Stabilization Fund or the Capitol Improvements Fund as recommended by the Board of Selectmen.

**Stabilization Fund:** The Stabilization Fund should be maintained at not less than 6-10% of the General Funds Operating Budget but should not exceed 15 % of the previous years' tax levy. The Selectmen may recommend that Town Meeting transfer from Free Cash up to 1% (one percent) of the prior year's levy to this fund.

Moneys from the Stabilization Fund may be used for unforeseen capitol expenditures or to offset increased expenditures when the Board of Selectmen has made a declaration of unusually difficult economic conditions and has demonstrated that the expenditures are necessary for the continuing operation of the town.

Capital Improvement Fund: Moneys from the Capital Improvement Fund may be used only to meet future capital expenditures or extraordinary or emergency current capital expenditures necessary to acquire or replace capital assets. The expenditure of these funds shall require a declaration of extraordinary or emergency conditions by the Board of Selectmen. Capital assets are real assets with a minimum value of \$15,000.00. Some assets with a useful life of five years or more (such as personal computers) may be aggregated if they have a combined value of \$15,000 or more.

Town of Truro

Gary Palmer, Chairman	Janet W. Worthington, Vice-Chairman
Christopher R. Lucy, Clerk	Alfred Gaechter
	Curtis Hartman Board of Selectmen

Agenda Item: 6D2



# TOWN OF TRURO

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

#### **POLICY MEMORANDUM #42**

Date: Adopted November 10, 2009; Revised March 9, 2021

Subject: POLICIES REGARDING RESERVE FUND, FREE CASH, GENERAL STABILIZATION AND CAPITAL EXPENDITURES STABILIZATION FUNDS

Effective on the date above, the Select Board hereby adopts the following policies to guide appropriation to and use of the following funds:

**Reserve Fund:** Annually Town Meeting votes to fund a Reserve within the General Fund Operating Budget for the ensuing Fiscal Year. The purpose of this reserve is to provide funding to address any unanticipated, extraordinary and unforeseen expenditures that, due to the circumstances giving rise to the expenditure, require resolution prior to the next available Special or Annual Town Meeting. The Reserve Fund is administered by the Finance Committee who have sole discretion in determining the appropriateness of any request for transfer from the reserve. The desirable level of funding for the Reserve Fund is between one (1%) and three (3%) of the General Fund Operating Budget.

Free Cash: Free Cash is defined as the Town's remaining unrestricted funds available from operations in previous fiscal years, as certified by the Massachusetts Department of Revenue. The Town endeavors to maintain an ample Free Cash balance to provide sufficient financial flexibility and stability on an ongoing basis. Consequently, the Town is committed to utilizing a conservative approach in building its annual operating budget. The desirable available balance for free cash is no less than ten (10%) and not more than fifteen (15%) of the General Fund operating budget in any given year. Funds certified as Free Cash may be used within the operating budget to offset a given year's increased expenditures, to fund Capital projects or purchases and/or may be appropriated explicitly to reduce or stabilize the tax rate, at the recommendation of the Annual Town Meeting. Those funds not so expended may be appropriated to either the OPEB Trust Fund, Stabilization Fund or the Capital Expenditures Stabilization Fund as recommended by the Select Board to Town Meeting. The town shall endeavor to use no more than eighty-five percent (85%) of the Free Cash figure certified by the Massachusetts Department of Revenue in any year.

**Stabilization Fund:** The Stabilization Fund should be maintained at not less than 6-10% of the General Fund Operating Budget but should not exceed 15 % of the previous year's tax levy. The Select Board may recommend that Town Meeting transfer from Free Cash up to 2 ½ (two and one-half percent) of the prior year's levy to this fund.

Moneys from the Stabilization Fund may be used for unforeseen capital expenditures or to offset increased expenditures when the Select Board has made a declaration of unusually difficult economic conditions and has demonstrated that the expenditures are necessary for the continuing operation of the town.

**Capital Expenditures Stabilization Fund:** Moneys from the Capital Expenditures Stabilization Fund may be used only to meet future capital expenditures or extraordinary or emergency current capital expenditures necessary to acquire or replace capital assets. The expenditure of these funds shall require a declaration of extraordinary or emergency conditions by the Select Board. Capital

assets are real assets with a minimum value of \$15,000.00.	Some assets with a useful life of five
years or more (such as personal computers) may be aggrega	ated if they have a combined value of
\$15.000 or more.	

Robert Weinstein, Chair	Kristen Reed, Vice-Chair
Sue Areson, Clerk	Janet Worthington
	Stephanie Rein Select Board Town of Truro

Agenda Item: 6E



# **TOWN OF TRURO**Select Board Agenda Item

**DEPARTMENT:** Administration

**REQUESTOR:** Darrin Tangeman, Town Manager

**REQUESTED MEETING DATE:** March 9, 2021

**ITEM:** Referral of Planning Board Articles

**EXPLANATION:** At the February 17, 2021 meeting of the Planning Board, the Board voted unanimously to refer to the Select Board the attached amendments to begin the process under MGL c.40A, §5 – Adoption and Change of Zoning bylaws. The Planning Board proposes these bylaw amendments to streamline permitting, acknowledge conditions and uses that exist today, and create reasonable public review processes. The Select Board has reviewed all but one of these articles, as they were submitted last year for the 2020 Annual Town Meeting and will

Upon receipt of these amendments, the Select Board 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.

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 proposed bylaw amendments to the Planning Board to begin the necessary public hearing process pursuant to MGL c.40A, §5.

#### **ATTACHMENTS:**

1. Proposed Zoning Bylaw Amendments for the 2021 Annual Town Meeting from the Truro Planning Board and Memorandum from Planning Board Chair

Agenda Item: 6E1



# **Planning Board**

#### Town of Truro

24 Town Hall Road Truro, MA 02666 (508) 349-7004

RCUD 2021FEB22 pm3/50

ADMINISTRATIVE OFFICE OF TRUSO

Date: To:

February 19, 2021

From:

Truro Select Board

Truro Planning Board

Re:

Proposed Zoning Bylaw Amendments for the 2021 Annual Town Meeting

The Truro Planning Board (hereafter "Board") met at a duly posted public meeting on February 17, 2021 to review proposed amendments to the Town of Truro Zoning Bylaw. The Board voted unanimously to refer the following amendments for your review pursuant to MGL Ch. 40A §5.

All but one of the following articles were on the warrant for the 2020 Annual Town Meeting, but by agreement were postponed for consideration until the 2021 Annual Town Meeting. In addition to these postponed articles, the Planning Board refers an amendment to Zoning Bylaw Section 40.6. We look forward to bringing these amendments to the Town Meeting body this April.

Many of these amendments further the Board's goal to streamline permitting, including the issuance of ADU permits. Others acknowledge conditions and uses that exist today and create reasonable public review processes. This has been part of the Board's work to make permitting processes clearer and more efficient, while continuing to provide protection for Truro's character, environment, and residents. The articles are presented here with an explanation of each proposed amendment. We are happy to answer any additional questions you may have.

The Board greatly appreciates your consideration, and we hope to receive your support.

Sincerely,

Anne Greenbaum, Chair

### **Proposed Zoning Bylaw Amendments**

For the 2021 Annual Town Meeting

# Referred to the Truro Select Board by vote on Wednesday, February 17, 2021

Additions in underline. Deletions in cross-through.

For questions, contact Interim Town Planner Barbara Carboni at planner1@truroma.gov.

Article	:
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To amend §10.4 Definitions by the addition of:

<u>Food Truck:</u> A motorized truck, towable trailer, or cart that is licensed by the Town of Truro to sell or distribute food to consumers.

And to amend §30.2 Use Table by the addition of:

PRINCIPAL USES							
	R	BP	NT6A	TC	NTC	Rt6	S
COMMERCIAL				1	1		
Food Trucks (12)	SP	SP	SP	SP	SP	SP	SP

#### **NOTES**

12. A Special Permit shall not be required for any location having received a permit for the operation of a Food Truck from the Town of Truro Select Board prior to April 28, 2020.

And to amend §30.9 Parking by the addition of:

PRINCIPLE USE PARKING REQUIREMENT	
RESIDENTIAL	
Food Trucks	2 spaces per food truck

#### Explanation:

This article recognizes food trucks as a land use and provides reasonable, flexible measures for public review. The Zoning Bylaw (hereafter "ZBL") does not currently

include food trucks as a use, and thus food trucks are likely not allowed despite having existed throughout town for many years. Most notably there is a history of food trucks at Town beaches in the Residential and Seashore districts. This article defines and legalizes the use while grandfathering existing locations, provides for noticed public hearings before the Zoning Board of Appeals for any new location proposed, and adds reasonable parking requirements. The act of adding the use also brings clarity to the existing practice of requiring Commercial Site Plan Review for new locations.

#### Article \_\_\_:

§30.9 Parking

C. Off Street Parking Schedule:

2. These standards are the minimum requirement. The Planning Board under Site Plan Review, or the Zoning Board of Appeals by Special Permit when Site Plan Review is not required, may vary the required number of spaces if the nature and scale of a proposed use warrants such a change.

#### Explanation:

This article provides a process for the modification of parking requirements. Currently these requirements can be modified during Site Plan Review, but there is not a mechanism for projects that do not require Site Plan Review. This article allows modifications to be issued by the Zoning Board of Appeals after a noticed public hearing.

#### Article :

§40.2 Accessory Dwelling Unit

C. ADU Permit Criteria

3. At least two (2) off street parking spaces in addition to parking otherwise required for the property is required for an ADU. <u>This requirement may be reduced or waived at the discretion of the Planning Board.</u>

#### Explanation:

This article allows for reduction of the parking requirement for ADUs as part of the noticed public hearing process for ADU permits. It recognizes that unforeseen circumstances may exist to justify the requirement is unnecessary and creates a hardship for homeowners looking to add an ADU to their property. For instance, some small ADUs may clearly be intended for one person and not require 2 parking spaces.

#### Article \_\_\_\_:

§40.2 Accessory Dwelling Unit

#### D. Procedure

- 1. Each application for a Permit shall be filed by the Applicant with the Town Clerk consisting of:
- a. An original and 14 9 copies of the Application for ADU Permit;
- b. <u>15 10 paper</u> copies <u>and one digital copy</u> of the required plans and other required information under §40.2

#### Explanation:

This article reduces the required number of physical copies of applications and adds requirements for the submittal of digital copies. Most applications are distributed to Town staff electronically, reducing the need for paper copies.

#### Article :

§40.2 Accessory Dwelling Unit

#### D. Procedure

- f. Documentation of approval of the septic/wastewater treatment system from the Board of Health.
- i. Documentation of approval, if applicable, from the Conservation Commission.
- j. Documentation of Special Permit or Variance, if applicable, from the Zoning Board of Appeals.

#### Explanation:

This article eliminates submittal requirements that are not germane to the jurisdiction of the Planning Board in their review of ADU permit applications. It <u>does not</u> eliminate the need for ADUs to receive all necessary permits. The Building Commissioner and Health/Conservation Agent will continue to review these requirements through the building permit process. Additionally, the submittal requirements to be eliminated currently require that the Planning Board must always be the final regulatory board to review ADUs when it may be logical to go in an alternate order under certain circumstances.

Article	•
ALL LICIC	

§40.2 Accessory Dwelling Unit

#### D. Procedure

- g. Building <u>floor</u> plans at a scale of no less than 1/8"= 1'-0"<del>, including floor plans</del> and front, side and rear elevations of the ADU and principal dwelling or structure.
- h. For ADUs proposed in a new structure or that require the modification of the exterior of an existing structure, building elevations at a scale of no less than 1/8"= 1'-0" of the dwelling or structure that contains the ADU.
- i. Photographs of the exterior of the existing principal dwelling taken from the north, south, east, and west.
- j. For ADUs proposed within an existing accessory structure, photographs of the exterior of the existing accessory structure taken from the north, south, east, and west.

#### Explanation:

This article eliminates the need for ADU permit applications to include building elevation plans for proposals where there are no exterior changes to a building proposed. This is an unnecessary cost to applicants, and existing conditions can easily be documented with photographs.

Article	
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§40.2 Accessory Dwelling Unit

F. Findings of the Planning Board

2. The permit decision is not appealable.

#### Explanation:

This article recognizes that a town cannot deny appeal rights through stating such in a zoning bylaw. Any discretionary permit (including an ADU permit) issued through zoning is appealable under state law by either the applicant or another interested party. Further, the current language may create confusion regarding the particular type of court appeal that should be filed resulting in additional unnecessary legal costs to the applicant, the Town, or both.

Article	
ALUCIC	

§40.2 Accessory Dwelling Unit

H. Requirements for Tax Exemption

Qualifying ADUs permitted under this section are eligible to seek tax abatement pursuant to Chapter I, Section 1011 of the Truro General Bylaws, Tax Exemption for Affordable Accessory Dwelling Units.

And to amend §10.4 Definitions by deleting in its entirety:

Dwelling Unit, Affordable Accessory. A rental dwelling unit either detached from or located within or attached to a principal dwelling, principal structure, garage, containing at least four hundred (400) square feet but not more than one thousand four hundred (1,400) square feet of Gross Floor Area. Accessory unit shall be restricted to remain affordable by conditions attached to the Special Permit issued by the Planning Board and be occupied by income eligible households determined in accordance with HUD Income and Fair Market Rental Guidelines. (04/07)

#### Explanation:

This article corrects a scrivener's error referencing the General Bylaws and removes an obsolete definition for Affordable Accessory Dwelling Units. The ZBL previously contained provisions for Affordable ADUs, but this was replaced with the adoption of the current ADU bylaw.

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§70.3 Commercial Development

- D. Procedures and Plan Requirements
  - 1. Each application for Commercial Site Plan Review shall be filed by the Applicant with the Town Clerk consisting of:
  - a. An original and 14 9 copies of the Application for Site Plan Review;
  - b. <u>15 10 paper</u> copies <u>and one digital copy</u> of the required plans and other required information per subsection 3 below;

#### Explanation:

This article reduces the required number of physical copies of applications and adds requirements for the submittal of digital copies. Most applications are distributed to Town staff electronically, reducing the need for paper copies.

Arti	cle	
		 -

§70.4 Residential Development

- C. Procedures and Plan Requirements
  - 1. Each application for Residential Site Plan Review shall be filed by the Applicant with the Town Clerk consisting of:

- a. An original and 14 9 copies of the Application for Site Plan Review;
- b. <u>15 10 paper</u> copies <u>and one digital copy</u> of the required plans and other required information per subsection 3 below;

#### Explanation:

This article reduces the required number of physical copies of applications and adds requirements for the submittal of digital copies. Most applications are distributed to Town staff electronically, reducing the need for paper copies.

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Article	
M UUU	

§70.6 Recording of Decision

It shall be the responsibility of the applicant to obtain a true attested copy of the decision from the Town Clerk. The applicant shall be responsible for recording the Planning Board Commercial or Residential Site Plan decision at the Barnstable Registry of Deeds or Land Court, as applicable. Prior to the issuance of a building permit, the applicant shall present evidence of such recording to the Building Commissioner and the Planning Board Secretary Planning Department.

#### Explanation:

This article acknowledges that filings are currently being handled by professional staff at Town Hall and brings the ZBL in line with this practice.

#### Article \_\_\_\_:

§70.9 Waiver of Site Plan Review

The Planning Board may determine at its discretion without a public hearing that submission of a Commercial or Residential Site Plan review application is not required when the alteration or reconstruction of an existing building or structure or new use or change in use will not have a significant impact: within the site or in relation to adjacent properties and streets; on pedestrian and vehicular traffic; on public services and infrastructure, or on unique environmental and historic resources, abutting properties; or community needs. Site Plan Review shall not be waived in the Seashore District.

(4/17)

A waiver from Commercial or Residential Site Plan Review must be requested by the applicant using the appropriate Site Plan Review Application form. The form, applicable filing fee and supporting documentation to establish that such review is not required shall be filed with the Planning Board Secretary Town Clerk. A waiver request will be considered at a regular session of the Planning Board.

Upon the decision of the Planning Board, a copy of the decision shall be sent to the applicant, the owner, the representative, if any, and the Building Commissioner.

#### Explanation:

This article does three things:

- 1. It clarifies that Residential Site Plan Review cannot be waived because Residential Site Plan Review is only required in the Seashore district, and the bylaw states that Site Plan Review cannot be waived in the Seashore district.
- 2. It allows for the waiver of Commercial Site Plan Review for new buildings that do not create significant impacts. For example, the ZBL currently allows a waiver for a 2,000 sq. ft. addition to an existing commercial building, but it does not allow a waiver for a new 200 sq. ft. shed.
- 3. It acknowledges that filings are currently made with the Town Clerk and brings the ZBL in line with this practice.

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#### §40.6 Growth Management

A. Purpose. The purpose of §40.6 of the bylaw is to provide adequate time for the Town to plan and prepare for the effects of future residential growth, and ensure that the pace of growth does not diminish the Town's rural character, impair natural resources or overwhelm town services or infrastructure. The gradual pace of development afforded by the bylaw will provide opportunities for the Town to: 1) purchase and protect open spaces, thereby reducing the Town's ultimate density and preserving, as much as possible, the Town's rural character; 2) undertake comprehensive planning to identify a community land use vision to guide the regulation of land use and development; 3) assess the impacts of anticipated growth on town infrastructure, roads, drinking water supply and fresh and marine wetlands and water bodies, and plan appropriate measures to protect the integrity of those resources; and 4) develop a financially sustainable plan for the provision of town services and infrastructure necessary to support the community's land use vision. This section, 40.6, shall expire on December 31, 2021

#### Explanation:

This article extends the date of expiration of the Growth Management Bylaw from December 31, 2021 to December 31, 2024. This extension will allow the Town to continue and complete the tasks identified in the Purpose section, including an update to the Town's Local Comprehensive Plan. Most recently, the COVID 19 emergency halted the Town's efforts to pursue this essential planning process. An extension will provide the time required for this process.

Agenda Item: 6F



# TOWN OF TRURO

# **Select Board Agenda Item**

**DEPARTMENT:** Administration

**REQUESTOR:** Darrin Tangeman, Town Manager

**REQUESTED MEETING DATE:** March 9, 2021

ITEM: Referral of Amendment to Zoning Bylaws §40.2, Accessory Dwelling Unit, Petitioned

Article to Warrant

**EXPLANATION:** Attached for your review is a citizen-petitioned article Amendment to Zoning Bylaws §40.2, Accessory Dwelling Unit received on February 24, 2021. Certification of signatures has been processed. The referral process for the zoning amendment requires the Board to refer the amendment to the Planning Board for Public Hearing.

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 certified petitioned amendment to Zoning Bylaws §40.2, Accessory Dwelling Unit to the Planning Board for Public Hearing.

#### **ATTACHMENTS:**

1. Proposed Amendment to Zoning Bylaws §40.2, Accessory Dwelling Unit

#### **TOWN OF TRURO**

#### **REGISTRARS OF VOTERS**

DATE: February 24, 2021

We hereby certify that the **Twelve (12)** signatures checked on the petition received **February 24, 2021** and titled (copy attached):

Amend Zoning Bylaw Sec 40.2 Accessory Dwelling Unit

are qualified voters of the Town of Truro.

Registrars of Voters

Town of Truro

# TOWN OF TRURO 4/27/2021 LOCAL TOWN MEETING List of Signatories for a Petition

#### AMEND ZONING BYLAW SEC 40.2 ACCESSORY DWELLING UNIT

Voter ID	Name of Voter	Residential Address	Ward	Precinct	Party
10CTY0166005	COLLINS, TIMOTHY J	1 MARSHALL LN TRURO, MA 02666	0	1	U
10KMA1442000	KRAFT, MONICA	7 DYERS HOLLOW RD TRURO, MA 02666	0	1	U
07LML2860000	LOCKE, MICHAEL R	9 PERRY RD TRURO, MA 02666	0	1	D
02LAY1564000	LUCY, AMY CABRAL	16 GLACIER DR TRURO, MA 02666	0	1	U
12LCR0263000	LUCY, CHRISTOPHER R	16 GLACIER DR TRURO, MA 02666	0	1	U
09LNA1900000	LUCY, NORA LILLIAN	16 GLACIER DR TRURO, MA 02666	0	1	U
10BKN2075001	MORRIS, KATHLEEN J	5 A SNOWS RD TRURO, MA 02666	0	1	D
010EC0794000	OXTOBY, ERIC BOYNTON CORBIN	124 SHORE RD TRURO, MA 02666	0	1	D
01RKN2984001	REED, KRISTEN M	4 POND RD TRURO, MA 02666	0	1	D
03SDS1446000	STAATERMAN, DILYS MERRISS	12 LONGNOOK RD TRURO, MA 02666	0	1	D
11SPR0745000	STAATERMAN, PETER W	12 LONGNOOK RD TRURO, MA 02666	0	1	D
08WRT0749000	WEINSTEIN, ROBERT M	7 DYERS HOLLOW RD TRURO, MA 02666	0	1	U

# .. -

Office of Town Clerk Treasurer – Tax Collector

7:50AM

Received TOWN OF TRURO

# **Town Meeting Petitioned Article**

To see if the Town will vote to:

PLEASE SEE THE ATTACHED ARTICLE AS IT RELATES
TO CHANKES TO SECTION 40.2 OF THE
TRUED ZONING BYLAWS REGARDING ACCESORY
DUELLING UNITS.

RCVD 2021FE824 am7/4/S ADMINISTRATIVE OFFICE TOWN OF TRURO

1	COPONET BY A DEST		
1	8IGN NAME	PRINT NAME	STREET ADDRESS
/		CHRISTOPHER LUCY	16 GLACIER DRIVE
/	Torashay	Nora Lucy	16 Glacier Drive
N	hick through	WICK BROWN	3 YACHT CLUB WAY
N,	Lyay Sommer	Lucy Brown	3 Wacht Club Way
V/	Kritist ee	Kristen Reed	4 Pond Rd A NITORO
<b>V</b>	rathler monus	Kathleen Morris	5A Snows Rd
	Min Knott	MONICA KRAFT	7 DYERS HONOW PLD,
1	July Wit	ROBERT WEINSTEN	J 7 DYDW HOLLOW RD
V	stor Gel	Timothy Collins	I Marshall Laur
1	Comy Thay	Amy Lucy	16 Glacier Dive
V	Cat Holly In	Erid Oltobli	124 Shore Rd Art 3 11 Trus
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CHRIS LUY





# ARTICLE XXX: AMEND SECTION 40, SPECIAL REGULATIONS, §40.2 ACCESSORY DWELLING UNIT

To see if the town will vote to amend Section 40, Special Regulations, §40.2 Accessory Dwelling Unit, by deleting the language in strike through, adding the **bold underlined** wording and enumerate the bylaw correctly accordingly.

#### §40.2 Accessory Dwelling Unit

#### A. The purposes of this bylaw areto:

- 1. Increase the number of moderately priced, year-round rental dwelling units in Truro;
- 2. Encourage a more economical and energy-efficient use of the Town's housing supply; and
- 3. Provide homeowners with a means of obtaining rental income to defray housing costs.

#### B. Requirements

- 1. One Accessory Dwelling Unit (ADU) per buildable lot may be allowed in any zoning district by obtaining an ADU <u>Building</u> Permit. <del>from the Planning Board.</del>
- 2. An ADU may be established within or attached to a principal dwelling, principal structure, or accessory structure, or constructed as a detached unit, and must be located on the same lot as the primary dwelling.
- 3. The ADU must be in conformity with the State Building Code, Title V of the State Sanitary Code and all applicable town health, building, zoning and other local laws and regulations.
- 4. An ADU within or attached to a principal dwelling, principal structure or accessory structure that is a pre-existing nonconforming use or structure shall not increase any existing nonconformity or create a new nonconformity without first obtaining a **Special** Permit or Variance, respectively, from the Zoning Board of Appeals.

#### C. ADU Permit Criteria

- 1. The ADU shall be a complete, separate housekeeping unit containing both kitchen and sanitary facilities.
- 2. The ADU shall not contain more than one thousand (1,000) square feet nor less than four hundred (400) square feet of Gross Floor Area as that term is defined in Section II of this Zoning By-law. Once an ADU has been added to a dwelling, structure or lot, the ADU shall not be enlarged beyond the square footage specified in the permit granted pursuant to this section without first obtaining a subsequent ADU Building Permit, from the Planning Board, and in no case shall an ADU be permitted to exceed the square footage allowed by this section.

- 3. At least two (2) off street parking spaces in addition to parking otherwise required for the property is required for an ADU.
- 4. An ADU shall be clearly subordinate in use, size and design to the principal dwelling or structure. considering the following: building architectural details, roof design, building spacing and orientation, building screening, door and window size and location, and building materials. When accessory to a principal dwelling, the intent is to retain the appearance of a single-family dwelling and the privacy of abutters.
- 5. The principal dwelling and ADU and lot on which they are located shall remain in common ownership, and shall not be severed in ownership, including that the lot, buildings or units thereon shall not be placed in a condominium form of ownership.
- 6. Either the ADU or the principal dwelling on a lot with an ADU must be leased for a term of at least twelve (12) months. Rental of said unit for a period of less than twelve (12) months (including, but not limited to, seasonal rental and rental through vacation rental services and websites) is prohibited. Proof of year-round rental shall be provided annually to the Building Commissioner by the owner in the form of a lease and a signed affidavit from both the owner and renter stating the unit is being rented accordingly and is used as a primary residence.
- 7. ADUs permitted under this section shall be inspected annually or as frequently as deemed necessary by the Health and Building Departments for compliance with public safety and public health codes. The owner of the property shall be responsible for scheduling such inspection and shall pay any applicable inspection fees.

#### D. Procedure

- 1. Each application for a Permit shall be filed by the Applicant with the Town Clerk Building Department consisting of:
  - a. An original and 14 copies of the Application for ADU Permit;
  - b. <u>15-Copies</u> of the required plans and <u>in addition to</u> other required information under §40.2;
  - c. Applicable filing fee;
  - d. List of abutters obtained from the Truro Assessing Department
  - e. Site Plan or Site and Sewage Plan prepared by a registered professional engineer or registered sanitarian showing all property lines, existing and proposed structures on the parcel, and setbacks from roads and property lines for each structure. Building dimensions (height, stories, square footage) shall be shown on the plan.
  - f. Documentation of approval of the septic/wastewater treatment system from the Board of Health.
  - g. Building plans at a scale of no less than 1/8"= 1'-0", including floor plans and front, side and rear elevations of the ADU and

- principal dwelling or structure.
- h. Affidavit declaring that the ADU and/or principal dwelling to which it is accessory will be rented on a twelve month basis.
- 1. Documentation of approval, if applicable, from the Conservation Commission.
- J. Documentation of Special Permit or Variance, if applicable, from the Zoning Board of Appeals.

#### **E** Public Hearing

- 1. Upon receipt of the application by the Truro Town Clerk, the Planning Board shall hold a duly noticed public hearing within 65 days of said filing. The Board shall:
  - a. Give notice by advertisement in a newspaper of general circulation in the Town of Truro, no less than ten (10) days before the day of such hearing; and,
  - b. Give notice by posting such notice in a conspicuous place in the Town Hall for a period of not less than ten (10) days before the day of such hearing; and.
  - c. Give notice by mailing a copy of such advertisement to abutters to the subject property, abutters to abutters within 300 feet of the subject property, and owners of properties across the street from the subject property.

#### F. Findings of the Planning Board

- 1. The Planning Board shall grant an ADU Permit if it finds that the proposal complies with the provisions of this bylaw, §40.2, as amended. The concurring vote of four members of the Planning Board shall approve an ADU permit as submitted or with reasonable conditions. The Board shall deny the permit only if:
  - a. The application is incomplete, and the applicant fails to complete the application within 21 days after written notice of the application's deficiencies, or
  - b. The imposition of reasonable conditions will not ensure that the ADU will conform to the standards and criteria described herein, or
  - c. The ADU does not comply with the requirements of the Zoning By-law.
- 2. The permit-decision is not appealable.

#### G. Penalty

Failure of the applicant to comply with any provision of this section or the Permit is punishable by a fine established in Section 60.1 of the Truro Zoning By-laws and shall entitle the Planning Board, Building Commissioner after notice and public hearing, to revoke, modify or suspend the Permit. The Town shall be entitled to recover its litigation fees, including counsel fees, incurred in enforcement of this Bylaw.

H. Requirements for Tax Exemption
Qualifying ADUs permitted under this section are eligible to seek tax

abatement pursuant to Chapter I, Section 10 of the Truro General Bylaws, Tax Exemption for Affordable Accessory Dwelling Units.

Planning Board Recommendation: Board of Selectmen Recommendation:

Comment: This is a citizen petitioned article. This article was created to allow homeowners to build or convert an existing building to one (1) accessory dwelling unit on their property with the provision that it be rented year round as opposed to seasonally. This will benefit the community by increasing the opportunities for young people to afford to live in town, enable elderly residents to downsize or rent a portion of their home and will help create a more well-rounded community. There is a segment of the community that earns more than allows them to qualify for affordable housing yet don't make enough to afford a home. This bylaw will allow residents to create opportunities for this segment of society to live in Truro. This change will remove the planning board from the process, allowing property owners to build ADUs as a "by right" designation meaning if it fits on your property without infringing on other zoning or health regulations, you can proceed without hearings and additional costs associated with filings.

16 Glacier Drive P.O. Box 944 Truro, MA. 02666

Phone (508) 349-1810 Email homely1@comcast.net

#### Changes in the bylaw

- REMOVES THE PLANNING BOARD FROM THE PROCESS Excessive number of plans, abutters lists, hearings, hearings fees, subjective decisions,
- REMOVES ARCHITECTURAL ASPECTS OF THE BYLAW
- PLACES ADHERANCE INTO THE HANDS OF TH BUILDING COMMISSIONER
- MAKES ADU UNITS EASIER TO BUILD
- IS INLINE WITH THE PLANNING BOARD LOOKING FOR WAYS TO CREATE MORE HOUSING
- DOES WHAT THE PLANNING BORD REFUSES TO DO AND HASN'T DONE FOR OVER 7 YEARS

Agenda Item: 6G



# TOWN OF TRURO

# **Select Board Agenda Item**

**DEPARTMENT:** Administration

**REQUESTOR:** Darrin Tangeman, Town Manager

**REQUESTED MEETING DATE:** March 9, 2021

ITEM: Review and Possible Vote on Town Meeting Articles

**EXPLANATION:** Some articles for the 2021 Annual Town Meeting Warrant are prepared for the Board to review and discuss. These articles include:

- Article X: Authorization to Hear the Report of Multi-member Bodies
- Article X: Authorization to Set the Salary of the Select Board
- Article X: Authorization to Set the Salary of the Moderator
- Article X: Council on Aging Revolving Fund
- Article X: Authorization to Expend Funds in Anticipation of Reimbursement for State Highway Assistance Aid
- Article X: Authorization to Transfer Town Property to the Truro Conservation Trust (Originally slated for 2020 Annual Town Meeting)
- Article X: Community Preservation Act
  - SECTION 1: CONTRIBUTION TO THE AFFORDABLE HOUSING TRUST FUND
  - **SECTION 2: HOUSING CONSULTANT**
  - SECTION 3: PRESERVATION OF HIGHLAND HOUSE MUSEUM PERMANENT COLLECTION
  - SECTION 4: EDGEWOOD FARM HISTORIC PRESERVATION PROJECT PHASE 5
  - **SECTION 5: PUMA PARK ENHANCEMENT**
  - **SECTION 6: PAYOMET DRIVE-IN**
  - **SECTION 7: ADMINISTRATIVE SUPPORT**
  - **SECTION 8: OPEN SPACE RESERVE**
  - **SECTION 9: BUDGETED RESERVE**
- Article X: Non- Binding Public Advisory Questions for Increased Security at Pilgrim Nuclear Power Station on Cape Cod Bay (Originally a 2020 Petitioned Article)
- Article X: Resolution in Support of Changing the State Flag & Seal of Massachusetts (Originally a 2020 Petitioned Article)
- Article X: Charter Amendment to Sections 3-1-1 and 6-4-2 (Originally a 2020 Petitioned Article)
- Article X: Local Room Occupancy Tax Allocation (Originally a 2020 Petitioned Article)
- Article X: Charter Amendment to Section 2-2-4 (Originally a 2020 Petitioned Article)
- Article X: Amend General Bylaws, Chapter 3 Prohibitions on the Use and Sale of Balloons

- (Originally slated for 2020 Annual Town Meeting)
- Article X: Amend General Bylaws, Chapter 3 Municipal Single-Use Plastic Bottle Ban (Originally slated for 2020 Annual Town Meeting)
- Article X: Reduction of Truro's Net Greenhouse Gas Emissions to Zero by 2050 (Originally slated for 2020 Annual Town Meeting)
- Article X: Advisory Vote on the Use of Automated Tabulator (Originally slated for 2020 Annual Town Meeting)

Town Counsel has reviewed and approved the form of these articles. If the Board opts to not vote to recommend these articles tonight, they may opt to vote to recommend at the March 16, 2021 or March 23, 2021 meeting. The remaining articles will be reviewed by Town Counsel and will be included for vote at the March 16, 2021 or March 23, 2021 meeting.

The articles ready for review are attached. The form of vote is positive, motion to recommend, and will be recorded in the warrant as # of yes votes - # of no votes - # of abstentions in favor, e.g. 5-0-0 in favor. Once the votes are completed, they will be added to the warrant.

Additionally, staff seeks guidance on the order of the articles from the Select Board in accordance with Town Charter 2-3-6. As a reminder, the Charter requires financial articles be heard first. Staff has included a draft order in the attached Table of Contents for the Board's consideration.

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

**IMPACT IF NOT APPROVED:** If votes to recommend are not complete prior to the warrant going to the printer, they will not appear in the 2020 Annual Town Meeting Warrant.

#### **SUGGESTED ACTION:**

Motion to recommend {insert article number here} as printed in the warrant.

Motion to set the article order as follows...

#### **ATTACHMENTS:**

- 1. 2021 Annual Town Meeting Warrant Articles Ready for Vote
- 2. 2021 Table of Contents

Agenda Item: 6G1

### Annual Town Meeting - Saturday, May 1, 2021

ARTICLES X-X

#### **CUSTOMARY & FINANCIAL ARTICLES**

#### Article X: Authorization to Hear the Report of Multi-member Bodies

To see if the Town will vote to hear reports of any multi-member body, whose annual report was not published in the 2020 Annual Town Report, or take any other action relative thereto.

Requested by the Select Board

	I	I
Select Board Recommendation		

#### Article X: Authorization to Set the Salary of the Select Board

To see if the Town will vote to determine and set the salary for the Select Board for Fiscal Year 2022 at \$3,000 per member for a total of \$15,000, or take any other action relative thereto.

Requested by the Finance Committee

Finance Committee Recommendation		
Select Board Recommendation		

#### Article X: Authorization to Set the Salary of the Moderator

To see if the Town will vote to determine and set the salary for the Town Moderator for Fiscal Year 2022 at \$150, or take any other action relative thereto.

Requested by the Select Board

Finance Committee Recommendation		
Select Board Recommendation		

ARTICLES X-X

#### **Article X: Council on Aging Revolving Fund**

To see if the Town will vote pursuant to Section 1.1.8 of the General Bylaws to set the spending limit for the COA Revolving Fund for Fiscal Year 2021 at forty thousand dollars (\$40,000); or to take any other action relative thereto.

Requested by the Town Accountant

Explanation: This is a customary article required by Massachusetts General Law that sets expenditure limits for the Council on Aging Revolving Fund.

Finance Committee Recommendation		
Select Board Recommendation		

# Article X: Authorization to Expend Funds in Anticipation of Reimbursement for State Highway Assistance Aid

To see if the Town will vote to appropriate all sums provided to the Town pursuant to the Chapter 90 Highway Assistance Program of the Massachusetts Department of Transportation for purposes consistent with said program; or to take any other action relative thereto.

Requested by the Town Accountant

Explanation: The amount of the Chapter 90 funds to be awarded to Truro by the State for FY 2022 is \$169,653.

Finance Committee Recommendation		
Select Board Recommendation		

ARTICLE X

TWO-THIRDS VOTE

Article X: Authorization to Convey Town Property to the Truro Conservation Trust To see if the Town will vote to transfer an .822-acre parcel located at 1 Pond Village Avenue (36-048) from the Tax Title Custodian to the Select Board, for the purpose of conveyance, including a conveyance to the Truro Conservation Trust, for nominal or no consideration, said land to be conserved as open space in perpetuity, and on such other terms and conditions as the Select Board shall determine; or take any other action relative thereto.

Requested by the Select Board

Explanation: This parcel is adjacent to 10 acres recently purchased by the Truro Conservation Trust (known as the "Twine Field" property) and across Pond Road from the Town-owned Pilgrim Park. The TCT has built publicly accessible trails and installed benches on the "Twine Field" property that has created a park-like setting to complement Pilgrim Park. The acquisition of this Town-owned parcel will enable the TCT to establish a permanent trailhead access on Pond Village Road and will expand the total amount of contiguous open space conserved in perpetuity for public use and wildlife habitat. This article was originally slated for the 2020 Annual Town Meeting but was deferred due to the COVID-19 pandemic.

Finance Committee Recommendation		
Select Board Recommendation		

ARTICLE X

#### **COMMUNITY PRESERVATION ACT ARTICLES**

#### **Article X: Community Preservation Act**

#### SECTION 1: CONTRIBUTION TO THE AFFORDABLE HOUSING TRUST FUND

(Community Housing)

To see if the Town will vote to appropriate the sum of Fifty Thousand dollars and no cents (\$50,000.00) from Projected Fiscal Year 2022 Community Preservation Act Surcharge Revenue, to contribute to the Truro Affordable Housing Trust Fund, or take any other action relative thereto.

Requested by Truro Housing Authority

Explanation: If a fund of money is immediately available to the Housing Authority, then the Housing Authority will be able to make time to act on opportunities that would be lost if the Housing Authority had to wait for Town Meeting or beyond to request money for a legitimate Community Housing project.

Finance Committee Recommendation			
Select Board Recommendation			
Community Preservation Committee Recommendation	5	0	0

#### **SECTION 2: HOUSING CONSULTANT**

(Community Housing)

To see if the Town will vote to appropriate the sum of Twenty-five Thousand dollars and no cents (\$25,000.00) from Projected Fiscal Year 2022 Community Preservation Act Surcharge Revenue, to provide technical assistance to the Truro Housing Authority, and to enter into a grant agreement to set forth the terms and conditions thereof, or take any other action relative thereto.

Requested by Truro Housing Authority

Explanation: The Truro Housing Authority needs to continue receiving professional expertise in developing and implementing housing projects. The consultant will not be a full or part-time employee of the Town, but rather will work on particular projects on as "as needed" basis. These funds will be used for a consultant to continue to work on property acquisition, planning and educational programs on housing needs.

Finance Committee Recommendation			
Select Board Recommendation			
Community Preservation Committee Recommendation	5	0	0

ARTICLE X

# SECTION 3: PRESERVATION OF HIGHLAND HOUSE MUSEUM PERMANENT COLLECTION

(Historical Preservation)

To see if the Town will vote to appropriate the sum of Eighteen Thousand, Seven Hundred, Eighty-four dollars and no cents (\$18,784.00) from Projected Fiscal Year 2022 Community Preservation Act Surcharge Revenue for the preservation of items in the permanent collection of Highland House Museum, and to enter into a grant agreement to set forth the terms and conditions thereof, or take any other action relative thereto.

Requested by the Truro Historical Society

Explanation: More Highland House Museum permanent historic resources will be displayed in the main exhibition hall; the Miss Betsey Holsbery 1858 Walling Map of Cape Cod will be cleaned and conserved; photographs and documents will be restored; and several Truro artists' works are to be reframed and repaired.

Finance Committee Recommendation			
Select Board Recommendation			
Community Preservation Committee Recommendation	5	0	0

# SECTION 4: EDGEWOOD FARM HISTORIC PRESERVATION PROJECT PHASE 5

(Historical Preservation)

To see if the Town will vote to appropriate the sum of Seventy-two Thousand, Five Hundred dollars and no cents (\$72,500.00) from Projected Fiscal Year 2022 Community Preservation Act Surcharge Revenue for a fifth phase of restoration and preservation of three historic buildings at Edgewood Farm, and to enter into a grant agreement to set forth the terms and conditions thereof, or take any other action relative thereto.

Requested by the Truro Center for the Arts at Castle Hill

Explanation: A deed restriction has been completed to keep Edgewood Farm historically preserved in perpetuity. Phase 5 plans include replacement of wooden down spouts on all three buildings, upgrades for historic outdoor lighting, and restoration of one bathroom.

Finance Committee Recommendation			
Select Board Recommendation			
Community Preservation Committee Recommendation	5	0	0

ARTICLE X

#### **SECTION 5: PUMA PARK ENHANCEMENT**

(Recreation)

To see if the Town will vote to appropriate the sum of Forty-eight Thousand, Four Hundred, Five dollars and no cents (\$48,405.00) from Projected Fiscal Year 2022 Community Preservation Act Surcharge Revenue for shade sails to protect areas of Puma Park, and to enter into a grant agreement to set forth the terms and conditions thereof, or take any other action relative thereto.

Requested by the Truro Commission on Disabilities

Explanation: This phase of the project will include installation of a safe and accessible surface under the adult exercise equipment and the purchase of shade structures to provide shelter from the full sun at Puma Park.

Finance Committee Recommendation			
Select Board Recommendation			
Community Preservation Committee Recommendation	5	0	0

#### **SECTION 6: PAYOMET DRIVE-IN**

(Recreation)

To see if the Town will vote to appropriate the sum of Twenty Thousand dollars and no cents (\$20,000.00) from Projected Fiscal Year 2022 Community Preservation Act Surcharge Revenue for improvement of the Highland Center Drive-In stage for recreational use, and to enter into a grant agreement to set forth the terms and conditions thereof, or take any other action relative thereto.

Requested by the Payomet Center for the Performing Arts

Explanation: The Payomet request is for construction of a bandshell covering for the stage at the Highlands Center Ballfield Drive-In. This would protect performers and anyone using the stage from the elements and would allow programming to continue in all weather for an extended season.

Finance Committee Recommendation			
Select Board Recommendation			
Community Preservation Committee Recommendation	5	0	0

ARTICLE X

#### **SECTION 7: ADMINISTRATIVE SUPPORT**

To see if the Town will vote to appropriate the sum of Thirty-two Thousand, Five Hundred, Ninety-one dollars and no cents (\$32,591.00) from Projected Fiscal Year 2022 Community Preservation Act Surcharge Revenue for the administrative expenses of the Community Preservation Committee, or take any other action relative thereto.

Requested by Community Preservation Committee

Explanation: The Community Preservation Act and the Truro Community Preservation Bylaws permit 5% of the projected Community Preservation Act surcharge revenue can be used for management of CPC operations, as well as for workshops, seminars, membership in the Community Preservation Coalition, printing, advertising and supplies and the like. Any money remaining at the end of the Fiscal Year will revert to the Community Preservation Act Undesignated Fund Balance.

Finance Committee Recommendation			
Select Board Recommendation			
Community Preservation Committee Recommendation	6	0	0

#### **SECTION 8: OPEN SPACE RESERVE**

To see if the Town will vote to appropriate the sum of Sixty-five Thousand, One Hundred, Eighty-one dollars and no cents (\$65,181.00) from Projected Fiscal Year 2022 Community Preservation Act Surcharge Revenue to reserve for the purpose of Open Space, or take any other action relative thereto.

Requested by the Community Preservation Committee

Explanation: The Community Preservation Act and the Truro Community Preservation Bylaws require 10% of the projected Community Preservation Act surcharge revenue be used for Open Space. This is the first year that there is no debt service or Open Space project request. The money will remain in reserve for future use.

Finance Committee Recommendation			
Select Board Recommendation			
Community Preservation Committee Recommendation	6	0	0

ARTICLE X

#### **SECTION 9: BUDGETED RESERVE**

To see if the town will vote to appropriate the sum of Three Hundred Nineteen Thousand, Three Hundred, Fifty-two dollars and no cents (\$319,352.00) as a Budgeted Reserve from Projected Fiscal Year 2022 Community Preservation Act Surcharge Revenue for such projects as may be recommended by CPC to Town Meeting, or take any other action relative thereto.

Requested by Community Preservation Committee

Explanation: After the 10% allotments for Community Housing, Historic Preservation and Open Space are made or reserved for those purposes, a balance of \$319,352 will be reserved for approved CPA projects in any category including Recreation by Town Meeting approval. Any money remaining at the end of the Fiscal Year will be assigned to the Community Preservation Act Undesignated Fund Balance.

Finance Committee Recommendation			
Select Board Recommendation			
Community Preservation Committee Recommendation	6	0	0

ARTICLE X

#### SELECT BOARD ARTICLES ORIGINATING FROM CITIZEN-PETITION

# Article X: Non- Binding Public Advisory Questions for Increased Security at Pilgrim Nuclear Power Station on Cape Cod Bay- Petitioned Article

Whereas, the high-level nuclear waste will remain at Pilgrim for decades or more in dry casks that present safety concerns, each holding half the radioactive cesium released at Chernobyl;

Whereas, the spent fuel pool remains full and is vulnerable to terrorist attack or accident that could cause radioactive contamination rendering our communities uninhabitable;

Whereas, due to lack of proper security on the property, there has been open access beyond the posted 'No Trespassing' signs to within line-of-sight of dry cases and spent fuel pool;

Whereas, during decommissioning, the Nuclear Regulatory Commission has abdicated its responsibility to protect the public by approving exemptions requested by new Pilgrim owner Holtec for reduced offsite liability insurance, cybersecurity, and offsite emergency planning;

Whereas, safety is a human right;

Whereas, citizens of the Town of Truro find this to be an unacceptable threat to our health and safety and must be resolved in the most timely manner;

Therefore, shall the people of the Town of Truro direct the local government to communicate to Governor Baker and the State Legislature to employ all means available to ensure that: (1) spent nuclear fuel is secured in better quality dry casks and hardened onsite, storage; and (2) spent fuel pool and casks are protected with heightened security to prevent intrusion in order to protect the health, welfare, and economic interests of the Town of Truro and its inhabitants and visitors?

or take any other action relative thereto.

Requested by the Select Board

Petitioner Comment: This was submitted by petition for consideration at Town Meeting for inclusion as a non-binding public advisory question for the 2020 spring Town Ballot.

Select Board Comment: This was submitted by petition for consideration at the 2020 Annual Town Meeting and can be considered by Town Meeting as a non-binding advisory vote. The Select Board voted at their August 25, 2020 meeting to include the 2020 Annual Town Meeting petitioned articles on a subsequent special or annual Town Meeting as Select Board articles.

Select Board Recommendation			
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ARTICLE X

#### Article X: Resolution in Support of Changing the State Flag & Seal of Massachusetts-Petitioned Article

To see if our Town, Truro, will support the following resolution to ask the governor to appoint a committee to change the Massachusetts State Flag, Motto, and Seal:

#### Resolution in Support of Changing the State Flag & Seal of Massachusetts

Whereas the history of the State of Massachusetts is replete with instances of conflict between the European Colonists and the Native Nations of the Region, who first extended the hand of friendship to the Colonists on their shores in 1620, and helped them to survive starvation during the settlers' first winters on their land:

Whereas members of the Native Nation for whom the State of Massachusetts is named were ambushed and killed by Myles Standish, first commander of the Plymouth Colony, in April of 1623, barely two years after the Pilgrims arrived on their shores;

Whereas the naked Colonial broadsword brandished above the head of the Native man on the Massachusetts State Flag and Seal is modeled over Myles Standish's own broadsword, borrowed from the Pilgrim Hall in Plymouth by the illustrator Edmund Garrett in 1884;

Whereas the belt binding the Native's cloak on the Flag and Seal is modeled after a belt worn by Metacomet, known to the English as King Philip, who was among the Wampanoag leaders who resorted to a mutually destructive war in 1675-76 in defense of Native lands against Euro-Colonial encroachment;

Whereas the proportions of the body of the Native man in the Flag and Seal were taken from a Native skeleton kept in Winthrop, the bow modeled after a bow taken from a Native man shot and killed by a colonist in Sudbury in 1665, and his features taken from a photograph of an Ojibwe chief from Great Falls, Montana, considered by the illustrator to be a "fine specimen of an Indian," though not from Massachusetts;

Whereas the history of relations between Massachusetts since Colonial times and the Native Nations who continue to live within its borders includes the forced internment of thousands of so-called "praying Indians" on Deer Island, in Boston Harbor, where they died by the hundreds of exposure in 1675, their subsequent enslavement in Boston, Bermuda, and the Caribbean Islands, the offering of 40 pounds sterling as bounty for the scalps of Native men, women and children in Massachusetts beginning in 1686, increased to 100 pounds sterling for the scalps of Native adult males by 1722, half that amount for Native women and children;

Whereas Native Nations within the boundaries of Massachusetts were kept in a state of serfdom, and their members legally considered incompetent wards of the state until the nonviolent action of the so-called Mashpee Rebellion of 1833 led to the granting of Native self rule by the Massachusetts legislature in 1834, as if the sovereign right of Native self-government was the Massachusetts legislature's to confer;

Whereas Native Americans were legally prohibited from even stepping foot into Boston from 1675 until 2004, when that law was finally repealed;

Whereas the 400th anniversary of the landing of the Euro-Colonists at Plymouth Plantation, which gave rise to the long chain of genocidal wars and deliberate policies of cultural

ARTICLE X

destruction against Native Nations of this continent, is approaching in the year 2020, affording every citizen of the Commonwealth a chance to reflect upon this history and come to a new awareness of a better relationship between the descendants of the Euro-Colonial immigrants and the Native Nations of the Commonwealth;

Whereas the land area now known as the Town of Truro shares a rich Native history with modem tribal Nations like the Mohican, the Abenaki, and tribal groups like the Sokoki and the Pocumtuck and the Wampanoag who frequented this area for thousands of years before the first colonial settlers arrived.

Now, therefore, BE IT RESOLVED that the Town of Truro hereby adopts this resolution in support of H.2776 and S.1877, a "Resolve Providing for the creation of a Special Commission relative to the Seal and Motto of the Commonwealth," and requests that Representative Paul Mark and Senator Jo Comerford continue their strong advocacy and support for the aforementioned Resolve (H.2776 and S.1877) in the General Court, and that the Joint Committee on State Administration and Regulatory Oversight, after holding a public hearing on the Resolve report it out favorably, and if the legislation shall pass that the governor shall sign it and work with members of the General Court to ensure its enactment.

or take any other action relative thereto.

Requested by the Select Board

Select Board Comment: This was submitted by petition for consideration at the 2020 Annual Town Meeting and can be considered by Town Meeting as a non-binding advisory vote. The Select Board voted at their August 25, 2020 meeting to include the 2020 Annual Town Meeting petitioned articles on a subsequent special or annual Town Meeting as Select Board articles.

Select Board Recommendation		

ARTICLE X

TWO-THIRDS VOTE

Article X: Charter Amendment to Sections 3-1-1 and 6-4-2- Petitioned Article Whereas the Truro Planning is currently an elected multi-member body;

Whereas the intent of this article is to change the Truro Planning Board to a Select Board appointed multi-member body;

Now, therefore, to see if the Town will vote pursuant to G.L. c.43B, § IO to amend Sections 3-1-1 and 6-4-2 of the Town Charter as set forth below, with strikethrough text to be deleted and **bold underlined** text to be inserted:

- 3-1-1 The membership of the following multi-member bodies shall be elected as follows:
  - A Moderator shall be elected for a three-year term.
  - A Board of Selectmen of five members.
  - A School Committee of five members.
  - A Planning Board of seven members.
  - A Board of Library Trustees of five members, notwithstanding the provisions of Section 10 of Chapter 78 of the General Laws.
  - A Housing Authority of four members in accordance with the General Laws.
  - A fifth member of the Housing Authority shall be appointed by the Commonwealth.
  - A Cemetery Commission of three members.
- 6-4-2 The regulatory multi-member bodies listed below shall be appointed by the Board of Selectmen in accordance with sections 4-3-2 and 6-2-6 of this Charter.

Board of Health Board of Assessors Conservation Commission Zoning Board of Appeals

Planning Board

or take any other action relative thereto.

Requested by the Select Board

Select Board Comment: This article was submitted by petition for consideration at the 2020 Annual Town Meeting. The Select Board voted at their August 25, 2020 meeting to include the 2020 Annual Town Meeting petitioned articles on a subsequent special or annual Town Meeting as Select Board articles.

Select Board Recommendation		
Charter Review Committee Recommendation		

ARTICLE X

#### Article X: Local Room Occupancy Tax Allocation- Petitioned Article

To see if the Town will vote to amend its 4% local room occupancy excise under G.L. c. 64G, §3A by exclusively appropriating 2% of said funds to the Affordable Housing Trust Fund with the remaining 2% going to the General Fund, to take effect on July 1, 2021, or take any other action relative thereto.

Requested by the Select Board

Select Board Comment: This article was submitted by petition for consideration at the 2020 Annual Town Meeting. The Select Board voted at their August 25, 2020 meeting to include the 2020 Annual Town Meeting petitioned articles on a subsequent special or annual Town Meeting as Select Board articles.

Select Board Recommendation		

### Annual Town Meeting - Saturday, May 1, 2021

ARTICLE X

TWO-THIRDS VOTE

#### Article X: Charter Amendment to Section 2-2-4- Petitioned Article

To see if the Town will vote to amend Section 2-2-4 of the Town Charter by adding new language as follows (new language shown **bold underline**), or to take any other action relative thereto.

2-2-4 The Moderator shall appoint a Finance Committee in accordance with the provisions of Chapter 6. The Finance Committee shall act in an advisory capacity to the legislative branch, the Town Meeting. The Moderator shall conduct an open search, selection and appointment process for candidates for new, renewing, and/or vacant seats for the Finance Committee. The Moderator will adhere to the procedures and practices used by the Select Board for appointed, members to Town committees and pursuant to General Law and to Chapter 6 of the Town Charter, as established and amended by Town Vote.

Requested by the Select Board

Select Board Comment: This article was submitted by petition for consideration at Town Meeting.

Petitioner's Comment: The Finance Committee serves an essential and significant role year-round in developing departmental and Town-wide budget(s) for approval annually at ATM Presently, members are appointed at the sole discretion of the Town Moderator in a private process. The public should have an opportunity to apply, make their skills and interests known to the Townspeople as well as the Moderator, and be subject to public interviews and transparent selection processes.

Select Board Recommendation		
Charter Review Committee Recommendation		

ARTICLE X

#### **GENERAL BYLAW ARTICLES**

## Article X: Amend General Bylaws, Chapter 3 Prohibitions on the Use and Sale of Balloons

To see if the Town will vote to amend Chapter 3 of the General Bylaws by adding a new section as follows (new language shown in **bold underline**):

No person shall sell, use or distribute any type of balloon (including, and not limited to, plastic, latex or Mylar balloons) inflated with any type of lighter-than-air gas (including, and not limited to, helium gas). No person shall dispose of any balloon in any manner, including by release into the air, other than being contained in a plastic trash bag and transported to the Transfer Station.

This Bylaw may be enforced through any lawful means in law or in equity, including, but not limited to, non-criminal disposition pursuant to G.L. c. 40, §21D. If non-criminal disposition is elected, then any Establishment or individual violating any provision of this Bylaw shall be subject to the following penalties;

\$50.00 for first offense

\$100.00 for second offense

\$200.00 for third and subsequent offenses.

Each day that such violation continues shall be considered a separate offense.

or to take any other action relative thereto.

Requested by the Select Board

Explanation: This article would prohibit the sale, use, or distribution of helium (or similar) balloons, which often end up as litter on land or in the ocean and can be hazardous to animals and marine life.

Select Board Recommendation		

ARTICLE X

# Article X: Amend General Bylaws, Chapter 3 Municipal Single-Use Plastic Bottle Ban

To see if the Town will vote to adopt the following as a general bylaw and to insert it into the Chapter 3 of the General Bylaws (new language shown in **bold underline**):

The purchase by the Town of Truro of either water or any other beverage in singleuse plastic bottles of any size is prohibited and the sale of water or any beverage in single-use plastic containers is prohibited on town property.

Any Town department when engaged in public health and safety operations shall be exempt from this Bylaw.

Effective date: As soon as practicable but no later than September 1, 2020.

In the event of a declaration (by Emergency Management Director, or other duly-authorized Town, Commonwealth, or United States official) of an emergency affecting the availability and/or quality of drinking water for Truro residents the Town shall be exempt from this Bylaw until seven (7) calendar days after such declaration has ended.

or to take any other action relative thereto.

Requested by the Select Board

Explanation: A municipal plastic bottle ban was initiated in 2019 and has been adopted by 11 of the 15 towns in Barnstable County as of year-end 2019.

Select Board Recommendation		

ARTICLE X

#### **ADVISORY ARTICLES**

Article X: Reduction of Truro's Net Greenhouse Gas Emissions to Zero by 2050 To see if the Town will vote to adopt the following policy objective:

Be it resolved that the Town of Truro recognizes that the climate emergency is leading to rising seas, deadly storms, floods, dangerous heat waves, prolonged droughts, wild fires, ocean warming and acidification, and other adverse consequences. This poses a threat to the health, safety, and economic security of the Town and its residents. The Town of Truro therefore adopts as its policy the objective of reducing Truro's net greenhouse gas emissions to zero by 2050 at the latest, and requests the Select Board to direct all officers and departments of the Town to take such immediate measures within the scope of their respective responsibilities and authority as may be necessary and prudent to implement this policy,

or to take any other action relative thereto.

Requested by the Climate Action Committee

Climate Action Committee Comment: This policy builds on climate resolutions passed at the 2013 Annual Town Meeting ("The citizens of Truro commit ourselves to meeting our individual and collective responsibility in the face of the increasing climate crisis by adopting energy efficiency and conservation practices"), and at the 2019 Annual Town Meeting, establishing a Town of Truro Climate Action Committee.

Reaching net zero emissions is defined as eliminating all greenhouse gas emissions by all known means, and capturing the remaining emissions by various means, such as planting species known for their ability to capture and sequester these emissions.

Achieving net zero emissions will require all sectors of our community—government, businesses, and citizens—to work together toward that goal.

Select Board Comment: This was submitted by the Climate Action Committee for consideration at Town Meeting and can be considered by Town Meeting as a non-binding advisory vote.

Select Board Recommendation		

ARTICLE X

#### **Article X: Advisory Vote on the Use of Automated Tabulator**

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

Requested by the Select Board

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

Select Board Recommendation		

Agenda Item: 6G1

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Amend General Bylaws, Chapter 3 Municipal Single-Use Plastic Bottle Ban (From 2020)

#### **PETITIONED ARTICLES**

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Resolution in Support of Changing the State Flag & Seal of Massachusetts- Petitioned Article (From 2020)

Charter Amendment to Sections 3-1-1 and 6-4-2- Petitioned Article (From 2020)

Local Room Occupancy Tax Allocation- Petitioned Article (From 2020)

Charter Amendment to Section 2-2-4- Petitioned Article (From 2020)

#### **NEW PETITIONED ARTICLES**

Amend Zoning Bylaw §40.2 Accessory Dwelling Unit

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Amendment to Charter Chap 3 & Chap 6 - Make Zoning Board of Appeals an Elected Board

Amendment to Charter Chap 3 & Chap 6 – Make Board of Health an Elected Board

Tax Transparency of Financial Articles in Excess of \$50,000.00

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Add New Section to General By-laws- Truro Clean Water Fund

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Advisory Vote on the Use of Automated Tabulator (From 2020)



# **TOWN OF TRURO**

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

#### 7. CONSENT AGENDA

- A. Review/Approve and Authorize Signature:
- B. Review and Approve 2021 Business Licenses:
- C. Review and Approve Seasonal Alcohol Licenses:
- D. Review and Approve Select Board Minutes: February 8, 2021 Budget Task Force

Consent Agenda Item: 7D

Budget Task Force Meeting Monday, February 8, 2021 at 5:00pm Via GoToMeeting Platform

**Select Board Members Present:** Chair-Robert Weinstein, Vice Chair-Kristen Reed, Clerk-Susan Areson, Janet Worthington, Stephanie Rein

Finance Committee Members Present: Chair-Robert Panessiti, Vice Chair-Richard Wood, Steven Roderick

Finance Committee Members Absent: Lori Meads, Raphael Richter

**Others Present:** Town Manager-Darrin Tangeman, Assistant Town Manager-Kelly Clark, Town Accountant-Trudi Brazil, Interim Treasurer-Mary McIsaac.

Chair Weinstein called the meeting to order at 5:00pm and read off instructions for citizens to join the meeting.

Finance Chair Panessiti called the Finance Committee meeting to order at 5:01pm.

Discuss/Review FY2022 Budget for the following Departments:
Overall Budget
Outstanding and unresolved items
Other Departments as Necessary

Town Manager Tangeman opened with Mary McIsaac from the Clerk/Treasurer/Tax Collector Office. She walked the group through the Clerk/Treasurer/Collector budget.

Finance Chair Panessiti asked how old the aged receivables are on the taxes Interim Treasurer McIsaac is attempting to collect on. Interim Treasurer McIsaac stated a lot of the taxes go back into the 1990's. Some have stayed on the books for a reason they call "owners unknown" which is a very specific process for billing that requires a condition of the DOR. When you bill an owner unknown, they generally don't get the bill and it doesn't get paid. The office has approximately 248 of those bill types that go back for decades. She then explained the process to resolve the bill, via a land of low value auction. While there may be 248 bills, there are only about 20 involved parcels.

Interim Treasurer McIsaac discussed the benefits section of the budget. Finance Chair Panessiti asked about the increase in the Barnstable County Retirement Assessment section, which Interim Treasurer McIsaac explained. Town Accountant Brazil then went over workers compensation, unemployment insurance, group life insurance, and the municipal liability insurances. Chair Weinstein asked Town Accountant Brazil to speak to the year-over-year amount in Group Health Insurance (Town Share) and the 13.85% increase. Interim Treasurer McIsaac stated that staff projected adding enrollments to the Town's share for health insurance to include people who may be hired to vacancies that may need family plans. Tied to this question, Finance Member Wood said that in doing the math, it looks like the Town is expecting to hire approximately 6-8 people. He asked Town Manager Tangeman to discuss. Town Manager Tangeman stated that this would be for positions that have not yet been filled and are still vacant. Those positions would include the Treasurer/Collector position, the Clerk position, and the Town Planner position. Town Accountant Brazil added that this was not solely based on unfilled positions. There is also a cost increase to the existing staff

plans. Assistant Town Manager Clark added that this increase also includes a contingency for new membership due to qualifying life events. Member Areson believes it would be helpful to identify that there are some new positions and then there are positions that already exist that we'll be filling. She'd like to know how many are new positions. Town Manager Tangeman said this is one of the lines they can pull out of the budget for the 16<sup>th</sup> and have more detail for the Budget Task Force.

Town Manager Tangeman then went over the budget for vacation, sick leave, and employee buy-outs. This covers both collective bargaining agreements and other negotiations. He then reviewed the COLA budget. Hearing no questions he moved along to the Cable TV Advisory budget and then over to the Planning Department budget. Member Reed asked if there was a current open search for a Town Planner. Town Manager Tangeman has something he'd like to bring before the Select Board to discuss as an option for hiring. Member Reed then asked if he expected Ms. Sturdy's work in assisting the Planning Department to continue or if the new Planner would be able to take on more of her duties and her work would be allocated to other tasks. Town Manager Tangeman believes she'll be maintaining most of the current tasks of her position. Town Manager Tangeman noted that the ZBA budget has minimal changes. He then noted the increase in Town Hall Operations budget in the leases line item due to a new wide format scanner. Member Areson thought that the Planning Board was looking at reducing the number of paper copies that had to be submitted with various applications. Member Worthington wanted to say that there will be an article coming to Town Meeting, from the Planning Board, regarding reducing the number of steps and plans needed. Town Manager Tangeman added that at their next meeting there will be a discussion about credit card fees. Member Reed asked if the group could have a total for Town absorbed in credit card fees for last year. Town Manager Tangeman said that data would be prepared.

The Annual Town Report and Annual Town Meeting Warrant budget was a level budget with no changes.

Town Manager Tangeman continued his review with no changes to the Energy budget.

The Allocated Communications Fund has a \$504 reduction.

The Unallocated Energy Fund has two small increases which result in a 2.5% increase.

The Municipal Postage budget has increased due to the cost of postage rising. A postage machine lease is due to expire and will need to be replaced.

The Human Services budget has a small increase and is close to being level funded.

The Water Resources Oversight Committee budget has some reductions. This Committee is part of a discussion the Select Board will be having in March regarding consolidation of some boards/committees. Finance Member Wood asked what the \$14,000 amount in the 2021 original budget was targeted for. Town Accountant Brazil stated that the request came in for an amount (for water testing, engineering, and surveying) but she does not know what happened to any of those functions, as they were not pursued. Even though the Veteran's Services budget increased, the assessment for Truro went down. Town Accountant Brazil wished to remind everyone that the State reimburses the Town 75% for the benefits that we do afford to Town-resident Veterans. Chair Weinstein asked how the Bureau Fees were allocated and what they're allocated for. Town Manager Tangeman will send out the update for them to review.

The Commission on Disabilities budget is level funded.

The Bike and Walkways Committee is also level funded.

The Historical Commission is level funded as well.

#### A few things stood out to Chair Weinstein:

- Open positions and whether positions are actively being advertised.
- He'd like more granular detail on what will happen in the Clerk/Treasurer/Tax Collector's Office.

• A future discussion is needed regarding the Planning Department and the Planner. He'd like some indication of what the expenditures have been.

Town Manager Tangeman would like to discuss his proposal with the Select Board regarding the Planning Department. As for the Clerk/Treasurer/Tax Collector's Office, the intent is to break out the Treasurer/Tax Collector and Clerk positions into two. He has a reorganization plan that he'd like to present to the Select Board.

Member Areson pointed out that there are a number of new positions requested in the various budgets, or the filling of positions that had existed and people have left. She's hoping that the Town Manager will be covering all of those during the discussion, including the Health and Conservation Department, the Council on Aging, and the Recreation Department.

Town Manager Tangeman said that there are a number of positions which he has not mentioned. He added that the intent for the meeting of the 16<sup>th</sup> is to also bring to the Select Board any new positions so they can see the justification behind those requests. His concern with adding new positions or eliminating old positions is the current period of Covid which may skew the data. There are increases in certain activities, such as permitting, and a drop-off in other activities. That doesn't mean that those activities are going away.

Member Worthington asked if they were going to review the Lower Cape Ambulance budget. Town Manager Tangeman believes the allocation was discussed at an earlier meeting. Finance Member Roderick, speaking on behalf of Lower Cape Ambulance, gave the group a brief overview.

Finance Member Roderick then spoke on behalf of the Chamber of Commerce, of which he is also a member. He explained that years ago, the Chamber worked with the Town Manager to come up with a plan where they would ask for a consistent 10% of the rooms tax. There was a large spike this year because of the new shortterm rental tax. From the Chamber's budgeting standpoint, they need to go back and discuss their budgeting strategy now that short-term rental tax dollars are included in the rooms tax assessment. The Chamber tries to deliver as many services as it possibly can but with the small number of paying business members it is difficult. He feels the \$20,000 increased ask, in a year where the Town has seen significant increases in areas, is a lot of money. He asked if it would be appropriate to ask for a 2% increase over what they had received this year. Member Areson would not be in favor of an overall percentage of the rooms tax, simply because of the ups and downs. The question would be, what is a fair contribution from the Town. Town Accountant Brazil specified that the Town is not allowed to simply make a donation. The project that was supported by the agreement with the Chamber was to offset the cost of producing the booklet. There was a concerted effort, by the Chamber, to expand their hours, to upgrade their booth, and she thinks it's expanded beyond that. She agrees that it would be good to come up with a format that everyone is comfortable with. She thinks that simply determining that 10% of the rooms tax can go to the Chamber seems counterintuitive to what the Town is trying to do in terms of reducing the budget and increasing revenues. Finance Member Wood said to consider the Chamber as if it is a Department. Further discussion was held.

Town Manager Tangeman wanted to touch upon a question Chair Weinstein had asked earlier about the assessment for the Veterans. It is based on equalized valuations tied to the proposed budget of Veterans' Services. He shared an FY2022 Member Assessments document from the District Department of Veterans' Services which better explains the assessment for Truro.

Town Manager Tangeman went over what the next budget meeting topics would be. It was agreed to hold the next budget meeting on February 16, 2021 at 10:00am.

Member Areson made a motion to adjourn at 6:37pm. Member Reed seconded. So voted; 5-0-0, motion carries.

Finance Chair Panessiti made a motion to adjourn at 6:37pm. Member Wood seconded. So voted; 3-0-0, motion carries.

Respectfully submitted,

Noelle L. Scoullar

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