



**AMENDED**

## **Truro Select Board Remote Meeting**

**Tuesday, January 24, 2023**

**Regular Meeting-5:00pm**

### **REGULAR MEETING**

<https://meet.goto.com/837740885>

1-866-899-4679 Access Code: 837-740-885

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: 837-740-885 or you may join the meeting from a computer, tablet or smartphone by entering the follow URL into your web browser:**

<https://meet.goto.com/837740885> 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. INTRODUCTION TO NEW EMPLOYEES-NONE**

#### **4. BOARD/COMMITTEE/COMMISSION APPOINTMENTS-NONE**

#### **5. STAFF/ COMMITTEE UPDATES-NONE**

#### **6. TABLED ITEMS-NONE**

#### **7. SELECT BOARD ACTION**

A. Review and Possible Adoption of a Proposed Whole Government Approach to Addressing the Impact of Climate Change

Presenter: Carol Harris, Climate Action Committee Chair

*A quorum of the Climate Action Committee and/or the Energy Committee may be present for this Agenda Item*

B. Condominium Conversion of Bay Point Condominium Association, located at 660 Shore Road

Presenter: Emily Beebe, Health and Conservation Agent

C. Review and Possible Approval of Curb Cut: 12 North Pamet Road

Presenter: Jarrod Cabral, DPW Director

D. Town Report Cover and Dedication Discussion

Presenter: Darrin Tangeman, Town Manager

E. Set Open and Closing Dates for 2023 Annual Town Meeting Warrant and Discussion on Potential Location and Date of the 2023 Annual Town Meeting

Presenter: Darrin Tangeman, Town Manager

#### **8. CONSENT AGENDA**

A. Review/Approve and Authorize Signature: None

B. Review and Approve Appointment Renewals: None

C. Review and Approve Chequessett Chocolate-Common Victualer License

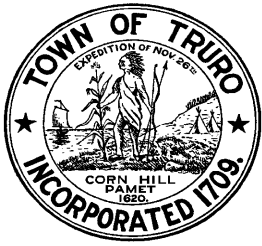
D. Review and Approve Select Board Minutes: None

9. Select Board Reports/Comments

10. Town Manager Report

11. Next Meeting Agenda: January 31, 2023 Budget Task Force; February 14, 2023 Budget Task Force; February 14, 2023 Regular Meeting

\*Amendment to presenter for item 7A



# TOWN OF TRURO

## Select Board Agenda Item

**BOARD/COMMITTEE/COMMISSION:** Climate Action Committee and Energy Committee

**REQUESTOR:** Carol Harris, Climate Action Chair & Brian Boyle, Energy Committee Chair

**REQUESTED MEETING DATE:** January 23, 2023

**ITEM:** Review and Possible Adoption of a Proposed Whole Government Approach to Addressing the Impact of Climate Change

**EXPLANATION:** Addressing the effects of climate change in Truro requires a collaborative effort between municipal staff, elected officials, boards, and committees. The Climate Action Committee and the Energy Committee prepared a draft policy memorandum titled “Whole Government Approach to Climate Change” for the Select Board’s review, discussion and possible adoption. The chairs of both committees will be present to answer questions about the draft policy.

**FINANCIAL SOURCE (IF APPLICABLE):** Not applicable

**IMPACT IF NOT APPROVED:** Truro will not have collaborative and coordinated actions across the municipality, boards, and committees to respond to climate change. Lack of action will impact the health and safety of residents, loss of revenues to the town and businesses, loss of property, and threat to potable water. Failure to adopt the Whole Government Approach makes Truro vulnerable to the impacts of climate change.

**SUGGESTED ACTION:** *Motion to adopt the Whole Government Approach Policy and Authorize the Board to sign electronically.*

**ATTACHMENTS:**

1. Draft Policy Memorandum on Whole Government Approach to Climate Change

**POLICY MEMORANDUM # \_\_\_\_\_**

**Subject: Whole Government Approach to Climate Change**

**1. Introduction**

The purpose of this Policy Memorandum is to recognize that addressing the effects of climate change in Truro requires a collaborative effort between Truro’s municipal staff, elected officials, and boards and committees. The Climate Action and Energy committees have proposed a Whole Government Approach to help the Town prepare for and respond to the impact of climate change.

**2. Whole Government Approach**

The Town of Truro recognizes that effective climate leadership requires the integration of climate change mitigation and adaptation into daily operations, decision- making, and planning for our municipality. The Truro Town government is committed to taking the lead on implementation of this approach and the integration of climate change mitigation and adaptation throughout all Town Departments, boards, and committees and will focus on three specific areas to achieve this:

• **Governance**

Integrate climate change mitigation and adaptation goals, metrics, and evaluation criteria into Town planning and administration, including staff and department training, evaluations, and budgeting.

• **Education**

Work with educators, parents, students, the School Board, and the State to bring climate education curricula into schools and student activities.

• **Resilience**

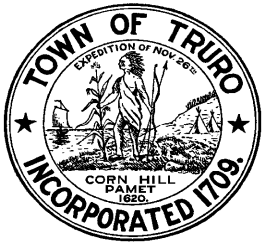
Prepare businesses and residents for the adverse impacts of climate change through education and preparedness planning.

### **3. Departmental Responsibilities**

One of the first objectives is to align Town Departments' responsibilities with the goals of the Climate Action Plan as it evolves and identify any areas where municipal activities may be in conflict with the goals of the Plan.

This process will result in the incorporation of a climate strategy into the goals of every Town Department's operations and planning.

DRAFT



# TOWN OF TRURO

## Select Board Agenda Item

**DEPARTMENT:** Health and Conservation

**REQUESTOR:** Emily Beebe, Health Agent

**REQUESTED MEETING DATE:** January 24, 2023

**ITEM:** Condominium Conversion – Bay Point Condo Association

**EXPLANATION:** Bay Point Condominium Trust, a Truro Condominium located at 660 Shore Road is requesting conversion from seasonal to year-round use per [§40.3 Conversion of Cottage or Cabin Colony, Motor Court, Motel or Hotel](#). The amended Zoning By-Law allows existing condominiums to convert to year-round use if the condominiums meet building, health and safety codes.

The Bay Point Condominium was created May 15, 1997, and restricted to seasonal use pursuant to its covenant. They have revised the covenant and all units completed the year-round conversion inspections. All 5 Units are ready to proceed to year-round occupancy and have brought all health, conservation, safety, and building corrections into compliance. The process then requires the vote of the Board of Selectmen to approve removing the seasonal covenant.

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

**IMPACT IF NOT APPROVED:** Bay Point Condominium will not gain year-round status and will remain seasonal.

**SUGGESTED ACTION:** Motion to approve the year-round use and removal of the seasonal covenant for Bay Point Condominium, a Truro Condominium located at 660 Shore Road.

**ATTACHMENTS:**

1. Master Deed
2. Provincetown Water Department Checklist
3. Condo Conversion Application Step 1
4. Condo Conversion Application Step 2
5. Release of Covenant

Bk 18865 Pg 107 #58951  
07-27-2004 @ 08:39a

**MASTER DEED**  
**OF**  
**THE BAY POINT CONDOMINIUM**

**FRED E. SATERIALE, Trustee of The Anchorage Realty Trust** under a Declaration of Trust dated May 15, 1997, and recorded with the Barnstable County Registry of Deeds in Book 10751, Page 166, with an address of P. O. Box 392, Provincetown, Barnstable County, Massachusetts (hereinafter referred to as the "Declarant"), as owner of the premises located at 660 Shore Road, North Truro, Barnstable County, Massachusetts, hereinafter described, by duly executing and recording this Master Deed, does hereby submit said premises to the provisions of Chapter 183A of the General Laws of Massachusetts and proposes to create, and hereby does create with respect to said premises, a condominium (the "Condominium") to be governed by and subject to the provisions of Chapter 183A, and to that end declares and provides the following:

**1. Name**

The name of the Condominium shall be **THE BAY POINT CONDOMINIUM.**

**2. Description of Land**

The premises which constitutes the Condominium is located at 660 Shore Road (Route 6A), North Truro, Barnstable County, Massachusetts, such land, together with the buildings and improvements thereon is shown on the plan of **THE BAY POINT**

CONDOMINIUM, prepared by William N. Rogers Registered Civil Engineers and Land Surveyors, filed with the Barnstable County Registry of Deeds in Plan Book 592 , Page 59 , being more particularly described on Exhibit "A" attached hereto. Buildings A, B and C and the improvements now existing thereon are hereafter referred to as Phase I of the Condominium. Phase II of the Condominium, to be added pursuant to the provisions of Section 9 hereof, consists of the building and area labeled "Reserved for Phase II" as shown on said site plan together with the buildings and improvements hereinafter to be erected and/or renovated thereon.

### 3. Description of the Buildings

Phase I of the Condominium consists of three (3) buildings.

The three (3) buildings in Phase I contain a total of three (3) units, each is of wood frame construction having wooden bearing walls, wooden floors, concrete block foundations and crawl space walls, wood shingle sidings, asphalt shingle roofs and cement block chimneys. Buildings A, B and C are each one (1) story in height with a storage loft area.

### 4. Designation of Condominium Units

The three (3) buildings in Phase I have been divided into three (3) units, Units 1, 2, and 3, respectively. Units 1, 2 and 3 are to be used solely for residential purposes. Common area and facilities have been provided for these units. Such units are more particularly described as to designation, location, number of



rooms, approximate area and immediately accessible common area and facilities in Exhibit "B" attached hereto and on the floor plans of **THE BAY POINT CONDOMINIUM** depicting Units 1, 2 and 3.

Each of the Units 1, 2 and 3 in Buildings A, B and C respectively contain and include a living room/dining room, kitchen, two (2) bathroom, two (2) bedrooms and a washer/dryer area on the first floor and a loft and storage areas on the loft level with each containing an area of approximately 1582 sq. ft. Each of the Units obtains access from a main entrance door to an exclusive use covered deck. Unit 1 will be granted an exclusive use easement for the covered deck, deck area, wooden walkway and yard area located on the northwesterly, southwesterly and southeasterly sides of the Unit as shown on the site and floor plans. Unit 2 will be granted an exclusive use easement for the covered deck, decks, wooden walkways and yard areas located on the northeasterly, northwesterly, southwesterly and southeasterly sides of the Unit all as shown on the site and floor plans. Unit 3 will be granted an exclusive use easement for the covered deck, deck, wooden walkways and yard areas located on the northerly, westerly, southerly and easterly sides of the Units all as shown on the site and floor plans.

The Owner of any Unit may at any time and from time to time change the use and designation of any room or space within such Unit, subject always to the provisions of Sections 11 and 12 hereof, and may, subject to the provisions of the next sentence, modify, remove and install non-bearing walls lying wholly within

such Unit. Any and all work with respect to installation of interior non-bearing walls or other improvements shall be done in a good and workmanlike manner pursuant to a building permit duly issued therefor (if required by law) and pursuant to plans and specifications which have been submitted to and approved by the Trustees of **THE BAY POINT CONDOMINIUM TRUST**, hereinafter referred to, which approval shall not be unreasonably withheld or delayed.

**5. Boundaries of the Units**

The floor, ceiling, wall and other boundaries of each of the Units are as follows:

**a. Floors**

The lower surface of the wood subflooring of the building.

**b. Ceilings**

The plane of the upper surface of the ceiling joints of the uppermost ceiling of the Unit, except that the entire skylight fixture, including the frame and glass shall be considered part of the Unit.

**c. Interior Walls**

The vertical planes of the innermost unfinished surfaces of the interior walls dividing the unit from the other units and common areas and facilities.

**d. Exterior Walls**

The vertical planes of the outermost surfaces of the exterior building walls.

**e. Doors and Windows**

As to the doors, the exterior surface thereof; as to the windows, the exterior surface of the glass and window frames and windows.

There are no interior common walls in the Condominium.

Notwithstanding any other provisions of this Master Deed, the Condominium Trust, the By-Laws and the rules and regulations promulgated pursuant thereto, no Unit Owner shall have the right to raise the roof or extend the exterior walls outward of his respective Unit in order to create additional building space.

Each of the Buildings in Phase I contains one (1) unit and, only for purposes of maintenance, repair and upkeep as hereinafter provided, each of such Buildings shall not be considered to contain any common areas, other than utility services, if any, running from Building to Building within the Condominium, and the entire Building is to be considered part of the respective Unit located therein for such purposes. For purposes of maintenance, repair and upkeep only as hereinafter provided, the entire Building constitutes the Unit and shall be maintained and repaired solely by the owner thereof.

Any and all expenses for the maintenance, upkeep, repair and replacement of the exterior walls, supports, foundation and roofs of any of the Buildings containing Units in Phase I of the Condominium shall not be a common expense of all Units but shall be the sole expense of the owner or owners of the Unit located in such Building. In the event that a Unit Owner fails to maintain any exterior portion of the building or roof in which his Unit is located, the Trustees of **THE BAY POINT CONDOMINIUM TRUST** may do so, and the Trustees shall make all final determinations with respect to the necessity for any such repairs, upkeep, maintenance or replacement and assess the cost of the same as hereinafter provided

to the owner or owners of such Unit, which costs shall be added to the common expenses due from such Unit Owner and which shall be enforceable against and collectible from the owner of such Unit in the same manner as other common expenses and charges, the nonpayment of which shall constitute a lien on any such Unit. The exterior portion of all buildings in the Condominium shall be maintained in a color, style and appearance as specified by the Trustees of **THE BAY POINT CONDOMINIUM TRUST** and no Unit Owner shall make any change to the color, style or appearance of the exterior portions of the Building containing such Unit except as specified by the said Trustees.

**6. Common Areas**

The Common Areas and Facilities of Phase I of the Condominium shall consist of the following to the extent that the same are not included within a Unit or Units:

- a. Parcel A of the land described in Exhibit "A" together with the benefit of and subject to the rights and easements referred to in Exhibit "A";
- b. The reversionary estate in the area labeled "Reserved For Phase II" as shown on the Condominium Site Plan recorded herewith after termination of the Phasing Lease recorded herewith and subject to the provisions of Section 9 hereof;
- c. Except as otherwise provided in Section 5, the foundations, structural columns, girders, beams, supports, exterior walls, party walls and common walls and roofs of the buildings;
- d. All conduits, ducts, pipes, plumbing, wiring, chimneys, flues and other facilities for the furnishing of utility services which are contained in portions of the buildings contributing to the structure or support thereof, and all such facilities contained within any unit which serve parts of the Condominium other than the unit within which

such facilities are contained, and the right to use all such facilities which are situated on the premises and are leased to or otherwise subject to the use and disposition of the Trustees of **THE BAY POINT CONDOMINIUM TRUST**;

- e. The yards, lawns, beach area, driveways, plants and walkways and the improvements thereon and thereof (subject to such exclusive rights and easements appurtenant to Units as are hereinabove set forth and as may be established pursuant to provisions hereinafter set forth);
- f. The septic systems serving the Condominium premises and all pipes, lines and connections thereto located outside of a unit;
- g. The parking spaces shown on the site plan and designated thereon with a number, provided, however, that each of the Units will be granted an easement for the exclusive use of two parking spaces by Declarant which easement shall be and remain appurtenant to the Unit for the purposes of parking of motor vehicles. Declarant shall grant such exclusive use easements to the particular units by designation thereof in the Unit Deed by which Declarant first conveys such unit.
- h. All other elements and features of the Condominium property, however designated or described, excepting only the Units themselves as herein defined and described, and such additional facilities and common areas as may be defined in said Chapter 183A.

The owner or owners of each Unit, hereinafter called the "Unit Owner" shall be entitled to an undivided interest in the Common Areas and Facilities and shall be subject to:

- a. The terms and provisions of this instrument and of the By-Laws of **THE BAY POINT CONDOMINIUM TRUST**, as defined and described in Section 14 hereof;
- b. Rules and regulations promulgated pursuant thereto with respect to the use thereof; and
- c. The timely making of the payments required to be made in connection therewith.

In addition to and not in limitation of the rights of Unit

Owners as elsewhere herein set forth and as provided in said Chapter 183A, the Owner or Owners of each Unit shall have, as appurtenant to such Unit, the rights and easements, in common with the Owner or Owners of all other Units and subject to like rights and easements appurtenant to such other units, to use the common areas and facilities, including without limiting the generality, walks, paths, conduits, ducts, pipes, plumbing, wiring, chimneys, flues, trash containers and other facilities for the furnishing of utilities and services, subject always, however, to:

- a. The exclusive rights and easements herein granted to particular Units in certain facilities;
- b. The restrictions and other provisions herein set forth; and
- c. Rules and Regulations promulgated by the Board of Trustees of **THE BAY POINT CONDOMINIUM TRUST**.

Notwithstanding the provisions of this Section 6, any and all expenses for the maintenance, upkeep and repair of the covered decks and yard areas for which exclusive use easements are to be granted shall not be a common expense of all units but shall be the sole expense of the owner or owners of the Unit to which such exclusive use easement is granted. The Trustees of **THE BAY POINT CONDOMINIUM TRUST** shall make all final determinations with respect to the necessity for any such repairs, upkeep or maintenance and in the event the Unit Owner shall fail to make such repairs, assess the cost of the same as hereinabove provided to the owner or owners of the respective units which costs shall be added to the common expenses due from such Unit Owner and which shall be enforceable

against and collective from the owner of such Unit, in the same manner as common expenses and charges, the nonpayment of which shall constitute a lien on such unit. The Trustees of **THE BAY POINT CONDOMINIUM TRUST** shall have, and are hereby granted, the right of access at all reasonable times to each Unit for purposes of operation, inspection, protection, maintenance, repair and replacement of common areas and facilities, and correction, termination and removal of acts or things which interfere with the common areas and facilities or are otherwise contrary to or in violation of provisions hereof.

The Trustees of **THE BAY POINT CONDOMINIUM TRUST** shall also have, and are hereby granted, the exclusive right to maintain, repair, replace, add to and alter the paths, walks utility and service lines and facilities, lawns, trees, plants and other landscaping comprised in the common areas and facilities, and to make excavations for said purposes; and except as to areas for which a Unit Owner has an Exclusive Use Easement, no Unit Owner shall do any of the foregoing without the prior written permission of said Trustees in each instance.

If any portion of the common areas and facilities encroaches upon any Unit or any Unit encroaches upon any other Unit or upon any portion of the common areas and facilities as a result of settling or shifting of a building, an easement for the encroachment and for the maintenance of the same so long as the building stands, shall exist. If any building, any Unit, any

adjoining Unit, or any adjoining part of the common areas and facilities shall be partially or totally destroyed as a result of fire or other casualty or as a result of eminent domain proceedings, and then rebuilt, encroachments of part of the common areas and facilities upon any Unit or of any Unit upon any other Unit or upon any portion of the common areas and facilities, due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the subject building shall stand.

**7. Provisions Concerning Exclusive Use Easement Areas**

The grant of exclusive use easements as set forth in this Master Deed is subject to the following conditions and restrictions:

- a. An exclusive use easement is defined as the right to use an exclusive use easement area as shown on the Site Plan to the exclusion of all other units of the Condominium except for that unit which has the benefit of the easement; and
- b. No Unit Owner shall make any use whatsoever of an exclusive use common area as set forth in this Master Deed except for the Unit Owner whose unit has the benefit of an exclusive use easement for the particular area.

The use of exclusive use common areas shall be subject to the provisions of this Master Deed, the terms and conditions of **THE BAY POINT CONDOMINIUM TRUST** and all By-laws and rules and regulations enacted pursuant thereto. In no event shall the owner or owners of any unit which has the benefit of such Exclusive Use Easement Area cause to have erected a fence or other like structure around or upon any such Exclusive Use Easement Area, but nothing in this



paragraph shall prevent the planting of flowers, shrubs or other plants. Further, any Exclusive Use Easement Area located above components of the septic system serving the units in Phase I of the Condominium, including the "Reserve" area is subject to the right of the Trustees of **THE BAY POINT CONDOMINIUM TRUST** to obtain access to the septic system for purposes of inspection, maintenance, repair, pumping and/or replacement thereof.

**8. Plans**

The Site Plan, bearing the verified statement of a registered surveyor that said plan fully and accurately depicts the location of the buildings included in the Condominium, and the Floor Plan of the buildings and units included in the Condominium, showing the layout, location, unit designations and dimensions of the Units, and bearing the verified statement of a registered surveyor that said plans fully and accurately depict the same, are recorded herewith as follows:

**a. Site Plan**

"Plan of Land in (North) Truro, as surveyed for The Anchorage Realty Trust depicting The Bay Point Condominium, Scale 1" = 30 FT., July, 2003, William N. Rogers Professional Civil Engineers & Land Surveyors, 41 Off Cemetery Road, Provincetown, Mass." which plan is recorded in Plan Book 592, Page 59.

**b. Floor Plans**

"Phase I Floor Plan of The Bay Point Condominium in (North) Truro, depicting Units 1, 2 and 3, Scale: 1/4 IN. = 1 FT., July, 2003, William N. Rogers, Professional Civil Engineers & Land Surveyors, Off Cemetery Road, Provincetown, Mass." consisting of three (3) sheets which plans are recorded in Plan Book 592, Pages 60, 61 and 62.

**9. Inclusion of Phase II**

The Declarant reserves the building and parcel of land described in the Condominium Site Plan as "Reserved For Phase II" for the construction of Phase II of this Condominium. Said Phase II shall include either two (2) new cottage style buildings containing a total of two (2) residential units or a renovation of the existing building into six (6) motel style residential units. If so constructed, each of such cottage style units shall be of a design architecturally compatible to that of the units in Phase I, and of a height and size not to exceed the buildings in Phase I. If so renovated, the existing building shall be of a design compatible to that of the units in Phase I. The Declarant reserves and shall have the right, without the consent of any Unit Owner upon the completion of construction or renovation of such buildings, as the case may be, to amend this Master Deed so as to include said Phase II in this Condominium, whereupon the two (2) Units in said cottage style buildings or the six (6) units in the motel style building shall be units in this Condominium, and the common areas and facilities of this Condominium shall include said area, buildings and all and the same elements, features and facilities of the buildings and grounds which are described, defined and referred to in the foregoing Sections hereof as common areas and facilities; provided, however, that if the Declarant has not so amended this Master Deed so as to include said additional Phase in the Condominium on or before (a) December 31, 2012 or (b) such later date within fifteen (15) years after the date hereof

as shall be approved by the Board of Trustees of **THE BAY POINT CONDOMINIUM TRUST**, then the foregoing reserved rights shall terminate and be of no effect with respect to any of said area which shall not then have been so included in the Condominium by such an amendment of the Master Deed. Nothing herein shall be deemed to obligate the Declarant to construct or renovate such building or buildings and so include any of said Phase II in the Condominium.

**10. Interest of Units in Common Areas and Facilities**

Each unit in Phase I of the Condominium shall be entitled to an undivided interest in the common areas and facilities in the percentage specified therefor in Exhibit "C", annexed hereto and made a part hereof, for so long as the only Units in the Condominium are those comprised in said Phase I. From and after the inclusion of Phase II of this Condominium, pursuant to and in accordance with provisions of the foregoing Section, the percentages to which Units in Phase I are entitled shall be reduced accordingly, and shall at all times be in accordance with the provisions of said Chapter 183A and distributed among the Units then included in the Condominium in fair and equitable proportions. To that end, the percentages of undivided interest in the common areas and facilities to which the Units in Phase I shall be entitled after the inclusion of Phase II of the Condominium shall be determined in the manner hereinafter specified, to wit:

- a. Upon the inclusion of Phase II of the Condominium as aforesaid the percentage of such undivided interest shall be distributed among the Units then included in the

Condominium in accordance with the provisions of said Chapter 183A in a fair and equitable proportion. said percentages shall be set forth in a revised Exhibit "C" to the Master Deed amendment by which Phase II is incorporated into the Condominium.

#### 11. Purposes

The buildings and each of the three (3) Units in Phase I are intended for any residential use as allowed by this Master Deed, the Condominium Trust, By-Laws and applicable laws. The Declarant may, until all of said Units have been sold by said Declarant:

- a. Lease units which have not been sold for use for residential occupancy; and
- b. Use any units owned by Declarant as models for display purposes for the sale or leasing of units.

#### 12. Restrictions on Use of Units

Unless otherwise permitted by instrument in writing duly executed by the Trustees of **THE BAY POINT CONDOMINIUM TRUST** pursuant to the provisions of the By-Laws thereof:

- a. No Unit shall be used other than solely for residential purposes as a one-family type or single household unit, said use to be in conformity with the provisions of a Condominium Declaration of Covenant dated September 25, 2002, recorded with the Barnstable County Registry of Deeds in Book 18865, Page 99 .
- b. No Unit shall be used or maintained in a manner contrary to or inconsistent with the By-Laws of **THE BAY POINT CONDOMINIUM TRUST** and regulations which may be adopted pursuant thereto.
- c. The architectural integrity of the buildings and the Units shall be preserved without modification, and to that end, without limiting the generality, no awning, screen, antenna, sign, banner or other devise and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to any Unit or any part thereof; no addition to or change or replacement (except, so far as practicable, with identical kind) of any exterior light,

door knocker, or other exterior hardware, exterior Unit door or door frames shall be made, and no painting or other decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window; provided however, that the provisions of this subparagraph (c) shall not restrict the right of any Unit Owner to decorate the interior of his Unit(s) as he may desire so long as such Unit Owner shall in no way whatsoever after, remove or otherwise modify any structure components of his Unit(s).

- d. Dogs, cats or other customary household pet animals or birds not to exceed two (2) in number may be kept in any Unit only by the Owner of such Unit, provided, however, that they are not in such number or type as to be noisome or offensive to occupants of other Units, and shall be suitably leashed or caged whenever they are on the Condominium premises outside the interior of any Units. In no event shall any tenant or guest of a Unit Owner keep any such animal or bird in any Unit, unless so authorized in writing by the Trustees.
- e. All use and maintenance of such Units shall be conducted in a manner consistent with the comfort and convenience of the occupants of other Units and in accordance with provisions with respect thereto from time to time promulgated by said Trustees.

Said restrictions shall be for the benefit of the Owners of all of the Condominium Units and the Trustees of **THE BAY POINT CONDOMINIUM TRUST** as the persons in charge of the common areas and facilities, shall be enforceable solely by said Trustees, and shall, insofar as permitted by law, be perpetual; and to that end, may be extended by said Trustees at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No such Owner shall be liable for any breach of the provisions of this paragraph except such as occurs during his or her ownership thereof.

### 13. Amendments

Except for the inclusion of Phase II as set forth in

Section 9, which need be executed by the Declarant or his assigns only, this Master Deed may be amended only by an instrument in writing (a) signed by the Owners of Units entitled to seventy-five (75%) percent or more of the undivided interest in the common areas and facilities, (b) signed and acknowledged by a majority of the Trustees of **THE BAY POINT CONDOMINIUM TRUST**, and (c) duly recorded with the Barnstable County Registry of Deeds, PROVIDED HOWEVER, that:

- a. The date on which such instrument is first signed by a Unit Owner shall be indicated thereon as the date thereof and no such instrument shall be of any force or effect unless the same has been so recorded within six (6) months after such date;
- b. No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been so recorded within six (6) months after such date;
- c. No instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled in the common areas and facilities shall be of any force or effect unless the same has been signed by the Owners of the Units whose percentage is changes and said instrument is thereon designated and registered as an Amended Master Deed;
- d. No instrument of amendment affecting any Unit upon which there is a first mortgage of record or a purchase money second mortgage held by the Declarant or his heirs or assigns shall be of any force or effect unless the same shall have been assented to by the holder(s) of such mortgage(s);
- e. No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of said Chapter 183A of the General Laws of Massachusetts shall be of any force or effect.

**14. Managing Entity**

The Trust through which the Unit Owners will manage and regulate the Condominium established hereby is **THE BAY POINT CONDOMINIUM TRUST** under Declaration of Trust dated April 25, 2004, to be recorded herewith. Said Declaration of Trust establishes a membership organization of which all Unit Owners shall be members in which such owners shall have an interest in proportion to the percentage of undivided interest in the common areas and facilities to which they are entitled hereunder. The names and address of the original and present Trustees thereof (therein designated as the Trustees thereof) are as follows:

Fred E. Sateriale	P. O. Box 392 Provincetown, Massachusetts 02657
Fred E. Sateriale, III	P. O. Box 210 Provincetown, Massachusetts 02657

The address of the Trust is:

660 Shore Road  
North Truro, Massachusetts 02652.

Said Trustees have enacted By-Laws, which are set forth in said Condominium Trust, pursuant to and in accordance with provisions of said Chapter 183A of the General Laws of Massachusetts.

**15. Units Subject to Master Deed, Unit Deed and Condominium Trust**

- a. All present and future unit owners, their employees, tenants, guest, patrons and visitors shall be subject to, and shall comply with, the provisions of the Master Deed, the Unit Deed, the Condominium Trust, the By-Laws and the

rules and regulations promulgated pursuant thereto, as they may be amended from time to time, and the items affecting the title to the land as set forth in Sections 2 and 6 above. The acceptance of a deed or conveyance or entering into possession of any Unit shall constitute an agreement that

- (i) the provisions of this Master Deed, the Unit Deed, the Condominium Trust, the By-Laws and the Rules and Regulations promulgated pursuant thereto, as they may be amended from time to time, and the said items affecting title to the land are accepted and ratified by such owner, tenant, visitor, guest, patron, employee or occupant;
  - (ii) all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof and
  - (iii) a violation of the provisions of this Master Deed, the Unit Deed, the Condominium Trust, the By-Laws or the rules and regulations promulgated pursuant thereto by any such person shall be deemed a substantial violation of the duties of the owner of Unit.
- b. The failure of any Unit Owner to comply with any of the provisions of the Master Deed, Condominium Trust, the rules and regulations promulgated thereto and Chapter 183A, shall give rise to a cause of action in the Trustees of said Trust, and any aggrieved Unit Owner, which may then enforce said provisions in any manner permitted by Law, including without limitation, by court action, injunctive relief, and seek damages on behalf of the Trust or individual Unit Owners.

#### **16. Provisions for Protection of Mortgagees**

Notwithstanding anything in the Master Deed, the By-Laws of the Condominium Trust, or the rules and regulations promulgated pursuant thereto to the contrary, the following provisions shall apply for the protection of the holders of the first mortgages



(hereinafter "First Mortgagees") of record with respect to the Units and shall be enforceable by any First Mortgagee:

- a. Any right of first refusal in connection with the sale of a Unit as may be hereafter adopted shall not impair the rights of a First Mortgagee to:
  - (i) foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or
  - (ii) accept a deed (or assignment) in lieu of foreclosure in the event of a default by a mortgagor; or
  - (iii) sell or lease a Unit acquired by the First Mortgagee;
- b. Any party who takes title to a Unit through a foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the By-Laws of the Condominium Trust.
- c. Any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by-law shall not be liable for such Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such Unit by such First Mortgagee unless obligated to pay the same by law;
- d. Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Elements of the Condominium project, unless fifty-one percent (100%) percent of the First Mortgagees (based upon the vote for each first mortgage owned), or seventy-five (100%) percent of the Unit Owners (other than the sponsor, developer, or builder) of the individual Condominium Units have given their written approval, the Condominium Trust and the Unit Owner shall not be entitled to:
  - (i) by any act or omission, seek to abandon or terminate the Condominium except in the event of substantial destruction of the Condominium by fire or other casualty or in the case of taking by condemnation or eminent domain; or
  - (ii) change the pro rata interest or obligations of any individual Unit for the purpose of:

- [a] levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or
  - [b] determining the pro rata share of ownership of each Unit in the Common Elements;
- (iii) partition or subdivide any Unit; or
  - (iv) by any act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements, provided, that the granting of easement for public utilities or for other public purposes consistent with the intended use of the Common Elements shall not be deemed an action for which prior consent of the First Mortgagees shall be required pursuant to this clause; or
  - (v) use hazard insurance proceeds on account of losses to either the Units or the Common Elements for other than the repair, replacement or reconstruction thereof, except as otherwise provided by statute in case of a taking of or substantial loss to the Units and/or Common Elements.
- e. Consistent with the provisions of Chapter 183A, all taxes, assessments and charges which may become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual units and not to the Condominium as a whole;
  - f. In no event, shall any provision of this Master Deed or the By-Laws of the Condominium Trust give a Unit Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or taking of such Unit and/or the Common Elements;
  - g. A First Mortgagee, upon request made to the Condominium Trust shall be entitled to:
    - (i) written notification from the Condominium Trust of any default by its borrower who is an owner of a Unit with respect to any obligations of such borrower under this Master

Deed or the provisions of the By-Laws of the Condominium Trust which is not cured within sixty (60) days;

- (ii) inspect the books and records of the Condominium Trust at all reasonable times;
  - (iii) receive an annual financial statement of the Condominium Trust within ninety (90) days following the end of any fiscal year of the Condominium Trust;
  - (iv) receive written notice of all meetings; and
  - (v) receive prompt written notification from the Condominium Trust of any damage by fire or other casualty to the Unit upon which the First Mortgagee holds a first mortgage or any proposed taking by condemnation of eminent domain of said Unit or the Common Elements.
- h. No agreement for professional management of the Condominium or any other contract with Declarant may exceed a term of two (2) years, and any such agreement shall provide for termination by either party without cause and without payment of a termination fee on thirty (30) days or more written notice.

The Declarant intends that the provisions of this Section 16 shall comply with the requirements of the Federal Home Mortgage Corporation and Federal National Mortgage Association with respect to condominium mortgage loans and all questions with respect thereto shall be resolved consistent with that intention.

The provisions of this Section 16 may not be amended or recorded without the written consent of all First Mortgagees, which consent shall appear on the instrument of amendment as such instrument is duly recorded with the Barnstable County Registry of Deeds.

**17. Conflicts**

If any provisions of this Master Deed shall be invalid or shall conflict with Chapter 183A, as amended, of the General Laws of Massachusetts, or if any provisions of this Master Deed conflicts with any other provisions thereof or with any provisions of the Condominium Trust, then the following rules of construction shall be sued:

- a. In the event of a conflict between the Master Deed or the Condominium Trust and said Chapter 183A as amended, the provisions of Chapter 183A shall control;
- b. The invalidity of any provisions of the Master Deed shall not impair or affect the validity or enforceability of the other provisions of this Master Deed, and such remaining provisions of this Master Deed shall continue in full force and effect as if such invalid provisions have never been included herein;
- c. In the event of any conflict between the preceding Section 16 and any other provisions of the Master Deed or the Condominium Trust, the provisions of said Section 16 shall control.

**18. Waiver**

No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

**19. Captions**

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed nor the intent of any provision hereof.

**20. Definitions**

All terms and expressions used in this Master Deed which are defined in Massachusetts General Laws, Chapter 183A shall have the same meanings here unless the context otherwise requires.

21. The Units and common areas and facilities, and the Unit owners and Trustees of the Condominium Trust, shall have the benefit of and be subject to the provisions of said Chapter 183A of the General Laws of Massachusetts, and in all respects not specified in this Master Deed or in said Condominium Trust and the By-Laws set forth therein, shall be governed by the provisions of said Chapter 183A in their relation to each other and to the Condominium established hereby, including, without limitation, provisions thereof with respect to common expenses, funds and profits, with respect to improvements and rebuilding of common areas and facilities, and with respect to removal of the Condominium premises or any portion thereof from the provisions of said Chapter 183A.

**22. Declarant's Additional Rights; Assignment of Declarant's Rights**

In addition to all other rights of Declarant hereunder, Declarant reserves unto himself, his workmen, servants, agents, contractors and work crews, the following rights to be in full force and effect until the last Unit in Phase II is sold, but in no event shall rights exist for more than **fifteen (15) years** from recording of the Master Deed and Declaration of Trust with the Barnstable County Registry of Deeds:

- a. Access, ingress and egress over and upon the Common Elements, including that deemed by the Declarant to be necessary for marketing purposes, to facilitate the work of painting, improvement and other work in progress or

contemplated by Declarant during normal working hours so long as during summer seasons Declarant does not unreasonably interfere, except in an emergency, with the use of or the normal conduct of business in the Units;

- b. To leave debris resulting from such work in the Common Elements, but only during working periods, provided the same do not endanger safety and provided Declarant removes all such debris as soon as reasonably practicable; and
- c. Access, ingress and egress into and upon the Units of the Condominium during normal working hours upon reasonable notice for the purpose of completing the buildings in Phase II, if necessary.

Declarant, by deed or separate assignment, shall be entitled to assign any and all of his rights hereunder and in the By-Laws at any time, and from time to time, to any person, trust, firm or entity as may be determined by Declarant, or to the Condominium Trust.

IN WITNESS WHEREOF, the said FRED E. SATERIALE, Trustee, has placed his hand and seal this 25<sup>th</sup> day of April, 2004.

  
Fred E. Sateriale, Trustee

COMMONWEALTH OF MASSACHUSETTS

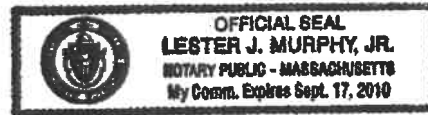
Barnstable ss:

On this 25<sup>th</sup> day of April, 2004, before me, the undersigned notary public, personally appeared FRED E. SATERIALE, TRUSTEE, proved to me through satisfactory evidence of identification, which were *personal knowledge*, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

*Lester J. Murphy Jr*  
Lester J. Murphy Jr Notary Public

My commission expires: *September 17, 2010*

cas:clients\saterial\baypoint.md



**EXHIBIT "A"**

the land together with the buildings and improvements thereon situated in Truro (North ) , Barnstable County, Massachusetts bounded and described as follows:

**LOT 2** containing an area of 83,212 square feet, more or less, as shown on a plan of land entitled "Plan of Land in (North) Truro, as surveyed for Pilgrim Colony Trust, Scale: 1IN. = 30FT., March, 1994, William N. Rogers, Professional Civil Engineers & Land Surveyors, Off Cemetery Road, Provincetown, Mass." which is recorded with the Barnstable County Registry of Deeds in Plan Book 501, Page 76.

The above-described premises are conveyed subject to an easement reserved in Book 9542, Page 111, in favor of the premises shown as LOT 1 on said plan, now being The Pilgrim Colony Condominium, for access over, upon and under portions of the above-described premises for purposes of the use, maintenance, upkeep, repair, pumping and, if necessary, replacement of a sanitary subsurface sewerage disposal system located within the said LOT 2 and serving certain of the structures located on LOT 1, including the right of the Declarant of the Master Deed of the Pilgrim Colony Condominium and his assigns to install and connect additional units into said sewerage disposal system.

The above-described premises are conveyed subject to and with the benefit of the non-exclusive easements set forth in Exhibit "A" to the Master Deed of The Pilgrim Colony Condominium dated July 15, 1994, recorded with said Registry in Book 9289, Page 225.

The above-described premises are conveyed subject to and with the benefit of a Condominium Declaration of Covenant dated September 25, 2002, recorded in Book 18865, Page 99 , as well as a Notice of Special Permit recorded in Book 18865 , Page 106 .

The above-described premises are conveyed subject to a Condominium Phasing Lease recorded in Book 18865 , Page 169 .

Property Address: 660 Shore Road  
North Truro, MA

For Declarant's title see the deed of Vincent J. Cottone dated October 31, 2001, recorded with the Barnstable County Registry of Deeds in Book 14393, Page 324.



**EXHIBIT "B"**

Building Designation	Unit Designation	Approximate Square Area	Foot Area	Number and Designation of Rooms	Immediately Accessible Common Areas and Facilities
A	1	1582 sq.ft.±		Eight (8) rooms including living room/dining room, kitchen, washer/dryer area, two (2) bedrooms and two (2) bathrooms on first floor and loft and storage areas in loft area	Main entrance door to exclusive use covered porch to exclusive use ground to common area ground.
B	2	1582 sq.ft.±		Eight (8) rooms including living room/dining room, kitchen, washer/dryer area, two (2) bedrooms and two (2) bathrooms on first floor and loft and storage areas in loft area	Main entrance door to exclusive use covered porch to exclusive use ground to common area ground.
C	3	1582 sq.ft.±		Eight (8) rooms including living room/dining room, kitchen, washer/dryer area, two (2) bedrooms and two (2) bathrooms on first floor and loft and storage areas in loft area	Main entrance door to exclusive use covered porch to exclusive use ground to common area ground

## EXHIBIT "C"

Unit Designation	Percentage Interest in Common Areas and Facilities	
	Phase I	Phase II with two 2) cottage Units
1	30.60%	21.60%
2	33.50%	23.70%
3	35.90%	25.30%
4		14.70%
5		14.70%
Total	100.00%	100.00%

Phase II  
with six (6) motel units

1	21.60%
2	23.70%
3	25.30%
4	4.90%
5	4.90%
6	4.90%
7	4.90%
8	4.90%
9	4.90%
Total	100.00%

**TRUSTEE'S CERTIFICATE**

**THE ANCHORAGE REALTY TRUST**

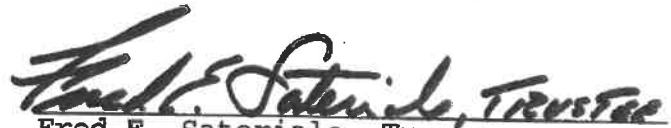
The undersigned, **FRED E. SATERIALE, Trustee of The Anchorage Realty Trust** under a Declaration of Trust dated May 15, 1997, and recorded with the Barnstable County Registry of Deeds in Book 10751, Page 166, with an address of P.O. Box 392, Provincetown, Massachusetts, hereby on oath certify that:

1. The undersigned is the sole Trustee of the Trust.
2. Said Trust has not been altered, amended, revoked or terminated.
3. That all of the beneficiaries of the Trust are of full legal age and are competent.
4. Pursuant to said Trust, and as authorized and directed by all the beneficiaries, I as Trustee, have full power and authority to execute the Master Deed of The Bay Point Condominium, to convert the premises at 660 Shore Road (Route 6A), North Truro, MA. to a condominium form of ownership.

The undersigned Trustee has full power and authority pursuant to the terms of said Trust to execute such documents and instruments as the Trustee shall deem necessary in order to effectuate the above-described transaction.

Further your deponent sayeth not.

Signed under the penalties of perjury this 25<sup>th</sup> day of April, 2004.

  
Fred E. Sateriale, Trustee

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

On this 25<sup>th</sup> day of April, 2004, before me, the undersigned notary public, personally appeared FRED E. SATERIALE, TRUSTEE, proved to me through satisfactory evidence of identification, which were *personal knowledge*, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

*Lester J. Murphy Jr*  
Lester J. Murphy Jr, Notary Public

My commission expires: *September 17, 2010*

ec:clients\sateriale\trustee.cert



**TOWN OF PROVINCETOWN**

**Department of Public Works  
Buildings & Grounds Division  
Engineering Division  
Highway Division  
Sanitation Division  
Transfer Station/Recycling Center  
Water & Sewer Division**

Richard J. Waldo, P.E., Director  
Steven H. Wlodkowski, Deputy Director  
Shery Prada, Operations Director  
Cody J. Salisbury, Water Superintendent



Veterans Memorial Community Center

**2 Mayflower St., Room 74**

Mail: 260 Commercial Street

Provincetown MA 02657

Phone: 508.487.7060

FAX: 508.487.4675

<http://www.provincetown-ma.gov>

[rwaldo@provincetown-ma.gov](mailto:rwaldo@provincetown-ma.gov)

[swlodkowski@provincetown-ma.gov](mailto:swlodkowski@provincetown-ma.gov)

[sprada@provincetown-ma.gov](mailto:sprada@provincetown-ma.gov)

[csalisbury@provincetown-ma.gov](mailto:csalisbury@provincetown-ma.gov)

September 29, 2020

Deborah Cavalier  
58 Robbins Road  
Watertown, MA 02472

**Re: 660 Shore Rd. Units 1-5 (North Truro) Water Service Inspection for Year Round Condo Feasibility**

Dear Ms. Cavalier:

The Town of Provincetown Water Department has performed an inspection of the current water service and meter arrangement at the above-referenced property. The purpose of the inspection was to determine the feasibility of year-round occupancy of the condominium unit within the building(s) in accordance with the Town of Truro regulations. **The Water Department technician determined the unit was suitable for year-round occupancy.** Please note the Water Department is only inspecting aspects related to the water service and meter(s); a licensed plumber should be consulted in order to evaluate interior domestic plumbing.

Should you have any further questions please do not hesitate to contact me.

Very truly yours,

Cody J. Salisbury  
Water Superintendent



# PROVINCETOWN WATER DEPARTMENT

## TRURO YEAR ROUND CONDOMINIUM REQUEST – WATER SERVICE SUITABILITY CHECKLIST

SERVICE ADDRESS: 660 SHORE RD.

DATE OF INSPECTION: 9-22-20

Are the units individually metered? YES

Is the meter(s) located in the building or a pit? If in the building, is water meter and service entrance protected from freezing? Pit

Are there individual shut-off valves, distribution manifold, or valve pit for each unit located *before* (upstream) each water meter on the property? If a single condominium unit within a building or parcel is requesting year round service, isolation valves must exist *before* (upstream) each meter. YES

Is the water service approximate bury depth sufficient to protect from freezing (standard is 4 feet)? ? YES

Is current water service compliant material (CTS polyethylene meeting AWWA C901 Standards)? YES ?

*Provincetown Water Dept. role is to inspect water service & meter location only for suitability of year-round use. Provincetown Water Dept. does not inspect domestic plumbing systems located downstream of the meter location. A licensed plumber shall be consulted for evaluation.*

Bernard J. Matongo  
Provincetown Water Dept. Technician

N.O.T.S.  
Property Owner/Owner's Representative

PAID 1149 \$500

BUILDING DEPARTMENT TOWN OF TRURO

TOWN OF TRURO

RECEIVED 24 Town Hall Road PO Box 2030 Truro, MA 02866 508-349-7004

Tel (508)-349-7004 Fax (508)-349-5508

Step 1- Pre Application

Condominium Conversion Application

Date: August 22, 2020

Establishment Name: Bay Point Condominiums

Property Address: 660 Shore Rd, North Truro

Mailing Address: PO Box 976, North Truro MA 02864

Designated representatives: Cheryl Silvennail & Debbie Cavalier

Telephone: [Redacted]

Email: [Redacted]

Unit #'s Going Year-Round:

1, 2, 3, 4, 5

Unit #'s Staying Seasonal

0

Property Compliance Checklist- preliminary file research

Health

- Current Title V inspection report
105 CMR 410 - Minimum Standards for Human Habitation - general compliance

Conservation

- If any required site work is in a resource area or buffer zone make proper filings with Truro Conservation Commission
Are there any open Orders that need to be closed with application for Certificate of Compliance?

Site and Utilities

- Water - If on town water provide sign-off from Provincetown Water Department regarding suitability of on-site distribution system for year-round use.
Gas - individually metered units if source is common tank
Electric - units are individually metered

Building (based on 780 CMR - 9th edition)

- Egress, light and ventilation - compliant with R102.6.4
Bedroom and basement emergency escape and rescue openings - compliant with R310
Energy - compliant with Ch. 11 and 2015 IECC 505 w/ appendix AA (stretch code)

Notes

Judy Weimer
JudyWeimer@yahoo.com

Title 5 inspections 10/16 2022
Systems 1 + 2

75-690, unit 3

2006 Paul Brodeur 10x10 shed

2 septic systems
Serving 5 buildings
each bldg @ 2 BRs

1 system from 1993
for 2 bldgs closest
to shore Rd

2 system for 3
newer bldgs; this
septic system was
built in 2002.

Passed inspr in 7/27/2

- Fire protection – compliant with R313 and R314. For multifamily units (3 or more per building) compliance with 2015 IBC, Ch. 9, with MA amendments.
- Fire separation assemblies – for single and two unit dwellings compliant with R302 and for multiunit buildings compliant with Ch. 7
- Laundry connection per 248 CMR 10.10(o), properly connected to septic system
- Install 1.6 gallons/flush toilets
- For all gas-fired appliances install code-compliant vents
- Upgrade wall and above-counter electric outlets
- For new circuits install arc-fault circuit breakers
- All kitchen appliances on individual circuits

Other Staff Notes:

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**Applicant acknowledges and understand content of checklist. The checklist hereby becomes part of the Conversion Application**

Signature

*Cheryl R Silvernail*  
*Del & Carl*

print name

*Cheryl R Silvernail*  
*Debbie Cavalier*

date

*8/22/2020*  
*8/22/2020*



The Unit Owners of Bay Point Condominium (660 Shore Rd, North Truro) voted to authorize the following individuals to act as representatives of the Condominium, and further the Unit Owners have agreed to pursue the Step 1 application of the year-round condominium conversion process with the Town of Truro.

The following individuals are authorized to act on behalf of the Bay Point Condominium:

Debbie Cavalier and Cheryl Silvernail

Signed this 22<sup>nd</sup> day of August, 2020, by a majority of trustees

Judy Wimer Unit # 4  
\_\_\_\_\_  
Judy Wimer, Trustee

Cheryl Silvernail Unit 3  
\_\_\_\_\_  
Cheryl R Silvernail, Trustee

Beith Barrett  
\_\_\_\_\_  
Beith Barrett Unit 2  
\_\_\_\_\_  
, Trustee

**PAID** 119 \$150

# Step 2: Condominium Conversion Application

Date: October 13, 2020

Establishment Name: Bay Point Condo Assn.

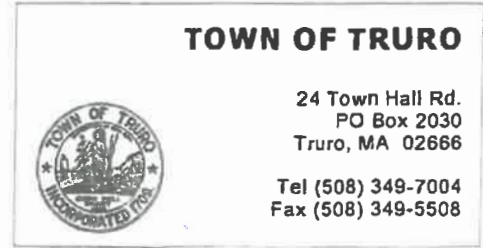
Property Address: 660 Shore Road, Truro, MA 02562

Mailing Address: 58 Robbins Road, Watertown, MA 02472

Designated representatives: Debbie Cavalier, owner unit 2/Assn. manager, and Cheryl Silvernail, owner unit 3

Telephone: Debbie: 617-308-7940 Cheryl: 413-588-6014

Email: dcavalier@aol.com rianasilver@yahoo.com



BUILDING DEPARTMENT  
TOWN OF TRURO

OCT 21 2020

RECEIVED BY:

Please identify the type of conversion being sought:

- Existing Cottage Colony/Motel to seasonally restricted use (year-round manager's unit allowed)
- Existing Cottage Colony/Motel to year-round use (full property or individual units)
- Existing Condominium to year-round use (full property or individual units)

Current number of: 5 Units 10 Bedrooms

Unit #'s Going Year-Round: 5

Unit #'s Staying Seasonal: 0

Proposed number of: 5 Units 10 Bedrooms

*[Handwritten Signature]*  
Applicant Signature

10/15/20  
Date

Submit the following documents in support of this application:

- Completed Declaration of Covenant (for newly created condominiums –seasonal or year-round use)
- Completed Modification/Removal of Covenant (existing condominiums)

Parking plan (newly created condominiums)

*approved by Building Commissioner in 2002*

approved:

*[Handwritten Signature]* 12/27/2022  
Building Commissioner *Health* date

Septic Plan (if required by Health Dept.)

approved:

*[Handwritten Signature]* 10-11-22  
Health Agent *Building Commissioner* date

Current Septic System Inspection Report

\_\_\_\_\_ date

\_\_\_\_\_ year of installation

Property Compliance Checklist from Step 1 – Pre Application

**Comments of the Health Agent**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Health Agent

\_\_\_\_\_ date

**Comments of the Building Commissioner**

New CO issued referencing the year-round units versus the seasonally restricted units.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Building Commissioner

\_\_\_\_\_ date

The Town of Truro, as represented by its Select Board shall execute the attached Covenant subject to the successful completion of the required actions outline in the Condominium Conversion Process.

This application has been approved by the undersigned:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Select Board

\_\_\_\_\_ date

**Bay Point Condo Association**

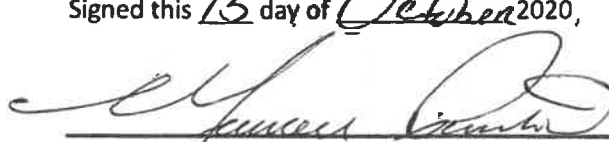

**Step 2 Condominium Conversion Vote**

The undersigned being Trustees of the Bay Point Condominium Trust, under a Declaration of Trust dated May 15, 1997, and recorded with the Barnstable County Registry of Deeds in Book 1075, Page 166, hereby certify that the following vote was unanimously adopted in connection with the modification of the Declaration of Covenant to allow for the year-round occupancy of Units 1-5 .

“The owners of Units 1-5 agree to be solely responsible for undertaking and completing all required upgrades and improvements to their own units to convert to year-round occupancy. We further certify that the owners of Units 1-5, representing 100% interest in the common areas and facilities by vote dated Oct. 15, 2020 (vote by email), approved the Condominium Conversion filings for Units 1-5.”

Attached hereto are copies of the portions of the Master Deed and Declaration of Trust regarding amendments confirming that the requisite percentage for amendments to those documents is 75%.

Signed this 15 day of October 2020,

   
\_\_\_\_\_  
Trustee Signature

Maureen Santos Kerry S. Hennessy  
\_\_\_\_\_  
Trustee Printed name

**Bay Point Condo Association**

**Step 2 Condominium Conversion Vote**

The undersigned being Trustees of the Bay Point Condominium Trust, under a Declaration of Trust dated May 15, 1997, and recorded with the Barnstable County Registry of Deeds in Book 1075, Page 166, hereby certify that the following vote was unanimously adopted in connection with the modification of the Declaration of Covenant to allow for the year-round occupancy of Units 1-5 .

"The owners of Units 1-5 agree to be solely responsible for undertaking and completing all required upgrades and improvements to their own units to convert to year-round occupancy. We further certify that the owners of Units 1-5, representing 100% interest in the common areas and facilities by a vote dated Oct. 15, 2020 (vote by email), approved the Condominium Conversion filings for Units 1-5."

Attached hereto are copies of the portions of the Master Deed and Declaration of Trust regarding amendments confirming that the requisite percentage for amendments to those documents is 75%.

Signed this 15 day of October, 2020,



Trustee Signature

Beth M. Barrett, Unit 2

Trustee Printed name

**Bay Point Condo Association**

**Step 2 Condominium Conversion Vote**

The undersigned being Trustees of the Bay Point Condominium Trust, under a Declaration of Trust dated May 15, 1997, and recorded with the Barnstable County Registry of Deeds in Book 1075, Page 166, hereby certify that the following vote was unanimously adopted in connection with the modification of the Declaration of Covenant to allow for the year-round occupancy of Units 1-5 .

“The owners of Units 1-5 agree to be solely responsible for undertaking and completing all required upgrades and improvements to their own units to convert to year-round occupancy. We further certify that the owners of Units 1-5, representing 100% interest in the common areas and facilities by vote dated Oct. 15, 2020 (vote by email), approved the Condominium Conversion filings for Units 1-5.”

Attached hereto are copies of the portions of the Master Deed and Declaration of Trust regarding amendments confirming that the requisite percentage for amendments to those documents is 75%.

Signed this 15 day of October, 2020,

Cheryl R Silvernail  
Trustee Signature

Cheryl R Silvernail  
Trustee Printed name

Unit 4

**Bay Point Condo Association**

**Step 2 Condominium Conversion Vote**

The undersigned being Trustees of the Bay Point Condominium Trust, under a Declaration of Trust dated May 15, 1997, and recorded with the Barnstable County Registry of Deeds in Book 1025, Page 166, hereby certify that the following vote was unanimously adopted in connection with the modification of the Declaration of Covenant to allow for the year-round occupancy of Units 1-5.

"The owners of Units 1-5 agree to be solely responsible for undertaking and completing all required upgrades and improvements to their own units to convert to year-round occupancy. We further certify that the owners of Units 1-5, representing 100% interest in the common areas and facilities by vote dated Oct. 15, 2020 (vote by email), approved the Condominium Conversion filings for Units 1-5."

Attached hereto are copies of the portions of the Master Deed and Declaration of Trust regarding amendments confirming that the requisite percentage for amendments to those documents is 75%.

Signed this 15<sup>th</sup> day of October, 2020.

Trustee Signature

*Judy Wimer*

Trustee Printed name

Judy Wimer

Unit 5

**Bay Point Condo Association**

**Step 2 Condominium Conversion Vote**

The undersigned being Trustees of the Bay Point Condominium Trust, under a Declaration of Trust dated May 15, 1997, and recorded with the Barnstable County Registry of Deeds in Book 1075, Page 166, hereby certify that the following vote was unanimously adopted in connection with the modification of the Declaration of Covenant to allow for the year-round occupancy of Units 1-5 .

"The owners of Units 1-5 agree to be solely responsible for undertaking and completing all required upgrades and improvements to their own units to convert to year-round occupancy. We further certify that the owners of Units 1-5, representing 100% interest in the common areas and facilities by vote dated Oct. 15, 2020 (vote by email), approved the Condominium Conversion filings for Units 1-5."

Attached hereto are copies of the portions of the Master Deed and Declaration of Trust regarding amendments confirming that the requisite percentage for amendments to those documents is 75%.

Signed this 15<sup>th</sup> day of October, 2020.

Dale M. Huebner

Trustee Signature

Dale M. Huebner

Trustee Printed name





**Hand Delivered at Truro Town Hall**

Debbie Cavalier  
58 Robbins Road  
Watertown, MA 02472

Nina Richey, Truro Office Assistant  
Truro Town Hall  
24 Town Hall Road  
Truro, MA 02536

October 11, 2022

*Re: Signed/Notarized Affidavits from Bay Point Condo Assn.*

Dear Nina,

As part of the year 'round conversion process for all five homes at Bay Point Condo Association, enclosed are five original, signed/notarized affidavits for the "Release From Declaration of Covenant" document.

I understand the next steps include a meeting to be scheduled with the Board of Selectmen to vote on and ultimately approve our submission package to convert from a seasonal to a year 'round condo association.

Please let me know if you need anything else from our association in order to proceed.

Thank you for all of your help and support throughout this process, Nina.

All the best,



Debbie Cavalier, Manager  
Bay Point Condo Assn.  
660 Shore Road  
Truro, MA 02562

**RELEASE FROM  
DECLARATION OF COVENANT**

RELEASE dated this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by and between the **Bay Point Condominium** (the "Condominium"), having an address of **660 Shore Road, Truro, Massachusetts, 02652**, established pursuant to G.L. c. 183A by a Master Deed recorded with the Barnstable Registry of Deeds in Book 18865, Page 107, as may be amended, and a Declaration of Trust recorded with said Registry of Deeds in Book 18865, Page 137, as may be amended, and the **Town of Truro**, acting by and through its Board of Selectmen, having an address of 24 Town Hall Road, Truro, Massachusetts 02666 (the "Town").

WHEREAS, the Condominium is subject to a Condominium Declaration of Covenant (the "Covenant"), dated July 27, 2004, recorded with the Barnstable Registry of Deeds in Book 18865, Page 99.

WHEREAS, pursuant to the Covenant, the Condominium is restricted to seasonal use, and the Condominium units may not be occupied between November 30 and April 1 of the succeeding year (the "Seasonal Restriction").

WHEREAS, Paragraph 6 of the Covenant states that no amendment, revision, termination or substitution of the Covenant is effective unless the same is assented to in writing by the Inhabitants of the Town of Truro, acting by and through its Board of Selectmen; and

WHEREAS the Town and the **Bay Point Condominium** desire to terminate the Seasonal Restriction as to the Condominium.

NOW, THEREFORE, the Town and the **Bay Point Condominium**, for good and valuable consideration, and on the terms and conditions set forth herein, agree as follows:

1. The Seasonal Restriction affecting the Condominium, as set forth in the Covenant recorded with the Barnstable Registry of Deeds in Book 18865, Page 99, is hereby released, and terminated as to said Condominium.
2. This Release is binding on the heirs, successors and assigns of the parties hereto.

[Signature Pages Follow]

Unit 1

  
Signature

COMMONWEALTH OF MASSACHUSETTS

Plymouth  
~~Barnstable~~, ss.

On this 30<sup>th</sup> day of September, 2020, before me, the undersigned notary public, personally appeared Kerry Hennessy, proved to me through satisfactory evidence of identification, which was MADL to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as the authorized representative of the Bay Point Condominium.



Notary Public

My Commission Expires: 7-27-23



KEVIN M. OVERSTREET  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires July 27, 2023


Unit 2

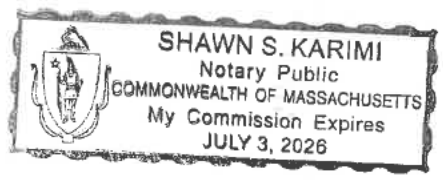
  
Signature

*Middlesex*  
~~Barnstable~~, ss.

COMMONWEALTH OF MASSACHUSETTS

On this 29<sup>th</sup> day of Sept., 2022, before me, the undersigned notary public, personally appeared Deborah L. Cavalier, proved to me through satisfactory evidence of identification, which was Driver's license to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as the authorized representative of the Bay Point Condominium.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: July/03/2026



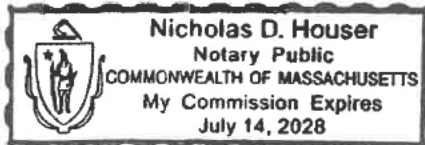
Unit 3

Cheryl Silvernail  
Signature

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this 4<sup>th</sup> day of October, 2022, before me, the undersigned notary public, personally appeared Cheryl Silvernail, proved to me through satisfactory evidence of identification, which was Drivers License to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as the authorized representative of the Bay Point Condominium.



Nicholas D Houser  
Notary Public Nicholas D Houser  
My Commission Expires: July 14<sup>th</sup> 2028

Unit 4

Judy R. Wimer  
Signature

COMMONWEALTH OF MASSACHUSETTS

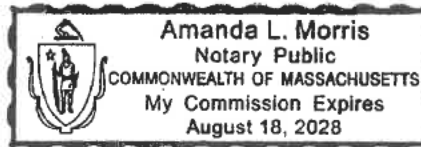
Barnstable, ss.

On this 30<sup>th</sup> day of September, 2022, before me, the undersigned notary public, personally appeared Judy R. Wimer, proved to me through satisfactory evidence of identification, which was MA Dr. Lic. to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as the authorized representative of the Bay Point Condominium.

Amanda L Morris

Notary Public

My Commission Expires:



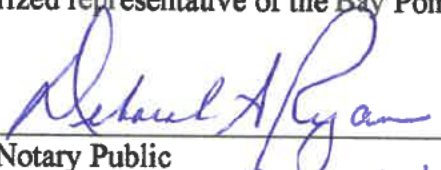
Unit 5

  
\_\_\_\_\_  
Signature

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this 8<sup>th</sup> day of October, 2022 before me, the undersigned notary public, personally appeared Kimberly Rosen, proved to me through satisfactory evidence of identification, which was driver's license to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as the authorized representative of the Bay Point Condominium.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 9/2/2027



**DEBORAH A RYAN**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
September 2, 2027



\_\_\_\_\_  
Bay Point Condominium  
By: \_\_\_\_\_, Trustee

TOWN OF TRURO,  
By Its Select Board

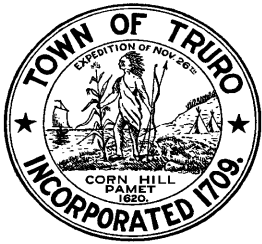
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COMMONWEALTH OF MASSACHUSETTS**

Barnstable, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, member of the Select Board, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose on behalf of the Town of Truro.

\_\_\_\_\_  
Notary Public  
My Commission Expires:



# TOWN OF TRURO

## Select Board Agenda Item

**DEPARTMENT:** DPW

**REQUESTOR:** Jarrod J. Cabral, DPW Director

**REQUESTED MEETING DATE:** January 24, 2023

**ITEM:** Review and Possible Approval of Curb Cut: 12 North Pamet Road

**EXPLANATION:** Homeowner has submitted a curb cut application for a curb cut as part of new construction for a single-family home. The Board first considered this curb cut at the November 9, 2022 meeting.

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

**IMPACT IF NOT APPROVED:** Curb cut will not be installed, and building permit will not be issued.

**SUGGESTED ACTION:** *Motion to approve the new curb cut application for 12 North Pamet Road and authorize the Chair to sign electronically.*

**ATTACHMENTS:**

1. Application for curb cut application; Email correspondence; Memo from Avalon; Septic System Design Plan; Proposed Driveway Section
2. Curb Cut Policy #28
3. Select Board Minutes of 11.09.2022

TOWN OF TRURO  
APPLICATION FOR A CURB CUT PERMIT

*Note: This permit application must be accompanied by a plan. If this permit is being applied for by someone other than the Owner of the property, the owner's signature must appear at the bottom of the application.*

Date: 10-14-2022

To the Select Board  
24 Town Hall Road  
P. O. Box 2030  
Truro, MA 02666

BUILDING DEPARTMENT  
TOWN OF TRURO  
OCT 25 2022  
RECEIVED BY

RCUD 2022OCT25 AM 12:37  
ADMINISTRATIVE OFFICE  
TOWN OF TRURO

Re: APPLICATION FOR A CURB CUT

Dear Board Members:

The applicant(s) hereby make application for a curb cut as follows:

Owners Name(s) (Please Print): Timothy McNulty (12 North Pamet LLC)

Address: 10 North Pamet Road, Truro MA 02666

Phone Number: \_\_\_\_\_

Email Address: tim@ptownlobsterpot.com

Curb Cut Street Location: 12 North Pamet Road, Truro MA 02666

Affected Town or State road: North pamet road

Truro Assessor's Map Number: 51 Parcel Number: 2

Name of contractor: Avalon Building Systems, Paul Oliveira

Contractor Phone Number: 781-828-2100

Contractor Email: info@avalonbuilding.com

Reason/explanation: New modular construction of 29' cape house

I/we hereby agree to the terms and conditions as outlined in this policy and attached Exhibits:

Applicant's Signature: Olivia Ketchum (Avalon Building Systems)

Owner's Signature (if different): Timothy McNulty Date: 10-14-22

Owner's Address (if different): 10 North Pamet road, truro ma

**FOR TOWN STAFF/BOARD USE ONLY**

**DEPARTMENT APPROVALS**

Building Commissioner Approval

Approved

Disapproved

Building Permit Number

16

Date

  
Building Commissioner

Chief of Police Approval

Approved

Disapproved

Not Applicable

Date 10/28/2022

  
Chief of Police

Fire Chief Approval

Approved

Disapproved

Not Applicable

Date

  
Fire Chief

Health & Conservation Agent Approval

Approved

Disapproved

Not Applicable

Date

Health & Conservation Agent  
Public Works Director Approval

Approved

Disapproved

Not Applicable

10/25/2022

Date

  
Public Works Director

Town Manager Approval

Approved

Disapproved

Date 11/4/2022

  
Town Manager

Board Approval

Approved

Disapproved

Date

Select Board Chair

**ADDITIONAL APPROVALS (if required)**

Planning Board Approval (if required)

Approved

Disapproved

Not Applicable

Date

Planning Board Chair  
Mass Highway Referral (if required)

Date

Forwarded

Signature

Date

**PROPERTY ADDRESS**

**FOR TOWN STAFF/BOARD USE ONLY**

**CERTIFICATION OF COMPLIANCE/FINAL APPROVAL**

<b><u>Public Works Director Declaration of Compliance</u></b>		
<i>I have inspected the property located at _____ and found the work requested on the Application for a Curb Cut dated _____ to be in compliance with the Select Board Policy #28 - Curb Cut Policy.</i>		
_____ Public Works Director	_____ Date	
<b><u>Building Commissioner Final Approval</u></b>		
_____ Approved	_____ Disapproved	Certificate of Occupancy _____
_____ Building Commissioner	_____ Date	

**PROPERTY ADDRESS** \_\_\_\_\_



# TRURO POLICE



344 ROUTE 6 / P.O. BOX 995  
TRURO, MASSACHUSETTS 02666  
PHONE (508) 487-8730 / FAX (508) 487-8736  
[WWW.TRURO-MA.GOV/TRURO-POLICE-DEPARTMENT](http://WWW.TRURO-MA.GOV/TRURO-POLICE-DEPARTMENT)

JAMIE M. CALISE  
CHIEF OF POLICE

**To:** Jarrod Cabral, DPW Director  
**From:** Jamie M. Calise, Chief of Police  
**Re:** Curb Cut Application  
12 North Pamet Rd.  
**Date:** January 17, 2023

---

As requested, I made a second visit to 12 North Pamet Rd. with respect to the pending curb cut application. This visit occurred during November, 2022.

My reviews of the plan and the curb cut location revealed that the proposed curb cut does not create any identifiable impediments for law enforcement access to the home or property.

Should you have any questions, please contact me.

Thank you.

/s/ Jamie M. Calise

Jamie M. Calise  
Chief of Police



TRURO FIRE RESCUE  
344 ROUTE SIX, P.O. BOX 2013  
TRURO, MASSACHUSETTS 02666

**Timothy J Collins**  
**Fire Chief**

**Telephone (508) 487-7548**  
**Facsimile (508) 487-6708**

To: Truro Select Board  
From: Tim Collins/ Fire Chief  
Date: 18 January 2022  
Re: Proposed curb cut 12 North Pamet Road

I have reviewed the plans and visited (on multiple occasions) the site with the DPW Director. I find no public safety concerns with the roadway or access for emergency vehicles with the proposed curb cut as shown on the engineered plan

## Noelle Scoullar

---

**From:** Jarrod Cabral  
**Sent:** Friday, January 13, 2023 7:15 AM  
**To:** Noelle Scoullar; Nicole Tudor  
**Subject:** FW: Truro Select Meeting curb cut 12 North Pamet Rd  
**Attachments:** image001.png; Curb cut policy\_28\_curb\_cut\_policy\_june\_14\_2022\_\_1.pdf; Curb Cut 7C1 Curb Cut Information 12 North Pamet.pdf; 12 North Pamet meetnig minutes.pdf

Good morning, can you please include this email in the packet for the 12 No Pamet Rd curb cut application.

Thanks – Jarrod

Jarrold J. Cabral  
Director  
Department of Public Works  
Truro MA 02666  
Office (508) 214-0400  
Email [jcabral@truro-ma.gov](mailto:jcabral@truro-ma.gov)

**From:** Jarrod Cabral  
**Sent:** Monday, January 9, 2023 1:34 PM  
**To:** Darrin Tangeman <[dtangeman@truro-ma.gov](mailto:dtangeman@truro-ma.gov)>  
**Cc:** Kelly Clark <[ksclark@truro-ma.gov](mailto:ksclark@truro-ma.gov)>; Tim Collins <[TCollins@truro-ma.gov](mailto:TCollins@truro-ma.gov)>; Jamie Calise <[JCalise@truro-ma.gov](mailto:JCalise@truro-ma.gov)>; Rich Stevens <[rstevens@truro-ma.gov](mailto:rstevens@truro-ma.gov)>  
**Subject:** FW: Truro Select Meeting curb cut 12 North Pamet Rd

Good afternoon, I have reviewed the meeting minutes from the November 9<sup>th</sup> SB meeting and watched the meeting. The new information answers the Boards questions

The plan is/was stamped by an engineer and also had/has the topo with the driveway called out.  
The engineer circled the driveway on the new set of plans and added the slope calculations.  
The engineer also added the distances between the neighboring driveways.  
The updated packet and application have emails from me, the two chiefs and Rich with comments – **no hazard to public safety has been identified by staff**

Let me know when you want to review – Thanks – Jarrod

Jarrold J. Cabral  
Director  
Department of Public Works  
Truro MA 02666  
Office (508) 214-0400  
Email [jcabral@truro-ma.gov](mailto:jcabral@truro-ma.gov)

**From:** Jarrod Cabral  
**Sent:** Friday, January 6, 2023 4:09 PM  
**To:** Darrin Tangeman <[dtangeman@truro-ma.gov](mailto:dtangeman@truro-ma.gov)>; Kelly Clark <[ksclark@truro-ma.gov](mailto:ksclark@truro-ma.gov)>  
**Subject:** Fwd: Truro Select Meeting curb cut 12 North Pamet Rd



Hello, the engineer and property owner are planning on being at the meeting. Read below

Thanks - Jarrod

Sent from my iPhone

Begin forwarded message:

**From:** Jarrod Cabral <[icabral@truro-ma.gov](mailto:icabral@truro-ma.gov)>  
**Date:** January 6, 2023 at 9:53:00 AM EST  
**To:** Olivia Ketchum <[Olivia@avalonbuildingsystems.com](mailto:Olivia@avalonbuildingsystems.com)>, [jason@jcellisdesign.com](mailto:jason@jcellisdesign.com),  
[tim@ptownlobsterpot.com](mailto:tim@ptownlobsterpot.com)  
**Cc:** Darrin Tangeman <[dtangeman@truro-ma.gov](mailto:dtangeman@truro-ma.gov)>, Kelly Clark <[ksclark@truro-ma.gov](mailto:ksclark@truro-ma.gov)>  
**Subject:** RE: Truro Select Meeting curb cut 12 North Pamet Rd

Good morning, please see attached curb cut policy and the curb cut information that has been submitted to be included in the Select Board packet for the Boards review. I would like to point out that only the Select Board can grant a variance for a second curb cut on the same property. Feel free to call with any questions, my direct line is below – Thanks – Jarrod

Page 2 Curb Cut Policy

One (1) curb cut is permitted on each property. The Select Board may grant a variance from this limit upon demonstration of site-specific need.

Jarrod J. Cabral  
Director  
Department of Public Works  
Truro MA 02666  
Office (508) 214-0400  
Email [icabral@truro-ma.gov](mailto:icabral@truro-ma.gov)

**From:** Jarrod Cabral  
**Sent:** Friday, January 6, 2023 9:29 AM  
**To:** Nicole Tudor <[ntudor@truro-ma.gov](mailto:ntudor@truro-ma.gov)>; Noelle Scoullar <[nscoullar@truro-ma.gov](mailto:nscoullar@truro-ma.gov)>  
**Cc:** Olivia Ketchum <[Olivia@avalonbuildingsystems.com](mailto:Olivia@avalonbuildingsystems.com)>; [jason@jcellisdesign.com](mailto:jason@jcellisdesign.com);  
[tim@ptownlobsterpot.com](mailto:tim@ptownlobsterpot.com)  
**Subject:** FW: Truro Select Meeting curb cut 12 North Pamet Rd

Good morning, for the Select Board meeting on January 10 please be sure to send meeting invites to the folks copied in the email.

Thanks – Jarrod

Jarrod J. Cabral  
Director

Department of Public Works  
Truro MA 02666  
Office (508) 214-0400  
Email [icabral@truro-ma.gov](mailto:icabral@truro-ma.gov)

**From:** Olivia Ketchum <[Olivia@avalonbuildingsystems.com](mailto:Olivia@avalonbuildingsystems.com)>  
**Sent:** Thursday, January 5, 2023 11:51 AM  
**To:** Jarrod Cabral <[icabral@truro-ma.gov](mailto:icabral@truro-ma.gov)>  
**Subject:** Truro Select Meeting

Hello Jarrod,

I just wanted to check in and confirm that we will be in the meeting for 1/10/22 for 12 North Pamet Road for the McNulty's.

Is it possible to share the zoom link with the homeowner and JC Ellis when available?

Also, for this to have the best possible outcome, is there anything else that you think we should have prepared to discuss? Or anyone else that should be on the call?

Sincerely,

Olivia Ketchum  
Designer/Project Manager  
[olivia@avalonbuildingsystems.com](mailto:olivia@avalonbuildingsystems.com)  
Avalon Building Systems  
560 Turnpike Street  
Canton, MA 02021  
Phone: 781-828-2100  
Fax: 781-828-1050  
[www.avalonbuildingsystems.com](http://www.avalonbuildingsystems.com)

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

## Jarrold Cabral

---

**From:** Rich Stevens  
**Sent:** Monday, December 12, 2022 1:59 PM  
**To:** Jarrod Cabral  
**Subject:** RE: 12 North Pamet

Jarrod,  
Proposed curb cut location looks ok to me. It actually looks to be a better location than the existing.  
Rich

**From:** Jarrod Cabral <jcabral@truro-ma.gov>  
**Sent:** Thursday, December 8, 2022 1:43 PM  
**To:** Tim Collins <TCollins@truro-ma.gov>; Jamie Calise <JCalise@truro-ma.gov>; Rich Stevens <rstevens@truro-ma.gov>  
**Cc:** Emily Beebe <EBeeBe@truro-ma.gov>; Darrin Tangeman <dtangeman@truro-ma.gov>; Kelly Clark <ksclark@truro-ma.gov>; Barbara Carboni <bcarboni@truro-ma.gov>  
**Subject:** 12 North Pamet

Good afternoon, attached you will find the updated curb cut application with the curb cut slope percentage included. Please note that the Select Board is the only approval authority in terms of approving two curb cuts on the same parcel. Do you see any safety concerns regarding the proposed curb cut or any safety concerns with 12 North Pamet having two curb cuts. The existing curb cut serves the abutting property at 10 North Pamet which is owned by the same family, there is no easement required. I will include your responses in the Select Board packet for the January 13<sup>th</sup> meeting, and as a reminder the curb cut policy has changed so I attached the policy for your review.

Thanks – Jarrod

Jarrold J. Cabral  
Director  
Department of Public Works  
Truro MA 02666  
Office (508) 214-0400  
Email [jcabral@truro-ma.gov](mailto:jcabral@truro-ma.gov)

## Jarrood Cabral

---

**From:** Jamie Calise  
**Sent:** Tuesday, December 13, 2022 10:20 AM  
**To:** Tim Collins; Jarrod Cabral; Rich Stevens  
**Subject:** RE: 12 North Pamet

Thank you, Jarrod.

I made second visit to the property in November, 2022. From a law enforcement perspective, I have no comments to provide about the proposed plan.

Thanks.

Jamie M. Calise  
*Chief of Police*  
Truro Police Department  
344 Route 6  
Post Office Box 995  
Truro, Massachusetts 02666  
508.487.8730  
[jcalise@truro-ma.gov](mailto:jcalise@truro-ma.gov)



**From:** Tim Collins <[TCollins@truro-ma.gov](mailto:TCollins@truro-ma.gov)>  
**Sent:** Monday, December 12, 2022 2:16 PM  
**To:** Jarrod Cabral <[jcabral@truro-ma.gov](mailto:jcabral@truro-ma.gov)>; Jamie Calise <[JCalise@truro-ma.gov](mailto:JCalise@truro-ma.gov)>; Rich Stevens <[rstevens@truro-ma.gov](mailto:rstevens@truro-ma.gov)>  
**Subject:** RE: 12 North Pamet

I have no issues with the proposed plan

**From:** Jarrod Cabral <[jcabral@truro-ma.gov](mailto:jcabral@truro-ma.gov)>  
**Sent:** Monday, December 12, 2022 11:17 AM  
**To:** Tim Collins <[TCollins@truro-ma.gov](mailto:TCollins@truro-ma.gov)>; Jamie Calise <[JCalise@truro-ma.gov](mailto:JCalise@truro-ma.gov)>; Rich Stevens <[rstevens@truro-ma.gov](mailto:rstevens@truro-ma.gov)>  
**Subject:** FW: 12 North Pamet

Good morning, I'll need your comments no later than this Wednesday.

Thanks – Jarrod

Jarrold J. Cabral  
Director  
Department of Public Works  
Truro MA 02666  
Office (508) 214-0400  
Email [jcabral@truro-ma.gov](mailto:jcabral@truro-ma.gov)

**From:** Jarrod Cabral  
**Sent:** Thursday, December 8, 2022 1:43 PM  
**To:** Tim Collins <[TCollins@truro-ma.gov](mailto:TCollins@truro-ma.gov)>; Jamie Calise <[JCalise@truro-ma.gov](mailto:JCalise@truro-ma.gov)>; Rich Stevens <[rstevens@truro-ma.gov](mailto:rstevens@truro-ma.gov)>  
**Cc:** Emily Beebe <[EBeeBe@truro-ma.gov](mailto:EBeeBe@truro-ma.gov)>; Darrin Tangeman <[dtangeman@truro-ma.gov](mailto:dtangeman@truro-ma.gov)>; Kelly Clark <[ksclark@truro-ma.gov](mailto:ksclark@truro-ma.gov)>; Barbara Carboni <[bcarboni@truro-ma.gov](mailto:bcarboni@truro-ma.gov)>  
**Subject:** 12 North Pamet

Good afternoon, attached you will find the updated curb cut application with the curb cut slope percentage included. Please note that the Select Board is the only approval authority in terms of approving two curb cuts on the same parcel. Do you see any safety concerns regarding the proposed curb cut or any safety concerns with 12 North Pamet having two curb cuts. The existing curb cut serves the abutting property at 10 North Pamet which is owned by the same family, there is no easement required. I will include your responses in the Select Board packet for the January 13<sup>th</sup> meeting, and as a reminder the curb cut policy has changed so I attached the policy for your review.

Thanks – Jarrod

Jarrold J. Cabral  
Director  
Department of Public Works  
Truro MA 02666  
Office (508) 214-0400  
Email [jcabral@truro-ma.gov](mailto:jcabral@truro-ma.gov)

**Emily Beebe**

---

**To:** Jarrod Cabral  
**Cc:** Arozana Davis; Courtney Warren  
**Subject:** Eastern Box Turtle protocol for curb cut  
**Attachments:** NHESP- species data sheet-terrapene-carolina.pdf

Good Morning Jarrod,

The following information has been assembled for the contractor, as the area where this project will occur is documented box turtle habitat.

There are many box turtles in this area because there is meadow habitat, marshy river habitat and wooded upland habitat all in close proximity. Please see some representative pictures of the *eastern box turtle* and the protection protocol below:



- The contractor is hereby notified that the State listed endangered species *eastern box turtle* is likely present within the project limits. This species is protected by State law which prohibits killing, harming, taking, or keeping them in your possession. (Please see the attached species ID sheet.)
- This terrestrial turtle lives in a variety of habitats including woodlands and fields. They overwinter in upland forest, and as temps drop they burrow down into the soft ground.
- Prior to initial grubbing and clearing activities the contractor will need to coordinate with a biologist to inspect the site for possible turtles and clear them from the project area.
- All work being done during the active turtle window of April 1 and November 1 will require precautionary measures be put in place to protect the turtles.
- Precautions shall include maintaining an exclusionary silt fence around the work area during the period between April 1 and November 1. All parking shall be within the exclusionary fencing.
- The contractors and their staff must become familiar with what a box turtle looks like. They are approximately 2-8 inches long and have a high domed shell. They are variable in color, from yellowy-tan to orange to black with various patterns on their shell.
- Any turtle found within the work area shall be photographed by the contractor, then removed from the project work area and placed outside the exclusionary fencing. Photos can be emailed to [ebeebe@truro-ma.gov](mailto:ebeebe@truro-ma.gov)

Thank you for helping us protect this species!

Emily Beebe, RS  
Truro Health & Conservation Agent  
24 Town Hall Road  
Truro, MA 02666



### 12 North Pamet Road Truro MA Curb Cut Application

Site Plans: Attached

Materials for driveway: Crushed Stone

We will create a natural berm at the top right of the driveway along with the hot mixed berm along the property line & curb.

The driveway entrance and exit will be hot mixed and bermed to prevent erosion from 12 North Pamet onto the town road and from the town road into the property.

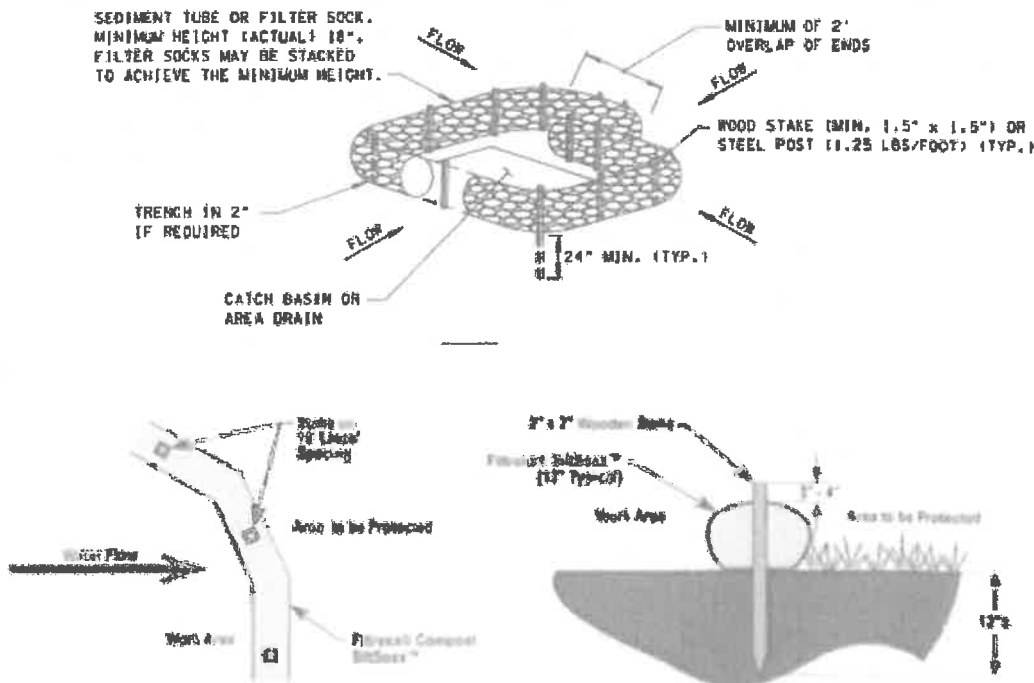
We will grade from road to back of property. Constructed on a Negative grade from road surface.

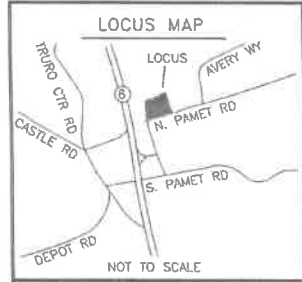
Crushed stone covering driveway after final grading.

Will have filter socks lining construction perimeter and road to assist with any erosion during site work.

Catch basin: filter sock around catch basin and filter fabric inside of any grates that could be affected by site work.

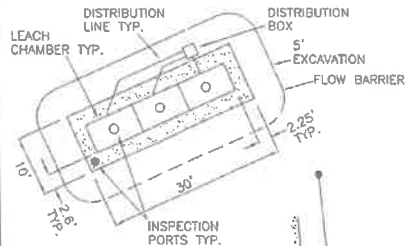
#### CATCH BASIN PROTECTION (TYPE D)





ZONING: RESIDENTIAL  
FRONT, REAR AND SIDE SETBACKS = 25'  
MAXIMUM BUILDING HEIGHT = 30'

BUILDING HEIGHT:  
18.8' + 12.0' + 9.7' + 15.1' = 55.6'  
55.6' / 4 = 13.9' = AVERAGE GRADE  
MAXIMUM RIDGE ELEVATION = 43.9'  
PROPOSED HEIGHT OF STRUCTURE = 24.25'  
MAXIMUM FOUNDATION ELEVATION = 19.65'

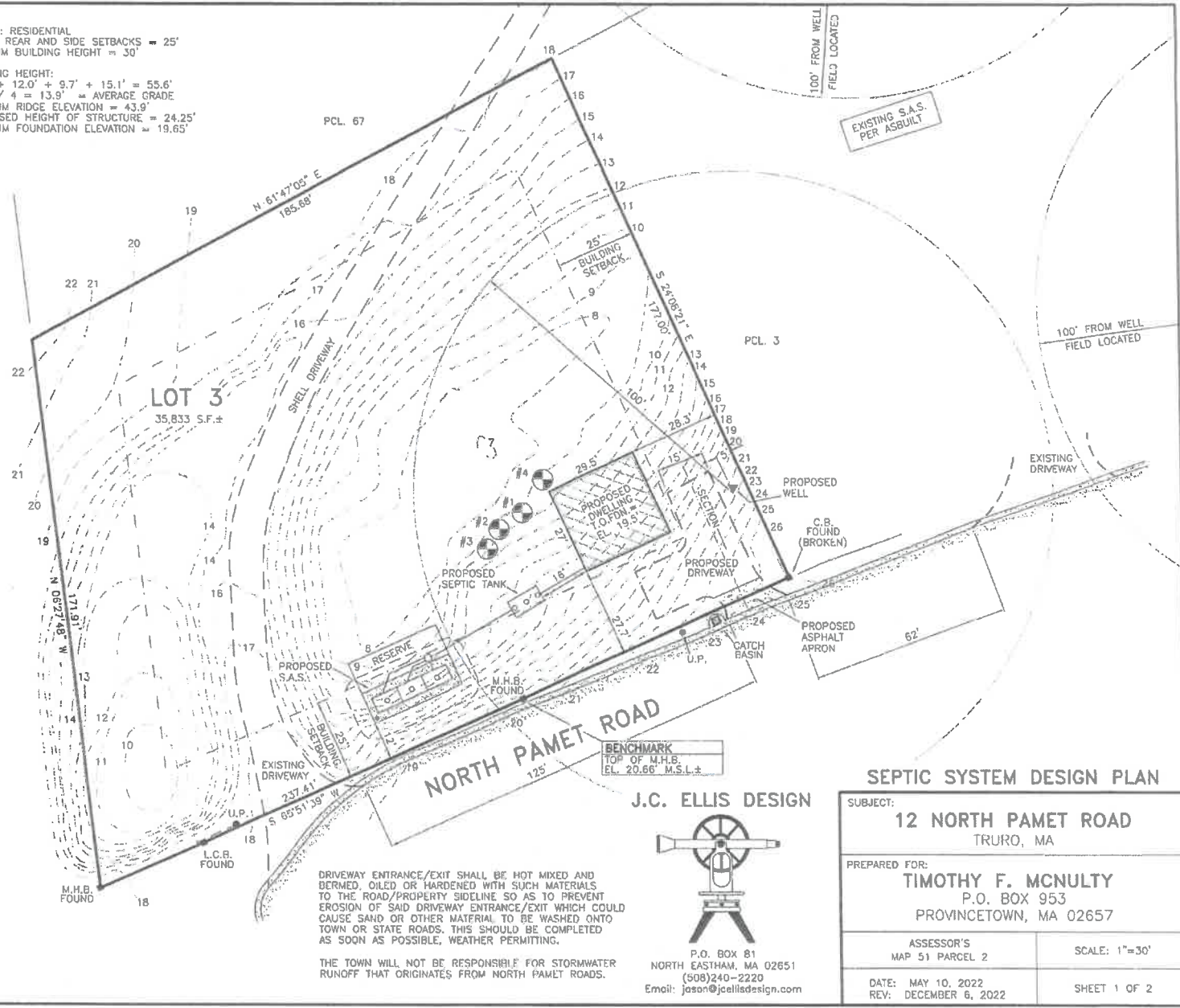


STATE HIGHWAY - ROUTE 6

SURVEY PLAN REFERENCE:  
LAND COURT PLAN# 16777-C  
THIS PLAN IS FOR SEPTIC SYSTEM  
DESIGN PURPOSES ONLY.  
THIS PLAN IS NOT FOR BOUNDARY  
DETERMINATION.  
PROPERTY OWNER AND  
CONTRACTORS TO VERIFY  
ALL WATER LINES AND GAS  
UTILITIES ON PROPERTY



JASON C. ELLIS, R.S.



**SEPTIC SYSTEM DESIGN PLAN**

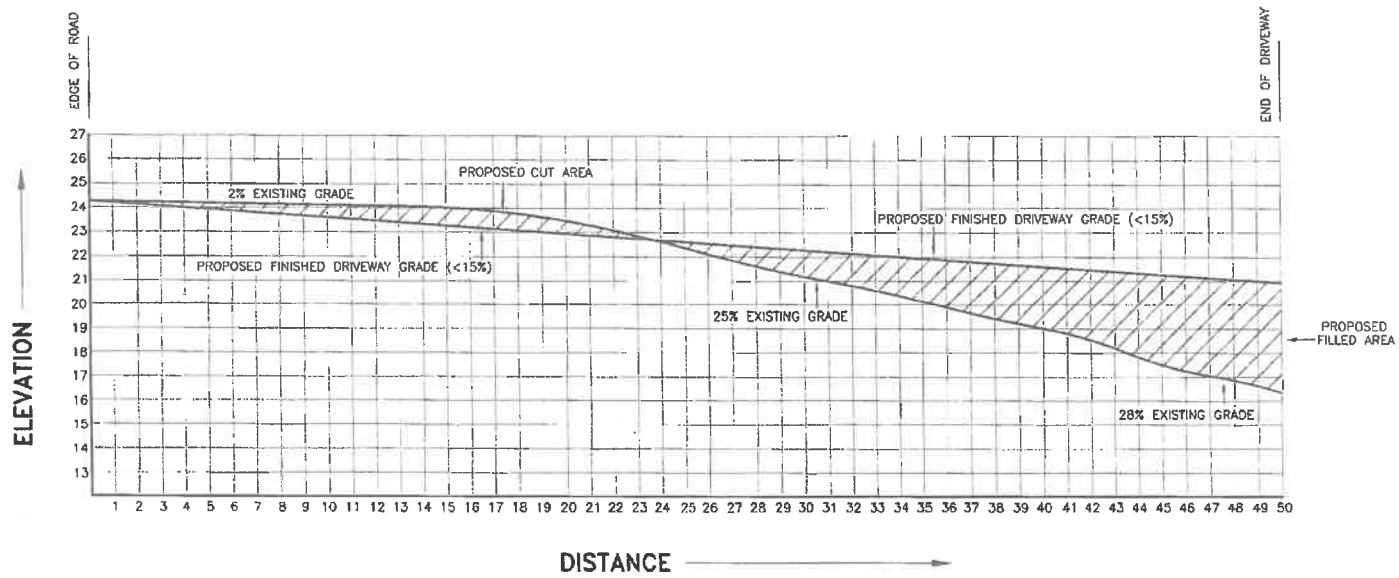
SUBJECT:  
**12 NORTH PAMET ROAD**  
TRURO, MA

PREPARED FOR:  
**TIMOTHY F. MCNULTY**  
P.O. BOX 953  
PROVINCETOWN, MA 02657

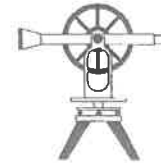
ASSESSOR'S MAP 51 PARCEL 2	SCALE: 1"=30'
DATE: MAY 10, 2022 REV: DECEMBER 6, 2022	SHEET 1 OF 2

**J.C. ELLIS DESIGN**

P.O. BOX 81  
NORTH EASTHAM, MA 02651  
(508)240-2220  
Email: jason@jcellisdesign.com



J.C. ELLIS DESIGN



P.O. BOX 81  
 NORTH EASTHAM, MA 02651  
 (508)240-2220  
 Email: jason@jcellisdesign.com

**PROPOSED DRIVEWAY SECTION**

SUBJECT: <b>12 NORTH PAMET ROAD</b> TRURO, MA	
PREPARED FOR: <b>TIMOTHY F. MCNULTY</b> P.O. BOX 953 PROVINCETOWN, MA 02657	
ASSESSOR'S MAP 51 PARCEL 2	SCALE: 1"=5'
DATE: NOVEMBER 29, 2022 REV: DECEMBER 6, 2022	SHEET 1 OF 1



# TOWN OF TRURO

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

## POLICY MEMORANDUM #28

Date: Adopted June 6, 2000, revised 9/22/04, 2/28/06, 6/13/06, 10/13/07, June 14, 2022

Subject: **CURB CUT POLICY**

### 1. Purpose

This Policy aims to promote public safety (including safe passage for emergency vehicles and personnel), and to protect Town roads and infrastructure, with respect to the location and use of curb cuts on Town- and State-owned roads.

### 2. Applicability

All new curb cuts off of a Town or State-owned road, and all alterations of existing curb cuts off such roads, shall require a Curb Cut Permit. This includes curb cuts associated with new construction; curb cuts absent new construction; and new curb cuts that are relocated on existing lots.

Permits for Curb Cuts on Town roads are issued by the Select Board following Town Department review. Permits for Curb Cuts on State-owned roads are referred to the Massachusetts Department of Transportation for review and approval.

### 3. Prerequisite to issuance of building permit and certificate of occupancy

Where a curb cut is proposed on a Town or State road, a Curb Cut Permit must be obtained prior to application for a building permit for construction on the subject lot. No certificate of occupancy shall issue unless all conditions of the Curb Cut Permit have been met as certified by the Director of Public Works to the Building Commissioner.

### 4. Procedure

- Prior to commencing any work on a curb cut onto a Town- or State-owned road, the property owner or representative shall submit a completed Curb Cut Permit application to the Building Department, together with the following materials:
  - Complete plans of subject property (engineered; stamped; scale no less than 1" = 40'), showing property lines; topography; existing and proposed driveway(s); and grade of driveway to be served by curb cut;
  - List of materials;

- Explanation/illustration of means and methods for construction, stormwater management and erosion control.
- Copies of the application shall be distributed to Town Departments for review, comment and approval/disapproval.
- The Director of Public Works shall review the application and all Department comments; indicate approval/disapproval of the application; and submit to the Town Manager with any comments or recommendations.
- The Town Manager shall review the application and all Department Director comments; indicate approval/disapproval of the application, and submit to the Select Board with any comments or recommendations.
- The Select Board shall, following review of the application and Department comments, approve or disapprove the curb cut, imposing any conditions deemed necessary for public safety and/or the protection of Town property.
- The Director of Public Works may inspect a curb cut under construction and may stop work for any violation of Policy standards or any conditions of approval.
- The Director of Public Works shall inspect the completed curb cut and certify its compliance with applicable standards and any conditions of approval.
- All curb cuts must be completed within one year off approval. Upon written request, an extension may be granted by the Director of Public Works.
- The Select Board may waive any requirement of this policy, where such waiver is consistent with public safety and will pose no threat to Town property, imposing any conditions deemed necessary.

#### **Modifications to existing curb cuts**

- All modifications to existing curb cuts require the submittal of a complete Curb Cut Application.
- The Director of Public Works is authorized to approve alterations to existing curb cuts so as long as the curb cut layout has not been changed, and the alteration demonstrates no impact to Town infrastructure. (i.e., without approval of Select Board) following a modified review process.

#### **5. Standards**

##### General

- A. One (1) curb cut is permitted on each property. The Select Board may grant a variance from this limit upon demonstration of site-specific need.

- B. Curb cuts and driveways shall be located to maximize safety for entrance to and exit from the property, considering factors of grade, road alignment, profile, and sight distance conditions.
- C. All curb cuts shall be located and constructed so as to preclude:
  - damage to any Town or State road during or after construction.
  - stormwater runoff onto any Town or State road;
  - deposit of sand, soils or other materials onto any Town or State road;
  - any other potential hazard to public safety or Town property as may be identified by the Director of the Department of Public Works, Building Commissioner, Chief of Police, and/or Fire Chief.

### Grade

- Driveways served by curb cuts shall have a grade not to exceed 15%.
- The driveway must be constructed on a negative grade from the hardened surface of access road to the access road layout line and graded in such a manner that no ponding of water occurs within the access road layout. The applicant shall be responsible for the disposal of all surface water from the development and its roads.

### Radius

- The radius of a private driveway may not extend beyond the private owner's property line without the written consent of the abutting property owner.

### Material

- All driveways or private road entrances and exits shall be hot mixed and bermed, oiled, or hardened with such materials to the road/property sideline so as to prevent erosion of such driveway/private access road entrances/exits which would cause sand or other material to be washed onto Town or State roads. This should be completed as soon as possible, weather permitting

### Sight distances *[from subdivision regulations]*

- For Driveways, the sight distance in each direction shall not be less than three hundred (300) feet; however, when intersecting Route 6, the sight distance in each direction shall be no less than four hundred seventy-five (475) feet.

### Clearing of vegetation *[from General Bylaws]*

For driveways in excess of fifty (50) feet in length, the following standards shall be met:

- The traveled way of any driveway shall be no less than eight (8) feet wide
- The combined traveled way and clearance of any obstacles including vegetation shall be no less than (14) feet. (8' wide driveway 3' clearing on either side of driveway)

- Height clearance shall be no less than fourteen (14) feet from the road surface.

Erosion Control [from subdivision regulations]

- Stripping of vegetation, soil removal, and regrading shall be accomplished so as to minimize erosion
- Temporary vegetation and/or mulching shall be used to protect exposed areas during construction
- Permanent (final) vegetation and mechanical measure to stabilize the land surface and control erosion shall be installed as soon as practicable after construction ends

**6. Costs to property owner**

- The cost of any construction taking place within the Town or State layout shall be borne by the property owner(s) and any successors in interest.
- The cost of any repairs to Town property caused during construction of the curb cut, and/or caused by failure to comply with this Policy and/or any conditions of curb cut approval, shall be borne by the property owner(s) and/or any successors in interest.

**7. Enforcement**

Failure to comply with this Policy shall result in one or more of the following actions:

- A refusal by the Building Department to issue a building permit and/or certificate of occupancy;
- A request to Massachusetts Department of Transportation for disapproval of an owner/applicant's request for a permit to enter a State road.

*Kristen Reed*

\_\_\_\_\_  
Kristen Reed, Chair

*Robert Weinstein*

\_\_\_\_\_  
Robert Weinstein, Vice-Chair

*John K. Dundas*

\_\_\_\_\_  
John Dundas, Clerk

*Susan Areson*

\_\_\_\_\_  
Susan Areson

*Stephanie Rein*

\_\_\_\_\_  
Stephanie Rein  
Select Board  
Town of Truro

**TOWN OF TRURO  
APPLICATION FOR A CURB CUT PERMIT**

***Note:*** This permit application must be accompanied by a plan. If this permit is being applied for by someone other than the Owner of the property, the owner's signature must appear at the bottom of the application.

Date: \_\_\_\_\_

To the Select Board  
24 Town Hall Road  
P. O. Box 2030  
Truro, MA 02666

Re: **APPLICATION FOR A CURB CUT**

Dear Board Members:

The applicant(s) hereby make application for a curb cut as follows:

Owners Name(s) (Please Print): \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Curb Cut Street Location: \_\_\_\_\_

Affected Town or State road: \_\_\_\_\_

Truro Assessor's Map Number: \_\_\_\_\_ Parcel Number: \_\_\_\_\_

Name of contractor: \_\_\_\_\_

Contractor Phone Number: \_\_\_\_\_

Contractor Email: \_\_\_\_\_

Reason/explanation: \_\_\_\_\_

**I/we hereby agree to the terms and conditions as outlined in this policy and attached Exhibits:**

Applicant's Signature: \_\_\_\_\_

Owner's Signature (if different): \_\_\_\_\_ Date: \_\_\_\_\_

Owner's Address (if different): \_\_\_\_\_



**FOR TOWN STAFF/BOARD USE ONLY**

**DEPARTMENT APPROVALS**

<b><u>Building Commissioner Approval</u></b>			Building Permit Number _____
_____ Approved	_____ Disapproved		
_____		Building Commissioner	_____ Date
<b><u>Chief of Police Approval</u></b>			Not Applicable
_____ Approved	_____ Disapproved		
_____		Chief of Police	_____ Date
<b><u>Fire Chief Approval</u></b>			Not Applicable
_____ Approved	_____ Disapproved		
_____		Fire Chief	_____ Date
<b><u>Health &amp; Conservation Agent Approval</u></b>			Not Applicable
_____ Approved	_____ Disapproved		
_____		Health & Conservation Agent	_____ Date
<b><u>Public Works Director Approval</u></b>			Not Applicable
_____ Approved	_____ Disapproved		
_____		Public Works Director	_____ Date
<b><u>Town Manager Approval</u></b>			
_____ Approved	_____ Disapproved		
_____		Town Manager	_____ Date
<b><u>Select Board Approval</u></b>			
_____ Approved	_____ Disapproved		
_____		Select Board Chair	_____ Date

**ADDITIONAL APPROVALS (if required)**

<b><u>Planning Board Approval (if required)</u></b>			Not Applicable
_____ Approved	_____ Disapproved		
_____		Planning Board Chair	_____ Date
<b><u>Mass Highway Referral (if required)</u></b>			
Date Forwarded _____			
_____		Signature	_____ Date

**PROPERTY ADDRESS** \_\_\_\_\_

**FOR TOWN STAFF/BOARD USE ONLY**

**CERTIFICATION OF COMPLIANCE/FINAL APPROVAL**

<b><u>Public Works Director Declaration of Compliance</u></b>		
<i>I have inspected the property located at _____ and found the work requested on the Application for a Curb Cut dated _____ to be in compliance with the Select Board Policy #28 - Curb Cut Policy.</i>		
_____ Public Works Director		_____ Date
<b><u>Building Commissioner Final Approval</u></b>		
_____ Approved	_____ Disapproved	Certificate of Occupancy _____
_____ Building Commissioner		_____ Date

**PROPERTY ADDRESS \_\_\_\_\_**

Select Board Meeting Minutes

*Recording*

November 9, 2022, Meeting

Via GoToMeeting Platform

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

Select Board Members Absent:

Others Present: Darrin Tangeman-Town Manager, Kelly Clark-Assistant Town Manager, Nick Norman-Co-Chair of Open Space Committee, Jarrod Cabral-DPW Director, Kevin Grunwald-Housing Authority Chair, Attorney Katherine Klein-KP Law, Jon Nahas-Principal Assessor, Katherine Winkler (Applicant for 6 Holsbery Road), Olivia Ketchum (Representative for 12 North Pamet Road)

Chair Reed called the meeting to order at 4:00 pm.

**PUBLIC COMMENT**

There were no public comments.

**PUBLIC HEARINGS**

None

**INTRODUCTION TO NEW EMPLOYEES**

None

**BOARD/COMMITTEE/COMMISSION APPOINTMENTS**

- A. Alice Gong-Truro Cultural Council
- B. Scott Donnelly-Pamet Harbor Commission

Chair Reed led the interview of Ms. Gong with the Members.

Member Rein made a motion to appoint Alice Gong to the Truro Cultural Council for a 3-year term expiring June 30<sup>th</sup>, 2025.

Member Dundas seconded the motion.

Roll Call Vote:

Member Dundas – Aye

Vice Chair Weinstein – Aye

Member Areson - Aye

Member Rein - Aye

Chair Reed - Aye

So voted, 5-0-0, motion carries.



Chair Reed congratulated Ms. Gong on her appointment and Ms. Gong thanked the Members.

Chair Reed then led the interview of Mr. Donnelly with the Members.

Vice Chair Weinstein made a motion to appoint Scott Donnelly to the Pamet Harbor Commission for a 3-year term expiring June 30<sup>th</sup>, 2025.

Member Areson seconded the motion.

Roll Call Vote:

Member Dundas – Aye

Vice Chair Weinstein – Aye

Member Areson - Aye

Member Rein - Aye

Chair Reed - Aye

So voted, 5-0-0, motion carries.

Chair Reed congratulated Mr. Donnelly on his appointment and Mr. Donnelly thanked the Members

#### STAFF/COMMITTEE UPDATES

Open Space and Recreation Plan Update – Nick Norman (Presenter), Co-Chair of Open Space Committee

Chair Reed recognized Co-Chair Norman who announced that there was an opening on the Open Space Committee before presenting the 2023 Open Space and Recreation Plan (OSRP) update. Co-Chair Norman noted that it is essential for Truro to have a current plan to be eligible for certain Massachusetts grants. The 2015 OSRP expired in October 2021 and Jeff Thibodeau, of Helios Land Design, is an outside consultant assisting with the OSRP. The OSRP Survey's responses are due on November 30<sup>th</sup>, 2022, and public meeting input opportunities, as well as key milestones, were provided.

Next steps include Survey Tabulation, Text Preparation, Table of Contents, Plan Preparation and Approval Milestones, and Milestones and Goals.

Town Manager Tangeman, Members, and Co-Chair Norman briefly commented on the process and certain components of the OSRP with a focus on more affordable housing and recreational opportunities utilizing open space in Truro.

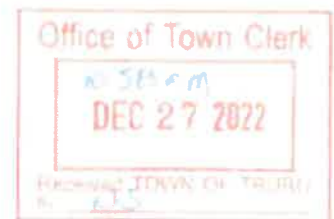
#### TABLED ITEMS

None

#### SELECT BOARD ACTION

A. Discussion and Possible Approval of Curb Cut Applications (6 Holsbery Road and 10 North Pamet Road)-Presenter: Jarrod Cabral, DPW Director

Chair Reed recognized DPW Director Cabral who stated that the Applicant of 6 Holsbery Road had begun construction without submitting a Curb Cut application so the Building Permit was denied. Since that time, the Applicant has submitted a new Curb Cut application, so DPW Director Cabral recommended:



that the new application be approved. DPW Director Cabral noted that the Applicant, Katherine Winkler, was present. Ms. Winkler noted that they are trying to update the old house and was willing to abandon the current curb cut once the construction was completed. DPW Director Cabral agreed to this.

Chair Reed recognized Member Rein who announced that she would recuse herself as a Member voting on this application as she resides on Holsbery Road; however, as a resident, Member Rein stated that she supported the new application.

Vice Chair Weinstein made a motion to approve the application on 6 Holsbery Road for a curb cut, and upon completion of construction, abandon the current curb cut.

Member Dundas seconded the motion.

Roll Call Vote:

Vice Chair Weinstein - Aye

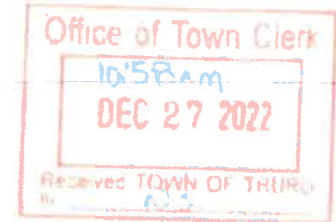
Member Dundas - Aye

Member Areson - Aye

Member Rein - Abstained

Chair Reed - Aye

So voted, 4-0-1, motion carries.



Chair Reed congratulated Ms. Winkler upon the approval with conditions and Ms. Winkler thanked the Members.

Chair Reed recognized DPW Director Cabral who said that the Applicant of 10 North Pamet Road had originally requested two curb cuts. DPW Director Cabral was contacted earlier today by the Applicant who wanted to rescind the request for one of the curb cuts. DPW Director Cabral said that he recommended approval for the curb cut application in the highlighted segment in the Members' packet. DPW Director Cabral noted that the Applicant's representative, Olivia Ketchum, was present to answer any questions. Ms. Ketchum confirmed with DPW Director Cabral that the new curb cut application was for 12 North Pamet Road and not 10 North Pamet Road. Member Rein asked DPW Director Cabral if 10 North Pamet Road and 12 North Pamet Road were owned by the same property owner (Tim McNulty) and DPW Director Cabral confirmed.

Vice Chair Weinstein expressed concerns that a curb cut plan was not detailed enough and that the grade may destroy the hillside. Vice Chair Weinstein said that he was reluctant to vote in favor of this application until an engineer stamps the plan. Ms. Ketchum replied that she was a new project manager but had asked the engineer, who has submitted numerous plans to Truro, for more detailed information.

Chair Reed explained to Ms. Ketchum that the requested information will need to be received and that the Members look forward to moving forward on this matter very soon. Chair Reed asked Town Manager Tangeman to communicate with Ms. Ketchum as to what information was required. Ms. Ketchum thanked Chair Reed and departed the meeting.

B. Approval of Joining Provincetown in an Expanded Analysis of Future Water Demand-Presenter: Darrin Tangeman, Town Manager

Chair Reed recognized Town Manager Tangeman who provided an overview of the recent joint meeting between Provincetown and Truro regarding water capacity. Town Manager Tangeman stated that it is a

- 400' - 6 curbs Holsbery

Tapo ✓  
Distance ✓  
between  
curb cuts ✓  
Both direct  
Comments

necessity for the Town be a part of the analysis and the estimated cost for the expanded analysis for Truro is \$20,000.

Town Manager Tangeman and Members discussed the following: the National Seashore's participation in the expanded analysis (as well to pay for part of it) as the National Seashore has nearly four million visitors annually; what the \$20,000 request would cover; Truro must protect its water resources; and the impact of Cloverleaf and the Walsh property regarding the additional daily water consumption.

Vice Chair Weinstein made a motion to join Provincetown in an expanded analysis of future water demand and to support the Town Manager's request for a reserve fund transfer in the amount of \$20,000 to cover this purpose.

Member Dundas seconded the motion.

Roll Call Vote:

Vice Chair Weinstein - Aye

Member Dundas - Aye

Member Areson - Aye

Member Rein - Aye

Chair Reed - Aye

So voted, 5-0-0, motion carries.

Chair Reed congratulated Town Manager Tangeman and noted that he could move this request forward to the Finance Committee.

**C. Review and Authorize Truro Housing Authority's Community Preservation Act Application-Presenter: Kevin Grunwald, Housing Authority Chair**

Chair Reed recognized Chair Grunwald who reviewed the Community Preservation Act application as well as an application for \$50,000 to hire a housing consultant. Chair Grunwald noted that this may be the genesis for the town to create a housing coordinator position as the Town will require expertise and continue efforts that have increased housing activity. Chair Grunwald and Members discussed the reasons why there was a \$20,000 increase over last year to hire a housing consultant. Chair Grunwald noted that the increase was necessary to hire the right housing consultant who will possess the expertise, experience, remediation of work with other consultants, and community outreach efforts necessary for the town.

Member Areson made a motion to authorize the Truro Housing Authority to submit two applications to the CPC for funding of the Truro Affordable Housing Trust Fund and for the Town's housing consultant in the FY2023 funding route.

Member Dundas seconded the motion.

Roll Call Vote:

Vice Chair Weinstein - Aye

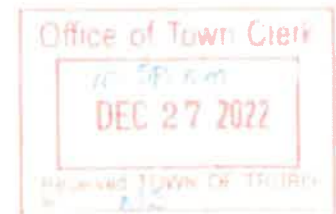
Member Dundas - Aye

Member Areson - Aye

Member Rein - Aye

Chair Reed - Aye

So voted, 5-0-0, motion carries.



Chair Reed thanked Chair Grunwald and Chair Grunwald thanked the Members. Before his departure, Chair Grunwald stated that he had recently attended an exciting meeting with a new collaborative

organization, Housing to Protect Cape Cod, with 400 other interested individuals. Chair Grunwald requested that the organization's information be distributed to Members and Chair Reed commented that the information had been forwarded to Town Manager Tangeman and Assistant Town Manager Clark for distribution to the Members

**D. Vote to Execute the Order of Taking for the Permanent Easement and Temporary Easement at Old County Road-Presenter: Attorney Katherine Klein, KP Law and Darrin Tangeman, Town Manager**

Chair Reed recognized Town Manager Tangeman who stated that this was an administrative action involving the Town of Wellfleet and the National Seashore. Attorney Klein reminded the Members that this was the one private property in Truro impacted by this action. Attorney Klein added that the property owner has signed a waiver permitting this project to move forward as well as waived any claim to seek compensation. Members had no questions.

**Member Dundas made a motion to execute the order of taking for the permanent easement and temporary easement for the premises pertaining to 125A Old County Road with the authority of the vote taken under Article 30 on April 30<sup>th</sup>, 2022, at the Annual Town Meeting.**

**Vice Chair Weinstein seconded the motion.**

**Roll Call Vote:**

**Vice Chair Weinstein - Aye**

**Member Dundas - Aye**

**Member Areson - Aye**

**Member Rein - Aye**

**Chair Reed - Aye**

**So voted, 5-0-0, motion carries.**



**E. Discussion on Potential Land Swap Related to Affected National Seashore Property by Herring River Restoration Project-Presenter: Attorney Katherine Klein, KP Law; Darrin Tangeman, Town Manager; Ion Nahas, Principal Assessor**

Chair Reed introduced Town Manager Tangeman who said that this was a similar situation and had Principal Assessor Nahas conduct analysis. Town Manager Tangeman stated that this was necessary to give the Town the ability to negotiate with the National Seashore as there are several issues raised by the National Seashore which need to be validated regarding two other parcels. Assistant Town Manager Clark confirmed with Attorney Klein that Truro will have to enter an intermunicipal agreement with Wellfleet to mitigate the issue of .2 acres on Old County Road. Member Areson asked for clarification from Attorney Klein to ensure that Truro would mitigate the .2 acres and not Wellfleet. Attorney Klein replied in the affirmative.

Town Manager Tangeman then read a prepared motion for the Members to adopt and vote upon:

***"The motion would be to commit Truro to mitigate the .2 acres of National Seashore land on Old County Road affected the Herring River Restoration Project by conducting land exchange negotiations with the National Seashore. Authorize the Town Manager to conduct such negotiations on behalf of the Town of Truro to notify the Town of Wellfleet and the friends of Herring River of the proposed land swap so that the intermunicipal agreement may be completed."***

**Member Areson moved the motion as read above by Town Manager Tangeman.**

**Vice Chair Weinstein seconded the motion.**

**Roll Call Vote:**

**Vice Chair Weinstein - Aye**

**Member Dundas - Aye**

**Member Areson - Aye**

**Member Rein - Aye**

**Chair Reed - Aye**

**So voted, 5-0-0, motion carries.**

**F. Budget Discussion for Multi-Member Bodies-Presenter: Darrin Tangeman, Town Manager**

Chair Reed recognized Town Manager Tangeman who led the discussion on this topic as there are 35 committees in Truro so there is a need for a policy that establishes a defined process for all to follow. There is currently no such established policy. Town Manager Tangeman expressed concern that some committees are submitting budget requests directly to the Budget Task Force and bypassing the staff during the budget process. Town Manager Tangeman and Members discussed the budget process among committees, department heads, Town staff, Budget Task Force, and the Select Board. Chair Reed suggested the addition of an application to accompany budget requests and Members, as well as Town Manager Tangeman, discussed this suggestion briefly weighing the pros and cons of an application.

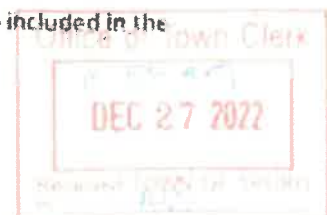
**G. Discussion and Possible Adoption of Civility Pledge-Presenter: Sue Areson, Select Board**

Chair Reed recognized Member Areson who provided background regarding the Civility Pledge and responded to several comments. Member Areson wishes to see a change to end the division that exists in Town and then read the proposed Civility Pledge. The Civility Pledge would be read by the respective Chair of each elected or appointed board/committee at the start of each meeting. Chair Reed and Members discussed opinions regarding the Civility Pledge specifically on the topics of the need for such a pledge, protected speech, civility, tone, demeanor, and cooperation.

Member Areson noted that she is authoring a Code of Conduct Policy and that the Civility Pledge could be included in that. Member Areson said that she has worked on these items as Members had added them to the Select Board's goals and objectives. Chair Reed commented that there have been situations of hate speech at meetings and to equip chairs with a policy regarding incivility and protocols would be a balance to the Civility Pledge. Members expressed support for Member Areson's efforts and to continue her work on the Code of Conduct Policy and the Civility Pledge.

**CONSENT AGENDA**

Chair Reed led the discussion with Members regarding the Consent Agenda and specifically brought forward the Select Board Minutes from 5/17/22, Regular Meeting Minutes with submitted revisions by Member Areson and Member Dundas. Member Areson stated that she had written her suggested revision and that Member Dundas had agreed to her revision, but she would let Member Dundas make his own comments. After Member Areson read her suggested revision, Member Dundas stated that he agreed with Member Areson's comments and that he was supportive of her suggested revision. Member Dundas stated that he wished that Member Areson's suggested revision be included in the minutes. Chair Reed confirmed this with Member Dundas.





Chair Reed noted that the minutes, as submitted, were accurate and she would abstain from voting on any suggested revisions. Member Rein and Vice Chair Weinstein commented that the minutes should remain as submitted. Vice Chair Weinstein also added that he felt that the suggested revision appeared to be mean spirited and unnecessary.

Chair Reed recognized Member Areson who stated that a split vote on leadership for a board that a reason for the split vote should be reflected in the minutes. Member Areson added that she knew the suggested revision to the minutes would not pass but she would like her memorandum with the suggested revision to be included in the record for tonight's meeting. Chair Reed noted that she is concerned about precedence as this would be the first time during her time on the Select Board that minutes be changed due to a vote on leadership.

Chair Reed recognized Member Dundas who said that he will not stand by, abide, watch, or observe things to allow things which are counter to the Select Board's oath and obligation especially when in session. Member Dundas added that the Select Board must set the highest standard and that the "azimuth check" has been accomplished. Member Dundas wished that this revision would be included in the minutes, and he encouraged Members to vote in favor of the revision as suggested by Member Areson.

Chair Reed recognized Member Areson who suggested a slight grammatical change to the 9/27/22 minutes regarding the attendance at the Local Comprehensive Plan Committee meeting.

**A. Review/Approve and Authorize Signature:**

1. Special One Day Entertainment Licenses-Truro Vineyards (11/25/22, 11/26/22 and 12/11/22)

**B. Review and Approve Appointment Renewals: None**

**C. Declaration of DPW John Deere Excavator as Surplus**

**D. Review and Approve Select Board Minutes: 5/17/22, Regular Meeting Minutes; 9/27/22, Regular Meeting Minutes**

**Member Areson made a motion to approve the Meeting Minutes of 5/17/22 with the suggested revision included in her memorandum to the Select Board.**

**Member Dundas seconded the motion along with his comments included in the transcript.**

**Roll Call Vote:**

**Vice Chair Weinstein - Nay**

**Member Dundas - Aye**

**Member Areson - Aye**

**Member Rein - Nay**

**Chair Reed - Abstained**

**So voted, 2-2-1, motion does not carry.**

**Member Dundas made a motion to accept the Consent Agenda as printed in the packet minus the suggested changes from Member Areson and Member Dundas for the Meeting Minutes of 5/17/22 and the amended grammatical error for the Meeting Minutes of 9/27/22.**

**Vice Chair Weinstein seconded the motion.**

**Roll Call Vote:**

**Vice Chair Weinstein - Aye**

**Member Dundas - Aye**



**Member Areson - Aye**  
**Member Rein - Aye**  
**Chair Reed - Aye**  
**So voted, 5-0-0, motion carries.**

**SELECT BOARD REPORTS/COMMENTS**

Vice Chair Weinstein said that he had no comments.

Member Dundas thanked the Clerk's office, volunteers, law enforcement, and Town staff for the smooth election yesterday. Member Dundas also updated Members on a meeting last week with the Chair of the Planning Board and a representative from the Zoning Board.

Member Areson stated that the Local Comprehensive Plan Committee will come up with a draft Vision Statement and Growth Policy Statement which will be available for review in mid-to-late January 2023.

Member Rein thanked Town staff and volunteers for a successful fun and safe Halloween event.

Chair Reed said that she will be working behind the scenes with the Truro Housing Authority, and the current housing consultant working on a Housing Handbook/Playbook. Chair Reed hoped that there would be interest in working on the Housing Handbook/Playbook and that a meeting will be scheduled in the future to discuss the Housing Production Plan.

**TOWN MANAGER REPORT**

Town Manager Tangeman announced that there would be another Select Board meeting next week.

**NEXT MEETING AGENDA**

Town Manager Tangeman provided an overview of the agenda for the next regular meeting on Wednesday, November 17<sup>th</sup>, 2022, followed by an Executive Session.

**Member Dundas made a motion to adjourn at 7:00 pm.**

**Vice Chair Weinstein seconded the motion.**

**Roll Call Vote:**

**Vice Chair Weinstein - Aye**

**Member Dundas - Aye**

**Member Areson - Aye**

**Member Rein - Aye**

**Chair Reed - Aye**

**So voted, 5-0-0, motion carries.**

Respectfully submitted,



Alexander O Powers



Darrin K. Tangeman Under the Authority of the Truro Select Board

**Public Records Material Attachments**

**Legal Notice**

Application to Serve with Chair's Comments (Alice Gong)

Application to Serve with Chair's Comments (Scott Donnelly)

2023 Open Space and Recreation Plan Update

Curb Cut Application and Supporting Documents for 6 Holsbery Road

Curb Cut Application and Supporting Documents for 12 North Pamet Road

CPC Application-Housing Consultant

CPC Application-Affordable Housing Trust Fund

Article 30, Annual Town Meeting 2022

Order of Taking

Waiver for 125A Old County Road (signed by property owner)

Plan Referenced in Order of Taking

Draft Civility Pledge

Applications for Weekday Entertainment License Approved by Chief of

Police Policy #67

Select Board Member Areson email regarding May 17, 2022 minutes

(suggested revisions)

Select Board Member Dundas email regarding May 17, 2022 minutes

(verbatim comments)



## Noelle Scoullar

---

**From:** John Dundas <johnrdundas@gmail.com>  
**Sent:** Wednesday, November 2, 2022 7:54 AM  
**To:** Noelle Scoullar  
**Subject:** Select Board 5-17-2022 Comments from Select Board Member Dundas

Good morning Noelle,

Here are my verbatim comments for the May 17th Select Board Meeting.

This is related to the SB change of leadership nomination and vote, only.

Please add to the NOV 8th packet.

Thanks

John

"Thank you Mr Chairman (Mr Weinstein), I have kept pretty quiet the entire year on the board and I have just been observing it. And I am observing it from 44 years of being in professional organizations and professional boards. You and I discussed this recently, and we talked about this on the reflection of the Town and climate of the Town is a reflection of the leadership of the Executive Board, the Select Board.

And while most boards and most organizations I have been in, in what I say are professional in nature, they are done with a singular focus on the mission of the Town. There is a certain level or a mandated code of conduct that you must 'behave' a certain way while you are in session.

That anything that deviates from that disrupts the ability of the board and professional organization to conduct itself effectively. To be effective and be an example to the other boards and the other committees and of course, to the Town.

Like I said, I have been quiet and I have been watching, and I have brought to your attention my impressions of many things and you have been a part of your dedicated service and how much I have admired the things you do.

I have spoken to you most recently about your tribute to Fred Todd, I still think that something done extemporaneously was extraordinary, and encourage anybody to go and watch it for it was so well done representing the man.

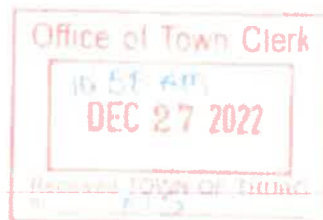
But in the conversation with you we did discuss your nominee (for Select Board Chair). Part of that conversation you told me you were mentoring her (Vice Chair Reed) as your nominee and I was thinking about what is the reflection of the town, what does the Town think about the leadership of this Board.

And we just had an Annual Town Meeting, where again, I am watching and observing and I am listening to what the reflection is of the Town.

What does the Town think about the Board?

What does the Town think about the leadership? And the conduct. And the way we conduct ourselves. And the way we conduct ourselves in session.

We are elected officials, so outside the session of course, you can say whatever you want about anybody.



And in session, though, we do have this constraint of treating people with respect.

The highest standard possible, more than anyone else, than any of the other boards or committees, for a reason.

We have to impart ourselves so that we are singularly focused on the mission of the Town.

Anything that deviates from that creates any type/lack of understanding or at least the belief we are holding ourselves to a higher standard. This board must police itself. Police its own ranks like any professional organization, Mr Chairman.

You and I discussed this, you know as well I do, that the climate of the Town is not that good right now. I went to ATM, I have read all of the articles, articles in the newspapers, I have seen the interactions of members from this board to their colleagues; I have heard things alleged by the leadership of this board of their colleagues,

I have never been on a board where that is permitted.

For some reason, some reason, and I don't know why, that is it has never been addressed.

I can cite chapter and verse on a number of occasions and again, my point of being on this board was to learn a lot this first year.

And what I witnessed and what I communicated to you, that I opposed your nominee (for Chair of the Select Board, Ms Reed), and even before I gave you my justification, you gave it to me and justified why this nominee is not ready to be Chair of this board (Select Board).

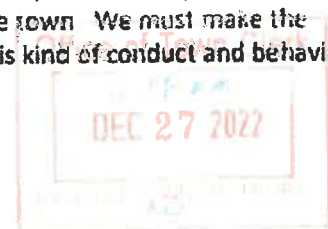
You said you were mentoring this nominee. You said this nominee has what you called 'sharp elbows'. And as I was beginning to remind you of the allegation this nominee made against me, something I have never heard alleged against me in my 44 years in a professional environment. Something, that again, I would expect you to handle as the leader of this Board. You yourself said it was a problem.

This cannot be in a professional board, this kind of behavior on a board. We (Select Board) cannot ask anyone to remember tone and temperament, don't say anything about anybody, if members of this Board (Select Board) cannot control themselves. We cannot install that, we cannot permit this with the majority to say this is 'OK'. Like any board and any profession, it isn't necessarily 'you are next in line'. What is important is we do what is in the best interest of the Town. That is our mission.

I often said to all of you in the past and I will say it again, I don't have any enemies on this board, I don't have any friends. I have the mission of the Town. Ultimately, that specified task, the essential task is "Public Safety". Anything that goes awry from that, including the tone and temperament and behavior of the leadership of this Board (Select Board), runs counter to what we are doing.

We cannot, we cannot permit that to be the perception of this board. That there are two standards, it cannot happen. It does not mean your nominee is not diligent and hardworking. I believe your nominee is extremely hardworking and dedicated. But this appears to be a blindspot. You yourself stated she (Ms Reed) has issues with this. This is not the time to do this. Everything that I have read, everything that I have heard, particularly since I have watched this year, tells me that this nominee is not ready to be Chair (Select Board).

The Town is more important than any member of this Board. Again, that is the beauty of representative government. We can replace anyone like that (snaps fingers), and because we have all the talent in the town We must make the right decision for the Town on this for what we are doing we are telling the Town that this kind of conduct and behavior is OK. You can't do that in a professional setting.

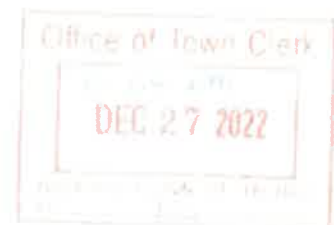


No professional environment, no professional board, no professional organization, I have ever been with would have tolerated this. Something would happen. But again, not to throw the person away, but take time, take them aside, and say your time will come. That is precisely what we should be doing here.

Finally, the second part of the comment, Mr Chairman, is sort of a data thing. We have been through 3 cycles, and in those 3 election cycles, the Town has told us what they think of each of the Select Board members. First cycle was me and Ms Reed. I received about 135 votes, Ms Reed about 170 plus or minus; in the special election for Ms Rein, she received about 380 plus or minus votes; in the most recent election, you yourself (Mr Weinstein) received about 420 I think, but overwhelming, the Town said, the vote total for Ms Areson was almost 500 votes, maybe just about 490 or so. The Town is telling us exactly what they want. The Town is telling us. But that is not the way we make the determination here, but it should be a consideration, Mr Chairman, that we acknowledge that the Town is telling us what they think about the Board (Select) members.

Thank you Mr Chairman."

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



**Noelle Scoullar**

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**From:** Susan Areson  
**Sent:** Monday, September 26, 2022 2:35 PM  
**To:** Noelle Scoullar; John Dundas  
**Cc:** Kelly Clark; Darrin Tangeman  
**Subject:** Revised section of May 17 minutes

Page 2 of the minutes that we have not yet approved, under Select Board Action, Item A.

My suggested revisions are in bold:

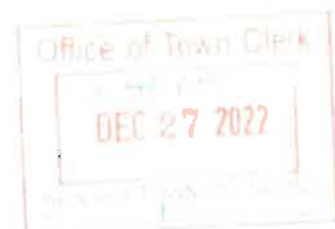
Chair Weinstein thanked everyone for their support but stated that he had made the decision not to be considered for chair of the Select Board. Chair Weinstein announced his support and nomination for Vice Chair Reed to serve as chair.

**Member Stephanie Rein and Chair Weinstein praised Vice Chair Reed for her work on the board, her preparation on town issues and her role as liaison to committees. Member John Dundas said he could not support the nomination because he believes that Vice Chair Reed does not set the tone, temperament and behavior needed for the leadership of the Select Board. Member Susan Areson said she could not support the nomination because she believes the Select Board leadership needs a reset and that Vice Chair Reed has not shown qualities that exemplify leadership and civility.**

**Delete the 2 sentences starting with: Members then discussed ... and ending with: sets the example for the entire community. (Dundas and Areson comments covered this.)**

**Pick up with: Several members of the community expressed their concerns about several members of the Select Board.**

These are my suggestions. John D. may want to weigh in.



Oct. 10, 2022

To: Select Board colleagues  
From: Susan Areson  
Re: Revised minutes for May 17, 2022

At our Aug. 9, 2022 meeting, I raised a concern about the draft minutes submitted for May 17, 2022, stating that they did not fully reflect the comments made by John Dundas and me concerning the board's election of officers.

Chair Kristen suggested that Members Dundas and Areson submit comments that they would like to have included in the minutes. She said we should direct them to Noelle and Nicole and the minutes would come back before the Select Board for approval.

I submitted new language on Sept. 26 and was told by the town manager to take this up with the chair and that he would not ask the staff to make my suggested revisions.

The May 17, 2022 minutes in our Oct. 11, 2022 packet are unchanged from the ones we discussed in August.

Minutes are not intended as a transcript of meetings. They should reflect the topics and discussion covered. In this case, I believe the minutes should specifically state the reasons why two members of this board did not support the chair's election. The current version does not do this.

Below is my suggested reworking, which covers a discussion that lasted more than 25 minutes.

**Current version:**

Chair Weinstein thanked everyone for their support but stated that he had made the decision not to be considered for Chair of the Select Board. Chair Weinstein announced his support and nomination for Vice Chair Reed to serve as Chair. Several of the Members stated their support as well as their opposition to Chair Weinstein's nominee. Members then discussed the necessity for the Select Board to be more inclusive to reduce the divisiveness that exists in Truro as well as treat everyone with courtesy, civility, and respect. Members collectively agreed that the Select Board must exude better leadership and be a governing body that sets the example for the entire community. Several members of the community expressed their concerns about several Members of the Select Board.

**Suggested revisions in bold:**

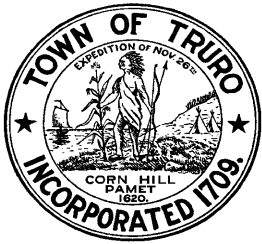
Chair Weinstein thanked everyone for their support but stated that he had made the decision not to be considered for chair of the Select Board. Chair Weinstein announced his support and nomination for Vice Chair Reed to serve as chair.



**Member Stephanie Rein and Chair Weinstein praised Vice Chair Reed for her work on the board, her preparation on town issues and her role as liaison to committees. Member John Dundas said he could not support the nomination because he believes that Vice Chair Reed does not set the tone, temperament and behavior needed for the leadership of the Select Board. Member Susan Areson said she could not support the nomination because she believes the Select Board leadership needs a reset and that Vice Chair Reed has not shown qualities that exemplify leadership and civility. Vice Chair Reed said the election was an opportunity for a new beginning and that her priority as chair would be on decorum.**

**Pick up with:** Members collectively agreed that the Select Board must exude better leadership and be a governing body that sets the example for the entire community. Several members of the community expressed their concerns about several Members of the Select Board.





# TOWN OF TRURO

## Select Board Agenda Item

**DEPARTMENT:** Administration

**REQUESTOR:** Darrin Tangeman, Town Manager

**REQUESTED MEETING DATE:** January 24, 2023

**ITEM:** Continued 2022 Annual Town Report Cover and Dedication Discussion

**EXPLANATION:** Each year staff requests suggestions from the Board for a cover/theme for the Annual Town Report and for the report dedication. One possible suggestion proposed by the Town Manager on December 13<sup>th</sup>, for the cover/ theme for the 2022 Annual Town Report is *First Response in Truro* and a possible dedication for this year's report is *Truro's youth*. For these suggestions, the Town report could feature images of our first responders, including EMTs/paramedics/firefighter, members of the police department and dispatch, public works staff and lifeguards. A dedication to Truro's youth could celebrate our youngest Truro friends and neighbors and the very important role they play in our community. It would highlight the very reason that the Town is engaging in all of the long-term planning and visioning that were such a large focus of 2022—to cultivate a sustainable, healthy, and vibrant community for our youngest generation of Truro residents to cherish and call home for decades to come.

In addition, the Chair asked the community at large for any suggestions for the cover and dedication, and the request for submissions was posted on the Town website, social media, and in the January edition of Truro Talks newsletter. Suggestions received are included in the attached document for consideration.

**IMPACT IF NOT APPROVED:** If the cover is not decided upon at this meeting it can be determined at a later meeting. The Annual Town Report must be ready two weeks before Annual Town Meeting.

**SUGGESTED ACTION:** *MOTION TO approve \_\_\_\_\_ as the cover and theme for the 2022 Annual Town Report and to dedicate the 2022 Annual Town Report to \_\_\_\_\_.*

**ATTACHMENTS:** None

# ATR Dedication and Theme for 2022

## Theme:

“Truro Cares”

Photos from Noelle Scoullar (2)

Truro Maps through the years

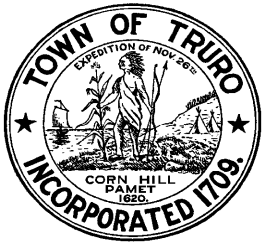
Seasons in Truro

## Dedication:

Fred Todd

Susan Howe (2)





# TOWN OF TRURO

## Select Board Agenda Item

**DEPARTMENT:** Administration

**REQUESTOR:** Darrin Tangeman, Town Manager

**REQUESTED MEETING DATE:** January 24, 2023

**ITEM:** Set Open and Closing Dates for 2023 Annual Town Meeting Warrant and Discussion on Location and Timing of the 2023 Annual Town Meeting

**EXPLANATION:** In accordance with the Truro Town Charter, Chapter 2, § 3, 2-3-4, the warrant for Town Meeting shall be opened for submission of articles 90 days before the date of the Town Meeting and shall remain open for 30 days. The Warrant will open on January 25, 2023 at 8am, with the deadline for money articles February 2, 2023 and the warrant will close on February 23, 2023 at 4:00 PM.

In 2020, 2021 and 2022, the Annual Town Meeting was held outdoors on the Truro Central School ballfield and the Town Meeting date was moved so that the meeting could be held during daylight hours. With the reopening of Town buildings and relaxation of public health mandates related to the virus, staff recommends that the meeting be held indoors at the Truro Central School on the last Tuesday in April (April 25, 2023) as specified in the Town Charter, barring any changes to the public health situation. Staff requests to be able to begin planning for an indoor Town Meeting, with the understanding that, if necessary, the Board may decide to change the location and date of Town Meeting to hold it outdoors. As part of these preparations, staff will plan to make masks and hand sanitizer available to attendees of the Meeting.

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

**IMPACT IF NOT APPROVED:** Charter Requirements will not be met for opening and closing of the warrant. If a Town Meeting date and location are not set at this meeting, they can be set at a subsequent meeting.

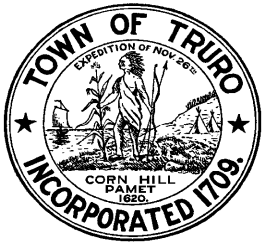
**SUGGESTED ACTION: (TWO MOTIONS)**

*Motion to open the warrant for the 2023 Annual Town Meeting on January 25, 2023 at 8:00 AM and to close the warrant for money articles on February 2, 2023 and for petitioned articles on February 23, 2023.*

*and*

*Motion to hold the 2023 Annual Town Meeting at the Truro Central School (indoors) on April 25, 2023 at 6:00 pm.*

**ATTACHMENTS:** None



# TOWN OF TRURO

## Select Board Agenda Item

**DEPARTMENT:** Administration

**REQUESTOR:** Noelle Scoullar, Executive Assistant

**REQUESTED MEETING DATE:** January 24, 2023

**ITEM:** Approval of 2023 Annual License Renewal: Chequessett Chocolate (8 Highland Road)

**EXPLANATION:** Chequessett Chocolate has submitted their annual renewal application for a Common Victualer with supporting documentation. This is before the Select Board for review and approval as the Local Licensing Authority. There were no reported issues with this establishment in 2022. If you approve this for renewal, the license will be issued only upon compliance with all regulations and upon receipt of the necessary documents and fees.

Mass General Law	Licenses & Permits Issued by Select Board	Names of Businesses
Chapter 140 §2	<b>Common Victualer</b> (Cooking, Preparing and Serving food)	<b>Chequessett Chocolate</b>

**IMPACT IF NOT APPROVED:** The license will not be issued.

**SUGGESTED ACTION:** MOTION TO approve a 2023 Annual Common Victualer License for Chequessett Chocolate upon compliance with all regulations and receipt of the necessary documents and fees.

**ATTACHMENTS:**

1. Renewal Application for 2023: Chequessett Chocolate

Smoke exp: 11/13/23  
Hood: 12/11/22  
Septic Insp: 1/18/2022  
Failed

FS# 2023-018

HEALTH DEPARTMENT  
TOWN OF TRURO

NOV 16 2022

RECEIVED BY  
36-89



**Town of Truro  
Board of Health**

24 Town Hall Road, P.O. Box 2030, Truro, MA 02666  
Tel: 508-349-7004, Extension: 131 Fax: 508-349-5508  
Email: [lbudnick@truro-ma.gov](mailto:lbudnick@truro-ma.gov) or [nichey@truro-ma.gov](mailto:nichey@truro-ma.gov)

**APPLICATION FOR FOOD SERVICE – COMMON VICTUALER**

Name of Business: Farm Maid Foods dba Chequessett Chocolate

New  Renewal/No Changes (Skip to Section 3)

**Section 1 – License Type**

Type of License:  Food Service  Common Victualer (\$50)

**Type of Food Service Establishment:**

- Food Service (restaurant or take out)/ \$75
- Retail Food (commercially prepared foods)/\$15
- Residential Kitchen \$25
- Bed & Breakfast w/Continental Breakfast
- Catering/ \$50
- Manufacturer of Ice Cream/Frozen Dessert / \$10
- Bakery \$10

**Section 2 – Business/Owner/Manger Information**

Federal Employers Identification Number (FEIN/SS) \_\_\_\_\_

Business Name: FarmMaid Foods, Inc.

Owner Name: Katherine Reed Email Address: Farmmaidfoods@gmail.com

Mailing Address: P.O. Box 250, North Truro, MA 02652

Phone No: \_\_\_\_\_

**Section 3 – Business Operation Details**

Number of Seats: Inside: 13 Outside: \_\_\_\_\_ Number of Employees: 8

Length of Permit:  Annual  Seasonal Operation

Hours of Operation: 8:00 To 8:00

Days Closed Excluding Holidays: \_\_\_\_\_

If Seasonal: Approximate Dates of Operation: \_\_\_/\_\_\_/\_\_\_ To \_\_\_/\_\_\_/\_\_\_

Person Directly Responsible for Daily Operations: (Owner, Person in Charge, Supervisor, Manager)

Name: Katherine Reed Email Address: farmmaidfoods@gmail.com

Mailing Address: P.O. Box 250, N. Truro, MA 02652

Phone No \_\_\_\_\_ 24 Hour Emergency: \_\_\_\_\_



Certified Food Manager(s) (attach copy): (at least 1 full-time equivalent PER SHIFT required)

Katheme Reed

Allergen Awareness Certification (attach copy):

Katheme Reed

Has your menu changed from last year?  Yes  No

If yes please attach copy of menu or provide description of food to be prepared and sold:

**Section 4 - Attestation**

Attestation

I, the undersigned, attest to the accuracy of the information provided in this application and further agree to allow the regulatory authority access to the food service establishment as specified under § 8-402.11. I affirm that the food establishment operation will comply with 105 CMR 590.000, Truro Board of Health Regulation Section X, Food Service Regulations and all other applicable laws. Pursuant to MGL Ch. 62C § 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid state and local taxes required by law.

Signature of Applicant: Katheme Reed Date: 11/12/22

\*\*\*\*\*

**Application Checklist:**

- Food Service Permit Application
- Smoke Detector/Fire Protection Certification
- Workers Compensation Affidavit/Certificate of Insurance
- Copy of Inspection of Kitchen Equipment: Commercial Hood and Ventilation System Report
- Copy of Service report of mechanical washing equipment (Dishwasher)
- Copy of ServSafe Certification and Allergy Awareness
- Copy of Choke Saver (for food service establishment w/seating capacity of 25 or more)

**FOR HEALTH DEPARTMENT USE ONLY**

Comments: \_\_\_\_\_

Review by \_\_\_\_\_ Date \_\_\_\_\_



The Commonwealth of Massachusetts  
 Department of Industrial Accidents  
 1 Congress Street, Suite 100  
 Boston, MA 02114-2017  
 www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses.  
 TO BE FILED WITH THE PERMITTING AUTHORITY.

**Applicant Information**

Please Print Legibly

Business/Organization Name: FarmMaid Foods dba Chequessett Chocolate

Address: 8 Highland Road

City/State/Zip: North Turo, MA 02652 Phone #:

Are you an employer? Check the appropriate box:

1.  I am a employer with 8 employees (full and/ or part-time).\*
2.  I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
3.  We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]\*
4.  We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):

5.  Retail
6.  Restaurant/Bar/Eating Establishment
7.  Office and/or Sales (incl. real estate, auto, etc.)
8.  Non-profit
9.  Entertainment
10.  Manufacturing
11.  Health Care
12.  Other

\*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

\*\*If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.

Insurance Company Name: Hartford Insurance Company

Insurer's Address: One Park Place, 300 South State St, 7th Floor

City/State/Zip: Syracuse, NY 13202

Policy # or Self-ins. Lic. # \_\_\_\_\_

Expiration Date: 6/14/23

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: Katherine Reed

Date: 11/14/22

Phone #: \_\_\_\_\_

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: \_\_\_\_\_ Permit/License # \_\_\_\_\_

Issuing Authority (circle one):

1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office  
 6. Other \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone #: \_\_\_\_\_

# ServSafe® CERTIFICATION

## KATHERINE REED

for successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Examination, which is accredited by the American National Standards Institute (ANSI) - Conference for Food Protection (CFP).

20554096

CERTIFICATE NUMBER

10752

EXAM FORM NUMBER

5/12/2021

DATE OF EXAMINATION

5/12/2026

DATE OF EXPIRATION

Local laws apply. Check with your local regulatory agency for recertification requirements.



#0655

Sherri L. Brown  
Executive Vice President, National Restaurant Association Solutions



In accordance with Member Labor Contract 2016, Resolution 10/11/16 2013 Agreement 172, Article 4.1.1

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Contact us with questions at 233 S. Wacker Drive, Suite 3600, Chicago, IL 60606-6383 or ServSafe@restaurant.org.



# CERTIFICATE OF ALLERGEN AWARENESS TRAINING

**Name of Recipient: Katherine F Reed**


**Date of Completion: November 15, 2022**

**Date of Expiration: November 15, 2027**

*The above-named person is hereby issued this certificate  
for completing an allergen awareness training program  
recognized by the Massachusetts Department of Public Health  
in accordance with 105 CMR 590.009(G)(3)(a).*

*This certificate will be valid for five (5) years from date of completion.*

Issued By:

 **Berkshire  
AHEC**  
Area Health Education Center  
Pittsfield, Massachusetts  
[www.mafoodallergytraining.org](http://www.mafoodallergytraining.org)



**TRURO FIRE RESCUE**  
Truro Public Safety Facility  
344 Route 6 Truro, MA 02666

HEALTH DEPARTMENT  
TOWN OF TRURO

DEC 05 2022  
RECEIVED BY

**FIRE PROTECTION SYSTEMS  
ANNUAL TEST REPORT**

BUSINESS NAME: FARMMaid FOOD, INC/ RESIDENTIAL UNITS

OWNER/MANAGER: Katie Reed

ADDRESS: 8 HIGHLAND ROAD N. TRURO, MA 02652

PHONE #: \_\_\_\_\_ DATE NUMBER OF UNITS: ONE COMMERCIAL  
4 RESIDENTIAL

CONTACT PERSON: Katie Reed

ADDRESS: 8 HIGHLAND ROAD N. TRURO, MA 02652

TESTING COMPANY: Carlos Silva Electrician

TESTING ELECTRICIAN/TECHNICIAN: Carlos Silva

COMPANY PHONE #: 487 6218 HOME PHONE #: \_\_\_\_\_

LICENSE #: E38932

The fire protection system (s) including, but not limited to, (Sprinkler Systems) (Range Hood Systems) (Fire Extinguishers) (Type I II III Fire Alarm Systems) (C.O. Detectors) at the above mentioned business address, were tested, (CERTIFIED) the add parts of the systems, were found to be, or corrected to be, fully operational.

COMMENTS: \_\_\_\_\_

DATE OF CERTIFICATION: 11/23/22 BY: Carlos Silva

Signature of Licensed Electrician

**THIS REPORT MUST BE FILLED OUT AND SUBMITTED, PRIOR TO THE ISSUANCE OF,  
OR RENEWAL OF A LICENSE TO OPERATE WITHIN THE TOWN OF TRURO.**



# The Commonwealth of Massachusetts

## Town of Truro



### New and Renewal Certificate of Inspection

In accordance with 780 CMR, Chapter 1 (The Ninth Edition of the Massachusetts State Building Code) and Chapter 304 of the Acts of 2004 (an Act to further enhance fire and life safety), this certificate of inspection is issued to the premise or structure or part thereof as herein identified.

Issued to	Identify Name of Establishment					Certificate No.
	Farm Maid Foods/Chequessett Chocolates					23-002
Located at	Identify property address including street number, name, city or town and county					Certificate Expiration
	8 Highland Rd, Unit E Map 36 Parcel 89					12/7/2023
Use Group Classification	Basement	First Floor	Second Floor	Third Floor	Fourth Floor	Other
		A-3/B (occ. <50)				
Allowable Occupant Load (for egress calculation)		Table Service: 22 Kitchen: 4 Acc. Storage: 3 Counter Area: 2				
		Total = 31				

This certificate of inspection is hereby issued by the undersigned to certify that the premise, structure or portion thereof as herein specified has been inspected for general fire and life safety features. This certificate shall be framed behind clear glass and/or laminated and posted in a conspicuous place within the space as directed by the undersigned. Failure to post or tampering with the contents of the certificate is strictly prohibited.

Name of Municipal Fire Chief	TIMOTHY COLLINS	Name of Municipal Building Inspector	RICHARD STEVENS	Date of Inspection	10/26/2022
Signature of Municipal Fire Chief		Signature of Municipal Building Inspector		Date of Issuance	12/7/2022

**NOTICE  
TO  
EMPLOYEES**

HEALTH DEPARTMENT  
TOWN OF TRURO

JAN 05 2023

RECEIVED BY

**NOTICE  
TO  
EMPLOYEES**

**The Commonwealth of Massachusetts  
DEPARTMENT OF INDUSTRIAL ACCIDENTS**

LAFAYETTE CITY CENTER, 2 AVENUE DE LAFAYETTE, BOSTON, MA 02111  
(617) 727-4900 – <http://www.ma.gov/dia>

As required by Massachusetts General Law, Chapter 152, Sections 21, 22, & 30, this will give you notice that I (we) have provided for payment to our injured employees under the above mentioned chapter by insuring with:

003281 3/3

Hartford Fire Insurance Company  
**NAME OF INSURANCE COMPANY**

One Park Place, 300 South State St, 7th Floor Syracuse NY 13202  
**ADDRESS OF INSURANCE COMPANY**

**POLICY NUMBER**

06/04/22 - 06/04/23  
**EFFECTIVE DATES**

BENSON YOUNG & DOWNS INS AGENCY LLC  
**NAME OF INSURANCE AGENT**

PO BOX 559  
PROVINCETOWN MA 02657  
**ADDRESS**

(508)-487-0500  
**PHONE**

CHEQUESSETT CHOCOLATE  
**EMPLOYER**

PO BOX 250 NORTH TRURO MA 02652  
**ADDRESS**

**EMPLOYER'S WORKERS COMPENSATION OFFICER (IF ANY)**

**DATE**

**MEDICAL TREATMENT**

The above named insurer is required in cases of personal injuries arising out of and in the course of employment to furnish adequate and reasonable hospital and medical services in accordance with the provisions of the Workers Compensation Act. A copy of the First Report of Injury must be given to the injured employee. The employee may select his or her own physician. The reasonable cost of the services provided by the treating physician will be paid by the insurer, if the treatment is necessary and reasonably connected to the work related injury. In cases requiring hospital attention, employees are hereby notified that the insurer has arranged for such attention at the

**NAME OF HOSPITAL**

**ADDRESS**

**TO BE POSTED BY EMPLOYER**



HEALTH DEPARTMENT  
TOWN OF SANDWICH

JAN 05 2023

RECEIVED BY

**DO NOT REMOVE PER ORDER OF THE STATE FIRE MARSHAL**

DATE OF  
LAST SERVICE

JAN  
 FEB  
 MAR

APR  
 MAY  
 JUN

JUL  
 AUG  
 SEP

OCT  
 NOV  
 DEC

# INTEGRITY Total Service, LLC

219 Cotuit Road  
Sandwich, MA 02563  
(508) 309-9180

000373

HCI-000064

This system has been  Inspected  Cleaned to comply  
with NFPA Code #96 and local fire codes. For additional information  
refer to applicable system service report.

SERVICED BY L. Ostapchuk  
C OF C # 1095

NEXT SERVICE  
DUE IN

30 DAYS   
60 DAYS   
90 DAYS   
120 DAYS   
180 DAYS   
365 DAYS   
\_\_\_ DAYS



2022   
2023   
2024   
2025   
2026   
2027

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	31
16	17	18	19	20	21	22	23	24	25	26	27		29	30	

JAN 17 18 19 20 21 22





# TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

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

## TAX STATUS REQUEST FOR LICENSING

Date 11/09/2022

Request is coming from the Selectmen's Office

Owner's Name Katherine Reed

Business Name Chequessett Chocolate

Business Address B Highland Rd # E

Map and Parcel 36-89-E

**Please verify whether the Real Estate and Personal Property taxes to this property are up to date for the current fiscal year.**

  
\_\_\_\_\_  
Tax Collector's Signature

11/09/2022  
\_\_\_\_\_  
Date