



Truro Select Board Remote Meeting

Wednesday, May 10, 2023

Executive Session-3:30 pm

Regular Meeting-5:00pm

Remote via GoToMeeting

EXECUTIVE SESSION—3:30 pm

<https://meet.goto.com/445721917>

1-877-309-2073 Access Code: 445-721-917

This will be a remote meeting. The meeting will begin in open session solely for the purpose of moving, as set forth below, to enter into Executive Session. The meeting will be locked and closed to the public once the Board votes to enter into Executive Session.

Move that the Select Board enter into Executive Session for the following purposes:

- (1) in accordance with the provisions of Massachusetts General Law, Chapter 30A, §21 (a) 6, to consider the purchase, exchange, lease or value of real property where an open meeting may have a detrimental effect on the negotiating position of the Board, and the Chair so declares;*
- (2) in accordance with the provisions of Massachusetts General Law, Chapter 30A, §21 (a) 3, to discuss strategy with respect to collective bargaining (Truro Permanent Firefighters, Local 5281), where an open meeting may have a detrimental effect on the bargaining position of the Board, and the chair so declares;*
- (3) in accordance with the provisions of Massachusetts General Law, Chapter 30A, §21 (a) 2, to conduct strategy sessions in preparation for negotiations with nonunion personnel (all);*
- (4) in accordance with the provisions of Massachusetts General Law, Chapter 30A, §21 (a) 7 to comply with, or act under the authority of, any general or special law (Massachusetts General Law, Chapter 30A, §22 (f)(g)(Open Meeting Law), specifically, to review and approve and determine whether continued nondisclosure of the following executive session meeting minutes is warranted: March 14, 2023 and March 21, 2023; and not to reconvene in open session.*

REGULAR MEETING—5:00 pm

<https://meet.goto.com/986166453>

1-877-309-2073 Access Code: 986-166-453

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 1-877-309-2073 and enter the following access code when prompted: 986-166-453 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/986166453> 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

A. Eversource Energy-22 Highland Road

Presenter: Marissa Jackson, Right Of Way Agent, Eversource Energy

3. INTRODUCTION TO NEW EMPLOYEES

- A. Derrick Duquette and Lucas Tourgee; Firefighter-Paramedic and Firefighter-EMT for the Fire & Rescue Department
- B. Georgette Ducey, Outreach and Resource Coordinator for the Council on Aging

4. BOARD/COMMITTEE/COMMISSION APPOINTMENTS – NONE

5. STAFF/ COMMITTEE UPDATES

- A. Staff Update on 25 South Highland Road
Presenter: Jarrod Cabral, DPW Director

6. TABLED ITEMS – NONE

7. SELECT BOARD ACTION

- A. Election of Select Board Officers (Chair, Vice-Chair, and Clerk)
Presenter: Kristen Reed, Chair
- B. Review and Approve Select Board Liaison List
Presenter: Kristen Reed, Chair
- C. Discussion and Possible Vote to Change Summer Recreation Fees
Presenter: Damion Clements, Director of Community Services
- D. Vote to Enter into Contract Agreement with the Dennis Group Re: 25 South Highland Rd
Presenter: Jarrod Cabral, DPW Director
- E. Approval of Year-Round Condominium Conversion of Seaside Inn on Cape Cod Bay
Presenter: Emily Beebe, Health and Conservation Agent
- F. Discussion, Call for, and Possible Approval of Date for Special Town Meeting (Fall 2023)
Presenter: Darrin Tangeman, Town Manager

8. CONSENT AGENDA

- A. Review/Approve and Authorize Signature:
 - 1. Weekday Entertainment License-Sustainable Cape (Farmers' Market)
 - 2. 7-Day Entertainment License-Payomet Performing Arts Center
 - 3. Net Metering Agreement-Determination Letter
- B. Review and Approve Appointment Renewals: Noelle Scoullar and Elizabeth Sturdy to Board of Registrars
- C. Review and Approve 2023 Seasonal Business Licenses: Terra Luna and Blackfish Restaurant-Common Victualer, Lewis Brothers' Ice Cream-Hawker Peddler
- D. Review and Approve Non-Union Cost of Living Adjustment
- E. Review and Approve Select Board Minutes: Regular Meeting Minutes of 3.14.2023 and 3.21.2023

9. Select Board Reports/Comments

10. Town Manager Report

11. Next Meeting Agenda: May 23, 2023



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Noelle Scoullar, Executive Assistant, on behalf of Marissa Jackson, Right of Way Agent for Eversource Energy

REQUESTED MEETING DATE: May 10, 2023

ITEM: Petition from Eversource Energy

EXPLANATION: Eversource Energy is petitioning the Town to install approximately 200 feet of 2-4" pipe in concrete. The purpose of this construction is to provide electric service to 22 Highland Road, the location of the Cloverleaf project.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: The Cloverleaf location at 22 Highland Road will not have electrical service.

SUGGESTED ACTION: *Motion to approve the petition for 22 Highland Road and authorize the Select Board to sign the Form of Order electronically.*

ATTACHMENTS:

1. Petition
2. Form of Order
3. Plan
4. Public Hearing Ad
5. Certified Abutters List



484 Willow Street, West Yarmouth, MA 02673

RCVD 20230329 10:30
ADMINISTRATIVE OFFICE
TOWN OF TRURO

March 29, 2023

Select Board
Town of Truro
24 Town Hall Road
Truro, MA 02666

Dear Select board,

Enclosed you will find one (1) petition covering the installation of 200' +/- of 2-4" pipes in concrete.

The purpose of this construction is to provide electric service to 22 Highland Road.

For reference this is work request number 11900270.

The notice to abutters and hearing will be required.

Favorable action on the part of the selectmen will be greatly appreciated.

Very truly yours,

Marissa Jackson
Right of Way Agent
508-790-9001
Marissa.jackson@eversource.com

enc.

**PETITION FOR
UNDERGROUND CABLE AND CONDUIT LOCATIONS**

Truro, Massachusetts, March 29, 2023
TO THE SELECT BOARD OF THE TOWN OF TRURO, MASSACHUSETTS

NSTAR ELECTRIC COMPANY (d/b/a Eversource Energy) and

W/O# 11900270

requests permission to locate underground cables, conduits, manholes, including the necessary sustaining and protecting fixtures, in, under, along and across the following public way or ways:

Highland Road

**Installation of 200' +/- of 2-4" pipes in
concrete between existing pole 2/10
and 2/11**

Wherefore it prays that after due notice and hearing as provided by law, it be granted a location for and permission to install and maintain underground cables, conduits, and manholes, together with such sustaining and protecting fixtures as it may find necessary, said underground cables, conduits, and manholes to be installed substantially in accordance with the plan filed herewith marked **Plan No. 11900270, dated March 17, 2023.**

NSTAR ELECTRIC COMPANY (d/b/a Eversource Energy)

By Marissa Jackson

Marissa Jackson -Right of Way, Agent

FORM OF ORDER FOR UNDERGROUND CABLE AND CONDUIT LOCATIONS

IN SELECT BOARD FOR THE TOWN OF TRURO, MASSACHUSETTS

Notice having been given and a public hearing held, as provided by law,
IT IS HEREBY ORDERED THAT THE:

NSTAR ELECTRIC COMPANY (d/b/a Eversource Energy) and

W/O# 11900270

be and they are hereby granted a location for and permission to install and maintain underground cables, Conduits and manholes, together with such sustaining or protecting fixtures as said company may deem necessary, in, under, along and across the public way or ways hereinafter referred to, as requested in petition of said companies.

All construction under this order shall be in accordance with the following conditions:

Cables, conduits, and manholes shall be installed substantially at the point indicated upon the plan marked -- **Plan No. 11900270 dated March 17, 2023** filed with said petition. The following are the public ways or parts of ways under, along and across which the cables above referred to may be installed under this order.

Highland Road

**Installation of 200' +/- of 2-4" pipes in
concrete between existing pole 2/10
and 2/11**

I hereby certify that the foregoing order was adopted at a meeting of the Board of Selectmen of the Town of Truro, Massachusetts held on the _____ day of _____ 2023.

Select Board Clerk

Massachusetts

2023.

Received and entered in the records of location orders of the Town of _____
Book _____ Page _____.

Attest:

Town Clerk

We hereby certify that on _____ 2023, at _____ o'clock, _____ M,

at _____ a public hearing was held on the petition of the

NSTAR ELECTRIC COMPANY (d/b/a Eversource Energy)

for permission to install and maintain the underground cables, conduits, manholes and fixtures described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Companies are permitted to install underground cables, conduits, manholes and fixtures under said order. And that thereupon said order was duly adopted.

Select Board Truro, Massachusetts.

CERTIFICATE

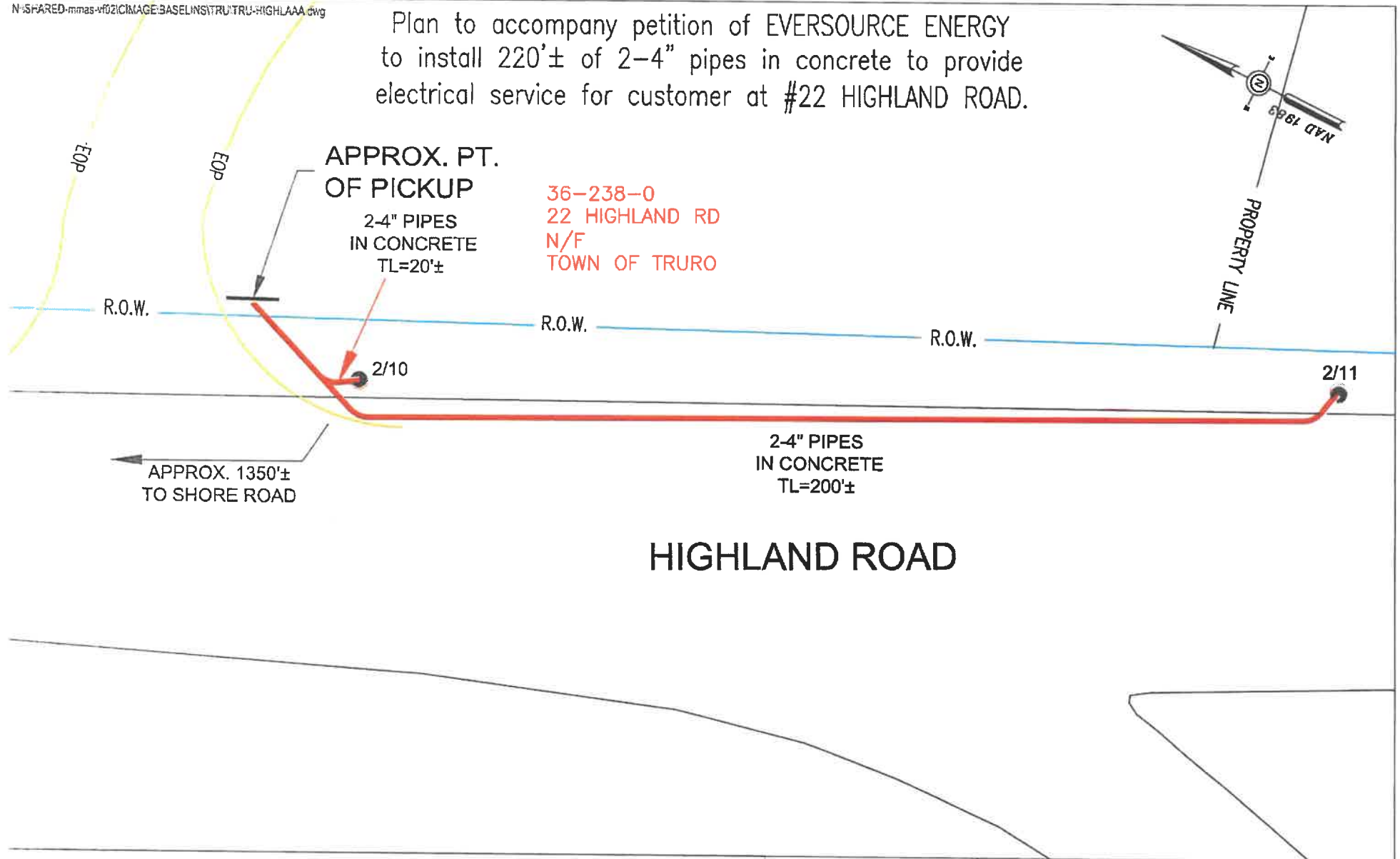
I hereby certify that the foregoing is a true copy of a location order and certificate of hearing with notice adopted by the Select Board of the Town of _____, Massachusetts, on the _____ day of _____ 2023, and recorded with the records of location orders of said Town, Book _____, Page _____.

This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:

Town Clerk

Plan to accompany petition of EVERSOURCE ENERGY to install 220'± of 2-4" pipes in concrete to provide electrical service for customer at #22 HIGHLAND ROAD.



THE INFORMATION CONTAINED IN THIS MAP, YOU AGREE THAT NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IS GIVEN WITH RESPECT TO THE INFORMATION. NEITHER NSTAR ELECTRIC COMPANY, NSTAR GAS COMPANY NOR ITS PATENTED, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS OR AGENTS (COLLECTIVELY THE "NSTAR ENTITIES") SHALL BE LIABLE FOR ANY LOSS OR DAMAGE, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM THE USE OF THIS INFORMATION, OR IN RELIANCE UPON IT TO THE EXTENT EXTENDED BY LAW, YOU AGREE BY YOUR ACCEPTANCE OF THE INFORMATION TO RELEASE, HOLD HARMLESS AND HOLD THE NSTAR ENTITIES HARMLESS FROM ANY SUCH LOSS OR DAMAGE.

THIS INFORMATION MAY NOT REPRESENT A SURVEY, MAY NOT BE THE MOST CURRENT AND IS SUBJECT TO CHANGE WITHOUT NOTICE. THE LIABILITY IS ASSURED FOR THE ACCURACY OF THE INFORMATION. YOU MAY NOT EXCEED THE INTENTED PURPOSES OF THE INFORMATION OR USE THE INFORMATION FOR OTHER THAN ITS INTENDED PURPOSES ARE PROHIBITED.

MASS. LAW

REQUIRES 72 HOURS ADVANCE NOTICE TO UTILITY COMPANIES BEFORE DIGGING BY ANYONE. CALL DIG-SAFE 1-888-344-7233

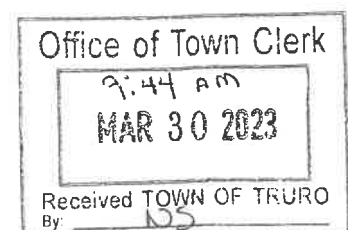
C#	NSTAR EVERSOURCE <small>ELECTRIC d/b/a</small> 1105 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125		
Ward #			
Work Order # 11900270	Plan of HIGHLAND ROAD, TRURO		
Surveyed by: N/A	Showing PROPOSED: CONDUIT LOCATION		
Research by: JC			
Plotted by: TL	Scale 1"=20'		
Proposed Structures: TL			
Approved: T THIBAUT	Date MARCH 17, 2023		
D#	SHEET	1 of 1	



TOWN OF TRURO
REMOTE PUBLIC HEARING
EVERSOURCE HEARING

The Truro Select Board will conduct a remote public hearing on a petition from Eversource Energy to install 200 feet +/- of 2-4" pipes in concrete. The purpose of this construction is to provide electrical service to the customer located at 22 Highland Road, map 36 parcel 238. Hearing will be held on Wednesday, May 10, 2023 at 5:00pm. To provide comment during the meeting please use this link <https://meet.goto.com/986166453> or call in toll-free at 1-877-309-2073 and enter the access code 986-166-453 when prompted.

Kristen Reed, Chair
Select Board



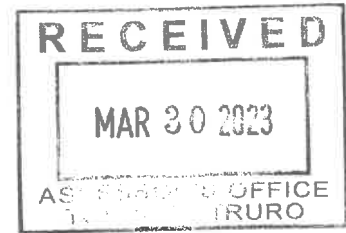


TOWN OF TRURO

Assessors Office

Certified Abutters List

Request Form



DATE: 3/29/2023

NAME OF APPLICANT: Eversource Energy

NAME OF AGENT (if any): Marissa Jackson

(Return to Noelle)

MAILING ADDRESS: 484 Willow Street, West Yarmouth, MA 02673

CONTACT: HOME/CELL 508-790-9001

EMAIL marissa.jackson@eversource.ca

PROPERTY LOCATION: 22 Highland Road, Truro

(street address)

PROPERTY IDENTIFICATION NUMBER: MAP 36 PARCEL 238 EXT. _____
(if condominium)

ABUTTERS LIST NEEDED FOR:
(please check all applicable)

FEE: \$15.00 per checked item
(Fee must accompany the application unless other arrangements are made)

☐ Board of Health⁵

☐ Planning Board (PB)

☐ Zoning Board of Appeals (ZBA)

☐ Cape Cod Commission

☐ Special Permit¹

☐ Special Permit¹

☐ Conservation Commission⁴

☐ Site Plan²

☐ Variance¹

☐ Licensing

☐ Preliminary Subdivision³

Type: _____

☐ Definitive Subdivision³

☐ Accessory Dwelling Unit (ADU)²

X Other 200 +/- of pipes in concrete and primary cable Select Bd (Fee: Inquire with Assessors)
(Please Specify) Public Hearing

Note: Per M.G.L., processing may take up to 10 calendar days. Please plan accordingly.

THIS SECTION FOR ASSESSORS OFFICE USE ONLY

Date request received by Assessors: 3/30/2023

Date completed: 3/30/2023

List completed by: [Signature]

Date paid: DUE Cash/Check _____

¹Abutters, owners of land directly opposite on any public or private street or way, and abutters to the abutters within 300 feet of the property line.

²Abutters to the subject property, abutters to the abutters, and owners of properties across the street from the subject property.

³Landowners immediately bordering the proposed subdivision, landowners immediately bordering the immediate abutters, and landowners located across the streets and ways bordering the proposed subdivision. Note: For Definitive Subdivision only, responsibility of applicant to notify abutters and produce evidence as required.

⁴All abutters within 300 feet of parcel, except Beach Point between Knowles Heights Road and Provincetown border, in which case it is all abutters within 100 feet. Note: Responsibility of applicant to notify abutters and produce evidence as required.

⁵Abutters sharing any boundary or corner in any direction – including land across a street, river or stream. Note: Responsibility of applicant to notify abutters and produce evidence as required.



TRURO ASSESSORS OFFICE

PO Box 2012 Truro, MA 02666

Telephone: (508) 214-0921

Fax: (508) 349-5506

Date: March 30, 2023

To: Marissa Jackson, Agent for EverSource Energy

From: Assessors Department

Certified Abutters List: 22 Highland Road (Map 36, Parcel 238)

Planning Board/ Site Plan

Attached is a combined list of abutters for the property located at 22 Highland Road.

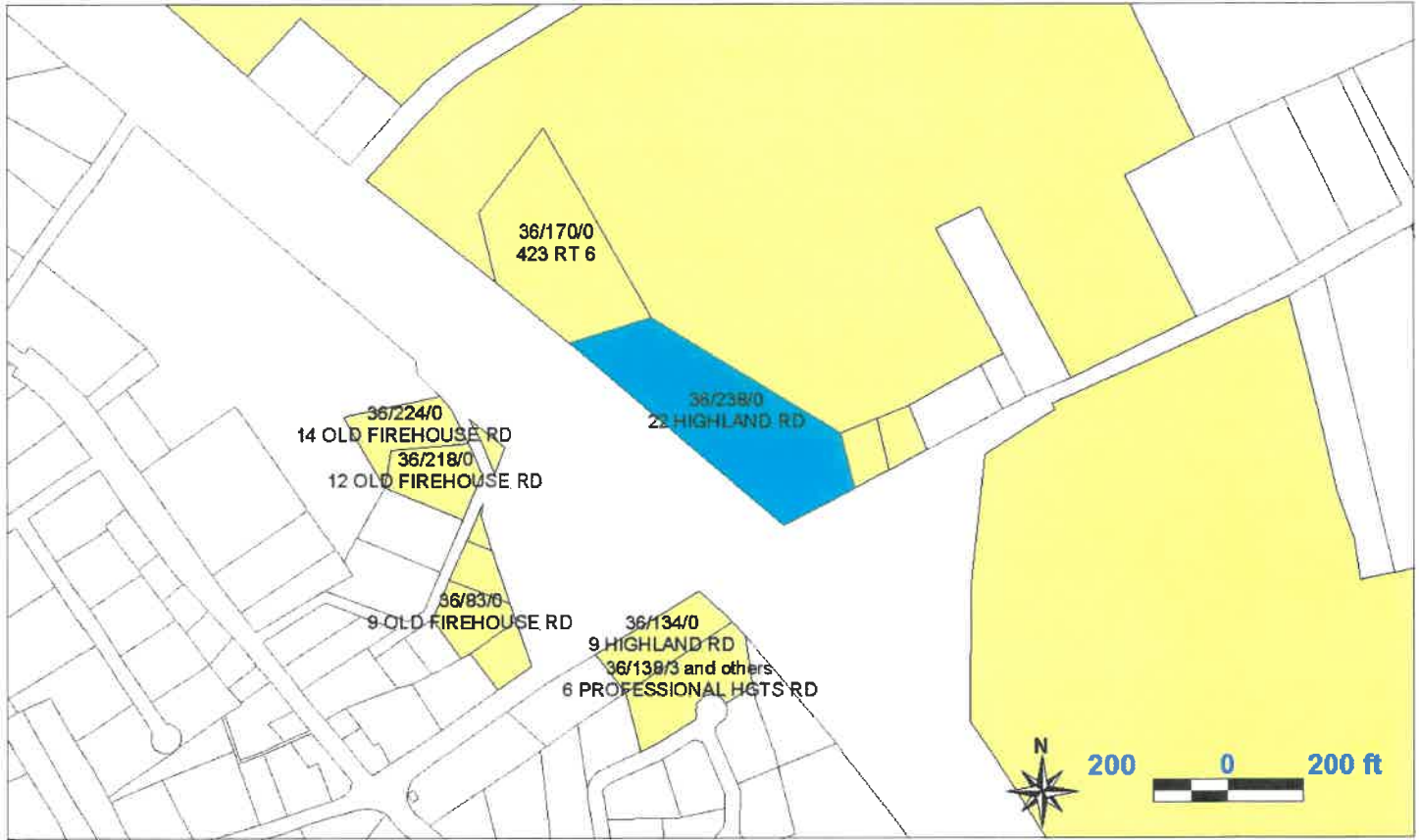
The current owner is Town of Truro.

The names and addresses of the abutters are as of March 24, 2023 according to the most recent documents received from the Barnstable County Registry of Deeds.

Certified by:

Olga Farrell
Assessing Clerk

Custom Abutters List



Key	Parcel ID	Owner	Location	Mailing Street	Mailing City	ST	ZipCd/Country
967	36-76-0-E	TOWN OF TRURO	15 OLD FIREHOUSE RD	PO BOX 2030	TRURO	MA	02666-2030
969	36-79-0-E	TOWN OF TRURO	13 OLD FIREHOUSE RD	PO BOX 2030	TRURO	MA	02666-2030
970	36-80-0-R	GAMSEY ASTRANADA	11 OLD FIREHOUSE RD	PO BOX 318	TRURO	MA	02666-0318
973	36-83-0-R	COURT RICHARD A & PAMELA J	9 OLD FIREHOUSE RD	158 INDIAN TRAIL	DENNISPORT	MA	02639
7015	36-89-A-R	M J M TRURO LLC	8-A HIGHLAND RD	PO BOX 1367	PROVINCETOWN	MA	02657
7016	36-89-B-R	M J M TRURO LLC	8-B HIGHLAND RD	PO BOX 1367	PROVINCETOWN	MA	02657
7017	36-89-C-R	M J M TRURO LLC	8-C HIGHLAND RD	PO BOX 1367	PROVINCETOWN	MA	02657
7018	36-89-D-R	M J M TRURO LLC	8-D HIGHLAND RD	PO BOX 1367	PROVINCETOWN	MA	02657
7019	36-89-E-R	HIGH TIDE GROUP LLC MGR: KATHERINE F REED	8-E HIGHLAND RD	PO BOX 250	NORTH TRURO	MA	02652
7036	36-89-F-E	8 HIGHLAND ROAD CONDOMINIUM	8 HIGHLAND RD	PO BOX 1367	PROVINCETOWN	MA	02657
1021	36-134-0-R	STRAZNITSKAS ELIZABETH & DAVID	9 HIGHLAND RD	PO BOX 990	NO TRURO	MA	02652
6049	36-138-1-R	KMETZ DEBORAH J	6 PROFESSIONAL HGTS RD	PO BOX 1164	PROVINCETOWN	MA	02657
6050	36-138-2-R	SETTE LISA A & BRADFIELD ELIZABETH	6 PROFESSIONAL HGTS RD	PO BOX 24	PROVINCETOWN	MA	02657
6933	36-138-3-E	6 PROFESSIONAL HGT RD CONDO TR TRS: JOHN B & RELLA R RICE	6 PROFESSIONAL HGTS RD	416 BROOK RD	CHELSEA	VT	05038-8917
1056	36-170-0-R	ROBBINS NAOMI	423 RT 6	PO BOX 2025	TRURO	MA	02666-2025

Handwritten signature
3/30/2023

Key	Parcel ID	Owner	Location	Mailing Street	Mailing City	ST	ZipCd/Country
1064	36-178-0-R	MAXWELL CHRISTINE A	24 HIGHLAND RD	49 NUTHATCH KNOB	GLASTONBURY	CT	06033
1066	36-180-0-R	DECKER WILLIAM V	26 HIGHLAND RD	PO BOX 275	NORTH TRURO	MA	02652
1102	36-218-0-R	THOMPSON JAMES M & PASCAL	12 OLD FIREHOUSE RD	PO BOX 488	NO TRURO	MA	02652
5656	36-224-0-E	TOWN OF TRURO	14 OLD FIREHOUSE RD	PO BOX 2030	TRURO	MA	02666-2030
7292	40-999-0-E	USA-DEPT OF INTERIOR Cape Cod National Seashore	0 CAPE COD NATIONAL SEASHORE	99 Marconi Site Rd	Wellfleet	MA	02667

on 3/30/2023

36-76-0-E	36-79-0-E	36-80-0-R
TOWN OF TRURO PO BOX 2030 TRURO, MA 02666-2030	TOWN OF TRURO PO BOX 2030 TRURO, MA 02666-2030	GAMSEY ASTRANADA PO BOX 318 TRURO, MA 02666-0318
36-83-0-R	36-89-A-R	36-89-B-R
COURT RICHARD A & PAMELA J 158 INDIAN TRAIL DENNISPORT, MA 02639	M J M TRURO LLC PO BOX 1367 PROVINCETOWN, MA 02657	M J M TRURO LLC PO BOX 1367 PROVINCETOWN, MA 02657
36-89-C-R	36-89-D-R	36-89-E-R
M J M TRURO LLC PO BOX 1367 PROVINCETOWN, MA 02657	M J M TRURO LLC PO BOX 1367 PROVINCETOWN, MA 02657	HIGH TIDE GROUP LLC MGR: KATHERINE F REED PO BOX 250 NORTH TRURO, MA 02652
36-89-F-E	36-134-0-R	36-138-1-R
8 HIGHLAND ROAD CONDOMINIUM PO BOX 1367 PROVINCETOWN, MA 02657	STRAZNITSKAS ELIZABETH & DAVID PO BOX 990 NO TRURO, MA 02652	KMETZ DEBORAH J PO BOX 1164 PROVINCETOWN, MA 02657
36-138-2-R	36-138-3-E	36-170-0-R
SETTE LISA A & BRADFIELD ELIZABETH PO BOX 24 PROVINCETOWN, MA 02657	6 PROFESSIONAL HGT RD CONDO TR TRS: JOHN B & RELLEA R RICE 416 BROOK RD CHELSEA, VT 05038-8917	ROBBINS NAOMI PO BOX 2025 TRURO, MA 02666-2025
36-178-0-R	36-180-0-R	36-218-0-R
MAXWELL CHRISTINE A 49 NUTHATCH KNOB GLASTONBURY, CT 06033	DECKER WILLIAM V PO BOX 275 NORTH TRURO, MA 02652	THOMPSON JAMES M & PASCAL PO BOX 488 NO TRURO, MA 02652
36-224-0-E	40-999-0-E	
TOWN OF TRURO PO BOX 2030 TRURO, MA 02666-2030	USA-DEPT OF INTERIOR Cape Cod National Seashore 99 Marconi Site Rd Wellfleet, MA 02667	



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Noelle Scoullar, Executive Assistant

REQUESTED MEETING DATE: May 10, 2023

ITEM: Introductions to two new Fire Department Employees

EXPLANATION: Derrick Duquette and Lucas Tourgee are recent new hires to the Truro Fire Department. Derrick Duquette, Firefighter-Paramedic, and Lucas Tourgee, Firefighter-EMT will be introduced to the Select Board and the citizens of Truro virtually during this agenda item.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: N/A

SUGGESTED ACTION: None

ATTACHMENTS: None



Agenda Item: 3B

TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Damion Clements, Director of Community Services

REQUESTED MEETING DATE: May 10, 2023

ITEM: Introduction of new employee – Georgette Ducey, Outreach & Resource Coordinator for the Council on Aging.

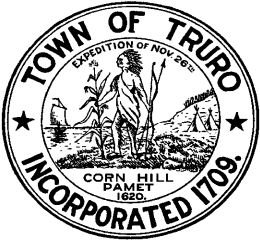
EXPLANATION: Georgette Ducey, Outreach & Resource Coordinator, is the newest employee of the Community Services Department in the Council on Aging division. She will be introduced to the Select Board and the citizens of Truro virtually during this agenda item.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: N/A

SUGGESTED ACTION: None

ATTACHMENTS: None



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: DPW

REQUESTOR: Jarrod J. Cabral, DPW Director

REQUESTED MEETING DATE: May 10, 2023

ITEM: Staff Update on 25 So. Highland Road

EXPLANATION: The bid procurement process to raise, lift, move, and relocate 13 Walsh Way and a residential structure located at 127 So. Pamet is complete. The next step will be to award a contract to the lowest, most responsive bidder. Awarding a contract for relocating the residential structure will trigger the following timeline and immediate action.

Immediate Action & Outreach:

- Formulate a letter to abutters notifying them of the intended use of the property, and sequencing of the project.
- Post all information related to the project for public review, and update Town and social media websites as the project moves forward.
- Conduct Public Hearing to review site layout in regard to landscaping and vegetative screening.

Timeline for Construction:

- May 2023 - Award a contract for relocating the residential structures and schedule the project with the awarded bidder and Eversource. Estimated time for structures to be moved and placed on new foundations is September 2023.
- June 2023 - Advertise a bid announcement for all materials and labor for installing two concrete foundations to support two residential structures at 25 So. Highland. Anticipated contract award date for the foundations is July 2023. Schedule installation of the new foundations for no later than August 2023. A curb cut application will be submitted at this time.
- June 2023 – Submit a septic system installation permit, schedule a Board of Health

meeting, for review and approval for a five-bedroom system.

- August 2023 - Advertise a bid announcement for architectural improvements and septic system for the structures. Award a contract for the architectural improvements and septic system installation no later than September 2023. Schedule architectural improvements and septic system installation for the fall of 2023.

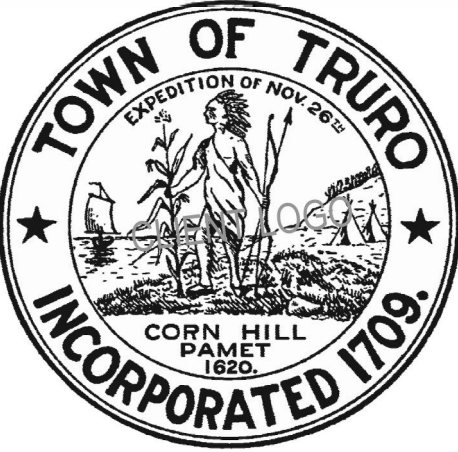
FINANCIAL SOURCE (IF APPLICABLE): Affordable Housing Trust Fund will fund costs associated with 127 So. Pamet, as allocated by the Board (as Trustees) at the September 13, 2022 meeting. Total cost for 127 So. Pamet is \$221,550 (cost includes house move). The Underutilized Properties grant which is part of the Community Housing One Stop grant provided by the state will fund 13 Walsh Way. Total cost for 13 Walsh Way is \$379,475 (cost includes house move and septic installation).

IMPACT IF NOT APPROVED: N/A

SUGGESTED ACTION: Update Only

ATTACHMENTS:

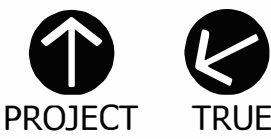
1. Proposed site layout
2. Proposed architectural improvements (Walsh Way)
3. Proposed architectural improvements (127 So. Pamet)

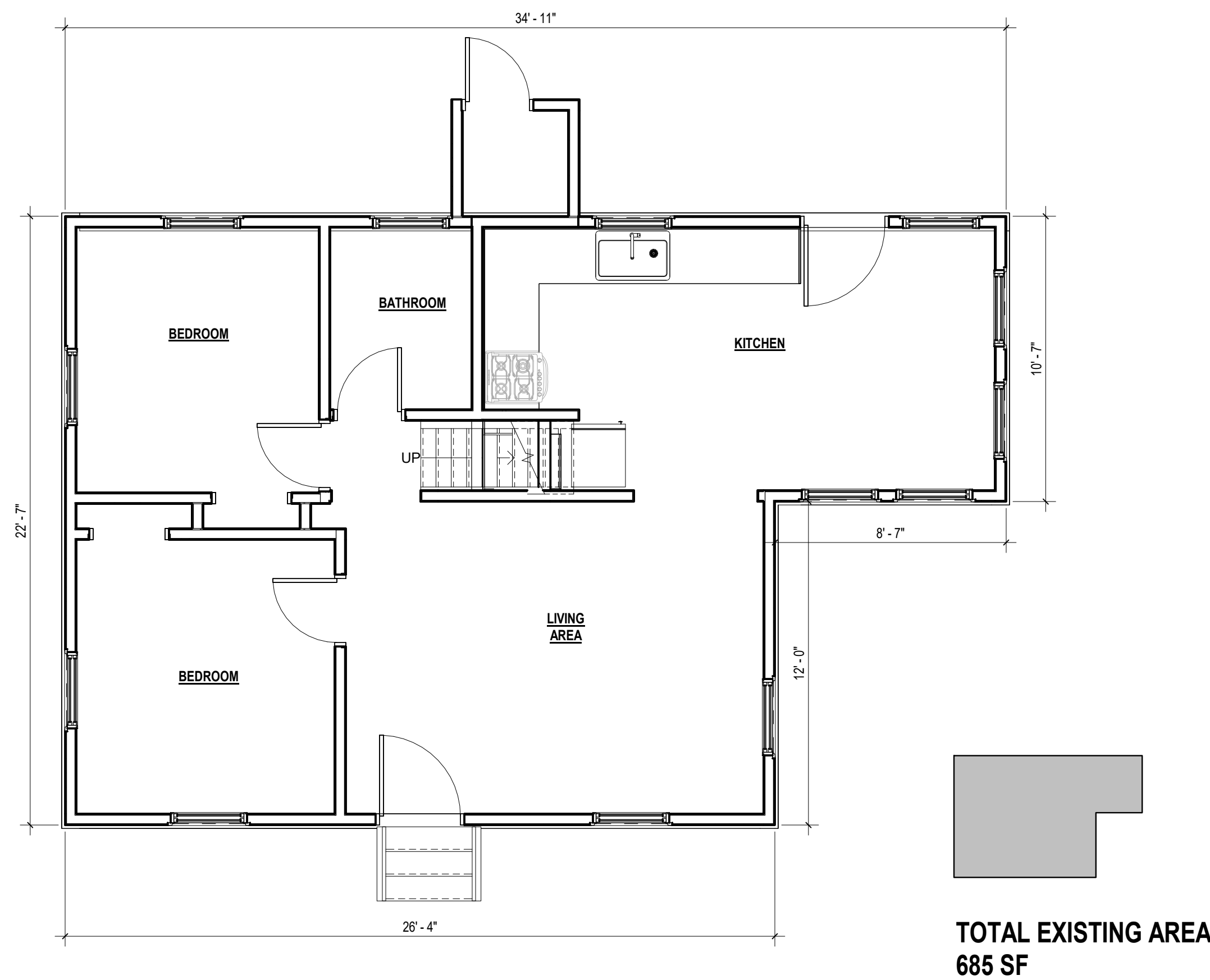


TOWN OF TRURO, MA

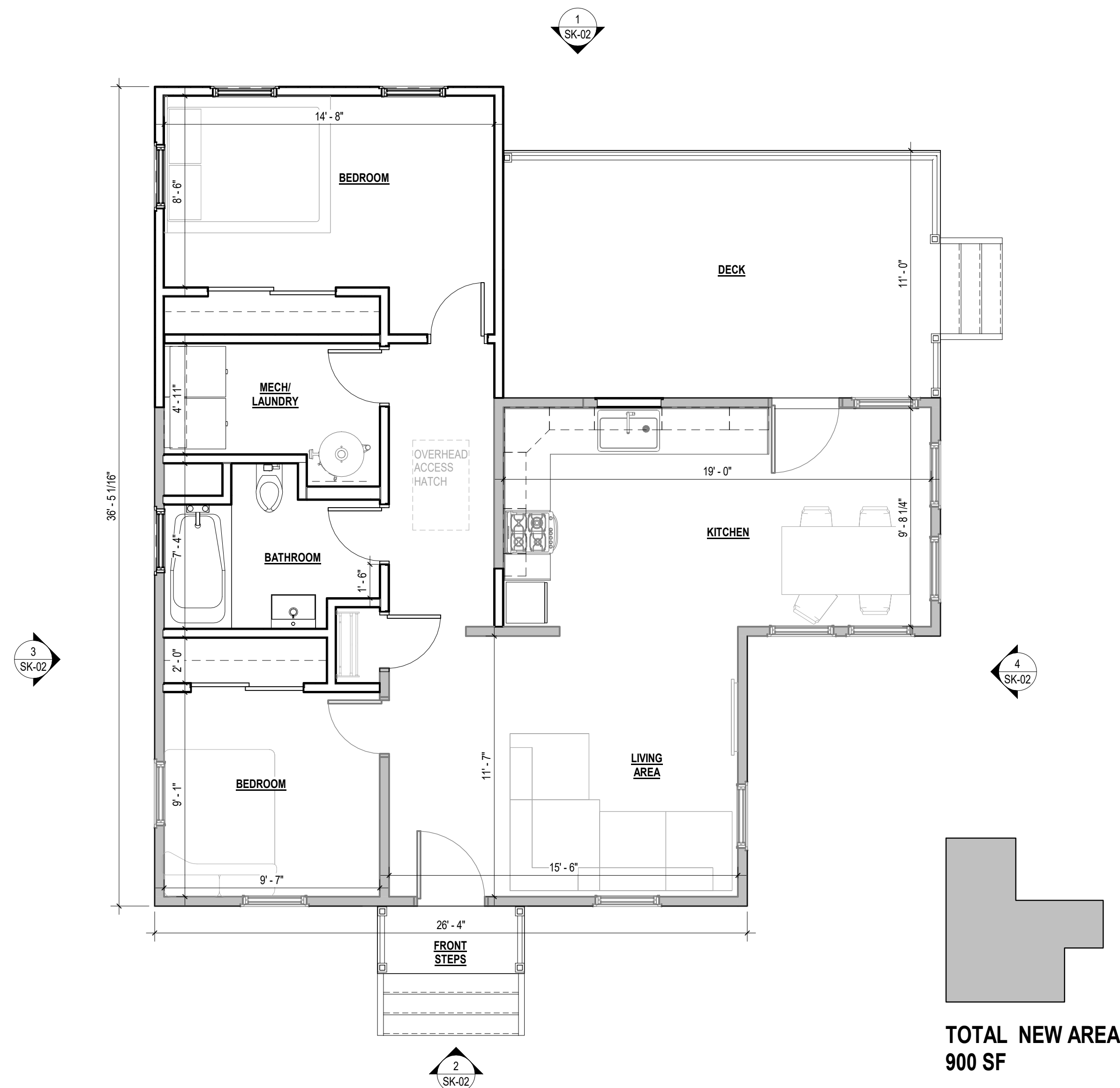
25 HIGHLAND RD SITE LAYOUT

SCALE: AS NOTED

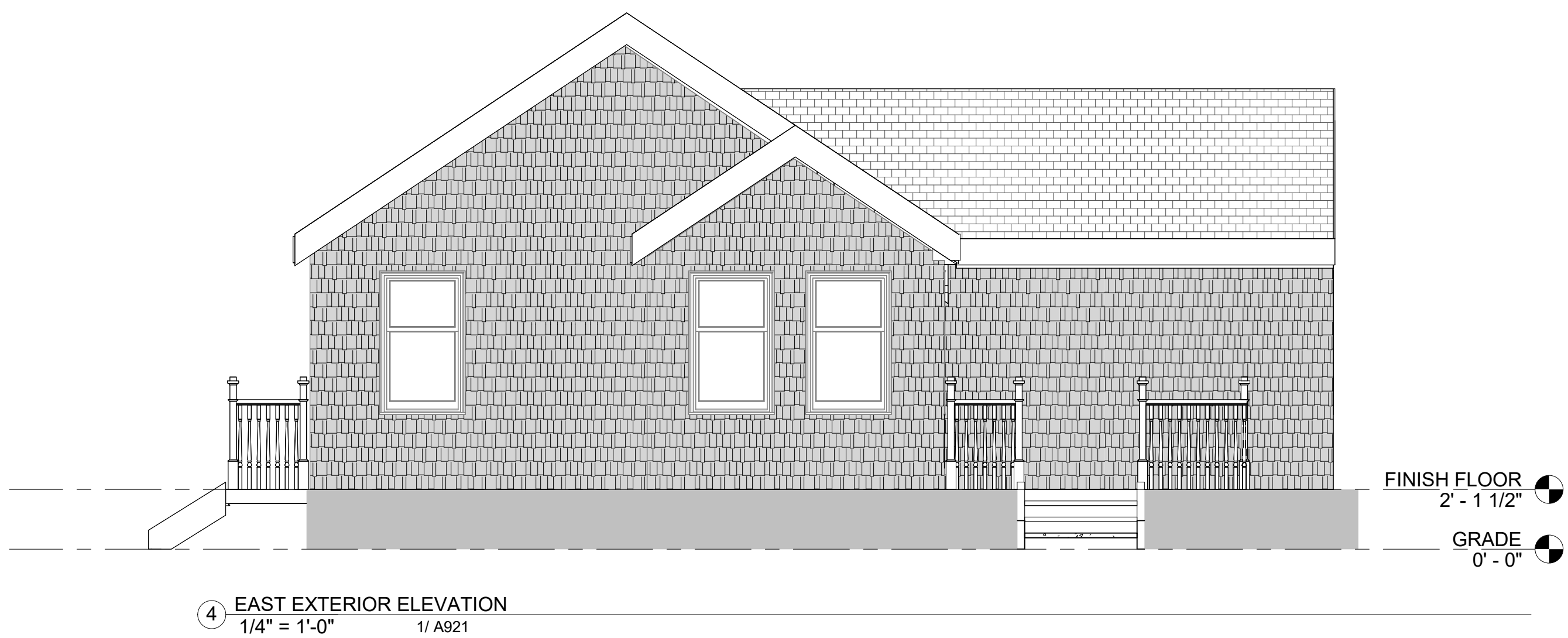




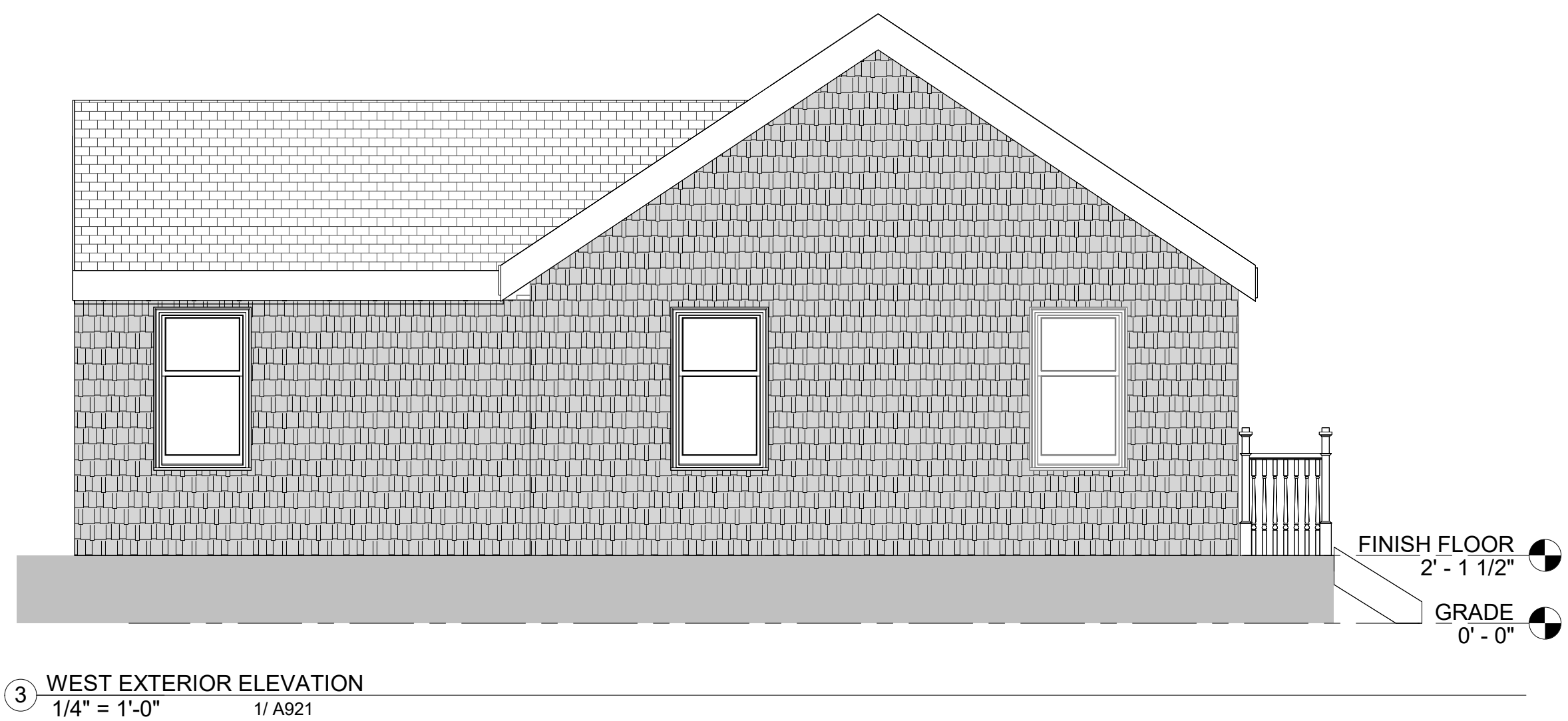
8 EXISTING OVERALL FLOOR PLAN
1/4" = 1'-0"



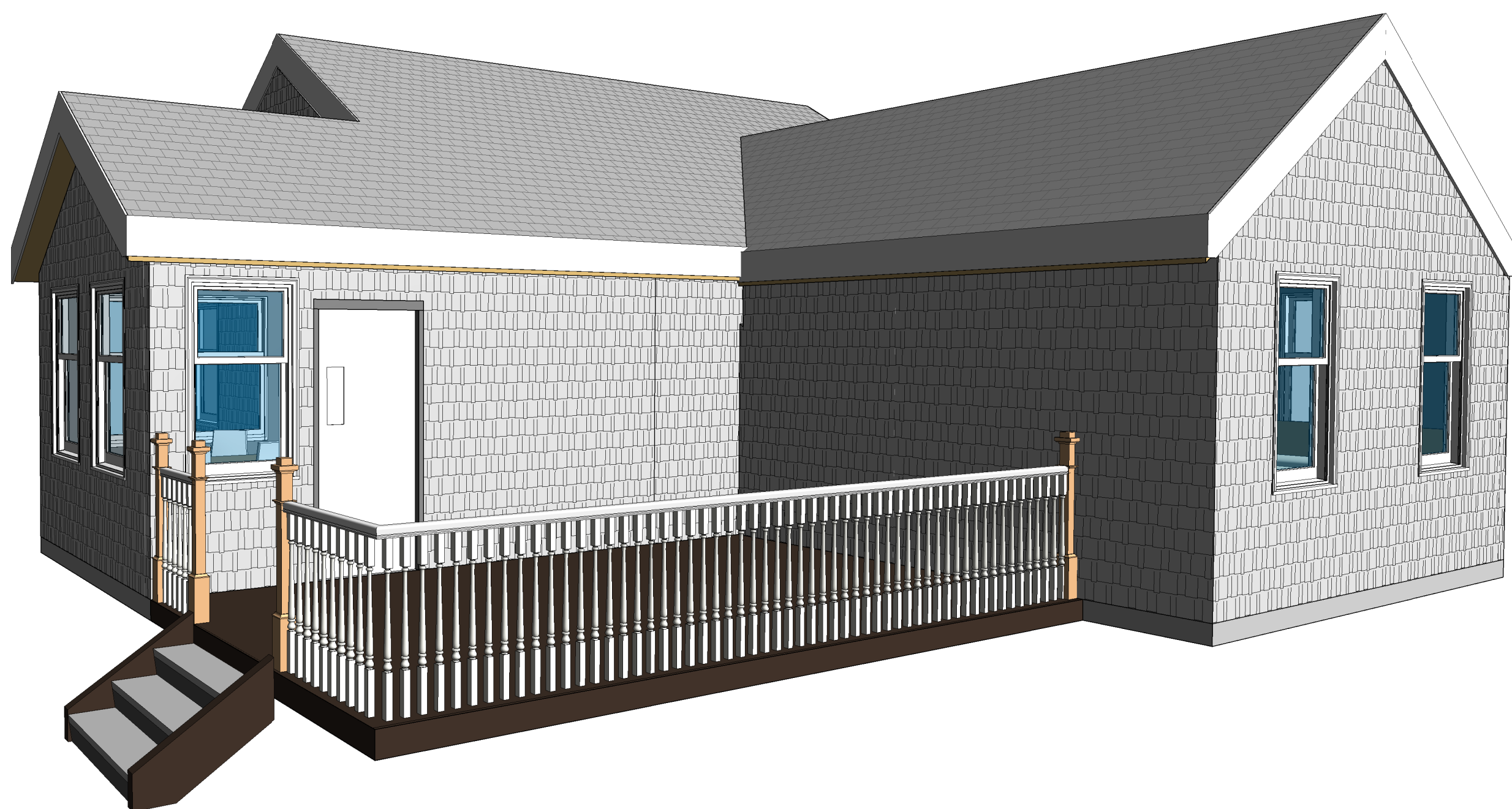
6 NEW OVERALL FLOOR PLAN
1/4" = 1'-0"



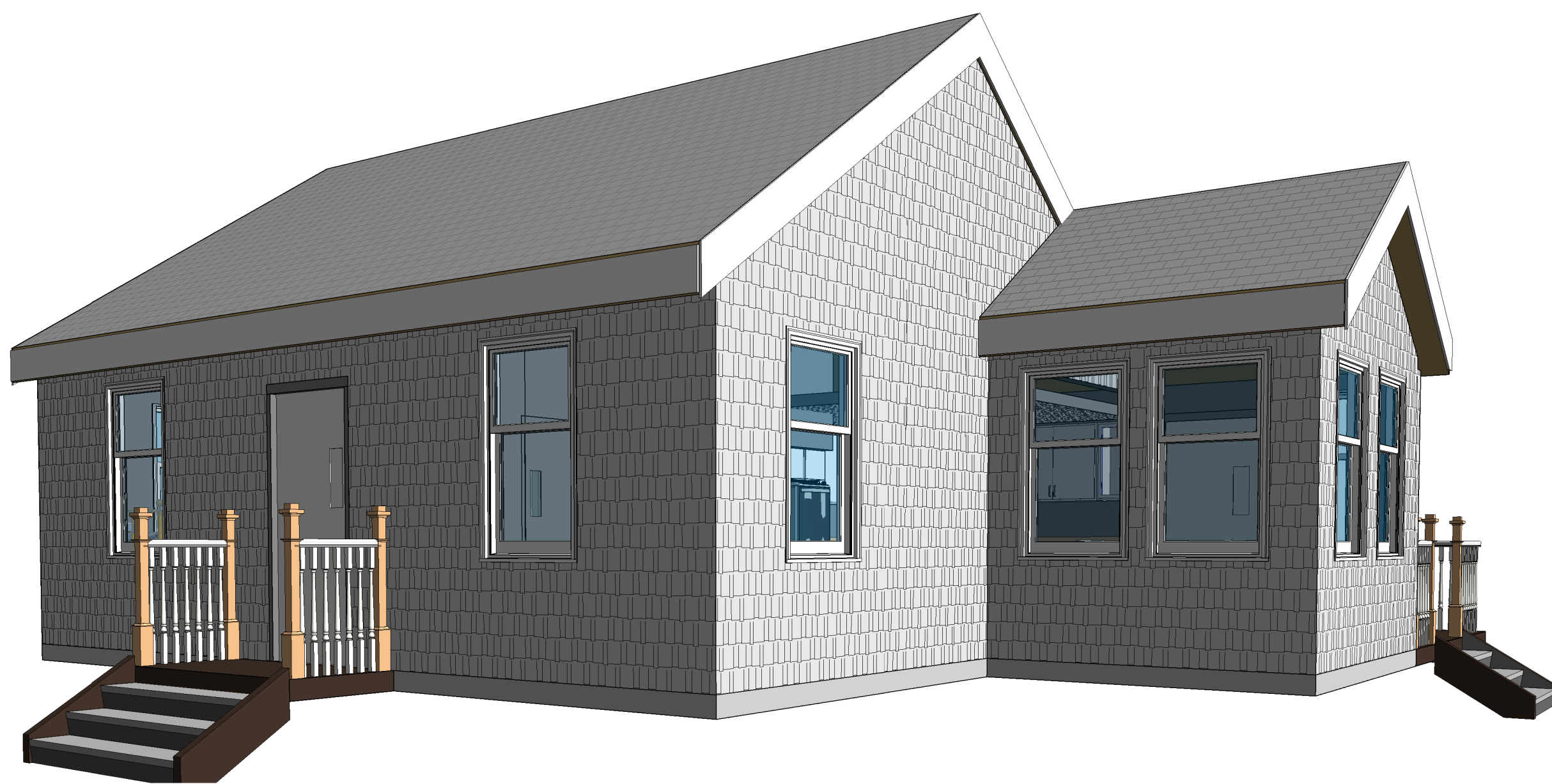
4 EAST EXTERIOR ELEVATION
1/4" = 1'-0" 1/ A921



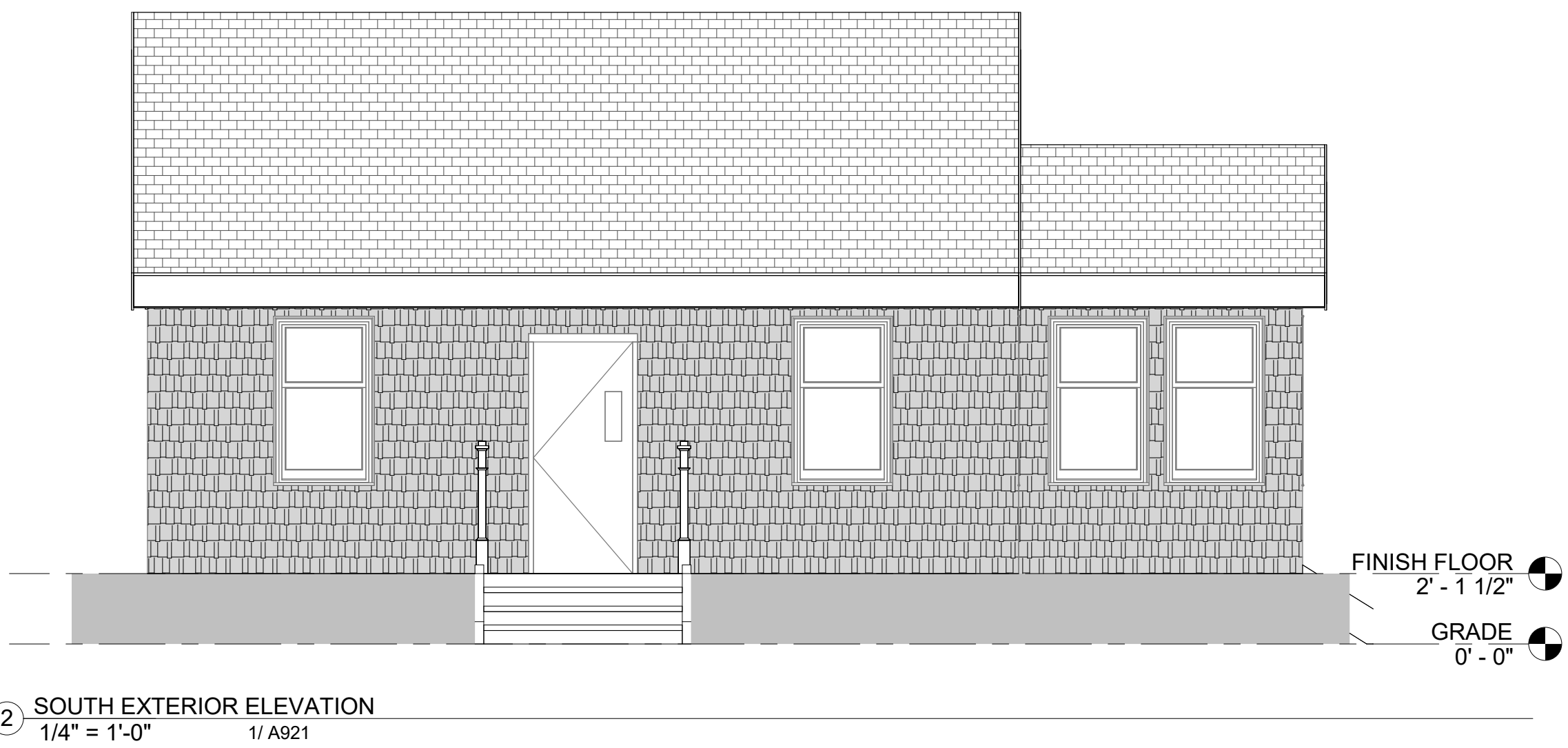
3 WEST EXTERIOR ELEVATION
1/4" = 1'-0" 1/ A921



7 BACK PERSPECTIVE



5 FRONT PERSPECTIVE



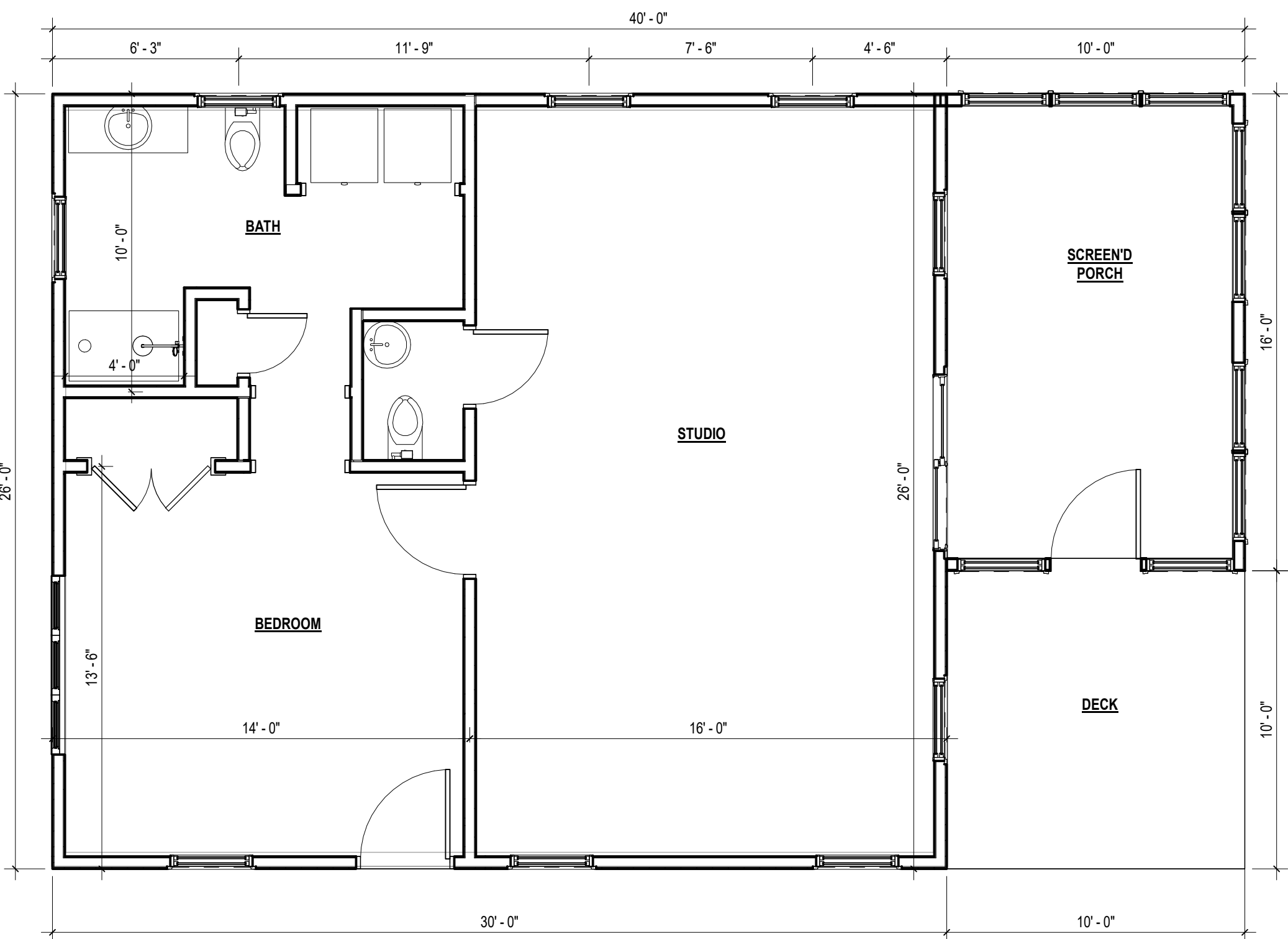
2 SOUTH EXTERIOR ELEVATION
1/4" = 1'-0" 1/ A921



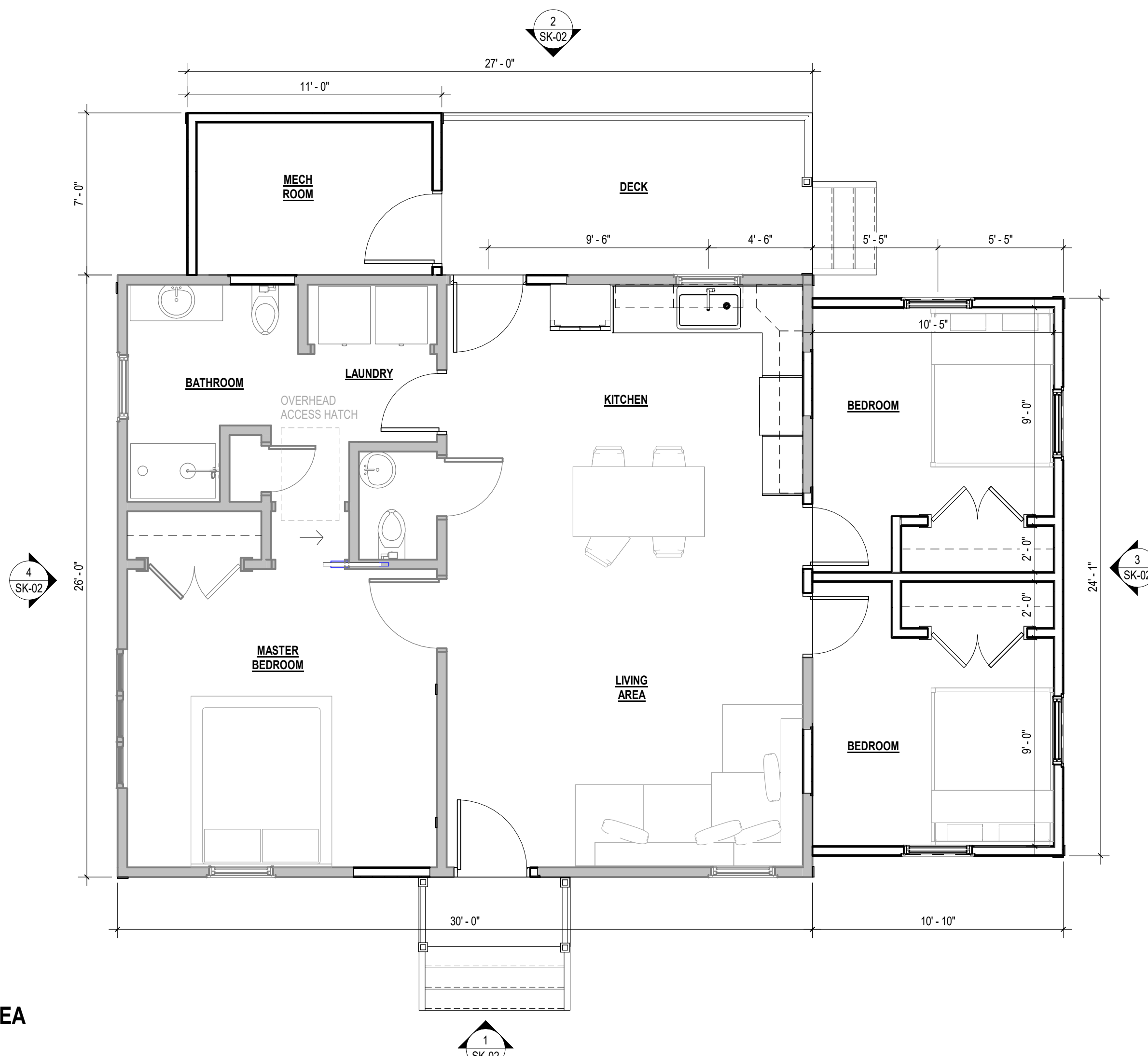
1 NORTH EXTERIOR ELEVATION
1/4" = 1'-0" 1/ A921

SCALE: AS NOTED





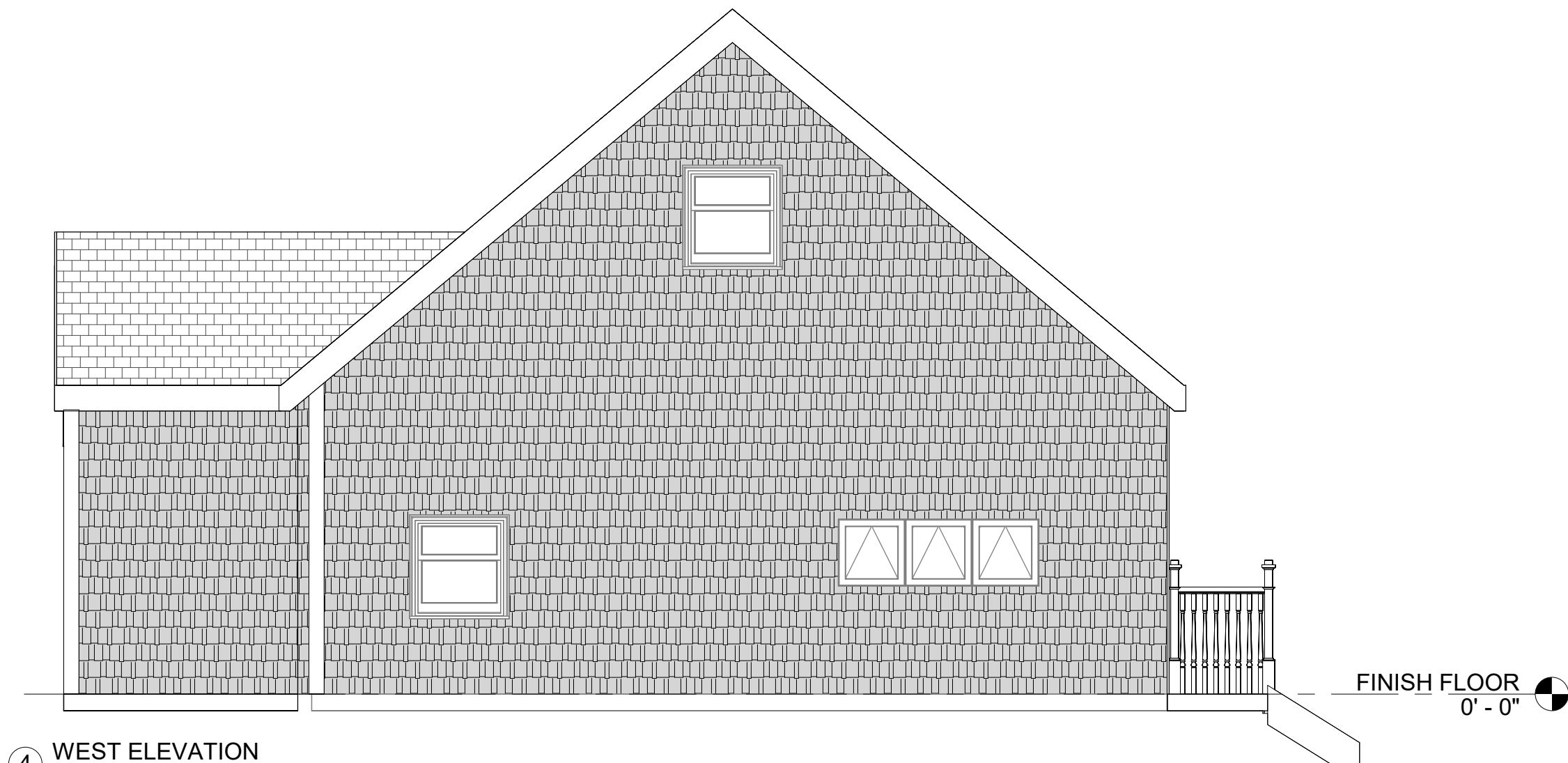
8 EXISTING OVERALL FLOOR PLAN
1/4" = 1'-0"



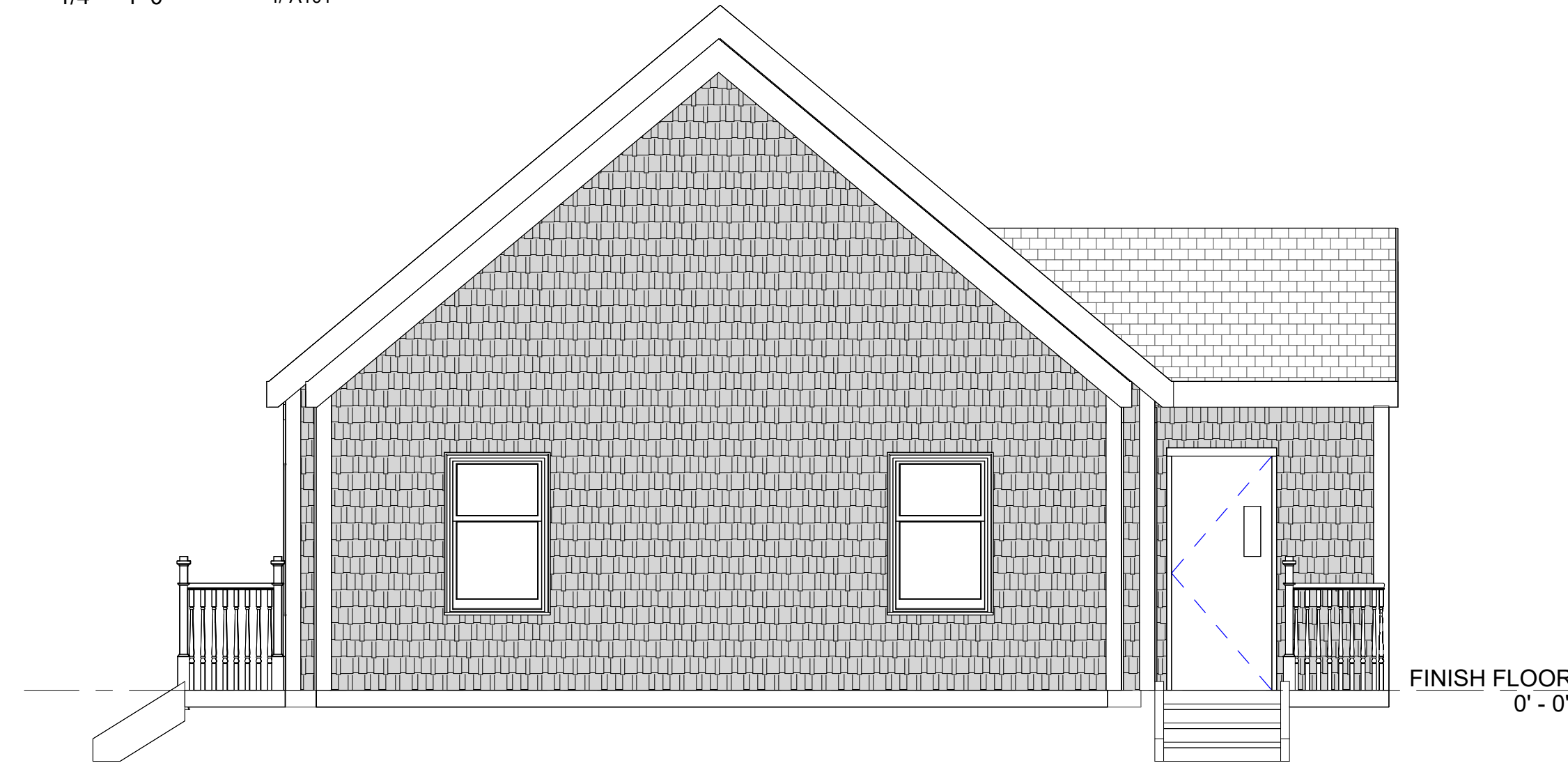
6 NEW OVERALL FLOOR PLAN
1/4" = 1'-0"

TOTAL EXISTING AREA
940 SF

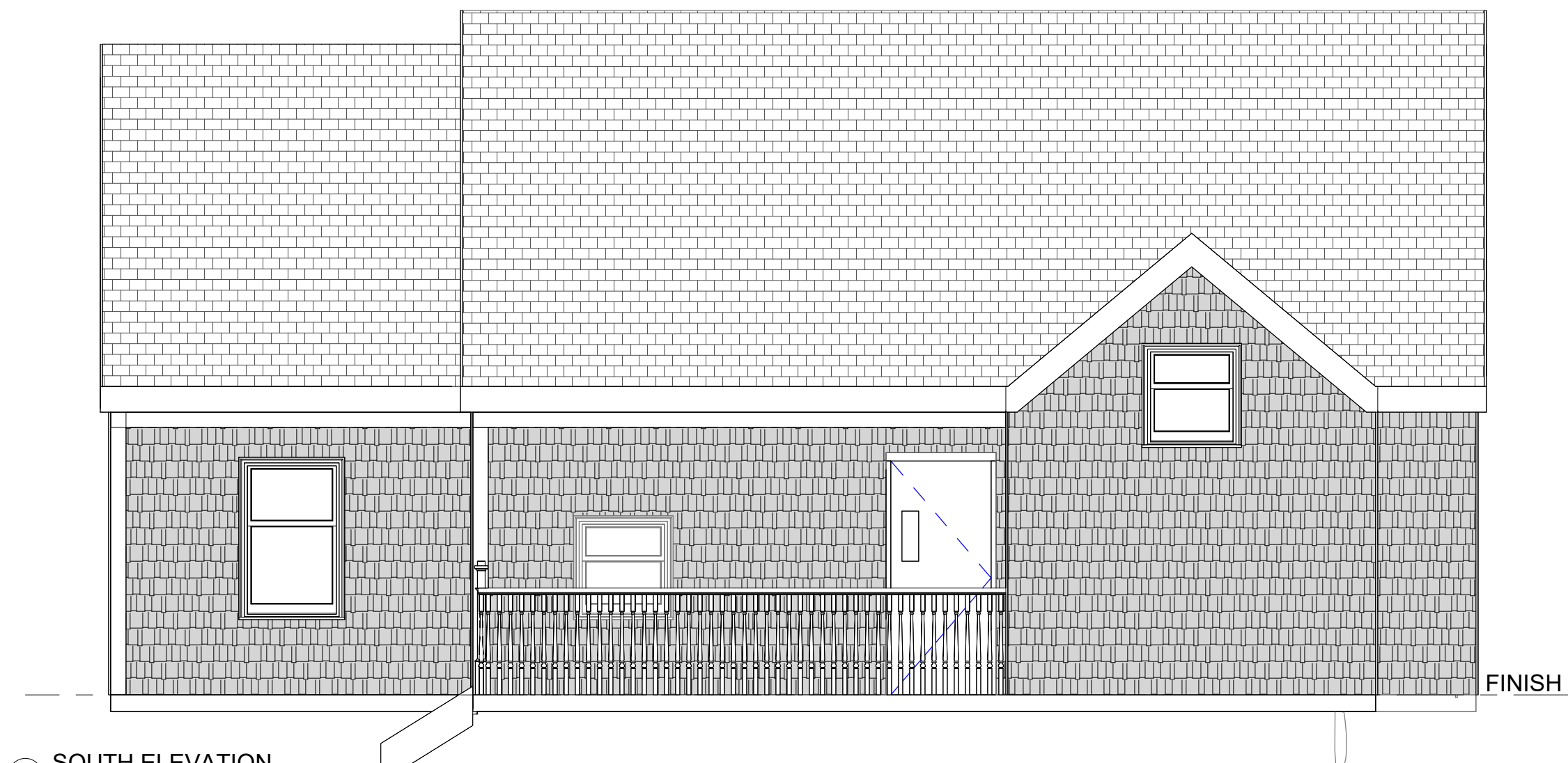
TOTAL NEW AREA
1130 SF



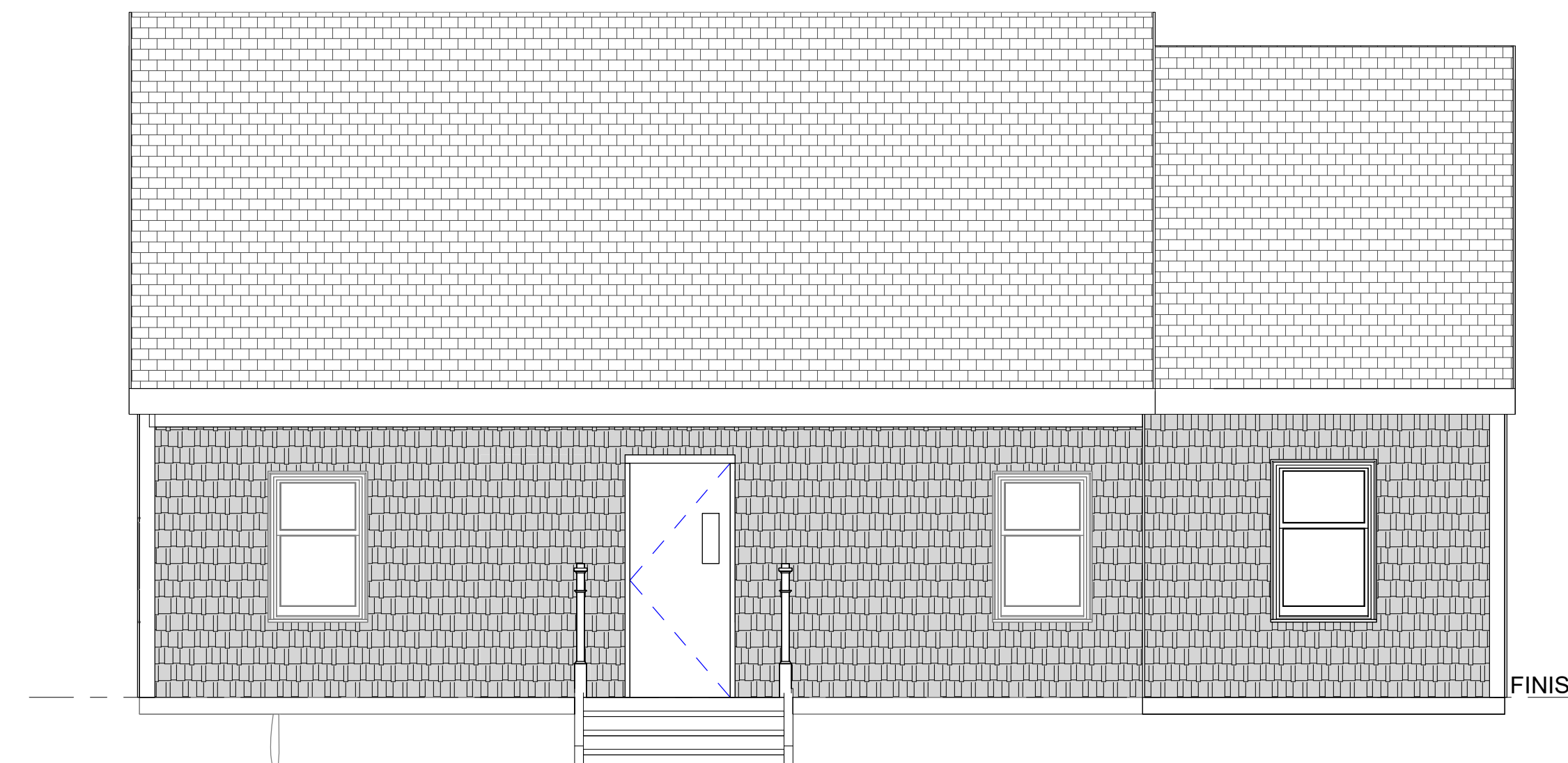
4 WEST ELEVATION
1/4" = 1'-0"



3 EAST ELEVATION
1/4" = 1'-0"

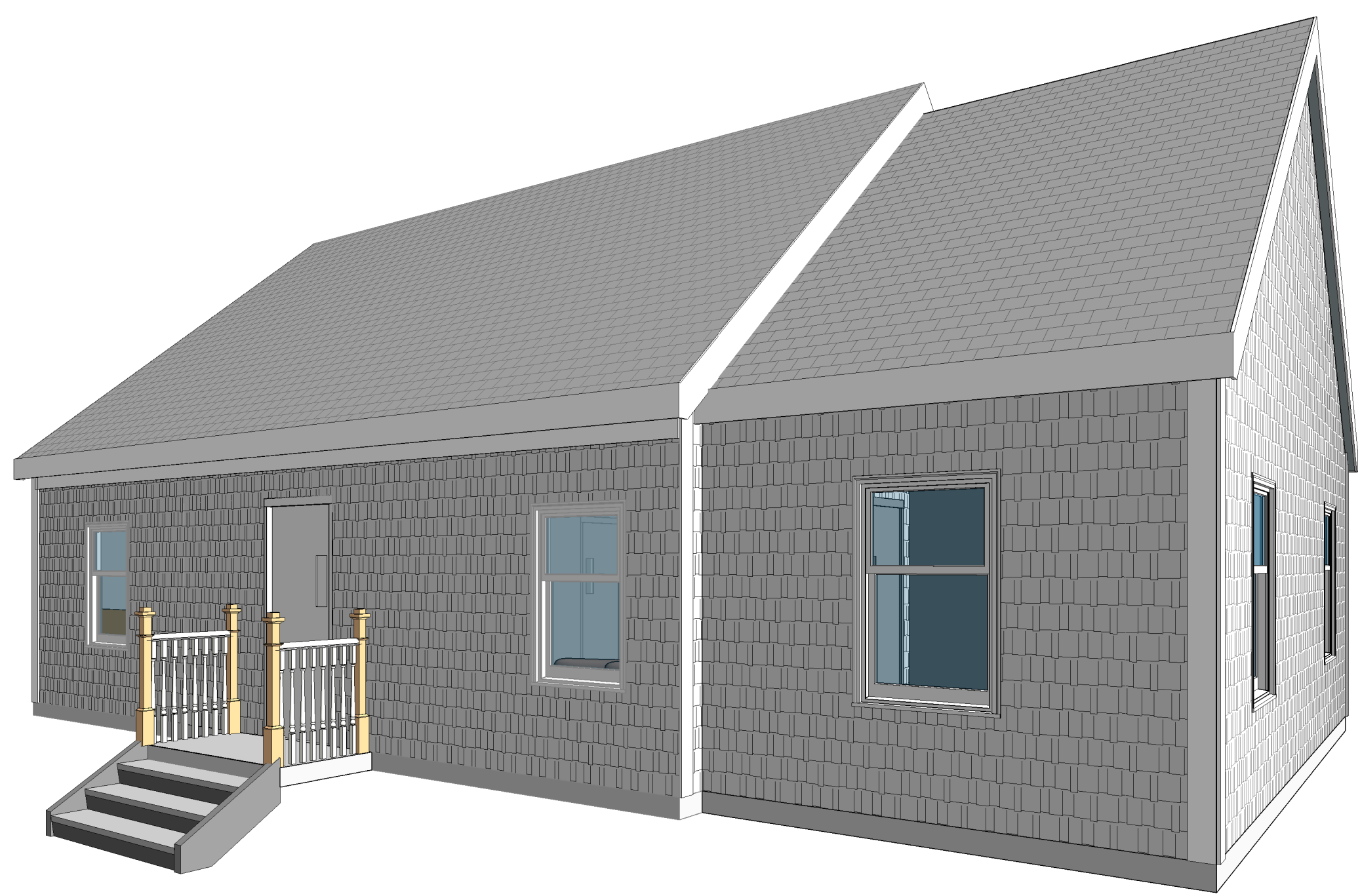


2 SOUTH ELEVATION
1/4" = 1'-0"

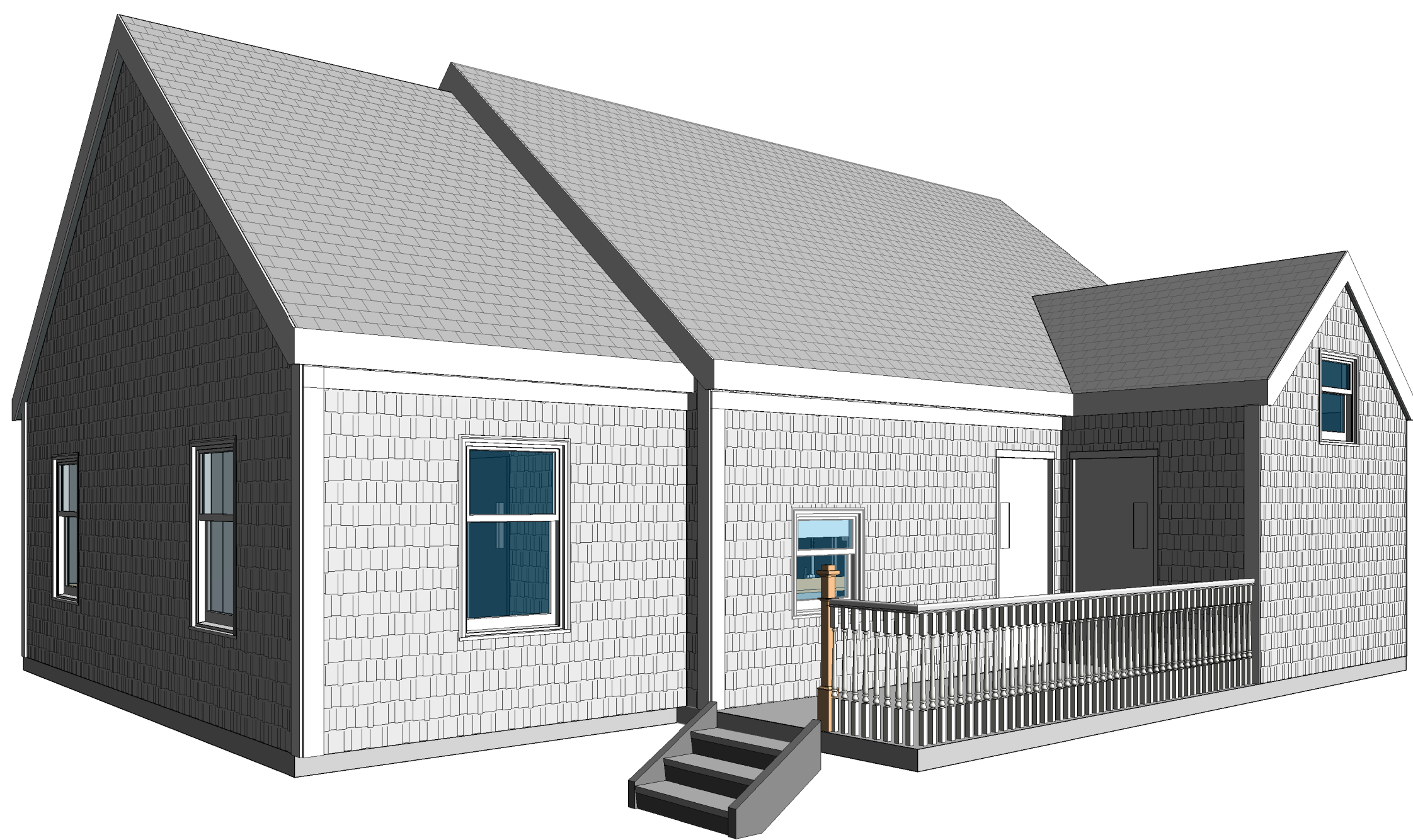


1 NORTH ELEVATION
1/4" = 1'-0"

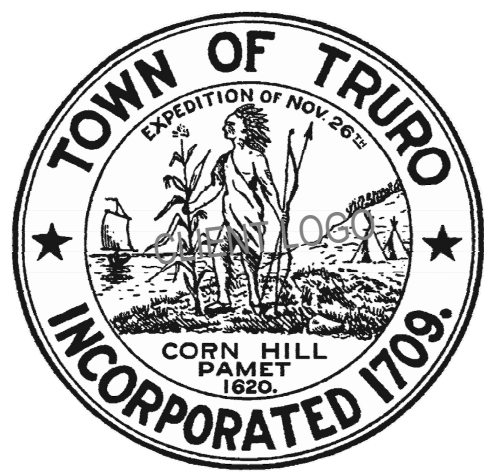
SCALE: AS NOTED



7 FRONT PERSPECTIVE



5 REAR PERSPECTIVE



TOWN OF TRURO, MA

COTTAGE RELOCATION & UPGRADE



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Kristen Reed, Select Board Chair

REQUESTED MEETING DATE: May 10, 2023

ITEM: Election of Select Board Officers

EXPLANATION: As this is the first Select Board meeting held since the Annual Town Election on May 9, 2023, the annual election of the Chair, Vice Chair and Clerk of the Board should occur.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: Chair, Vice Chair and Clerk would remain the same.

SUGGESTED ACTION:

Motion to approve _____ as Chair of the Select Board.

Motion to approve _____ as Vice-Chair of the Select Board.

Motion to approve _____ as Clerk of the Select Board.

ATTACHMENTS: None



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Nicole Tudor, Executive Assistant

REQUESTED MEETING DATE: May 10, 2023

ITEM: Approval of Select Board Liaisons

EXPLANATION: As this is the first Select Board meeting held since the Annual Town Election on May 9, 2023, the Board should review and designate Select Board liaisons to other appointed and elected committees. The attached list includes the most recent Select Board liaison assignments. As the Board makes changes to the list, staff will record the assignments so that the Board has a comprehensive list of assignments to vote on.

The Select Board Liaison Policy (Policy Memorandum #34) is included for reference as Board members consider which assignments they wish to commit to.

SUGGESTED ACTION: *Motion to approve the revised list of liaison assignments.*

ATTACHMENTS:

1. Current (FY23) Liaison assignments
2. Select Board Liaison Policy (Policy Memorandum #34)

BOARDS AND COMMITTEES LIAISON LIST FY2023

Board/ Committee/ Commission	Select Board Liaison FY2023
Agricultural Commission	Stephanie Rein
Appeals, Zoning Board of	John Dundas
Assessors, Board of	Kristen Reed
Beach Advisory Commission	Stephanie Rein
Bike and Walkways Committee	Bob Weinstein
Cable and Internet Advisory Committee	John Dundas
Cemetery Commission	John Dundas
Charter Review Committee	Kristen Reed
Climate Action Committee	Stephanie Rein
Commission on Disabilities	Stephanie Rein
Community Preservation Committee	Sue Areson
Concert Committee	John Dundas
Conservation Commission	John Dundas
Council on Aging Board	Bob Weinstein
Cultural Council	Kristen Reed
Economic Development Adhoc Committee	Sue Areson
Energy Committee	Bob Weinstein
Finance Committee	Sue Areson
Health, Board of	Sue Areson
Historical Commission	Sue Areson
Housing Authority	Bob Weinstein
Human Services Committee	Kristen Reed
Library Trustees	Bob Weinstein
Local Comprehensive Planning Committee- REPRESENTATIVE	Sue Areson
Open Space Committee	Sue Areson
Pamet Harbor Commission	Sue Areson
Planning Board	John Dundas
Recreation Advisory Commission	Stephanie Rein
Recycling Committee	Sue Areson
School Committee	John Dundas
Shellfish Advisory Committee	Bob Weinstein
Taxation Aid Committee	Kristen Reed
Truro Concert Committee	John Dundas
Walsh Property Community Planning Committee	Stephanie Rein

TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

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

Policy Memorandum #34

Date: Revised June 3, 2014; October 17, 2017; Revised September 13, 2022

***This policy was revised at the September 13, 2022 Select Board meeting solely to reflect the titles used in the Town Charter for the Town Manager and Select Board and to modify language to be gender neutral. No changes were made to the content of the Policy at that meeting.**

Subject: Select Board Liaison Policy

The Truro Select Board hereby adopts the following policy for the Select Board Liaison position that provides for the inter-working, communication and coordination with all of the standing Town Multi-member Boards, Committees, and Commissions.

Annually, the Select Board will assign Select People to serve as a liaison to all of the standing Town Multi-member Boards, Committees and Commissions. The Select Board Liaison is not a member of the committees he/she is assigned to and will have no voting privileges.

Liaison Responsibilities:

1. The Select Board Liaison will not be expected to attend meetings on a regular basis. The Select Board Liaison should attend meetings when significant issues are being discussed and/or action is to be taken and upon the invitation of the Chair.
2. The Select Board Liaison is encouraged to attend at least one meeting in order to introduce themselves to committee members and to brief the committee on the role and purpose of the liaison position.
3. Upon assignment, the Select Board Liaison will distribute this policy memorandum to the Chair of each assigned committee.
4. The Select Board Liaison will establish a working relationship with the Chair of each committee they are assigned to and be available for consultation when needed.
5. The Select Board Liaison will be the point of contact for those multi-member bodies they are assigned to. The Liaison is responsible for communicating relevant information and actions by the Select Board to their assigned committees. They are also responsible for reporting back to the Select Board any developments, information and actions taken by their assigned committees relevant to the work of the Select Board.

Multi-Member Boards, Committees and Commissions Responsibilities:

1. The Chair of each multi-member body will ensure that the Select Board Liaison is sent advance notice of each meeting as well as all meeting agendas and minutes.
2. The Chair will inform the Select Board Liaison of any significant issues under current or potential future discussion that are relevant to the roles and responsibilities of the Select Board or that may require future action by the Select Board.
3. The Chair will invite the Select Board Liaison to meetings when needed with as much advance notice as possible in order to ensure attendance.
4. The Chair will request through the Select Board Liaison a joint meeting with the Select Board when the multi-member Body determines that an issues requires:
 - A. the action of the Select Board;
 - B. direction from the Select Board; or,
 - C. specific information or guidance needs to be provided to the Select Board on an issue under the purview of the Multi-member Body.
5. For those Multi-member Bodies where members are directly or jointly appointed by the Select Board, a vacancy should be immediately reported to the Town Manager and the Select Board Liaison so that the vacancy can be filled in an appropriate and timely manner.



Kristen Reed, Chair



Robert Weinstein, Vice Chair



John Dundas, Clerk



Susan Areson



Stephanie Rein

Select Board
Town of Truro



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Damion Clements, Director of Community Services
Austin Smith, Deputy Community Service Director: Rec/Beach

REQUESTED MEETING DATE: May 10, 2023

ITEM: Change to fees for Summer Rec Youth Program

EXPLANATION: The Summer Rec Youth Program fees were last adjusted in February 2017 for the 2017 summer season. With increases in costs of operating the program, increasing fees is important, especially as the afternoon portion of the program is structured to be paid for through the Recreation Revolving Account by receipts collected for the program.

Historically, the “morning program” is budgeted in the Recreation Department budget and fees collected are deposited into Receipts Reserved for Appropriation, as the program had been the practice for the decades that the program ran. In the late aughts when the program was expanded to include afternoons, it was determined that the additional programming hours and the associated fees collected would be deposited/ paid for from the Revolving Account so that new programming did not increase the budget. It is critical for fees for the afternoon program be adequate to pay for the wages, services, and supplies associated with the program, which is why these fees are traditionally higher than the fees for the morning program.

The proposed fee schedule also includes simplification of the fee structure, moving back to a two-tier system, rather than the three-tier system that has been in effect for the past six years, to ease administrative burden and to provide clearer fee structures to the participants.

The Recreation Advisory Committee considered the proposed fee adjustments at their meeting on Monday April 24, 2023 and voted unanimously to support the fee proposal.

FINANCIAL SOURCE (IF APPLICABLE): Recreation & Beach Budget. Recreation Revolving

Account.

IMPACT IF NOT APPROVED: Fees will remain unchanged resulting in insufficient funds to operate the afternoon session of the Summer Rec Youth Program (paid for through Revolving Account receipts).

SUGGESTED ACTION: *Motion to approve Recreation Program fee changes as proposed.*

ATTACHMENTS:

1. Rules and Regulations for Truro Recreation Program Eligibility for Taxpayers, Residents, and Visitors
2. Truro Summer Rec Youth Program Proposed Fees - 2023



RECREATION & BEACH DEPARTMENT

		Tier 1 Truro Resident	Tier 2 Outer Cape Resident	Tier 3 Non-Resident
Morning	Weekly	\$60.00	\$80.00	\$125.00
	Entire	\$240.00	\$320.00	\$500.00
Afternoon	Weekly	\$60.00	\$120.00	\$125.00
	Entire	\$240.00	\$480.00	\$500.00
Full Day	Weekly	\$120.00	\$200.00	\$250.00
	Entire	\$480.00	\$800.00	\$1000.00

**RULES AND REGULATIONS FOR TRURO RECREATION PROGRAM
ELIGIBILITY FOR TAXPAYERS, RESIDENTS AND VISITORS**

The following rules and regulations determine eligibility for Truro Resident and Outer Cape Resident pricing for Truro Recreation Department programs. For youth participants, the requirements must be met by the parent / legal guardian of the child. Appropriate documentation may be required to demonstrate that the guardian has legal, medical, and/or tax responsibilities for the child. Failure to provide such documentation upon request will require that the child is charged a non-resident rate.

TRURO RESIDENT - TIER 1

To be eligible for a Truro Recreation Program Resident rate (Tier 1), the participant must be one of the following or must be the dependent child of one of the following:

1. A registered voter in the Town of Truro.
2. Listed as year-round resident on the Town of Truro street listing. If not listed, a copy of a year round lease or a letter from your landlord is required and vehicle registration in the Town of Truro at that address and driver's license in Massachusetts RMV records must reflect the Truro address as well. In accordance with Massachusetts law, 'within 30 days of an address change you must notify the MA RMV.'
3. The spouse or domestic partner of a listed property owner with the same year round address on a drive's license, picture ID or Student ID.
4. The dependent of a listed property owner with the same year round address on a Driver's license, picture ID or Student ID.
5. Property owner of record in the Barnstable County Registry of Deeds.
6. Active military personnel whose home of record is Truro.
7. The owner of record of a property held in trust, owned by an LLC or other legal entity.

OUTER CAPE RESIDENT - TIER 2

To be eligible for a Truro Recreation Program Outer Cape Resident rate (Tier 2), the participant must be one of the following or must be the dependent child of one of the following:

1. A registered voter in the Town of Provincetown, Wellfleet, Eastham, or Orleans.
2. Listed as a year-round resident of the Town of Provincetown, Wellfleet, Eastham or Orleans street listing. If not listed, a copy of a year round lease or a letter from your landlord is required and vehicle registration in the Town of Provincetown, Wellfleet, Eastham or Orleans at that address and driver's license in Massachusetts RMV records must reflect the Provincetown, Wellfleet, Eastham or Orleans address as well.
3. The spouse or domestic partner of a listed property owner with the same year round address on a Driver's license, picture ID or Student ID.
4. The dependent of a listed property owner with the same year round address on a Driver's license, picture ID or Student ID.
5. Provincetown, Wellfleet, Eastham or Orleans property owner of record in the Barnstable County Registry of Deeds.
6. Active military personnel whose home of record is Provincetown, Wellfleet, Eastham or Orleans.
7. Employee of a business based Provincetown, Truro, Wellfleet, Eastham or Orleans.
8. Non-resident employee of the Town of Truro.
9. Participant who attends Truro Central School by exercising "school choice."
10. The owner of record of a property held in trust, owned by an LLC or other legal entity.

NON-RESIDENT / VISITOR - TIER 3

All others are eligible for a Truro Recreation Program Non-Resident / Visitor's rate (Tier 3).



RECREATION & BEACH DEPARTMENT

RULES AND REGULATIONS FOR SUMMER RECREATION YOUTH PROGRAM ELIGIBILITY GUIDELINES

The following rules and regulations determine eligibility for Truro Resident and Non-Resident pricing for the Truro Summer Recreation Youth Program. For youth participants, the requirements must be met by the parent / legal guardian of the child. Appropriate documentation may be required to demonstrate that the guardian has legal, medical, and/or tax responsibilities for the child. Failure to provide such documentation upon request will require that the child is charged a non-resident rate.

TRURO RESIDENT

To be eligible for the Resident rate, the participant must be one of the following or must be the dependent child of one of the following:

1. A registered voter in the Town of Truro.
2. Listed as year-round resident on the Town of Truro street listing. If not listed, a copy of a year round lease or a letter from your landlord is required and vehicle registration in the Town of Truro at that address and driver's license in Massachusetts RMV records must reflect the Truro address as well. In accordance with Massachusetts law, 'within 30 days of an address change you must notify the MA RMV.'
3. The spouse or domestic partner of a listed property owner with the same year round address on a driver's license, picture ID or Student ID.
4. The dependent of a listed property owner with the same year round address on a Driver's license, picture ID or Student ID.
5. Property owner of record in the Barnstable County Registry of Deeds.
6. Active military personnel whose home of record is Truro.
7. The owner of record of a property held in trust, owned by an LLC or other legal entity.
8. Participant who attends Truro Central School by exercising "school choice."

NON-RESIDENT / VISITOR

All others are eligible for the Non-Resident rate.

PROPOSED FEES - 2023

		RESIDENT	NON-RESIDENT
MORNING (budget)	WEEKLY	\$60.00	\$125.00
	ENTIRE	\$240.00	\$500.00
AFTERNOON (revolving)	WEEKLY	\$100.00	\$175.00
	ENTIRE	\$340.00	\$600.00
FULL DAY	WEEKLY	\$160.00	\$300.00
	ENTIRE	\$580.00	\$1,100.00



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: DPW

REQUESTOR: Jarrod J. Cabral, DPW Director

REQUESTED MEETING DATE: May 10, 2023

ITEM: Vote to Enter into a Contract Agreement with the Dennis Group re: 25 South Highland Road

EXPLANATION: As part of the 25 So. Highland housing project, the Town advertised an invitation for bid, to raise, lift, move, and relocate a 2-bedroom house located at 13 Walsh Way and one residential structure located at 127 So. Pamet Road to 25 So. Highland. The public bid process resulted in the Dennis Group submitting the lowest, responsive overall bid of \$167,000.

FINANCIAL SOURCE (IF APPLICABLE): Affordable Housing Trust Fund & the Underutilized Properties grant which is part of the Community Housing One Stop grant provided by the state.

IMPACT IF NOT APPROVED: No house move will take place and the project will be delayed.

SUGGESTED ACTION: *Motion to authorize the Town Manager to enter into and sign the contract with the Dennis Group.*

ATTACHMENTS:

1. Contract

AGREEMENT TO INSTALL, AND FURNISH ALL LABOR, MATERIALS EQUIPMENT TO PERFORM ALL OPERATIONS REQUIRED FOR RAISING, LIFTING, MOVING, AND RELOCATING ONTO NEW FOUNDATIONS ONE 2-BEDROOM HOUSE AND ONE RESIDENTIAL STRUCTURE LOCATED IN TRURO MA 02666

The following provisions shall constitute an Agreement between the Town of Truro, acting by and through its Board of Selectmen, hereinafter referred to as "Town," and of The Dennis Group, LLC with an address 1537 Main Street Springfield MA 01103, hereinafter referred to as "Contractor", effective as of the 10th day of May, 2023. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform the work and furnish the services necessary to provide the Town with all operations required for the physical raising, lifting, moving, and relocating onto new foundations one two bedroom house and one residential structure in accordance with the Contract Documents (defined herein as all Drawings, Specifications other documents contained in the March 6, 2023 bid announcement) set forth in the Invitation for Bids issued by the Town on March 6, 2021, which is hereby incorporated herein by reference and shall be part of this Agreement. The Contractor scope of work shall be limited to the utility disconnect and physical raising and moving of the structures to their proposed new locations.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder within 120 calander days of the Town's Notice to Proceed to Contractor. Once scheduled and mobilized, the physical move and relocation of both structures will be planned to occur within a 24-36 hour period.

ARTICLE 3: PERFORMANCE OF THE WORK

- A. Direction of the Work: The Contractor shall supervise and direct the Work, using his best skills and attention which shall not be less than such state of skill and attention

generally rendered by the contracting profession for projects similar to the Project in scope, difficulty and location. The Contractor shall maintain adequate supervisory personnel at the project site during the performance of the Work. He shall be solely be responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement.

- B. Responsibility for the Work: (1) The Contractor shall be responsible to the Owner for the acts and omissions of his employees, subcontractors and their agents and employees, and other persons performing any of the work under a contract with the Contractor. This obligation shall also extend to the presence on the site of suppliers of materials or equipment, their employees, contractors, and agents engaged in the work.
- (2) The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Owner in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the Contractor.
- C. Permits and Fees: Unless otherwise expressly provided, the Town shall secure and pay for all permits and fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the agreement.
- D. Notices, Compliance With Laws: (1) The Contractor shall comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. The Contractor shall provide the Owner with reproductions of licenses and receipts for any fees paid. The Owner represents that it has disclosed to the Contractor all orders and requirements known to the Owner of any public authority particular to this Agreement.

(2) If the Contractor observes that any of the Contract Documents are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be accomplished by appropriate modification.

(3) If the Contractor performs any work which he knows or should reasonably know is contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility therefor and shall bear all costs attributable thereto.

(4) In the performance of the work, the Contractor shall comply with all applicable federal, state and local laws and regulations including those relating to workplace and employee safety. The Contractor shall notify the Owner immediately of any conditions at the place of the work which violate said laws and regulations and shall take prompt action to correct and eliminate any such violations.

- E. Project Superintendent: The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.
- F. Progress Schedule: The Contractor, immediately after being awarded the Contract, shall prepare and submit for the Owner's information an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required

by the Contract Documents, and shall provide for expeditious and practicable execution of the work.

- G. Protection of the Work and Owner's Property: The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Agreement. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury. The Contractor shall clean the work area and restore it to its original condition upon completion of the work.
- H. Quality of the Work: The Contractor shall perform the work in a good, workmanlike manner. The Contractor hereby guarantees that the entire work constructed by him under the Agreement will meet fully all requirements thereof as to quality of workmanship and materials. The Contractor hereby agrees to make at his own expense any repairs or replacements made necessary by defects in materials or workmanship supplied to him that become evident within one (1) year after the date of the final payment, and to restore to full compliance with the requirements set forth herein any part of the work constructed hereunder, which during said one (1) year period is found to be deficient with respect to any provisions of the Contract Documents. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for same from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work and the Contractor shall be liable to the Owner for the cost thereof.
- I. Warranty: Prior to final payment, the Contractor shall deliver to the Owner all manufacturers' warranties, together with such endorsements or assignments as are necessary to ensure to the Owner the full rights and benefits of such warranties.

ARTICLE 4: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of **\$167,000**. The Contractor shall submit invoices to the Town for services rendered, which will be due 30 days following the satisfactory performance of the Services.

ARTICLE 5: CONTRACT DOCUMENTS:

The following documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein:

1. This Agreement.
2. Amendments, or other changes mutually agreed upon between the parties.
3. All attachments to the Agreement.
4. Invitation for Bids addenda and Contract Documents issued by the Town.
6. Contractor's Bid and the attachments thereto.
7. Prevailing Wage Rates

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

ARTICLE 6: CONTRACT TERMINATION:

The Town may suspend or terminate this Agreement by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement.
2. Violation of any of the provisions of this Agreement by the Contractor.
3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

Either party may terminate this Agreement at any time for convenience by providing the other party written notice specifying therein the termination date which shall be no sooner than thirty (30) days from the issuance of said notice. Upon receipt of a notice of termination from the Town, the Contractor shall cease to incur additional expenses in connection with the Agreement. Upon such termination, the Contractor shall be entitled to compensation for all

satisfactory work completed prior to the termination date as determined by the Town. Such payment shall not exceed the fair value of the services provided hereunder.

ARTICLE 7: INDEMNIFICATION:

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

ARTICLE 8: AVAILABILITY OF FUNDS:

The compensation provided by this Agreement is subject to the availability and appropriation of funds.

ARTICLE 9: APPLICABLE LAW:

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

ARTICLE 10: ASSIGNMENT:

The Contractor shall not make any assignment of this Agreement without the prior written approval of the Town.

ARTICLE 11: AMENDMENTS:

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town. No

amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

ARTICLE 12: INDEPENDENT CONTRACTOR:

The Contractor acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement and shall not be considered an employee or agent of the Town for any purpose.

ARTICLE 13: INSURANCE:

The Contractor shall be responsible to the Town and any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, and as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers' compensation, property damage, personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

1. Worker's Compensation, and related coverage under Paragraphs 5.04.A.1 and A.2 of the Contract Document General Conditions:

- a. State: Statutory
- b. Applicable Federal (e.g., Longshoreman's): Statutory
- c. Employer's Liability:

\$100,000 Each Accident
\$500,000 Disease-Policy
Limit
\$100,000 Disease-Each
Employee

2. Contractor's General Liability under Paragraphs 5.04.A.3 through A.6 of the Contract Document General Conditions which shall include Contractors Protective, Products,

and Completed Operations and Contractual Liability (c.u., collapse and underground coverage to be included.):

- a. General Aggregate: \$2,000,000
- b. Products and Completed Operations Aggregate \$2,000,000
- c. Personal and Advertising Injury \$1,000,000
- d. Each Occurrence Limit: \$1,000,000
- e. Fire Damage Limit: \$50,000
- f. Medical Payments: \$5,000

3. Automobile Liability under Paragraph 5.04.A.6 of the Contract Document General Conditions:

- a. Combined Single Limit for Bodily Injury
and Property Damage: \$1,000,000

4. Owner's Protective Liability coverage required by Paragraph 5.05.A of the Contract Document General Conditions shall provide coverage for not less than the following amounts:

- a. Each occurrence: \$1,000,000
- b. Aggregate: \$3,000,000

5. Builder's Risk and Installation Floater Coverage: Limit equal to the total insurable value of all materials and equipment to be built and/or installed.

6. Insurance Carrier Requirements: Financial Performance Rating "A" by A.M. Best Company.

7. Policies shall be in compliance with requirements of Special Park Condition 26 of the Special Use Permit issued by the National Park Service; the permit number shall be included on the policy.

8. Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof. Contractor shall be responsible for any deductible or self-insured retention. The insurance shall:
- a. include the interests of Owner, Contractor, Subcontractors, Engineer and any other individuals or entities identified herein, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of any of them each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;
 - b. Be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, false work, and materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism, and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;
 - c. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 - d. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 - e. allow for partial utilization of the Work by Owner;
 - f. include testing and startup; and
 - g. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance complying with the above requirements and which include a thirty day notice of cancellation to the Town.

ARTICLE 14: WAGE RATES

Prevailing Wage Rates as determined by the Commissioner of the Department of Labor and Workforce Development under the provisions of Massachusetts General Laws, Chapter 149, Section 26 to 27G, as amended, apply to this project. It is the responsibility of the Contractor to provide the Town with certified payrolls and to comply with all requirements of the above-cited statutes.

The schedules of prevailing wage rates are included in the Contract Documents.

ARTICLE 15: SEVERABILITY:

If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

ARTICLE 16: ENTIRE AGREEMENT:

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


ARTICLE 17: COUNTERPARTS:

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be a counterpart original.

CERTIFICATION AS TO PAYMENT OF STATE TAXES

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, Thomas Dennis, authorized signatory for the Contractor do hereby certify under the pains and penalties of perjury that said Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

042993285
~~Social Security Number or~~
Federal Identification Number



Signature of Individual or
Corporate Name

By: Tom Dennis
Corporate Officer
(if applicable)

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

Dennis Group LLC.

TOWN OF TRURO

By

by its Town Manager

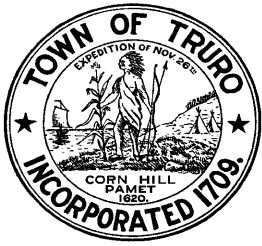
Printed Name and Title

Darrin K. Tangeman

Approved as to Availability of Funds:

Town Accountant

(\$ _____)
Contract Sum



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Health and Conservation

REQUESTOR: Emily Beebe, Health Agent

REQUESTED MEETING DATE: May 10, 2023

ITEM: Year-Round Approval of Condominium Conversion

EXPLANATION: A Seaside Inn on Cape Cod Bay Condominium is requesting a 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.

A Seaside Inn on Cape Cod Bay Condominium was created on December 17, 2008, and restricted to seasonal use pursuant to its covenant. They have revised the covenant and all units completed the year-round conversion inspections on November 8, 2022. All 26 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 Select Board to approve removing the seasonal covenant.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: A Seaside Inn 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 A Seaside Inn on Cape Cod Bay Condominium.

ATTACHMENTS:

1. Condominium Application
2. Release of Covenant
3. Declaration of Trust
4. Master Deed
5. Provincetown Water Department report

Step 1- Pre Application

Condominium Conversion Application

PAID
\$1,175

TOWN OF TRURO

Date: 8-24-20

Establishment

Name:

Seaside Inn on Cape Cod BayProperty Address: 482, 471, 473+475 Shore RoadMailing Address: c/o Jeff Arnstein, PO Box 921 North Truro

Designated

representatives:

JeffSarahArnsteinIreland

Telephone:

Email:

24 Town Hall Road
PO Box 2030
Truro, MA 02866
508-349-7004Tel (508)-349-7004
Fax (508)-349-5508

Unit #'s Going Year-Round:

2 18 20

Unit #'s Staying Seasonal:

2 50Property Compliance Checklist- preliminary file researchHealth

- ☐ 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

BUILDING DEPARTMENT
TOWN OF TRURO

AUG 24 2020

RECEIVED BY:

- 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:

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


Signature

Jeff Arnstein

print name

8-24-20

date

Step 1- Pre Application

Condominium Conversion Application

Date: 8-24-20
Establishment
Name: Seaside Inn on Cape Cod
Property Address: 482, 471, 473 + 475 Shore Rd
Mailing Address: c/o Jeff Arnstein, PO Box 921 026
Designated representatives: Jeff Arnstein Sarah Ireland
Telephone: [REDACTED]
Email: [REDACTED]

EM's notes
are attached
here.

Property Compliance Checklist- preliminary file research

Health

- ☐ Current Title V inspection report - 5/25/2020 ✓
- ☐ 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? SEE 75-700 - March 2007
vandal + build deck area

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

BUILDING DEPARTMENT
TOWN OF TRURO

AUG 24 2020

RECEIVED BY:

23 Unit Owners
+ 26 Units total
Approximation of units
Concerning:
Managers Unit 24
on N side of 6A
Site Plan PESCE ENGINEER
2008*
Step 1 Vote = ✓
Concurs w/ Master

- ☐ 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:

Seaside converted from Seaside Hotel in 2006-2008.

3 Units across the street → 2 story bldg w/ garage → middle cottage gutted + rebuilt
 → caretaker's units has sep. entrance in back w/ + sep unit in front. Totally renovated.
 + Storage underneath

Each Unit has its own heat + venting? → Minisplits

8/18/2020 letter from Provincetown Water

all Plumbing is w/in exterior walls, and P+S Mechanical - Sharon (former plumber) - Certified State Inspector *

* Typically run shut down 1st first week in December

* Keith LeBlanc* Landscape Architect

* Town Response by or On October 14th

Outstanding orders of completion that are not closed *

Existing Built 1920s

- surface layer (cosmetic?)
- substantial
- Original seawall

garage maybe a shed
 not as much work done

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

Jeff Arnstein
 Signature

Jeff Arnstein
 print name

8-24-20
 date

TRUSTEE VOTE - STEP 1

Paragraph 13 (g) of the attached Master Deed of Seaside Inn on Cape Cod Bay Condominium states: "....in the event that the Seasonal Restriction referenced in Paragraph 10 is modified or waived by the Town of Truro, or otherwise determined to be unenforceable, the Declarant (and its successors and assigns, i.e., the Trustees), reserves the right to amend this Master Deed to unilaterally alter or terminate the Seasonal Restriction contained herein, without consent of any unit owner, mortgagee or other party."

Therefore, the Trustees of Seaside Inn on Cape Cod Bay, as successors to the original Declarant, held a vote on Wednesday, August 19 unanimously approving the submission of Step 1, application for the year-round condominium conversion process together with the required fee of \$1,175 to the Town of Truro. Furthermore, the Trustees voted to authorize the following individuals to act on behalf of the Seaside Inn on Cape Cod Bay Condominium:


Jeff Arnstein
Sarah Ireland



Signed this 23rd day of August, 2020



Jeff Arnstein, Trustee



Sarah Ireland, Trustee

John Gerrish, Trustee



Susan McClure, Trustee



Steve Allinger, Trustee

SAMPLE VOTE [STEP 1]

At a meeting of unit owners of the _____ Condominium, the Unit Owners 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 for the year-round condominium conversion process with the Town of Truro.

The following individual(s) are authorized to act on behalf of the _____ Condominium:

Signed this ____ day of ____, 2019 [to be signed by all or a majority of trustees]

, Trustee

, Trustee

From: Jeff Arnstein [REDACTED]
Subject: Please review, sign and send back to Jeff
Date: Aug 23, 2020 at 9:03:30 AM
To: John Gerrish [REDACTED]


TRUSTEE VOTE - STEP 1

Paragraph 13 (g) of the attached Master Deed of Seaside Inn on Cape Cod Bay Condominium states: "...In the event that the Seasonal Restriction referenced in Paragraph 10 is modified or waived by the Town of Truro, or otherwise determined to be unenforceable, the Declarant (and its successors and assigns, i.e., the Trustees), reserves the right to amend this Master Deed to unilaterally alter or terminate the Seasonal Restriction contained herein, without consent of any unit owner, mortgagee or other party."

Therefore, the Trustees of Seaside Inn on Cape Cod Bay, as successors to the original Declarant, held a vote on Wednesday, August 19 unanimously approving the submission of Step 1, application for the year-round condominium conversion process together with the required fee of \$1,175 to the Town of Truro. Furthermore, the Trustees voted to authorize the following individuals to act on behalf of the Seaside Inn on Cape Cod Bay Condominium:

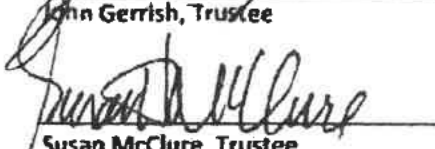
Jeff Arnstein
Sarah Ireland

Signed this 23rd day of August, 2020


Jeff Arnstein, Trustee

Sarah Ireland, Trustee


John Gerrish, Trustee


Susan McClure, Trustee


Steve Allinger, Trustee

PAID
TC
\$150.00

BUILDING DEPARTMENT
TOWN OF TRURO

Step 2:
Condominium Conversion Application

Date: 8-26-22
Establishment Name: Seaside Inn on Cape Cod Bay
Property Address: 471/482 Shore Rd, Truro 02667
Mailing Address: P.O. BOX 542 % Peters Property Mgt
Designated representatives: Jeff Arnstein / Sarah [redacted]
Telephone: [redacted]
Email: [redacted]



TOWN OF TRURO

RECEIVED BY:

24 Town Hall Rd.
PO Box 2030
Truro, MA 02666

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

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: 23 Units ~~Bedrooms~~

Unit #'s Going Year-Round: 26 ~~16~~ FOR YEAR-ROUND

Unit #'s Staying Seasonal: 0 ~~10~~ STAY SEASONAL

Proposed number of: Units Bedrooms

Applicant Signature

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: [Signature]

Building Commissioner

date

12-5-22

☒ Septic Plan (if required by Health Dept.)

No upgrade needed, current w/ Septic inspections

approved: [Signature]

Health Agent

date

4/4/2023

☒ Current Septic System Inspection Report

5/25/2020

date

1974

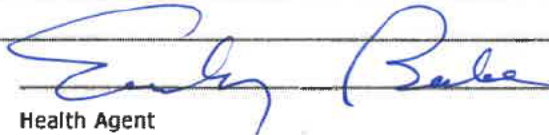
year of installation

☐ Property Compliance Checklist from Step 1 – Pre Application

Next due in May
2023

Comments of the Health Agent

Approval from Ptarm Water for year-round ✓ 2020
Open Conservation Orders of Condition closed & recorded ✓ 2022




Health Agent

4/4/2023
date

Comments of the Building Commissioner

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


Building Commissioner

12-5-22
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

SAMPLE VOTE [STEP 2]

The undersigned being all of the Trustees of the _____ Condominium Trust, under a Declaration of Trust dated _____, and recorded with the Barnstable County Registry of Deeds [in Book _____, Page _____ or Document Number/Certificate of Title], 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 _____.

"The owners of Units _____ agree to be solely responsible for undertaking and completing all required upgrades and improvements to Units _____ and the common areas and to pay all costs associated therewith to convert to year-round occupancy. We further certify that the owners of Units _____, representing _____% interest in the common areas and facilities, by vote dated _____, approved the Condominium Conversion filings for Units _____."

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

[ATTACH TRUSTEE SIGNATURE PAGES]

A handwritten signature, possibly of a trustee, is written in the right margin of the document.

**RELEASE FROM
DECLARATION OF COVENANT**

RELEASE dated this ____ day of _____, 2023, by and between the Trustees of A Seaside Condominium Trust (the "Trust"), established pursuant to G.L. c. 183A by a Master Deed recorded with the Barnstable Registry of Deeds on December 17th, 2008 in Book 23317, Page 246, as amended, and a Declaration of Trust recorded with said Registry in Book 23317, Page 262, as amended, having an address of **482 Shore Road, North Truro**, and the **Town of Truro**, acting by and through its Select Board, 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 February 15, 2006, recorded with the Barnstable Registry of Deeds in Book 20955, Page 180.

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 Select Board; and

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

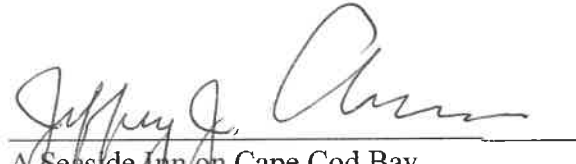
NOW, THEREFORE, the Town and **the Condominium Trust**, for good and valuable consideration, and on the terms and conditions set forth herein, agree as follows:

1. The Seasonal Restriction affecting the A Seaside Inn on Cape Cod Bay, as set forth in the Covenant recorded with the Barnstable Registry of Deeds in Book 20955, page 180 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 Page Follows]

Executed as of the date and year above written.

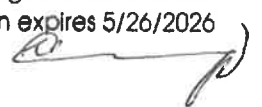

A Seaside Inn on Cape Cod Bay
Condominium


By: Jeffrey J. Arnstein, Trustee

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this 1 day of MARCH, 2023, before me, the undersigned notary public, personally appeared JEFFREY J. ARNSTEIN, Trustee, proved to me through satisfactory evidence of identification, which was NEW YORK STATE LICENSE to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Trustee of A Seaside Inn on Cape Cod Bay Trust.

Gabriel C. Jonjo
Notary Public, State of New York
Qualified in Kings Co. No. 01JO6007722
My commission expires 5/26/2026



Notary Public,
My Commission Expires: 5-26-2026

Executed as of the date and year above written.

A Seaside Inn on Cape Cod Bay
Condominium

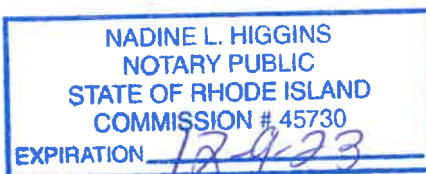
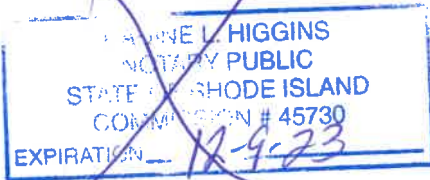
By: Susan Cormier, Trustee

COMMONWEALTH OF MASSACHUSETTS

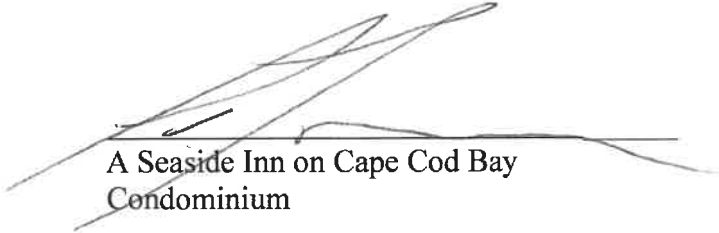
Barnstable, ss.

On this 3 day of March, 2023, before me, the undersigned notary public, personally appeared Susan Cormier, Trustee, proved to me through satisfactory evidence of identification, which was RI License to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Trustee of A Seaside Inn on Cape Cod Bay Trust.


Notary Public,
My Commission Expires: 12-9-23



Executed as of the date and year above written.

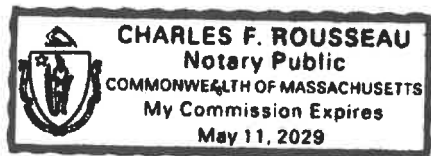

A Seaside Inn on Cape Cod Bay
Condominium


By: Jim Tanner, Trustee

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this 2nd day of March, 2023, before me, the undersigned notary public, personally appeared Jim Tanner, Trustee, proved to me through satisfactory evidence of identification, which was MA DRIVERS LIC 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 as Trustee of A Seaside Inn on Cape Cod Bay Trust.




Notary Public, CHARLES F. ROUSSEAU
My Commission Expires: MAY 11, 2029

Executed as of the date and year above written.

A Seaside Inn on Cape Cod Bay
Condominium

By: Stephen K. Allinger Trustee

COMMONWEALTH OF ~~MASSACHUSETTS~~ New York

Barnstable, ss.

On this 3rd day of March, 2023, before me, the undersigned notary public, personally appeared Stephen K. Allinger, Trustee, proved to me through satisfactory evidence of identification, which was N.Y. S I.D. 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 as Trustee of A Seaside Inn on Cape Cod Bay Trust.

Tammy M. Kennedy
Notary Public,
My Commission Expires:

Tammy M Kennedy
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01KE6422272
Qualified in Albany County
My Commission Expires 9-20-2025

Executed as of the date and year above written.

A Seaside Inn on Cape Cod Bay
Condominium

By: , Trustee
Daniel Levin

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this 1st day of March, 2023, before me, the undersigned notary public, personally appeared Daniel E. Levin, Trustee, proved to me through satisfactory evidence of identification, which was personally known 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 as Trustee of A Seaside Inn on Cape Cod Bay Trust.


Notary Public,
My Commission Expires: April 24, 2026



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:

**DECLARATION OF TRUST
OF
A SEASIDE INN ON CAPE COD BAY CONDOMINIUM**

THIS DECLARATION OF TRUST, made this 16th day of December, 2008, in the County of Barnstable and Commonwealth of Massachusetts by **Harry B. Miller, Jr.**, having a mailing address of 482 Shore Road, P. O. Box 275, North Truro, MA 02652 (hereinafter called the Trustee, which term and pronoun referring thereto shall be deemed to include his successors in trust hereunder and to mean the Trustee or the Trustees for the time being hereunder wherever the context so permits).

**ARTICLE I
NAME OF TRUST**

The Trust hereby created shall be known as the A Seaside Inn on Cape Cod Bay Trust ("Trust" hereinafter) and under that name, so far as legal, convenient and practicable, shall all business carried on by the Trustees be conducted and shall all instruments in writing by the Trustees be executed.

**ARTICLE II
THE TRUST AND ITS PURPOSE**

Section 2.1. All of the rights and powers in and with respect to the Common Areas and Facilities of A Seaside Inn on Cape Cod Bay Condominium (hereinafter called the Condominium) established by a Master Deed of even date and registered herewith which are by virtue of provisions of Chapter 183A of the Massachusetts General Laws conferred upon or exercisable by the organization of Unit Owners of the Condominium, and all property, real and personal, tangible and intangible, conveyed to the Trustees hereunder shall vest in the Trustees as joint tenants with right of survivorship as Trustees of their Trust, in trust to exercise, manage, administer and dispose of the same, and to receive the income therefrom for the benefit of the owners of record from time to time of the units (hereinafter called the Units) of the Condominium (hereinafter called the Unit Owners), according to the schedule of undivided beneficial interests set forth in Article IV hereof and in accordance with the provisions of said Chapter 183A, their Trust being the organization of the Unit Owners established pursuant to the provisions of Section 10 of said Chapter 183A for the purposes therein set forth.

Section 2.2. It is hereby expressly declared that a Trust and not a partnership has been created and that the unit Owners are cestuis que trustent, and not partners or associates nor in any other relationship whatsoever between themselves with respect to the Trust property, and hold no relation to the Trustees other than of cestuis que trustent,

BOOK 628 PAGE 30-32

**DECLARATION OF TRUST
OF
A SEASIDE INN ON CAPE COD BAY CONDOMINIUM**

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THE TRUST AND ITS PURPOSE**

Section 2.1. All of the rights and powers in and with respect to the Common Areas and Facilities of A Seaside Inn on Cape Cod Bay Condominium (hereinafter called the Condominium) established by a Master Deed of even date and registered herewith which are by virtue of provisions of Chapter 183A of the Massachusetts General Laws conferred upon or exercisable by the organization of Unit Owners of the Condominium, and all property, real and personal, tangible and intangible, conveyed to the Trustees hereunder shall vest in the Trustees as joint tenants with right of survivorship as Trustees of their Trust, in trust to exercise, manage, administer and dispose of the same, and to receive the income therefrom for the benefit of the owners of record from time to time of the units (hereinafter called the Units) of the Condominium (hereinafter called the Unit Owners), according to the schedule of undivided beneficial interests set forth in Article IV hereof and in accordance with the provisions of said Chapter 183A, their Trust being the organization of the Unit Owners established pursuant to the provisions of Section 10 of said Chapter 183A for the purposes therein set forth.

Section 2.2. It is hereby expressly declared that a Trust and not a partnership has been created and that the unit Owners are cestuis que trustent, and not partners or associates nor in any other relationship whatsoever between themselves with respect to the Trust property, and hold no relation to the Trustees other than of cestuis que trustent,

with only such rights as are conferred upon them as such cestuis que trustent hereunder pursuant to the provisions of said Chapter 183A of the General Laws.

ARTICLE III THE TRUSTEES

Section 3.1. There shall be at all times the number of Trustees as shall be determined from time to time by vote of the Unit Owners entitled to not less than fifty-one percent (51%) of the beneficial interest hereunder; provided that Declarant of the Master Deed may appoint the Trustees(s) until (a) four months after ninety percent (90%) of the Units in the project have been conveyed; or (b) four (4) years after the first Unit is conveyed, whichever first occurs. After the occurrence of (a) or (b) above, Trustees shall be elected by vote of the Unit Owners entitled to not less than fifty-one percent (51%) of the beneficial interest hereunder. If and whenever the number of such Trustees shall become less than the number of Trustees last determined as aforesaid, a vacancy or vacancies in said office shall be deemed to exist. Except as otherwise provided herein, each such vacancy shall be filled by instrument in writing setting forth: (a) the appointment of a natural person to act as such Trustee, signed (i) by Unit Owners entitled to not less than fifty-one (51%) percent of the beneficial interest hereunder, or (ii) if Unit Owners entitled to such percentage have not within thirty (30) days after the occurrence of any such vacancy made such appointment, then the vacancy shall be filled by majority vote of the then-remaining Trustees, or by the sole remaining Trustee if only one (1), and (b) the acceptance of such appointment signed and acknowledged by the person so appointed. Such appointment shall become effective upon the recording with the Barnstable County Registry of Deeds of a certificate of such appointment signed by the then-remaining Trustee, if there be any still in office or by Unit Owners holding at least fifty-one (51%) percent of the beneficial interest if there be no such Trustees, together with such acceptance, and such person shall then be and become such Trustee and shall be vested with the title to the Trust property jointly with the remaining or surviving Trustee or Trustees without the necessity of any act of transfer or conveyance. If for any reason any vacancy in the office of Trustee shall continue for more than thirty (30) days and if such vacancy shall not be filled in the manner above provided, a Trustee or Trustees to fill such vacancy or vacancies may be appointed by a Court of competent jurisdiction upon the application of any Unit Owner or Trustee and notice to all Unit Owners and Trustees and to such other parties in interest, if any, to whom the Court may direct that notice be given. The foregoing provisions of this Section to the contrary notwithstanding, despite any vacancy in the office of Trustees, however caused and for whatever duration, the remaining or surviving Trustees, subject to the provisions of the immediately following Section, shall continue to exercise and discharge all of the powers, discretions and duties hereby conferred or imposed upon the Trustees.

Section 3.2. In any matters relating to the administration of the Trust hereunder and the exercise of the powers hereby conferred, the Trustees may act by majority vote at any duly called meeting at which a quorum is present, as provided in Paragraph A of Section 5.8 of Article V. The Trustees may also act without a meeting by instrument signed by a majority of their number.

Section 3.3. Any Trustee may resign at any time by an instrument in writing, signed and acknowledged in the manner required in Massachusetts for the acknowledgment of deeds and such resignation shall take effect upon the recording of such instrument with said Registry of Deeds. After reasonable notice and opportunity to be heard before the Trustees, a Trustee (other than a Trustee appointed by the Declarant) may be removed from office with or without cause by an instrument in writing signed by Unit Owners entitled to not less than fifty-one (51%) percent of the beneficial interest, such instrument to take effect upon the recording thereof with Barnstable County Registry of Deeds.

Section 3.4. No Trustee named or appointed as hereinbefore provided, whether as original Trustee or as successor to or as substitute for another, shall be obliged to give any bond or surety or other security for the performance of any of his duties hereunder, provided, however, that any Unit Owner, if so required by their mortgagee, may at any time by instrument in writing signed by him and delivered to the Trustee or Trustees affected require that any one or more of the Trustees shall give bond in such amount and with such sureties as shall be specified in such instrument. All expenses incident to any such bond shall be charged as a common expense of the Condominium.

Section 3.5. Each Trustee shall be entitled to such reasonable remuneration for his or her services and also additional reasonable remuneration for extraordinary or unusual services, legal or otherwise, rendered by him in connection with the Trust hereof, all as shall be from time to time fixed and determined by vote of the Unit Owners entitled to not less than fifty-one (51%) percent of the beneficial interest, and such remuneration shall be a common expense of the Condominium.

Section 3.6. No Trustee hereinbefore named or appointed as hereinbefore provided shall, under any circumstances or in any event, be held liable or accountable out of their personal assets or be deprived of compensation by reason of any action taken, suffered or omitted in good faith or be so liable or accountable for more money or other property than he actually receives, or for allowing one or more of the other Trustees to have possession of the Trust books or property, or be so liable, accountable or deprived by reason of honest errors of judgment or mistakes of fact or law or by reason of the existence of any personal or adverse interest or by reason of anything except their own personal willful malfeasance and defaults.

Section 3.7. No Trustee shall be disqualified by their office from contracting or dealing with the Trustees or with one or more Unit Owners (whether directly or indirectly because of their interest individually or the Trustee's interest or any Unit Owner's interest in any corporation, firm, trust or other organization connected with such contracting or dealing or because of any other reason), as vendor, purchaser, or otherwise, nor shall any such dealing, contract or arrangement entered into in respect of their Trust in which any Trustee shall be in any way interested be avoided nor shall any Trustee so dealing or contracting or being so interested be liable to account for any profit realized by any such dealing, contract or arrangement by reason of such Trustee's holding office or of the fiduciary relation hereby established, provided the Trustee shall act in good faith and shall disclose the nature of their interest before the dealing, contract or arrangement is entered into.

Section 3.8. The Trustees and each of them shall be entitled to indemnity both out of the Trust property and by the Unit Owners against any liability incurred by them or any one of them in the execution hereof, including without limiting the generality of the foregoing, liabilities in contract and in tort and liabilities for damages, penalties and fines. Each Unit Owner shall be personally liable for all sums lawfully assessed for his or her share of the common expenses of the Condominium and for his or her proportionate share of any claims involving the Trust property in excess thereof, all as provided in Sections 6 and 13 of said Chapter 183A. Nothing in this paragraph contained shall be deemed, however, to limit in any respect the powers granted to the Trustees in this instrument.

ARTICLE IV BENEFICIARIES AND THE BENEFICIAL INTEREST IN THE TRUST

Section 4.1. The cestuis que trustent shall be the Unit Owners of the Condominium. The beneficial interest in the Trust hereunder shall be divided among the Unit Owners in the percentages of undivided beneficial interest appertaining to the units of the Condominium as follows:

Unit Designation	Percentage of Common Areas and Facilities
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See Exhibit "A" attached

Section 4.2. The beneficial interest of each Unit of the Condominium shall be held and exercised as a Unit and shall not be divided among several owners of any such Unit. To that end, whenever any of said Units are owned of record by more than one person, the several owners of each Unit shall:

- A. Determine and designate which one of such owners shall be authorized and entitled to cast votes, execute instruments and otherwise exercise the rights appertaining to such unit hereunder, and

- B. Notify the Trustees of such designation by notice in writing signed by all of the record owners of such Unit.

Any such designation shall take effect upon receipt by the Trustees and may be changed at any time and from time to time by notice as aforesaid. In the absence of any such notice of designation, the Trustees may designate any one such owner for such purpose.

ARTICLE V BY-LAWS

The provisions of this Article V shall constitute the By-Laws of this Trust and the organization of Unit Owners established hereby, to wit:

Section 5.1 Powers of the Trustees

The Trustees shall, subject to and in accordance with all applicable provisions of said Chapter 183A, have absolute control over the management and disposition of the Trust property (which term as herein used shall insofar as applicable be deemed to include the Common Areas and Facilities of the Condominium) as if they were the absolute owners thereof, free from the control of the Unit Owners (except as limited in this Trust instrument), and, without by the following enumeration limiting the generality of the foregoing or of any time in the enumeration, with full power and uncontrolled discretion, subject only to the limitations and conditions herein and in the provisions of said Chapter 183A at any time and from time to time and without applying to any court for leave so to do:

- A. To retain the Trust property, or any part or parts thereof, in the same form or forms of investment in which received or acquired by them so far and so long as they shall think fit, without liability for any loss resulting therefrom;
- B. To sell, assign, convey, transfer, change and otherwise deal with or dispose of the Trust property, but not the whole thereof, free and discharged of any and all trusts, at public or private sale, to any person or persons, for cash or on credit, and in such manner, on such restrictions, stipulations, agreements and reservations as they shall deem proper, including the power to take back mortgages to secure the whole or any part of the purchase price of any of the Trust property sold or transferred by them, and to execute and deliver any deed or other instrument in connection with the foregoing;
- C. To purchase or otherwise acquire title to, and to rent, lease, or hire from others for terms which may extend beyond the termination of this Trust any property or rights to property, real or personal, and to own, manage, use and hold such property and such rights;

- D. To borrow or in any other manner raise such sum or sums of money or other property as they shall deem advisable in any manner and on any terms, and to evidence the same by notes, bonds, securities or other evidence of indebtedness, which may mature at a time or times, even beyond the possible duration of their Trust and to execute and deliver any mortgage, pledge or other instrument to secure any such borrowings;
- E. To enter into any arrangement for the use or occupation of the Trust property, or any part or parts thereof, including, without limiting the generality of the foregoing, permits, leases, subleases, easements, licenses or concessions, upon such terms and conditions with such stipulations and agreements as they shall deem desirable, even if the same extend beyond the possible duration of the Trust;
- F. To enter into any contract or arrangement for the monitoring, testing, upkeep, repair, maintenance and if necessary, the replacement of all or any part of the septic system.
- G. To invest and reinvest the Trust property, or any part or parts thereof and from time to time and as often as they shall see fit to change investments, including power to invest in all types of securities and other property of whatsoever nature and however denominated, all to such extent as to them shall seem proper, and without liability for loss, even though such property or such other investments shall be of a character or in an amount not customarily considered proper for the investment of trust funds or which does or does not produce income;
- H. To incur such liabilities, obligations and expenses, and to pay from the principal or the income of the Trust property in their hands all such sums as they shall deem necessary or proper for the furtherance of the purposes of the Trust;
- I. To determine whether receipt by them constitutes principal or income or surplus and to allocate between principal and income and to designate as capital or surplus any of the funds of the Trust;
- J. To vote in such manner as they shall think fit any or all shares in any corporation or trust which shall be held as Trust property, and for that purpose to give proxies to any person or persons or to one or more of their number, to vote, waive any notice or otherwise act in respect of any such shares;
- K. To deposit any funds of the Trust in any bank or trust company, and to delegate to any one or more of their number, or to any other person or persons, the power to deposit, withdraw and draw checks on any funds of the Trust;

- L. To maintain such offices and other places of business as they shall deem necessary or proper and to engage in business in Massachusetts or elsewhere;
- M. To employ, appoint and remove such agents, managers, officers, board of managers, brokers, engineers, architects, employees, servants, assistants and counsel (which counsel may be a firm of which one or more of the Trustees are members) as they shall deem proper for the purchase, sale or management of the Trust property, or any part or parts thereof, or for conducting the business of the Trust, and may define their respective duties and fix and pay their compensation, and the Trustees shall not be answerable for the acts and defaults of any such person. The Trustees may delegate to any such agent, manager, officer, board, broker, engineer, architect, employee, servant, assistant or counsel any or all of their powers (including discretionary powers, except that the power to join in amending, altering, adding to, terminating or changing this Declaration of Trust shall not be delegated) all for such times and purposes as they shall deem proper. Without hereby limiting the generality of the foregoing, the Trustees may designate from their number a Chairman, a Treasurer, a Secretary and such other officers as they deem fit, and may from time to time designate one or more of their own number to be the Managing Trustee or Managing Trustees, for the management and administration of the Trust property and the business of the Trust, or any part or parts thereof; and
- N. Generally, in all matters not herein otherwise specified, to control, do each and everything necessary, suitable, convenient or proper for the accomplishment of any of the purposes of the Trust or incidental to the powers herein or in said Chapter 183A, to manage and dispose of the Trust property as if the Trustees were the absolute owners thereof and to do any and all acts, including the execution of any instruments, which by their performance thereof shall be shown to be in their judgment for the best interest of the Unit Owners.

Section 5.2 Maintenance and Repair of Units

The Unit Owners shall be responsible for the proper maintenance and repair of their respective Units, as defined in the Master Deed. If the Trustees shall at any time in their reasonable judgment determine that a Unit is in such need of maintenance or repair that the market value of one or more other Units is being adversely affected or that the condition of a Unit or any fixtures, furnishings, facility or equipment therein is hazardous to any Unit or the occupants thereof, then the Trustees shall, in writing, request the Unit Owner to perform the needed maintenance, repair or replacement or to correct the hazardous condition, and in case such work shall not have commenced within fifteen (15) days (or such reasonable shorter period in case of emergency as the Trustees shall determine) of such request and thereafter diligently brought to completion, the Trustees shall be entitled to have the work performed for the account of such Unit Owners whose Unit is in need of work and to enter upon and have access to such Unit for that purpose,

and the cost of such work as is reasonably necessary therefore shall constitute a lien upon such Unit and the Unit Owners thereof shall be personally liable therefore. Notwithstanding the above, the Trustees shall not be entitled to alter or demolish any construction appurtenant to the Unit without consent of the owner of the Unit, except by judicial order.

Section 5.3 Maintenance, Repair and Replacement of Common Areas and Facilities and Assessment of Common Expenses.

The Trustees shall be responsible for the proper maintenance, repair and replacement of the Common Areas and Facilities of the Condominium (See Section 5.5 for specific provisions dealing with repairs and replacement necessitated because of casualty loss) as defined in the Master Deed, and such may be done through the Managing Agent, as hereinafter provided, and any two Trustees or the Managing Agent, or any others who may be so designated by the Trustees, may approve payment of vouchers for such work, and the expenses of such maintenance, repair and replacement shall be assessed to the Unit Owners, as common expenses of the Condominium at such times, and in such amounts as provided in Section 5.5.

Section 5.4 Common Expenses, Profits and Funds

- A. Except as provided in the Master Deed, the Unit Owners shall be liable for common expenses and entitled to common profits of the Condominium in proportion to their respective percentages of beneficial interest as determined in Article IV hereof. The Trustees may at any time or times distribute common profits among the Unit Owners in such proportions. The Trustees shall, to such extent as they deem advisable, set aside common funds of the Condominium as reserve or contingent funds, and may use the funds set aside for reduction of indebtedness or other lawful capital purposes, or subject to the provisions of the following paragraphs of this Section 5.4, for repair, rebuilding or restoration of the Trust property including both Common Areas and Facilities and Limited Common Areas, or for improvement thereto, and the funds so set aside shall not be deemed to be common profits available for distribution. Such reserve funds will be funded initially by the Declarant of the Master Deed in an amount equal to two months estimated common charges for each unsold Unit, which amount shall be transferred to the Trust for deposit in a segregated fund within sixty (60) days of the conveyance of the first Unit. Thereafter, upon the sale or resale of any Unit, the new Unit Owner shall pay into a working capital fund a sum equivalent to two months' common assessment, which shall be deposited by the Trustees in a segregated account, and the Declarant shall be reimbursed at the time of closing on each Unit for that amount attributable to the Unit which was funded initially by the Declarant.

- B. At least thirty (30) days prior to the commencement of each fiscal year of this Trust, the Trustees shall estimate the common expenses expected to be incurred during such fiscal year, together with a reasonable provision for contingencies and reserves, and after taking into account any undistributed common profits from prior years, shall determine the assessment to be made for such fiscal year. The Trustees shall promptly render statements to the Unit Owners for their respective shares of such assessment, according to their percentages of interest in the Common Areas and Facilities, and such statements shall, unless otherwise provided herein, be due and payable within thirty (30) days after the same are rendered. In the event that the Trustees shall determine during any fiscal year that the assessment so made is less than the common expenses actually incurred, or in the reasonable opinion of the Trustees, likely to be incurred, the Trustees shall make a supplemental assessment or assessments and render statements therefore in the manner aforesaid, and such statements shall be payable and take effect as aforesaid. The Trustees may, in their discretion, provide for payments of statements in monthly or other installments. The amount of each such statement shall be a personal liability of the Unit Owner and if not paid when due shall carry a late charge at a rate equal to the prime interest rate in effect at the Citizens Bank of Massachusetts, Boston, Massachusetts, at the time such payments were due and shall constitute a lien on the Unit of the Unit Owner assessed, pursuant to the provisions of Section 6 of said Chapter 183A.
- C. No Unit Owner shall file an application for abatement of real estate taxes without the approval of the Trustees.
- D. The Trustees shall expend common funds only for common expenses and lawful purposes permitted hereby and by provisions of said Chapter 183A.

Section 5.5. Rebuilding, Restoration, Improvements and Condemnation

- A. In the event of any loss or damage to the Common Areas and Facilities of the Condominium as a result of fire or other casualty, the Trustees shall proceed with the necessary repairs, rebuilding or restoration provided such casualty loss does not exceed ten percent (10%) of the value of the Condominium prior to the casualty, all in the manner provided in Paragraph (a) of Section 17 of said Chapter 183A. If such loss does exceed ten (10%) percent of the value of the Condominium prior to the casualty, the Trustees shall forthwith submit to all Unit Owners:
 - (i) a form of agreement (which may be in several counterparts) by the Unit Owners authorizing the Trustees to proceed with the necessary repair, rebuilding or restoration, and

- (ii) a copy of the provisions of said Section 17; and the Trustees shall thereafter proceed in accordance with, and take such further action as they may in their discretion deem advisable in order to implement the provisions of Paragraph (b) of said Section 17.

B. If and whenever the Trustees shall propose to make any improvements to the Common Areas and Facilities of the Condominium, or shall be requested in writing by twenty-five (25%) percent of the Unit Owners to make any such improvements, the Trustees shall submit to all Unit Owners:

- (i) a form of agreement (which may be in several counterparts) specifying the improvement or improvements proposed to be made and the estimated cost thereof, and authorizing the Trustees to proceed to make the same, and
- (ii) a copy of the provisions of Section 18 of said Chapter 183A.

Upon (a) the receipt by the Trustees of such agreement signed by seventy-five (75%) percent of the Unit Owners, or (b) the expiration of ninety (90) days after such agreement was first submitted to the Unit Owners, whichever of said (a) and (b) shall first occur, the Trustees shall notify all Unit Owners of the aggregate percentage of Unit Owners who have then signed such agreement. If such percentage equals or exceeds seventy-five (75%) percent, the Trustees shall proceed to make the improvements or improvements specified in such agreement and, in accordance with said Section 18 of Chapter 183A, shall charge the cost of improvement to all Unit Owners. The agreement so circulated may also provide for separate agreement by the Unit Owners that if more than fifty (50%) percent, but less than seventy-five (75%) percent, of the Unit Owners so consent, the Trustees shall proceed to make such improvement or improvements and shall charge the same to the Unit Owners so consenting.

C. Notwithstanding anything in the preceding Paragraphs A and B contained,

- (i) in the event that any Unit Owner or Owners shall by notice in writing to the Trustees dissent from any determination of the Trustees with respect to the value of the Condominium or any other determination or action of the Trustees under this Section 5.5, and such dispute shall not be resolved within thirty (30) days after such notice, then either the Trustees or the dissenting Unit Owner or Owners may submit the matter to arbitration. One arbitrator shall be designated by the Trustee and a second shall be designated by the dissenting Unit

Owner or Owners, and a third shall be designated by the two arbitrators so designated, and such arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association, and

- (ii) the Trustees shall not, in any event, be obligated to proceed with any repair, rebuilding or restoration, or any improvement, unless and until they have received funds in an amount equal to the estimate of the Trustees of all costs thereof.

- D. In the event of condemnation or termination pursuant to Section 7.2 hereof, or other liquidation of all or a portion of the Condominium, the Trustees hereunder shall represent the Unit Owners in any proceedings, negotiations, settlements or agreements, and each Unit Owner shall, by acceptance of his Unit deed, appoint the Trustees as their attorneys-in-fact for this purpose.

Section 5.6. Rules, Regulations, Restrictions and Requirements

The Trustees may, at any time and from time to time, adopt, amend, and rescind administrative rules and regulations governing the details of the operation and use of the Common Areas and Facilities as are consistent with provisions of the Master Deed and are designed to prevent unreasonable interference with the use by the Unit Owners of their Units and the Common Areas and Facilities.

Section 5.7. Insurance

- A. Loss or damage by fire and other hazards covered by the standard extended coverage endorsement.

5.7.1 The Trustees shall obtain and maintain, to the extent available, master policy of insurance of the following kinds, naming the Trust, the Trustees, all of the Unit Owners and their mortgagees as insured as their interests may appear:

- A. Casualty or physical damage insurance on all buildings and other structures in an amount not less than one hundred (100%) percent of their full replacement value (exclusive of foundation), against:
- B. Comprehensive public liability insurance in such amounts and forms as shall be determined by the Trustees covering the Trust, the Trustees, all of the Unit Owners and any manager or managing agent of the Condominium, with limits of not less than a single limit of \$1,000,000.00 for claims for bodily injury or property damage arising out of one occurrence and a limit of \$100,000.00 for each occurrence for water damage, legal liability and with cross liability endorsement to cover liability of any insured to other insureds. The liability

insurance should provide, at a minimum, coverage for (i) bodily injury and property damage resulting from the operation, maintenance and use of the Common Areas and Facilities, and (ii) and legal liability that results from law suits related to employment contracts in which the Trust is a party.

- C. Workmen's compensation and employer's liability insurance coverage.
- D. Fidelity bond insurance covering anyone who either handles or is responsible for funds held or administered by the Trust, including, but not limited to, Trustees and Management Agents. The fidelity bond insurance should (i) cover the maximum funds for which the Trust or its Management Agent will be custodian during the term of the bond, and (ii) equal at least the sum of three months' assessments on all Units in the Condominium plus the reserve funds of the Trust.
- E. Flood Insurance.
- F. Such other insurance as the Trustees shall determine to be appropriate, including insurance for any art collection loaned to the Condominium for display therein.

All such master policies shall provide:

- (i) that such policies may not be cancelled or substantially modified without at least ten (10) days prior written notice to all of the insureds, including each Unit mortgagee, and
- (ii) that the coverage thereof shall not be terminated for nonpayment of premiums without twenty (20) days notice to all of the insureds, including each Unit mortgagee.

Certificates of such insurance and all renewals thereof, together with proof of payment of premiums, shall be delivered by the Trustees to all Unit Owners and their mortgagees upon request, at least ten (10) days prior to the expiration of the then current policies.

- G. The cost of such insurance described in section 5.7.1 shall be deemed a common expense assessable and payable as provided in Section 5.4.

Notwithstanding the above, the owners of the commercial units and the detached condominium units shall obtain, maintain and pay the cost of:

- 1) Casualty or physical damage insurance on their condominium unit(s) in an amount not less than one hundred (100%) percent of their full replacement value (exclusive of foundation), against:
 - a) Loss or damage by fire and other hazards covered by the standard extended coverage endorsement. Similarly, those unit owners shall not be required to contribute to the cost of such insurance relating to the attached units.

Section 5.8 Meetings

- A. The Trustees shall meet annually on the date of the annual meeting of the Unit Owners and at such meeting may elect the Chairman, Treasurer, Secretary and any other officers they deem expedient. Other meetings may be called by any Trustees (if there be no more than three (3) then in office) and in such other manner as the Trustees may establish, provided, however, that written notice of each meeting stating the place, day and hour thereof shall be given at least seven (7) days before such meeting to each Trustee. A majority of the number of Trustees then in office shall constitute a quorum at all meetings, and such meetings shall be conducted in accordance with such rules as the Trustees may adopt.
- B. There shall be an annual meeting of the Unit Owners on the first Monday of September in each year at such reasonable place and time as may be designated by the Trustees by written notice given to the Unit Owners at least seven (7) days prior to the date so designated. Special meetings (including a meeting in lieu of a passed annual meeting) of the Unit Owners may be called at any time by the Trustees and shall be called by them upon the written request of Unit Owners entitled to more than thirty-three (33%) percent of the beneficial interest hereunder. Written notice of any such meeting designating the place, day and hour thereof shall be given by the Trustees to the Unit Owners at least fourteen (14) days prior to the date so designated.

Section 5.9. Notices to Unit Owners

Every notice to any Unit Owner required under the provisions hereof, or which may be deemed by the Trustees necessary or desirable in connection with the execution of the Trust created hereby or which may be ordered in any judicial proceeding shall be deemed sufficient and binding if a written or printed copy of such notice shall be given by one or more of the Trustees to such Unit Owner by mailing it, postage prepaid, and addressed to such Unit Owner at their address as it appears upon the records of the Trustees, if other than at their Unit or by delivery or mailing the same to such Unit, if no address appears, or, if such Unit appears as the Unit Owner's address, in any case, at least seven (7) days prior to the date fixed for the happening of the matter, thing or event of which such notice is given.

Section 5.10. Rights of Action

The Trust and any aggrieved Unit Owner shall have a right of action against Unit Owners who have failed to comply with the terms of the Master Deed, Unit Deed, this Declaration of Trust or Rules and Regulations promulgated in accordance herewith.

Section 5.11. Inspection of Books; Availability of Documents; Reports to Unit Owners

The Trustees shall keep current copies of the Master Deed, this Declaration of Trust, and Rules and Regulations, as they may be amended, and these documents and the books, accounts and records of the Trustees shall be open to inspection by any one or more of the Trustees and Unit Owners at all reasonable times. The Trustees shall, as soon as reasonably possible after the close of each fiscal year, submit to the Unit Owners a report of the operations of the Trustees for such year. Any person who has been furnished with such report and shall have failed to object thereto by notice in writing to the Trustees given by registered mail within a period of one (1) month of the date of the receipt by him shall be deemed to have assented thereto.

Section 5.12. Checks, Notes, Drafts and other Instruments

Checks, notes, drafts and other instruments for the payment of money drawn or endorsed in the names of the Trustees or of the Trust may be signed by any of the Trustees (or by one Trustees, if there is only one), or by any person or persons to whom such power may at any time or from time to time be delegated by not less than a majority of the Trustees.

Section 5.13. Seal

The seal of the Trustees shall be circular in form, bearing the inscription A Seaside Inn on Cape Cod Bay Condominium Trust but such seal may be altered by the Trustees at pleasure, and the Trustees may, at any time or from time to time, at their option, adopt a common wafer seal which shall be valid for all purposes or they may sign any instrument under seal without being required to affix a formal, common or wafer seal.

Section 5.14. Fiscal Year

The fiscal year of the Trust shall be the year ending with the last day of December, or such other date as may from time to time be determined by the Trustees.

ARTICLE VI RIGHTS AND OBLIGATIONS OF THIRD PARTIES

DEALING WITH THE TRUSTEES

Section 6.1 No purchaser, mortgagee, lender or other person dealing with the Trustees as they then appear of record in said Registry of Deeds shall be bound to ascertain or inquire further as to the persons who are then Trustees hereunder, or be affected by any notice, implied or actual, otherwise than by a certificate thereof and such record or certificate shall be conclusive evidence of the personnel of said Trustees or any of any changes therein. The receipts of the Trustees, or any one or more of them, for monies or things paid or delivered to them or him shall be effectual discharges therefrom to the persons paying or delivering the same and no person from whom the Trustees, or any one or more of them, shall receive any money, property, or other credit shall be required to see to the application thereof. No purchaser, mortgagee, lender or other person dealing with the Trustees or with any real or personal property which then is or formerly was Trust property shall be bound to ascertain or inquire as to the existence or occurrence of any event or purpose in or for which a sale, mortgage, pledge or charge is herein authorized or directed, or otherwise as to the purpose or regularity of any of the acts of the Trustees, or anyone or more of them, purporting to be done in pursuance of any of the provisions or powers herein contained, or as to the regularity of the resignation or appointment of any Trustees, and any instrument of appointment of a new Trustee or resignation of an old Trustee purporting to be executed by the Trustees, Unit Owners or other persons herein required to execute the same, shall be conclusive evidence in favor of any such purchaser or other person dealing with the Trustees of the matters herein recited relating to such discharge, resignation or appointment or the occasion thereof. Certificates of No Assessment and certificates regarding changes in Trustees shall be effective if signed by any one Trustee then in office.

Section 6.2. No recourse shall at any time be had under or upon any note, bond, contract, order, instrument, certificate, undertaking obligation, covenant or agreement, whether oral or written, made, issued or executed by the Trustee or by any agent or employee of the Trustees, or by reason of anything done or omitted to be done by or on behalf of them or any of them against the Trustees individually, or against any such agent or employee, or against any beneficiary, either directly or indirectly, by legal or equitable proceedings, or by virtue of any suit or otherwise, and all persons extending credit to, contracting with or having any claim against the Trustees, shall look only to the Trust property for payment under such contract or claim or for the payment of any debt, damage, judgment or decree, or of any money that may otherwise become due or payable to them from the Trustees so that neither the Trustees nor the beneficiaries, present or future, shall be personally liable therefore; provided, however, that nothing herein contained shall be deemed to limit or impair the liability of Unit Owners under provisions of Section 8 of Article III hereof, or under provisions of Chapter 183A.

Section 6.3. Every note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant or agreement, whether oral or written, made, issued or executed by the Trustees, or by any agent or employee of the Trustees, shall be deemed to have been entered into subject to the terms, conditions, provisions and restrictions hereof, whether or not express reference shall have been made to this instrument.

Section 6.4 This Declaration of Trust and any amendments hereto and any certificate herein required to be recorded and any other certificate or paper signed by said Trustees or any of them which it may be deemed desirable to record shall be recorded with said Registry of Deeds and such record shall be deemed conclusive evidence of the contents and effectiveness thereof according to the tenor thereof; and all persons dealing in any manner whatsoever with the Trustees, the Trust property or any beneficiary thereunder shall be held to have notice of any alteration or amendment of this Declaration of Trust, or changes of Trustee or Trustees, when the same shall be recorded with said Registry of Deeds. Any certificate signed by two (2) Trustees in office at the time (only one Trustees if there is only one at the time), setting forth as facts any matters affecting the Trust, including statements as to who are the beneficiaries, as to what action has been taken by the beneficiaries, and as to matters determining the authority of the Trustees to do any act, when duly acknowledged and recorded with said Registry of Deeds shall be conclusive evidence as to the existence of such alleged facts in favor of all third persons, including the Trustees acting in reliance thereon. Any certificate executed by any Trustee hereunder, or by a majority of the Trustees hereunder setting forth the existence of any facts, the existence of which is necessary to authorize the execution of any instrument or the taking of any action by such Trustee or majority, as the case may be, shall, as to all persons acting in good faith in reliance thereon, be conclusive evidence of the truth of the statements made in such certificate and of the existence of the facts therein set forth.

ARTICLE VII AMENDMENTS AND TERMINATION

Section 7.1. The Trustees, with the consent in writing of Unit Owners entitled to not less than seventy-five (75%) percent of the beneficial interest hereunder, together with the consent in writing (which shall not be unreasonably withheld) of fifty-one (51%) percent of eligible holders of first mortgages of record on the Units of consenting Unit Owners, may at any time and from time to time amend, alter, add to, or change this Declaration of Trust in any manner or to any extent, the Trustees first, however, being duly indemnified to their reasonable satisfaction against outstanding obligations and liabilities; provided always, however, that no such amendment, alteration, addition or change (a) according to the purport of which the percentage of the beneficial interest hereunder of any Unit Owner would be altered or in any manner or to any extent whatsoever modified or affected, so as to be different from the percentage of the individual interest of such Unit Owner in the Common Areas and Facilities as set forth in the Master Deed or (b) which would render this Trust contrary to or inconsistent with any requirements or provisions of said Chapter 183A, shall be valid or effective. Any amendment, alteration, addition or change, shall become effective upon the recording of same, signed, sealed and acknowledged in the manner required in Massachusetts for the acknowledgment of deeds, by any two (2) Trustees, if there be at least two (2) then in office or one (1) Trustee if there be only one (1), setting forth in full the amendment, alteration, addition or change and reciting the consent of the Unit Owners and mortgagees herein required to consent thereto. Such instrument, so executed and recorded, shall be

conclusive evidence of the existence of all facts and of compliance with all pre-requisites to the validity of such amendment, alteration, addition or change, whether stated in such instrument or not, upon all questions as to title or affecting the rights of third persons and for all purposes.

Section 7.2. The Trust hereby created shall terminate only upon the removal of the A Seaside Inn on Cape Cod Bay Condominium from the provisions of said Chapter 183A in accordance with the procedure therefore set forth in Section 19 of said Chapter.

Section 7.3. Upon the termination of this Trust, the Trustees may, subject to and in accordance with the provisions of said Chapter 183A, sell and convert into money the whole of the Trust property, or any part or parts thereof, and, after paying or retiring all known liabilities and obligations of the Trustees and providing for indemnity against any other outstanding liabilities and obligations, shall divide the proceeds thereof among, and distribute in kind, at valuations made by them which shall be conclusive, all other property then held by them in trust hereunder, to the Unit Owners according to their respective percentages of beneficial interest hereunder. And in making any sale under their provision the Trustees shall have power to sell by public auction or private contract of sale and to resell without being answerable for loss and, for said purposes, to do all things, including the execution and delivery of instruments, as may by their performance thereof be shown to be in their judgment necessary or desirable in connection therewith. The powers of sale and all other powers herein given to the Trustees shall continue as to all property at any time remaining in their hands or ownership, even though all times herein fixed for distribution of Trust property may have passed.

Section 7.4. Consent of Mortgagees

Notwithstanding the foregoing provisions of this Article VII, unless at least fifty-one (51%) percent of the eligible holders of first mortgages (based upon one vote for each mortgage owned) of Units and at least seventy-five (75%) percent of the beneficial interest of this Trust have given their prior written approval, neither the Trustees nor the Unit Owners shall:

- A. By act or omission seek to abandon or terminate the Condominium (except for abandonment or termination provided by statute in case of substantial loss to the Units and Common Areas and Facilities);
- B. Change the beneficial interest of any Unit for purposes of levying assessments or allocating distributions of hazard insurance proceeds or condemnation awards;
- C. Partition or subdivide any Unit;
- D. By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the common elements (but the granting or easements for public utilities or for other public purposes consistent with the intended use of the

common areas and facilities shall not be deemed a transfer within the meaning of their clause);

- E. Use hazard insurance proceeds for losses to any Condominium property (whether to Units or to Common Areas and Facilities) for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in case of substantial loss to the Units and/or Common Areas and Facilities of the Condominium;
- F. Add to, amend, alter or change the Condominium documents, relative to voting, assessments, reserve funds, insurance, fidelity bonds, rights to use common areas, responsibility for maintenance and repair, boundaries of any Unit, interests in the Common Areas, convertibility of Units into Common Areas or vice-versa, leasing of Units, imposition of any right of first refusal or similar restriction or the right of a Unit Owner to sell, transfer, or otherwise convey their or her Unit, and provisions which are for the express benefit of eligible mortgage holders of eligible insurers or guarantors of first mortgages on the Units.
- G. Establish self-management when professional management had previously been required by an eligible mortgage holder.
- H. Alter or amend the provisions herein relating to restoration or repair of the project (after hazard damage or partial condemnation).

An addition or amendment to such documents shall not be considered material if it is for the purpose of correcting technical errors or for clarification only. An eligible mortgage holder who receives a written request to approve additions or amendments who does not deliver or mail to the requesting party a negative response within thirty (30) days, shall be deemed to have approved said request.

ARTICLE VIII CONSTRUCTION AND INTERPRETATION

In the construction hereof, whether or not so expressed, words used in the singular or in the plural respectively include both the plural and the singular, words denoting males, include females, and words denoting persons include individuals, firms, associations, companies (joint stock or otherwise), trusts and corporations unless a contrary intention is to be inferred from or required by the subject matter or context. The cover, title, headings of different parts hereof, the table of contents and the marginal notes, if any, are inserted only for the convenience of reference and are not to be taken to be any part hereof or to control or affect the meaning, construction, interpretation or effect hereof. All the trusts, powers and provisions herein contained shall take effect and be construed according to the laws of the Commonwealth of Massachusetts. Unless the

context otherwise indicates, words defined in said Chapter 183A shall have the same meaning herein and words defined in the Master Deed shall have the same meaning as therein.

A SEASIDE INN ON CAPE COD BAY
CONDOMINIUM TRUST

By: Harry B. Miller, Jr.
Harry B. Miller, Jr., Trustee

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this 16th day of December, 2008, before me, the undersigned notary public personally appeared Harry B. Miller, Jr., as Trustee, and proved to me through satisfactory evidence of identification, which was a Massachusetts Driver's License to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Trustee.

Meredith J. Dunning
Notary Public
My Commission Expires:

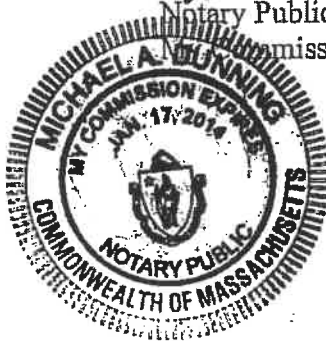


EXHIBIT A
PERCENTAGE OF INTEREST

<u>Unit No.</u>	<u>Percentage of Interest</u>
1	4.42
2	4.87
3	3.10
4	3.32
5	3.05
6	3.54
7	4.87
8	4.87
9	4.65
10	4.87
11	5.09
12	4.65
13	4.87
14	4.87
15	4.87
16	3.14
17	3.54
18	3.10
19	3.50
20	3.54
21	3.54
22	2.66
23	3.10
24	2.66
25	2.21
26	<u>3.10</u>
TOTAL	100%

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12-17-2008 @ 10:10a

Agenda Item: 7F4

**MASTER DEED
OF
A SEASIDE INN ON CAPE COD BAY CONDOMINIUM**

Seaside Marketing, LLC., a Massachusetts limited liability company, having a mailing address of 487 Shore Road, P. O. Box 275, North Truro, MA 02652 (referred to as the "Declarant" herein) is the owner of land in the Town of Truro, Barnstable County, MA, more particularly described in Exhibit "A", amended hereto and made a part hereof (the Premises hereafter). By duly executing and recording this Master Deed do hereby submit said premises to the provisions of Chapter 183A of the General Laws of Massachusetts and proposes to create and do hereby create a 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 **A Seaside Inn on Cape Cod Bay Condominium** ("Condominium" hereinafter).

2. Project Description: The Condominium premises consists of two separate parcels.

The first, Parcel A, hereinafter, is situated on the northerly side of State Highway, Route 6A. It has an area of 26,944 \pm square feet. It presently consists of three buildings, each containing a unit, which units are designated as Unit 24, Unit 25 and Unit 26.

The second parcel, Parcel B, hereinafter, is directly across Route 6A from Parcel A. Said Parcel B consists of 30,977 \pm square feet and presently has situated thereon one building. The building is a two story structure, and contains 23 condominium units, designated Units 1-23. The approximate location and configuration of said building is shown on plans recorded herewith.

Said condominium is permitted pursuant to Special Permits issued by the Town of Truro Zoning Board of Appeals, recorded on June 26, 2006 in Book 21129 Page 228, and that dated May 1, 2007 recorded in Book 22112 Page 75, as extended in Book 22146 Page 293. The Site Plan approval issued by the Town of Truro Planning Board dated June 26, 2007, recorded in Book 22360 Page 313 and Town of Truro Condominium Declaration of Covenants dated February 15, 2006 and recorded in Book 20995 Page 180.

3. Rights Reserved by Declarant:

- (a) Declarant reserves unto itself and its agents, servants, employees, independent contractors, workmen, work crews, successors and assigns the right and easement to use, occupy, and alter, for construction purposes, the common areas and facilities, for all purposes necessary or desirable in order to complete and/or repair the Condominium units and the Common Areas and Facilities therefore. The Declarant further reserves for itself and its successors and assigns the exclusive right to grant easements across all of the Property for the installation of utilities and the right to grant easements to others to use the roadways and other areas of the Property for vehicular and pedestrian traffic.
- (b) The Condominium Trustees, at Declarant's request, shall execute whatever confirmatory instruments which Declarant deems appropriate or necessary in order to perfect, carry out, or effectuate the rights and easements reserved by the Declarant in this Master Deed and in the Condominium Trust.

4. Description of Land: The premises which constitute the Condominium consist of the land, with the buildings thereon, situated in the Town of Truro, Barnstable County, Massachusetts and described in Exhibit "A", annexed hereto and made a part hereof.

5. Description of the Buildings:

On the northerly side of Route 6A, there are three (3) buildings designated as Buildings # 475, #473 and #471, each containing one (1) unit and consisting of stories as follows:

- (a) Building # 475 also known as 475 Shore Road, and containing Unit 26 consists of 2 stories, of wood frame construction with asphalt shingle roof and concrete slab and contains 1 unit and is intended for residential use.
- (b) Building # 473, also known on 473 Shore Road, and containing Unit 25, consists of 1 story, of wood frame construction with asphalt shingle roof, concrete basement and contains 1 unit and is intended for residential use.
- (c) Building # 471, also known as 471 Shore Road, and containing Unit 24, consists of 1 story of wood frame construction with asphalt shingle roof and concrete basement. Said building contains the Manager's Quarters (common area), common area storage, and one unit, which is intended for residential use.

On the Southerly side of Route 6A, there is a single building, Building "D", containing 23 units and described as follows:

- (d) Building # 482 presently identified as 482 Shore Road, is of wood frame construction, asphalt shingle roof with a crawl space and a sand floor, consists of 2 stories of wood frame construction, asphalt shingle roof and crawl space, and contains 23 residential units.

6. Designation of Units and Their Boundaries:

The Condominium Units (hereinafter referred to as "the Units") and the designations, locations, approximate areas, immediately accessible common areas, and other descriptive specifications thereof are as set forth in Exhibit "B", annexed hereto.

The boundaries of the Units with respect to floors, ceilings and the walls, doors and windows thereof are as follows:

- (1) Floors: The plane of the upper surface of the concrete floor or floor joists, as the case may be.
- (2) Ceilings: The plane of the lower surface of the roof rafters.
- (3) Interior: Building walls between units: The planes of the interior surface of the wall studs facing each unit.
- (4) Exterior: Building walls, doors and windows: as to walls, the plane of the interior surface of the wall studs or in the case of a concrete wall the interior surface of said concrete walls; as to doors, the unfinished exterior surface of the doors; as to windows, the exterior surface of the glass and the unfinished exterior of the window frames; as to garage doors, the exterior surface thereof.

Each Unit is subject to and has the benefit of an easement of encroachment in the event that said Unit encroaches upon any other Unit or upon any portion of the Common Areas and Facilities or in the event that any other Unit or the Common Areas and Facilities encroach upon said Unit, as a result of the construction of the buildings of which said Unit is a part, or as a result of the settling or shifting of said building to the extent of said encroachment. Each Unit is subject to an easement for the benefit of the other Units to use the pipes, wires, ducts, flues, conduits, cables, public utility lines and other Common Elements located in other units and serving his or her unit.

Each Unit Owner shall be responsible for the upkeep, maintenance and repair of his unit, subject to such rules and regulations as may be adopted by the Condominium Trustees.

7. Common Areas and Facilities:

The Common Areas and Facilities of the Condominium (sometimes also referred to herein as the "Common Elements") consist of the entire premises exclusive of the Units, and exclusive of any and all rights, interests and/or easements reserved by the Declarant, including all parts of the buildings and improvements thereon excluding those portions of any Building which constitutes a Unit as hereinbefore described and include, without limitation, the following:

- (a) Such areas and items listed as such in Section 1 of said Chapter 183A and all areas and facilities of the Condominium which do not constitute a Unit of the Condominium, as defined herein.
- (b) The land on which each unit is erected, subject to exclusive use areas appurtenant to some Units, as hereafter defined.
- (c) All conduits, ducts, pipes, plumbing, wiring, flues and other facilities for the furnishing of utility services including but not limited to power, light, telephone, water and cable which are contained in portions of the building 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.
- (d) All decks, patios, balconies, exterior stairs, walks, lawns, fences, railings, steps, lighting fixtures, plants, common storage (378 square feet) in Building # 471, the Manger's quarters, parking areas and other improved or unimproved areas not within the Units, subject to exclusive use areas as hereafter defined.
- (e) All drainage pipes and waste disposal pipes, pumping stations and other components of the "Septic System"; and
- (f) All other apparatus and installation in the buildings intended for common use or necessary or convenient to the existence, maintenance or safety of the buildings.

The Owners of each Unit of the Condominium shall be entitled to an undivided interest in the Common in the Common Areas and Facilities in the percentages specified in Exhibit "C".

The Common Areas and Facilities shall be subject to the provisions of A Seaside Inn on Cape Cod Bay Condominium Trust ("Condominium Trust" hereinafter), and to rules and regulations promulgated pursuant thereto with respect to the use thereof, assignments of certain such facilities to particular Unit owners (as, for example, parking spaces).

8. Plans: A site plan drawn by MacDougall Surveying & Associates showing the premises which constitute A Seaside Inn on Cape Cod Condominium, entitled

"Seaside Condominium Plans" dated 12/4/ 2008, revised 12/8/2008, are recorded herewith in Plan Book 628 Page 30. Floor plans of the buildings showing the layout, location, Unit numbers and dimensions of Units, and bearing the verified statement of a registered engineer or land surveyor, and dated 12/14/08, certifying that the plans fully and accurately depict the same, drawn by MacDougall Surveying & Associates, are also recorded herewith in Plan Book 628 Page 31 & 32.

9. Purposes: The Buildings, Units and the Common Areas and Facilities shall be used in a manner that is consistent with the Special Permits referenced herein and are intended to be used only for residential purposes. The Declarant reserves the right to use one or more of the units as a "model" during the marketing and sales period of the project.

10. Seasonal Restrictions: Pursuant to Condominium Declaration of Covenants recorded in Book 20995 Page 180, the Condominium and the Units are subject to the following seasonal restriction; Except for the Manager's Quarters located in Building # 471, no Unit shall be occupied for the period between November 30th of each year and April 1st of the succeeding year.

11. Exclusive Use Areas: As to decks, patios and balconies: Units shall have appurtenant thereto the exclusive right and easement, exercisable subject to and in accordance with the Master Deed, the By-Laws and the rules and regulations promulgated pursuant thereto, to the occupancy, use and possession of that portion of those decks, balconies and patios which are immediately contiguous and which have direct access thereto, as shown on the site plan recorded herewith, which portion shall be defined by an extension of the centerline of the interior common wall dividing the units. As to Parking: Each unit shall have the exclusive use for parking purposes only of that parking space is noted and designated on the Site Plan referred to in Paragraph 8.

The rights of the Unit Owner entitled to use and occupy an "exclusive use area" is specifically subject to the rights of:

- (a) the Trustees, Management Company and their agents, employees and assigns in the exercise of their responsibilities; and
- (b) the rights of public or municipal utility companies to enter upon said exclusive use areas to install, repair and replace utility installations or other Common Elements.

Such exclusive use areas shall be maintained in a good and safe condition at the sole expense of the owners of the units to which such areas are appurtenant.

12. Restrictions on Use: The Buildings, Units and the Common Areas and Facilities shall be used in a manner that is consistent with the Special Permits recorded in Book 21129 Page 228 and in Book 22112 Page 75, as extended in Book 22146 Page 293.

Unless otherwise permitted in writing, duly exercised by the Trustees of A Seaside Inn on Cape Cod Bay Condominium Trust pursuant to provisions of the By-Laws thereof:

- (a) No Unit shall be used for any purpose other than a purpose permitted under Section 9 and as permitted under the Special Permits issued by the Town of Truro above;
- (b) The architectural integrity of the buildings and the Units shall be preserved without modification and, to that end, without limiting the generality of the foregoing, no deck or porch enclosure, awning, screen, antenna, sign, banner or other device, and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to any such Unit or any part thereof, no addition to or change or replacement of any exterior light, door knocker or other exterior hardware shall be made, and no painting, attaching of decalcomania or other decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window, without the written consent of a majority of the Trustees of the Condominium Trust, but this subparagraph (b) shall not restrict the rights of Unit Owners to decorate the interiors of their Units as they may desire;
- (c) Each Unit shall be subject to the seasonal restrictions referred to in Paragraph 10.
- (d) No Unit shall be used or maintained in a manner contrary to or inconsistent with the By-Laws of the Condominium Trust.

Said restrictions shall be for the benefit of the Owners of all of the Units and the Trustees of the Condominium Trust as managers 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 contained enforceability thereof. No Unit Owner shall be liable for any breach of the provisions of this paragraph except such as occur during his or her ownership thereof.

13. Amendments: Except as otherwise specifically provided herein, including but not limited to those set forth in Paragraph 3, supra, this Master Deed may be amended by an instrument in writing (a) signed by the Owners of Units entitled to seventy-five (75%) percent or more of the undivided interests in the Common Areas and Facilities, (b) signed and acknowledged by a majority of the Trustees of the Condominium Trust, and (c) duly recorded with the Barnstable County Registry of Deeds, provided, however that:

- (a) The date on which any 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 signed by the Owners of the Unit so altered;
- (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 all of the Units and said instrument is therein designated as an Amended Master Deed;
- (d) No instrument of amendment affecting the percentage of interest of any Unit subject to a first mortgage of record thereon held by a bank, credit union, insurance company, or other institutional lender, 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 has been assented to by such holder, which assent shall not be unreasonably withheld;
- (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.
- (f) No instrument of amendment which alters Paragraph 9 shall be of any force or effect unless signed by all Unit Owners; and
- (g) Notwithstanding the above, in the event that the Seasonal Restriction referenced in Paragraph 10 is modified or waived by the Town of Truro, or otherwise determined to be unenforceable, the Declarant reserves the right to amend this Master Deed to unilaterally alter or terminate the Seasonal Restriction contained herein, without consent of any unit owner, mortgagee or other party.

14. Provisions for the Protection of Mortgagees: Notwithstanding anything in this Master Deed or in the By-Laws of the A Seaside Inn on Cape Cod Bay Condominium Trust ("Condominium Trust" hereafter) to the contrary, and in any event subject to any greater requirements pursuant to M.G.L. c. 183A, 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) No Right of First Refusal in connection with the sale of a Unit shall 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 through the procedures described in subparagraphs (i) and (ii) above.
- (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 Condominium Trust By-Laws.
- (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.
- (d) The Unit Owners and the Condominium Trust shall not be entitled to take the following actions unless the First Mortgagees with respect to all of the Units have given their prior written consent thereto;
 - (i) by any act or omissions, 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 Areas and Facilities; or
 - (iii) partition or subdivide any Unit; or
 - (iv) by any act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas and Facilities, provided that the granting of easements for public purposes consistent with the intended use of the Common Areas and Facilities 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 Areas or reconstruction thereof, except as otherwise provided in Article V of the By-Laws of the Condominium Trust which contains provisions dealing

with substantial losses in conformity with the requirements of Section 17 of Chapter 183A.

- (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 A Seaside Inn on Cape Cod Bay Condominium Trust By-Laws 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 a taking of such Unit and/or the Common Areas and Facilities.
- (g) A First Mortgagee, upon written 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 obligation of such borrower under this Master Deed or the provisions of the Condominium By-Laws which is not cured within sixty (60) days;
 - (ii) inspect all books and records of the Condominium Trust at all reasonable times;
 - (iii) receive an annual financial statement of A Seaside Inn on Cape Cod Bay Condominium within ninety (90) days following the end of any fiscal year of the Condominium Trust;
 - (iv) receive written notice of all meetings of A Seaside Inn on Cape Cod Bay Condominium Trust and be permitted to designate a representative to attend all such meetings; and
 - (v) receive prompt written notification from A Seaside Inn on Cape Cod Bay Condominium Trust of any damage by fire or other casualty to the Unit upon which there is a First Mortgage or any proposed taking by condemnation or eminent domain of said Unit or the Common Areas and Facilities.
- (h) No agreement for professional management of the Condominium or any other contract with the Declarant may exceed a term of three (3) 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 less written notice.

The Declarant intends that the provisions of this paragraph shall comply with the requirements of the Federal Home Loan 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 paragraph may not be amended or rescinded 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 Registry of Deeds in accordance with the requirements of Paragraph (g) hereof.

15. Trust: The trust through which the Unit owners will manage and regulate the Condominium established hereby is A Seaside Inn on Cape Cod Bay Condominium Trust under Declaration of Trust dated of even date, to be recorded herewith. Said Declaration of Trust establishes a membership organization of which all Unit Owners shall be members and in which said Owners shall have an interest, based on value, in proportion to the percentage of undivided interest in the Common Areas and Facilities to which they are entitled hereunder. The names of the original and present Trustee(s) thereof (therein designated as the Trustees hereof) are as follows:

Harry B. Miller, Jr.

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

16. Units Subject to Master Deed, Unit Deed, By-Laws and Rules and Regulations: All present and future owners, tenants, visitors, servants and occupants of Units shall be subject to and shall comply with the provisions of this Master Deed, the Unit Deed, the By-Laws and the Rules and Regulations as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that (a) the provisions of this Master Deed, the Unit Deed, the By-Laws and the Rules and Regulations as they may be amended from time to time are accepted and ratified by such owner, tenant, visitor, servant or occupant, and all 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 (b) a violation of the provisions of this Master Deed, the Unit Deed, By-Laws or Rules and Regulations by any such person shall be deemed a substantial violation of the duties of the Condominium Unit owner. Any deeds to a purchaser, lease to a lessee, or mortgage to a secured party, shall expressly provide, or in the absence of such be deemed to provide, that the acceptance thereof shall constitute an assumption of the provisions of the Master Deed, the Declaration of Trust, and the Rules and Regulations promulgated thereunder, as the same may be amended from time to time.

Any such lease shall be consistent with the restrictions contained in this Master Deed and shall be deemed to provide that the Trustees shall have the power to terminate such lease and/or to bring summary process proceedings to evict the tenant in the name of the landlord (i) in the event of default by the tenant in the performance of such lease, (ii) in the event of the creation, continuance or sufferance of a nuisance in or about the premises, or (iii) in the event of a violation of the provisions of this Master Deed, the Declaration of Trust and/or Rules and Regulations promulgated pursuant thereto.

17. **Sale or Lease of Units:** A Unit Owner may, subject to the restrictions of this Master Deed and the Trust, assign, lease, sell or otherwise transfer all of his interest in his Unit(s), together with: (i) the undivided interest in the Common Areas and Facilities appurtenant thereto; and (ii) the exclusive right of such Unit Owner to use the Exclusive Use Areas to which said Unit Owner has an exclusive right of use.

18. **Easements:** To the extent permitted by law, the Trustees may grant easements and relocate easements for the installation of utilities, improvement of A Seaside Inn on Cape Cod Bay Condominium, and similar purposes except within, under or upon those designated exclusive use areas for the benefit of that respective unit owner. No easement hereafter granted or relocated shall affect or impair the rights of existing mortgagees who have not consented to the same in writing. The Trustees may modify or relocate the access and entrance ways to The A Seaside Inn on Cape Cod Bay Condominium land or buildings from time to time, subject to the adjustments as would be required for the control and maintenance of the common areas, and subject to the ordinances and zoning regulations of the municipal authorities having jurisdiction thereof, and subject to the interest and consent of any mortgagees.

19. **Assignment of Development Rights:**

(a) **Definition of Development Rights.** The phrase "Development Rights" as used herein shall mean and include all of the rights, easements, powers and consents now or hereafter granted or reserved to Declarant pursuant to this Master Deed or otherwise in the Condominium Documents, including, without limitation, the right to modify Units, buildings, Common Areas and Facilities, easements to use and occupy the Land and other Common Areas and Facilities, and the right to amend the Condominium Documents for any other purposes permitted therein, and the right to exercise all consents and powers of attorney now or hereafter granted to Declarant by Unit Owners and unit Mortgagees.

(b) **Assignment of Development Rights.** Declarant and any Successor Declarant shall have the right to assign and transfer the Development rights to any person (a "Successor Declarant") and on any terms and conditions which Declarant or the Successor Declarant deems appropriate by instrument in writing filed with the Barnstable Registry District. Such assignment may be included in a deed conveying a Unit or Units to the Successor Declarant or by separate instrument; and unless and until so conveyed, the Development Rights shall remain the property of the original Declarant.

(c) Mortgage of Development Rights. Declarant and any Successor Declarant shall have the right to mortgage, pledge and/or grant a security interest in the Development Rights to any person and on any terms and conditions which Declarant or the Successor Declarant then holding such rights deems appropriate, and the foreclosure of any mortgage covering the Development Rights, along or in combination with other collateral, or a deed in lieu of such foreclosure shall be deemed to transfer and convey the Development Rights to the transferee and such transferee shall be deemed a Successor Declarant unless a contrary intent is clearly expressed.

20. Statutory Conditions: The Units and Common Areas and Facilities, and Unit Owners and Trustees of The A Seaside Inn on Cape Cod Bay Condominium shall have the benefit of and be subject to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts, and in all respects not specified in this Master Deed or in the Condominium Trust shall be governed by provisions of 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 removal of the Condominium premises or any portion thereof from the provisions of said Chapter 183A.

21. Definitions: All terms and expressions herein used which are defined in Section 1 of Chapter 183A shall have the same meanings herein unless the context otherwise requires.

22. Invalidity: The invalidity of any provisions of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Master Deed and, in such event, all of the other provisions of this Master Deed shall continue in full force and effect.

23. Conflicts: This Master Deed is set forth to comply with the requirements of Chapter 183A of the General Laws of the Commonwealth of Massachusetts. In case any

of the provisions stated above conflict with the provisions of said statute, the provisions of said statute shall control.

EXECUTED as a sealed instrument this 16th day of December 2008.

SEASIDE MARKETING, LLC.

By:

Harry B. Miller, Jr.
Harry B. Miller, Jr., Manager

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this 16th day of December, 2008 before me, the undersigned notary public personally appeared Harry B. Miller, Jr., as Manager, and proved to me through satisfactory evidence of identification, which was his Massachusetts 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.

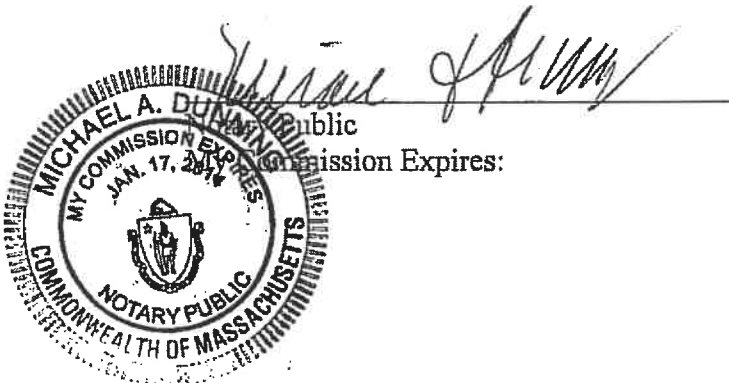


EXHIBIT "A"

The land with the buildings thereon in Truro (North), Barnstable County, Massachusetts, more particularly described as follows:

PARCEL 1:

Containing approximately 30,970 square feet more or less, showing on the plan recorded with the Barnstable Registry of Deeds in Plan Book 444, Page 71 and is further described in Plan Book 496, Page 64.

PARCEL 2:

Being PARCEL 2 containing approximately 26,244 square feet, more or less, shown on a plan recorded with Barnstable Registry of Deeds in Plan Book 444, Page 71 and as further described on the plan recorded with the Barnstable County Registry of Deeds in Plan Book 496, Page 65.

Also including all of Declarants right, title and interest to unnamed parcel containing 722 square feet situated at the southeast side of said PARCEL 2 marked on said Plan by ///// (slash marks).

Subject to and with the benefit of all rights, restrictions, easements and rights of way of record insofar as the same are now in force and applicable.

For title reference, see deed recorded at the Barnstable County Registry of Deeds in Book 22478, Page 23.

EXHIBIT B

DESCRIPTION OF UNITS

<u>Unit Designation</u>	<u>Number of Rooms</u>	<u>Location</u>	<u>Approx. Sq. Ft.</u>	<u>Immediate Common Area to which it has Access</u>
1	6	Bldg 482/FL1	686	Grounds, Deck or Stairs
2	6	Bldg 482/FL2	686	Grounds, Deck or Stairs
3	4	Bldg 482/FL1	379	Grounds, Deck or Stairs
4	4	Bldg 482/FL2	379	Grounds, Deck or Stairs
5	4	Bldg 482/FL1	384	Grounds, Deck or Stairs
6	4	Bldg 482/FL2	384	Grounds, Deck or Stairs
7	6	Bldg 482/FL1&2	709	Grounds, Deck or Stairs
8	6	Bldg 482/FL1&2	720	Grounds, Deck or Stairs
9	6	Bldg 482/FL1&2	710	Grounds, Deck or Stairs
10	6	Bldg 482/FL1&2	740	Grounds, Deck or Stairs
11	6	Bldg 482/FL1&2	850	Grounds, Deck or Stairs
12	6	Bldg 482/FL1&2	714	Grounds, Deck or Stairs
13	6	Bldg 482/FL1&2	715	Grounds, Deck or Stairs
14	6	Bldg 482/FL1&2	714	Grounds, Deck or Stairs
15	6	Bldg 482/FL1&2	723	Grounds, Deck or Stairs
16	4	Bldg 482/FL1	387	Grounds, Deck or Stairs
17	4	Bldg 482/FL2	384	Grounds, Deck or Stairs
18	4	Bldg 482/FL1	377	Grounds, Deck or Stairs
19	4	Bldg 482/FL2	377	Grounds, Deck or Stairs
20	4	Bldg 482/FL1	561	Grounds, Deck or Stairs
21	4	Bldg 482/FL2	618	Grounds, Deck or Stairs
22	4	Bldg 482/FL1	499	Grounds, Deck or Stairs
23	4	Bldg 482/FL2	419	Grounds, Deck or Stairs
24	9	Bldg 471	1277	Grounds, Deck or Stairs
25	4	Bldg 473	748	Grounds, Deck or Stairs
26	6	Bldg 475	1565	Grounds, Deck or Stairs

NOTE: Bathrooms counted as 1 room

EXHIBIT C

PERCENTAGE OF INTEREST

<u>Unit No.</u>	<u>Percentage of Interest</u>
1	4.42
2	4.87
3	3.10
4	3.32
5	3.05
6	3.54
7	4.87
8	4.87
9	4.65
10	4.87
11	5.09
12	4.65
13	4.87
14	4.87
15	4.87
16	3.14
17	3.54
18	3.10
19	3.50
20	3.54
21	3.54
22	2.66
23	3.10
24	2.66
25	2.21
26	<u>3.10</u>
TOTAL	100%

w:\dk8\winword\miller\seaside inn on cape cod bay condo\master deed of seaside inn on cape cod bay.doc12/16/2008 5:12 PM

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
Sherry 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
swlodkowski@provincetown-ma.gov
sprada@provincetown-ma.gov
csalisbury@provincetown-ma.gov

August 18, 2020

Jeffrey Arnstein
c/o Jeffrey Arnstein
10 City Point 47-F
Brooklyn, NY 11201

Re: 482 Shore Road (Truro) Unit #20-22 , Water Service Inspection for Year Round Condo Feasibility

Dear Mr. Arnstein:

The Town of Provincetown Water Department has performed an inspection of the current water service arrangement at the above-referenced property. The purpose of the inspection was to determine the feasibility of year-round use for the condominium unit(s) within the building(s) in accordance with the Town of Truro regulations. **The Water Department technician determined that the unit(s) in question may need additional measures to accommodate year-round occupancy (a copy of the report is attached for your record).**

1. The crawl space should be insulated/heated to prevent the water service from freezing during winter months.

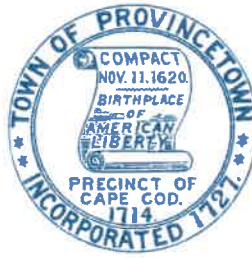
Should you have any further questions please do not hesitate to contact me.
Very truly yours,

Cody J. Salisbury
Water Superintendent

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
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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
swlodkowski@provincetown-ma.gov
sprada@provincetown-ma.gov
csalisbury@provincetown-ma.gov

August 18, 2020

Seaside Inn on Cape Cod Bay Condo
c/o Peters Property Management
PO Box 542
Provincetown, MA 02657

Re: 471 Shore Road (Truro) Unit #24cmn , Water Service Inspection for Year Round Condo Feasibility

Dear Mr. Arnstein:

The Town of Provincetown Water Department has performed an inspection of the current water service arrangement at the above-referenced property. The purpose of the inspection was to determine the feasibility of year-round use for the condominium unit(s) within the building(s) in accordance with the Town of Truro regulations. **The Water Department technician determined that the unit(s) in question may need additional measures to accommodate year-round occupancy (a copy of the report is attached for your record).**

1. The space where meters are located should be insulated/heated to prevent the water service and meter from freezing during winter months.

Should you have any further questions please do not hesitate to contact me.
Very truly yours,

Cody J. Salisbury
Water Superintendent



TOWN OF TRURO
HEALTH & CONSERVATION DEPARTMENT
24 Town Hall Road, Truro 02666
508-349-7004 x119

To: Jeff Arnstein, Trustee Seaside Inn on Cape Cod Bay

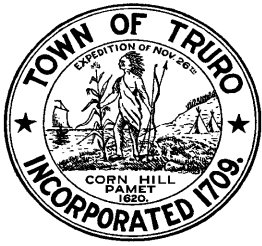
From: Emily Beebe, Health & Conservation Agent

Date: August 16, 2022

Re: Inspection results for year-round conversion: Seaside Inn on Cape Cod Bay (Map 8 parcel 25)

- ✓ Septic inspection reports from 2020 provided
 - Need water supply signoff from Provincetown Water department, per 8/18/2020 letter
 - Outstanding Order of Conditions, SE # 75-700 from 2007
- ✓ Each unit has its own heating and ventilation, includes mini-splits- must verify if it meets the heating season temp requirements from 105 CMR 410
- ✓ All plumbing is within the interior walls

- ✓ Step 2 application form not submitted yet; once submitted we will schedule the on-site, which should happen before the buildings are shutdown to evaluate the heat.



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Darrin Tangeman, Town Manager

REQUESTED MEETING DATE: May 10, 2023

ITEM: Discussion, Call for, and Possible Approval of Date for Special Town Meeting (Fall 2023)

EXPLANATION: The Select Board determined in early 2023 that a Special Town Meeting would likely be scheduled for the fall of 2023 to address items that were not yet ready for the 2023 Annual Town Meeting held on April 25, 2023. Specifically, the following articles are expected:

- Walsh Property Plans, presented by the Walsh Property Community Planning Committee
- Local Comprehensive Plan, presented by the Local Comprehensive Plan Committee
- Stormwater Bylaw
- Other articles as lawfully prepared and submitted

To provide notice to the committees, staff, and community-at-large so that that they can adequately prepare and time article preparations, the Board may wish to officially call for and set a date for Special Town Meeting in the fall of 2023 in accordance with Town Charter 2-1-3:

A Special Town Meeting shall be held at the call of the Select Board; or, upon petition on an approved form signed by 200 of the registered voters of the Town, the Select Board shall call a Special Town Meeting to be held within 45 days.

This may be especially useful for the Walsh Property Community Planning Committee and the Local Comprehensive Plan Committee as they target completion dates for various aspects of their respective articles over the coming months.

If the Board wishes to select a date for a Special Town Meeting, staff provides the following considerations that may impact availability of various groups of citizens or traffic patterns on the Outer Cape:

- The School reported no dates in September or October that the Truro Central School would not be available.
- Labor Day is Monday September 4, 2023.
- Truro Treasurers is September 15-17, 2023.
- Rosh Hashanah is September 15-17, 2023.
- Yom Kippur is September 24-25, 2023.
- Indigenous Peoples' Day/ Columbus Day is Monday, October 9, 2023.

- Wellfleet Oysterfest is October 14-15, 2023.
- Halloween is October 31, 2023.
- Various other religious holidays are included below:

September 5 - 6	Arba'een	Islam
September 6 - 7	Krishna Janmashtami	Hindu
September 15 - 17	Rosh Hashanah	Judaism
September 18	Tzom Gedaliah	Judaism
September 21 - 29	Mabon	Pagan and Wiccan
September 24 - 25	Yom Kippur	Judaism
September 26 - 27	Mawlid	Islam
September 29 - October 6	Sukkot	Judaism
October 6 - 8	Shemini Atzeret	Judaism
October 7 - 8	Simchat Torah	Judaism
October 15 - 24	Navarati	Hindu
October 16	Birthday of Báb	Baha'i
October 17	Birthday of Baha'u'llah	Baha'i
October 24	Dussehra	Hindu
October 31	Samhain	Pagan and Wiccan

To accommodate those who work in more seasonal industries, staff recommends holding the meeting after Indigenous Peoples' Day. Tuesday, October 10, 2023 or Tuesday, October 17, 2023 are recommended dates for holding the meeting.

In addition to deciding a date, the Board may wish to determine at this meeting the opening and closing dates of the warrant in accordance with Town Charter 2-3-4:

The warrant shall be opened for submission of articles 90 days before the date of the Annual Town Meeting and shall remain open for 30 days. The warrant for a Special Town Meeting shall be opened and closed as determined by the Select Board, except the period between opening and closing the warrant shall not be less than seven days.

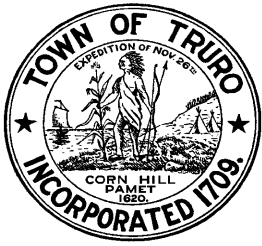
In accordance with Town Charter 2-3-5 the warrant must be posted 14 days in advance of the meeting. With that in mind and to provide adequate time for the appropriate boards and committees to vote on articles and the warrant to be prepared, it is recommended that the warrant close around August 10, 2023, and if the Board wanted to keep the warrant open for 21 days, that would put the opening at July 21, 2023. If the Board would like further time to consider the opening and closing dates, this decision can be made at a future meeting, but it would be helpful to provide rough dates to the the Local Comprehensive Plan Committee and the Walsh Property Community Plan Committee so that they can plan accordingly.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: The Board can set the meeting date and determine opening and closing dates at a future meeting if so desired. The sooner these dates are determined, the better the Local Comprehensive Plan Committee and Walsh Property Community Planning Committee will be of their deadlines for producing their respective plans.

SUGGESTED ACTION: *MOTION TO call for a Special Town Meeting on {insert date here: recommendations: October 10, 2023 or October 17, 2023} with the warrant opening on {insert date here: recommended July 21, 2023} and closing on {insert date here: recommended August 10, 2023}.*

ATTACHMENTS: None



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Nicole Tudor, Executive Assistant

REQUESTED MEETING DATE: May 10, 2023

ITEM: Approval of Entertainment License for *Monday Entertainment at Truro Farmer's Market*

EXPLANATION: In accordance with MGL Chapter 140 § 181 local authority shall license performance events. The Entertainment Application for review and approval is for Mondays starting June 5, 2023 through September 25, 2023 from 8 am to 12 pm with acoustic musicians. The Entertainment application was reviewed by the Chief of Police.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: Sustainable Cape will not be able to have entertainment at their Farmer's Market.

SUGGESTED ACTION: *MOTION TO approve an Entertainment License for Sustainable Cape for Mondays starting June 5, 2023 through September 25, 2023 from 8 am to 12 pm at Pamet Park in Truro and to authorize the Chair to electronically sign the application.*

ATTACHMENTS:

1. Entertainment Application



TOWN OF TRURO

Licensing Department

PO Box 2030, Truro, MA 02666

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

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

ADMINISTRATIVE OFFICE
TOWN OF TRURO 02666-1019

RCVD 2023/07/23 2:40:20

Application for an Entertainment License

- ☐ Annual
 ☒ Weekday
 ☐ Saturday
 ☐ Sunday
☐ Seasonal
 ☐ Seven-Day

*Please complete the Commonwealth's
Public Entertainment on Sunday
Application

The undersigned hereby applies for a license in accordance with the provisions of
Mass. General Laws, c.140 §183A amended, Ch. 140§181 & Ch.136§4

BUSINESS/ORGANIZATION INFORMATION

CEA ID
12818 460
(PP)

JACKIE OPITZ

Name of Applicant

SUSTAINABLE CAPE

Business/Organization Name

PO BOX 988 / 8 TRURO CENTER RD. TRURO, MA. 02666

Mailing Address of Business/Organization

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

☒ Yes

☐ No

If yes, proof of Non-profit status must accompany this application

JACKIE OPITZ

Contact Person

Phone Number

Email

INDIVIDUAL APPLICANT INFORMATION

Individual's Name

Mailing Address

Phone Number

Email Address

EVENT INFORMATION

MONDAY 6/5/23 - 9/25/23

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

FARMERS MARKET

Purpose of Event (example: fundraiser)

Hours of Event (from - to) 8AM - 12PM

VETERAN'S FIELD

20 TRURO CENTER RD. TRURO, MA. 02666

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

Event is: ☐ Indoor ☒ Outdoor Event
(Please check applicable box)

TOWN OF TRURO

Property Owner Name and Address

Phone number

Seating Capacity: _____

Occupancy Number: 60+ 

Approximate number of people attending _____

Name of Caterer (if applicable)

Truro Application for Entertainment License

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

Will an admission fee be collected? ☐ Yes ☒ No

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

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

Will there be Police Traffic Control? ☐ Yes ☒ No

ENTERTAINMENT INFORMATION

Type of Entertainment: Please check the appropriate boxes.

Dancing: ☐ By Patron ☐ By Entertainers ☒ No Dancing

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

Number of Musicians & Instruments (Type) 1 MUSICIAN / 1 INSTRUMENT

Amplified System: ☐ Yes ☒ No

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

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

Applicant's Signature

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

Signature

Date

- A valid entertainment license must be on the premises before the entertainment is commenced.
- No entertainment shall be offered, conducted, or otherwise provided by any establishment licensed under MGL Chapter 140 without first obtaining an entertainment license from the Board of Selectmen.
- Sunday entertainment must be specifically requested and addressed in the permitting process, under MGL 136.
- These regulations are intended to allow the Board of Selectmen to determine the appropriate parameters to limit impacts to the neighbors of the establishment and to the community by the establishment and the entertainment provided therein.
- A copy of the required Fire Safety Inspection Certificate of the facility must be provided, if applicable.
- The Local Licensing Authority may impose restrictions and/or conditions.

Office Use Only

APPROVAL

License No. _____

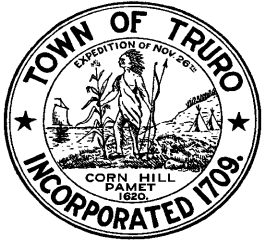
Select Board Chair _____

Meeting Date _____

Police Department _____

Date 4/7/2023

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



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Noelle Scoullar, Executive Assistant

REQUESTED MEETING DATE: May 10, 2023

ITEM: Review and Approval of 7-Day Entertainment License for Payomet Performing Arts Center

EXPLANATION: Payomet Performing Arts Center has submitted an Application for an Entertainment License. This license will encompass all dates of performance, including Sundays.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: Payomet will not have approval to have their performances.

SUGGESTED ACTION: *Motion to approve the 7-Day Entertainment License and Authorize the Chair to Electronically sign the Application for an Entertainment License and the Commonwealth of Massachusetts Public Entertainment Application.*

ATTACHMENTS:

1. Application for Entertainment License
2. Weekday/Saturday performance dates/times
3. Commonwealth of Massachusetts Public Entertainment Application
4. Sunday performance dates/times
5. Certificate of Exemption



TOWN OF TRURO

Licensing Department

PO Box 2030, Truro, MA 02666

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

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

RDUD 2023/APR29 and 10:30

ADMINISTRATIVE OFFICE
TOWN OF TRURO

Application for an Entertainment License

☐ Annual
 ☐ Weekday
 ☐ Saturday
 ☒ Sunday
 ☒ Seasonal
 ☒ Seven-Day

*Please complete the Commonwealth's
Public Entertainment on Sunday
Application

The undersigned hereby applies for a license in accordance with the provisions of
Mass. General Laws, c.140 §183A amended, Ch. 140§181 & Ch.136§4

BUSINESS/ORGANIZATION INFORMATION

Name of Applicant Payomet Performing Arts Center Business/Organization Name

PO Box 1202, Truro, MA, 02666

Mailing Address of Business/Organization

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

☒ Yes

☐ No

If yes, proof of Non-profit status must accompany this application

Mansa Picariello

Contact Person

Phone Number

mansa@payomet.org

Email

INDIVIDUAL APPLICANT INFORMATION

Individual's Name

Mailing Address

Phone Number

Email Address

EVENT INFORMATION

* Please see attached schedule *

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

Purpose of Event (example: fundraiser)

Hours of Event (from - to)

Highland Center, 29 Old Dewline Road

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

Event is: ☒ Indoor ☒ Outdoor Event

(Please check applicable box)

Cape Cod National Seashore

Property Owner Name and Address

508-957-0731

Phone number

Seating Capacity:

Occupancy Number: 700

Name of Caterer (if applicable)

Approximate number of people attending varies

Truro Application for Entertainment License

If the event is catered please return Caterer Food Service Form to Health Agent at Fax # 08.349.5508

Will an admission fee be collected? ☒ Yes ☐ No

Will there be a One Day Alcohol License ☒ Yes ☐ No If yes, you must also apply for a One Day Alcohol License

Will there be Police Traffic Control? ☒ Yes ☐ No

ENTERTAINMENT INFORMATION

Type of Entertainment: Please check the appropriate boxes.

Dancing: ☒ By Patron ☒ By Entertainers ☐ No Dancing

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

Number of Musicians & Instruments (Type) varies

Amplified System: ☒ Yes ☐ No

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

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

Applicant's Signature

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

W. D. McCall
Signature

April 27, 2023
Date

- A valid entertainment license must be on the premises before the entertainment is commenced.
- No entertainment shall be offered, conducted, or otherwise provided by any establishment licensed under MGL Chapter 140 without first obtaining an entertainment license from the Board of Selectmen.
- Sunday entertainment must be specifically requested and addressed in the permitting process, under MGL 136.
- These regulations are intended to allow the Board of Selectmen to determine the appropriate parameters to limit impacts to the neighbors of the establishment and to the community by the establishment and the entertainment provided therein.
- A copy of the required Fire Safety Inspection Certificate of the facility must be provided, if applicable.
- The Local Licensing Authority may impose restrictions and/or conditions.

Office Use Only

APPROVAL

License No. _____

Board of Selectmen _____ Meeting Date _____

Police Department [Signature] Date 4/28/2023

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

Payomet Highland Center 2023

4/27/23

Date	Time	Artist
Saturday, June 3	7:00 PM	Fiesta Latina (Mireya Ramos, Jorge Glen, OKAN)
Saturday, June 24	7:00 PM	Afro Dead
Saturday, July 1	7:00 PM	The Linda Ronstadt Experience
Monday, July 3	7:00 PM	Buckwheat Zydeco Jr.
Monday, July 10	7:00 PM	Galactic
Wednesday, July 12	7:00 PM	Victor Wainwright
Thursday, July 13	7:00 PM	On A Summer's Night
Monday, July 17	7:00 PM	Dhakabrakha
Thursday, July 20	7:00 PM	Martin Sexton
Monday, July 24	7:00 PM	Leyla McCalla
Saturday, July 29	7:00 PM	Aoife O'Donovan
Tuesday, August 1	7:00 PM	Beres
Wednesday, August 2	7:00 PM	Delfayo Merselis
Monday, August 7	7:00 PM	Catherine Russell
Wednesday, August 16	7:00 PM	Susan Werner & Vance Gilbert
Friday, August 18	7:00 PM	Calexico
Saturday, August 19	7:00 PM	Lucius
Wednesday, August 23	7:00 PM	Aysanabee
Saturday, August 26	7:00 PM	Start Making Sense
Monday, August 28	7:00 PM	Dumpstaphunk
Tuesday, August 29	7:00 PM	Robert Cray
Thursday, August 31	7:00 PM	Danielle Ponder
Friday, September 1	7:00 PM	Cape Cod Women's Music Fest
Saturday, September 9	7:00 PM	"Dress to the Nines"
Saturday, September 23	7:00 PM	Walter Trout
Saturday, September 30	7:00 PM	Margo Price

State Fee, \$ \$40.00

Municipal Fee, \$ \$350-7 Day Seasonal

THE COMMONWEALTH OF MASSACHUSETTS

TOWN OF TRURO



LICENSE

For

PUBLIC ENTERTAINMENT ON SUNDAY

The Name of the Establishment is Payomet Performing Arts Center in or on the property at No.

29 Old Dewline Road, Truro, MA, 02666 (address)

The Licensee or Authorized representative, Kevin Rice, Executive Director in

accordance with chapter 136 of the General Laws, as amended, hereby request a license for the following program or entertainment:

DATE	TIME	Proposed dancing or game, sport, fair, exposition, play, entertainment or public diversion
		please see attached listing of all events

Hon. _____ Mayor/ Chairman of Board of Selectman, Town of Truro (City or Town)

Fees per occurrence (Individual Sunday(s)): Regular Hours (Sunday 1:00pm – Midnight): \$2.00 Special Hours (Sunday 12:00 am- Midnight): \$5.00. Annual Fee (For Operating on every Sunday in calendar year): Regular Hours (Sunday 1:00pm – Midnight): \$50.00 Special Hours (Sunday 12:00 am- Midnight): \$100.00

This license is granted and accepted, and the entertainment approved, upon the understanding that such entertainment that the licensee shall comply with the laws of the Commonwealth applicable to licensed entertainments, and also to the following terms and conditions: The licensee shall at all times allow any person designated in writing by the Mayor, Board of Selectmen, or Commissioner of Public Safety, to enter and inspect his place of amusement and view the exhibitions and performances therein; shall permit regular police officers, detailed by the Commissioner of Public Safety or Chief of the local Police Department to enter and be about this place of amusement during performances therein; may employ to preserve order in his place of amusement only regular or special police officers designated therefore by the Chief of Police, and shall pay to said Chief of Police for the services of the regular police officers such amount as shall be fixed by him; shall permit at all times to enter and be about his place of amusement such members of the Fire Department as shall be detailed by the Chief of the Fire Department to guard against fire; shall keep in good condition, go as to be easily accessible, such standpipes, hose, axes, chemical extinguishers and other apparatus as the fire department may require; shall allow such members of the fire department in case of any fire in such place, to exercise exclusive control and direction of his employees and of the means and apparatus provided for extinguishing fire therein; shall permit no obstruction of any nature in any aisle, passageway or stairway of the licensed premises, nor allow any person therein to remain in any aisle passageway or stairway during an entertainment; and shall conform to any other rules and regulations at any time made by the Mayor or Board of Selectmen. This license shall be kept on the premise where the entertainment is to be held, and shall be surrendered to any regular police officer or authorized representative of the Department of Public Safety. This license is issued under the provisions of Chapter 136 of the General Laws, as amended, and is subject to revocation at any time by the Mayor, Board of Selectmen, or Commissioner of Public Safety.

Do not write in this box

This application and program must be signed by the licensee or authorized representative of entertainment to be held. No Change to be made in the program without permission of the authorities granting and approving the license.

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE ON THE PREMISES

Payomet at Highland Center 2023

4/27/23

Date	Time	Artist
Sunday, June 4	4:00 PM	Fiesta Latina (Padrito Martinez)
Sunday, June 18	4:00 PM	Rickie Lee Jones
Sunday, June 25	4:00 PM	Tom Rush (Matinee)
Sunday, July 30	7:00 PM	The Wallflowers
Sunday, August 20	7:00 PM	Cha Wa
Sunday, August 27	7:00 PM	Cecile McLorin Salvant
Sunday, September 3	8:00 PM	The Wailers
Sunday, October 1	4:00 PM	Billy Prine



Commonwealth of Massachusetts
Department of Revenue
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L0537916736
Notice Date: February 1, 2021
MA Taxpayer ID



CERTIFICATE OF EXEMPTION



PAYOMET INC
PO BOX 1202
TRURO MA 02666-1202

Attached below is your Certificate of Exemption (Form ST-2). Cut along the dotted line and display at your place of business. You must report any change of name or address to us so that a revised ST-2 can be issued.

DETACH HERE



MASSACHUSETTS DEPARTMENT OF REVENUE

Form ST-2

Certificate of Exemption

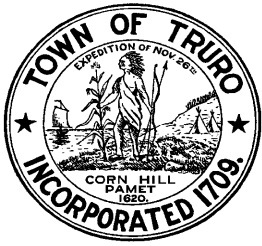
PAYOMET INC
29 OLD DEWLINE RD
TRURO MA 02666

MA Taxpayer ID:
Certificate Number

This certifies that the organization named above is an exempt purchaser under Chapter 64H, section 6(d) or (e) of the Massachusetts General Laws. All purchases of tangible personal property by this organization are exempt from taxation to the extent that such property is used in the conduct of the business of the purchaser. Misuse of this certificate by any tax-exempt organization or unauthorized use of this certificate by any individual will lead to revocation. Willful misuse of this certificate is subject to criminal sanctions of up to one year in prison and \$10,000 (\$50,000 for corporations) in fines. This certificate is non-transferable and may be suspended or revoked for failure to comply with state laws and regulations.

Effective Date: May 20, 2015

Expiration Date: May 19, 2025



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Finance

REQUESTOR: Alex Marini Lessin, Finance Director: Treasurer/Assistant Collector

REQUESTED MEETING DATE: May 10, 2023

ITEM: Consent Agenda – Determination Letter

EXPLANATION: Town staff and representatives from the Energy Committee have worked with the Town of Brewster for almost a year and a half to implement a Net Metering Agreement through an Intermunicipal Agreement (IMA). In order to ensure the best results, Town Counsel will need to review before execution on the IMA. However, both Brewster and Truro are represented by KP Law. The attached Determination Letter and Signature page discloses that KP Law represents both Towns and that representation would not create a conflict of interest. Approval of this item will allow KP Law to represent the Town in the negotiation of the IMA. The Select Board will still need to review and approve the Intermunicipal Agreement once it is finalized.

FINANCIAL SOURCE (IF APPLICABLE): N/A, Net Metering Agreement will create new revenue source

IMPACT IF NOT APPROVED: If not approved, KP Law will not be able to represent the Town and the Agreement will be delayed until representation is identified.

SUGGESTED ACTION: *Motion to Approve Determination Letter and Authorize the Select Board to Sign Electronically.*

ATTACHMENTS:

1. Determination Letter
2. Determination Signature Page



101 Arch Street, Boston, MA 02110
Tel: 617.556.0007 | Fax: 617.654.1735
www.k-plaw.com

May 5, 2023

Gregg J. Corbo
gcorbo@k-plaw.com

Hon. Kristen Reed and
Members of the Select Board
Truro Town Hall
24 Town Hall Road
Truro, MA 02666

Re: Determination and Consent Pursuant to Massachusetts Rules of Professional Conduct, Rule 1.7 - Representation of the Towns of Truro and Brewster
Negotiation and Review of Intermunicipal Agreement for Net Metering Credits

Dear Members of the Select Board:

You have requested that our office provide advice and assistance regarding the drafting of a new Intermunicipal Agreement between the Towns of Truro and Brewster for the purchase of net metering credits (the “Agreement”). As you know, KP Law, P.C. serves as Town Counsel to the Town of Brewster and we have been asked to work on the Agreement for Brewster as well.

Our relationship with the Towns of Truro and Brewster creates interests that require disclosure pursuant to the Rules of Professional Conduct of the Massachusetts Bar, which mandate that we obtain the express permission of the Appointing Authority of each client before we can represent the other. The purpose of this letter is to make such disclosure and to request that you determine whether you will permit such representation. In addition, while the State Ethics Commission has determined that KP Law, P.C. and its individual attorneys are not “municipal employees” pursuant to the Conflict of Interest Law, we provide this letter to dispel any appearance of a conflict on the firm’s behalf in this matter.

MULTIPLE REPRESENTATION DISCLOSURE

The representation of multiple clients is regulated under the Massachusetts Rules of Professional Conduct. The relevant provision, Rule 1.7, states that an attorney may not represent multiple clients if the interests of one client are directly adverse to those of another client, or if his representation of one client may be materially limited by his responsibilities to another client or his own interests. If, however, the attorney reasonably believes that the representation of either client will not be adversely affected and each of the clients consents after consultation, the attorney may represent the client in such a situation.



Hon. Cynthia Bingham and
Members of the Select Board
May 5, 2023
Page 2

DETERMINATION

It is our belief that our position as Town Counsel to the Town of Brewster and our work on the Agreement for both Truro and Brewster for the purposes and under the conditions described in this letter, do not create a concurrent conflict of interest and will not affect the exercise of our independent professional judgment on behalf of Truro with regard to the drafting of the Agreement or otherwise. The parties appear to have an agreement as to the business terms of the Agreement and require assistance with the preparation of a legal document. The parties further agreed that the costs for such representation will be split equally between both municipalities. Where the parties are in agreement as to the business terms of the Agreement, the only risk I would note would be in the event that negotiations over the Agreement or any matter related to the Agreement breaks down between the parties, to the point where one party seeks legal redress from the other(s). Under these circumstances, KP Law would cease representing both parties with respect to the Agreement. It is, however, for you to determine whether the representation described herein will not impair the integrity of this firm's services to Brewster.

Accordingly, I request that you consent to our representation of both Truro and Brewster with respect to the drafting of the Agreement. Should you so consent, I ask that you sign the enclosed determination as required by the Rules of Professional Conduct. Please sign the two originals provided, return one copy to this office, and retain one copy for your records.

Thank you for your consideration. Please do not hesitate to contact me if you have any questions.

Very truly yours,

A handwritten signature in blue ink, appearing to read "h j c", written over a horizontal line.

Gregg J. Corbo

DETERMINATION

It is determined, pursuant to Rule 1.7 of the Massachusetts Rules of Professional Conduct, that the Select Board of the Town of Truro consents to KP Law, P.C. representing both Truro and Brewster with regard to the drafting of a new Intermunicipal Agreement for the purchase of net metering credits, as disclosed in a letter to the Town dated July 22, 2022, notwithstanding that KP Law, P.C. also serves as Town Counsel for the Town of Brewster.

TOWN OF TRURO
By its Select Board

Dated: _____

Kristen Reed, Chair

Robert Weinstein

Stephanie Rein

Susan Areson

John Dundas



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Noelle Scoullar, Executive Assistant

REQUESTED MEETING DATE: May 10, 2023

ITEM: Reappointment of Elizabeth Sturdy and Noelle Scoullar as Board of Registrars

EXPLANATION: Both Elizabeth's and Noelle's appointments as members on the Board of Registrars expired March 31, 2023. Both have submitted applications to be reappointed to the Board.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: The Board of Registrars will not have the required number of members.

SUGGESTED ACTION: *Motion to Appoint Elizabeth Sturdy to a three-year term on the Board of Registrars which will expire May 10, 2026.*

Motion to Appoint Noelle Scoullar to a three-year term on the Board of Registrars which will expire May 10, 2026.

ATTACHMENTS:

1. Application to Serve-Elizabeth Sturdy
2. Application to Serve-Noelle Scoullar

Application to Serve on a Board or Committee

Last Name

Sturdy

First Name

Elizabeth

Middle Initial

A

Email Address

[REDACTED]

Phone Number

[REDACTED]

Address (Street)

580 Shore Road

Address (City)

North Truro

Address (State)

MA

Address (Zip Code)

02652

Mailing Address (Please indicate box number and zip code)

P.O. Box 431, 02652

Only full-time, registered Truro voters are able to serve on regulatory boards and commissions. All taxpayers/ residents are eligible to serve on non-regulatory boards and commissions.

Are you a full-time resident of Truro?

☒ Yes

☐ No

Are you registered to vote in Truro?

☒ Yes

☐ No

What Board/ Committee Are You Applying For?

Board of Registrars

Briefly Describe Why You Wish to Serve on This Board or Committee:

Civic duty

Have you attended a meeting of the committee listed above?

☒ Yes

☐ No

Have you read the charge of the committee?

☒ Yes

☐ No

Have you met with the chair of the committee?

☒ Yes

☐ No

Have you read the Select Board's current Goals and Objectives?

☒ Yes

☐ No

Do you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve?

☐ Yes

☒ No

If you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve, please elaborate.

Are there other Boards/ Committees in which you are interested? Note: To be appointed to a regulatory board or committee, you must be a full-time resident and registered voter in Truro. Please list the Boards/ Committees names:

Briefly list your experience working on a committee or team. This can be professional, town, volunteer, charity, etc.

Truro Board of Registrars - 3 years

Briefly list any other relevant experience such as professional work, training, education, etc. A resume is NOT required. If you choose to attach a resume, it will become a public document.

Signature

Elizabeth A Sturdy

Date

Apr 18, 2023

Application to Serve on a Board or Committee

Last Name

Scoullar

First Name

Noelle

Middle Initial

L

Email Address

nscoullar@truro-ma.gov

Phone Number

508-349-7004 x124

Address (Street)

224 Route 6

Address (City)

Truro

Address (State)

MA

Address (Zip Code)

02666

Mailing Address (Please indicate box number and zip code)

PO Box 99

Only full-time, registered Truro voters are able to serve on regulatory boards and commissions. All taxpayers/ residents are eligible to serve on non-regulatory boards and commissions.

RCUD 2023/APR19 4:48:29
ADMINISTRATIVE OFFICE
TOWN OF TRURO

Are you a full-time resident of Truro?

☒ Yes

☐ No

Are you registered to vote in Truro?

☒ Yes

☐ No

What Board/ Committee Are You Applying For?

Board of Registrars

Briefly Describe Why You Wish to Serve on This Board or Committee:

My term has expired and I wish to serve another 3 year tem.

Have you attended a meeting of the committee listed above?

☒ Yes

☐ No

Have you read the charge of the committee?

☐ Yes

☒ No

Have you met with the chair of the committee?

☒ Yes

☐ No

Have you read the Select Board's current Goals and Objectives?

☒ Yes

☐ No

Do you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve?

☐ Yes

☒ No

If you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve, please elaborate.

Are there other Boards/ Committees in which you are interested? Note: To be appointed to a regulatory board or committee, you must be a full-time resident and registered voter in Truro. Please list the Boards/ Committees names:

Briefly list your experience working on a committee or team. This can be professional, town, volunteer, charity, etc.

I have served on the Board of Registrars since 2015 and have worked in Town Hall for 12 years.

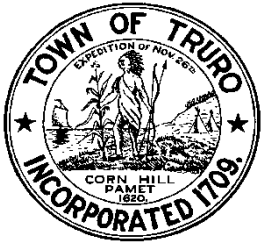
Briefly list any other relevant experience such as professional work, training, education, etc. A resume is NOT required. If you choose to attach a resume, it will become a public document.

Signature

Noelle L. Scoullar

Date

Apr 19, 2023



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Licensing Department

REQUESTOR: Noelle Scoullar, Executive Assistant

REQUESTED MEETING DATE: May 10, 2023

ITEM: Approval of Renewal of 2023 Seasonal Business Licenses:

- **Terra Luna Restaurant**-Common Victualer
- **Blackfish Restaurant**-Common Victualer
- **Lewis Brothers' Ice Cream Mobile Truck**-Hawker Peddler

EXPLANATION: These licenses are under the authority of the Select Board as the Local Licensing Authority. If you approve these licenses for renewal, these licenses will be issued only upon compliance with all regulations, receipt of the necessary fees, and proof of taxes paid in full for the fiscal year. There were no reported issues with these establishments in 2023.

Mass General Law	Licenses & Permits Issued by Select Board	Names of Businesses
Chapter 140 § 2	Common Victualer (Cooking, Preparing, and Serving food)	Terra Luna Restaurant Blackfish Restaurant
Chapter 101 § 13	Hawker Peddler Mobile Food Truck	Lewis Brother's Ice Cream (Mobile Truck) Route: Cold Storage, Great Hollow, Corn Hill, Ballston, Longnook, Coast Guard, Head of the Meadow, Puma Park, Adventure Bound Campgrounds, Truro Center for the Arts at Castle Hill and Truro Vineyards

IMPACT IF NOT APPROVED: The applicant will not be issued their License to operate.

SUGGESTED ACTION: *MOTION TO approve the 2023 Seasonal Licenses for Terra Luna Restaurant and Blackfish Restaurant – Common Victualer Licenses and Lewis Brothers' Ice Cream Truck-Hawker Peddler's License upon compliance with all regulations and receipt of the necessary fees.*

ATTACHMENTS:

1. Renewal Application for 2023: Terra Luna Restaurant
2. Renewal Application for 2023: Blackfish Restaurant
3. Renewal Application for 2023: Lewis Brothers' Ice Cream



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 or nrichey@truro-ma.gov

APPLICATION FOR FOOD SERVICE – COMMON VICTUALER

Name of Business: TERRA LUNA

☐ New ☒ Renewal/No Changes (Skip to Section 3)

RECD 2023 JAN 25 PM 1:04
ADMINISTRATIVE OFFICE
TOWN OF TRURO

Section 1 – License Type

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

Type of Food Service Establishment:

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

Section 2 – Business/Owner/Manger Information

Federal Employers Identification Number (FEIN/SS) _____

Business Name: TERRA LUNA

Owner Name: Tony Pasquale Email Address _____

Mailing Address: PO BOX 666 N. TRURO 02652

Phone No: _____

Section 3 – Business Operation Details

Number of Seats: Inside: _____ Outside: _____ Number of Employees: 11

Length of Permit: ☐ Annual ☒ Seasonal Operation

Hours of Operation: 5 pm To 10 pm

Days Closed Excluding Holidays: _____

If Seasonal: Approximate Dates of Operation: 5 / 15 / 23 To 10 / 15 / 23

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

Name: TONY PASQUALE Email Address: _____

Mailing Address: PO BOX 83 S. Wellfleet 02663

Phone No: _____ 24 Hour Emergency: _____

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

Allergen Awareness Certification (attach copy):

Has your menu changed from last year? ☐ Yes ☐ No

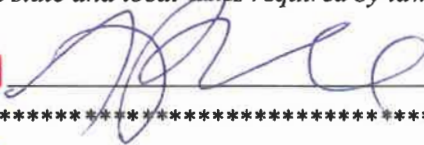
If yes please attach copy of menu or provide description of food to be prepared and sold:

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:



Date:

1/26/23

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: S Foster inc dba TERRA LUNA

Address: 104 Shore Rd

City/State/Zip: N. TRURO 02652 Phone #: _____

Are you an employer? Check the appropriate box:

1. ☒ I am an employer with 11 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: KERRY INSURANCE AGENCY, inc.

Insurer's Address: PO BOX 1945

City/State/Zip: N. Eastham MA 02661

Policy # or Self-ins. Lic. # _____ Expiration Date: _____

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: [Signature] Date: 1/26/23

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 #: _____



TERRA-2

OP ID: MD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/06/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kerry Insurance Agency Inc. P. O. Box 1945 N. Eastham, MA 02651 W. Scott Kerry	508-255-8000	CONTACT NAME: W. Scott Kerry PHONE (A/C, No, Ext): 508-255-8000 FAX (A/C, No): 508-240-1860 E-MAIL ADDRESS: kerry@c4.net
INSURED Terra Luna Stostaf Inc dba P O Box 666 N Truro, MA 02652		INSURER(S) AFFORDING COVERAGE INSURER A: Associated Employers Insurance INSURER B: Mount Vernon Ins. Co INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD W/O	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>					PRODUCTS - COMP/OP AGG \$
	OTHER:					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/>					BODILY INJURY (Per person) \$
	HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>					BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/>					EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>					AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			03/19/2023	03/19/2024	X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input checked="" type="checkbox"/>	N/A			E.L. EACH ACCIDENT \$ 100,00
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 100,00
						E.L. DISEASE - POLICY LIMIT \$ 500,00
B	Liquor			03/30/2023	03/30/2024	Occurrence \$ 1,000,00
						Aggregate \$ 2,000,00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Restaurant with Liquor Liability

CERTIFICATE HOLDER

TOWN-13

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Town Of Truro
P.O. Box 2030
Truro, MA 02666

AUTHORIZED REPRESENTATIVE
W. Scott Kerry



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.
	Terra Luna					23-013
Located at	Identify property address including street number, name, city or town and county					Certificate Expiration
	104 Shore Rd Map 35 Parcel 68					4/5/2024
Use Group Classification	Basement	First Floor	Second Floor	Third Floor	Fourth Floor	Other
		A2-R				
Allowable Occupant Load		65				

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	4/5/2023
Signature of Municipal Fire Chief		Signature of Municipal Building Inspector		Date of Issuance	4/5/2023

ServSafe
National Restaurant Association

HEALTH DEPARTMENT
TOWN OF TRURO

DEC 04 2020

RECEIVED BY:

ServSafe® CERTIFICATION

DANIEL BUDDINGTON

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).

CERTIFICATE NUMBER

10/15/2018

DATE OF EXPIRATION
Local laws apply. Check with your local health department for recertification requirements.



#0855

5400

EXAM FORM NUMBER

10/15/2023

DATE OF EXPIRATION
Local laws apply. Check with your local health department for recertification requirements.

Sherm

Association Solutions

In accordance with...



The ServSafe logo are trademarks of the NRAEF, National Restaurant Association® and the arc design

Contact us with questions at 233 S. Wacker Drive, Suite 3600, Chicago, IL 60604-6383 or ServSafe@restaurant.org.

ServSafe
NATIONAL RESTAURANT ASSOCIATION

ServSafe[®] CERTIFICATION

GINGER LUND

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).

HEALTH DEPARTMENT
TOWN OF TURO

DEC 04 2020

RECEIVED BY:



#0855

CERTIFICATION NUMBER

10/15/2018

DATE OF EXPIRATION
Local laws apply. Check with your local health department for recertification requirements.

[Signature]

Sherrill
F...

Association Solutions

5400

EXAM FORM NUMBER

10/15/2023

DATE OF EXPIRATION
Check with your local health department for recertification requirements.



In accordance with...

The ServSafe logo are trademarks of the NRAEF, National Restaurant Association® and the arc design

Contact us with questions at 233 S. Wacker Drive, Suite 2400, Chicago, IL 60606-6383 or ServSafe@restaurant.org.

HEALTH DEPARTMENT
TOWN OF TROY

RECEIVED BY

CERTIFICATE OF ALLERGEN AWARENESS TRAINING

Name of Recipient: GINGER LUND

Certificate Number: 3804317

Date of Completion: 3/8/2019

Date of Expiration: 3/8/2024



*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:



Massachusetts Restaurant Association
339 Thimble Road, Suite 102
Southborough, MA 01772
508-303-9905
www.massrestaurantassoc.org

NATIONAL
RESTAURANT
ASSOCIATION
800.765.2122
www.restaurant.org

RECEIVED 20

CERTIFICATE OF ALLERGEN AWARENESS TRAINING

Name of Recipient: DANIEL BUDDINGTON

Certificate Number: 3804427

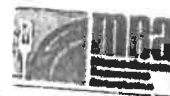
Date of Completion: 3/8/2019

Date of Expiration: 3/8/2024



*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.



Massachusetts Restaurant Association
333 Turnpike Road, Suite 102
Southborough, MA 01772
508-303-9905
www.massrestaurantassoc.org

Issued By:

NATIONAL
RESTAURANT
ASSOCIATION
800.765.2123
www.restaurant.org



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 1/26/2023

Request is coming from the Selectmen's Office ✓

Owner's Name Anthony Pasquale / Eric SHAPIRO

Business Name Terra Luna

Business Address 104 Shore

Map and Parcel 35-68

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

January 26, 2023
Date



FS# 2023-091

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 or nrichey@truro-ma.gov

HEALTH DEPARTMENT
TOWN OF TRURO

MAY 02 2023

RECEIVED BY:

8
125.00

APPLICATION FOR FOOD SERVICE – COMMON VICTUALER

Name of Business: Blackfil
☐ 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) [REDACTED]

Business Name: Blackfil Panet Restaurant GenOwner Name: Liz Janin Email Address: [REDACTED]Mailing Address: P.O. Box 1207Phone No: 508-248-9944 349-3300

Section 3 – Business Operation Details

Number of Seats: Inside: 90 Outside: _____ Number of Employees: 20Length of Permit: ☐ Annual ☒ Seasonal OperationHours of Operation: 5 To 1

Days Closed Excluding Holidays: _____

If Seasonal: Approximate Dates of Operation: 5/15/23 To 12/15/23

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

Name: _____ Email Address: _____

Mailing Address: _____

Phone No: _____ 24 Hour Emergency: _____



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: BlackStar

Address: 17 Turn Center Rd

City/State/Zip: Troy, Ma 02666 Phone #: 508-342-3399

Are you an employer? Check the appropriate box:

1. ☒ I am an employer with 22 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: See attached

Insurer's Address: _____

City/State/Zip: _____

Policy # or Self-ins. Lic. # _____ Expiration Date: _____

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: [Signature] Date: 5/2/22

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 #: _____



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

FIRE PROTECTION SYSTEMS
ANNUAL TEST REPORT

BUSINESS NAME: Blacker

OWNER/MANAGER: Eric Jorg

ADDRESS: 17 Truro Ctr Rd

PHONE #: 508-349-3399 NUMBER OF UNITS: 1

CONTACT PERSON: Eric Jorg

ADDRESS: _____

TESTING COMPANY: _____

TESTING ELECTRICIAN/TECHNICIAN: _____

COMPANY PHONE #: _____ HOME PHONE #: _____

LICENSE #: _____

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: _____ BY: _____

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.



CERTIFICATE OF LIABILITY INSURANCE

HEALTH DEPARTMENT
TOWN OF TRURO

DATE (MM/DD/YYYY)
05/01/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Benson Young & Downs Ins 56 Howland Street PO Box 559 Provincetown MA 02657-0559	CONTACT NAME: Carl Goveia PHONE (A/C, Ho, Ext): (508) 487-0600 E-MAIL ADDRESS: [REDACTED] FAX (A/C, No): (508) 487-4135
		INSURER(S) AFFORDING COVERAGE INSURER A: Capitol Specialty Insurance NAIC# 10328 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED	Pamet Restaurant Group Inc & Pamet Equity Group LLC Blackfish Restaurant PO Box 1207 Truro MA 02666-	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD W/D	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability		[REDACTED]	06/19/2022	06/19/2023	Each Common Cause \$1,000,000 General Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Restaurant located at 17 Truro Center Rd, Truro, MA 02666

CERTIFICATE HOLDER

CANCELLATION

AI 045639

Town of Truro Licensing Department PO Box 2030 Truro MA 02666-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Carl R. Goveia</i>
---	--

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/01/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland NJ 07068		CONTACT NAME: Automatic Data Processing Insurance Agency, Inc. PHONE (A/C, No, Ext): 1-800-524-7024 FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : Hartford Insurance Company of the Midwest INSURER B : INSURER C : INSURER D : INSURER E : INSURER F : NAIC # 37478
INSURED Pamet Restaurant Group Inc PO Box 1207 Truro MA 02666		HEALTH DEPARTMENT TOWN OF TRURO MAY 01 2023 RECEIVED BY:

COVERAGES

CERTIFICATE NUMBER: 2991076

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	N	06/27/2022	06/27/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Pamet Restaurant Group Inc 17 Truro Center Rd Truro MA 02666	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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ServSafe
National Restaurant Association

ServSafe CERTIFICATION

KEVIN MANDEVILLE

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).

HEALTH DEPARTMENT
TOWN OF TRURO
MAY 02 2023
RECEIVED BY:

CERTIFICATION NUMBER

10749

EXAM FORM NUMBER

3/18/2021

3/18/2026

DATE OF EXPIRATION

DATE OF EXPIRATION

Local laws apply. Check with your local health department for recertification requirements.

for recertification requirements.



#0655

Sherrill

Association Solutions



In accordance with...

and the ServSafe logo are trademarks of the NRAEF, National Restaurant Association® and the arc design

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: KEVIN MANDEVILLE

Certificate Number: 4502250

Date of Completion: 5/12/2020

Date of Expiration: 5/12/2025

HEALTH DEPARTMENT
TOWN OF TRURO
MAY 02 2023
RECEIVED BY:



*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.



Massachusetts Restaurant Association
333 Turnpike Road, Suite 102
Southborough, MA 01772
508-303-9905
www.massrestaurantassoc.org

Issued By:

NATIONAL
RESTAURANT
ASSOCIATION
800.765.2122
www.restaurant.org

CERTIFICATE OF ALLERGEN AWARENESS TRAINING

Name of Recipient: BRIAN ERSKINE

Certificate Number: 5612568

Date of Completion: 5/5/2022

Date of Expiration: 5/5/2027

BUILDING DEPARTMENT
HEALTH DEPARTMENT
TOWN OF TRURO

MAY 05 2022
MAY 05 2022
RECEIVED BY:

RECEIVED BY:
MAY 02 2023

HEALTH DEPARTMENT
TOWN OF TRURO



*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:



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333 Turnpike Road, Suite 102
Southborough, MA 01772
508-303-9905
www.marestaurantassoc.org

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ASSOCIATION®
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www.restaurant.org

March 14, 2023, Regular 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, DPW Director Jarrod Cabral, Barbara Carboni-Town Planner and Land Use Counsel, Nancy Medoff-Charter Review Committee Chair, Mary Rose-Community Preservation Committee Co-Chair, Jim Summers-Community Preservation Committee Co-Chair, Jonathan Witten-Special Counsel, Chris Lucy-Registered Voter, Jack Riemer-Registered Voter, Cynthia Conroy-Registered Voter, Tom Watson-Registered Voter, Rosemary Otocka-Registered Voter, Ernest Sanders-Registered Voter, Elaine Beilin-Resident, Barbara Bond-Applicant, Kevin Grunwald-Applicant

Chair Reed called the meeting to order at 5:00 pm. Chair Reed introduced the Members and Town staff present.

PUBLIC COMMENT

Chair Reed recognized Chris Lucy, a Truro registered voter, who asked questions of Members. Will public comments be allowed during the upcoming scheduled meeting regarding Mill Pond Road? What process or procedure will be in place? Who will choose what plan will be implemented regarding the DPW Facility? When will the decision be made regarding the DPW Facility? Mr. Lucy asked that Members respond to his questions during this meeting.

Chair Reed recognized Jack Riemer, a Truro registered voter, who commented that he participated in last week's Board of Health meeting and discussion regarding a proposed amendment to the Dog Leash Bylaw, a new Stormwater Management Bylaw, and a Fertilizer Bylaw. Mr. Riemer noted that he was unaware of any spring Town Meeting article to consider a Stormwater Management Bylaw, or Fertilizer Bylaw, so he encouraged Members to collaborate with the Board of Health for these topics to be included in the fall Town meeting.

Chair Reed recognized Cynthia Conroy, a Truro registered voter, who commented on the need for public comment on Mill Pond Road as their voices were not heard during the recent March 8, 2023, meeting.

Chair Reed recognized Vice Chair Weinstein, a Truro registered voter, who commented on the responsibilities of dog owners to properly pick up and dispose of their dog's waste in order not to harm the environment.

Chair Reed recognized DPW Director Cabral who provided an update on Pamet Harbor.

Chair Reed recognized Ms. Conroy again who requested to provide comment after DPW Director Cabral's presentation later in this meeting. This was met with no objection by Members.

PUBLIC HEARINGS

None

INTRODUCTION TO NEW EMPLOYEES

None

BOARD/COMMITTEE/COMMISSION APPOINTMENTS

A. Interview and Possible Appointment-Barbara Bond and Kevin Grunwald, Council on Aging Board

Before the interviews commenced, Chair Reed announced that a third candidate was unavailable to interview this evening but that she had provided the candidate's availability to Town staff.

Chair Reed and Members interviewed Ms. Bond using the Select Board's standardized questions. After Ms. Bond's interview, Members interviewed Mr. Grunwald in the same manner.

Members made comments following the interviews with both candidates.

Chair Reed made a motion to appoint Mr. Grunwald to a full-term membership expiring June 30, 2024.

Member Areson 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 made a motion to appoint Ms. Bond to a full-term membership expiring June 30, 2026.

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.

STAFF/COMMITTEE UPDATES

A. Charter Review Committee (CRC) Report: Nancy Medoff, Chair of Charter Review Committee

Chair Reed announced that the CRC Report would be presented during the discussion and possible vote to prepare Articles recommended by the CRC.

B. Depot Road Safety and Traffic Discussion: Jarrod Cabral, Public Works Director

DPW Director Cabral presented options for traffic calming on Depot Road near Holsbery Road and a follow-on discussion ensued with Members. DPW Director Cabral noted that he discussed options with Police Chief Jamie Calise who has increased enforcement in the area and agreed with the installation of speed limit signs along Depot Road.

Chair Reed recognized Truro registered voters, Ms. Conroy, Mr. Watson, Ms. Otocka, Mr. Sanders, and Ms. Beilin who unanimously expressed concern of motorists who drive at excessively high speeds on Depot Road and were supportive of the recommended traffic calming options.

Chair Reed thanked everyone for their comments and noted that coordination will occur with the appropriate Town department heads to implement a solution.

TABLED ITEMS

None

SELECT BOARD ACTION

A. Discussion and Possible Vote to Prepare Articles Recommended by the Charter Review Committee
Presenters: Nancy Medoff, Charter Review Committee (CRC) Chair and Darrin Tangeman, Town Manager

CRC Chair Medoff provided the CRC Report as well as background and recommended changes to Articles. A discussion ensued among Members and CRC Chair Medoff regarding the CRC's "priorities" and the Select Board's "goals and objectives" as well as several other topics.

Chair Reed made a motion to direct staff to prepare Town meeting article proposed charges and changes to the term of the Planning Board to 3 years, proposed changes to the term of the Housing Authority to 3 years, amend committee charges to include requiring meetings be held to update goals and objectives and progress updates in line with the Select Board's goals and objectives, proposed changes to the Charter that would require regulatory boards to annually hold meetings on goals and objectives and progress updates in updating the CRC charge to include voting on all Articles including citizen petitions before going to Town Meeting.

Member Areson 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.

B. Discussion and Vote to Recommend Community Preservation Act Articles as Recommended by the Community Preservation Committee

Presenters: Mary Rose and Jim Summers, Community Preservation Committee Co-Chairs

Co-Chair Rose reviewed a summary of recommended Community Preservation Act Articles with the Members. A discussion ensued among Members and Co-Chairs Rose and Summers. Members also read aloud the recommended Articles.

Member Dundas departed the meeting unexpectedly and did not return. Chair Reed stated that she hoped that Member Dundas was okay.

Member Areson made a motion to vote to recommend for the Town to appropriate \$545,174.85 from projected Community Preservation Act Projected FY'24 Surcharge Charge Revenue and \$204,825.15 from the Community Preservation Undesignated Fund Balance for a total of \$750,000 to contribute to the Truro Affordable Housing Trust Fund or take any other action relative thereto.

Vice Chair Weinstein seconded the motion.

Roll Call Vote:

Vice Chair Weinstein – Aye

Member Areson - Aye

Member Rein - Aye

Chair Reed – Aye

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

Member Rein made a motion to vote to recommend for the Town to appropriate \$100,000 from the Community Preservation Act Undesignated Fund Balance to provide a regional contribution for community housing at 3 Jerome Smith Way, Provincetown or take any other action relative thereto.

Member Areson seconded the motion.

Roll Call Vote:

Vice Chair Weinstein – Aye

Member Areson - Aye

Member Rein - Aye

Chair Reed – Aye

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

Member Areson made a motion to vote to recommend for the Town to appropriate the sum of \$25,000 from the Community Preservation Act Undesignated Fund Balance to provide technical assistance to the Truro Housing Authority or take any other action relative thereto.

Member Rein seconded the motion.

Roll Call Vote:

Vice Chair Weinstein – Aye

Member Areson - Aye

Member Rein - Aye

Chair Reed – Aye

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

Vice Chair Weinstein made a motion to vote to recommend for the Town to appropriate the sum of \$71.00 from the Projected Fiscal Year 2024 Community Preservation Act Surcharge Revenue, and a

sum of \$25,202.00 for a total of \$25,272.00 for the restoration of the Congregational Cemetery at 3 First Parish Lane, by the Friends of the Truro Meeting House or take any other action relative thereto. Member Areson seconded the motion.

Roll Call Vote:

Vice Chair Weinstein – Aye

Member Areson - Aye

Member Rein - Aye

Chair Reed – Aye

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

Member Areson made a motion to vote to recommend for the Town to appropriate the sum of \$5,630.00 from the Community Preservation Act Undesignated Fund Balance for preparation of an updated guide to the historic landmarks of Truro by the Truro Historical Commission and the Truro Historical Society or take any other action relative thereto.

Vice Chair Weinstein seconded the motion.

Roll Call Vote:

Vice Chair Weinstein – Aye

Member Areson - Aye

Member Rein - Aye

Chair Reed – Aye

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

Member Rein made a motion to vote to recommend for the Town to appropriate the sum of \$19,675.00 from the Community Preservation Act Undesignated Fund Balance to prepare a field guide and signage for the Town's historic cemeteries by the Truro Cemetery Commission or take any other action relative thereto.

Vice Chair Weinstein seconded the motion.

Roll Call Vote:

Vice Chair Weinstein – Aye

Member Areson - Aye

Member Rein - Aye

Chair Reed – Aye

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

Vice Chair Weinstein made a motion to vote to recommend for the Town to appropriate the sum of \$11,023.00 from the Projected Fiscal Year 2024 Community Preservation Act Surcharge Revenue to replace the gutters of the Cobb Archive Library located at 13 Town Center Road or take any other action relative thereto.

Member Areson seconded the motion.

Roll Call Vote:

Vice Chair Weinstein – Aye

Member Areson - Aye

Member Rein - Aye

Chair Reed – Aye

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

Prior to the next motion, Assistant Town Manager Clark noted that the Town had reached out to the Commonwealth of Massachusetts to inquire on the next two Articles as to whether Truro had a Historic

Preservation Restriction. Depending on the decision on this inquiry, Assistant Town Manager Clark advised that the language may have to be altered in the recommended Articles. Members present unanimously agreed to postpone a vote on the next two Articles until a decision was rendered by the Commonwealth of Massachusetts. Members, Town staff, and Co-Chairs Rose and Summers discussed the two Articles which were not voted upon.

Member Rein made a motion to vote to recommend for the Town to appropriate the sum of \$11,820.00 from the Projected Fiscal Year 2024 Community Preservation Act Surcharge Revenue to provide protective display shields and display cases and for 3D generated model ships for the Pamet Harbor display at the Highland House Museum for the Truro Historical Society or take any other action relative thereto.

Vice Chair Weinstein seconded the motion.

Roll Call Vote:

Vice Chair Weinstein – Aye

Member Areson - Aye

Member Rein - Aye

Chair Reed – Aye

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

Member Areson made a motion to vote to recommend for the Town to appropriate the sum of \$36,344.15 from the Projected Fiscal Year 2024 Community Preservation Act Surcharge Revenue for the administrative expenses of the Community Preservation Committee or take any other action relative thereto.

Vice Chair Weinstein seconded the motion.

Roll Call Vote:

Vice Chair Weinstein – Aye

Member Areson - Aye

Member Rein - Aye

Chair Reed – Aye

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

C. Discussion and Vote to Recommend Town Meeting Articles
Presenter Darrin Tangeman, Town Manager

Chair Reed made a motion to vote to recommend for the Town to transfer the sum of \$800,000.00 from Free Cash to reduce or stabilize the FY2024 Tax Rate or take any other action relative thereto.

Member Areson seconded the motion.

Roll Call Vote:

Vice Chair Weinstein – Aye

Member Areson - Aye

Member Rein - Aye

Chair Reed – Aye

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

Member Rein made a motion to vote to recommend for the Town to transfer the sum of \$100,000.00 from Free Cash to the Capital Expense Stabilization Fund or take any other action relative thereto.

Member Areson seconded the motion.

Roll Call Vote:

Vice Chair Weinstein – Aye
Member Areson - Aye
Member Rein - Aye
Chair Reed – Aye
So voted, 4-0-0, motion carries.

Vice Chair Weinstein made a motion to vote to recommend for the Town to transfer the sum of \$5,000.00 from Free Cash to the Election Budget to pay the costs of a fall 2023 special town meeting and/or fall 2023 special town election, and for the payment of all other costs incidental and related thereto; or take any other action relative thereto.

Member Rein seconded the motion.

Roll Call Vote:

Vice Chair Weinstein – Aye
Member Areson - Aye
Member Rein - Aye
Chair Reed – Aye
So voted, 4-0-0, motion carries.

Chair Reed made a motion to vote to recommend for the Town to transfer the sum of \$125,000.00 from Free Cash to the Reserve Fund to be available for extraordinary or unforeseen expenditures in the Fiscal Year 2024 or take any other action relative thereto.

Vice Chair Weinstein seconded the motion.

Roll Call Vote:

Vice Chair Weinstein – Aye
Member Areson - Aye
Member Rein - Aye
Chair Reed – Aye
So voted, 4-0-0, motion carries.

Member Areson made a motion to vote to recommend for the Town to transfer the sum of \$26,718.00 from Free Cash to the Health and Conservation Budget to pay the costs of Truro's share of a regional substance use disorder program in an amount issued to the Town as part of a statewide opioid settlement, and for the payment of all other costs incidental and related thereto; or take any other action relative thereto.

Member Rein seconded the motion.

Roll Call Vote:

Vice Chair Weinstein – Aye
Member Areson - Aye
Member Rein - Aye
Chair Reed – Aye
So voted, 4-0-0, motion carries.

Member Rein made a motion to vote to recommend for the Town to transfer the sum of \$400,000.00 from Free Cash to the Department of Public Works Capital to pay the costs of construction services related to beach parking lot paving and beach parking lot maintenance, and for the of all other costs incidental and related thereto; or take any other action relative thereto.

Vice Chair Weinstein seconded the motion.

Roll Call Vote:

Vice Chair Weinstein – Aye
Member Areson - Aye
Member Rein - Aye
Chair Reed – Aye
So voted, 4-0-0, motion carries.

Vice Chair Weinstein made a motion to vote to recommend for the Town to transfer the sum of \$170,000.00 from Free Cash to the Public Education Capital to pay the costs of construction services to replace the exterior doors at Truro Central School, and for the payment of all other costs incidental and related thereto; or take any other action relative thereto.

Member Areson seconded the motion.

Roll Call Vote:

Vice Chair Weinstein – Aye
Member Areson - Aye
Member Rein - Aye
Chair Reed – Aye
So voted, 4-0-0, motion carries.

Chair Reed made a motion to vote to recommend for the Town to transfer the sum of \$100,000.00 from Free Cash to the Employee Benefits and Reserve Account; or take any other action relative thereto.

Vice Chair Weinstein seconded the motion.

Roll Call Vote:

Vice Chair Weinstein – Aye
Member Areson - Aye
Member Rein - Aye
Chair Reed – Aye
So voted, 4-0-0, motion carries.

Member Areson made a motion to vote to recommend for the Town to transfer the sum of \$50,000.00 from Free Cash to the Health and Conservation Department Services Budget to pay the costs to conduct a hydrogeologic evaluation of an area in the Pond Village neighborhood, and for the payment of all other costs incidental and related thereto; or take any other action relative thereto.

Member Rein seconded the motion.

Roll Call Vote:

Vice Chair Weinstein – Aye
Member Areson - Aye
Member Rein - Aye
Chair Reed – Aye
So voted, 4-0-0, motion carries.

Member Rein made a motion to vote to recommend for the Town to transfer the sum of \$56,000.00 from Free Cash to the Health and Conservation Department Services Budget to pay the costs of procuring a consultant to provide technical assistance required to complete a comprehensive wastewater management plan, and for the payment of all other costs incidental and related thereto; or take any other action relative thereto.

Vice Chair Weinstein seconded the motion.

Prior to the roll call vote, Chair Reed recognized Mr. Riemer who commented on this matter.

Roll Call Vote:

Vice Chair Weinstein – Aye

Member Areson - Aye

Member Rein - Aye

Chair Reed – Aye

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

Vice Chair Weinstein made a motion to vote to recommend for the Town to transfer the sum of \$600,000.00 from the Capital Stabilization Fund for the Public Safety Facility Repair Project; or take any other action relative thereto.

Member Areson seconded the motion.

Roll Call Vote:

Vice Chair Weinstein – Aye

Member Areson - Aye

Member Rein - Aye

Chair Reed – Aye

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

D. Appointment of Jonathon D. Witten as Special Counsel

Presenter: Barbara Carboni, Town Planner and Land Use Counsel

Town Planner and Land Use Counsel Carboni provided background on a matter involving the National Seashore and the need for a second set of eyes as KP Law has a conflict of interest.

Vice Chair Weinstein made a motion to appoint Jonathon D. Witten as Special Counsel to the Town on permitting and related issues regarding 35A Higgins Hollow Road.

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.

CONSENT AGENDA

Upon the announcement of the Consent Agenda, by Chair Reed, Member Rein recused herself from voting on the minutes of 12.20.2022 as she was not present at that meeting.

A. Review/Approve and Authorize Signature: None

B. Review and Approve Appointment Renewals: None

C. Review and Approve Select Board Minutes: Regular Select Board Minutes of 11.15.2022; Regular Select Board Minutes of 12.13.2022; Regular Select Board Minutes of 12.20.2022

Chair Reed made a motion to approve the Consent Agenda as printed in the packet minus Member Rein's recusal from the vote on the minutes of 12.20.2022.

Member Areson seconded the motion.

Roll Call Vote:

Vice Chair Weinstein - Aye

Member Areson – Aye

Member Rein - Aye

Chair Reed – Aye

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

SELECT BOARD REPORTS/COMMENTS

Member Areson announced that Kristen Roberts had been appointed to the Finance Committee. There will be a budget presentation, Town meeting preview and candidates' night coming up prior to the Town meeting and inquired how these events would be held (in-person, GoToMeeting, or hybrid). Chair Reed commented that she favored a hybrid option and Town staff was aware of her preference. Member Areson also followed up on Select Board office hours and Members should have received a sheet for office hours sign-up. There are no hours at Town Hall as very few sign up for that. Finally, Member Areson would like Members to consider extending Transfer Station hours starting in May.

Member Rein thanked DPW Director Cabral and Town staff for their work on the public forum on March 8, 2023, regarding Mill Pond Road. The Walsh Property Community Planning Committee meeting for this week has been cancelled. More information regarding the next several meetings is available on the Town's website. The Disabilities Commission is working on several projects regarding Puma Park with an emphasis on a communications board.

Vice Chair Weinstein attended the most recent meeting of the Council on Aging board and he was very encouraged by the new staff. There was enthusiasm about strengthening current programs which serve the community.

Chair Reed commented on public interest on Mill Pond Road and that Town staff, along with the Select Board, have had 12 opportunities for the public to express their views on this topic. Chair Reed, Members, and Town staff discussed the issues surrounding the inability of the public to comment directly on the Town's website regarding Mill Pond Road. It was noted that the only two comments on the website were posted 21 and 16 days prior. Assistant Town Manager Clark commented that comments may only be made and posted by individuals who are registered on the website. Chair Reed emphasized that this is a community engagement tool.

TOWN MANAGER REPORT

Town Manager Tangeman mentioned that he has office hours for the public on Mondays from 2:30 pm-4:00 pm, by appointment, and the information to make an appointment is on the Town website. There is a possibility that the Collective Bargaining Agreement may be brought to the Select Board at the next meeting.

Following the Town Manager's report, Chair Reed announced that at the next meeting there would be more Articles for the Warrant and an action item to record Member Dundas' votes on the Articles voted on this evening by the Members who were present.

Vice Chair Weinstein made a motion to adjourn at 7:24 pm.

Member Areson seconded the motion.

Roll Call Vote:

Vice Chair Weinstein - Aye

Member Areson - Aye

Member Rein - Aye

Chair Reed – Aye

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

Respectfully submitted,



Alexander O. Powers

Board/Committee/Commission Support Staff

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

Public Records Material Attachments

Legal Notice

Application to Serve-Barbara Bond, with Chair's comments.

Application to Serve-Kevin Grunwald, with Chair's comments.

Sample traffic calming measures.

Draft Community Preservation Act 2023 Annual Town Meeting Articles

Draft Town Meeting Articles List

Draft Town Meeting Warrant Articles

Correspondence from United States Department of the Interior dated March 2, 2023, and attachments

March 21, 2023, Regular 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, DPW Director Jarrod Cabral, Alex Lessin-Finance Director, Emily Beebe-Health & Conservation Agent, Barbara Carboni-Town Planner and Land Use Counsel, Katy Ward-Communications and Marketing Coordinator, Chris Lucy-Charter Review Committee Member and Registered Voter, Nancy Medoff-Charter Review Committee Chair, Jan Worthington-Registered Voter, Steven Stahl-Registered Voter, Alan Dinsfriend-Resident, Hank Keenan-Resident, Heather Korostoff Murray-Resident, Francesca Cerutti-Resident, Peter Swanson-Resident, Cynthia Conroy-Resident, Anne Greenbaum-Planning Board Chair and Registered Voter, Anne Blythe Robertson-Resident, Martha Magane-Library Board of Trustees Chair, Bob Higgins-Steele-Resident, Tom Watson-Registered Voter, Carole Reichhelm-Resident

Chair Reed called the meeting to order at 2:00 pm. Chair Reed introduced the Members and Town staff present.

Chair Reed then announced that Select Board had held an executive session earlier today and approved the Collective Bargaining Agreement between AFSCME, State Council 93, Local 1462, and the Town of Truro for the period of July 1, 2022, through June 30, 2025. Chair Reed noted that the Select Board voted unanimously to approve the Collective Bargaining Agreement with a vote of 5-0.

PUBLIC COMMENT

Chair Reed recognized Bob Higgins-Steele, a Truro registered voter, who asked if the Select Board will take up the Warrant Article submitted by the Climate Action Committee and the Energy Committee at this meeting or at another time. Chair Reed responded that it is an agenda item and that she would suggest to the other Members to consider the submitted Warrant Article at the March 28, 2023, meeting and after Mr. Higgins-Steele's presentation.

PUBLIC HEARINGS

None

INTRODUCTION TO NEW EMPLOYEES

None

BOARD/COMMITTEE/COMMISSION APPOINTMENTS

None

TABLED ITEMS

None

SELECT BOARD ACTION

A. Charging Station Site Approval for 311 Shore Road and 36 Shore Road
Presenter: Jarrod Cabral, Public Works Director

DPW Director Cabral provided an update on Eversource Energy's Phase II of this project and discussed with the Members the potential issues associated with the three locations of the charging stations.

Member Dundas made a motion to approve the three locations for the charging stations.

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.

B. Select Board Reconsideration of Votes to Recommend Warrant Articles
Presenter: Kristen Reed, Chair

Chair Reed announced that at the last meeting Member Dundas had to depart the meeting prior to the Members voting on the Warrant Articles. With the assistance of Town Counsel and Town staff, Chair Reed announced that the Members will revote all the previously recommended Warrant Articles and give Member Dundas an opportunity to share any dissenting votes which will be captured for the Warrant.

Chair Reed made a motion to reconsider the prior votes to recommend the Articles included as attachment 6B1 in the packet.

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 asked Member Dundas if he had any dissenting votes on any of the individual Articles, or if he wished to discuss any of them, and Member Dundas replied that he did not.

Chair Reed made a motion to recommend the Articles included as attachment 6B1 in the packet with all Select Board votes.

Member Rein 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.

C. Discussion and Approval of Revised Charge of Charter Review Committee (CRC)

Presenter: Kristen Reed, Chair and Liaison to the CRC

Chair Reed recognized Mr. Lucy, the only Member of the CRC present, who read aloud a prepared statement from the CRC Chair Nancy Medoff who was unavailable to attend today's meeting. Chair Medoff encouraged members of the public to attend CRC events so their voices could be heard. When asked by Chair Reed if Mr. Lucy had any input regarding the revised charge of the CRC, Mr. Lucy commented that all Articles which would revise the charge (to include those from citizen petitions) of the CRC should be reviewed by the CRC but it is up to the Select Board to make that determination. Members discussed the necessity of removing all ambiguity regarding the charge of the CRC, the process for the charge, and adding the word "whether" in the charge.

Member Areson made a motion to approve the Charter Review Committee's charge as recommended adding the word "whether" and to electronically sign.

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.

D. Discussion and Possible Votes on Warrant Articles - Charter Review Committee Recommendations

Presenter: Darrin Tangeman, Town Manager

Chair Reed made a motion to include Article X: Amend Planning Board Term Lengths as Provided by M.G.L. c.41, s.81a in the 2023 Annual Town Meeting Warrant.

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.

Member Areson made a motion to include Article X: Add New Charter Section 6-2-13 in the 2023 Annual Town Meeting Warrant.

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.

Member Areson made a motion to include Article X: Home Rule Petition Amending Housing Authority Term Lengths in the 2023 Annual Town Meeting Warrant.

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.

Member Rein made a motion to recommend Article X: Amend Planning Board Terms Lengths as Provided by M.G.L. c.41, s.81a.

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.

Member Rein made a motion to recommend Article X: Add New Charter Section 6-2-13.

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.

Member Rein made a motion to recommend Article X: Home Rule Petition Amending Housing Authority Term Lengths.

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 acknowledged CRC Chair Medoff who joined the meeting prior to the last motion vote.

E. Discussion and Possible Votes on Warrant Articles-Override Articles
Presenter: Darrin Tangeman, Town Manager

Chair Reed recognized Town Manager Tangeman who presented a presentation on FY2024 Potential Override Articles as recommended by Town staff. These included a School Resource Officer, Community Sustainability Package, Maintaining Existing Services and Adequate Wages, and ALS Transport. Discussions ensued among Members, Town staff, and Ms. Worthington during the presentation. Town staff participants included Finance Director Lessin and Town Planner and Land Use Counsel Carboni.

After the presentation, Chair Reed reminded Members that there would be no vote on the potential Override Articles this evening. Members then stated their individual priorities regarding the funding recommendations.

Chair Reed made a motion to direct staff to prepare Override Articles in the amount of \$601,122 for ALS/Ambulance Service.

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 made a motion to direct staff to prepare the Omnibus Budget Article to allocate the existing LCAA line item in the operational budget to fund existing services.

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 made a motion to direct staff to prepare an Override Article for Community Sustainability that includes four components: Truro Central School Pre-K Program, the Childcare Voucher Program, the Out of School Time Program, and the Housing Coordinator position.

Member Dundas seconded the motion.

Roll Call Vote:

Vice Chair Weinstein – Nay
Member Dundas – Aye
Member Areson - Aye
Member Rein - Nay
Chair Reed – Aye
So voted, 3-2-0, motion carries.

Chair Reed made a motion direct staff to prepare an Override Article for a Housing Coordinator position.

Member Rein seconded the motion.

Roll Call Vote:

Vice Chair Weinstein – Nay
Member Dundas – Aye
Member Areson - Aye
Member Rein - Aye
Chair Reed – Aye
So voted, 4-1-0, motion carries.

Chair Reed made a motion direct staff to prepare an Override Article for a School Resource Officer.

Member Dundas seconded the motion.

Roll Call Vote:

Vice Chair Weinstein – Nay
Member Dundas – Aye
Member Areson - Aye
Member Rein - Aye
Chair Reed – Aye
So voted, 4-1-0, motion carries.

F. Discussion and Possible Votes on Warrant Articles – Petitioned Articles

Presenter: Darrin Tangeman, Town Manager

Chair Reed announced that the remaining Articles will be revoted by the Members on March 28, 2023.

Member Rein made a motion to recommend Article X: Comprehensive Out-of-School Program - Petitioned Article.

Member Areson seconded the motion.

Roll Call Vote:

Vice Chair Weinstein – Aye
Member Dundas – Aye
Member Areson - Abstained
Member Rein - Aye
Chair Reed – Abstained
So voted, 3-0-2.

Member Rein made a motion to recommend Article X: Community Livability & Sustainability Article - Petitioned Article.

Member Areson seconded the motion.

Roll Call Vote:

Vice Chair Weinstein – Abstained
Member Dundas – Abstained
Member Areson - Abstained
Member Rein - Abstained
Chair Reed – Abstained
So voted, 0-0-5.

Member Areson made a motion to recommend Article X: Dog Restraint Regulations - Petitioned Article.

Member Dundas seconded the motion.

Roll Call Vote:

Vice Chair Weinstein – Nay
Member Dundas – Nay
Member Areson - Nay
Member Rein - Nay
Chair Reed – Nay
So voted, 0-5-0.

Prior to the vote on the motion regarding the above-mentioned petitioned Article, Chair Reed and Members discussed this matter and unanimously voiced their opposition. Afterwards, Chair Reed recognized Mr. Stahl, Mr. Dinsfriend, Mr. Keenan, Ms. Korostoff Murray, and Ms. Cerutti who all commented on this topic.

Member Rein made a motion to recommend Article X: Mill Pond Tidal Restoration Project - Petitioned Article.

Member Dundas seconded the motion.

Roll Call Vote:

Vice Chair Weinstein – Nay
Member Dundas – Nay
Member Areson - Abstained
Member Rein - Abstained
Chair Reed – Nay
So voted, 0-3-2.

Prior to the vote on the motion regarding the above-mentioned petitioned Article, Chair Reed and Members discussed this matter. Afterwards, Chair Reed recognized Ms. Worthington, Mr. Swanson, Ms. Conroy, Ms. Greenbaum, Ms. Robertson, and Ms. Reichhelm who all commented on this topic. Following the public comments, Chair Reed recognized DPW Director Cabral who briefly explained the funding process for this project.

Vice Chair Weinstein made a motion to recommend Article X: Amend Zoning Bylaw 50.2.B.2 Building Gross Floor Area for the Residential District – Petitioned Article.

Member Areson seconded the motion.

Roll Call Vote:

Vice Chair Weinstein – Aye
Member Dundas – Abstained
Member Areson - Aye
Member Rein - Aye

Chair Reed – Aye
So voted, 4-0-1.

Prior to the vote on the motion regarding the above-mentioned petitioned Article, Chair Reed and Members discussed this matter. No comments from the public were made.

Member Dundas made a motion to recommend Article X: M.G.L. Chapter 43, Section 10; Section 5-4-2 Town Charter – Petitioned Article.

Vice Chair Weinstein seconded the motion.

Roll Call Vote:

Vice Chair Weinstein – Abstained

Member Dundas – Abstained

Member Areson - Abstained

Member Rein - Abstained

Chair Reed – Nay

So voted, 0-1-4.

Prior to the vote on the motion regarding the above-mentioned petitioned Article, Chair Reed and the Members discussed this matter.

After the vote, Chair Reed then recognized Ms. Magane who commented on the above-petitioned Article. Town Manager Tangeman replied to Ms. Magane's comments and noted that Policy Memorandum #35 and Policy Memorandum #37 had been updated.

Chair Reed then announced that Member Areson had to depart the meeting and her vote on the remaining Articles would be taken at the next Select Board meeting.

G. Discussion and Possible Votes on Warrant Articles – Zoning Articles
Presenter: Darrin Tangeman, Town Manager

Town Manager Tangeman led the review of Zoning Articles with the Members along with input from Health & Conservation Agent Beebe.

Member Dundas made a motion to recommend Article X: Amend Zoning Bylaw §40.1 Duplex Houses and Apartments; and §30.2 Use Table.

Vice Chair Weinstein seconded the motion.

Roll Call Vote:

Vice Chair Weinstein – Aye

Member Dundas – Aye

Member Rein - Aye

Chair Reed – Aye

So voted, 4-0-0.

Prior to the vote on the above-mentioned Article, Chair Reed, the Members, Planning Board Chair Greenbaum, and Town Planner and Land Use Counsel Carboni discussed this matter.

H. Discussion and Possible Votes on Warrant Articles – All Other
Presenter: Darrin Tangeman, Town Manager

Member Dundas made a motion to recommend Article X: Amend General Bylaws 7-2: Community Preservation Committee: Administration

Vice Chair Weinstein seconded the motion.

Roll Call Vote:

Vice Chair Weinstein – Aye

Member Dundas – Aye

Member Rein - Aye

Chair Reed – Aye

So voted, 4-0-0.

Member Dundas made a motion to recommend Article X: Amend General Bylaws, Chapter IX Energy Code.

Vice Chair Weinstein seconded the motion.

Roll Call Vote:

Vice Chair Weinstein – Abstained

Member Dundas – Abstained

Member Rein - Abstained

Chair Reed – Abstained

So voted, 0-0-4.

Prior to the vote on the above-mentioned Article, Chair Reed recognized Mr. Higgins-Steele who commented on this matter.

Member Dundas made a motion to recommend Article X: Community Preservation Act: Open Space Reserve.

Member Rein seconded the motion.

Roll Call Vote:

Vice Chair Weinstein – Aye

Member Dundas – Aye

Member Rein - Aye

Chair Reed – Aye

So voted, 4-0-0.

Member Dundas made a motion to recommend Article X: Community Preservation Act: Edgewood Farm Barn Chimneys and Cupola Preservation.

Vice Chair Weinstein seconded the motion.

Roll Call Vote:

Vice Chair Weinstein – Nay

Member Dundas – Nay

Member Rein - Nay

Chair Reed – Nay

So voted, 0-4-0.

Prior to the vote on the above-mentioned Article, Chair Reed, Members, Town Manager Tangeman, and Assistant Town Manager Clark reviewed a summary and the data associated with this matter.

Vice Chair Weinstein made a motion to recommend Article X: Community Preservation Act: Bunker Cottage/Corn Hill Boathouse

Member Dundas seconded the motion.

Roll Call Vote:

Vice Chair Weinstein – Nay

Member Dundas – Nay

Member Rein - Nay

Chair Reed – Nay

So voted, 0-4-0.

Member Dundas made a motion to recommend Article X: Amend Personnel Bylaw 8.1 Holidays.

Member Rein seconded the motion.

Roll Call Vote:

Vice Chair Weinstein – Aye

Member Dundas – Aye

Member Rein - Aye

Chair Reed – Aye

So voted, 4-0-0.

Member Dundas made a motion to recommend Article X: Accept Provisions of MGL Chapter 40 Section 5F – Creation of a Receipts Reserve for Ambulance Fund.

Vice Chair Weinstein seconded the motion.

Roll Call Vote:

Vice Chair Weinstein – Aye

Member Dundas – Aye

Member Rein - Aye

Chair Reed – Aye

So voted, 4-0-0.

I. Review and Approve Revised Select Board Policy Memorandum #48: Construction/Staging Permit for Use of Town-Owned Property and/or Beach Access

Presenter: Emily Beebe, Health & Conservation Agent

Health & Conservation Agent Beebe provided a summary of what needed to be updated. A discussion ensued among Members and Health & Conservation Agent Beebe.

Chair Reed made a motion to approve the revised Select Board Policy Memorandum #48: Construction/Staging Permit for Use of Town-Owned Property and/or Beach Access.

Member Dundas seconded the motion.

Roll Call Vote:

Vice Chair Weinstein – Aye

Member Dundas – Aye

Member Rein - Aye

Chair Reed – Aye

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

After the vote, Chair Reed asked Assistant Town Manager Clark to explore a mechanism for Member Areson to vote on this motion and to allow the Members to revote at the next Select Board meeting.

STAFF/COMMITTEE UPDATES

A. Mill Pond Road Frequently Asked Questions (FAQs): Jarrod Cabral, Public Works Director

DPW Director Cabral conducted a review of the FAQs with Members including input from Town staff and department heads which addressed the concerns expressed by residents. DPW Director Cabral restated his office hours, every Friday, at the Community Center, from 2 pm – 4 pm.

Following DPW Director Cabral's presentation, Chair Reed and Members discussed this topic. Chair Reed then recognized Mr. Watson, Mr. Lucy, and Ms. Reichhelm who made public comments.

CONSENT AGENDA

A. Review/Approve and Authorize Signature: None

1. Application for Permit for Organized Bike Ride: Harbor to the Bay

B. Review and Approve Appointment Renewals: None

C. Review and Approve Select Board Minutes: Budget Task Force Meeting Minutes of 1.17.2023; Budget Task Force Meeting Minutes of 1.24.2023; Budget Task Force Meeting Minutes of 2.14.2023

Prior to voting on the Consent Agenda, Member Rein abstained from the vote on the Budget Task Force Meeting Minutes of 1.24.2023 as she was not present. Vice Chair Weinstein abstained from the votes on the Budget Task Force Meeting Minutes of 1.17.2023 and 2.24.2023 as he was not present. Chair Reed abstained from the vote on the Budget Task Force Meeting Minutes of 1.17.2023 as she was not present.

Chair Reed made a motion to approve the Consent Agenda as printed in the packet with the absence from meetings identified and the correction of those minutes reflecting Vice Chair Weinstein's absence.

Member Dundas seconded the motion.

Roll Call Vote:

Vice Chair Weinstein - Aye

Member Dundas – Aye

Member Rein - Aye

Chair Reed – Aye

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

SELECT BOARD REPORTS/COMMENTS

Member Rein reported that she was holding Select Board hours tomorrow, Wednesday, March 22, 2023, at the Community Center, from 9:30 am – 10:30 am so please stop by and share any comments or concerns. The Walsh Property Community Planning Committee will hold another community outreach session tomorrow on Wednesday, March 22, 2023, from 5:00 pm – 6:00 pm. This will be a virtual event and more information is available on the Town's website.

Member Dundas had nothing to report this evening.

Vice Chair Weinstein reported that State Senator Julian Cyr called him yesterday regarding the Walsh Property and noted that State Senator Cyr is paying careful attention to the actions of the Walsh Property Community Planning Committee. Vice Chair Weinstein also commented that he is tired of picking up Pabst Blue Ribbon beer cans along the roadways of Truro. Vice Chair Weinstein reiterated that littering and traveling in vehicles with open containers are violations of Massachusetts law. This littering of the roads puts an unnecessary burden on the DPW employees as well as their equipment.

Chair Reed thanked the members of the public who have participated in the Select Board meetings, and she appreciated their input.

TOWN MANAGER REPORT

Town Manager Tangeman clarified some of the motions which were made tonight and needed to be prepared by Town staff with Chair Reed.

Town Manager Tangeman noted that the Town Moderator has scheduled a pre-Town meeting (hybrid) on April 13, 2023, at 5:00 pm, at the Community Center. More information is on the Town website.

Town Manager Tangeman then reviewed the agenda for the next Select Board meeting on March 28, 2023.

Following the Town Manager's report, Chair Reed recognized Vice Chair Weinstein wanted the Members and the public to be aware of a recent U.S. Supreme Court ruling regarding civility at public meetings. Vice Chair Weinstein encouraged everyone to read it as it impacted how municipal business is conducted.

Vice Chair Weinstein made a motion to adjourn at 5:22 pm.

Member Areson seconded the motion.

Roll Call Vote:

Vice Chair Weinstein - Aye

Member Areson - Aye

Member Rein - Aye

Chair Reed – Aye

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

Respectfully submitted,



Alexander O. Powers

Board/Committee/Commission Support Staff

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

Public Records Material Attachments

Legal Notice

Conceptual design plans for three locations are attached.

Warrant Articles Voted at the 3/14/23 Meeting.

Charter Review Committee Charge

Draft Proposed Charter Review Committee Charge

Citizen Petitioned Articles

Zoning Bylaw Amendment Articles

Revised Select Board Policy Memorandum #48: Construction/Staging Permit for Use of Town-Owned Property and/or Beach Access

Application for Permit for Organized Bike & Road Races, MassDOT Event Notification form and accompanying memo, maps, and route.

DRAFT