

TOWN OF FALMOUTH

SELECT BOARD

AGENDA

MONDAY, NOVEMBER 22, 2021 – 6:30 P.M.

SELECT BOARD MEETING ROOM

TOWN HALL

59 TOWN HALL SQUARE, FALMOUTH, MA 02540

6:30 p.m. OPEN SESSION

6:30 p.m. EXECUTIVE SESSION

1. M.G.L. c.30A s.21(a)(3) – Collective bargaining – Vote to affirm Memorandum of Agreement (MOA) – Police Patrol Union
2. M.G.L. c.30A s.21(a)(3) – Collective bargaining – Vote to affirm Memorandum of Agreement (MOA) – Police Lieutenants Union

7:00 p.m. OPEN SESSION

1. Call to Order
2. Pledge of Allegiance
3. Recognition
4. Announcements
5. Public Comment

7:15 p.m. SUMMARY OF ACTIONS

1. Licenses
 - a. Approve Request to Extend Seasonal All Alcoholic Common Victualler License until January 2, 2022 – Landfall Restaurant, 9 Luscombe Avenue, Woods Hole
2. Administrative Orders
 - a. Approve Eversource petition to install approximately thirty (30) feet of conduit and cable under town road east of West Avenue and one (1) new handhole #304/4A on Grove Street, Falmouth. This work is to be done to provide electric service to 53 Grove Street.
 - b. Vote to Adopt an Order of Taking Winthrop Drive (east side) as authorized by November 2021 Town Meeting
 - c. Approve Grant of License to Nandu J. Marketkar & Jean M. Marketkar to maintain encroachments onto Grand Avenue at 159 Grand Avenue, Falmouth
 - d. Approve Grant of License to Aspen Holdings, LLC to maintain encroachments at 203 Walker Street Falmouth
 - e. Approve Grant of License to Sypek Investments, LLC to maintain encroachments at 16 Worcester Court, Falmouth
 - f. Approve regulatory agreement for affordable housing development - Megansett Crossing LLC located at 676 North Falmouth Highway
 - g. Vote retroactive approval of application for the Mass Wildlife Climate Change Resilience Grant Opportunity (CCRGO) to fund habitat improvement project

7:30 p.m. PUBLIC HEARINGS

1. Fee Hearing – Discuss and Vote to Establish and Promulgate Fees for 2022 (15 minutes)
2. Discuss and Vote to Adopt Speed Regulation – Wild Harbor Road, North Falmouth – 30 MPH Speed Limit from Old Main Road to Loren Road (15 minutes)

8:00 p.m. BUSINESS

1. Wind Turbine Disposition – Status Update (15 minutes)

8:15 p.m.

2. Discuss and Vote to Establish a Designated Safety Zone on Quissett Harbor Road from Intersection with Sippewissett Road to Westerly End and to Set 20 MPH as Maximum Speed Limit (15 minutes)

8:30 p.m.

3. Approve 2022 Annual License Renewals (10 minutes)

ALL ALCOHOL RESTAURANT

99 Restaurant, 30 Davis Straits
Anchor Alehouse, 100 Davis Straits
Añejo Mexican Bistro, 188 Main Street
Black Dog Heights Café, 465 Grand Avenue
Bluefins, 295 Main Street
Bucatino Restaurant & Wine Bar, 7 Nathan Ellis Highway
C Salt Wine Bar & Grille, 75 Davis Straits
Cape Cod Country Club, 48 Theatre Drive
Captain Kidd, 77 Water Street
Casa Vallarta, 70 Davis Straits
Chapoquoit Grill, 410 West Falmouth Highway
Conference Table, 205 Worcester Court
DJ's Family Sports Pub, 872 Main Street
Epic Oyster, 70 County Road
Estia, 117 Main Street
Glass Onion, 37 North Main Street
Golden Swan, 323-325 Main Street
Jack's Restaurant & Bar, 327 Gifford Street
Liam Maguire's, 273 Main Street
New Peking Palace, 452 Main Street
Osteria la Civetta, 133 Main Street
Pickle Jar Kitchen, 170 Main Street
Quahog Republic Dive Bar, 97 Spring Bars Road
Quarterdeck, 164 Main Street
Quick's Hole Tavern, 29 Railroad Avenue
Sacconnesset Golf Club, 132 Falmouth Woods Road
Shipwrecked, 263 Grand Avenue
Silver Lounge, 412 North Falmouth Highway
Simply Divine Pizza Co., 271 Main Street
Soprano's by the Sea, 286 Grand Avenue
Sweet Rice, 167 Teaticket Highway
The Pizza Bar, 146 Sandwich Road
Timber, 23 Town Hall Square
Water Street Kitchen, 56 Water Street

ALL ALCOHOL PACKAGE STORE

Falmouth Wine & Spirits, 322 Palmer Avenue
Lisa Liquors dba Family Foods, 350 E. Falmouth Highway
Kappy's, 21 Spring Bars Road
Kenyon's Market, Inc., 769 E. Falmouth Highway
Murphy's Package Store, 410 West Falmouth Highway
North Falmouth Liquors, 362 North Falmouth Highway
Old Barn Package Store, 20 Luscombe Avenue
RJ's Variety & Liquors, Inc., 174 Sandwich Road
Teaticket Market Inc., 125 Teaticket Highway
West Falmouth Market, 623 West Falmouth Highway

ALL ALCOHOL CLUB

AMVETS, 336 Palmer Avenue
Cape Verdean Club of Falmouth, 126 Sandwich Road
Falmouth Rod & Gun Club, 25 Sportsman Lane
Green Pond Yacht Club, 366 Menauhant Road
Midway Trap & Skeet, 284 Old Meetinghouse Road
Woods Hole Golf Club, 130 Quissett Avenue

ALL ALCOHOL INNHOLDER

Coonamessett Inn, 311 Gifford Street
Seacrest Concessionaire, LLC, 350 Quaker Road

WINE AND MALT RESTAURANT

Crabapples, 553 Palmer Avenue

Falmouth Cinema Pub, 137 Teaticket Highway
New Golden Dynasty, 25 Davis Straits
Papa Gino's, 56 Davis Straits
Pizza I & Subs II, 769 E. Falmouth Highway
Seafood Sam's, 356 Palmer Avenue

WINE AND MALT PACKAGE STORE

Holly Park Variety, Inc. 580A Route 28A
Jack in the Beanstalk, 800 Gifford Street
Rapid Refill, 435 Palmer Avenue
Wild Harbor General Store, 200 Old Main Road
Windfall Market, 77 Scranton Avenue

WINE, MALT AND CORDIAL INNHOLDER

Country Fare, 319 Main Street

WINERY-BREWERY POURING LICENSE

Aquatic Brewing, 661 Main Street
Cape Cod Winery, 4 Oxbow Road

COMMON VICTUALLER

99 Restaurant, 30 Davis Straits
AMVETS, 336 Palmer Avenue
Anchor Alehouse, 100 Davis Straits
Añejo Mexican Bistro, 188 Main Street
Blended Berry, 56 Davis Straits
Betsy's Diner, 457 Main Street
Black Dog Heights Café, 465 Grand Avenue
Bluefins, 295 Main Street
Bucatino Restaurant & Wine Bar, 7 Nathan Ellis Highway
Burger King, 111 Teaticket Highway
Cape Cod Bagel, 419 Palmer Avenue
Cape Cod Country Club, 48 Theatre Drive
Captain Kidd, 77 Water Street
Casa Vallarta, 70 Davis Straits
C Salt Wine Bar & Grille, 75 Davis Straits
Chapoquoit Grill, 410 West Falmouth Highway
Conference Table, 205 Worcester Court
Country Fare, 319 Main Street
Crabapples, 553 Palmer Avenue
D'Angelo's, 689 Main Street
DJ's Family Sports Pub, 872 Main Street
Doggz & Hoggz, 781 Main Street
Epic Oyster, 70 County Road
Estia, 117 Main Street
Falmouth Cinema Pub, 137 Teaticket Highway
Golden Swan, 323-325 Main Street
Green Pond Yacht Club, 366 Menauhant Road
Jack's Restaurant & Bar, 327 Gifford Street
Le Bon Jour, 420 E. Falmouth Hwy.
Liam Maguire's, 273 Main Street
Mary Ellen's Bakery, 829 Main Street
McDonalds, 263 Teaticket Highway
New Golden Dynasty, 25 Davis Straits
New Peking Palace, 452 Main Street
Osteria la Civetta, 133 Main Street
Papa Gino's, 56 Davis Straits
Persy's Place – Falmouth, 40 North Main Street
Pickle Jar Kitchen, 170 Main Street
Pizza I & Subs II, 769 E. Falmouth Highway
Quahog Republic Dive Bar, 97 Spring Bars Road
Quarterdeck, 164 Main Street

Quick's Hole Tavern, 29 Railroad Avenue
Sacconneset Golf Club, 132 Falmouth Woods Road
Seafood Sam's, 356 Palmer Avenue
Shipwrecked, 263 Grand Avenue
Silver Lounge, 412 North Falmouth Highway
Simply Divine Pizza Co., 271 Main Street
Soprano's by the Sea, 286 Grand Avenue
Starbucks, 11 Davis Straits
Sweet Rice, 167 Teaticket Highway
Talk of the Town Diner, 587 Quaker Road
Thai Kitchen, 258 Teaticket Highway
The Conference Table, 205 Worcester Court
Timber, 23 Town Hall Square
The Pizza Bar, 146 Sandwich Road
Water Street Kitchen, 56 Water Street
Woods Hole Golf Club, 130 Quisset Avenue

INNHOLDER

Falmouth Inn, 824 Main Street
Coonamessett Inn, 311 Gifford Street
Seacrest Concessionaire, LLC, 350 Quaker Lane
Shoreway Acres, 59 Shore Street

ENTERTAINMENT

AMVETS, 336 Palmer Avenue
Anchor Alehouse, 100 Davis Straits
Bucatino Restaurant & Wine Bar, 7 Nathan Ellis Highway
Cape Verdean Club of Falmouth, 126 Sandwich Road
Captain Kidd, 77 Water Street
Casa Vallarta, 70 Davis Straits
Conference Table, 205 Worcester Court
Coonamessett Inn, 311 Gifford Street
Jack's Restaurant & Bar, 327 Gifford Street
Liam Maguire's, 273 Main Street
New Peking Palace, 452 Main Street
Quahog Republic Dive Bar, 97 Spring Bars Road
Quarterdeck, 164 Main Street
Quick's Hole Tavern, 29 Railroad Avenue
Sacconneset Golf Club, 132 Falmouth Woods Road

Seacrest Concessionaire, LLC, 350 Quaker Road
Shipwrecked, 263 Grand Avenue
Silver Lounge, 412 North Falmouth Highway
Simply Divine Pizza Co., 271 Main Street
Soprano's by the Sea, 286 Grand Avenue
The Conference Table, 205 Worcester Court
The Pizza Bar, 146 Sandwich Road
Woods Hole Golf Club, 130 Quisset Avenue

SUNDAY ENTERTAINMENT

Bucatino Restaurant & Wine Bar, 7 Nathan Ellis Highway
Captain Kidd, 77 Water Street
Casa Vallarta, 70 Davis Straits
Coonamessett Inn, 311 Gifford Street
Liam Maguire's, 273 Main Street
Sacconneset Golf Club, 132 Falmouth Woods Road
Seacrest Concessionaire, LLC, 350 Quaker Lane
Shipwrecked, 263 Grand Avenue
Soprano's by the Sea, 286 Grand Avenue

AUTOMATIC AMSUEMENT DEVICES

DJ's Family Sports Pub, 872 Main Street
Falmouth Cinema Pub, 137 Teaticket Highway
Pizza I & Subs II, 769 E. Falmouth Highway
Quahog Republic Dive Bar, 97 Spring Bars Road
Seacrest Concessionaire, LLC, 350 Quaker Road

CLASS II USED CARS

Braga Auto Sales, 227R Main Street
Falmouth Salvage, 9 Hayway Road
Falmouth Pier 37, 64 Scranton Avenue
Frank's Auto Sales, 442R and 444 E. Falmouth Highway
O'Hara Motors, Inc. 50 Spring Bars Road
Reine Trucking, 9 Hayway Road
Route 28 Auto Center, 550 East Falmouth Highway
Sandi's Auto Sales, 45 Simpson Lane

VEHICLE FOR HIRE

White Tie Limousine, 292 Teaticket Highway

8:40 p.m.

4. Discussion on a possible contribution from Falmouth to increase funding to the Cape Cod Municipal Police Academy (CCMPA) (10 minutes)

8:50 p.m.

5. Review and Vote to Approve Minutes of Meetings (5 minutes)
– Public Session – November 8, 2021; November 15, 2021

8:55 p.m.

6. Individual Select Board Members' Reports (5 minutes)

9:00 p.m.

7. Town Manager's Report (5 minutes)

Douglas C. Brown, Chair
Select Board

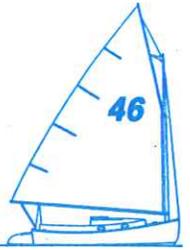
OPEN SESSION

SUMMARY OF ACTIONS

1. Licenses

- a. Approve request to Extend Seasonal All Alcoholic Common Victualler License until January 2, 2022 – Landfall Restaurant, 9 Luscombe Avenue, Woods Hole

Landfall Restaurant



Box 107, Woods Hole Harbor, Cape Cod, Massachusetts 02543

Falmouth Selectmen
Town Hall Square
Falmouth, Ma 02540

November 1, 2021

Dear Falmouth Selectmen,

The Landfall Restaurant would like to apply for an extension of our 2021 Liquor license. We would ask that the extension be for December 1st 2021 to January 2nd 2022. Thank you for your attention in this matter.

Sincerely,

Kathleen M. Estes *James G. Estes*

Kathleen and James Estes



SUMMARY OF ACTIONS

2. Administrative Orders

- a. Approve Eversource petition to install approximately thirty (30) feet of conduit and cable under town road east of West Avenue and one (1) new handhole #304/4A on Grove Street, Falmouth. This work is to be done to provide electric service to 53 Grove Street.

Please Note: you will see in the public hearing notice in your packet the address is listed as 57 Grove Street. Eversource initially provided an incorrect street number in its request. It has been verified that the abutters list is the same for 53 and 57 Grove Street. Therefore, all the correct abutters were notified. No comments were received from abutters and no abutters attended the hearing at Town Hall.



Town of Falmouth

Department of Public Works - Engineering Division

416 Gifford Street, Falmouth, MA 02540
Office: 508-457-2543, Fax: 508-548-1537

Nicholas Croft, Engineering Technician

nicholas.croft@falmouthma.gov

Date: Nov. 19, 2021

To: Board of Selectmen

From: Nicholas Croft, Hearing Officer

Subject: Eversource – Petition to install $\pm 30'$ of Conduit and 1 handole on Grove Street

A petition was submitted by Eversource to install $\pm 30'$ of underground conduit and 1 handhole for a customer at 53 Grove Street.

The Engineering recommendation is to approve the request as submitted on Plan No. 4717257, W/O #4717257, dated October 9, 2021.

Eversource Reminder: All Street Openings require a permit obtained from the Engineering Office.

Thank you,

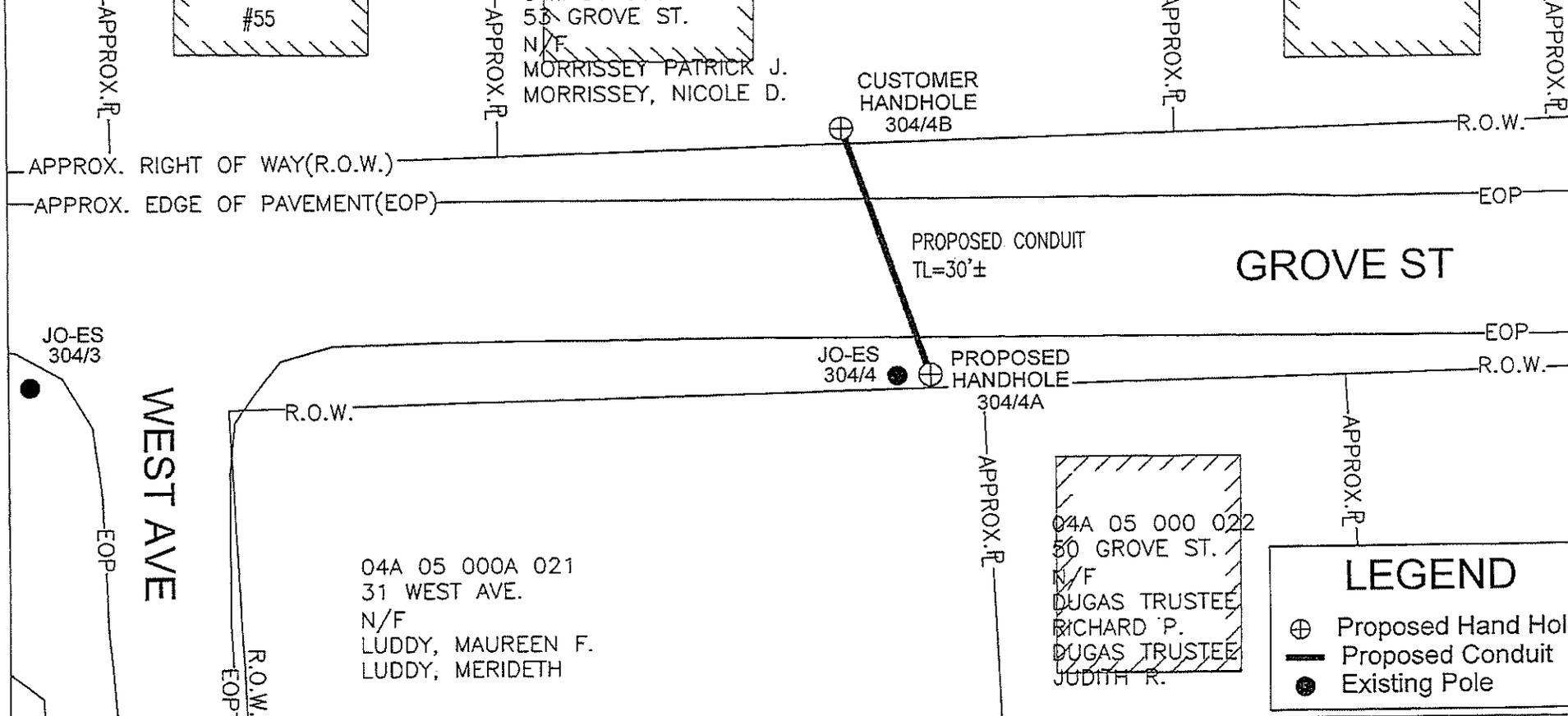
Nicholas Croft
Engineering Technician
DPW Engineering Division

Plan to accompany petition of EVERSOURCE ENERGY to install new Handhole #304/4A and 30'± conduit to provide electric service to 53 GROVE ST.

04A 01 000 006
55 GROVE ST.
N/F
BYRNE TRUSTEE STEPHEN J.
BYRNE TRUSTEE SUSAN E.
#55

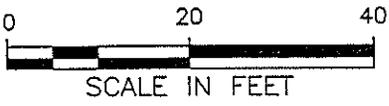
04A 01 000 007
53 GROVE ST.
N/F
MORRISSEY PATRICK J.
MORRISSEY, NICOLE D.

04A 01 000 009
47 GROVE ST.#47
N/F
VASSALOTTI, SCOTT
VASSALOTTI, CAROL



LEGEND

- ⊕ Proposed Hand Hole
- Proposed Conduit
- Existing Pole



BY YOUR USE OF 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 PARENTS, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES OR AGENTS (COLLECTIVELY THE "NSTAR ENTITIES") SHALL BE LIABLE FOR ANY LOSS OR INJURY CAUSED IN WHOLE OR IN PART BY USE OF THIS INFORMATION OR IN RELIANCE UPON IT. TO THE MAXIMUM EXTENT ALLOWED BY LAW, YOU AGREE BY YOUR ACCEPTANCE OF THE INFORMATION TO RELEASE, INDEMNIFY AND HOLD THE NSTAR ENTITIES HARMLESS FROM ANY SUCH LOSS OR INJURY.

THE INFORMATION MAY NOT REPRESENT A SURVEY, MAY NOT BE THE MOST COMPLETE AND IS SUBJECT TO CHANGE WITHOUT NOTICE. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION, EITHER EXPRESSED OR IMPLIED. UNAUTHORIZED ATTEMPTS TO MODIFY 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

Plan #	4717257
Ward #	
Work Order #	4717257
Surveyed by:	N/A
Research by:	JC
Plotted by:	Sj
Proposed Structures:	TL
Approved:	T THIBAUT
P#	

NSTAR EVERSOURCE
Electric d/b/a
 1155 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125

Plan of	GROVE STREET
Location	FALMOUTH
Showing PROPOSED HANDHOLE AND CONDUIT LOCATION	
Scale	1"=20'
Date	OCTOBER 9, 2021
SHEET	1 of 1
Revised:	NOVEMBER 18, 2021

November 19, 2021

Town of Falmouth
59 Town Hall Square
Falmouth, MA 02540

Dear Nicholas Croft,

Enclosed is a petition to install approximately thirty (30) feet of conduit and one (1) handhole in Grove Street, Falmouth.

This proposed location is required to provide electrical service to customer at #53 Grove Street. This petition will require a notice to abutters and a hearing.

Will you please present this petition before the Board for customary action and approval?

If you have any questions please email Jessica.elder@eversource.com .

Warm Regards,

Jessica Elder
Right of Way Agent
NSTAR Electric
d/b/a EVERSOURCE ENERGY

PETITION FOR
UNDERGROUND CABLE AND CONDUIT LOCATIONS
WO#4717257

Barnstable, Massachusetts
To the Select Board of Falmouth, Massachusetts.

October 12, 2021

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

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

Grove Street, Falmouth

To install approximately 30' feet of conduit and cable under town road east of West Avenue

To install (1) new handhole labeled 304/4A in public ROW on side of road

This work is to be done to provide electric service to #53 Grove Street.

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 in accordance with the plan files herewith marked Plan No. 4717257 Dated October 9, 2021 .

NSTAR ELECTRIC COMPANY
d/b/a EVERSOURCE ENERGY

By *Jessica Elder*

Right of Way Agent
Jessica S. Elder

**FORM OF ORDER FOR
UNDERGROUND CABLE AND CONDUIT LOCATIONS
WO#4717257**

SELECT BOARD FOR THE TOWN OF FALMOUTH, 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 be and it is hereby granted a location for and permission to install and maintain underground cables, conduits and manholes, together with such sustaining and 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 Company dated the 12th day of October, 2021.

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.4717257 Dated October 9, 2021 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.

Grove Street, Falmouth

Northerly from new handhole 304/4A at base of pole 304/4, to install approximately 30' (feet) of conduit

One (1) 30' Conduit
One (1) Handhole #304/4A

I hereby certify that the foregoing order was adopted at a meeting of the Select Board of the Town of Falmouth, Massachusetts held on the 22nd day of November 2021.



Clerk of Select Board

_____, Massachusetts _____ 2021.

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

Attest:

Town Clerk

We hereby certify that on November 18, 2021, at 2:00 o'clock,
P M. at Falmouth Town Hall 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 Company is permitted to install underground cables, conduits, manholes and fixtures under said order. And that thereupon said order was duly adopted.

Select Board for the Town of
Falmouth, 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 Falmouth, Massachusetts, on the _____ day of _____ 2021, 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.

55 GROVE ST 04A 01 000 008
BYRNE TRUSTEE STEPHEN J LUC: 101
BYRNE TRUSTEE SUSAN E
55 GROVE ST
NORTH FALMOUTH. MA 02558

0 GROVE ST 04A 04 000 020A
FALMOUTH TOWN OF LUC: 930
69 TOWN HALL SQ
FALMOUTH. MA 02540-2761

50 GROVE ST 04A 05 000 022
GROVE60 LLC LUC: 101
38 BADGER CIR
MILTON. MA 02186

31 WEST AVE 04A 05 000A 021
LUDDY MAUREEN F LUC: 101
LUDDY MEREDITH
30 PHEASANT RUN
EAST BRIDGEWATER. MA 02333

53 GROVE ST 04A 01 000 007
MORRISSEY PATRICK J LUC: 101
MORRISSEY NICOLE D
7 SADDLE HILL RD
SOUTHBOROUGH. MA 01772

29 WEST AVE 04A 05 000B 024A
WALKER TRUSTEE ELIZABETH LUC: 101
WIGHT REALTY NOMINEE TRUST
5 WIGHT LN
WESTWOOD. MA 02090-2233



TOWN OF FALMOUTH

Office of the Town Manager & Select Board

59 Town Hall Square, Falmouth, Massachusetts 02540

Telephone (508) 495-7320

Fax (508) 457-2573

PUBLIC HEARING NOTICE

You are hereby notified that a hearing will be held at Falmouth Town Hall in the Small Conference Room at 2:00 p.m. on Thursday, November 18, 2021, upon the petition of NSTAR Electric Company d/b/a Eversource Energy to install approximately 30' feet of conduit and cable under town road east of West Avenue and to install (1) new handhole labeled 304/4A in public ROW on side of road. This work is to be done to provide electric service to #57 Grove Street, Falmouth.

Per Order of the Falmouth Select Board

Publication Date: Friday, November 5, 2021, Falmouth Enterprise

together se years in this ahead face-off Athletic re going anding y times ew York at we're ve spirit ayers in ue have ther for l friends. ng have y years, different gar said. There's veen the to know

and Joe Bucchiano and Bruce MacRae and Russ Ottey suffered close losses.

Last weekend, pairs Doug Rugh and Kevin Pease, Joe Bucchiano and Jeff Vivian, and Roy Heffernan and Joe Higgins played on courts one, two, and three, respectively. The team's hopes of surprising their friendly opponents from the Mid-Cape club with a few tricks up their sleeve were successful, but overall fell short of producing a win. Still, Mr. Sugar said he considers their team to be a strong underdog in the league.

"Both teams have mentioned that they've been surprised with how strong we've become as a team," he said.

The team will take on the Outer Cape club again on Saturday, November 13, at 1:30 PM at the Falmouth Sports Center.

fiction

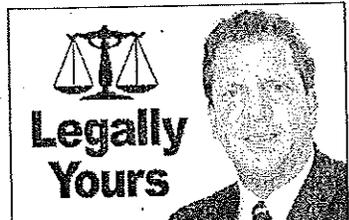
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all 9

ire an oposed

gement's he proposed : south of :d on Nov. 1, etings will be

https:// ber, webinar e public arching for.



by Christopher G. Leberherz Attorney at Law

WHEN EVICTION IS NECESSARY

As a business owner, serving an eviction notice is not something most landlords derive any pleasure from, but occasionally rental situations can become untenable, and they are forced to do so. An eviction notice is not to be confused with a "termination of lease" notice (though it may follow one), and it is required by law to be served in order to begin the eviction process. Although there are a few states that do not require it, eviction notices must usually include the reason or "just cause" for the eviction, and the laws regarding these reasons differ from state to state. Most often the cause is late payments of rents, violations or termination of the lease, or severe property damage.

You may wish to consult with an estate planning attorney when you create your trust agreement. I can help you with everything that comes along with estate planning and craft a plan that lists your specific needs and intentions. To learn more about setting up a family trust, please call **LEBERHERZ & LEBERHERZ, Attorneys at Law, at**

Department To cover their costs within the 40-50

Legal Notices

PUBLIC HEARING NOTICE

You are hereby notified that a hearing will be held at Falmouth Town Hall in the Small Conference Room at 2:00 p.m. on Thursday, November 18, 2021, upon the petition of NSTAR Electric Company d/b/a Eversource Energy to install approximately 30' feet of conduit and cable under town road east of West Avenue and to install (1) new handhole labeled 304/4A in public ROW on side of road. This work is to be done to provide electric service to #57 Grove Street, Falmouth.

Per Order of the Falmouth Select Board

November 5, 2021

Falmouth Zoning Board of Appeals Notice of Public Hearing for December 2, 2021

Notice is hereby given of the following Public Hearing @ 6:30pm and Open Meeting in the Selectmen's Meeting Room, Town Hall on Thursday December 2, 2021

Continuation(s)
#074-21 Falmouth Boatyard LLC, 550 East Falmouth Highway, East Falmouth

Application # 092-21 Robert L. and Stephanie S. Mastrolanni, et al. c/o Victoria Dalmas, Esq.: Filed an appeal with the Falmouth Town Clerk pursuant to M.G.L. c. 40A § 8 & 15 and (240-202 of the Code of Falmouth) appealing the Interim Building Commissioner / Zoning Enforcement Officer's determination. The subject property is 113 Lakeview Avenue, Falmouth, MA. Application # 095-21 John W. Corbett: Applied to the Zoning Board of Appeals for a special permit pursuant to section(s) 240-3 C. and 240-69 E. of the Code of Falmouth to remove the existing detached garage and construct a pool increasing lot coverage by structures on subject property known as 66 Allen Avenue, Falmouth, Ma.

Application # 096-21 Donald E. Cross, II and Frances M. Cross: Applied to the Zoning Board of Appeals for a special permit pursuant to section(s) 240-38 I. and 240-68 A(B) of the Code of Falmouth to construct a detached accessory apartment in the front yard, more than 50' from the front property line on subject property known as 428 Blacksmith Shop Road, West Falmouth, Ma.

Application # 097-21 Timothy J. and Jennifer C. Doonan: Applied to the Zoning Board of Appeals for a special permit pursuant to section(s) 240-3 C. and 240-69 E. of the Code of Falmouth to remove the existing garage and construct an attached garage with habitable space above, increasing lot coverage by structures on subject property known as 12 Worcester Avenue, Falmouth, Ma.

Files are available in the Board of Appeals Office at Town Hall for review by interested parties.

November 5, 12, 2021

TOWN OF FALMOUTH NOTICE OF PUBLIC HEARING Wild Harbor Road Speed Limit

In accordance with the provisions of G.L. Ch. 90, s. 18, the Select Board of the Town of Falmouth will hold a public hearing on Monday, November 22, 2021 at 7:30 PM in the Select Board meeting

regulation is consistent with the public interest.

Douglas G. Brown, Chair
Falmouth Select Board

November 5, 2021

LEGAL ADVERTISEMENT TOWN OF FALMOUTH REQUEST FOR QUALIFICATIONS ARCHITECTURAL SERVICES FOR EDWARD MARKS FIRST FLOOR RENOVATION

The Chief Procurement Officer of the Town of Falmouth (Owner), at the direction of the Town Manager, hereby requests the submittal of qualifications from qualified professional firms for design development, construction documents and construction administration services for the renovation of the first floor of the historic Edward Marks Building at 744 Main Street. The design fee shall be negotiated.

This solicitation is being conducted in accordance with the provisions of Massachusetts General Laws (MGL) Chapter 7C, Sections 44 - 59. All contracts must be strictly awarded in accordance with the requirements of MGL Ch. 7C Sections 44 - 59 and this Request for Qualifications (RFQ). If it becomes necessary to revise any part of this RFQ or otherwise provide additional information, an addendum will be issued to all prospective proposers who received copies of the original request. Qualifications are due on December 6, 2021 at 2:00 p.m. in the office of the Town Manager, 59 Town Hall Square, Town of Falmouth, MA 02540-2777. Qualifications will be opened and read immediately following closing time and will not be public. Contract will be awarded within approximately 30 days. Specifications and required forms are available on the Town of Falmouth Website, <http://www.falmouthmass.us/bids.aspx> beginning. Contact: Assistant Town Manager peter.johnson-staub@falmouthma.gov. All Qualifications must be received in a sealed envelopes properly marked prior to the Qualification due date and time. The Town of Falmouth reserves the right to reject any or all Qualifications when it deems it to be in the best interest of the Town.

November 5, 2021

TOWN OF FALMOUTH PUBLIC HEARING NOTICE REMOVAL OF PUBLIC SHADE TREES

In accordance to Massachusetts General Laws Chapter 87, a Public Hearing will be held by the Falmouth Select Board on Monday, November 8, 2021 at 7:30 p.m. in the Select Board meeting room, Town Hall, 59 Town Hall Square, Falmouth, MA to consider the removal of the following public trees:

187 Central Avenue: Removal of two (2) Acer platanoides (Norway maple) - Size (DBH 15" & 14").

Reason: Entrance for new development.

The trees identified above have been posted for public inspection. Any objections to their removal must be submitted in writing to the Tree Warden prior to or during the hearing. The mailing address for the Tree Warden is Department of Public Works, Town of Falmouth, 416 Gifford Street, Falmouth, MA 02540. Email: jeremiah.pearson@falmouthma.gov. Phone: 508-457-

SUMMARY OF ACTIONS

2. Administrative Orders

- b. Vote to Adopt an Order of Taking Winthrop Drive (east side) as authorized by November 2021 Town Meeting

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS

**TOWN OF FALMOUTH
SELECT BOARD**

**ORDER OF TAKING
FOR THE LAYOUT OF
Winthrop Drive (East Side)**

We, , Douglas C. Brown, Nancy R. Taylor, Samuel H. Patterson, Megan English Braga and Onjalé Scott Price, as duly elected and qualified members of the SELECT BOARD of the Town of Falmouth, acting for and on behalf of said town, under the provisions of Chapters 79 and 82 of the Massachusetts Laws and in accordance with the provisions of Article 21 of the Town Meeting held in said Falmouth on November 15, 2021 (a copy of which is annexed hereto as **Exhibit A**), and by virtue of every other power, having complied with all preliminary requirements prescribed by law, **DO HEREBY ADOPT AND DECREE THIS ORDER OF TAKING** and do hereby take by eminent domain for public purposes, an easement for the layout of **Winthrop Drive (East Side)**, as a town way in the land described herein.

I. DESCRIPTION. The descriptions are set forth in **Exhibit B** attached hereto. See also plans recorded herewith.

II. INTEREST TAKEN. An easement for all purposes for which roads and ways are commonly used in the Town of Falmouth, including all drainage, slope and turning easements as shown on said plans. This taking shall not disturb any existing easements of record to public utility companies nor claim any interest in the personal property of said utility companies.

III. NAMES OF OWNERS. A list is attached hereto as **Exhibit C**.

IV. PURPOSE. For the laying out of **Winthrop Drive (East Side)** as a Town way.

V. DAMAGES AWARDED. None.

VI. TREES AND STRUCTURES. Trees and structures, including any streetlights, are not included in the taking and may remain undisturbed. Periodic pruning of trees will be permitted to prevent encroachment into the layout or other hazards.

VII. BETTERMENTS ASSESSED. This taking was made under the Betterment Act and the abutting property owners have been assessed by the Select Board 100% of the cost of the improvements to be made or **\$15,565** per lot eligible for betterment as listed in **Exhibit D** attached hereto.

Any party claiming to have been damaged by said taking may file a complaint for assessment of damages in the Superior Court within three (3) years from the date of the right to damages becomes vested.

IN WITNESS WHEREOF, the said Town of Falmouth has caused its corporate seal to be affixed hereto and these present to be executed by its Select Board, duly authorized this 22nd day of November 2021.

**TOWN OF FALMOUTH
By its SELECT BOARD**

Douglas C. Brown, Chair

Nancy R. Taylor, Vice Chair

Samuel H. Patterson

Megan English Braga

Onjalé Scott Price

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

, 2021

Then appeared Douglas C. Brown, Chair of the Falmouth Select Board and acknowledged that the foregoing instrument is her free act and deed.

Notary Public

My Commission Expires: _____

EXHIBIT A
ARTICLE 21
AND THE VOTE THEREON AT
THE ANNUAL TOWN MEETING
CONVENED IN FALMOUTH, MASSACHUSETTS
NOVEMBER 16, 2021

ARTICLE 21: To see if the Town will vote to accept the doings of the Select Board in the laying out of Winthrop Drive (east side) from Seacoast Shores Blvd. to Edgewater Drive East a distance of 726 ft. and width of 40 ft. according to plans on file with the Town Clerk for taking as a public way under the Betterment Act, or do or take any other action on the matter. On request of the Select Board.

VOTED: By a declared two thirds majority vote, a quorum being present on Tuesday, November 16, 2021 the Town voted Article 21 as printed.

A TRUE COPY ATTEST


MICHAEL PALMER, TOWN CLERK
FALMOUTH, MASSACHUSETTS

Exhibit B
Written Description for
Winthrop Drive (East Side)
Metes and Bounds Description

WINTHROP DRIVE – EAST

- POB At the most northerly and westerly corner of Winthrop Drive East and the easterly side line of Seacoast Shores Boulevard, said corner being N 28°-30'-20" E, 247.82 feet from a concrete bound (held) at the most northerly and westerly corner of Ellsworth Drive and easterly sideline of Seacoast Shores Boulevard.
- Thence S 70°-50'-40" E, 719.75 feet to the most northerly and easterly corner of Winthrop Drive East and the westerly sideline of Edgewater Drive East.
- Thence by a curve to the right with a radius of 660.00 feet and a length of 40.24 feet, a chord direction of S 12°-55'-46" W, and a chord distance of 40.24 feet to the most southerly and easterly corner of Winthrop Drive East and the westerly sideline of Edgewater Drive East.
- Thence N 70°-50'-40" W, 730.70 feet to the most southerly and westerly corner of Winthrop Drive East and the westerly sideline of Seacoast Shores Boulevard.
- Thence N 28°-30'-20" E, 40.54 feet to the POB.

Winthrop Drive East is predominately a 40 foot wide layout.

Winthrop Drive West is approximately 726 feet in length.

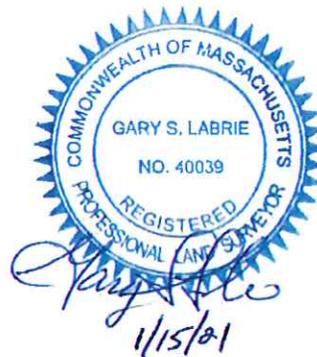
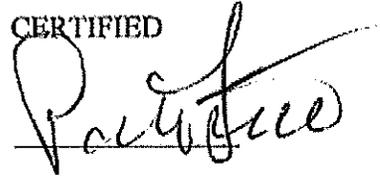


Exhibit C
Certified Abutters List

WINTHROP DR EAST

CERTIFIED

A handwritten signature in black ink, appearing to read "Patricia Favulli", written over a horizontal line.

Patricia A Favulli
Director of Assessing
Town of Falmouth
April 6, 2021

67 WINTHROP DR BALLO JR TRUSTEE STEPHEN S BALLO FAMILY TRUST PO BOX 307 E FALMOUTH, MA 02538	41 03 000K 057 LUC: 101	54 WINTHROP DR LE TAM PHAN TAN 79 SILVER BROOK RD MILTON, MA 02188	41 03 000K 088 LUC: 101
65 WINTHROP DR BERARDI GINO P BERARDI VIRGINIA G 16 HIGH ST CANTON, MA 02021-3809	41 03 000K 058 LUC: 101	48 WINTHROP DR MACDONALD PATRICK MACDONALD NANCY 48 WINTHROP DR EAST FALMOUTH, MA 02538	41 03 000K 085 LUC: 101
66 WINTHROP DR BRAUNEIS TRUSTEE INGBORG BRAUNEIS TRUSTEE ALAN A 546 FISHER ST WALPOLE, MA 02081	41 03 000K 091 LUC: 101	245 EDGEWATER DR EAST MARATHAS DONNA H 245 EDGEWATER DR E E FALMOUTH, MA 02538-8679	41 03 000K 074 LUC: 101
49 WINTHROP DR CORBETT CHRISTOPHER J CORBETT EILEEN M 41 HEMLOCK DR NORWELL, MA 02061	41 03 000K 062 LUC: 101	71 WINTHROP DR MARTINO TRUSTEE CHERYL L MARTINO BARNSTABLE COUNTY TR 43 DOWNEY ST WATERTOWN, MA 02472	41 03 000K 056 LUC: 101
58 WINTHROP DR CROCKER ELIZABETH CROCKER ROBERT 15 BALD PATE RD GEORGETOWN, MA 01833	41 03 000K 089 LUC: 101	53 WINTHROP DR MEKELATOS SHARON A PO BOX 3523 WAQUOIT, MA 02536-3523	41 03 000K 061 LUC: 101
61 WINTHROP DR DANIELS TIMOTHY E ZHANG LI 319 TURNPIKE ST SOUTH EASTON, MA 02375	41 03 000K 059 LUC: 101	70 WINTHROP DR SAEGH TRUSTEE LAURA SAEGH TRUSTEE JOSEPH 3 MILL POND LN NORWOOD, MA 02062-1913	41 03 000K 092 LUC: 101
62 WINTHROP DR ELIOT STEVEN S ELIOT SHARI 300 MERCER ST #27D NEW YORK, NY 10003	41 03 000K 090 LUC: 101	50 WINTHROP DR SCIORTINO KATHERINE L 65 WELLINGTON AVE LOWELL, MA 01852-4232	41 03 000K 087 LUC: 101
44 WINTHROP DR FERGUSON TRUSTEE DUNCAN FERGUSON TRUSTEE GAIL A 44 WINTHROP DR E FALMOUTH, MA 02538	41 03 000K 085 LUC: 101	45 WINTHROP DR SHERMAN GARY D SHERMAN LINDA PO BOX 883 MEDFIELD, MA 02052	41 03 000K 033 LUC: 101
264 SEACOAST SHORES BLVD GUSHUE DENISE 77 ELLSWORTH DR E FALMOUTH, MA 02538	41 03 000K 064 LUC: 101	253 EDGEWATER DR EAST SWANSON PAUL A SWANSON CATHERINE M 180 VERNON ST NORWOOD, MA 02062-2108	41 03 000K 055 LUC: 101
57 WINTHROP DR HINDS MICHELLE A PO BOX 747 EAST FALMOUTH, MA 02538	41 03 000K 080 LUC: 101		

WINTHROP DR EAST

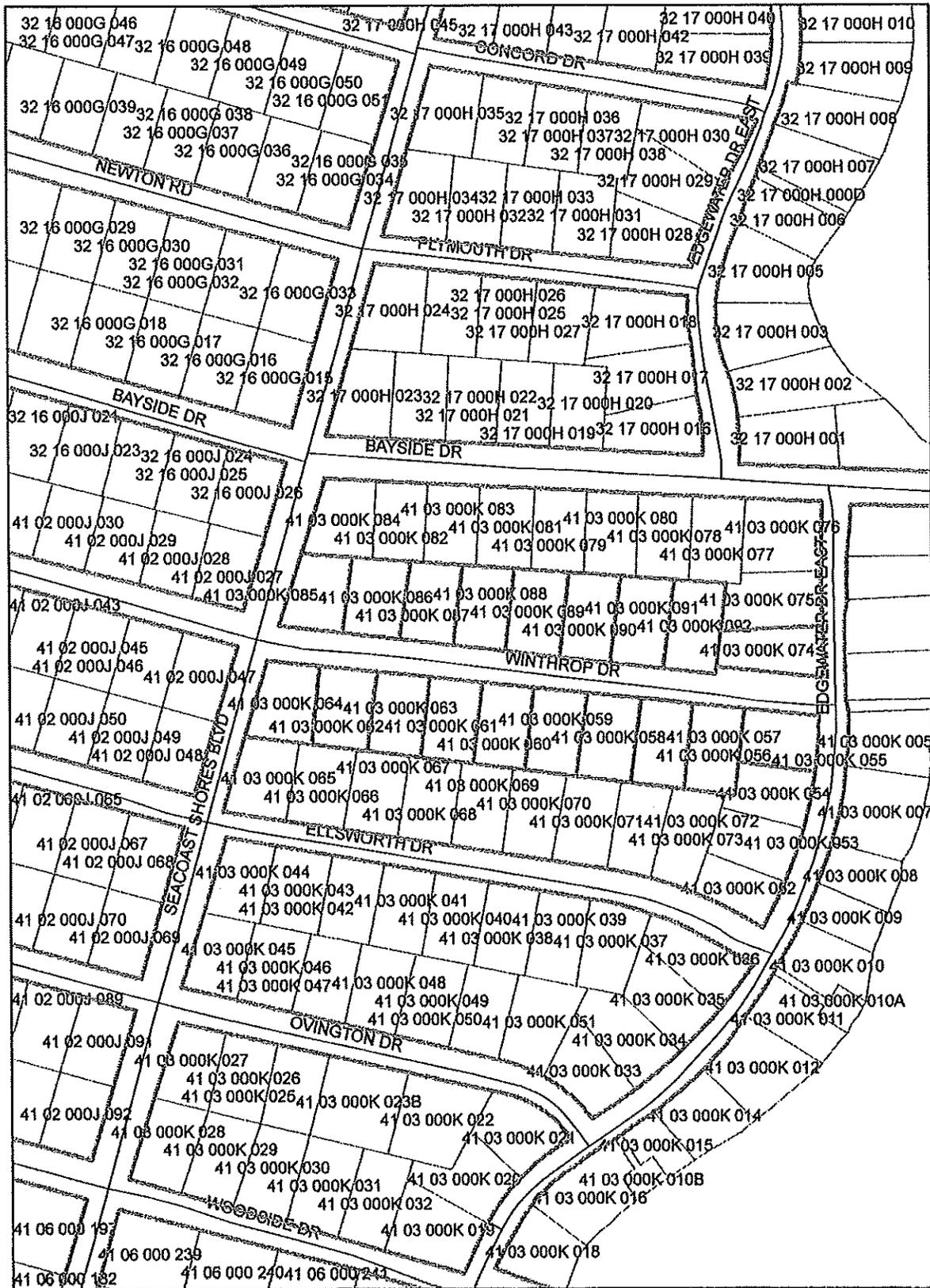


Exhibit D
List of Betterments

Estimated cost: \$264,600
 Lots eligible for betterment: 17
 Estimated cost per lot: \$15,565

Address	Parcel ID	Deed Reference		Owner	Betterment Estimate
		Book	Page		
44 Winthrop Dr	41 03 000K 085	9775	140	Ferguson Trustee Duncan Ferguson Trustee Gail A	\$15,565
45 Winthrop Dr	41 03 000K 063	21272	290	Sherman Gary D Sherman Linda	\$15,565
48 Winthrop Dr	41 03 000K 086	23016	225	MacDonald Patrick MacDonald Nancy	\$15,565
49 Winthrop Dr	41 03 000K 062	32809	326	Corbett Christopher J Corbett Eileen M	\$15,565
50 Winthrop Dr	41 03 000K 087	24389	69	Sciortino Katherine L	\$15,565
53 Winthrop Dr	41 03 000K 061	23075	147	Mekelatos Sharon A	\$15,565
54 Winthrop Dr	41 03 000K 088	33712	288	Le Tam	\$15,565
57 Winthrop Dr	41 03 000K 060	30718	51	Hinds Michelle A	\$15,565
58 Winthrop Dr	41 03 000K 089	33327	36	Crocker Elizabeth Crocker Robert	\$15,565
61 Winthrop Dr	41 03 000K 059	27095	147	Daniels Timothy E Zhang Li	\$15,565
62 Winthrop Dr	41 03 000K 090	25472	293	Eliot Steven S Eliot Shari	\$15,565
65 Winthrop Dr	41 03 000K 058	13790	334	Berardi Gino P Berardi Virginia G	\$15,565
66 Winthrop Dr	41 03 000K 091	7056	103	Brauneis Trustee Ingeborg Brauneis Trustee Alan A	\$15,565
67 Winthrop Dr	41 03 000K 057	32004	343	Ballo Jr Trustee Stephen S Ballo Family Trust	\$15,565
70 Winthrop Dr	41 03 000K 092	28160	123	Saegh Trustee Laura Saegh Trustee Joseph	\$15,565
71 Winthrop Dr	41 03 000K 056	28269	3	Martino Trustee Cheryl L Martino Barnstable County Tr	\$15,565
245 Edgewater Dr E	41 03 000K 074	12993	181	Marathas Donna H	\$0
253 Edgewater Dr E	41 03 000K 055	13148	333	Swanson Paul A Swanson Catherine M	\$0
264 Seacoast Shores Blvd	41 03 000K 064	31667	94	Gushue Denise	\$15,565

Total Estimate: \$264,600

SUMMARY OF ACTIONS

2. Administrative Orders

- c. Approve Grant of License to Nandu J. Marketkar & Jean M. Marketkar to maintain encroachments onto Grand Avenue at 159 Grand Avenue, Falmouth

AMENT KLAUER LLP

Attorneys at Law
39 Town Hall Square
Falmouth, MA 02540

Robert H. Ament, Esq.
Kevin P. Klauer II, Esq.
Matthew M. Terry, Esq.



September 20, 2021

Julian M. Suso, Town Manager
Town of Falmouth
59 Town Hall Square
Falmouth, MA 02540

RE: Request for License to maintain encroachments onto Grand Avenue, Falmouth

Dear Mr. Suso:

Our office represents Nandu J. Marketkar & Jean M. Marketkar, the owners of 159 Grand Avenue. They recently obtained a special permit to allow for alterations to the nonconforming dwelling on the property from the Zoning Board of Appeals. In preparing the site plan for the property, it was determined that the existing cobblestone apron, a portion of the walkway and certain landscaping elements along the eastern edge of the property encroach slightly onto the road layout. The Engineering Department has suggested that the Marketkars seek a license from the Town.

I have prepared the enclosed draft Agreement to Grant Revocable License. Attached to the proposed license is a plan showing the encroachments. I assume you will send it to Jim McLoughlin and to Frank Duffy to review. If they have any suggestions or requirements regarding the document, they are welcome to contact me. If the document is satisfactory, would you please put the matter of the grant of the license on the Selectmen's agenda and notify me accordingly.

Thanks very much for your consideration of this request. Please contact me with any questions or concerns.

Very truly yours,

Kevin P. Klauer II

Enclosure

GRANT OF REVOCABLE LICENSE

Licensor: The Town of Falmouth

Licensee: Nandu J. Marketkar & Jean M. Marketkar

This Grant of License ("License") concerns a portion of the retaining wall on the property known as and numbered 159 Grand Avenue (Falmouth Assessor's Parcel 46B 29 017 133) in the Town of Falmouth, Barnstable County, Massachusetts, hereinafter referred to as "the Premises," as shown on the plan attached hereto labeled as "Project: 159 Grand Avenue Falmouth, Massachusetts; Drawing Title: Attachment Sketch" dated September 10, 2021, prepared by Cape & Islands Engineering ("the Exhibit Drawing").

Background Statement: The licensees, recently obtained a special permit from the Zoning Board of Appeals. In doing so, it was determined that the cobblestone apron, a portion of the walkway and certain landscaping elements along the eastern boundary of the property encroach into the street layout of Grand Avenue. The licensees, for themselves and their successors and assigns, wish to maintain the cobble apron, walkway and landscaping as currently constituted. The Town of Falmouth is willing to allow the cobble apron, walkway and landscaping elements all to remain as is within the layout of Grand Avenue, subject to the terms and conditions of this Grant of Revocable License.

Now, therefore, the Town of Falmouth ("Licensor" or "Town"), a Municipal Corporation and political subdivision of the Commonwealth of Massachusetts having its usual place of business at 59 Town Hall Square, Falmouth, Barnstable County, Massachusetts, acting by and through its duly elected Board of Selectmen, in consideration of One Dollar (\$1.00) and of the covenants contained herein, does hereby grant to Nandu J. Marketkar & Jean M. Marketkar ("Licensee"), of 159 Grand Avenue, Falmouth, MA 02540, and to their successors and assigns while this License remains in effect (subject always to the Town's right of revocation), a license to maintain the cobble apron, walkway and landscaping elements as are within the layout of Grand Avenue, a Town road, on the following terms and conditions:

- a. Any portion of the cobble apron, walkway and landscaping elements within the layout of Grand Avenue shall be maintained by the Licensee, at its expense.
- b. This license is revocable by the Board of Selectmen at any time when they deem it appropriate to revoke the same in the best interest of the Town of Falmouth and/or public convenience, safety and needs. The Town may revoke this license by sending a notice to Licensee, its successors or assigns at the above-referenced property address (or such other address as real estate tax bills for the Premises are sent by the Town) and by thereafter within a reasonable time recording a Notice of Revocation of License in the Barnstable County Registry of Deeds;
- c. Upon such revocation, the Licensee, its successors and assigns shall, if and when directed by the Board of Selectmen, remove said wall from within the Town layout;

- d. If the Licensee, its successors and assigns, fails to remove said wall upon reasonable notice, being not less than three (3) months, all expenses of the Town to do same or have the same done or any expenses arising from the failure to comply with this License, including attorney's fees, costs and expenses and contractor fees shall be paid by the Licensee, its successors and assigns to the Town upon demand, and if not so paid, shall, upon the recording of a Notice thereof in the Registry of Deeds constitute a lien on the Premises, without limiting any other rights of the Town;
- e. Until such revocation, this License shall continue to run with the land;
- f. The Licensee, its successors and assigns shall be forever obligated to indemnify, defend and hold harmless the Town of Falmouth, its agents, officers, officials and employees for any and all claims, actions, suits, or demands for personal injury or property damage arising out a portion of the wall being located within the Town layout.
- g. The terms, conditions, agreements and covenants contained herein shall be binding on the Licensee, its successors and assigns. Should the Premises be established as a condominium under General Laws Chapter 183A, the wall within the boundaries of the Premises shall be part of the common elements thereof, and all obligations of Licensee hereunder shall be assumed by the condominium trust or association of unit owners.
- h. For title to the Premises, see deed recorded at the Barnstable County Registry of Deeds in Book 13783, Page 173.
- i. This document shall be recorded at Licensee's expense at the Barnstable County Registry of Deeds.

In witness whereof, the seal of the Town of Falmouth is affixed hereto and these presents executed and delivered in its name and behalf by its Board of Selectmen, hereto duly authorized this ___ day of _____, 2021.

BOARD OF SELECTMEN OF
THE TOWN OF FALMOUTH, LICENSOR

*Approved as to form:
Frank Claffey T.C.*

Douglas C. Brown, Chair

Nancy R. Taylor, Vice Chair

Samuel H. Patterson

Megan English Braga

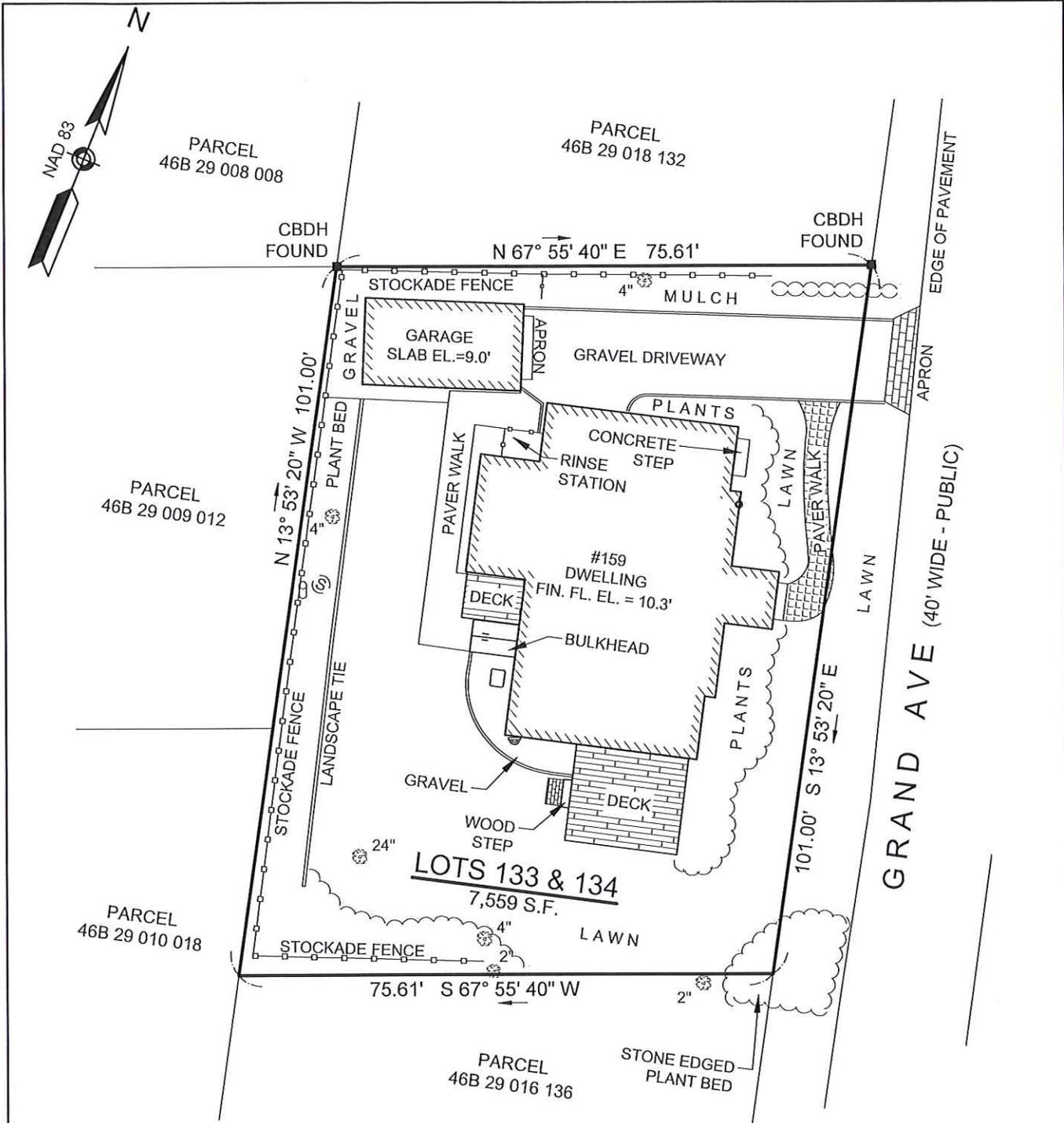
Onjalé Scott-Price

COMMONWEALTH OF MASSACHUSETTS

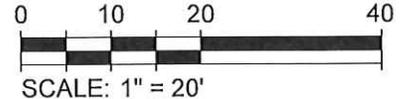
Barnstable, ss

On this ___ day of _____, 2021, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification, which was _____, and 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.

Notary Public:
My commission expires:



OWNER'S NAME:
 NANDU J. MARKETKAR AND JEAN M. MARKETKAR
 DEED REFERENCE: BOOK 13783, PAGE 173



PROJECT: 159 GRAND AVENUE FALMOUTH, MASSACHUSETTS		DRAWING TITLE: ATTACHMENT SKETCH	
		SHEET NO.: 1 OF 1	DATE: NOV. 5, 2021
508.477.7272 PHONE 508.477.9072 FAX SUMMERFIELD PARK - 800 FALMOUTH ROAD - SUITE 301C - MASHPEE, MA 02649		ASSESSORS INFORMATION: MAP 46B-29-017-133	
		DRAWN BY: JVB	CHECKED BY: MC

SUMMARY OF ACTIONS

2. Administrative Orders

- d. Approve Grant of License to Aspen Holdings, LLC to maintain encroachments at 203 Walker Street, Falmouth

LICENSE APPLICATION REVIEW

Restaurant/Business: Aspen Holdings LLC

Address: 203 Walker Street Falmouth

License Type: Grant of License

New or Transfer of License _____

or

Change of License _____

Conservation No comments

Engineering No further comment

NOTES:

AMENT KLAUER LLP

Attorneys at Law
39 Town Hall Square
Falmouth, MA 02540

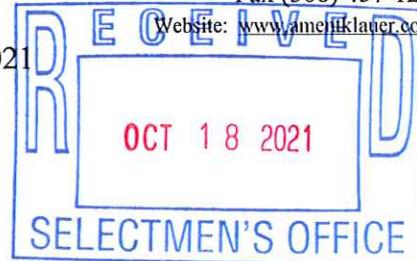
Robert H. Ament, Esq.
Kevin P. Klauer II, Esq.
Matthew M. Terry, Esq.

Telephone (508) 540-6555

Fax (508) 457-1293

Website: www.amentklauer.com

October 17, 2021



Julian M. Suso, Town Manager
Town of Falmouth
59 Town Hall Square
Falmouth, MA 02540

RE: Request for License to maintain encroachments onto Walker Street, Falmouth

Dear Mr. Suso:

Our office is assisting Aspen Holdings LLC, the owner of 203 Walker Street. They recently submitted an application for a building permit for renovations to the property. In preparing the site plan for the property, it was determined that the existing stonewall at the front of the property encroaches slightly onto the road layout. The Building Department has suggested that the owner seeks a license from the Town.

I have prepared the enclosed draft "Agreement to Grant Revocable License". Attached to the proposed license is a plan showing the encroachment. I assume you will send it to Jim McLoughlin and to Frank Duffy to review. If they have any suggestions or requirements regarding the document, they are welcome to contact me. If the document is satisfactory, would you please put the matter of the grant of the license on the Selectmen's agenda and notify me accordingly.

Thanks very much for your consideration of this request. Please contact me with any questions or concerns.

Very truly yours,

Kevin P. Klauer II

Enclosure

GRANT OF REVOCABLE LICENSE

Licensor: The Town of Falmouth

Licensee: Aspen Holdings LLC

This Grant of License ("License") concerns a portion of the stone wall on the property known as and numbered 203 Walker Street (Falmouth Assessor's Parcel 47 04 002 000) in the Town of Falmouth, Barnstable County, Massachusetts, hereinafter referred to as "the Premises," as shown on the plan attached hereto labeled as "Project: 203 Walker Street, Falmouth, Massachusetts; Drawing Title: Attachment Sketch" dated October 1, 2021, prepared by Cape & Islands Engineering ("the Exhibit Drawing").

Background Statement: The licensees, recently obtained a plan of the property which revealed that the stone wall on the southeastern side of the property encroaches into the street layout of Walker Street. The licensees, for themselves and their successors and assigns, wish to maintain the stone wall as currently constituted. The Town of Falmouth is willing to allow the stone wall to remain as is within the layout of Walker Street, subject to the terms and conditions of this Grant of Revocable License.

Now, therefore, the Town of Falmouth ("Licensor" or "Town"), a Municipal Corporation and political subdivision of the Commonwealth of Massachusetts having its usual place of business at 59 Town Hall Square, Falmouth, Barnstable County, Massachusetts, acting by and through its duly elected Board of Selectmen, in consideration of One Dollar (\$1.00) and of the covenants contained herein, does hereby grant to Aspen Holdings LLC ("Licensee"), the owner of 203 Walker Street, Falmouth, MA 02540, and to their successors and assigns while this License remains in effect (subject always to the Town's right of revocation), a license to maintain the cobble apron, walkway and landscaping elements as are within the layout of Walker Street, a Town road, on the following terms and conditions:

- a. Any portion of the stone wall within the layout of Walker Street shall be maintained by the Licensee, at its expense.
- b. This license is revocable by the Board of Selectmen at any time when they deem it appropriate to revoke the same in the best interest of the Town of Falmouth and/or public convenience, safety and needs. The Town may revoke this license by sending a notice to Licensee, its successors or assigns at the above-referenced property address (or such other address as real estate tax bills for the Premises are sent by the Town) and by thereafter within a reasonable time recording a Notice of Revocation of License in the Barnstable County Registry of Deeds;
- c. Upon such revocation, the Licensee, its successors and assigns shall, if and when directed by the Board of Selectmen, remove said wall from within the Town layout;

- d. If the Licensee, its successors and assigns, fails to remove said wall upon reasonable notice, being not less than three (3) months, all expenses of the Town to do same or have the same done or any expenses arising from the failure to comply with this License, including attorney's fees, costs and expenses and contractor fees shall be paid by the Licensee, its successors and assigns to the Town upon demand, and if not so paid, shall, upon the recording of a Notice thereof in the Registry of Deeds constitute a lien on the Premises, without limiting any other rights of the Town;
- e. Until such revocation, this License shall continue to run with the land;
- f. The Licensee, its successors and assigns shall be forever obligated to indemnify, defend and hold harmless the Town of Falmouth, its agents, officers, officials and employees for any and all claims, actions, suits, or demands for personal injury or property damage arising out a portion of the wall being located within the Town layout.
- g. The terms, conditions, agreements and covenants contained herein shall be binding on the Licensee, its successors and assigns. Should the Premises be established as a condominium under General Laws Chapter 183A, the wall within the boundaries of the Premises shall be part of the common elements thereof, and all obligations of Licensee hereunder shall be assumed by the condominium trust or association of unit owners.
- h. For title to the Premises, see deed recorded at the Barnstable County Registry of Deeds in Book 24405, Page 154.
- i. This document shall be recorded at Licensee's expense at the Barnstable County Registry of Deeds.

In witness whereof, the seal of the Town of Falmouth is affixed hereto and these presents executed and delivered in its name and behalf by its Board of Selectmen, hereto duly authorized this ___ day of _____, 2021.

BOARD OF SELECTMEN OF
THE TOWN OF FALMOUTH, LICENSOR

Approved as to form:
Frank Duff, T.C.

Douglas C. Brown, Chair

Nancy R. Taylor, Vice Chair

Samuel H. Patterson

Megan English Braga

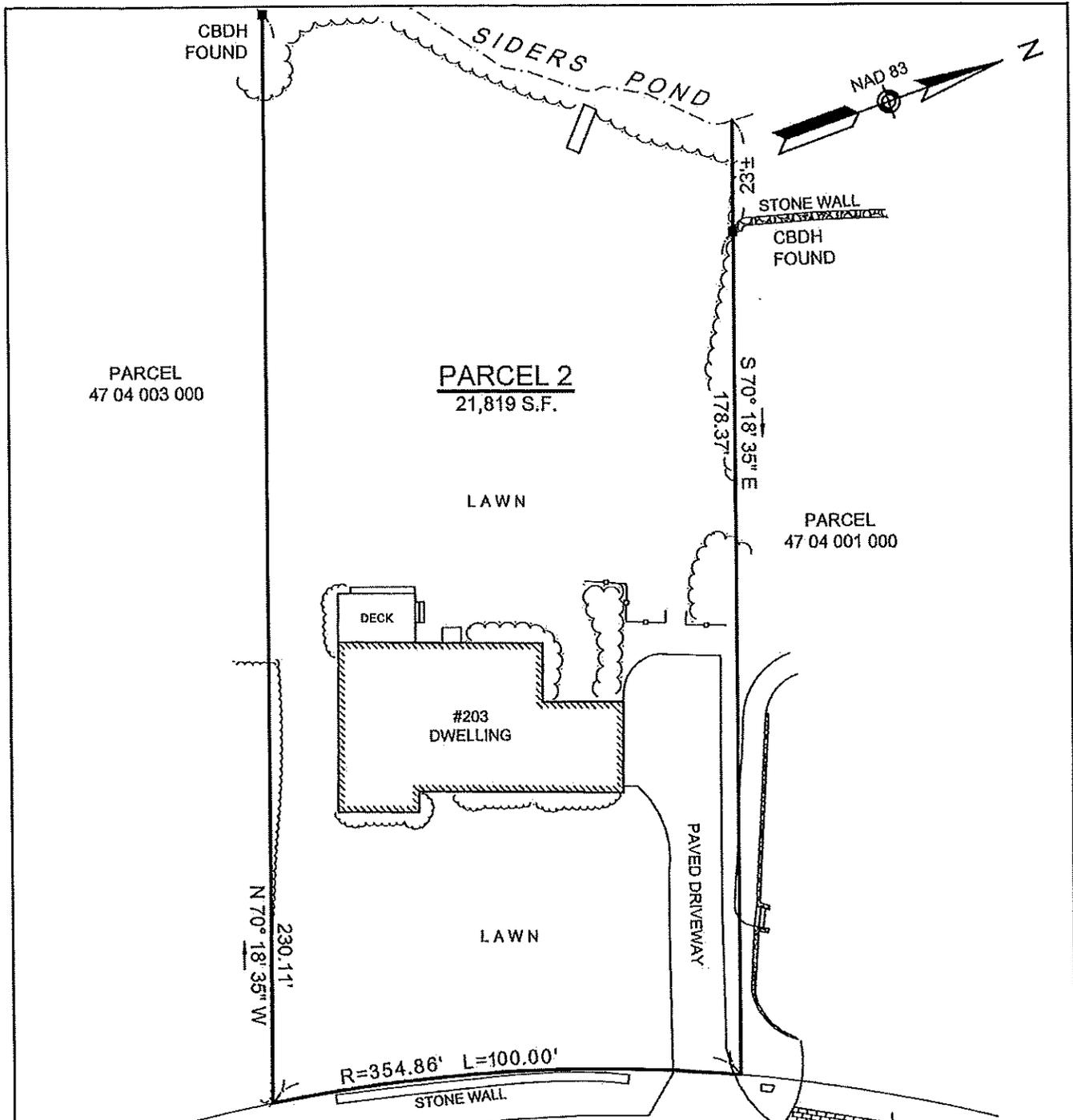
Onjalé Scott-Price

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

On this _____ day of _____, 2021, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification, which was _____, and 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.

Notary Public:
My commission expires:

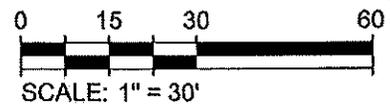


OWNER'S NAME:
ASPEN HOLDINGS LLC

DEED REFERENCE: BOOK 24405, PAGE 154

PARCEL ID NO. 47 04 002 000

WALKER STREET
(40' WIDE - PUBLIC)



PROJECT: 203 WALKER STREET
FALMOUTH, MASSACHUSETTS

DRAWING TITLE:
ATTACHMENT SKETCH

CAPE & ISLANDS
ENGINEERING

508.477.7272 PHONE 508.477.9072 FAX
SUMMERFIELD PARK - 800 FALMOUTH ROAD - SUITE 301C - MASHPEE, MA 02849

SHEET NO.: 1 OF 1 DATE: OCT. 1, 2021

ASSESSORS INFORMATION: MAP 47-04-002-000

DRAWN BY: JVB CHECKED BY: MC

SUMMARY OF ACTIONS

2. Administrative Orders

- e. Approve Grant of License to Sypek Investments, LLC to maintain encroachments at 16 Worcester Avenue, Falmouth

LICENSE APPLICATION REVIEW

Restaurant/Business: Sypek Investments LLC

Address: 16 Worcester Court Falmouth

License Type: Grant of License

New or Transfer of License _____

or

Change of License _____

Conservation _____

Engineering No further comment

. _____

. _____

. _____

. _____

. _____

NOTES:

AMENT KLAUER LLP

Attorneys at Law
39 Town Hall Square
Falmouth, MA 02540

Robert H. Ament, Esq.
Kevin P. Klauer II, Esq.
Matthew M. Terry, Esq.



November 11, 2021

Julian M. Suso, Town Manager
Town of Falmouth
59 Town Hall Square
Falmouth, MA 02540

RE: Request for License to maintain encroachments onto Worcester Avenue and Nantucket Avenue, Falmouth

Dear Mr. Suso:

Our office represents Sypek Investments LLC, the owner of 16 Worcester Avenue. They recently obtained a special permit to allow for alterations to the nonconforming dwelling on the property from the Zoning Board of Appeals. In preparing the site plan for the property, it was determined that the existing cobblestone apron, a portion of the walkway and certain hedges elements along the western and northern boundary of the property encroach slightly onto the road layout of Worcester Avenue and Nantucket Avenue, respectively. The Engineering Department and the Zoning Board of Appeals have required that the applicants seek a license from the Town.

I have prepared the enclosed draft Agreement to Grant Revocable License. Attached to the proposed license is a plan showing the encroachments. I assume you will send it to Jim McLoughlin and to Frank Duffy to review. If they have any suggestions or requirements regarding the document, they are welcome to contact me. If the document is satisfactory, would you please put the matter of the grant of the license on the Selectmen's agenda and notify me accordingly.

Thanks very much for your consideration of this request. Please contact me with any questions or concerns.

Very truly yours,

Kevin P. Klauer II

Enclosure

GRANT OF REVOCABLE LICENSE

Licensor: The Town of Falmouth

Licensee: Sypek Investments LLC

This Grant of License ("License") concerns the hedges and walkways on the property known as and numbered 16 Worcester Avenue (Falmouth Assessor's Parcel 46B 24 09 001) in the Town of Falmouth, Barnstable County, Massachusetts, hereinafter referred to as "the Premises," as shown on the plan attached hereto labeled as "Exhibit A to license hedge & walk at 16 Worcester Avenue Falmouth, Massachusetts" dated November 9, 2021, prepared by BSS Design ("the Exhibit Drawing").

Background Statement: The licensees, recently obtained a special permit from the Zoning Board of Appeals. In doing so, it was determined that the cobblestone apron, a portion of the walkway and certain hedges along the western and northern boundaries of the property encroach into the street layout of Worcester Avenue and Nantucket Avenue, respectively. The licensees, for themselves and their successors and assigns, wish to maintain the cobblestone aprons, walkway and hedges as currently constituted. The Town of Falmouth is willing to allow the cobblestone aprons, walkway and hedges all to remain as is within the layout of Worcester Avenue and Nantucket Avenue, subject to the terms and conditions of this Grant of Revocable License.

Now, therefore, the Town of Falmouth ("Licensor" or "Town"), a Municipal Corporation and political subdivision of the Commonwealth of Massachusetts having its usual place of business at 59 Town Hall Square, Falmouth, Barnstable County, Massachusetts, acting by and through its duly elected Board of Selectmen, in consideration of One Dollar (\$1.00) and of the covenants contained herein, does hereby grant to Sypek Investments LLC ("Licensee"), of 405 Chauncey Avenue N.W., New Philadelphia, OH 44663, and to their successors and assigns while this License remains in effect (subject always to the Town's right of revocation), a license to maintain the cobblestone aprons, walkway and hedges as are within the layout of Worcester Avenue and Nantucket Avenue, being Town roads, on the following terms and conditions:

- a. Any portion of the cobblestone aprons, walkway and hedges within the layout of Worcester Avenue and Grand Avenue shall be maintained by the Licensee, at its expense.
- b. This license is revocable by the Board of Selectmen at any time when they deem it appropriate to revoke the same in the best interest of the Town of Falmouth and/or public convenience, safety and needs. The Town may revoke this license by sending a notice to Licensee, its successors or assigns at the above-referenced property address (or such other address as real estate tax bills for the Premises are sent by the Town) and by thereafter within a reasonable time recording a Notice of Revocation of License in the Barnstable County Registry of Deeds;

- c. Upon such revocation, the Licensee, its successors and assigns shall, if and when directed by the Board of Selectmen, remove said cobblestone aprons, walkways and/or hedges from within the Town layout;
- d. If the Licensee, its successors and assigns, fails to remove said cobblestone aprons, walkways and/or hedges upon reasonable notice, being not less than three (3) months, all expenses of the Town to do same or have the same done or any expenses arising from the failure to comply with this License, including attorney's fees, costs and expenses and contractor fees shall be paid by the Licensee, its successors and assigns to the Town upon demand, and if not so paid, shall, upon the recording of a Notice thereof in the Registry of Deeds constitute a lien on the Premises, without limiting any other rights of the Town;
- e. Until such revocation, this License shall continue to run with the land;
- f. The Licensee, its successors and assigns shall be forever obligated to indemnify, defend and hold harmless the Town of Falmouth, its agents, officers, officials and employees for any and all claims, actions, suits, or demands for personal injury or property damage arising out the cobblestone aprons, walkways and/or hedges being located within the Town layout.
- g. The terms, conditions, agreements and covenants contained herein shall be binding on the Licensee, its successors and assigns. Should the Premises be established as a condominium under General Laws Chapter 183A, the cobblestone aprons, walkways and/or hedges within the boundaries of the Premises shall be part of the common elements thereof, and all obligations of Licensee hereunder shall be assumed by the condominium trust or association of unit owners.
- h. For title to the Premises, see deed recorded at the Barnstable County Registry of Deeds in Book 33724, Page 107 and also the deed recorded with the Land Court division of the Barnstable Registry of Deeds as Document No. 1418298 on Certificate of Title No. 225180.
- i. This document shall be recorded at Licensee's expense at the Barnstable County Registry of Deeds.

In witness whereof, the seal of the Town of Falmouth is affixed hereto and these presents executed and delivered in its name and behalf by its Board of Selectmen, hereto duly authorized this ___ day of _____, 2021.

BOARD OF SELECTMEN OF
THE TOWN OF FALMOUTH, LICENSOR

*Approved as to form:
Frank & Truffa, T.C.*

Douglas C. Brown, Chair

Nancy R. Taylor, Vice Chair

Samuel H. Patterson

Megan English Braga

Onjalé Scott-Price

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

On this _____ day of _____, 2021, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification, which was _____, and 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.

Notary Public:
My commission expires:

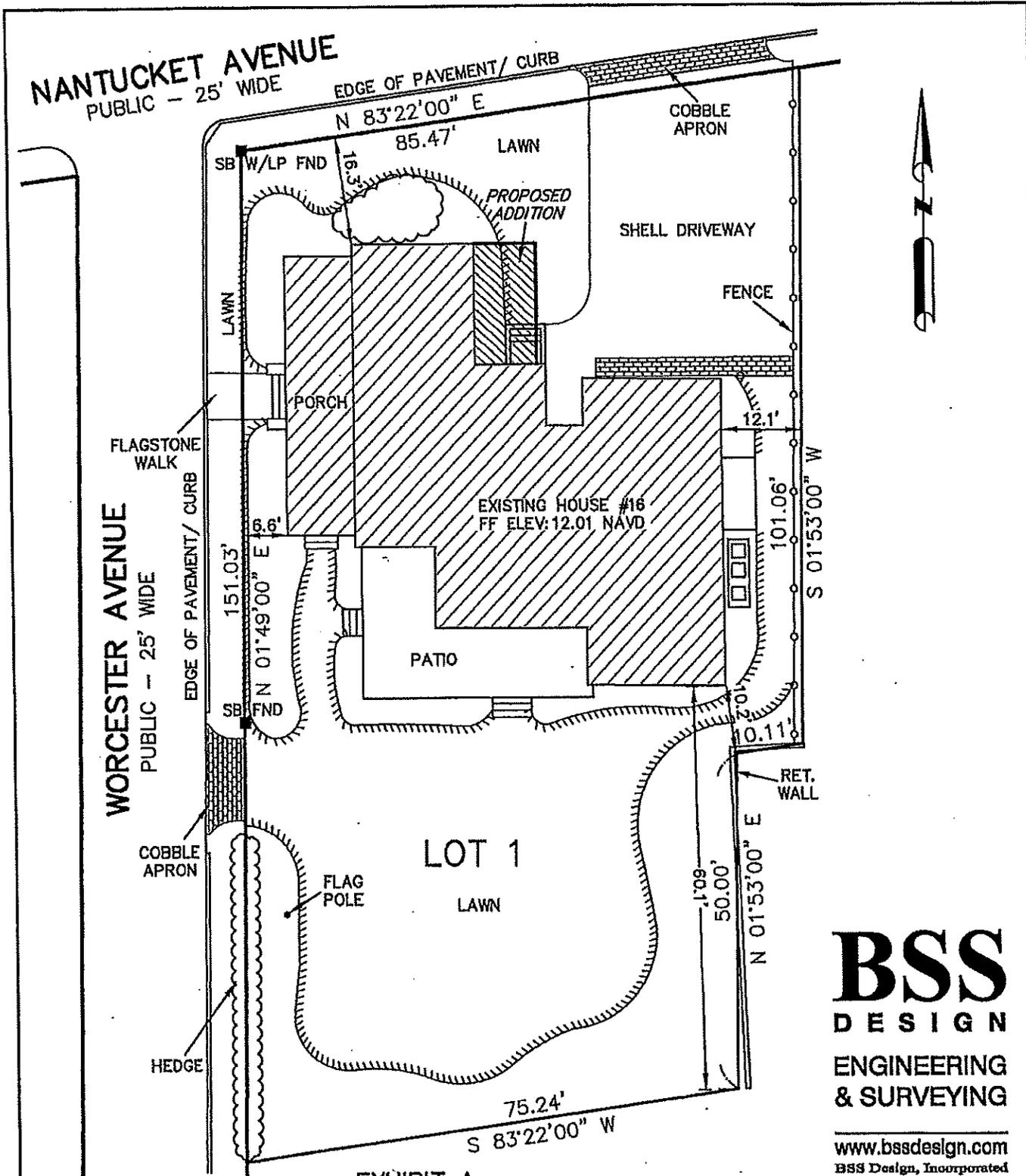


EXHIBIT A
TO LICENSE HEDGE & WALK
AT
16 WORCESTER AVENUE
FALMOUTH, MASSACHUSETTS

BSS
DESIGN
ENGINEERING
& SURVEYING

www.bssdesign.com
BSS Design, Incorporated
164 Katharine Lee Bates Rd
Falmouth Massachusetts 02540
508.540.8805 FAX 508.548.8313



owner SYPEK INVESTMENTS, LLC	deed reference BOOK 33724 PAGE 107 #5910	assessor number 46B 24 09 001
scale 1" = 20'	date NOV 9, 2021	drawn RAR
	job number 21074	dwg number P29-68LIC

SUMMARY OF ACTIONS

2. Administrative Orders

- f. Approve regulatory agreement for affordable housing development – Megansett Crossing LLC located at 676 North Falmouth Highway

Diane Davidson

From: Peter Johnson-Staub
Sent: Wednesday, November 17, 2021 12:53 PM
To: Julian Suso
Cc: Diane Davidson; Carla Feroni
Subject: FW: Megansett Crossing Regulatory Agreement
Attachments: 40B Regulatory Agreement - Megansett Crossing v3.doc

Hi Julian,

We would like to place on the upcoming agenda, an administrative order related to this FAHF funding housing development:

“Acting as Trustees of the Falmouth Affordable Housing Fund, approve regulatory agreement for affordable housing development - Megansett Crossing LLC located at 676, 688 and 702 North Falmouth Highway.”

This is a fairly boilerplate document required in connection with the comprehensive permit for this Town sponsored 40B Local Initiative Project - LIP. Special Counsel Kathleen O'Donnell has approved as to form. Diane has an original signed by the applicant.

Please let us know if you have any questions.

Thank you,
Peter

Peter Johnson-Staub
Assistant Town Manager
Town of Falmouth, MA
O: 508-495-7320

www.falmouthma.gov

Be advised that most emails to, and from, municipal offices and officials are public record. Confidentiality should not be expected.

From: Kathleen M. O'Donnell <kmodonnellesq@gmail.com>
Sent: Tuesday, November 16, 2021 5:11 PM
To: Carla Feroni <carla.feroni@falmouthma.gov>
Cc: Peter Johnson-Staub <peter.johnson-staub@falmouthma.gov>
Subject: Re: Megansett Crossing Regulatory Agreement

Carla:

As you would expect, I have no issues with the LIP Regulatory Agreement.

Kathleen M. O'Donnell Esq.

P. O. Box 234
Milton, MA 02186
617-794-2794
kmodonnellesq@gmail.com

On Nov 16, 2021, at 4:44 PM, Carla Feroni <carla.feroni@falmouthma.gov> wrote:

Hi Kathleen,

Megansett Crossing LLC has supplied a LIP Regulatory Agreement for town signature. We would like your approval prior to our signing. Please respond to both Peter and me with any questions and/or your approval.

Thank you,
Carla

Carla L. Feroni
Housing Coordinator
Housing Department
(508) 495-7344 Direct Phone
carla.feroni@falmouthma.gov

<image001.jpg>

Town of Falmouth
59 Town Hall Square
Falmouth, Massachusetts 02540

<40B Regulatory Agreement - Megansett Crossing v3.doc>

REGULATORY AND USE AGREEMENT
[Comprehensive Permit Rental]

LOCAL INITIATIVE PROGRAM

This Regulatory and Use Agreement (this "Agreement") is made this ___ day of November, 2021, by and among the Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development ("DHCD") pursuant to G.L. c.23B §1 as amended by Chapter 19 of the Acts of 2007, the Town of Falmouth, Massachusetts, acting by and through the Select Board as Trustees of the Falmouth Affordable Housing Fund (the "Municipality"), and Megansett Crossing, LLC, a Massachusetts limited liability company, having a mailing address at 107 Lakeview Avenue, Falmouth, Massachusetts 02540, and its successors and assigns ("Developer").

RECITALS

WHEREAS, the Developer is constructing a housing development known as "Megansett Crossing Apartments" at an approximately 1.76-acre site located at 676 North Falmouth Highway in the Municipality, more particularly described in Exhibit A attached hereto and made a part hereof (the "Development"); and

WHEREAS, DHCD has promulgated Regulations at 760 CMR 56.00 (as may be amended from time to time, the "Regulations") relating to the issuance of comprehensive permits under Chapter 40B, Sections 20-23, of the Massachusetts General Laws (as may be amended from time to time, the "Act") and pursuant thereto has issued its Comprehensive Permit Guidelines (the "Guidelines" and, collectively with the Regulations and the Act, the "Comprehensive Permit Rules"); and

WHEREAS, pursuant to the Act and the final report of the Special Legislative Commission Relative to Low and Moderate Income Housing Provisions issued in April 1989, regulations have been promulgated at the Regulations which establish the Local Initiative Program ("LIP"); and

WHEREAS, DHCD acts as Subsidizing Agency for the Development pursuant to the Comprehensive Permit Rules; and

WHEREAS, the Falmouth Zoning Board of Appeals (the "Board of Appeals") issued a comprehensive permit for the Development by decision filed with the Town Clerk for the Town of Falmouth (the "Town Clerk") on July 17, 2009, which decision was recorded in the Barnstable County Registry of Deeds (the "Registry") at Book 23958, Page 164, as extended by administrative decision of said Board of Appeals dated April 12, 2012, as modified to transfer such comprehensive permit to Michael Galasso pursuant to a decision by said Board of Appeals filed with the Town Clerk on July 23, 2013, as transferred to the Developer by administrative decision of said Board of Appeals dated June 14, 2014, as further extended by administrative decision of said Board of Appeals dated June 19, 2014, as further extended by administrative decision of said Board of Appeals dated December 10, 2015, as further modified with conditions

pursuant to a decision by said Board of Appeals filed with the Town Clerk on June 6, 2016, which decision was recorded in the Registry at Book 34645, Page 162, as further modified pursuant to a decision by said Board of Appeals filed with the Town Clerk on November 4, 2016, which decision was recorded in the Registry at Book 32373, Page 337, as further modified and extended pursuant to a decision by said Board of Appeals filed with the Town Clerk on November 26, 2019, which decision was recorded in the Registry at Book 34612, Page 88, as further modified to approve amended plans, with conditions, pursuant to a decision by said Board of Appeals filed with the Town Clerk on March 23, 2020, which decision was recorded in the Registry at Book 34612, Page 86, as further extended pursuant to a decision by said Board of Appeals filed with the Town Clerk on October 30, 2020, which decision was recorded in the Registry at Book 34612, Page 87, as further extended pursuant to a decision by said Board of Appeals filed with the Town Clerk on February 25, 2021, which decision was recorded in the Registry at Book 34612, Page 90 (as so modified and extended, the "Comprehensive Permit"); and

WHEREAS, pursuant to the Comprehensive Permit and the requirements of the Comprehensive Permit Rules, the Development is to consist of a total of 10 rental units, of which twenty five percent (25%) (i.e., 3 units) (the "Affordable Units") will be rented to Low or Moderate Income Persons and Families (as defined herein) at rentals specified in this Agreement and will be subject to this Agreement; and

WHEREAS, DHCD has adopted the *Preparation of Cost Certification for 40B Rental Developments: Inter-Agency 40B Rental Cost Certification Guidance for Owners, Certified Public Accountants and Municipalities* (the "Cost Certification Guidance"), which shall govern the cost certification and limited dividend requirements for the Development pursuant to the Comprehensive Permit Rules; and

WHEREAS, the parties intend that this Agreement shall serve as a "Use Restriction" as defined in and required by Section 56.05(13) of the Regulations; and

WHEREAS, the parties recognize that Affirmative Fair Marketing (as defined herein) is an important precondition for rental of Affordable Units and that local preference cannot be granted in a manner which results in a violation of applicable fair housing laws, regulations and subsidy programs; and.

WHEREAS, the parties recognize that the Municipality has an interest in preserving affordability of the Affordable Units and may offer valuable services in administration, monitoring and enforcement.

NOW, THEREFORE, in consideration of the agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DHCD, the Municipality and the Developer hereby agree as follows:

DEFINITIONS

1. In addition to terms defined elsewhere in this Agreement, the following terms as used in this Agreement shall have the meanings set forth below:

Accountant's Annual Determination shall have the meaning given such term in Section 7(f) hereof.

Accumulated Distribution Amounts shall have the meaning given such term in Section 7(c) hereof.

Accumulated and Unpaid Distribution Amounts shall have the meaning given such term in Section 7(c) hereof.

Act shall have the meaning given such term in the Recitals hereof.

Affirmative Fair Housing Marketing Plan shall mean the Affirmative Fair Housing Marketing Plan prepared by the Developer in accordance with the Guidelines and approved by DHCD, as further set forth in Section 3.

Affordable Units shall have the meaning set forth in the Recitals above.

Allowable Development Costs shall have the meaning given such term in Section 21 hereof.

Annual Excess Revenues shall have the meaning given such term in Section 7(e) hereof.

Annual Income shall be determined in the manner set forth in 24 C.F.R. 5609 (or any successor regulations).

Area shall mean the Barnstable Metropolitan Statistical Area (MSA)/County/HMFA as designated by the Department of Housing and Urban Development ("HUD").

Area Median Income ("AMI") shall mean the median gross income for the Area, as determined from time to time by HUD. For purposes of determining whether Adjusted Family Income qualifies a tenant for treatment as a Low or Moderate Income Tenant, the Area Median Income shall be adjusted for family size.

Comprehensive Permit shall have the meaning given such term in the Recitals hereof.

Comprehensive Permit Rules shall have the meaning given such term in the Recitals hereof.

Construction Lender shall mean the lender(s) making the Construction Loan, and its successors and assigns.

Construction Loan shall mean the loan to the Developer for the construction of the Development, if any.

Construction Mortgage shall mean the mortgage from the Developer securing the Construction Loan, if any.

Cost Certification shall have the meaning given such term in Section 21 hereof.

Current Distribution Amounts shall have the meaning given such term in Section 7(c) hereof.

Developer's Equity shall be calculated according to the formulas outlined in Attachment C of the Cost Certification Guidance, using the Cost Method until the Cost Certification process is complete, and either the Cost Method or the Value Method, whichever results in the greater amount, thereafter. Developer's Equity shall be retroactively applied to the period from the start date (commencement of construction of the Development as evidenced by issuance of the first building permit) until Substantial Completion (the "Construction Period"). For the Construction Period, Developer's Equity shall mean the average of costs expended by the Developer on the Development during the period in question, based on a review of Developer's financial reports by an independent accounting firm. By way of example only, if on the first day of construction the Developer's costs are \$10,000,000 (all attributable to land acquisition costs), and one year later the Developer's costs are \$20,000,000 (half attributable to land acquisition costs, half attributable to construction costs), then the Developer's Equity for that year of construction would be the average of those two amounts of \$15,000,000. The Developer's Equity for the construction period shall be appropriately prorated for any partial year during such period.

Developer Parties shall have the meaning given such term in Section 7(b) hereof.

Development shall have the meaning given such term in the Recitals hereof.

Development Revenues shall have the meaning given such term in Section 7(b) hereof.

Distribution Payments shall have the meaning given such term in Section 7(b) hereof.

Event of Default shall mean a default in the observance of any covenant under this Agreement existing after the expiration of any applicable notice and cure periods.

Excess Revenues Account shall mean the account established under Section 7(e) hereof.

Family shall have the same meaning as set forth in 24 C.F.R. §5.403 (or any successor regulations).

Guidelines shall have the meaning given such term in the Recitals hereof.

Housing Subsidy Program shall mean any other state or federal housing subsidy program providing rental or other subsidy to the Development or to Low or Moderate Income Tenants.

HUD shall mean the United States Department of Housing and Urban Development.

Lender shall mean the Construction Lender and/or the Permanent Lender.

Low or Moderate Income Persons or Families shall mean persons or Families whose Annual Incomes do not exceed eighty percent (80%) of the Median Income for the Area, and

shall also mean persons or Families meeting such lower income requirements as may be required under the Comprehensive Permit.

Low or Moderate Income Tenants shall mean Low or Moderate Income Persons or Families who occupy the Affordable Units.

Maximum Annual Distributable Amounts shall have the meaning given such term in Section 7(c) hereof.

Mortgage shall mean the Construction Mortgage and/or the Permanent Mortgage, if any.

Permanent Lender shall mean the lender(s) making the Permanent Loan to the Developer, and its successors and assigns, if any.

Permanent Loan shall mean the Permanent Loan which may be made or committed to be made by the Permanent Lender to the Developer after completion of construction of the Development, which will replace the Construction Loan, or any subsequent refinancing thereof, if any.

Permanent Mortgage shall mean the mortgage from the Developer to the Permanent Lender securing the Permanent Loan, if any.

Regulations shall have the meaning given such term in the Recitals hereof.

Related Person: shall mean a person whose relationship to such other person is such that (i) the relationship between such persons would result in a disallowance of losses under Section 267 or 707(b) of the Code, or (ii) such persons are members of the same controlled group of corporations (as defined in Section 1563(a) of the Code, except that "more than 50 percent" shall be substituted for "at least 80 percent" each place it appears therein).

Substantial Completion shall have the meaning given such term in Section 21 hereof.

Surety shall have the meaning given such term in Section 22 hereof.

Tenant Selection Plan shall mean the Tenant Selection Plan, prepared by the Developer in accordance with the Guidelines and approved by DHCD, with such changes thereto provided that any substantive changes have been approved by the DHCD.

Term shall have the meaning set forth in Section 24 hereof.

CONSTRUCTION OBLIGATIONS

2. (a) The Developer agrees to construct the Development in accordance with plans and specifications approved by the Municipality (the "Plans and Specifications") and in accordance with all on-site and off-site construction, design and land use conditions of the Comprehensive Permit. All Affordable Units to be constructed as part of the Development must be similar in exterior appearance to other units in the Development and shall be evenly dispersed throughout the Development. In addition, all Affordable Units must contain complete living facilities including but not limited to a stove, kitchen cabinets, plumbing fixtures, and sanitary facilities, all as more fully shown in the Plans and Specifications. Materials used for the interiors of the Affordable Units must be of good quality. The Development must fully comply with the State Building Code and with all applicable state and federal building, environmental, health, safety and other laws, rules, and regulations, including without limitation all applicable federal and state laws, rules and regulations relating to the operation of adaptable and accessible housing for persons with disabilities. Except to the extent that the Development is exempted from such compliance by the Comprehensive Permit, the Development must also comply with all applicable local codes, ordinances and by-laws.

(b) The Developer shall provide to the Municipality evidence that the final plans and specifications for the Development comply with the requirements of the Comprehensive Permit and that the Development was built substantially in accordance with such plans and specifications.

(c) Unless the same shall be modified by a change to the Comprehensive Permit approved by the Board of Appeals for the Municipality, the bedroom mix for the Development shall be as follows:

- none (0) of the Affordable Units shall be one-bedroom units;
- two (2) of the Affordable Units shall be two-bedroom units; and
- one (1) of the Affordable Units shall be three-bedroom units.

All Affordable Units to be occupied by families must contain two or more bedrooms. Affordable Units must have the following minimum areas:

- one-bedroom units - 700 square feet
- two-bedroom units - 900 square feet
- three-bedroom units - 1200 square feet

USE RESTRICTION/RENTALS AND RENTS

3. (a) The Developer shall rent the Affordable Units during the Term hereof to Low or Moderate Income Persons or Families upon the terms and conditions set forth in the Comprehensive Permit and this Agreement. In fulfilling the foregoing requirement, Developer will accept referrals of tenants from the Public Housing Authority in the Municipality, and will not unreasonably refuse occupancy to any prospective tenants so referred who otherwise meet the requirements of the Tenant Selection Plan. The foregoing provisions shall not relieve Developer of any obligations it may have under the provisions of other documents and instruments it has entered with respect to any applicable Housing Subsidy Program; provided, however, DHCD shall have no obligation hereunder, expressed or implied, to monitor or enforce the applicable requirements of any such Housing Subsidy Programs.

(b) The annual rental expense for each Affordable Unit (equal to the gross rent plus allowances for all tenant-paid utilities, including tenant-paid heat, hot water and electricity) shall not exceed thirty percent (30%) of eighty percent (80%) of AMI, adjusted for household size, assuming that household size shall be equal to the number of bedrooms in the Affordable Unit plus one. If rentals of the Affordable Units are subsidized under any Housing Subsidy Program, then the rent applicable to the Affordable Units may be limited to that permitted by such Housing Subsidy Program, provided that the tenant's share of rent does not exceed the maximum annual rental expense as provided in this Agreement.

(c) If, after initial occupancy, the income of a tenant of an Affordable Unit increases and, as a result of such increase, exceeds the maximum income permitted hereunder for such a tenant, the Developer shall not be in default hereunder so long as either (i) the tenant income does not exceed one hundred forty percent (140%) of the maximum income permitted or (ii) the Developer rents the next available unit at the Development as an Affordable Unit in conformance with Section 3(a) of this Agreement, or otherwise demonstrates compliance with Section 3(a) of this Agreement.

(d) If, after initial occupancy, the income of a tenant in an Affordable Unit increases, and as a result of such increase, exceeds one hundred forty percent (140%) of the maximum income permitted hereunder for such a tenant, at the expiration of the applicable lease term, the rent restrictions shall no longer apply to such tenant.

(e) Rentals for the Affordable Units shall be initially established as shown on the Rental Schedule attached as Appendix A hereto. Thereafter, the Developer shall annually submit to the Municipality and DHCD a proposed schedule of monthly rents and utility allowances for all Affordable Units in the Development. It is understood that such review rights shall be with respect to the maximum rents for all the Affordable Units, and not with respect to the rents that may be paid by individual tenants in any given unit. Rents for the Affordable Units shall not be increased above such maximum monthly rents without DHCD's prior approval of either (i) a specific request by the Developer for a rent increase; or (ii) the next annual schedule of rents and allowances as set forth in the preceding sentence. Notwithstanding the foregoing, rent increases shall be subject to the provisions of outstanding leases and shall not be implemented without at least 30 days' prior written notice by the Developer to all affected tenants. If an annual request for a new schedule of rents for the Affordable Units as set forth above is based on a change in the AMI figures published by HUD, and the Municipality and DHCD fail to respond to such a submission within thirty (30) days of the Municipality's and

DHCD's receipt thereof, the Municipality and DHCD shall be deemed to have approved the submission. If an annual request for a new schedule of rents for the Affordable Units is made for any other reason, and the Municipality and DHCD fail to respond within thirty (30) days of the Municipality's and DHCD's receipt thereof, the Developer may send DHCD and the Municipality a notice of reminder, and if the Municipality and DHCD fail to respond within thirty (30) days from receipt of such notice of reminder, the Municipality and DHCD shall be deemed to have approved the submission.

Without limiting the foregoing, the Developer may request a rent increase for the Affordable Units to reflect an increase in the AMI published by HUD between the date of this Agreement and the date that the Units begin to be marketed or otherwise made available for rental pursuant to subsections 3 (h) and (i) below; if the Municipality and DHCD approve such rent increase in accordance with this subsection (e), the Rental Schedule attached as Appendix A hereto shall be deemed to be modified accordingly.

(f) Developer shall obtain income certifications satisfactory in form and manner to DHCD at least annually for all Low or Moderate-Income Tenants. Said income certifications shall be kept by the management agent for the Development and made available to DHCD and the Municipality upon request.

(g) Throughout the term of this Agreement, the Municipality shall annually certify in writing to DHCD that each of the Affordable Units continues to be an Affordable Unit as provided in Section 2(c), above; and that the Development and the Affordable Units have been maintained in a manner consistent with the Comprehensive Permit and this Agreement.

(h) Prior to marketing or otherwise making available for rental any of the units in the Development, the Developer shall submit an Affirmative Fair Housing Marketing Plan (also known as an "AFHM Plan") for DHCD's approval. At a minimum the AFHM Plan shall meet the requirements of the Guidelines, as the same may be amended from time to time to comply with the requirements of fair housing laws. The AFHM Plan, upon approval by DHCD, shall become a part of this Agreement and shall have the same force and effect as if set out in full in this Agreement. At the option of the Municipality, and provided that the AFHM Plan demonstrates (i) the need for the local preference (e.g., a disproportionately low rental or ownership affordable housing stock relative to need in comparison to the regional area), and (ii) that the proposed local preference will not have a disparate impact on protected classes, the AFHM Plan may also include a preference for local residents for up to seventy percent (70%) of the Affordable Units, subject to all provisions of the Regulations and Guidelines and applicable to the initial rent-up only. When submitted to DHCD for approval, the AFHM Plan should be accompanied by a letter from the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) which states that the tenant selection and local preference (if any) aspects of the AFHM Plan have been approved by the Municipality and which states that the Municipality will perform any aspects of the AFHM Plan which are set forth as responsibilities of the Municipality in the AFHM Plan. If the Chief Executive Office of the Municipality fails to approve the tenant selection and local preference (if any) aspects of the AFHM Plan for the Affordable Units above within thirty (30) days of the Municipality's receipt thereof, the Municipality shall be deemed to have approved those aspects of the AFHM Plan.

(i) The AFHM Plan shall designate entities to implement the plan who are qualified to perform their duties. DHCD may require that another entity be found if DHCD finds that the entity designated by the Developer is not qualified. Moreover, DHCD may require the removal of an entity responsible for a duty under the AFHM Plan if that entity does not meet its obligations under the AFHM Plan.

(j) The restrictions contained herein are intended to be construed as an affordable housing restriction as defined in Section 31 of Chapter 184 of Massachusetts General Laws which has the benefit of Section 32 of said Chapter 184, such that the restrictions contained herein shall not be limited in duration by any rule or operation of law but rather shall run for the Term hereof. In addition, this Agreement is intended to be superior to the lien of any mortgage on the Development and survive any foreclosure or exercise of any remedies thereunder and the Developer agrees to obtain any prior lienholder consent with respect thereto as DHCD shall require.

TENANT SELECTION AND OCCUPANCY

4. Developer shall use its good faith efforts during the Term of this Agreement to maintain all the Affordable Units within the Development at full occupancy as set forth in Section 2 hereof. In marketing and renting the Affordable Units, the Developer shall comply with the Tenant Selection Plan and Affirmative Fair Housing Marketing Plan which are incorporated herein by reference with the same force and effect as if set out in this Agreement.

5. Occupancy agreements for Affordable Units shall meet the requirements of the Comprehensive Permit Rules, this Agreement, and the Local Initiative Program. The Developer shall enter into a lease with each tenant for a minimum term of one year. The lease shall contain clauses, among others, wherein each resident of such Affordable Unit:

(a) certifies the accuracy of the statements made in the application and income survey;

(b) agrees that the family income, family composition and other eligibility requirements, shall be deemed substantial and material obligations of his or her occupancy; that he or she will comply promptly with all requests for information with respect thereto from Developer, the Municipality, or DHCD; and that his or her failure or refusal to comply with a request for information with respect thereto shall be deemed a violation of a substantial obligation of his or her occupancy; and

(c) agrees that at such time as Developer, the Municipality, or DHCD may direct, but at least annually, he or she will furnish to Developer certification of then current family income, with such documentation as the Municipality or DHCD shall reasonably require; and agrees to such charges as the Municipality or DHCD has previously approved for any facilities and/or services which may be furnished by Developer or others to such resident upon his or her request, in addition to the facilities included in the rentals, as amended from time to time pursuant to Section 3 above.

6. Purposely Omitted.

LIMITED DIVIDENDS

7. (a) The Developer covenants and agrees that Distribution Payments made in any fiscal year of the Development shall not exceed the Maximum Annual Distributable Amounts for such fiscal year. No Distribution Payments may be made if an Event of Default has occurred, which shall include but not be limited to failure to maintain the Development in good physical condition in accordance with Section 8 hereof.

(b) For the purposes hereof, the term "Distribution Payments" shall mean all amounts paid from revenues, income and other receipts of the Development, not including any amounts payable in respect of capital contributions paid by any members or partners of the Developer or any loan proceeds payable to the Developer (herein called "Development Revenues") which are paid to any partner, manager, member or any other Related Person of the Developer (collectively, the "Developer Parties") as profit, income, or fees or other expenses which are unrelated to the operation of the Development or which are in excess of fees and expenses which would be incurred from persons providing similar services who are not Developer Parties and provide such services on an arms-length basis.

(c) For the purposes hereof, the "Maximum Annual Distributable Amounts" for any particular fiscal year shall be defined and determined as follows: the sum of

(i) an amount equal to ten percent (10%) of the "Developer's Equity" for such fiscal year, subject to adjustment as provided in (d) below (the "Current Distribution Amounts"); plus

(ii) the amount of all Accumulated and Unpaid Distributions calculated as of the first day of such fiscal year.

In no event shall the total Maximum Annual Distributable Amounts actually distributed for any given year exceed total funds available for distribution after all current and owed-to-date expenses have been paid and reserves, then due and owing, have been funded.

"Accumulated and Unpaid Distribution Amounts" shall be the aggregate of the Current Distribution Amounts calculated for all prior fiscal years less the Distribution Payments ("Accumulated Distribution Amounts") calculated for each such fiscal year together with simple interest ("Accrued Interest") resulting from such calculation in all prior years computed at five percent (5%) per annum. For the purposes of this calculation, it is assumed any amounts available for distribution in any year shall be fully disbursed.

(d) When using the Value-Based Approach, the Developer's Equity may be adjusted not more than once in any five-year period with the first five - year period commencing with the first fiscal year of the Development. Any adjustments shall be made only upon the

written request of the Developer and, unless the Developer is otherwise directed by DHCD, shall be based upon an appraisal commissioned by (and naming as a client) DHCD and prepared by an independent and qualified appraiser prequalified by, and randomly assigned to the Development by DHCD. The appraiser shall submit a Self-Contained Appraisal Report to DHCD in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP). The costs of such appraisal shall be borne by the Developer. Such appraisal shall be based on the so-called "investment value" methodology, using assumptions subject to the reasonable approval of DHCD.

Upon completion of an appraisal as provided above, the Developer's Equity shall be adjusted to equal the appraised value of the Development as determined by the appraisal less the unpaid principal amount of the sum of secured debt on the Development plus public equity, whether structured as a grant or loan determined as of the date of the appraisal. Such new Developer's Equity shall be the Developer's Equity commencing with the first day of the month following the date of such appraisal and stay in effect until a subsequent adjustment.

(e) If at the end of any fiscal year, any Development Revenues for such fiscal year shall remain and are in excess of the Maximum Annual Distributable Amounts for such fiscal year, such amount (the "Annual Excess Revenues") , other than those which may be required by any Lender to remain at the Development as a reserve to pay the expenses of the Development, shall be deposited in an escrow account with the Lender (or if the Loan is paid off, in an escrow account to be established to the satisfaction of DHCD) designated as the "Excess Revenues Account." No distributions may be made to the Developer from the Excess Revenues Account except those permitted pursuant to this Section (e) with the prior written consent of DHCD.

Upon Developer's request, amounts may also be withdrawn from the Excess Revenues Account during the Term hereof and applied for the following purposes: (i) payment of or adequate reserve for all sums due or currently required to be paid under the terms of the Mortgage; (ii) payment of or adequate reserve for all reasonable and necessary operating expenses of the Development as reasonably determined by the Developer; (iii) deposit of all amounts as may be deposited in a reserve fund for capital replacements reasonably determined by the Developer to be sufficient to meet anticipated capital needs of the Development (the "Replacement Reserve") which may be held by a lending institution reasonably acceptable to DHCD and which reserves may be used for capital expenditures for the Development reasonably determined to be necessary by the Developer; (iv) payments of operating expense loans made by the partners, managers or members of Developer for Development expenses, provided that Developer shall have obtained prior written approval for such loans from the applicable Lender (or, if there is no mortgage, or after discharge of the Mortgage, from the DHCD) and shall have supplied the applicable Lender (or DHCD) with such evidence as the applicable Lender (or DHCD, as applicable) may reasonably request as to the application of the proceeds of such operating expense loans to Development; or (v) for any other purposes, subject to a determination by the Lender (or, if there is no Mortgage, or the Mortgage is discharged during the Term of this Agreement, the reasonable determination by DHCD) that the expenditure is necessary to address the Development's physical or financial needs and that no other Development reserve funds are available to address such needs. Notwithstanding the foregoing,

payment of the items set forth in clauses (i), (ii), (iii) and (v) above by the Developer shall be subject to the prior written approval of DHCD, which approval shall not be unreasonably withheld or delayed; it being agreed by DHCD that if the Developer can demonstrate that its proposed operating expenditures, capital expenditures and reserves are substantially consistent with those made for comparable developments in the Commonwealth of Massachusetts, DHCD shall approve such request. Further, in no event shall such review or approval be required by DHCD to the extent any such capital expenditures or reserves are mandated by Lender.

Further, DHCD agrees that it shall not unreasonably withhold or delay its consent to release of any amounts held in the Excess Revenues Account, upon the written request of the Developer that:

- (i) provide a direct and material benefit to Low or Moderate Tenants; or
- (ii) reduce rentals to Low or Moderate Tenants.

In the event that DHCD's approval is requested pursuant to this Section 7(e) for expenditures out of the Excess Revenues Account, and DHCD fails to respond within thirty (30) days of DHCD receipt thereof, then DHCD shall be deemed to have approved the request, and DHCD shall have no further rights to object to, or place conditions upon, the same.

In any event, cash available for distribution in any year in excess of 20% of Developer's Equity, subject to payment of Accumulated and Unpaid Distributions, shall be distributed to the Municipality within fifteen (15) business days of notice and demand given by DHCD as provided herein, or as otherwise directed by DHCD. Upon the expiration of the "Limited Dividend Term" as that term is defined in Section 24(b) hereof, any balance remaining in the Excess Revenues Account shall be contributed by the Developer to the Replacement Reserve held for the Development if deemed necessary by DHCD, and otherwise shall be paid to the Developer.

(f) The Developer shall provide DHCD for each fiscal year with a copy of its audited financial statements, and provide the DHCD with a certificate from the independent certified public accountant (the "CPA") who prepared such reports which certifies as to their determination (the "Accountant's Annual Determination") of the following for such fiscal year, based on the terms and conditions hereof:

- (i) Accumulated Distribution Amounts;
- (ii) Current Distribution Amounts;
- (iii) Maximum Annual Distributable Amounts;
- (iv) Annual Excess Revenues;

(v) Accumulated and Unpaid Distribution Amounts (including a calculation of Accumulated Distribution Amounts and Accrued Interest); and

(vi) Development Revenues.

Such Accountant's Annual Determination shall be accompanied by a form completed by the CPA and by a Certificate of Developer in forms as reasonably required by DHCD certifying under penalties of perjury as to the matters such as, without limitation, the fact that (i) the Developer has made available all necessary financial records and related data to the CPA who made such Accountant's Annual Determination, (ii) there are no material transactions related to the Development that have not been properly recorded in the accounting records underlying the Accountant's Annual Determination, (iii) the Developer has no knowledge of any fraud or suspected fraud affecting the entity involving management, subcontractors, employees who have significant roles in internal control, or others where the fraud could have a material effect on the Accountant's Annual Determination and has no knowledge of any allegations of fraud or suspected fraud affecting the Developer or the Development received in communications from employees, former employees, subcontractors, regulators, or others, and (iv) the Developer has reviewed the information presented in the Accountant's Annual Determination and believes that such determination is an appropriate representation of the Development.

(g) DHCD shall have sixty (60) days after the delivery of the Accountant's Annual Determination to accept it, to make its objections in writing to the Developer and the Developer's CPA, or to request from the Developer and/or CPA additional information regarding it. If DHCD does not object to it or request additional information with respect to it, it shall have been deemed accepted by the DHCD. If DHCD shall request additional information, then the Developer shall provide DHCD with such additional information as promptly as possible and DHCD shall have an additional thirty (30) days thereafter to review such information and either accept or raise objections to such Accountant's Annual Determination. If no such objections are made within such thirty-day (30) period, the Accountant's Annual Determination shall be deemed accepted by DHCD. Prior to acceptance of the Accountant's Annual Determination, DHCD shall deliver a copy of the Accountant's Annual Determination to the Municipality with DHCD's determination of the Developer's compliance with the Comprehensive Permit Rules. The Municipality shall have the option of evaluating the report for accuracy (e.g., absence of material errors), applying the same standards as set forth herein, for a period of 30 days after receipt. Such thirty (30) day period may be extended upon the written request of the Municipality to DHCD, which request shall not be unreasonably withheld. DHCD will reasonably review any inaccuracies identified by the Municipality during this period and shall thereafter either accept or raise objections to the Accountant's Annual Determination as provided above.

To the extent that DHCD shall raise any objections to such Accountant's Annual Determination as provided above, then the Developer and DHCD shall consult in good faith and seek to resolve such objections within an additional thirty (30) day period. If any objections are not resolved during such period, then DHCD may enforce the provisions under this Section by the exercise of any remedies it may have under this Agreement.

(h) If upon the approval of an Accountant's Annual Determination as provided above, such Accountant's Annual Determination shall show that the Distribution Payments for such fiscal year shall be in excess of the Maximum Annual Distributable Amounts for such fiscal year, then upon thirty (30) days written notice from DHCD, the Developer shall cause such excess to be deposited in the Excess Revenue Account from sources other than Development Revenues to the extent not otherwise required by Lender to remain with the Development as provided in subsection (e) above.

If such Accountant's Annual Determination as approved shall show that there are Annual Excess Revenues for such fiscal year which have not been distributed, such amounts shall be applied as provided in subsection (e) above within thirty (30) days after the approval of the Accountant's Annual Determination as set forth in subsection (g) above.

(i) Notwithstanding anything to the contrary contained in this Agreement, a distribution resulting from the proceeds of a sale or refinancing of the Development shall not be regulated by this Agreement. A sale or refinancing shall not result in a new evaluation of Developer's Equity.

(j) Payment of fees and profits from capital sources for the initial development of the Development to the Developer and/or the Developer's related party consultants, partners and legal or beneficial owners of the Development shall (unless otherwise limited by DHCD) be limited to no more than that amount resulting from the calculation in Attachment B, Step 3 ("Calculation of Maximum Allowable 40B Developer Fee and Overhead") of the Cost Certification Guidance (the "Maximum Allowable Developer Fee"). The Maximum Allowable Developer Fee shall not include fees or profits paid to any other party, whether or not related to the Developer, to the extent the same are arm's length and commercially reasonable in light of the size and complexity of the Development. The Developer shall comply with the requirements of Section 21 below regarding Cost Certification in accordance with the requirements of 760 CMR 56.04(8) (e), in the event that DHCD determines, following examination of the Cost Certification submitted by the Developer pursuant to Section 21 below, that amounts were paid or distributed by the Developer in excess of the above limitations (the "Excess Distributions"), the Developer shall pay over in full such Excess Distributions to the Municipality within fifteen (15) business days of notice and demand given by DHCD as provided herein.

(k) The Municipality agrees that upon the receipt by the Municipality of any cash available for distribution pursuant to subsection (e) above or upon the receipt of any Excess Distributions pursuant to subsection (j) above, the Municipality shall deposit any and all such monies into an affordable housing fund, if one exists in the Municipality, and otherwise into a fund established pursuant to G.L. c.44 §53A (collectively, an "Affordable Housing Fund") to be used by the Municipality for the purpose of reducing the cost to persons or families of low or moderate income to rent or purchase housing in the Municipality, or for the purpose of encouraging, creating, or subsidizing the construction or rehabilitation of housing in the Municipality for persons and families of low and moderate income. The expenditure of funds from the Affordable Housing Fund shall be reported on an annual basis to DHCD.

MANAGEMENT OF THE DEVELOPMENT

8. Developer shall maintain the Development in good physical condition in accordance with DHCD's requirements and standards and the requirements and standards of the Lender ordinary wear and tear and casualty excepted. Developer shall provide for the management of the Development in a manner that is consistent with accepted practices and industry standards for the management of multi-family market rate rental housing. Notwithstanding the foregoing, DHCD shall have no obligation hereunder, expressed or implied, to monitor or enforce any such standards or requirements and, further, DHCD has not reviewed nor approved the Plans and Specifications for compliance with federal, state or local codes or other laws.

CHANGE IN COMPOSITION OF DEVELOPER ENTITY; RESTRICTIONS ON TRANSFERS

9. (a) Except for rental of Units to Low or Moderate Income Tenants as permitted by the terms of this Agreement, the Developer will not sell, transfer, lease, or exchange the Development or any portion thereof or interest therein (collectively, a "Sale") or (except as permitted under Section (d) below) mortgage the Property without the prior written consent of DHCD and the Municipality.

(b) A request for consent to a Sale shall include:

- A signed agreement stating that the transferee will assume in full the Developer's obligations and duties under this Agreement, together with a certification by the attorney or title company that it will be held in escrow and, in the case of any transfer other than a transfer of Beneficial Interests, recorded in the Registry of Deeds with the deed and/or other recorded documents effecting the Sale;
- The name of the proposed transferee and any other entity controlled by or controlling or under common control with the transferee, and names of any affordable housing developments in the Commonwealth owned by such entities;
- A certification from the Municipality that the Development is in compliance with the affordability requirements of this Agreement.

(c) Consent to the proposed Sale shall be deemed to be given unless DHCD or the Municipality notifies the Developer in writing within thirty (days) after receipt of the request that either

- The package requesting consent is incomplete, or
- The proposed transferee (or any entity controlled by or controlling or under common control with the proposed transferee) has a documented history of serious or repeated failures to abide by agreements of affordable

housing funding or regulatory agencies of the Commonwealth or the federal government or is currently in violation of any agreements with such agencies beyond the time permitted to cure the violation, or

- The Development is not being operated in compliance with the affordability requirements of this Agreement at the time of the proposed Sale.

(d) The Developer shall provide DHCD and the Municipality with thirty (30) day's prior written notice of the following:

(i) any change, substitution or withdrawal of any general partner, manager, or agent of Developer; or

(ii) the conveyance, assignment, transfer, or relinquishment of a majority of the Beneficial Interests (herein defined) in Developer (except for such a conveyance, assignment, transfer or relinquishment among holders of Beneficial Interests as of the date of this Agreement).

(iii) the sale, mortgage, conveyance, transfer, ground lease, or exchange of Developer's interest in the Development or any party of the Development.

For purposes hereof, the term "Beneficial Interest" shall mean: (i) with respect to a partnership, any partnership interests or other rights to receive income, losses, or a return on equity contributions made to such partnership; (ii) with respect to a limited liability company, any interests as a member of such company or other rights to receive income, losses, or a return on equity contributions made to such company; or (iii) with respect to a company or corporation, any interests as an officer, board member or stockholder of such company or corporation to receive income, losses, or a return on equity contributions made to such company or corporation.

Notwithstanding the above, DHCD's consent under this Section 9 shall not be required with respect to the grant by the Developer of any mortgage or other security interest in or with respect to the Development to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional lender made at no greater than the prevailing rate of interest or any exercise by any such mortgagee of any of its rights and remedies (including without limitation, by foreclosure or by taking title to the Development by deed in lieu of foreclosure), subject, however to the provisions of Section 25 hereof.

Developer hereby agrees that it shall provide copies of any and all written notices received by Developer from a mortgagee exercising or threatening to exercise its foreclosure rights under the mortgage.

10. Purposely Omitted.

BOOKS AND RECORDS

11. All records, accounts, books, tenant lists, applications, waiting lists, documents, and contracts relating to the Developer's compliance with the requirements of this Agreement shall at all times be kept separate and identifiable from any other business of Developer which is unrelated to the Development, and shall be maintained, as required by applicable regulations and/or guidelines issued by DHCD from time to time, in a reasonable condition for proper audit and subject to examination during business hours by representatives of DHCD or the Municipality. Failure to keep such books and accounts and/or make them available to the DHCD or the Municipality will be an Event of Default hereunder if such failure is not cured to the satisfaction of the DHCD within thirty (30) days after the giving of notice to the Developer. The Developer agrees to comply and to cause the Development to comply with all requirements of the Regulations and Guidelines and all other applicable laws, rules, regulations, and executive orders.

12. Within ninety (90) days following the end of each fiscal year of the Development, Developer shall furnish DHCD with a complete annual financial report for the Development based upon an examination of the books and records of Developer containing a detailed, itemized statement of all income and expenditures, prepared and certified by a certified public accountant in accordance with the reasonable requirements of DHCD which include: (i) financial statements submitted in a format acceptable to DHCD; (ii) the financial report on an accrual basis and in conformity with generally accepted accounting principles applied on a consistent basis; and (iii) amounts available for distribution under Section 7 above. A duly authorized agent of Developer must approve such submission in writing. The provisions of this paragraph may be waived or modified by DHCD.

FINANCIAL STATEMENTS AND OCCUPANCY REPORTS

13. At the request of DHCD or the Municipality, Developer shall furnish financial statements and occupancy reports and shall give specific answers to questions upon which information is reasonably desired from time to time relative to the ownership and operation of the Development as it pertains to the Developer's compliance with the requirements of this Agreement.

NO CHANGE OF DEVELOPMENT'S USE

14. Except to the extent permitted in connection with a change to the Comprehensive Permit approved in accordance with the Regulations or as set forth in Section 28 below, Developer shall not, without prior written approval of DHCD and the Municipality and an amendment to the Agreement, change the type or number of Affordable Units. Developer shall not permit the use of the dwelling accommodations of the Development for any purpose except residences and any other use permitted by the Comprehensive Permit.

NO DISCRIMINATION

15. (a) There shall be no discrimination upon the basis of race, color, creed, religious creed, national origin, sex, sexual orientation, age, ancestry, disability, or marital status or any other basis prohibited by law in the lease, use, or occupancy of the Development (provided that if the Development qualifies as elderly housing under applicable state and federal law, occupancy may be restricted to the elderly in accordance with said laws) or in connection with the employment or application for employment of persons for the operation and management of the Development.

(b) There shall be full compliance with the provisions of all state or local laws prohibiting discrimination in housing on the basis of race, creed, color, religion, disability, sex, sexual orientation, national origin, age, familial status, or any other basis prohibited by law and providing for nondiscrimination and equal opportunity in housing, including without limitation in the implementation of any local preference established under the Comprehensive Permit. Failure or refusal to comply with any such provisions shall be a proper basis for the Municipality or DHCD to take any corrective action it may deem necessary.

DEFAULTS; REMEDIES

16. (a) If any default, violation, or breach of any provision of this Agreement by the Developer is not cured to the satisfaction of the DHCD within thirty (30) days after the giving of notice to the Developer as provided herein, then at DHCD's option, and without further notice, the DHCD may either terminate this Agreement, or DHCD may apply to any state or federal court for specific performance of this Agreement, or DHCD may exercise any other remedy at law or in equity or take any other action as may be necessary or desirable to correct noncompliance with this Agreement. If any default, violation, or breach of any provision of this Agreement by the Municipality is not cured to the satisfaction of DHCD within thirty (30) days after the giving of notice to the Municipality as provided herein, then DHCD may either terminate this Agreement or may apply to any state or federal court for specific performance of this Agreement, or may exercise any other remedy at law or in equity or take any other action as may be necessary to correct noncompliance with this Agreement. The thirty (30) day cure periods set forth in this paragraph shall be extended for such period of time as may be necessary to cure such a default so long as the Developer or the Municipality, as the case may be, is diligently prosecuting such a cure.

(b) If DHCD elects to terminate this Agreement as the result of an uncured breach, violation, or default hereof, then whether the Affordable Units continue to be included in the Subsidized Housing Inventory maintained by DHCD for purposes of the Act shall from the date of such termination be determined solely by DHCD according to the rules and regulations then in effect.

(c) In the event DHCD brings an action to enforce this Restriction and prevails in any such action, DHCD shall be entitled to recover from the Developer all of

DHCD's reasonable costs of an action for such enforcement of this Restriction, including reasonable attorneys' fees.

(d) The Developer hereby grants to DHCD or its designee the right to enter upon the Development for the purpose of enforcing the terms of this Agreement or to prevent, remedy or abate any violation of this Agreement.

MONITORING AGENT; FEES; SUCCESSOR SUBSIDIZING AGENCY

17. DHCD intends to monitor the Developer's compliance with the requirements of this Agreement. The Developer hereby agrees to pay DHCD fees for its services hereunder, as set forth on Appendix B hereto, initially in the amounts and on the dates therein provided, and hereby grants to DHCD a security interest in Development Revenues as security for the payment of such fees subject to the lien of the Mortgage and this Agreement shall constitute a security interest with respect thereto.

18. DHCD shall have the right to engage a third party (the "Monitoring Agent") to monitor compliance with all or a portion of the ongoing requirements of this Agreement. In carrying out its obligations as a Monitoring Agent, the third party shall apply and adhere to the standards and policies of DHCD related to the administrative responsibilities of Subsidizing Agencies. DHCD shall notify the Developer and the Municipality in the event DHCD engages a Monitoring Agent, and in such event (i) as partial compensation for providing these services, the Developer hereby agrees to pay to the Monitoring Agent an annual monitoring fee in an amount reasonably determined by DHCD, payable within thirty (30) days of the end of each fiscal year of the Developer during the Limited Dividend Term as defined in Section 24(b) below, but not in excess of the amounts as shown on Appendix D hereto and any fees payable under Section 17 hereof shall be net of such fees payable to a Monitoring Agent; and (ii) the Developer hereby agrees that the Monitoring Agent shall have the same rights, and be owed the same duties, as DHCD under this Agreement, and shall act on behalf of DHCD hereunder, to the extent that DHCD delegates its rights and duties by written agreement with the Monitoring Agent.

19. The Municipality shall have the right to engage a third party (the "Affordability Monitoring Agent") to monitor compliance with all or a portion of the ongoing affordability requirements of this Agreement which Municipality is responsible for overseeing hereunder. In carrying out its obligations as an Affordability Monitoring Agent, the third party shall apply and adhere to the standards and policies of DHCD related to the administrative responsibilities of Subsidizing Agencies. The Municipality shall notify the Developer and DHCD in the event the Municipality engages an Affordability Monitoring Agent, and in such event (i) as partial compensation for providing these services, the Developer hereby agrees to pay to the Affordability Monitoring Agent an annual monitoring fee in an amount reasonably agreed upon by the Municipality and the Developer, payable within thirty (30) days of the end of each fiscal year of the Developer; and (ii) the Developer hereby agrees that the Affordability Monitoring Agent shall have the same rights, and be owed the same duties, as the Municipality under this Agreement, and shall act on behalf of the Municipality hereunder, to the extent that the Municipality delegates its rights and duties by written agreement with the Affordability Monitoring Agent.

CONSTRUCTION AND FINAL COST CERTIFICATION

20. The Developer shall provide to the Municipality evidence that the final plans and specifications for the Development comply with the requirements of the Comprehensive Permit and that the Development was built substantially in accordance with such plans and specifications.

21. Upon Substantial Completion, the Developer shall provide the Municipality with a certificate of the architect for the Development in the form of a "Certificate of Substantial Completion" (AIA Form G704) or such other form of completion certificate acceptable to the Municipality.

In addition, within ninety (90) days after Substantial Completion, the Developer shall provide DHCD with its Cost Certification for the Development.

As used herein, the term "Substantial Completion" shall mean the time when the construction of the Development is sufficiently complete so that all of the units may be occupied and amenities may be used for their intended purpose, except for designated punch list items and seasonal work which does not interfere with the residential use of the Development.

For the purposes hereof the term "Cost Certification" shall mean the determination by the DHCD of the aggregate amount of all Development Costs as a result of its review and approval of: (i) an itemized statement of Total Development Costs together with a statement of gross income from the Development received by the Developer to date in the format provided in the Cost Certification Guidance (the "Cost Examination"). The Cost Certification must be examined in accordance with the attestation standards of the American Institute of Certified Public Accountants (AICPA) by an independent certified public accountant (CPA) and (ii) an owner's and/or general contractor's certificate, as provided in the Cost Certification Guidance, executed by the Developer and/or general contractor under penalties of perjury, which identifies the amount of the Construction Contract, the amount of any approved Change Orders, including a listing of such Change Orders, and any amounts due to subcontractors and/or suppliers. "Allowable Development Costs" shall mean any hard costs or soft costs paid or incurred with respect to Development as determined by and in accordance with the Guidelines.

Prior to acceptance of the Cost Certification, DHCD shall deliver a copy of the Cost Certification to the Municipality with DHCD's determination of the Developer's compliance with the Comprehensive Permit Rules. The Municipality shall have the option of evaluating the report for accuracy (e.g., absence of material errors), applying the same standards as set forth herein, for a period of 30 days after receipt. Such thirty (30) day period may be extended upon the written request of the Municipality to DHCD, which request shall not be unreasonably withheld. DHCD will reasonably review any inaccuracies identified by the Municipality during this period and shall thereafter either accept or raise objections to the Cost Certification as provided in Section (g) above.

22. In order to ensure that the Developer shall complete the Cost Certification as required by Section 21 hereof, the Developer has provided DHCD herewith adequate financial surety (the “Surety”) provided through a letter of credit, bond or cash payment in the amounts and in accordance with the Comprehensive Permit Rules and in a form approved by DHCD. If DHCD shall determine that the Developer has failed in its obligation to provide Cost Certification as described above, DHCD may draw on such Surety in order to pay the costs of completing Cost Certification.

23. Purposely Omitted.

TERM

24. (a) This Agreement shall bind, and the benefits shall inure to, respectively, Developer and its successors and assigns, and DHCD and its successors and assigns and the Municipality and its successors and assigns, in perpetuity, except as provided in Section 24(b) below, (the “Term”). Upon expiration of the Term, this Agreement and the rights and obligations of the parties hereunder shall automatically terminate without the need of any party executing any additional document.

(b) Notwithstanding subsection (a) above, the provisions of Section 7(a)–(i) herein (“Limited Dividends”) shall bind, and the benefits shall inure to, respectively, Developer and its successors and assigns, and DHCD and its successors and assigns, and the Municipality and its successors and assigns until the date which is fifteen (15) years from the date of this Agreement (the “Limited Dividend Term”).

LENDER FORECLOSURE

25. The rights and restrictions contained in this Agreement shall not lapse if the Development is acquired through foreclosure or deed in lieu of foreclosure or similar action, and the provisions hereof shall continue to run with and bind the Development.

INDEMNIFICATION/LIMITATION ON LIABILITY

26. The Developer, for itself and its successors and assigns, agrees to indemnify and hold harmless DHCD and the Municipality against all damages, costs and liabilities, including reasonable attorney’s fees, asserted against DHCD or the Municipality by reason of its relationship to the Development under this Agreement to the extent the same is attributable to the acts or omissions of the Developer and does not involve the negligent acts or omissions of DHCD or the Municipality.

27. DHCD and the Municipality shall not be held liable for any action taken or omitted under this Agreement so long as they shall have acted in good faith and without gross negligence.

28. Notwithstanding anything in this Agreement to the contrary, upon the occurrence of any breach or default by the Developer hereunder, DHCD will look solely to the Developer's interest in the Development for the satisfaction of any judgment against the Developer or for the performance of any obligation of the Developer hereunder. Further, no officer, partner, manager, member, agent or employee shall have any personal liability hereunder.

CASUALTY

29. Subject to the rights of the Lender, Developer agrees that if the Development, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, the Developer shall have the right, but not the obligation, to repair and restore the Development to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Development in accordance with the terms of this Agreement. Notwithstanding the foregoing, in the event of a casualty in which some but not all of the buildings in the Development are destroyed, if such destroyed buildings are not restored by Developer, Developer shall be required to maintain the same percentage of Affordable Units of the total number of units in the Development.

DEVELOPER'S REPRESENTATIONS AND WARRANTIES

30. The Developer hereby represents and warrants as follows:

(a) The Developer (i) is a limited liability company, qualified to transact business under, the laws of the Commonwealth of Massachusetts, (ii) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (iii) has the full legal right, power and authority to execute and deliver this Agreement.

(b) The execution and performance of this Agreement by the Developer (i) will not violate or, as applicable, has not violated any provision of law, rule or regulation, or any order of any court or other agency or governmental body, and (ii) will not violate or, as applicable, has not violated any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which the Developer is a party or by which it or the Development is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.

(c) The Developer will, at the time of execution and delivery of this Agreement, have good and marketable title to the premises constituting the Development free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Agreement, and any other documents executed in connection with the Construction Loan, or other encumbrances permitted by DHCD).

(d) There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Developer, threatened against or affecting it, or any of its properties or rights, which, if adversely

determined, would materially impair its right to carry on business substantially as now conducted (and as now contemplated by this Agreement) or would materially adversely affect its financial condition.

MISCELLANEOUS CONTRACT PROVISIONS

31. This Agreement may not be modified or amended except with the written consent of DHCD or its successors and assigns, the Municipality or its successor and assigns, and Developer or its successors and assigns.

32. Developer warrants that it has not, and will not, execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof, and that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations set forth and supersede any other requirements in conflict therewith.

33. The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions thereof.

34. Any titles or captions contained in this Agreement are for reference only and shall not be deemed a part of this Agreement or play any role in the construction or interpretation hereof.

35. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include corporations and associations, including public bodies, as well as natural persons.

36. The terms and conditions of this Agreement have been freely accepted by the parties. The provisions and restrictions contained herein exist to further the mutual purposes and goals of DHCD, the Municipality and the Developer set forth herein to create and preserve access to land and to decent and affordable rental housing opportunities for eligible families who are often denied such opportunities for lack of financial resources.

NOTICES

37. Any notice or other communication in connection with this Agreement shall be in writing and (i) deposited in the United States mail, postage prepaid, by registered or certified mail, or (ii) hand delivered by any commercially recognized courier service or overnight delivery service, such as Federal Express, or (iii) sent by facsimile transmission if a fax number is designated below, addressed as follows:

If to the Developer:

Megansett Crossing, LLC
107 Lakeview Avenue
Falmouth, MA 02540
Attention: Michael Galasso
Email : mbgalasso@baronegalasso.com

If to DHCD:

Department of Housing and Community Development
100 Cambridge St., Suite 300
Boston, MA 02114
Attention: Director of Local Initiative Program
Fax: 617-573-1330

If to the Municipality:

Town of Falmouth, Massachusetts,
acting by and through its Affordable Housing Fund
59 Town Hall Square
Falmouth, MA 02540
Attention: Town Manager Office
Email: townmanager@falmouthma.gov

Any such addressee may change its address for such notices to any other address in the United States as such addressee shall have specified by written notice given as set forth above.

A notice shall be deemed to have been given, delivered and received upon the earliest of: (i) if sent by certified or registered mail, on the date of actual receipt (or tender of delivery and refusal thereof) as evidenced by the return receipt; or (ii) if hand delivered by such courier or overnight delivery service, when so delivered or tendered for delivery during customary business hours on a business day at the specified address; or (iii) if facsimile transmission is a permitted means of giving notice, upon receipt as evidenced by confirmation. Notice shall not be deemed to be defective with respect to the recipient thereof for failure of receipt by any other party.

RECORDING

38. Upon execution, the Developer shall immediately cause this Agreement and any amendments hereto to be recorded or filed with the Registry, and the Developer shall pay all fees and charges incurred in connection therewith. Upon recording or filing, as applicable, the Developer shall immediately transmit to DHCD and the Municipality evidence of such recording or filing including the date and instrument, book and page or registration number of the Agreement.

GOVERNING LAW

39. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. Any amendments to this Agreement must be in writing and executed by all of the parties hereto. The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions hereof.

DELEGATION BY DHCD

40. DHCD may delegate its compliance and enforcement obligations under this Agreement to a third party, if the third party meets standards established by DHCD, by providing written notice of such delegation to the Developer and the Municipality. In carrying out the compliance and enforcement obligations of DHCD under this Agreement, such third party shall apply and adhere to the pertinent standards of DHCD.

[end of page; signatures on following pages]

IN WITNESS WHEREOF, the parties have caused these presents to be signed and sealed by their respective, duly authorized representatives, as of the day and year first written above.

DEVELOPER:

MEGANSETT CROSSING, LLC

By: _____

By: **Michael Galasso**
Its: **Manager**

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF BARNSTABLE, ss.

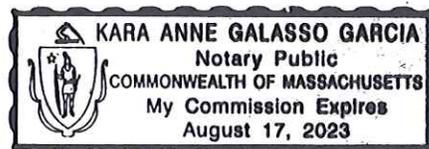
On this 14th day of November, 2021, before me, the undersigned notary public, personally appeared Michael Galasso, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily, as Manager of Megansett Crossing, LLC, for the stated purpose as the voluntary act of Megansett Crossing, LLC.



Notary Public

Print Name: *KARA ANNE GALASSO GARCIA*

My Commission Expires: *AUGUST 17, 2023*



**DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT, AS
SUBSIDIZING AGENCY AS AFORESAID**

By: _____
Its:

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY, ss.

On this _____ day of _____, 2021, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as _____ for the Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
Print Name:
My Commission Expires:

MUNICIPALITY:

**TOWN OF FALMOUTH, MASSACHUSETTS
Acting by and through its Affordable Housing
Fund**



By: _____
Its: _____

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF BARNSTABLE, ss.

On this _____ day of _____, 2021, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as the _____ for the Town of Falmouth, Massachusetts, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
Print Name:
My Commission Expires:

Attachments:

- Exhibit A – Legal Description
- Appendix A – Rent Schedule
- Appendix B – Fees Payable to DHCD

**CONSENT AND SUBORDINATION OF MORTGAGE
TO REGULATORY AGREEMENT**

Reference is hereby made to a certain Mortgage dated November __, 2021, given by Megansett Crossing, LLC to Eastern Bank, recorded with the Barnstable Registry of Deeds herewith (the "Senior Mortgage").

The Undersigned, present holder of said Mortgage, hereby recognizes and consents to the execution and recording of this Agreement and agrees that the aforesaid Mortgage shall be subject and subordinate to the provisions of this Agreement, to the same extent as if said Mortgage had been registered subsequent thereto. The Undersigned further agrees that in the event of any foreclosure or exercise of remedies under said Mortgage it shall comply with the terms and conditions hereof.

EASTERN BANK

By: _____
Its:

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this ____ day of November, 2021, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily, as _____ of Eastern Bank, for its stated purpose as the voluntary act of Eastern Bank.

Notary Public
Print Name:
My Commission Expires:

EXHIBIT A
LEGAL DESCRIPTION

APPENDIX A
RENT SCHEDULE (INITIAL)

Re: Megansett Crossing Apartments
Falmouth, MA
Megansett Crossing, LLC

Initial Maximum Rents and Utility Allowances for Low and Moderate Income Units

	<u>Rents</u>	<u>Utility Allowances</u>
Two-bedroom Units	\$1,750	\$106
Three-bedroom Units	\$1,944	\$129

APPENDIX B

FEEES PAYABLE TO DHCD

During the term of this Agreement, the Developer shall pay to DHCD a Monitoring Fee of \$30.00 per month for each Affordable Unit (3 units) with a maximum annual fee of \$4,000.00. The Developer shall make each such payment to DHCD within ten (10) days of the end of the calendar year.

SUMMARY OF ACTIONS

2. Administrative Orders

- g. Vote retroactive approval of application for the Mass Wildlife Climate Change Resilience Grant Opportunity (CCRGO) to fund habitat improvement project

Diane Davidson

From: Mark Kasprzyk
Sent: Thursday, November 4, 2021 10:43 AM
To: Falmouth Town Manager
Cc: Jennifer Lincoln
Subject: RE: Mass Wildlife Habitat Grant -

Hi Julian –

We are still waiting to hear back from MassWildlife Habitat about grant funding for the continued control of invasive plant species at the Coonamessett fields (south of Rt. 151 and west of Ranch Road). We had planned to include a request for a prescribed burn in the application but discovered there were no burn contractors left in the New England area. The one burn contractor that remained took a position with the army base last year.

We have been notified of is a new funding source recently created. The MassWildlife Climate Change Resilience Grant Opportunity (CCRGO) is a subset of the MassWildlife Habitat Management Grant Program and seeks to fund habitat improvement projects in ecological communities disproportionately susceptible to climate change – prescribed burns are high on their list. After speaking to contacts with US Fish & Wildlife agencies, we have learned there is a highly qualified burn group from New Jersey that could potentially do our project. The burn group is interested and to bring down their cost estimate, we are reaching out to other towns in the region who are prescribed burn candidates. We would like to request permission to apply for this grant for the 2022 season.

The application to Mass Wildlife would request funding for a prescribed burn to further promote the sandplain grassland restoration process. Thanks to Caren Caljouw at MassWildlife, the Town is currently under the Crane Wildlife Management Area's State burn permit to burn approximately 12 acres. We would request to amend the State permit to burn an additional existing 5 acres if possible. All other burn requirements, communications and insurance would be covered by the burn contractor with copies supplied to the Town. There is no requirement for in-kind services or a cash match (i.e. no commitment by the Town).

The application deadline is November 22nd and grants range from \$10,000 to \$50,000. We will not know what our cost request until we receive a quotes, likely \$20 to \$25,000.

Please schedule us for the next available Selectman's meeting. We will be happy to supply any additional information if needed and thank you for your consideration.

Mark Kasprzyk
Conservation Land Manager/MES Technician

59 Town Hall Square
Falmouth, MA 02540
[REDACTED]

Diane Davidson

From: Mark Kasprzyk
Sent: Friday, November 19, 2021 3:43 PM
To: Falmouth Town Manager
Cc: Jennifer Lincoln; Jamie Mathews (jamiemathews@verizon.net)
Subject: RE: Mass Wildlife Habitat Management Grant - award for 2022 field season
Attachments: FY22 MWHMGP Press Release 11.15.21.pdf; 4 Town of Falmouth Award Letter.pdf

Greetings –

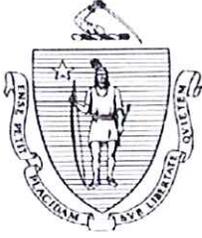
As you may have heard, we heard back this week that we were a recipient of the Mass Wildlife Habitat Management Grant for the 2022 season. Attached is the State's award letter along with their press release.

Thank you all for the support in getting this through. Betsy, as usual, was instrumental and this accomplishment would have been very difficult to pull off without her. We're really hoping this new Climate Resiliency Grant through their office will be met with similar success.

Enjoy the weekend.

Mark Kasprzyk
Conservation Land Manager/MES Technician

59 Town Hall Square
Falmouth, MA 02540
508-495-7447



OFFICE OF THE GOVERNOR
COMMONWEALTH OF MASSACHUSETTS
STATE HOUSE • BOSTON, MA 02133
(617) 725-4000

CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

November 15, 2022

Mr. Mark Kasprzyk
Town of Falmouth
Conservation Department
59 Town Hall Square
Falmouth, MA 02540

Dear Mr. Kasprzyk:

Congratulations!

I am pleased to notify you that the Town of Falmouth has been awarded a grant of up to \$20,587.00 to implement the Coonamessett Fields MassWildlife Habitat Management Grant Project. Thank you for your commitment to protecting and preserving wildlife habitat in Massachusetts.

Through this funding, and your continued support, we hope to manage our conserved lands for both game species and species of greatest conservation need, and to promote access to the public of our natural areas throughout the Commonwealth.

You will be receiving further instructions from the Division of Fisheries and Wildlife on next steps, and please feel free to contact James Burnham, (james.burnham@mass.gov) if you have any questions.

Governor Charles D. Baker

Lt. Governor Karyn E. Polito

Handwritten signature of Charles D. Baker in blue ink.

Handwritten signature of Karyn E. Polito in blue ink.

Department of Fish and Game

Charlie Baker
Governor

Karyn Polito
Lt. Governor



Kathleen Theoharides
Secretary

Ron Amidon
Commissioner

FOR IMMEDIATE RELEASE:
November 15, 2021

CONTACT

Craig Gilvarg

Craig.Gilvarg@Mass.Gov



Baker-Polito Administration Announces Grants to Support Habitat Management Across the Commonwealth

BOSTON – Seeking to complement ongoing habitat management efforts on state lands and promote opportunities for outdoor recreation, the Baker-Polito Administration today announced it has awarded \$184,400 in state grant funds to eight organizations and municipalities to improve wildlife habitat on 276 acres of land within the Commonwealth. Now in its seventh year, the Department of Fish and Game’s (DFG) MassWildlife Habitat Management Grant Program has provided financial assistance to private and municipal landowners of conserved lands to improve and manage habitat for wildlife deemed in greatest conservation need and for certain game species.

“The Commonwealth’s investment in wildlife habitat enhancement projects greatly benefit our native wildlife while simultaneously improving recreational opportunities for people who enjoy outdoor activities, such as fishing, hunting, and wildlife observation,” said **Governor Charlie Baker**. “Improving habitat through active restoration and management also creates a more climate-resilient habitat, an important adaptation strategy as we confront climate change.”

“The Habitat Management Grant Program provides municipalities and conservation organizations with vital funding that is important to properly manage wildlife habitat to the benefit of both wildlife and people,” said **Lieutenant Governor Karyn Polito**. “These groups do not have all the funds necessary to conduct critical habitat management activities, and our Administration is proud to partner with them to help fill that gap.”

While the DFG's Division of Fisheries and Wildlife (MassWildlife) and other conservation organizations have made unprecedented investments in land acquisition in Massachusetts, land protection alone is not enough to guarantee the persistence of the Commonwealth's diverse wildlife. Investment in habitat restoration and management is needed on public and private lands across the state. To address this need, the Administration has substantially increased investment in habitat management on state wildlife lands and are committed to working with partners to promote these efforts on other conserved lands across the state. The MHMGP program encourages landowners to engage in active habitat management on their properties to benefit wildlife.

"The Department of Fish and Game's active habitat management program enhances wildlife restoration and outdoor recreational opportunities on more than 225,000 acres of wildlife management area lands overseen by MassWildlife," said **Energy and Environmental Affairs Secretary Kathleen Theoharides**. "These projects receiving funding complement that work, which is important for common and rare wildlife and plants, and necessary for ecological resiliency and diversity."

"Most forests and other wildlife habitats in Massachusetts are not state-owned, and we rely on conservation organizations, cities and towns, private landowners, and other partners to help us manage habitat to benefit all wildlife," said **Department of Fish and Game Commissioner Ron Amidon**. "This program provides us with the opportunity to expand our habitat management footprint, directly benefiting wildlife, sportsmen and women, and other people who enjoy outdoor recreation."

"MassWildlife's Habitat Management Program focuses on habitat conservation for less common birds, mammals, reptiles, and amphibians, because the kinds of habitats they need are less common," said **Mark Tisa, MassWildlife Director**. "As the agency responsible for the conservation of all wildlife and their habitats for the benefit and enjoyment of all Massachusetts' residents and visitors, this program helps the Baker-Polito Administration both partner with others to conserve rare and common wildlife and enhance everyone's connection to the state's wildlife and wild places."

The following eight projects will receive MassWildlife Habitat Management Grants:

- Dunstable – Zoo New England, in conjunction with the Town of Dunstable, has been awarded \$11,289 to conduct scrub-shrub habitat improvement work to benefit rare species at the Pierce Town Forest.
- Falmouth – The Town of Falmouth will receive \$20,587 to improve sandplain grasslands at Coonamessett Reservation.
- Fitchburg – Mass Audubon has been awarded \$50,000 to improve pitch pine forest at the Flat Rock Reservation.

- Groton – The Town of Groton will receive \$29,050 to create and improve open field and shrub habitat at Priest Hill.
- Lenox – The Town of Lenox, in conjunction with the Berkshire Natural Resources Council, has been awarded \$26,810 to control the hardy kiwi vine at Kennedy Park and adjacent properties.
- Nantucket – The Nantucket Conservation Foundation has been awarded \$13,024 to manage sandplain barrens and heathlands on the Middle Moors property.
- Sheffield – The Sheffield Land Trust will receive \$16,040 to conduct brush hogging and invasive species control at Ashley Falls Woods.
- South Lee – South Lee Associates, in conjunction with the Berkshire Natural Resources Council, will receive \$17,400 to control invasive species and improve floodplain forest habitats on multiple Housatonic River properties.

“Congratulations to the towns of Dunstable and Groton for receiving grant awards from the MassWildlife Habitat Management program,” said **Senator Edward Kennedy (D-Lowell)**. “The funding provided for habitat improvement will dually benefit the citizens of these towns and the local fauna that call these habitats home. I want to extend my congratulations to all those involved in the grant application process, your hard work and dedication brought these projects to fruition.”

“Western Mass is home to some of the most precious, and vital natural lands that provide essential ecosystems and clean air,” said **Senator Adam Hinds (D-Pittsfield)**. “Protecting these lands from invasive species must continue to be a top priority.”

“The funds from the MassWildlife Habitat management grant will be instrumental for both Kennedy Park and areas along the Housatonic River,” said **Rep. Smitty Pignatelli (D-Lenox)**. “The Berkshires are known for our natural landscapes, and the improvements made possible by this grant will allow our residents to continue to access and enjoy these beautiful natural landscapes for generations to come.”

###

PUBLIC HEARINGS

1. Fee Hearing – Discuss and Vote to Establish and Promulgate Fees for 2022 (15 minutes)

**TOWN OF FALMOUTH
SELECT BOARD
PUBLIC HEARING NOTICE**

As provided under Chapter 119, of the Code of Falmouth, a Public Hearing will be held in the Select Board Meeting Room, Falmouth Town Hall on MONDAY, NOVEMBER 22, 2021 at 7:30 PM to establish and promulgate fees, which are EFFECTIVE AS OF JANUARY 1, 2022 to be charged by Town Departments and agencies, except as provided by M.G.L., School Department, Planning Board, Library, Town Clerk, Town Treasurer and Collector of Taxes.

The proposed changes in fees are listed below:

Douglas C. Brown, Chair
SELECT BOARD

<u>DEPARTMENT</u>	<u>PRESENT FEE</u>	<u>PROPOSED FEE</u>
<u>BEACH DEPARTMENT</u>		
<u>ANNUAL STICKER FEES</u>		
Seasonal Non-Resident Sticker – Change Name Only to:		
Seasonal Non-Resident (In-Town) Sticker	\$275.00	\$275.00
Seasonal Non-Resident (Out-of-Town) Sticker	New	\$375.00
Timesharing/Interval Ownership Sticker – Change Name Only to:		
Military & Timesharing/Interval Ownership Sticker	\$40.00	\$40.00
<u>DAILY PARKING FEES</u>		
Old Silver Beach	\$20.00	\$30.00
Surf Drive Beach	\$15.00	\$20.00
Mill Road Extension of Surf Drive	\$15.00	\$20.00
Menauhant Beach (East)	\$15.00	\$20.00
Motorcycles pay the same as any motor vehicle		
<u>HEALTH DEPARTMENT</u>		
DISPOSAL WORKS CONSTRUCTION AND MAINTENANCE PERMITS:		
Title 5 Inspection Report Filing/Orders to Correct Failures	\$25.00	\$40.00
FOOD SERVICE PERMITS:		
Catering	\$75.00	\$100.00
MOBILE/TEMPORARY FOOD PERMITS:		
Annual Mobile/Temporary Food Permit or 5+ Days	\$125.00	\$150.00
OTHER PERMITS:		
Body Art Establishment	\$50.00	\$100.00
Body Art Practitioner	\$25.00	\$50.00
Swimming Pools and Spa Permit	\$75.00	\$100.00
Tobacco Permit	\$50.00	\$75.00
Well Permit	\$25.00	\$50.00
Re-inspection fee for failed inspections (other than food inspections) New		\$50.00
<u>MARINE AND ENVIRONMENTAL SERVICES</u>		
<u>HARBOR MASTER/WATERWAYS</u>		
<u>MOORINGS</u>		
Private (minimum fee \$100.00)	\$45.00 +2.00/ft.	Remove
<u>Private</u>		
14' and under	New	\$105.00
15' to 19'	New	\$110.00
20' to 28'	New	\$115.00
29' and over	New	\$45.00 +\$2.50/ft.

SLIPS/WHARFAGE

Transient Slips (per day rates):

(April-August: Nights 1-14 regular rate, 15-22 double rate, 23 plus triple rate)		Remove
(June-August: Nights 1-14 regular rate, 15-22 double rate, 23 plus triple rate, Max. 30 nights)		Add
(Maximum stay 14 nights, then rate doubles April-August)		Remove
(June, July & August: maximum stay is 30 nights)		Remove
June	\$1.50/ft.	\$2.00/ft.
July 1 st to August 31 st		Remove
Less than 71'	\$3.00/ft.	Remove
72' to 99'	\$3.50/ft.	Remove
100' or larger	\$5.00/ft.	Remove
July & August		Add
All except Tide's Bulkhead	New	\$3.00/ft.
Tide's Bulkhead	New	\$2.25/ft.

Power Charges (Seasonal Slips All Areas):

50 amp/220V	\$850.00/season	\$950.00/season
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Tide's Bulkhead (Loading and Unloading Area):

Fueling Vessel (per event)	New	\$100.00
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MARINE AND ENVIRONMENTAL SERVICES

SHELLFISHING LICENSES

Commercial, Full-Time Student	\$150.00	Remove
-------------------------------	----------	--------

RECREATION DEPARTMENT

Use of Gymnasium (for instructors of sports or exercise)	New	\$25.00/hour
Youth Golf	\$50.00	\$75.00
Youth Archery	New	\$30.00
Youth Volleyball	New	\$30.00
Recreation Field Use (for exercise classes)	New	\$25.00/hour

Falmouth Enterprise: Friday, November 12, 2021

Health Agent Scott McGann had reservations about the proposal. His concern stems from putting in provisional-use systems in the

help the committee when it begins writing the bylaw to ensure the language is clear for proper enforcement.

go out to 500 feet," Mr. Waterbury said.

The committee also plans to approach the bylaw in steps to make it clear to community members that this is a town investment that, depending on success, could be implemented in estuaries across town.

"As we go down through these coastal ponds we are always going to try and do it in iterations. Rather than sewerage all the way up to the Sandwich border, we're saying we think we can make a lot of this work if we go up only to Route 28, even though the models say you may have to go farther," Mr. Waterbury said.

often called houseboat stages are more accurate "house floats," because on top of pontoons and cannot propel the is the only community on Cape Cod.

"Generally speaking the houseboat fleet is doing a great job in regulating the I don't get complaints until this year," Mr. Fr

Program On Ecological Restoration

League of Women Voters of Falmouth will present a program on "Ecological Restoration in Falmouth: the Coonamessett River and the Peterson Farm Vernal Pool Restoration Project," at 7 PM on Thursday at Falmouth Academy.

Elizabeth Gladfelter of the Falmouth Conservation Commission will discuss

restoring cranberry bogs along the river to a diverse habitat of native flora and fauna. Mark Kasprzyk, Falmouth Conservation MES tech, will discuss methods employed to control invasive species along the river as well as at Peterson Farm's vernal pool, the site of LWVF's Centennial Grove of tupelo trees.



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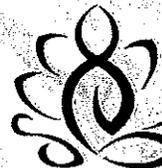
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DEPARTMENT	PRESENT FEE	PROPOSED FEE
MARINE AND ENVIRONMENTAL SERVICES		
HARBOR MASTER/WATERWAYS		
MOORINGS		
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SLIPS/WHARFAGE		
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(June-August: Nights 1-14 regular rate, 15-22 double rate, 23 plus triple rate, Max. 30 nights)		
		Add
(Maximum stay 14 nights, then rate doubles April-August)		
		Remove
(June, July & August: maximum stay is 30 nights)		
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July 1 st to August 31 st		Remove
Less than 71'	\$3.00/ft.	Remove
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100' or larger	\$5.00/ft.	Remove
July & August		Add
All except Tide's Bulkhead	New	\$3.00/ft.
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50 amp/220V	\$850.00/season	\$950.00/season
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MARINE AND ENVIRONMENTAL SERVICES		
SHELLFISHING LICENSES		
Commercial, Full-Time Student	\$150.00	Remove
RECREATION DEPARTMENT		
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Youth Volleyball	New	\$30.00
Recreation Field Use (for exercise classes)	New	\$25.00/hour

Falmouth Enterprise: Friday, November 12, 2021



Gary L. Brake, M.D.

Discover

We understand your combined program, sun/age spot



Beach

Memorandum

November 18, 2021

To: Select Board

From: Maggie Clayton, Acting Beach Superintendent

Cc: Julian Suso, Town Manager

RE: Select Board Agenda, November 22, 2021, Public Hearing Item #1
Fee Hearing – Discuss and Vote to Establish and Promulgate Fees for 2022

In assessing the Beach Department's mission of protecting the Town's beaches and making them a safe, sought after destination, I reflected on how we may continue to provide the community with our services, while affording more equitable access to groups not currently accounted for in our fee schedule.

The new "Seasonal Non-Resident (Out-of-Town) Sticker" is a proposal based on renewed understanding of the offerings of other Cape Cod communities. Barnstable, the National Seashore, Dennis, Eastham, Orleans, and Yarmouth all offer this category to non-residents. It means that a family who lives in Bourne, and wants to go to a beach that has lifeguards actively watching for dangerous conditions, can now come to Falmouth for an annual fee, and get to have what might be a beach day in their town, but now with additional safety precautions. As it is an established practice, we would work with our vendor to manage the intake of information that's unable to be tied to our MMS tax system.

The name change to include "Military" in the title of Timesharing/Interval Ownership parking permit sticker is to clarify a practice that already exists in our rules, which should better inform those who are eligible of the option.

The daily parking fee increases are to harmonize Falmouth rates with other Cape towns. Having lower rates has not increased beach traffic here, as parking lot usage has stayed the same for multiple years. The change will allow the Beach Dept. to continue as a revenue center for the Town, while also confronting the reality of increased operation costs.

"Motorcycles pay the same as any motor vehicle" is a concept generated by Beach Committee discussion, rather than set forth by the Dept.

I will be in attendance at the Select Board meeting to answer questions.

Respectfully submitted,

Maggie Clayton
Acting Beach Superintendent

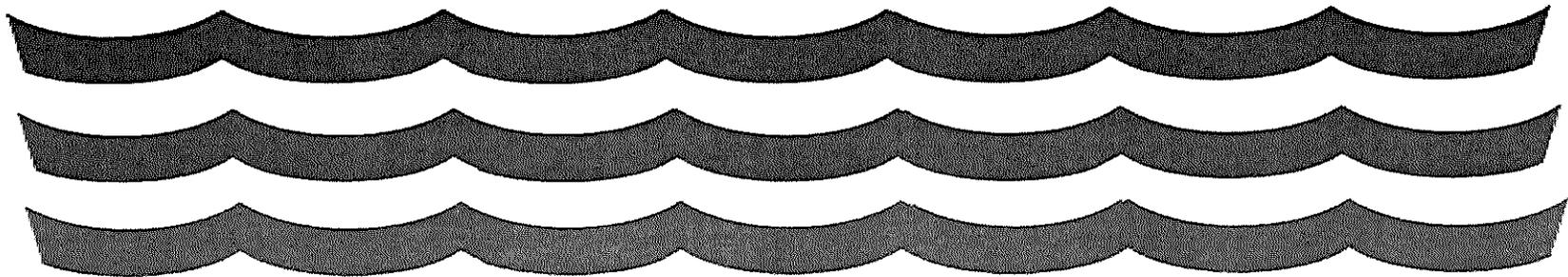
BEACH FEE SURVEY 2021

Town	Beach Parking Fees					REPLACEMENT STICKER	Visitor Beach Parking Permits				Resident Taxpayer		Comments/Changes for next year
	Daily	Discount Coupons	Pre- Season	Post Season	Weekly		Season		1st Sticker	2nd & additional			
							1 Week	2 Week			In Town	Out of town	
Barnstable	\$25	N/A	25	N/A	\$5w/original \$45w/o orig	\$80	N/A	\$275	\$375 landlord	\$45	\$45		
CCNS	\$25	N/A	\$25	\$25	\$0	N/A	N/A	\$60 CACO	\$60 CACO	N/A	N/A	\$15 walk-in \$20 bicycle, \$15 motorcycle	
Chatham	\$20	N/A	N/A	N/A	\$0	\$75	N/A	\$175	N/A	\$25	\$20		
Dennis	\$25 \$30 wkend	N/A	\$25 \$30 wkend	N/A	\$10	\$90	N/A	\$180	\$360	\$5	\$50	*Know first week in December	
Eastham	\$25	N/A	N/A	\$25	\$7	\$100	\$150	\$250	\$250	\$25	\$25	2nd year of post season - possible pre-season in 2022	
Falmouth	\$15(Surf Dr, Mill & Menauhant E.) \$20(Old Silver)	\$15 Hotel/Motel	\$20.00 Old Silver Only	\$20.00 Old Silver Only	\$10 with original \$40 without	\$80	\$130/2wk \$175/3wk \$225/4wk	\$275	N/A	\$40	\$40	Time Share/Interval Ownership = \$40 as resident/taxpayer, but expiration date linked to week(s) @condo; not full season	
Harwich	\$30	N/A	N/A	N/A	\$5	\$65	\$125	\$150	N/A	\$25	\$25		
Mashpee	N/A	N/A	N/A	N/A	\$5	\$50	N/A	N/A	N/A	\$30	\$30		
Orleans	\$30	N/A	N/A	N/A	\$5.00	\$125	N/A	\$300	\$300	\$25	\$25		
Sandwich	\$20	N/A	N/A	N/A	0 w/sticker 5 w/out sticker	\$50	N/A	\$105	N/A	\$35	\$20	Buses- 15 passenger less \$30 16 or more \$50 Bourne Residents-\$35	
Truro	\$20	N/A	N/A	N/A	\$5	\$75	\$125-2w \$175-3w \$225-4w	\$250	N/A	\$20	\$20	No fee for walk-in / bicycle	
Wellfleet	\$30	N/A	N/A	N/A	\$5.00	\$100	\$190	\$325	N/A	\$30	\$30	\$65 for a 3 day	
Yarmouth	\$20	\$10.50 handicap \$1	N/A	N/A	\$5.00	\$75	N/A	\$250	\$250	\$35	\$35	bus parking \$45.00 boat daily \$10.00 boat seasonal \$110.00	

From Beach Committee presentation of November 8, 2021.

Recommended Fee Adjustments for 2022

- Raise daily fee for Old Silver Beach from \$20 to \$30
- Raise \$15 daily fee for Menauhant & Surf Drive parking lots to \$20
- Have motorcycles pay the same as any motor vehicle
- No change in the current \$40 seasonal parking pass for residents and no change in swim instruction fees.



Health

Diane Davidson

From: Scott McGann
Sent: Wednesday, November 10, 2021 3:52 PM
To: Diane Davidson
Subject: Proposed Health Fees for 2022.docx
Attachments: Proposed Health Fees for 2022.docx

Building Structure with 6 or Fewer Dwelling Units	\$120.00
Building Structure with More than 6 Dwelling Units	\$300.00
Re-inspections	\$50.00

HEALTH DEPARTMENT

DISPOSAL WORKS CONSTRUCTION AND MAINTENANCE PERMITS

New single family residential construction and upgrades to septic systems	\$150.00
Replacement of individual non-leaching system components (septic tank, distribution box, piping)	\$50.00
Commercial and multi-family septic systems <2000 gallons per day	\$200.00
Commercial and multi-family septic systems >2000 gallons per day	\$350.00
Special Septic Permit Fee in Addition to Standard Fees (variance letters/trench permits)	\$25.00
Septic Installers Permits	\$100.00
Septic Pumpers Permits	\$100.00
Percolation Test	\$100.00
Title 5 Inspection Report Filing/ Orders to Correct Failures	\$25.00 (proposed \$40)

note - this one was missing off the list

FOOD SERVICE PERMITS

Annual or Seasonal Food Service Permit – Fewer than 50 Seats	\$150.00
Annual or Seasonal Food Service Permit – More than 50 Seats	\$200.00
Catering	\$75.00 (proposed \$100)
Continental Breakfast & Bed & Breakfast Establishments	\$25.00
Frozen Dessert Manufacturer's Permit	\$25.00
Residential Kitchen Permit	\$25.00

MOBILE/TEMPORARY FOOD PERMITS

Mobile/Temporary Food Permit (1-4 Days)	\$25.00/day
Annual Mobile/Temporary Food Permit or 5+ Days	\$125.00 (proposed \$150)
Mobile Offering Pre-Packaged Foods, Frozen Novelties & Non-Potentially Hazardous Foods (non-TCS)	\$25.00

RETAIL FOOD ESTABLISHMENTS

More than 5,000 square feet retail space with potentially hazardous food preparation	\$300.00
Less than 5,000 square feet retail space with potentially hazardous food preparation	\$200.00
Retail stores offering prepackaged foods, frozen novelties and non-potentially hazardous foods only	\$50.00

Food Service Re-Inspection Fee	First: \$100.00	All subsequent: \$200.00
After Hours (Night & Weekend) Inspection Fee		\$200.00

OTHER PERMITS

Body Art Establishment	\$50.00 (proposed -\$100)
Body Art Practitioner	\$25.00 (proposed \$50)
Recreational Camp Permit	\$75.00
Campground Permit	\$50.00

Motel Permit	\$50.00
Rental Permit	\$25.00
Town Contractor Obligated to Deliver Waste to Upper Cape Regional Transfer Station	\$500.00
All Other Private Rubbish Collectors of Private and Business Accounts, Including Construction and Demo Roll-Off Containers – Per Business	\$50.00
Semi-Public Beach Permit	\$10.00
Stable Permit	\$5.00/horse
Swimming Pools and Spa Permit	\$75.00 (proposed \$100)
Tobacco Permit	\$50.00 (proposed \$75)
Well Permit	\$25.00 (proposed \$50)
NEW FEE - Reinspection fee for failed inspections (other than food inspections)	\$50.00 proposed

Note: Fees for activities commenced without a permit will be doubled.

HISTORICAL COMMISSION

Certificate of Non-Applicability (Administrative/Signs)	\$25.00
Certificate of Hardship	\$75.00
Certificate of Appropriateness (Renovations/Alterations)	\$75.00
Certificate of Appropriateness (New Construction/Additions)	\$200.00
Certificate of Appropriateness (Demolition)	\$200.00

INSPECTIONAL SERVICES DEPARTMENT FEES

NEW RESIDENTIAL AND COMMERCIAL CONSTRUCTION

Residential, Hotel, Motel, Storage, etc. \$8.00/thousand*, \$50.00 min.

ALTERATIONS/ADDITIONS FOR RESIDENTIAL AND COMMERCIAL CONSTRUCTION

After Hours and Weekend Inspection Fee (ALL PERMITS)

Alterations	\$8.00 per thousand*, \$50.00 min.
Certificate of Inspection	(per Table 110 MSBC)
Certificate of Use and Occupancy	\$25.00
Change of Use/Occupancy	\$25.00
Duplicate Permit	\$25.00
Handicapped ramp on residential property	No Fee
Re-inspection fee	\$50.00
Sheet Metal/Mechanical – Residential and Commercial	\$8.00/thousand*, \$100.00 min.
Sign Permit	\$8.00/thousand*, \$100.00 min.
Stoves (wood, coal, pellet)	\$50.00 per stove
Temporary Structure, i.e. trailer, tents, etc.	\$50.00 per unit
Trenches	\$25.00 - \$45.00

CONSOLIDATED PERMIT (effective August 11, 2015)

Consolidated permit to include:	\$50.00
Sewer Service Permit	
Trench Permit	
Plumbing Permit	
Title 5 Septic Abandonment	
Consolidated permit as above with Electrical Permit	\$50.00

Marine & Environmental Services

Diane Davidson

From: Gregg Fraser
Sent: Thursday, October 14, 2021 2:32 PM
To: Diane Davidson
Cc: Gregg Fraser
Subject: MES proposed 2022 Fees.docx
Attachments: MES proposed 2022 Fees.docx; 20211014142419313.pdf

Hello Diane,

Attached please find:

1. MES Proposed fee changes for 2022 (changes are in red)
2. Background support information

Thank you,
Gregg

**MARINE AND ENVIRONMENTAL SERVICES DEPARTMENT
ANIMAL CONTROL**

Pick-up Fee	\$25.00
Pick-up Fee, subsequent time in same calendar year	\$35.00
Care and Custody Fee	\$15.00
Care and Custody Fee, subsequent time in same calendar year	\$25.00
No. I.D. Tag or Microchip Identifying Owner	\$5.00
Dead Animal Disposal, Up to 49 Lbs.	\$25.00
Dead Animal Disposal, 50 Lbs. and Over	\$50.00

**MARINE AND ENVIRONMENTAL SERVICES DEPARTMENT
HARBOR MASTER / WATERWAYS**

MOORINGS

Private (minimum fee \$100.00)	\$45.00 + 2.00/ft.
Private	
14' and under	\$105.00
15' to 19'	\$110.00
20' to 28'	\$115.00
29' and over	\$45.00 + 2.50/ft

Commercial Yacht Club	\$140.00
Commercial / Boatyard	\$225.00
Demand / Late Fee	\$50.00
Mooring Tackle Removal Fee	\$100.00
Permit Reinstatement	\$50.00
Wait list application fee*	\$10.00
Wait list renewal fee, deadline March 15 th *	\$10.00
(*See chapter 269-3A (3) & (6))	
Mooring Permit Transfer/Change Fee	\$100.00
Dingy Rack	\$25.00

SLIPS / WHARFAGE

Transient Slips (per day rates):

~~(April-August: Nights 1-14 regular rate, 15-22 double rate, 23 plus triple rate)
(June-August: Nights 1-14 regular rate, 15-22 double rate, 23 plus triple rate, Max 30 nights)
(maximum stay 14 nights, then rate doubles April-August)
(June, July & August: maximum stay is 30 nights)
(30 foot minimum shall apply in July & August)~~

April & May	\$1.00/ft.
June	\$1.50/ft.
	\$2.00/ft.
July 1st to August 31st	
— Less than 71'	\$3.00/ft.
— 72' to 99'	\$3.50/ft.
— 100' or larger	\$5.00/ft.

July & August

All except Tide's Bulkhead	\$3.00/ft.
Tide's Bulkhead	\$2.25/ft
September	\$1.50/ft.
October & November	\$1.00/ft.
Transient processing transaction fee	\$3.50/each
Power Charges (for transient)	
30 amp cord/110V	\$20.00/day
50 amp cord/220V	\$40.00/day
100 amp cord	\$90.00/day
<u>Seasonal Slips (April 15th to Nov. 15th)</u>	
Wait list application fee*	\$10.00
Wait list renewal fee, deadline March 15 th *	\$10.00
(*See chapter 231-6)	
<u>Main Marina & Davis Floating Dock Section:</u>	
Resident	\$161.00/ft.
Non-Resident	\$184.00/ft
<u>Charter Boat Section:</u>	
Resident	\$161.00/ft.
Non-Resident	\$184.00/ft.
<u>Green Pond:</u>	
Resident	\$147.00/ft.
Non-Resident	\$168.00/ft.
(No parking space provided)	
<u>Power Charges (Seasonal Slips All Areas):</u>	
30 amp/110V	\$415.00 for the season
50 amp/220V	\$850.00 for the season
	\$950.00 for the season
100 amp per cord	\$1,950.00/season
<u>Simpson's Landing (Loading and Unloading Area Only):</u>	
Contract rate (yearly)	\$1,000.00
Fueling Truck (yearly)	\$2,500.00
<u>Tide's Bulkhead (Loading and Unloading Area):</u>	
Contract rate (yearly)	\$1,000.00
Fueling Truck (yearly)	\$2,500.00
Fueling Vessel (per event)	\$100.00
Transient Commercial Fishing (monthly)	\$250.00

*No passengers for hire

Eel Pond Dock Outhauls:

Contract April 15th to Nov. 15th \$300.00

Great Harbor Woods Hole Commercial Fishing Dock (Year Round):

Transient Dockage / per night	\$.50/ft.–min. \$30.00/night
Annual rate for self propelled	\$20.00 / ft. – Resident
Annual rate for self propelled	\$40.00/ft. – Non-Resident
Loading and Unloading	\$600.00/month or \$4,500.00/yr.
Per load over one ton	\$100.00/load
3 hour tie-up (crew change, loads under one ton)	No Charge

*No passengers for hire or sailboats.

**MARINE AND ENVIRONMENTAL SERVICES DEPARTMENT
SHELLFISHING LICENSES**

Commercial	\$300.00
Commercial, Full-Time Student	\$150.00
Non-Resident Recreational	\$100.00
Resident/Tax Payer Recreational	\$30.00
Senior Resident	\$6.00
Replacement of Lost Permits	\$5.00

**MARINE AND ENVIRONMENTAL SERVICES DEPARTMENT
AQUACULTURE RENTAL FEES**

<u>Rented Equipment/Supplies</u>	<u>Unit</u>	<u>Fee per 1,000 Oysters Landed</u>
Upweller	Upweller	\$14.00
Field Gear	Site	\$8.00
Overwintering Facility	Tote	\$8.00
Work Float	8'x20' Float	\$9.00
Gear Storage	2,000 sq. ft. space	\$3.00
Floating Bags	Bag	\$28.00

Mooring	Change		as Proposed
	Old	New	Increase
<10	\$ 100.00	\$ 105.00	\$ 5.00
10	\$ 100.00	\$ 105.00	\$ 5.00
11	\$ 100.00	\$ 105.00	\$ 5.00
12	\$ 100.00	\$ 105.00	\$ 5.00
13	\$ 100.00	\$ 105.00	\$ 5.00
14	\$ 100.00	\$ 105.00	\$ 5.00
15	\$ 100.00	\$ 110.00	\$ 10.00
16	\$ 100.00	\$ 110.00	\$ 10.00
17	\$ 100.00	\$ 110.00	\$ 10.00
18	\$ 100.00	\$ 110.00	\$ 10.00
19	\$ 100.00	\$ 110.00	\$ 10.00
20	\$ 100.00	\$ 115.00	\$ 15.00
21	\$ 100.00	\$ 115.00	\$ 15.00
22	\$ 100.00	\$ 115.00	\$ 15.00
23	\$ 100.00	\$ 115.00	\$ 15.00
24	\$ 100.00	\$ 115.00	\$ 15.00
25	\$ 100.00	\$ 115.00	\$ 15.00
26	\$ 100.00	\$ 115.00	\$ 15.00
27	\$ 100.00	\$ 115.00	\$ 15.00
28	\$ 101.00	\$ 115.00	\$ 14.00
29	\$ 103.00	\$ 117.50	\$ 14.50
30	\$ 105.00	\$ 120.00	\$ 15.00
31	\$ 107.00	\$ 122.50	\$ 15.50
32	\$ 109.00	\$ 125.00	\$ 16.00
33	\$ 111.00	\$ 127.50	\$ 16.50
34	\$ 113.00	\$ 130.00	\$ 17.00
35	\$ 115.00	\$ 132.50	\$ 17.50
36	\$ 117.00	\$ 135.00	\$ 18.00
37	\$ 119.00	\$ 137.50	\$ 18.50
38	\$ 121.00	\$ 140.00	\$ 19.00
39	\$ 123.00	\$ 142.50	\$ 19.50
40	\$ 125.00	\$ 145.00	\$ 20.00
41	\$ 127.00	\$ 147.50	\$ 20.50
42	\$ 129.00	\$ 150.00	\$ 21.00
43	\$ 131.00	\$ 152.50	\$ 21.50
44	\$ 133.00	\$ 155.00	\$ 22.00
45	\$ 135.00	\$ 157.50	\$ 22.50
46	\$ 137.00	\$ 160.00	\$ 23.00
47	\$ 139.00	\$ 162.50	\$ 23.50
48	\$ 141.00	\$ 165.00	\$ 24.00
49	\$ 143.00	\$ 167.50	\$ 24.50
50	\$ 145.00	\$ 170.00	\$ 25.00

OTHER TOWN MOORING FEES:				
		Private	Comm	Yacht Club
Mashpee	up to 20'	200	400	400
	20-25	250		
	25-30	300		
	30 +	400		
Barnstable		135	225	225
Bourne		100	200	
Yarmouth				
	Up to 20	150		
	21-25	175		
	26-30	200		
	31-35	225		
	36-40	250		
	41-45	300		
Tisbury	<20	98		
	20-30	163		
Oak Bluffs		200		
Edgartown		200		
Nantucket	Up to 16	80	200	
	17-23	100		
	24-32	200		
	33-49	300		
	50+	500		
Orleans		120	220	
Harwich	Up to 24'	135		
	25'-35'	240		
	35+	305		
Provincetown	less 16'	50		
	16-20	100		
	20-30	150		
	30-40	250		
	40+	300		
Marion		\$70 plus \$5.00/ft	Comm \$180 plus \$5/ft	
	20'	170		

	40'	270		
Wareham		\$75 plus \$3.00/ft		
	20'	135		
	40'	195		
Chatham		3.50/ft	1.50/ft	
	20'	70		
	40'	140		
Dennis	<16	180		
	>16	180 plus \$8/ft		
	30	420		
	40	500		

DREDGING COST INCREASES

BARNSTABLE COUNTY
In the Year Two Thousand Twenty
Proposed Ordinance 20-27

The Cape Cod regional government, known as Barnstable county hereby ordains;

To modify rates for the County Dredge Program

Section 1.

Tier 1 Charges:

For dredging projects 1) with no booster; 2) less than 1,000 cubic yards; and 3) up to 3,000 feet of pipe; there will be a flat fee of \$20,000.00.

Section 2.

Tier 2 Charges:

For dredging projects 1) with no booster; 2) more than 1,000 cubic yards and up to 40,000 cubic yards; and 3) no more than 3,500 feet of pipe; there will be a fee equal to \$11.00 per cubic yard, and a mobilization/demobilization charge equal to ten percent

For dredging projects 1) with a booster; 2) more than 1,000 cubic yards and up to 40,000 cubic yards; and 3) no more than 3,500 feet of pipe; there will be a fee equal to \$15.00 per cubic yard, and a mobilization/demobilization charge equal to ten percent

Section 3.

Tier 3 Charges:

For dredging projects 1) with a booster; and 2) more than 40,000 cubic yards; there will be a fee equal to \$13.00 per cubic yard, and a mobilization/demobilization charge equal to ten percent

Section 4.

In addition to the above rates, there will be a simple fee structure for the use of additional equipment based on a cost basis as follows:

Skid Steer: including transportation to and from the project site (land and water if needed)

Crane Services: loading the Booster Station to and from the truck to the project site; and

Trailing services: for the Excavator or Front End Loader onto project locations.

Section 5.

General Charges:

All dredge jobs will include: 1) pre & post surveys and; 2) rough placement of dredge materials
Mobilization charges will cover: 1) labor, maintenance and repairs; 2) fuel; 3) equipment depreciation;
and 4) movement of dredge equipment (dredge, barge, push boats, skiffs) to the project location.

(Submitted by the Board of Regional Commissioners at a virtual meeting of the Assembly of Delegates held on December 2, 2020)

DREDGING COST INCREASES

Dredging Location	Cost 2020	Cost 2021	New Fee 2022	Increase
Eel River Exten	58,140	0	78166	\$ 20,026.00
Green Pond	16,659	10440	14036	\$ 3,596.00
Great Pond	4777	1899	20000	\$ 18,101.00
Falmouth Harbor	10593	0	14241	\$ 3,648.00
Bournes Appr		32445	43620	\$ 11,175.00

Recreation

November 22, 2021

Diane Davidson

From: Joe Olenick
Sent: Tuesday, October 26, 2021 12:34 PM
To: Diane Davidson
Subject: RE: Fees for 2022

Hi Diane, I have a couple of Fee additions and a possible change. The Committee has approved a fee for Gym use for instructors for any sports like Tennis, Pickleball or Exercise at \$25 per hour. We did not have this before. We can add Youth Archery at \$30, Youth Volleyball \$30. Recreation Field use for exercise classes at \$25 per hour. The possible change is for Youth Golf. I saw that on your list it is \$50 per session. We have it as \$75. In our system the change from 50 to 75 happened in 2012. I will run this by the Committee by email since we do not meet again until after Nov. 5? Please let me know if you have any questions. Thanks Joe

Diane Davidson

From: Joe Olenick
Sent: Monday, November 15, 2021 10:13 AM
To: Diane Davidson
Subject: Jr. Golf fee

Hi Diane, The Recreation Committee approved the fee increase for Jr. Golf at its meeting last Wednesday. Thanks Joe

Joe Olenick
Recreation Director
Falmouth Recreation Department
790 Main Street
Falmouth Ma. 02540
joe.olenick@falmouthma.gov
508-457-2567 x216

PUBLIC HEARINGS

2. Discuss and Vote to Adopt Speed Regulation – Wild Harbor Road, North Falmouth – 30 MPH Speed Limit from Old Main Road to Loren Road (15 minutes)

TOWN OF FALMOUTH
NOTICE OF PUBLIC HEARING
Wild Harbor Road
Speed Limit

In accordance with the provisions of G.L. Ch. 90, s. 18, the Select Board of the Town of Falmouth will hold a public hearing on Monday, November 22, 2021 at 7:30 PM in the Select Board meeting room, Town Hall to take public testimony and comment on the petition of Patricia Johnson et al. to adopt the following speed regulation: THE SPEED LIMIT ON WILD HARBOR ROAD IN NORTH FALMOUTH, MA SHALL BE THIRTY (30) MILES PER HOUR FROM OLD MAIN ROAD TO LOREN ROAD. Following the public hearing the Select Board may vote to submit the proposed speed regulation to the Department of Transportation and the Registry of Motor Vehicles for their joint certification that such speed regulation is consistent with the public interest.

Douglas C. Brown, Chair
Falmouth Select Board

Publication date: Friday, November 5, 2021; Falmouth Enterprise

Diane Davidson

From: Frank Duffy
Sent: Monday, November 22, 2021 9:11 AM
To: Julian Suso; Peter Johnson-Staub
Cc: Diane Davidson
Subject: Speed Limit Wild Harbor Road

Julian: Suggested motion for hearing tonight:

The Select Board received a petition from Patricia Johnson et als under the provisions of G.L. Ch. 90, s. 18 to adopt a speed limit of 30 miles per hour on Wild Harbor Road from Old Main Road to Loren Road. In accordance with said statute, the Select Board issued proper public notice and held a public hearing on November 22, 2021 and upon the evidence presented and the public comments received at the public hearing, the Select Board has determined that the petition should be granted. Now therefore the Select Board adopts the following speed regulation: **THE SPEED LIMIT ON WILD HARBOR ROAD IN NORTH FALMOUTH, MA SHALL BE THIRTY (30) MILES PER HOUR FROM OLD MAIN ROAD TO LORAN ROAD.** Notice of this action shall be sent to the Department of Transportation and the Registry of Motor Vehicles for their joint certification that such speed limit is consistent with the public interest. The town's Department of Public Works shall erect appropriate signage and the Police Department shall enforce the speed limit.

Frank K. Duffy, Town Counsel
Town of Falmouth
157 Locust Street
Falmouth, MA 02540
(508) 548-8800 fax (508) 540-0881

CONFIDENTIALITY NOTICE: This communication and any accompanying document(s) are confidential and privileged. They are intended for the sole use of the addressee. If you receive this transmission in error, you are advised that any disclosure, copying, distribution, or the taking of any action in reliance upon the communication is strictly prohibited. Moreover, any such inadvertent disclosure shall not compromise or waive the attorney-client privilege as to this communication or otherwise. If you are not the intended recipient and have received this communication in error, please contact the sender immediately and delete the original message. Thank you.

We're the upstarts in this up," Mr. Sugar said ahead he last weekend's face-off inst the Mid-Cape Athletic o in Yarmouth. "We're going against the longstanding que champions many times . This is sort of the New York kees of our league that we're ig up against."

Despite the competitive spirit ivalry, most of the players in three-team Cape league have rally known each other for s and tend to be good friends. All the guys playing have wn each other for many years, a though we're from different s of the Cape," Mr. Sugar said. s been a lot of fun. There's at camaraderie between the ns, everybody tends to know

On ian Conflict

member of the US Center for stitutional Rights in the 1980s 1990s and its president from l to 2017, he litigated issues rding the application of inational law. The webinar will ude ample time for audience stions and discussion.

re webinar is free and open to public. Registration is at www.f.world. Click on "Upcoming akers."

To Subscribe Call
508-299-8379

ice of Intent to Prepare an ayflower Wind's Proposed re Massachusetts

ureau of Ocean Energy Management's il Impact Statement (EIS) for the proposed ated approximately 30 miles south of t, Mass. The NOI was published on Nov. 1, 2021. Three virtual public meetings will be

ber: 888-788-0099 (Toll Free),

: 888-788-0099 (Toll Free),

r: 888-788-0099 (Toll Free),

ring for the Zoom meeting at: <https://> s or by using the dial-in number, webinar rtual meetings are open to the public cally via [regulations.gov](https://www.regulations.gov) by searching for ments may also be submitted by mail addressed to Program Manager, Bureau /, 45600 Woodland Road (VAM-OREP), istmarked no later than Dec. 1, 2021. lude your name and address as part of of the public record and will be posted

's process associated with this notice, ctact Genevieve Brune, Environment nergy Programs, 45600 Woodland Road, e@boem.gov.

close losses.

Last weekend, pairs Doug Rugh and Kevin Pease, Joe Bucchanio and Jeff Vivian, and Roy Heffernan and Joe Higgins played on courts one, two, and three, respectively. The team's hopes of surprising their friendly opponents from the Mid-Cape club with a few tricks up their sleeve were successful, but overall fell short of producing a win. Still, Mr. Sugar said he considers their team to be a strong underdog in the league.

"Both teams have mentioned that they've been surprised with how strong we've become as a team," he said.

The team will take on the Outer Cape club again on Saturday, November 13, at 1:30 PM at the Falmouth Sports Center.



by Christopher G. Leberherz
Attorney at Law

WHEN EVICTION IS NECESSARY

As a business owner, serving an eviction notice is not something most landlords derive any pleasure from, but occasionally rental situations can become untenable, and they are forced to do so. An eviction notice is not to be confused with a "termination of lease" notice (though it may follow one), and it is required by law to be served in order to begin the eviction process. Although there are a few states that do not require it, eviction notices must usually include the reason or "just cause" for the eviction, and the laws regarding these reasons differ from state to state. Most often the cause is late payments of rents, violations or termination of the lease, or severe property damage.

You may wish to consult with an estate planning attorney when you create your trust agreement. I can help you with everything that comes along with estate planning and craft a plan that lists your specific needs and intentions. To learn more about setting up a family trust, please call **LEBHERZ & LEBHERZ, Attorneys at Law, at (508) 548-6600**. Our areas of practice include divorce, adoptions, and mediation. The office is located at Old Bailey Court, 99 Town Hall Square.

HINT: Landlords should be sure to have evidence that an eviction notice has been served as it will be required if the situation ends in a court of law.

Legal Notices

PUBLIC HEARING NOTICE

regulation is consistent with the public interest.

Douglas C. Brown, Chair
Falmouth Select Board

November 5, 2021

You are hereby notified that a hearing will be held at Falmouth Town Hall in the Small Conference Room at 2:00 p.m. on Thursday, November 18, 2021, upon the petition of NSTAR Electric Company d/b/a Eversource Energy to install approximately 30' feet of conduit and cable under town road east of West Avenue and to install (1) new handhole labeled 304/4A in public ROW on side of road. This work is to be done to provide electric service to #57 Grove Street, Falmouth.

Per Order of the Falmouth Select Board

November 5, 2021

Falmouth Zoning Board of Appeals Notice of Public Hearing for December 2, 2021

Notice is hereby given of the following Public Hearing @ 6:30pm and Open Meeting in the Selectmen's Meeting Room, Town Hall on Thursday December 2, 2021

Continuation(s)
#074-21 Falmouth Boatyard LLC, 550 East Falmouth Highway, East Falmouth

Application # 092-21 Robert L. and Stephanie S. Mastroianni, et al, c/o Victoria Dalmas, Esq.: Filed an appeal with the Falmouth Town Clerk pursuant to M.G.L. c. 40A § 8 & 15 and (240-202 of the Code of Falmouth) appealing the interim Building Commissioner / Zoning Enforcement Officer's determination. The subject property is 113 Lakeview Avenue, Falmouth, MA. Application #095-21 John W. Corbett: Applied to the Zoning Board of Appeals for a special permit pursuant to section(s) 240-3 C. and 240-69 E. of the Code of Falmouth to remove the existing detached garage and construct a pool increasing lot coverage by structures on subject property known as 66 Allen Avenue, Falmouth, Ma.

Application # 096-21 Donald E. Cross, II and Frances M. Cross: Applied to the Zoning Board of Appeals for a special permit pursuant to section(s) 240-38 I. and 240-68 A(8) of the Code of Falmouth to construct a detached accessory apartment in the front yard, more than 50' from the front property line on subject property known as 428 Blacksmith Shop Road, West Falmouth, Ma.

Application # 097-21 Timothy J. and Jennifer C. Doonan: Applied to the Zoning Board of Appeals for a special permit pursuant to section(s) 240-3 C. and 240-69 E. of the Code of Falmouth to remove the existing garage and construct an attached garage with habitable space above, increasing lot coverage by structures on subject property known as 12 Worcester Avenue, Falmouth, Ma.

Files are available in the Board of Appeals Office at Town Hall for review by interested parties.

November 5, 12, 2021

TOWN OF FALMOUTH NOTICE OF PUBLIC HEARING Wild Harbor Road Speed Limit

In accordance with the provisions of G.L. Ch. 90, s. 18, the Select Board of the Town of Falmouth will hold a public hearing on Monday, November 22, 2021 at 7:30 PM in the Select Board meeting room, Town Hall to take public testimony and comment on the petition of Patricia Johnson et al. to adopt the following speed regulation: THE SPEED LIMIT ON WILD HARBOR ROAD IN NORTH FALMOUTH, MA SHALL BE THIRTY (30) MILES PER HOUR FROM OLD MAIN ROAD TO LOREN ROAD. Following the public hearing the Select Board may vote to submit the proposed speed regulation to the Department of Transportation and the Registry of Motor Vehicles for their joint certification that such speed

LEGAL ADVERTISEMENT TOWN OF FALMOUTH REQUEST FOR QUALIFICATIONS ARCHITECTURAL SERVICES FOR EDWARD MARKS FIRST FLOOR RENOVATION

The Chief Procurement Officer of the Town of Falmouth (Owner), at the direction of the Town Manager, hereby requests the submittal of qualifications from qualified professional firms for design development, construction documents and construction administration services for the renovation of the first floor of the historic Edward Marks Building at 744 Main Street. The design fee shall be negotiated.

This solicitation is being conducted in accordance with the provisions of Massachusetts General Laws (MGL) Chapter 7C, Sections 44 - 59. All contracts must be strictly awarded in accordance with the requirements of MGL Ch. 7C Sections 44 - 59 and this Request for Qualifications (RFQ). If it becomes necessary to revise any part of this RFQ or otherwise provide additional information, an addendum will be issued to all prospective proposers who received copies of the original request.

Qualifications are due on December 6, 2021 at 2:00 p.m. in the office of the Town Manager, 59 Town Hall Square, Town of Falmouth, MA 02540-2777. Qualifications will be opened and read immediately following closing time and will not be public. Contract will be awarded within approximately 30 days. Specifications and required forms are available on the Town of Falmouth Website, <http://www.falmouthmass.us/bids.aspx> beginning. Contact: Assistant Town Manager peter.johnson-staub@falmouthma.gov. All Qualifications must be received in a sealed envelopes properly marked prior to the Qualification due date and time. The Town of Falmouth reserves the right to reject any or all Qualifications when it deems it to be in the best interest of the Town.

November 5, 2021

TOWN OF FALMOUTH PUBLIC HEARING NOTICE REMOVAL OF PUBLIC SHADE TREES

In accordance to Massachusetts General Laws Chapter 87, a Public Hearing will be held by the Falmouth Select Board on Monday, November 8, 2021 at 7:30 p.m. in the Select Board meeting room, Town Hall, 59 Town Hall Square, Falmouth, MA to consider the removal of the following public trees:

187 Central Avenue: Removal of two (2) Acer platanoides (Norway maple) - Size (DBH 15" & 14").

Reason: Entrance for new development.

The trees identified above have been posted for public inspection. Any objections to their removal must be submitted in writing to the Tree Warden prior to or during the hearing. The mailing address for the Tree Warden is Department of Public Works, Town of Falmouth, 416 Gifford Street, Falmouth, MA 02540. Email: jeremiah.pearson@falmouthma.gov. Phone: 508-457-2543 x3008.

SELECT BOARD
Douglas C. Brown, Chair
Nancy R. Taylor, Vice Chair
Samuel H. Patterson
Megan English Braga
Onjalé Scott Price

October 29, 2021
November 5, 2021



Town of Falmouth
Traffic Advisory Committee
59 Town Hall Square
Falmouth, MA 02540
www.falmouthmass.us/tac



Minutes

Date: September 20th, 2021

Time: 9 A.M. – 11 A.M.

Location: Falmouth Town Hall, Select Board Meeting Room

In attendance: Barbara Pratt, Ahmed Mustafa, Nick Croft, Jed Cornock

1. Old Business:

Review Town Manager actions on recommendations from last meeting (August) .

- A. Request to Lower Speed Limit on Wild Harbor Rd. from 35 MPH to 30 MPH. TAC: Recommends lowering the speed limit however this matter must be heard and decided by the Select Board. Additionally, The TAC will seek guidance to determine the process to designate a 20/25mph zone. TM – No action at this time. Will review with Town Counsel for further clarification prior to proceeding. (Chapter 90, Section 18)**
- B. Request to discuss signage at the beach at the end of Homer Ave. Historically a spot was designated for handicapped and 30 minute parking. This signage may have been removed. TAC: Recommends removing existing signage and adding one “no parking” sign at the end of the roadway nearest the beach entrance. TM approved**

C. Request for Stop Sign and Bar at the intersection of Palmer Ave. and Main St. at the Village Green intersection. **TAC: Recommends adding a "Stop" sign and bar. TM Approved.**

D. Request for additional speed limit signage (30MPH) on Meadow Neck Rd. **TAC: Recommends two 30mph signs, one on each end of Meadow Neck Rd. One sign currently exists and can be re-used. The DPW should determine proper placement. TM Approved.**

2. New Business:

A. Request to discuss traffic safety concerns on Wild Harbor Rd. **This item was discussed in item E.**

B. Request to add "No thru truck" signage on Lakeview Ave. **Recommended by TAC**

C. Request for no overnight parking at Lawrence School **TAC recommends placing NO OVERNIGHT PARKING sign at each entry to the lot. Remove incorrect and outdated signs.**

D. Request to discuss traffic safety concerns at the intersection of Green Harbor Rd., Harbor Farms Rd. and Menauhant Rd. Areas of concern include traffic calming measures and crosswalk safety. **TAC recommends a site visit on Friday, September 24 at 9:00 AM. Recommendations are: Repaint white lines on the edge of road and in the crosswalk when painting crew is available. CROSSWALK AHEAD and CROSSWALK signs at the crosswalk in both Easterly and Westerly directions. (4 signs). Install STOP sign at Harbor Farms Road. FPD install Speed Trailer and data collection device in the area.**

E. Request for “20mph school zone” signage to replace the 30 mph sign at the intersection of Winslow Rd. and Old Main Rd. **TAC recommends placing a 20 MPH SCHOOL ZONE sign at Winslow and Old Main.**

F. Request for one sign at each entrance to White’s Landing that reads “Parking is first come first served, Vehicles may park overnight, Trucks or cars with or without trailer may park on either side, No unattached trailers, No parking on grass, No parking outside of fence”. **TAC says sign is too wordy. Paving and markup of this lot is scheduled for Spring 2022. At that time old signs should be removed and replaced with a sign stating all the rules for this lot.**

G. Request for a traffic study on Quissett Harbor Rd. **Petitioner asked that this request be moved to the October meeting.**

3. Announcement of Next Meeting: **October 18, 2021 at 9:00 AM**

Select-board agenda request for lowering speed limit on Wild Harbor Rd from 35 MPH to 30 MPH

I would like to request an item be put on the Select-board agenda to ask the Select-board to accept the provision of MGL Chapter 90 Section 15B allowing the Select-board, in the interest of public safety, to designate Wild Harbor Rd from Old Main Rd/Wild Harbor Rd intersection to the intersection of Wild Harbor Rd and Loren Rd, a Safety Zone. This language was recommended by the Select-board at the June 28, 2021 Special Town Meeting, Article 14 and passed on the blanket vote. In addition, the Traffic Advisory Committee, at its August 16, 2021 meeting voted to approve the request to lower the speed limit from 35 mph to 30 mph.

Wild Harbor Road was laid out in 1890. The last warrant for Wild Harbor Rd was done in 2003. A lot of new construction, more landscape trucks with wide trailers, and the extension of the Shining Sea Bikeway to North Falmouth has significantly increased the bicycles, runners and pedestrian traffic on Wild Harbor Rd. In addition, it has three blind curves and, in the summer, lots of kids biking to the Wild Harbor Yacht Club for sailing lessons. Fortunately, it has sidewalks for 2/3rds of the length but some of them have granite curbs which are very hazardous. A 30-mph speed limit should encourage drivers to proceed more slowly and improve the overall safety for all users.

**From the Town of Falmouth website of the Traffic Advisory Committee
Primary Importance**

Of primary importance is the management of those patterns, of behavior or circumstances which affect public safety, convenience or necessity on the well-being of the people of this community. The committee will respond to individual citizen complaints as appropriate.

Sincerely,



Patricia P. Johnson
432 Wild Harbor Rd
North Falmouth MA 02556

774 400 4518

August 1⁷/₆, 2021



Julian Suso

From: Julian Suso
Sent: Thursday, September 16, 2021 10:29 AM
To: Frank Duffy; Peter Johnson-Staub; Edward Dunne
Cc: Diane Davidson
Subject: RE: Speed limits

Most helpful Frank, thank you. I will work with Diane and the SB to explore setting such a hearing (I assume this requires a two-week notice in the Enterprise). This would be in the month of October at the earliest. We will need to settle on the language to be placed in the public notice.

Julian

-----Original Message-----

From: Frank Duffy <frank.duffy@falmouthma.gov>
Sent: Thursday, September 16, 2021 10:22 AM
To: Julian Suso <julian.suso@falmouthma.gov>; Peter Johnson-Staub <peter.johnson-staub@falmouthma.gov>; Edward Dunne <edward.dunne@falmouthpolicema.gov>
Subject: Speed limits

Julian: The procedure is set forth in G.L. Ch. 90, s. 18. The SB holds a hearing and "may make a special regulation as to the speed of motor vehicles ... " The proposed regulation must be submitted to the Mass. Dept. of Transportation and the Registry of Motor Vehicles which, acting jointly, shall certify in writing that such regulation is consistent with the public interest. The regulation becomes effective when signs have been erected upon the way setting forth the speed at such points as the department and the registrar, acting jointly, may designate and the signs conform to department standards.

Please note the SB may not set a speed limit at 25 MPH or less until the town votes to accept the provisions of G.L. Ch. 90, s. 17C. Falmouth has not accepted this statute.

Frank K. Duffy, Town Counsel
Town of Falmouth
157 Locust Street
Falmouth, MA 02540
(508) 548-8800 fax (508) 540-0881

CONFIDENTIALITY NOTICE: This communication and any accompanying document(s) are confidential and privileged. They are intended for the sole use of the addressee. If you receive this transmission in error, you are advised that any disclosure, copying, distribution, or the taking of any action in reliance upon the communication is strictly prohibited. Moreover, any such inadvertent disclosure shall not compromise or waive the attorney-client privilege as to this communication or otherwise. If you are not the intended recipient and have received this communication in error, please contact the sender immediately and delete the original message. Thank you.

-----Original Message-----

From: Julian Suso <julian.suso@falmouthma.gov>
Sent: Wednesday, September 15, 2021 2:41 PM
To: Frank Duffy <frank.duffy@falmouthma.gov>

Subject: FW: Scan from Town Manager Savin IM 6000

Frank,

FYI, the attached. As you will note, the Traffic Advisory Committee has recommended a reduction in speed from 35 to 30 on this portion of Wild Harbor Road. Traffic Officer Jim Porter has advised me that "we have an existing warrant for 35mph on Wild Harbor Road." What would be the process for SB consideration of a change in this to 30MPH? I assume that there is a definitive process which we must follow (not interested in the recently-passed process for a 20-25 mph zone). Thanks.

Julian

-----Original Message-----

From: Falmouth Scans <scan@falmouthma.gov>

Sent: Wednesday, September 15, 2021 2:08 PM

To: Julian Suso <julian.suso@falmouthma.gov>

Subject: Scan from Town Manager Savin IM 6000

This E-mail was sent from "SELECTMEN-6000" (IM 6000).

Scan Date: 09.15.2021 14:08:17 (-0400)

Queries to: scan@falmouthma.gov

BUSINESS

1. Wind Turbine Disposition – Status Update (15 minutes)

BUSINESS

2. Discuss and Vote to Establish a Designated Safety Zone on Quissett Harbor Road from intersection with Sippewissett Road to Westerly End and to Set 20 MPH as Maximum Speed Limit (15 minutes)

Agenda Item:

Establishment of Designated Safety Zone on Quissett Harbor Road from Intersection with Sippewissett Road to westerly end and to set 20 MPH as maximum speed limit.

Motion:

The Select Board has received a petition from the Quissett Association, Inc. to establish a Safety Zone on Quissett Harbor Road from its intersection with Sippewissett Road to the westerly end and to set 20 MPH as the maximum speed limit. The Safety Zone is authorized by M.G.L. Ch. 90, sec. 18B as accepted by the Town by the affirmative vote on Article 14 at the June, 2021 Special Town Meeting.

The Select Board makes the following findings regarding said section of Quissett Harbor Road: 1) There is a heavy volume of pedestrians visiting picturesque Quissett Harbor and the Knob, particularly in the summer; 2) There are no sidewalks or shoulders for pedestrian safety; 3) There are three (3) blind curves along said section of Quissett Harbor Road; 4) There is often heavy vehicle traffic along said section of Quissett Harbor Road; and 5) the Safety Zone is necessary for pedestrian safety.

Therefore, the Select Board, acting under authority of M.G.L. ch. 90, sec. 18B as accepted by Article 14 of the June, 2021 Special Town Meeting, hereby establishes a Safety Zone on Quissett Harbor Road from its intersection with Sippewissett Road to the westerly end and sets the maximum speed at 20 MPH. The Department of Public Works shall erect appropriate signage. The Falmouth Police Department shall enforce the speed limit.

Falmouth Select Board

October 12, 2021

Town of Falmouth Massachusetts

59 Town Hall Square

Falmouth MA 02540

Re: Application of the Quissett Association, Inc., a Massachusetts Non-Profit Corporation organized under M.G.L. c. 180 for village betterment purposes to establish a M.G.L. c. 90 s.18B 20 m.p.h. Designated Safety Zone on Quissett Harbor Road.

The Quissett Association, Inc., herewith requests that the Board establish a designated 20 m.p.h. safety Zone on Quissett Harbor Road from the intersection of that road with Quissett Avenue and Sippewissett Road to the end of the Harbor road as shown on the attached Exhibit A under the authority of M.G.L. c. 90, s.18B (see text attached as Exhibit B) as adopted by the Town at the June 2021 Special Town Meeting pursuant to Petition Article 14. See Exhibit C.

In support of its application and request, the Association refers to and attaches as Exhibit D its Memorandum to the Falmouth Traffic Advisory Committee dated September 12, 2019 outlining its concerns for traffic safety on Quissett Harbor Road, listing the various conditions on that road that warrant a "designated safety zone". This is the same Memorandum submitted to the Board in early 2021 successfully seeking its recommendation to the Town Meeting for the adoption of M.G.L. c. 90, s.18B as an available tool and measure in the Town generally where warranted.

The Association now submits to the Board its specific request for the establishment of a 20 m.p.h. designated safety zone on the grounds and reasons stated in the Memorandum Exhibit D. The Association further submits to the Board in support of its application an excerpt from the Mass DOT (Department of Transportation) "Procedures for Speed Zoning on State Highways and Municipal Roads (2021 Revision) providing general guidance for the exercise of the Board's judgment and discretion (at pages 24 and 25 of the excerpt). See Exhibit E as marked for the Board's reference. The Association further states in support of its application that conditions on Quissett Harbor Road clearly meet the general criteria provided at page 24 in the Speed Zoning Manual:

"To establish a Safety Zone, the following minimum criteria should apply:

- The street should be adjacent to a land use that is likely to attract vulnerable road users.
- The Safety Zone should contain one or more areas that have potential conflicts between motor vehicles and vulnerable road users that warrant a reduction in speeds such as crosswalks, driveways, or side streets.

- The minimum length of the Safety Zone should be at least ¼ of a mile and it should not extend more than 500' beyond a side street unless an applicable land use continues along the adjacent block."

Respectfully submitted,

The Quissett Association, Inc.

By:

James Durocher /s/

James Durocher, President

Dana F. Rodin /s/

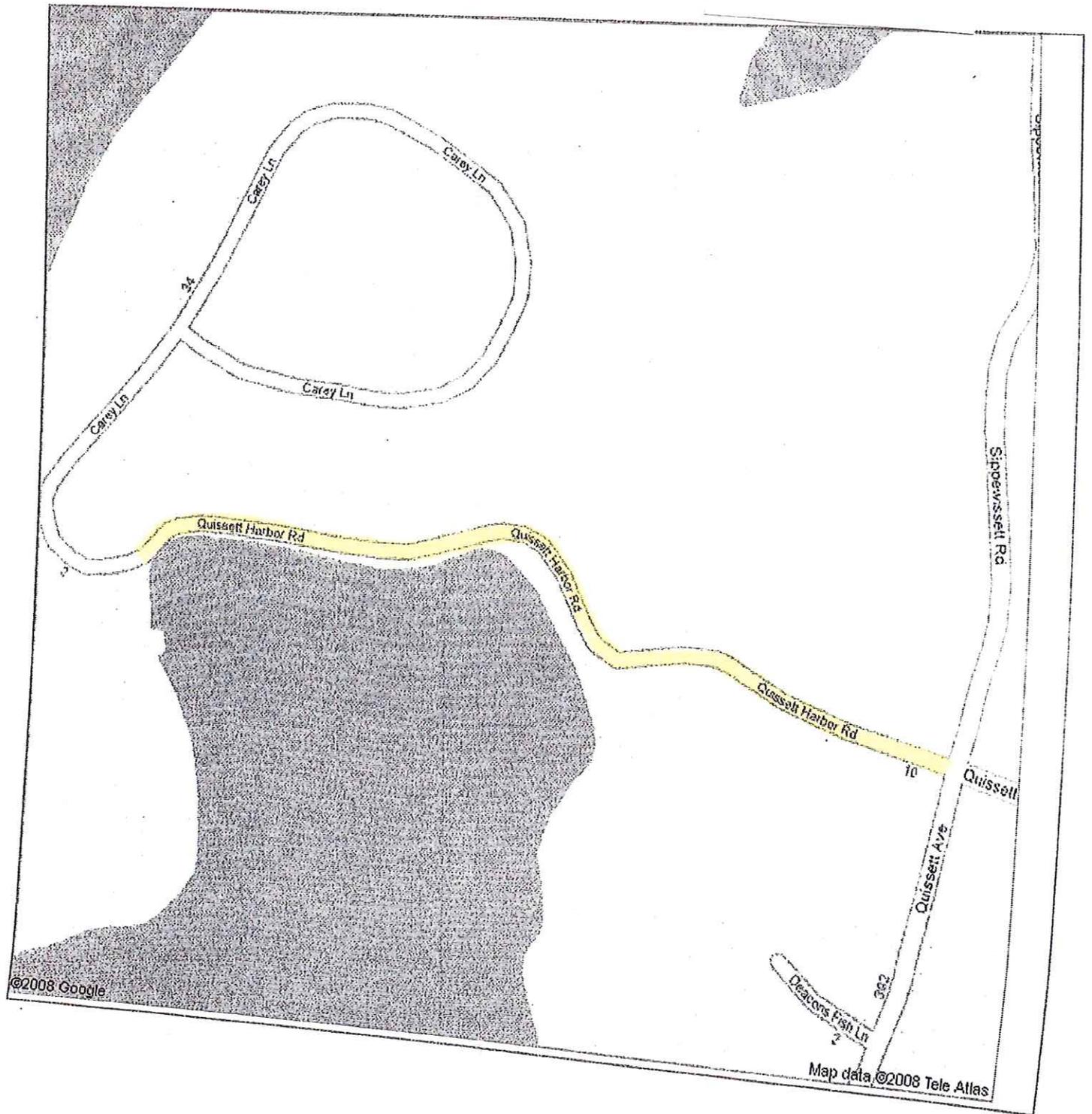
Dana F. Rodin, A Director

Submitted by:

Electronic mail to the Town Clerk (michael.palmer@falmouthma.gov)

Electronic Mail to townmanager@falmouthma.gov

Cc: Officer James Porter, Falmouth Police Dept and Ms Barbara Pratt, Co-chairs,
trafficadvisory@falmouthma.gov



Part I ADMINISTRATION OF THE GOVERNMENT

Title XIV PUBLIC WAYS AND WORKS

Chapter 90 MOTOR VEHICLES AND AIRCRAFT

Section 18B ESTABLISHMENT OF DESIGNATED SAFETY ZONES FOR WAYS IN CITY OR TOWN; VIOLATION

Section 18B. (a) Notwithstanding section 18 or any other general or special law to the contrary, the city council, the transportation commissioner of the city of Boston, the board of selectmen, park commissioners, a traffic commission or traffic director of a city or town that accepts this section in the manner provided in section 4 of chapter 4 may, in the interests of public safety and without further authority, establish designated safety zones on, at or near any way in the city or town which is not a state highway, and with the approval of the department if the same is a state highway. Such safety zones shall be posted as having a speed limit of 20 miles per hour.

(b) The operation of a motor vehicle in such zone at a speed exceeding the speed limit established under this section shall be a violation of section 17.

June 2021 Special Town Meeting Index

Article

- 1 Hear Reports from Committees and Town Officers
- 2 Amend - The Code of Falmouth; Article VII, Ch 65, s. 16, Promulgation of Regulations
- 3 Amend - Zoning Bylaw Article XXXIX - Site Plan Review, §240-192 - Applicability
- 4 Amend - Zoning Bylaw Article XXXIX - Site Plan Review, §240-198 - Lapse of Decision
- 5 Amend - Official Zoning Map, Remove Text Box of Footnotes 1-8; Add Reference to Zoning Overlay Districts
- 6 Petition: Amend Zoning Bylaw Article XLVIII Site Plan Review & Operation Standards; Sections 240-254B, 240-254D
- 7 Petition: Amend Official Zoning Map to Incl Add'l Parcels in the Large-Scale Ground-Mounted Solar Overlay District
- 8 Accept Winthrop Drive (East Side) As Public Way
- 9 Purchase or Take by Eminent Domain - Permanent Easement at 241 Scranton Avenue
- 1
- 0 Purchase or Take by Eminent Domain - 20 Village Common Drive Easements
- 1
- 1 Purchase or Take by Eminent Domain - 28 Village Common Drive Easements
- 1
- 2 Purchase or Take by Eminent Domain - St. Marks Road Easements
- 1
- 3 Purchase or Take by Eminent Domain - Seabrook Drive - Permanent Easement
- 1
- 4 Petition: Accept General Laws Chapter 90, Section 18B
- 1
- 5 Petition: Change "Christopher Columbus Day" to "Indigenous Peoples Day"
- 1
- 6 Petition: Create a Domestic Partnership Bylaw for the Town of Falmouth
- 1
- 7 Petition: Acknowledgement of Mashpee Wampanoag Tribe at All Public Meetings
- 1 Petition: Create Select Board Taskforce on Sustainable Living for Falmouth's Workforce Families and;
- 8
- 1 Fund Early Education & Childcare Support Voucher Program
- 9 CPC: Fund Rehabilitation - Bell Tower Tennis Courts
- 2 CPC: Purchase or Take by Eminent Domain - All or Portion of Conservation Restriction at Millstone Rd
- 0
- 2
- 1 CPC: Fund Falmouth Affordable Housing Fund
- 2
- 2 CPC: Fund Budgeted Reserve
- 2
- 3 CPC: Fund Historic Preservation Reserve
- 2
- 4 CPC: Fund Capital Improvements to Guv Fuller Field



of the Select Board which shall further have the authority to enter into any agreements and execute any instruments as may be necessary on behalf of the Town to effect the purposes of his article, or do or take any other action on the matter. On request of the Select Board.

RECOMMENDATION (Finance Committee): Indefinite Postponement.

ARTICLE 12: To see if the Town will vote to authorize the Select Board to PURCHASE OR TAKE BY EMINENT DOMAIN easements on a parcel abutting St. Marks Road being shown as parcel 34 04 013 004 on the Falmouth Assessors' maps, now or formerly owned by Kathleen M McGovern. Said easements will be for sewer purposes associated with the proposed Teaticket Acapesket Sewer Service Area, as follows: 1) a permanent easement of 4,900 sq. ft. +/- for sewer pipes, manholes and appurtenant structures and being approximately 245 ft. long by 20 ft. wide running parallel to and 5 ft. off the southerly property line from St Marks Road to the rear property line; 2) a temporary construction easement of 2,450 sq. ft. +/- of one year duration to be determined to coincide with sewer pipe installation and being two strips of land approximately 245 ft. long by 5 ft. wide on both sides of the permanent easement described above; and further to appropriate a sum of money for the acquisition of said easements, including costs incidental and related thereto, said sum to be expended under the jurisdiction of the Select Board which shall further have the authority to enter into any agreements and execute any instruments as may be necessary on behalf of the Town to effect the purposes of this article, or do or take any other action on the matter. On request of the Select Board.

RECOMMENDATION (Finance Committee): Indefinite Postponement.

ARTICLE 13: To see if the Town will vote to authorize the Select Board to PURCHASE OR TAKE BY EMINENT DOMAIN a permanent easement for sewer purposes associated with the proposed Teaticket Acapesket Sewer Service Area as follows: a permanent easement of 4350 sq. ft. +/- for sewer pipes, manholes and appurtenant structures within a portion of the Open Space being parcel 34 06 018 000 on the Falmouth Assessors' maps, and a shown on a plan entitled "Subdivision Plan of Land located in Falmouth, Mass., prepared for Perch Pond Landing Trust", dated April 8, 1986, and recorded in the Barnstable Registry of Deeds in Plan Book 421, Pages 19-21 and further described as a 30 ft. wide strip of land between lots 17 and 22 running from Seabrook Drive easterly to the lot line of the subdivision, all as shown on said plan, being land now or formerly owned by Gile Moniz and being a portion of Parcel V in a deed from David J. Kopp, Trustees et al to Gile Moniz, dated January 29, 1988 and recorded in the Barnstable County Registry of Deeds in Book 6147, Page 296; and further to appropriate a sum of money for the acquisition of said easement, including costs incidental and related thereto, said sum to be expended under the jurisdiction of the Select Board which shall further have the authority to enter into any agreements and execute any instruments as may be necessary on behalf of the Town to effect the purposes of this article, or do or take any other action on the matter. On request of the Select Board.

RECOMMENDATION (Finance Committee): Indefinite Postponement.

→ **ARTICLE 14:** To see if the Town will vote to accept the provision of General Laws Chapter 90 Section 18B allowing the Board of Selectmen or Traffic Advisory Committee in the interest of public safety to establish designated Safety Zones at or near any way in Town which is not a state highway as a safety zone posted as having a speed limit of 20 miles per hour. On petition of the Quissett Association Inc.

RECOMMENDATION (Select Board): That Town Meeting vote Article 14 as printed.

ARTICLE 15: To see if the Town will vote to replace the holiday "Christopher Columbus Day" on the second Monday of October with "Indigenous Peoples Day;" or take any other action relating thereto. On petition of Sandra Faiman-Silva.

RECOMMENDATION (Select Board): That the Town vote Article 15 as printed.

ARTICLE 16: To see if the Town will advise the Board of Selectmen to create a Domestic Partnership By-law for the Town of Falmouth, Massachusetts. Or do or take any action on the matter. On petition of Ronald D. Zweig.

RECOMMENDATION (Select Board): Indefinite Postponement

ARTICLE 17: To see if the Town will vote to institute a town-wide Policy whereby a statement shall be made at the beginning of each public meeting of Falmouth Town Meeting, Town Boards and Committees, public events at Falmouth Public Schools, including graduation, and at other public Town gatherings as appropriate, to respectfully acknowledge that the Town of Falmouth is the traditional, ancestral homeland of the Mashpee Wampanoag Tribe, who have inhabited and been custodians of this land, viewed as their sacred homeland, for at least 12,000 years; and take any additional action pertaining thereto. On petition of Sandra Faiman-Silva.

MEMORANDUM

TO: Falmouth Traffic Advisory Committee
FROM: Dana Rodin for the Quissett Harbor House Land Trust, Inc. and
The Quissett Association
RE: Lowered Speed Limit on Quissett Harbor Road
DATE: September 12, 2019

1. **Summary of Current Pedestrian and Vehicle Safety Concerns**

- Traffic safety on Quissett Harbor Road continues to be an issue of concern because the Knob is becoming an ever more popular destination year-round. Visitation is particularly intense Spring – Fall
- In-season there is an increasingly heavy volume of walkers in a configuration where there is no sidewalk and little opportunity to get off the road due to the absence of a shoulder in most locations
- Pedestrians frequently do not observe any convention of facing the traffic or even walking single file in the Summer
- There is a heavy volume of turn around trips due to the dead end, limited parking, and intense Summer season popularity and visitation at the Knob
- There are a number of blind curves at the Boatyard parking area, before the second parking lot, and again before the third lot
- Parking at the Boatyard curve often forces cars over the centerline

- The three (3) parking lots have a heavy volume of children, dogs, and offloading of recreational/beach equipment seasonally with little safety awareness
- Heavy volume of visitors entering and exiting the Knob access path spill into the road at the turn around
- The popular sunset view has turned that time of the evening into a heavy traffic event, often at excessive speed to catch the last light

2. **Possible Measures**

- *20 MPH speed limit to enhance reaction time/control and pedestrian survival in the event of accident
- “Pedestrians In The Road” signage(?)
- Boatyard Curve warning (?)
- Signage encouraging supervision of children and pets at the parking lots(?)
- Repair/Replacement of faded/damaged parking controls signs
- Other (?)
- Suggested further study (?)

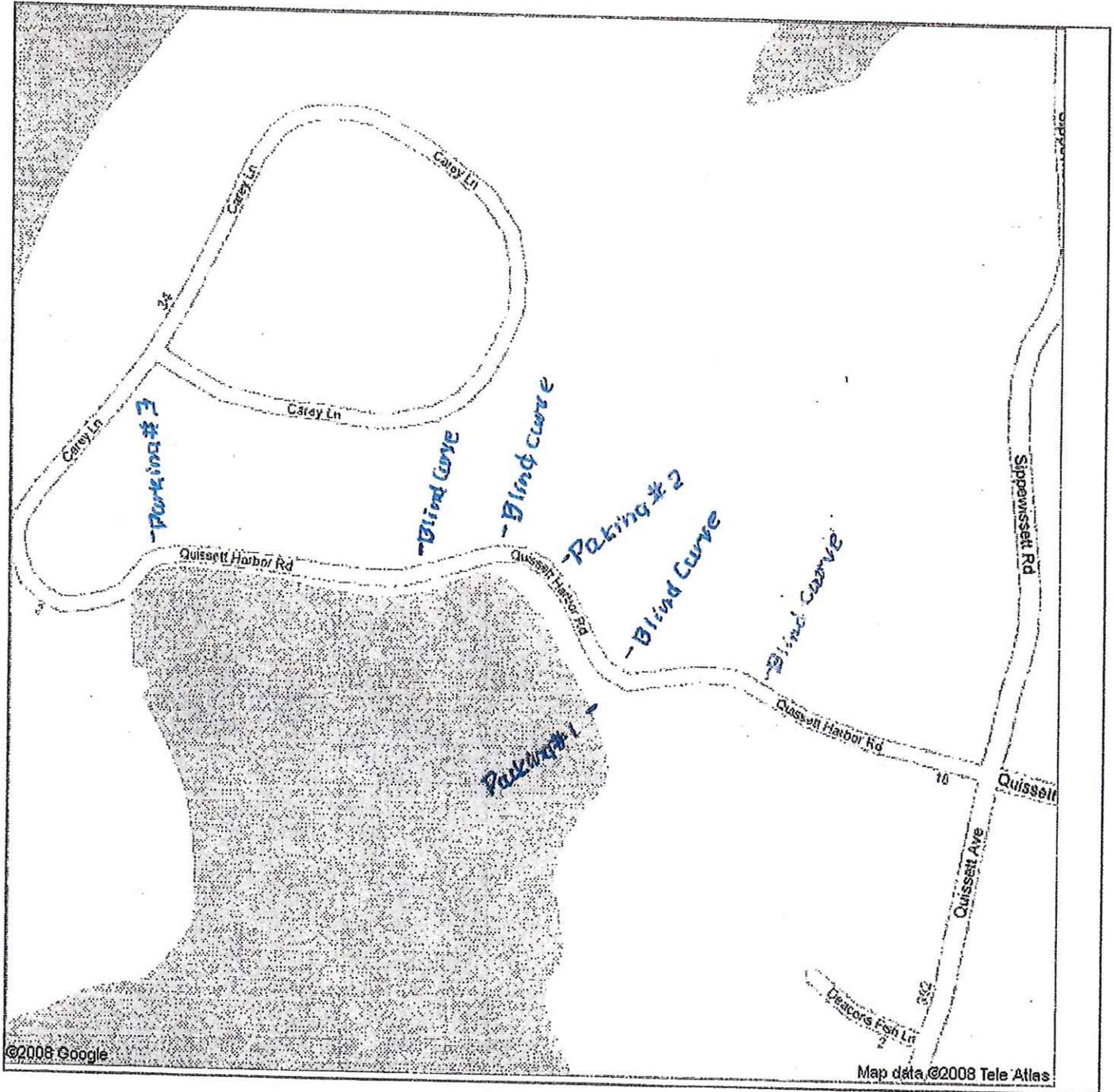
3. Map Graphic and Photos

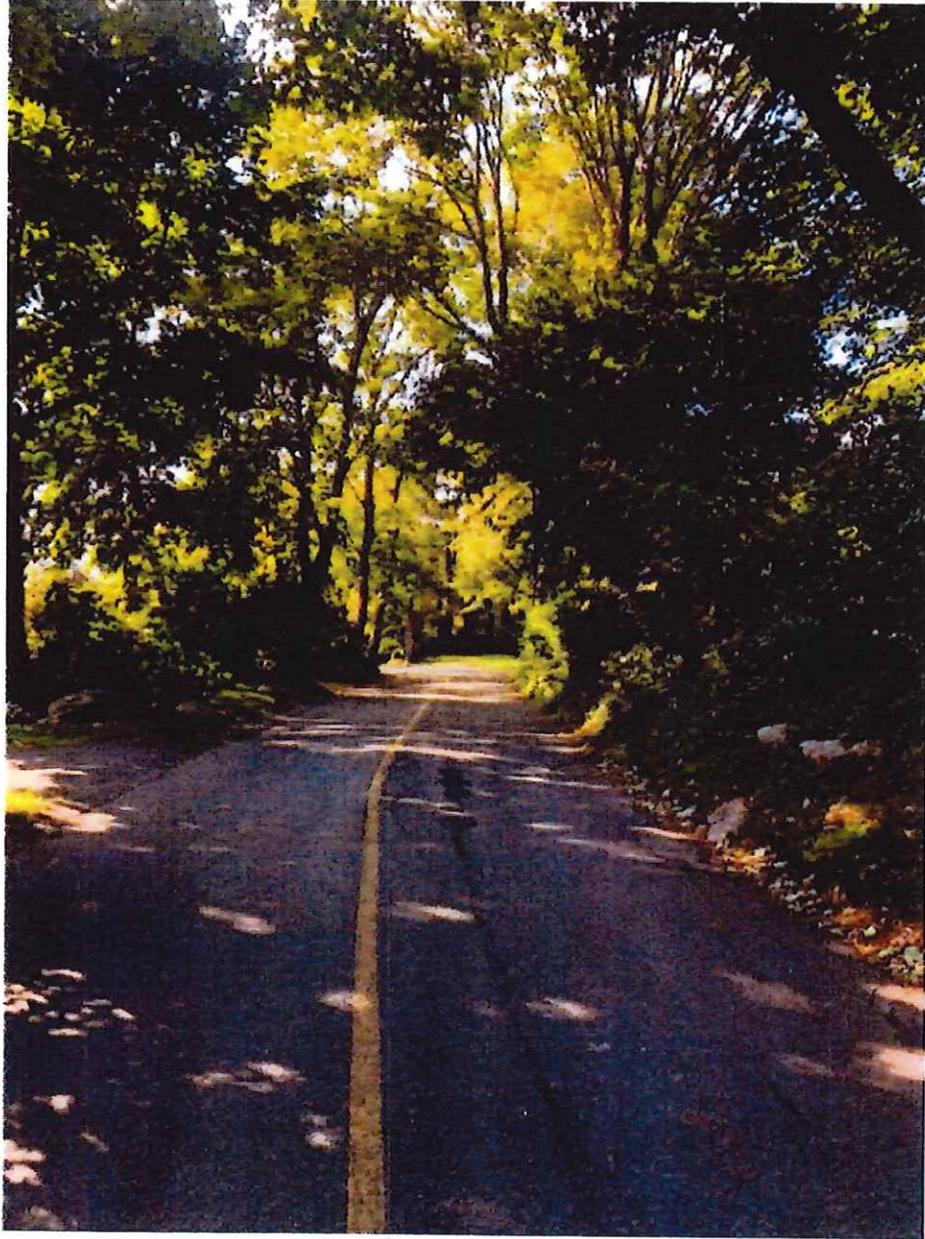


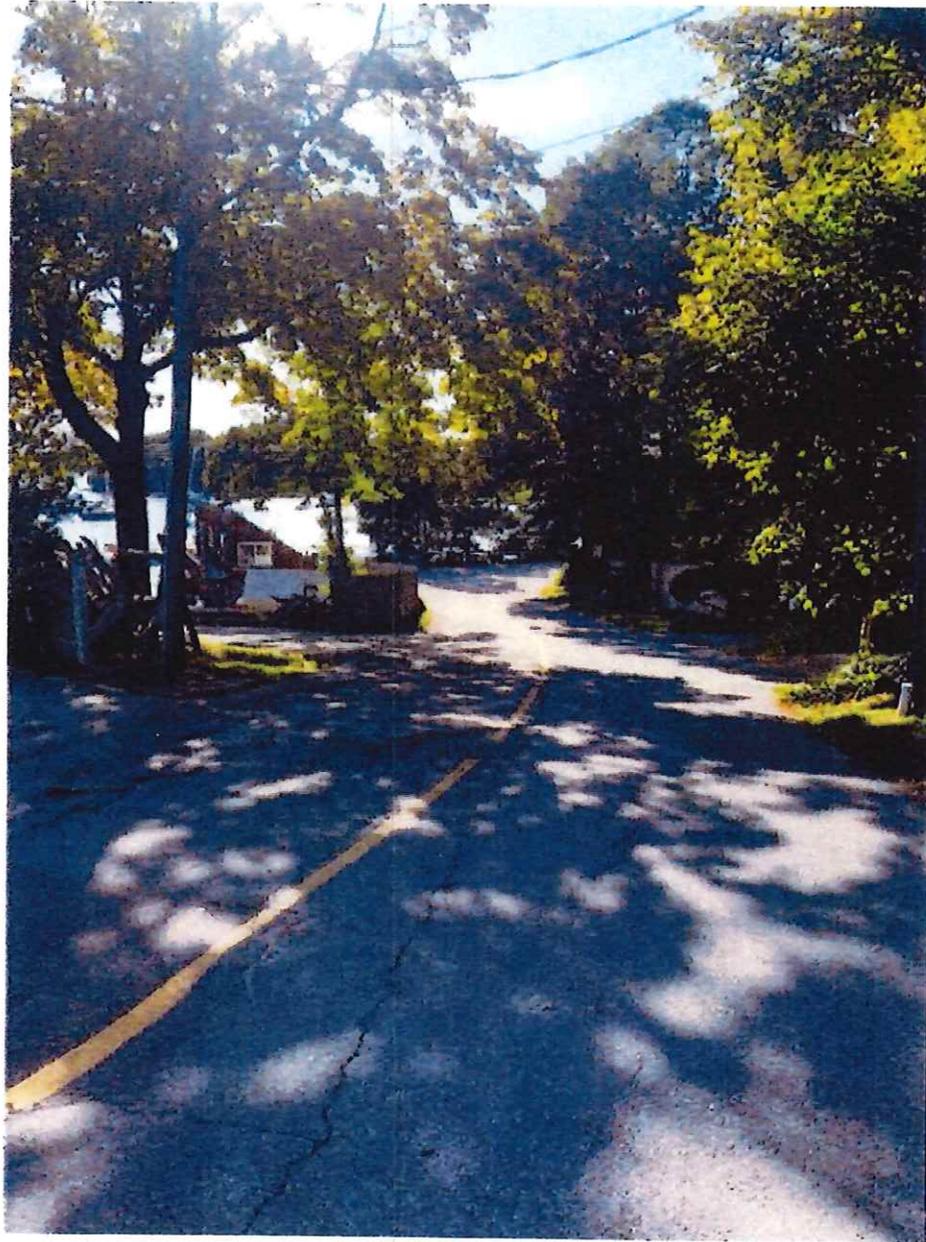
Address Falmouth, MA

Get Google Maps on your phone

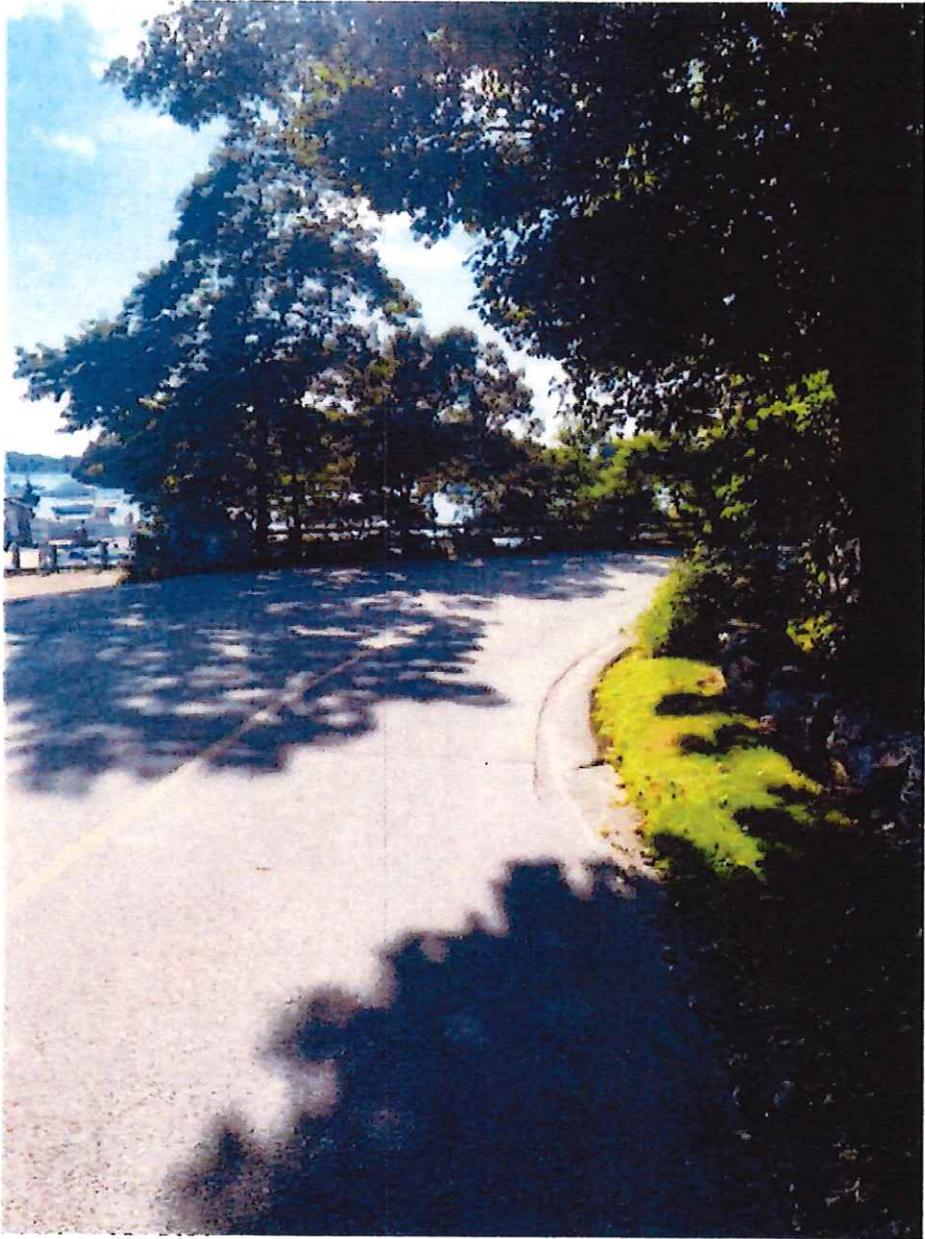
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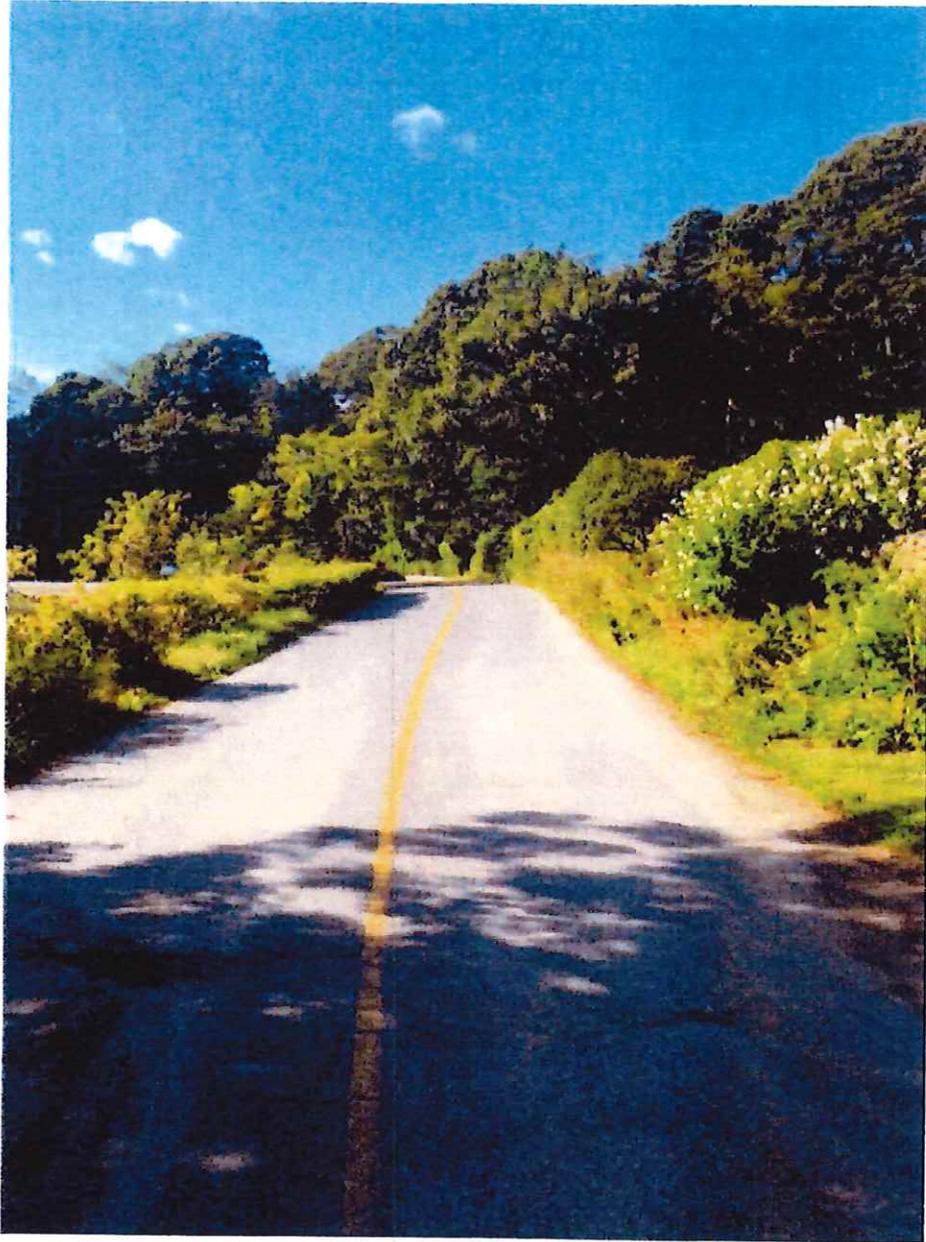


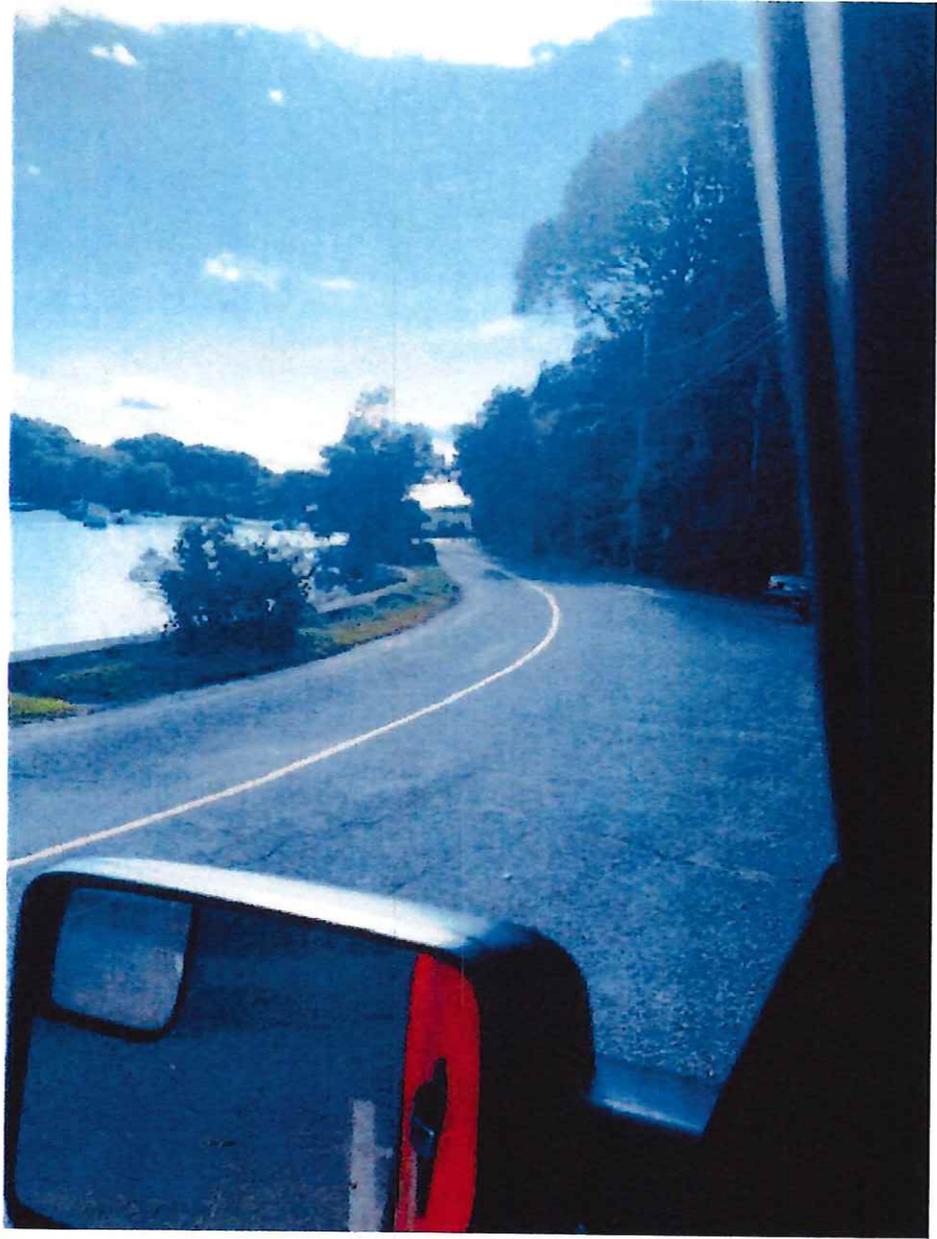


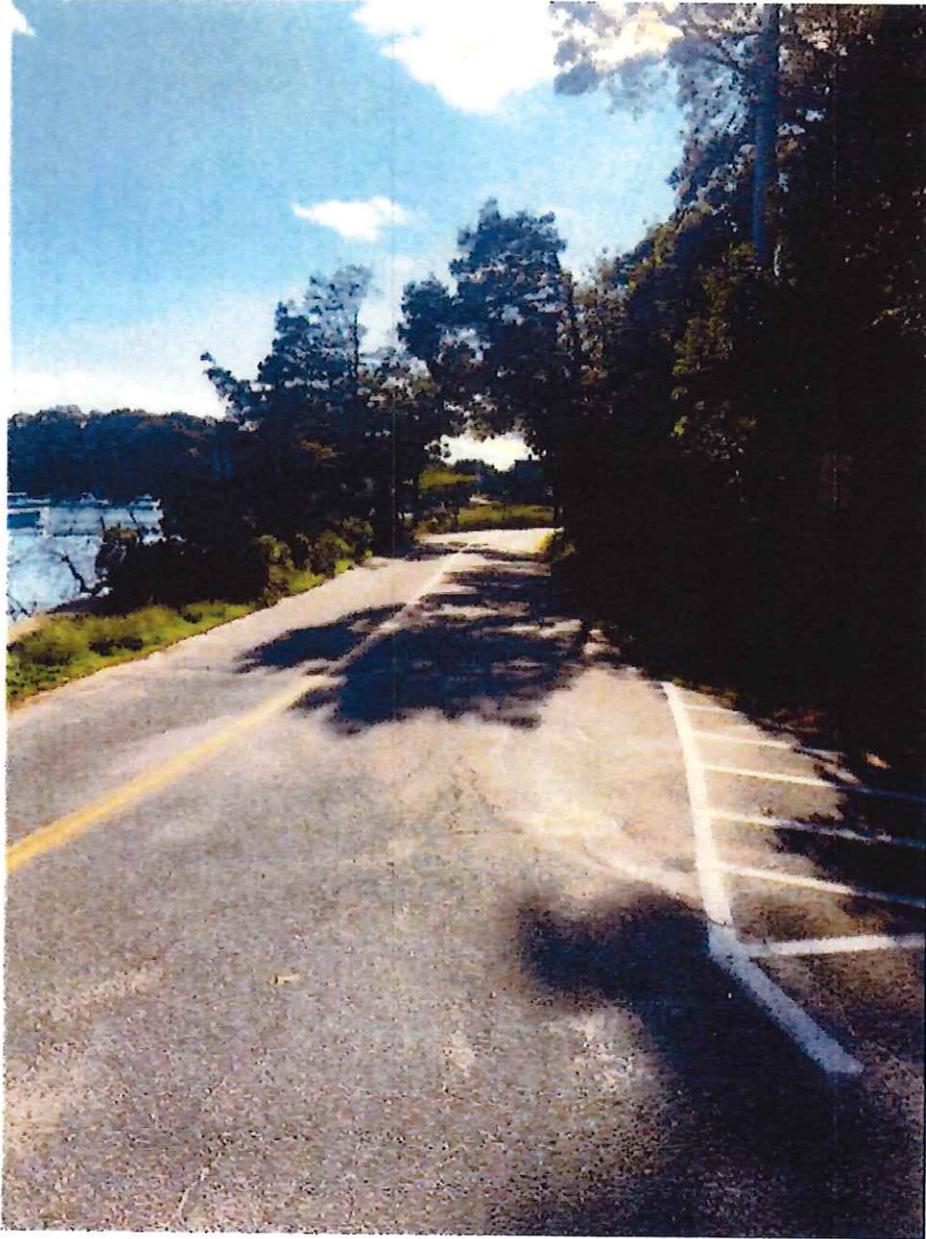


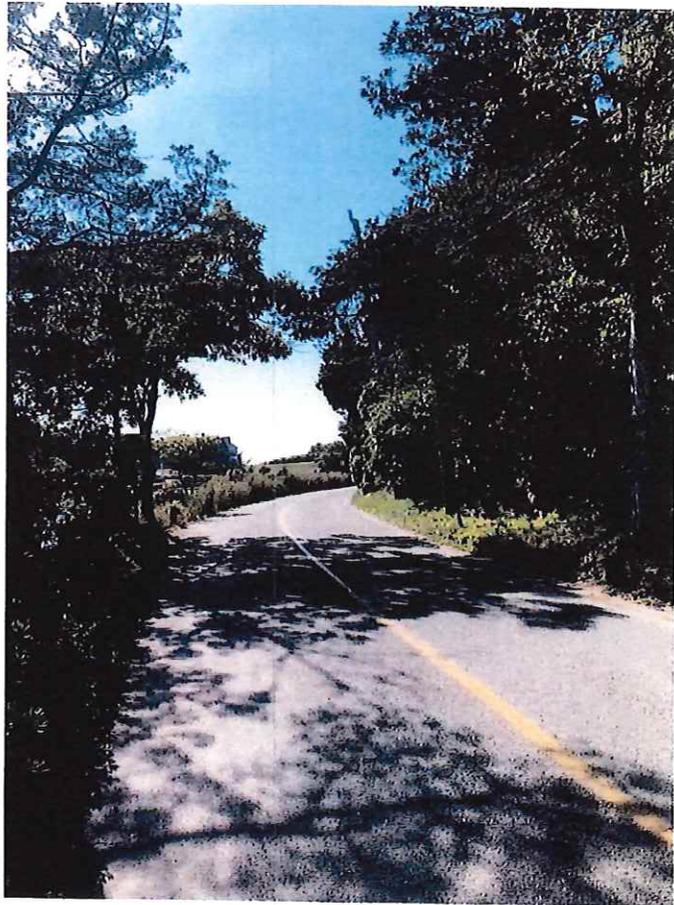


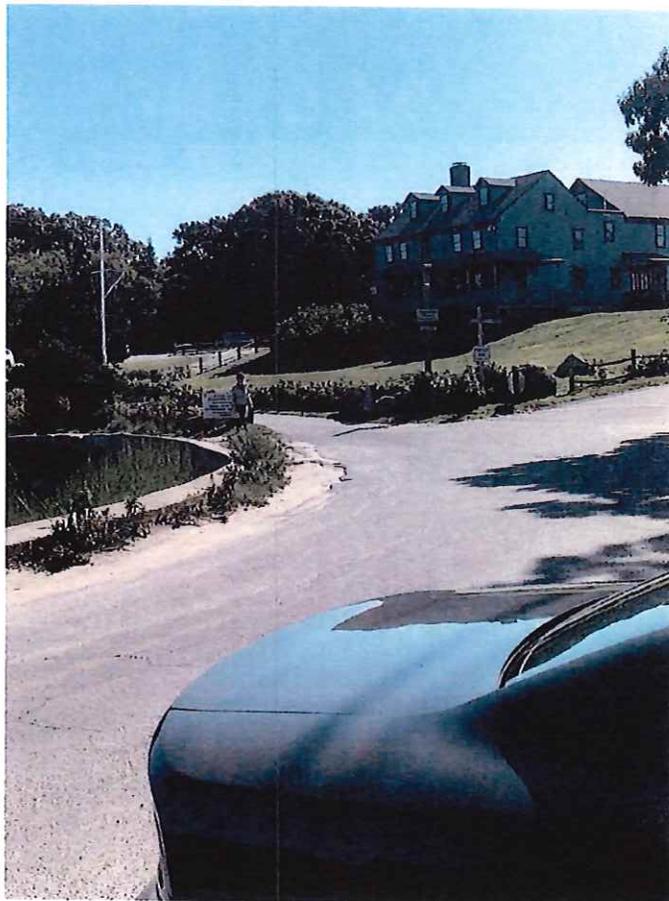












STREETSBLOG

Podcast / Transit / Bike/Ped / Smart Growth

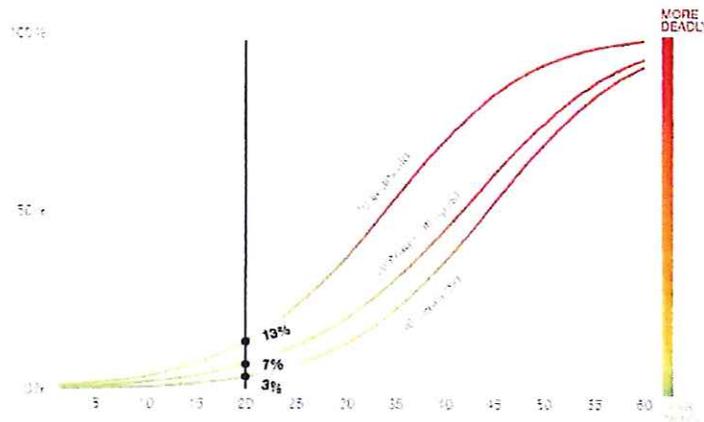


3 Graphs That Explain Why 20 MPH Should Be the Limit on City Streets

By Angie Schmitt May 31, 2016 22

The Chance of Being Killed by a Car Going 20 mph

Roll over the curved lines to see the risk at any speed



A still from ProPublica's interactive graph.

Speed kills, especially on city streets teeming with pedestrians and cyclists.

The investigative news nonprofit ProPublica has produced an interactive graph that deftly conveys how just a few miles per hour can spell the difference between life and death when a person is struck by a motorist. ProPublica's Lena Groeger used data from the AAA Safety Foundation to chart the plummeting likelihood of survival as motorist speed increases.

The average pedestrian struck by a driver traveling at 20 mph has a 93 percent chance of surviving. For a 70-year-old, the chances are somewhat lower but still a robust 87 percent.

As Groeger puts it:

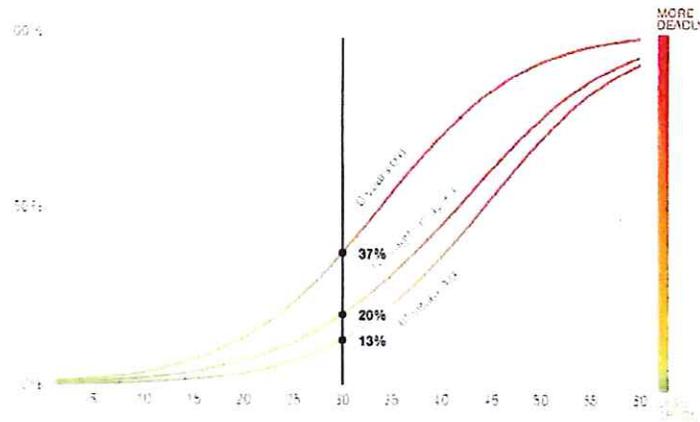
Once cars reach a certain speed (just above 20 mph), they rapidly become more deadly. According to [AAA's Brian] Tefft's data, a person is about 70 percent more likely to be killed if they're struck by a vehicle traveling at 30 mph versus 25 mph.

In collisions at 30 miles per hour, about one in five pedestrians will not survive. For older pedestrians, the odds are significantly worse:



The Chance of Being Killed by a Car Going 30 mph

Roll over the curved lines to see the risk at any speed

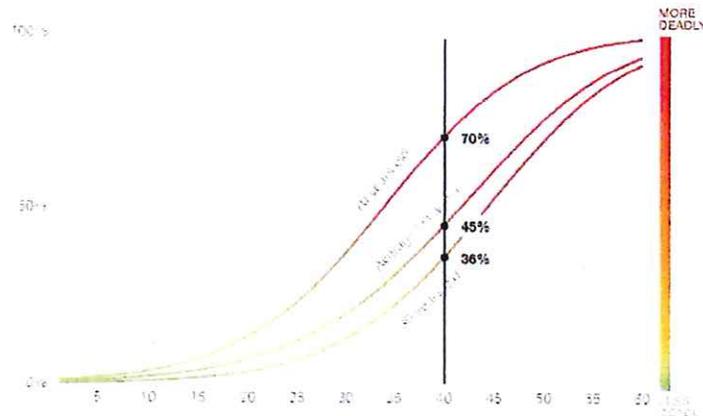


Graph: ProPublica

The risk of death continues to rise dramatically as speeds exceed 30 mph. At 40 mph, most older pedestrians will not survive:

The Chance of Being Killed by a Car Going 40 mph

Roll over the curved lines to see the risk at any speed



Graph: ProPublica

In addition to much higher survival rates in the event of a collision, driving at slower speeds reduces stopping distances, making it easier for drivers to avoid hitting people in the first place.

These graphs are a compelling visualization of the data that undergirds campaigns like “20’s Plenty” in the UK, where residents have demanded 20 mph streets to protect the most vulnerable. As of last fall, more than 14 million people in the UK lived on streets with 20 mph speed limits, according to 20’s Plenty founder Rod King, and the campaign is now focused on extending the 20 mph limit to most streets in the country:



Effects of Vehicle Speed on Pedestrian Fatalities

Newton's laws dictate that a doubling in vehicle speed results in a stopping distance four times as long and four times as much kinetic energy absorbed during an impact. Driver response times further increase stopping distances. As a result, a small increase in roadway traffic speeds results in a disproportionately large increase in pedestrian fatalities. This relationship is illustrated in the references listed below.

From *Embarcadero Road Traffic Calming Project, Preliminary Report*, Patrick Siegman Siegman & Associates, Town & Transportation Planning 260 Palo Alto Avenue Palo Alto CA 94301, siegman@sirius.com, as posted on Pednet:

For both stopping distances and the severity of crashes, speed matters. Travelling at 40 mph, the average driver who sights a pedestrian in the road 100 feet ahead will still be travelling 38 mph on impact: driving at 25 mph, the driver will have stopped before the pedestrian is struck.

Source: McLean AJ, Anderson RWG, Farmer MJB, Lee BH, Brooks CG. *Vehicle Speeds and the Incidence of Fatal Pedestrian Collisions - Volume 1*. Federal Office of Road Safety, Australia. See also *Traditional Neighborhood Development Street Design Guidelines*. Transportation Planning Council Committee 5P-8, Institute of Transportation Engineers. Washington D.C., 1997, p. 15-16.

The following table shows how, when a pedestrian is struck, the likelihood of death increases faster than the percentage increase in vehicle speed, in a nonlinear fashion:

Relationship of Vehicle Speed to Odds of Pedestrian Death in Collision

Vehicle Speed	Odds of Pedestrian Death, Source 1	Odds of Pedestrian Death, Source 2
20 mph	5%	5%
30 mph	45%	37%
40 mph	85%	83%

[Source 1: *Killing Speed and Saving Lives*, UK Dept. of Transportation, London, England. See also Limpert, Rudolph. *Motor Vehicle Accident Reconstruction and Cause Analysis*. Fourth Edition. Charlottesville, VA. The Michie Company, 1994, p. 663.]

[Source 2: *Vehicle Speeds and the Incidence of Fatal Pedestrian Collisions* prepared by the Australian Federal Office of Road Safety, Report CR 146, October 1994, by McLean AJ, Anderson RW, Farmer MJB, Lee BH, Brooks CG.]

The implications of this relationship on the impact of speed limits and law enforcement policy is explored in Reference [2] above:

Abstract:

The aim of this study by the NHMRC Road Accident Research Unit was to estimate the likely effect on pedestrian fatalities of a reduction in vehicle travelling speed. Results were based on detailed investigations of 176 fatal pedestrian collisions in the Adelaide area between 1983 and 1991. Estimates were developed for a range of speed reduction scenarios. The study found that a reduction of 5 km/h in the Adelaide area could be expected to result in a reduction of 30% of the incidence of fatal pedestrian collisions. Under this scenario 10% of collisions would have been avoided altogether. Volume I of this report contains detailed findings for each speed reduction scenario along with a description of the method used and supporting references. Volume II contains the details of all 176 cases.

....

In Zurich, the urban area speed limit was lowered from 60 to 50 km/h [37 to 31 mph] in 1980 in response to a reduction in the open road speed limit (following political pressure from the Green movement to reduce pollution levels from cars to save the forests). In the year after the change in the urban speed limit there was a reduction of 16 percent in pedestrian accidents and a reduction of 25 percent in pedestrian fatalities (Walz et al, 1983). (The authors of this study observed that, because of those who "don't believe in the influence of driving speed on impact speed" or who "just don't care at all", "it must be proven in every country that the laws of Isaac Newton are true".) [page 41]



Vulnerable Road Users

Impact Speed and a Pedestrian's Risk of Severe Injury or Death

This study examines how vehicle speed influences the probability that a pedestrian struck by a vehicle will sustain severe injuries or die.

September 2011

Full Report PDF

ABSTRACT

The relationship between impact speed and a pedestrian's risk of death has been studied extensively; however, past studies of data from the United States are now several decades old. Older studies of data from the United States may not be generalizable to the present situation because of changes in the composition of the walking population, vehicle design, and medical care over the past several decades. Similarly, the ability to generalize from recent European studies to the United States is unclear due to differences in the types and sizes of vehicles driven in Europe versus in the United States.

This study estimates of the risk of severe injury or death for pedestrians struck by vehicles in the United States using data from a federal study of crashes that occurred in the United States in years 1994-1998 in

These results could be used to inform efforts to improve pedestrian safety, for example, by limiting traffic speeds to levels that are unlikely to result in severe injury or death in places where pedestrians and vehicles may encounter one another, creating physical separation of pedestrians and vehicles in places where higher traffic speeds are desired, and developing vehicle-based systems that detect pedestrians and warn the driver or brake automatically when a collision is imminent.

AAA FOUNDATION UPDATES

Sign-up to be notified of the latest Foundation research releases and news

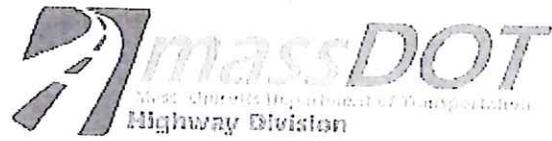
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Procedures for Speed Zoning on State Highways and Municipal Roads

Standards and Practices to Promote Safe and Efficient Travel in Massachusetts

Revised September, 2021

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Definitions

10 mph pace is a calculated 10 mph range that encompasses the largest total number of vehicles in the sample.

50th percentile speed, or median speed, is a measured value of prevailing speeds at which 50% of all vehicles are traveling at or below in free-flowing traffic.

85th percentile speed is a measured value of prevailing speeds at which 85% of all vehicles are traveling at or below in free-flowing traffic.

95th percentile speed is a measured value of prevailing speeds at which 95% of all vehicles are traveling at or below in free-flowing traffic.

Annual Average Daily Traffic (AADT) is a count of all traffic on a road segment over an entire year, divided by 365. In absence of permanent count stations, AADT is typically estimated by averaging a count over a shorter-term, such as 7 or 14 days, and then adjusting for seasonal variabilities.

Free-flow speed is the rate of travel that a driver will typically choose on a tangent roadway section during ideal conditions, including: daylight, good weather, unsaturated flow, and free from influence areas such as traffic signals or work zones.

Mean speed, or average speed, is calculated by summing all of the measured speeds collected and dividing by the total sample size.

Mode speed is a calculated value of speed that occurs most frequently in the sample.

Regulatory speed limits are those that are established and approved by MassDOT per MGL c. 90 § 18. Upon approval by MassDOT, regulatory speed limits may then be posted and are enforceable by law.

Statutory speed limits are based on the specific categories of roadways as established by the State Legislature (MGL c. 90 §§ 17 and 17C). These speed limits are not posted, with exception to area-wide signs posted at jurisdictional boundaries or warning signs posted on specific streets.

Target speed is the operating speed at which vehicles should ideally travel on a roadway in a specific context.

A **Transition Zone** connects a roadway that provides high-speed mobility outside a community to the same road within a community that provides local access and accommodates pedestrians, on-street parking, bicyclists, and other features that discourage higher speeds. A transition zone is the section of roadway where drivers need to be aware that the roadway conditions are changing, in an effort to allow them time to react and slow down to the appropriate speed.

Where Special Speed Regulations exist, an R2-1 sign must be placed at each location where a change in the numerical limit occurs. In unusually long zones, confirmatory speed signs should also be erected at strategic locations, such as downstream of major intersections, to remind the driver of the legal speed limit. On Interstates and other controlled-access facilities confirmatory signs are usually erected downstream from all on-ramps.



Fig. 9-1: Standard R2-1 (Speed Limit) Sign with Dimensions
(Source: *Standard Highway Signs, 2004*)

	A	B	C	D	E	F	G	H	I	J	K	L
Single-Lane Road	24	30	.375	.625	4	*4E	2	*10E	9.563	7.313	1.5	
Multi-Lane Road	30	36	.5	.75	5	*5E	2	*12E	11.979	9.167	1.875	
Expressway	36	48	.625	.875	6	*6E	5	*14E	14.375	11	2.25	
Freeway	48	60	.75	1.25	8	*8E	6	*16E	19.125	14.625	3	

*Series E Standard Alphabet for Traffic Control Devices

Table 9-1: R2-1 (Speed Limit) Sign Standard Dimensions, in Inches (Source: MUTCD)

Part 10. Other Speed Signage

In addition to the speed zoning procedures discussed earlier in this document, there are several other types of speed signage that may be found on streets and highway in Massachusetts. These may be generally categorized as one of the following types:

- Advisory speed plaques; conforming to the requirements of the MUTCD;
- Regulatory speeds, conforming to MGL c. 90 §§ 18 and 18B; or
- Statutory speeds, conforming to MGL c. 90 §§ 17, 17A and 17C.

10.a Advisory Speed Signs and Plaques

Advisory speed plaques are used to supplement other warning signs of a condition that may require a reduction in operating speed. Advisory speeds are most commonly used to supplement horizontal alignment signs such as Turn (MUTCD code W1-1), Curve (W1-2), or Winding Road (W1-5), but may be used under condition where a geometric or other roadside condition necessitates an advisory speed. *Advisory speed plaques (W13-1P), displaying "XX MPH" cannot be used alone; they must supplement a primary warning sign.*

The speed exhibited on all advisory speed signs and plaques is the maximum comfortable and safe speed, rather than an actual speed limit, so the signs are designed with a black legend on a yellow background. Advisory speeds are not enforceable limits.

Use of a ball-bank indicator is the simplest and most widely used device to measure safe, comfortable speeds on horizontal curves. A ball-bank indicator is a curved level that measures the combined effect of the body roll angle, the centrifugal force, and the superelevation angle as a vehicle negotiates a horizontal curve at various speeds.

In order to properly set advisory speeds through changes in horizontal alignment, the guidance found in FHWA's *Procedures for Setting Advisory Speeds on Curves* should be incorporated. If a ball-bank indicator is used, **Table 10-1** should be the basis of the criteria for determining the advisory speed through horizontal curves:



Fig. 10-1: W1-1 Sign w/ W13-1P Plaque
(Source: MUTCD)

Ball Bank Reading	Speed
16 degrees	20 mph or less
14 degrees	25 mph to 30 mph
12 degrees	35 mph and higher

Table 10-1: Maximum Ball-Bank Readings for Various Advisory Speeds (Source: MUTCD)

In addition to the use of a ball-bank indicator, other methods to determine advisory speeds through curves include manual calculation using a design speed equation or driving the curves using an accelerometer that can provide a determination of the side friction factors.

The use of advisory speed plaques in conjunction with Turn (W1-1), Curve (W1-2), Reverse Turn (W1-3), Reverse Curve (W1-4), Winding Road (W1-5), combination Curve/Intersection (W10-1 series), Chevrons (W1-8), One Direction Large Arrow (W1-6) shall conform to the Table 2C-5 of the MUTCD. These standards are based upon the difference between the speed limit and the calculated advisory speed. If the speed limit is:

- 10 mph or greater than the calculated advisory speed, an advisory speed plaque must be used;
- 5 mph greater than the calculated advisory speed, an advisory speed plaque is optional; and
- Equal to or less than the calculated advisory speed, an advisory speed plaque cannot be used.*

**Under this condition it is strongly encouraged to perform a speed study on the tangent sections of road upstream and downstream from the horizontal curve to determine if the speed limit has been set artificially*

low. While seemingly counterintuitive, it may be appropriate to raise the speed limit to a rate that matches travel speeds on tangent sections in order to fully utilize proper curve warning signs and advisory speed plaques.

Advisory speed signs and plaques may be installed by municipalities on any locally-owned street or highway without permission from MassDOT as long as the selected speed is based on an engineering study and their use conforms to the MUTCD.

10.b Reduced Speed Limit Ahead Signs



Fig. 10-2: W3-5 Sign
(Source: MUTCD)

Reduced Speed Limit Ahead (MUTCD code W3-5) signs are warning signs that inform road users of an upcoming reduction in the regulatory speed limit. The MUTCD recommends their use any time the speed limit is being reduced by more than 10 mph. When used properly it can be an effective tool to reduce the likelihood of sudden drops in free-flow speed.

Under conditions where a School Zone will reduce the speed limit by 10 mph or more, a Reduced School Zone Speed Limit ahead (S4-5) sign should be used in place of a standard Reduced Speed Limit Ahead sign.

Reduced Speed Limit Ahead signs are advisory and cannot be used in place of a regulatory Speed Limit sign. The legal speed limit becomes enforceable only at the point at which the Speed Limit sign is placed.

10.c Safety Zone Speed Limits

Safety Zone speed limits are the only regulatory speed limits that municipalities can adopt on city- and town-owned ways without approval from MassDOT. Safety Zones cannot be placed on State Highway without prior written approval of MassDOT. Speed limits within a Safety Zone must be set at 20 mph and are intended to be used in areas where vulnerable road users are likely to be present, such as parks and playgrounds, senior citizen housing and centers, hospitals or other medical facilities, high schools and higher education centers, and daycare facilities. Please note that Safety Zones should not be used in place of School Zones for streets adjacent to grades 1-8 schools.

Note
←

To establish a Safety Zone, the following minimum criteria should apply:

- The street should be adjacent to a land use that is likely to attract vulnerable road users.
- The Safety Zone should contain one or more areas that have potential conflicts between motor vehicles and vulnerable road users that warrant a reduction in speeds such as crosswalks, driveways, or side streets.
- The minimum length of the Safety Zone should be at least $\frac{1}{4}$ of a mile and it should not extend more than 500' beyond a side street unless an applicable land use continues along the adjacent block.

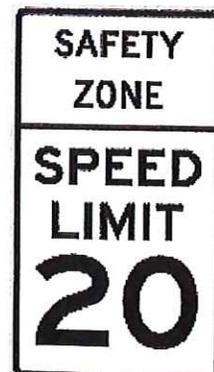


Fig. 10-3:
MA-R2-8 Sign

Regulatory speed limit signs, including Safety Zone speed limit signs, are required to conform to the MUTCD, per MGL c. 85 § 2. Therefore, an engineering study must be performed to validate the posting of

signage. The engineering study “shall include an analysis of the current speed distribution of free-flowing vehicles.”

Proper signage is also necessary to inform road users of the downstream end of a Safety Zone. In an area where a legal Special Speed Regulation has been enacted, the Safety Zone should be terminated with a Speed Limit (MUTCD code R2-1) sign that corresponds to the regulatory limit shown in the regulation. If the Safety Zone is in an area that has no Special Speed Regulation, it should be terminated with an End Speed Zone (MassDOT code MA-R2-7) sign.

Cities and towns are responsible for modifying their Municipal Traffic Code to reflect the locations of all Safety Zones prior to the posting any signage.

10.d School Zone Speed Limits

School Zone speed limits are a statutory speed limit but may be marked with regulatory (black legend on white background) signage. Speed limits within a School Zone must be set at 20 mph, but the limit is only in effect during days of the week and hours of the day when children are accessing the school grounds. School Zone warrants, design, and operation are governed by the Massachusetts Amendments to the MUTCD. The following is a summary of these criteria, but the full document should be reviewed to ensure all standards are met:

- The school property abuts the public right of way within the limits of the proposed School Zone;
- School children have direct access to the street or roadway from the school property;
- There is a marked, ADA-compliant crosswalk within the School Zone; and
- The school includes one or more grades between Grade 1 and Grade 8, inclusive.



Fig. 10-4: R2-1 Sign with S4-3P and S4-1P Plaques (Source: MUTCD)

Cities and towns are responsible for modifying their Municipal Traffic Code to reflect the locations and days and times of operation for all School Zones prior to the posting any signage. The sign assembly that is used to identify the school zone speed limit for drivers should be similar to Fig. 10-4; the assembly may also contain sign plaques stating the days of the week and times of day (MUTCD code S4-6P) or “When Children Are Present” (S4-2P) or it may be supplemented with either a single yellow flashing beacon above the sign, or one yellow flashing beacon above and one below the sign that flash alternately, and a plaque stating “When Flashing” (S4-4P).

BUSINESS

3. Approve 2022 Annual License Renewals (10 minutes)

ALL ALCOHOL RESTAURANT

99 Restaurant, 30 Davis Straits
Anchor Alehouse, 100 Davis Straits
Añejo Mexican Bistro, 188 Main Street
Black Dog Heights Café, 465 Grand Avenue
Bluefins, 295 Main Street
Bucatino Restaurant & Wine Bar, 7 Nathan Ellis Highway
C Salt Wine Bar & Grille, 75 Davis Straits
Cape Cod Country Club, 48 Theatre Drive
Captain Kidd, 77 Water Street
Casa Vallarta, 70 Davis Straits
Chapoquoit Grill, 410 West Falmouth Highway
Conference Table, 205 Worcester Court
DJ's Family Sports Pub, 872 Main Street
Epic Oyster, 70 County Road
Estia, 117 Main Street
Glass Onion, 37 North Main Street
Golden Swan, 323-325 Main Street
Jack's Restaurant & Bar, 327 Gifford Street
Liam Maguire's, 273 Main Street
New Peking Palace, 452 Main Street
Osteria la Civetta, 133 Main Street
Pickle Jar Kitchen, 170 Main Street
Quahog Republic Dive Bar, 97 Spring Bars Road
Quarterdeck, 164 Main Street
Quick's Hole Tavern, 29 Railroad Avenue
Sacconneset Golf Club, 132 Falmouth Woods Road
Shipwrecked, 263 Grand Avenue
Silver Lounge, 412 North Falmouth Highway
Simply Divine Pizza Co., 271 Main Street
Soprano's by the Sea, 286 Grand Avenue
Sweet Rice, 167 Teaticket Highway
The Pizza Bar, 146 Sandwich Road
Timber, 23 Town Hall Square
Water Street Kitchen, 56 Water Street

ALL ALCOHOL PACKAGE STORE

Falmouth Wine & Spirits, 322 Palmer Avenue
Lisa Liquors dba Family Foods, 350 E. Falmouth Highway
Kappy's, 21 Spring Bars Road
Kenyon's Market, Inc., 769 E. Falmouth Highway
Murphy's Package Store, 410 West Falmouth Highway
North Falmouth Liquors, 362 North Falmouth Highway
Old Barn Package Store, 20 Luscombe Avenue
RJ's Variety & Liquors, Inc., 174 Sandwich Road
Teaticket Market Inc., 125 Teaticket Highway
West Falmouth Market, 623 West Falmouth Highway

ALL ALCOHOL CLUB

AMVETS, 336 Palmer Avenue
Cape Verdean Club of Falmouth, 126 Sandwich Road
Falmouth Rod & Gun Club, 25 Sportsman Lane
Green Pond Yacht Club, 366 Menauhant Road
Midway Trap & Skeet, 284 Old Meetinghouse Road
Woods Hole Golf Club, 130 Quissett Avenue

ALL ALCOHOL INNHOLDER

Coonamesett Inn, 311 Gifford Street
Seacrest Concessionaire, LLC, 350 Quaker Road

WINE AND MALT RESTAURANT

Crabapples, 553 Palmer Avenue
Falmouth Cinema Pub, 137 Teaticket Highway
New Golden Dynasty, 25 Davis Straits
Papa Gino's, 56 Davis Straits
Pizza I & Subs II, 769 E. Falmouth Highway
Seafood Sam's, 356 Palmer Avenue

WINE AND MALT PACKAGE STORE

Holly Park Variety, Inc. 580A Route 28A
Jack in the Beanstalk, 800 Gifford Street
Rapid Refill, 435 Palmer Avenue
Wild Harbor General Store, 200 Old Main Road
Windfall Market, 77 Scranton Avenue

WINE, MALT AND CORDIAL INNHOLDER

Country Fare, 319 Main Street

WINERY-BREWERY POURING LICENSE

Aquatic Brewing, 661 Main Street
Cape Cod Winery, 4 Oxbow Road

COMMON VICTUALLER

99 Restaurant, 30 Davis Straits
AMVETS, 336 Palmer Avenue
Anchor Alehouse, 100 Davis Straits
Añejo Mexican Bistro, 188 Main Street
Blended Berry, 56 Davis Straits
Betsy's Diner, 457 Main Street
Black Dog Heights Café, 465 Grand Avenue
Bluefins, 295 Main Street
Bucatino Restaurant & Wine Bar, 7 Nathan Ellis Highway
Burger King, 111 Teaticket Highway
Cape Cod Bagel, 419 Palmer Avenue
Cape Cod Country Club, 48 Theatre Drive
Captain Kidd, 77 Water Street
Casa Vallarta, 70 Davis Straits
C Salt Wine Bar & Grille, 75 Davis Straits
Chapoquoit Grill, 410 West Falmouth Highway
Conference Table, 205 Worcester Court
Country Fare, 319 Main Street
Crabapples, 553 Palmer Avenue
D'Angelo's, 689 Main Street
DJ's Family Sports Pub, 872 Main Street
Doggz & Hoggz, 781 Main Street
Epic Oyster, 70 County Road
Estia, 117 Main Street
Falmouth Cinema Pub, 137 Teaticket Highway
Golden Swan, 323-325 Main Street
Green Pond Yacht Club, 366 Menauhant Road
Jack's Restaurant & Bar, 327 Gifford Street

Le Bon Jour, 420 E. Falmouth Hwy.
Liam Maguire's, 273 Main Street
Mary Ellen's Bakery, 829 Main Street
McDonalds, 263 Teaticket Highway
New Golden Dynasty, 25 Davis Straits
New Peking Palace, 452 Main Street
Osteria la Civetta, 133 Main Street
Papa Gino's, 56 Davis Straits
Persy's Place – Falmouth, 40 North Main Street
Pickle Jar Kitchen, 170 Main Street
Pizza I & Subs II, 769 E. Falmouth Highway
Quahog Republic Dive Bar, 97 Spring Bars Road
Quarterdeck, 164 Main Street
Quick's Hole Tavern, 29 Railroad Avenue
Sacconnesset Golf Club, 132 Falmouth Woods Road
Seafood Sam's, 356 Palmer Avenue
Shipwrecked, 263 Grand Avenue
Silver Lounge, 412 North Falmouth Highway
Simply Divine Pizza Co., 271 Main Street
Soprano's by the Sea, 286 Grand Avenue
Starbucks, 11 Davis Straits
Sweet Rice, 167 Teaticket Highway
Talk of the Town Diner, 587 Quaker Road
Thai Kitchen, 258 Teaticket Highway
The Conference Table, 205 Worcester Court
Timber, 23 Town Hall Square
The Pizza Bar, 146 Sandwich Road
Water Street Kitchen, 56 Water Street
Woods Hole Golf Club, 130 Quissett Avenue

INNHOLDER

Falmouth Inn, 824 Main Street
Coonamesett Inn, 311 Gifford Street
Seacrest Concessionaire, LLC, 350 Quaker Lane
Shoreway Acres, 59 Shore Street

ENTERTAINMENT

AMVETS, 336 Palmer Avenue
Anchor Alehouse, 100 Davis Straits
Bucatino Restaurant & Wine Bar, 7 Nathan Ellis Highway
Cape Verdean Club of Falmouth, 126 Sandwich Road
Captain Kidd, 77 Water Street
Casa Vallarta, 70 Davis Straits
Conference Table, 205 Worcester Court
Coonamesett Inn, 311 Gifford Street
Jack's Restaurant & Bar, 327 Gifford Street
Liam Maguire's, 273 Main Street
New Peking Palace, 452 Main Street
Quahog Republic Dive Bar, 97 Spring Bars Road
Quarterdeck, 164 Main Street
Quick's Hole Tavern, 29 Railroad Avenue
Sacconnesset Golf Club, 132 Falmouth Woods Road
Seacrest Concessionaire, LLC, 350 Quaker Road
Shipwrecked, 263 Grand Avenue
Silver Lounge, 412 North Falmouth Highway

Simply Divine Pizza Co., 271 Main Street
Soprano's by the Sea, 286 Grand Avenue
The Conference Table, 205 Worcester Court
The Pizza Bar, 146 Sandwich Road
Woods Hole Golf Club, 130 Quissett Avenue

SUNDAY ENTERTAINMENT

Bucatino Restaurant & Wine Bar, 7 Nathan Ellis Highway
Captain Kidd, 77 Water Street
Casa Vallarta, 70 Davis Straits
Coonamesett Inn, 311 Gifford Street
Liam Maguire's, 273 Main Street
Sacconnesset Golf Club, 132 Falmouth Woods Road
Seacrest Concessionaire, LLC, 350 Quaker Lane
Shipwrecked, 263 Grand Avenue
Soprano's by the Sea, 286 Grand Avenue

AUTOMATIC AMSUEMENT DEVICES

DJ's Family Sports Pub, 872 Main Street
Falmouth Cinema Pub, 137 Teaticket Highway
Pizza I & Subs II, 769 E. Falmouth Highway
Quahog Republic Dive Bar, 97 Spring Bars Road
Seacrest Concessionaire, LLC, 350 Quaker Road

CLASS II USED CARS

Braga Auto Sales, 227R Main Street
Falmouth Salvage, 9 Hayway Road
Falmouth Pier 37, 64 Scranton Avenue
Frank's Auto Sales, 442R and 444 E. Falmouth Highway
O'Hara Motors, Inc. 50 Spring Bars Road
Reine Trucking, 9 Hayway Road
Route 28 Auto Center, 550 East Falmouth Highway
Sandi's Auto Sales, 45 Simpson Lane

VEHICLE FOR HIRE

White Tie Limousine, 292 Teaticket Highway

BUSINESS

4. Discussion on a possible contribution from Falmouth to increase funding to the Cape Cod Municipal Police Academy (CCMPA) (10 minutes)

NEWS

Cape Cod's police academy ran for three years with little financial oversight, audit finds

Jeannette Hinkle Cape Cod Times

Published 4:52 a.m. ET Nov. 17, 2021

BARNSTABLE — After an audit of the Cape Cod Municipal Police Academy found the program has been running with little financial oversight since its inception three years ago, Barnstable County will have to decide — and soon — whether it wants to take financial responsibility for likely deficits going forward.

The county, which operates the academy, is already on the hook for a \$170,000 shortfall from the academy's 2021 session.

Though an auditor's report says that police academies operated by the state commonly run deficits, the deficit at the Cape's academy was unexpected.

That's because academy leadership had never developed a budget, never attempted to reduce planned expenditures to bring spending in line with revenues during sessions, and operated under the false sense that "everything would work out" financially, according to the Oct. 20 audit report.

"Even though budgets were requested, no budgets were submitted to the county administrator, nor was any budget entered into the MUNIS accounting system," Abrahams Group President Mark Abrahams, who conducted the audit, told the Barnstable County Board of Regional Commissioners last week.

"In short, the deficit occurred, in our opinion, because of a failure to follow internal control procedures and a basic lack of understanding of the finances," he said. "There was always this failed understanding that everything would be fine. Somehow, the program would result in at least a breakeven, if not a surplus."

Neither Academy Director Peter Carnes nor Deputy Director Wayne Sampson had any oversight over expenditures, according to the audit.

Instead, they passed that responsibility to a department manager, who approved spending and sent invoices — several of which lacked proper documentation — to the county's finance department, the audit said.

"Once the invoices were passed to the finance department, no one in that department followed acceptable accounting procedures to ensure that funds existed in the revolving fund to pay invoices as received," the audit reads.

That could be because no one in the county government understood that the program was not structured to be self-sustaining, according to the audit.

Future police academy deficits likely to exceed \$200K

After the launch of the audit, County Administrator Beth Albert worked with Carnes and Sampson to determine that the annual cost of running one 20-week academy session per year is roughly \$508,000. Depending on revenues generated by tuition, the program will likely run an annual deficit ranging from \$238,000 to \$275,000, Albert said.

This year, Barnstable County will be forced to pick up a tab for the \$170,000 shortfall.

The county's main sources of revenue come from county excise taxes, county tax assessments, registry of deeds fees and court rentals. The FY 2021 budget was about \$20 million.

The county is implementing nine recommendations stemming from the audit, according to Albert, who said the county also requested in the spring that the state Department of Revenue review the county's financial policies and procedures.

"We are now waiting for that report," Albert said.

The ultimate question before county leadership is whether to continue running the Cape Cod Municipal Police Academy — located at Joint Base Cape Cod — and they don't have long to make a decision. The academy's 2022 class is tentatively scheduled for January, and at least 110 requests for a spot in a class of 60 recruits are already submitted.

Cape Cod police chiefs told county commissioners last week that if the local police academy doesn't run in early 2022, departments across the region will be short-staffed for at least a year.

A total of 147 officers have graduated from the Cape Cod Municipal Police Academy since it began in 2019, according to Carnes. Of those, 44 went to work for Cape Cod police departments.

"I'm trying to hire 10 police officers, so I need 10 seats at an academy," Falmouth Police Chief Edward Dunne said Monday, adding that state-run academies in Plymouth and Randolph are already full.

If the police academy doesn't run in January or February, Dunne said, those 10 officers won't be on the street until 2023.

"The next time an academy spot is available would be probably sometime late spring, early summer of 2022," he said. "Then once they graduate from that, there's a 15-week field training program. So if this academy doesn't run, it's going to hurt the Falmouth Police Department and the town of Falmouth very, very much."

Where did the police academy deficit come from?

The Cape Cod Municipal Police Academy was relaunched by Barnstable County in 2019 after a long hiatus.

The program was initially given a total budget of \$102,000, consisting of two \$50,000 deposits from the state and Barnstable County, and one \$2,000 deposit from the District Attorney's Office.

Those one-time funds would be augmented each year by revenue earned from the fees paid by recruits to participate in the academy.

There were no deficits in the first two classes run by Carnes and Sampson. That's because, in addition to the availability of the seed money donated by the county, state and District Attorney's Office, those classes had lower payroll expenses than is typical.

In 2019, Cape Cod police departments offered their own staff as instructors at no charge to the county. In 2020, the number of instructors was reduced to comply with public health measures instituted because of the pandemic.

But in 2021, payroll expenses rose to what newly created budgets show will be regular staff level costs going forward.

The Cape's academy was modeled after state-run academies in Plymouth, Randolph, Reading, Springfield and Boylston, which are not designed to be financially self-sustaining, according to the audit.

"The state comes in and picks up any shortfall generated by the program," Abrahams said.

Police academy supposed to be 'self-sufficient'

That's not the case for the Cape Cod Municipal Police Academy, for which Barnstable County is financially responsible.

Barnstable County Assembly of Delegates Speaker Patrick Princi, who was chairman of the Assembly's finance committee when the academy was first proposed, said the county's legislators were told the academy would be financially self-sustaining when they approved its creation — something that Carnes said he didn't recall in an emailed response to questions from the Times.

"It was understood when this was first proposed that the revenues from the tuition costs were going to cover the expenses," Princi said. "More or less, we were going to get them started and it was going to be self-sufficient. If we can participate in those regional endeavors that can sustain themselves, that's perfect.

"However, we got a supplemental budget in June and the supplemental budget is for \$170,000," he added. "The primary role of the Assembly is to review the budget, and we never saw a budget for them. Then, all of a sudden, we got a supplemental budget for \$170,000."

When Assembly members began asking questions about the unexpected request for money they had never appropriated, Princi said the county's administration requested the Assembly wait to address the shortfall until an audit of the program was completed.

That audit ultimately found that the academy's deficit was caused by a lack of understanding of the program's finances and a failure to follow internal control procedures.

This isn't the first time that an audit found the county's internal financial controls lacking.

A 'casual' approach to police academy finances

In 2017, a report by the state auditor recommended Barnstable County establish written policies and procedures regarding non-payroll expenditures as well as monitoring controls to ensure those policies and procedures were followed after establishment.

Those policies, procedures and controls were never applied to the academy's finances.

"To me, it is disturbing that, after the state auditor's 2017 report, similar instances of internal control issues existed for the academy program," Abrahams said.

County Accountant Stephen Amara told county commissioners last week that since he arrived in 2017, he has personally set up and managed roughly 130 funds on behalf of the county that were properly handled. But he suggested that county leadership took a more "casual" approach to the police academy.

"The department heads, the people who establish this, have the onus upon them to develop a budget that is balanced with revenues and expenditures," he said. "They hand it to me, I put it into (the MUNIS accounting system), and we're ready to go. In this particular case, I was instructed to set up a fund and was not given a budget and told that there would be no budget for now and we'll see how it goes. Well, we saw how it went."

Albert, who said the county is taking the audit's findings seriously, said she is still investigating why internal financial controls that govern spending in other departments were not applied to the academy.

"This academy, it was a little bit of a different animal," said Albert, who was hired as county administrator last spring. "I stand behind the findings in the audit. I think it is accurate, and we've clearly identified nine different recommendations that we're going to be following to a T. We have a clear path forward on how to rectify any deficiencies."

That path forward will involve the creation of a signed memorandum of understanding between the Cape Cod Municipal Police Academy, the local Law Enforcement Council and Barnstable County.

According to the audit, without that agreement, there was a lack of clear lines of supervision, roles, responsibilities and program oversight.

Carnes, who also cited a lack of clear responsibilities as the reason for the program's financial failures, said that he fully intends to work with county administration to implement all of the audit's recommendations.

Carnes and Albert are scheduled to meet to discuss those this week.

"When we implement the recommendations that were in the audit, I'm fully confident that we'll be operating a really strong program both programmatically and financially," Albert said, adding that Carnes and Sampson will be trained on proper financial management.

What's next for the police academy

Both branches of the county government will meet Wednesday to discuss the academy's future, post-audit.

Among the most urgent decisions will be whether the academy should run a class in early 2022.

Police say their departments are coping with a wave of retirements caused by a mixture of natural attrition by baby boomers, the pandemic, and criticism of police in the wake of George Floyd's murder by Minneapolis police. Those retirements have led to short-staffed departments that have high overtime costs, low morale and less time for community policing, they said.

The region as a whole has at least 46 police officer recruits currently in need of academy training, according to a county survey of Cape police departments completed this week.

But some elected officials in charge of deciding whether to fund the academy's next class and any future classes — all of whom have acknowledged the importance of well-trained and well-staffed local police departments — have expressed doubt that the county should take on a financial responsibility that wasn't clearly understood when the academy was approved for launch.

Carnes and Sampson have had discussions with the Municipal Police Training Committee about off-loading financial responsibility for the Cape's academy to the state, and while those conversations have been "positive," according to Albert, there is no guarantee that will happen.

"There's a lot of work that has to be done before I feel really comfortable going forward," County Commissioner Sheila Lyons said last week. "It does not mean I don't appreciate this program. It does not mean that I am against the program. I just think that there are a lot of red flags for the county going forward that we have to consider."

Princi, who represents Barnstable in the Assembly, said that he thinks the county has no choice but to fund the academy's next class to ensure local police departments have the officers they need.

"I think that we should get this next class up and going but at the same time rigorously look for other options, through the state or conducting more classes in Plymouth, because I'm not certain that the county is in the business of running police academies," Princi said before referencing the escalating costs incurred by the county's fire training operation.

Barnstable County has done a lot of work since the 2008 recession to cut back on unsustainable spending, Princi said.

“Unless we get federal or state grants, the only revenues we have are our registry of deeds taxes, along with the taxes that the towns put in,” he said. “With a good (real estate) market now, it sounds great, but we just don't want to get in a position where we're eventually having to just say, 'OK, we can't do this anymore.' It's almost like that's where we're at now.”

Other officials are ready to support the academy as an ongoing county obligation once financial management is improved.

“I'm very clear in terms of where my position is,” County Commissioner Mark Forest said last week. “I want to give a green light to this program to continue.”

The Municipal Police Training Committee, the body that oversees state-run police academies, did not respond to an interview request submitted through a state spokesperson.

Reach Jeannette Hinkle at jhinkle@capecodonline.com.

BUSINESS

5. Review and Vote to Approve Minutes of Meetings (5 minutes)
Public Session – November 8, 2021 and November 15, 2021

TOWN OF FALMOUTH
SELECT BOARD
Meeting Minutes
MONDAY, NOVEMBER 8, 2021
SELECT BOARD MEETING ROOM
TOWN HALL
59 TOWN HALL SQUARE, FALMOUTH, MA 02540

Present: Doug Brown, Chair; Nancy Taylor, Vice Chair; Megan English Braga; Sam Patterson; Onjalé Scott Price.

Staff Present: Julian Suso, Town Manager; Peter Johnson-Staub, Assistant Town Manager.

1. Call to Order by Chair Brown at 7pm.
2. Pledge of Allegiance
3. Recognition

Chair Brown recognized Jeremiah Pearson and his staff for the storm clean up and NSTAR utilities for the work they did to address the loss of power in Town due to the storm. The Select Board also thanked the FPD, FFD, and DPW for their service

4. Announcements

Barbara Schneider debuting an animal project for the Town. Kevin Friel is doing a photo project on osprey, photographing every nest, and documenting every board. There are 21 nests on utility poles in Town, in the spring there was a cleanup, nests were removed, however all were rebuilt by the osprey. Four months ago, he started working with the Conservation Commission seeking alternative locations for the nests; they are up to 19 different new nests to get the osprey away from using utility poles. There have been nine osprey related fires this year and they draw from resources; every time there is a fire there is a power outage. We have until mid-March to have all the boards in place for the new nests and utility company to put up proper deterrents. He provided information packets. Schneider said that they will pass the information cards out at Town Meeting; this is part of Together We Can nonprofit, working with community groups, the goal is to get enough human power to put the alternative sites in place and deterrents on these poles. The public was directed to the Falmouth Wildlife Facebook for more information.

– November 15 Town Meeting comments

Suso said that later during tonight's meeting Scott McGann will join regarding any questions about the indoor venue for Town Meeting at the Lawrence school next Monday at 7pm. They are asking attendees to wear masks and take them off when speaking at the microphone. Masks and sanitizing implements will be provided as needed. On the main floor of Lawrence School there are 650 folding chairs, about 200 Town Meeting Members, so he is asking attendees to use the second floor of the Lawrence School so Town Meeting Members can spread out as much as they would be comfortable. There will be microphones on the second floor.

– Taylor announced that during executive session prior to tonight's open meeting, the Select Board discussed a complaint against a public officer under MGL ch.30(a) s.21(a)1 and resolved an issue between Suso and Chair Brown. Chair Brown sent an ill-advised email to Suso and Suso responded that it was outside the limits of Chair Brown's authority, the Select Board agreed with Suso, and Chair Brown apologized to Suso.

– The Veteran's Day Ceremony will be live in person at 11am on 11/11/21 on the Library Lawn.

– The Woods Hole Diversity Advisory Committee has a virtual screening of a movie produced by Native Americans about being here on 11/16/21 at 7:30pm. There will be a virtual book club discussion on 11/22/21. Woodsholediversity.org and look for native American heritage month.

– Precinct meetings are ongoing this week.

5. Public Comment

Chair Brown acknowledged receipt of a letter from Terri Alves Hunter and said it has to do with diversity and inclusion. English Braga noted they have never read the letters into public comment, people would

come for public comment. If someone had a letter, they would discuss the letter with the Select Board during the meeting. It is appropriate for the Select Board to have a policy.

English Braga asked that the Select Board agenda the policy on public comment for a future meeting.

Jack Afarian, Race Director Cape Cod Marathon, the race was cancelled this year and he is not planning to reschedule. The next race will be held in October 2022 and considering changing the date to the first weekend in October citing issues including weather, placement of pole banners interfering with placement of flags on poles in downtown Falmouth, and Halloween décor. He will work with the DPW to have it, so the race banners up are installed at the normal height. He does not want to negatively impact anything going on in Town.

6. Affirm appointment of Deputy Public Works Director
Suso said Steven P. Cadorette, appointee for the position, comes with strong credentials and background, was a professional engineer, and Suso asked the Select Board to affirm Cadorette's appointment and waive the residency requirement because at this time he lives off cape.

Cadorette does civil and private engineering. He learned a lot about this position and is looking forward to working for the Town. His background is private consulting for public sector work. He is the Zoning Board of Appeals Chair in Somerset and was elected to the Somerset Water and Sewer Commission in April.

English Braga motion to affirm the appointment and waive the residency requirement. Second Taylor. Yes-5. No-0.

SUMMARY OF ACTIONS

1. Licenses
 - a. Approve application for a Change of Manager of an All Alcohol Club License – Falmouth Elks Lodge #2380 B.P.O.E. of U.S.A., Inc., located at 140 Palmer Avenue, Falmouth
Chair Brown recused himself. English Braga stated the manager has ultimate responsibility for alcohol service.
English Braga motion to approve Second Taylor. Yes-4. No-0. Abstain-1. (Chair Brown)
 - b. Approve application for a Special One-Day All Alcohol Liquor License – Falmouth Theatre Guild, Highfield Theater, 58 Highfield Drive – Friday, Saturday, and Sunday; December 4, 5 & 6, 2021 and December 10, 11 & 12, 2021
Dec 3, 4, 5 not 6.
Taylor motion approval as amended with the following dates December 3, 4, and 5. Second Scott Price. Vote: Yes-5. No-0.
 - c. Approve application for One-Day Sunday Entertainment License – Shipwrecked, 263 Grand Avenue – Sunday, 11/4/2021 from 11:00 a.m. to 6:00 p.m.

Chair Brown noted receipt of one concern from a resident in opposition.

Rob Loewen, Manager, reapplied for an entertainment license for Sunday, the event will be run the same as it did for the Falmouth Road Race. There will be a smaller scale event in the back parking lot, about 11am-3pm, he applied for 11am-6pm to allow for cleanup. Beer and wine service, security, like they always run their events. This is a DJ with amplification. Suso noted the license was for acoustic, but for special events amplification may be requested.

Brown said the neighbors thought the music was to be acoustic but noted it was amplified in the past. It was acoustic guitar that was amplified, and Mr. Loewen misunderstood the intent; they did sound checks, managers walked the Beach Street area. Chair Brown said that the intent is that music is not to go beyond the property lines. Mr. Loewen said its a special permit for the back lot.

Mark Finneran commented that his neighbor plays the guitar on his front porch with an amplifier on Grande Ave. He does not see why the applicant should be restricted any more than others in the

area. He drives by the area, and you cannot hear anything. The nature of the complaint was because they violated no amplification requirement, not that the noise was excessive.

According to Chair Brown, the letter received said that the music could be heard loudly on the beach.

Taylor read the letter of opposition from a neighbor into the record.

English Braga motion approval. Second Taylor. Vote: Yes-5. No-0.

2. Administrative Orders

- a. Vote to accept FY21 Wellness Grant in the amount of \$600.00 from Cape Cod Municipal Health Group to the Personnel Department grant account

Patterson motion approval. Second Scott Price. Vote: Yes-5. No-0.

- b. Vote to Accept FY2021 Bulletproof Vest Partnership Program Award in the Amount of \$8,034.20
Taylor motion approval. Second Scott Price. Vote: Yes-5. No-0.

- c. Authorize request to CPC for allocation of \$1 million in funding to the Falmouth Affordable Housing Fund

Suso noted a letter from Johnson-Staub in the packet that recommends the Select Board consideration of requesting \$1 million. Town Meeting Warrant Article the Select Board advanced for \$4 million from free cash, this would supplement the \$4 million.

Robert Meehan, Affordable Housing Committee, said that his understanding was that it was \$1.3 million that was transferred from the CPC. The request was for \$1.3million and he is wondering why the difference? That \$300,000 could possibly fund an additional 3-6 units this year.

Suso noted they recommended \$1 million, the Select Board can request any figure the committee would like. Patterson explained the process of how to allocate funds on an annual basis; they have come up with a number in the past, the CPC could come up with a number that they recommend to Town Meeting. Suso said this could be recommended at a minimum amount and if the CPC wants to increase that, they are welcome to do so. This will not go to Town Meeting until April 2022. Suso noted that by statute there is a minimum percentage that must be set aside, that is \$360,000, this is three times the minimum under that statute.

Patterson asked to change wording of the vote to request minimum of \$1million.

Patterson motion to authorize, with a change of working to request minimum of \$1 million. Second English Braga. Vote: Yes-4. No-1. (Taylor)

Barbara Schneider commented that it us up to the CPC to bring their recommendation to Town Meeting. This is just asking the Select Board to make a formal request to the CPC on the amount. The CPC must deliberate on the money they must and can make to the fund. The CPC debates this and tries to give as much as they can when they weigh all the needs of the Town.

- d. Approve request from Water Quality Management Committee for \$19,500 in Airforce Center for Environmental Excellence (AFCEE) funding for a baseline study of the ecology of Little Pond by UMass-Dartmouth

Price asked Eric Turkington to what extent he has been working with Ken Foreman at MBL. Turkington said early and often, Foreman's students have been monitoring the ground water going into Little Pond. The Town has spent \$40 million to remove nitrogen, reducing 88% of the nitrogen that needs to be reduced. They need a before and after; last baseline was done in 2005, need one for now. The people who did the MEP will do this and need to do it now because November is when they did the original MEP study and want to keep these things as standard as possible.

Scott Price motion approval. Second Patterson. Vote: Yes 4. No-0. Abstain-1. (Taylor)

- e. Authorize signing by DEI Officer of Bridge to Blue letter of support with WHOI for grant application under the Build Back Better Program
Suso noted the Select Board has a copy of the letter that went out some time ago, Jackie Hartman was asked to sign on by a member at WHOI. Brought to the Select Board to consider if there should there be another request of Jackie.

Taylor motion approval. Second Patterson. Vote: Yes-5. No-0.

- f. Retroactive approval of Water Department's application for FY22 MIIA Risk Management Program Grant in the amount of \$10,000 for safety equipment
Patterson motion approval. Second English Braga. Vote: Yes-5. No-0.

- g. Approve request for permission to submit an application to the Conservation Commission to reconstruct an existing dock at 139 Edgewater Drive West

Taylor motion approval. Second English Braga. Vote: Yes-5. No-0.

7:30 p.m. PUBLIC HEARINGS

1. Application for an Alteration of the Licensed Premises of an All Alcoholic Common Victualler License – Pickle Jar Ltd. d/b/a Pickle Jar Kitchen at 170 Main Street, Falmouth

English Braga read the hearing notice.

Ben Gallant, Cassandra Gallant, and Elizabeth Lay were present. They want to make the back patio a permanent part of their establishment. The sketch of the floorplan was reviewed, only the patio is shown, not the building. This is a great asset to continue outdoor dining, they close the front part when they use the outside. They cannot go above 59 capacity, the kitchen cannot handle it, they are reconfiguring when weather permits them to do so. There is alcohol service on the patio, it is fenced in, not permanent fence, use burlap screen so it is blocked off with a gate.

Suso has not been involved on this.

English Braga asked if the Select Board has the authority for this and if there were any other zoning issues related to the change of number of seats and parking.

Chair Brown said they are not changing # of seats, just moving some outside.

Public comment:

Barbara Schneider, Precinct 4, commented that a lot of her friends do not want to eat inside, and she is excited the Town finds ways to go outside and enjoy a meal. She hopes the Select Board approves this and support businesses in this new way of thinking.

English Braga motion close hearing. Second Patterson. Vote: Yes-5. No-0.

English Braga motion approval. Second Scott Price. Vote: Yes-5. No-0.

2. Shade Tree Hearing – on application by the Falmouth Parks Department for the removal of two (2) Norway Maple trees at 187 Central Avenue, East Falmouth

English Braga read the public notice.

Jeremiah Pearson, Tree Warden, the trees are in poor health, if removed 2 more suitable trees will be planted and he would make sure requirement and species approved. The developer will do the removal and planting.

No objection received.

Public comment: none.

Scott Price motion to close the hearing. Second Patterson. Vote: Yes-5. No-0.

Taylor motion approval. Second Patterson. Vote: Yes-5. No-0.

3. Vote to adopt new mooring regulations relating to house floats and house boats, continued from October 25, 2021

Taylor read hearing notice.

Gregg Fraser, Marine and Environmental Services Director, suggested requirement of a building permit be eliminated from the proposal. He got a call from the State today, the pump out grant coordinator reiterated the use of the pump out boat for the house boats is the only service one providing service in Great Harbor.

Chair Brown said neighbors report seeing evidence of sewer discharge. Fraser said if brought to his attention and proven, they will take action against that person. If the Town pump out boat is not used to pump out the houseboat, then the owner needs to provide a yearly report of who is doing the pumping and where the discharge is going. They will require this information be saved for future reference. If someone does not provide that information, they can withhold the permit. There are 3,000 moorings, it may be happening that some are not pumping out appropriately and violating. The pump out boat is seasonal, proposed in next budget to include service through Columbus Day- at least through the weekends. This year they had someone available, but no funding to operate it through Columbus Day.

Chair Brown noted various comments, one houseboat owner would like to use theirs year round, Fraser said they could use it but in Eel Pond. He wants them out of Great Harbor due to exposure. They will still need to make provisions for pump out services. Fraser proposed insurance for the houseboats, particularly given the environmental impact if holding tank breaks apart, so the insurance would be valuable. Mashpee requires insurance policies for all their mooring owners. Fraser concluded by saying houseboat fleet has done a good job of self-regulating themselves; except for this year it has not been a big issue. This is the policy they are operating under now, with some tweaks. Current people with houseboats likely will not see a real impact.

Patterson said insurance is required and must be provided to the harbor master; it says new because boats are not currently required to provide that. Fraser believes that given the value of the vessels, they are likely insured.

English Braga asked if someone does alterations to their existing boat, will that trigger the requirement for insurance. Fraser said yes that would trigger it. An example he offered was if someone loses their houseboat in storm, the new one would need insurance.

Chair Brown asked about the suggestion of a prohibition of increasing houseboats. Fraser said overall there has not been a significant increase in them over last 5-7 years. The 600 foot zone is already limiting because one needs to wait for an appropriate mooring.

Scott Price said that she knows people who live on houseboats because they cannot afford to live in Town year round. It is working now, however if it becomes a problem then the Select Board should address it. She does not want to limit housing opportunities.

Chair Brown said that this conversation could spur new interest in new houseboats.

English Braga noted they would need a mooring or would need to get on the list for a mooring. She is not worried it will be a huge influx of houseboats or house floats.

Public Comment:

Tyler Barron is someone who was considering building a houseboat this summer, he has access to a mooring, to limit any potential for someone like himself to limit them because of concern many will go out to get a houseboat or house float. He grew up in Falmouth, been on houseboats, there could not be a sudden influx of people who would have a houseboat. It doesn't make sense to limit those options for people, given the lack of affordable housing.

Richard Pierce, Woods Hole, opposed to the houseboat amendment as proposed. 40 years ago, the Town put a bylaw that prohibited houseboats in town owned marinas for a reason that holds true today. The

original intent of these fields was for use of boats for transportation and navigation. This is a scarce public resource not intended for housing development, there are 18 houseboats out there. He has the master list that he provided to the Select Board today and in that list if dates are accurate, shows the proliferation of the houseboats over the last 4 years. There has been a 1/3 increase in houseboats. He has been watching them slowly build. Jonathan Goldman was catalyst for the conversation, the most recent houseboat he wanted to place outside. This is an issue for neighbors of Great Harbor, enjoy the waters, find on busy weekends these houseboats act as mother ships with boats/rafts tied up to it. Rave party with band and about 50 people on the houseboat, he is concerned about pollution, how the harbor is being treated during such events. He is concerned if there are more the issues will compound and he does not see this as an appropriate use of a recreational boating field. Lots of issues to navigation that houseboats pose, height limit of 22 ft., blockage of views, seeing around these, if allowed to go forward as proposed there will be a very different look to Woods Hole. He does not think this is the solution to affordable housing. He would love to see neighbors of Penzance included in the process, have their voice heard in limiting the proliferation of the house boats, no more additions, second stories, air bnb is a concern, how this will be regulated, supervised, who will know if it's an air bnb rental. Concern the use of commercial moorings, he and his family has been recipient of commercial mooring offerings: \$100 for Town mooring; \$2500 through Woods Hole Marine, they do it because the Town allows them to do it. He believes there are commercial moorings inside the field that could be accessible to people who want to put a houseboat. There are 45 moorings in the area, that is a huge number from 14-18 of the existing fleet. He and his neighbors are concerned about seeing more of these houseboats. He would like to introduce a sunset clause, look at alternatives to what Fraser has written down. He proposes not voting on this tonight but approve a committee moving forward to look at this issue in a broader sense.

Chair Brown asked Fraser if has knowledge of commercial moorings available, Fraser said less than 10%.

Fraser said commercial moorings are for service for the boatyard, rental moorings, and any harbor cannot have more than 35% as a commercial mooring.

English Braga asked Mr. Fraser if the Select Board does not do anything, none of Mr. Peirce's concerns would occur. If the Select Board does not act on this someone could build a houseboat, not required to have insurance and other criteria Mr. Fraser included. Fraser is adding layers of protection for now and future.

Sheila (l/n/u), owns a houseboat, hers is a boat, has an engine, she does not have parties, she is generally by herself, insured, has it pumped out regularly, she uses it as an office during the summer, there are different aspects of the house boats that people should look at. Calming sense in the harbor, large sail boats that are taller than her houseboat, lots of people speed through passageways. There is a warm, welcoming group of people out there. She has solar, completely self-sufficient, draws rainwater for fresh water. Only lives on it on weekends, sits in Eel Pond during winter.

Cricket Warner, Woods Hole Resident, House float owner; houseboat could be full of house boats. A lot of the regulations talk about making House floats different from house boats. The guidelines she feels they have been abiding by for years. One is dates that they move, those are a community effort. If a boat is in Eel Pond the houseboat or float cannot go in there until the boats are gone from Eel Pond. When those boats come back in, the house floats need to leave. The dates could be difficult to hold to because they have to wait for boats to leave. If there is a committee formed, they would like to hear about it and be part of it.

Brown asked Fraser if there is any way to enhance ability to enforce the pump out. They can notify the house floats of the new requirements and ask them to start their own log. As far as boats, they can have an idea of size of holding tank based on size of the boat, enforcement would need to be on complaint basis and then they would go interview the boat owner and ask them to provide proof of legal disposal.

Chair Brown said that there may be houseboats or house floats that do not have holding tanks. Fraser said some have composting, some have small marine units they can discharge when they get ashore. The pump out log would be in there, this is the system they have, take could take it to shore to empty and log each time.

English Braga asked Fraser to address the issues re: moving the houseboats and house floats to moorings. Fraser gets request for waiver of moorings, so if anyone told them that they are waiting for a boat to move, they would understand that.

Mr. Peirce said Fairhaven has a different opinion on portable cassettes and other sanitary devices, they do not want anything that cannot be accessed by a pump out boat. When sealed watertight holding tanks only accessible by authorized pump out boats that would give them confidence that it is removed property.

English Braga said requiring pump out that could be discussed with the Select Board and Fraser. If concern is disposal of waste, it can happen off of boats just as easily.

Lots of boats have tanks that can be pumped into the water or pumped out.

If they have holding tank, only pump out to pump out boat. They could use composting or portable.

English Braga motion close hearing. Second Taylor. Vote: Yes-5. No-0.

English Braga motion approval as drafted. Second Patterson. Vote: Yes-5. No-0.

Chair Brown said if Fraser gets 2-3 applications in the future, he can bring it back to the Select Board. Patterson said number of moorings are limited. Anything on the mooring needs to be approved by Fraser.

4. Wetlands/Dock Hearing – Teague I. Campbell – Reconstruct pier, ramp and float on the same general footprint as the existing dock in and over the waters of Rand’s Canal, located at 147 Bay Road Extension, continued from October 25, 2021

English Braga read the hearing notice.

English Braga motion at the request of applicant continue to 12/20/21 at 730pm. Second Patterson. Vote: Yes-5. No-0.

BUSINESS

1. Discussion/update on COVID-19 issues
Scott McGann, Health Agent, reviewed the Falmouth weekly case trend, last couple weeks okay, about 16 for the week, heavier this week but still between 15-30 per week; better overall the last three weeks. Lower incidence rate per 100,000. We are about half of what the State was during that timeframe. There is an ebb and flow, weeks of maybe 40, then a week in the teens. 1.61% positivity overall in Town. Hospitalizations 0 for Falmouth Hospital. Positivity and incidence rate are low. 406 doses administered this past week, some businesses are requiring it for their workforce. 92% of all eligible residents have had at least one dose. The number will go down because adding children 5-11 year olds, who will get 1/3 a dose. Booster available to those who are eligible. You can mix vaccines. FPS clinic scheduled for Friday. 300 doses at this time, they can ask more. Paxlovid oral treatment that can be taken at home and molnupiravir (oral). McGann will put the information on the Town website, including his PowerPoint Presentation.

Town Meeting, masks required by the Select Board, people will be in close proximity.

Delta you are twice as likely to end up in the hospital than the original Covid-19. Falmouth Pediatrics and Bramblebush have the vaccine.

Chair Brown asked if the Select Board feels the biweekly updates in person are needed. Patterson said if a caution that McGann has to make a presentation. Friday FCTV updates will continue.

Patterson asked if there is a greater risk entering the holidays.

Barbara Schneider, Precinct 4, she had booster scheduled for Monday after the storm, it was cancelled. The pharmacy told her that all the vaccine south of Boston through the Cape had been quarantined because much was not under generator refrigeration. Was that ruined?

McGann is not on the pharmacy program. The guidelines have loosened re: requirement for the deep freeze storage, if they feel it has been outside temperature control longer than required, they will be disposed of. If the pharmacies have the technology, they will know how long it was out, temp, and if exceeded parameters they will toss them. McGann will not get that information.

2. Report – Commission on Substance Use

Beverly Costa Ciavola, Chair, and Samantha Bauer. Costa Ciavola noted their next meeting is 11/18/21 at 5:30pm.

Costa Ciavola said two vacancies were filled in 2021. Co-chair is leaving, so the other opening will be posted. The Commission has not had a lot of opportunity to do what they want to do, Hidden in Plain Sight Trailer, they could not do anything with that over the last couple years. This past year, participated in opiate use disorder day, support sober housing, and promote MA Alliance for Sober Housing. Trying to get the sober house managers and owners to talk about their challenges and successes. Launching speaker series by January meeting. Moms Do Care, Well Strong, AIDS support Group of CC. Titus put article in paper in July, hoping to do an intro to all commissioners over a year.

FY 2021 budget was not spent down, Covid kept them from doing the things they planned to do. Supported sponsorship ad for MA Opiate Awareness screening day and chronic marijuana use and teens. Supporting FPD around Hidden in Plain Sight and expanding ways to bring awareness about treatment and recovery pathways to Town. Falmouth should be proud of the young people stepping up to look after their neighbors, encourage them to get into recovery.

English Braga thinks it will be great as they begin having events or hear about social events, sober event and the Select Board can make those announcements during the meetings.

Samantha Bauer, Commission Member, Inspiration is Everywhere, 24 Spring Bars Road, a nonprofit, their 1300 square foot space is available to the community as alternative space for events, in a substance free environment-people under 21, others who want to do a substance free social event, and they have an outdoor backyard. Bimonthly movie night with discussion afterwards, open 10am-4pm, open space for anyone to have a place to be. Watch movies, free art supplies, read a book, take a nap, working to extend the outreach. No sign yet, painted rainbows on their windows, so they are easy to find.

3. Presentation – Beach Committee

Margie Mitchell, Chair, provided background and introduction. There is a staffing crisis facing the Beach Department and other Towns throughout the Cape and New England. Suso adjusted the pay schedule for the staff. Researched and collected data from all committees on the cape. Tonight, they will recommend wages for next five years. Even before Covid-19, there were staff shortages due to pay scales. Could not compete with companies that paid more, such as \$18/hour. They have lost parking attendants and lifeguards, some beaches, including Megansett and MBL beaches had no staff. Chappy and Goodwill, Woodneck, Mill Rd Ext, Bristol, Falmouth Heights Beach, and Menauhant closed early this season.

Nancy Quigg Alternate member, noted that workers available for these jobs have been decreasing. Reasons may include higher percentage of students taking classes year round, affordable rentals not available, pool of workers were who lived here or had a relative who lived here, certification classes not available due to Covid-19. Other Cape towns reported the same problems. Falmouth was the lowest paid in this position cape wide, except the national Seashore who are on a different pay scale. The Town may benefit from the Junior lifeguard program, high school students may be available to work through Labor Day.

Joe Striola, said they need to increase the pay if they will be able to compete with other communities. The job is for a short term basis, recommending in 2022 the hourly pay for lifeguards be increased to start at \$19/hr and adjust steps for veteran staff accordingly. Recommend parking attendants start at \$16/hr and adjust for seniority. Added program this year to have guards on beaches during sunset hours. Needed for crowd control. They would like this to continue. Worked on steps to have increases be annual so anyone coming to the job would know what they could anticipate for revenue. Automatic increased pay scale. Reenergize lifeguard aid and junior lifeguard system. Reimbursement to lifeguards of training. Line item of \$3500 in the budget for staff development and can be used for this reimbursement. End of season retention, offer 15% hourly pay increase for staff to remain on the job after Road Race Weekend. Reviewed the wages, budget, and revenue reports 2014-2021. 2021 exceeded expenses by almost 369,000, beaches run a good business model. Recommend a 26% increase for staff members over the next year from present level of staffing costs \$15/hr start to \$19/hr. There has not been a raise in salaries for years. They will recommend ways to bring in the money to cover the costs. Infrastructure on the beaches are diminishing. Recommend enhancing staff, cover all beaches, and not have any closed.

Barbara Schneider showed a survey of number of beach permits issued to visitor residents in selected Cape Cod Towns 2021. Recommend raise daily fee for Old Silver Beach from \$20 to \$30. Raise \$15 daily fee for Menauhant and Surf Drive parking lots to \$20; have motorcycles pay the same as any motor vehicle, they do not pay anything now. No change in the current \$40 seasonal parking pass for residents and no change in swim instruction fees.

English Braga asked that they send the Select Board their PowerPoint.

Dan Shearer present.

Schneider is happy with change in how trash is getting picked up, volunteer base going to the beaches, through the entire summer there were no complaints about trash pickup. Things were being kept cleaner because of that. Leaving a trash barrel off season has been helpful. One complaint heard, not having staff on beaches in mid-August, got complaints from residents saying why buy a permit when it is only for 6 weeks.

Joe said staff reported to them the amount of usage of the beaches, exceeded all previous capacity uses. Parking lots were full, we have gotten used to outside space, people are enjoying the outside.

Mitchell said they provided cards re: beach etiquette information

4. Discuss and vote to increase Beach Committee membership
Taylor motion to add two members for a total of 7 members. Second English Braga. Vote: Yes-5. No-0.
5. Discussion of Charter Review Committee recommendations
Taylor said the article Peter Clark put in Falmouth enterprise on 10/15/21 and charter committee came up with good ideas for the Select Board to use time and agenda more effectively.

What to delegate and how to do it needs to be determined.

Special Events Committee was formed, the Select Board discussed if it would be appropriate for them to take full responsibility for scheduling. The Committee would probably have to have some mechanism to give the public notice and opportunity to weigh in. Currently, the Committee does the background work and then sends their recommendation to the Select Board. Can the Town Manager approve beach weddings? Or could the Special Events Committee do those as well?

The Select Board does not spend enough time on policy, planning, and forward thinking. Only way to do it would be to meet weekly, however that is a challenge for the staff to manage schedules for all the people on a weekly basis who are making applications. If the meetings remain biweekly, then things will need to be delegated out.

Taylor wants to spend more time talking about policies and priorities and not doing some of the administrative duties that could be pushed back to the Town Manager or have him delegate. She does not want the work of the Charter Commission to not be discussed. She does not want to let these ideas go, he has valid points, and the Select Board needs to listen and adjust.

Brown said the Select Board could consider Saturday morning once monthly to do just policy.

English Braga suggested getting Suso, Johnson-Staub, and Town Counsel on ways to streamline. Administrative Orders are nice for the public to hear, but not something they need to vote.

Event scheduling, if conflicts, there should be an appeal process that can go back to the Select Board.

Scott Price asked how to coordinate and follow policy and would like to know where they are and how they may be adjusted.

Suso said there are various policies, some bylaw form or adopted internally or by the Select Board. He will talk with the Personnel Director about assembling the policies.

6. Discussion on short-term rental tax receipts and allocation to affordable housing

Town Meeting discussion coming up re: increasing short term rental tax from 5 to 6%. Short term rental of houses in Town has a direct impact on affordable housing. All houses paying 5%, adding 3% surcharge for those who have more than one. Whatever money would be generated would be voted on by Town Meeting appropriation voted each year.

Suso stated that this has an impact on FD, PD, DPW. Free trash pickup for all these properties and that cost will increase in the next contract.

English Braga said that each year they look at projected revenues and then budget. Maybe some years that they can put more towards affordable housing, but other years when they need to build a fire station, storm that leads to damage, it would be less.

Patterson said they need to consider how to solve financial crisis and support affordable housing. Suso said they need help from the State.

Chair Brown wants to use all the Airbnb tax towards affordable housing.

English Braga said that part of the task of the Select Board is to make an argument and sell it to Town meeting. There has been some resistance from the public and Town Meeting.

Karen Bissonnette, Executive Director Falmouth Housing Trust, asked the Select Board to speak at Town Meeting about this and the definition of affordable housing. She gets concerned about the future, in 2018 the Select Board approved the housing plan, unfunded mandate at that time. She is concerned that in future years the allocation may not happen, but if they can put things in place that would be sustainable. The Housing Coordinator recommended \$1.3 million from the CPC.

Chair Brown said they could consider commitment a line item in operating budget for affordable housing.

Mark Finneran said a lot of affordable housing problem is the Town's fault because of our desire to buy up the open land that is cheap in the last 5-8 years. We should buy land for affordable housing. We are over 50% open space at this time.

Scott Price suggested looking into the land by Rte. 151 that the Town has first right of refusal.

Dan Shearer is for affordable housing, this board and Zoning Board have feeling we cannot use anything not near town can be used for affordable housing. We can have affordable housing and not worry about transportation; people have cars. We have to use the land we have and land we can get and let the people who want to live there solve those problems.

Scott Price said when at the housing fundraiser, one home discussed was a restored home, we do not talk about using the space we already have. Thinking outside the box would keep us from reinventing the wheel and using open space that we like.

Suso said in this market it is rare to take property for failure to pay tax, real estate is too valuable and usually relatives involved. We end up with marginal piece of land not large enough to develop on the tax delinquency issue.

Taylor said they should consider every idea they can come up with. Painting a picture of what affordable housing really looks like, getting Town Meeting to understand what it looks like is so important. People have a certain image in their heads.

English Braga said not every housing project will be the same, so we will develop different types of housing.

Maureen Harlow Hawkes, said that she believes the Route 151 property should be looked considered. Rte. 151 is a hub, that is one of the last large tracks.

Jordan Frye and Karen Bissonnette are working on a presentation for Town Meeting and Scott Price will work with them.

7. Discussion on West Falmouth station staffing
Chair Brown wanted to clarify position of the Select Board regarding staffing West Falmouth and policy would be regarding it. He wants to see it staffed until there is a plan to replace that station with something that serves the NW area.

Scott Price said the Select Board position was to continue to staff West Falmouth Fire Station. Their strategic plan language clarified staffing plan assigning 2 firefighters until new replacement fire station is constructed.

Suso said the Sandwich Road will not replace West Falmouth Station.

Select Board said intent to staff 2 firefighters start of shift at West Falmouth station.

Suso said the West Falmouth station is beyond it's useful life, so the Select Board has to do something.

English Braga said the Select Board has to be clear that they are making plans, not just the status quo of what we have right now. Clarification is good, points out that something needs to be done, have to let West Falmouth know it will be staffed and they will address the condition of the West Falmouth station.

Maureen Harlow Hawkes provided documents to the Select Board.

Taylor motion to adopt the clarification that the West Falmouth Fire Station will be staffed, and the Select Board will address the condition of the West Falmouth Fire Station. Second Patterson. Vote: Yes-5. No-0.

8. Approve 2022 Annual License Renewals

ALL ALCOHOL RESTAURANT

East End Tap, 734 Teaticket Highway
Falmouth Country Club, 630 Carriage Shop Road
Falmouth Jade, 143-145 E. Falmouth Highway
Flying Bridge, 220 Scranton Avenue
Josh's at Davisville, 133 E. Falmouth Highway
Moto Pizza, 500 Waquoit Highway
Paul Harney Golf, 74 Club Valley Drive
Paul's Pizza, 37 Elain Avenue

**English Braga motion approval. Second Patterson.
Vote: Yes-5. No-0.**

ALL ALCOHOL PACKAGE STORE

Falmouth Food Mart & Liquor, 414 E. Falmouth Highway
**English Braga motion approval. Second Patterson.
Vote: Yes-5. No-0.**

ALL ALCOHOL CLUB

Cape Cod Curling Club, Inc., 37 Highfield Avenue
**English Braga motion approval. Second Patterson.
Vote: Yes-5. No-0.**

WINE AND MALT RESTAURANT

Homeport Sushi, 316 Gifford Street
**English Braga motion approval. Second Patterson.
Vote: Yes-5. No-0.**

WINE AND MALT PACKAGE STORE

Intergas Service Center, Inc., 607 Main Street

WINE, MALT AND CORDIAL INNHOLDER

Palmer House Inn, 81 Palmer Avenue

**English Braga motion approval. Second Patterson.
Vote: Yes-5. No-0.**

COMMON VICTUALLER

East End Tap, 734 Teaticket Highway
Falmouth Country Club, 630 Carriage Shop Road
Falmouth Jade, 143-145 E. Falmouth Highway
Flying Bridge, 220 Scranton Avenue
Homeport Sushi, 316 Gifford Street
Josh's at Davisville, 133 E. Falmouth Highway
Lobos House of Pizza, 338 E. Falmouth Highway
Moto Pizza, 500 Waquoit Highway
Paul Harney Golf, 74 Club Valley Drive
Paul's Pizza, 37 Elain Avenue
Pie in the Sky, 10 Water Street

**English Braga motion approval. Second Patterson.
Vote: Yes-5. No-0.**

INNHOLDER

Palmer House Inn, 81 Palmer Avenue
**English Braga motion approval. Second Patterson.
Vote: Yes-5. No-0.**

ENTERTAINMENT

East End Tap, 734 Teaticket Highway
Flying Bridge, 220 Scranton Avenue
**English Braga motion approval. Second Patterson.
Vote: Yes-5. No-0.**

FORTUNE TELLER

The Holistic Swan, 628 West Falmouth Highway
**English Braga motion approval. Second Patterson.
Vote: Yes-5. No-0.**

9. Review and Vote to Approve Minutes of Meetings:

- Public Session -
August 9, 2021

Patterson motion approval and release for public access as edited. Second Scott Price. Vote: Yes-5. No-0.

October 4, 2021

Patterson motion approval and release for public access as edited. Second Scott Price. Vote: Yes-5. No-0.

10. Individual Select Board Members' Reports
None.

11. Town Manager's Report
The Select Board will meet on 11/15/21 at Lawrence School prior to Town Meeting.

The next regular meeting of the Select Board meeting will be 11/22/21.

11/11/21 the Veteran's Day Ceremony will be in person on the library lawn.

Scott Price motion to adjourn. Second English Braga. Vote: Yes-5. No-0.

Respectfully Submitted,
Jennifer Chaves
Recording Secretary

DRAFT

TOWN OF FALMOUTH
SELECT BOARD
Meeting Minutes
MONDAY, NOVEMBER 15, 2021 – 6:30 P.M.

LAWRENCE SCHOOL
113 LAKEVIEW AVENUE
FALMOUTH, MA 02540

ROOM 105

Present: Doug Brown, Chair; Nancy Taylor, Vice Chair; Megan English Braga; Onjalé Scott Price; Sam Patterson.

Staff Present: Julian Suso, Town Manager; Peter Johnson-Staub, Assistant Town Manager.

1. Chair Brown called to order at 6:30pm.
2. Discuss/Vote Motions and Reports to Town Meeting as Needed
 - a. Article 15 – Vote to Confirm Select Board Policy Assigning/Appropriating New 1% Revenue to the Falmouth Affordable Housing Fund

Chair Brown motion the Select Board adopt a policy that will recommend all funds received by the Town from the local short term room rental excise tax described in G.L.Ch.64G,s.3A be appropriated by the Town Meeting to the Falmouth Affordable Housing Fund. Second Patterson. Vote: Yes-5. No-0.

Chair Brown supports this noting the Air BNB rentals directly affected affordable housing. Scott Price noted this is appropriated every year. Brown asked if they could discuss using all air bnb income. Alternative motion.

The funds would need to be appropriated every year, at the end Town Meeting would need to vote it.

Scott Price noted they would need to have a policy that would say that.

Suso stated the policy would need to be forthcoming and noted the summer surge of people places additional costs on public services, including Police, Fire, and DPW; if all the funding is diverted to affordable housing, it would not be available for public safety and public works. The alternative motion in the packet appears to include short term and long term excise tax funds, which would take funds away that have been used in the past for basic Town services.

Chair Brown said it could be adjusted.

The Select Board would recommend, Town meeting would need to appropriate it yearly.

Johnson-Staub said the Town Manager proposes a budget to the Select Board each year, it then goes to the Finance Committee. It does not usually highlight room tax, so there will

be a paragraph that will address the set aside of these revenues for this purpose which will likely be an appropriation in November.

English Braga noted that they would aim for a certain amount, but it would be different each year. The Finance Director budgets with appropriation in mind for a particular item.

- b. Article 16 – Re-Vote Recommendation to Confirm Community Impact Fee of 3%
Patterson motion to approve the recommendation to confirm the Community Impact Fee of 3%. Second Scott Price. Vote: Yes-5. No-0.
- c. Article 16 – Vote to Confirm Select Board Policy Assigning/Appropriating Additional Revenue from 3% Community Impact Fee to the Falmouth Affordable Housing Fund.

Patterson motion the Select Board adopt a policy that will recommend the increase of funds received by the Town from the adoption of the local impact fee described in G.L.Ch.64G.s 3D be appropriated by Town Meeting to the Falmouth Affordable Housing Fund. Second Scott Price. Vote: Yes-5. No-0.

Johnson-Staub clarified at last Select Board meeting he was looking at figures in the packet and misquoted, the correct amount was \$3.4 million over a 2 year period. Rooms tax is about \$1.5 million a year, the portion grew dramatically over the last year and it remains to be seen whether the level will be sustained.

- 3. Discuss, Consider and Vote Date for April 2022 Town Meeting
Taylor motion to approve the Town Meeting date of April 4, 2022. Second Patterson. Vote: Yes-5. No-0.

Suso anticipates a debt exclusion for the Sandwich Road Fire Station, they will need a 30 day period between that date and when Town Meeting will convene, if Town Meeting approves that going forward, the Select Board has to take action before the ballot.

- 4. Other Business As Needed
Chair Brown Consideration of a project presented by Nell Fields requesting to use the Peg Noonan Park for a community gratitude project, put up a mural sized board for individuals to sign and say what they are thankful for on the board in a public setting. This will take place on 11/21/21 from 10-2pm.

Patterson motion approval. Second Taylor. Vote: Yes-5. No-0

English Braga will not be present for the Select Board's next regular business meeting on 11/22/21. Taylor will be participating remotely.

English Braga motion to adjourn at approximately 6:50 p.m. Second Scott Price. Vote: Yes-5. No-0.

Respectfully Submitted,

Jennifer Chaves
Recording Secretary

BUSINESS

7. Town Manager's Report

REPORT

TO: Falmouth Select Board

FROM: Julian M. Suso *JMSuso*

DATE: November 19, 2021

- The Board will convene in executive session at 6:30PM on Monday, November 22 to consider approval for two recently-completed collective bargaining agreements, with Police Patrol and Police Lieutenants.
- You will be holding your Annual Fee Hearing to discuss and consider proposed fee increases for various Town services for calendar year 2022.
- Based upon an inquiry received from multiple sources regarding vehicle speeds on Wild Harbor Road in North Falmouth, the Board will be conducting a required public hearing to consider reducing the existing vehicle speed from 35 mph to 30 mph.
- You will recall that earlier this year Town Meeting approved a petition article which allows consideration for the adoption of a limited, Designated Safety Zone for appropriate sections of roadway. Such a request was received for the Quissett Harbor Road segment, to have the Board consider so establishing and setting the speed limit for that Safety Zone of 20 mph.
- With the assistance of Finance Director Jennifer Mullen and once again joined by outside counsel Christopher Morog, we will present to the Board a more comprehensive status update on the disposition process for the Town's two wind turbines. You will recall that I presented an interim written update to the Board several weeks ago.
- The Board's annual license renewals are also forthcoming on Monday evening. My thanks to Diane Davidson and Phyllis Downey for their continued, diligent work in moving this important process forward timely.
- We continue to make steady progress in the implementation work on the planned PermitEyes online permitting system – now under critical internal transition testing in the Building Department. As you will recall, this ultimately involves all Town permitting departments when completed.
- Our internal work on the proposed FY23 operating budget continues.
- As a reminder, Town Hall and Town administrative offices will be closed on Thursday, November 25 and Friday, November 26 for the Thanksgiving Holiday period.
- The Board's next regular business meeting is scheduled for Monday, December 6. This is anticipated to include a planned review/discussion of the Town's right of first refusal on the 30-acre property off Rt. 151.