

## **BUSINESS**

6. Interview, vote and appoint committee members – Beach Committee (15 minutes)
  - a. Nancy Quigg
  - b. Edward Schmitt
  - c. Derek Pratt

Beach Committee (7-member committee)

Three positions

1. 3 open positions with terms until 6/30/2024

Three applicants

1. Nancy Quigg
2. Edward Schmitt
3. Derek Pratt

**Town of Falmouth  
Town Committee Vacancies**

The Falmouth Select Board has announced the following vacancies on a town committee:

<b>Committee</b>	<b>Term Until</b>
Beach Committee (2 positions)	6/30/24

Applications are available on the Town web site <https://www.falmouthma.gov/647/Town-Committees>,  
The deadline for applications is Monday, November 29, 2021. Please submit applications to the Office of  
the Town Manager/Select Board, or email to [townmanager@falmouthma.gov](mailto:townmanager@falmouthma.gov).

*Publication date: Friday, November 12, 2021; Falmouth Enterprise.*

### Town Committee Vacancies

The Falmouth Select Board announces the following vacancies on Town committees:

Committee	Term Until
Agricultural Commission (1 position)	6/30/22
Beach Committee (1 position)	6/30/24
Board of Survey (2 positions)	6/30/24
Building Code Board of Appeals (1 position)	6/30/25
Cable Advisory Committee (3 positions)	6/30/23, 6/30/24
Cape Cod Commission (1 position)	4/24/24
Commission on Disabilities (4 positions)	6/30/22, 6/30/23, 6/30/24
Conservation Commission (2 alternate positions)	6/30/22, 6/30/23
Constable (1 position)	6/30/24
Council on Aging (1 position)	6/30/24
Cultural Council (3 positions)	6/30/22, 6/30/24
EDIC (2 positions) (1 industrial development experience and 1 affordable housing experience)	6/30/22, 6/30/24
Edward Marks Building Advisory Committee (1 position)	12/31/21
Energy Committee (2 positions)	6/30/23, 6/30/24
Historical Commission (1 position)	6/30/22
Human Services Committee (2 positions)	6/30/24
Transportation Committee (1 position)	6/30/24
Veterans Council Committee (1 at-large position)	6/30/22

Applications are available on the Town website <https://ma-falmouth.civicplus.com/647/Town-Committees>.  
 Deadline for applications is Monday, November 15, 2021. Please submit applications to the Office of the Town Manager and Select Board, or email to [townmanager@falmouthma.gov](mailto:townmanager@falmouthma.gov).

*Publication date: Friday, October 29, 2021; Falmouth Enterprise.*



TOWN OF FALMOUTH

BOARD, COMMITTEE OR COMMISSION  
APPLICATION FORM

If you are interested in serving the Town of Falmouth in any capacity, please fill out this form and mail it to the Select Board, Falmouth Town Hall, 59 Town Hall Square, Falmouth, MA 02540. Information received will be available to all Town Boards and Officials, although the filling out of this form does not assure appointment. If selected for an interview, you may wish to submit a resume or additional information. This form and a listing of all boards and committees can be found on the Falmouth website: [www.falmouthma.gov](http://www.falmouthma.gov).

Name: Nancy Quigg  
Address: 5 Burke Ln Village: Nfal ZIP: 02552

Mailing Address: same Village: \_\_\_\_\_ ZIP: \_\_\_\_\_

Telephone: [REDACTED] Email: [REDACTED]

How long have you been a Resident 2001 (date: 01/01) Taxpayer 2001 (date: \_\_\_\_\_)

Amount of time you are available to give: as much as necessary

Town Committee, Board or Commission you are interested in serving on:

- 1. Beach Committee
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

Seeking: Permanent Position  Alternate Position

Have you attended any meetings of the committee for which you are applying? yes - currently an alternate

Relevant affiliation and work and personal experiences  
Served on Falmouth Substance Abuse Committee for 9 years  
former Operations Manager @ FedEx

Town offices held in Falmouth or elsewhere and dates of years served:  
9 years Substance Abuse Commission  
volunteer in public schools 2004-2020  
volunteer - celebrations - 5 years

Briefly describe the particular skills you feel you will add to the committee or board: \_\_\_\_\_

I currently serve as an alternate and have enjoyed working on the committee for the last 6 months. I feel the committee members see that I am a team player and work on matters that need our attention. I've grasped the moving parts and responsibility of the employees having been involved in a full summer season.

You may attach a resume to this application.

List three (3) references:

	<u>Name</u>	<u>Title</u>	<u>Phone</u>
1.	Susie Hauptmann	Director - Falmouth Human Services	
2.	Maggie Clayton	Acting Beach Superintendent	
3.	Sally Cuncy	Recreation Dept	

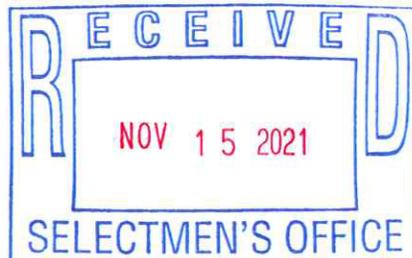
I hereby certify that I have been provided a summary of Massachusetts General Law 268A, the Conflict of Interest of Law, I have read the material provided, and to the best of my understanding have no potential or actual conflict of interest.

I have received a copy of the Select Board's Appointment Policy and read the material provided.

10-28-2021  
DATE

Nancy Trigg  
APPLICANT'S SIGNATURE

In the event the applicant cannot sign this statement, you should provide an explanation of the reason (s) why if you still wish consideration for appointment.



TOWN OF FALMOUTH

BOARD, COMMITTEE OR COMMISSION  
APPLICATION FORM

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Name: Edward Schmitt

Address: 375 Falmouth Woods Road Village: E. Falmouth ZIP: 02536

Mailing Address: Same Village: \_\_\_\_\_ ZIP: \_\_\_\_\_

Telephone: [REDACTED] Email: [REDACTED]

How long have you been a Resident 19yr (date: 2003) / Taxpayer 24yr (date: 1998)

Amount of time you are available to give: Variable / As Needed

Town Committee, Board or Commission you are interested in serving on:

1. Beach Committee
2. \_\_\_\_\_
3. \_\_\_\_\_

Seeking: Permanent Position  Alternate Position

Have you attended any meetings of the committee for which you are applying? Yes / 11/17

Relevant affiliation and work and personal experiences: \_\_\_\_\_

Member: ConCom 2004-2014; CRAC 2018-2021

Town offices held in Falmouth or elsewhere and dates of years served: \_\_\_\_\_

Briefly describe the particular skills you feel you will add to the committee or board: \_\_\_\_\_

Knowledge of State/Local Wetlands Regulations  
including dredging and beach replenishment.

Experience developing 10 yr Beach Management

Plan expiring this month. Familiarity with all Town

beaches from 10 years on Conservation Commission.

Strong interest in actions to preserve beaches

from threats posed by climate change.

You may attach a resume to this application.

List three (3) references:

	<u>Name</u>	<u>Title</u>	<u>Phone</u>
1.	<u>Barbara Schneider</u>	<u>Beach Com</u>	<u>██████████</u>
2.	<u>Jeff Williams</u>	<u>USGS rtd</u>	<u>██████████</u>
3.	<u>Peter Clark</u>	<u>CPC Chair</u>	<u>██████████</u>

I hereby certify that I have been provided a summary of Massachusetts General Law 268A, the Conflict of Interest of Law, I have read the material provided, and to the best of my understanding have no potential or actual conflict of interest.

I have received a copy of the Select Board's Appointment Policy and read the material provided.

11/15/2021  
DATE

  
APPLICANT'S SIGNATURE

In the event the applicant cannot sign this statement, you should provide an explanation of the reason (s) why if you still wish consideration for appointment.



**TOWN OF FALMOUTH**

**BOARD, COMMITTEE OR COMMISSION  
APPLICATION FORM**

If you are interested in serving the Town of Falmouth in any capacity, please fill out this form and mail it to the Select Board, Falmouth Town Hall, 59 Town Hall Square, Falmouth, MA 02540. Information received will be available to all Town Boards and Officials, although the filling out of this form does not assure appointment. If selected for an interview, you may wish to submit a resume or additional information. This form and a listing of all boards and committees can be found on the Falmouth website: [www.falmouthma.gov](http://www.falmouthma.gov).

Name: Derek Pratt

Address: 126 SANDCASTLE DRIVE Village: E. Fal ZIP: 02536

Mailing Address: SAME Village: \_\_\_\_\_ ZIP: \_\_\_\_\_

Telephone: [REDACTED] Email: [REDACTED]

How long have you been a Resident  (date: 1997) / Taxpayer  (date: 1997)

Amount of time you are available to give: REQUIRED TIME TO FULL COMMITMENT

Town Committee, Board or Commission you are interested in serving on:

1. Beach Committee
2. \_\_\_\_\_
3. \_\_\_\_\_

Seeking: Permanent Position  Alternate Position

Have you attended any meetings of the committee for which you are applying? WILL ATTEND NOW MEETINGS

Relevant affiliation and work and personal experiences: I AM A LONG TIME FALMOUTH

RESIDENT AND AVID USER OF OUR PUBLIC BEACHES AND WOULD LIKE TO CONTRIBUTE TO THE SUCCESS OF OUR VALUABLE BEACH RESOURCES. SEE RESUME FOR PERSONAL EXPERIENCES.

Town offices held in Falmouth or elsewhere and dates of years served: N/A

Briefly describe the particular skills you feel you will add to the committee or board: The  
Experiences I will bring to the Committee are well developed  
skills in Finance, Relationship Management and Project  
Management. In addition, I am familiar with sitting on  
Boards and Committees and share the passion of working  
as a Team to enhance knowledge and create  
positive changes.  
See Resume for Direct Skill Set

You may attach a resume to this application.

List three (3) references:

	<u>Name</u>	<u>Title</u>	<u>Phone</u>
1.	<u>Scott Thrasher</u>	<u>Dep chief Fire-Falmouth</u>	<u>[REDACTED]</u>
2.	<u>Paul Schneider</u>	<u>Committee Member</u>	<u>[REDACTED]</u>
3.	<u>Russ Terry</u>	<u>Friend/Neighbor</u>	<u>[REDACTED]</u>

I hereby certify that I have been provided a summary of Massachusetts General Law 268A, the Conflict of Interest of Law, I have read the material provided, and to the best of my understanding have no potential or actual conflict of interest.

I have received a copy of the Select Board's Appointment Policy and read the material provided.

11/12/21  
 DATE

[Signature]  
 APPLICANT'S SIGNATURE

In the event the applicant cannot sign this statement, you should provide an explanation of the reason (s) why if you still wish consideration for appointment.

# DEREK E. PRATT

EAST FALMOUTH, MA 02536

## QUALIFICATIONS / SKILLS

Over 30 years of power boating experience with deep knowledge in purchasing, marketing/selling, and operating several types of watercraft.

- Owned and operated several types of powerboats and personal watercraft (PWC) throughout the Cape and Islands.
- Knowledge of boat construction techniques and related understanding of marine build materials.
- Knowledge of boat design features and functionality as related to the end-user experience.
- Demonstrated knowledge of navigation skills and electronic navigation technologies.
- Sound understanding of engine operations and maintenance procedures.
- Solid understanding of onboard ancillary mechanical systems and maintenance procedures.
- Experienced with trailering, launch, and hauling operations.
- Fisherman with knowledge of fishing strategies and related tackle/equipment.

## PROFESSIONAL TRANSFERABLE SALES AND CLIENT SERVICE EXPERIENCE

- Results-driven sales. Consistently exceeded sales goals with 185% revenue gains over last two-year period. Exceeded 2019 budget by \$22mm.
- Originated and developed several \$10–20b relationships through high level communication, organization and providing client solutions.
- Experienced in contract and sales negotiations that lead to successful client relationships.
- Experienced in financing and insurance strategies.
- Highly developed communication, negotiation, project management, and organizational skills.

## PROFESSIONAL EXPERIENCE

STATE STREET CORPORATION, Boston, MA

1988 – May 2020

**Vice President, Sales and Relationship Management, Global Markets (2017 – May 2020)**

- Produced sales gains of 185% from 2017 – 2019 and exceeded 2019 budget by \$22mm.
- Originated and developed several \$10–20b relationships through persistent communication, organization, and high level of initiative to provide client solutions.
- Skilled at the development of enduring professional relationships, both externally and internally, that have built trust, mutual respect, and more efficient channels of communication.
- Negotiated effective pricing strategies with clients and internal management teams that resulted in increased revenue streams and client retention.
- Planned and managed large-scale projects to streamline internal processes, institute cutting-edge technologies, and increase operational efficiencies.
- Collaborated with Legal, Credit, and Onboarding departments to effectively and expeditiously initiate new contracts and accounts while maintaining strong risk management and compliance standards.
- Conducted weekly meetings to review sales pipelines, financial targets, and market opportunities to maximize team performance.
- Attended several annual conferences to maintain a comprehensive knowledge of the industry, understand competition and business trends, and to anticipate, identify, and capitalize on market opportunities.

**Vice President, Trading and Sales Liability Management, Global Treasury (1999 – 2017)**

- Managed the sales and remarketing of multiple trading books including the following: \$40b Repo book, \$18b CD book, \$3b Commercial Paper program, and \$3b Muni program.
- Effectively developed and leveraged positive working relationships with various internal business units resulting in additional cross-selling product offering opportunities and enhanced corporate revenue.
- Directed and oversaw all client communication across the vertical hierarchy.
- Negotiated pricing with clients to maximize profitability while maintaining open and positive relationships.
- Demonstrated high level of expertise by maintaining an awareness of economic trends and developing the technical competence and product knowledge necessary to effectively understand client needs.

**Various Positions, Global Services (1988 – 1999)**

- Fund Accountant, Account Manager, Trading Relationship Manager

**EDUCATION**

**Bachelor of Arts, Business Management, EASTERN NAZARENE COLLEGE, Quincy, MA (1987)**

**NASD Series 7, 63 (Current)**

**Various Trainings, Sales, Management/Leadership, Communication and Presentation, STATE STREET**

**SKILLS**

- Proficient with Bloomberg, MS Office (Excel, Word, PowerPoint), Salesforce
- Information Classification: General

## **BUSINESS**

7. Discussion on Right of First Refusal on 31.7-acre property on Route 151 (15 minutes)

## **31-Acre Right of First Refusal**

To Select Board for Discussion 12-6-2021

### Documents:

- Redacted Purchase and Sales Agreement
- Proposed (Alternative) Project Description for Development Approach from Potential Purchaser Michael Galasso
- Appraisal of 31-acre property by Clancy Appraisal Company
- Staff Analysis of Property

## Julian Suso

---

**From:** Laura Moynihan <laura@lmoynihanlaw.com>  
**Sent:** Tuesday, November 16, 2021 9:48 AM  
**To:** Frank Duffy  
**Cc:** Julian Suso  
**Subject:** CLSV Notice of Right of First Refusal  
**Attachments:** P&S 31 Acres Redacted Version.pdf; 31 Acres Development Approach 11.15.21.docx.pdf

Dear Frank,  
Attached is a copy of the [redacted purchase and sales agreement] as requested.

The buyer has requested that I provide for the consideration of the Select Board a proposed [project description with the development approach outlined] for the intended development of the land, which is attached as well. The buyer has also requested that I reiterate my request to have this discussed in Executive Session by the Select Board.

Lastly, I would like to add as a reminder that if the Select Board votes to grant the waiver of the right of first refusal that we have requested a vote that includes provision for it to be effective to the potential closing date of November 9, 2024.

Thank you,  
Laura

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**Laura M. Moynihan, Esq.**  
Law Office of Laura M. Moynihan  
17 Academy Lane, Suite 1  
Falmouth, MA 02540  
Tel: 508-548-5558  
Fax: 508-548-5553

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---

**From:** Frank Duffy [mailto:frank.duffy@falmouthma.gov]  
**Sent:** Wednesday, November 10, 2021 10:56 AM  
**To:** 'Laura Moynihan' <laura@lmoynihanlaw.com>  
**Cc:** Julian Suso <julian.suso@falmouthma.gov>; Jennifer Mullen <jennifer.mullen@falmouthma.gov>; Thomas Bott

<thomas.bott@falmouthma.gov>

**Subject:** RE: CLSV Notice of Right of First Refusal

Laura: The Select Board has scheduled this as an agenda item for its Nov. 22 meeting. I request copies of the requested documents as soon as possible. Thank you.

---

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.

---

**From:** Laura Moynihan <[laura@lmoynihanlaw.com](mailto:laura@lmoynihanlaw.com)>  
**Sent:** Friday, October 29, 2021 2:01 PM  
**To:** Frank Duffy <[frank.duffy@falmouthma.gov](mailto:frank.duffy@falmouthma.gov)>  
**Subject:** RE: CLSV Notice of Right of First Refusal

Thank you.

---

**Laura M. Moynihan, Esq.**  
Law Office of Laura M. Moynihan  
17 Academy Lane, Suite 1  
Falmouth, MA 02540  
Tel: 508-548-5558  
Fax: 508-548-5553

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---

**From:** Frank Duffy [<mailto:frank.duffy@falmouthma.gov>]  
**Sent:** Friday, October 29, 2021 10:32 AM

To: 'Laura Moynihan' <[laura@lmoynihanlaw.com](mailto:laura@lmoynihanlaw.com)>  
Subject: Re: CLSV Notice of Right of First Refusal

Laura: the redacted P&S please.

---

From: 'Laura Moynihan' <[laura@lmoynihanlaw.com](mailto:laura@lmoynihanlaw.com)>  
Sent: Wednesday, October 27, 2021 8:06 AM  
To: Frank Duffy <[frank.duffy@falmouthma.gov](mailto:frank.duffy@falmouthma.gov)>  
Subject: CLSV Notice of Right of First Refusal

Thank you, Frank. Are you asking for the buyer name via a letter from me (which I had indicated we could provide) or a copy of the redacted p&s, or both? I thought when we last spoke you were going to consider what you would want to satisfy this issue.

Laura

On October 26, 2021 2:59 PM Frank Duffy <[frank.duffy@falmouthma.gov](mailto:frank.duffy@falmouthma.gov)> wrote:

Laura: We do not have this information. I realize the parties want privacy, but the right of first refusal is a matter of public record so this is an unreasonable expectation. The town is entitled to assurance the proposed transaction is a binding transaction between unrelated parties. Thank you.

---

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

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From: Frank Duffy  
Sent: Friday, September 24, 2021 10:23 AM  
To: 'Laura Moynihan' <[laura@lmoynihanlaw.com](mailto:laura@lmoynihanlaw.com)>  
Cc: Julian Suso <[julian.suso@falmouthma.gov](mailto:julian.suso@falmouthma.gov)>; Peter Johnson-Staub <[peter.johnson-staub@falmouthma.gov](mailto:peter.johnson-staub@falmouthma.gov)>; Jennifer Mullen <[jennifer.mullen@falmouthma.gov](mailto:jennifer.mullen@falmouthma.gov)>  
Subject: CLSV Notice of Right of First Refusal

Attorney Moynihan: This follows the recent correspondence dated September 13, 2021 notifying the Town of Falmouth of a pending sale of the land at the intersection of Rt. 28 and Rt. 151 in North Falmouth which is the subject of the Right of First Refusal recorded in the Registry of Deeds in Book 16253, Page 136. On behalf of the Town of Falmouth I make request for a copy

of the Purchase and Sale Agreement referenced in the correspondence. The purchase and sale agreement is necessary to verify the information in the correspondence. The Right of First Refusal requires revelation to the town of "all material terms of the offer."

The purchase and sale agreement will verify that there is a binding transaction and not merely an intention to sell which may or may not be a binding agreement. In addition the purchase and sale agreement will reveal the identity of the buyer. The Right of First Refusal provides that it does not apply to conveyances to a number of identified entities that are related to or associated with the same people who are principals of CLSV. If the property is conveyed to one of these related entities, the Right of First Refusal survives the transfer.

Similar correspondence was sent to the Town of Falmouth in September, 2007 relative to a proposed sale to another party. At that time the town requested a copy of the Purchase and Sale Agreement and it was provided by CLSV.

---

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

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**Laura M. Moynihan, Esq.**

**17 Academy Lane, Suite 1**

Falmouth, MA 02540

Tel: 508-548-5558

Fax: 508-548-5553

[www.lmoynihanlaw.com](http://www.lmoynihanlaw.com)

- REDACTED  
VERSION -

Laura M. Moynihan, Esq.  
17 Academy Lane, Suite 1  
Falmouth, MA 02540  
Telephone: (508) 548-5558  
Facsimile: (508) 548-5553  
Email: Laura@lmoynihanlaw.com

## PURCHASE AND SALE AGREEMENT

1. Parties: This 10<sup>th</sup> day of September, 2021, CLSV Associates Limited Partnership, c/o Ballymeade Development Corp., General Partner, with a mailing address of P.O. Box 1683, North Falmouth, MA 02556, (hereinafter called the SELLER) agrees to sell, and 31 Acres, LLC, with a mailing address of 107 Lakeview Avenue, Falmouth, MA 02540, (hereinafter called the BUYER or PURCHASER), agrees to buy, upon the terms hereinafter set forth the following described premises:
2. **Description:** The land together with the buildings and improvements thereon situated at **31 Acre property located along Nathan Ellis Highway, East Falmouth, Barnstable County, Massachusetts**, shown as Parcel A, Parcel B, Parcel C and Lot 15 on a plan recorded in the Barnstable County Registry of Deeds in Plan Book 495 Page 50, a copy of which is attached hereto (hereinafter collectively called the "Premises"). For SELLER's title see Deed registered in Barnstable County Registry of Deeds, Book 17120 Page 137.
3. **Buildings, Structures, Improvements, Fixtures:** N/A vacant land
4. **Title Deed:** Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER or to the nominee designated by the BUYER by written notice to the SELLER at least seven days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto free from encumbrances except:
  - (a) Provisions of existing building and zoning laws;
  - (b) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
  - (c) Any liens for municipal betterments assessed after the date of this agreement;
  - (d) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the intended use of said premises for residential use.

Buyer agrees that Buyer shall notify Seller at or by the Due Diligence Expiration Date (as defined below) of any matters as to title or survey with respect to the Premises that are not in compliance with this paragraph or otherwise with this Agreement. If Buyer fails to so notify Seller at or by the Due Diligence Expiration Date of any such matter or matters, Buyer shall be deemed to have accepted the title and survey condition of the Premises as

good, clear and marketable in compliance with the provisions of this paragraph and this Agreement as of the Due Diligence Expiration Date.

5. **Registered Title:** If the title to the premises is registered, then said deed shall be in a form sufficient to entitle the BUYER to a Certificate of Title of said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.
6. **Purchase Price.** The agreed purchase price for said premises is Two Million Nine Hundred Ninety-Five Thousand Dollars and 00/100 (\$2,995,000.00) DOLLARS, of which:

\$ 25,000.00	has been paid as a deposit this day ("Initial Deposit");
\$ 75,000.00	to be paid in accordance with Paragraph 30 below ("Second Deposit");
\$2,895,000.00	are to be paid at the time of delivery of the deed by Attorney's IOLTA check drawn on a Massachusetts bank.
<b>\$2,995,000.00</b>	<b>Total Purchase Price</b>
7. **Time for Performance; Delivery of Deed:** Such deed is to be delivered at the office of Seller's counsel at 17 Academy Lane, Suite 1, Falmouth, Massachusetts, unless otherwise agreed upon in writing, on the "Closing Date" as set forth in Paragraph 35 below. It is agreed that time is of the essence of this agreement.
8. **Possession and Conditions of Premises:** Full possession of said premises, free of all tenants and occupants is to be delivered at the time of the delivery of the deed, said premises to be then in the same condition as they now are, reasonable use and wear thereof excepted, and in compliance with the provisions of any instrument hereinbefore referred to. The BUYER shall be entitled to personally inspect said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this paragraph.
9. **Extension to Perfect Title or Make Premises Conform:** If the SELLER shall be unable to give title, or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, in which event the time for performance hereunder shall be automatically extended for a period of thirty (30) calendar days. "Reasonable efforts" shall not require Seller expense of more than \$5,000.00 exclusive of discharge of monetary liens, if any.
10. **Failure to Perfect Title or Make Premises Conform:** If, at the expiration of the extended time, the SELLER shall have failed to so remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, then any payments made under this agreement shall be forthwith refunded and all other obligations of the

parties hereto shall cease and this agreement shall be void and without recourse to the parties hereto.

11. **BUYER's Election to Accept Title:** The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to said premises in their then condition, and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title.
12. **Acceptance of Deed:** The acceptance and recording of a deed by the BUYER or his nominee, as the case may be, shall be deemed to be full performance and discharge of every agreement and obligation herein contained or expressed, except such as are by the terms hereof to be performed after the delivery of said deed.
13. **Use of Money to Clear Title:** To enable the SELLER to make conveyance as herein provided, the SELLER may at the time of delivery of the deed use the purchase money, or any portion thereof, to clear the title of any or all encumbrances or interest, provided that all instruments so procured are recorded simultaneously with the delivery of said deed or within reasonable time thereafter in accordance with customary practices in the case of discharges of institutional mortgages only.
14. **Insurance.** N/A Intentionally omitted.
15. **Adjustments:** Taxes for the then current fiscal year shall be apportioned as of the day of performance of this agreement, and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of the delivery of the deed.
16. **Adjustment of Unassessed and Abated Taxes:** If the amount of said taxes is not known at the time of delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, or the reapportionment as soon as the new tax rate and valuation can be ascertained; and if the taxes which are to be apportioned shall be thereafter reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.
17. Intentionally omitted.
18. **Deposits:** Subject to the provisions of Paragraph 34 of this Agreement, all deposits made hereunder shall be held by Laura M. Moynihan, Esq., as Escrow Agent, in escrow subject to the terms of this agreement and shall be duly accounted for at the time for performance for this agreement. In the event of disagreement between the parties as to the deposit, the Escrow Agent shall retain the deposits made under this Agreement pending instructions mutually given by the Seller and the Buyer or a Court of competent jurisdiction.

19. **BUYER's Default:** If the BUYER shall fail to fulfill the BUYER's agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages as the SELLER's sole remedy at law and in equity.
20. **Liability of Trustee, Shareholder or Beneficiary:** If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied hereunder.
21. **Warranties & Representations:**
- A. The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing.
- B. By execution of this Agreement, Buyer acknowledges that Buyer has been provided or will be provided ample opportunity to conduct any and all investigations, tests and inspections of the premises (either independently or through agents of the Buyer's choice), including all improvements thereon, if any, and any and all component thereof, desired by Buyer (and that the Seller has no responsibility for any failure by the Buyer to fully exercise such rights), including, without limitation, perc tests, surveys and investigations of dimensions and area of the premises, investigations as to eligibility for building permits, other permit and/or construction approvals and flood hazard zones. Any statements which may have previously been made by the Seller, including, without limitation, in any realtor's / broker's questionnaire or so-called "Seller's Disclosure Statement" or property listing information, if any, are specifically hereby voided and are superseded by this Agreement. Without intending to limit the generality of the foregoing, Seller does not warrant or represent that the premises comply with current municipal, county, state or federal codes, ordinances, statutes, laws, regulations or the like, relating to zoning, building, environmental, health or any involving the maintenance, operation or condition of the premises. The Buyer acknowledges that the Buyer is and will be purchasing the premises to be conveyed pursuant to this Agreement in its "as is" condition, except as may be expressly provided herein. The provisions of this paragraph shall survive the Closing and delivery of the Deed hereunder.
- C. Seller shall not be liable or bound in any way for any verbal or written statements, representations, or information pertaining to the premises furnished by any real estate broker or agent or any agent or employee of Seller, or any other person. It is understood and agreed that all prior and contemporaneous representations, statements, understandings and agreements, oral or written, between the parties are merged in this Agreement, which alone fully and completely expresses their agreement, and that the same is entered into after full investigation, neither party relying on any statement or representation not embodied in this Agreement made by the other.

22. **Notices:** All notices required or permitted to be given hereunder shall be in writing and deemed duly given when (a) mailed by registered or certified, first-class mail, return receipt requested, postage prepaid, (b) hand-delivered, (c) sent by facsimile, or (d) sent by overnight delivery service, addressed:

If to BUYER:

**Johnna F. Tierney, Esq.**  
**Halloran, Lukoff, Smith & Tierney, P.C.**  
432 County Street  
New Bedford, MA 02740  
Facsimile: (508) 990-7235  
[Jftierney@hlspl.com](mailto:Jftierney@hlspl.com)

If to SELLER:

Laura M. Moynihan, Esq.  
17 Academy Lane, Suite 1  
Falmouth, MA 02540  
Facsimile: (508) 548-5553  
[laura@lmoynihanlaw.com](mailto:laura@lmoynihanlaw.com)

23. **Errors and Omissions:** If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the parties (or would have been included if not for any such error or omission) and notice hereof is given within two months of the date of delivery of the deed to the party to be charged, then such party agrees to make a payment to correct the error or omission.
24. **Massachusetts Contract:** This instrument, executed in triplicate, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors, and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and BUYER. If two or more persons are named herein as BUYER, their obligations hereunder shall be joint and several. Scanned or electronic signatures on this Agreement shall be treated as originals for all purposes.
25. **Extension:** The extension provided for in Paragraph 9 of this Agreement may be for a shorter period of time if such nonconformity can be cured within a shorter period of time, with such shorter extension date being agreed to by the Buyer and the Seller.
26. **Limited Power of Attorney:** BUYER and SELLER hereby authorize their respective attorneys (as the case may be) to execute on their behalf any extensions to the time for performance under this Agreement and any change of location and/or time for delivery of the deed. The BUYER and SELLER shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge before the execution or other

consent to such extensions, that either party has disclaimed the authority granted herein to bind them: For purposes of this Agreement, facsimile signatures shall be construed as original.

- 27. **Entry Upon Premises:** From and after the date of this Agreement, SELLER agrees to permit BUYER and BUYER's agents or designees to enter the premises, at reasonable times, after reasonable prior notice to SELLER or SELLER's agent, in the presence of SELLER or SELLER's agent, for the purpose of making measurements, survey, or otherwise to conduct Buyer's Due Diligence as defined in this Agreement. All such entry and access shall be at the sole risk of Buyer or Buyer's agents or designees. No alterations to the Premises shall be permitted as a result of such entry or access without the express consent of the Seller. Buyer agrees to indemnify and hold Seller harmless for any loss, damage, cost or expense to Seller caused by Buyer or Buyer's agents or designees from or in connection with such access.
- 28. **Title and Practice Standards:** In matters respecting title to the premises, standards of the Massachusetts Real Estate Bar Association shall be determinative.
- 29. **IRC Section 1445(b)(2):** SELLER hereby warrants and represents that (i) SELLER is not a "foreign person" as defined by the Internal Revenue Code ("IRC"), Section 1445, and (ii) SELLER shall execute and deliver to BUYER at closing an affidavit or certificate in compliance with IRC Section 1445(b)(2) and the applicable regulations thereunder.

30. **Right of First Refusal Contingency – Town of Falmouth** [REDACTED]

[REDACTED]

31. [REDACTED]

32. [REDACTED]

[REDACTED]

33.

[REDACTED]

34. **Deposits.** The Initial Deposit and the Second Deposit are collectively referred to in this Agreement as the "Deposits"). Notwithstanding any other provision of this Agreement, Buyer and Seller agree that:

[REDACTED]

reports, studies or investigations along with written evidence of payment for same having been made.

35. **Closing Date.** The time for performance and delivery of the deed to the Premises (the "Closing Date") shall be the day that is 90 calendar days after the [REDACTED] Permit Expiration Date (as defined above), or the next business day if such day falls on a holiday or Saturday or Sunday, time being of the essence. The Buyer may, at the Buyer's option, extend the Closing Date for up to 365 additional calendar days from the Closing Date upon written notice to Seller prior to the Closing Date and with payment made at such time to the Seller by certified check or bank check [REDACTED] (the "Extension Deposit"). Such notice shall include the Extension Deposit in order to be effective to extend the Closing Date as herein provided, and in the absence of such payment at such time no extension of the Closing Date shall be effective pursuant to this paragraph. The Extension Deposit shall be paid and released to Seller at such time of Seller's receipt of such notice of extension of the Closing Date and not held in escrow pursuant to this Agreement and shall be non-refundable to Buyer, but shall be credited to the purchase price at the Closing Date. The Extension Deposit shall not be pro-rated or otherwise reduced if Buyer does not utilize the entire 365 calendar day extension period. Upon Seller's receipt of the Buyer's notice of extension of the Closing Date pursuant to this paragraph and the Extension Deposit, the Closing Date shall be extended for 365 calendar days from the Closing Date (or the next business day if such day falls on a holiday or Saturday or Sunday) unless the Buyer and Seller expressly agree to the Closing Date being earlier than such date.

36. **Hazardous Materials.** Seller represents to Buyer to the best of Seller's knowledge, without having made independent investigation, that:

- (1) Seller has no knowledge of any toxic or hazardous materials as said terms are defined pursuant to Massachusetts law that have been used, discharged or stored on, at or below the Premises in violation of any state, federal or local law or regulation;
- (2) Seller has no knowledge of any petroleum oil storage tanks located on or beneath the surface of the Premises.

Buyer and Seller agree that if any such hazardous materials are discovered at the Premises as a result of Buyer's Due Diligence with respect to the Premises that the Buyer and Seller shall make efforts to negotiate in good faith (without incurring any obligation hereby) as to the cost of any required environmental "clean up" of the Premises.

37. **Opportunity for Counsel.** Both BUYER and SELLER hereby acknowledge that they have been offered the opportunity to seek and confer with qualified legal counsel of their choice prior to signing this Agreement.

38. **Assignment and/or Recording.** This Agreement may not be assigned by Buyer without the express written consent of Seller, which consent shall not be unreasonably withheld. Any assignment of this Agreement by the Buyer to an assignee with similar affordable housing development experience and financial resources as the Buyer as determined by the Seller shall not be denied by the Seller. This Agreement shall not be recorded at the Barnstable County Registry of Deeds. Any assignment of this Agreement (excepted as allowed by the express written consent of the Seller) or recording of this Agreement at the Barnstable County Registry of Deeds shall entitle Seller, at Seller's option, to terminate this Agreement upon notice to Seller.

**NOTICE: This is a legal document that created binding obligations.  
If not understood, consult an attorney.**

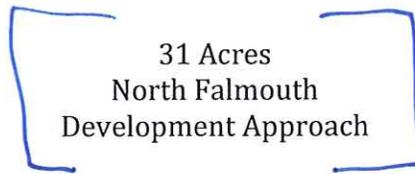
**SELLER:**  
CLSV ASSOCIATES LIMITED PARTNERSHIP  
C/O BALLYMRADE DEVELOPMENT CORP., GENERAL PARTNER

*John Callahan*  
By: john callahan (Sep 10, 2021 13:53 EDT)  
John T. Callahan, President

**BUYER:**

31 Acres, LLC  
By:   
Michael Galasso, Manager

9-9-21



31 Acres  
North Falmouth  
Development Approach

Recently the town of Falmouth completed and Town Meeting adopted its Housing Production Plan which called for the development of 74 new affordable / workforce housing units a year over the next ten years.

With a limited amount of land properly zoned for residential use in Falmouth and with land that is zoned for residential use constantly being taken out of product for open space and other alternative uses, the possibility of the town reaching its annual goal is very difficult.

There is also a lack of large developable parcels in town that, if properly planned, could help the town achieve its housing goal.

Our goal in planning and developing this site is to assemble an experienced team of nationally and internationally recognized designers, architects, land planners, environmental engineers and financial partners that will create a development plan that helps the town obtain its goal of providing critically need housing , has the support of a majority of surrounding neighbors and community , is sustainable and energy efficient.

**Development Approach:**

A key to successful development is the early and consistent engagement with the immediate property owners, neighborhood and surrounding community.

The first step for us is to meet with the neighbors and other community members with our professional design team with a blank slate. No preconceived ideas, no site or building plans (besides a site survey and topo) for an open discussion with the neighbors to hear their ideas on developing the property and to discuss what our general goals are and to listen to what their concerns may be . We want them to be an integral part of the planning process. The professional team we've assembled are skilled in listening to neighbors and community organizations and combining our development objectives with theirs which will, we hope, eventually result in a development master plan that has the support of the community so when the plan is presented to the town's ZBA, Select Board and other decision makers it has as much support as possible from the neighborhood.

We realize we may not meet all the neighbor's objectives but it's important for the success of the development to demonstrate to the decision makers, Mass Housing, DHCD, the Falmouth ZBA, Select Board and others that we have engaged our

neighbors in the planning process , listen to their concerns and have developed a consensus plan that also meet our goals and objectives.

We have already discussed the proposed uses with the Cape Cod Commission and as long as the gross square footage of any non-residential (retail , co-working space) does not exceed 20% of the gross residential square footage, they do not need to review the plans. We have agreed to meet with them on occasions to review the propose plans and receive any suggestions they may have.

Our master site and building plans will be designed to meet Enterprise Green Communities program requirements. Enterprise Green is the only national green building program in the nation created for affordable housing.

The proposed development would contain a mix of uses, will be environmentally sensitive with affordable workforce and market rate rental and for sale housing in a mix of sizes.

A majority of the proposed single-family homes will be intended just for first time, local homebuyer.

All building will be designed to meet at a minimum Net Zero Energy standards and will include renewable energy, electric car charging stations for the residents and shared electric vehicles (cars and bicycles) available for residents of the development use. Some of the units may be designed for local artist with open space, tall ceilings and lots of natural light. A percentage of the apartments and homes will meet full handicap accessibility requirements.

A public transportation bus shelter will be constructed along 151 with the goal of promoting the use of alternative transportation methods and reducing the demand for individual car ownership and on-site car parking spaces allowing for more land available for housing, community gardens, recreation and open space.

In addition, we believe we should consider include a community amenity such as a possible new North Falmouth Branch Library in a multi-use building which would become the community gathering place and include, not only the library, but a small cafe and a green grocer, similar to the organic grocer at Mashpee Commons.

#### **Development Design Team:**

Listed below are the national and international recognized design professionals committed to be a part of the development of this development.

Land Planning/ Site Master Plan: Union Studio Architecture and Community Design

Master Architect: Robert A.M. Stern Architects

Housing NOW Architects: Jill Neubauer Architects

Landscape Architect: TBD

Library/ Community Buildings Architect: Robert A.M. Stern Architects

We plan on adding more woman and minority owed business members to the team with a goal of a minimum of 30% minority and woman owned professionals and eventually the same percentage of contractors and subcontractors.

We are also looking into working with local educational institutions to create an internship / apprentice program to attract more minority, people of color and woman into the affordable housing development and construction industry.

**Potential Financing Partners:**

Equity Partners: Boston Capital / Boston Financial - Jack Wallace

Construction Financing: Citi Community Capital – Richard Gewirtz  
Eastern Bank – Johann Stone

Permanent/ Term Financing: Hunt/ LUMENT Capital – Tim Hoppin

Mass Housing: Michelle Vinciguerra

DHCD: Kate Racer

Mass Development: Jay Pateakos

Mass Housing Investment Corporation: Bruce Ehrlich

The development of this project will require financial assistance from the town, state and federal sources.

The design and financial partners listed here are organizations which I have previously worked with in developing, owning and managing over 1,000 affordable and workforce housing units and other developments, many of which have won numerous planning and architectural awards.

The 31 acres site provides us with an opportunity to develop a well-designed, energy efficient community that has the support of its neighbors and surrounding community and can set an example of how affordable, mixed use housing can be developed in our community.

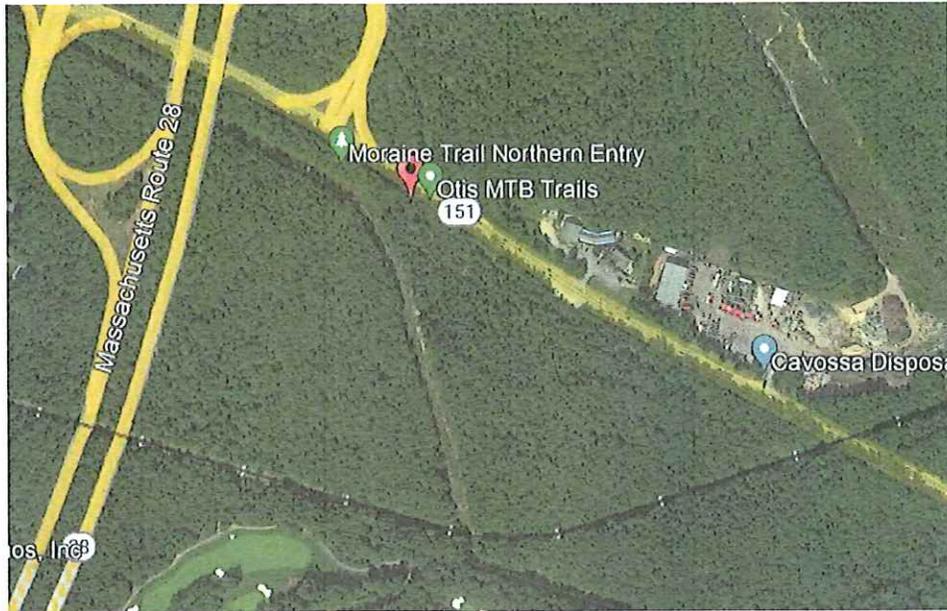
Michael Galasso  
31 Acres, LLC

**A REAL ESTATE APPRAISAL**

REPORTED IN A RESTRICTED USE APPRAISAL FORMAT  
OF THE PROPERTY

**LOCATED AT:**

**0 NATHAN S. ELLIS HIGHWAY  
EAST FALMOUTH, MA 02536**



**PREPARED FOR:**

MR. JULIAN SUSO  
TOWN MANAGER  
59 TOWN HALL SQUARE  
FALMOUTH, MA 02540

**EFFECTIVE DATE OF APPRAISAL:**

SEPTEMBER 24, 2021

**PREPARED BY:**

CLANCY APPRAISAL CO, INC  
REAL ESTATE APPRAISERS AND CONSULTANTS  
24 SPRING BARS ROAD, #3B  
FALMOUTH, MA 02540

CLANCY APPRAISAL CO., INC.  
24 Spring Bars Road, #3B  
Falmouth, MA 02540-3910  
(508) 540-9515 – Fax (508) 540-6586  
Email: info@clancyappraisal.net

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

October 7, 2021

RE: 31.2 Acres - 4 vacant parcels on Nathan S Ellis Highway  
East Falmouth, MA

Dear Mr. Suso,

In accordance with your request, I have appraised the vacant lots captioned above and provided a Real Estate Appraisal reported in a Restricted Use Appraisal Format. The subject consists of four (4) vacant parcels of land with a **total of 31.2 acres**. The land is zoned Residential AGAA with a SCRD Overlay for 6.61 Acres.

The Intended Use of this report is to provide an opinion of the Market Value of the Fee Simple Estate of the real property owned by CLSV Associates Limited Partnership for possible acquisition purposes. The Intended User is Mr. Julian Suso, Town Manager and the Town of Falmouth.

There are no Hypothetical Conditions or Extraordinary Assumptions. **See Page 6 for comments on Covid-19 Virus conditions.**

This report is based upon the appraiser's *personal inspection* of the subject property, and after a thorough examination of all of file data contained in this report and in my work files, it is my opinion that the "As Is" Market Value of the above-captioned property, as of September 24, 2021, is:

**THREE MILLION & FORTY THOUSAND DOLLARS**

**(\$3,040,000)**

Should questions arise in connection with this report, or if I may be of further assistance to you in this matter or any other, please feel free to call upon me

Respectfully submitted,

*Joseph M. Clancy*

Joseph M. Clancy, ASA, MRA  
MA Certified General  
Real Estate Appraiser #76

## CERTIFICATION OF APPRAISAL

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and they are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice* ("USPAP").
8. Joseph M. Clancy has made a personal inspection of the property that is the subject of this report on September 24, 2021.
9. No one else provided significant appraisal assistance to the person signing this certification.
10. This appraisal report has been made in conformity with and is subject to the requirements of the Code of Professional Ethics and the Standards of Professional Conduct of the Massachusetts Board of Real Estate Appraisers, with which the Appraiser is affiliated.
11. The signatory appraiser has provided no prior appraisal services regarding the subject property in the prior 3 years.

*Joseph M. Clancy*

**Appraiser:**

Joseph M. Clancy, MRA  
MA Certified General  
Real Estate Appraiser #76

## STATEMENT OF LIMITING CONDITIONS

The certification of the appraiser appearing in this appraisal report is subject to the following conditions and to such other specific and limiting conditions as are set forth by the appraiser in the report.

1. The appraiser assumes no responsibility for matters of a legal nature affecting the property appraised or the title thereto, nor do the appraisers render any opinion as to the title, which is assumed to be good and marketable. The property is appraised as though under responsible ownership.
2. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. The appraisers have not made a survey of the property.
3. The appraiser is not required to give testimony or appear in court because of having made this appraisal with reference to the property in question, unless arrangements have been made previously made, therefore.
4. Any distribution of the valuation in the report between land and improvements applies only under the existing program of utilization. The separate valuations for land and building must not be used in conjunction with any other appraisal and are invalid if so used.
5. The appraiser assumes that there are no hidden or unapparent conditions of the property, no known existence of hazardous substances or detrimental environmental conditions, subsoil or structures, which would render it more or less valuable. The appraisers assume no responsibility for such conditions or for engineering, which might be required to discover such factors. Any statement in this appraisal relative to the highest and best use, the bearing capacity of the soil, and the uses to which the property can and will be put, are based on the writer's conclusions and on a surface examination only. Soil or engineering tests made by engineers indicating contrary results may affect the conclusions reported herein. The writers assume no liability beyond surface examination for the lack of engineering data required to support proposed uses for the property.
6. Information, estimates and opinions furnished to the appraiser and contained in this report were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished the appraisers, can be assumed by the appraisers.

## STATEMENT OF LIMITING CONDITIONS (cont'd)

7. Disclosure of the contents of this appraisal report is governed by the Bylaws and Regulations of the professional appraisal organizations with which the appraisers are affiliated.
8. Neither all, nor any part of the content of the report, or copy thereof (including conclusions as to property value, the identity of the appraisers, professional designations, reference to any professional appraisal organizations, or the firm with which the appraiser is connected) shall be used for any purposes by anyone but the client specified in the report, the borrower if appraisal fee paid by same, the mortgagee or its successors and assigns, mortgage insurers, consultants, professional appraisal organizations, any state or federally approved financial institution, any department, agency, or instrumentality of the United States or any state or the District of Columbia, without the previous written consent of the appraiser; nor shall it be conveyed by anyone to the public through advertising, public relations, news, sales, or other media, without the written consent and approval of the appraiser.
9. On all appraisals subject to satisfactory completion, repairs, or alterations, the appraisal report and value conclusions are contingent upon completion of the improvements in a workmanlike manner.
10. This assignment was undertaken for the client specified herein. The appraiser does not recognize or assume any duty to persons other than that client in the formulation of this report and its conclusions. The client may make such reasonable use of this report as is consistent with the function of the report, but any third or other party into whose possession the report may come should not assume that its rationales or conclusions will serve any other client or function.
11. Note the use of the single quote (') will denote feet in this report.
12. Environmental Disclaimer: The value estimated in this report is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions. The appraiser's routine inspection of and inquiries about the subject property did not develop any information that indicated any apparent significant hazardous substances or detrimental environmental conditions, which would affect the property negatively. It is possible that tests and inspections made by a qualified hazardous substance and environmental expert would reveal the existence of hazardous materials and environmental conditions on or around the property that would negatively affect its value.

## STATEMENT OF LIMITING CONDITIONS (cont'd)

13. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific compliance survey or analysis of this property to determine whether or not the physical aspects of the improvements are in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative impact upon the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible non-compliance with the requirements of ADA in estimating the value of the property.
14. The Gramm-Leach-Bliley Act was signed into law on November 12, 1999. The intent of the Act is to protect consumer's personal information obtained by a financial institution from being disclosed or released without notice and without the permission of the consumer. Compliance with the law became mandatory after July 1, 2001. These regulations apply to appraisers as well as other providers of financial services, and apply to nonpublic personal information, or personally identifiable financial information.

### Additional Certification

#### Statement Relative to the Coronavirus (COVID-19)

COVID-19 has been declared a pandemic and a national state of emergency in place. Substantial turmoil has occurred in financial markets and due to the developing situation, it is not possible at this time to quantify its long-term or short-term effects on real estate markets or on the subject property. The value opinion contained in this appraisal is based on findings of an analysis of market data available to the appraiser at the time of the assignment.

**STATEMENT OF FACTS**

**LOCATION:** Parcel 10 Nathan S Ellis Highway (12.967 acres)  
Parcel 3B Nathan S Ellis Highway (.396 ac)  
Lot 14 Nathan S Ellis Highway (17.367 acres)  
Lot 15 Nathan S Ellis Highway (.463 ac)

East Falmouth, MA

**RIGHTS APPRAISED:** Fee Simple

**DATE OF APPRAISED VALUE:** September 24, 2021

**PROPERTY OWNER AND**

**LEGAL DESCRIPTION:** CLSV Associates Limited Partnership  
Barnstable County Registry of Deeds  
Book 17120 Page 137 dated 06/20/2003

**ZONING:** The subject property is in Agricultural AA Zoning District & Senior Care Retirement Community District.

**ASSESSOR ID:** Map 06-01-010-000  
Map 06-01-003B-000  
Map 06-01-008-014  
Map 06-01-008C-015

FY 2021 Assessment - \$348,700 + \$9,200 + \$791,500 + \$9,500 =  
**\$1,158,900**  
FY 2020 Taxes - \$3,052.87 + \$80.55 + \$6,929.58 + \$83.17 =  
**\$10,146.17**

**SITE:** Site consists of 4 vacant parcels containing a total of 31.2 acres with an irregular shape. Site has frontage on Nathan S Ellis Highway, aka Route 151. The site is rolling and is part of the glacial moraine along the State Highway. The site abuts the Otis AFB train tracks on the South. The Old County Road layout is on the easterly end of the site.

Utilities available to the site include town water, natural gas, and electricity, telephone & cable TV.

**STATEMENT OF FACTS (cont'd)**

**IMPROVEMENTS:** None

**HIGHEST AND  
BEST USE:** Develop site with SCRC project or with mixed uses.

**INDICATED VALUE:** \$3,040,000

## INTENDED USE OF APPRAISAL

The Intended Use of this report is to provide an opinion of the “As Is” Market Value of the Fee Simple Estate of four vacant parcels of land with a total of 31.2 acres located on Nathan S Ellis Highway, East Falmouth, MA for possible acquisition purposes. The Intended User is Mr. Julian Suso, Town Manager and the Town of Falmouth. The Effective Date of the appraisal is September 24, 2021.

## DEFINITIONS

**Market Value** is defined as:

“The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is consummation of a sale as of a specific date and passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised and each acting in what he considers his own best interest;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.”<sup>1</sup>

**Fee Simple Estate** is defined as:

“Absolute ownership unencumbered by any other interest or estate subject only to the four powers of government.”<sup>2</sup>

**Restricted Appraisal Reports:** Standards Rule 2-2-b states that the content of a Restricted Appraisal Report must be appropriate for the intended use of the appraisal and at a minimum state the identity of any intended users. The information and data are *stated* as opposed to being described or summarized. The underlying reasoning for this abbreviated level of communication is that the client is assumed to have a sufficient level of knowledge to enable the client to understand a report of this type. The appraiser has included sufficient information for the client to understand the rationale for the opinions and conclusions.

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<sup>1</sup> FIRREA, Office of the Controller of the Currency (OCC), Rule 12 CFR 34.42 (f)

<sup>2</sup> The Dictionary of Real Estate Appraisal, Second Edition, American Institute of Real Estate Appraisers, 430 North Michigan Avenue, Chicago, Illinois, Page 120.

## SCOPE OF WORK

The appraiser was requested to provide a Real Property Appraisal utilizing a Restricted Use Appraisal Report. A Restricted Appraisal Report is intended to comply with the reporting requirements set forth under Standards Rule 2-2(c) of the Uniform Standards of Professional Appraisal Practice for a Restricted Appraisal Report. As such it represents either limited or no discussions of the data, reasoning and analyses that were used in developing an opinion of value. Supporting documentation concerning the data, reasoning and analyses is retained in the appraiser's files. The depth of discussion contained in this report is specific to the needs of the client and for the intended use of this appraisal. The appraiser is not responsible for the unauthorized use of this report.

Accurately providing an opinion of the Market Value requires an inspection of the subject property, and an analysis of the subject site. The appraisal is a summary of the methods and sources used, and the steps taken in order to competently value the subject property.

The first step was to inspect the property in order to gain as much information as possible regarding the physical and functional features of the overall property. The next phase of information gathering included obtaining a recorded deed, certified plot plan or recorded plan (if available) and reviewing information at several town offices including the assessor's records, tax information, zoning bylaws and map, building department, and special permit granting authority.

The subject property is then evaluated within the context of the neighborhood and town as to its conformance with nearby properties and compliance with pertinent regulations.

Finally, all necessary information is put into written report form in order that the reader of the report, assumed to have no prior knowledge of the property, can follow a logical sequence of information that adequately describes the property and the area, and leads to and supports the value conclusion as stated.

All data was gathered from sources deemed reliable. These sources include; present property owners, grantors, grantees, real estate brokers or their representatives, municipal records, MLS and other publications.

The verification of data involved contacting grantors, grantees, real estate brokers or their representatives, municipal records, registries of deeds, and banks.

SUBJECT PHOTOS



Frontage opposite cloverleaf



Street Scene



Animal Hospital & Dog Kennel across Route 151



Route 151 Street Scene on East end of site



Route 151 Street Scene at parking area on East end of site



Cleared parking area

SUBJECT PHOTOS



Old County Road path



Old County Road path



Route 151 Road Frontage



Route 151 Road Frontage w/Guardrails

### **ESTIMATED MARKETING TIME/EXPOSURE TIME**

Marketing time is defined as the amount of time it might take to sell a property interest at the estimated Market Value level during the period immediately after the effective date of an appraisal. The average marketing time for these properties has been 3-6 months. Although marketing periods are difficult to estimate, I believe, if properly promoted, the subject property could be sold within 6-12 months of the date first offered for sale on the open market.

Exposure time is the amount of time it might take to sell a property interest at the estimated Market Value level during the period immediately before the effective date of an appraisal. Exposure Time is estimated to be less than one year.

Exact marketing times are difficult to estimate with precision due to a lack of a large volume of sales on which to base conclusions in this market area. However, it is possible to provide a range that is reflective of the opinions of informed individuals who work within this market. The above opinions are based on prevailing conditions in this market, the marketing times of several comparable properties, opinions of knowledgeable individuals, and the appraiser's judgment.

### **OWNER OF RECORD/LEGAL DESCRIPTION**

Title to the 31.20 Acre parcel is recorded in Book 17120 Page 137 in the Barnstable County Registry of Deeds, dated June 20, 2003, in the name of CLSV Associates Limited Partnership.

The property was conveyed to CLSV for the consideration of \$1.00 from Ballymeade Associates Limited Partnership I.

### **MARKETING**

**The parcel of land has been marketed for several years at \$5,000,000 +/- . Recently, the price was reduced to \$2,995,000 which produced interest and an accepted offer at that price.**

**The Town of Falmouth per the Deed has the Right of First Refusal at that price for a period of 120 Days.**

RECORDED DEED

Bk 17120 Pg 137 #71847

NOT AN OFFICIAL COPY      NOT AN OFFICIAL COPY  
06A-20-2003 @ 09:49a

QUITCLAIM DEED

NOT AN OFFICIAL COPY      NOT AN OFFICIAL COPY

BALLYMEADE ASSOCIATES LIMITED PARTNERSHIP, a limited partnership organized under the laws of the Commonwealth of Massachusetts, the sole General Partner of which is FALMOUTH DEVELOPMENT CORPORATION, a Massachusetts corporation with a principal office at 80 First Street, Bridgewater, Plymouth County, Massachusetts 02324,

for consideration paid and in full consideration of One and 00/100 (\$1.00) Dollar:

grants to CLSV Associates Limited Partnership, a Massachusetts Limited Partnership with a mailing address of 125 Falmouth Woods Road, Falmouth, MA 02536

*with quitclaim covenants*

That certain parcel of land of approximately 31.2 acres on Route 151 in Falmouth, Massachusetts, which is shown on the Falmouth Tax Assessor's Map 06, Section 01 as Parcel 003B, Lot 000, Parcel 008, Lot 014, Parcel 008C, Lot 015, and Parcel 013B, Lot 000 (collectively, the "Property") and is shown as Parcel A, Parcel B, and Parcel C on a plan of land entitled "Plan of Land prepared for Ballymeade Development Corp. of Parcels 3, A, B & C in Hatchville Falmouth, Mass." dated May 13, 1993, prepared by Holmes & McGrath, Inc., which plan is recorded at Barnstable County Registry of Deeds at Plan Book 495, Page 50.

This conveyance is made subject to and with the benefit of:

1. All easements, restrictions and other matters of record to the extent the same are in force and applicable; and
2. A certain Right of First Refusal granted to the Town of Falmouth, which Right is more particularly described in a document recorded at Barnstable County Registry of Deeds in Book 16253, Page 136.

For title, see deed recorded at Barnstable County Registry of Deeds at Book 8944, Page 154.

IN WITNESS WHEREOF, BALLYMEADE ASSOCIATES LIMITED PARTNERSHIP I has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by JOHN T. CALLAHAN, President and Clerk of FALMOUTH DEVELOPMENT CORPORATION, its General Partner, hereunto duly authorized this 20<sup>th</sup> day of June, 2003.

RECORDED DEED

Bk 17120 Pg 138 #71847

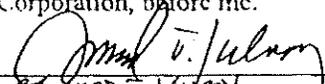
NOT AN OFFICIAL COPY  
 BALLYMEADE ASSOCIATES LIMITED PARTNERSHIP I  
 BY: Its General Partner  
 FALMOUTH DEVELOPMENT CORPORATION  
 NOT AN OFFICIAL COPY  
 NOT AN OFFICIAL COPY  
 John T. Callahan, its President and Clerk

COMMONWEALTH MASSACHUSETTS

BARNSTABLE, SS.

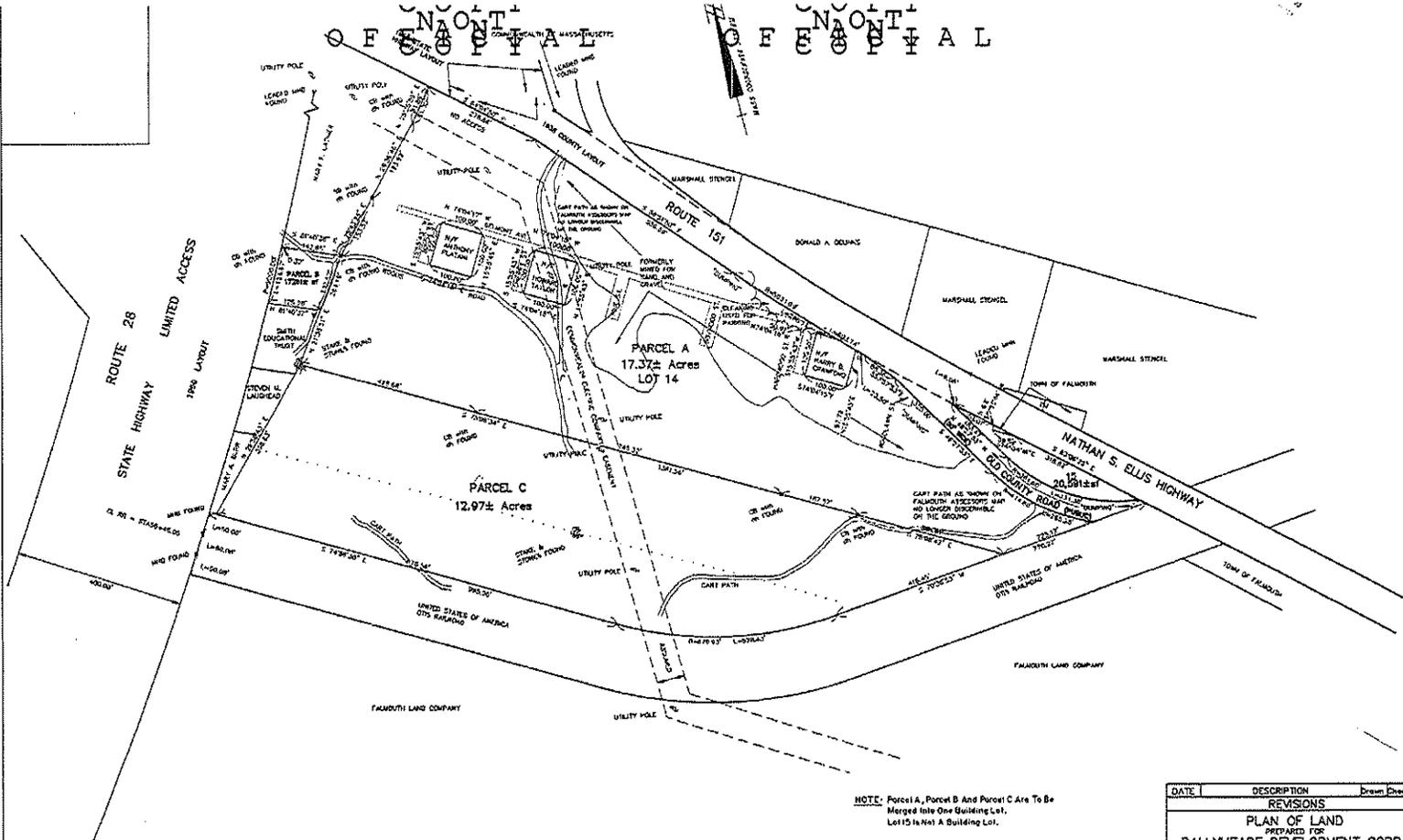
June 20, 2003

Then personally appeared the above-named John T. Callahan, President and Clerk of FALMOUTH DEVELOPMENT CORPORATION, General Partner of BALLYMEADE ASSOCIATES LIMITED PARTNERSHIP I, and acknowledged the foregoing instrument to be the free act and deed of said Partnership and Corporation, before me.

  
 \_\_\_\_\_  
 Notary Public  
 My Commission Expires: APRIL 17, 2007

BARNSTABLE REGISTRY OF DEEDS

495-545



RECORDED PLAN

This survey and plan conform to the procedural and technical standards for the practice of Land Surveying in the Commonwealth of Massachusetts.

*May 13, 1983*  
*John P. Mcgrath, Jr.*  
 Date Registered Professional Land Surveyor

I certify that this plan was made in accordance with the rules and regulations of the Register of Deeds.

*May 13, 1983*  
*John P. Mcgrath, Jr.*  
 Date Registered Professional Land Surveyor

AT A MEETING OF THE FALMOUTH PLANNING BOARD HELD 6/17/83

IT WAS VOTED:

"APPROVAL UNDER THE SUBDIVISION CONTROL LAW NOT REQUIRED."

*Donald L. Jones*

NOTE: Parcel A, Parcel B and Parcel C Are To Be Merged Into One Building Lot. Lot 15 is Not A Building Lot.



ZONING DISTRICT AREA FLOOD PLAIN ZONE C

DATE	DESCRIPTION	Drawn By
	REVISIONS	
	PLAN OF LAND PREPARED FOR BALLYMEADE DEVELOPMENT CORP. OF PARCELS A, B & C IN FALMOUTH, MASS.	
SCALE: 1" = 100'	DATE: MAY 13, 1983	
homes and mcgrath, inc. civil engineers and land surveyors 200 main street falmouth, mass. 02543		
DRAWN: WES	CHECKED: <i>Wesley</i>	
JOB NO.: 93103	DWG. NO.: 34-3-11C	

**PROPERTY DATA**

**Site Description:**

The subject property currently consists of 31.20 Acres per the attached recorded plan.

The irregular-shaped 31.20-acre site contains a total of about 1,604 linear feet +/- of frontage along Nathan Ellis Highway or Route 151. The site is shown on Recorded Plan Book 495 Page 50, recorded on 5/13/1993. The site is level at the road frontage and then changes elevation sharply throughout the site. According to the Falmouth GIS Map, the elevation at the street is about 100' and increases to 112' at the rear of the SCRC area that contains about 6.61 acres =/-.

The Map does not depict any wetlands or encroachments. A review of the **Priority and Estimated Habitat map layers created by NHESP**, found no evidence on the site.

The site is within the **Wildlife Corridor** that is a North-South Corridor created by Planning Board to preserve animal habitat along route 28.

The site is heavily wooded with natural vegetation with a mix of scrub oak, scrub pine trees, and understory. Parts of the site that border Route 28 on West are the result of the glacier that retreated 25,000 years ago. It is best described as a Terminal Moraine that resembles large amounts of deposits of clay, gravel, and rock debris.

A 200' wide **Commonwealth Electric Company** Easement cuts diagonally through the site. It leaves Parcel C with about 12.97 acres that has 278.66' of road frontage on the Easterly end of the site.

The Southern boundary is made up of the United States of America railroad line that originates from the old Otis Railroad, now referred to as Joint Base Cape Cod.

The site has no landscaping. There is a cleared area along the road that is used for parking by bicyclists that use the woods bike path to the north of Route 151.

Most public utilities are present and include town water, natural gas, overhead electricity, telephone and cable TV.

According to the most recent FEMA Map #25001C0566J (7-16-2014) the property is in Flood Zone X and is not located within a special flood hazard zone.

<u>Assessor' ID</u>	<u>FY 2021</u> <u>Assessment</u>	<u>FY 2021</u> <u>Taxes</u>
Map 06-01-010-000	\$348,700	
Map 06-01-003B-000	\$9,200	
Map 06-01-008-014	\$791,500	
Map 06-01-008C-015	\$9,500	
Total	<u>\$1,158,900</u>	<u>\$10,146.17</u>

**Zoning:**

The subject property is located in the **Senior Care Retirement District – SCRD Zoning District** requires 45,000 SF minimum lot size. The **Agricultural AA - AGAA Residential Zoning District** that requires a minimum lot area of 80,000 SF or 1.84 acres and 150 feet of frontage.

The following pages depict the SCRC overlay district on the subject site.



# BYLAW

9/17/21, 4:54 PM

Town of Falmouth, MA Senior Care Retirement District Search: § 240-65.1 Purpose.

[Added AF EM 11-18-2007, Art. 4, approved 3-13-2008, amended AF EM 11-10-2008, Art. 6, approved 1-6-2009.]

## § 240-65.1 Purpose.

The purpose of this district is to allow for alternative housing for senior citizens in a setting that provides them with personal and health-related services and programs and allows for their maximum independence.

## § 240-65.2 Permitted residential uses.

- A. One-family detached houses.
- B. Public or nonprofit housing for the elderly subject to the requirements of § 240-164.

## § 240-65.3 Permitted business uses.

- A. Medical clinics, medical and allied health offices.
- B. Bank, professional offices.
- C. Class I or Class II restaurant.

## § 240-65.4 Uses allowed by special permit from the Planning Board.

- A. Senior Care Retirement Community (SCRC), under the following standards and requirements:
  - (1) A SCRC contains one or more residential buildings with living units described below, which provide residences exclusively for persons 62 years of age or older (except their spouses and surviving spouses, and also except for staff housing and skilled nursing units), and which includes common areas and community dining facilities, and which provides personal services such as social, psychological, educational and health-related programs and services, designed to allow residents to safely "age in place" with maximum independence and with skilled caregivers available continuously on-site.
  - (2) A SCRC may include independent living units (ILUs) for persons who may not require regular assistance with daily living, as well as assisted living units (ALUs) for persons in need of daily assistance from skilled caregivers, and may include skilled nursing rooms (SNRs), as defined by the Massachusetts Department of Public Health. For the purposes of this bylaw, ILUs, ALUs and SNRs shall be known as "SCRC" units. A SCRC may also include staff housing units, provided that the number of staff units shall not exceed 10% of the SCRC units. The total number of units in the development, including both SCRC units and staff housing as determined by the Planning Board, shall not exceed six units per acre. No unit may contain more than two bedrooms. Assisted living units shall be no less than 350 but no greater than 800 square feet in size. Each skilled nursing room may contain no more than two beds.
  - (3) A SCRC shall have a minimum total area of 15 acres and lot frontage of 100 feet. In calculating the minimum total area the provisions of § 240-124A shall apply. At least 65% of the total area must be set aside as open space consistent with § 240-130 of the Zoning Bylaw. Up to one-third or five acres of the required open space, whichever is greater, may be located off-site at the discretion of the Planning Board.  
[Amended AF EM 11-9-2009, Art. 4, approved 2-5-2010.]
  - (4) Front yard building setbacks shall be a minimum of 50 feet. Side and rear yard building setbacks shall be a minimum of 25 feet. The Planning Board may require greater setbacks, up to 100 feet for front yard and up to 50 feet for rear and side yard setbacks where needed to provide screening and buffer from the street or adjacent properties. Redevelopment of existing buildings may maintain existing setbacks at the discretion of the Planning Board. Redevelopment does not include the voluntary demolition of an existing building and subsequent rebuilding.
  - (5) The maximum building height of any SCRC building shall be no more than three stories, not to exceed 35 feet as defined for community service uses. The Planning Board in its discretion may increase this height to 45 feet, upon good cause shown by the applicant, provided that for every one-foot increase in height all minimum setbacks are increased by two feet.
  - (6) The development may incorporate within a residential building accessory facilities intended solely for the use or benefit of the residents and staff of the development, such as banking and recreational facilities, as limited and approved by the Planning Board.

<https://ecode360.com/8075331>

11

- (7) The Planning Board, in order to approve the special permit for a SCRC, must find that the overall impacts of the SCRC in terms of traffic, wastewater, nutrient loading and fiscal impact to the Town will be no greater than the impacts associated with other uses allowed as a matter of right or special permit within Single Residence or Agricultural Zoning Districts on the lot(s). Speculative uses, such as applications made under M.G.L. c. 40B, shall not be considered in making the comparison of cumulative impacts. The Planning Board may require the applicant to provide specialized studies or information as necessary in order to make such a finding.
- (8) The Planning Board shall not approve a SCRC unless tertiary treatment of wastewater is provided. Tertiary treatment shall include enhanced nitrogen removal consistent with § 240-100A(3) of the Zoning Bylaw when a SCRC is located in a coastal pond overlay district.
- (9) The Planning Board may require the applicant to reduce the size including the height of any residential structure or to adjust its placement on the lot to reduce impacts on neighborhood visual character, including views or vistas. The Planning Board, in order to approve the special permit for a SCRC, must make a positive finding under § 240-122G, of the Planned Residential Development Bylaw and four or more of the purposes of § 240-122. The Planning Board may require or allow that the development be constructed in phases if necessary to minimize neighborhood impacts or to meet financing or regulatory requirements.
- (10) Parking shall be located in side or rear yards behind the front facade line of the building, except that parking may be allowed in front of the building line at the discretion of the Planning Board if appropriately screened or landscaped as determined by the Planning Board. The number of parking spaces shall be determined according to the following: one space per independent living unit; one-half space per assisted living unit; one space per employee. The Planning Board may apply parking reductions to a SCRC as provided for in § 240-107 as part of this special permit.
- (11) Section 240-65.4A(2) notwithstanding, a density bonus maybe allowed, at the sole discretion of the Planning Board as part of the special permit process for a Senior Care Retirement Community, up to a total of eight units per acre, if the applicant provides at least 15% of the SCRC units (not including staff units) as affordable, subject to the requirements below, and one or more of the following: a) tertiary treatment of wastewater that achieves an annual average nitrogen reduction to a level of nine mg/l or less, or; b) the application results in no net increase in nitrogen loading or; c) the SCRC is tied into the municipal sewer system.

As a condition of any density bonus the applicant shall be required to execute an affordable housing restriction and regulatory agreement for recordation at the Registry of Deeds, consistent with the requirements of the Massachusetts Department of Housing and Community Development, for qualification of the affordable units towards the Town's subsidized housing inventory.

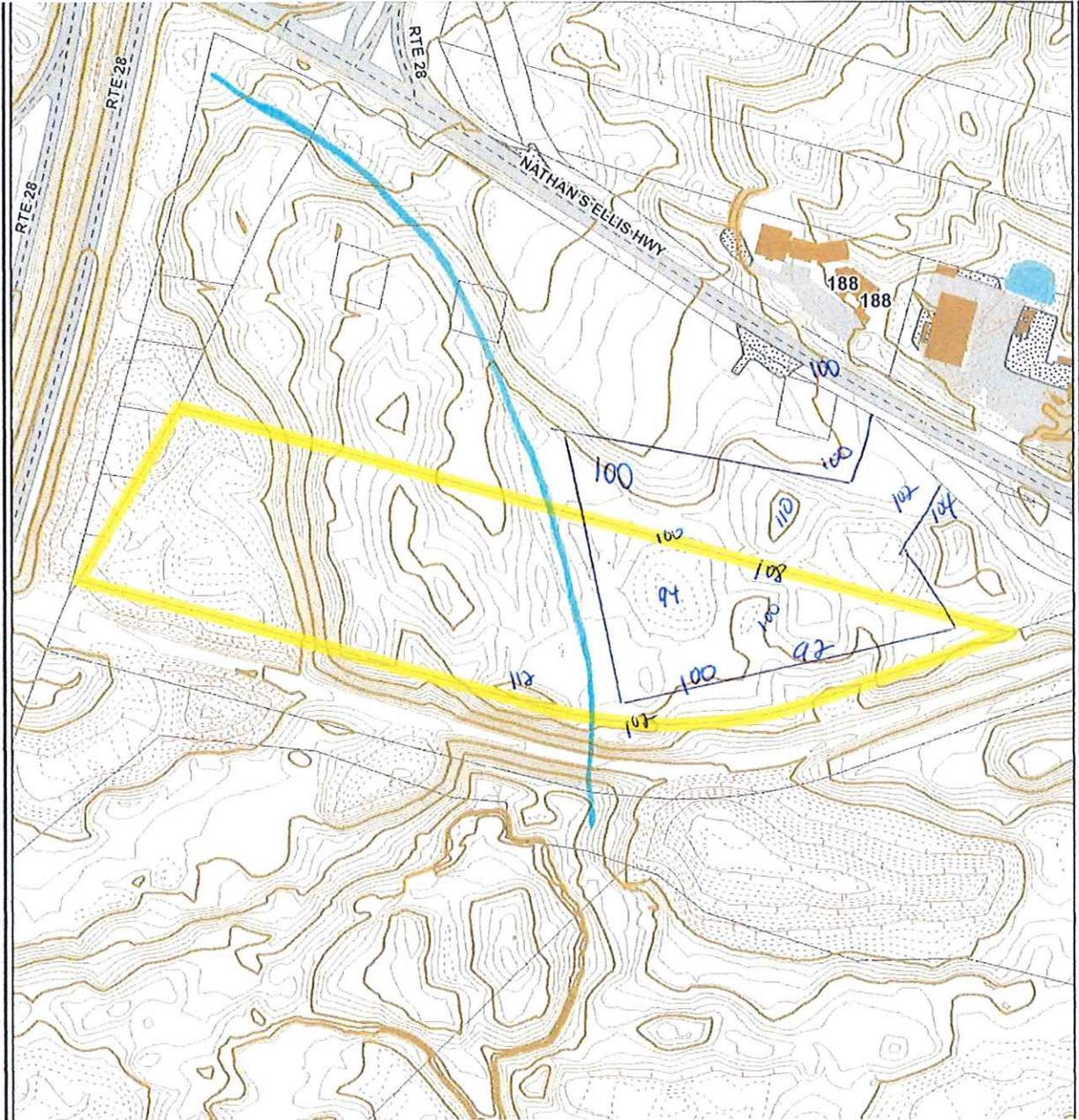
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As a condition of any density bonus the applicant shall be required to execute an affordable housing restriction and regulatory agreement for recordation at the Registry of Deeds, consistent with the requirements of the Massachusetts Department of Housing and Community Development, for qualification of the affordable units towards the Town's subsidized housing inventory.

### § 240-65.5 Minimum lot dimensions for uses allowed under §§ 240-65.2 and 240-65.3.

- A. Minimum lot size: 45,000 square feet.
- B. Lot frontage: 100 feet.
- C. Lot width: 150 feet.
- D. Lot coverage by structures: 20%; lot coverage by structures, paving and parking: 40%.

[Added AF1M 11-9-2009, Act. 3, approved 2-5-2010]



## HIGHEST AND BEST USE

The highest and best use of the real estate represents the premise upon which the opinion of Market Value is based.

### **“highest and best use of land or a site as though vacant”**

Among all reasonable, alternative uses, the use that yields the highest present land value, after payments are made for labor, capital, and coordination. The use of a property based on the assumption that the parcel of land is vacant or can be made vacant by demolishing any improvements.<sup>1</sup>

### **“highest and best use of property as improved”**

The use that should be made of a property as it exists. An existing improvement should be renovated or retained as is so long as it continues to contribute to the total market value of the property, or until the return from a new improvement would more than offset the cost of demolishing the existing building and constructing a new one.<sup>2</sup>

In both cases, a series of steps is followed to arrive at the highest and best use by eliminating uses that do not meet the requirements. The appraiser considers uses that are:

1. Legally Permissible
2. Physically Possible
3. Financially Feasible
4. Maximally Productive

•  
**AS IF VACANT:** The vacant site is made up of 31.20 Acres of land. No physical improvements or Regulatory approvals have been made to the site. A SCRD Overlay Zoning district allows 6.61 Acres of the site to be developed with a Senior Care Retirement community after receiving a special Permit from the Planning Board. The population of Falmouth has 31,000 year round residents that are over the age of 50. SCRC use is considered legal for the site. It is physically possible given the topography, soil conditions, roadways, and utilities in place to the site. These uses are considered financially feasible as these types of large developable land site are in short supply. These uses are considered the maximally productive use of the site. Per the Bylaw, Tertiary onsite wastewater treatment is required. Therefore, the Highest & Best use of the site is to develop the 31.20 acres with a SCRC.

As an alternative, the Bylaw also allows residential, offices, banks, and restaurants. A mixed use development subject to Planning Board & Cape Cod Commission approvals, would meet the test of Highest & Best Use.

•  
**AS IMPROVED:** None

<sup>1</sup> Appraisal Institute, 5<sup>th</sup> Edition, page 93.

<sup>2</sup>Ibid page 93

## THE APPRAISAL PROCESS

The Intended Use of this Restricted Appraisal Report is to provide an opinion of the Market Value of the 31.20 acre. **The Effective Date of the appraisal is September 24, 2021.** This is achieved by a systematic gathering, classification and analysis of data that is required in the development and consideration of the three approaches to value: the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach.

**The Cost Approach** consists of estimating the replacement cost new of all property improvements, deducting the accrued depreciation from all sources, and then adding the estimated market value of the underlying land, which is estimated separately. This approach is not applicable to vacant land.

**The Sales Comparison Approach** involves a comparison of the subject to similar properties that have sold in arm's length transactions or are offered for sale. Sale and asking prices are adjusted to reflect the significant differences, if any that exist between the sale property and the subject property, and the adjusted prices correlated into a probable final value estimate for the subject property. Individual lot sales will be recited for use in valuing the property.

**The Income Capitalization Approach** involves an analysis of the income earning capabilities of the property being appraised by estimating the actual or market income value for one year (Direct) or over a projected holding period (Discounted Cash Flow Analysis) and deducting the operating expenses necessary to support the potential gross rental income estimate. The net operating income remaining after operating expenses is capitalized into an estimate of probable Market Value by capitalizing the one year's net operating income or by discounting the stream of net operating income estimates and the reversion value estimate over the holding into an estimate of probable market value for the subject property. This approach is not applicable to vacant land.

### VALUATION RATIONALE:

The subject property is currently a developable property with a SCRD Overlay District for a senior care project or alternative mixed use. Sales of other parcels with the most similar approvals that can be located will be the basis of the Market Value opinion.

The Cost and Income Approaches have no application in this instance and will not be developed.

As a developable land with a SCRD Overlay district, the subject responds best to the Sales Comparison Approach for similar developable sites.

## THE SALES COMPARISON APPROACH

The Sales Comparison Approach is essential in most appraisals of real property value. In applying the Sales Comparison Approach, the appraiser;

1. Seeks similar properties for which pertinent sales, listings, offerings, and/or rental data are available;
2. Ascertains the conditions of sale, including the price, motivating forces, and its bona fide nature;
3. Analyzes each of the comparable properties' important attributes in relation to the corresponding attributes of the property being appraised under the general divisions of time, location, physical characteristics, and terms of sale;
4. Considers the dissimilarities in the characteristics in terms of their probable effect on the sale price;
5. Formulates, in light of the comparisons made, an opinion of the relative value of the property being appraised.

An opinion of value of a property is derived using this approach. Similar vacant lots that have been sold recently or are currently offered for sale in the same or competing areas are compared to the subject property. Four categories of data are basic and apply to all types of property. They are (1) date of sale, (2) conditions and terms influencing each sale, (3) location of each property, and (4) physical size and characteristics of each property.

The following comparable sales described will be used to provide an opinion of the market value for the 31.20 acre site.

**THE SALES COMPARISON APPROACH**  
**SALE 1**



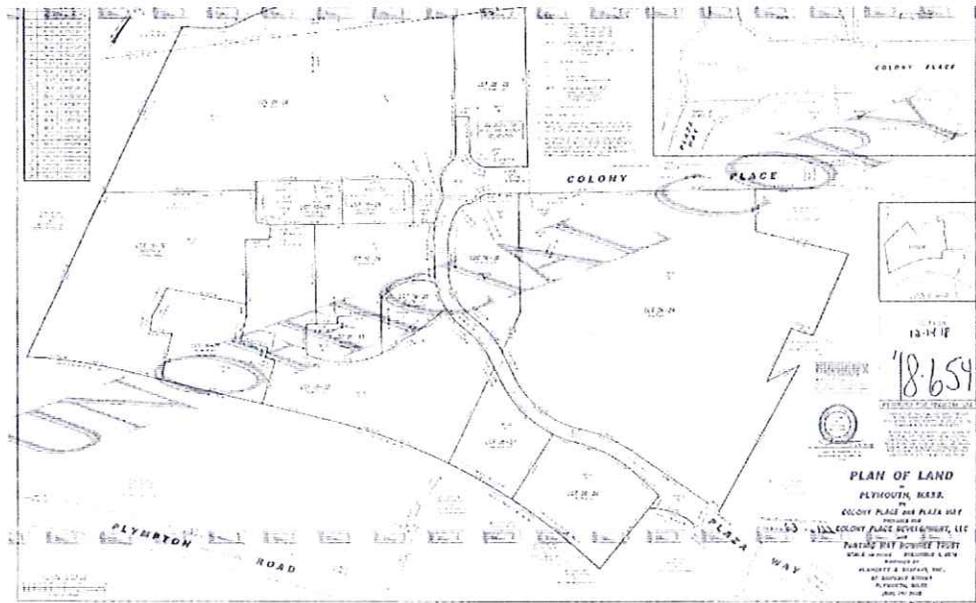
<b>ADDRESS</b>	<b>850 Falmouth Road, Hyannis, MA</b>
Property Type	Land
Sale Price	\$1,200,000
Sale Date	7/7/2020
Grantor	Lorusso Charitable Foundation
Grantee	Standard Holdings LLC
Legal Reference	Barnstable County Registry of Deeds, Book 33050 Page 46
Financing	All Cash

<b>SITE DETAILS</b>			
Land Area	2.98 Acres	Zoning	MAH – Multifamily Affordable
Assessors ID	250-036		Housing & GPOD

Comments: This sale is former Whitehall Nursing Home. Seller paid for removal of old building prior to closing. Existing Sewer Easement remains in front. **Special Permit 2020-03** on 1/25/2021 granted a 70,000 SF Apartment complex with 53 total units. 43 units will be Market and 10 will be Affordable or 19% Affordable. Site has Town Sewer. Developer will record a Regulatory Agreement & Declaration of Restrictive Covenants prior to occupancy.

<b>VERIFIED BY</b>	<b>Appraisal - Site Visit, Assessor's Records, Broker</b>
Sales History	No sales in the previous three years
Price / Acre	<b>\$402,685/ acre</b>
Price / Unit	<b>\$22,642/ Unit</b>

## SALE 2



<b>ADDRESS</b>	<b>26 Colony Place, Plymouth Massachusetts</b>
Property Type	Vacant Land
Sale Price	\$1,550,000
Sale Date	3/19/2020
Confirmation	Plymouth Planner – Arms-Length
Grantor	Colony Place Development LLC
Grantee	PVG Plymouth LLC
Legal Reference	Plymouth County Registry of Deeds, Book 52496, Page 309
Property Rights	Fee Simple
Financing	Merrimack Valley Credit Union - \$9,450,000

SITE DETAILS			
Land Area	3.11 Acres	Zoning	MC – Mixed Commerce
Assessors ID	104-026-028		& APIOD

Comments: This site received ZBA approval for 69,377 SF - 101 unit 4-story Hotel with 3,250 SF attached Office Building. Site has Town Sewer and easements for Colony Place Development. . Deed carries a 5 Year Restriction for Hotel construction.

<b>VERIFIED BY</b>	<b>Deed, Assessor's Records, Town Planner</b>
Sales History	No sales in the previous three years
Price / Acre	<b>\$498,392/ acre</b>
Price / Unit	<b>\$15,347/ Unit</b>

**SALE 3**



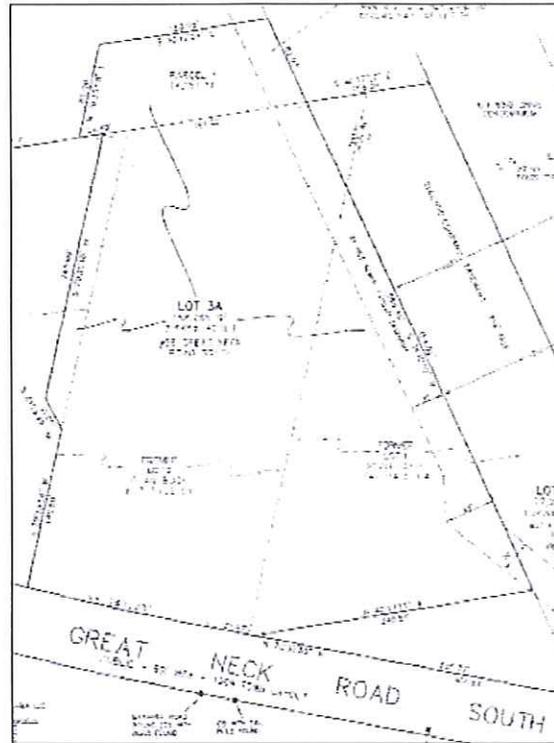
<b>ADDRESS</b>	<b>881 Route 28, South Yarmouth, MA</b>
Property Type	Land – Yarmouth Commons Apartments
Sale Price	\$2,530,000
Sale Date	3/7/2017
Grantor	John J. Hynes, Jr., Trustee of 881 Realty Trust
Grantee	DPI, LLC
Legal Reference	Barnstable County Registry of Deeds, Book 30336, Page 350 & Certificate #752
Financing	Seller - \$2,030,000 Verified w/Jack Hynes

<b>SITE DETAILS</b>			
Land Area	4.37 Acres/469' Frontage	Zoning	Business 2 – Hotel/Motel and Village Center Overlay Districts
Assessors ID	41-48		

Comments: This is the sale of the former *Cavalier Motor Lodge*. The broker noted the original sales price as agreed was about \$3,500,000 with a developer asking for approval for 180 apartment units with an affordable apartment complex. Negotiations with the Town of Yarmouth reduced the units to 120; however, the neighborhood on Bannister Avenue in the rear was prepared to litigate for a much lower density, thereby holding up the development for years. The developer settled with the neighborhood allowing the number of apartments to 69, the original number of units of the motel. The price was reduced to \$2,530,000 based on this lower density. The seller indicated he had received a price of \$5.50/SF to demolish and remove all buildings.

<b>VERIFIED BY</b>	<b>Site Visit, Assessor's Records, Broker</b>
Sales History	No sales in the previous three years
Price / Acre	\$578,947 / acre

### SALE 4



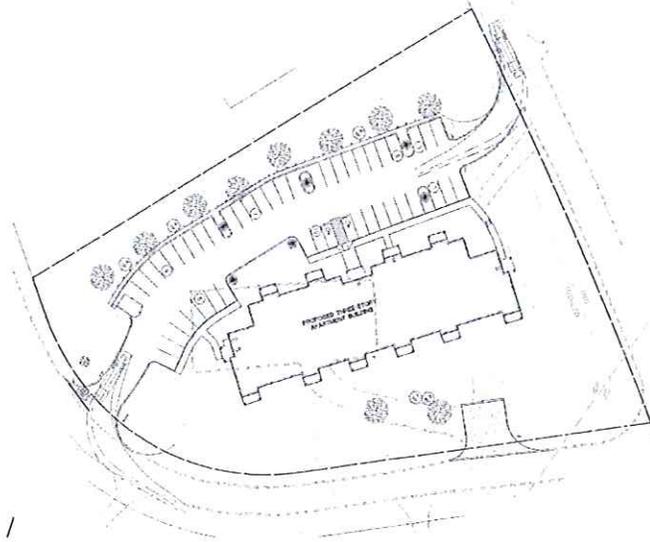
ADDRESS	58 (Lot 3A) Great Neck Road South, Mashpee, MA
Property Type	Land
Sale Price	\$1,850,000
Sale Date	3/22/2017
Grantor	GNRS-MA LLC
Grantee	Northbridge Mashpee Assisted Living, LLC
Legal Reference	Barnstable County Registry of Deeds, Book 30366, Page 96
Financing	Eastern Bank - \$17,500,000
Verified	Buff Chase, Seller

SITE DETAILS			
Land Area	3.645 Acres	Zoning	Commercial 1
Assessors ID	74-27		

Comments: A sale of a vacant parcel of land with frontage on Great Neck Road South in Mashpee. Prior non-monetary transfer of Lot 3A and other land on 3/22/2017 in Book 30366, Page 93. The site was developed with a 70 unit assisted living/memory care facility with 65,583 SF. Cape Cod Commission DRI Decision for 58-1 BR & 12- 2BR Apartments. A System Development charge for tie-in to existing wastewater treatment facility was about \$280,000. This cost is considered about 30% of a new system. Yearly operating costs are \$4.55/gallon for 7,000 gallons +/- or \$31,850/year.

VERIFIED BY	Site Visit, Assessor's Records. County Records
Sales History	See Comment
Price / Acre	\$507,545 / Acre

**SALE 5**



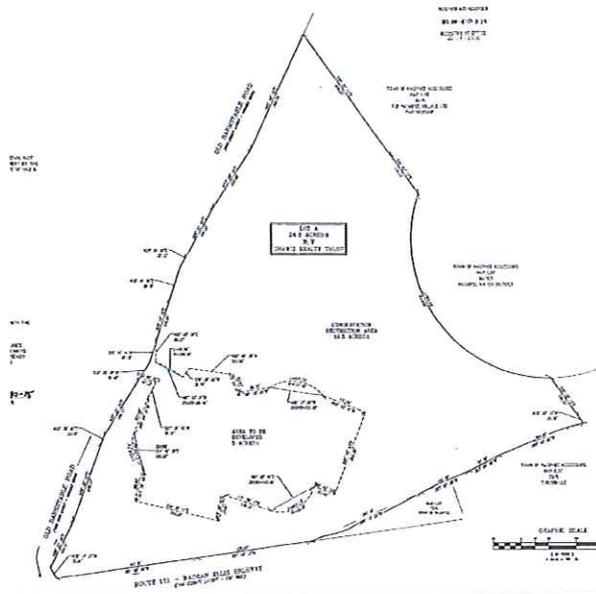
<b>ADDRESS</b>	<b>206 Breed's Hill Road, Hyannis, MA</b>
Property Type	Land
Sale Price	\$1,100,000
Sale Date	6/21/2019
Grantor	MSPCC Mass Society for Prevention of Cruelty to Children
Grantee	Molly MacGregor – Warehouse Corp. Hyannis Realty Trust
Legal Reference	Barnstable County Registry of Deeds, Book 32106, Page 217
Financing	No mortgage recorded at time of sale
Verified	<b>Deed &amp; broker</b>

<b>SITE DETAILS</b>			
Land Area	<b>98,580 SF or 2.26 Acres</b>	Zoning	Industrial Ltd.
Assessors ID	314/25		

Comments: This is the sale of a former MSPCC office building that was demolished. Site is being redeveloped with a new 3-Story 29 Unit Apartment Building. The vacant parcel of land is a corner lot with 344' frontage on Independence Drive and 493' frontage on Breed's Hill Road. Site has a Fire District Easement along Breed's Hill road. Developer is Joe Keller of Hyannis, MA. The proposed 29 unit apartment building will consist of **39,312 SF**. Town granted **Three Variances** to allow Residential Use, 3 Stories, and 50' Screening from road.

<b>VERIFIED BY</b>	<b>Site Visit, Assessor's Records, Deed, &amp; Broker</b>
Sales History	No sales in the previous three years
Price / Acre	<b>\$11.16/SF or \$486,726/Acre</b>

## SALE 6



<b>ADDRESS</b>	<b>462 Old Barnstable Road, Mashpee, MA</b>
Property Type	Land
Sale Price	\$2,000,000 (Deed Restriction – No Supermarket)
Sale Date	6/26/2014
Grantor	Shaws Realty Trust
Grantee	Mashpee Senior Housing, LLC
Legal Reference	Barnstable County Registry of Deeds, Book 28227, Page 49
Financing	First Niagara Bank, NA - \$13,881,000
Verified	<b>Deed</b>

<b>SITE DETAILS</b>			
Land Area	24.5 Acres	Zoning	Commercial 2
Assessors ID	73-46	Frontage	103.2' curb cut

Comments: A sale of a vacant parcel of land with frontage on Old Barnstable Road & Route 151 in Mashpee. The site has a Cape Cod Commission DRI recorded in Book 28043 Page 1 on 3/20/2014. The Planning Board Special Permit is recorded in Book 28133 Page 208 on 5/9/2014. The site has a Conservation Restriction for 19.5 Acres recorded in Book 28925 Page 211 on 6/8/2015. The site was developed with a *“Bridges by EPOCH at Mashpee”*, a 54 unit assisted living/memory care facility in a 46,211 SF Y-shaped building on 5 Acres. A small 336 SF building houses the Amphodrome Plus wastewater treatment facility. **Site has 747 L/F of frontage along Route 151 encumbered by CR buffer of 150’.**

<b>VERIFIED BY</b>	<b>Site Visit, Assessor’s Records. County Records</b>
Sales History	5/30/2003 \$2,350,000
Price / Unit & Acre	\$81,633/Acre & \$400,000/ Acre w/5 acres developable

## ANALYSIS AND CONCLUSION:

The following summarizes the six sales considered for the 6.61 Acres of site with the area designated SCRC. The primary focus of this analysis is to judge the value of a site large enough to accommodate a senior care facility and the necessary open space required by the Bylaw.

The six sales were adjusted upward 3% per year for improving market conditions. Sale #1 was also adjusted 10% upward for inferior zoning that requires affordable units and not all market rate units.

The Chart below summarizes the Sales Price, Lot size in Acres, and adjusted Price/Acre.

Sale #1 - \$1,200,000 – 2.98 Acres - \$459,564/Acre  
Sale #2 - \$1,550,000 – 3.11 Acres - \$520,820/Acre  
Sale #3 – \$2,530,000 – 4.37 Acres - \$657,105/Acre  
Sale #4 – \$1,850,000 – 3.65 Acres - \$566,064/Acre  
Sale #5 - \$1,100,000 – 2.26 Acres - \$519,580/Acre  
Sale #6 - \$2,000,000 – 5.00 Acres - \$588,938/Acre

These six (6) sales yield a wide range of \$459,564/Acre to \$657,105/Acre. The Midpoint is \$543,442/Acre. These six commercial land sales demonstrate the relationship of lot size, price/Acre, and location. The upper end of the Sales Price/Acre is represented by Sales #3 & #6, which are the dated sales from 2014 & 2017. The lower end represented by Sale #1 that is the most recent and had an affordable component to it.

Sale # is the most current sale and had no permits in place for development at the time of sale. The developer obtained approvals after the sale. Thus, Sale #1 is given most weight & consideration.

I therefore conclude on \$459,564/Acre, rounded to \$460,000 as the indicated value for the SCRC land area of 6.61 Acres. See below for calculations.

\$460,000/Acre X 6.61 Acres = \$3,040,600, rounded to \$3,040,000

**THREE MILLION & FORTY THOUSAND DOLLARS  
(\$3,040,000)**

### **THE SALES COMPARISON APPROACH (Continued)**

As a Test of Reasonableness, the appraiser cites a land listing at the intersection of North Falmouth Highway and County Road, North Falmouth. This site is a smaller size site that benefits by being proximate to Route 151. It has had a prolonged marketing period as it was considered overpriced. The North Falmouth location is seasonal and is further away from Downtown Falmouth. It's current list price as summarized on the next page is \$1,195,000

**LAND LISTING #1**



<b>ADDRESS</b>	<b>538 North Falmouth Highway, North Falmouth, MA</b>
Property Type	Vacant Land
Listing Price	\$1,195,000
Listing Date	10/30/2020
Confirmation	Broker/Owner Lisa Kenny
Grantor	Paula King Trust
Grantee	N/A
Legal Reference	Barnstable County Registry of Deeds, Book 2092, Page 30
Property Rights	Fee Simple
Financing	N/A

<b>SITE DETAILS</b>	
Land Area	1.68 Acres
Location	Good
Zoning	Business 3
Improvements	None
Current Use	Vacant Land
NonRealtyItems	None
Economic Characteristics	N/A
Physical Description	Site is a 1.68-acre commercial building lot located at 538 North Falmouth Highway, N. Falmouth, MA. The lot is in a Business 3 Zoning District. The lot was previously listed for \$2,200,000, \$1,500,000, and currently \$1,195,000. The site is a corner lot with 214' on Highway with guardrail & sidewalk. The site has 195' of road frontage on County Road at a traffic light & all utilities in place and no wetlands. <b>Currently listed for \$1,195,000.</b>

## RECONCILIATION AND FINAL VALUE

### Summary of Indicated Values:

The Cost Approach:	\$ N/A
The Sales Comparison Approach:	\$3,040,000
The Income Approach:	N/A

The Cost Approach and Income Approach were not developed as they are not applicable to unimproved land.

The Sales Comparison Approach was developed with six sales of commercial land. All are or were developed with senior care or apartment complexes. The sales were adjusted for increasing market and affordable units. The Sales Comparison Approach was given all weight in this analysis.

Good market data was readily available for analysis of the Sales Comparison Approach to value. As discussed above, I have given all weight to the Sales Comparison Approach.

Accordingly, the appraiser concludes that the "As Is" Market Value of 0 Nathan S. Ellis Highway, East Falmouth, MA is \$3,040,000, as of September 24, 2021.

**THREE MILLION & FORTY THOUSAND DOLLARS**

**(\$3,040,000)**

## **ADDENDA**

## QUALIFICATIONS OF JOSEPH M. CLANCY, APPRAISER

### EDUCATIONAL BACKGROUND:

1971 – Bridgewater State College (B.A./History)

### APPRAISAL EDUCATION:

1972 – Northeastern University, Fundamental Real Estate Appraisal

1973 – Northeastern University, Advanced Real Estate Appraisal

1975 – American Institute of Real Estate Appraisers, Course 1A

1976 – Society of Real Estate Appraisers, (now the Appraisal Institute) – R-2 Workshop & Examination

1985 – American Society of Appraisers, Code of Ethics Exam

<u>Date</u>	<u>Courses/Seminars</u>	<u>School/Organization</u>
1/22/88	Residential Land Development	SREA #51
6/9/89	Preview of New 2-4 Family Report	SREA, MBREA, AIREA
10/24/90	Case Study 2-4 Family Appraisal & FDIC Appraisal Guidelines & Appraising in a Downward Market	A.I.R.E.A.
6/13/91	Real Estate Law for the Real Estate Appraiser	The Appraisal Institute
11/8 through 11/23/91	Capitalization Theory & Techniques Part A, Course 1BA (6 days)	The Appraisal Institute
3/25/93	Industrial Valuation	The Appraisal Institute
9/27/93	The New Uniform Residential Appraisal Report (URAR)	The Appraisal Institute
9/28/93	Appraisal Reporting of Complex Residential Properties	The Appraisal Institute
5/3/94	Feasibility Analysis Highest & Best Use of Nonresidential Properties	The Appraisal Institute
2/22/96	Appraisal of Retail properties (7 hours)	The Appraisal Institute
4/24 & 4/25/96	I410 Standards of Professional Practice (15-hour course)	The Appraisal Institute
10/22/96	Subdivision Analysis (7 hours)	The Appraisal Institute
5/18/98	Appraisal Research, Technology & The Internet: Wired to Work (7.5 hours)	MA Board of R.E.Appraisers
9/24/98	USPAP Update Seminar (7.5 hours)	MA Board of R.E.Appraisers
12/1/98	Subdivision Planning for Appraisers Seminar (7.5 hours)	MA Board of R.E.Appraisers
3/18 & 3/19/99	Attacking & Defending an Appraisal in Litigation (15 hours)	MA Board of R.E.Appraisers
6/10/99	Twenty Common Appraisal Errors (3 hours)	MA Board of R.E.Appraisers

**QUALIFICATIONS OF JOSEPH M. CLANCY, APPRAISER (cont'd)**

<u>Date</u>	<u>Courses/Seminars</u>	<u>School/Organization</u>
9/16/99	FHA's Homebuyer Protection Plan & The Appraisal Process (7 hours)	The Appraisal Institute
12/16/99	FHA's Appraiser Examination	U.S. Department of HUD
4/25/00	Cape Cod Land Bank Forum (3 hours)	MBREA
10/11/01	Real Estate Fraud & The Appraiser's Role (7.5 hour seminar)	MBREA
10/15/01	Supporting Capitalization Rates (7.5 hour seminar)	MBREA
2/5/02	Land Valuation (1-day seminar)	The Lincoln Institute of Land Policy
6/6/02	Real Estate Law & the Registry of Deeds (7.5 hours)	MBREA
7/14+7/28/04	Uniform Standards of Professional Appraisal Practice (USPAP) – (15 hours)	MBREA
12/15/04	Commercial Appraisal Problem Solving (7.5 hours)	MBREA
4/9/05	Appraisal Mini Workshop (7.5 hours)	MBREA
4/27/05	Apartment Appraisal Seminar 10220098 (7.5 hours)	MBREA
5/6/05	Fair Lending Seminar 10220022 (7.5 hours)	MBREA
3/3/07	12 Things Commercial Appraisers Should Know 10220119 (7.5 hours)	MBREA
11/5/07	EXPO 2007 – Commercial Program 10220157 (6.0 hours)	MBREA
1/23/08	USPAP Update Seminar – (V. 2008-09) (7 hours)	MBREA
4/9/08	Appraising in a Foreclosure Market (7 hours)	MBREA
5/22/08	Introduction to Commercial Appraisals (3.5 hours)	MBREA
10/27/10	USPAP Update Course – (V.2010-11) (7 hours)	MBREA
11/10/10	Appraising Easements 10220177 (7 hours)	MBREA
3/16/11	Income Property Appraisal Overview 10220167 (7 hours)	MBREA
3/27/11	The Nuts & Bolts of Green Building for Appraisers 10480077 (3 hours)	McKissock
4/18/11	Online Appraising Convenience Stores (7 hours)	Appraisal Institute
5/16/11	Online small Hotel/Motel Valuation (7 hours)	Appraisal Institute
6/9/11	Uniform Appraisal Dataset 10220206 (7 hours)	MBREA
12/9/11	USPAP Update Seminar – (V.2012-13) (7 hours)	MBREA
3/13/13	Appraising & Analyzing Retail Shopping Centers for Mortgage Underwriting 10480079 (7 hours)	McKissock
5/12/13	Appraising FHA Today 10480044 (7 hours)	McKissock
5/30/13	Online Forecasting Revenue (7 hours)	Appraisal Institute
3/25/14	USPAP Update Seminar – (V.2014-15) (7 hours)	McKissock

**QUALIFICATIONS OF JOSEPH M. CLANCY, APPRAISER (cont'd)**

<u>Date</u>	<u>Courses/Seminars</u>	<u>School/Organization</u>
6/26/14	Restaurant Valuation Issues 10220237 (7 hours)	MBREA
11/11/14	Appraisal of Self Storage Facilities 10480137 (7hrs)	McKissock
4/4/15	Appraisal of Fast Food Facilities 10480145 (7hrs)	McKissock
2/8/16	USPAP Update Seminar-(V.2016-17) (7 hours)	McKissock
1/2/17	Appraisal of Land subject to Ground Leases 10480146 (7 hours)	McKissock
2/19/17	Appraisal of Industrial Incubators 10480151 (7hrs)	McKissock
4/27/17	Appraisal of Owner-Occupied Commercial Properties 10480150 (7hrs)	McKissock
1/15/18	USPAP Update Seminar (V.2018-19)(7 hours)	McKissock
4/4/18	Basic Hotel Appraising – Limited Service Hotels 630001 (7 hours)	McKissock
12/29/18	Advanced Hotel Appraising – Full Service Hotels 10480162 (7 Hours)	McKissock
3/7/19	Appraisal of Land Subject to Ground Leases 10480146 (7 Hours)	McKissock
11/2/20	USPAP Update Seminar (V.2020-2021)(7hrs)	McKissock
2/15/21	Sales Comparison: A Fresh Approach 1320031 (7hrs)	Hondros
3/7/21	Appraisal of Industrial & Flex Buildings 630057 (7hrs)	McKissock
3/28/21	Appraisal of Owner-Occupied Commercial Properties 10480150 (7hrs)	McKissock

**MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS:**

<b>Date</b>	<b>Name of Organization</b>	<b>Designation</b>
1985-2018	American Society of Appraisers	ASA (Former Sr. Member)
1/15/03	MA Board of Real Estate Appraisers	MRA

**Prepared Residential and/or Commercial Appraisals for:**

Bank of Canton, Canton, MA  
 Boston Private Bank & Trust, Boston, MA  
 Cambridge Mortgage Group, LLC, Hingham, MA  
 Cape Cod Co-operative Bank, Yarmouthport, MA  
 Cape Cod Five, Orleans, MA  
 Chase Home Mortgage Corp., Approved Appraiser #10719  
 City National Bank, Los Angeles, CA  
 Citizens Mortgage Corp., Manchester, NH  
 Citizens-Union Savings Bank, Fall River, MA  
 Community Bank, Brockton, MA  
 Dedham Institution For Savings, Dedham, MA

## **QUALIFICATIONS OF JOSEPH M. CLANCY, APPRAISER (cont'd)**

Eastern Bank, Boston, MA  
Edgartown National Bank, Edgartown, MA  
First Citizens Federal Credit Union, New Bedford, MA  
Florence Savings Bank, Florence, MA  
Harbor One Credit Union, Brockton, MA  
Holbrook Cooperative Bank, Holbrook, MA  
Martha's Vineyard Savings Bank, Edgartown, MA  
Salem Five Mortgage Corp., Plymouth, MA  
Service Credit Union, Portsmouth, NH  
Sovereign Bank, Cape Cod & Islands Region  
Sun Trust Bank, Atlanta, GA  
The Village Bank, Auburndale, MA  
The Washington Trust Company, Westerly, RI  
West Bank, W. Springfield, MA

### Governmental Agencies:

Department of HUD, Boston, MA  
F.D.I.C., E. Hartford, CT  
MassHousing, Boston, MA  
National Credit Union Administration, Braintree, MA

### **EXPERIENCE:**

Full-time appraiser since 1972. Prepared narrative appraisal reports for various banks, towns, and individuals on residential and commercial properties.

### **EXPERT WITNESS:**

Testified before the following tribunals:

- Commonwealth of Massachusetts Appellate Tax Board
- Barnstable County Family & Probate Court
- Barnstable County Superior Court
- Dukes County Family & Probate Court
- Dukes County Superior Court
- Suffolk County Family & Probate Court
- U. S. Bankruptcy Court, Boston, MA
- JAMS (Judicial Arbitration & Mediation Services)

**OTHER:**

- Town of Falmouth – The 300 Committee & Land Bank
- Town of Mashpee – Self-Help Appraisals
- Town of Bourne – Land Bank Committee & Board of Selectmen
- Town of Yarmouth – Land Bank Committee & Board of Selectmen
- Town of Chatham – Land Bank Committee
- Town of Barnstable – The Barnstable Community Preservation Committee

**LICENSE:**

Certified General Real Estate Appraiser, Commonwealth of Massachusetts; License #76, Serial #75706, expires 7/23/2023

**CLANCY APPRAISAL CO., INC.**  
24 Spring Bars Road, Suite 3B  
Falmouth, MA 02540  
(508) 540-9515 – Fax (508) 540-6586  
Email: [info@clancyappraisal.net](mailto:info@clancyappraisal.net)

Fold, Then Detach Along All Perforations

**COMMONWEALTH OF MASSACHUSETTS**  
**DIVISION OF PROFESSIONAL LICENSURE**  
BOARD OF

REAL ESTATE APPRAISERS  
ISSUES THE FOLLOWING LICENSE CERT  
GEN. REAL ESTATE APPRAISER

JOSEPH M CLANCY  
457 CURRIER RD  
E FALMOUTH, MA 02536-4208

*Joseph M. Clancy*  
LICENSEE SIGNATURE

76	07/23/2023	75706
LICENSE NUMBER	EXPIRATION DATE	SERIAL NUMBER



**Town of Falmouth**  
**Planning Department**  
**59 Town Hall Square, Falmouth, MA 02540**

To: Julian Suso, Town Manager

From: Thomas Bott, Town Planner   
Jed Cornock, Assistant Town Planner

Date: November 22, 2021

RE: **0 Nathan Ellis Highway**

At your request, the Planning Department reviewed the real estate appraisal for the subject property, dated September 24, 2021, prepared by Clancy Appraisal Co., Inc in order to provide reasonable options and alternatives for future development.

#### Overview

As the appraisal points out, the subject property currently consists of 4 individual parcels, totaling approximately 31.20 acres, located on the southeastern quadrant of the Route 28 and Route 151 intersection. The surrounding land uses include large areas of open space with some light industrial uses to the north, medium to large lot single family residential and golf courses to the east and south, and smaller lot single family residential with pockets of commercial and light industrial areas to the west.

#### Zoning Review

##### *Dimensional Requirements/Restrictions*

The subject property is located in the Agricultural AA (AGAA) zoning district and the Senior Care Retirement District (SCRD), which have the following dimensional requirements/restrictions:

- Minimum lot size: AGAA = 80,000 square feet; SCR D = 45,000 square feet
- Minimum frontage: AGAA = 150 feet; SCR D = 100 feet
- Minimum lot width: AGAA = 200 feet; SCR D = 150 feet
- Maximum lot coverage: AGAA & SCR D = 20% (structures), 40% (structures, paving, parking)

##### *Permitted Uses*

The following uses are currently permitted for the subject property (*please note, this is not an exhaustive list – it is provided for illustrative purposes only*):

##### Agricultural AA

- 1) One-family detached house,
- 2) Community Service Uses (cemetery, child day-care center, library, school, etc.),
- 3) Municipal Uses (beach, municipal recreation building, park or playground, etc.),
- 4) Other Principal Uses (agriculture, horticulture, floriculture, etc.),
- 5) Accessory Uses (home occupation, roadside stand, wireless communication facility, etc.),
- 6) Special Permit Uses (accessory apartment, airport or landing strip or pad, boat storage, commercial nursery, contractor yard, golf course, television or radio antenna, wind energy system, etc.).

##### Senior Care Retirement District

1) One-family detached dwelling, 2) Bank, 3) Medical clinic, medical and allied health office, 4) Professional office, 5) Public or nonprofit housing for seniors, subject to the requirements of 240-11.6D, 6) Restaurant, Class I or II, 7) Religious institution.

#### **Development Constraints**

Although the subject property has a number of positive attributes (close to a highway interchange, currently undeveloped, large amount of land, etc.), below are some development constraints worth noting:

#### **Utility Easement**

There is an existing utility easement that cuts through the two large parcels, creating potential issues as it relates to crossing the easement, the required setbacks from the easement, and navigating the associated restrictions while working with the utility company.

#### **Frontage**

Although there appears to be frontage along Route 151, the proximity to the Route 28 on/off ramps will likely necessitate coordination with MassDOT and could result in issues or complexity for constructing an entranceway to a new development. There appears to be frontage along Old County Road (town owned unbuilt roadway); however, it is unclear why the road was never built.

#### **Topography**

As noted in the appraisal, the subject property has numerous elevation changes that will likely make new development either challenging or expensive.

#### **Senior Care Retirement District (SCRD) Limitations**

The SCRCD allows a Public or Nonprofit Housing for Seniors use by-right and a Senior Care Retirement Community by Special Permit. Both of these options for senior housing have restrictions that limit their potential at this subject property. Specifically, both the Public or Nonprofit Housing for Seniors use and the Senior Care Retirement Community use cannot have a density of greater than 6 units per acre [§240-11.6D(2) and §240-6.7C(3)] and the Senior Care Retirement Community [§240-6.7C(4)] needs to have a minimum total area of 15 acres. At 6 units per acre within the 6.6-acre SCRCD, not considering setbacks, parking requirements, or lot coverage, the total future Public or Nonprofit Senior Housing and Senior Care Retirement Community would likely be capped at approximately 36 to 48 units (provided that a density bonus [§240-6.7C(12)] would be approved by the Planning Board). Currently, the Special Permit option is not feasible as the SCRCD doesn't meet the 15-acre minimum.

#### **Conclusions**

Considering the allowed uses for both zoning districts and the associated regulations and restrictions, the location of the subject property, and the surrounding land uses, the Planning Department concludes that the highest and best uses for each zoning district would likely include:

Agricultural AA: 1) wireless communication facility, 2) contractor yard, or 3) commercial nursery

Senior Care Retirement District: 1) medical clinic, medical and allied health office, public or nonprofit housing for seniors, 3) professional office.

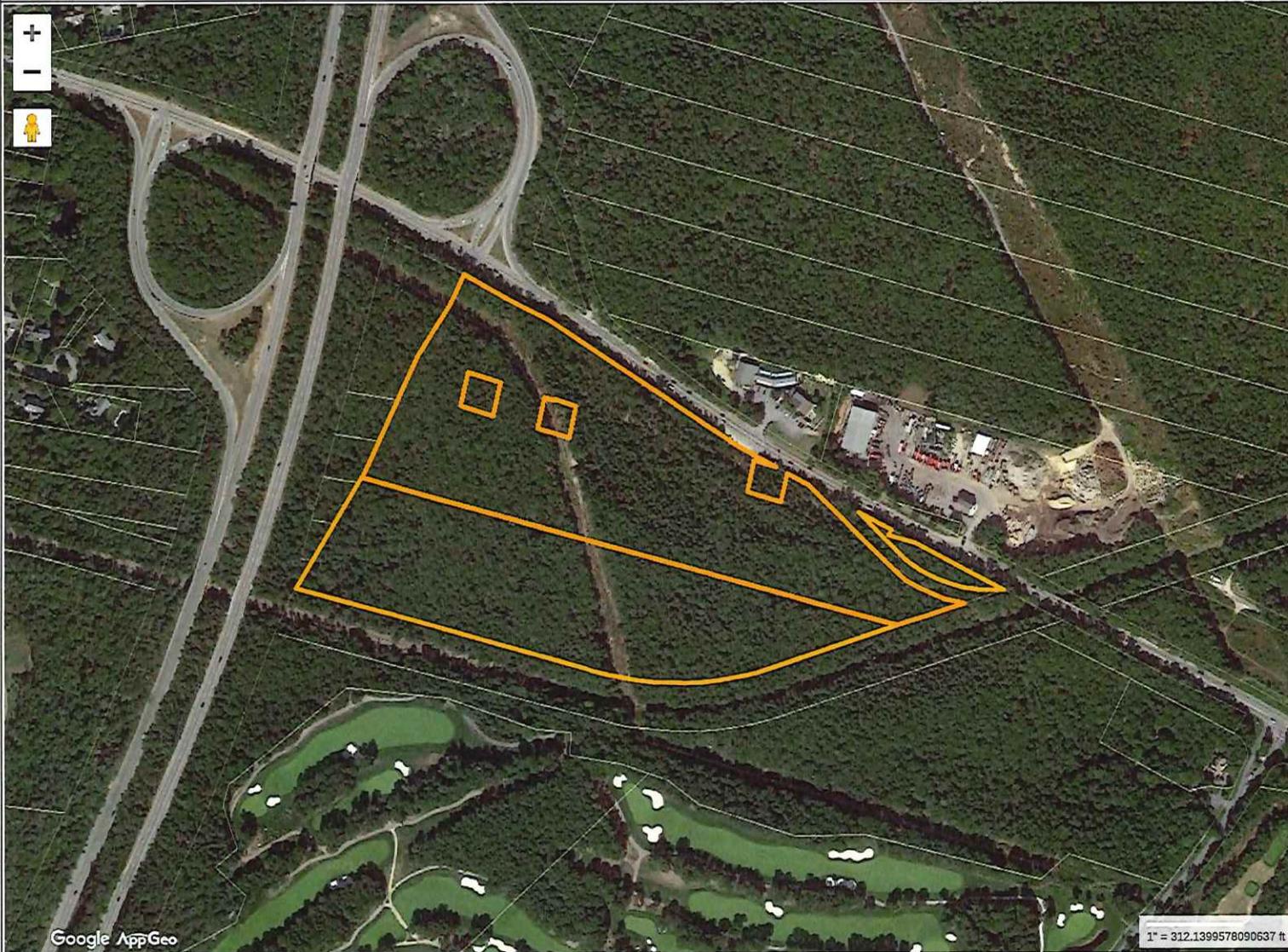
Although, medical office space is one of the possible outcomes for this site, that type of use is typically located close to complementary services (hospitals, pharmacies, etc.), which is not the case here. Moreover, the restrictions for both types of allowable senior housing on the subject property could make that use challenging. If the SCRCD were to be expanded in the future, it would provide a better opportunity for senior housing at that location.

As noted in the appraisal, the town has the opportunity through the Right of First Refusal to purchase the subject property within 120 days of the accepted offer. Purchasing this property could prevent future development or provide the time for the creation of a future undetermined land use that would likely involve working with the Cape Cod Commission. Given the lots configuration and the various easements that cross it, along with its topography it would be a difficult site to develop under the existing zoning. It is also quite likely that the process of development would result in a considerable amount of earthmoving as well, whether it be creating a balanced site or removing material from the site. Removing material from the site would be a likely alternative for a future developer to try to defray some of the site development cost.

**CC:** Frank Duffy, Town Counsel  
Peter Johnson Staub, Assistant Town Manager

**Attachments:** GIS Maps produced by Jed Cornock saved at T:\Projects\O Nathan Ellis Hwy

0 Nathan Ellis Hwy



**MAP FOR REFERENCE ONLY  
NOT A LEGAL DOCUMENT**

Town of Falmouth, MA makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Print map scale is approximate. Critical layout or measurement activities should not be done using this resource.

0 Nathan Ellis Hwy



**MAP FOR REFERENCE ONLY  
NOT A LEGAL DOCUMENT**

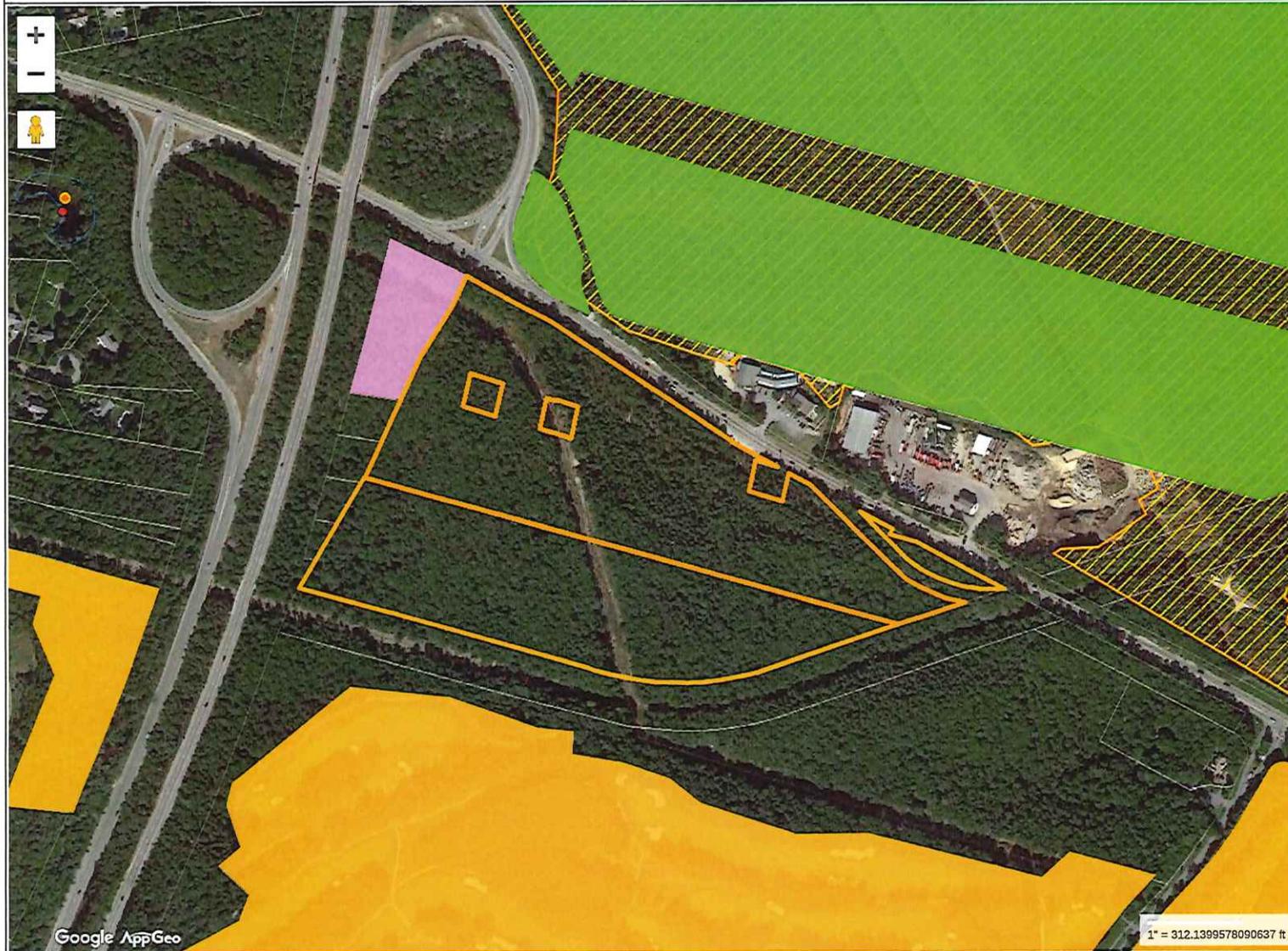
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**Zoning**

- AGA
- AGAA
- AGB
- B1
- B2
- B3
- BR
- CR
- LIA
- LIB
- LIC
- M
- PU
- RA
- RAA
- RB
- RC
- PU
- SCRD

Print map scale is approximate. Critical layout or measurement activities should not be done using this resource.

0 Nathan Ellis Hwy



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NOT A LEGAL DOCUMENT**

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**State DEP Wetlands**

- Shoreline
- Hydrologic Connection
- Mean Low Water Line
- Wetland Limit
- Closure Line
- Reservoir (with PWSID)
- Marsh/Bog
- Wooded Marsh
- Cranberry Bog
- Salt Marsh
- Tidal Flats
- Beach/Dune

**Prime Farm Land Soils**

- ALL AREAS ARE PRIME FARMLAND
- FARMLAND OF STATEWIDE IMPORTANCE
- FARMLAND OF UNIQUE IMPORTANCE

**Water Resource Protection**

- Watershed
- Zone II Wellhead Protection Areas
- Interim Wellhead Protection Area
- Surface Water Protection Zones
- ZONE A
- ZONE B
- ZONE C

**Open Space**

- FEDERAL
- STATE
- COUNTY
- MUNICIPAL
- PUBLIC NON-PROFIT
- LAND TRUST
- CONSERVATION ORGANIZATION
- NON-PROFIT
- PRIVATE
- OTHER
- UNKNOWN

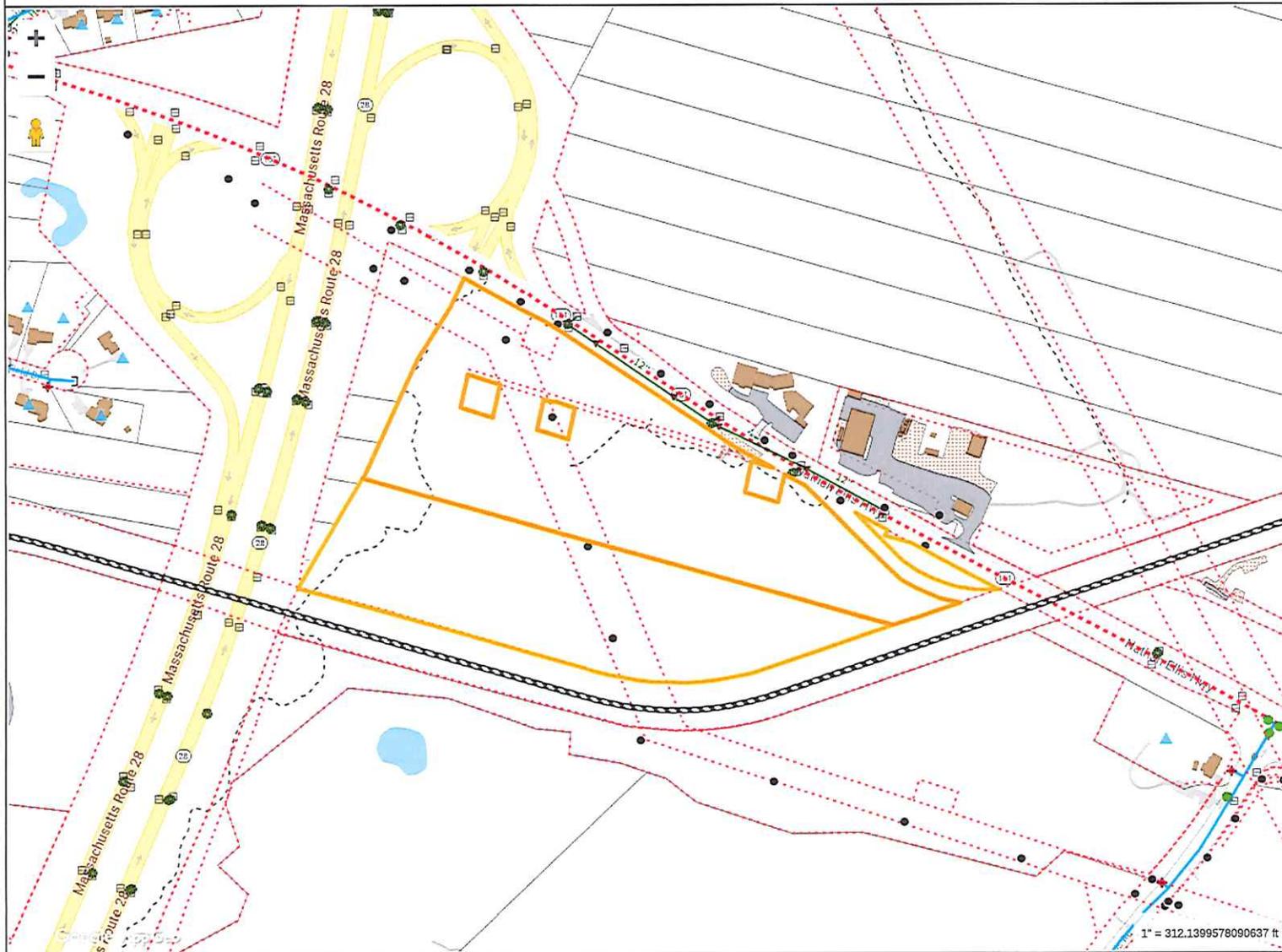
**Natural Resource Protection**

- NHESP Certified Vernal Pools
- NHESP Potential Vernal Pools
- NHESP Priority Habitats of Rare Species
- NHESP Estimated Habitats of Rare Wildlife
- Areas of Critical Environmental Concern

1" = 312.1399578090637 ft

Print map scale is approximate. Critical layout or measurement activities should not be done using this resource.

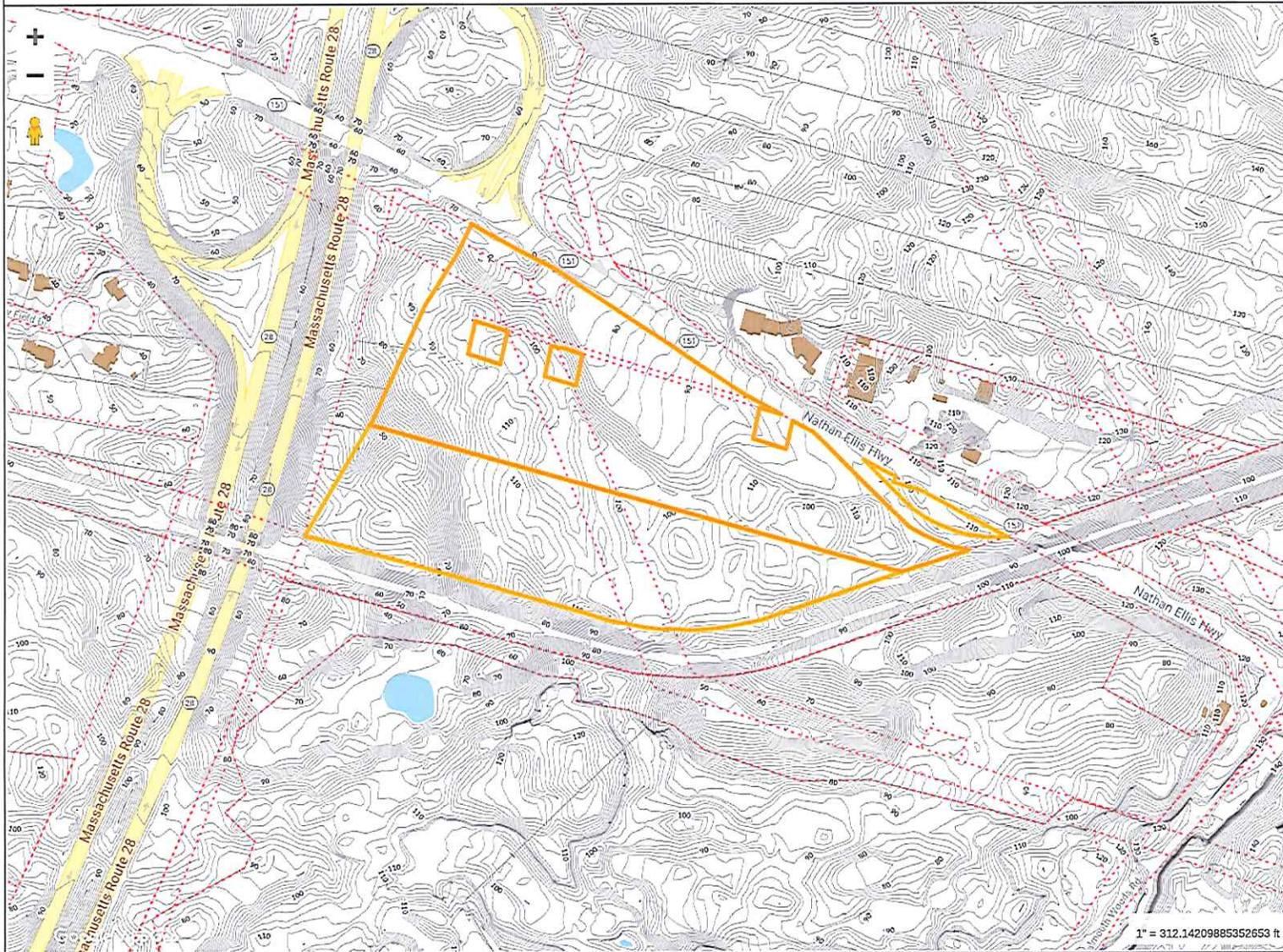
0 Nathan Ellis Hwy



Drainage System		Water System	
	CB		ARV
	D-BOX; DI; LB; LC; LD		Blow Off
	DM; DMH		Coupling
	Leaching Pit		Gate Valve
	Manhole		Pipe End
	Sump		Reducer
	Outfalls		TRN
	All Other Types		Well
	Pipe		Hydrant
			Water Main
			Water Accounts
Sewer System			
	Active WW Account		
	Inactive WW Account		
	Air Release Manhole		
	Boat Pump Out		
	Check Valve		
	Environment One Pump		
	GV, Valve, Valve Pit		
	Reducer		
	Sewer Manhole		
	Tee		
	Wet Well		
	By Pass		Force Main
	Gravity		Low Pressure Sewer
Parking			
	Asphalt		
	Concrete		
	Clint		
	Cobblestone		
	Interpaver		
	Dirt		
	Gravel		
	Unknown		
	Other		

1" = 312.1399578090637 ft

0 Nathan Ellis Hwy



**MAP FOR REFERENCE ONLY  
NOT A LEGAL DOCUMENT**

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Print map scale is approximate. Critical layout or measurement activities should not be done using this resource.

## **BUSINESS**

8. Vote to set Special Town Meeting related to purchase of 31.7-acre property (as needed) (5 minutes)

## **BUSINESS**

9. Determination of conditions to license encroachments at Bucatino's Restaurant, Rt. 151, North Falmouth (5 minutes)

## **Diane Davidson**

---

**From:** Frank Duffy  
**Sent:** Tuesday, November 23, 2021 10:22 AM  
**To:** Julian Suso; Peter Johnson-Staub  
**Cc:** Phyllis Downey; Jim McLoughlin; Christopher Lebherz (lebherzlaw@gmail.com); Diane Davidson  
**Subject:** FW: Bucatino license hearing

Julian: This is a request to license encroachments at the Bucatino's Restaurant at the NF end of Rt. 151. The town engineer has recommended two conditions. The first are ADA and AAB compliance issues which the applicant has agreed to. The second conditions relate to parking and the applicant has indicated it cannot accept the conditions. This office cannot prepare a license for Select Board approval until the board hears from the applicant and determines the appropriate conditions for the license.

Please schedule this for Select Board action on Dec. 6 as "Determination of conditions to license encroachments at Bucatino's Restaurant, Rt. 151, North Falmouth."

---

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

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---

**From:** Christopher Lebherz <lebherzlaw@gmail.com>  
**Sent:** Friday, November 19, 2021 2:34 PM  
**To:** Frank Duffy <frank.duffy@falmouthma.gov>; Phyllis Downey <phyllis.downey@falmouthma.gov>; Julian Suso <julian.suso@falmouthma.gov>; Donald Devaney <don@devaney.com>; Kim Fish <kimberly.fish@falmouthma.gov>; Jim McLoughlin <james.mcloughlin@falmouthma.gov>  
**Subject:** Bucatino license hearing

We look forward to the hearing on December 6th. Please confirm the hearing. The time etc. Please no more delays.

In response to the issues raised by Town Counsel and the Town Engineer, please see the following:

The owner agrees to the Town Engineers first suggestion to maintain the walk and ramp to AAB & ADA standards as required by the building code.

In regards to his second suggestion, we would like to have this discussion with the Selectboard when we meet on December 6th. We feel this is a major construction undertaking that is removed from and not directly pertinent to the work that is being permitted to the building.

We look forward to December 6th. Have a great holiday.

Chris Leberz

## Phyllis Downey

---

**From:** Jim McLoughlin  
**Sent:** Friday, September 24, 2021 3:10 PM  
**To:** Phyllis Downey  
**Cc:** Jennifer Lincoln; Peter McConarty; Jim Grady; Frank Duffy; Scott Schluter  
**Subject:** RE: Plan - Request for Grant of License - 7 Nathan Ellis Highway

**Follow Up Flag:** Follow up  
**Due By:** Monday, September 27, 2021 3:30 PM  
**Flag Status:** Flagged

Hi Phyllis,

We did not request this plan. It can be used as an exhibit to a license if granted by the Board.

With regard to the encroachments on the south side of Route 151, there are disability accommodations. The applicant has provided a certification of compliance for the parking spaces, but not the ramp and access to the building. We recommend that any license granted include a provision that the applicant be responsible for complying with all AAB and ADA requirements for any improvements in the town right of way.

With regard to the parking lot on the north side of Route 151, we note that there are no observable drainage structures and that the pavement is breaking up in some areas. There is also a handicap parking space that accesses the mid-block cross walk across Route 151. Also note that there is additional land in the northerly portion of the parcel that can be used to expand the parking. If the Board were to grant a license for the encroachments on the north side of Route 151, it may want to consider conditioning the license on moving the handicap parking to the south side, and limiting the duration of the license for parking to allow the applicant sufficient time to expand the parking on its land and eliminate the encroachment on the town right of way.

Let us know if any additional information is required.

Thanks,

Jim

---

**From:** Phyllis Downey <phyllis.downey@falmouthma.gov>  
**Sent:** Friday, September 24, 2021 9:49 AM  
**To:** Jim McLoughlin <james.mcloughlin@falmouthma.gov>  
**Cc:** Jennifer Lincoln <jennifer.lincoln@falmouthma.gov>; Peter McConarty <peter.mcconarty@falmouthma.gov>; Jim Grady <jim.grady@falmouthma.gov>; Frank Duffy <frank.duffy@falmouthma.gov>  
**Subject:** Plan - Request for Grant of License - 7 Nathan Ellis Highway

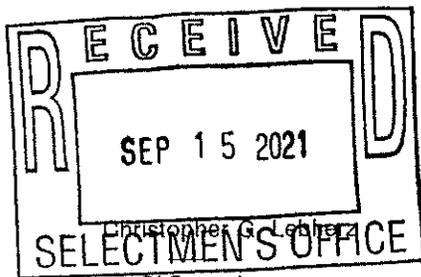
Good morning Jim,

The attorney sent the attached plan but didn't explain how it pertains to the application. Has your office requested an updated plan since September 15<sup>th</sup>? I do note it is signed 9/23.

Thank you,  
Phyllis

**Phyllis Downey**  
Town Administration  
508-495-7325

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



Christopher G. Leberer  
Of Counsel  
Hon. George H. Leberer, Jr. (Ret.)

LEBHERZ & LEBHERZ

Attorneys at Law

(508) 548-6600  
FAX (508) 457-0268

EMAIL: lebherzlaw@gmail.com

September 1, 2021

Falmouth Board of Selectpersons  
Town of Falmouth, MA  
Town Hall Square  
Hand delivered

Attention - Phyllis Downey

Dear Phyllis/Members of the Board:

Pursuant to the email received from Phyllis on August 27, 2021, please consider this letter to be the response of the applicant. I am also enclosing a revised site plan as requested, along with a letter from the applicants architect Rescom, relative to the ADA/AAB issues raised.

The site plan clearly delineates encroachments on both the Northerly and Southerly sidelines of Route 151 (Nathan Ellis Highway) I would first like to add that no new uses or encroachments are proposed whatsoever in the Route 151 layout. The actual proposal concerns a request for an outside bar located to the rear of the Bucatino Restaurant, at a point furthest from Route 151 as practicable. On land clearly owned by the applicant. The encroachments were only recently discovered, although it is very clear that they have existed for a very long period of time.

When discussing Route 151, it is important to distinguish between the road as it exists versus the road as laid out by the Town. The Town layout shows Route 151 as having 80 feet in width. The road as constructed in the area is approximately 24 feet in width (paved surface). Hence we have areas on both the north and south sides of the pavement that are technically part of the road but, functionally not part of the road.

As one can see by the plan, there are encroachments south of the pavement but north of the existing restaurant structure. These include a deck, canopy over deck, ramp, concrete walkway and clamshell parking area. These are areas the applicant requests license to maintain and continue to use. They have been so used for many many years in this same manner.

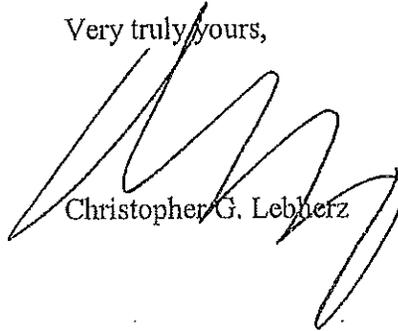
North of the existing pavement and in the Route 151 road layout, the site plan indicates we have 17 parking spaces, a garden bed and fencing which separates the parking area from the paved road. These are areas the applicant requests license to maintain and continue to use. They too have been so used for many many years in the same manner.

The applicant makes no claims relative to title, easement, adverse use or any other legal theory by which one might claim a legal right to maintain these encroachments. The applicant simply states that these uses have gone on for many years, and that it was only recently discovered that they even existed.

In order to go forward with the outside bar project, the Zoning Board is requiring that these encroachments be recognized and that the applicant, at the very least, obtain permission from the Town to maintain them as depicted on the attached plan. Hence this letter and request for the license.

It is our hope that the Board will look favorably on this request and that Bucatino will be well positioned to service the needs of our community in the years to come.

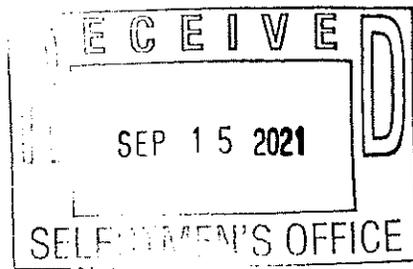
Very truly yours,

A handwritten signature in black ink, appearing to read 'Christopher G. Leberz', is written over the typed name. The signature is stylized with several loops and a long horizontal stroke at the end.

Christopher G. Leberz

CGL:cl  
attachments

**RESCOM**  
ARCHITECTURAL, INC



TEL: (508) 759-9828 FAX: (508) 759-9802  
118 WATERHOUSE RD. BOURNE, MA 02532

September 12, 2021

Town of Falmouth  
Town Square  
Falmouth, MA

Re: #2 and #22 Nathan S. Ellis Highway  
Falmouth, MA

I have reviewed the attached parking plan, dated September 2, 2021, as prepared by D.H. Martin Engineering, Inc. and 521 CMR Architectural Access Board Regulations.

Per table 521 CMR 23.2.1 this property is required to have 3 accessible parking spaces, one of which shall be van accessible. The provided plan shows the accessible parking spaces and all three are sized as van accessible spaces.

I certify that the number of provided accessible parking spaces is in compliance with 521 CMR Architectural Access Board Regulations. Should you have any questions or comments, please do not hesitate to call me.

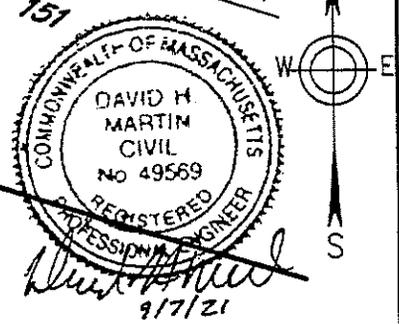
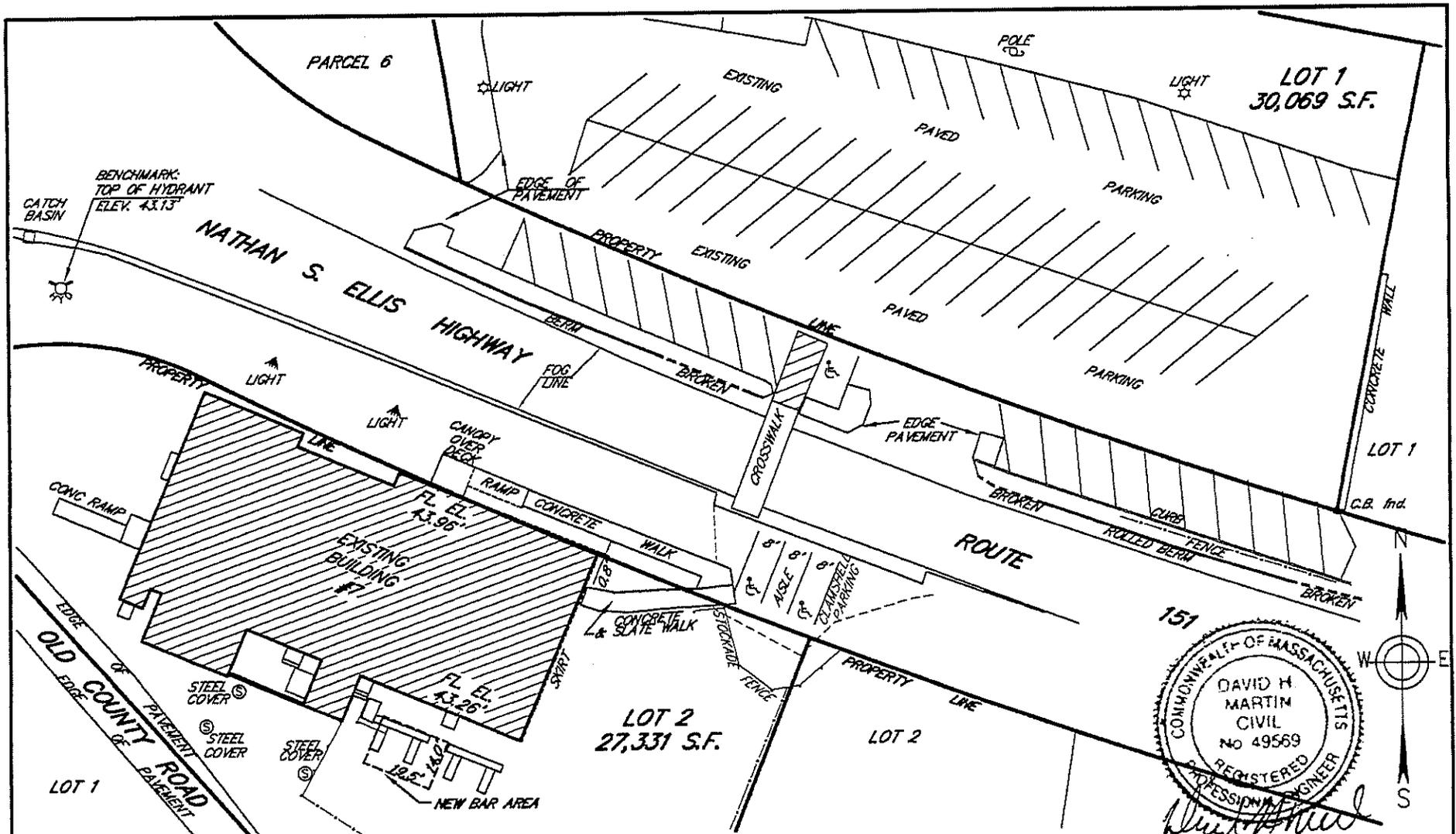
Thank You,

*Gregory B. Siroonian*

Gregory B. Siroonian  
Architect, NCARB

A handwritten signature in black ink, appearing to read "Gregory B. Siroonian". The signature is fluid and cursive, written over a light background.

*RESCOM Architectural, Inc.*  
*Residential & Commercial Architecture*



**GENERAL NOTES:**

1. ASSESSOR'S INFORMATION: 05 10 005A 002 & 05 09 007 001
2. FLOOD ZONE: X (FEMA MAP 25001 C0513J)
3. ZONING DISTRICTS: B2 (LOT 2) & RB (LOT 1)
4. OVERLAY DISTRICTS: MHESP PRIORITY & ESTIMATED HABITATS & FORAGING AREA 2 WOOD FENCE, ISLANDS (LOT 1)
5. ELEVATIONS SHOWN ARE BASED ON NORTH AMERICAN VERTICAL DATUM 1988.

**OWNER:**

ROBERT C. JARVIS & JENNIFER L. JARVIS  
 15 LONGSHANK CIRCLE, EAST FALMOUTH, MA 02536  
 DEED REFERENCE: BOOK 29611 PAGE 30



SCALE: 1 INCH = 40 FEET

**STRUCTURES TO BE LICENSED:**

LIGHTS (2), ENTRY DECK WITH CANOPY, WOOD HC RAMP,  
 CONG. HC RAMP, WALKWAY, HC PARKING (LOT 2)  
 PAVED PARKING AS SHOWN, CURBING AND BERMS,  
 WOOD FENCE, ISLANDS (LOT 1)

**PLAN SHOWING STRUCTURES TO BE LICENSED**

prepared for:  
**#7 & #22 NATHAN S. ELLIS HIGHWAY, FALMOUTH, MA**

D. H. MARTIN ENGINEERING, INC.

ENVIRONMENTAL · CIVIL · GEOTECHNICAL

SCALE: 1"=40'

DES./DRAWN:

APPROVED: D.H.M.

14 QUISSETT AVENUE, BOX 741  
 WOODS HOLE, MA 02543  
 tel. 774-836-0693  
 dhmartineng@gmail.com

DATE: SEPTEMBER 2, 2021

DWG. NAME: 171108TE EXPLONG

SHEET 1 OF 1

## **BUSINESS**

10. Announce April 2022 Town Meeting schedule (5 minutes)



**APRIL 2022 ANNUAL TOWN MEETING**

Select Board Announce Annual Town Meeting .....Monday, December 6, 2021

Close Warrant ..... Friday, January 14, 2022

Select Board Vote Articles & Execute Warrant.....Monday, January 31, 2022

Publish Articles Only .....Friday, February 4, 2022

Presentation on Petition Articles ..... Monday, February 14, 2022

Select Board Vote Recommendations..... Monday, February 28, 2022

Publish Warrant with Recommendations and Mail Warrant Booklets..... Friday, March 18, 2022

Town Meeting..... Monday, April 4, 2022

## **BUSINESS**

11. Presentation on proposed Sustainability Director position for Town of Falmouth – Falmouth Climate Action Network (FalCAN), Rosemary Dreger Carey (10 minutes)

## Diane Davidson

---

**From:** Rosemary Carey [REDACTED]  
**Sent:** Wednesday, December 1, 2021 3:06 PM  
**To:** Falmouth Selectboard; Julian Suso  
**Cc:** Eleanor LIng  
**Subject:** Sustainability Director Position

Dear Chairman Brown and Select Board Members, and Mr. Suso,

I am writing to request a spot on the agenda at the next Select Board meeting, Monday December 6th. I will be representing Falmouth Climate Action Network (FalCAN) an all-volunteer community group that supports the creation of a Sustainability Director position for the Town of Falmouth.

FalCAN plans on submitting a warrant article in the Spring Town Meeting, and would like to get the Select Board's input and hopefully their support. So timing is critical.

We would like to make a brief presentation on the research we have conducted on Sustainability Director positions in other towns, and the benefits that those towns enjoy as a result.

Please let me know when we will be able to present.

Thank you.

Best,

Rosemary Dreger Carey  
[REDACTED]

## **Falmouth Needs a Sustainability Director**

A Recommendation and Request from the community group,  
Falmouth Climate Action Network (FalCAN)

Submitted: November 8, 2021

In Massachusetts, an increasing number of municipalities have hired, or are seeking to hire, a full-time Sustainability Director dedicated to helping their communities prepare for and respond to the daunting challenges posed by the worsening climate crisis. The position enables the Towns to take advantage of the substantial climate-related funding and collaboration opportunities available to all municipalities in the Commonwealth. Competitive grants and utility incentives can bring in hundreds of thousands of dollars to Town revenues for climate-related initiatives, and many of these programs have the added benefit of reducing operating costs with cumulative savings in the millions.

***We urge the Town of Falmouth to create a full-time Sustainability Director position and request that this position be funded in the FY 2023 Town budget.***

### Roles and Responsibilities:

To assist the Select Board Chair and Members in evaluating this request, FalCAN volunteers have conducted research on the roles and responsibilities of a Sustainability Director in six Massachusetts towns and cities, as well as necessary qualifications and salary ranges. While the function varies by municipality, the most common functions of the Sustainability Director position include:

- Provide leadership and accountability in the advancement in the development of clean energy and associated infrastructures;
- Build resilience by strengthening their communities' ability to prepare for and respond to increasingly frequent extreme weather events;
- Serve as liaison with Town Departments and Committees, and community groups to reduce emissions through innovative policies and practices;
- Secure relevant available grant funding for their towns;
- Establish and strengthen municipal partnerships with: the state, county, non-profits, private foundations, and the utilities.
- Provide focus on sustainability and resiliency while recognizing that Town officials are currently fully utilized with little bandwidth to add these responsibilities.

*An example draft of a detailed Sustainability Director Job Description is attached for the Select Board's review.*

Justification/Necessity:

Both the Town of Falmouth and the Commonwealth of Massachusetts mandate that our Town respond to the climate crisis in impactful ways, yet opportunities to create pro-climate policies and programs here in Falmouth are often missed.

- **Local Comprehensive Plan** -- In December 2016, Falmouth adopted its Local Comprehensive Plan. Drafted by the Planning Board, the plan offers guidance and sets goals and action items to help make our Town government "more proactive, responsive, nimble, and resilient in the face of challenges both now and in the years to come." Notably, the Energy section of the document states as its first action, to be completed within two years (i.e. by 2018), to "Better integrate the municipal energy coordinator position in the town hierarchy and structure to oversee and be responsible for progress on meeting the targets of the Energy Element." Also notable is the Energy action item, "Amend the Site Plan Review requirements in the Zoning Bylaw to require an analysis of maximizing solar exposure, as well as a minimum percentage of on-site renewable energy production."

*Five years after adoption of the Local Comprehensive Plan, our Town has fallen short in these target areas, as well as in other critical areas relating to climate action and resiliency. Creation of a Sustainability Director position will allow the Town to ensure the guidelines and action items set forth in the Local Comprehensive Plan are met on a timely basis.*

- **Climate Emergency Declaration** --In June, 2020 Falmouth Town Meeting unanimously passed the "Climate Emergency Declaration," adopting as its policy the objective of "reducing net greenhouse gas emissions from human activity within and by the Town to zero at the earliest technologically and economically feasible time, and requests the Select Board to direct all officers and department of the Town to take such measures within the scope of their respective responsibilities and authority as may be necessary and prudent to facilitate such policy and objective."

*The creation of a Sustainability Director position will enable our town to move from the aspirational goals stated in the Climate Emergency Declaration to making concrete steps to reduce emissions to net-zero by 2050 and ensure we are on a clear path to climate resiliency and long-term sustainability.*

- **Next Generation Roadmap for Massachusetts Climate Policy.** In March 2021, Governor Baker signed into law sweeping legislation that commits Massachusetts to achieve Net Zero emissions in 2050, and establishes an emissions limit of no less than 50% for 2030, and no less than 75% for 2040. The law incentivizes measurable actions on six sectors of the Massachusetts economy - electric power; transportation; commercial and industrial heating and cooling; residential heating and cooling; industrial processes; and natural gas distribution and service.
- **Coastal Resiliency Report.** The Falmouth Coastal Resiliency Action Committee Report of June 2021 recommends the addition of a Coastal Resiliency position. Coastal Resiliency is one part of Sustainability for the town of Falmouth.

*Falmouth would benefit in many ways by having a Sustainability Director. The Director would develop a formal process by which Town Committees and Departments can receive the guidance they need to develop and administer programs and initiatives and meet the goals set by the Falmouth Local Comprehensive Plan, Coastal Resiliency Report, the Climate Emergency Declaration and the state-wide Next Generation Climate Roadmap legislation.*

*The lack of a dedicated position exposes Falmouth to lost opportunities for grant funding, lost savings opportunities in energy efficiency, missed opportunities for collaboration and innovation, and continued stresses on public health from poor air quality, heat stress, flooding, coastal erosion, and other forms of climate disruption. Leadership and coordination by a qualified individual or team will enable Falmouth to achieve our stated goals, save the Town, businesses and residents money and protect public health and safety.*

Conclusion:

*We request that the creation of a Sustainability Director position be considered at the Board of Selectmen's earliest possible meeting, and that a budget line item of \$100,000 per year (which is representative of the salary range indicated in our*

*research) be included in the FY 2023 Budget. We also request that this topic be listed on the next Select Board Agenda.*

Respectfully submitted,

FalCAN Steering Group Members

Eleanor Ling, Chair, Sustainability Director Working Group

Rosemary Dreger Carey

David Mark-Welch

Susan Richman

Geralyn Schad

Falmouth Sustainability Director  
Proposed Job Description  
Submitted: November 8th, 2021

**Position Purpose:**

The Sustainability Director for the Town of Falmouth will develop and administer programs, policies and initiatives to advance the Town's sustainability directives and be specifically responsible for coordinating and implementing sustainability, adaptation, mitigation, resilience and energy-saving programs within the Town's municipal, residential and commercial sectors.

**Supervision Structure:**

The Sustainability Director reports to the Town Manager.

**Duties and Responsibilities:**

Including, but not limited to, the following areas:

Energy Efficiency and Resiliency

- Lead the management of energy use, greenhouse gas emissions, and other environmental data collection efforts; recommend goals, and analyze progress against key performance metrics.
- Collaborate with Town departments regarding energy usage, monitoring, and analysis to coordinate energy efficiency initiatives and practices in municipal, commercial, and residential buildings and facilities.
- Work with the Planning Board to revise zoning bylaws to adopt net-zero stretch codes and other solutions to accelerate the adoption of renewable energy; promote strategies such as rooftop solar in new and existing developments to generate on-site energy for residents and businesses, as well as other performance requirements to enhance energy resiliency for Falmouth residents.
- Work with utility companies and organizations in the improvement of power distribution system infrastructures, such as development of microgrids, smart grids, and underground utility lines.
- Prioritize, resource, strategize, and implement best practices to efficiently and effectively coordinate the development and use of clean renewable energy in Falmouth.
- Develop and implement an incentive program to enhance municipal and community adoption of best sustainability and coastal resiliency practices.

- Participate in negotiation to obtain community benefits from renewable energy initiatives such as Mid and Large Scale Ground-Mounted Solar Array developments and offshore wind energy projects.
- Develop a strategic green infrastructure plan for EV charging stations.

### Coastal Resiliency

- Lead the implementation plan, development of operating budget and management of mitigation and adaptation projects as recommended by the Coastal Resiliency Action Committee.
- Identify opportunities for grants from state and federal sources and coordinate the preparation and submission of applications. Manage grant funding.

### Policy and Implementation

- Prepare, update and implement the Falmouth Climate Protection Plan.
- Develop and prioritize sustainability and coastal resiliency policy recommendations for the Select Board to incorporate into Falmouth's Long Term Strategic Plan.
- Review Falmouth zoning and other bylaws, initiatives, regulatory policies or practices to prioritize improvements and/or changes to meet the MA net-zero Climate Roadmap law by 2050 or sooner.
- Interact with state agencies, the Cape Cod Commission, other municipalities, utility companies, economic sectors, and non-profits related to greenhouse gas reduction, energy resources, grant programs, and other regional planning initiatives to reduce greenhouse gas emissions and prepare Falmouth to meet the MA net-zero climate roadmap law by 2050 or sooner.
- Participate in Cape Cod Commission policy review and development of regulations pertaining to regional impact.
- Analyse and summarize state climate change legislation and advise on the impacts on and opportunities for Falmouth.

### Grant Application and Management

- Apply for Green Communities and other relevant grants related to greenhouse gas reduction, energy resources, and other sustainability initiatives including data management.
- Identify opportunities for sustainability-related funding and/or grants from public and private sources and coordinate the preparation and submission of applications.
- Manage grant fundings.
- Work with surrounding communities to identify joint grant opportunities.

### Sustainable Community Liaison

- Community Education
- Working with Citizens on citizen driven initiatives
- Interface with the Cape Cod Climate Change Collaborative and other regional groups advocating climate action.
- Design and manage advocacy activities to promote energy conservation and efficiency to reduce greenhouse gas emissions.
- Direct promotional activities including creation of print, web and social media content related to renewable energy, climate solutions, sustainability and coastal resiliency.
- Engage community groups, private businesses and other stakeholders to advocate for sustainability and coastal resiliency initiatives.

### **Recommended Minimum Qualifications**

#### **EDUCATION & EXPERIENCE:**

- Bachelor's or Master's degree in Environmental Studies, Energy or Environmental Policy or other related field, plus a minimum of five years of experience in sustainability planning, coastal resiliency, energy efficiency and/or renewable energy market. Any equivalent combination of education, training or experience.
- High degree of technical aptitude required; ability to apply complex and varied analytical skills in order to record and interpret varying statistics.
- Knowledge and experience in sustainability planning, environmental management, climate change, coastal resiliency, energy efficiency, renewable energy and environmental sustainability principles. Previous experience in community engagement, marketing or promotion. Experience in stakeholder engagement, social media marketing and outreach.
- Public sector experience related to climate change is highly desired.
- Possession of a valid Class D motor vehicle operator's license.

#### Knowledge, Ability and Skill

- Thorough working knowledge of state sustainability grants and regulations, financial aptitude and budget management.
- Knowledge of climate change science, organizational change and social behavior change and strategies.
- Knowledge of coastal zone management and adaptation strategies, Net Zero, Stretch-Code, renewable energy, coastal and energy resiliency and other sustainability standards.
- Familiarity with MassSave and Community Choice Aggregation programs.

- Ability to comprehend and apply technical knowledge as it relates to energy uses and conservation; strong analytic and collaboration skills; demonstrated competency in utilizing creative and innovative thinking.
- Ability to research and analyze complex issues and to develop realistic plans, programs and recommendations.
- Ability to successfully facilitate and influence various departmental teams of professional and technical staff to achieve desired goals.
- Ability to establish effective working relationships with state and regional governmental agencies, private sector and trades, and other stakeholders.
- Ability to comprehend and apply technical knowledge as it relates to energy uses and conservation; strong analytic and collaboration skills; demonstrated competency in utilizing creative and innovative thinking.
- Proficient in Spreadsheet applications, data management, and statistical interpretation. Ability to convert data from one unit to another. Ensures accuracy of data and analyzes results by organizing information and presenting it verbally, in writing, and graphically in user-friendly ways.
- Skilled in persuasive speaking and writing.
- High proficiency with Microsoft Office and data analysis software.
- Ability to present complex scientific and technical data and concepts for a general audience.
- Demonstrated greenhouse gas accounting and management skills, as well as grant writing and program management skills for climate-related projects.
- Proven ability for developing, implementing, and maintaining environmental management programs related to climate change.
- Experience in developing public education/ communication programs related to sustainability and coastal resiliency.
- Excellent verbal and written communication and presentation skills. Superior organizational skills.
- Travel may occasionally be required primarily within local and occasionally state geography.

**Annual Salary Range: \$95-120k**

## **BUSINESS**

12. Discuss and Vote 2022 Select Board meeting calendar (10 minutes)

# January 2022

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					31 <i>New Year's Eve observed</i>	1 <i>New Year's Day</i>
2	3 <i>Budget Presentation</i>	4	5	6	7	8
9	10 <i>Select Board Meeting</i>	11	12	13	14 <i>Budget due to Finance Committee</i>  Close Warrant	15
16	17 <i>Martin Luther King, Jr. Day</i>	18	19	20	21	22
23	24	25	26	27	28	29
30	31 <i>Select Board Meeting</i>					

# February 2022

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14 <i>Select Board Meeting</i>	15	16	17	18	19
20	21 <i>Presidents' Day</i>	22	23	24	25	26
27	28 <i>Select Board Meeting</i>					

# March 2022

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13 <i>Daylight Saving Time begins</i>	14 <i>Select Board Meeting</i>	15	16	17	18	19
20	21	22	23	24	25	26
27	28 <i>Select Board Meeting</i>	29	30	31		

# April 2022

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4 <i>Town Meeting</i>	5	6	7	8	9
10 <i>Palm Sunday</i>	11 <i>Select Board Meeting</i>	12	13	14	15 <i>Good Friday</i> <i>Passover begins at Sun- down</i>	16
17 <i>Easter</i>	18 <i>Patriot's Day</i>	19	20	21	22	23
24	25 <i>Select Board Meeting</i>	26	27	28	29	30

# May 2022

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8 <i>Mother's Day</i>	9 <i>Select Board Meeting</i>	10	11	12	13	14
15	16	17 <i>Town Election</i>	18	19	20	21
22	23 <i>Select Board Meeting</i>	24	25	26	27	28
29	30 <i>Memorial Day</i>	31				

# June 2022

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6 <i>Select Board Meeting</i>	7	8	9	10	11
12	13	14 <i>Flag Day</i>	15	16	17	18
19 <i>Father's Day</i> <i>Juneteenth</i>	20 <i>Select Board Meeting</i>	21	22	23	24	25
26	27	28	29	30		

# July 2022

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4 <i>Independence Day</i>	5	6	7	8	9
10	11 <i>Select Board Meeting</i>	12	13	14	15	16
17	18	19	20	21	22	23
24	25 <i>Select Board Meeting</i>	26	27	28	29	30
31						

# August 2022

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8 <i>Select Board Meeting</i>	9	10	11	12	13
14	15	16	17	18	19	20
21	22 <i>Select Board Meeting</i>	23	24	25	26	27
28	29	30	31			

# September 2022

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5 <i>Labor Day</i>	6	7	8	9	10
11 <i>Patriot Day</i>	12 <i>Select Board Meeting</i>	13	14	15	16	17
18	19	20	21	22	23	24
25	26 <i>Select Board Meeting</i>	27	28	29	30	

# October 2022

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3 <i>Select Board Meeting</i>	4	5	6	7	8
9	10 <i>Indigenous Peoples Day</i>	11	12	13	14	15
16	17	18	19	20	21	22
23	24 <i>Select Board Meeting</i>	25	26	27	28	29
30	31					

# November 2022

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6 <i>Daylight savings time ends</i>	7 <i>Select Board Meeting</i>	8 <i>Election Day</i>	9	10	11 <i>Veteran's Day</i>	12
13	14 <i>Town Meeting? (TBD)</i>	15	16	17	18	19
20	21 <i>Select Board Meeting</i>	22	23	24 <i>Thanksgiving</i>	25 <i>Day after Thanksgiving</i>	26
27	28	29	30			

# December 2022

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5 <i>Select Board Meeting</i>	6	7	8	9	10
11	12	13	14	15	16	17
18 <i>Hanukkah begins at sundown</i>	19 <i>Select Board Meeting</i>	20	21	22	23	24
25 <i>Christmas Day</i>	26 <i>Christmas Day observed</i>	27	28	29	30	31 <i>New Year's Eve</i>

## **BUSINESS**

13. Annual License Renewals (10 minutes)

**ALL ALCOHOL RESTAURANT**

Bear in Boots Burger Bar, 285 Main Street  
Grumpy's Pub, 29 Locust Street  
La Cucina sul Mare, 237 Main Street  
The Cape Club, 125 Falmouth Woods Road

**ALL ALCOHOL PACKAGE STORE**

John's Liquors, 729 Main Street

**ALL ALCOHOL CLUB**

Falmouth Elks Lodge, 140 Palmer Avenue  
Falmouth Yacht Club, 290 Clinton Avenue  
Portuguese American Assn. of Falmouth, Inc., 55 Ashumet Road

**ALL ALCOHOL INNHOLDER**

Falmouth Holiday Inn, 291 Jones Road

**WINE AND MALT RESTAURANT**

Bangkok Thai Cuisine, 291 Main Street  
Steve's Pizzeria, 374 Main Street

**FARMER BREWERY**

Bad Martha's, 876 East Falmouth Highway

**WINE & MALT PACKAGE STORE**

Ocean State Job Lot, 50 Teaticket Highway

**COMMON VICTUALLER**

Bad Martha's, 876 East Falmouth Highway  
Bear in Boots Burger Bar, 285 Main Street  
Coonamesett Farm, 277 Hatchville Road  
Dunkin Donuts, 634 Holly Park Road  
Dunkin Donuts, 363 East Falmouth Highway  
Dunkin Donuts, 1184 Sandwich Road  
Dunkin Donuts, 4 Sandwich Road  
Dunkin Donuts, 614 Main Street  
East Falmouth Subway, LLC, 236 Teaticket Highway  
Eat Your Heart Out Café, 587 Main Street  
Falmouth Elks Lodge, 140 Palmer Avenue  
Falmouth Holiday Inn, 291 Jones Road  
Falmouth Yacht Club, 290 Clinton Avenue  
Grumpy's Pub, 29 Locust Street  
La Cucina sul Mare, 237 Main Street  
Moonakis Café, 460 Waquoit Highway  
Prime Time House of Pizza, 743 County Road  
Steve's Pizzeria, 374 Main Street  
Supreme Pizza, 147 Teaticket Highway  
The Cape Club, 125 Falmouth Woods Road

**ENTERTAINMENT**

Bad Martha's, 876 East Falmouth Highway  
Coonamesett Farm, 277 Hatchville Road  
Falmouth Yacht Club, 290 Clinton Avenue  
Grumpy's Pub, 29 Locust Street  
La Cucina sul Mare, 237 Main Street  
Portuguese American Assn. of Falmouth, Inc., 55 Ashumet Road

The Cape Club, 125 Falmouth Woods Road

**SUNDAY ENTERTAINMENT**

Bad Martha's, 876 East Falmouth Highway  
Coonamessett Farm, 277 Hatchville Road  
Falmouth Yacht Club, 290 Clinton Avenue  
Grumpy's Pub, 29 Locust Street  
La Cucina sul Mare, 237 Main Street  
The Cape Club, 125 Falmouth Woods Road

**INNHOLDER**

Falmouth Holiday Inn, 291 Jones Road

**AUTOMATIC AMUSEMENT DEVICES**

Falmouth Elks Lodge, 140 Palmer Avenue  
Grumpy's Pub, 29 Locust Street

**CLASS II USED CARS**

Costa's Auto Body, 222 Carriage Shop Road  
Falmouth Auto Works, Inc., 151 Worcester Court  
Falmouth Motorcar, Inc., 716 Teaticket Highway  
Savon Hatem, 561 Thomas Landers Road

**VEHICLE FOR HIRE**

AA Taxi, 90 Boxberry Hill Road  
Falmouth Taxi, 424 East Falmouth Highway

## **BUSINESS**

14. Review and Vote to Approve Minutes of Meetings (5 minutes)  
Public Session – November 22, 2021

**TOWN OF FALMOUTH**  
**SELECT BOARD**  
**Meeting Minutes**  
**MONDAY, NOVEMBER 22, 2021**  
**SELECT BOARD MEETING ROOM**  
**TOWN HALL**  
**59 TOWN HALL SQUARE, FALMOUTH, MA 02540**

Present: Doug Brown, Chair; Onjalé Scott Price; Sam Patterson.

Remote Participation: Nancy Taylor, Vice Chair.

Absent: Megan English Braga.

Staff Present: Julian Suso, Town Manager; Peter Johnson-Staub, Assistant Town Manager; Frank Duffy, Town Counsel; Greg Frasier, Marine and Environmental Services Director and Harbor Master.

1. Chair Brown called the open session to order at 6:30 p.m. and motioned to convene the executive session under 1. M.G.L. c.30A s.21(a)(3) – Collective bargaining – Vote to affirm Memorandum of Agreement (MOA) – Police Patrol Union and 2. M.G.L. c.30A s.21(a)(3) – Collective bargaining – Vote to affirm Memorandum of Agreement (MOA) – Police Lieutenants Union because to not go into executive session could prejudice ongoing negotiations. Mr. Patterson seconded the motion. It was followed by a unanimous roll call vote in Open Session to go into Executive Session for the purpose of discussing the above-listed items, and to return to Open Session after discussion. Roll Call Vote: Chair Brown, aye; Patterson, aye; Taylor, aye; Scott Price, aye.
2. Chair Brown reconvened the open session at 7pm.
3. Pledge of Allegiance
4. Recognition

Scott Price noted Carla Feroni is leaving the Town after four years as the Housing Coordinator, she has done a lot of good work for affordable housing.

Scott Price thanked Town Meeting Members in voting in favor of the articles put forward for affordable housing.

Chair Brown said a local women's dog has been harassed by a coyote and asked that people not feed the coyotes because they may then become habituated to humans.

5. Announcements  
The Select Board ratified the collective bargaining agreements for the Police Patrol and Police Lt. Unions.

Mr. Suso confirmed the upcoming Lighting of the Town Common event Saturday, 12/4/21 at dusk. 12/5/21 will be the Town's annual Christmas Parade at noon.

6. Public Comment  
Alan Robinson announced the Second annual fall Falmouth litter event, 12/4 and 12/5 to pick up litter in Falmouth. All can be part of Litter Free Falmouth, for more information email [mesohc@yahoo.com](mailto:mesohc@yahoo.com) and on Facebook at LFF. Over the last two months, nip sales ban in effect in Falmouth, people have told him they are seeing fewer nips on the streets, he thanked the Select Board and Town Meeting for their support.

Mark Finneran congratulated Alan Robinson for winning an award for his work reducing litter, he has worked hard the last couple years with many others. Once past Route 151 notice the highway has more litter and there is much more litter in Bourne.

Patterson wished all a great Thanksgiving.

#### 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  
**Patterson motion approval. Second Scott Price. Roll Call Vote: Chair Brown, aye; Scott Price, aye; Patterson, aye; Taylor, aye. Absent: English Braga.**

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.  
**Patterson motion approval. Second Scott Price. Roll Call Vote: Chair Brown, aye; Scott Price, aye; Patterson, aye; Taylor, aye. Absent: English Braga.**
- b. Vote to Adopt an Order of Taking Winthrop Drive (east side) as authorized by November 2021 Town Meeting  
**Patterson motion approval. Second Scott Price. Roll Call Vote: Chair Brown, aye; Scott Price, aye; Patterson, aye; Taylor, aye. Absent: English Braga.**
- c. Approve Grant of License to Nandu J. Marketkar & Jean M. Marketkar to maintain encroachments onto Grand Avenue at 159 Grand Avenue, Falmouth  
**Patterson motion approval. Second Scott Price. Roll Call Vote: Chair Brown, aye; Scott Price, aye; Patterson, aye; Taylor, aye. Absent: English Braga.**
- d. Approve Grant of License to Aspen Holdings, LLC to maintain encroachments at 203 Walker Street Falmouth  
**Patterson motion approval. Second Scott Price. Roll Call Vote: Chair Brown, aye; Scott Price, aye; Patterson, aye; Taylor, aye. Absent: English Braga.**
- e. Approve Grant of License to Sypek Investments, LLC to maintain encroachments at 16 Worcester Court, Falmouth  
**Patterson motion approval. Second Scott Price. Roll Call Vote: Chair Brown, aye; Scott Price, aye; Patterson, aye; Taylor, aye. Absent: English Braga.**
- f. Approve regulatory agreement for affordable housing development - Megansett Crossing LLC located at 676 North Falmouth Highway

Johnson-Staub explained that this is boiler plate agreement of the Local Initiative Program for Megansett Crossing, the Select Board previously voted approval of the funding through the Falmouth Affordable Housing Fund.

Mike Galasso was present to answer any questions and said Carla Feroni has done work with him and she will be missed; he noted the work on the working group that led to approval of the three articles last week at Town Meeting. He is trying to break ground before the end of the year, he is concerned about who will fill in for Feroni at this time and if it is possible for her to extend her stay part time to the end of the year.

Mr. Suso said they are in contact with Carla Feroni, but it is not appropriate to discuss personnel issues with the Select Board.

**Scott Price motion approval 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. Second Patterson. Roll Call Vote: Chair Brown, aye; Scott Price, aye; Patterson, aye; Taylor, aye. Absent: English Braga.**

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

**Patterson motion approval of the application for the Mass Wildlife Climate Change Resilience Grant Opportunity of \$20,587 to improve sandplain grasslands at Coonamessett**

**Reservation. Second Scott Price. Roll Call Vote: Chair Brown, aye; Scott Price, aye; Patterson, aye; Taylor, aye. Absent: English Braga.**

**7:30 p.m. PUBLIC HEARINGS**

1. Fee Hearing – Discuss and Vote to Establish and Promulgate Fees for 2022 (15 minutes)  
Chair Brown read the hearing notice.

Scott Price asked about beach parking for motorcycles, does each motorcycle get their own space? Chair Brown said they take up a space and it is unknown why they have not been charged before.

Maggie Clayton, Acting Beach Superintendent, the motorcycle proposal was brought forth by the Beach Committee, at this time Motorcycles are let in without a sticker because they were not parked in legal space. There are motorcycles that are built large and wide enough that it would take up a space. If this is taken on, it would be it would be one legal space for each motorcycle. She will update the Select Board on the finer points of implementing the motorcycle plan, including a plan if party with multiple motorcycles wanted to share one legal space.

Taylor believes they should be in a legal spot and charged to be in that space.

Suso is not aware of any spaces in Town where motorcycles park more than 1 per space.

Margie Mitchell, Beach Department Chair, thanked the Select Board for approval of these recommendations. The motorcycle policy is new and needs some homework. Resident stickers or swimming lesson prices were not raised.

**Taylor motion approval of the Beach Department fees as recommended. Second Scott Price. Roll Call Vote: Chair Brown, aye; Scott Price, aye; Patterson, aye; Taylor, aye. Absent: English Braga.**

**Scott Price motion approval of the Health Department fees as recommended. Second Patterson. Roll Call Vote: Chair Brown, aye; Scott Price, aye; Patterson, aye; Taylor, aye. Absent: English Braga.**

**Taylor motion approval of the Marine and Environmental Services, harbor master, moorings, and waterways fees as recommended. Second Scott Price. Roll Call Vote: Chair Brown, aye; Scott Price, aye; Patterson, aye; Taylor, aye. Absent: English Braga.**

Marine, Environmental Services shell fishing license removes commercial full time student fee, including college students. Frasier said it will be \$300 across the board.

**Scott Price motion approval of the Marine and Environmental Services shell fishing license fees. Second Patterson. Roll Call Vote: Chair Brown, aye; Scott Price, aye; Patterson, aye; Taylor, aye. Absent: English Braga.**

**Recreation Department**

Scott Price asked if sliding scale or options for low income students who want to participate.

Joe Olenick, Recreation Department Director, explained the policy for participants who may be unable to pay the fees: school adjustment counselor sends a recommendation for waiver of the fee, try to take maximum of 5 kids per school but they have never said no to any child. Nonprofit youth groups are not usually charged to use the building.

**Scott Price motion approval of the Recreation Department fees. Second Patterson. Roll Call Vote: Chair Brown, aye; Scott Price, aye; Patterson, aye; Taylor, aye. Absent: English Braga.**

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)

Chair Brown read the hearing notice.

Patricia Johnson, North Falmouth, petitioner who asked for this presentation and read a statement. She has lived/owned property there since 1963, she was the "instigator" in last police review that resulted in the 35mph determination. She has driven many miles in Falmouth, observed speed limit signs, and noted there is a lot of inconsistency. Many streets had no speed signs; some she felt were similar to Wild Harbor Rd. already have 35mph signs. In the last 18 years there have been at least 40 new or renovated houses in the area; shining sea bikeway extended to North Falmouth, more year round residents in subdivisions off Wild Harbor Rd., yacht club expanded its sailing program. There are no sidewalks for 7/10 of a mile, always walkers, the road is dangerous to bike and walk on. Reduce the # of 35 mph signs; there are too many and encourage drivers to drive 35 mph. There are 35 mph signs as turn onto Wild Harbor Rd. and another where there is no sidewalk. She would like the Town to work with her, Traffic Advisory Committee, and the North Falmouth Village Association on recommending this; the signs should be 30mph on Wild Harbor Rd. She would like some share the road signs on the road as well. The Traffic Advisory Committee recommended this to the Town 2-3 times.

**Public Comment:**

Leonard Johnson, Wild Harbor Rd., he has experience on Wild Harbor Rd. when he was bicycling along, someone in a car will tell him to get on the sidewalk. Under MA law cyclists have equal right to the road as automobiles and that is why they need share the road signs posted. When people have come before the Town with ideas, often the Town says no. He believes everyone would be better served if the Town's response was if it's a good idea let's see if we can make it happen.

Cynthia Borge, 194 Old Main Rd., North Falmouth Village Association is trying to put comprehensive plan to deal with the crisis in North Falmouth village. She walks in morning and at night, the speed of vehicles traveling from Pine Street and into Wild Harbor Rd. is a concern to her, people go incredible amounts of speed, there have been several accidents, this is a severe safety issue, and they are getting their plans/proposals together to present to the Select Board. She supports this petition for public safety and protect people.

Raymond Galassa supports this petition, lives on Quaker Rd. and uses Wild Harbor Rd. daily; a lower speed limit would help make it safer and help keep people on their side of the road.

Scott Price motion to close hearing. Second Patterson. Roll Call Vote: Chair Brown, aye; Scott Price, aye; Patterson, aye; Taylor, aye. Absent: English Braga.

Chair Brown motion 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. Second Patterson. Roll Call Vote: Chair Brown, aye; Scott Price, aye; Patterson, aye; Taylor, aye. Absent: English Braga.

**BUSINESS**

1. Wind Turbine Disposition – Status Update (15 minutes)  
Suso noted Jennifer Mullen and Chris Morog, Special Counsel, who he is working with on disposition of the turbines.

Jennifer Mullen and Atty. Morog made a PowerPoint presentation. Reviewed the history, this cannot be an energy project.

Atty. Morog said there is not a lot of precedent in MA for removal and can take time. They worked with the AGO Bid Protest Unit to do it without so much detail. Weston and Sampson contracted to produce the bid

documents. Wind turbines got integrated in with power delivery for the wastewater treatment plant, the Town's agreement with Eversource is being addressed as well; interconnection agreements with Eversource transferred the liability and responsibility for electrical service to the Town for the wastewater treatment plant and turbines. If it is transferred back to Eversource, some equipment will need to be updated with Eversource's design. Things need to be cut and capped in a certain way, updated to the new standards. Best to do this through upgrades to the wastewater treatment plant. Goal is to remove turbines and then deal with upgrades necessary. Decided to leave lines in place, the foundation from the turbines and main lines intact, but with new switchgear and connections. Looking to meet with the Clean Water Trust to review potential resolution of the Town's liability. Leave bid open for 90 days, to have a long window to get as many bids as possible and push into season it would be better to remove it. Intend to give 4 month window to complete the project. Hoping to issue the bid mid-late December.

Patterson asked where we stand on obligation of loan to Clean Water Trust? At this time still speaking with Clean Water Trust. Suso said it was a federal grant, but an ongoing obligation to pay off loan for Wind 1, this is a grant the Clean Water Trust is holding the Town responsible to repay.

Public Comment:

Mark Finneran suggested the idea of a repeater or cell phone tower. Brought up the idea of zip lines, there are clear lines to a couple of beaches.

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)

Dana Rodin, Director/ VP Quissett Harbor Association and Land Trust. MGL Ch. 90 s18b allows for adoption of speed limit. This was adopted by Town Meeting. He noted that 1. Road conditions due to attraction of the Knob and Community facilities on the land trust property and moorings. Knob is a popular destination year round and increased volume of walkers on the road and there is no sidewalk and little opportunity to get off the road. Heavy volume of turnaround trips due to dead end, few parking spaces. Blind curves. Parking at the boatyard forces cars over the center line. People seeking sunset view and it's very busy at that time. 2. MA DOT speed zoning manual section on this special statute and it's attachment E in the documents he provided to the Select Board. He read from the guideline, section 10C safety zones intended to be used where there are vulnerable road uses at parks and playgrounds. The Knob is promoted in the media. The areas of potential conflict that this provision 18B is intended to deal with, three parking areas, boatyard driveway, and dead end turn around. Last criteria, zone B over ¼ of a mile, and it's about 4/10's of a mile. The 20mph speed limit would increase reaction time drivers have to respond to situations and reducing potential for personal injury or death. Hope for Select Board approval of this designation in interest of public safety and support for the groups who are running a public recreation area on private property at private expense. If this is granted the hope is that there may be some coordination of placement of the signs with FPD and the DPW.

Patterson thanked the trust for keeping this open for the public access. The request is legitimate and arguments for it are objective.

Taylor walks dogs on the road and urges the Select Board to support this, it is a matter of public safety and reducing speed limit is a very good start.

Johnson-Staub noted the speed limit fits within the recently adopted regulation for safety zone at 20mph.

Atty. Duffy said there are different statutes available, section 18 to set a speed limit. No public hearing is needed for this.

Scott Price drove students there this summer to visit the knob because of the safety issues on that road.

**Scott Price motion read from the packet. Second Patterson. Roll Call Vote: Chair Brown, aye; Scott Price, aye; Patterson, aye; Taylor, aye. Absent: English Braga.**

Public Comment: none.

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

**Patterson motion approval. Second Scott Price. Roll Call Vote: Chair Brown, aye; Scott Price, aye; Patterson, aye; Taylor, aye. Absent: English Braga.**

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

**Scott Price motion approval. Second Patterson. Roll Call Vote: Chair Brown, aye; Scott Price, aye; Patterson, aye; Taylor, aye. Absent: English Braga.**

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 Quisset Avenue

**Scott Price motion approval. Second Patterson. Roll Call Vote: Chair Brown, aye; Scott Price, aye; Patterson, aye; Taylor, aye. Absent: English Braga.**

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  
**Scott Price motion approval. Second Patterson. Roll Call Vote: Chair Brown, aye; Scott Price, aye; Patterson, aye; Taylor, aye. Absent: English Braga.**

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  
Chapoquoff 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

**Chair Brown motion approval. Second Patterson. Roll Call Vote: Chair Brown, aye; Scott Price, aye; Patterson, aye; Taylor, aye. Absent: English Braga.**

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 Lane  
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

**Patterson motion approval. Second Scott Price. Roll Call Vote: Chair Brown, aye; Scott Price, aye; Patterson, aye; Taylor, aye. Absent: English Braga.**

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  
Scott Price motion approval. Second Patterson. Roll Call Vote: Chair Brown, aye; Scott Price, aye; Patterson, aye; Taylor, aye. Absent: English Braga.

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

Chair Brown explained that at the last Assembly of Delegates meeting they discussed whether appropriate to supplement the academy on JBCC in amount of \$170,000. In 2019 \$102,000 in grants was to get it started, expected it to be self-sustaining. They have training staff and realizing it is not sustainable and assembly members are concerned that they cannot fund something that is not sustainable. An audit was done which showed insufficient budgeting and expenses vs. revenue. They found out there was a Memorandum of Understanding between the management of academy and the County, the Assembly members received the MOU the day after the discussion. This was signed but not implemented by the County, the MOU is clear that County staff and officials offered to do the financial oversight and supervision and police officials offered to do the training. This puts the responsibility back on the County. Chair Brown was looking for ways to get support for the academy's continued operation. The Assembly of Delegates will discuss it again next week. Chief Dunne is petitioning the State to take over the financial management of the academy.

Suso said they could consider raising the tuition for each cadet and possibility of State providing funding. Debate where County has over \$40 million in ARPA funding, the County could consider using some of that money to facilitate the provision of additional first responders on the Cape as a stop gap as they pull together what they want to do.

Patterson is not inclined to mend this problem that has been created, it is in the Town's interest to pay the cost of having officers trained at this facility. He would like to hear more, including if the County has more sources of revenue to cover the cost.

5. Review and Vote to Approve Minutes of Meetings (5 minutes)
  - Public Session  
November 8, 2021  
Patterson motion approval as edited and release for public access. Scott Price second. Roll Call Vote: Chair Brown, aye; Scott Price, aye; Patterson, aye; Taylor, aye. Absent: English Braga.  
  
November 15, 2021  
Patterson motion approval as edited and release for public access. Scott Price second. Roll Call Vote: Chair Brown, aye; Scott Price, aye; Patterson, aye; Taylor, aye. Absent: English Braga.
6. Individual Select Board Members' Reports (5 minutes)

Scott Price:

Scott Price inquired about the project on Main St for Senior Housing. Suso said it has received conditional approval for that project and they can apply for State funding assistance.

Patterson:

Cape and Islands Selectman's Council focus on PFAS in our aquifer from various sources. He requested report from the Water Superintendent, so we understand what we are treating. There are a number of municipalities with numbers above the currently recognized safety levels. Chair Brown said there was a commitment by the Air Force to pay for the Mashpee contamination and they offered assistance with Fresh Pond. Chair Brown would like to see what Air Force commitment is and noted that we may need the carbon filtration on all wells.

Attended Eagle Scout Court of Honor.

Chair Brown: Assembly of Delegates discussed the \$40 million in ARPA funds, the Commissioners thought they were in sole control of that fund and the Assembly believes the funds are subject to appropriation through the standard process by the legislative body. This will be discussed further at the next meeting.

7. Town Manager's Report (5 minutes)

Suso said steady progress on online permitting, now internal testing.

Internal work is being done on fiscal year 2023 operating budget.

Town hall and administrative offices closed 11/24 and 25 for the Thanksgiving Holiday.

Next regular Select Board business meeting 12/6/21 and include discussion of the right of first refusal of property off Route 151.

**Patterson motion to adjourn at approximately 8:45pm. Second Scott Price. Roll Call Vote: Chair Brown, aye; Scott Price, aye; Patterson, aye; Taylor, aye. Absent: English Braga.**

Respectfully Submitted,  
Jennifer Chaves  
Recording Secretary

## **BUSINESS**

### 16. Town Manager's Report

## REPORT

TO: Falmouth Select Board Members

FROM: Julian M. Suso

DATE: December 3, 2021



- The Board will convene with a fairly challenging agenda on Monday evening at your first business meeting of December. This will include some significant, time-sensitive items. As a reminder, as we near year-end the Board frequently receives requests from multiple entities asking to take up various subjects with the Select Board which those entities feel are significantly urgent. This is understandable and predictable – as past experience has clearly demonstrated, the lion’s share of those “year-end urgencies” can reasonably await Board deliberation in the first quarter of the coming year. Our major challenge is to complete the clearly critical Town end-of-year business per the Town Charter and bylaws along with other legally time-sensitive matters. This includes final FY23 budget preparations – now well underway and being finalized internally to transmit to the Board as I have routinely done each year just prior to Christmas. Subject to your action on the proposed 2022 SB meeting schedule, we will be meeting on Monday, January 3 for the exclusive purpose of presenting the proposed FY23 Budget to the Board – for your consideration and action prior to adoption and transmittal to the Finance Committee at your first January business meeting on Monday, January 10. Following your December 6 scheduled meeting, the Board’s final SB business meeting is set for Monday, December 20. Also, keep in mind that we are moving swiftly toward the early January deadline for the receipt of any/all proposed Town Meeting articles for the upcoming April Town Meeting. Should the Board determine to bring the Right of First Refusal on the 31-acre property to Town Meeting, our suggested approach is to explore pursuing including this as an April Town Meeting warrant.
- As a matter of routine, under Administrative Orders, the Board is asked to formally approve the allocation of ARPA funds for the wastewater plant upgrade and the first responder one-time bonus which were presented to the Board previously.

- The Sandwich Road Fire Station Building Committee will be presenting a summary design update. I was able to attend last evening's regular Committee meeting and excellent progress continues to be made.
- At the request of Ms. Carey, the Board will be hearing a proposal to create a Sustainability Director position in the Town. As the Board is aware, we are working steadfastly in pursuing the most immediate, mission-critical priorities the Board has identified for the upcoming FY23 budget – public health and public safety. Also, as a reminder the School Department has emerging needs flowing from the challenging pandemic experience which will be important to address as well. The suggestions for staff positions in the areas of sustainability and coastal resiliency are respectfully considered. I suggest we take the coming fiscal year to further evaluate the priority and fundamental need, including a discussion at the Board's Annual Retreat. In the meantime, we can explore the potential for utilizing an outside consultant to further detail actual versus perceived needs to most properly plan and prepare for these eventualities.
- As a reminder, Falmouth's Annual Holidays by the Sea Weekend begins on Saturday, December 4. Among the many downtown village and related community events is the Village Association Holiday Stroll which formally begins at 4PM. With the assistance and oversight of the Police Department, Main Street downtown will be closed to vehicles and parking beginning at 1PM Saturday. The Town's annual Lighting of the Town Common is also scheduled for 6PM on Saturday. Falmouth's Annual Christmas Parade will "step off" at 12 noon on Sunday, December 5. As in the past, we will be gathering at approximately 11:30AM on Dillingham Avenue in the street area between the "former" Senior Center and the Gus Carty Community Center. If your schedules so allow, I will look forward to seeing you there.
- Your next regular SB business meeting is Monday, December 20.