

TOWN OF FALMOUTH
SELECT BOARD

AGENDA

MONDAY, DECEMBER 19, 2022 – 5:30 P.M.

SELECT BOARD MEETING ROOM

TOWN HALL

59 TOWN HALL SQUARE, FALMOUTH, MA 02540

The Select Board may discuss and vote appropriate action on any item listed on this Agenda unless a different disposition is noted. At the discretion of the Chair, agenda items may be taken out of order.

5:30 p.m. OPEN SESSION

5:30 p.m. EXECUTIVE SESSION

1. M.G.L. c.30A s.21(a)(3) – To discuss strategy with respect to potential litigation where an open meeting may have a detrimental effect on the Town’s litigating position

6:00 p.m. OPEN SESSION

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

6:05 p.m. BUDGET PRESENTATION

1. Presentation of Proposed Fiscal Year 2024 Budget (30 minutes)

6:35 p.m. TOWN MANAGER’S PRELIMINARY REPORT

6:40 p.m. BUSINESS

1. Report – Community Preservation Committee (15 minutes)
2. Acting as Trustees of the Falmouth Affordable Housing Fund, Discussion and Vote on application from Falmouth Housing Corp. for \$2,500,000 additional funding for affordable, age-restricted housing project at 24 Scranton Avenue & 763 Main Street (5 minutes)
3. Acting as Trustees of the Falmouth Affordable Housing Fund, Discussion and Vote on application from Falmouth Housing Trust for \$32,000 additional funding for affordable housing project at 33 Pheasant Lane (5 minutes)
4. Consider approval of access agreement to allow Mayflower Wind to conduct certain investigations and studies at Worcester Park, Central Park and the “Kite Park” located at 0 Grand Ave. (5 minutes)
5. Broadband update (10 minutes)
6. Town Manager selection process (15 minutes)
 - a. Selection Committee appointments
 - b. Community input forum
 - c. Web page for community input on Town Manager selection
 - d. Salary range
7. Approve Annual License Renewals for 2023 (5 minutes)

ALL ALCOHOL RESTAURANT LICENSE and
COMMON VICTUALLER LICENSE
The Cape Club, 125 Falmouth Woods Road

ALL ALCOHOL CLUB LICENSE
Portuguese American Association, 55 Ashumet Road

COMMON VICTUALLER LICENSE

Bite on the Go, 424 East Falmouth Highway, Unit B101
Cape Cod Bagels, 419 Palmer Avenue
Dana's Kitchen, 881 Palmer Avenue
Devour, 352 Main Street
Dilly's Taqueria, 281 Main Street
Dunkin Donuts, 4 Sandwich Road
Dunkin Donuts, 363 East Falmouth Highway
Dunkin Donuts, 1184 Sandwich Road
Dunkin Donuts, 634 Holly Park Road
Dunkin Donuts, 614 Main Street
East Falmouth Subway, 236 Teaticket Highway
Falmouth Hospital, 100 Ter Heun Drive
Holiday Inn Falmouth, 291 Jones Road
Lobos House of Pizza, 338 East Falmouth Highway
Moonakis Café, 460A Waquoit Highway
Peel Pizza, 31 Teaticket Highway
Prime Time House of Pizza, 286 old Main Road
The Buffalo Jump, 277 Hatchville Road
The Stand, 75 County Road

ENTERTAINMENT

Holiday Inn Falmouth, 291 Jones Road

Portuguese American Association, 55 Ashumet Road
Shiverick's Café & Bar, 285 Main Street
The Cape Club, 125 Falmouth Woods Road

SUNDAY ENTERTAINMENT

Holiday Inn Falmouth, 291 Jones Road
Portuguese American Association, 55 Ashumet Road
Shiverick's Café & Bar, 285 Main Street
The Cape Club, 125 Falmouth Woods Road

USED CAR DEALER LICENSE

Cid's Auto Brokers, 91 Carl Landi Circle
Excel Auto Sales & Repair, 94 East Falmouth Highway
Executive Auto, 118 East Falmouth Highway
Falmouth Auto Center, 614 East Falmouth Highway
M&N Auto Mall, Inc., 20A Village Common Drive
Route 28 Auto Center, 550 East Falmouth Highway

VEHICLE FOR HIRE LICENSE

AA Taxi, 90 Boxberry Hill Road
All Seasons Taxi, 45 Simpson Lane
Falmouth Taxi, 424 East Falmouth Highway
White Tie Limousine, 292 Teaticket Highway

7:40 p.m. CONSENT AGENDA

1. Administrative Orders

- a. Approve Preservation Restriction - West Falmouth Library, 575 West Falmouth Highway
- b. Approve Eversource petition to install a new handhole to be labelled 15/H36A and to install approximately 40' (feet) of conduit and cable under town road starting at existing pole 15/36. This work is necessary to provide electric service to 21 Little Island Road.
- c. Approve Eversource easements for Surf Dr. and Mill Rd.

7:45 p.m. MINUTES

1. Review and Vote to Approve Minutes of Meetings

- Public Session – June 8, 2022; October 24, 2022; November 7, 2022; December 5, 2022

7:50 p.m. TOWN MANAGER'S SUPPLEMENTAL REPORT

7:55 p.m. SELECT BOARD REPORTS

8:05 p.m. DISCUSSION OF FUTURE AGENDA ITEMS

8:15 p.m. ADJOURN

Nancy R. Taylor, Chair
Select Board

OPEN SESSION

BUDGET PRESENTATION

1. Presentation of proposed Fiscal Year 2024 Budget (30 minutes)

OPEN SESSION

TOWN MANAGER'S PRELIMINARY REPORT



TOWN OF FALMOUTH
Office of the Town Manager & Select Board
59 Town Hall Square, Falmouth, Massachusetts 02540

TO: Select Board
FROM: Peter Johnson-Staub, Acting Town Manager
SUBJECT: Preliminary Report for December 19, 2022
DATE: December 16, 2022

AGENDA TOPICS – PRELIMINARY REPORT:

Fiscal Year 2024 Budget Presentation:

My development of the FY24 Budget has been guided by four principles:

- Ensure long-term fiscal stability by relying on conservative revenue estimates and avoiding unsustainable staffing and expenditure levels;
- Maintain basic services that are relied upon by residents and businesses before considering new service enhancements;
- Address the policy priorities of the Select Board within the constraints of sound fiscal management practices;
- Promote transparency and community engagement by highlighting the most significant changes;

The Budget Message at the front of the budget binder provides an overview and highlights changes from the prior year budget. I look forward to presenting the budget to the Board on Monday evening and receiving your feedback. The Select Board has until the January 9th meeting to submit the budget to the Finance Committee with, or without, changes.

Business:

1. Report – Community Preservation Committee:

This is the Board's annual meeting with the Community Preservation Committee. There is a slide presentation in your packet.

2. Falmouth Affordable Housing Fund application - \$2.5 Million for Scranton/Main project:

This is a second request from the Falmouth Housing Corp for this 48-unit, age restricted project. The additional funds are requested due to the spike in construction costs and interest rates since the first subsidy of \$2.3 Million was approved by the Select Board. This increase brings to total request to \$100,000 per unit which is within the Select Board's funding guideline.

3. Falmouth Affordable Housing Fund (FAHF) application - \$32,500 for 33 Pheasant Lane

This is a second request from the Falmouth Housing Trust for this single-family home. The additional funds are requested due to the rise in mortgage interest rates since the first subsidy of \$100,000 was approved by the Select Board. The increase in mortgage rates affects the affordability of the house to

the income eligible buyer to whom Falmouth Housing Trust will be selling the house. The sale price is regulated by the Massachusetts Department of Housing and Community Development (DHCD) based on area median income and mortgage rates among other factors. This supplemental request brings the total subsidy request to \$132,500 which exceeds the Board's funding guidelines. Nevertheless, the FAHF Working Group recommends approval under the circumstances. The Community Preservation Committee has also recommended approval. I recommend approval as this is the only way for this existing structure to be converted to a legal, affordable unit.

4. Mayflower Wind Access Agreement:

The Select Board previously approved an access agreement to allow Mayflower Wind to access Town property at Worcester Court and Central Park to conduct preliminary investigations and environmental studies associated with its proposed electric cable installation in Falmouth. These agreements have expired and Mayflower has not completed its investigations. Mayflower seeks to extend the prior agreements and to add a new site, the "Kite Park" on Grand Ave. Select Board approval is required before Mayflower can apply to the Conservation Commission to conduct soil boring tests. I want to emphasize that these temporary access agreements do not in any way imply Town support for the Mayflower project in Falmouth. The testing is needed for Mayflower to develop plans to be submitted to the MA Energy Facilities Siting Board and other agencies for review. The Town will also review the plans to be submitted by Mayflower with the assistance of a consulting engineering firm. As we have discussed, the Select Board will hold another public forum after updated plans have been evaluated and then consider whether it wishes to approve easements and Article 97 relief that are required for the project to move forward. I have drafted a motion for the Board's consideration that makes it explicit a vote to approve temporary access agreement does not constitute a vote of approval for the project.

5. Broadband Update:

David Isenberg and Peter Clark will present a brief presentation describing two programs that are available to income-eligible residents to obtain discounted internet service. Several Town departments have taken an active role in promoting and assisting residents to sign up for these subsidies. I do not believe we have staff capacity to apply for a federal grant to administer an ongoing program with the detailed reporting requirements such a federal grant entails.

6. Town Manager selection process:

As a potential candidate, I will recuse myself from the selection process discussions.

7. Annual License Renewals:

Our office has received complete applications for all the license renewals listed on your agenda.

Consent Agenda:

Among the three items on the consent agenda is approval of Eversource easements for the construction of the electric cable that is being installed to provide Martha's Vineyard with a reliable power supply. These are the

easements for which the Select Board voted to enter a memorandum of understanding under which the Town is receiving \$800,000 from Eversource to mitigate the construction impacts. The form of the easements has been approved by Town Counsel. I recommend approval and the other two consent agenda items.

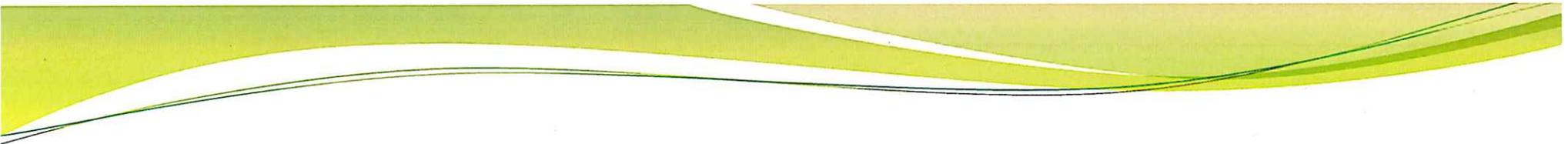
Minutes:

There are four sets of minutes in your packet.

//SB Meeting Report 12-19-2022

BUSINESS

1. Report – Community Preservation Committee (15 minutes)

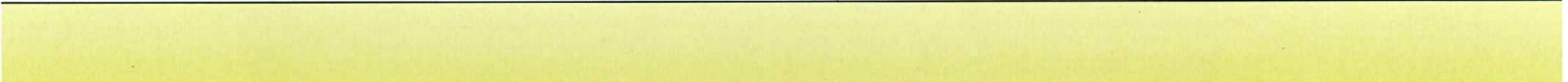


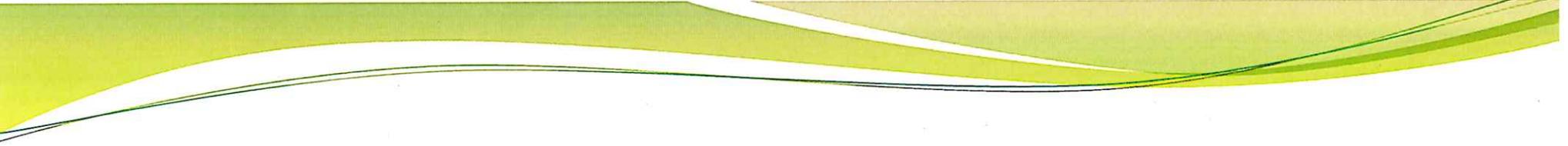
CPC Report to Select Board

FALMOUTH
CPFund

Preserving Our Community

December 19, 2022





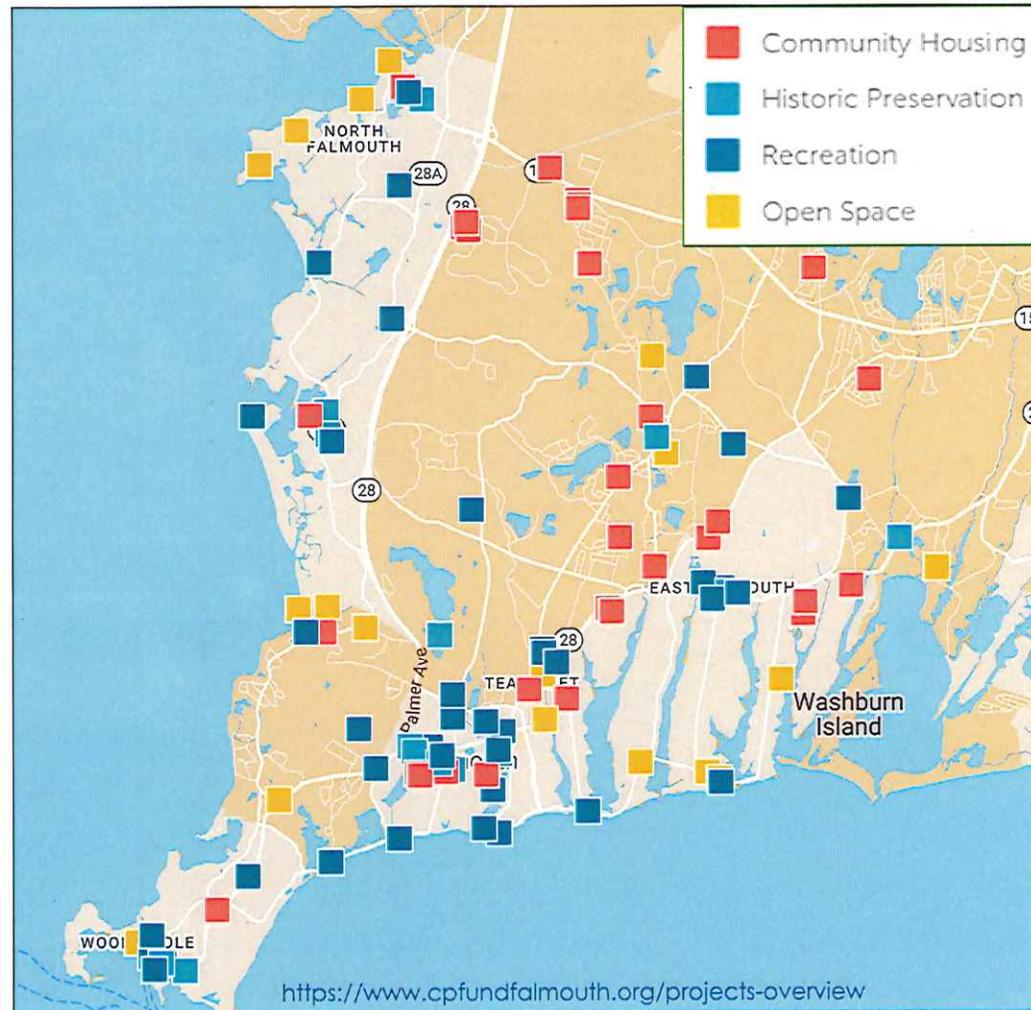
Current CPC Members

- Russell Robbins, Chair (At Large)
- Sandra Cuny, Vice Chair (At Large)
- Stephen Patton, Clerk (Housing Authority Rep.)
- Michael Stone, Financial Officer (At Large)
- John Druley (Planning Board Rep.)
- Robert Brown (Recreation Committee Rep.)
- Elizabeth Gladfelter (Conservation Commission Rep.)
- Tamsen George (Historical Commission Rep.)
- Thomas S. Crane (At Large)

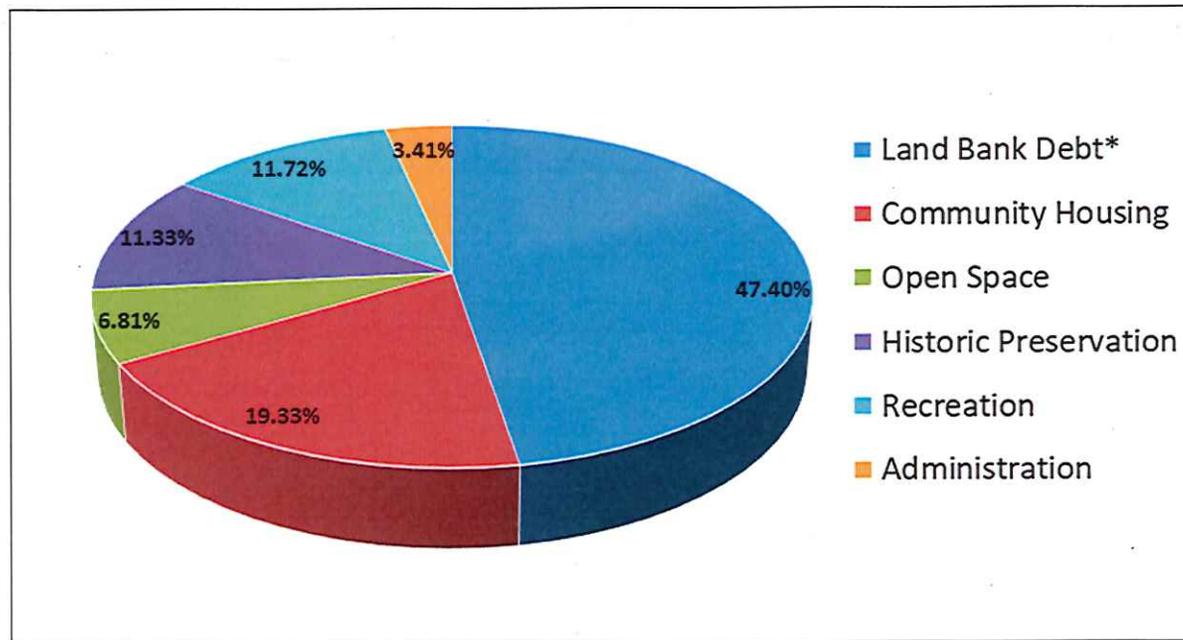
Falmouth CP Fund Revenues FY2005-FY2022

FY	LOCAL SURCHARGE	TRUST FUND DISTRIBUTION	PERCENTAGE	TOTAL REVENUE (Local Surcharge + Trust Fund)
2005	\$1,767,448			\$1,767,448
2006	\$1,815,584	\$1,767,448	100%	\$3,583,032
2007	\$1,900,140	\$1,815,584	100%	\$3,715,724
2008	\$2,034,707	\$1,900,140	100%	\$3,934,847
2009	\$2,115,830	\$1,425,172	70.04%	\$3,541,002
2010	\$2,210,385	\$776,354	36.69%	\$2,986,739
2011	\$2,337,925	\$632,354	28.61%	\$2,970,279
2012	\$2,419,193	\$654,185	27.98%	\$3,073,378
2013	\$2,508,214	\$681,247	28.15%	\$3,189,461
2014	\$2,578,560	\$1,376,543	54.88%	\$3,955,103
2015	\$2,650,329	\$852,813	33.1%	\$3,503,142
2016	\$2,725,554	\$825,746	31.2%	\$3,551,300
2017	\$2,809,051	\$590,288	21.66%	\$3,399,339
2018	\$2,910,074	\$508,847	18.12%	\$3,418,921
2019	\$3,010,745	\$589,551	20.26%	\$3,600,296
2020	\$3,114,208	\$765,384	25.42%	\$3,879,592
2021	\$3,255,260	\$948,697	30.46%	\$4,203,957
2022	\$3,275,777	\$1,519,458	46.68%	\$4,795,235
TOTAL	\$45,438,984	\$17,629,811	38.8%	\$63,068,795

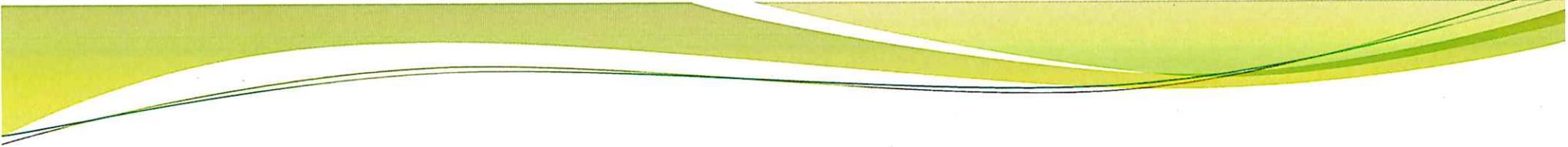
CP Fund Accomplishments



Use of CPA Funds FY2006 – FY2022



*The Land Bank Debt refers to debt encumbered for the purpose of acquiring land and interests in land for the protection of public drinking water supplies, open space, and conservation land, the creation of walking and bicycling trails, and the creation of recreational areas. In 2005, the Land Bank Fund was replaced by the CPA which assumed responsibility for retiring the Land Bank Debt.



Use of CPA Funds by Category FY2006 – FY2022

CATEGORY	TOTAL FUNDS	PERCENTAGE OF TOTAL
Land Bank	\$27,580,139	47.4%
Community Housing	\$11,246,370	19.33%
Recreation	\$6,822,620	11.72%
Historic Preservation	\$6,594,356	11.33%
Open Space	\$3,963,255	6.81%
Administration	\$1,986,446	3.41%

April 2022 CP Fund Projects

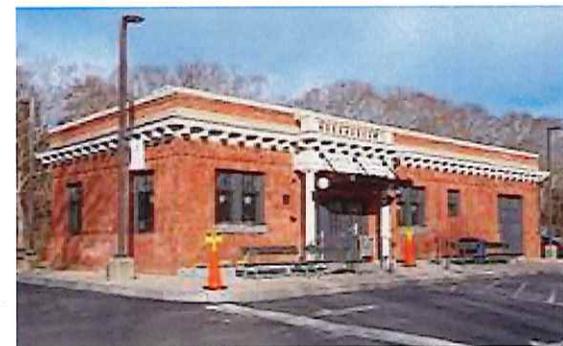


- Falmouth Water Stewards Refill Reuse Water Stations Initiative Phase II - **\$95,628**
- John L. Neill Fields Falmouth Youth Baseball Field Improvements - **\$1,400,000**
- Edward Marks Building Preliminary Restoration - **\$119,000**
- Falmouth Station Masonry Restoration - **\$248,136**
- Old Burying Ground Condition Assessment Report - **\$25,000**
- Woods Hole Historical Museum Historic Structures Report - **\$65,000**



Other CP Fund Uses

- Falmouth Affordable Housing Fund - **\$1,860,000**
- Historic Preservation Reserve - **\$122,548**
- CPC Admin - **\$162,200**



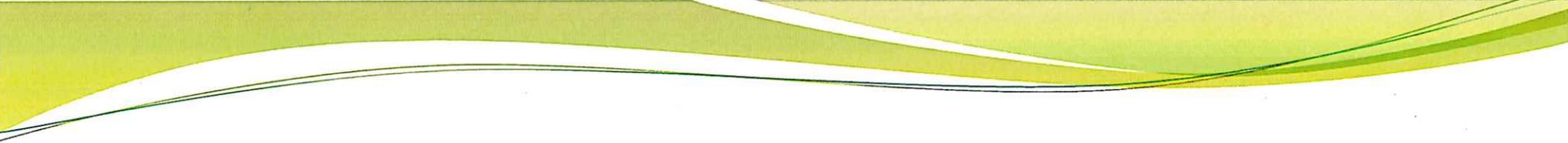
April 2023 CP Fund Projects

- Upper Coonamessett Restoration - \$200,000
- Little Pond Conservation Area Phase II: Public Access Improvements - \$790,720
- Edward Marks Building Exterior Restoration Phase II - \$577,076
- Old Burying Ground – Ground Penetrating Radar (GPR) Survey - \$21,725
- Dr. Francis Wicks House & Historical Artwork Restoration Phase II - \$47,270
- Highfield Hall Exterior Restoration & Water Abatement - \$1,108,000

Other CP Fund Uses

- Falmouth Affordable Housing Fund - \$TBD
- CPC Admin - \$139,700





Funding Rounds

- Next Funding Round Application Deadlines Announced in January 2023
- Time-Urgent Projects* for November Town Meeting
 - Deadline in mid-April
 - * Time-Urgent Criteria:
 1. Risk of significant loss of funding
 2. Risk to public safety or risk of damage to or loss of a Town asset
 3. Unforeseen necessity, uncovered during implementation of a previously funded project, or expansion of the project's scope of work
- All Other Projects for April Town Meeting
 - Deadline in mid-August



Thank You!

FALMOUTH

CPFund

Preserving Our Community



The EBC Nicholas Humber Award
for Outstanding Collaboration

Presented to

Falmouth Community Preservation Fund

In Collaboration With

Town of Falmouth Conservation Commission
Inter-Flora, Inc.
Tight & Bond, Inc.
SunCo Eco-Contracting
STIMSON
Solabi Construction
The 300 Committee Land Trust
Coonasset River Trust
Massachusetts Division of Ecological Restoration
Massachusetts Division of Fisheries and Wildlife
Massachusetts Municipal Vulnerability Preparedness Program
Massachusetts Environmental Trust
National Oceanic and Atmospheric Administration Restoration Center
USDA - Natural Resources Conservation Service
U.S. Fish and Wildlife Service
Association to Preserve Cape Cod
Falmouth Rod & Gun Club, Inc.

In Recognition of the Local, State, and Federal Collaboration to Transform
Abandoned Garberry Bogs into a Thriving Ecosystem in Falmouth,
Massachusetts



Environmental Business Council of New England, Inc.
Boston, Massachusetts

June 2022



BUSINESS

2. Acting as Trustees of the Falmouth Affordable Housing Fund, Discussion and Vote on application from Falmouth Housing Corp. for \$2,500,000 additional funding for affordable, age-restricted housing project at 24 Scranton Avenue & 763 Main Street (5 minutes)

Recommended Motion:

"I move that the Board, acting as Trustees of the Falmouth Affordable Housing Fund, grant \$2,500,000 to Falmouth Housing Corp for the construction of 48 units of affordable rental housing for seniors age 62 and older at 24 Scranton Ave and 763 Main Street. This amount is in addition to the \$2,300,000 previously approved bringing the total subsidy for the property to \$4,800,000 in total. And to authorize the Interim Town Manager to execute a commitment letter setting forth the terms of the financial award to the Falmouth Housing Trust."



TOWN OF FALMOUTH
Office of the Town Manager & Select Board
59 Town Hall Square, Falmouth, Massachusetts 02540

TO: Select Board
FROM: Peter Johnson-Staub, Acting Town Manager
**SUBJECT: Falmouth Housing Corporation –Application to Falmouth Affordable Housing Fund (FAHF)
Scranton and Main Project**
DATE: November 17, 2022
CC: Kimberly Fish, Housing Coordinator

The FAHF received an application from the Falmouth Housing Corporation (FHC), requesting an increase in subsidy for the Scranton and Main project.

The original amount granted in 2021 was \$2,300,000, the additional request is \$2,500,000 bringing the total subsidy request to \$4,800,000. There are 48 affordable rental units in this project so the revised request brings the cost to \$100,000 per unit which is within the guidelines adopted by the Select Board. The reason for the increase is that construction costs and interest rates have risen sharply since the application was submitted. The additional funds are needed to finance the increased project costs and stay on schedule to avoid further cost increases.

The FAHF Working Group reviewed the request on November 15, 2022 and recommended approval. The Community Preservation Committee has voted to recommend approval of this application. The increased construction and finance costs are well documented and are beyond the control of the applicant. I recommend approval.

Recommended Motion:

"I move that the Board, acting as Trustees of the Falmouth Affordable Housing Fund, grant \$2,500,000 to Falmouth Housing Corp for the construction of 48 units of affordable rental housing for seniors age 62 and older at 24 Scranton Ave and 763 Main Street. This amount is in addition to the \$2,300,000 previously approved bringing the total subsidy for the property to \$4,800,000 in total. And to authorize the Interim Town Manager to execute a commitment letter setting forth the terms of the financial award to the Falmouth Housing Trust."

ATTACHMENTS:

- Falmouth Housing Corp application



Community Preservation Committee
59 Town Hall Square, Falmouth, MA 02540
508-495-7436

MEMO

To: Peter Johnson-Staub, Interim Town Manager
Kimberly Fish, Housing Coordinator

From: Maureen Thomas, Community Preservation Coordinator *M. Thomas*

Cc: Russell Robbins, CPC Chair

Re: **CPC Recommendation - FAHF Application - 24 Scranton Avenue & 763 Main Street**

Date: December 5, 2022

On Thursday, December 1, 2022, the Community Preservation Committee (CPC) voted unanimously to make a recommendation to the Trustees in support of the additional funding for the Falmouth Housing Corporation (FHC) 24 Scranton Avenue & 763 Main Street affordable, age-restricted housing project in the amount of \$2,500,000.

Thank you very much for your consideration of the CPC recommendation.

FALMOUTH AFFORDABLE HOUSING FUND

Established by Ch. 29 of the Acts of 2011
Board of Selectmen, Trustees

59 Town Hall Square
Falmouth, Massachusetts 02540
(508) 495-7344

AFFORDABLE HOUSING FUND APPLICATION Calendar Year 2019

General Information

Project Name: Scranton and Main

Project Location and Parcel ID#: 24 Scranton Ave and 763 Main Street, 47B 09 013 022 and 47B 09 010 002

Type of Project: 100% affordable age-restricted (62+) housing

Applicant(s) name/ Organization: Falmouth Housing Corporation

Contact Person: Linda Clark

Mailing Address: 704 Main Street Falmouth MA 02540

Telephone Number: 508-540-4009

Email Address: lclark@falmouthhousingcorp.org

Property Ownership

Legal Property Owner of Record: Cape Cod 5 Savings Bank

Is the owner the applicant? No

If not, does the applicant have site control or written consent of the property owner to submit an application? If yes, attach documentation. Without this documentation the project will be ineligible for funding for this applicant.

Yes, see attached for Purchase and Sale Agreement

For projects that have an acquisition expense the applicant must provide an appraisal from an independent party that justifies the acquisition cost.

See attached appraisal and related narrative discussing acquisition cost.

Development Team

Please submit as attachments the resumes of the development team and a list and description of affordable housing projects completed by the applicant.

Project Information

Describe the proposed project including:

Project Style:

Intended to match neighboring and nearby buildings in the commercial district by using a masonry base, clapboards, shingles, and smooth panels.

Type of Units (condo ownership, fee simple ownership, rental, etc.): Rental

Total Number of Units: 48
 Number of Market Units: 0 Number of BRs: _____
 Number of Affordable Units: 48 Number of BRs: 48
 Proposed Sale Prices/Rents: N/A Market: _____
 Proposed Condo Fees: N/A Market: _____

1 studio and 29 1 bedroom units will be rented at 60% AMI (currently \$970 & \$1,039/month) and tenants in the remaining 18 units will pay rent that is equal to between 30-35% of their Affordable: income.
 Affordable: N/A

Proposed % of AMI target beneficiaries: 30-60% AMI

Describe how this project addresses the unmet affordable housing needs of the community as identified in the Town of Falmouth *Housing Demand Study & Needs Analysis (2014)* and the Town of Falmouth *Local Comprehensive Plan (2016)*.

The project will address the significant need for affordable senior housing in Falmouth. The current 1-bedroom waitlist at FHC's Schoolhouse Green, a senior property close to this proposed project site, is over 73, and there are many qualifying elderly households included in the 158 households on 1-bedroom waitlists at other FHC properties. As noted in the Falmouth Housing Demand Study & Needs Analysis, "Falmouth has a shortage of affordable, suitable housing both for retirement age residents and frail elders. Developing this kind of housing is very difficult because seniors who need affordable housing often need deeply subsidized housing." Furthermore, the Update of Housing Needs and Demand Analysis in 2017 found that "the greatest increase in demand for rental units will come from seniors age 65 and older" between 2016 and 2021. This project will exclusively serve senior households earning less than 60% AMI and will strive for deep affordability (a minimum of 20% under 30% AMI).

Site Information

Please provide a description of the surrounding area and community profile including a description of the current site characteristics, zoning, environmental, and any regulatory requirements or constraints. Attach a map and photos of the project site and neighborhood along with any zoning/permitting relief required.

The surrounding area is largely commercial and residential. The project is in close proximity to other apartment complexes, such as 704 Main Street apartments and Harborview Apartments on Scranton Avenue. Additionally, it is located across the street from the newly constructed Falmouth Senior Center. There are no major environmental or regulatory constraints that the development team is aware of. While a portion of the rear of the site at the rear of the site is located in Flood Hazard Zone AE, the building will not be built in that elevation. Overall, this site is extremely well located and well suited for the proposed project.

Building:

The site currently has a vacant former bank building on site and the location of a multi-building motel that has since been demolished

Zoning:

The property is located in the Business Redevelopment zoning district abutting Main Street as well as the Business 2 Zoning District abutting Scranton Avenue. The Business Redevelopment District encourages mixed-use redevelopment that integrates commercial and community services uses with housing to foster pedestrian-friendly streetscapes.

Health:

There are no health considerations or issues associated with the site.

Conservation:

About 19% of the parcel, at the southeast portion of the land, lies in a Special Flood Hazard Area for Coastal Flooding, with a Base Flood Elevation of 13. The elevation of Scranton Ave. and Main Street vary from 17' Elevation to 18' Elevation, based on NAVD88. There are isolated coastal banks on the land on site. The project is about 270 feet north of the north end of Falmouth Inner Harbor. There is a Motel building, Robbins Road and a park between the site and Falmouth Inner Harbor.

Infrastructure:

The project will be able to connect to Town water and sewer off of Main St./Scranton Ave.

Amount of FAHF Request: 2,300,000

Project Feasibility

Attach project budget information on the included Attachment A –OneStop 2000 Affordable Housing Finance Application Sections 3: Sources and Uses and Section 4: Budget Pro Forma together with at least one bank letter of reference.

Community Outreach

Provide a description of the applicant efforts to engage the community members through outreach, meetings, and other educational initiatives.

This project will include community outreach and public engagement before the project is finalized and construction begins. The project has presented to the Select Board and Town staff representing DPW, building department, fire department, health board, planning board, and zoning board. The project will go through several public meetings as part of the comprehensive permitting process, which is expected to take place throughout this summer.

Development Schedule

Describe the timeframe for the proposed project and how it will be implemented. Provide a timeline for all project milestones included as *Attachment B – Project Schedule*.

List of Attachments

- Attachment A-OneStop 2000
- Attachment B-Project Schedule
- Attachment C- Resumes of Development Team
- Attachment D-Map and Site Photos
- Attachment E- Bank Letter of Reference
- Attachment F- Appraisal
- Attachment G-Purchase and Sale Agreement
- Attachment H - Project Eligibility Letter
- Attachment I-Architectural Drawings

If you have any questions, please do not hesitate to contact Carla Feroni at 508 495-7344 or at the email address below.

Submit one electronic copy to Carla.Feroni@falmouthma.gov and (6) hard copies to:

Carla Feroni, Housing Coordinator, Town of Falmouth, 59 Town Hall Square, Falmouth, MA 02540

Provide a schedule for project implementation using the Milestones below. If Milestone B or C is not applicable to your project, mark the Milestone "NA." *Note: Implementation Schedules must be realistic. Carefully consider projected Milestone dates. Unrealistic Implementation Schedules may have a negative impact on the project's application review. Project implementation delay may be considered in recommendation for grant award.*

Milestones (Month/Year):

- A. Project Start (Month/Year): December 2020
- B. Procurement Documents Submitted to FAHF (Month/Year): N/A
- C. Project Construction/Professional Contract Submitted FAHF (Month/Year): N/A
- D. Project/Construction Start (Month/Year): March 2023
- E. 50% Project Completion (Month/Year): October 2023
- F. 100% Project Completion (Month/Year): And full occupancy May 2024
- G. Close-Out Complete (Month/Year): July 2024

Comments:

Comprehensive Permit application: June 2021
Application submitted to State DHCD for funding: January 2022
Notice of Award of State DHCD funding: Summer 2022
RFP for General Contractor and GC Selection: Winter 2022-2023

ATTACHMENT B PROJECT SCHEDULE

Birds Eye View



Attachment D- Maps and Site Photos

Site Location



Google

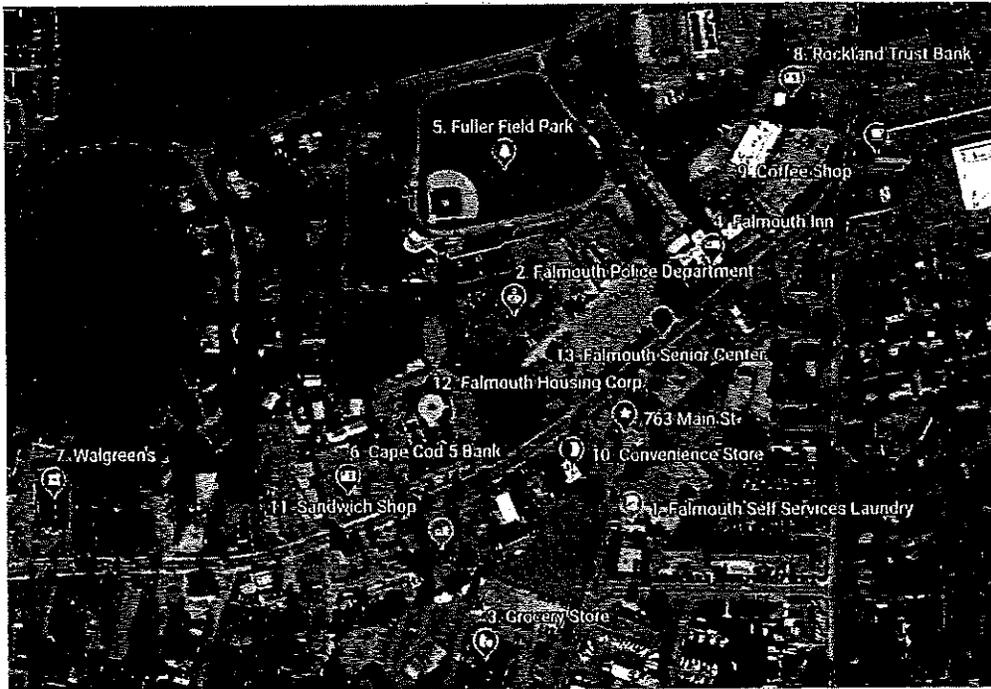


Site Location

Google



763 Main St. Amenities Map



- ★ **763 Main St**
1. Falmouth Self Serv Laundry
 2. Falmouth Police Department
 3. Grocery Store
 4. Falmouth Inn
 5. Fuller Field Park
 6. Cape Cod 5 Bank
 7. Walgreens
 8. Rockland Trust Bank
 9. Coffee Shop
 10. Convenience Store
 11. Sandwich Shop
 12. Falmouth Housing Corp.
 13. Falmouth Senior Center

DRAFT List of Waivers – Scranton Main These waivers will be sought through the Comprehensive Permit process

1. **Section 240-67.A – Minimum Lot Width.** The Business Redevelopment (“BR”) zoning district requires minimum lot width of 125 feet for new lots (Section 240-240.H.(2)). The Business 2 (“B2”) zoning district require a minimum lot width for new lots at 200 feet. The proposed lot width for the subject site is 195 feet. The subject site is partially located in the BR zoning district and partially located in the B2 zoning district. A waiver of Section 240-67.A. of the Zoning Bylaw is required for the B2 zoning district.
2. **Section 240-69 and Section 240-240.H (3) – Maximum Lot Coverage by Structures, Pavement and Parking.** The BR zoning district requires a maximum lot coverage of 60% for structures, pavement and parking (Section 240-240.H (3)). The B2 zoning district requires a maximum lot coverage of 70% for structures, pavement and parking (Section 240-69). The proposed lot coverage for structures, pavement and parking is 51.9% over the entire site, 67.9% in the B2 zoning district, and 72.5% in the BR zoning district. The proposed lot coverage over the entire site at 51.9% meets the requirement of maximum lot coverage for structures, pavement and parking in the B2 and BR zoning districts. A waiver of this provision of the Zoning Bylaw is required as to the lot coverage by structures, pavement and parking located in the BR zoning district.
3. **Section 240-69 and Section 240-240.H (4) – Maximum Lot Coverage by Structures.** The BR zoning district requires a maximum lot coverage of 20% for structures (Section 240-240.H.(4)). The B2 zoning district requires a maximum lot coverage of 40% for structures (Section 240-69). The proposed lot coverage for structures is 21.3% over the entire site, 26% in the B2 zoning district, and 38.4 % in the BR zoning district. The proposed lot coverage over the entire site at 21.9 % and at 26% within the B2 zoning district meets the requirement of maximum lot coverage for structures in the B2 zoning district of 40%. A waiver of the provisions of Section 240-240.H (4) of the Zoning Bylaw is required as to the lot coverage by structures located in the BR zoning district.
4. **Section 240-70 and Section 240-240 H (5) – Maximum Building Height.** The zoning bylaw requires a maximum building height of 35 feet for principal structures. The proposed building height is 37 feet not including the elevator enclosure. A waiver of this provision of the Zoning Bylaw is required.
5. **Section 240-70 – Maximum Building Stories.** The zoning bylaw requires a maximum number of stories at 2 ½ stories for principal structures. The proposed building is 3 stories. A waiver of this provision of the Zoning Bylaw is required.
6. **Section 240-68. A (2) – Front Yard Setback.** The Zoning Bylaw requires a minimum front yard setback of 50 feet in the B2 zoning district for multifamily dwellings exceeding 2 ½ stories. The BR zoning district requires a minimum front yard setback of 20 feet for all buildings (Section 240-220.H.(6)(a)). The proposed front yard setback to Main Street is 26 feet. The building front yard is located in the BR zoning district. A waiver of Section 240-68.A.(2) is required if not deemed to be overridden by Section 240-220.H.(6)(a).
7. **Section 240-108 – Parking Requirements.** The Zoning Bylaw requires 1.5 parking spaces for each 1 bedroom apartment unit and 1 space for each 200 square feet of retail space. The project proposes 45 – 1 bedroom apartment units and 3 studio apartment units, as well as 2452 square feet of retail space. The proposed parking is 44 spaces. Of the 44 parking spaces provided, 13 will be designated for the commercial space, which meets this requirement of the Zoning Bylaw. Of the 44 parking spaces, 31 will be designated for the residential apartment units for a ratio of 0.65 spaces per residential unit. A

waiver of this provision of the Zoning Bylaw as to residential apartment unit parking will be required. For projects that are not M.G.L. Chapter 40B projects, Section 240-240 J (2) of the Zoning Bylaw does permit parking to be reduced up to 50% of the otherwise required parking in the BR zoning district for mixed use developments based on complimentary uses and days and hours of operation and the presence of pedestrian amenities. Notwithstanding, a waiver of Section 240-108 of the Zoning Bylaw will be required for the proposed residential apartment parking.

8. **Section 240-51(5) and Section 240-240 G(b) – Multi-family Units and Density.** The Zoning Bylaw requires a special permit from the Zoning Board of Appeals for multifamily dwellings in the B2 zoning district at a density of 6 units per acre and up to 8 units per acre in the BR zoning district. The proposed density for the project site is 26.61 units per acre over the 1.80 acre (78581 square feet) site. A waiver of this provision of the Zoning Bylaw will be required.
9. **Section 240-240 I – Curb Cuts.** The Zoning Bylaw requires one curb per lot with Main Street frontage in the BR zoning district. However, this provision of the Zoning Bylaw does permit exceptions for a project that is not a M.G.L. Chapter 40B project if two curb cuts are necessary to access parking facilities or to reduce traffic impacts on a site. The project site currently contains two curb cuts, one on Main Street and one on Scranton Avenue. The project proposes to maintain two curb cuts, one on Main Street and one on Scranton Avenue. Notwithstanding, a waiver of this provision of the Zoning Bylaw will be required.
10. **Section 240-240 B (1)(b) – Mixed Use Construction in Excess of 10,000 square feet.** The Zoning Bylaw requires a special permit from the Planning Board for any new mixed used construction with a proposed gross floor area of 10,000 square feet or more. A waiver of this provision of the Zoning Bylaw will be required.
11. **Section 240-192 – Site Plan Review.** The Zoning Bylaw requires site plan review from the Planning Board for any new development on a lot that would add 1000 square feet or more of gross floor area or which would under Section 240-108 (Table of Minimum Parking Requirements) require a total of five or more parking spaces based on both existing and new development. A waiver of this provision of the Zoning Bylaw will be required.

Attachment E- Bank Letter of Reference

CAPE COD 5

January 22, 2021

Julian Suso
Town Manager
Town of Falmouth
Town Hall Square
Falmouth, MA 02540

RE: Falmouth Housing Corp.
704 Main St
Falmouth, MA 02540

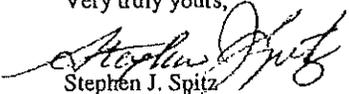
Dear Mr. Suso:

Falmouth Housing Corp. (FHC) has been a customer of the Bank for over 15 years with 20 deposit accounts and several loans that have mostly been paid in full. Deposits accounts with Falmouth Housing Corp. and affiliated realty entities have deposit balances that average low to moderate seven figures. The Bank has provided commercial mortgage loans up to low seven figure amounts that have been paid down to low six figures. All accounts have been handled in excellent fashion.

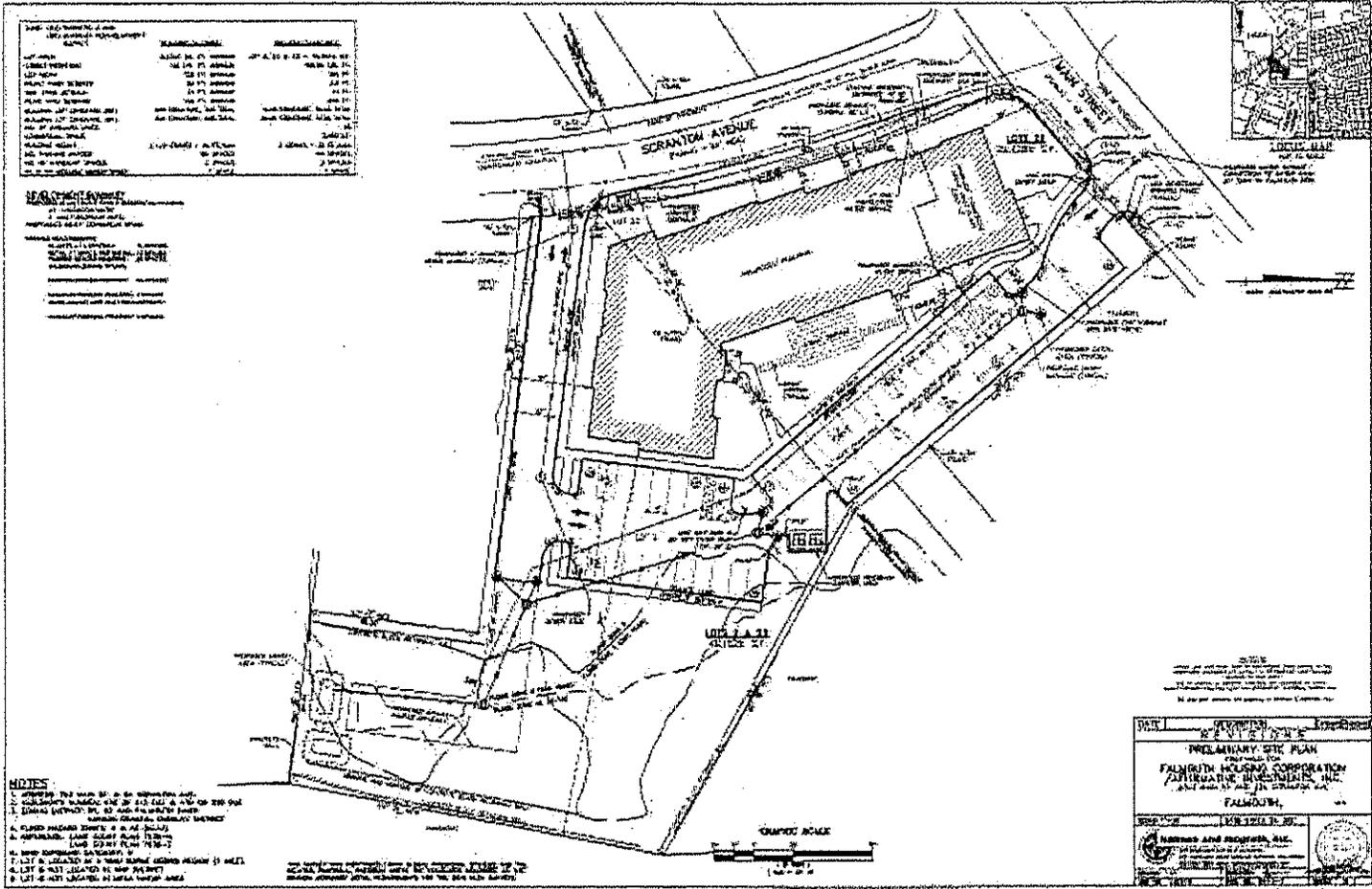
We maintain a high regard for the management of this non-profit organization and feel that FHC has been an asset to the community as the leading affordable housing entity.

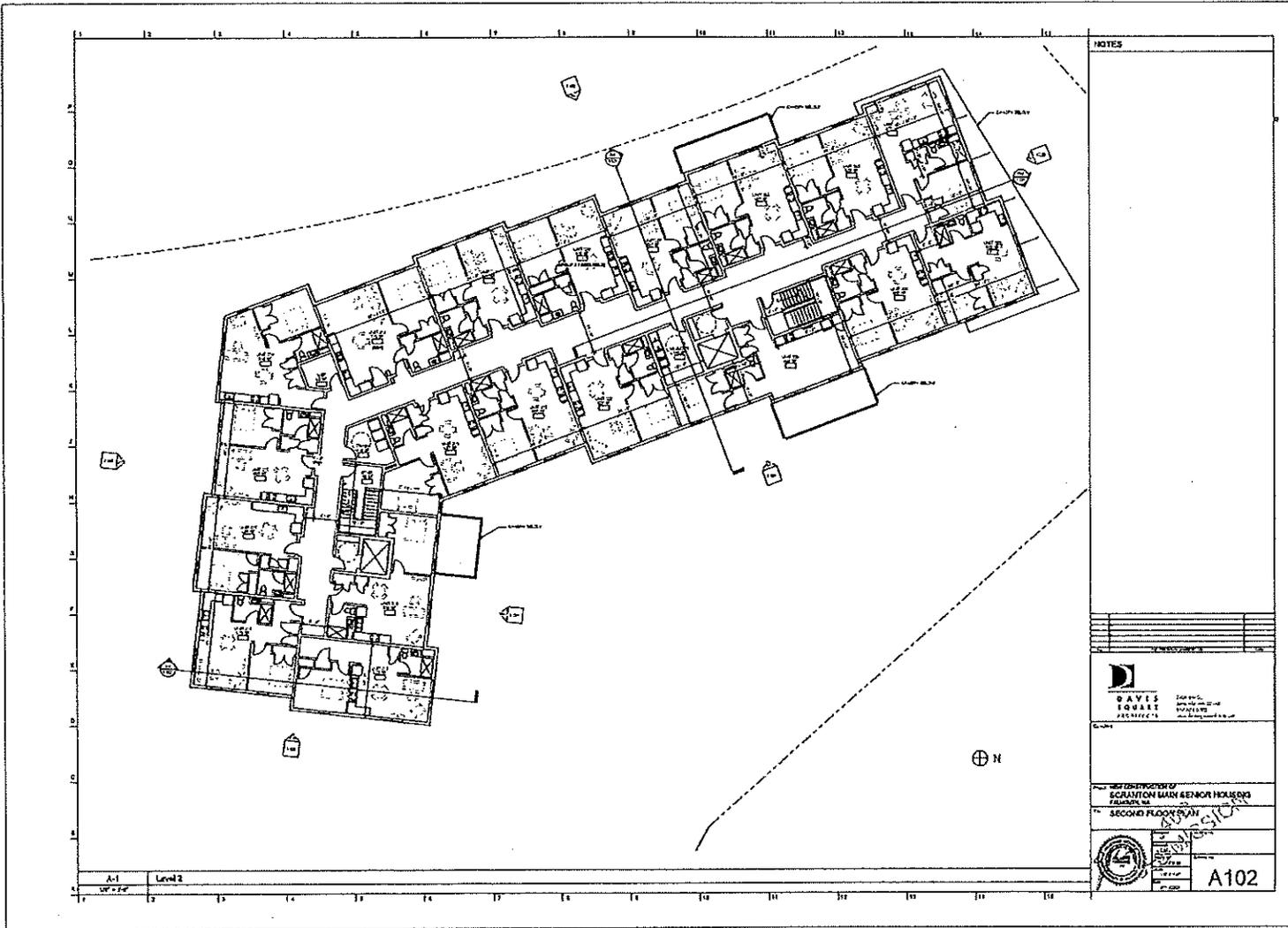
We value their relationship with Cape Cod Five as they have proven to be a distinguished and valued customer.

Very truly yours,


Stephen J. Spitz
Vice President and Regional Manager

PRELIMINARY SITE PLAN OF PROPOSED NEW DEVELOPMENT





NOTES

DAVIS
ENGINEERS
 ARCHITECTS

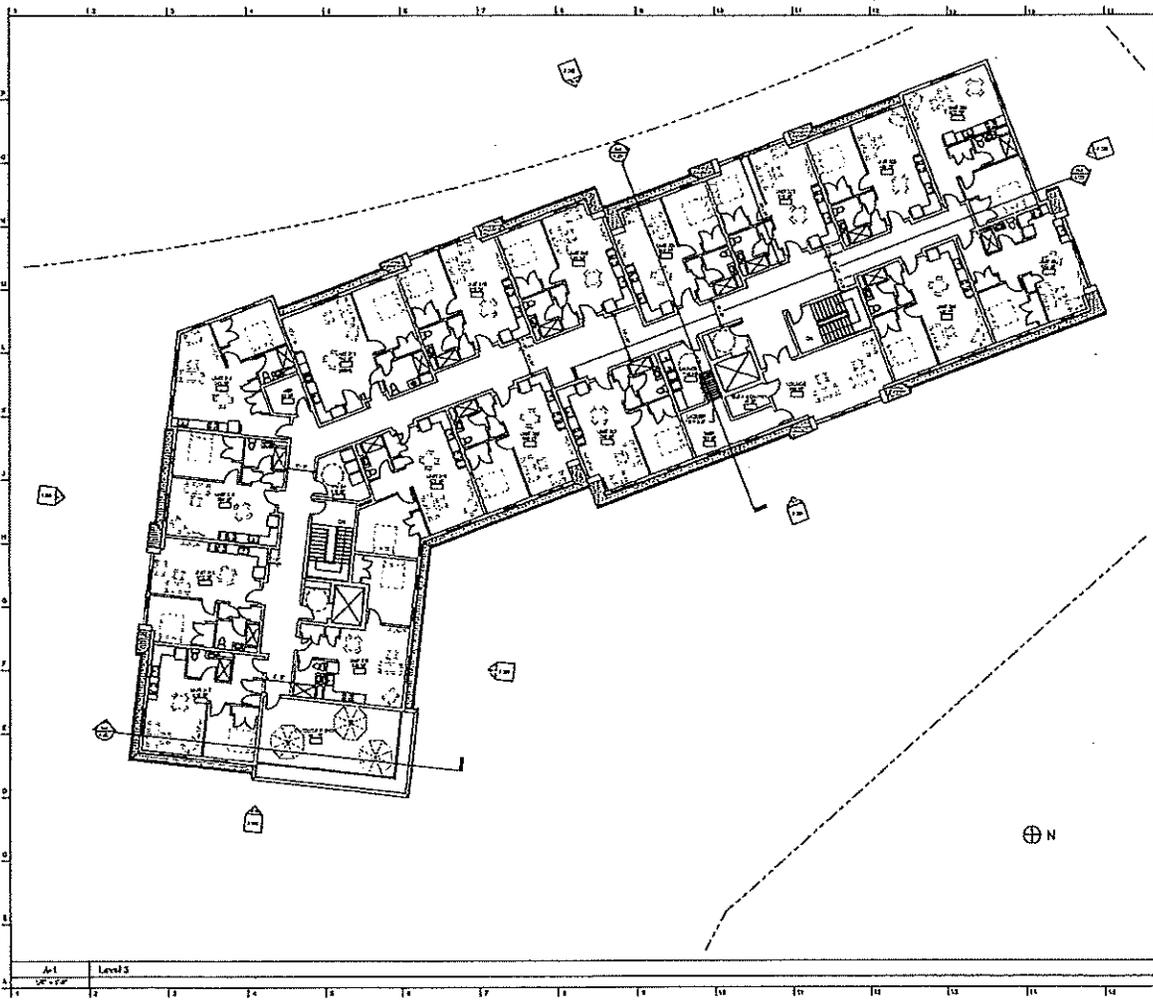
1000 W. 12th St.
 Scranton, PA 18503
 Tel: 717.345.1234
 Fax: 717.345.5678

PROJECT: SCRANTON MAIN SENIOR HOUSING
 FLOOR: SECOND FLOOR PLAN

DATE: 10/15/2010
 DRAWN BY: J. SMITH
 CHECKED BY: M. JONES

A102

A-1 Level 2



NOTES

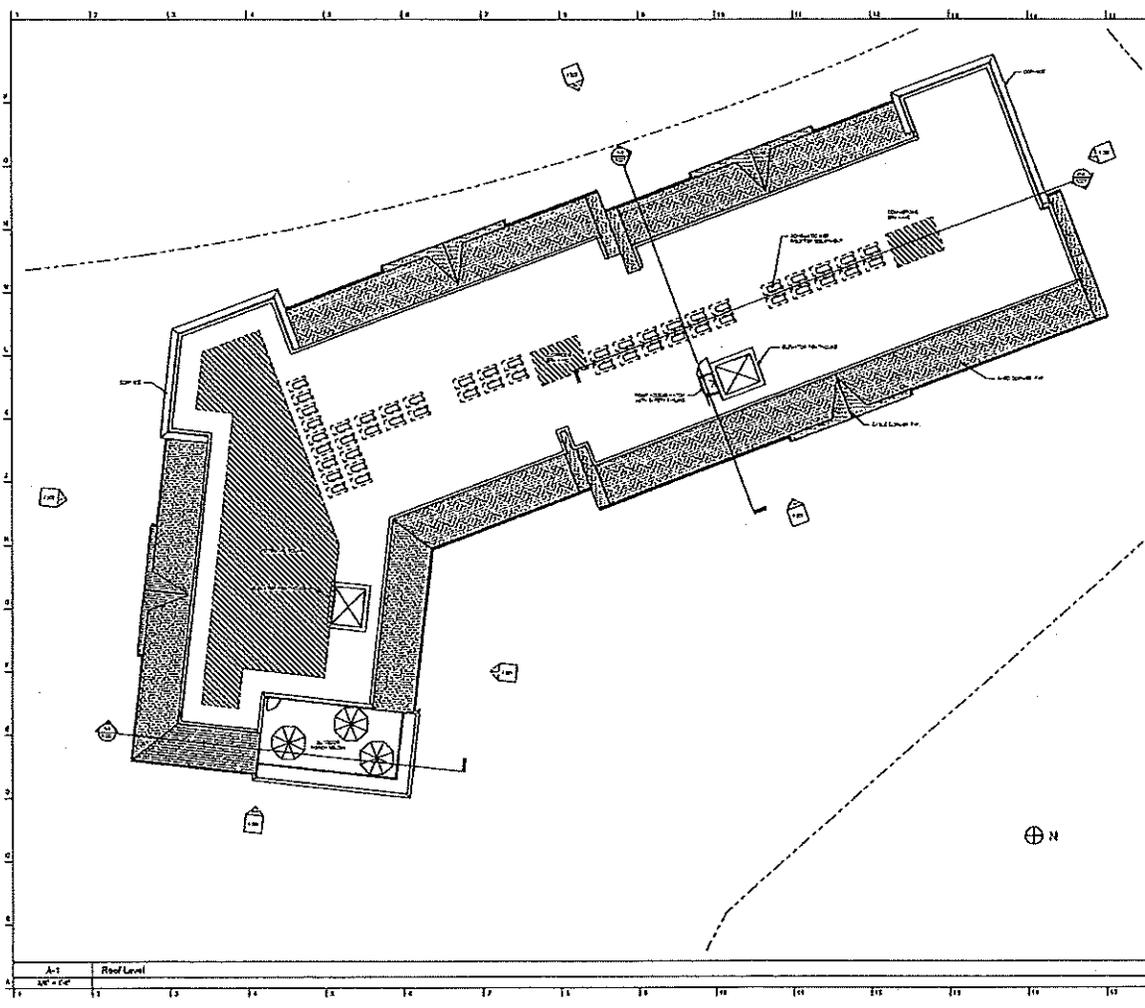
DAVIS
SQUARE
 ARCHITECTS

200 P.O. BOX
 JACKSONVILLE, FLORIDA 32202
 904/766-1111

PROJECT: SCRANTON BARR SENIOR HOUSING
 PHASE: THIRD FLOOR PLAN

A103

A-1 Levels



NOTES

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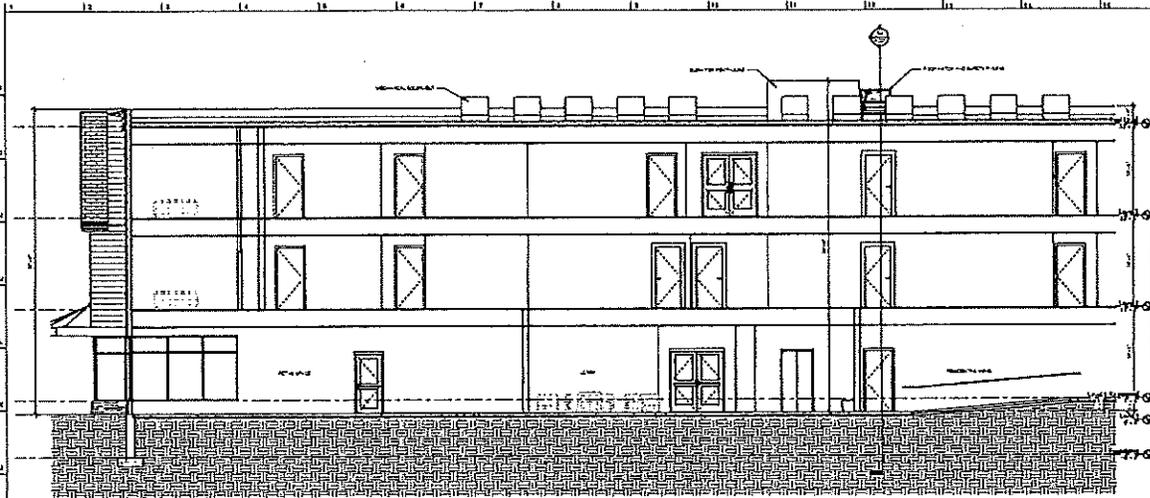
NO.	REVISION

D
DAVIS
 ENGINEERS
 ARCHITECTS

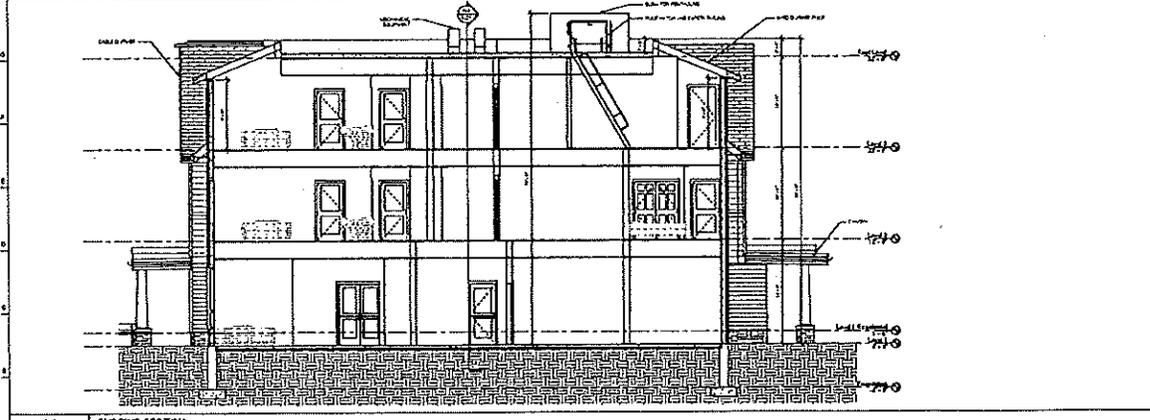
MANAGER OF
 SCRANTON MAIN SENIOR HOUSES
 PROJECT NO.

ROOF PLAN

PROCESSED
 A104



B-1 BUILDING SECTION 2



A-1 BUILDING SECTION

NOTES

DAVIS
SQUARE

DEPARTMENT OF
SOCIAL WELFARE SENIOR HOUSING
PROJECT NO. 22

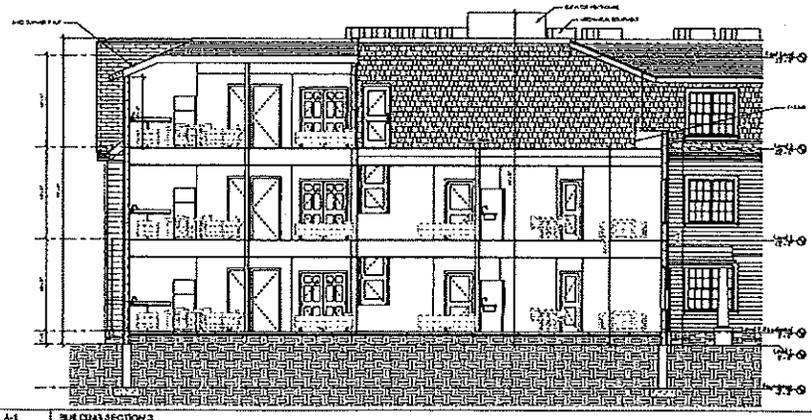
BUILDING SECTION 2

A501

1 2 3 4 5 6 7 8 9 10 11 12

F
D
V
L
1
2
3
4

NOTES



A-1 BUILDING SECTION 3

1 2 3 4 5 6 7 8 9 10 11 12

DAVIS BOARD ARCHITECTS <small>ARCHITECTS</small>	<small>400 S.W. 10th St. Miami, Florida 33135</small>
<p>OWNER</p> <p>SCOTT PROPERTIES OF SCRAMPTON LEAH'S EMBROIDERY HOUSES TAMPA, FL</p>	
<p>PROJECT</p> <p>BUILDING SECTION 3</p>	
<p>DATE</p> <p>10/15/11</p>	
<p>SCALE</p> <p>1/8" = 1'-0"</p>	
<p>PROJECT NO.</p> <p>A502</p>	



October 25, 2022

Board of Directors

Addie Drolette, *President*
Kevin McCarthy, *Vice President*
Savannah Fabbio, *Treasurer*
Susan Roman, *Asst. Treasurer*
Joan Bates, *Secretary/Clerk*
Joanne O'Sullivan, *Immediate Past President*
Marie C. Bigelow
Troy B. G. Clarkson
David Garrison
Sudie Gifford
Tom Manchester
Edwin Monteiro
Tammy Rausch
David Sutkowy

Executive Director

Karen L. Bissonnette, CFRE

Falmouth Housing Trust
P.O. Box 465
Falmouth, MA 02541
Tel. (508) 540-2370
FalmouthHousingTrust.org
Tax ID: 04-2936558

Ms. Kimberly Fish
Housing Coordinator, Town of Falmouth
59 Town Hall Square
Falmouth, MA 02540

Dear Kim,

Last week Rieko Hayashi from DHCD sent me an email with the attached Purchase Price Limit formula.

As you can see, the formula is saying that the maximum Falmouth Housing Trust can charge for the 33 Pheasant Lane house is \$232,500 for those at 80% of AMI. This is a significant reduction from the \$265,000 we had budgeted for the sale price about a year ago. In fact, at the time we chose this amount it was well below the maximum by at least \$20,000.

None of us could have imagined at the time we initiated this project that mortgage rates would have increased so dramatically.

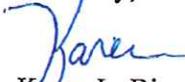
Falmouth Housing Trust is requesting an additional \$32,500 from the Affordable Housing Fund which would be in addition to the \$100,000 which has already been committed.

Falmouth Housing Trust has committed to raise over \$60,000 to make this project possible and we are on our way to doing this.

I have attached a revised budget so you can see the new numbers. I would like to point out that Falmouth Housing Trust is not taking a Developers Fee in making this house a deed restricted affordable home in perpetuity and one that will be placed on the Subsidized Housing Inventory.

Thank you so much for your help. Please let me know if you have any questions.

Sincerely,


Karen L. Bissonnette
Executive Director

cc: Peter Johnson-Staub

BUSINESS

3. Acting as Trustees of the Falmouth Affordable Housing Fund, Discussion and Vote on application from Falmouth Housing Trust for \$32,000 additional funding for affordable housing project at 33 Pheasant Lane (5 minutes)

Recommended Motion:

"I move that the Board, acting as Trustees of the Falmouth Affordable Housing Fund, grant \$32,500 to Falmouth Housing Trust to place a permanent deed restriction on the existing house at 33 Pheasant Lane. This amount is in addition to the \$100,000 previously approved bringing the total subsidy for the property to \$132,500 in total. And to authorize the Interim Town Manager to execute a commitment letter setting forth the terms of the financial award to the Falmouth Housing Trust."



TOWN OF FALMOUTH

Office of the Town Manager & Select Board
59 Town Hall Square, Falmouth, Massachusetts 02540

TO: Select Board
FROM: Peter Johnson-Staub, Acting Town Manager
SUBJECT: Falmouth Housing Trust – 33 Pheasant Lane, East Falmouth
Application to Falmouth Affordable Housing Fund (FAHF)
DATE: December 16, 2022
CC: Community Preservation Committee
Kimberly Fish, Housing Coordinator

The FAHF received correspondence from the Falmouth Housing Trust (FHT) requesting an increase in subsidy for the property located at 33 Pheasant Lane, East Falmouth.

The original amount approved by the Select Board in September 2022 was \$100,000, the additional request is \$32,500. With the increase of interest rates, the cost of the mortgage for prospective buyers goes up. In order for the mortgage to be affordable for an individual with an income not more than 80% of the Area Median Income, the sale price must be reduced to \$232,500 per the Massachusetts Department of Housing and Community Development (DHCD). The FHT had budgeted a sale price of \$265,000 a year ago when the application was submitted. The increased subsidy is requested to make it financially feasible for FHT to be able to sell the house at the lower price to a qualified purchaser and put the deed restriction on the property in perpetuity.

The FAHF Working Group reviewed the request on November 15, 2022 and recommended approval. The Community Preservation Committee has voted to recommend approval of this application. The increased costs have been verified by staff and are beyond the control of the applicant. I recommend approval.

Recommended Motion:

"I move that the Board, acting as Trustees of the Falmouth Affordable Housing Fund, grant \$32,500 to Falmouth Housing Trust to place a permanent deed restriction on the existing house at 33 Pheasant Lane. This amount is in addition to the \$100,000 previously approved bringing the total subsidy for the property to \$132,500 in total. And to authorize the Interim Town Manager to execute a commitment letter setting forth the terms of the financial award to the Falmouth Housing Trust."

ATTACHMENTS:

- Falmouth Housing Trust Application
- Falmouth Housing Trust letter 10/25/2022
- Community Preservation Committee Recommendation



Community Preservation Committee
59 Town Hall Square, Falmouth, MA 02540
508-495-7436

MEMO

To: Peter Johnson-Staub, Interim Town Manager
Kimberly Fish, Housing Coordinator

From: Maureen Thomas, Community Preservation Coordinator

M. Thomas

Cc: Russell Robbins, CPC Chair

Re: CPC Recommendation - FAHF Application - 33 Pheasant Lane

Date: December 5, 2022

On Thursday, December 1, 2022, the Community Preservation Committee (CPC) voted unanimously to make a recommendation to the Trustees in support of the additional funding for the Falmouth Housing Trust (FHT) 33 Pheasant Lane affordable housing project in the amount of \$32,500.

Thank you very much for your consideration of the CPC recommendation.

FALMOUTH AFFORDABLE HOUSING FUND
Established by Ch. 29 of the Acts of 2011
Board of Selectmen, Trustees

59 Town Hall Square
Falmouth, Massachusetts 02540
(508) 495-7344

AFFORDABLE HOUSING FUND APPLICATION
Calendar Year 2019

General Information

Project Name: 33 Pheasant Lane

Project Location and Parcel ID#: 33 Pheasant Lane, 40 11 005 013

Type of Project: 40B LIP

Applicant(s) name/ Organization: Falmouth Housing Trust, Inc.

Contact Person: Karen Bissonnette, Executive Director

Mailing Address: P.O. Box 465, Falmouth, MA 02543

Telephone Number: (508) 274-1651

Email Address: kb@falmouthhousingtrust.org

Property Ownership

Legal Property Owner of Record: A Purchase and Sale agreement has been signed between Pheasant Lane, LLC and Falmouth Housing Trust. Purchase is contingent on the LIP application receiving approval.

Is the owner the applicant? NO. P&S attached.

If not, does the applicant have site control or written consent of the property owner to submit an application? If yes, attach documentation. Without this documentation the project will be ineligible for funding for this applicant. For projects that have an acquisition expense the applicant must provide an appraisal from an independent party that justifies the acquisition cost.

Development Team

Please submit as attachments the resumes of the development team and a list and description of affordable housing projects completed by the applicant.

Karen Bissonnette, Executive Director (resume attached)
 Addie Drolette, President of the Board of Directors (resume attached)
 Troy Clarkson, Board of Directors member (resume attached)
 Joanne O'Sullivan, Immediate Past President of the Board of Directors (resume attached)
 Tom Manchester, Board of Directors member (resume attached)
 Edwin Monteiro, Board of Directors member (resume attached)

Project Information

Describe the proposed project including:

Project Style: Single-family house
 Type of Units (condo ownership, fee simple ownership, rental, etc.): Deed-restricted homeownership
 Total Number of Units: 1
 Number of Market Units: 0 Number of BRs: 0
 Number of Affordable Units: 1 Number of BRs: 3
 Proposed Sale Prices/Rents: \$265,000
 Proposed Condo Fees: 0

Proposed % of AMI target beneficiaries: 80 %

Describe how this project addresses the unmet affordable housing needs of the community as identified in the *Town of Falmouth Housing Demand Study & Needs Analysis (2014)* and the *Town of Falmouth Local Comprehensive Plan (2016)*.

This project addresses the affordable needs of the Town in accordance with the Falmouth Affordable Housing Fund Board of Trustees 2019 Funding Priorities by creating affordable housing that is consistent with many of the Commonwealth's Sustainable Development Principles:

- by creating affordable housing with an increased density that is compatible with surrounding homes and neighborhoods
- by meeting criteria of the Target Populations by providing housing for low-income households
- by providing housing for larger families needing 3+ bedrooms
- by creating homes for first-time buyers

Also, this project is in line with the 2019-2023 Housing Production Plan's stated need for 70+ housing units per year. The Plan calls for 15% of the goal to be single-family homes, or 56 houses. As of April 2022, only 6 affordable homeownership houses have been built, sold and occupied. Furthermore, creating more housing aligns with Governor Baker's Housing Choice goal of 135,000 new housing units in the Commonwealth.

Clearly, the demand for housing continues to increase and according to the Housing Needs and Demand Analysis, Falmouth needs more than 500 homes over the next five years to meet this demand. Falmouth Housing Trust's mission is to build workforce housing for young people and families. The lack of affordable housing contributes to the loss of our young workforce—many of whom are low- to

moderate-income people who provide essential services to our community. As Falmouth's young workforce has decreased, our population continues to grow older; the number of age-dependent people (children and those 65 and older) is larger than our working population. This is an unhealthy ratio for any community; all communities need a diverse, productive workforce to thrive.

The recent closure of the Falmouth Hospital Maternity and Pediatric units and the significant decrease in school enrollment are harsh reminders of the lack of people in Falmouth and the surrounding areas of child-bearing age. No community can survive without this group of people.

By losing or not attracting this demographic, our community is losing the diversity, vibrancy, and contributions that this population brings which affects our local economy and threatens our quality of life. Falmouth's lack of affordable workforce housing is an obstacle to attracting and retaining a young and talented workforce. To retain this population, our low- to moderate-income residents must have housing they can afford. Because Falmouth Housing Trust recognizes the value of this demographic to the health and composition of our town, creating affordable housing for this population is our sole priority. By providing affordable workforce housing, FHT helps retain this valuable populace and makes our community vital, healthy and economically strong.

As we all know, the past two years have made attaining appropriate housing even more difficult. During the pandemic Barnstable County was one of the four top places in the nation people flocked to, driving prices up even higher than they already were. Employees on Cape Cod cannot compete with salaries from New York, Connecticut, and the Boston area—including cash offers over asking price.

According to the Cape and Islands Association of Realtors, the median home prices in Falmouth have skyrocketed. Median home prices have climbed from \$439,000 in 2020 to presently over \$700,000.

"Falmouth has both special qualities and unique challenges...the very beauty that makes Falmouth so appealing also masks the degree of economic hardship that exists in the Town."

– Town of Falmouth, Housing Demands Study & Needs Analysis.

Site Information

Please provide a description of the surrounding area and community profile including a description of the current site characteristics, zoning, environmental, and any regulatory requirements or constraints. Attach a map and photos of the project site and neighborhood along with any zoning/permitting relief required.

Building: This project requires a Comprehensive Permit from the ZBA.

Zoning: Residential C.

Health: A conventional septic system exists.

Conservation: The completed home does not impact any areas subject to Con Com jurisdiction.

Infrastructure: East Falmouth Elementary school is 1 mile away. The nearest gas station, and grocery is 1.1 miles away. The beach is 0.8 miles away. Nearest pharmacy (CVS) is 1.1 miles away. Falmouth Town

Falmouth Affordable Housing Fund

Rev. 4/19

Hall is 4.9 miles away. The nearest church (St. Anthony's) is 1.5 miles away. Cape Cod Regional Transit Authority runs the "Sealine" bus down Route 28. Route 28 is 1.1 miles away from 33 Pheasant Lane. Buses run between Hyannis and Woods Hole every hour, and a stop can be made or requested anywhere along the route.

Amount of FAHF Request: \$100,000

Project Feasibility

Attach project budget information on the included Attachment A –OneStop 2000 Affordable Housing Finance Application Sections 3: Sources and Uses and Section 4: Budget Pro Forma together with at least one bank letter of reference.

Community Outreach

Provide a description of the applicant efforts to engage the community members through outreach, meetings, and other educational initiatives.

FHT will work with Housing Assistance Corp. to welcome applicants to the Housing Lottery. This will include an educational session, print advertising, social media and contacting those who have participated in previous lotteries to ascertain their interest in applying for this lottery.

Development Schedule

Describe the timeframe for the proposed project and how it will be implemented. Provide a timeline for all project milestones included as *Attachment B – Project Schedule*.

List of Attachments

- Purchase and Sale Agreement between Pheasant Lane, LLC and Falmouth Housing Trust, Inc.
- List of affordable housing projects completed by Falmouth Housing Trust, Inc.
- Development Team resumes
- Property map of 33 Pheasant Lane
- Photos of 33 Pheasant Lane
- Site Plan
- As Built
- Appraisal
- House Plans
- One-Stop Affordable Housing Budget
- Project Schedule (Attachment B)

If you have any questions, please do not hesitate to contact Carla Feroni at 508 495-7344 or at the email address below.

Submit one electronic copy to Townmanager@falmouthma.gov and (6) hard copies to: Housing Coordinator, Town of Falmouth, 59 Town Hall Square, Falmouth, MA 02540

Provide a schedule for project implementation using the Milestones below. If Milestone B or C is not applicable to your project, mark the Milestone "NA." *Note: Implementation Schedules must be realistic. Carefully consider projected Milestone dates. Unrealistic Implementation Schedules may have a negative impact on the project's application review. Project implementation delay may be considered in recommendation for grant award.*

Milestones (Month/Year):

A. Project Start (Month/Year): December 2021

B. Procurement Documents Submitted to FAHF (Month/Year): N/A

C. Project Construction/Professional Contract Submitted FAHF (Month/Year): N/A

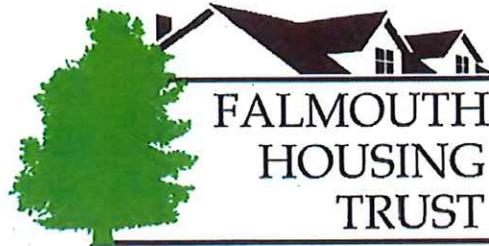
D. Project/Construction Start (Month/Year): N/A

E. 50% Project Completion (Month/Year): N/A

F. 100% Project Completion (Month/Year): N/A

G. Close-Out Complete (Month/Year): September 2022

Comments: This house was completed in 2020 and FHT signed a Purchase and Sale Agreement with the developer in December 2021. This sale is contingent upon receiving a Comprehensive Permit from the ZBA.



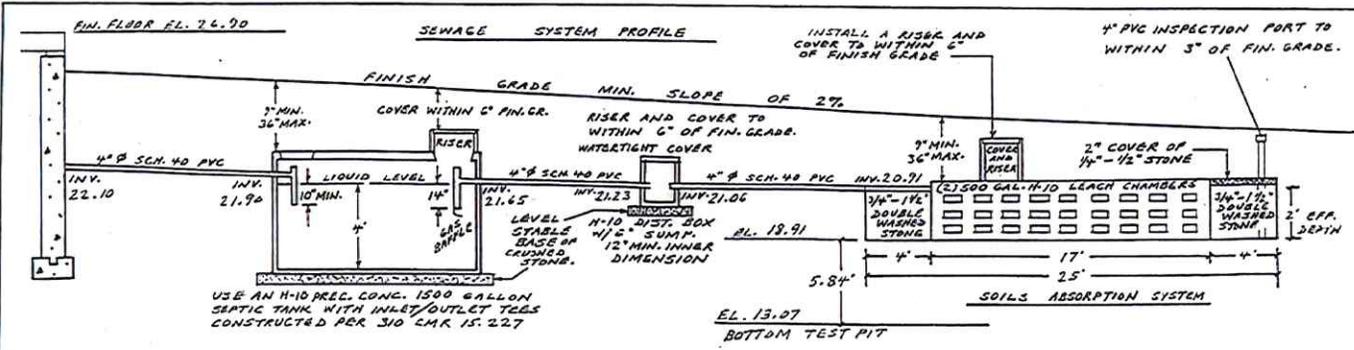
ATTACHMENT B -- PROJECT SCHEDULE:

- December 2021-Negotiated with developer to acquire property.
- December 2021 – FHT communicated with DHCD about project.
- December 2021 – FHT executed a Purchase and Sale agreement with Pheasant Lane, LLC.
- March 2022 – FHT executed a modified Purchase and Sale agreement with Pheasant Lane, LLC.
- April 2022 – FHT goes to the Select Board for approval on the LIP application. The Select Board unanimously voted in favor of the LIP application on April 11th, 2022.
- April 21, 2022 – FHT submits LIP application to DHCD for site approval letter.
- May 2022 – Begin Affirmative Fair Housing Marketing Plan process with Housing Assistance Corporation.
- July 2022 – Contingent on-site Approval Letter, FHT goes before ZBA for Comprehensive Permit approval.
- August 2022 – Housing Lottery conducted by Housing Assistance Corporation.
- September 2022 – Home is sold to new owner

FALMOUTH HOUSING TRUST, INC.

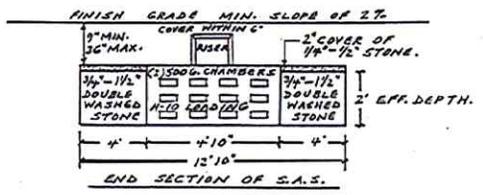
33 PHEASANT LANE, FALMOUTH, MA

SITE PLAN



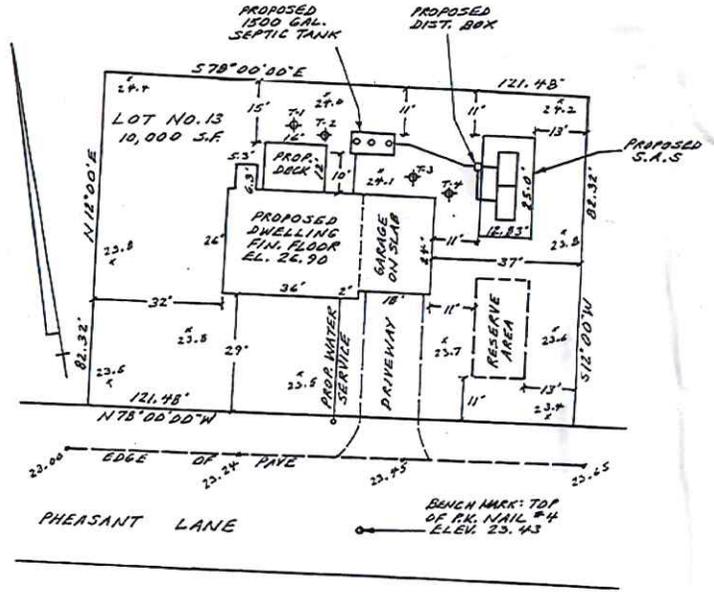
SOILS TEST RESULTS	
TEST	RESULTS
T-1	T-2
0" GRASS LOAM 7.5YR 3/2	0" GRASS LOAM 7.5YR 3/2
7" LOAMY SAND 2.5YR 7/2	10" LOAMY SAND 2.5YR 7/2
31" LOOSE COARSE SAND 10YR 7/4	30" LOOSE COARSE SAND 10YR 7/4
EL. 24.10	EL. 23.95
EL. 21.69	EL. 21.62
EL. 13.10	EL. 13.12

- SEWAGE SYSTEM DESIGN CALCULATIONS:**
- DESIGN DAILY FLOW:
3 BEDROOMS x 110 GPD/BDRM. = 330 GPD
 - ABSORPTION AREA REQUIRED:
 $330 \text{ GPD} \div 0.74 \text{ G/SF(LTAR)} = 444 \text{ SF REQUIRED.}$
 - USE TWO PRECAST CONC. 500 GALLON LEACH CHAMBERS WITH 4" OF 3/4"-1 1/2" DOUBLE WASHED STONE AROUND.
 - ABSORPTION AREA PROVISION:
BOTTOM AREA: $12.83 \times 25.0 = 320 \text{ SF}$
SIDE AREA: $21(25.44 + 58.0) = 151 \text{ SF}$
TOTAL AREA: $320 + 151 = 471 \text{ SF PROVIDED.}$
 - DAILY FLOW PROVIDED: $471 \text{ SF} \times 0.74 \text{ G/SF} = 348 \text{ GPD.}$
 - DESIGN IS FOR USE WITH NO GARBAGE GRINDER.
 - SEPTIC TANK SIZE: $330 \text{ GPD} \times 48 \text{ HOURS} = 660 \text{ GALLONS, SO USE THE MINIMUM REQUIRED 1500 GALLON SEPTIC TANK.}$



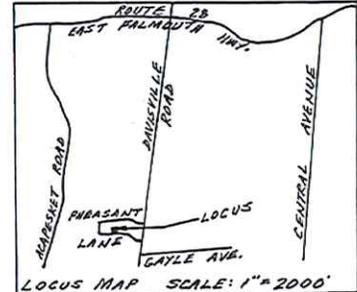
SOILS TEST RESULTS	
TEST	RESULTS
T-3	T-4
0" GRASS LOAM 7.5YR 3/2	0" GRASS LOAM 7.5YR 3/2
7" LOAMY SAND 7.5YR 9/2	8" LOAMY SAND 7.5YR 5/2
28" LOOSE COARSE SAND 10YR 7/4	30" LOOSE COARSE SAND 10YR 7/4
EL. 21.20	EL. 21.07
EL. 21.87	EL. 21.57
EL. 13.20	EL. 13.07

GROUNDWATER NOT ENCOUNTERED.
SOILS TEST DATE: NOVEMBER 15, 2018
FALMOUTH HEALTH DEPT: SCOTT MCGANN
SOILS EVALUATOR: JOHN DOYLE
PERC. RATE < 5 MIN. PER INCH IN "C"
SOILS TEXTURAL CLASS: ONE



- GENERAL NOTES:**
- ALL CONSTRUCTION METHODS AND MATERIALS SHALL CONFORM TO TITLE 5 AND FALMOUTH BOARD OF HEALTH REGULATIONS.
 - ALL SEWAGE SYSTEM JOINTS SHALL BE WATERTIGHT.
 - DOUBLE WASHED STONE SHALL BE FREE OF DUST AND FINES.
 - CONTRACTOR SHALL CONTACT DIG-SAFE SYSTEMS TO VERIFY AND MARK THE UTILITIES LOCATIONS.
 - PROPOSED SEWAGE SYSTEM COMPONENTS SHALL BE INSTALLED ON A LEVEL, STABLE BASE, TRUE TO GRADE.
 - FLOW EQUALIZERS SHALL BE INSTALLED ON THE ENDS OF THE OUTLET PIPES WITHIN THE DISTRIBUTION BOX.
 - NO BACKFILLING SHALL OCCUR PRIOR TO INSPECTION AND APPROVAL BY THE DESIGNER AND FALMOUTH HEALTH DEPT.
 - ZONING DISTRICT: RC
 - 110 MPH WIND EXPOSURE CATEGORY "B"
 - LOT NO. 13 IS NOT LOCATED IN A FLOOD HAZARD ZONE.
 - EXISTING LOT COVERAGE: ZERO
 - PROP. LOT COVERAGE BY STRUCTURES: 1593.4 S.F. = 15.93%
 - PROP. LOT COVERAGE BY STRUCTURES, PAVING, PARKING: 2039.6 S.F. = 20.4%

Health Approved
John Doyle
12-26-18



LOCUS MAP SCALE: 1" = 2000'

SITE AND SEWAGE PLAN PREPARED FOR DANIEL MACLONE PROPOSED 3 BEDROOM DWELLING ASSESSORS MAP: 40-11-005-013 33 PHEASANT LANE FALMOUTH, MA. SCALE: 1" = 20' NOV. 16, 2018

J. DOYLE ASSOCIATES 508-563-1994 170 CLOVERFIELD WAY E. FALMOUTH, MA. 02536

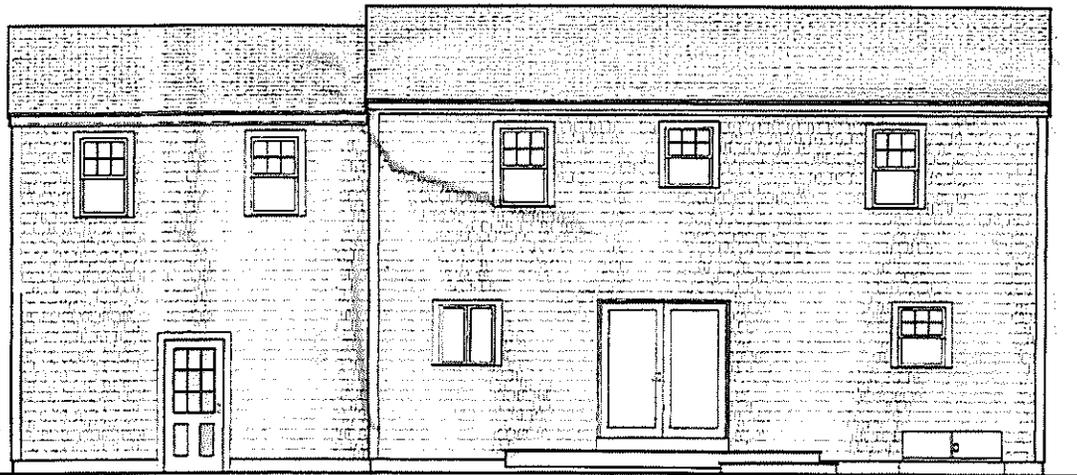
FALMOUTH HOUSING TRUST, INC.

33 PHEASANT LANE, FALMOUTH, MA

**AS BUILT
FOUNDATION
PLAN**



FRONT ELEVATION
Scale: 1/4" = 1'-0"



REAR ELEVATION
Scale: 1/4" = 1'-0"

DRAWINGS REVIEWED BY
PALMOUTH BUILDING DEPARTMENT
CONSTRUCTION SUBJECT TO MA
BUILDING CODE COMPLIANCE
ONE SET OF STAMPED PLANS SHALL
BE KEPT AT THE BUILDING SITE
DATE: 12-26-18 BUILDING OFFICIAL: [Signature]

TOWN OF PALMOUTH
INSPECTIONAL SERVICES
ISSUED IN PART WITH
THE FOLLOWING CONDITIONS:

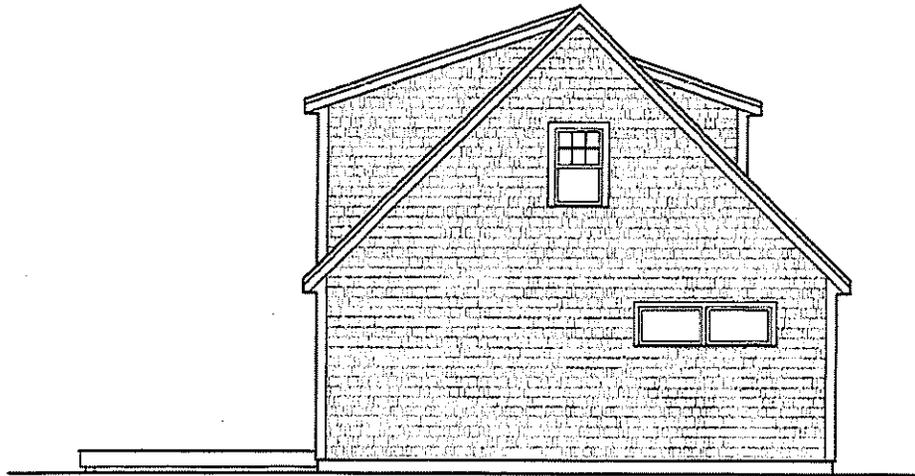
Steel Beam Engineered
design Prior To Rough Inspection Request



Project No: MACLONE SPEC
33 PHEASANT LANE
PALMOUTH, MA

Drawing Title: ELEVATIONS

Designer	DAI	Scale	1/4" = 1'
Date	11/10/18	Sheet No.	1 of 8

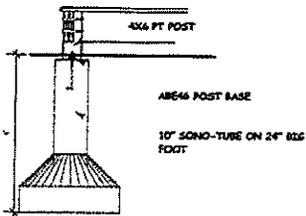


LEFT ELEVATION
Scale: 1/4" = 1'-0"

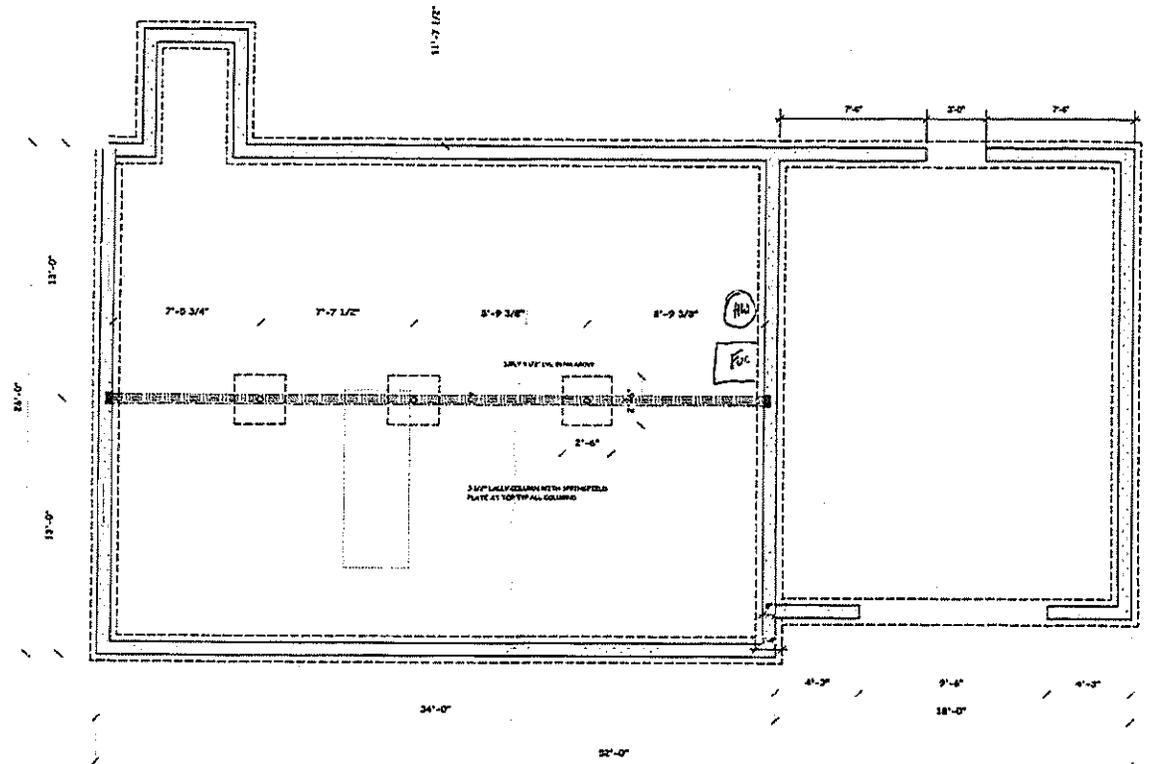


RIGHT ELEVATION
Scale: 1/4" = 1'-0"

	
Project Name MACLONE SPEC 33 PHEASANT LANE FALMOUTH, MA	
Drawing Title ELEVATIONS	
Designer	Reviewer
Drawn by DAM	Scale 1/4" = 1'
Date 11/10/18	Sheeting No. 2 of 8
DWG File Name	



DECK CONNECTION DETAIL
Scale: 1/4" = 1'-0"



STEEL BOLTS EMBEDDED 7" MIN.
AND SPACED PER CODE W/TREATED
2x6 SILLS AND SILL SEALER

POURED CONCRETE SLAB

COMPACTED OR
UNDISTURBED EARTH

KEYWAY IN
FOOTING

FOUNDATION SECTION
Scale: 1/2" = 1' - 0"

Notes: 1. All steel bolts and nuts are to be galvanized and shall be protected in accordance with the manufacturer's instructions. 2. All steel bolts and nuts shall be protected in accordance with the manufacturer's instructions. 3. All steel bolts and nuts shall be protected in accordance with the manufacturer's instructions.

Notes: 4. All steel bolts and nuts are to be galvanized and shall be protected in accordance with the manufacturer's instructions. 5. All steel bolts and nuts shall be protected in accordance with the manufacturer's instructions. 6. All steel bolts and nuts shall be protected in accordance with the manufacturer's instructions.

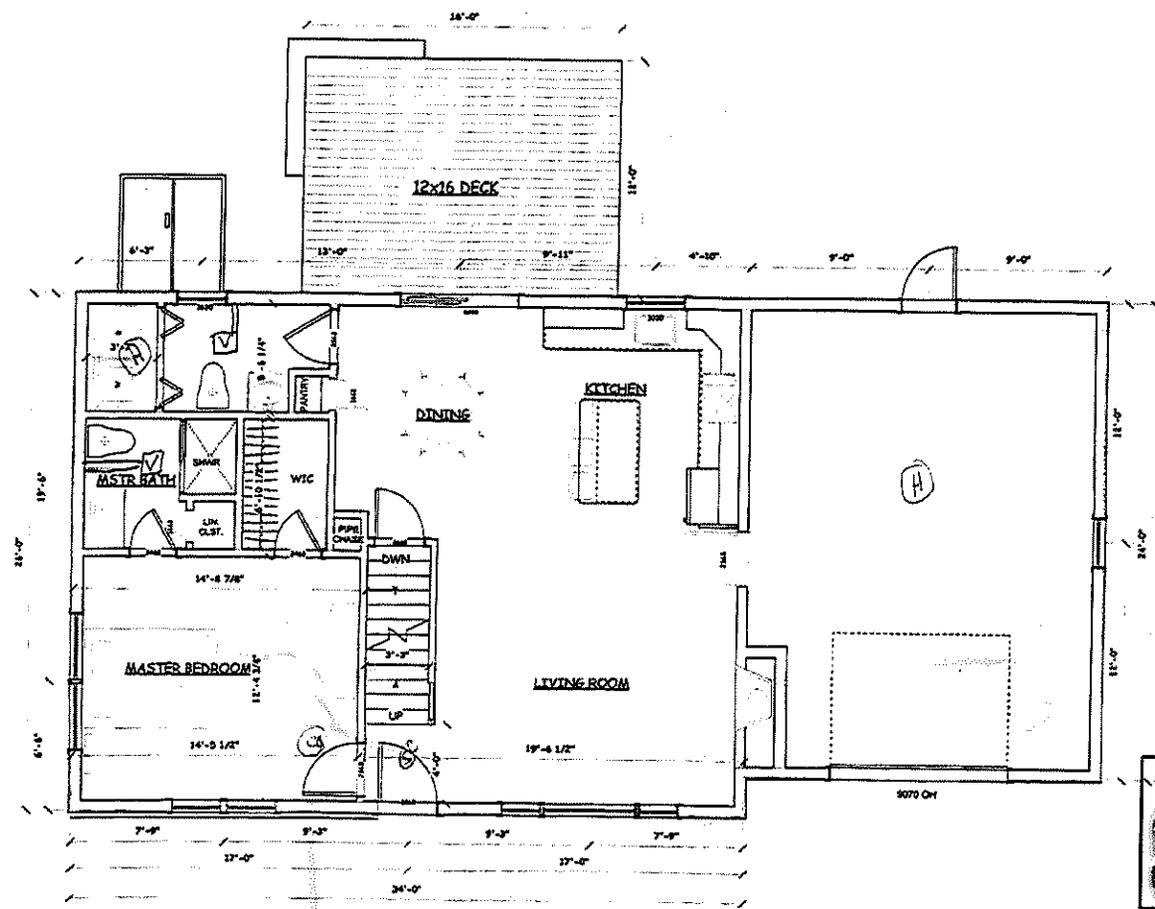
Member/Post	Building Footing (See Detail)								Remarks
	1.00	1.25	1.50	1.75	2.00	2.25	2.50	2.75	
Foundation	11	11	11	11	11	11	11	11	11
Post	11	11	11	11	11	11	11	11	11
Other	11	11	11	11	11	11	11	11	11
Total	33	33	33	33	33	33	33	33	33



Project No: **MACLONE SPEC**
33 PHEASANT LANE
FALMOUTH, MA

Drawing Title: **FOUNDATION**

Drawn By: DAM	Scale: 1/4" = 1'
Date: 11/10/18	Sheet: 3
CAD File Name:	of 8



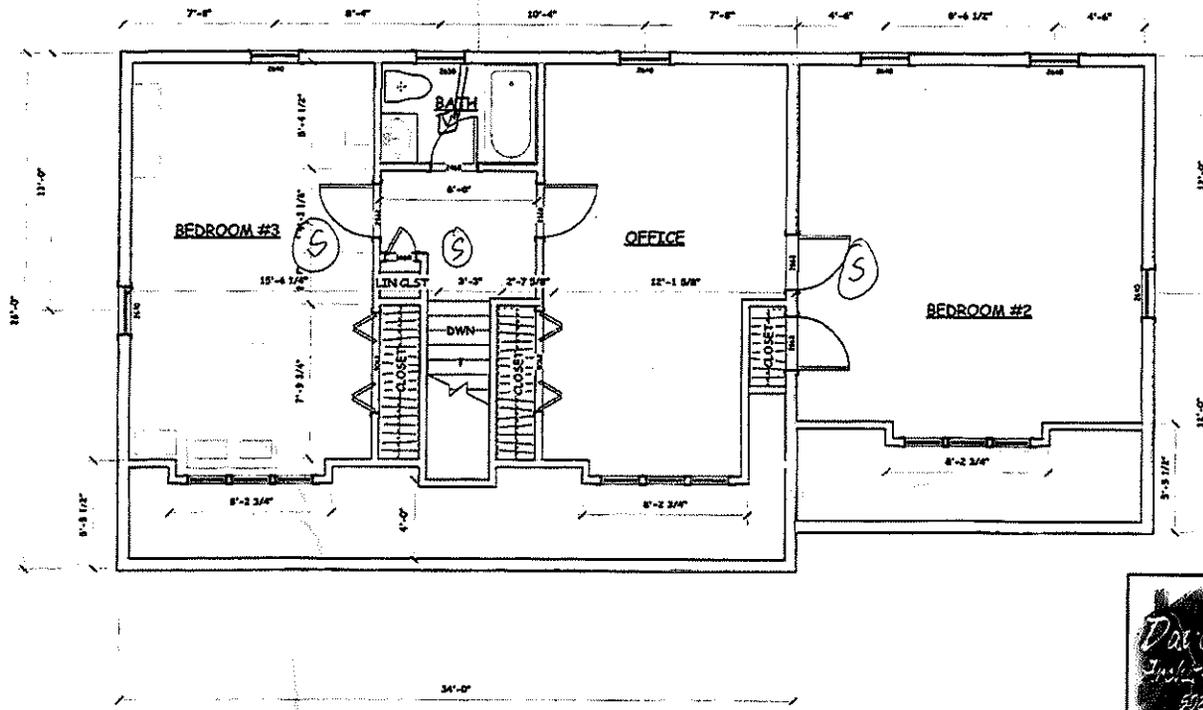
FIRST FLOOR



Project Title
MACLONE SPEC
33 PHEASANT LANE
FALMOUTH, MA

Drawing Title
FIRST FLOOR PLAN

Designer	Checker
Drawn By DAM	Scale 1/4" = 1'
Version	Drawing No.
Date 11/10/18	4 of 8
CAD File Name	



SECOND FLOOR



Project Name		MACLONE SPEC 33 PHEASANT LANE FALMOUTH, MA	
Drawing Title		SECOND FLOOR PLAN	
Designer	Checker		
Drawn By	Scale	1/4" = 1'	
Version	Drawing No.	5	
Date		11/10/18	
CAD File Name		of 8	

FURTE Level: Floor Deck Form
3 phase(s) 2 3/4" x 11 7/8" 22.5K @ 12" O.C. LVL

Overall Length: 10'

All members are measured from the outside face of left support for left column and all dimensions are horizontal.

Member	Material	Section	Span	Load	Notes
Primary Joist	22.5K	22.5K	12'	1.15 (2.1, 1.1, 1.1)	22.5K @ 12" O.C.
Secondary Joist	22.5K	22.5K	12'	1.15 (2.1, 1.1, 1.1)	22.5K @ 12" O.C.
Beam	2 3/4"	2 3/4"	10'	1.15 (2.1, 1.1, 1.1)	2 3/4" x 11 7/8" 22.5K @ 12" O.C.
Form Deck	Form Deck	Form Deck	10'	1.15 (2.1, 1.1, 1.1)	Form Deck

Supports

Support	Material	Section	Span	Load	Notes
Left Support	22.5K	22.5K	12'	1.15 (2.1, 1.1, 1.1)	22.5K @ 12" O.C.
Right Support	22.5K	22.5K	12'	1.15 (2.1, 1.1, 1.1)	22.5K @ 12" O.C.

Notes:

1. All members are measured from the outside face of left support for left column and all dimensions are horizontal.
2. All members are measured from the outside face of right support for right column and all dimensions are horizontal.
3. All members are measured from the outside face of left support for left column and all dimensions are horizontal.

33 PHEASANT LANE
FALMOUTH, MA

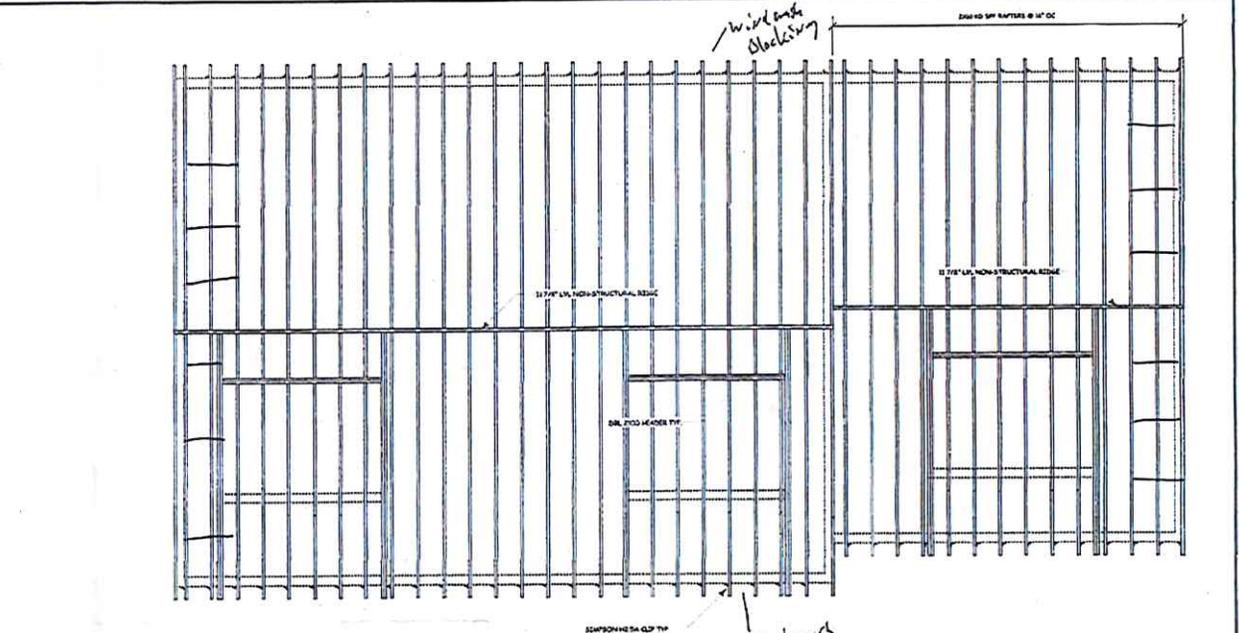


Fig. 5 - IBC Code for Wood Construction of High Wood Areas - 110 mph Wind Zone Massachusetts Checklist for Compliance (780 CMR 53012.1.1)

Job: 33 PHEASANT LANE FALMOUTH, MA

Section	Code Reference	Compliance	Notes
1.1 SCOOPS	Wood Framed (1 and 2)	110 mph	110 mph
1.2 APPLICABILITY	Number of stories per wind direction 4 in 12 areas shall be compared to story	3	2
1.3 FRAMING CONNECTIONS	General compliance with framing connections	Table 6	11
2.1 FOUNDATION	Foundation Type meeting requirements of 780 CMR 5401.1	Concrete	11
2.2 ANCHORAGE TO FOUNDATION L3	L3 Anchor Bolt installed at 90° Primary Mechanical Anchors are installed in concrete	Table 7	11
2.3 FLOORS	Floor Framing member spans checked	Table 8	11
4.3 WALLS	Wind Walls	Table 9	11
4.2 EXTERIOR WALLS	Wind Walls	Table 10	11

Fig. 6 - IBC Code for Wood Construction of High Wood Areas - 110 mph Wind Zone Massachusetts Checklist for Compliance (780 CMR 53012.1.1)

Job: 33 PHEASANT LANE FALMOUTH, MA

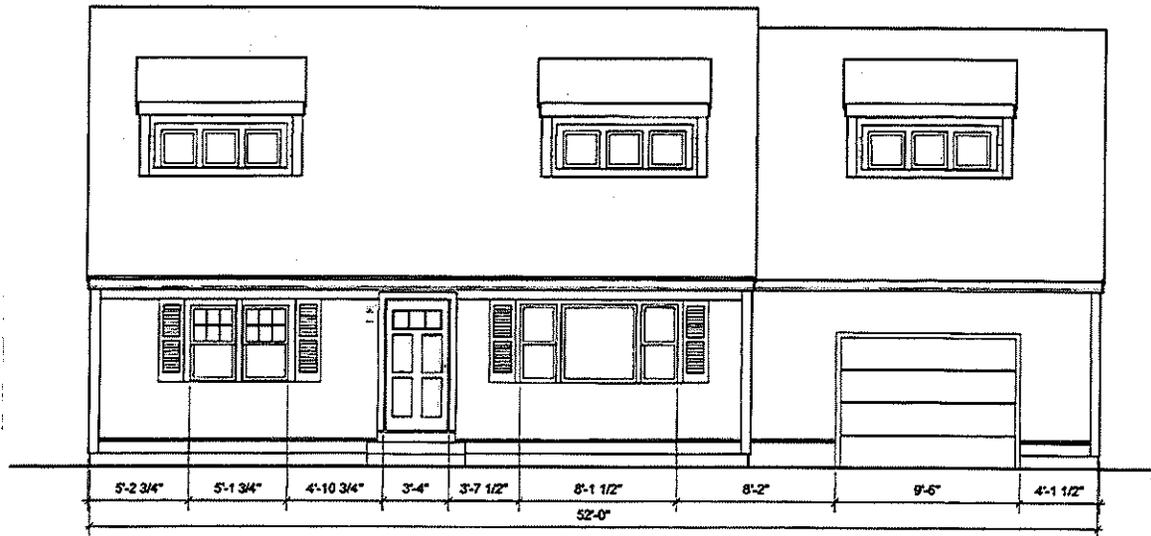
Section	Code Reference	Compliance	Notes
1.2 APPLICABILITY	Number of stories per wind direction 4 in 12 areas shall be compared to story	3	2
1.3 FRAMING CONNECTIONS	General compliance with framing connections	Table 6	11
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2.2 ANCHORAGE TO FOUNDATION L3	L3 Anchor Bolt installed at 90° Primary Mechanical Anchors are installed in concrete	Table 7	11
2.3 FLOORS	Floor Framing member spans checked	Table 8	11
4.3 WALLS	Wind Walls	Table 9	11
4.2 EXTERIOR WALLS	Wind Walls	Table 10	11

MACLONE SPEC
33 PHEASANT LANE
FALMOUTH, MA

ROOF FRAMING

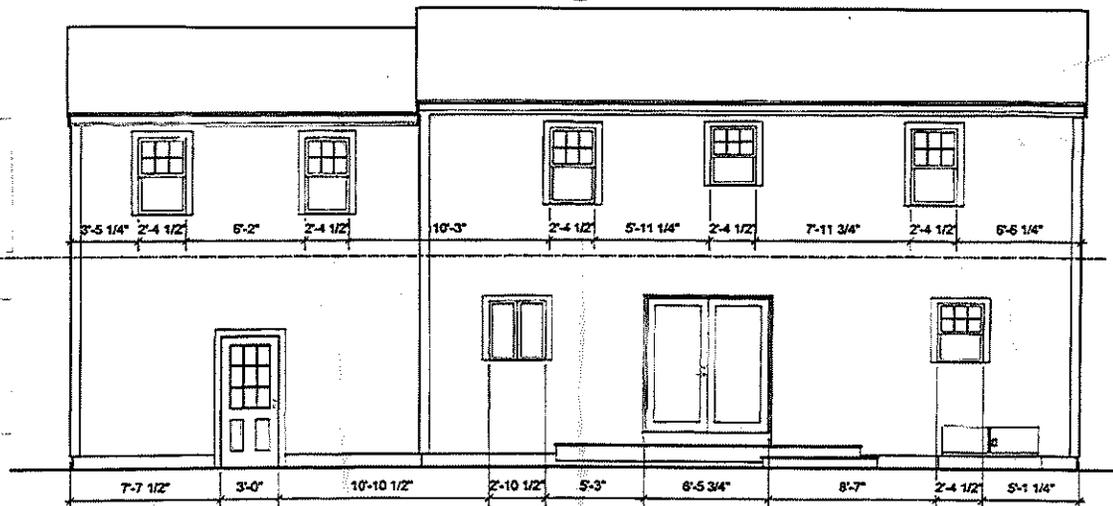
Designer: DAM
Client: DAM
Scale: 1/4" = 1'
Date: 11/10/18
CAD File Name: 7 of 9

Building Aspect Ratio (L/W): 2
 Nailing Pattern
 Edge: 3"
 Field: 12"
 Percentage Required Length: 24%
 Percentage Provided Length: 50%



FRONT ELEVATION
 Scale: 1/4" = 1'-0"

Building Aspect Ratio (L/W): 2
 Nailing Pattern
 Edge: 3"
 Field: 12"
 Percentage Required Length: 24%
 Percentage Provided Length: 77%



REAR ELEVATION
 Scale: 1/4" = 1'-0"

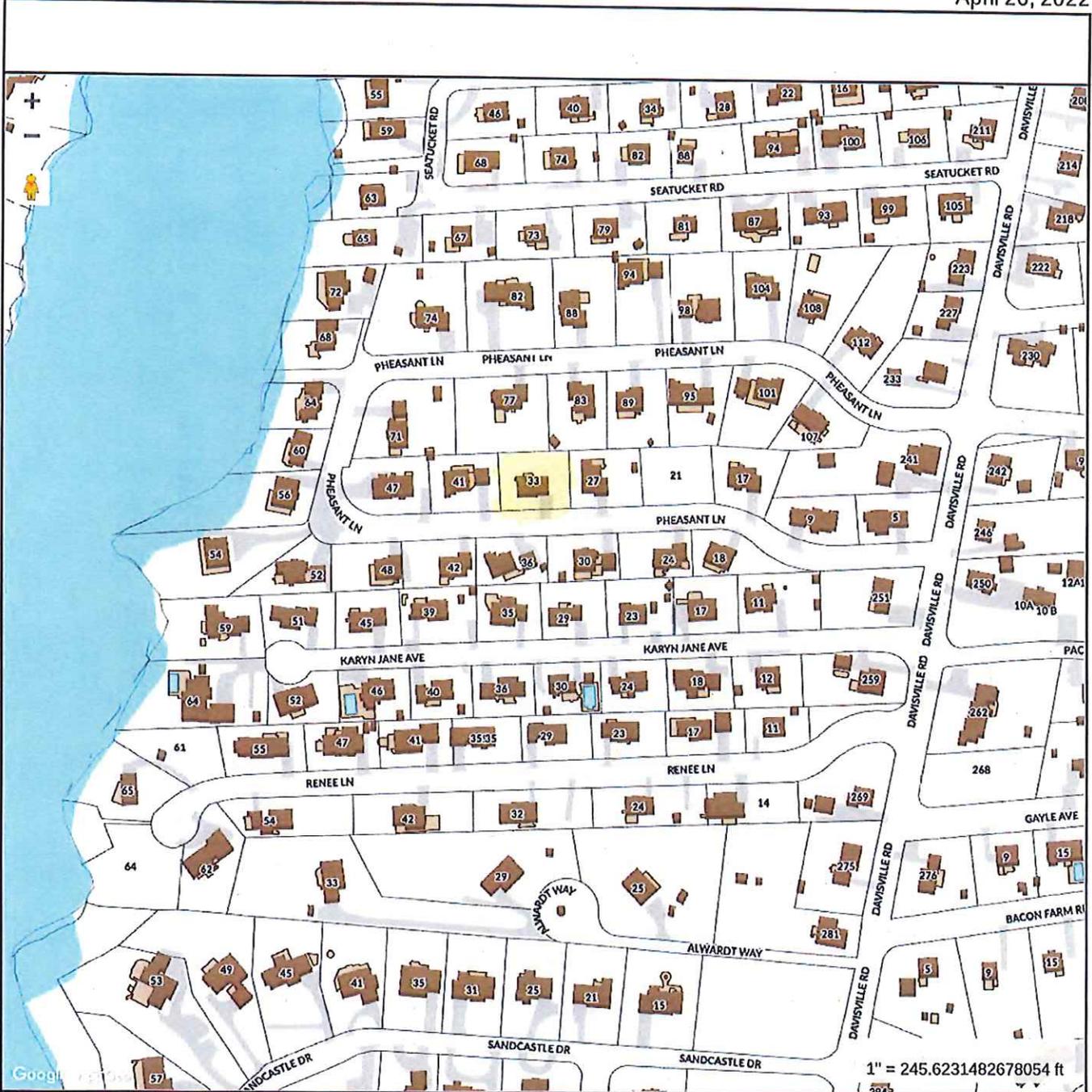
Building Aspect Ratio (L/W): 2
 Nailing Pattern
 Edge: 3"
 Field: 12"
 Percentage Required Length: 24%
 Percentage Provided Length: 72%



Project No: MACLONE SPEC
 33 PHEASANT LANE
 FALMOUTH, MA

Drawing No: BRACED WALL WIND SHEAR
 COMPLIANCE

Drawn By: DAM	Date: 11/10/18	Scale: 1/4" = 1'
Title:	Sheet No: 8	
Date: 11/10/18	of 8	
Client Name:	0	



**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.

Data updated 03/24/2022

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

Town of Falmouth, MA

Property

Zoom To Share Print 33 pheas

Search Selection Themes Markup Abutters

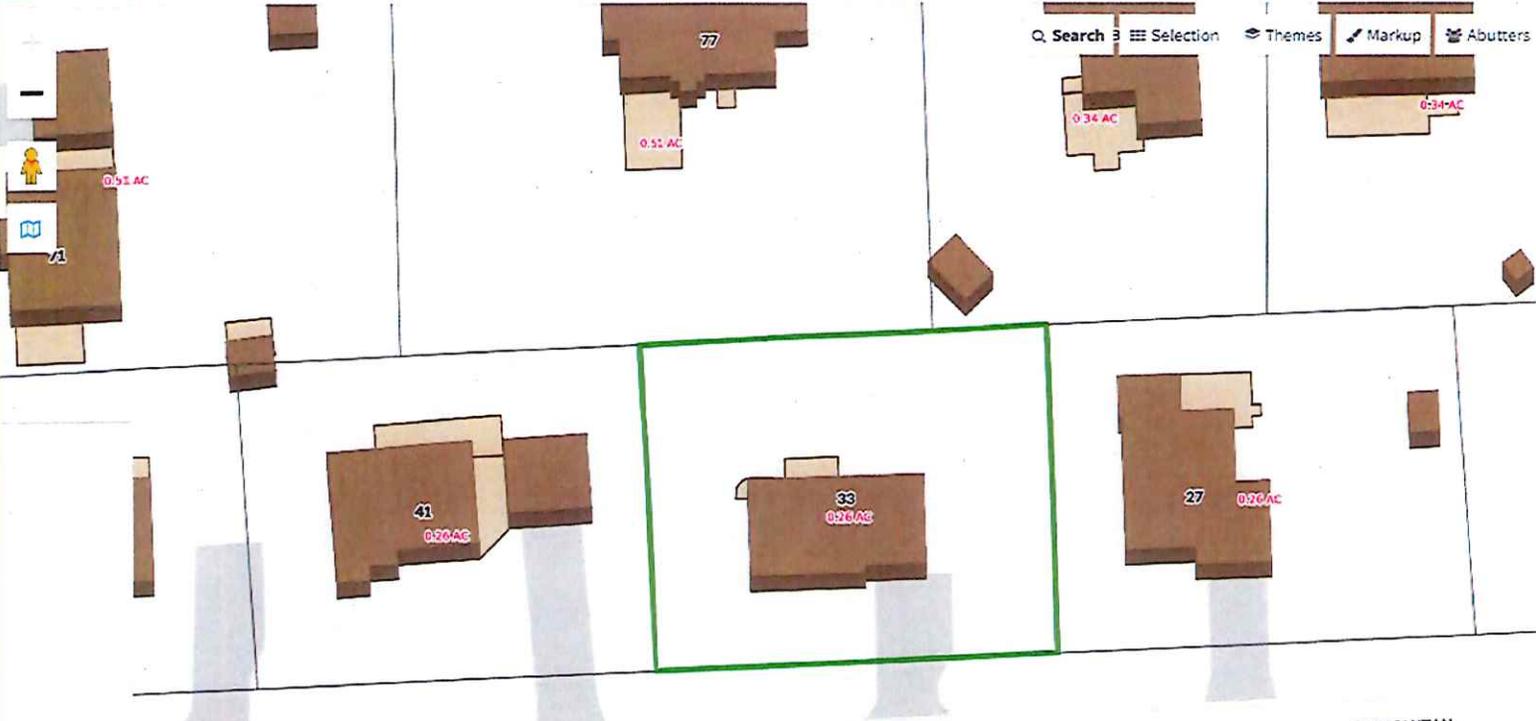
Search

Advanced Search

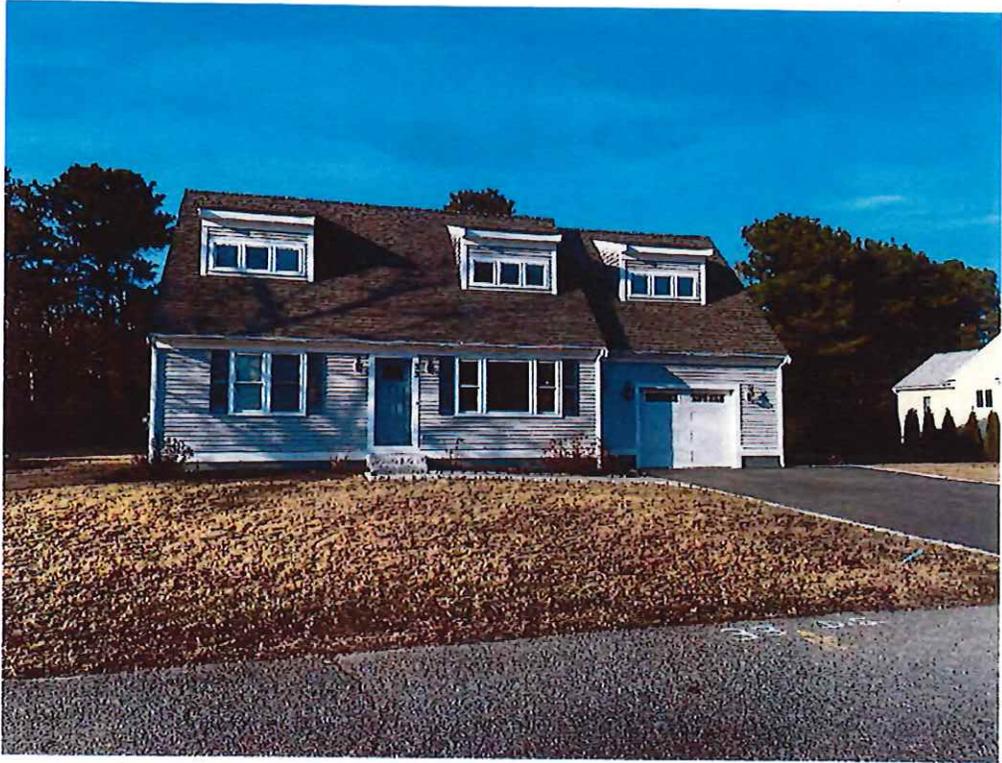
Download Results More

Showing 1-1 results. Scroll to see more.

33 PHEASANT LN
40 11 005 013
PHEASANT LANE LLC



Query text too small, must be 2 or more characters long









List of Falmouth Housing Trust projects

- Esker Place, 17 houses (1995)
- East Ridge Road, 6 houses (2000)
- St. Mark's Road, 3 houses (2015)
- Odd Fellows Hall/One Chancery Lane, 4 apartments (2017)
- 72 Deer Pond Road, 1 house (2019)
- 2 Esker Place (2021)
- Lewis Neck Road, 3 houses (in progress)

Addie Vaccaro Drolette

**56 Meadow View Drive
East Falmouth, MA 02536**

██████████

Professional Experience

**Senior Residential Mortgage Loan Officer 1988-Present
Currently Employed by Martha's Vineyard Savings Bank**

- * **Perform credit analysis and risk rate prospective borrowers to ensure appropriate asset quality**
- * **Analyze financial statements, projections and cash flows for residential construction developments**
- * **Conduct on site construction inspections to verify completeness of scope of work for loan disbursement requests**

Community Involvement

Immediate Past President of Falmouth Housing Trust
Actively serving on the board of directors since 1995 facilitating the planning, permitting, development, and affirmative marketing of the following projects:

Esker Place Formally Known as Longshank
17 single family homes completed between from 1998-1999

East Ridge Road
6 single family 3 bedroom 2 bath homes completed from 2006-2007

St. Marks
3 single family homes completed in 2015

One Chancery Lane
Adaptive reuse of Odd Fellows Hall into 4 studio apartments completed in 2016

TROY B.G. CLARKSON

95 Bay Road
North Falmouth, MA 02556



Professional Profile

An experienced public manager and finance professional with more than twenty five years in public management and oversight. A creative thinker with the ability to communicate effectively with the written and spoken word through varied media. A successful capital project manager with a record of accomplishment in high-demand and multi-faceted environments.

- Leadership – Experienced motivator, collaborator, and organizer well versed in the value of human capital.
- Financial Management - Solid background in managing high-volume and complex operations. Successful management of public operations with multi-faceted budgets exceeding \$400 million per year.
- Labor Relations -- Experienced mediator and negotiator with a firm track record of dispute resolution and collaboration.

Professional Experience

CITY OF BROCKTON, MA

February 2019 – Present

Chief Financial Officer

- Oversight and Management of \$450M budget
- Supervision of \$75M Health Insurance Program
- Statutory responsibility for all contracts and transactions for city and schools
- Administrative responsibility for all financial operations
- Responsible for capital planning

CLARKSON CONSULTING, LLC

December 2017 – Present

Principal

- Owner and Principal of Full Service Consultancy

Founder and Principal of consultancy offering expertise in government relations, labor & employment, and strategic planning & communications. Clients include public and private sector entities.

Work includes representation of clients before local and state regulatory boards, development of strategic plans and communication strategies, mediation and arbitration of disputes, and engagement and outreach plan development.

TOWN OF HANOVER, MA

April 2012 – November 2017

Town Manager

- Chief Executive Officer for Municipality
- Chief Procurement Officer
- Appointing Authority

Led Hanover through seminal transparency effort, including distinction as the only Plymouth County Community to be awarded 'Distinguished Budget Award' from Government Finance Officers Association. Successfully led revival of Hanover's commercial corridor attracting more than \$100 million in private investment. Oversaw and implemented town's first ever strategic planning efforts, resulting in ongoing goals & objectives guiding community. Led development of town's first capital plan, overseeing financing & construction of multiple public projects. Developed relationships with business & non-profit leaders resulting in partnerships and progress.

TOWN OF BRIDGEWATER, MA

2010 – 2012

Town Manager

- Chief Executive Officer for Municipality
- Responsible for all financial and administrative operations
- Originator of "Bridgewater 2020" vision and strategic plan including establishment of long-range financial plan

PLYMOUTH COUNTY, MA

2008 – 2010

County Administrator

- Chief Administrative Officer for Regional Government
- Responsible for creation and implementation of internal controls
- Responsible for budget preparation and implementation
- Chief Procurement Officer
- Responsible for all collective bargaining

TOWN OF BOURNE, MA

Director of Business Services

2002 – 2006

- Overall financial management of municipal department with enterprise fund revenues exceeding \$13 million
- Supervision of financial and human resources staff – management of all accounts receivable and payable
- Instituted financial controls resulting in greater efficiency and accountability
- Fiscal Year 2004 first in department history with \$2 million in retained earnings
- Devised DOR approved plan for providing additional \$1.2 million to general fund
- Approval of all spending and developed long-range capital plan
- Management of all communications with financial auditors

TOWN OF FALMOUTH

1993 - 2005

Selectman

- Oversight and policy management of municipality with budget exceeding \$100 million
- Responsible for approval and oversight of annual budget and long-term capital plan
- Responsible for hiring and supervision of Town Manager

Education

Bridgewater State University Master of Public Administration	2017
Boston College - Chestnut Hill, MA Bachelor of Arts in Political Science	1990
American Arbitration Association Essential Skills in Mediation (32 Hour Course)	2015

Affiliations

Sober Living Foundation, Inc. – President, Board of Directors
Non-Profit Organization dedicated to providing support to people in early recovery

Carousel of Light, Inc. – President, Board of Directors
Non-Profit Organization dedicated to preservation of hand-carved carousel

MA Department of Labor Relations, Joint Labor Management Committee –
Management member alternate

Publications

"Succanessett Snapshot: The People and Places That Make Falmouth a Community." Falmouth Publishing, 2014.

"Troy's Take." Weekly Newspaper Column published in the *Falmouth Enterprise* Newspaper.

"Out of the Woods – 365 Ways to Not Be A Dung Beetle." Troy Clarkson, 2017.

JOANNE M. O'SULLIVAN
ATTORNEY AT LAW
197 PALMER AVENUE
FALMOUTH, MA 02540

EDUCATION:

- 1990-1994 **Boston College School of Law; Newton, MA, Juris Doctor, 1994;**
1982-1986 **University of Chicago; Chicago, IL**
Bachelor of Arts with Honors, Behavioral Sciences, 1986;
1976-1982 **Boston Latin School, Boston, MA;**

Sole practitioners handling residential real estate conveyancing, including buyers, sellers and lenders, in purchases and refinance transactions; estate planning and small business law.

LEGAL EXPERIENCE:

- April 2019- Present **Sole practitioner focusing on residential real estate (buyers, sellers, lenders) estate planning, and small business law (formation of business entities, purchase and sale of businesses)**
- Aug 2015- 3/31/2019 **CAPE COD TITLE & ESCROW PC: Associate Attorney/Manager, Falmouth Office; residential real estate, representing buyers, sellers and lenders in all aspects of real estate conveyancing.**
- Jan. 2006 **JOANNE M. O'SULLIVAN, ATTORNEY AT LAW**
July 2015 **Sole Practitioner, focusing on Residential Real Estate, Estate Planning and Administration and Small Business**
- Jan. 2001 **LAW OFFICE OF CATHERINE HERRITY, Falmouth, MA**
Jan 2006 **Associate; Residential & Commercial Real Estate Transactions, Lender Representation, Estate Planning/Administration, Business Formation**
- Sept. 1997- Nov. 2000 **WYNN & WYNN, PC; Falmouth & Hyannis, MA**
Associate; Residential & Commercial Real Estate, Estate Planning and Administration, Business Formation and Litigation
- 1995-1997 **GLYNN LAW OFFICES; Falmouth, MA**
Associate; Real Estate Conveyancing and Title Attorney, Civil & Criminal Litigation, Domestic Relations Matters,
- 1993-1995 **O'SULLIVAN & ASSOCIATES, P.C.; Norwell, MA**
Associate; General Practice including Real Estate, Civil Trials, Domestic

Relations, Debt Collection, Elder Law, Corporations; Bankruptcy

Summer
1993

TEDESCHI REALTY CORP. / TEDESCHI FOOD SHOPS; Rockland, MA
Law Clerk to General Counsel who handled Commercial Real Estate
Development; Acquisition, Financing and Leasing; Permitting and Zoning

ASSOCIATIONS/BOARDS: President, Board of Directors, Falmouth Housing Trust, Inc.
(board member 2009-present; President, 2017- present); Falmouth Clippers
Sailing Team Boosters Corp., President, 2015-2017; Cape Business Women's
Roundtable (2008-2012); Business Networking International, (1998-2002, 2008-
2012);

ACTIVITIES: Falmouth Area Chamber of Commerce; Volunteers in Public Schools (VIPS)

TOM MANCHESTER

www.linkedin.com/in/tom-manchester

Holistic Brand Marketing Innovative Approaches Leader of Leaders

Results-driven Marketing Executive with an entrepreneurial mindset. Proven success in leading teams and brands into the next phase of growth. Combines bold, creative ideas with disciplined planning and execution. Excels in highly competitive CPG and QSR categories. Demonstrated skills in leadership and communication with senior management, franchisees, retailers, and internal and external (food, beverage, agency, sports, and media) partners.

PROFESSIONAL EXPERIENCE

DUNKIN' BRANDS INC, Dunkin' U.S., Canton, MA

2018-2020

Senior Vice President, Integrated Marketing

Achieve annual brand and sales goals of a system that includes \$8.5 billion in sales, 9,500 stores, and 1,100 franchisees. Empower a team of 85+ members. Create and implement core marketing and menu components of 5-year growth plan. In 2019, delivered best comp sales results since 2013 and best transaction results since 2015. Generated record AWS growth in 2019 for both the beverage category and the food category.

National Brand Marketing:

- Develop annual marketing plans to evolve food and beverage platforms. Increased relevance with key consumer targets in breakfast and PM snacking dayparts.
- Spearhead menu innovation, value, and digital/loyalty initiatives on national integrated marketing calendar. Calendar includes 30-35 comp and traffic-driving initiatives annually. Notable launches include Espresso, Cold Brew, "Beyond Meat" plant-based sausage Breakfast Sandwich, and PM Snacking platforms.

Field Marketing:

- Redesigned local team organization; resulted in accelerated 5-year blueprint for growth and stronger alignment of national and local media strategy and investments
- Support 500+ new and remodeled store grand openings annually, combined with Local Store Marketing (LSM)
- Expanded digital sales and transactions through loyalty marketing, mobile ordering, catering and delivery; activated 35+ sports and music partnerships

Marketing Innovation:

- Lead innovation-to-market process consisting of 125-150 new items tested annually
- Designed innovation testing model consisting of rapid prototyping, consumer (panel, concept screening) testing, and full market (operational, consumer) testing

Culinary Innovation:

- Lead menu team. Transformed coffee, espresso, bakery, proteins, and dairy portfolios in 2019.
- Launched value-engineered snacking platforms with minimal operational complexity (SKU's, storage, prep)

Marketing Services:

- Manage marketing budget (\$450 million national and local combined); advise Marketing Leadership team on aligning and allocating budgets with growth strategies, business drivers, and brand transformation initiatives
- Sports and Event Marketing
 - Lead strategy, negotiations, and activation of 40+ sports partnerships and 200+ events annually
- Consumer and Crew Promotions
 - Lead strategy and execution of sales-driving consumer promotions (including "Sip-Peel-Win" promotion)
- Retail Merchandise
 - Lead strategy, planning, sourcing, and execution of all in-store retail merchandise (\$35 million in sales)
- Franchisee Advisory Councils
 - Lead 24 key national and local franchisee advisory councils

Modern Design Homes & Construction

Building Development
Excavation, Site Work & Septic

8 Alphonse Street

East Falmouth, Massachusetts 02536

(508) 548-9456

Edwin A. Monteiro
Modern Design Homes
8 Alphonse Street
East Falmouth, MA 02536

(508) 548-9456 ext. 1


Education

Temple University: Bachelors of Business Administration; Fox School of Business 1984
Massachusetts Institute of Technology: Executive Program: Center for Real Estate Development 1991.

Modern Design Homes & Construction: Since 1985 we have been in the real estate and development business of single-family homes, multi-family homes, commercial and light industrial projects from site work to occupancy permit throughout Southeastern Massachusetts. As a general contractor and developer, we are inclusive in our services from infrastructure which includes installation of water mains and water lines, sewerage systems and septic systems, underground utilities and complete site work. Our single-family homes include starter home from 1,200 square foot to custom built homes starting from 3,000 to 5,000 square foot homes. Our development division develops raw land from infrastructure, finished lots and homes. We develop land from two homes to 20 plus subdivisions.

Monteiro Real Estate; since 1986 Estate brokerage services for single and multi-family homes on Cape Cod.

Licenses

Construction Supervisor Unrestricted (Commercial) # 066099
SOWMBA certified minority contractor for site work since and development: 2002
Home Improvement Contractor. (Residential) Registration #125531
Massachusetts Real Estate Broker 1986 to present #130289

OSHA certified 30-hour safety course: #600132171

Department of Public Safety: License: HE 122064 Class 2A Hoisting License operator
(All excavators crawl or rubber tire with unlimited weight capacity)

Department of Safety OSHA: Telescopic boom certified operator

Falmouth, Mashpee, Sandwich, Bourne, Barnstable, Plymouth, Pembroke Board of
Health septic and sewer installation license:

Waterline installation license for all Towns on Cape Cod and Town of Plymouth, Town
of Pembroke from 1995-2015.

Department of Registry of Motor Vehicles: Class A license; Tractor trailer

References

Daniel and Joan Scott: 781 West Falmouth Highway, custom 4,000 square foot home
under construction. Four bedrooms, three and half baths, living room, formal dining
area, custom kitchen and den. (This is the second home I have built for them). **Under
construction as of 9/21**

Town of Falmouth/Town of Marion/Town of Barnstable /Town of Mashpee

Installed Title V; water mains and sewer lines for residential and commercial
connections. Sewer connections included E1 grinders and gravity sewer connections.
Title V installations included de-nitrification systems to complete upgrades.

COMMERCIAL

Ideal Floor Covering; Falmouth, MA

Converted a 5,000 square foot building (originally FEDEX Complex) into a new sale and
show room complex. Remodeling included removing existing walls and re-frame according
to Architects plans. All electrical for high-speed internet, alarm systems and emergency
lighting. All new for suppression systems for code with fire proofing of common walls with
abutting tenants.

Contact: Shayne Quigley

The Baird Center (Home for Little Wanderers)

Converted Building #19 to a class room. Completely gutted interior of building and re-
framed according to architectural plans. Re-framed and insulated walls and sheet rocked to
finish with trim and baseboard. Added two handi-cap bathrooms, new central heating with
air conditions. Installed all-purpose vinyl tiles. All new electrical outlets to code.

Converted Building #8 Converted residential dormer into a medical facility. Completely
renovated and re-framed for sitting area, nurses' station and handi-cap bathrooms and
ramps. New plumbing, electrical, sheet rock, insulation and vinyl flooring.

Build out Building 910; Partitioned 3,000 square feet for a recreation room. Added all wiring for TV service, outlets to code, utility room. Built new bathroom with handi cap access, new storage area for equipment and furniture. Installed new vinyl flooring.

Town of Falmouth: Sewer project for Falmouth Heights and Maravista Avenue: 2017-2019.

Installed over 250 gravity and sewer grinder connection lines from the home to the town's main connection for sewer. Approved by FR Mahoney for being certified to install the E-1 sewer pump grinder.

Brick Kiln Road Place: Site work for 10 duplexes. Site work included excavation for all foundations, waterlines and sewer lines. Final grade for roads and driveways and installation of common area septic system for all units.

Habitat for Humanity: Falmouth, MA

Cleared land and de-stumped site to prepare for foundations for multifamily units. Work included excavating for foundations, pouring of foundations, backfilling and final grade. Installed all infrastructures for septic systems, underground utilities and waterlines. Completed all roads and driveways for all duplexes.

*Don Dickinson; President
Habitat for Humanity of Cape Cod
657 Route 28
West Yarmouth, MA 02673*

Karen L. Bissonnette, CFRE

7 Coleridge Drive
Falmouth, MA 02540

PROFESSIONAL EXPERIENCE

Falmouth Housing Trust, Falmouth, MA
Executive Director

4/17-present

- Develops and maintains workforce housing for low-moderate residents of Falmouth
- Provides programs, services, advocacy and assistance to encourage affordable housing
- Monitors deed restricted affordable homes annually to certify affordable housing regulations
- Leads comprehensive fundraising program to ensure success of organization mission

Outer Cape Health Services, Wellfleet MA
Chief Development Officer

8/16-3/17

- Oversaw and revitalized a comprehensive development program
- Worked with organization leadership and Board of Directors to initiate a capital campaign

Community Health Center of Cape Cod, Mashpee MA
Chief Development Officer

12/04-7/16

A federally qualified community health center that provides comprehensive quality care to those in our community regardless of their ability to pay. Began as Falmouth Free Clinic in 1998.

- Built and managed a Development department's day-to-day operations and strategy which included major giving; planned and legacy giving, foundation, government and corporate giving, donor stewardship and recognition, annual fund, special events and prospect research that over raises over \$1.6 million annually. Grew the revenue by 1000% in first three years.
- Executed an annual comprehensive development program through leadership, strategic direction, management and coordination that supported the strategic initiatives of the Health Center.
- Identified, cultivated, solicited and provided stewardship for high-wealth individuals, foundations and government representatives.
- Developed strategic and annual plans and budgets. Tested new strategies and managed implementation of redesigned processes.
- Worked closely with the CEO in identifying, recruiting and soliciting Board members and top prospects.
- Worked closely with Senior Staff and Medical and Dental staff to identify funding opportunities and provided strategy for donor visits, events and solicitation of individuals and foundations.
- Trained and motivated key volunteers in identifying, cultivating and soliciting major donors.
- Acted as liaison with local, state, and federal government and media representatives.
- Successfully completed a \$5.6 million capital campaign, including a \$500,000 Kresge Foundation Challenge Grant, to build a new 10,000-sq/ft facility and a \$9.3 million campaign to fund a 22,000-sq/ft addition.
- Member, Senior Management Team and Development liaison to the Board of Directors.
- Oversees marketing efforts including production of newsletters, annual report, and informational brochures and branding collaterals.

Copley Harris Company, Danvers, MA
Senior Associate

4/04-11/04

Copley Harris Company provides strategic consulting to strengthen non-profit organizations and build philanthropic capacity to support mission, programs and services. This is based on a thorough understanding of the community whose support is being sought.

- Conducted and analyzed feasibility studies and made recommendations to client.
- Provided campaign services including identification, cultivation, solicitation and relationship building strategies.
- Worked with client to development case statement.
- Assisted with recruitment of campaign leadership and steering committee.
- Worked with campaign committee on prospect qualification, rating and screening.
- Provided solicitation training to staff and volunteers.
- Offered charitable gift planning expertise and advice.

The Healthcare Foundation of Cape Cod, Hyannis, MA
Executive Director-The Healthcare Foundation for Falmouth Hospital

8/86-3/04

The Healthcare Foundation of Cape Cod (now Cape Cod Healthcare Foundation), the philanthropic organization for Cape Cod Healthcare, an \$800+ million system serving Cape Cod and the surrounding regions. The Foundation was created to support fundraising for Falmouth Hospital, Cape Cod Hospital and The Visiting Nurse Association of Cape Cod, the three major entities of Cape Cod Healthcare.

- Led comprehensive fundraising program including identification, cultivation and management of all major gift solicitations.
- Managed portfolio of 150 prospects.
- Raised \$24 million in annual, capital and endowment gifts.
- Secured largest outright gift in history of Falmouth Hospital - \$2.5 million.
- Directed \$8 million campaign, motivating and training trustees, committee members, physicians and staff; campaign exceeded goal.
- Played a significant role in shaping the initial structure and organization for The Healthcare Foundation of Cape Cod, now Cape Cod Healthcare Foundation.
- Member, Foundation's senior management team that initiated strategic planning and campaign development for Cape Cod Healthcare.

Thayer Academy, Braintree, MA
Director of Development/Campaign Director

9/92-8/96

- Directed the development department including annual fund, major gifts, planned giving, alumni and parent relations and reunion giving; responsibilities included budget development for department and campaign.
- Initiated first capital campaign to raise \$12.5 million; \$7.5 raised prior to departure.
- Developed campaign strategy including cultivation activities, screenings, prospect research and coordination of events.
- Created campaign cabinet of alumni and community leaders.
- Managed volunteer network of over 200 alumni and parents.
- Served on Board of Trustees development, nominating, planning and campaign committees.
- Managed production of development publications including Alumni Magazine, Annual Report, solicitation appeals and campaign case statement.

Wheaton College, Norton, MA
Associate Director of Development for Annual Support

9/90-9/92

- Planned, organized and implemented all phases of the annual fund program, consisting of direct mail, phonathons, personal leadership solicitations and parent's program.
- Managed volunteer network of over 200, including recruitment and training.
- Coordinated creation of all constituency appeals and analyzed effectiveness.
- Developed programs for leadership circle giving.

Wall Street Games, Inc., Wellesley, MA
Director of Operations

5/87-9/90

- Assisted in start-up, development, funding and marketing of \$8 million promotion company
- Developed and directed all day-to-day operations.
- Researched, negotiated, selected and managed vendor contracts for all communications, printing, mailing and billings systems.
- Selected and implemented employee payroll/accounting system and benefits program.
- Organized recruitment, training and management of 100-150 employees.

Baybank Brokerage Services, Inc., Burlington, MA
Registered Options Principal-Registered Representative/Securities Trader

5/86-5/87

- Interfaced with clients, street firms, correspondent brokers and settlement firms in executing trades for brokerage clients.

Donaldson, Lufkin & Jenrette, Boston, MA
Assistant to Senior Vice President/Regional Office Manager

2/84-4/86

- Marketed equities and new financial products to client base.
- Administered client accounts including several multimillion-dollar pension, profit sharing and 401(k) plans.
- Served as liaison between sales force and corporate office for compliance issues.

Kidder, Peabody & Co., Boston, MA
Registered Sales Assistant, Series 7

11/82-2/84

EDUCATION

Northwestern University, Evanston, IL.
B.A. Political Science and Sociology
Awarded Track and Field Scholarship

PROFESSIONAL CERTIFICATIONS and AFFILIATIONS

- Certified Fundraising Executive (CFRE)
- Philanthropic Partners of the Cape & Islands-President 2001 and 2002, member 1996-present
- Philanthropy Day on Cape Cod Committee (founding member)-Chair, 2000-2002, member 1997-present

COMMUNITY ACTIVITIES

Board of Directors

- Edward Bangs Kelley and Elza Kelley Foundation, 2006-present
- Scholarship Association of Falmouth, 2014-present
- Cape Cod Community College Educational Foundation, 2017-present
- Boys and Girls Club of Cape Cod, 1999-2018
- Falmouth Road Race, Inc., 2008-2018

Corporator

- Cape Cod Five Cents Savings Bank, 2005-present

Other

- Falmouth High School Athletic Hall of Fame inductee and committee member
- Town of Falmouth, Town Meeting Member (elected position), 1999-present
- Town of Falmouth, Affordable Housing Committee (appointed position), 2019-present

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

PURCHASE AND SALE AGREEMENT

1. Parties: This rd 3 day of DECEMBER, 2021, Pheasant Lane, LLC, with a mailing address of 150 Timothy Bourne Cartway, East Falmouth, MA 02536 (hereinafter called the "SELLER") agrees to sell, and, Falmouth Housing Trust, Inc., with a mailing address of P.O. Box 465, Falmouth, MA 02541 (hereinafter called the "BUYER" or "PURCHASER"), agrees to buy, upon the terms hereinafter set forth (hereinafter, the "Agreement") the following described premises:
2. Description: The land together with the buildings and improvements thereon situated at 33 Pheasant Lane, East Falmouth, Barnstable County, Massachusetts shown as LOT 13 and LOT G on plans recorded at the Barnstable County Registry of Deeds in Plan Book 235, Page 69 and Plan Book 332, Page 93; Also shown as Town of Falmouth Assessor's Map 40 11 005 013 (hereinafter called the "Premises"). For SELLER's title, see deed registered in Barnstable County Registry of Deeds Book 31786, Page 328.
3. Buildings, Structures, Improvements, Fixtures: Included in the sale as part of said Premises, are the buildings, structures and improvements now thereon used in connection therewith including, if any, all wall to wall carpeting, drapery rods, venetian blinds, window treatments, window shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, garbage disposals, electric and other lighting fixtures, mantles, outside television antennas, satellite dishes, fences, gates, trees, shrubs, plants, air conditioning equipment, ventilators and window treatments and curtains, and all appliances, all in "as is" condition (reasonable wear and tear excepted) as of the date of this Agreement.
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 current use of said Premises for a single-family dwelling with 3 bedrooms.

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 Four Hundred Thousand and 00/100 (\$400,000.00) DOLLARS, of which:
- | | |
|--------------|---|
| \$ 1,000.00 | has been paid as a deposit upon execution of this Agreement |
| \$399,000.00 | are to be paid at the time of delivery of the deed by certified, cashier's, treasurer's, bank check, attorney's IOLTA check drawn on a Massachusetts bank, or wire transfer to Seller's attorney's IOLTA account. |
| \$400,000.00 | Total Purchase Price |
7. **Time for Performance: Delivery of Deed:** Such deed is to be delivered at 12:00 pm on the time for performance referenced in paragraph 37 below, but not later than December 31, 2022, without mutual express written agreement of BUYER and SELLER, at the office of BUYER's counsel, Laura M. Moynihan, Attorney, in Falmouth, Massachusetts, at 17 Academy Lane, Suite 1, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this Agreement. SELLER agrees that SELLER's attorney shall hold any net proceeds check provided by BUYER and due to SELLER in escrow until recording of the deed to the Premises at the Barnstable County Registry of Deeds, which shall occur no later than 4:00 pm on such closing date.
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 (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) 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. The SELLER shall not have to spend more than \$5,000.00 to satisfy the provisions of this paragraph.
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, or if at any time during the period of this Agreement, or any extension hereof, the holder of a mortgage on

said Premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, 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 BUYER'S 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:** Until the delivery of the deed, the SELLER shall maintain hazard insurance on said Premises as presently insured.
15. **Adjustments:** Water use charges and taxes for the then current fiscal year shall be apportioned and fuel value shall be adjusted 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. **Broker Commission:** NA- Intentionally Omitted.
18. **Deposits:** All deposits made hereunder shall be held by Kimberly A. Bielan, 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. **Broker as Party:** NA- Intentionally Omitted.
22. **No Representations:** The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations, either express or implied, not set forth or incorporated in this Agreement or previously made in writing. BUYER acknowledges that BUYER has had full opportunity to have the premises inspected by qualified inspectors of BUYER's choice, and that SELLER has no responsibility for any failure by the BUYER to fully exercise such inspection rights. BUYER is purchasing the premises and all fixtures included herewith "as is" as of the date of this Agreement.
23. **Mortgage Contingency:** NA- Intentionally Omitted.
24. **Smoke Detector and Carbon Monoxide Certificates:** The SELLER shall, within thirty (30) calendar days of the time for performance, deliver a certificate from the fire department of the city or town in which said premises are located dated within sixty (60) calendar days of the time for performance stating that said Premises have been equipped with approved smoke detectors and carbon monoxide detectors in conformity with applicable law.
25. **Other Provisions:**
 - A. The SELLER shall execute and deliver simultaneously with the delivery of the deed such documents as may reasonably be required by the BUYER or its attorney including, without limiting the generality of the foregoing, certifications or affidavits with respect to: (a) persons or parties in possession of the Premises; (b) facts or conditions which may give rise to mechanics' or materialmen's liens; (c) the true purchase price of the Premises and whether the SELLER has or intends to lend to the BUYER a portion thereof; and (d) non-foreign status under Section 1445 of the Internal Revenue Code.
 - B. BUYER's performance hereunder is conditioned upon title to the Premises being insurable at standard rates on a standard ALTA form B insurance policy by companies licensed to do business in the Commonwealth of Massachusetts with only standard pre-

printed exceptions as noted on such standard ALTA form and without exception for any matters not expressly permitted hereunder.

C. It is understood and agreed by the parties that the Premises shall not be in conformity with the title provisions of this Agreement unless:

(a) All buildings, structures, septic systems and improvements, and all means of access to the premises, shall be located completely within the boundary lines of said Premises and shall not encroach upon or under the property of any other person or entity;

(b) No building, structure or improvement of any kind belonging to any other person or entity shall encroach upon or under said Premises;

(c) The Premises shall abut a public way, duly laid out or accepted as such by the city in which said premises are located, or have indefeasible legal access to same.

(d) The Premises are equipped with all necessary utilities, including without implied limitation, electricity, gas (if available in the street), telephone and cable television; and,

(e) The Premises are served by municipal water.

26. **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, (d) sent by overnight delivery service, or (e) sent by email transmission, addressed as follows:

If to SELLER:

Kimberly A. Bielan
Moriarty Troyer & Malloy LLC
One Adams Place
859 Willard Street, Suite 440
Quincy, MA 02169
Facsimile:
Email: kbielan@lawmtm.com

If to BUYER:

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

27. **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.
28. **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. Electronic signatures on this Agreement shall be treated as originals for all purposes.
29. **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.
30. **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.
31. **Entry Upon Premises:** From and after the date of this Agreement, SELLER agrees to permit BUYER and BUYER's 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, and the like.
32. **Fuel Storage Tank(s):** SELLER represents that to the best of SELLER's knowledge there is no underground fuel storage tank or other underground tank on the Premises.
33. **Title and Practice Standards:** In matters respecting title to the premises, standards of the Massachusetts Real Estate Bar Association shall be determinative.
34. **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.
35. **Title V.** Pursuant to Title 5 of the State Environmental Code (310 CMR 15.301), SELLER shall have the on-site wastewater system (the "septic system") that serves the

Premises inspected by a licensed professional in connection with the transfer of the Premises. Such inspection shall have occurred within two years prior to the time for performance under this Agreement. At least thirty (30) calendar days prior to the closing date, SELLER shall provide to BUYER a certified copy of the "Subsurface Sewage Disposal System Inspection Form" on file with the municipal Board of Health. Should the form indicate that the system is a "failed system" or a "nonconforming system" as defined by Title 5, or that the system does not have the design capacity for the number of "bedrooms" as defined by Title V, at BUYER's option and upon written notice to SELLER within three (3) days of receiving a copy of the inspection form, this Agreement shall be null and void and without recourse to either party and all deposits shall promptly be returned to BUYER.

36. The BUYER represents to the SELLER and SELLER represents to the BUYER that they have dealt with no Broker or other person entitled to a Broker's commission in connection with the negotiation or execution of this Agreement or the consummation of the transaction contemplated hereby, and each agrees to hold the other harmless from and indemnify the other against all damages, claims, losses and liabilities, including legal fees, incurred by the other arising out of or resulting from the failure of its representation. This clause shall survive the closing hereunder.
37. **Additional Provisions:** The obligations of the BUYER pursuant to this Agreement are contingent upon the "Closing Conditions" as referenced below being satisfied at or by the time for performance. If any or all of the Closing Conditions are not satisfied at or by the time set forth below as provided herein, this Agreement may, at the option of the BUYER be terminated upon notice to SELLER and upon such termination this Agreement shall be void and of no effect and all deposits shall be returned to the BUYER forthwith.

The Closing Conditions are:

(1) BUYER acknowledges that there are presently two actions pending in the Land Court concerning the Premises: (i) Pheasant Lane, LLC v. Falmouth Zoning Board of Appeals, Case No. 20 MISC 000019 (JSDR); and (ii) Pheasant Lane, LLC v. Falmouth Zoning Board of Appeals, Case No. 21 MISC 000441 (JSDR) (collectively, the "Actions"). In the foregoing Actions, the SELLER is appealing decisions of the Falmouth Zoning Board of Appeals, in which the structure on the Premises has been ordered to be removed and the Premises restored to its natural condition. SELLER represents that, to the best of SELLER's knowledge and belief, the Actions are the only civil actions pending with respect to the Premises or the SELLER.

Within ninety (90) calendar days of the date of this Agreement, the SELLER shall secure Stipulations of Dismissal from the parties to the Actions providing that, upon the conveyance of the Premises to the BUYER, the Actions will be dismissed with prejudice. Said Stipulations of Dismissal may, but are not required to be, appended to a written Settlement Agreement amongst and/or between the parties to the Actions. Any Stipulations of Dismissal shall be held in escrow by Counsel to the SELLER until the Premises is conveyed to the BUYER, at which time they shall be forthwith filed by

SELLER's counsel with the Land Court in the respective Actions. The Seller's net proceeds of sale shall be held by the Buyer's attorney in a non-interest bearing IOLTA account until such time as the Stipulations of Dismissal are so filed and upon receipt by Buyer's counsel of evidence of filing of the Stipulations of Dismissal, and any required acceptance or approval by the Court as to same, Seller's net proceeds of sale shall thereafter be released to Seller's counsel. Upon receipt of the Stipulations of Dismissal, Counsel for SELLER shall notify BUYER and provide a copy thereof to BUYER; and,

(2) The BUYER receives a Project Eligibility Letter from the Department of Housing and Community Development as an M.G.L. Chapter 40B Subsidizing Agency pursuant to Local Initiative Plan ("LIP") program and the regulations to M.G.L. Chapter 40B (the "Subsidizing Agency") for site approval of the dwelling now constructed at the Premises as an "after the fact" constructed affordable housing unit for resale by the BUYER to a household earning no more than 80% of median income for Barnstable County. If the BUYER is unable to secure such Project Eligibility Letter or is not able to secure the endorsement of the Town of Falmouth to its LIP application to the Department of Housing and Community Development or is otherwise notified by the said Department that it is not able to provide such approval for the dwelling at the Premises, the BUYER may terminate this Agreement upon notice to SELLER and upon such termination notice, this Agreement shall be void and of no effect and all deposits shall be returned to the Buyer forthwith; and,

(3) The BUYER receives a comprehensive permit from the Falmouth Zoning Board of Appeals pursuant to M.G.L. Chapter 40B for approval of the dwelling now constructed at the Premises as an "after the fact" constructed affordable housing unit with necessary waivers of the provisions of the Falmouth Zoning Code granted in conjunction therewith to legalize the said dwelling unit, with all appeal periods having expired. If the BUYER is not able to secure such comprehensive permit, the BUYER may terminate this Agreement upon notice to SELLER and upon such termination notice, this Agreement shall be void and of no effect and all deposits shall be returned to the BUYER forthwith; and,

(4) Subsequent to receipt of the comprehensive permit, the BUYER receives a valid and effective Certificate of Use and Occupancy from the Town of Falmouth for the dwelling now constructed at the Premises, with all relevant appeal periods having expired, and, to the extent the building permit authorizing the single-family dwelling on the Premises has been revoked, a validly re-issued or reinstated building permit for the dwelling at the Premises. If the BUYER is not able to secure such Certificate of Use and Occupancy or building permit, the BUYER may terminate this Agreement upon notice to SELLER and upon such termination notice, this Agreement shall be void and of no effect and all deposits shall be returned to the BUYER forthwith.

Upon satisfaction of all of the above Closing Conditions, the time for performance shall occur within fourteen (14) calendar days, or the next business day if such date falls on a Saturday, Sunday or holiday, time being of the essence.

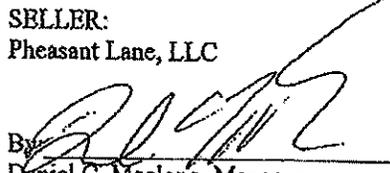
Upon conveyance of the Premises to the BUYER in accordance with the provisions hereof, the Stipulations of Dismissal shall be released from escrow and filed by the SELLER's counsel with the Land Court in the respective Actions. The obligations in this paragraph shall survive the Closing.

The SELLER agrees to the submission of any and all permit applications necessary by BUYER to secure the permits and approvals necessary to the Closing Conditions above. The SELLER acknowledges and agrees that any such permits and approvals received by BUYER are property of the BUYER and are not assignable or transferable to SELLER without the BUYER's express written consent. The SELLER agrees to the submission of a copy of this purchase and sales agreement without any redaction to the Town of Falmouth and/or Department of Housing and Community Development.

Notwithstanding the foregoing, the BUYER may, in its sole discretion, terminate this Agreement on notice to Seller at any time if the Stipulations of Dismissal are not received within the time limit set forth above in this Agreement or if the Stipulations of Dismissal or any settlement agreement contain terms and conditions unsatisfactory to BUYER, in BUYER's sole discretion, or if the Department of Housing and Community Development, or the Falmouth Zoning Board of Appeals or Town of Falmouth impose conditions on any of permits and approvals necessary to Buyer, including but not limited to the Project Eligibility Letter, LIP Application or approval, comprehensive permit, or Building Permit or Certificate of Use and Occupancy referenced above in the Closing Conditions, that are unsatisfactory to the BUYER, in its sole discretion, and upon such notice of termination all deposits shall be returned to BUYER forthwith and this Agreement shall be void and of no effect.

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

SELLER:
Pheasant Lane, LLC

By: 
Daniel C. Macclone, Manager

12-3-2021

BUYER:
Falmouth Housing Trust, Inc.

By: Adelaide M. Drolette
Adelaide M. Drolette (Dec 3, 2021 09:59 EST)
its President

By: Savannah Fabbio
Savannah Fabbio (Dec 3, 2021 10:38 EST)
Its Treasurer

UNIFORM RESIDENTIAL APPRAISAL REPORT

Pheasant33

Property Description		File No. Pheasant33																																																									
Property Address 33 Pheasant Lane		City East Falmouth State MA Zip Code 02536																																																									
Legal Description Barnstable County Registry of Deeds; Book-31786 Page-328 (01/17/2019)		County Barnstable																																																									
Assessor's Parcel No. 40-11-5-13		Tax Year 2021 R.E. Taxes \$ 4,332.85 Special Assessments \$ 0.00																																																									
Borrower N/A		Current Owner Pheasant Lane LLC																																																									
Property rights appraised <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold		Project Type PUD <input type="checkbox"/> Condominium (HUD/VA only) <input type="checkbox"/> HOA \$ N/A <input type="checkbox"/> Vacant <input checked="" type="checkbox"/> Tenant <input type="checkbox"/> Vacant																																																									
Neighborhood or Project Name Davisville		Map Reference Subd. Lot #13 Census Tract 0146.00																																																									
Sale Price \$ Market Value		Date of Sale Description and \$ amount of loan charges/concessions to be paid by seller																																																									
Lender/Cler Falmouth Housing Trust		Address PO Box 465, Falmouth, MA 02541																																																									
Appraiser Clancy Appraisal Co., Inc.		Address 24 Spring Bars Road, #3B, Falmouth, MA 02540																																																									
Location <input checked="" type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural Built up <input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25-75% <input type="checkbox"/> Under 25% Growth rate <input checked="" type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow Property values <input checked="" type="checkbox"/> Increasing <input type="checkbox"/> Stable <input type="checkbox"/> Declining Demand/Supply <input checked="" type="checkbox"/> Shortage <input type="checkbox"/> In balance <input type="checkbox"/> Over supply Marketing time <input checked="" type="checkbox"/> Under 3 mos. <input type="checkbox"/> 3-6 mos. <input type="checkbox"/> Over 6 mos.		Predominant occupancy <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> Vacant (0-5%) <input type="checkbox"/> Vac. (over 5%) Single family housing PRICE \$ (000) AGE (yrs) One family 98 <input checked="" type="checkbox"/> Not likely <input type="checkbox"/> Likely 300 Low 0 2-4 family <input type="checkbox"/> In process 1,500 High 100 Multi-family To: _____ Predominant Commercial 900 40 Vacant 2																																																									
Note: Race and the racial composition of the neighborhood are not appraisal factors. Neighborhood boundaries and characteristics: Subject is bound north by Route 28, east by Davisville Road, south by Vineyard Sound and west by Green Pond.																																																											
Factors that affect the marketability of the properties in the neighborhood (proximity to employment and amenities, employment stability, appeal to market, etc.): Subject is located in the Davisville section of the East Falmouth village. Housing styles consist of Cape Cod, Colonial and Ranch designs. Schools, houses of worship and stores are located within 1 mile. Public salt water swimming is within 1 mile. Employment centers are located within 2 miles in Falmouth center. There is a 5' way to Green Pond at the end of the avenue.																																																											
Market conditions in the subject neighborhood (including support for the above conclusions related to the trend of property values, demand/supply, and marketing time -- such as data on competitive properties for sale in the neighborhood, description of the prevalence of sales and financing concessions, etc.): Marketing times are currently under 3 months. There is a shortage of new listings at the current time. After reviewing sales from August 2019 through August 2021, there was an overall improving market noted in the subject's market. See Addenda for comments on the Coronavirus. Loan discounts, buydowns and concessions are not common in the area. 2% Other Land Use represents vacant land.																																																											
Project information for PUDs (if applicable) - Is the developer/builder in control of the Home Owners' Association (HOA)? <input type="checkbox"/> Yes <input type="checkbox"/> No Approximate total number of units in the subject project _____ Approximate total number of units for sale in the subject project _____ Describe common elements and recreational facilities: _____																																																											
Dimensions 121.48 x (82.32 + 12.68) x 121.48 x (12.69 + 82.32) Site area 11,540 sq ft Corner Lot <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specific zoning classification and description Residential-C (40,000 Sq.Ft. Minimum Lot Size) Zoning compliance <input type="checkbox"/> Legal <input checked="" type="checkbox"/> Legal nonconforming (Grandfathered use) <input type="checkbox"/> Illegal <input type="checkbox"/> No zoning Highest & best use as improved: <input checked="" type="checkbox"/> Present use <input type="checkbox"/> Other use (explain) _____ Utilities Public <input checked="" type="checkbox"/> Other _____ Off-site Improvements Type Public Private Electricity <input checked="" type="checkbox"/> Street Paved <input checked="" type="checkbox"/> Landscaping Grass, Shrubs + Trees Gas <input checked="" type="checkbox"/> Curb/gutter _____ Driveway Surface Paved Water <input checked="" type="checkbox"/> Sidewalk _____ Apparent easements Typical Utility Easements Sanitary sewer <input type="checkbox"/> Private/Typical <input checked="" type="checkbox"/> Street fights Yes _____ FEMA Special Flood Hazard Area <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Storm sewer <input checked="" type="checkbox"/> Alley _____ FEMA Zone X Map Date 07/16/2014 FEMA Map No. 25001C0729J Comments (apparent adverse easements, encroachments, special assessments, side areas, illegal or legal nonconforming zoning use, etc.): The subject lot conformed to zoning requirements at the time of subdivision and could be rebuilt if destroyed. No evidence of septic seepage noted. Per owner, there is a Title-V septic system. There is an Extraordinary Assumption that an Occupancy Permit will be issued.																																																											
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Finished area above grade contains: 6 Rooms; 3 Bedroom(s); 2.5 Bath(s); 1,964 Square Feet of Gross Living Area																																																											
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Additional features (special energy efficient items, etc.): There is a gas fireplace in the Living Room and a wood deck at 102sf.																																																											
Condition of the improvements, depreciation (physical, functional, and external), repairs needed, quality of construction, remodeling/additions, etc.: Subject is a 2 year old Cape Cod style dwelling in good condition and with average quality construction. 1.67% depreciation is based on age/life method. No noted functional or external obsolescence. There is an Extraordinary Assumption that an Occupancy Permit will be issued.																																																											
Adverse environmental conditions (such as, but not limited to, hazardous wastes, toxic substances, etc.) present in the improvements, on the site, or in the immediate vicinity of the subject property.: There are no known apparent adverse environmental conditions known to the appraiser that would affect the value.																																																											

UNIFORM RESIDENTIAL APPRAISAL REPORT

Pheasant33

File No. Pheasant33

Valuation Section

ESTIMATED SITE VALUE		= \$	275,000	Comments on Cost Approach (such as, source of cost estimate, site value, square foot calculation and for HUD, VA and FmHA, the estimated remaining economic life of the property): Abstraction method was utilized in providing an opinion of the site value. Replacement cost new is derived from local contractors & cost manuals. 1.67% depreciation is based on the age/life method. Remaining economic life is estimated to be 59 years. See attached addendum for g.l.a. calculations. G.l.a is approximately only with deviations of no measurable consequences.
ESTIMATED REPRODUCTION COST-NEW-OF IMPROVEMENTS:				
Dwelling	1,964 Sq. Ft. @ \$ 300.00	= \$	589,200	
	816 Sq. Ft. @ \$ 15.00	=	12,240	
Fireplace+Baths+Deck		=	29,680	
Garage/Carport	432 Sq. Ft. @ \$ 75.00	=	32,400	
Total Estimated Cost New		= \$	663,520	
Less	Physical	Functional	External	
Depreciation	11,081	= \$	11,081	
Depreciated Value of Improvements		= \$	652,439	
As-is Value of Site Improvements		= \$	7,500	
INDICATED VALUE BY COST APPROACH		= \$	934,939	

ITEM	SUBJECT	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	33 Pheasant Lane East Falmouth, MA 02536	15 Terry Lou Ave East Falmouth, MA 02536	29 Sharon Ann Ln East Falmouth, MA 02536	16 River Haven Ln East Falmouth, MA 02536			
Proximity to Subject		0.17 miles E	0.24 miles NE	0.95 miles E			
Sales Price	\$ Market Value	\$ 950,000	\$ 830,000	\$ 822,500			
Price/Gross Living Area	\$ /sf	\$ 467.98 /sf	\$ 337.61 /sf	\$ 321.79 /sf			
Data and/or Verification Source	On Site Inspection	MLS#22103831;DOM 4 Banker & Tradesman + Assessors	MLS#22102044 DOM 2 Banker & Tradesman + Assessors	MLS#22006196;DOM 37 Banker & Tradesman + Assessors			
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION +(-)\$ Adjust.	DESCRIPTION +(-)\$ Adjust.	DESCRIPTION +(-)\$ Adjust.			
Sales or Financing Concessions		None Known	None Known	None Known			
Date of Sale/Time		8/10/21	6/14/21 +16,600	11/12/20 +76,100			
Location	Average	Average	Average	Good			
Leasehold/Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple			
Site	11,540 sf	17,200 sf 0	17,623 sf 0	37,841 sf 0			
View	Typical/Area	Typical/Area	Typical/Area	Typical/Area			
Design and Appeal	Cape Cod	Cape Cod	Cape Cod	Contemporary			
Quality of Construction	Average	Average	Average	Average			
Age	2yrs/1eff.	6yrs/2eff. +2,000	18yrs/5eff. +8,000	23yrs/8eff. +14,000			
Condition	Good	Good	Good/Inferior +50,000	Good/Inferior +50,000			
Above Grade	Total Bdrms Baths	Total Bdrms Baths	Total Bdrms Baths	Total Bdrms Baths			
Room Count	6 3 2.5	6 3 3.0 -5,000	7 4 2.0 +5,000	7 3 2.0 +5,000			
Gross Living Area	1,964 Sq. Ft.	2,030 Sq. Ft.	2,457 Sq. Ft. -36,975	2,556 Sq. Ft. -44,400			
Basement & Finished	884sf	1232 sf 0	1,838 sf 0	720 sf 0			
Rooms Below Grade	No Finish	No Finish	No Finish	624sf Fin+Bath -22,500			
Functional Utility	Average	Average	Average	Average			
Heating/Cooling	Fha-gas/yes	Fhw-gas/yes	Fhw-ol/no +7,500	Fha-gas/yes			
Energy Efficient Items	None Noted	None Noted	None Noted	None Noted			
Garage/Carport	1-car att.	2-car att. -7,500	2-car att. -7,500	2-car att. -7,500			
Porch, Patio, Deck, Fireplaces, etc.	Deck	Deck+Open Porch -3,500	Dk+OpPch+Shed -6,000	Deck+Pato+OpPch -6,000			
Fence, Pool, etc.	Fireplace	Fireplace	Pellet Stove +1,500	Fireplace			
	None	None	None	None			
Net Adj. (Roth)		+ X - \$ -14,000	X + - \$ 38,125	X + - \$ 64,700			
Adjusted Sales Price of Comparable		Net 1.5 % Gross 1.9 % \$ 938,000	Net 4.6 % Gross 16.8 % \$ 868,125	Net 7.9 % Gross 27.4 % \$ 887,200			

Comments on Sales Comparison (including the subject property's comparability to the neighborhood, etc.): G.l.a is adjusted at \$75/sf based on an analysis of comparable sales. Baths adjusted at \$10,000 for full and \$5,000 for half. Time is adjusted at 12% per year due to appreciation. All comparables given equal weight in determining final value estimate. In order to find most similar comparables the search exceeded six months in time. In the sales comparison approach the location, site and view adjustments are based on overall site value as compared to the subject site. The 3 comparables provided are the most similar known to the subject and considered reliable indicators of value for the subject property.

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Date, Price and Data	01/17/2019			
Source, for prior sales	\$165,000			
within year of appraisal	B & T + MLS + Assr's.	B & T + CCIMLS + Assessors.	B & T + CCIMLS + Assessors.	B & T + CCIMLS + Assessors.
Analysis of any current agreement of sale, option, or listing of subject property and analysis of any prior sales of subject and comparables within one year of the date of appraisal: The last sale for the subject was for a vacant lot. There are no known sales, listings or contracts to sell for any of the comparables within the previous twelve months.				

INDICATED VALUE BY SALES COMPARISON APPROACH \$ 900,000

INDICATED VALUE BY INCOME APPROACH (if Applicable) Estimated Market Rent \$ N/A /Mo. x Gross Rent Multiplier N/A = \$ N/A

This appraisal is made "as is" subject to the repairs, alterations, inspections or conditions listed below subject to completion per plans & specifications.
Conditions of Appraisal: Insufficient rental data to determine a reliable grm. There is an Extraordinary Assumption that an Occupancy Permit will be issued.

Final Reconciliation: Sales comparison analysis is the best indicator of value and is supported here by the cost approach.

The purpose of this appraisal is to estimate the market value of the real property that is the subject of this report, based on the above conditions and the certification, contingent and limiting conditions, and market value definition that are stated in the attached Freddie Mac Form 4399/NMA form 1034B (Revised 6/03).

(WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS REPORT, AS OF 08/16/2021 (WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE \$ 900,000

APPRAISER:
 Signature: *Michael P. Luckran*
 Name: Michael P. Luckran #200r
 Date Report Signed: 08/20/2021
 State Certification #: MA C.R.R.E. Appraiser #200 State MA
 Or State License #

SUPERVISORY APPRAISER (ONLY IF REQUIRED):
 Signature: *Joseph M. Clancy*
 Name: Joseph M. Clancy, MRA
 Date Report Signed: 08/20/2021
 State Certification #: MA C.G.R.E. Appraiser #76 State MA
 Or State License #

Supplemental Addendum

File No. Pheasant33

Borrower/Client	N/A				
Property Address	33 Pheasant Lane				
City	East Falmouth	County	Barnstable	State	MA Zip Code 02536
Lender	Falmouth Housing Trust				

Intended Use and the Intended User:

The Intended Use of this Appraisal is to provide an opinion of the Current Market Value of the subject property for a possible purchase only. This report is not intended for any other use.

The Intended User is Falmouth Housing Trust.

Highest and Best Use Analysis:

In the Highest & Best Use Analysis, the appraiser has performed and considered the four test criteria and stated his conclusion in the body of the report.

Definition of Market Value:

For the purpose of this report, the source for the Definition of Market Value, as stated in the limiting conditions, is from regulations published by federal regulatory agencies pursuant to title xi of the federal institutions reform, recovery, and enforcement act (firrea) of 1989.

Scope of Work:

This is a Uniform Residential Appraisal Report which reports the market value of the subject property as of a given date, a physical inspection is made on the subject property, including actual measurements of the perimeter of the dwelling. Depending on the assignment, an interior inspection is made or if assignment is an exterior only, information on our analysis is based on public records. Research is conducted in the immediate and surrounding areas to determine the best sales which are most similar to the subject property for the sales comparison approach and local cost estimates from contractors & builders and/or is means, which may be utilized in the cost approach and included in the report. A market analysis is determined along with aspects of the site are analyzed and reported to the best of our knowledge. Information is obtained from a number of sources available including mls, assessor's records, registry of deeds, owners, brokers, builders, national, state, and local real estate services and publications. Information not available to the appraiser is documented in the report. This report utilizes the sales comparison approach and, depending on the assignment, cost approach. If this is not an income producing property and there is insufficient rental data available, hence the income approach will be deemed not applicable. given all the above, the report is compiled to arrive at opinions and conclusions which are stated in the report.

Effect of Novel Coronavirus (COVID-19)

On March 13, 2020, the United States Government declared a "National Emergency Concerning the Novel Coronavirus Disease (COVID-19) Outbreak", which was just before the Effective Date of this Appraisal Report. This appraisal report was performed pursuant to the Uniform Standards of Professional Appraisal Practice ("USPAP") and was based on information and comparable sales available on that date.

At this time, there does not appear to be any adverse impact on value or marketability for homes in good updated condition due to the COVID-19 virus. The market is active, there is high demand, low inventory and there is financing available for qualified buyers.

Comments on Sales Comparison Analysis:

In the Sales Comparison Approach the location, site and view are based on overall site value as compared to the subject site. The site value for the subject is estimated at \$275,000.

The site value for all 3 sales is also estimated at \$275,000 with no net adjustment necessary.

Sales #2 + 3 were adjusted for condition to reflect the premium paid for new and like new houses.

Exposure Time

'Exposure Time'; is the estimated time that a property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.

The exposure time of the subject property falls into a range of 3-6 months due to the limited number of buyers in this value range, and the current supply of competing homes. Property priced homes sell within reasonable time frames. Over priced homes generally take a longer time to sell.

I have not performed a prior appraisal of the subject property within the 3 year period immediately preceding acceptance of this appraisal assignment.

Fiscal year 2021 assessed value is \$494,900.

BUSINESS

4. Consider approval of access agreement to allow Mayflower Wind to conduct certain investigations and studies at Worcester Park, Central Park and the "Kite Park" located at 0 Grand Ave. (5 minutes)

Mayflower Access Agreement Motion:

I move that the Board finds:

1. That it is expressly stated that the Select Board is not approving or endorsing this project by approving temporary access agreements; and,
2. That detailed plans are required in order to determine whether it is in the Town's best interest to allow Mayflower Wind to install an electric cable at any the three landfall sites identified;
3. That these temporary access agreements are required in order for Mayflower Wind to prepare the detailed plans and impact analysis that community members have requested; and,
4. That the Select Board retains the legal authority to withhold approval of the proposed electric cable on Town owned property; and,
5. That the Board and Town staff will review detailed plans to be submitted by Mayflower Wind and hold at least one additional public hearing prior to rendering any final decision to approve or deny the proposed electric cable; and,
6. That the Board hereby approves the proposed access agreements as submitted.

Mayflower Access Agreement Motion:

I move that the Board finds:

1. That it is expressly stated that the Select Board is not approving or endorsing this project by approving temporary access agreements; and,
2. That detailed plans are required in order to determine whether it is in the Town's best interest to allow Mayflower Wind to install an electric cable at any the three landfall sites identified;
3. That these temporary access agreements are required in order for Mayflower Wind to prepare the detailed plans and impact analysis that community members have requested; and,
4. That the Select Board retains the legal authority to withhold approval of the proposed electric cable on Town owned property; and,
5. That the Board and Town staff will review detailed plans to be submitted by Mayflower Wind and hold at least one additional public hearing prior to rendering any final decision to approve or deny the proposed electric cable; and,
6. That the Board hereby approves the proposed access agreements as submitted.

RIGHT OF ENTRY TO CONDUCT
PHYSICAL INVESTIGATIONS

This Right of Entry (this "Agreement") is made and entered into as of this ___ day of December, 2022, by and between **MAYFLOWER WIND ENERGY LLC**, a Delaware limited liability company ("Wind Company"), and **TOWN OF FALMOUTH**, a Massachusetts Municipal Corporation, acting by and through its Select Board [DH1] ("Falmouth").

RECITALS

A. Falmouth is the owner of that certain real property consisting of: (i) approximately 0.78 acres and located at Parcel ID 46B 20 000N 000 (0 Worcester Ave.), approximately 0.61 acres and located at Parcel ID 46B 20 000O 000 (0 Worcester Ave.), approximately 2.10306 acres and located at Parcel ID 46B 16 000 P 000 (0 Worcester Ct.), 0.08724 acres and located at Parcel ID 46 00O 001 000 (0 Jericho Path), and approximately 1.24827 acres and located at Parcel ID 46 00L 020 000 (0 Worcester Ct.), all collectively known as Worcester Park in, Falmouth, Barnstable County, Massachusetts ("Worcester Park"); (ii) approximately 4.24 acres and located at Parcel ID 46B 09 000L 000, known as Central Park, with an address of 0 Central Park Ave, and approximately 1.14306 acres and located at Parcel ID 46B 10 000 M 000 known as Crescent Park with an address of 0 Grand Ave. both in Falmouth, Barnstable County, Massachusetts ("Central Park"); and (iii) approximately 1.948 acres and located at Parcel ID 46B 03 003 000, known as Kite Park, with an address of 0 Grand Ave, Falmouth, Massachusetts ("Kite Park" and together with Worcester Park and Central Park, collectively, the "Property").

B. Wind Company initially desires access to the Property to undertake certain investigations and studies concerning the Property.

C. Falmouth and Wind Company desire to enter into this Agreement to permit Wind Company access to the Property for the purposes of conducting such investigations and studies, and otherwise define the rights and obligations of the parties in connection therewith.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Falmouth and Wind Company agree as follows:

1. Entry and Testing

A. Entry on the Property. Falmouth hereby grants to Wind Company and its representatives, agents, independent contractors, designees and affiliates a temporary, nonexclusive right, [DH2][MO3] to enter onto the Property for the purpose of conducting such investigations, including, without limitation, appraisals, engineering studies, soil tests, environmental studies, biological and cultural analyses, inquiry of governmental officials, and underwriting analyses, as Wind Company deems necessary or advisable, and obtaining any and all information regarding the Property as Wind Company deems appropriate to determine whether the Property is suitable for Wind Company's intended use.

B. Initial Phase Testing. Wind Company shall, in its initial phase of testing with respect to the Property, include the following:

- i. Visual inspection of the Property and photographing of the same so as to show the general layout of the Property;
- ii. Perform non-intrusive utility and topographic survey(s) of the entire Property;
- iii. Dig small archeological test pits (approximately 1.6 feet x 1.6 feet);
- iv. Perform ground penetrating radar survey of certain portions of the Property; and
- v. Take small soil samples from the Property and perform environmental and biological testing as well as electric and thermal resistivity testing (i through v collectively, the "Initial Phase Testing").

In order to prevent or minimize any interference in the day-to-day operation of Falmouth's use of the Property, Wind Company and Falmouth shall, prior to commencement of Initial Phase Testing, confer and cooperate regarding: (a) the site locations of the various tests involved in Phase I testing; and (b) the proposed on-site travel route, staging areas, disposal of any bi-products from testing, testing regimen, and location of Wind Company's vehicles and equipment.

C. Second Phase Testing. Any tests and investigations in addition to the Initial Phase Testing shall be referred to herein as the "Second Phase Testing." Wind Company shall not conduct any Second Phase Testing it determines it may require, such as a Phase II environmental investigations, without Falmouth's prior written consent, which consent shall not be unreasonably withheld [DH4] or delayed. Prior to conducting any Second Phase Testing, Wind Company shall provide Falmouth with a written request for Falmouth's approval to such Second Phase Testing at least ten (10) business days in advance and such request shall include the plans, specifications and scope of work to allow Falmouth to reasonably understand the scope of the work to be conducted and to be assured that such work will not unreasonably interfere with Falmouth's day-to-day operation at the Property. To the extent necessary so as to reduce interference with Falmouth's operation of the Property, Falmouth shall reasonably cooperate with Wind Company by providing appropriate trucking routes near and through the Property and other measures so as to address the same. Falmouth shall respond to Wind Company's request for any such Second Phase Testing or Phase II investigations within ten (10) business days of receipt of Wind Company's request therefor. In the event Falmouth does not respond within such 10 business day period Falmouth shall have been deemed to consented to such testing that is the subject of the Wind Company's written request. [DH5] Wind Company's entry on the Property shall not unreasonably interfere with Falmouth's use of the Property. Notwithstanding the foregoing, Wind Company, after discussion concerning the area and location/area approval by Falmouth, which approval may not be unreasonably withheld [DH6] or delayed, may store equipment (including trucks and small drilling rigs, etc.) or materials at the Property while conducting such testing or analysis on a temporary basis while such testing or analysis is ongoing. Notwithstanding the foregoing Wind Company may not stockpile debris at the Property. Wind Company will attempt to address multiple testing regimens at each mobilization at the Property to reduce the number of days the truck routes within the Property may need to be altered to allow such testing.

Other than as expressly set forth above, Wind Company shall provide Falmouth with two (2) business days advance notice with respect to all entries onto the Property. Such notice may be provided by either email transmission or telephonic notice to Falmouth's representative as follows:

Peter Johnson-Staub
 508-495-7320
 townmanager @falmouthma.gov

All testing results completed by Wind Company shall be provided to Falmouth, subject to the confidentiality requirements herein.

2. Term. The parties acknowledge and agree that the term of this Agreement shall commence on December 1, 2022 and shall expire one hundred eighty (180) days following the date hereof (the "Initial Term"). The Initial Term shall automatically renew for two (2) periods of one hundred eighty (180) days each (each a "Renewal Term"), unless otherwise terminated by Wind Company or Falmouth [DH7] in accordance with the provisions hereof. The terms and conditions of this Agreement shall remain in effect during each Renewal Term. The Initial Term and each Renewal Term shall hereinafter be collectively referred to as the "Term."

3. Consideration. The parties acknowledge and agree that Wind Company shall pay to Falmouth One Hundred and 00/100 Dollars (\$ 100.00), which shall constitute payment in full for this Agreement and the other promises of Falmouth contained herein for the Initial Term. Wind Company shall pay to Falmouth the sum of One Hundred and 00/100 Dollars (\$100.00) for each Renewal Term within thirty (30) days of the commencement thereof, if applicable, subject to the terms of Section 4 hereof.

4. Termination. Wind Company or Falmouth may terminate this Agreement where the other party defaults under the terms here contained by delivering 30 calendar days written notice to the other party of such default. The defaulting party will have 25 calendar days from receipt of said notice to cure such default. In the event the default has not cured, the notifying party may terminate at the conclusion of such 30 days' notice. Payments for partial Renewal Terms shall be prorated based upon a 365-day year, provided, however, that Falmouth shall be entitled to retain all payments actually received, regardless of the termination date. [DH8][MO9]

5. Property Documents. Within ten (10) [DH10] business days following the date hereof, Falmouth shall provide or make available to Wind Company, if any, copies of its existing due diligence materials related to the Property listed on Exhibit A attached hereto to the extent any exist and the same are in Falmouth's possession or control or reasonably available to Falmouth ("Property Documents"). All such Property Documents shall be returned to Falmouth or destroyed by Wind Company upon the termination of this Agreement except in the case where such termination is the result of (i) Falmouth and Wind Company executing and delivering a purchase and sale agreement for the Property and/or any easements, or (ii) the closing under the purchase and sale agreement and conveyance of the Property and/or any easements to Wind Company or its nominee, in which event Wind Company shall have the right to retain the Property Documents and the same shall be governed by the terms and provisions of the easement purchase and sale agreement. The Property Documents shall otherwise be subject to the confidentiality provisions of this Agreement as set forth in Section 13 hereof.

6. Conduct of Work. Wind Company, at all times, will conduct all inspections, tests and investigations in compliance with all applicable federal, state, local or municipal constitutions, laws, ordinances, rules, regulations, orders or statutes of any governmental authority having jurisdiction over the Property, and in a manner so as to not cause damage (other than normal damage resulting from such investigations which shall be subject to Wind Company's repair obligations set forth in Section 8 hereof).

Wind Company shall, to the extent required to perform its investigations and testing, apply for and obtain all regulatory approvals, permits and consents necessary for such investigations and testing. If such permits or approvals are necessary, or for any permits or approvals which Wind Company deems necessary or convenient, Wind Company shall provide to Falmouth copies of the applications for all such regulatory approvals and copies of all correspondence and approvals, permits and consents from regulatory entities or other government entities regarding such investigations within five (5) days of obtaining each document or sending such document. In the event any such approvals, permits and/or consents require the signature of

Falmouth, provided the information contained on such application is verified to be true by Falmouth, then Falmouth shall promptly execute the same.

7. Liens. Wind Company shall keep the Property free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Wind Company. In no event shall Wind Company be responsible for any liens relating to pre-existing environmental conditions at the Property or any liens caused by Falmouth or Falmouth's agents and/or representatives. If any such lien which Wind Company is obligated to remove shall at any time be filed, Wind Company shall cause the same to be discharged of record within thirty (30) days after knowledge by Wind Company thereof by satisfying the same or, if Wind Company in its discretion and good faith determines that such liens should be contested, by obtaining a bond or otherwise having such lien removed of record.

8. Obligation to Restore; Notification. If any inspection or test performed by or on behalf of Wind Company results in any damage or disturbance to the Property, Wind Company agrees, at its own expense, to promptly restore the Property, as applicable, to substantially the same rough grade (or finish grade if asphalted) condition that existed prior to such testing.

Wind Company shall notify Falmouth immediately (within twenty-four (24) hours after the occurrence thereof), of all accidents and/or damage arising out of Wind Company's performance of its investigations and testing on the Property and/or entry onto the Property. Such notice shall not relieve Wind Company of its obligations under this Agreement.

[Whether or not Wind Company has satisfied its obligation to restore shall be subject to Falmouth's final review and approval and if in Falmouth's sole discretion said obligation is not met, Wind Company shall promptly address and remedy any and all concerns of Falmouth.] [DH11]

9. Representations. Falmouth represents and warrants to Wind Company that (a) Falmouth is the sole fee owner of the Property, (b) each person or entity signing this Agreement on behalf of Falmouth is authorized to do so, (c) Falmouth has unrestricted legal power, right and authority to enter into this Agreement and grant Wind Company the rights of access hereunder, and (d) this Agreement is and will be in full force and effect without the necessity of any consent of or joinder herein by any other person or entity.

10. Cooperation. During the Term of this Agreement, the parties shall fully cooperate with each other in the exercise of the rights granted to them hereunder and otherwise give effect to the purpose and intent of this Agreement. Falmouth shall make a good faith effort to cooperate with all reasonable requests of Wind Company in Wind Company's efforts to obtain from any governmental authority or other person or entity any permit, entitlement, approval, authorization or other rights necessary or convenient in connection with Wind Company's activities and investigations. [DH12]

Wind Company shall [DH13] respond to Falmouth's reasonable requests for information concerning Wind Company's investigations and testing of the Property, subject to the confidentiality provisions set forth in Section 13 hereof.

11. Insurance. Wind Company will obtain prior to entering the Property and keep in effect, thereafter and during the remainder of the Term of this Agreement a broad form commercial general liability insurance policy with a limit of no less than \$1,000,000.00 combined single limit coverage per occurrence and in the aggregate. Wind Company shall provide a copy of their certificate of insurance to Falmouth prior to entering the Property.

12. Indemnity. Wind Company agrees to indemnify, defend and hold Falmouth free and harmless from any loss, injury, liability, damage, claim, lien, cost, penalties, fines or expenses, including reasonable attorneys' fees and costs, as a result of the exercise by Wind Company or its agents, contractors or representatives of the right of access under this Agreement, arising out of the performance by Wind Company of any of its obligations under this Agreement, or arising out of a breach of this Agreement by Wind Company, but in no event shall Wind Company be responsible or liable to Falmouth for: (i) the discovery of any pre-existing conditions at the Property (provided, however, that Wind Company shall be responsible and liable under this Section 12 only to the extent that such pre-existing condition(s) have been exacerbated by Wind Company or its agents, contractors or representatives); or (ii) any [DH14]punitive damages. Any inspections undertaken by Wind Company pursuant to this Agreement shall be at Wind Company's sole risk and expense. The foregoing indemnification shall not apply in the event the loss, injury, liability, damage, claim, lien, cost, penalties, fines or expenses are caused by Falmouth's, or its agent's or representative's, negligence, fraud or misconduct.

13. Confidentiality. All information made available by one party to the other in accordance with this Agreement (the "Evaluation Materials") shall be treated as confidential information of the party providing such Evaluation Materials and shall not be disclosed to anyone except as set forth in this Section; provided, however, that: (i) the receiving party may disclose the Evaluation Materials, or any relevant portions thereof, to its agents, attorneys, accountants, consultants, brokers, employees, officers, directors, partners, managers, members, prospective lenders, prospective partners, and/or any and all persons directly or indirectly acting for or with such party on a "need to know" basis (collectively, the "Related Parties") in connection with the receiving party's investigation and evaluation of the Property and the potential sale thereof, provided such entities are under an enforceable obligation to the receiving party not to disclose any Evaluation Materials except as provided hereunder; and (ii) the following materials and information shall not be subject to the confidentiality obligations set forth herein: (a) information which is or becomes generally available to the public other than as a result of wrongful disclosure by the receiving party; (b) information which reasonably can be demonstrated to be known to the receiving party or a Related Party prior to its disclosure hereunder; (c) information which becomes available to the receiving party or a Related Party on a non-confidential basis from sources other than the disclosing party; and (d) information which the receiving party or a Related Party may be compelled to disclose by court order or applicable law. [Wind Company agrees and acknowledges that Falmouth's duties under this Paragraph 13 are subject to and limited by the Massachusetts Public Records laws.] [DH15]

14. No Obligation Regarding Possible Transaction. Notwithstanding the rights granted to Wind Company under this Agreement, and notwithstanding any negotiations or other communications between Falmouth and Wind Company, neither Falmouth nor Wind Company shall have any obligation whatsoever to proceed with or otherwise enter into any agreement concerning Wind Company's purchase of the Property or any portion thereof, or to otherwise consummate any transaction of any kind concerning the Property or any portion thereof. Neither this Agreement nor any other negotiations or communications between Falmouth and Wind Company shall constitute evidence of a binding agreement to sell the Property by Falmouth or an offer to purchase the Property and/or any easements by Wind Company, and other than as set forth in this Agreement, neither Falmouth nor Wind Company shall have any obligations whatsoever regarding the Property, unless and until Falmouth and Wind Company execute and enter into a binding letter of intent or purchase and sale agreement regarding the Property and/or any easements, which either party may or may not do in its sole discretion.

15. Assignment. Wind Company may transfer or assign all or any portion of Wind Company's right, title or interest under this Agreement with Falmouth's prior written consent to any direct affiliate of Wind Company^[DH16]. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, legal representatives, successors, and assigns.

16. Notices Except as otherwise set forth herein, all notices which may be or are required to be given by either party to the other shall be in writing and shall be sent by United States certified mail, postage prepaid, return receipt requested, or by a nationally recognized courier service to the parties at their respective addresses as follows:

If to Falmouth:

Town Manager
Town of Falmouth
59 Town Hall Square
Falmouth, MA 02540
Attention: Peter Johnson-Staub
Email: townmanager@falmouthma.gov

with a copy to:

Town Counsel
Town of Falmouth
59 Town Hall Square
Falmouth, MA 02540
Attention: Maura O'Keefe, Esq.
Email: towncounsel@falmouthma.gov

If to Wind Company:

Mayflower Wind Energy LLC
101 Federal Street
Boston, MA 02110
Attention: Daniel Hubbard, Esq.
Email: Daniel.Hubbard@mayflowerwind.com

with a copy to:

Day Pitney LLP
One Federal Street, 29th Floor
Boston, MA 02110
Attn: William M. Pezzoni, Esq.
Email: wpezzoni@daypitney.com

or such other address within the continental United States as either party by written notice to the other may from time to time designate. Notice sent by certified mail shall be effective (and deemed received) upon actual receipt or refusal of delivery. Notice given by any other manner shall be effective (and deemed

received) only if and when received by the party to be notified between the hours of 8:00 a.m. and 5:00 p.m. Eastern time of any business day with delivery made after 5:00 p.m. eastern time to be deemed received the following business day. Notices may be given and received on behalf of any party by its counsel.

17. Amendments. Neither party to this Agreement is empowered to alter or amend any term of this Agreement unless such alteration or amendment is in writing and has been signed by Falmouth and Wind Company (or their successors and/or assigns). This provision cannot be orally waived.

18. Effect of Waivers. Any consent or permission by a party to any act or omission of the other party which otherwise would be a breach of any covenant or condition hereunder, or any waiver by a party of the breach of any covenant or condition by the other party, shall not in any way be held or construed to operate so as to impair the continuing obligation of such covenant or condition, or otherwise operate to permit other similar acts or omissions. No breach shall be deemed to have been waived unless and until such waiver be in writing and signed by the party waiving the breach. The failure of a party to seek redress for violation of or insist upon the strict performance of any covenant or condition of this Agreement shall not be deemed a consent to or waiver of such violation, nor shall it prevent a subsequent act, which would otherwise constitute a violation, from in fact being a violation.

19. Miscellaneous. Falmouth acknowledges that the activities and investigations to be performed by Wind Company hereunder is not the beginning of construction or of civil works. The parties further acknowledge and agree that the right of access conferred by this Agreement shall not be construed as any form of tenancy interest, ownership interest, control of the Property, or any type of real property interest. This Agreement shall be construed equally as between and against Falmouth and Wind Company, and not against the party responsible for its drafting. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. [DH17] This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall have the same force and effect as if the parties had executed a single document. This Agreement may be executed by Falmouth or Wind Company and delivered to the other party in PDF, facsimile or similar electronic format and shall be binding on the party delivering the executed Agreement with the same force and effect as the delivery of a printed copy of the Agreement with an original ink signature.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**FALMOUTH:
TOWN OF FALMOUTH
SELECT BOARD,**

Nancy R. Taylor
Chair, Select Board

Onjalé Scott Price, Vice Chair

Samuel H. Patterson

Douglas C. Brown

Edwin (Scott) P. Zylinski II

**WIND COMPANY:
MAYFLOWER WIND ENERGY LLC,
a Delaware limited liability company**

By: _____
Name: Francis Slingsby
Title: Chief Executive Officer

Approved as to form:

Maura O'Keefe
Town Counsel

EXHIBIT A

PROPERTY DOCUMENTS

1. a certificate of occupancy for the Property in Falmouth's possession or control and all other permits, certificates and approvals related to the Property in Falmouth's possession or control, if any;
2. copies of any notices received in connection with any purported or actual violation at the Property of any applicable law or requirements;
3. all reports (listed below), if any or correspondence relating thereto in the possession or control of the Falmouth relating to the Property (the "Reports"):
 - a. environmental
 - b. ALTA survey
 - c. Zoning
 - d. and other similar studies
4. copies of any title policies and the legal description of the Property; and
5. copies of any Reciprocal Easement Agreements and agreements with any entity or individual or any governmental agencies relating to the development, construction, ownership or operation of the Property or properties adjacent thereto.

Diane Davidson

From: Robert Powderly [REDACTED]
Sent: Thursday, December 15, 2022 5:10 PM
To: Falmouth Selectboard
Subject: Return

Categories: Public Comment

Sent from my iPad

Please ask annual for Mayflower's projected return on equity each year of the useful life of the project (percentage and in dollars).

Please ask mayflower what are the risks of delays and / or non operation as planned in their filings.

Bob Powderly
Worcester Court

Diane Davidson

From: john banner [REDACTED]
Sent: Friday, December 16, 2022 3:23 PM
To: Falmouth Selectboard
Subject: Mayflower Tests in Falmouth Heights

Categories: Public Comment

Dear Select Board

The science is clear: to avoid the worst impacts of climate change, the world must rapidly cut greenhouse gas emissions in the next decade.

As a longtime Falmouth resident, I strongly support renewable energy development and believe every US citizen (including Falmouth residents) will need to make reasonable sacrifices to reduce carbon emissions.

Therefore I vote to allow Mayflower Wind to conduct certain investigations and studies at Worcester Park, Central Park and the "Kite Park", and if one or more locations are feasible, grant Mayflower Wind the necessary permits, etc., to install the cables with strict guidelines and timetables, and penalties for any non-compliances.

Thank you
John Banner
7 Toledo St, Teaticket, MA 02536

Diane Davidson

From: Kevin Smith [REDACTED]
Sent: Friday, December 16, 2022 11:32 AM
To: Falmouth Selectboard
Subject: Mayflower Wind

Categories: Public Comment

I am writing to express my strong opposition to Mayflower Winds' addition of the kite field as an alternate landfall. This is a totally inappropriate location: it will destroy a small neighborhood public beach, have a negative impact on surrounding homes and violate the conditions of the Hotel Park (kite field) deed of over 100 years ago. The deed is separate but similar to the Goodwin deed of the remainder of the parks in the Heights. If the site at the entrance to Falmouth Harbor was not chosen because of the impact on the parking for a motel and a yacht club - what about the negative impact on homeowners and taxpayers of Falmouth Heights? Please do not accept this request.

Sincerely,
Kevin Smith
5 Wachusett Ave
Falmouth, Ma

Diane Davidson

From: [REDACTED]
Sent: Thursday, December 15, 2022 9:56 PM
To: Falmouth Selectboard
Cc: info@fhmna.org
Subject: Opposition to the Mayflower plans to onboard and run their electric cables through the Falmouth Heights Area.

Categories: Public Comment

December 15, 2022

To the Select Board.

My name is Rick Mullin and my wife, Christine, and I have owned property at 70 Lake Leaman Road since 2010. I am a member of the Falmouth Heights Maravista Neighborhood Association (FHMNA) and I would like to register my strong opposition to Mayflower onboarding their cables anywhere in Falmouth Heights.

I attended the last public meeting and was very happy to see the turnout that showed up to oppose the Mayflower plans to onboard and run their electric cables through the Falmouth Heights Area.

I am disappointed that due to Family issues I cannot attend this upcoming meeting. I am also disappointed that a meeting held this time of year would discuss this issue when the fewest property owners would probably be able to attend.

My wife and I have recently retired and our plan is to become full time residents of Falmouth next year. Over the last 12 years we have always used our home 12 months a year. When Mayflower states that their construction would be "off season only" I hope they don't think that the "on season" is from Memorial Day to Labor Day. Falmouth has some of the best weather in September, October and November. The same can be true in the Spring. There are plenty of people in the Falmouth area and on the beaches during those months.

One last comment I have is that if Mayflower's project is approved to be constructed through Falmouth Heights the shame of it would be that the area would be disrupted for a minimum of 2 to 3 years and never be restored to what it is currently. Falmouth will not get any benefits from the project. There will be no electricity for the area and there will be no long term employment for any residents. Falmouth Heights gets nothing except a lot of inconvenience, dust and traffic problems.

Thank you for taking the time to read this.

Sincerely,
Rick Mullin

Diane Davidson

From: Jack Belcher [REDACTED]
Sent: Thursday, December 15, 2022 5:22 PM
To: Falmouth Selectboard
Subject: Mayflower Proposal Kite Field

Categories: Public Comment

Dear Select Board,
I continue to voice my opposition to the Mayflower Wind Proposal.

I write to you in reference to the announcement below
Mayflower Update - Important Select Board meeting December 19, 2022, 7 PM

Kite Field Added as Alternate Location

Your Attendance is Important.

If unable to attend, see instructions below for emailing comments to the SB.

Unfortunately, I will not be able to attend due to work and travel. (I again ask as I have a number of times of the town manager, that the Board consider facilitating virtual meetings. Without such, you are unnecessarily restricting participation.

To the point of the meeting, the request for Kite Field is no different from the other locations proposed.

The Mayflower proposal is lacking in the basic due diligence you would expect from such a business proposal. Despite their assertions that there will not be any economic, environmental, or health-related effects, they remain unwilling to accept any liability for their plans. The impact on the economy from the Kite Field Proposal impact the Marina, the various bed and breakfast establishments, the Cape and Island Ferry and residential home owners,

The business argument to run the cables through the Cape Cod region just does not make business sense.

Some insight. A month ago I had the opportunity to meet with a senior executive from PPL Utilities. They are an Ohio-based company that recently acquired management rights to

Rhode Island Energy. For intent and purposes, they will be the electric power provider in Rhode Island.

Sent

He was quite candid. It is all about money and time he advised. Despite what they say you, the local community is really nothing more than a pass-through to save time and the community needs to ask the tough questions.

As you know Rhode Island Energy is considering alternative sources of power generation. One of the primary uses of their power will be the emerging data center footprint. Today, about ten percent of their power will be consumed by such. While that may seem low he noted that is very significant and it is expected to grow to 15 to 20 percent over the next ten years.

An interesting comment he made was that the proximity of power must be in proximity of 15 to 20 miles. In Rhode Island, there is such a need to be served. Entering the Cape and Falmouth proposed routes do not seem to meet the needs of Boston, Hartford or Providence as they are far beyond the necessary proximity desired.

The fact that Mayflower is a LLC with limited liability coupled with the logistics argument should raise concerns.

If these comments are worthy of consideration, why the persistent agenda by Mayflower to make landfall at Falmouth rather than run their cables undersea closer to Boston or the mainland?

I remain opposed to the proposal of any landing on Falmouth for these reasons. The Kite Field landing is not an improvement but rather a veiled attempt to focus on the unoccupied field rather than the residents and businesses passed.

Jack and Nancy Belcher

69 Worcester Ct

Falmouth, Massachusetts

[REDACTED]

[REDACTED]

from Mail for Windows

Diane Davidson

From: Ralph Walkowicz [REDACTED]
Sent: Thursday, December 15, 2022 4:28 PM
To: Falmouth Selectboard; Walkowicz Ralph
Subject: Concerns for using the Kite Park as an alternative onboarding site for high voltage cable

Categories: Public Comment

Dear Select Board Members, We are writing in strong opposition to the idea of using the Kite Park as a site for onboarding the Mayflower Wind Cable. That property is a jewel for the town to protect. Generations of families have enjoyed this gorgeous property. Anyone playing on it, flying a kite on it, walking or driving up to The Heights along the bluff sees the beauty. It is a spectacular open space along the ocean. One does not really know or understand what signage and or other equipment would go along with this underground high voltage cable. It is incomprehensible to imagine this would ever be a consideration.

The Kite Park is also in very close proximity to the Yacht Club, and The Falmouth Tides Motel which Mayflower Wind uses as one of their own reasons as to why the Clinton Ave. parking lot site for example is unfeasible. "Falmouth Tides Motel and Falmouth Yacht Club operations would be hindered during HDD operations".

Mayflower Wind also states concerns regarding traffic impacts for the Clinton Ave parking lot site. The Kite Park site which sits on the corner of Grand Ave and Clinton (Grand Ave begins as Falmouth Heights Rd.) could have tremendous traffic impacts on the Yacht Club and The Tides but also The Island Queen Ferry which carries thousands of passengers each year, MacDougall's Boatyard, Falmouth Heights Motor Lodge, Mariner's Point, and multiple other hotels and motels along the road as well as many houses, condominiums and businesses and a chapel all very close to the street. These businesses do not only operate in the high season nor are all the residents only summer residents. Falmouth Heights Road and Grand Ave as you drive along are extremely beautiful and lead our tourists as well as our residents to the vista of Martha's Vineyard. It is spectacular right now and it is frightening to imagine how it could be impacted negatively by this monstrous cable and all that goes with it.

As well as having concerns regarding this tremendously high voltage cable boring under a beach and through a beautiful field almost in people's yards and next to Falmouth Harbor, The Yacht Club and the Pier, it is equally concerning and unclear as to what signage, lighting and components will be visible and or could be heard which would destroy the natural beauty of this incredible precious unique piece of property. This concern includes onshore and offshore equipment. Families cherish the Kite Park. The town cherishes it. Please help us guide Mayflower Wind to another place for onboarding not in the Heights and certainly not through the Kite Park. Thank you for what you do for our town.

Sincerely, Mari and Ralph Walkowicz
21 Chapel Park Ave

BUSINESS

5. Broadband update (10 minutes)

Affordable Internet for Falmouth

How to save lower-income households up to \$1200/year

*"High speed Internet is essential for modern life and should be treated like a public utility."
Falmouth Representative Dylan Fernandes.*

Peter Clark, Superintendent of Falmouth Schools (retired)
David Isenberg, Senior Advisor to FCC, Bell Labs (retired)
Alan Steinbach, M.D.

Presented to the Falmouth Select Board, December 19, 2022

8000 Falmouth households could qualify

1. Affordable Connectivity Program (ACP) — federal program provides \$30/mo discount on Internet bill.
2. Internet Essentials Plus (IEP) — Comcast "volunteer" program that provides free fast Internet connection (\$97.95 retail) to ACP-qualified households.

Falmouth enrollment efforts: limited success

1. Application is difficult and time-consuming for ACP and IEP.
2. Town staff is already burdened; eligible families are hard to reach.
3. Comcast reimbursed for ACP but not IEP— IEP benefit played down.
4. Potential federal grant to hire outreach staff no longer achievable.

Our affordability/equity initiative

- 1.Publicize ACP and IEP to Falmouth low-income households.
- 2.Create volunteer corps to coach households in sign up .
- 3.Create citizen group to respond to future grant opportunities.
- 4.Support and publicize FalmouthNet— town-wide fiber optic project.

Clark, Isenberg & Steinbach to Select Board
December 19, 2022

We ask the Select Board:

- 1.To acknowledge benefit of ACP/IEP in making Falmouth more affordable/equitable.
- 2.To endorse volunteer efforts to enroll qualifying households in ACP/IEP.
- 3.To urge town departments to assist in enrollment efforts as much as feasible.
- 4.To support readiness to apply for future Internet affordability opportunities.

Clark, Isenberg & Steinbach to Select Board
December 19, 2022

Notes for Clark, Isenberg, Steinbach presentation to Select Board, December 19, 2022.

"High speed internet is essential for modern life and should be treated like a public utility."
Falmouth Representative Dylan Fernandes.

Falmouth has:*

14,000 year-round homes
8,000 seasonal homes
2,000 businesses

Falmouth broadband services:*

83% use Comcast - average Internet-only price \$92/mo, average bundle \$183
8% use Verizon DSL (aka HSI) - Doesn't meet current definition of Broadband
4% use cellular - spotty coverage, expensive service, data caps
4% no home broadband

* Source: EDIC Feasibility Study, November, 2020: <https://tinyurl.com/edicstudy>

The opportunity:

1. Federal Affordable Connectivity Program (ACP) - \$30/mo subsidy on Internet bill
Available to Comcast and Verizon customers
White House: 43% of US households qualify (SSI, Medicaid, SNAP, 200% of poverty)
(compare: 40% of Falmouth school kids on lunch program)
Potential benefit to Falmouth's low income year-round households: \$2 million/yr
<https://www.fcc.gov/acp>
2. Comcast customers who qualify for ACP also qualify for Internet Essentials Program (IEP)
Available to existing Comcast customers.
IEP provides a useful 100/20 Internet connection with free equipment rental (\$97.95 retail)
Comcast has other "affordability" programs, but IEP a) is fast enough for most households today, and b) can zero out the monthly bill.
Potential additional benefit for Falmouth's low-income year-round Comcast households:
\$4.1 million/yr
<https://www.internetessentials.com/>
3. Many Comcast customers are paying for more services than they need.
Comcast is good at selling bundles, not so good at assessing customer needs.

The problem(s):

1. Comcast is required to publicize ACP, but not IEP.
2. Comcast gets reimbursed for ACP but not IEP.
3. Comcast underplays the IEP opportunity.
4. Applying for ACP is complicated. Applying for IEP is even harder.
5. Initial efforts by Senior Center and Falmouth Human Services have had limited success.

Our initiative:

1. Continue to publicize the ACP-IEP opportunity for Falmouth's low-income households.
2. Create volunteer corps to sign people up for ACP and IEP.
3. Create a small group of citizens (and agencies) capable of rapid response to future state and federal "digital divide" programs.
4. Publicize and support FalmouthNet and OpenCape fiber optic projects.

BUSINESS

6. Town Manager selection process (15 minutes)
 - a. Selection Committee appointments
 - b. Community input forum
 - c. Web page for community input on Town Manager selection
 - d. Salary range

BUSINESS

7. Approve Annual License Renewals for 2023 (5 minutes)

ALL ALCOHOL RESTAURANT LICENSE and COMMON VICTUALLER LICENSE

The Cape Club, 125 Falmouth Woods Road

ALL ALCOHOL CLUB LICENSE

Portuguese American Association, 55 Ashumet Rd.

COMMON VICTUALLER LICENSE

Bite on the Go, 424 East Falmouth Hwy., Unit B101

Cape Cod Bagels, 419 Palmer Avenue

Dana's Kitchen, 881 Palmer Avenue

Devour, 352 Main Street

Dilly's Taqueria, 281 Main Street

Dunkin Donuts, 4 Sandwich Road

Dunkin Donuts, 363 East Falmouth Highway

Dunkin Donuts, 1184 Sandwich Road

Dunkin Donuts, 634 Holly Park Road

Dunkin Donuts, 614 Main Street

East Falmouth Subway, 236 Teaticket Highway

Falmouth Hospital, 100 Ter Heun Drive

Holiday Inn Falmouth, 291 Jones Road

Lobos House of Pizza, 338 East Falmouth Highway

Moonakis Café, 460A Waquoit Highway

Peel Pizza, 31 Teaticket Highway

Prime Time House of Pizza, 286 old Main Road

The Buffalo Jump, 277 Hatchville Road

The Stand, 75 County Road

ENTERTAINMENT

Holiday Inn Falmouth, 291 Jones Road

Portuguese American Association, 55 Ashumet Rd.

Shiverick's Café & Bar, 285 Main Street

The Cape Club, 125 Falmouth Woods Road

SUNDAY ENTERTAINMENT

Holiday Inn Falmouth, 291 Jones Road

Portuguese American Association, 55 Ashumet Rd.

Shiverick's Café & Bar, 285 Main Street

The Cape Club, 125 Falmouth Woods Road

USED CAR DEALER LICENSE

Cid's Auto Brokers, 91 Carl Landi Circle

Excel Auto Sales & Repair, 94 East Falmouth Hwy.

Executive Auto, 118 East Falmouth Highway

Falmouth Auto Center, 614 East Falmouth Highway

M&N Auto Mall, Inc., 20A Village Common Drive

Route 28 Auto Center, 550 East Falmouth Highway

VEHICLE FOR HIRE LICENSE

AA Taxi, 90 Boxberry Hill Road

All Seasons Taxi, 45 Simpson Lane

Falmouth Taxi, 424 East Falmouth Highway

White Tie Limousine, 292 Teaticket Highway

CONSENT AGENDA

1. Administrative Orders

- a. Approve Preservation Restriction - West Falmouth Library, 575 West Falmouth Highway



Community Preservation Committee
59 Town Hall Square, Falmouth, MA 02540
508-495-7436

MEMO

To: Select Board

From: Maureen Thomas, Community Preservation Coordinator *M. Thomas*

Re: Preservation Restriction - West Falmouth Library, 575 West Falmouth Highway

Date: December 7, 2022

The April 2017 Annual Town Meeting voted to appropriate \$122,500 to West Falmouth Library, Inc. to fund the partial restoration of the library as well as the development of a preservation restriction (PR) to be placed on the interior and exterior of the library. The PR protects the town's interest in the structure and the Falmouth Historical Commission (FHC) has agreed to hold the PR on behalf of the Town of Falmouth.

The library was restored in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties. The PR was developed by the CPC's Historic Preservation Consultant. The PR was finalized after review and approval by Town Counsel, the Falmouth Historical Commission, the Massachusetts Historical Commission, and the West Falmouth Library. Both West Falmouth Library and the Falmouth Historical Commission have signed the PR and their signatures have been notarized.

The CPC requests that the Select Board sign the PR (p. 11) and have the signatures notarized (pp. 11-13). Following the Select Board's execution of the PR, it will be sent to the Massachusetts Historical Commission for final approval. Once complete, Town Counsel will record the PR at the Barnstable County Registry of Deeds.

Please let me know if you have any questions or need further information to execute the attached West Falmouth Library PR.

Thank you very much for your assistance.

PRESERVATION RESTRICTION AGREEMENT
between the
TOWN OF FALMOUTH, MASSACHUSETTS
and the
WEST FALMOUTH LIBRARY, INC.

THIS PRESERVATION RESTRICTION (this "Restriction"), is made this ____ day of _____, 2022, between the West Falmouth Library, Inc. ("Grantor"), P. O. Box 1209, Falmouth, MA 02574, and the Town of Falmouth acting by and through its Falmouth Historical Commission ("Grantee"), a governmental body in the Commonwealth of Massachusetts.

WITNESSETH:

WHEREAS, Grantor is owner in fee simple of certain real property located at 575 West Falmouth Highway, in the Town of Falmouth, Barnstable County, Massachusetts (hereinafter referred to as the "Property"), by virtue of a deed from Richard Junius Mendenhall and Abby Grant Mendenhall to the West Falmouth Library dated August 5, 1893 and recorded with the Barnstable Registry of Deed on July 26, 1894 in Book 211, Page 269 and also by deed from the Town of Falmouth to West Falmouth Library, Inc. in a deed dated July 25, 2016 and recorded on July 29, 2016 with said Deeds, Book 29827, Page 289, said Property being more particularly described in the Legal Description (Exhibit A), attached hereto and incorporated herein by this reference; and shown on "Plan of Land Prepared for West Falmouth Library in West Falmouth MA," dated September 11, 2014, and recorded July 29, 2016 with Barnstable Registry of Deeds, Plan Book 665, Page 67 (Exhibit B), attached hereto and incorporated herein by this reference, said Property including the following building (hereinafter referred to as the "Building");

The Building is a well-detailed example of the Shingle Style. The form consists of a one-story rectangular block that sits on a raised foundation composed of fieldstone with pink granite corner blocks and basement window lintels. The hip roof has overhanging eaves with exposed rafters. The elevations are clad in wood clapboard, and the roof is clad in asphalt shingles. A tall chimney composed of fieldstone and irregular granite quoins rises from the east roof slope. The asymmetrical front (west) elevation is focused on a double-leaf entry set behind a gable portico supported on paired Tuscan columns. The gable field of the portico is shingled and contains a louvered opening that is framed by shingles that are bowed in at the sides and out at the top, in a manner typical of the Shingle Style. The entry is flanked by paired windows to the north and a single window to the south, all with diamond-pane transoms. Three additional diamond-pane windows are continued at the transom level on the south side of the entry. The north and south elevations both have bay windows with eyebrow dormers centered on the roofs above them. The transoms of the bay windows and the eyebrow dormers all have diamond-pane sash. The east elevation is largely obscured by an addition built in 1972. This one-story, rectangular addition has the same wall height, but has a stepped-down version of a Mansard roof. An addition built in 2017 is connected to the southeast corner of the 1972 addition. The 2017 addition also one-story, rectangular and continues the floor height, but has a hip roof similar to the 1895 building.

The interior of the ca. 1896 portion of the Building consists of two large rooms, both accessed from a small front entry vestibule. A half wall with sliding doors separates the two rooms. The left (north) room is referred to as the Community Room, and the right (south) room is referred to as the Main Reading Room. The entire ceiling in the Community Room and the front (west) two-thirds of the Main Reading Room have deep coves, punctuated by large "eyebrow" dormer windows. The ceilings' central squares are outlined by coffered beams. Cornices in both rooms, added later, screen up-lighting. Four pendant light fixtures hang from each ceiling, and wood vents with a star design are centered on each ceiling. Built-in wood bookshelves and window seats span the walls of both

rooms, with plaster walls above. The vestibule also has built-in window seats and dado wood paneling below plaster walls. The interior doors are all composed of oak with five horizontal raised, molded panels. A fireplace is located in the southeast corner of the Community Room. The fireplace has an oak surround with mantel supported by fluted Ionic columns, and an over-mantel mirror. A 1972 addition was built off the east elevation of the ca. 1896 library. The 1972 addition includes a kitchen and children's reading room. A 2017 addition was built around the southeast corner of the 1972 addition. The 2017 addition includes a reading room, bathrooms, and an elevator. The 2017 addition includes a walk-out basement level with storage rooms.

WHEREAS, the Building is historically significant for its architecture and historical associations, retaining integrity of craftsmanship, setting, materials and design, is significant for its architecture and historical associations in Falmouth, and is located within the West Falmouth Historic District enacted by the Town of Falmouth in 1975, is a contributing resource to the West Falmouth Village Historic District, listed in the National Register of Historic Places in 1998, is included in the State Register of Historic Places, and qualifies for the protections of perpetual preservation restrictions under M.G.L. Chapter 184, sections 31, 32 and 33 (hereinafter "the Act");

WHEREAS, Grantor and Grantee both recognize the architectural, historic and cultural values (hereinafter "Preservation Values") of the Building and Property, and have the common purpose of preserving the aforesaid Preservation Values and significance of the Building and Property;

WHEREAS, the Preservation Values of the Building and Property are documented with the following;

Massachusetts Historical Commission Inventory Building Form prepared in 2022 by Eric Dray (Exhibit C), attached hereto and incorporated herein by this reference,

Six (6) exterior photographs taken by Eric Dray in June 2017 and eleven (11) interior photographs taken by Eric Dray in April, 2018 (Exhibit D), attached hereto and incorporated herein by this reference. Archival prints of these photographs will be stored by the Grantee at Falmouth Town Hall, Historical Commission files.

Exhibits A – Legal Description, B – Assessor Map, C – MHC Inventory Building Form, and D - Photographs are hereinafter referred to as the "Baseline Documentation", which Baseline Documentation the parties agree provides an accurate representation of the Building as of the effective date of this grant;

WHEREAS, the grant of a preservation restriction by Grantor to Grantee on the Property will assist in preserving and maintaining the Building and its architectural, historic, and cultural features for the benefit of the people of the Town of Falmouth, Barnstable County, the Commonwealth of Massachusetts, and the United States of America;

WHEREAS, the Town of Falmouth appropriated Community Preservation Act funds in Article 39 of the Town Meeting convened on April 3, 2017, to rehabilitate the exterior of the Building, including repair and replacement-in-kind of foundation, siding, trim, doors and windows, and to rehabilitate the interior Community Room, Main Reading Room, Circulation Area, and Entry Vestibule (hereinafter "Protected Interior Features"), including repair of plaster walls and wood trim, all work completed in 2017.

WHEREAS, to that end, Grantor desires to grant to Grantee, and Grantee desires to accept a preservation restriction (the "Restriction") in gross in perpetuity over the Property and the exterior and Protected Interior Features of the Building pursuant to the Act.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Grantor does hereby irrevocably grant and convey unto the Grantee this Restriction in gross in perpetuity over the Property.

1. Purpose. It is the purpose of this Restriction to assure that the architectural, historic, and cultural features of the exterior and Protected Interior Features of the Building, as described and documented in the Baseline Documentation and Exhibit E (Restriction Guidelines), will be retained and maintained forever substantially in their historically-appropriate condition for preservation purposes and to prevent any change to the exterior or Protected Interior Features of the Building that will significantly impair or interfere with the Building's Preservation Values (the "Purpose of this Restriction"). Characteristics that contribute to the architectural and historical integrity of the Building including, but are not limited to, the setting and location of the Building; and architectural features, materials, appearance, and workmanship of the exterior and Protected Interior Features of the Building. All Exhibits shall be attached to and recorded with this Restriction.

2.1 Grantor's Covenants: Covenant to Maintain. Grantor agrees at all times and to the best of its ability to maintain the Building, including Protected Interior Features, and the Property in sound structural condition and good state of repair in accordance with the terms of this paragraph (allowing for historically-accurate restoration that may be made from time to time). It is the Grantor's intent that the exterior and Protected Interior Features of the Building be maintained in a physical appearance and composition that is as close to its current appearance and composition as is reasonably possible. Grantor's obligation to maintain shall require replacement, repair, and reconstruction by Grantor whenever necessary to preserve the exterior and Protected Interior Features of the Building in sound structural condition and a good state of repair. Subject to the casualty provisions of Paragraphs 7 and 8, this obligation to maintain shall require repair, restoration, replacement, rebuilding, and reconstruction of the Building whenever necessary in accordance with The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings (36 C.F.R. 67 and 68), as these may be amended from time to time (the "Secretary's Standards"), and in accordance with the Restriction Guidelines in Exhibit E.

2.2 Grantor's Covenants: Prohibited Activities. The following acts or uses are expressly forbidden on, over, or under the Property, except as otherwise conditioned in this paragraph:

- (a) the Building (or any portion thereof) shall not be demolished, removed, moved or razed except as provided in Paragraphs 7 and 8;
- (b) the dumping of ashes, trash, or rubbish is prohibited on the Property; and
- (c) no above-ground utility transmission lines, except those reasonably necessary for the Building, may be created on the Property, subject to any utility easements already recorded;

3.1 Conditional Rights Requiring Approval by Grantee. Without the prior express written approval of the Grantee, which approval may not be unreasonably withheld but which may be subject to such reasonable conditions as Grantee in its discretion may determine, Grantor shall not make any changes to the exterior or Protected Interior Features of the Building, including the alteration, partial removal, construction, remodeling, or other physical or structural change, including signs or advertisements (excepting a plaque giving notice of the historic significance of the Building or Property in accordance with Paragraph 6), any change in material or color or any change to the footprint, size, mass, ridgeline, and rooflines, and removal, replacement or alteration of any character-defining features, such as doors and surrounds and cornice trim, of the exterior or Protected Interior Features. Activities by Grantor to maintain the exterior of the Building or Protected Interior Features which are intended to be performed in accordance with the provisions of Paragraph 2.1, and which are of a minor nature, shall not require the prior approval of the Grantee. For the purposes of this section, interpretation of what constitutes ordinary maintenance of a minor nature is governed by the Restriction Guidelines (Exhibit E).

3.2 Review of Grantor's Requests for Approval. Where Grantee's permission is required under Paragraph 3.1, Grantor shall submit to the Grantee two copies of information (including plans, specifications, and designs where appropriate) identifying the proposed activity with reasonable specificity. In connection therewith, Grantor shall also submit to the Grantee a timetable for the proposed activity sufficient to permit the Grantee to monitor such activity. Within sixty (60) days of the Grantee's receipt of any plan or written request for approval hereunder, the Grantee shall certify in writing that (a) it approves the plan or request, or (b) it disapproves the plan or request as submitted, in which case the Grantee shall provide Grantor with written suggestions for modification or a written explanation for the Grantee's disapproval. Any failure by the Grantee to act within sixty (60) days of receipt of Grantor's submission or resubmission of plans or requests shall be deemed to constitute approval by the Grantee of the plan or request as submitted and to permit Grantor to undertake the proposed activity in accordance with the plan or request submitted so long as the request sets forth the provision of this section relating to deemed approval following the passage of time, provided that nothing herein shall be construed to permit Grantor to undertake any of the activities prohibited hereunder.

3.3 Archaeological Activities. The conduct of archaeological activities, including without limitation survey, excavation, and artifact retrieval, may occur only following the submission of an archaeological field investigation plan prepared by Grantor and approved in writing by the Grantee and the State Archaeologist of the Massachusetts Historical Commission pursuant to M.G.L. c. 9, § 27C and 950 C.M.R. 70.00.

4. Standards for Review. In exercising any authority created by the Restriction to inspect the Building; to review any construction, repair, restoration, alteration, reconstruction or construction; or to review casualty damage or to reconstruct or approve reconstruction of the Building following casualty damage, the Grantee shall apply the Secretary's Standards and the Restriction Guidelines in Exhibit E.

5. Public Access. This Restriction does not require public access.

6. Grantor's Reserved Rights. Subject to the provisions of Paragraphs 2.1, 2.2, and 3.1, the following rights, uses, and activities of or by Grantor on, over, or under the Property are permitted by this Restriction and by the Grantee without further approval by the Grantee:

- (a) the right to engage in all those acts and uses that: (i) are permitted by governmental statute or regulation; (ii) do not substantially impair the Preservation Values of the Building and Property; and (iii) are not inconsistent with the Purpose of this Restriction;
- (b) pursuant to the provisions of Paragraph 2.1, the right to maintain and repair the exterior and Protected Interior Features of the Building strictly according to the Secretary's Standards. As used in this subparagraph, the right to maintain and repair shall mean the use by Grantor of in-kind materials and colors, applied with workmanship comparable to that which was used in the construction or application of those materials being repaired or maintained, for the purpose of retaining in good condition the appearance and construction of the exterior and Protected Interior Features of the Building. The right to maintain and repair as used in this subparagraph shall not include the right to make changes in appearance, materials, colors, and workmanship from that existing prior to the maintenance and repair without the prior approval of the Grantee in accordance with the provisions of Paragraphs 3.1 and 3.2;
- (c) subject to prior review and approval by Grantor, under the terms and conditions of paragraphs 3.1 and 3.2 herein, which approval shall not be unreasonably withheld, the right to new construction on the Property not attached to the Building, and not blocking the view of the Building from public ways, subject to all applicable licenses, permits, and approvals, provided in addition that any new construction shall meet the Secretary's Standards; and

- (d) the right to provide and maintain a plaque on the Property giving notice of the historical significance of the Building, subject to Grantee's reasonable approval.

7. Casualty Damage or Destruction. In the event that the Building shall be materially damaged or destroyed by fire, flood, windstorm, hurricane, earth movement, or other casualty, Grantor shall notify the Grantee in writing within fourteen (14) days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs to or reconstruction of the exterior and Protected Interior Features of any type, other than emergency work to prevent further damage to the structural integrity of the Building or the exterior of the Building, shall be undertaken by Grantor without the Grantee's prior written approval of the work. Within seventy-five (75) days of the date of damage or destruction, if required by the Grantee, Grantor at its expense shall submit to the Grantee a written report prepared by a qualified restoration architect and an engineer who are acceptable to the Grantor and the Grantee, which report shall include the following:

- (a) an assessment of the nature and extent of the damage;
- (b) a determination of the feasibility of the restoration of the Building and/or reconstruction of damaged or destroyed portions of the Building; and
- (c) a report of such restoration/reconstruction work necessary to return the Building to the condition existing at the date hereof.

8. Review After Casualty Damage or Destruction. If, after reviewing the report provided in Paragraph 7 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under Paragraph 9, Grantor and the Grantee agree that the Purpose of the Restriction will be served by such restoration/reconstruction, Grantor and the Grantee shall establish a schedule under which Grantor shall complete the restoration/reconstruction of the Building in accordance with plans and specifications consented to by the parties up to at least the total of the casualty insurance proceeds available to Grantor.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under Paragraph 9, Grantor and the Grantee agree that restoration/reconstruction of the Building is impractical or impossible, or agree that the Purpose of the Restriction would not be served by such restoration/reconstruction, Grantor may, with the prior written consent of the Grantee, alter, demolish, remove or raze the Building, and/or construct new improvements on the Property. In the event that the Building is razed or removed with the approval of the Grantee, Grantor and Grantee may seek to extinguish this Restriction in accordance with the laws of the Commonwealth of Massachusetts and Paragraph 21 hereof.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under Paragraph 9, Grantor and the Grantee are unable to agree that the Purpose of the Restriction will or will not be served by such restoration/reconstruction, the matter may be referred by either party to binding arbitration and settled in accordance with the Commonwealth of Massachusetts arbitration statute then in effect, and all other applicable laws, rules, regulations, and ordinances.

9. Insurance. Grantor shall keep the Building insured by an insurance company rated "A" or better by Best's, or is current-day equivalent, as the case may be, for the full replacement value against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death, and property damage. Property damage insurance shall include change in condition and building ordinance coverage, in form and amount sufficient to replace fully the damaged Building without cost or expense to Grantor or contribution or coinsurance from Grantor. Grantor shall deliver annually and within ten (10) business days of any additional written request by the Grantee, certificates of such insurance coverage. Upon presentation of evidence by the Grantee that the insured value is less than the actual replacement value, then the Grantor shall purchase additional insurance

sufficient to cover the actual replacement value. In the event that such a presentation has been made that the insurance is insufficient, the Grantor shall pay for the Grantee's cost in procuring such evidence. Provided, however, that whenever the Property is encumbered with a mortgage or deed of trust nothing contained in this paragraph shall jeopardize the prior claim, if any, of the mortgagee/lender to the insurance proceeds.

10. Hold Harmless. Grantor hereby agrees to protect, hold harmless, and defend Grantee, its boards, commissions, appointees, agents, directors, employees, or independent contractors from and against any and all claims, liabilities, expenses, costs, damages, losses, and expenditures (including reasonable attorneys' fees and disbursements hereafter incurred) arising out of or in connection with injury to or death of any person as a result of the existence of this Restriction; physical damage to the Building and the Property; the presence or release in, on, or about the Building and the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any law, ordinance, or regulation as a hazardous, toxic, polluting or contaminating substance; or other injury or other damage occurring on or about the Building and the Property; unless such injury, death, or damage is caused by Grantee or its boards, commissions, appointees, agents, directors, employees, or independent contractors.

11. Written Notice. Any notice which either Grantor or Grantee may desire or be required to give to the other party shall be in writing and shall be mailed postage prepaid by overnight courier, registered or certified mail with return receipt requested, or hand delivered as follows:

To Grantor: West Falmouth Library, Inc.
575 West Falmouth Highway
P. O. Box 1209
Falmouth, MA 02574

To Grantee: Town of Falmouth by and through
Falmouth Historical Commission
Falmouth Town Hall
59 Town Hall Square
Falmouth, MA 02540

With copy to:

Select Board
Falmouth Town Hall
59 Town Hall Square
Falmouth, MA 02540

or to such address as any of the above parties shall designate from time to time by written notice to the other. In the event no current address is known or can be reasonably obtained for the party to which notice is intended to be given, then the party giving notice shall publish such notice in a newspaper of general circulation covering on at least a weekly basis the Town of Falmouth, or its modern-day functional equivalent.

12. Evidence of Compliance. Upon request by Grantor, Grantee shall promptly furnish Grantor with certification that, to the best of Grantee's knowledge, Grantor is in compliance with the obligations of Grantor contained herein, or that otherwise evidences the status of this Restriction to the extent of Grantee's knowledge thereof.

13. Inspection. Upon reasonable prior notice to Grantor, there is hereby granted to Grantee and its representatives the right to enter the Property, including the interior, at reasonable times and in a reasonable manner for the purpose of inspecting the same to determine compliance with this Preservation Restriction Agreement. Grantee shall inspect the property a minimum of one time per year.

14. Grantee's Remedies The rights hereby granted shall include the right to enforce this Agreement by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Property to its condition prior to the time of the injury complained of (it being agreed that Grantee shall have no remedy at law), and shall be in addition to and not in limitation of any other rights and remedies available to Grantee; provided, however, prior to commencement of any legal proceedings the Grantee shall first send a written notice of its intention to pursue legal action with a statement of the factual and legal basis of such claim and within thirty (30) days of receipt of such notice by the Grantor both parties shall enter in good faith into mediation with a mutually agreeable neutral third-party trained in resolving disputes. The expense of mediation shall be split evenly between the parties.

Provided that a violation of this Agreement is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred, Grantor covenants and agrees to reimburse Grantee all reasonable costs and expenses (including without limitation reasonable counsel fees) incurred in enforcing this Agreement or in taking reasonable measure to remedy, abate any violation thereof. By its acceptance, Grantee does not undertake any liability or obligation relating to the condition of the Property, including with respect to compliance with hazardous materials or other environmental laws and regulations. This Agreement shall be enforced by Grantee in its sole discretion. Nothing herein shall impose upon the Grantee any affirmative obligation or liability relating to the condition of the Property. Failure by the Grantee to enforce any provision or condition set forth herein, or to exercise any rights hereby conveyed, shall not constitute a release or waiver of any such right or condition.

15. Notice from Government Authorities. Grantor shall deliver to Grantee copies of any notice of violation or lien relating to the Building received by Grantor from any government authority within five (5) days of receipt by Grantor. Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with such notice or lien where compliance is required by law.

16. Notice of Proposed Sale. Grantor shall promptly notify Grantee in writing of any proposed sale of the Property and provide the opportunity for Grantee to explain the terms of the Restriction to potential new owners prior to sale closing.

17. Runs with the Land. Except as provided in Paragraphs 8 and 21, the obligations imposed by this Restriction shall be effective in perpetuity and shall be deemed to run as a binding servitude with the Property. This Restriction shall extend to and be binding upon Grantor and Grantee, their respective successors in interest and all persons hereafter claiming under or through Grantor and Grantee, and the words "Grantor" and "Grantee" when used herein shall include all such persons. Any right, title, or interest herein granted to Grantee also shall be deemed granted to each successor and assign of Grantee and each such following successor and assign thereof, and the word "Grantee" shall include all such successors and assigns.

Anything contained herein to the contrary notwithstanding, an owner of the Property shall have no obligation pursuant to this instrument where such owner shall cease to have any ownership interest in the Property by reason of a *bona fide* transfer. The restrictions, stipulations and covenants contained in this Restriction shall be inserted by Grantor, verbatim or by express reference, in any subsequent deed or other legal instrument by which Grantor divests itself of either the fee simple title to or any lesser estate in the

Property or any part thereof, including by way of example and not limitation, a lease of all or a portion of the Property.

18. Assignment. In the event that Grantee shall cease to function in its present capacity, Grantee may convey, assign, or transfer this Restriction to a unit of federal, state, or local government or to a similar local, state, or national organization that is a charitable corporation or trust that qualifies under the Act to hold preservation restrictions, whose purposes are, inter alia, the preservation of buildings or sites of historical significance, provided that any such conveyance, assignment or transfer requires that the Purpose for which the Restriction was granted will continue to be carried out. Grantor shall give prior written approval of such conveyance, assignment, or transfer by Grantee, such approval not to be unreasonably withheld.

19. Alternate Designee. Grantee may, at its discretion, remove and replace its designee to administer, manage, and enforce this Restriction, provided that any new designee is qualified as such under the Act and other applicable law.

20. Recording and Effective Date. Grantor shall do and perform at its own cost all acts necessary to the prompt recording of this instrument in the Barnstable County Registry of Deeds. Grantor and Grantee intend that the restrictions arising under this Restriction take effect on the day and year this instrument is recorded in the Barnstable County Registry of Deeds.

21. Extinguishment. Grantor and Grantee hereby recognize that an unexpected change in the conditions surrounding the Property may make impossible the continued ownership or use of the Property for the Purpose of this Restriction and necessitate extinguishment of the Restriction. Such a change in conditions may include, but is not limited to, partial or total destruction of the Building resulting from casualty. Such an extinguishment must meet all the requirements of the Act and the Laws of the Commonwealth for extinguishment, including approvals by the Town of Falmouth and the Massachusetts Historical Commission following public hearings to determine that such extinguishment is in the public interest.

In the event of a sale of the Property, any proceeds of sale attributable to improvements in the Building funded by the Grantee's Community Preservation Fund shall be deposited into the Grantee's Community Preservation Fund in accordance with M.G.L. c. 44B ("Chapter 44B"). Should the Grantee's Community Preservation Fund no longer exist for any reason, such as the Grantee having opted out of Chapter 44B, the proceeds shall be used by Grantee in a manner consistent with the preservation purpose set forth herein as a continuing trust.

22. Condemnation. If all or any part of the Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, Grantor and Grantee shall join in appropriate proceedings at the time of such taking to recover the full value of those interests in the Property that are subject to the taking and all incidental and direct damages resulting from the taking. All expenses reasonably incurred by Grantor and Grantee in connection with such taking shall be paid out of the recovered proceeds. Such recovered proceeds shall be paid in the manner as set forth in Paragraph 21.

23. Insertion in Subsequent Instruments

Grantor shall insert a reference to this Agreement, such reference to include Registry book and page number of this Agreement, into any subsequent deed or other legal instrument by which Grantor divests itself of either the fee simple title or any lesser estate in the Property. Concurrently, with its entering into any such deed or other legal instrument, Grantor shall give written notice to Grantee of same. Failure by Grantor to comply with the requirements of this paragraph 23 shall not affect the validity, enforceability or priority of this Agreement or any lien arising hereunder.

24. Interpretation. The following provisions shall govern the effectiveness, interpretation, and duration of the Restriction:

- (a) Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of the Property shall not apply in the construction or interpretation of this Restriction and this instrument shall be interpreted broadly to affect its Purpose and the transfer of rights and the restrictions on use herein contained.
- (b) This instrument may be executed in two counterparts, one of which is to be retained by Grantor and the other, after recording, to be retained by Grantee. In the event of any disparity between the counterparts produced, the recorded counterpart shall in all cases govern. Except as provided in the preceding sentence, each counterpart shall constitute the entire agreement of the parties.
- (c) This instrument is made pursuant to the Act, but the invalidity of such Act or any part thereof shall not affect the validity and enforceability of this Restriction according to its terms, it being the intent of the parties to agree and to bind themselves, their successors and their assigns in perpetuity to each term of this instrument whether this instrument be enforceable by reason of any statute, common law or private agreement either in existence now or at any time subsequent hereto.
- (d) Nothing contained herein shall be interpreted to authorize or permit Grantor to violate any ordinance or regulation relating to building materials, construction methods, or use. In the event of any conflict between any such ordinance or regulation and the terms hereof Grantor promptly shall notify Grantee of such conflict and shall cooperate with Grantee and the applicable governmental entity to accommodate the purposes of both this Restriction and such ordinance or regulation.
- (e) The invalidity or unenforceability of any provision of this Restriction shall not affect the validity or enforceability of any other provision of this Restriction.

25. Amendment. If circumstances arise under which an amendment to or modification of this Restriction would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Restriction, provided that no amendment shall be made that will adversely affect the qualification of this Restriction or the status of Grantee under any applicable law. Any such amendment shall be consistent with the protection of the Preservation Values of the Property and the Purpose of this Restriction; shall not affect its perpetual duration; shall not permit any private inurement to any person or entity; and shall not adversely impact the overall architectural and historic values protected by this Restriction. Any such amendment shall be effective when the requirements of the Act with respect to amendments have been met and the amendment is recorded in the Barnstable County Registry of Deeds. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

26. Subordination of Prior Liens: Grantor represents and warrants to Grantee that the Property is not subject to any mortgages, liens, or leases prior in right to this Restriction other than the following: Mortgage granted by West Falmouth Library to The Cape Cod Five Cents Savings Bank dated April 4, 2017, recorded with the Barnstable County Registry of Deeds in Book 30402, Page 284. The Cape Cod Five Cents Savings Bank has subordinated its mortgage to this Restriction with the Assent attached hereto and recorded herewith as Exhibit F. Grantor agrees not to enter into or permit other mortgages, liens or leases affecting the Property prior in right to this Restriction.

TO HAVE AND TO HOLD, the said Preservation Restriction, unto the said Grantee and its successors and permitted assigns forever.

IN WITNESS WHEREOF, Grantor and Grantee have set their hands under seal on the days and year set forth below.

GRANTOR: West Falmouth Library, Inc.
By and through its President, Board of Directors

Kathleen Bryson
Kathleen Bryson

and

West Falmouth Library, Inc.
By and through its Treasurer, Board of Directors

Mary Harris
Mary Harris

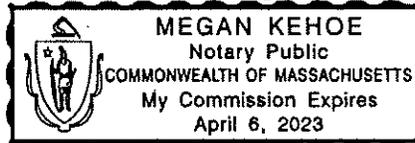
COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this 6th day of Dec, 2022, before me, the undersigned notary public, personally appeared Kathleen Bryson provided to me through satisfactory evidence of identification which was MA Driver's license to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that Kathleen Bryson signed it voluntarily for its stated purpose, as President, Board of Directors, of West Falmouth Library, Inc.

Megan Kehoe
Notary Public
My commission expires: 04/06/2023

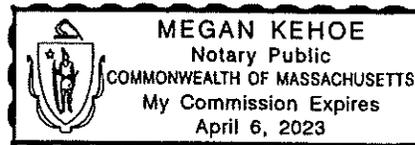
(seal)



Barnstable, ss.

On this 6th day of Dec, 2022, before me, the undersigned notary public, personally appeared Mary Harris provided to me through satisfactory evidence of identification which was MA Driver's license to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that Mary Harris signed it voluntarily for its stated purpose, as Treasurer, Board of Directors, of West Falmouth Library, Inc.

Megan Kehoe
Notary Public
My commission expires: 04/06/2023



CONSENT AGENDA

2. Administrative Orders

- b. Approve Eversource petition to install a new handhole to be labelled 15/H36A and to install approximately 40' (feet) of conduit and cable under town road starting at existing pole 15/36. This work is necessary to provide electric service to 21 Little Island Road.



Town of Falmouth

Department of Public Works - Engineering Division

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

Christopher Bennett, Construction Inspector

christopher.bennett@falmouthma.gov

Date: 12/16/2022

To: Board of Selectman

From: Chris Bennett, Interim Hearing Officer

Subject: Eversource – Petition to install $\pm 40'$ of underground conduit on Little Island Rd.

A petition was submitted by Eversource to install $\pm 40'$ of 1" to 3" underground conduit from an existing pole (#15/36) to a hand hole on private property. (21 Little Island Rd.) To provide service for a customer at 21 Little Island Rd.

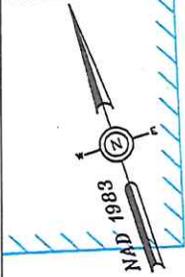
The Engineering recommendation is to approve the request as submitted on Plan No. 9909196, W/O # 99099196, dated September 22, 2022

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

Thank you,

Christopher Bennett
Construction Inspector
DPW Engineering Division

N:\SHARED-mmas-vf02\C\MAGEB



Plan to accompany petition of EVERSOURCE ENERGY
to install NEW 15/H36A HH @ base of Pole and 40' ± of 1-3" SCHED 80 conduit
under public road 2' in private property for customer at #21 Little Island Rd.

14 16 002 000
27 LITTLE ISLAND RD
N/F
DEPP LAWRENCE R
SILVA DEPP JANE M

APPROX. R

APPROX. PT.
OF PICKUP

14 16 007 001
21 LITTLE ISLAND RD
N/F
GINLEY TRUSTEE JAMES P
GINLEY TRUSTEE KATHLEEN M

APPROX. R

APPROX. RIGHT OF WAY

GRASS

EDGE OF PAVEMENT

← APPROX 130 FEET TO
WRIGHT STREET

LITTLE ISLAND ROAD

EDGE OF PAVEMENT

GRASS

15/36 ⊕ PROPOSED
15/H36A

● 15/35

APPROX. RIGHT OF WAY

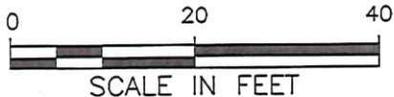
14 18 007 007A
24 LITTLE ISLAND RD
N/F
ANDERSON STEPHEN F
ANDERSON CAROLYN

14 18 009 002
18 LITTLE ISLAND RD
N/F
ROSS TRS NATHANIEL D
ROSS TR SARAH

APPROX. R

LEGEND

- ⊕ Proposed Handhole
- ⊕ Existing Handhole
- Proposed Conduit
- Existing Pole
- Pole with Riser



BY YOUR USE OF THE INFORMATION CONTAINED IN THIS MAP, YOU AGREE THAT NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IS GIVEN WITH RESPECT TO THE INFORMATION. NEITHER NSTAR ELECTRIC COMPANY, NSTAR GAS COMPANY NOR ITS PARENTS, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES OR AGENTS (COLLECTIVELY THE "NSTAR ENTITIES") SHALL BE LIABLE FOR ANY LOSS OR INJURY CAUSED IN WHOLE OR IN PART BY USE OF THIS INFORMATION OR IN RELIANCE UPON IT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, YOU AGREE BY YOUR ACCEPTANCE OF THE INFORMATION TO RELEASE, INDEMNIFY AND HOLD THE NSTAR ENTITIES HARMLESS FROM ANY SUCH LOSS OR INJURY.

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

MASS. LAW

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

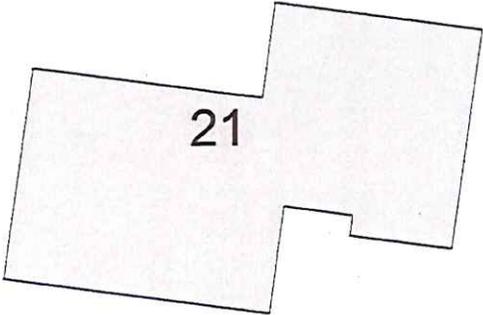
Plan #	9909196
Ward #	-
Work Order #	9909196
Surveyed by:	N/A
Research by:	JC
Plotted by:	JC
Proposed Structures:	JC
Approved:	T THIBAUT
P#	

NSTAR EVERSOURCE
ELECTRIC
d/b/a

1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125

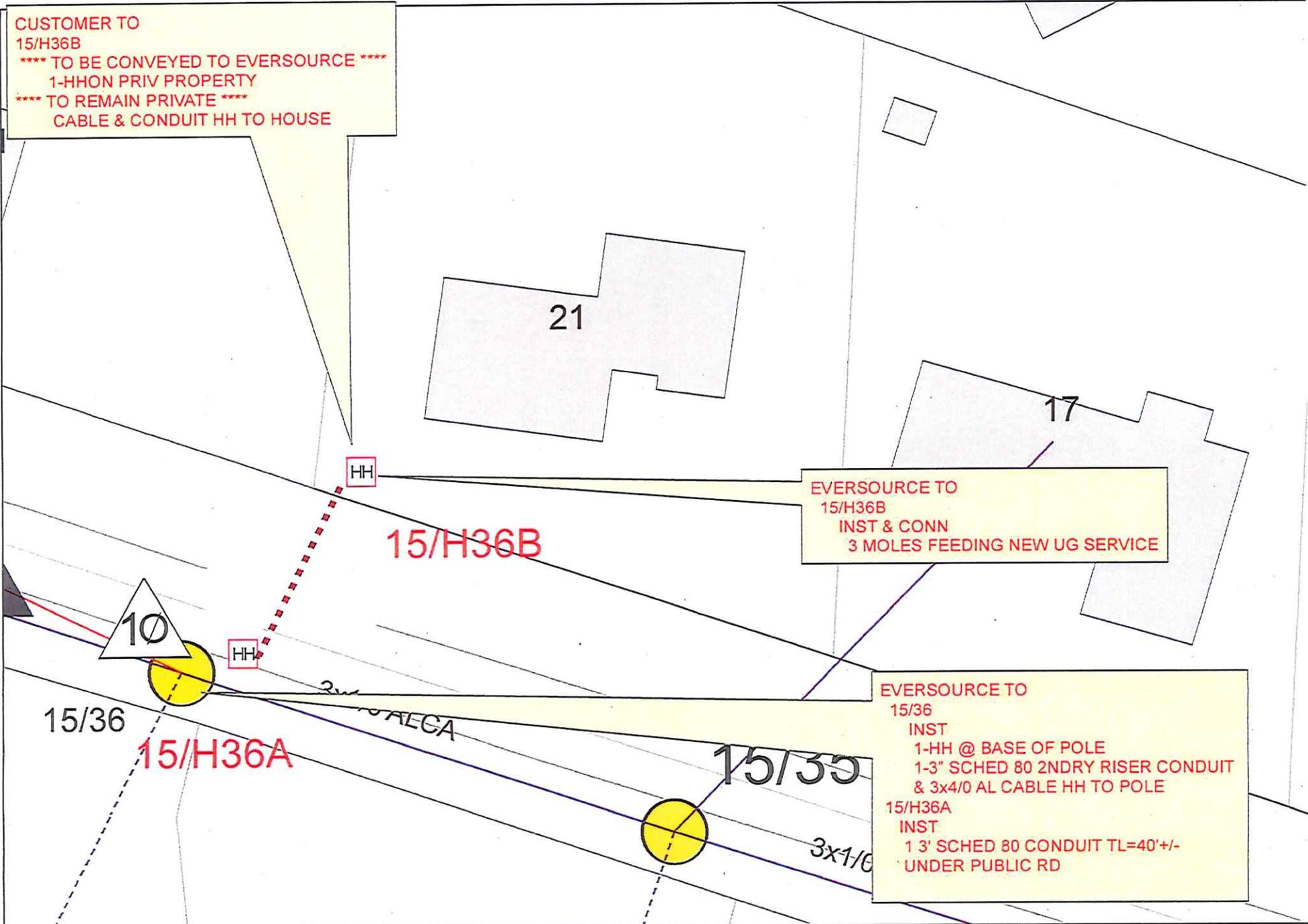
Plan of	LITTLE ISLAND ROAD
Location	FALMOUTH
Showing	PROPOSED CONDUIT AND HH LOCATION
Scale	1"=20'
Date	OCTOBER 19, 2022
SHEET	1 of 1

CUSTOMER TO
15/H36B
**** TO BE CONVEYED TO EVERSOURCE ****
1-HHON PRIV PROPERTY
**** TO REMAIN PRIVATE ****
CABLE & CONDUIT HH TO HOUSE



EVERSOURCE TO
15/H36B
INST & CONN
3 MOLES FEEDING NEW UG SERVICE

EVERSOURCE TO
15/36
INST
1-HH @ BASE OF POLE
1-3" SCHED 80 2NDRY RISER CONDUIT
& 3x4/0 AL CABLE HH TO POLE
15/H36A
INST
1 3' SCHED 80 CONDUIT TL=40'+/-
UNDER PUBLIC RD



October 19, 2022
RE: WO# 9909196

Town of Falmouth
59 Town Hall Square
Falmouth, MA 02540

Dear Nicholas Croft,

Enclosed is a petition to install approximately forty (40) feet of conduit and one (1) handhole in Little Island Road, Falmouth.

This proposed location is required to provide electrical service to customer at #21 Little Island Road. This petition will require a notice to abutters and a hearing.

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

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

Warm Regards,

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

PETITION FOR
UNDERGROUND CABLE AND CONDUIT LOCATIONS
WO#9909196

October 19, 2022

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

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

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

Little Island Road, Falmouth

To install approximately 40' (feet) of conduit and cable under town road starting at existing pole 15/36.

Install one new handhole to be labelled 15/H36A.

Wherefore it prays that after due notice and hearing as provided by law, it be granted a location for and permission to install and maintain underground cables, conduits, and manholes, together with such sustaining and protecting fixtures as it may find necessary, said underground cables, conduits, and manholes to be installed in accordance with the plan files herewith marked Plan No. 9909196 Dated October 19, 2022.

NSTAR ELECTRIC COMPANY
d/b/a EVERSOURCE ENERGY

By Jessica Elder

Right of Way Agent
Jessica S. Elder

FORM OF ORDER FOR
UNDERGROUND CABLE AND CONDUIT LOCATIONS
WO#9909196

SELECT BOARD FOR THE TOWN OF FALMOUTH, MASSACHUSETTS.

Notice having been given and a public hearing held, as provided by law,
IT IS HEREBY ORDERED: that the NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE
ENERGY be and it is hereby granted a location for and permission to install and maintain
underground cables, conduits and manholes, together with such sustaining and protecting
fixtures as said Company may deem necessary, in, under, along and across the public way or
ways hereinafter referred to, as requested in petition of said Company dated the 19th day of
October 2022.

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

Cables, conduits, and manholes shall be installed substantially at the point indicated
upon the plan marked Plan No.9909196 Dated October 19, 2022 filed with said petition. The
following are the public ways or parts of ways under, along and across which the cables
above referred to may be installed under this order.

Little Island Road, Falmouth

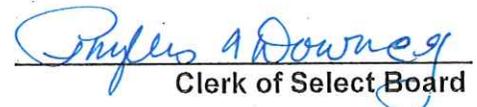
To install approximately 40' (feet) of conduit and
cable under town road starting at existing pole
15/36.

Install one new handhole to be labelled 15/H36A.

One (1) 3" Schedule 80 Conduit
One (1) Handhole

This work is necessary to provide electric service to #21 Little Island Road.

I hereby certify that the foregoing order was adopted at a meeting of the Select Board
of the Town of Falmouth, Massachusetts held on the 19th day of
December 2022.


Clerk of Select Board

_____, Massachusetts _____ 2022.

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

Attest:

Town Clerk

We hereby certify that on December 15 2022, at 3:00 o'clock,
P. M. at Falmouth Town Hall a public hearing was held on the
petition of the

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

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

**Select Board for the Town of
Falmouth, Massachusetts**

CERTIFICATE

I hereby certify that the foregoing is a true copy of a location order and certificate of hearing with notice adopted by the Select Board of the Town of Falmouth, Massachusetts, on the _____ day of _____ 2022, and recorded with the records of location orders of said Town, Book _____, Page _____.

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

Attest:

Town Clerk.



TOWN OF FALMOUTH

Office of the Town Manager & Select Board

59 Town Hall Square, Falmouth, Massachusetts 02540

Telephone: (508) 495-7320
townmanager@falmouthma.gov

PUBLIC HEARING NOTICE

You are hereby notified that a hearing will be held at Falmouth Town Hall in the Small Conference Room at 3:00 p.m. on Thursday, December 15, 2022, upon the petition of NSTAR Electric Company d/b/a Eversource Energy for permission to install a new handhole to be labelled 15/H36A and to install approximately 40' (feet) of conduit and cable under town road starting at existing pole 15/36.

This work is necessary to provide electric service to 21 Little Island Road.

Per Order of the Falmouth Select Board

Publication Date: Friday, December 2, 2022 Falmouth Enterprise

PUBLIC HEARING NOTICE

You are hereby notified that a hearing will be held at Falmouth Town Hall in the Small Conference Room at 3:00 p.m. on Thursday, December 15, 2022, upon the petition of NSTAR Electric Company d/b/a Eversource Energy for permission to install a new handhole to be labelled 15/H36A and to install approximately 40' (feet) of conduit and cable under town road starting at existing pole 15/36.

This work is necessary to provide electric service to 21 Little Island Road.

Per Order of the Falmouth Select Board

December 2, 2022

24 LITTLE ISLAND RD 14 18 007 007A

ANDERSON STEPHEN F LUC: 101
ANDERSON CAROLYN
16 HICKORY LN
DARIEN. CT. 06820

20 QUAKER RD 14 16 006 004

BOWMAN JR TRUSTEE FRED N LUC: 101
BOWMAN FAMILY TRUST
PO BOX 31
WEST FALMOUTH. MA 02574-0031

27 LITTLE ISLAND RD 14 16 002 000

DEPP LAWRENCE R LUC: 101
SILVA DEPP JANE M
27 LITTLE ISLAND RD
FALMOUTH. MA 02540

21 LITTLE ISLAND RD 14 16 007 001

GINLEY TRUSTEE JAMES P LUC: 101
GINLEY TRUSTEE KATHLEEN M
27 UNION ST
FRANKLIN. MA 02038

17 LITTLE ISLAND RD 14 16 008 002

GRIFFENBERG ANNE C LUC: 101
17 LITTLE ISLAND RD
FALMOUTH. MA 02540

24 QUAKER RD 14 16 005 005

PIGGOTT DONNA C LUC: 101
62 ATLANTIC AVE
BOOTHBAY HARBOR. ME 04538-2129

30 LITTLE ISLAND RD 14 18 007 006

RE JOHN P LUC: 101
RE HEATHER C
PO BOX 787
W FALMOUTH. MA 02574-0787

18 LITTLE ISLAND RD 14 18 009 002

ROSS TRS NATHANIEL D LUC: 101
ROSS TR SARAH
PO BOX 97
WEST FALMOUTH. MA 02574-0097

12 LITTLE ISLAND RD 14 18 008 001

ROSS TRUSTEE WILLIAM L LUC: 101
ROSS TRUSTEE NATHANIEL D
PO BOX 225
W FALMOUTH. MA 02574-0225

CONSENT AGENDA

2. Administrative Orders

- c. Approve Eversource easements for Surf Dr. and Mill Rd.

**TOWN OF FALMOUTH
OFFICE OF TOWN COUNSEL
MEMORANDUM**

TO: PETER JOHNSON-STaub
FROM: MAURA O'KEEFE, TOWN COUNSEL
SUBJECT: EVERSOURCE EASEMENTS
DATE: DECEMBER 14, 2022
CC:

Peter,

Attached please find two easements related to the Eversource work on the connections to Martha's Vineyard, one for Mill Street and the other for Surf Drive. Town Meeting voted to authorize the Select Board to grant these easements in April, 2022.

Once executed by the Select Board, please return to me for recording.

Thanks,
Maura

GRANT OF EASEMENT

The **TOWN OF FALMOUTH**, a Massachusetts municipal corporation, acting by and through its Select Board having a principal place of business at 59 Town Hall Square, Falmouth, Barnstable County, Massachusetts 02540 (hereinafter, called the ("GRANTOR") for good and valuable consideration as agreed upon by the parties (and memorialized in an unrecorded Memorandum of Understanding in the possession of GRANTOR and GRANTEE), the sufficiency of which is hereby acknowledged, grants to **NSTAR ELECTRIC COMPANY, d/b/a EVERSOURCE ENERGY**, a Massachusetts corporation and electric company, having its principal place of business at 247 Station Drive, Westwood Massachusetts 02090 (hereinafter, called the "GRANTEE"), its successors and assigns, with quitclaim covenants, the following:

(A) A perpetual, non-exclusive, commercial easement in gross over, across, upon and under that portion of the Grantor's real property (said property is more particularly described below) that is depicted as the "Easement Area" on a plan entitled "SUPPLY LINE FROM STA 933 TO MARTHA'S VINEYARD, SURF DRIVE IN FALMOUTH MASSACHUSETTS (BARNSTABLE COUNTY) SURF DRIVE EASEMENT PLAN dated May 9, 2022", prepared by BSC GROUP, 803 Summer street, Boston MA 02127 , a copy of which is attached hereto as **EXHIBIT A** (" Easement Plan"). Said easement shall be (1) to erect, install, construct, reconstruct, add to, repair, replace, maintain, use, operate, inspect and patrol one or more underground lines for the transmission of high and low voltage electric current, including ground wires for communication and fiber optic cables for telecommunications which line or lines or cables may consist of (a) conduits, pipes or ducts and manholes and handholes, with wires, cable and ground wires installed within the same or of wires, cables and ground wires buried in the ground, or of combinations of all or any of the same;(b) all necessary foundations, transformers, supporting structures, hardware, fittings, markers, concrete pads, equipment and appurtenances; and (c) such culverts and ways of access as may be reasonably necessary for the convenient construction, operation, maintenance, inspection and patrolling of said lines or cable (collectively, "the Facilities"); (2) to construct the Facilities, or maintain or repair any of them, at any time hereinafter and at the same or different times and to renew, add to, replace, remove and otherwise change the Facilities and each and every part thereof within the Easement Area; (3) To clear and keep clear, by physical or other means, the Easement Area or any part thereof from trees, underbrush, buildings or other structures; and (4) To enter upon and to pass along said Easement Area and across adjoining lands of the Grantor at any time, on foot and by vehicle, for all of the above purposes (utilizing for such purposes any service roads or parking areas on such adjoining land of the Grantor from time to time, to the greatest extent possible) and to grade the Easement Area as reasonably required.").

(B) Temporary, exclusive, construction laydown commercial easements in gross to permit Grantee and Grantee's employees, agents, and contractors to enter upon the Laydown and Construction Easement Area (as defined below) with personnel, machinery, vehicles, equipment, and materials, and to undertake all activities over, across, upon, and under the Laydown and Construction Easement Area as required in connection with the initial construction, erection and installation of the Facilities within the Easement Area, and to have access and egress through those other portions of the Grantor's property as are reasonably necessary for the Grantees to have access to and egress from the Laydown and Construction Easement Area for the aforementioned purposes (collectively, the "Laydown and Construction Easement Area"). The Laydown and Construction Easement Area is depicted on the Easement Plan. The Laydown and Construction Easement shall terminate at the completion of construction as confirmed in writing by the Grantee at which time Grantee shall remove all equipment and materials and restore the Laydown and Construction Easement Area to the same or better condition

that existed prior to Grantee's use of the Laydown and Construction Easement Area.

Said Easement Area and Laydown and Construction Easement Area are to be on portions of the land owned by Grantor with an address of 56 Surf Drive, Falmouth Massachusetts and more particularly described on the Town of Falmouth's property records and assessor's maps as parcel 47 07 000B 000 (hereinafter the "Premises").

Grantor, by its granting of said easements and rights, and Grantee, by its acceptance of same, hereby acknowledge, covenant and agree for themselves and their respective successors and assigns as follows:

All Facilities shall be installed approximately in the locations shown on the Easement Plan. Grantee agrees, after installation of the Facilities, to, at its sole cost and expense, prepare and submit to Grantor a Revised Easement Plan in recordable form that fixes the as-built locations of the Facilities within the Easement Area and, if required by the final, as-built location of the Facilities, adjusts the Easement Area accordingly. Concurrently with the recording of such plan the parties shall execute and record an amendment to this easement that incorporates the Revised Easement Plan; provided that Grantee shall have the right of access over the remainder of the Premises for all purposes contemplated by this Easement. To the extent possible, all Facilities installed in the Easement Area on the Premises by Grantee shall be installed below the surface of the ground or shall be level with the surface, excepting the installation of future transformers which will be above ground and for which the location within the Easement Area will be by mutual agreement of Grantee and Grantor, as the Premises shall be improved from time to time by the Grantor for Grantor's use for access ways, walkways, parking and the like.

By the acceptance of delivery and recording of this Grant of Easement, the Grantee agrees to indemnify, and to protect and hold the Grantor harmless, from and against all liabilities, losses, claims, demands, costs, expense and judgments of any nature arising, or alleged to arise, including but not limited to reasonable attorney fees, from or in connection with the following (except to the extent, if any, arising from the gross negligence or willful misconduct of the Grantor): (a) any injury to or the death of any person or loss or damage to property arising from or connected with Grantee's use of the Easement Area or Laydown and Construction Easement Area pursuant to the terms of this Grant of Easement, or (b) performance of any labor or service or the furnishing of any materials or property in respect of the Easement Area or the Laydown and Construction Easement Area or any part thereof by or at the request of the Grantee. The Grantee will resist and defend any action, suit, or proceeding brought against the Grantor by reason of any such occurrence by counsel designated by the Grantee and reasonably approved by the Grantor.

The Grantor, for the Grantor and the Grantor's successors in title to the Premises, covenants and agrees with the Grantee, its successors and assigns, that neither the Grantor nor any of said successors in title will (i) use or alter the Easement Area or, during the term of use of the Laydown and Construction Easement, the Laydown and Construction Easement Area, or change the present grade or ground level or the surface thereof by excavation, filling or otherwise in any manner that may endanger or interfere with the operation or maintenance of the Facilities or disturb any of the Facilities; or (ii) do any other act which may be inconsistent with or unreasonably interfere with the rights and easements granted.

The Grantor shall not convey any new or additional easements to any third parties within or across the Premises which may (i) interfere with the exercise of any of the rights and/or easements granted herein without the Grantee's prior review and consent, which will not be unreasonably withheld, and/or (ii)

create a hazard, in each case as determined by the Grantee in its reasonable discretion;

It is understood and agreed that the Facilities, whether or not attached to the realty shall remain the property of the Grantee and that Grantee shall pay all taxes assessed thereon. It is further understood and agreed that the Grantee shall be liable for its own actions and activities taken in exercise of the easement rights granted herein.

No cessation of use or operation of all or any portion of said easements or rights or of the Easement Area by Grantee shall be deemed an abandonment thereof resulting in the termination of any aspect of the easements and/or rights in the Easement Area, unless the holder of same at the time of such cessation of use or operation releases, in a written instrument in recordable form, its rights in such easements or in the Easement Area.

{SIGNATURES BEGIN ON THE NEXT PAGE}

IN WITNESS WHEREOF, the Town of Falmouth has caused its instrument to be signed, acknowledged and delivered in its name and behalf by the Select Board, its acting body, hereby duly authorized this _____ day of December, 2022.

Town of Falmouth
Select Board

Nancy R. Taylor
Chair, Select Board

Onjalé Scott Price, Vice Chair

Samuel H. Patterson

Douglas C. Brown

Edwin (Scott) P. Zylinski II

**FOR AUTHORITY, SEE ARTICLE 22
APPROVED VOTE ON APRIL 4, 2022
OF THE APRIL 4, 2022 TOWN OF
FALMOUTH SPRING TOWN MEETING.
A COPY OF WHICH ARTICLE IS ATTACHED
HERETO AS EXHIBIT B.**

COMMONWEALTH OF MASSACHUSETTS

On this ____ day of December, 2022, before me, the undersigned notary public, personally appeared Nancy R. Taylor, and proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the proceeding document, and acknowledged to me that she signed it voluntarily for its stated purpose, as Chair of the Board of Selectmen of the Town of Falmouth.

Notary Public
My Commission Expires _____

COMMONWEALTH OF MASSACHUSETTS

On this ____ day of December, 2022, before me, the undersigned notary public, personally appeared Onjalé Scott Price, and proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the proceeding document, and acknowledged to me that she signed it voluntarily for its stated purpose, as Vice Chair of the Board of Selectmen of the Town of Falmouth.

Notary Public
My Commission Expires _____

COMMONWEALTH OF MASSACHUSETTS

On this ____ day of December , 2022, before me, the undersigned notary public, personally appeared Samuel H. Patterson, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the proceeding document, and acknowledged to me that he signed it voluntarily for its stated purpose, as a member of the Board of Selectmen of the Town of Falmouth.

Notary Public
My Commission Expires _____

COMMONWEALTH OF MASSACHUSETTS

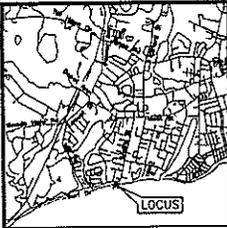
On this ____ day of December, 2022, before me, the undersigned notary public, personally appeared Douglas C. Brown, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the proceeding document, and acknowledged to me that he signed it voluntarily for its stated purpose, as a member of the Board of Selectmen of the Town of Falmouth.

Notary Public
My Commission Expires _____

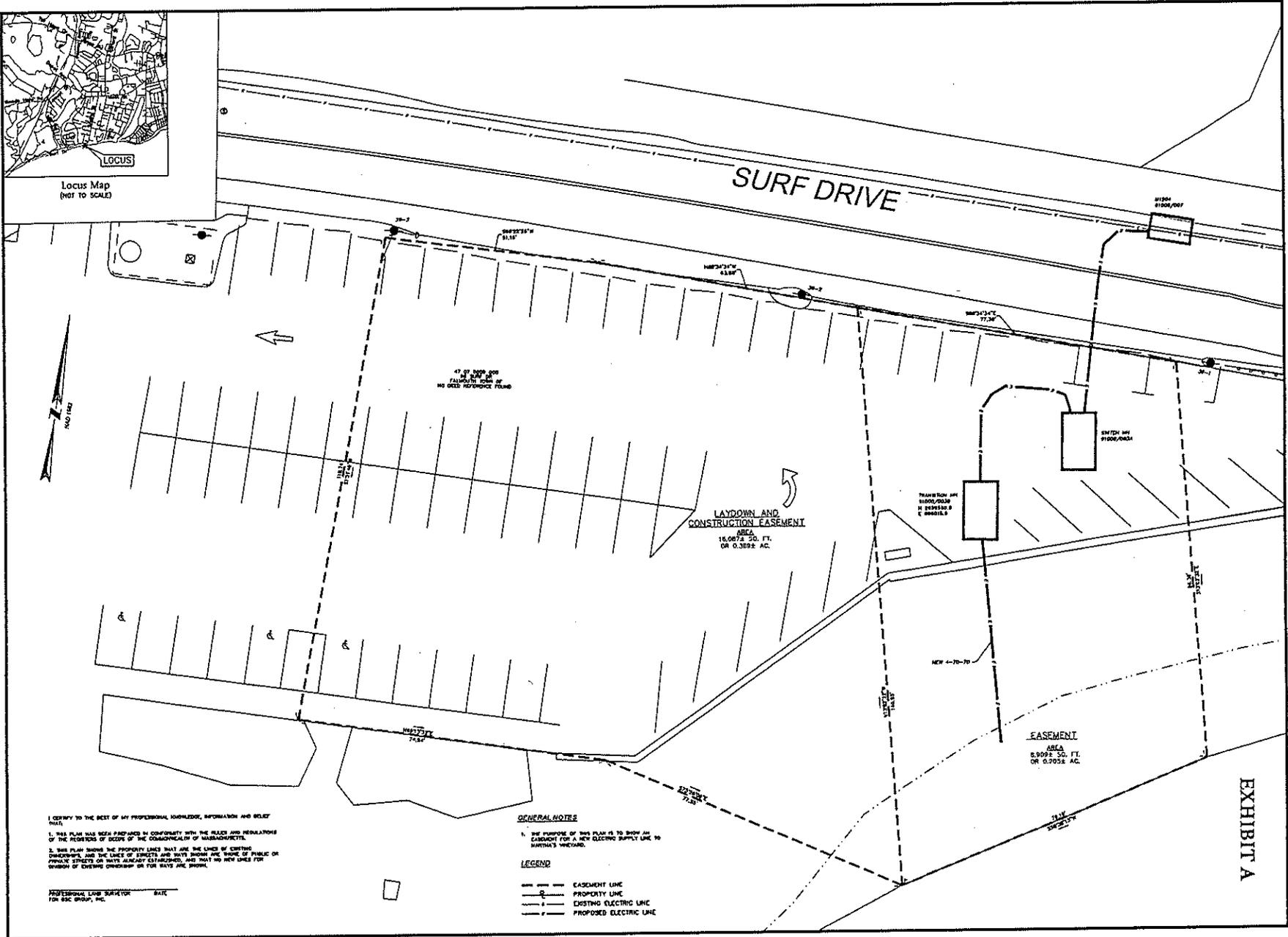
COMMONWEALTH OF MASSACHUSETTS

On this ____ day of December, 2022, before me, the undersigned notary public, personally appeared Edwin (Scott) P. Zylinski II, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the proceeding document, and acknowledged to me that he signed it voluntarily for its stated purpose, as a member of the Board of Selectmen of the Town of Falmouth.

Notary Public
My Commission Expires _____



Locus Map
(NOT TO SCALE)



I CERTIFY TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF THAT:

- THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE BOARD OF REGISTRY OF THE COMMONWEALTH OF MASSACHUSETTS.
- THIS PLAN SHOWS THE PROPERTY LINES THAT ARE THE BASIS OF CERTAIN DIMENSIONS, AND THE LINES OF STREETS AND OTHER RIGHTS AND THINGS, OF PUBLIC OR PRIVATE STREETS OR RIGHTS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR RIGHTS ARE SHOWN.

PROFESSIONAL LINE SURVEYOR DATE
FOR BSC GROUP, INC.

GENERAL NOTES

- THE PURPOSE OF THIS PLAN IS TO SHOW AN EASEMENT FOR A NEW ELECTRIC SUPPLY LINE TO MARTHA'S VINEYARD.

LEGEND

- EASEMENT LINE
- - - - - PROPERTY LINE
- - - - - EXISTING ELECTRIC LINE
- PROPOSED ELECTRIC LINE

FOR REGISTRY USE ONLY

SUPPLY LINE FROM STA 933 TO MARTHA'S VINEYARD

SURF DRIVE
IN
FALMOUTH

MASSACHUSETTS
(BARNSTABLE COUNTY)

SURF DRIVE
EASEMENT PLAN
MAY 9, 2022

PREPARED FOR
EVERSOURCE ENERGY
247 STATION DRIVE
WESTWOOD, MA 02090

BSC GROUP

803 Summer Street
Boston, Massachusetts
02127
617 896 4300

SCALE: 1" = 10'
0 10 20 30 40 50 60 70 80 90 100
FEET

PROJ. MGR: SEWALD	
FIELD: F. HENDER	
CALC./DESIGN: S. COMODI	
DRAWING: S. COMODI	
CHECK: SEWALD	
FILE: P:\13603000\PLD\1360300EAS.dwg	
DWG: 1360300EC	SHEET
JOB. NO. 1-3603.00	2 OF 3

EXHIBIT A

**ARTICLE 22
AND THE VOTE THEREON AT
THE ANNUAL TOWN MEETING
CONVENED IN FALMOUTH, MASSACHUSETTS
APRIL 4, 2022**

ARTICLE 22: To see if the Town will vote to authorize the Select Board to grant certain easements to NStar Electric Company dba Eversource Energy in connection with its proposed additional underground power supply cables to Martha's Vineyard on, in, over, under and across the following town property:

The Town owned portion of the Shining Sea Bikeway from Simpson's Lane to Locust Street, including the Locust Street parking lot;

The Mill Road parking lot, a portion of Surf Drive and a portion of Surf Drive beach;

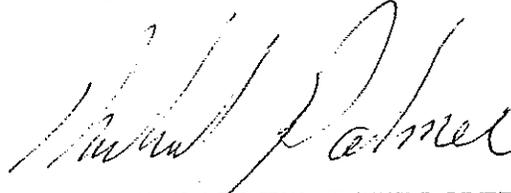
The Shore Street/Surf Drive parking lot, a portion of Surf Drive and a portion of the Shore Street/Surf Drive beach; and

further to authorize the Select Board to assent to the grant of a similar easement by Mass DOT in the state owned portion of the Shining Sea Bikeway from Ter Heun Drive to Simpson's Lane; said easements to be for the purpose of the installation and maintenance of underground power supply cables for reliability for Martha's Vineyard and Falmouth upon such terms and conditions as the Select Board deems reasonable and proper.

Or do or take any other action on the matter. On request of the Select Board.

VOTED: By a unanimous vote, a quorum being present on Monday, April 4, 2022 the Town voted Article 22 as printed.

A TRUE COPY ATTEST



**MICHAEL PALMER, TOWN CLERK
FALMOUTH, MASSACHUSETTS**

GRANT OF EASEMENT

The **TOWN OF FALMOUTH**, a Massachusetts municipal corporation, acting by and through its Select Board having a principal place of business at 59 Town Hall Square, Falmouth, Barnstable County, Massachusetts 02540 (hereinafter, called the ("GRANTOR") for good and valuable consideration as agreed upon by the parties (and memorialized in an unrecorded Memorandum of Understanding in the possession of GRANTOR and GRANTEE), the sufficiency of which is hereby acknowledged, grants to **NSTAR ELECTRIC COMPANY, d/b/a EVERSOURCE ENERGY**, a Massachusetts corporation and electric company, having its principal place of business at 247 Station Drive, Westwood Massachusetts 02090 (hereinafter, called the "GRANTEE"), its successors and assigns, with quitclaim covenants, the following:

(A) A perpetual, non-exclusive, commercial easement in gross over, across, upon and under that portion of the Grantor's real property (said property is more particularly described below) that is depicted as the "Easement Area" on a plan entitled "SUPPLY LINE FROM STA 933 TO MARTHA'S VINEYARD, MILL ROAD IN FALMOUTH MASSACHUSETTS (BARNSTABLE COUNTY) MILL ROAD EASEMENT PLAN dated May 9, 2022", prepared by BSC GROUP, 803 Summer street, Boston MA 02127 , a copy of which is attached hereto as **EXHIBIT A** (" Easement Plan"). Said easement shall be (1) to erect, install, construct, reconstruct, add to, repair, replace, maintain, use, operate, inspect and patrol one or more underground lines for the transmission of high and low voltage electric current, including ground wires for communication and fiber optic cables for telecommunications which line or lines or cables may consist of (a) conduits, pipes or ducts and manholes and handholes, with wires, cable and ground wires installed within the same or of wires, cables and ground wires buried in the ground, or of combinations of all or any of the same;(b) all necessary foundations, transformers, supporting structures, hardware, fittings, markers, concrete pads, equipment and appurtenances; and (c) such culverts and ways of access as may be reasonably necessary for the convenient construction, operation, maintenance, inspection and patrolling of said lines or cable (collectively, "the Facilities"); (2) to construct the Facilities, or maintain or repair any of them, at any time hereinafter and at the same or different times and to renew, add to, replace, remove and otherwise change the Facilities and each and every part thereof within the Easement Area; (3) To clear and keep clear, by physical or other means, the Easement Area or any part thereof from trees, underbrush, buildings or other structures; and (4) To enter upon and to pass along said Easement Area and across adjoining lands of the Grantor at any time, on foot and by vehicle, for all of the above purposes (utilizing for such purposes any service roads or parking areas on such adjoining land of the Grantor from time to time, to the greatest extent possible) and to grade the Easement Area as reasonably required.").

(B) Temporary, exclusive, construction laydown commercial easements in gross to permit Grantee and Grantee's employees, agents, and contractors to enter upon the Laydown and Construction Easement Area (as defined below) with personnel, machinery, vehicles, equipment, and materials, and to undertake all activities over, across, upon, and under the Laydown and Construction Easement Area as required in connection with the initial construction, erection and installation of the Facilities within the Easement Area, and to have access and egress through those other portions of the Grantor's property as are reasonably necessary for the Grantees to have access to and egress from the Laydown and Construction Easement Area for the aforementioned purposes (collectively, the "Laydown and Construction Easement Area"). The Laydown and Construction Easement Area is depicted on the Easement Plan. The Laydown and Construction Easement shall terminate at the completion of construction as confirmed in writing by the Grantee at which time Grantee shall remove all equipment and materials and restore the Laydown and Construction Easement Area to the same or better condition

that existed prior to Grantee's use of the Laydown and Construction Easement Area.

Said Easement Area and Laydown and Construction Easement Area are to be on portions of the land owned by Grantor pursuant to an order of taking filed with the Barnstable County Registry District of the Land Court in Book 72 Page 120 and noted on Land Court Certificate of Title No. 204025 and filed on a plan in said registry as Land Court Plan 12326D (hereinafter the "Premises").

Grantor, by its granting of said easements and rights, and Grantee, by its acceptance of same, hereby acknowledge, covenant and agree for themselves and their respective successors and assigns as follows:

All Facilities shall be installed approximately in the locations shown on the Easement Plan. Grantee agrees, after installation of the Facilities, to, at its sole cost and expense, prepare and submit to Grantor a Revised Easement Plan in recordable form that fixes the as-built locations of the Facilities within the Easement Area and, if required by the final, as-built location of the Facilities, adjusts the Easement Area accordingly. Concurrently with the recording of such plan the parties shall execute and record an amendment to this easement that incorporates the Revised Easement Plan; provided that Grantee shall have the right of access over the remainder of the Premises for all purposes contemplated by this Easement. To the extent possible, all Facilities installed in the Easement Area on the Premises by Grantee shall be installed below the surface of the ground or shall be level with the surface, excepting the installation of future transformers which will be above ground and for which the location within the Easement Area will be by mutual agreement of Grantee and Grantor, as the Premises shall be improved from time to time by the Grantor for Grantor's use for access ways, walkways, parking and the like.

By the acceptance of delivery and recording of this Grant of Easement, the Grantee agrees to indemnify, and to protect and hold the Grantor harmless, from and against all liabilities, losses, claims, demands, costs, expense and judgments of any nature arising, or alleged to arise, including but not limited to reasonable attorney fees, from or in connection with the following (except to the extent, if any, arising from the gross negligence or willful misconduct of the Grantor): (a) any injury to or the death of any person or loss or damage to property arising from or connected with Grantee's use of the Easement Area or Laydown and Construction Easement Area pursuant to the terms of this Grant of Easement, or (b) performance of any labor or service or the furnishing of any materials or property in respect of the Easement Area or the Laydown and Construction Easement Area or any part thereof by or at the request of the Grantee. The Grantee will resist and defend any action, suit, or proceeding brought against the Grantor by reason of any such occurrence by counsel designated by the Grantee and reasonably approved by the Grantor.

The Grantor, for the Grantor and the Grantor's successors in title to the Premises, covenants and agrees with the Grantee, its successors and assigns, that neither the Grantor nor any of said successors in title will (i) use or alter the Easement Area or, during the term of use of the Laydown and Construction Easement, the Laydown and Construction Easement Area, or change the present grade or ground level or the surface thereof by excavation, filling or otherwise in any manner that may endanger or interfere with the operation or maintenance of the Facilities or disturb any of the Facilities; or (ii) do any other act which may be inconsistent with or unreasonably interfere with the rights and easements granted.

The Grantor shall not convey any new or additional easements to any third parties within or across the Premises which may (i) interfere with the exercise of any of the rights and/or easements granted herein without the Grantee's prior review and consent, which will not be unreasonably withheld, and/or (ii)

create a hazard, in each case as determined by the Grantee in its reasonable discretion;

It is understood and agreed that the Facilities, whether or not attached to the realty shall remain the property of the Grantee and that Grantee shall pay all taxes assessed thereon. It is further understood and agreed that the Grantee shall be liable for its own actions and activities taken in exercise of the easement rights granted herein.

No cessation of use or operation of all or any portion of said easements or rights or of the Easement Area by Grantee shall be deemed an abandonment thereof resulting in the termination of any aspect of the easements and/or rights in the Easement Area, unless the holder of same at the time of such cessation of use or operation releases, in a written instrument in recordable form, its rights in such easements or in the Easement Area.

{SIGNATURES BEGIN ON THE NEXT PAGE}

IN WITNESS WHEREOF, the Town of Falmouth has caused its instrument to be signed, acknowledged and delivered in its name and behalf by the Select Board, its acting body, hereby duly authorized this _____ day of December, 2022.

Town of Falmouth
Select Board

Nancy R. Taylor
Chair, Select Board

Onjalé Scott Price, Vice Chair

Samuel H. Patterson

Douglas C. Brown

Edwin (Scott) P. Zylinski II

**FOR AUTHORITY, SEE ARTICLE 22
APPROVED VOTE ON APRIL 4, 2022
OF THE APRIL 4, 2022 TOWN OF
FALMOUTH SPRING TOWN MEETING.
A COPY OF WHICH ARTICLE IS ATTACHED
HERETO AS EXHIBIT B.**

COMMONWEALTH OF MASSACHUSETTS

On this ____ day of December, 2022, before me, the undersigned notary public, personally appeared Nancy r. Taylor, and proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the proceeding document, and acknowledged to me that she signed it voluntarily for its stated purpose, as chair of the Board of Selectmen of the Town of Falmouth.

Notary Public
My Commission Expires _____

COMMONWEALTH OF MASSACHUSETTS

On this ____ day of December, 2022, before me, the undersigned notary public, personally appeared Onjalé Scott Price, and proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the proceeding document, and acknowledged to me that she signed it voluntarily for its stated purpose, as vice chair of the Board of Selectmen of the Town of Falmouth.

Notary Public
My Commission Expires _____

COMMONWEALTH OF MASSACHUSETTS

On this ____ day of December , 2022, before me, the undersigned notary public, personally appeared Samuel H. Patterson, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the proceeding document, and acknowledged to me that he signed it voluntarily for its stated purpose, as a member of the Board of Selectmen of the Town of Falmouth.

Notary Public
My Commission Expires _____

COMMONWEALTH OF MASSACHUSETTS

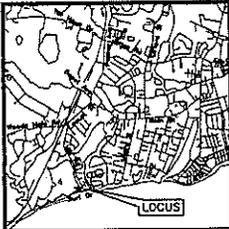
On this ____ day of December, 2022, before me, the undersigned notary public, personally appeared Douglas C. Brown, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the proceeding document, and acknowledged to me that he signed it voluntarily for its stated purpose, as a member of the Board of Selectmen of the Town of Falmouth.

Notary Public
My Commission Expires _____

COMMONWEALTH OF MASSACHUSETTS

On this ____ day of December, 2022, before me, the undersigned notary public, personally appeared Edwin (Scott) P. Zylinski II, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the proceeding document, and acknowledged to me that he signed it voluntarily for its stated purpose, as a member of the Board of Selectmen of the Town of Falmouth.

Notary Public
My Commission Expires _____



Locus Map
(NOT TO SCALE)

EASEMENTS TO BE ACQUIRED

OWNER	ADDRESS RANGE	DATE ACQUIRED	TYPE OF ACQUISITION	AREA (SQ. FT.)
TOWN OF FALMOUTH	47-00-017-000A	LC CERTIFICATE 1982B	PERMANENT EASEMENT	10,874 S.F.
TOWN OF FALMOUTH	47-00-017-000B	LC CERTIFICATE 1982B	PERMANENT EASEMENT	10,874 S.F.
TOWN OF FALMOUTH	47-01-000-000	NOT FOUND	PERMANENT EASEMENT	10,874 S.F.
TOWN OF FALMOUTH	47-01-000-000	NOT FOUND	PERMANENT EASEMENT	10,874 S.F.
COMMONWEALTH OF MASSACHUSETTS	30-00-013-000	BC 3499 PG 23	PERMANENT EASEMENT	94,074 S.F.
TOWN OF FALMOUTH	30-00-013-000	BC 3783 PG 11A	PERMANENT EASEMENT	9,179 S.F.
TOWN OF FALMOUTH	30-00-013-000	BC 3716 PG 21A	PERMANENT EASEMENT	7,612 S.F.
TOWN OF FALMOUTH	47-00-040-000	BC 1564 PG 11A	PERMANENT EASEMENT	11,899 S.F.
TRICE HOLDINGS COMPANY, INC	47-00-040-000	BC 3599 PG 1A	PERMANENT EASEMENT	12,784 S.F.
TOWN OF FALMOUTH	47-00-040-000	BC 1449 PG 1A	PERMANENT EASEMENT	3784 S.F.

GENERAL NOTES

1. THE PURPOSE OF THIS PLAN IS TO SHOW AN EASEMENT FOR A NEW ELECTRIC SUPPLY LINE TO MARTHA'S VINEYARD.

LEGEND

- EASEMENT LINE
- - - PROPERTY LINE
- - - EXISTING ELECTRIC LINE
- - - PROPOSED ELECTRIC LINE

- I. CONFORM TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF.
2. THIS PLAN HAS BEEN PREPARED IN CONFORMANCE WITH THE RULES AND REGULATIONS OF THE BOARD OF REGISTRY OF THE COMMONWEALTH OF MASSACHUSETTS.
3. THIS PLAN SHOWS THE PROPERTY LINES THAT ARE THE LINES OF EXISTING RECORDS AND THE LINES OF STREETS AND WAYS KNOWN AND THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED, AND MAY NOT SHOW LINES FOR WHICH EXISTING OWNERSHIP OR FOR WAYS ARE SHOWN.

PROFESSIONAL LAND SURVEYOR P.L.S.
FOR BSC GROUP, P.C.

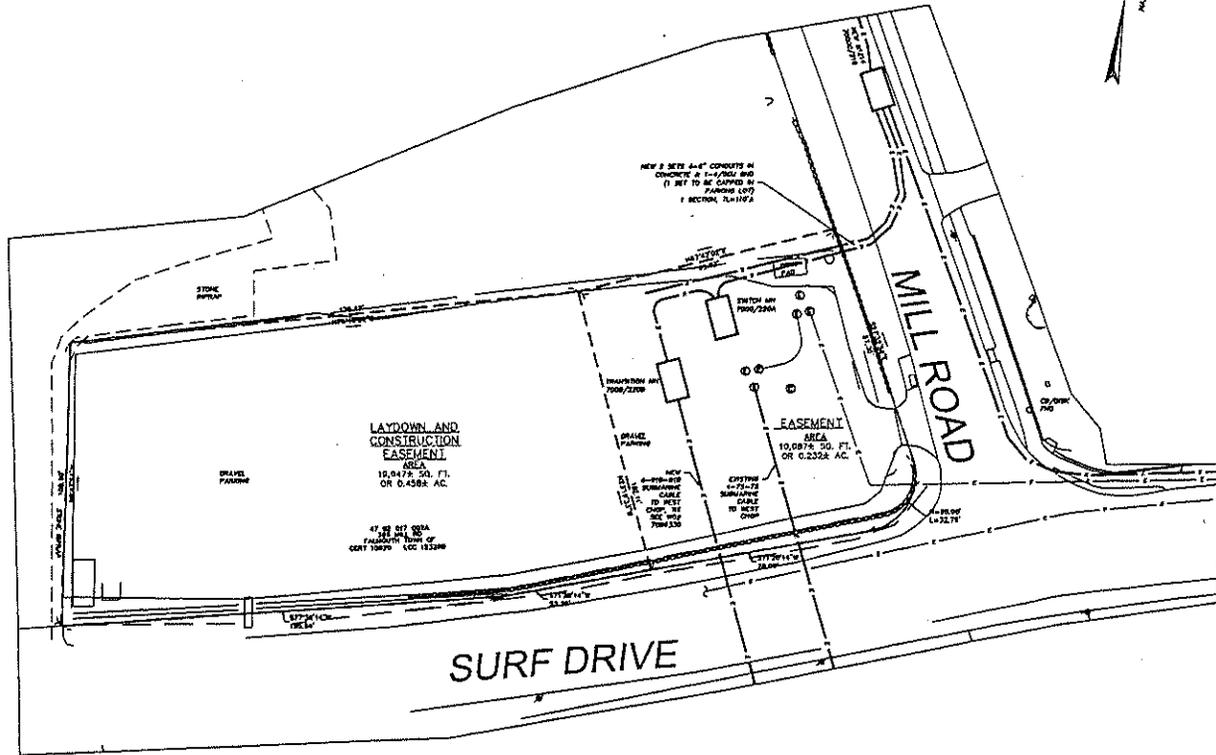


EXHIBIT A

FOR REGISTRY USE ONLY

SUPPLY LINE FROM
STA 933 TO MARTHA'S
VINEYARD

MILL ROAD
IN
FALMOUTH

MASSACHUSETTS
(BARNSTABLE COUNTY)

MILL ROAD
EASEMENT PLAN
MAY 9, 2022

PREPARED FOR
EVERSOURCE ENERGY
247 STATION DRIVE
WESTWOOD, MA 02090

BSC GROUP

803 Summer Street
Boston, Massachusetts
02127 617 856 4300

SCALE: 1" = 20'
0 5 10 20 40 80 160 320 FEET

PROJ. MGR.: SEWALD
FIELD P. MICHON
CALC. JACOB'S CONEN
DRAWN: S. CONEN
CHECK: SEWALD
FILE: P:\1303000\1303000\1303000EAS.dwg
DWG: 1303000C SHEET
JOB. NO.: 1-3403.00 1 OF 2

**ARTICLE 22
AND THE VOTE THEREON AT
THE ANNUAL TOWN MEETING
CONVENED IN FALMOUTH, MASSACHUSETTS
APRIL 4, 2022**

ARTICLE 22: To see if the Town will vote to authorize the Select Board to grant certain easements to NStar Electric Company dba Eversource Energy in connection with its proposed additional underground power supply cables to Martha's Vineyard on, in, over, under and across the following town property:

The Town owned portion of the Shining Sea Bikeway from Simpson's Lane to Locust Street, including the Locust Street parking lot;

The Mill Road parking lot, a portion of Surf Drive and a portion of Surf Drive beach;

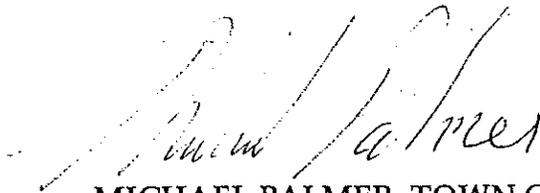
The Shore Street/Surf Drive parking lot, a portion of Surf Drive and a portion of the Shore Street/Surf Drive beach; and

further to authorize the Select Board to assent to the grant of a similar easement by Mass DOT in the state owned portion of the Shining Sea Bikeway from Ter Heun Drive to Simpson's Lane; said easements to be for the purpose of the installation and maintenance of underground power supply cables for reliability for Martha's Vineyard and Falmouth upon such terms and conditions as the Select Board deems reasonable and proper.

Or do or take any other action on the matter. On request of the Select Board.

VOTED: By a unanimous vote, a quorum being present on Monday, April 4, 2022 the Town voted Article 22 as printed.

A TRUE COPY ATTEST



**MICHAEL PALMER, TOWN CLERK
FALMOUTH, MASSACHUSETTS**

MINUTES

1. Review and Vote to Approve Minutes of Meetings:

- Public Session – June 8, 2022; October 24, 2022; November 7, 2022; December 5, 2022

TOWN OF FALMOUTH
SELECT BOARD
Meeting Minutes
WEDNESDAY, JUNE 8, 2022
LAWRENCE SCHOOL
AUDITORIUM
113 LAKEVIEW AVENUE, FALMOUTH, MA 02540

PUBLIC FORUM ON MAYFLOWER WIND PROPOSAL

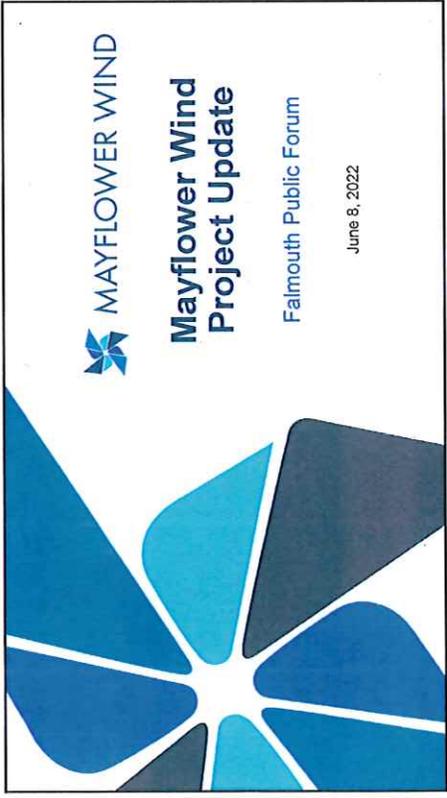
Select Board Present: Present: Nancy Taylor, Chair; Onjalé Scott Price, Vice Chair; Sam Patterson; Doug Brown; Scott Zylinski.

Staff Present: Peter Johnson-Staub, Interim Town Manager.

1. Welcome/Opening Remarks by Chair Taylor. Reviewed the purpose of the meeting via PowerPoint presentation, reviewed the negotiation terms of the potential agreement. The Select Board has not made a decision on this project, Host Community Agreement has not been executed. The Select Board seeks community input on the ideas. Chair Taylor explained the ground rules for public comments.
2. Mayflower Wind presentation
Dan Hubbard, Mayflower Wind Legal Counsel and Director of External Affairs, and Bill Follett, Engineering Director, made a PowerPoint presentation.
3. Questions and Comments from Audience
Many members of the audience asked questions and gave public comments.
4. Concluding Remarks were made by Mr. Hubbard and Chair Taylor.

Respectfully Submitted,

Jennifer Chaves
Recording Secretary



MAYFLOWER WIND

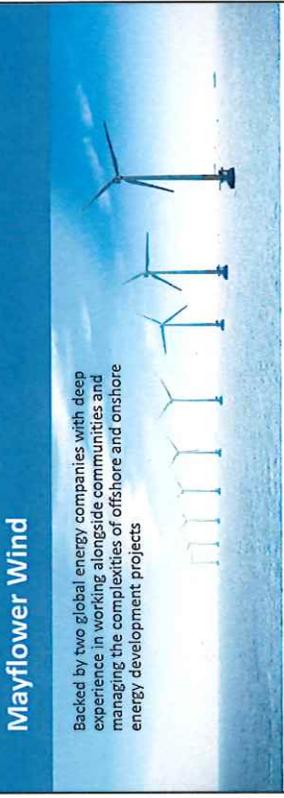
Mayflower Wind Project Update

Falmouth Public Forum

June 8, 2022

Mayflower Wind

Backed by two global energy companies with deep experience in working alongside communities and managing the complexities of offshore and onshore energy development projects



Shell's ambition is to become a net-zero emissions energy business by 2050 or sooner



Ocean Winds – a joint venture of EDP Renewables and ENGIE – share a vision where renewables, particularly offshore wind, play an essential role in the global energy transition

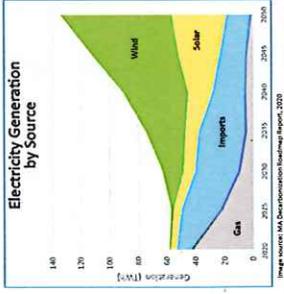


MAYFLOWER WIND

Fighting climate change by building offshore wind

Mayflower Wind will be among the largest contributors towards meeting the Commonwealth's net-zero emissions goal

- The project will eliminate over 4 million metric tons of GHGs annually
- Ratepayers will save over \$2 billion over the life of the project, according to the MA Department of Energy Resources
- The Mayflower Wind Project will account for approximately 8% of the U.S. National goal of 30 GW of OSW by 2030



Electricity Generation by Source

140
120
100
80
60
40
20
0

2020 2025 2030 2035 2040 2045 2050

Generation (TWh)

Gas Imports Wind Solar

Source: MA Department of Energy Resources, 2020

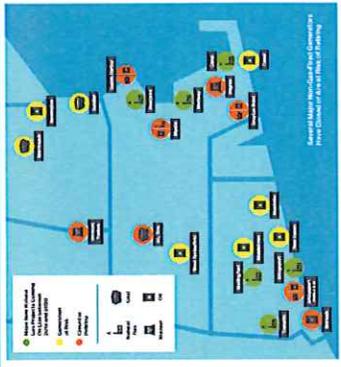
MAYFLOWER WIND

New England Power Grid in Transition

The transition to a Net Zero carbon future calls for new generation to power the electrification of our heating and transportation sectors, while supplementing the fossil fuel and nuclear power plants that are being retired across the New England grid

Offshore wind will offset the need for imported fossil fuels and enhance the limited energy supply mix available to serve the electric load on Cape Cod and southeastern Massachusetts

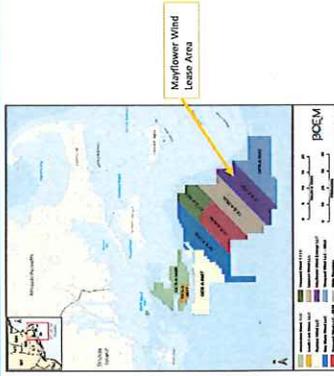
By accelerating the transition to a renewable clean energy future, the Project will support the sustainability of the natural environment and improve the quality of life in the region.



Source: ISO-NE

MAYFLOWER WIND

New England/New York Offshore Wind Procurements



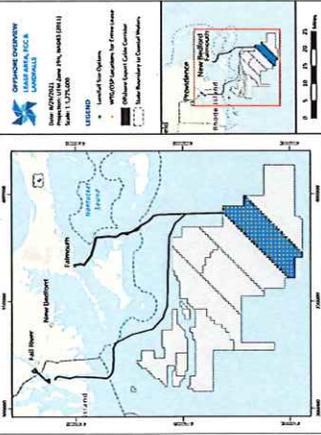
- Massachusetts (3,200 MW)**
 - Vineyard Wind 1 – 800 MW
 - Mayflower Wind – 1,200 MW
 - Commonwealth Wind – 1,200 MW
 - Connecticut (1,108 MW)**
 - Revolution Wind – 304 MW
 - Park City Wind – 804 MW
 - Rhode Island (400 MW)**
 - Revolution Wind – 400 MW
 - New York (4,366 MW)**
 - South Fork Wind – 132 MW
 - Sunrise Wind – 924 MW
 - Beacon Wind – 1,234 MW
 - Empire Wind 1 – 816 MW
 - Empire Wind 2 – 1,260 MW
- *These contracts do not represent the potential full build-out of each lease area.

Mayflower's Grid Connections

- Mayflower has a commitment to provide 1,200 MW of power to the Commonwealth by the end of this decade.
- The transmission system will require significant grid upgrades to be able to accept the offshore wind power planned to connect in Falmouth.
 - While ISO-New England and the transmission owners resolve those issues, Mayflower will continue to pursue the interconnection in Falmouth to prudently prepare for upcoming offshore wind procurements for the benefit of the people of Massachusetts and the region.
- Mayflower will deliver the first 1,200 MW awarded through the 89C II and III procurements to Brayton Point, Somerset, because that delivery point will be ready first.

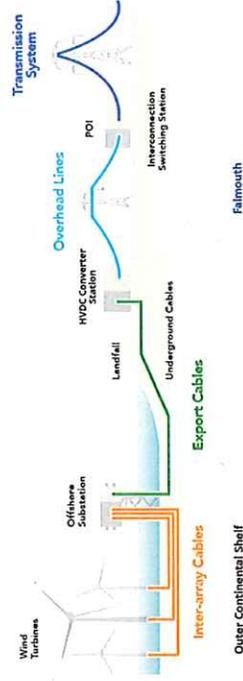
Mayflower intends to deliver the next 1,200 MW energy from the lease area via the Falmouth project in a subsequent phase.

Mayflower Wind Projects



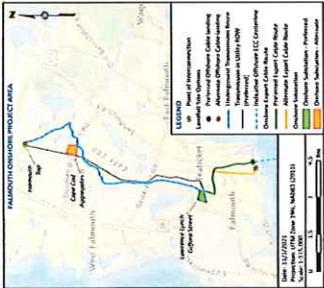
- Lease Area**
 - 127,000 acres
 - Wind turbine technology allows an estimated 2,400 MW from lease area to shore
 - Regional limitations with the onshore transmission system requires multiple points of interconnection
- Two Points of HVDC Interconnection**
 - Falmouth Project (1,200 MW)
 - SouthCoast Project (1,200 MW)

Wind Farm Design – Offshore to Onshore



Falmouth Onshore Project

- Preferred route: ~ 2 miles along roads
- Alternate route: Up to 8.1 miles along roads
- Underground HVDC export cables will be installed onshore to a new HVDC converter station
 - HVDC export cables: 2 power cables, +/- 320 KV
- From Mayflower's HVDC converter station, power will connect to the grid via the existing Falmouth Tap substation further inland
 - HVAC interconnection: up to 9 power cables, +/- 345 KV
- State requirements re: environmental justice communities were incorporated



MAYFLOWER WIND

Landfall Selection Considerations

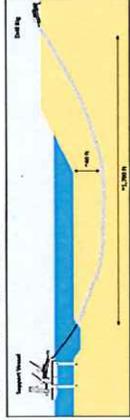
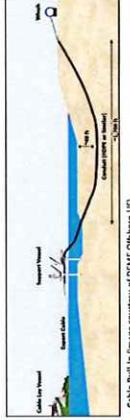


MAYFLOWER WIND

Horizontal Directional Drilling (HDD)

Horizontal Directional Drilling (HDD)

- Used at all landfall sites to avoid and/or mitigate disturbance to seabed and nearshore environmental resources such as eelgrass beds as well as public access and use of coastal areas and beaches during installation
- Permanent surface impacts will be minimal and at the buried cable vaults

MAYFLOWER WIND

High Voltage Direct Current (HVDC)

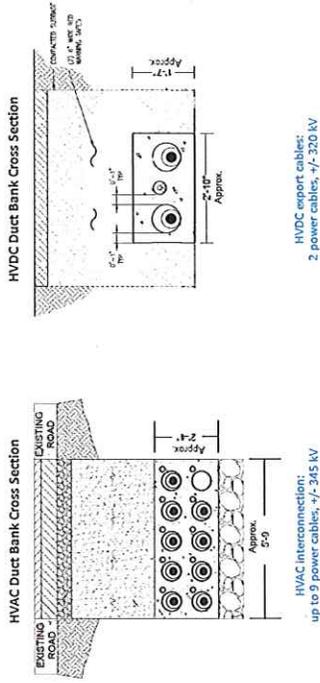
- Both High Voltage Alternating Current (HVAC) and High Voltage Direct Current (HVDC) technologies are widely used for transmitting energy to remote load.
- HVDC is the preferred technology for long-distance power transmission.
- HVDC transmission technology has been widely deployed within the US (a few examples provided below):
 - Cross Sound Cable — New Haven, CT to Long Island, NY
 - Neptune Regional Transmission System — Sayreville, NJ to Long Island, NY
 - Trans Bay Cable — San Francisco, CA to Pittsburg, CA

MAYFLOWER WIND

High Voltage Direct Current (HVDC)

- **Smaller Footprint:** HVDC transmission requires less disruption including:
 - Fewer cables coming ashore
 - Smaller trenching footprint for underground cable installation
 - Smaller substation (HVDC converter station) footprint
- **More Efficient:** Over long distances, HVDC transmission moves power with lower losses compared to HVAC.
- **EMF produced from HVDC transmission creates static magnetic fields resembling Earth's magnetic field:**
 - Existing AC electric systems produce EMF in the form of an oscillating magnetic field.
 - DC transmission does not oscillate and resembles the earth's static DC geomagnetic field, which humans have lived in the presence of for tens of thousands of years.
 - Mayflower's conservative modeling reports are published on our website.

HVAC vs. HVDC Technologies



HVAC interconnections:
up to 9 power cables, 47-345 kV

HVDC export cables:
2 power cables, 47-320 kV

Proposed Converter Station Layouts – Lawrence Lynch

HVAC Substation Layout at Preferred Site



HVDC Converter Station Layout at Preferred Site



Proposed Converter Station Layouts – Cape Cod Aggregates

HVAC Substation Layout at Noticed Alternative



HVDC Converter Station Layout at Noticed Alternative



Onshore Construction Impacts

- Onshore construction in Falmouth is expected to last 2 – 3 years
 - Horizontal Directional Drilling is expected to take 3 – 5 months
- Onshore cable installation will occur outside of the busy summer season to the maximum extent possible. Any high season or night-time construction would be done in coordination with and with the approval of the town.
- Lane or road closures will use a rolling setup, so only a section of the roadway is worked on at a given time.
- Mayflower will comply with all applicable construction noise requirements and implement mitigations:
 - Temporary noise barriers at HDD locations
 - Maintaining equipment with functioning mufflers
 - Low-noise generators
- Mayflower will create a construction schedule webpage to alert residents of construction locations, dates, activities and traffic control measures.



Community Benefits

- A Host Community Agreement (HCA) between Falmouth and Mayflower Wind will provide annual revenue to the town once the project has been constructed.
- Continued participation in community events:
 - Falmouth Fireworks, July 2022
 - Mayflower Wind Cape Cod Marathon, October 2022
- Memberships: Cape Cod Chamber, Falmouth Chamber, Friends of Nobska Light
- Cape Light Compact agreement: \$5 million towards strategic electrification to reduce electric bills for low-income customers.
- Support for STEM and renewable energy education programs for local students. Mayflower supports local workforce training, in collaboration with existing vocational schools, community colleges and other area providers.
- Construction of the underground cables and onshore substation in Falmouth will create job opportunities for a variety of qualified local contractors. Local retail and hospitality businesses will see increased activity for goods and services.



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Falmouth Project Timeline

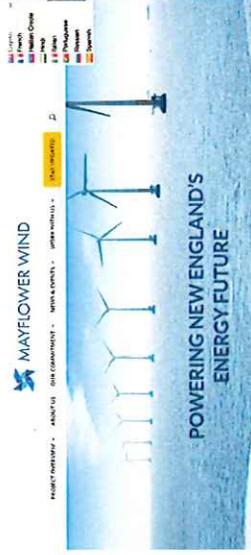
- What is influencing the Project's timeline?**
- ISO-NE transmission system studies and need for major transmission infrastructure upgrades for additional offshore wind interconnections on the Cape. Studies are ongoing and could take another year or more. Upgrades will take longer.
 - Mayflower taking time to carefully consider input from Falmouth officials and residents.
 - Future procurements for offshore wind in Massachusetts and the region
 - Prudent and efficient planning to meet the clear need in the next ten years for large amounts of renewable clean energy from offshore wind to serve the public interest
 - Given its proximity to the lease area and development activities that have already occurred, a Falmouth delivery or offshore wind energy still makes sense if transmission system issues can be adequately addressed by ISO-NE and the transmission owners.



18

Thank You

Questions and Comments?



19

**Mayflower Wind
Falmouth Public
Forum**

June 8, 2022
Lawrence School Auditorium

Agenda

- 6:00pm Welcome/Opening Remarks
- 6:10pm Mayflower Wind Presentation
- 6:30pm Questions and Comments from Audience
- 7:50pm Concluding Remarks
- 8:00pm Adjourn

Opening Remarks:
Dr. Nancy Taylor,
Select Board Chair

- The purposes of this forum:
 - For Falmouth community members to learn about proposal
 - For Select Board and Mayflower Wind to hear from Falmouth Community

**Opening Remarks
continued**

- Select Board Role in Mayflower Wind Proposal
 - Evaluate the benefits and impacts
 - Make recommendations to Town Meeting: easements and "Article 97 Relief"
 - Negotiate terms of Host Community Agreement
 - Determining terms of potential agreement is part of evaluation process
 - Select Board will not enter Agreement unless the project and the terms are deemed to be beneficial to the Town
 - Any Agreement will be conditioned on Town Meeting Approval

Opening Remarks continued

- Select Board has NOT made a decision on this project
 - Host Community Agreement has not been executed
 - Retained independent engineering firm to evaluate impacts within Town of Falmouth
- Town has asked Mayflower to consider alternate landfill sites:
 - Falmouth Harbor to Scranton Ave.
 - “Kite Park” to Grand Ave/Falmouth Heights Rd.
 - Little Pond to Spring Bars Rd.

Opening Remarks continued

- Select Board does not have a timeline for Town Meeting action or Host Community Agreement negotiation
- Select Board will solicit further public input after obtaining additional information on feasibility of alternate landfill locations

Opening Remarks continued

- Select Board seeks your input
 - Importance of Town taking action on renewable energy and climate change
 - Short-term construction impacts of proposed electric cable
 - Long-term impacts of underground equipment
 - Long-term impacts of proposed substation (396 Gifford St or 486 Thomas B Landers Rd).

Ground Rules

- 3 Minutes per speaker – We want to hear from as many of you as we can
- No repeat speakers until we hear from all who wish to speak
- Be respectful – We can disagree and treat one another with respect
- One speaker at a time – Please do not interrupt. Do not speak unless you are recognized by the Chair.

Written and emailed public comments will be attached to the 6/8/22 minutes here.

The draft minutes of 10/24/22 are being finalized and will be emailed separately.

TOWN OF FALMOUTH
SELECT BOARD
Meeting Minutes
Open Session
MONDAY, NOVEMBER 7, 2022
SELECT BOARD MEETING ROOM
TOWN HALL
59 TOWN HALL SQUARE, FALMOUTH, MA 02540

The Select Board may discuss and vote appropriate action on any item listed on this Agenda unless a different disposition is noted. At the discretion of the Chair, agenda items may be taken out of order.

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

Staff Present: Peter Johnson-Staub, Interim Town Manager.

1. Chair Taylor called the open session to order at 6:30 p.m. and motioned to convene the executive session M.G.L. c.30A s.21(a)(3) – To discuss strategy with respect to collective bargaining – Firefighters Union Minimum Shift Staffing because to not go into executive session could prejudice ongoing negotiations. Mr. Patterson seconded the motion. It was followed by a 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: Mr. Brown, aye; Mr. Patterson, aye; Ms. Scott Price, aye; Chair Taylor, aye; Mr. Zylinski, aye.

2. Pledge of Allegiance

3. Proclamation – Native American Heritage Month
Ms. Scott Price read the proclamation as a motion. Second Mr. Patterson. Vote: Yes-5. No-0.

4. Recognition
Mr. Brown recognized Veteran's Day on Friday, and a ceremony will take place.

Chair Taylor reported that Gordon Star, Barnstable Town Council, expressed appreciation in a letter for assistance Michael Palmer and Laurie Robbins provided to the Barnstable Town Clerk to count the ballots at the last election.

Mr. Johnson-Staub reported the Falmouth Water Department received a prestigious award from the MA Waterworks Association, Community Award for 2022, which is given to one community each year and recognizes the department for exemplifying the highest standards of water service.

5. Announcements
Cape Cod Bridges Program: Two virtual meetings will be held on 11/15/22 and on 11/17/22. The flyer is in the Select Board packet.

Mr. Johnson-Staub noted fall textile and clothing collection will take place on 11/19/22 and 11/20/22 at 790 Main Street. Information is on the Town website.

Alan Robinson, Chair Solid Waste Advisory Committee, reported the Falmouth Service Center and others are looking for clothing in good condition and seasonal. If you have clothing that is out of season, torn, and/or worn clothing that can be brought to this event. So long as it is not stained or greasy.

Chair Taylor announced the Request for Quotes was sent out for an Executive Search Consultant and should be back by 11/10/22.

6. Public Comment

Evie Fachon, student at WHOI, commented regarding significant challenges she and others have had to find housing in Falmouth. Provided flyers to the Select Board and reviewed. Total listings are down 70% on the WHOI message board and half are seasonal rentals. She asked the Town to do what they can to make affordable and attainable rentals in the coming months.

Maureen Harlow-Hawkes, asked that people vote no on the Work and Family Mobility Act, Question 4, on tomorrow's ballot.

TOWN MANAGER'S PRELIMINARY REPORT

Mr. Johnson-Staub noted fee hearing, increases are being proposed; background information is in the packet. Mr. Johnson-Staub finds them all reasonable and justified. Looked to set them for the Town to recover the costs from the users in question rather than pass them on to the general tax payer. They also look at fees of neighboring communities as a reference point.

Flow Neutral bylaw hearing, this will be continued to 12/5/22.

Wetlands Hearing, the Conservation Commission issued an Order of Conditions. There are no shellfish or navigation concerns, he recommends approval.

All alcohol license change, as of Friday one required document was missing, he has not seen the missing document yet. Unless presented tonight, the Select Board may not be able to hear this item.

Two Norway Maples proposed for removal, and Tree Warden Jeremiah Pearson recommends removal.

Sign variance request for internally-lit sign not allowed in agricultural or residential zone. This may be the first request in this zone, and the Select Board's decision may set a precedent. The bylaw was written a long time ago when these signs were brighter than current signs. Mr. Johnson-Staub noted the Town will be seeking a variance for an internally-lit sign in a residential zone for the Sandwich Road Fire Station.

Approval of annual license renewals, all have been reviewed, and he recommends approval.

Update from this afternoon on item A Conservation Commission. The 300 Committee asked that it be held and deferred to another meeting.

There are two Veteran Council appointments, there is a specific policy that applies to the Veteran's Council, which allows for some veterans organizations to nominate someone, and the Select Board will approve unless they disapprove for good cause.

PUBLIC HEARINGS

1. **Fee Hearing – Discuss and Vote to Establish and Promulgate Fees for 2023 (15 minutes)**
Ms. Scott Price read the hearing notice.

The changes and fees are in the Select Board packets.

Mr. Johnson-Staub noted the proposal for a decrease of Swimming Lesson fees came from Beach Superintendent Maggie Clayton.

Public Comment:

Campden McDermott, part time truck driver, noted there is a surcharge fee of \$100 for boats over 55 feet long. This is not supposed to be done by size and not supposed to be profitable.

Gregg Fraser said the fee was implemented last year by the Waterways Committee because they were having problems with boats fueling there; the fee is to compensate the Town for keeping the space open long enough to allow for fueling. Waterways chose to make no recommendation to change it.

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

Mr. Brown accepts that the Waterways Committee considered Mr. McDermott's concern and chose to stay the course.

Mr. Johnson-Staub noted that this is not on the fee hearing for action tonight, only the transient slip.

Mr. Zylinski motion to reopen the hearing. Second Ms. Scott Price. Vote: Yes-5. No-0.

Mr. McDermott said that boat haulers pay \$2500 to the Town as a fee and he does not feel it is fair and it does not make sense.

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

Mr. Patterson motion to approve the fee schedule. Second Ms. Scott Price. Vote: Yes-5. No-0.

2. Flow Neutral Bylaw – Evaluation of Request for Variance – New Creek LLC – 13 Davis Straits, Falmouth (parcel 39 15 049D 004), continued from August 22, 2022, September 26, 2022, October 24, 2022

Ms. Scott Price read the hearing notice.

Ms. Scott Price motion to continue to 12/5/22. Second Mr. Zylinski. Vote: Yes-5. No-0.

3. Wetlands/Dock Hearing – Daniel H. and Mary E. Webb – Permit an existing seawall and construct a ramp from the seawall to a small float in Sider's Pond, located at 51 Siders Lane, Falmouth

Ms. Scott Price read the hearing notice.

Tom Bunker, BSS Design, representing the applicant, showed the property on the GIS via computer, and reviewed the survey plan that was presented to the Conservation Commission. The existing wall has been there for a long time, and he is proposing that it be licensed and a small float with ramp be approved. The Conservation Commission approved and issued an Order of Conditions. It will be an aluminum ramp going out to a small float. There is a path and steps coming in from Sider's Pond Rd., people walk along the path and it would continue to be open passage across the property.

Public Comment: none.

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

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

4. Approve application for multiple amendments to an All Alcoholic Common Victualler License including Change of Manager, Change of LLC Manager and Change of Beneficial Interest – Train Bridge View, LLC d/b/a/ Sweet Rice, located at 167 Teaticket Highway, East Falmouth

Ms. Scott Price read the hearing notice.

Randy Collette, representing the applicant, provided a document to Mr. Johnson-Staub. Mr. Johnson-Staub noted this is the document that was missing. This is an interfamily move, Amy Thuck is taking over from her father.

Public Comment: none.

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

Amy Thuck, new owner and Manager of Sweet Rice, was present, and Mr. Patterson explained that the Manager is responsible for alcohol regulations and she is responsible for adhering to those regulations.

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

5. Shade Tree Hearing – on application of Mary Van Holde Todd, and David and Steven Van Holde for the removal of two (2) Norway Maple trees at 8 Orchard Street, Woods Hole

Ms. Scott Price read the hearing notice.

Jeremiah Pearson, Tree Warden, explained the homeowner is asking the Town to remove the trees, they are in the Town right of way.

Public Comment: none.

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

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

BUSINESS

1. Vote Interim Town Manager Agreement

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

2. Report – Solid Waste Advisory Committee

Alan Robinson, Chair of the Solid Waste Advisory Committee (SWAC), noted they have six members and are looking for one more member. He made a computer presentation, and reviewed their role in the community. The DPW noted the curbside collection challenge earlier this year, the DPW worked with the previous vendor and the community members whose trash and recycling was not picked up. The recycling cart rollout went well, there were a number of residents who need to find solutions due to the size of the carts. SWAC now has a Facebook page. The administration provided the Solid Waste Coordinator more hours in July and August, which made a huge difference in the recycling rollout. They appreciate Mr. Zylinski attending their meetings.

Mr. Robinson reviewed SWAC accomplishments, including a supporting role and active partnership with the DPW, mandatory recycling regulations are being developed with the Board of Health (BOH), they hope for a BOH vote in two weeks. They have energized the Pick of the Litter Swap Shop, and the DPW is actively reaching out and engaging with the community.

Challenges include developing a multi-faceted waste reduction plan. This year they would like the operating budget to include a line item making the DPW's Recycling and Waste Management Coordinator position full time and at a pay grade commensurate with the responsibilities.

Mr. Zylinski noted the benefits of that position going forward, including grant writing and addressing issues that come up daily. The 19-hour position is not enough to have time to plan and implementing pilot programs.

Mr. Brown asked how to convince the public not to put plastic bags in recycling. Mr. Robinson acknowledged that is a problem everywhere and we need to continuously message the community. If Nauset sees plastic bags enter the stream curbside, they address it.

3. Report – School Committee

Dr. Lori Duerr, Superintendent; Natalie Kanellopoulos, School Committee Chair; and Henry St. Julian Diversity, Equity, Inclusion, and Belonging (DEIB) Director addressed the Select Board.

Chair Kanellopoulos made a computer presentation reviewing the fiscal year 2023 goals, communication, Diversity Equity and Inclusion (DEI), and school safety. Three listening sessions were held to encourage communication with students, staff, and families. School Committee meetings offer an ending summary which is uploaded to the district Facebook page.

This year the Director of DEIB implemented an advisory committee, expanded their partnership with Wampanoag education program, and conducted a district-wide equity audit.

The School District goals include addressing school safety and security, a Health and Safety Advisory Committee to address physical security, social and emotional health, and a partnership with Falmouth Police Department and the Falmouth Fire Department.

A land acknowledgement mural was created by students. The land acknowledgement includes acknowledgement of the unseated ancestral land of the Wampanoag Nation as original stewards of what is now known as the Town of Falmouth and the School District's pledge to partner with the Wampanoag Nation.

Dr. Duerr reviewed the enrollment at the schools. There are 3,015 total students, there has been a decline in the student population here and throughout Cape Cod towns. Needs are increasing, economic demographics were reviewed, in the last four years there has been an increase of 391 students who qualify for this category. Multilingual learners have increased, currently at 176 students. Students with disabilities, increased over the last few years. The pandemic caused an increase in needs for students and the numbers demonstrate this fact. The School District has increased reading specialists, math support, special education teachers, and ELD teachers. Counseling has been needed for students. The Woods Hole Partnership is strong, they are maintaining the partnership and now have opportunity for students at every grade level. They have established a relationship with the Cape Verdean community and included it in the curriculum. Outdoor learning started during the pandemic, there are now three schools on The 300 Committee property, and they are creating nature trails connected with learning. The Volunteers In Public Schools program is strong. Comfort pets have been valuable. The Yes Chef program started in North Falmouth Elementary, this program involves having a guest chef join the school in preparing the meals following the USDA guidelines. The community loves the schools and supports the schools. Food Justice Program at FHS has begun, the college fair was strong, music programs are thriving and extended the strings program to Morse Pond with thirty students interested. Field trips are now taking place.

Mr. St. Julien has been here since 2016 beginning as Falmouth High School Assistant Principal, he loves the Town and drive for the schools to have all students thrive in all the schools. Some marginalized students are struggling, they want to dig deep and find out how to make sure everyone succeeds and no one is left behind. The Falmouth is My Beloved Community program benefits the entire Town. He wants a vision where the school is acting in an inclusive action-based activity where the My is ownership; everyone getting together to do the changes. Beloved is the force being used, to love all students; the power of action. Community is the force, doing it around Town. Equity steps reviewed and included: 1. Awareness stage, 2. The work depends on people-gathering of community, 3. Knowledge stage, 4. Application stage, and 5. Lens stage. He presented the Select Board with t-shirts to be part of the message.

FPS outperformed the state average in almost every grade in reading/math. Every subcategory outperformed, students with disabilities scoring at 80% and over. FPS is doing a wonderful job supporting all their students.

4. Request for Variance to Sign Code – §184-26 Illumination – Cape Cod Church, 1205 Nathan Ellis Highway, East Falmouth

Mark McSherry, Cape Cod Church Executive Director, addressed the Select Board regarding his request for an internally-lit sign, noting there are a few interior lit signs around Town. He provided pictures of the current sign and a rendering of what the new sign will look like. He is looking to get the variance to do the internally-lit letter signs like other signs around Town.

Barnstable County Fair Grounds has an internally lit sign, Mr. Johnson-Staub noted there is an exemption in the code for that.

Mr. Johnson-Staub said there are internally-lit signs in the business districts, this would be the first in an agricultural zone.

Mr. Patterson asked about how this can be limited, set a standard for these signs. Mr. Johnson-Staub noted the bylaw has a provision for glare, they cannot produce glare on the roadway.

Mr. Brown suggested looking at the lumen capacity of the sign, maybe find out the intensity of this light and see if it can be changed.

Mr. McSherry asked if there is a standard set in commercial zone signs.

Mr. Zylinski suggested the possibility of restricting how much external lighting can be used on an exterior lit sign and make it equal to what is allowed for an internally lit sign. Route 151 is a good area to start, the applicant does not have any immediate abutters.

Mr. Patterson noted it is an opportunity for abuse and things can be distracting to the driver, he would like to take a closer look.

Mr. Brown noted a letter from Mr. Dickenson that asks about a dimmer on the sign. If the Select Board approves it tonight, he will work with Mr. McSherry to make sure it complies.

Mr. Johnson-Staub said that is asking staff to set standards for lumens and brightness to be approved.

The lumens will be precedent setting.

Mr. Johnson-Staub hesitates in leaning on Mr. Dickenson, he may not know how many lumens are in other signs and is unsure about the amount of research they would be asking Mr. Dickenson to do.

The Select Board would like to see the research on the lumens and LED information, possibility of a dimmer and settings prior to approving.

Mr. McSherry will talk with Locust Street Sign to see if there are set lumens in signs that make it. The Select Board would like a recommendation from Mr. Dickenson about what is reasonable and specifics that could come forward as recommendation to the Select Board.

5. Approve Annual License Renewals for 2023:

**ALL ALCOHOL RESTAURANT LICENSE and
COMMON VICTUALLER LICENSE**

Casa Vallarta, 70 Davis Straits
East End Tap, 734 Teaticket Highway

ALL ALCOHOL CLUB LICENSE

Cape Cod Curling Club, 37 Highfield Drive

**WINE, MALT & CORDIAL INNHOLDER
LICENSE and INNHOLDER LICENSE**

Palmer House Inn, 81 Palmer Avenue

WINE & MALT PACKAGE STORE

Jack in the Beanstalk, 800 Gifford Street
Windfall Market, 77 Scranton Avenue

COMMON VICTUALLER LICENSE

Le Bon Jour, 420 East Falmouth Highway

New Golden Dynasty, 13 Davis Straits, Unit 2
Pie in the Sky, 10 Water Street

INNHOLDER LICENSE

Admiralty Inn, 51 Teaticket Highway
Falmouth Inn, 824 Main Street
Shoreway Acres Inn, 50 Shore Street

ENTERTAINMENT

Casa Vallarta, 70 Davis Straits
East End Tap, 734 Teaticket Highway

SUNDAY ENTERTAINMENT LICENSE

Casa Vallarta, 70 Davis Straits

USED CAR DEALER LICENSE

Intergas, 10 North Main Street
O'Hara Motors, Inc., 50 Spring Bars Road

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

CONSENT AGENDA

1. Administrative Orders

- a. Vote to approve motion submitted by The 300 Committee on the request from The 300 Committee for a Conservation Restriction for the Ed Brown-Leger 3.72-acre property at 0 Boxberry Hill Road Chair Taylor noted this will be held for a future date at the request of the applicant.
- b. Vote to Accept FY2022 Bulletproof Vest Partnership Program Award in the Amount of \$6,525.00
- c. Initiate naming process to dedicate the beach side of the Menauhant Bridge to Bruce G. Mogardo
- d. Authorize Letter to Eversource in Opposition to Herbicide Spraying for Vegetation Management
- e. Set date for April 2023 Town Meeting
This item was held and will be brought back to the Select Board. Mr. Johnson-Staub will consult with the Town Clerk about the dates discussed, 4/3/22 and 4/10/22.

2. Committee Appointments:

- a. Veterans Council Committee – William Doherty, Amvets Post 70 Representative
- b. Veterans Council Committee – Ron Nasif – DAV Representative
The Select Board deferred tonight's vote and held this item for a future date to give them time to look get more information that will help them decide.

Mr. Zylinski motion to hold the vote to another time. Second Ms. Scott Price. Vote: Yes-5. No-0.

Ms. Scott Price motion to move the consent agenda, with the exception of item 2.(b). Second Mr. Patterson. Vote: Yes-5. No-0.

MINUTES

1. Review and Vote to Approve Minutes of Meetings

- a. Executive Session
June 21, 2022; June 27, 2022; July 5, 2022; July 11, 2022; July 25, 2022; August 15, 2022;
August 22, 2022

Mr. Patterson noted the minutes of 7/5/22 are missing the name of the Town Manager in a section, he asked that Julian Suso's name be added to a section.

Mr. Patterson motioned approval of all minutes and not release to the public. Chair Taylor amended the motion to include as edited. Second Mr. Zylinski. Vote: Yes-5. No-0.

TOWN MANAGER'S SUPPLEMENTAL REPORT

Bid for the new Sandwich Road fire station will be published this week. The Building Committee worked with Owner's Project Manager and Architect, the bidding environment is highly volatile, there is a greater than normal chance bids may come in over budget.

License awarded to Richard Bowen, 102 Grande Ave., to allow a parking spot in town right of way. It became known to the town that construction after the license was voted caused multiple conflicts with the property owner's Special Permit. The Building Commissioner and DPW followed up on noncompliance issues, Mr. Bowen has retained legal counsel and is working to submit an application to address those noncompliance issues. Mr. Johnson-Staub made it known to Mr. Bowen that it could cause the Select Board to reconsider the license.

Staffing updates; A local building inspector has been hired, all inspector positions are now filled. The Building Department is still short an Administrative Clerk. The Accounting Office had a part time Administrative Clerk resign, that person is moving out of state.

Chair Taylor has had several good comments about the Building Department and how they are working with local contractors. Mr. Brown has been hearing positive comments as well.

Next meeting: Town Meeting is 11/14/22, the Select Board will meet before Town Meeting. The next regular Select Board meetings will be on 11/21/22, 12/5/22, and 12/19/22. There will be a Saturday workshop meeting with the Finance Committee Chair and Vice Chair on 1/7/23.

SELECT BOARD REPORTS

Select Board members reviewed the precinct meetings they will attend.

Mr. Patterson:

Attended Precinct 1 and 2 meeting.

Mr. Brown:

Attended David Chavez video conference on Sport Courts, exercise courts, and there is a grant opportunity to offset the potential cost. He forwarded the information to the Recreation Director and Recreation Committee Chair.

Attended chamber meeting with Brian Switzer and other housing advocates of making a video with a snapshot of housing in Falmouth, what can be done, and what is being done.

Ms. Scott Price:

Housing to Protect Cape Cod housing summit, over 400 people there, a lot of representation from Woods Hole institutions leadership, hosted by the Housing Assistance Corporation. Very depressing, the state of housing, trends, were put in perspective. Solutions discussed, multifamily zoning came up, home shares, a lot of good information, and will share her notes with the Affordable Housing Committee. Advocacy training that afternoon, a town huddle is offered to facilitate conversations in town about opportunities and can write new bylaws and review current bylaws.

Mr. Patterson:

Housing summit, 1,000 families left Cape Cod for other places, houses are being purchased by affluent people who are airbnb'ing them. Makes it difficult, the result is 50% of people employed for the Town local services are coming from off cape now. They cannot make enough money on Cape Cod to live on Cape Cod. There are no answers other than trying to take advantage of increased density where appropriate, sewerage, balancing all of this and be equitable and fair is a complex issue. Looking at how to restrict properties so they cannot be used for short term rental; that gets into property rights issues. It is becoming a big issue, is not unique to Cape Cod, but worse here because people can purchase homes for short term rental and use as their vacation home.

Attended the Community Preservation Committee meeting.

Mr. Brown:

Attended the 11/18/22 Cape and Islands Municipal Leaders meeting. The guest speaker was from Vale, Colorado and talked about deed restriction on houses and if any towns are making progress in researching potential of moratorium or regulation that could be applied to short term rentals.

Mr. Zylinski:

Tonight, has provided information that offers a helpful perspective on the housing crisis and how it may affect the community. Young professionals from Woods Hole pled to the Select Board about finding a way to help, then address how it affects our children.

DISCUSSION OF FUTURE AGENDA ITEMS

Sign issue will come in the future.

Update on the lift station for Scranton Ave., and Davis Straits development. Mr. Johnson-Staub said there is no agreement, waiting to hear from the applicant's attorneys to see if we can come up with an agreement regarding the Falmouth Plaza Flow Neutral variance. The Wastewater Superintendent commissioned a study in August and results are due in February 2023. April Town Meeting action would be the soonest to fund construction for more flow in that area.

ADJOURN

Mr. Zylinski motion to adjourn at approximately 9:20 p.m. Second Ms. Scott Price. Vote: Yes-5. No-0.

Respectfully Submitted,

Jennifer Chaves
Recording Secretary

TOWN OF FALMOUTH
SELECT BOARD
Meeting Minutes
MONDAY, DECEMBER 5, 2022 – 6:30 P.M.
SELECT BOARD MEETING ROOM
TOWN HALL
59 TOWN HALL SQUARE, FALMOUTH, MA 02540

The Select Board may discuss and vote appropriate action on any item listed on this Agenda unless a different disposition is noted. At the discretion of the Chair, agenda items may be taken out of order.

Select Board:

Present: Nancy Taylor, Chair; Onjalé Scott Price, Vice Chair; Samuel Patterson; Douglas Brown; Edwin (Scott) Zylinski II

Absent: None

Others present: Peter Johnson-Staub, Interim Town Manager

OPEN SESSION

Call to order: By Chair Nancy Taylor at 6:30 p.m.

Pledge of Allegiance: Led by the Select Board.

Recognition:

- 1) Ms. Scott Price recognized Amy Lowell and additional staff members/employees at the wastewater treatment facility by name, saying how much the Town appreciates the work they do at that facility.
- 2) Mr. Brown complimented the Falmouth Youth Skating Club for the recent program held at the ice arena, lauding it and the facility as great resources for the Town.
- 3) Mr. Patterson congratulated the Chamber of Commerce for the delightful Christmas parade held this past weekend.

Announcements:

- 1) Ms. Scott Price announced an upcoming presentation on Wednesday, Dec. 7, from 11-noon at Redfield Auditorium at 45 Water Street, Woods Hole focusing on indigenous science and its possibilities.
- 2) Mr. Brown offered a reminder of the availability of a form offered by Comcast on its website for more affordable internet/Comcast rates.

Public Comment:

- 1) The first commenter was advised to speak on a license issue during the scheduled hearing.
- 2) Steven Cohen thanked the Select Board and the fire department for the recent agreement that has brought consistent fire and EMS protection to the residents of West Falmouth.

Affirm appointment of Finance Director:

Peter Johnson-Staub summarized the process used to fill the position of Finance Director, reviewing some details of the advertised position, including salary range, signing bonus, and flexible schedule. He said there were 3 qualified applicants interviewed, although none of the candidates was able to serve in the position long-term. Mr. Johnson-Staub said that Eduard Senteio was an extremely qualified candidate, and he was recommending that the Board affirm his appointment to the position, even though it would be for a two-year duration only. Mr. Senteio then spoke briefly, confirming his desire to serve in the position of Finance Director for Falmouth.

Board discussion focused on how Mr. Senteio would help with the transition to a successor after two years. Mr. Senteio praised the finance program in Falmouth and said he knew he would receive the support he needed.

Motion by Douglas Brown: To affirm the appointment of Eduard Senteio to the position of Finance Director.

Second: Sam Patterson Vote: Yes – 5 No - 0

BUSINESS #1

Consider Submitting Comments to Massachusetts Department of Environmental Protection (MADEP) Regarding Draft Title V Regulations

Peter Johnson-Staub summarized the issue, referring to a document highlighting the salient points of the new MADEP proposed Title 5 regulations and a new watershed permit. The information he presented included Falmouth's unique situation with 14 estuaries, costs associated with the proposed regulations, and the timeline for implementation. He detailed how such costs and timeline would negatively impact Falmouth's own wastewater plan. He said the new regulations would entail not only a loss of local control over meeting the goal for nitrogen reduction in Falmouth's embayments and estuaries, but also, if implemented, would fail to achieve the goal by not removing enough nitrogen.

Mr. Johnson-Staub said the two detailed letters provided to the Board regarding the Title 5 regulations and the watershed permit had been drafted and reviewed by parties highly knowledgeable about the issue (Water Quality Management Committee (WQMC), Board of Health (BOH), for example), and were focused on maintaining local control for nitrogen reduction.

Select Board comment included the following:

- The \$30k cost for an installed I/A is conservative; it will likely be \$40k.
- The cost of added staff to implement the regulations would be incalculable.
- The plan for nitrogen reduction needs to be financially and logistically reasonable.
- The new regulations will need to be approved by voters, which would prove a challenge given the cost and disruption to the Town.
- There is agreement with the goal, but this is not the way to achieve it.
- Constructive criticism presented in the watershed permit letter was excellent, and appreciation is owed staff for taking the time to detail that information.

Chair Taylor read aloud two paragraphs from the letters both focusing on onerous financial ramifications to the Town if the new regulations resulted in 1) litigation and settlement costs with issues not involving Falmouth, or 2) a possible legal challenge due to violating Proposition 2½.

Motion by Sam Patterson: To endorse both letters to MADEP and ask the Town Manager to send them out on the Select Board's behalf Second: Scott Zylinski Vote: Yes – 5 No – 0

At this point, Chair Taylor called for a motion regarding waiving the residency requirement for the newly appointed finance director, Eduard Senteio, the issue having been brought to the chair's attention by Ms. Scott Price.

Motion by Scott Zylinski: To waive the residency requirement for Eduard Senteio Second: Onjalé Scott Price Vote: Yes – 5 No - 0

TOWN MANAGER'S PRELIMINARY REPORT

Peter Johnson-Staub orally previewed/summarized all agenda items for the Board, referring to a memo in the Select Board packet entitled "Agenda Topics-Preliminary Report."

COMMITTEE INTERVIEWS

Veterans Council Committee

- 1) At-large position – Brian Hodor – Mr. Hodor highlighted his qualifications and history working in the military and government service. He said that he has counseled veterans on benefits available to them, and having retired from the Navy, wishes to continue working with fellow veterans.

Motion by Douglas Brown: To appoint Mr. Hodor to the Veterans Council Committee. Second: Sam Patterson Vote: Yes – 5 No – 0

- 2) DAV representative – Ron Nasif – Mr. Nasif passed out copies of an article and his CV to Board members, also saying that as a retired orthopedic surgeon, he understood the issues facing disabled veterans. Mr. Brown said he had no concerns and was ready to move appointment. Ms. Scott Price raised the issue of Mr. Nasif's medical license being revoked. Mr. Nasif offered details regarding his period of probation ordered by the medical licensing board, and his use of an unlicensed physician helping him in his office with non-medical assistance. He said that the medical board suspended his ability to re-apply for his

license, but that he is now awaiting a hearing with that licensing board regarding this issue. He assured the Select Board that there was never any unethical or immoral behavior, and that he never crossed a line. He said he enjoys helping people. Mr. Zylinski asked why he is seeking to have his license re-instated if he is retired, and Mr. Nasif replied, saying that his health is still good, and that he can fill a medical need as an orthopedist.

Mr. Brown commented that it is not required to be a doctor to do the job of being on this committee. Mr. Nasif said he understood the questions asked by Board members, but again assured the Board that despite the one licensing issue, his behavior was never unethical.

Motion by Douglas Brown: To appoint Ron Nasif to the Veterans Council as a representative from DAV
Second: Sam Patterson Vote: Yes – 3 No – 2 (Nancy Taylor and Scott Zylinski)

PUBLIC HEARINGS

Tax Classification Hearing

Ms. Scott Price read out the hearing notice.

Trisha Favulli, Director of Assessing, reviewed the 5 options to consider when setting the tax rate (Residential Factor of 1; Small Commercial Exemption; Open Space Exemption; Residential Exemption; and Split Tax Rate), explaining what each one would mean for residents of Falmouth. Ms. Favulli referred to documents included in the Select Board meeting packet. She said that after analysis of financial impact, the Board of Assessors was recommending a Residential Factor of 1 and to reject residential, open space, and small business exemptions.

Board discussion included these comments:

- An appreciation for the complexity of the situation, and the need to continue to examine financial impacts on Town residents
- The possibility of exploring other options for exemptions
- The need to take into account staffing needs when considering other solutions
- The possibility of further study of the residential exemption, which would include a Board policy and increased staffing

Mr. Johnson-Staub suggested that the Board hold a workshop meeting on the issue, possibly in tandem with short-term-rental regulation, before exploring other exemption options. Chair Taylor said that because so many things were in need of attention currently, she would favor not directing the town manager to move forward at this time. Mr. Patterson said that the Affordable Housing Committee frequently faces the issue of the unaffordability of residing in Falmouth, and agreed that further exploration would be welcome, if not at this time.

Public comment – Louis Carboni, East Falmouth, said he has lived in Falmouth since 1979, and pays taxes “by an illegal commercial zone since 1985.” (An additional comment was unrelated to the subject of the hearing.)

Motion by Scott Zylinski: To close the hearing Vote: Yes – 5 No – 0

Motion by Onjalé Scott Price: That the Town of Falmouth continues to tax all classes at the same rate by adopting a factor of “1” and to reject the residential, commercial, and open space exemption Second: Sam Patterson Vote: Yes – 5 No – 0

Application for an Entertainment License – Olive Restaurant, Inc. d/b/a/ Shiverick’s Café & Bar, 285 Main Street, Falmouth

Ms. Scott Price read out the public hearing notice.

The applicant, Elias Gregoriadis, was present. Abutters were invited to speak to this application. Before public comment, Mr. Patterson raised the concern about amplified music in close proximity to abutters, and Chair Taylor asked if the applicant would be open to modifying the license from closing at 1:00 a.m. to closing at 11:00 p.m.

Public comment:

Linda Tsimortos – An abutter, Ms. Tsimortos said she was passionate about this issue, partly because of her experience with another establishment. When asked, she said she agreed that the suggested modification of an 11:00 closing time was reasonable, and said she also wanted volume control.

Marc Finneran – Mr. Finneran said that the applicant deserves the same license as other businesses on Main St. which have operated with no problems. He said the applicant’s family has operated other businesses in Town for decades, and to “penalize him before he is out of the box is unfair and inconsistent.”

Louis Carboni – Mr. Carboni made random comments that did not pertain to the hearing. Chair Taylor, after several invitations to him to speak to the licensing issue, directed Mr. Carboni to be seated. When Mr. Carboni did not comply, Chair Taylor asked the Town Manager for a police officer to address the disruption, and for a motion to close the hearing.

Motion by Onjalé Scott Price: To close the hearing Second: Sam Patterson Vote: Yes – 4 No – 0 (Mr. Zylinski was not present for vote.)

5-minute recess called by Chair Taylor due to the disruption

Select Board reconvened at 7:56 after a brief recess. Chair Taylor apologized to the public for the disruption. The Board returned to the issue of the application for the entertainment license.

Mr. Patterson, to support the business, suggested a compromise of 11:00 p.m. closing for entertainment on weeknights, and on Fridays and Saturdays, 1:00 a.m. Mr. Zylinski noted that no notified abutters came to the hearing, so the applicant should be treated the same as other Main St. businesses.

Motion by Sam Patterson: To approve the application as submitted Second: Scott Zylinski

At this point, Peter Johnson-Staub said that he was not certain about the details of other Main St. businesses regarding entertainment, and that if there were complaints, it is more challenging to restrict an already-approved license. He cautioned that there may be standards involved regarding showing cause for restrictions in those cases.

Vote: Yes – 5 No - 0

Flow Neutral Bylaw – Evaluation of Request for Variance – New Creek LLC – 13 Davis Straits, Falmouth (parcel 39 15 049D 004), continued from August 22, 2022, September 26, 2022, October 24, 2022; November 7, 2022

Ms. Scott Price read out the public hearing notice.

Peter Johnson-Staub advised the chair that the Board could entertain a motion that would allow the applicant to withdraw the pending application without prejudice.

Motion by Scott Zylinski: To allow the applicant to withdraw the pending application without prejudice. Second: Sam Patterson Vote: Yes – 5 No - 0

BUSINESS #2

Report – Board of Health

Diana Molloy, Board of Health Chair, began the annual presentation, explaining the approximately 15 slides that comprised the report, the entirety of which was in the Select Board packet. BOH activities highlighted in the report included proposed Title 5 changes, COVID 19 updates, solid waste regulations, commercial septic-related concerns, housing complaints, stable regulations, local septic regulations, and pool-related issues. Chair Molloy also praised Scott McGann, Health Agent, and his team for tireless and invaluable service, especially during recent challenges due to the pandemic.

The Select Board also offered its thanks to Scott McGann, and to Chair Molloy for the BOH report.

Consider votes to amend inter-municipal agreement among the towns of Falmouth, Sandwich, Mashpee and Bourne, Massachusetts for the maintenance and operation of a regional municipal services facility at the Joint Base Cape Cod

Peter Johnson-Staub briefly reviewed the issue, referring to the two suggested motions to bring about the two actions related to this item. Ray Jack, who represented Falmouth on the 4-town collaborative, was present to answer questions.

Mr. Jack first presented a brief overview of the history of the transfer station, its use and value to the towns that use it, and changes that have occurred over the years. His overview highlighted the following points:

- The transfer station was created in 1987, providing the removal of solid waste from Upper Cape towns.
- The first goal was, by transferring solid waste by train, to alleviate truck traffic from crossing bridges.
- Changes have occurred over the years regarding which towns continue to use and maintain the station.
- Maintenance of the station is now managed by Cavossa, providing a fee return to the Town of approximately \$35,000 currently. This return will increase if Bourne withdraws from the agreement.
- The facility is a major resource for the Town, both now and into the future, for the removal of solid waste.

Mr. Jack recommended that the Select Board approve both amending the agreement and extending the term of the amended agreement among the 3 towns.

Questions from Select Board:

- What is the future of SEMASS? (Mr. Jack said because no more facilities of that type are being permitted, its future is limited.)
- What is the acreage at the site, and can it be used for other purposes, such as composting? (Mr. Jack said that the acreage is 18.76 and only approximately 5 are currently being used. Other uses such as composting are being considered. Mr. Johnson-Staub said that the agreement is not confined to the rail transfer station and allows for considering other uses.)
- Why does Bourne wish to withdraw from the agreement? (Mr. Johnson-Staub said that Bourne's action is likely due to having its own station now and that Bourne may wish to avoid possible unknown future costs connected with the joint rail station. He reiterated that there are no costs to participating towns currently.)

Chair Taylor noted that Mr. Johnson-Staub had recommended approval of both motions in his Preliminary Report.

Motion by Onjalé Scott Price: That the Board approve an Amendment to the Intermunicipal Agreement among the Towns of Falmouth, Sandwich, Mashpee and Bourne For the Maintenance and Operation of a Regional Municipal Services Facility at the Joint Base Cape Cod, dated July 1, 2018, for the purpose of effecting the Town of Bourne's withdrawal from the intermunicipal Agreement prior to the December 31, 2022 Agreement termination date. Second: Sam Patterson Vote: Yes – 4 No – 0 Abstain – 1 (Scott Zylinski)

Motion by Onjalé Scott Price: Further, that the Board vote pursuant to Article XIV of the *amended* intermunicipal Agreement among the Town of Falmouth, Sandwich and Mashpee to extend the term of said Intermunicipal Agreement to June 30, 2026 upon the mutual agreement of said Towns. Second: Sam Patterson Vote: Yes – 4 No – 0 Abstain – 1 (Scott Zylinski)

Vote to approve request from Wendy Y. Hill, Trustee of the 75 Nashawena Street Nominee Trust, owner of 75 Nashawena Street to apply to the Conservation Commission for invasive species management within the layout of Nashawena Street and on the abutting property to the North owned by the Town of Falmouth

Mike Borselli from Falmouth Engineering, speaking for owner Wendy Hill, said that Ms. Hill wishes to do work on her property managing invasive species, and since her property abuts Town-owned land along West Falmouth Harbor, the work would extend to that property to avoid future re-invasion of non-native species such as bittersweet and phragmites growing in the native buffer.

Motion by Douglas Brown: To approve the application to the Conservation Commission for invasive species management. Second: Sam Patterson Vote: Yes – 5 No – 0

Consider allocation of \$120,000 from Direct American Rescue Plan funds to Edward Marks Building Improvements

Mr. Brown, liaison to the Edward Marks Building Committee, said he is not surprised that the work on the building is requiring more funding as the project progresses.

**Motion by Douglas Brown: To approve the requested allocation. Second: Scott Zylinski.
Vote: Yes – 5 No – 0**

Announce April 2023 Town Meeting schedule

Peter Johnson-Staub orally presented the schedule, saying it is similar to past spring Town Meeting schedules with incorporated calendar changes.

**Motion by Douglas Brown: To approve the April 2023 Town Meeting schedule Second: Sam Patterson
Vote: Yes – 5 No – 0**

Approve Annual License Renewals for 2023

Chair Taylor reiterated that there is no longer a need to read aloud all the licenses and addresses as long as they are listed on the agenda.

Motion by Sam Patterson: To approve all license application for each of the types of applications provided to us Second: Onjalé Scott Price Vote: Yes – 5 No – 0

CONSENT AGENDA

1. Licenses
 - a. Approve Application for Transfer of a Common Victualler License – J2 Bagels, Inc. d/b/a Cape Cod Bagels, 419 Palmer Avenue, Falmouth
2. Administrative Orders
 - a. Vote Appointment of Town Accountant, Victoria Rose
 - b. Approve a Grant of License to Michael & Linda Lambert to maintain an existing post and lattice fence along the southwestern edge of the property encroach onto the road layout at 30 Davis Road
 - c. Approve request to withdraw up to \$16,000 from the Manduano Gift Account (28-632-5657-5780) to fund the construction of 5 parking attendant booths by Upper Cape Tech. students using the design by Jill Neubauer Architects Inc.
 - d. Approve request from Falmouth Housing Corporation for a Waiver of the Building Permit Fees for the Scranton Main Senior Affordable Housing Project, located at 763 Main Street
 - e. Vote to accept donation from the Roger & Kathy Marino Foundation to the Falmouth Fire Rescue Department donation account in the amount of \$500.00
 - f. Vote to approve expenditure in excess of \$500.00 from the Falmouth Fire Rescue Department donation account to purchase a new replacement commercial grade range for the Fire Department Headquarters

Items c and d under Administrative Orders were held. Chair Taylor recused herself from the vote on d.

Motion by Chair Taylor: To approve all items under the Consent Agenda except for “c” and “d” under Administrative Orders Second: Onjalé Scott Price Vote: Yes – 5 No – 0

Item c- Douglas Brown said that the Beach Committee would be returning to the Board for more funding for additional structures. Maggie Clayton, Beach Superintendent, addressed a question about the design of the hut and its functionality. Barbara Schneider, Chair of the Beach Committee, said that there had been discussion about a

counter on the hut and how best to take that need into account. She also spoke about future plans for additional huts, possibly involving kits for constructing them. Ms. Schneider said the committee is actively involved in continuing to provide the huts and would be returning to the Board when appropriate. Mr. Brown thanked Jill Neubauer Architects, Inc. for the design of the huts.

Motion by Onjalé Scott Price: To approve Second: Sam Patterson Vote: Yes – 5 No – 0

Item d -

Motion by Onjalé Scott Price: To approve Second: Sam Patterson Vote: Yes – 4 No – 0 Abstain: 1 (Nancy Taylor)

MINUTES

Review and Vote to Approve Minutes of Meetings

Public Session – October 3, 2022; October 24, 2022

Motion by Sam Patterson: To approve and release Open Session Minutes 10/3/2022 Second: Onjalé Scott Price. Vote: Yes – 5 No – 0 (October 24, 2022 minutes– held)

Executive Session – September 12, 2022

Peter Johnson-Staub said there are two executive session items for 9/12/2022. The first item can be released, he said. The second set he would recommending holding. Sam Patterson noted that he didn't see a recorded vote on the second one and it would need a correction. He said if that were clarified, the Board could pass it as edited. There was further discussion about what portions of the minutes should not be released.

Motion by Sam Patterson: To approve Executive Session minutes for 9/12/2022 Items listed as 2, 3, and 4, with correction, and not release for public access. Second: Onjalé Scott Price. Vote: Yes – 5 No – 0

Motion by Sam Patterson: To approve Executive Session Minutes for 9/12/2022 Item #1, and release for public access Second: Onjalé Scott Price. Vote: Yes – 5 No – 0

TOWN MANAGER'S SUPPLEMENTAL REPORT

Peter Johnson-Staub provided updates on two topics:

- FAHF – 2 applications for funding have been received; balance of over \$7M currently in the fund - \$2.5M for the 2 projects and \$5.8 M for anticipated applications; the CPC will be asked to allocate an additional \$3M at April Town Meeting; the Town will propose allocating \$925K from tax revenues
- Mayflower Wind - They have not filed an updated plan, so everything is on hold that would result from that. A future SB agenda item would address their request for an updated access agreement involving 3 additional parks.

SELECT BOARD REPORTS

Sam Patterson reported on the following:

- Attendance at a CPC meeting where \$2.5M to \$3M FAHF funding was talked about. Mr. Patterson said that the CPC seemed to support adding additional CPA funding to the FAHF.
- Peter Clark's communication supporting Comcast's reduced rates for eligible people to have more affordable internet services
- Cape and Islands Municipal Leaders meeting at the Seacrest on Friday, discussing Title 5 regulations
- Mass Municipal Association Annual Meeting on January 20 in Boston

Douglas Brown reported on the following:

- The value of the Friday meeting at the Seacrest
- Possible consensus regarding a comment letter to send to MADEP re: Title 5

Scott Zylinski reported on having attended the Eagle Scout ceremony, which he called a "very eye-opening and touching ceremony." He said the ceremony highlighted the basics of teaching men how to be men.

Onjalé Scott Price reported on the following:

- Touring the wastewater treatment facility, mentioned earlier under Recognition
- A Habitat for Humanity build on Tuesday at Willett Way

DISCUSSION OF FUTURE AGENDA ITEMS

Onjalé Scott Price asked to remove her previous request to put Housing to Protect Cape Cod on an agenda.

Douglas Brown asked for a future item regarding extending the sewer line to East Falmouth, including funding options, possible use of infrastructure money, and what kind of funding can be used for design. He said Mass Housing One Stop is a good first step for design.

ADJOURN

Motion by Onjalé Scott Price: To adjourn Second: Sam Patterson Vote: Yes – 5 No – 0

Respectfully Submitted,
Carole Sutherland, Recording Secretary

DRAFT