

## **OPEN SESSION**

## **BUSINESS**

4. Update – Emerald Properties Affordable Housing and Community Play Space Plan (5 minutes)



## Town of Falmouth

Planning Department

59 Town Hall Square, Falmouth, MA 02540

(508) 495-7440 [planning@falmouthma.gov](mailto:planning@falmouthma.gov)

To: Peter Johnson-Staub, Interim Town Manager

From: Jed Cornock, Town Planner

Date: May 19, 2023

**RE: Emerald Properties Project Update**

As you know, on February 27, 2023, Kim Fish and I provided a brief presentation to the Select Board that outlined a plan to pursue affordable housing and an all-inclusive, multi-generational playspace on town owned property in East Falmouth. Specifically, the presentation included a historical summary, a future "Master Plan" for the properties (housing on 81 Davisville Rd and the playspace on 67 Davisville Rd), and a process for moving it all forward. This was done to update the Select Board on the progress made and importantly, to obtain their approval to move forward with the project's civic engagement program.

Unfortunately, shortly after securing the Select Board's approval to begin civic engagement, it was discovered that the 200-foot Riverfront buffer line was inaccurately shown on the plan prepared by the consulting engineer, resulting in far less developable area on both properties. Staff immediately paused the public engagement program until the error could be addressed and rectified.

Now with a corrected plan in hand, Kim and I are back to present it to the Board and once again, request their approval to move forward with the civic engagement process of the project.



**OPEN SESSION**

**BUSINESS**

5. Update – Nobska Light land disposition (15 minutes)



May 15, 2023

Michael Palmer, Town Clerk  
Town of Falmouth  
59 Town Hall Square  
Falmouth, MA 02540

Email: [michael.palmer@falmouthma.gov](mailto:michael.palmer@falmouthma.gov)

RE: Nobska Lighthouse (the Property)

Dear Michael Palmer:

The United States General Services Administration is pleased to join the National Park Service and the United States Coast Guard in implementing the National Historic Lighthouse Preservation Act of 2000 (NHLPA). NHLPA provides a mechanism for the preservation and disposition of historic lighthouses and light stations.

NHLPA, an amendment to the National Preservation Act of 1966, allows lighthouse properties to be transferred at no cost to Federal agencies, state and local governments, nonprofit corporations, educational agencies or community development organizations. It recognizes the educational, recreational and cultural value of these unique properties.

Under Section 305106 of the NHLPA, the Property will be sold if it is not transferred to a public body or non-profit organization.

Enclosed please find a Notice of Availability for **Nobska Lighthouse, Woods Hole, Falmouth, Massachusetts** for your review and consideration. This notice describes the property and the application process.

Should you require additional information or have any questions regarding this matter, a member of your staff may contact Sonia Allon-Singh at 617-306-8615 or email [sonia.allon-singh@gsa.gov](mailto:sonia.allon-singh@gsa.gov).

Sincerely,

DocuSigned by:

A handwritten signature in black ink that reads "John Kelly".

John P. Kelly, Director  
Real Property Utilization and Disposal  
Public Buildings Service

Enclosures

**NATIONAL HISTORIC LIGHTHOUSE PRESERVATION ACT OF 2000  
NOTICE OF AVAILABILITY  
MAY 15, 2023**

**NOBSKA LIGHTHOUSE  
WOODS HOLE, FALMOUTH, MASSACHUSETTS**

Nobska Lighthouse (the Property) described on the attached sheet has been determined to be excess to the needs of the Department of Homeland Security United States Coast Guard (USCG). Pursuant to the National Historic Lighthouse Preservation Act of 2000, 54 U.S.C 305101 (NHLPA), the Property is being made available at no cost to eligible entities, defined as Federal agencies, state and local agencies, non-profit corporations, educational agencies, or community development organizations for educational, park, recreational, cultural or historic preservation purposes.

Pursuant to Section 305106 of the NHLPA, the Property will be sold if it is not transferred to a public body or non-profit organization.

Any eligible entity with an interest in acquiring the described property for a use consistent with the purposes stated above should submit a letter of interest to the U.S. General Services Administration (GSA) within 60 days from the date of this notice (July 14, 2023).

Letters of interest should include:

- Name of property
- Name of eligible entity
- Point of contact, title, address, phone and email
- Non-profit agencies must provide either a copy of their state-certified articles of incorporation or evidence that an application has been filed.

Eligible entities that submit a written letter of interest will be sent an application from the United States Department of the Interior, National Park Service (NPS) and given an opportunity to inspect the Property. Building inspectors and/or contractors may accompany the applicant on the inspection.

The completed applications are due within ninety (90) days from the date of the site inspection. The NPS will review the applications and may recommend an eligible applicant to receive the Property. If a recommendation is made, the General Service Administration (GSA) will complete the conveyance to the eligible applicant with a Quitclaim Deed. For more information on the NHLPA, please see the National Park Service's website at: <http://www.nps.gov/history/maritime/nhlpa>.

**Letters of interest should be directed to:  
U.S. General Services Administration  
Real Property Utilization and Disposal Division  
10 Causeway Street - 11<sup>th</sup> Floor  
Boston, MA 02222  
Attention: Sonia Allon-Singh ([sonia.allon-singh@gsa.gov](mailto:sonia.allon-singh@gsa.gov))**

**National Historic Lighthouse Preservation Act  
Notice of Availability  
May 15, 2023**

<b>GSA Control No.</b>	MA-0950-AA
<b>Property Identification</b>	Nobska Lighthouse, onshore in Woods Hole (Falmouth), Massachusetts
<b>Property Location</b>	Located in Falmouth, MA, on Nobska Road Latitude: 41.515779° N Longitude: -70.655157° W
<b>Property Description</b>	<p>The white cylindrical Nobska Lighthouse Tower, built in 1876 consists of four “rings” of iron panels. The tower height is 40 feet and is capped with a standard cast iron lantern. It currently houses a fourth order Fresnel lens which will be retained by the USCG.</p> <p>Along with the lighthouse the following structures are located on the four-acre Property. The original keeper’s quarters, a brick oil house, and paint lockers were all built in 1876. The second keeper’s quarters which is connected to the original was added in 1900. The garage was built in 1931 and the radio building beacon was built in 1937. The keeper’s quarters are cape style wood frame buildings with gabled roofs.</p> <p>The Property is accessible from Nobska Road east of the harbor entrance. It is an active aid to navigation operated by the U.S. Coast Guard (USCG).</p>
	 <p>Photo by Jeremy Dentremont</p>
<b>Condition of Property</b>	The Property is offered “AS IS” and “WHERE IS” without representation, warranty, or guarantee as to quality, quantity, title, character, condition, size or kind.
<b>Range of Possible Uses</b>	Under the NHLPA, the Property may be obtained for educational, park, recreational, cultural, or historic preservation purposes.
<b>Commercial Activities</b>	Commercial activities are prohibited unless approved by the Secretary of the Interior.
<b>Utilities</b>	Procurement of utility services shall be the responsibility of the grantee as of the date of conveyance. Applicants are urged to contact the utility providers for information on availability.
<b>Historical Information</b>	The Light Tower and the Keeper’s Quarters were listed on the National Register of Historic Places in 1987, reference number 87001483. The selected recipient must maintain the Property in accordance with the Secretary of Interior’s Standards for Rehabilitation, and with USCG Fresnel guidelines. Historic preservation covenants will be incorporated into the deed. The Fresnel lens will not be conveyed with the Property. However, the applicant may submit an application to the USCG for loan of the lens.
<b>Aids to Navigation (ATON)</b>	The Aid to Navigation (ATON) will remain the personal property of the USCG. The signal light flashes white once every six seconds and is visible for 13 miles in clear weather. The sound signal is two blasts every 30 seconds, and is rated at 0.5 nautical

	miles, but can be heard further depending on the atmosphere and the wind.
<p><b>Easements to be retained by the USCG</b></p>  <p>Photo by Jeremy Dentremont</p>	<ol style="list-style-type: none"> <li>1) An easement to benefit the USCG to keep, locate, service, maintain, operate, repair and replace the ATON and any and all associated equipment, on the Property.</li> <li>2) An easement to benefit the USCG to relocate or add any ATON and any and all associated equipment or make changes on any portion of the Property as may be necessary for navigational purposes</li> <li>3) An easement to benefit the USCG for the purpose of ingress and egress, to and across the Property to maintain, operate, service, repair, and replace equipment as necessary to support its ATON mission.</li> <li>4) An easement to benefit the USCG for the purposes of preserving an Arc of Visibility from the Property to the shoreline within the radial arc of 360 degrees true and the stipulation that nothing will be constructed, maintained or permitted of a height sufficient to interfere with or obstruct the Arc of Visibility of said light.</li> <li>5) An easement to benefit the USCG for the purpose of sounding, in certain weather conditions, a fog signal horn.</li> </ol>
<b>Current Tenant</b>	The Friends of Nobska Light, through a Memorandum of Understanding with the Town of Falmouth has a lease that expires on December 31, 2026
<b>Environmental Information</b>	Based on the age of the structure, lead-based paint and asbestos may be present. The property is located in a FEMA Flood Zone AE.
<b>Inspection</b>	Inspection for eligible applicants will be arranged by the US General Services Administration, after the 60-day Notice has expired.
<b>Notice Response Due Date</b>	60 days from date of Notice of Availability (NOA)



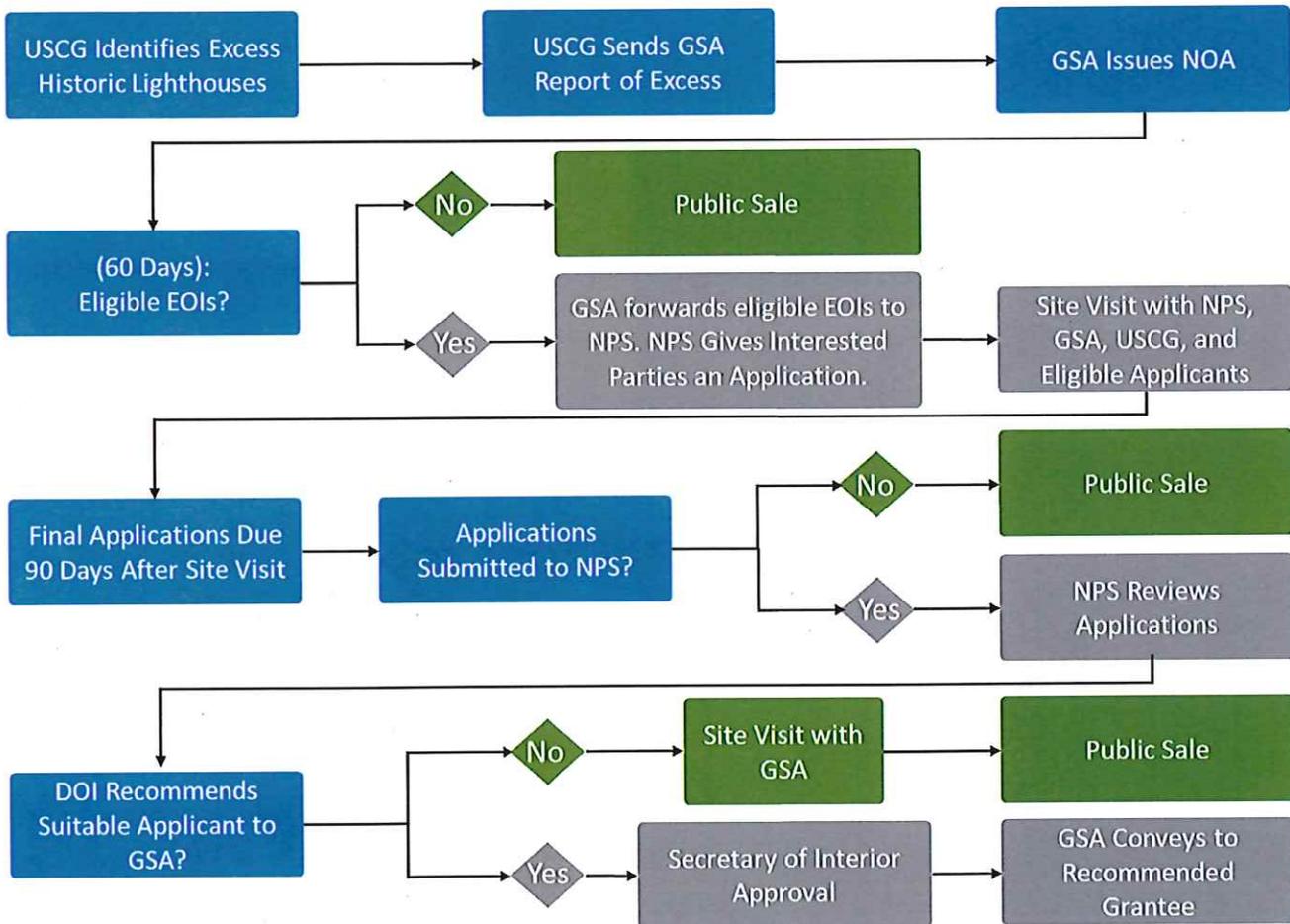
## The NHLPA provides a mechanism for the conveyance of Federally-owned historic light stations to qualified new grantees.

The National Historic Lighthouse Preservation Act of 2000 (NHLPA), P.L. 106-355 amends the National Historic Preservation Act of 1966 (NHPA).

The NHLPA gives priority to public bodies and nonprofit corporations to acquire a historic light station at no-cost through a competitive application process administered by the National Park Service (NPS). If no grantee is identified through this process the NHLPA authorizes the General Services Administration (GSA) to conduct a public sale of the light station.

### NHLPA Process Overview:

The United States Coast Guard (USCG), GSA, and NPS work together to ensure that the Federal government identifies the best grantee available for a historic light station.



#### USCG

- Identifies which historic light stations are in excess of its needs
- Submits to the GSA a Report of Excess (ROE) for each excess light station

#### Learn more about the lights in the NHLPA program at the following websites:

National Park Service Lighthouse Heritage Program  
[www.nps.gov/maritime/nhlpa/intro.htm](http://www.nps.gov/maritime/nhlpa/intro.htm)

GSA Real Property Sales  
[www.realestatesales.gov](http://www.realestatesales.gov)

GSA Resources for NHLPA Customers  
<https://disposal.gsa.gov/s/lighthouseprogram>



**GSA**

- Announces the availability of the light station to federal, state, and local government organizations and nonprofit organizations through the issuance of a Notice of Availability (NOA)
- Responsible for reviewing the Environmental Questionnaire and responding within 30 days with approval to NPS
- Organizes site visits for applicants
- Conveys to the selected grantee the title to the property as a no-cost transfer
- Conducts public sale of light station, if needed

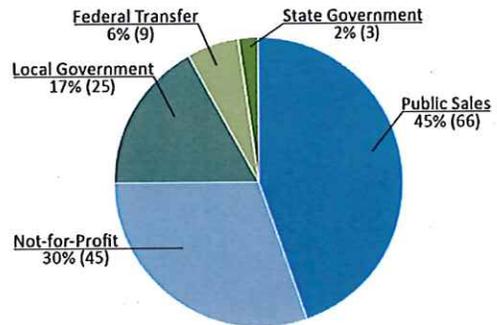
**NPS**

- Forwards the NHLPA application to all eligible entities that submit expressions of interest (EOIs) during the NOA period
- Manages the application process to review and evaluate submissions
- Determines the most suitable applicant for each historic property
- Ensures grantees maintain compliance with NHLPA requirements after conveyance.

**NHLPA Highlights**

- Since the enactment of the NHLPA in 2000, GSA has transferred approximately **148 lights** to eligible entities.
- Public bodies, including nonprofits, received **55 percent** (82 lights) through no-cost transfers.
- 45 percent (66 lights) have been conveyed through public sales, generating more than **\$8 million**.
- The largest proceeds from a public sale were generated in 2013 when the Graves Light was sold for **\$933,888** in a public auction.
- In 2016, the **transfer of eight lights (through public sales)** set the record as the largest number transferred by auction in a single year.
- In 2021, GSA held a **public sale of the Penfield Reef Lighthouse**. The purchaser will receive the deed once a bottomlands occupancy agreement is established with the state.

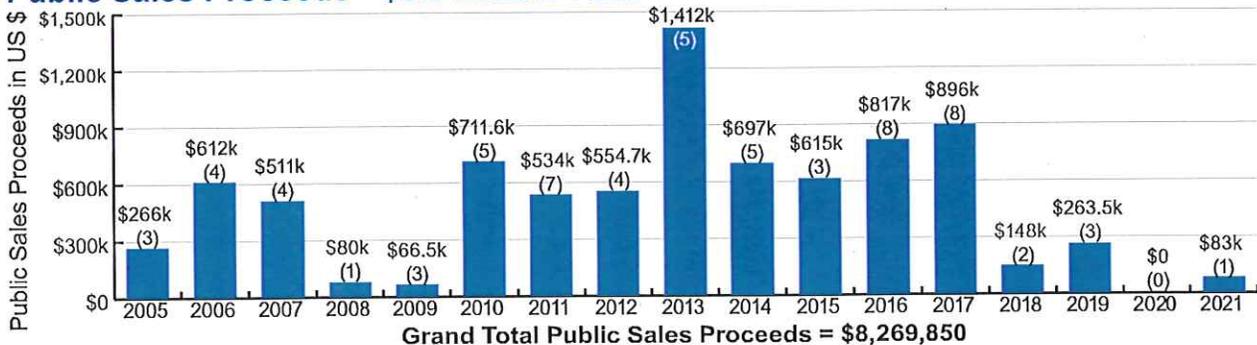
**Total No-Cost Transfers and Public Sales by Grantee Type**

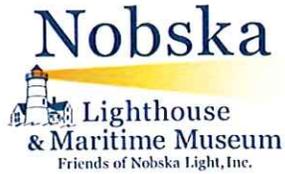


**Interested in Acquiring a Light Station?**

Review the NOAs posted online at <https://disposal.gsa.gov/s/> and [www.nps.gov/maritime/nhlpa/noa.htm](http://www.nps.gov/maritime/nhlpa/noa.htm).  
 Check out the light stations listed for public sale at [www.realestatesales.gov](http://www.realestatesales.gov).  
 Follow all posted instructions to submit an EOI within 60 days of the NOA posting.

**Public Sales Proceeds—\$8.3 Million Total**





Kathleen Walrath, President & CEO  
Friends of Nobska Light, Inc  
P.O. Box 183  
Falmouth, MA 02541  
[President@FriendsOfNobska.Org](mailto:President@FriendsOfNobska.Org)  
Phone 774-763-6453  
Cell Phone 708-655-3808

May 16, 2023

U.S. General Services Administration  
Real Property Utilization and Disposal Division  
10 Causeway Street - 11th Floor  
Boston, MA 02222  
Attention: Sonia Allon-Singh ([sonia.allon-singh@gsa.gov](mailto:sonia.allon-singh@gsa.gov))

Dear Sonia Allon-Singh:

As President and Chief Executive Officer of the Friends of Nobska Light, Inc, I submit this letter notifying you of our interest in applying for the transfer of Nobska Lighthouse located in Woods Hole, Falmouth, Massachusetts to our organization as permitted under the National Historic Lighthouse Preservation Act of 2000.

The Friends of Nobska Light, Inc, a 501(c)(3) registered in the state of Massachusetts, is currently licensed through a memorandum of understanding with the United States Coast Guard and the Town of Falmouth. This agreement outlines the process by which we accomplish our mission to preserve the structures, conserve the surrounding landscape, enable public access, and establish a maritime museum on premises at Nobska. We look forward to this next phase in Nobska's history.

I, Kathleen Walrath, will be the primary contact for this application. My full contact information is provided above.

Thank you for this opportunity.

Sincerely,

Kathleen Walrath  
President & CEO, Friends of Nobska Light, Inc

Enclosure: Copy of the Friends of Nobska Light, Inc state-certified articles of incorporation

**OPEN SESSION**

**BUSINESS**

6. Annual report – Commission on Disabilities (15 minutes)

## Report from the Commission on Disability to Selectboard, May 22, 2023

The Commission on Disabilities continues to function despite a need for members. At this point in time there are five members, plus we welcomed our ADA coordinator and liaison to the town, Susan Lumping. We have 2 other non-disabled and three disabled on the commission right now, with one other person expressing interest in a non-disabled seat, leaving seats for 2 other disabled persons. Without full membership we have had an issue with meeting quorum, leaving financials, for instance, unable to be accepted since November of 2022. We finally had a quorum in May, the first time since November. If one person is out and then someone does not show, we end up unable to make progress on initiatives. Luckily with Wellness Fair on the table, it did not require a vote so we could plan for the event.

Wellness Fair—April 22, 2023. We had 15 vendors, down significantly from pre-pandemic fair. Problem was in organizations being unable to get people from their organization to volunteer for four hours to represent their organization, despite their wish to attend fair. The 15 we did have had a variety of services, those who did come through the door, happy with the variety of organization and found information they thought was valuable for themselves or a family member.

Vendors were pleased with the organization and planning of fair, as well as, their ability to network with other vendors and find services they could use for the clients they had from the other organizations.

Again, because people called out, there were only three of us to run fair. Thankfully, the Cape Cod Healthcare Bloodmobile team were able to help set up tables and aid in getting tablecloths on, while Chris Lumping blew up balloons and did many invaluable things to help make the fair run smoothly. The COD is indebted to Chris for all his hard work.

Play Space- Although the selectboard has yet to see the redesign of the Emerald property project, it is safe to say that the redesign of the Emerald property has been received, and the play space has gained the necessary land to appropriately use the original design. As of now, our original landscape designer will not be able to work on the plans and build going forward, Jed (planning Director) and Maureen

Thomas, CPC have to figure out if he ever did the master plan , which was on the specs of what he was supposed to accomplish and give us, or if we are going to have to bring someone else in to complete that with the plans that we have, if the plans will need to be flipped, or if they can be use in the design as they stand as of now. According to Jed, there are still tweaks that need to be done to plans before they are ready to be presented formally to the selectboard.

Beaches- We are working with Jim Grady to ensure the placements of the Mobi mats are such to afford the disabled the same access to the beaches in Falmouth as the non-disabled beach goers. Beach Superintendent has given Jim a plan and he has consulted the COD to make sure we agree. At this pint they appear to be in places that allow equal access, once they are on the beaches, we will check out the various beaches to ensure they work where they are placed.

International Persons with Disabilities Day, which is a day to recognize those across the globe who have disabilities. A United Nations initiative, it is a day when the largest minority group in the world take part in activities to highlight the needs of the disabled. The Falmouth COD, in keeping with this year's theme—invisible impairments, had the obstacle course at the Recreation Center for the public to navigate. Students from UCR and FHS and a few people from the public along with Boy Scouts from Falmouth, set up the course and “spotted” people as they tried to maneuver the course. It was noted by the commissioners that it would have been nice had Town hall employees or the selectboard members had supported the COD in this endeavor or other initiatives the COD present.

Volunteers were hard to find for these initiatives, as the disabled are not seen as important and other town wide activities take precedent. During the Wellness Fair earth day activities took place and on the International Persons with Disabilities the high school had try-outs for various activities, so we had to look elsewhere to get support for the obstacle course, getting help at the last minute.

## **OPEN SESSION**

## **BUSINESS**

7. Presentation and vote to support application to Mass Development for redevelopment of 545 Main Street for workforce housing ( minutes)

545 Main Street  
Former Royal Nursing Home  
Fact Sheet and Project Description

Location: 545 Main Street

Lots Size: 1.76 Acres

Current Zoning: B-2 with Overlay

Proposed Use: Commercial Accommodations with Restrictions

Sewer Service: Yes, in Main Street

Existing On-Site Parking Spaces: Currently approximately 71 Spaces

Former Use: 120 Bed Nursing Home

Current Improvements: 50,000 square foot building  
Fully Fire Sprinkler and Alarm

Years Built: 1968 (Main Building) and 1972 (Extension)

Original Architects: Hellman & Kempton  
Falmouth

Architectural Style: Post-Modern

Propose Use

Seventy one fully furnished workforce housing units (single rooms, studios and 1 bedroom units) with a minimum of 25% of the units restricted to those tenants who earn no more than 80% of the AMI. Rents will include all utilities and leases will be restricted to a minimum of one month term (except the income restricted affordable units will have minimum of 1 year leases ).

All existing rooms and common areas will be fully renovated and the 1972 addition reconstructed. Four or five common use, secured, individual bathrooms will be installed on each residential floor of the round building for the occupants of the single rooms. Half of the single rooms will have their own half baths.

The studios and 1-bedroom units will have private bathroom and small kitchenettes.

All existing mechanical systems will be replaced with energy efficient, electric powered equipment.

Solar panels will be installed on the building's flat roof.

A café / restaurant for use by the residents and general public will be added within the existing building footprint at the front of the building with direct access to the Main Street sidewalk and the new front "plaza".

To supplement the on-site parking spaces, shared electric cars will be provided by Envoy Share Electric Car Company and available exclusively for the residence and will be parked in the rear parking lot with charging station.

Shared bicycles and helmets will also be available for resident's use. There will be bike storage lockers located outside the building for those who own their own bikes.

The existing commercial kitchen located in the basement could be renovated and available for commercial use by the residents and others who may be starting a small food business and need the use of a commercial kitchen part of the day.

The exterior of the building will be preserved and renovated.

The front lawn area will be transformed into a pedestrian "plaza" to be used by the general public and others. The intent of the plaza is to open the visibility of the building to Main Street and to attract pedestrian walking on Main Street to stop, relax and enjoy what will become a special space on Main Street.

On the left side of the building will become an outdoor patio area exclusively for use of the residents.

A co-working lounge will be developed at the rear of the first floor for use by the residents with connections to Open Cape high speed internet service. Other office equipment such as printers, desks / worktables and supplies will be available to the residents.

A small commercial grade kitchen and dining lounge with food storage lockers and vending machines for exclusive use of the residents will also be located on the first floor.

A tenant laundry center and fitness room will be in the basement for exclusive use by the resident.

The building will be occupied 24 hours a day by a professional staff consisting of a resident manager, assistant manager, resident service clerks, housekeepers and building maintenance personnel.

The development team is:

Owner/ Developer: 545 Main Street, LLC  
Michael Galasso

Architect: Keenan + Kenny Architects, Ltd.

Landscape Architect: Tom Lee

Civil Engineer: Falmouth Engineering

Room Furniture: Resource Furniture



# Underutilized Properties

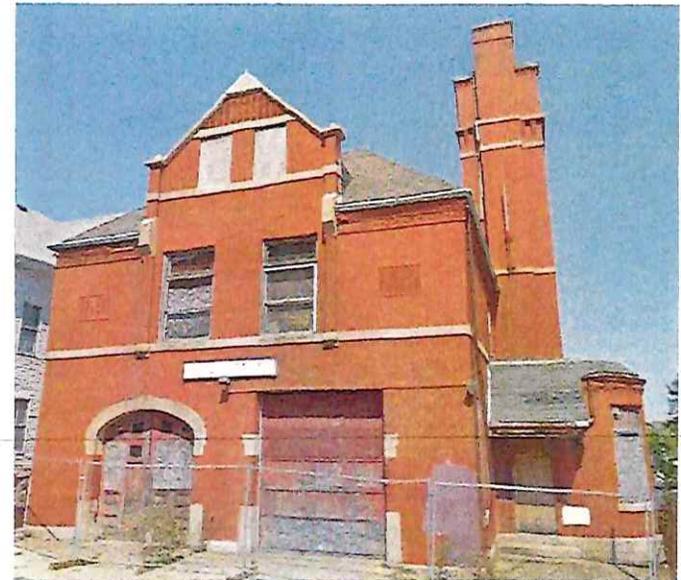
Program Overview



# Program Overview

## Basic Facts

- Authorized by 2021 Economic Development Bill
- \$40M over 5 years (~\$8M per year)
- Program focus:
  - Improve, rehabilitate or redevelop blighted, abandoned, vacant or underutilized properties;
  - Achieve the public purposes of eliminating blight, increasing housing production, supporting economic development projects, increasing the number of commercial buildings accessible to persons of disabilities
- Year 1 priority: capital improvements and code compliance projects (including design of improvements)
- Information available: [MassDevelopment.com/UPP](https://www.massdevelopment.com/UPP)



# Eligibility and Requirements

## Program Highlights

Maximum Award:	No set maximum but typical awards are anticipated to range from \$50,000 to \$2,000,000.
Grant Use:	Site Preparation and Pre-development Activities
Project Commencement:	Priority for projects that can commence within two months of award
Project Duration:	May exceed one (1) year
Project Focus Examples:	Funding for capital improvements essential to the occupancy or increased occupancy; compliance with building code(s).
Eligible Communities:	All municipalities are eligible to apply
Eligible Lead Applicant:	Municipalities, municipal agencies or authorities, economic development and industrial corporations, economic development authorities, non-profit entities and private-sector entities (for-profit entities will need to make public purpose of their project)

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# Program Details

## Buildings (Vertical)

- Capital improvements that are essential to the occupancy or increased occupancy of existing structures, including:
  - building stabilization
  - roof repair
  - HVAC system improvements (provided that they are fully integrated elements of a building structure or site)
- tenant improvements and fit out expenses
- Facilitate compliance with building code(s), fire/life safety system regulations, accessibility requirements, seismic code and other similar regulations



# Program Details

## Pre-Development: Buildings

- Engage the services of architects, engineers, landscape architects and other related professionals to assess building conditions, develop design and construction documents for capital improvement, code compliance and limited demolition
  - Building Condition Studies
  - Structural Engineering Reports
  - Code Compliance Studies
  - Development Feasibility Studies
  - Indoor Survey
  - Seismic Code Assessments
  - Architectural Design



# Application Evaluation

## Award Criteria

- **Eligibility:** Consistent with the categories of eligible uses.
- **Public Purpose:** Eliminate blight, support economic vitality, facilitate production of workforce and low-income housing, increase commercial buildings accessible to persons with disabilities.
- **Capacity and Readiness:** Ability to be complete within fiscal year preferred. Project work should be ready to start within two (2) months (excluding design funding). Demonstrated experience with similar projects.
- **Project Benefits:** Jobs/housing units created; spill-over benefits for community.
- **Financial Need:** Financial need for the support
- **Diversity:** Awards will reflect the geographic and demographic diversity within the Commonwealth (statutory language)
- **For municipalities, public entities, CDCs, non-profits, funding is a grant. For for-profit entities funding is recoverable grant if property sold within five years.**

# Application Process

## Community One Stop for Growth

- Single application portal and collaborative review process for several state grant programs that make targeted housing and economic development investments
- Round opens in January 2021. Accepting Expressions of Interest through April 2021. Full applications due end of June 2021.
- Award decisions expected October/November 2021.
- Website: [Mass.gov/OneStop](https://www.mass.gov/OneStop)

GUIDE

## Community One Stop for Growth

### TABLE OF CONTENTS

- ✓ [About the One Stop](#)
- ✓ [Process Overview and Key Dates](#)
- ✓ [Virtual Sessions \(webinars\)](#)
- ✓ [Submit an Expression of Interest](#)
- ✓ [Submit a Full Application](#)

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# Application Timeline

## Important Dates

- **One Stop Official Launch:** January 21, 2021
- **Webinar 1: One Stop Overview Webinar:** January 28, 2021, 12PM
- **Webinar 2: One Stop Application Guidance Webinar:** February 2, 2021, 12PM
- **Webinar 3: Technology Webinar:** February 4, 2021, 12PM
- **Expressions of Interest Accepting Applications (Optional):** February 8 – April 2, 2021
- **Full Application Accepting Applications:** May 3, 2021 – June 4, 2021
- **Review & Evaluation:** June-September 2021
- **Notification of Award:** October/November 2021
- **Anticipated Contracting:** November/December 2021

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# Questions?

[www.MassDevelopment.com/UPP](http://www.MassDevelopment.com/UPP)

[www.Mass.gov/OneStop](http://www.Mass.gov/OneStop)

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May 3, 2023

Mr. Dan Rivera  
President  
Mass Development  
99 High Street  
Boston, MA 02110

RE: 545 Main Street, Falmouth  
Underutilized Properties Program Application

Dear Mr. Rivera,

We strongly support the application from 545 Main Street, LLC for a grant from your Underutilized Properties Program to acquire and renovate the vacant Royal Nursing Home located at 545 Main Street in downtown Falmouth for drastically needed affordable workforce housing for year-round and seasonal workers.

As you're aware towns on Cape Cod have a severe housing shortage, especially for low and moderate-income employees. Businesses are suffering because they are unable to attract or maintain an adequate number of employees to fully staff their operation.

In addition, schools, police, hospitals and fire departments throughout the Cape are understaffed because of the difficulties in attracting employees who can find housing that they can afford.

This grant from your Underutilized Properties program to 545 Main Street, LLC will help acquire and renovate a long-standing vacant building that is centrally located on our Main Street, is connected to our municipal sewer system, is served by the Sealine bus route of the Cape Cod Regional Transit Authority and will create 71 units of workforce housing .

Renovations include removing all the existing mechanical systems that currently use fossil fuels and replacing them with new electrical mechanical systems powered by solar panels located on the building's roof.

A fully landscaped plaza open to the public will be constructed in the front setback area of the property and will be connected to the Main Street sidewalk by two entry walkways allowing pedestrian to gather on the plaza , enjoy the public art displays, relax and enjoy refreshments served by the Second Cup Café planned for the front of the building.

The Falmouth Select Board supports 545 Main Street LLC application for this grant from Mass Development to repurpose this vacant building located along our Main Street into workforce housing.

Sincerely,  
Falmouth Select Board

Nancy R. Taylor  
Chair

## DRAFT Submitted by Michael Galasso

May 3, 2023

Mr. Dan Rivera  
President  
Mass Development  
99 High Street  
Boston, MA 02110

RE: 545 Main Street, Falmouth  
Underutilized Properties Program Application

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This grant from your Underutilized Properties program to 545 Main Street, LLC will help acquire and renovate a long-standing vacant building that is centrally located on our Main Street, is connected to our municipal sewer system, is served by the Sealine bus route of the Cape Cod Regional Transit Authority and will create 71 units of workforce housing .

Renovations include removing all the existing mechanical systems that currently use fossil fuels and replacing them with new electrical mechanical systems powered by solar panels located on the building's roof.

A fully landscaped plaza open to the public will be constructed in the front setback area of the property and will be connected to the Main Street sidewalk by two entry walkways allowing pedestrian to gather on the plaza , enjoy the public art displays, relax and enjoy refreshments served by the Second Cup Café planned for the front of the building.

The Falmouth Select Board supports 545 Main Street LLC application for this grant from Mass Development to repurpose this vacant building located along our Main Street into workforce housing.

Sincerely,  
Falmouth Select Board

## **OPEN SESSION**

## **BUSINESS**

8. Vote to approve request from Wendy Y. Hill, Trustee of the 75 Nashawena Street Nominee Trust, owner of 75 Nashawena Street to apply for a Grant of License for invasive species management within the layout of Nashawena Street and on the abutting property to the North owned by the Town of Falmouth (5 minutes)

**AMENT KLAUER LLP**

Attorneys at Law  
39 Town Hall Square  
Falmouth, MA 02540

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

Telephone (508) 540-6555  
Fax (508) 457-1293  
Website: [www.amentklauer.com](http://www.amentklauer.com)



March 28, 2023

Peter Johnson-Staub, Interim Town Manager  
*Town of Falmouth*  
59 Town Hall Square  
Falmouth, MA 02540

RE: Request for license to undertake invasive management on Parcel ID No. 24 20  
002 000

Dear Mr. Johnson-Staub:

Our office represents Wendy Y. Hill, Trustee of the 75 Nashawena Street Nominee Trust, being the owner of 75 Nashawena Street as well as the parcel directly across the street bordering on Falmouth Harbor (being Falmouth Assessor Parcel ID No. 24 20 001 000, hereinafter referred to as "Parcel 1"). Previously, Ms. Hill obtained permission from the Selectboard to seek permission from the Conservation Commission to undertake invasive species management within the layout of Nashawena Street and also on the abutting property to the north owned by the Town of Falmouth (being Falmouth Assessor Parcel ID No. 24 20 002 000, hereinafter referred to as "Parcel 2").

On March 21, 2023 the Conservation Commission issued an Order of Conditions allowing for such work, subject to Ms. Hill obtaining a license from the Selectboard allowing the invasive species management within the layout of Nashawena Street and on Parcel 2.

I have prepared the enclosed draft Grant of Revocable License, for review by the Town and appropriate departments. Please do not hesitate to contact me if there are any suggestions or requirements regarding the document. If the document is satisfactory, would you please put the matter of the grant of the license on the Selectmen's agenda and notify me accordingly.

Please do not hesitate to contact me with any questions or concerns. Thanks very much for your consideration of this request.

Very truly yours,



Kevin P. Klauer II

Enclosure

## TEMPORARY GRANT OF ACCESS LICENSE

The TOWN OF FALMOUTH, a Municipal Corporation and political subdivision of the Commonwealth of Massachusetts having its usual place of business at 59 Town Hall Square, Falmouth, Barnstable County, Massachusetts acting by and through its duly elected Select Board, in consideration of One and 00/100 (\$1.00) Dollar and of the covenants contained herein, hereby grants to Wendy Y. Hill, as Trustee of 75 Nashawena Street Nominee Trust (the "Licensee"), the following temporary access license to enter upon Town property located at 0 Nashawena Street, West Falmouth MA 02574 (the "Property"), as illustrated by the highlighted area in **Exhibit A**, attached hereto. For reference see Falmouth Assessor's Map and Parcel number 24 20 002 000.

The License is given for the nonexclusive access to the Property for the purpose of conducting invasive species management, as briefly described below and more fully illustrated in an Order of Conditions issued to the Licensee on March 21, 2023 (the "OOC").

This License is granted upon the following express conditions:

- a. The Term of this License shall commence upon execution by the Select Board, so long as the OOC has been duly recorded with the Barnstable County Registry of Deeds. If the OOC has not been recorded as of the date of execution of this document, then the term of this License shall commence upon recording of the OOC. The term of this License shall continue until the OOC expires or until the Falmouth Conservation Commission issues a Certificate of Compliance in connection with the OOC.
- b. The Licensee shall adhere to all terms and conditions of the OOC.
- c. The License is revocable by the Select Board at any time when they deem it appropriate to revoke the same in the best interests of the Town of Falmouth, public convenience, public safety or the general needs of the Town. The Town may revoke this License by sending a notice to the Licensee at the mailing address of Licensee, 519 Gay Street, Westwood MA 02090, and by thereafter within a reasonable time filing the notice of revocation with the Falmouth Town Clerk;
- f. Upon such revocation, the Licensee shall cease all activity on the Property;
- g. If the Licensee fails to comply with the requirements of this License or the conditions of the OOC, all the expenses of the Town arising from the failure to comply, including attorney's fees, costs and expenses and contractor fees shall be paid by the Licensee to the Town upon demand, and if not so paid, shall, upon the recording of a Notice thereof in the Registry of Deeds or Registered Land Division, constitute a lien on said property, without limiting any other rights of the Town of Falmouth;

- h. This License shall continue permissively throughout the term of the License unless revoked;
- i. The Licensee shall be forever obligated to indemnify, defend and hold harmless the Town of Falmouth, its agents, officers, officials and employees for any and all claims, actions, suits, or demands for personal injury or property damage arising out of the licensed activities and the grant of this License.
- j. Nothing contained in the License shall authorize the Licensee, to do any work or undertake any activity or to continue any activity not otherwise in full compliance with all applicable laws, rules and regulations; and
- k. The terms, conditions, agreements and covenants contained herein shall be binding on the Licensee and its successors. This License is not assignable.
- l. This document shall be filed with the Town Clerk upon execution by the Select Board.

IN WITNESS WHEREOF, the seal of the Town of Falmouth is affixed hereto and these presents executed and delivered in its name and behalf by its Select Board, hereto duly authorized this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

SELECT BOARD OF  
THE TOWN OF FALMOUTH

\_\_\_\_\_  
Nancy R. Taylor, Chair

\_\_\_\_\_  
Onjalé Scott Price, Vice Chair

\_\_\_\_\_  
Samuel H. Patterson

\_\_\_\_\_  
Douglas C. Brown

\_\_\_\_\_  
Edwin P. Zylinski II



**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.

Geometry updated 01/03/2023  
Data updated 07/21/2022

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

## Diane Davidson

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**From:** Diane Davidson  
**Sent:** Thursday, December 8, 2022 1:20 PM  
**To:** Kevin Klauer  
**Cc:** Jennifer Lincoln (jennifer.lincoln@falmouthma.gov)  
**Subject:** Request to Apply to Con. Comm. - Invasive Management - 75 Nashawena St.

Hi Kevin,

During its meeting on Monday, December 5, 2022, the Select Board approved the 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.

Diane

*Diane S. Davidson  
Office Manager/Licensing  
Office of the Town Manager and Select Board  
Town of Falmouth  
59 Town Hall Square  
Falmouth, MA 02540  
[diane.davidson@falmouthma.gov](mailto:diane.davidson@falmouthma.gov)  
(508) 495-7321*

## **BUSINESS #2**

3. 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 (5 minutes)

**AMENT KLAUER LLP**

Attorneys at Law  
39 Town Hall Square  
Falmouth, MA 02540

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

Telephone (508) 540-6555  
Fax (508) 457-1293  
Website: [www.amentklauer.com](http://www.amentklauer.com)

August 17, 2022

Peter Johnson-Staub, Interim Town Manager  
*Town of Falmouth*  
59 Town Hall Square  
Falmouth, MA 02540

RE: Request for permission to apply to Conservation Commission relative to invasive management for Parcel ID No. 24 20 002 000

Dear Mr. Johnson-Staub:

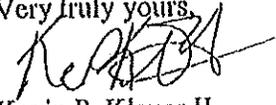
Our office represents Wendy Y. Hill, Trustee of the 75 Nashawena Street Nominee Trust, being the owner of 75 Nashawena Street as well as the parcel directly across the street bordering on Falmouth Harbor (being Falmouth Assessor Parcel ID No. 24 20 001 000, hereinafter referred to as "Parcel 1"). Ms. Hill is in the process of applying to the Conservation Commission in order to undertake invasive species management on Parcel 1 and is requesting the Board's permission to seek approval from the Conservation Commission for that same work both within the layout of Nashawena Street and also on the abutting property to the north owned by the Town of Falmouth (being Falmouth Assessor Parcel ID No. 24 20 002 000, hereinafter referred to as "Parcel 2"). The areas are depicted on the attached plan entitled "Proposed Invasive Management for Parcel 1 Nashawena Street Prepared for Lucius & Wendy Hill in Falmouth, MA" dated June 17, 2022 and prepared by Falmouth Engineering.

This request is simply for Ms. Hill to be able to apply to the Conservation Commission for work within the road layout and on the abutting parcel to the north. If the Conservation Commission were to allow the planting and invasive species management, we would of course have to come back to the Selectboard for a license to undertake the work.

I am not sure if this approval can be granted administratively or if it requires a vote of the Selectboard. If the former, please let me know if this is agreeable. If the latter, please put the matter of the consideration of the applicant's request for permission to apply to the Conservation Commission relative to Parcel 2 on the Selectmen's agenda at your earliest convenience and notify me accordingly of the schedule.

Please do not hesitate to contact me with any questions or concerns. Thanks very much for your consideration of this request.

Very truly yours,

  
Kevin P. Klauer II

Enclosure

**Diane Davidson**

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**From:** Maura O'Keefe  
**Sent:** Thursday, November 3, 2022 11:31 AM  
**To:** Diane Davidson  
**Subject:** Fwd: 75 Nashawena request to the Select Board  
**Attachments:** 75 Nashawena request.pdf

Get Outlook for iOS

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**From:** Maura O'Keefe  
**Sent:** Thursday, November 3, 2022 8:24:32 AM  
**To:** Peter Johnson-Staub <peter.johnson-staub@falmouthma.gov>  
**Subject:** 75 Nashawena request to the Select Board

Peter,

You may remember the attached request from Ament Klauer on behalf of their clients at 75 Nashawena to appear before the Select Board. They are seeking preliminary approval for a project to perform work on land owned by the Town situated across the street from their house along Snug Harbor.

You referred this to me and based upon the information I gathered from the Con Com, I informed Mr. Klauer that he should make application to the Con Com first, before seeking a license from the Select Board. I am now informed that Mr. Klauer must ask the Select Board for initial, conditional approval first before going to the Con Com. I am told that the Con Com needs some indication that the owners at 75 Nashawena will be able to secure the license from the Select Board before considering the project.

So, I am binging this back to you to place on an agenda for the Select Board to consider. At this stage, the owners of 75 Nashawena are not asking for a license. They are only asking for conditional, preliminary approval to proceed with their application to the Con Com.

I'm happy to chat with you about this to sort out what, to me, is a process with a lot of question marks.

Maura E. O'Keefe  
Town Counsel  
Town of Falmouth  
157 Locust Street  
Falmouth, MA 02540  
(508) 548-8800



When responding, please be aware that the Massachusetts Secretary of State has determined that most email correspondence is public record and therefore cannot be kept confidential.

## **OPEN SESSION**

## **BUSINESS**

9. Vote to approve request from Wilkinson Ecological Designs on behalf of Brian Halligan, owner of 110 Oyster Pond Lane, to apply to the Conservation Commission for invasive species management on the adjacent property owned by the Town of Falmouth at 0 Oyster Pond Lane (5 minutes)

## Diane Davidson

---

**From:** Mathew Lautenberger <M.Lautenberger@wilkinsonecological.com>  
**Sent:** Tuesday, May 9, 2023 3:24 PM  
**To:** Falmouth Selectboard  
**Cc:** Christine LoVico; Caitrin Higgins; Allison Gartmayer  
**Subject:** 0 Oyster Pond Lane - Invasive Removal on Town land Request  
**Attachments:** 20230501\_Oyster Pond\_0\_FAL\_Select Board Letter\_FINAL (1).pdf

Hello members of the Falmouth Select Board,

My name is Mathew Lautenberger, I am a project manager for Wilkinson Ecological Design. Attached to this email is our letter outlining plans for invasive species management at 0 Oyster Pond Lane, Falmouth, and requesting permission from the Falmouth Select Board to submit an NOI to the Conservation Commission.

Please let me know if you have any questions, and when or if you'd like us to attend a hearing to discuss our request.

Thanks,  
Mathew

**Mathew Lautenberger, MS** | Associate Project Manager

**WILKINSON ECOLOGICAL DESIGN, INC.**

28 Lots Hollow Road | Orleans, MA 02653  
508-241-6605

*Please consider the environment before printing this email.*

*Confidentiality Notice: The information contained in this message and any attachment may be proprietary, confidential, and privileged or subject to the work product doctrine and thus protected from disclosure. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by replying to this message and deleting it and all copies and backups thereof. Thank you.*

# WILKINSON

ECOLOGICAL DESIGN™

28 Lots Hollow Road | Orleans, MA 02653  
Tel:(508)255-1113 | Fax:(508)255-9477

Attn: Nancy R. Taylor, Chair  
Select Board  
59 Town Hall Square  
Falmouth Town Hall  
Falmouth, MA 02540

05/01/2023

## **RE: Request for Permission to File an NOI for O Oyster Pond Lane**

Dear Nancy & Select Board Members,

On behalf of our client, Brian Halligan, Wilkinson Ecological Design, Inc. (WED) requests permission to file a Notice of Intent (NOI) application to permit the removal of state-listed invasive phragmites (*Phragmites australis*) within the property bounds of O Oyster Pond Lane. The Falmouth Conservation Commission and the Falmouth Select Board jointly own this parcel. The Parcel ID number is 50 06 018 000B (see map on page 2).

Our client, Brian Halligan, is conducting a successful habitat restoration project on adjacent 110 Oyster Pond Lane, focusing on the phragmites removal. He would like to fund the extension of this project to O Oyster Pond Lane to completely eliminate the presence of phragmites in the wetland area on both properties.

The project proposes hand treatment and removal of approximately 9,600 square feet of dense phragmites within the wetland on-site; no heavy machinery will be used, and all root systems will be left in place to decay to minimize the disturbance of the wetland. Please see the attached restoration plan draft for location of the project area. The intended outcome of this project is the restoration of native vegetation within the wetland area, which will significantly benefit the local ecosystem.

Thank you for your time and consideration of this matter. Please call or email me with any questions regarding this request to file an NOI.

Sincerely,



Mathew Lautenberger  
Project Manager  
Wilkinson Ecological Design, Inc.  
(508) 241-6605

# WILKINSON

ECOLOGICAL DESIGN™

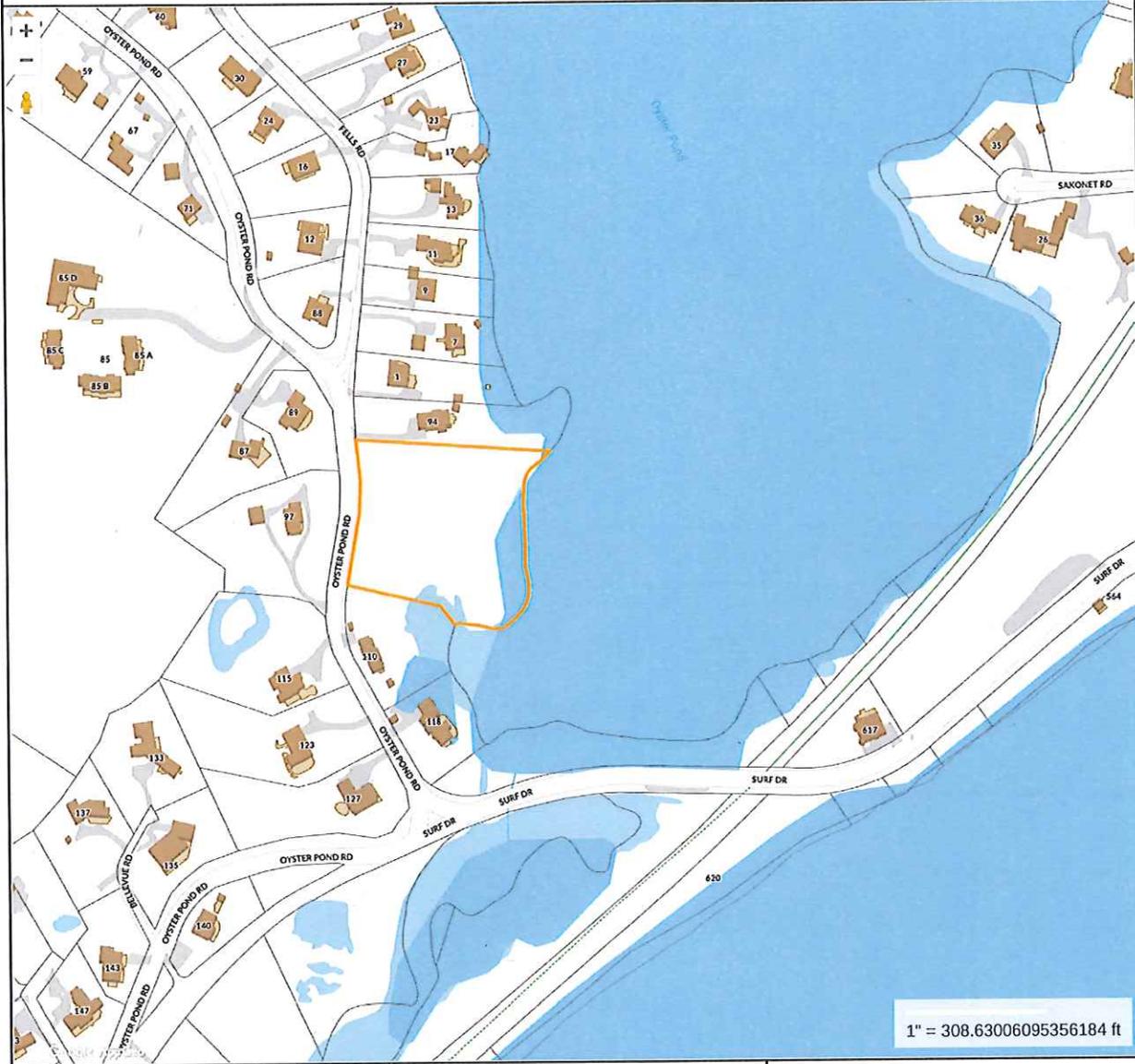
28 Lots Hollow Road | Orleans, MA 02653

Tel:(508)255-1113 | Fax:(508)255-9477

Town of Falmouth, MA

April 28, 2023

0 Oyster Pond Lane, Parcel ID 50 06 018 000B



**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.

Geometry updated 01/03/2023  
Data updated 07/21/2022

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



## Diane Davidson

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**From:** Diane Davidson  
**Sent:** Thursday, April 27, 2023 2:33 PM  
**To:** 'M.Lautenberger@wilkinsonecological.com'  
**Cc:** Peter Johnson-Staub  
**Subject:** FW: [EXTERNAL] - RE: O Oyster Pond Lane - Invasive removals

Hello Mat,

This is a three-step process. You will need preliminary approval from the Select Board to apply to the Conservation Commission for the removal of invasive plants on the abutting town property. There is not an application form, but what we need is a letter from you addressed to the Select Board for a license to conduct invasive management. In the letter you would provide a narrative of the work to be performed, reference the Parcel ID # (from the Assessing Department), and attach a map (you can find this on the town website at: <https://www.falmouthma.gov/199/Public-Interactive-GIS-Site>.) This request will be placed on an upcoming Select Board agenda for approval.

When you receive approval, then you will apply at the Conservation Department. Once you receive approval from the Conservation Commission (an Order of Conditions), then you will send a second letter of request to the Select Board seeking a Grant of License to perform this work on Town property.

Please let me know if you have any other questions.

Thank you,

Diane

*Diane S. Davidson*  
*Office Manager/Licensing*  
*Office of the Town Manager and Select Board*  
*Town of Falmouth*  
*59 Town Hall Square*  
*Falmouth, MA 02540*  
*[diane.davidson@falmouthma.gov](mailto:diane.davidson@falmouthma.gov)*  
*(508) 495-7321*

**From:** Peter Johnson-Staub  
**Sent:** Tuesday, April 25, 2023 3:37 PM  
**To:** Mathew Lautenberger <M.Lautenberger@wilkinsonecological.com>  
**Cc:** Nancy Taylor <nancy.taylor@falmouthma.gov>  
**Subject:** RE: [EXTERNAL] - RE: O Oyster Pond Lane - Invasive removals

Hi Matt,

I have assigned this to a staff member who will contact you with further instruction.

Peter

## **OPEN SESSION**

## **BUSINESS**

10. Request for variance to Sign Code – §184-30(C) Special Events:  
Falmouth Fireworks Committee, banner at south end of  
Falmouth Heights ball field (5 minutes)

5/22/2022

Falmouth Fireworks Committee – 4<sup>th</sup> of July Fireworks – Tuesday, July 4, 2023:

Request to hang a temporary banner, under §184-30C (Special Event), for a civic event on town property

Location: South end of Falmouth Heights ball field

Length of Time: Tuesday, June 27, 2023 through Wednesday, July 5, 2023 (9 days)

Dimensions: 30' long x 4' high.

## Diane Davidson

---

**From:** JOHN QUESNEL [REDACTED]  
**Sent:** Tuesday, May 16, 2023 1:54 PM  
**To:** Diane Davidson  
**Cc:** Carolyn Woods; Tracey Wrede  
**Subject:** Fwd: Banner for Falmouth 4th of July Fireworks

Hi Dianne,

The banner will be hung between poles at the south end of the Falmouth Heights ballfield. Below is a photo of last year's banner, as installed.

Please let me know if you need anything else. Thanks.

John Quesnel  
Falmouth Fireworks Committee



Begin forwarded message:

Telephone \_\_\_\_\_ Email \_\_\_\_\_

**SECTION 3 - APPLICANT INFORMATION**

Applicant Name Falmouth Fireworks Committee Inc. C/O Carolyn Woods

Street Number 64 Street Name Cranberry Run Rd

City East Falmouth State MA Zip 02536

Telephone [REDACTED] Email [REDACTED]

**SECTION 4 - MAILING ADDRESS**

Street Number \_\_\_\_\_ Street Name \_\_\_\_\_

City Falmouth State MA Zip 02540

**SECTION 5 - WORK DETAILS**

Name of Store of Development \_\_\_\_\_

Number of Signs one Percentage of aggregate coverage of front wall \_\_\_\_\_

Approve by Design Site Review meeting on \_\_\_\_\_

Type of Sign  Wall  Free Standing  Projecting  Awning  Banner  
 Portable Sign  Window  Blade  Off Premise/Variance

Is this a replacement of the same size Sign  Yes  No Historic District  Yes  No

Is the Sign(s) Illuminated?  Yes  No

Is the Sign a promotional sign?  Yes  No Date 06/28/23

**Dimensions of Sign(s)**

Length	_____	Width	_____	Height	_____	Area	_____
Length	_____	Width	_____	Height	_____	Area	_____
Length	_____	Width	_____	Height	_____	Area	_____

Wall Linear Feet \_\_\_\_\_ Set back from Freestanding \_\_\_\_\_

**Brief Description of Proposed Work**

*Temporary placement of banner naming businesses that sponsored the fireworks display for this year to acknowledge their contribution and advertise their support. Request latitude on placing and removing sign as Hamilton Tree donates the manpower to both place and remove. We would want it to be up the week prior and removed right after the 4th. 30 feet by 4 feet is the size of the banner*

**SECTION 6 - CONTRACTOR INFORMATION**

Name	<u>Hamilton Tree</u>	Type	_____
LIC No.	_____	VERIFY <input checked="" type="checkbox"/> NA	Expiration Date _____
Business Name	_____	Type	_____
LIC No.	_____	Expiration Date	_____
Street Number	_____	Street Name	_____
City	_____	State	_____
Telephone No.	_____	Alternate Tel. No.	_____
Email	_____		

The owner/Licensee assumes responsibility for compliance with the state building code and all other applicable codes.

Owner/Licensee \_\_\_\_\_

**SECTION 7 - ESTIMATED COST**

Estimated Value of Work

\$ 200.00

**SECTION 8 - PROPERTY OWNER AUTHORIZATION**

I am the  Owner  Contractor / Agent

I, FALMOUTH TOWN OF as owner of the subject property hereby authorize Falmouth Fireworks Committee Inc. C. to act on my behalf, in all matters relative to work authorized by this building permit application.

Property Owner's Email [REDACTED]

OR  Copy of Signed Contract to be attached after submitting application

Telephone No. \_\_\_\_\_

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

Date \_\_\_\_\_

**SECTION 9 - DECLARATION**

I, Falmouth Fireworks Committee Inc. C. as Owner/Authorized Agent hereby declare that the statements and information on the foregoing application are true and accurate, to the best of my knowledge and belief. Signed under the pains and penalties of perjury.

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

Date 04/18/23

**INSTRUCTIONS**

Please review **Chapter 184** of the Town Of Falmouth Zoning By Laws for a complete wording regarding the requirements and restrictions for Signs within the Town Of Falmouth

What is needed to be submitted:

**All Signs:**

- All applications require plans with new sign(s) pictures and dimensions and pictures of all existing signs.

If you have obtained a Variance for the Sign(s), that recorded Variance must be submitted with this application.

# APPLICATION TO SIGN PERMIT

Please fill out completely all applicable areas - Please use link

## APPLICATION DETAILS

Application #:	<u>S-23-228424</u>	Date Issued:	_____	Permit #:	_____	Date Paid:	_____
Fee Payable: (\$)	<u>0.00</u>	Fee Paid: (\$)	<u>0.00</u>	Receipt #:	_____		

## SECTION 1 - SITE INFORMATION

Street Name	<u>CENTRAL PARK AVE</u>	Map Block Lot	<u>46B 09 000L 000</u>
Street Number	<u>0</u>	Zone	<u>PU</u>
Unit Number	_____		

## SECTION 2 - PROPERTY OWNER INFORMATION

Property Owner Name	<u>FALMOUTH TOWN OF</u>		
Street Number	<u>59</u>	Street Name	<u>TOWN HALL SQ</u>
City	<u>FALMOUTH</u>	State	<u>MA</u>
		Zip Code	<u>02540-2761</u>
Telephone		Email	<u>[REDACTED]</u>
Property Owner Name 2	_____		
Street Number	_____	Street Name	_____
City	_____	State	_____
		Zip Code	_____

Town of Falmouth, MA  
Tuesday, May 16, 2023

## Chapter 184. Signs

### Article IV. Standards for Specific Types of Signs

#### § 184-30. Movable, portable or mobile signs.

Movable, portable or mobile signs are not permitted in any district, except as follows:

A. Flags.

- (1) Except during national holidays, a maximum of two (2) governmental flags are permitted, and one (1) additional nongovernmental flag with a maximum size of fifteen (15) square feet [i.e., three by five (3 x 5) feet] is permitted for each business. Any flag with words advertising a business shall be considered a sign.

[Amended AFTM 11-15-2010, Art. 47, approved 12-13-2010]

- (2) Nautical signal flags attached to a yard arm from a single flagpole are exempt.

B. Pennants. Exception is granted for pennants and similar devices intended for charitable or civic event purposes only.

C. Special events.

[Amended AFTM 11-8-2004, Art. 19, approved 12-30-2004]

- (1) Special events or promotions for thirty (30) days. A business or community service may have one (1) movable, portable or mobile banner or sign on its premises, not to exceed sixteen (16) square feet, not more than two (2) times nor more than a total of thirty (30) days per calendar year, in addition to other permitted signs. Such signs shall be required to have permits, but permit fees shall be waived.

- (2) Special events or promotions for seven (7) days. A business or community service may have one (1) moveable, portable or mobile banner or sign on its premises not to exceed thirty-two (32) square feet for a period not to exceed seven (7) days, not more than two (2) times per calendar year, in addition to other permitted signs. Bunting, pennants and flags will be permitted during this time period. Balloons and other air-filled devices shall not exceed twelve (12) inches in diameter. A total of three (3) off-premises signs not exceeding six (6) square feet each are permitted. Such signs shall be required to have permits, but permit fees shall be waived.

[Added AFTM 11-8-2004, Art. 19, approved 12-30-2004]

D. Sandwich board signs. A business or community service may have one (1) sandwich board sign not to exceed eight (8) square feet in area on each side.

[Added ASTM 4-7-1997, Art. 38, approved 6-27-1997]

- (1) Use of signs.

[Amended AFTM 11-15-2010, Art. 48, approved 12-13-2010]

- (a) The sign shall advertise perishable goods for sale only, such as food goods or a menu.

- (b) For any business in its first year of operation, the sign may be used in the absence of a multi-tenant or freestanding sign. Such signs may be used for a maximum continuous four-month period.
  
- (2) It shall be placed only within fifteen (15) feet of the main building entrance to the business. The sign must be of a shape to conform with the space it will occupy outside of the business and it may not block pedestrian traffic on any sidewalk. The sign must be brought in at the close of business each day.  
[Amended AFTM 11-17-1998, Art. 64, approved 2-25-1999]

## **OPEN SESSION**

## **BUSINESS**

11. License Renewals – 2023 Seasonal Common Victualler License:  
Jim's Clam Shack, 227 Clinton Avenue

May 22, 2023

SEASONAL COMMON VICTUALLER LICENSE

Jim's Clam Shack, 227 Clinton Avenue

## **OPEN SESSION**

### **CONSENT AGENDA**

#### **1. Licenses**

- a. Application for a Change of Manager for a Second-Hand Dealer License – Cash Point, located at 348 East Falmouth Highway

**LICENSE APPLICATION REVIEW**

Restaurant/Business: Cash Point

Address: 348 East Falmouth Highway

License Type: Second Hand Dealer License

New or Transfer of License \_\_\_\_\_

or

Change of License Change of Manager

Police No Concerns

Fire \_\_\_\_\_

Building \_\_\_\_\_

Health \_\_\_\_\_

Zoning \_\_\_\_\_

Planning \_\_\_\_\_

DPW \_\_\_\_\_

Assessor \_\_\_\_\_

Tax Collector \_\_\_\_\_

Wastewater \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NOTES: Marat Hunanyan completed a background check on April 5, 2023



**TOWN OF FALMOUTH**  
**APPLICATION for SECOND HAND DEALER LICENSE**

LICENSE TO SELL, TRADE OR BARTER JUNK, OLD METALS OR SECOND-HAND ARTICLES  
 CODE OF FALMOUTH CH. 136

Required fields are outlined in RED

NAME OF OWNER: Marat Hunanyan

HOME ADDRESS: 46 Briar Patch Rd

TOWN: Osterville STATE: MA ZIP CODE: 02655

BUSINESS NAME: CP Enterprise Inc

D/B/A - if any: Cash Point

BUSINESS ADDRESS: 348 E Falmouth Hwy

TOWN: East Falmouth STATE: MA ZIP CODE: 02536

MAILING ADDRESS (if different):

MANAGER - if any: Marat Hunanyan

FEDERAL ID #: [REDACTED]

EMAIL *required*: cashpointfalmouth@gmail.com

TELEPHONE BUSINESS: 508-444-8658

HOME: [REDACTED]

MOTOR VEHICLES – list year, make and license number of each vehicle:  
None

TYPE OF GOODS SOLD: Jewelry, Tools, Musical Instruments

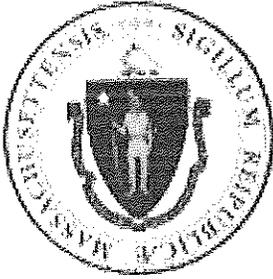
**TAX ATTESTATION:** I certify under the penalties of perjury that the information provided in this application is true and that, to my best knowledge, I have filed all state tax returns and paid all state and local taxes as required under law. I understand that Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation:

05/02/2023  
 DATE

Marat Hunanyan  
 OWNER / MANAGER / AUTHORIZED AGENT

A Background Check for the Owner of the establishment must be performed annually at the Falmouth Police, Central Records Office within 10 days of submitting this application, call 774-255-4527 for hours & details.

Total License fee payable to Town of Falmouth: \$65.00



**The Commonwealth of Massachusetts  
William Francis Galvin**

No Fee

Secretary of the Commonwealth, Corporations Division  
One Ashburton Place, 17th floor  
Boston, MA 02108-1512  
Telephone: (617) 727-9640

**Statement of Change of Registered Agent/Registered Office**

(General Laws, Chapter 156D, Section 5.02 AND Section 15.08; 950 CMR 113.21)

1. Exact name of the corporation: CP ENTERPRISE, INC.

2a. Current registered agent name: GARIK GEVORGYAN

2b. Current registered office address: 640 MAIN ST HYANNIS, MA 02601

3. The street address of the corporation registered office in the commonwealth and the name of the appointed registered agent at that office:  
(The corporation may not appoint itself registered agent. Registered agent may be an individual, including any officer of the corporation, or a different corporation.)

Name: MARAT HUNANYAN  
No. and Street: 587 IYANNOUGH RD  
City or Town: HYANNIS State: MA Zip: 02601 Country: USA

The street address of the registered office of the corporation and the business address of the registered agent are identical as required by General Laws, Chapter 156D, Section 5.02.

I, MARAT HUNANYAN, registered agent of the above corporation, consent to my appointment as the registered agent of the above corporation pursuant to G. L. c. 156D, Section 5.02.

This certificate is effective at the time and on the date approved by the Division, unless a later effective date not more than ninety days from the date and time of filing is specified:

12/14/2022 Time: 4:00 PM

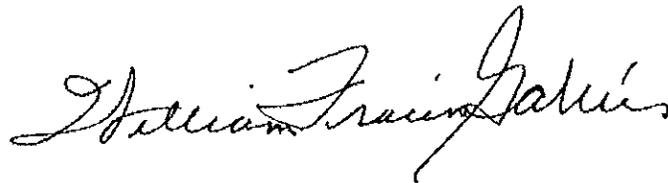
Signed by MARAT HUNANYAN, its PRESIDENT  
on this 13 Day of December, 2022

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are

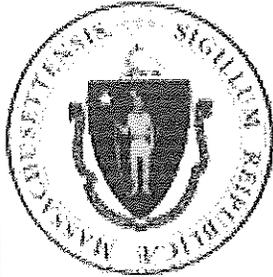
deemed to have been filed with me on:

December 13, 2022 11:17 AM

A handwritten signature in cursive script that reads "William Francis Galvin". The signature is written in black ink and is centered on the page.

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



**The Commonwealth of Massachusetts**  
**William Francis Galvin**

No Fee

Secretary of the Commonwealth, Corporations Division  
 One Ashburton Place, 17th floor  
 Boston, MA 02108-1512  
 Telephone: (617) 727-9640

**Statement of Change of Supplemental Information**

(General Laws, Chapter 156D, Section 2.02 AND Section 8.45; 950 CMR 113.17)

1. Exact name of the corporation: CP ENTERPRISE, INC.

2. Current registered office address:

Name: GARIK GEVORGYAN  
 No. and Street: 640 MAIN ST  
 City or Town: HYANNIS State: MA Zip: 02601 Country: USA

3. The following supplemental information has changed:

Names and street addresses of the directors, president, treasurer, secretary

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	MARAT HUNANYAN	587 IYANNOUGH RD HYANNIS, MA 02601 USA
TREASURER	MARAT HUNANYAN	587 IYANNOUGH RD HYANNIS, MA 02601 USA
SECRETARY	MARAT HUNANYAN	587 IYANNOUGH RD HYANNIS, MA 02601 USA
DIRECTOR	MARAT HUNANYAN	587 IYANNOUGH RD HYANNIS, MA 02601 USA

     Fiscal year end:  
 December

     Type of business in which the corporation intends to engage:

BUY AND SELL USED GOODS

     Principal office address:

No. and Street: 640 MAIN ST  
 City or Town: HYANNIS State: MA Zip: 02601 Country: USA

     g. Street address where the records of the corporation required to be kept in the Commonwealth are located (post office boxes are not acceptable):

Signed by MARAT HUNANYAN , its PRESIDENT  
on this 13 Day of December, 2022

© 2001 - 2022 Commonwealth of Massachusetts  
All Rights Reserved

## **OPEN SESSION**

## **CONSENT AGENDA**

### **1. Licenses**

- b. Application for a Change of Manager for a Lodging House License – Inn on the Square, located at 40 North Main Street

**LICENSE APPLICATION REVIEW**

Restaurant/Business: Inn on the Square

Address: 40 North Main Street

License Type: Lodging House License

New or Transfer of License \_\_\_\_\_

or

Change of License Change of Manager

Police \_\_\_\_\_

Fire \_\_\_\_\_

Building No issue

Health \_\_\_\_\_

Zoning \_\_\_\_\_

Planning \_\_\_\_\_

DPW \_\_\_\_\_

Assessor \_\_\_\_\_

Tax Collector \_\_\_\_\_

Wastewater \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NOTES:

PAID  
\$10  
Cash



RECEIVED  
MAY - 2 2023  
SELECT BOARD OFFICE

**TOWN OF FALMOUTH**

Office of the Town Manager & Selectmen  
59 Town Hall Square, Falmouth, Massachusetts 02540  
Telephone (508) 495-7320

**APPLICATION - RENEWAL APPLICATION**

**LODGING HOUSE LICENSE**

M.G.L. Chapter 140, Sections 22 - 31

Fields outlined in RED are required

APPLICATION FOR NEW LICENSE:

RENEWAL APPLICATION:

NAME APPLICANT/OWNER: Inn on the Square, LLC

BUSINESS NAME: Inn on the Square D/B/A

BUSINESS ADDRESS: 40 North Main Street  
*(if different from Home Address)*

TOWN: Falmouth STATE: MA ZIP CODE: 02540

MAILING ADDRESS: *(if different)* 28 Jacome Way, Newport, RI 02847

MANAGER: *(if any)* Alexandra Mola

FID #: [REDACTED] EMAIL: *required* amola@newporthotelgroup.com

TELEPHONE - Business: 201-647-2834 Home: [REDACTED]

NO. OF ROOMS: 75 NO. OF LODGERS: 4

BED & BREAKFAST: - YES/NO NO OWNER OCCUPIED: - YES/NO NO

TAX ATTESTATION: I certify under the penalties of perjury that the information provided in this application is true and that, to my best knowledge, I have filed all state tax returns and paid all state and local taxes as required under law. I understand that Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation:

5/2/2023

DATE

*[Signature]*

SIGNATURE: OWNER or MANAGER

TOTAL TOWN OF Falmouth FEES: \$45.00  
LICENSE FEE: \$35.00 FILING FEE: \$10.00

## **OPEN SESSION**

## **CONSENT AGENDA**

### **1. Licenses**

- c. Application for Special One-Day Wine & Malt Liquor License
  - Ashley Waddington – Civil War Plot Dedication Ceremony
  - Oak Grove Cemetery, 46 Jones Road – Saturday, 6/10/23.
  - Rain date Sunday, 6/11/23.

LICENSE APPLICATION REVIEW

Restaurant/Business: Ashley Waddington-Oak Grove Cemetery

Address: 46 Jones Road, Falmouth

License Type: Special One-Day Wine & Malt Beverages License

New or Transfer of License New

or

Change of License \_\_\_\_\_

Police \_\_\_\_\_

Fire No objections

Building \_\_\_\_\_

Health \_\_\_\_\_

Zoning \_\_\_\_\_

Planning \_\_\_\_\_

DPW No concerns

Assessor \_\_\_\_\_

Tax Collector \_\_\_\_\_

Wastewater \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NOTES:

The applicant will obtain a Temporary Food Service Permit from the Health Dept.



APPLICATION

SPECIAL ONE-DAY LIQUOR LICENSE FOR THE SALE OF ALCOHOLIC BEVERAGES  
M.G.L.A. CHAPTER 138, SECTION 14

NAME OF APPLICANT: Ashley Waddington

ADDRESS OF APPLICANT: [Redacted] FALMOUTH

FALMOUTH MA 02540  
TOWN STATE ZIP CODE

NAME OF ORGANIZATION: Oak Grove Cemetery Assoc. of Falmouth, Inc.

MAILING ADDRESS: 46 Jones Rd. Falmouth, MA 02540

TELEPHONE #: [Redacted] EMAIL: OGCFalmouth@gmail.com

LOCATION TO BE LICENSED-ADDRESS: 46 Jones Rd. Falmouth, MA, 02540

Falmouth MA 02540  
TOWN STATE ZIP CODE

EVENT TITLE: Civil War Plot Dedic. Ceremony APPROXIMATE # OF PEOPLE: 75

DATE(S) OF EVENT: 6/10/2023 (Rain date: 6/11/2023) HOURS OF EVENT: 4 p.m. - 6 p.m. (2 Hrs)

AUTHORIZED MANAGER OF ESTABLISHMENT EVENT: Ashley Waddington (superintendent)

TYPE OF LICENSE:  
1. WINE & MALT  FOR PROFIT   
2. ALL ALCOHOLIC  NON-PROFIT ORGANIZATIONS ONLY NON-PROFIT

REQUIREMENTS check list:

1. Submit in a separate note or letter a narrative overview of the event including a description of the premises, food service, and security
2. Certificate of non-profit status (if your organization is non-profit)
3. Certificate of liquor liability insurance; 1 MILLION PER OCCURANCE - \$2 MILLION AGGREGATE
4. Certificate of TIPS or other alcohol safety training for all persons handling alcohol
5. Floor plan of area where alcohol will be served, consumed, and securely stored and how this will be separated from public areas (roping, fences, etc.)
6. Temporary Food Permit (Health Department)

5/8/2023  
DATE

Ashley Waddington  
APPLICANT SIGNATURE

FEE: \$25.00 PER DAY  
\$10.00 FILING FEE



Oak Grove Cemetery Association of Falmouth, Inc.

46 Jones Road  
Falmouth, MA 02541-0489

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LISTED ON THE NATIONAL REGISTER OF  
HISTORIC PLACES

Officers

President

Jerry Luby, Jr.

Vice President

Nancy Lopes

Treasurer

Bob Groman

Secretary

Nancy Rago

May 8, 2023

Select Board

Town of Falmouth

59 Town Hall Square

Falmouth, MA 02540

Board Directors

Mary Barry

Starr Bartlett

Grafton Briggs

Peter Franklin

Elaine Hickey

Ray Howe

Gerry Howell

Phyllis Hunt

Faith Lee

Cynthia Pina

Rick Roda

Allen Rush

Ashley

Waddington

Dear Select Board,

The Oak Grove Cemetery Association of Falmouth, Inc. will be holding an event on Saturday, June 10, 2023 4 p.m to 6 p.m. Rain date is scheduled for the following day- Sunday, June 11 at 4.p.m. to 6 p.m.

This event is a dedication ceremony and open house to view the restoration of the Grand Army of the Republic plot. After the dedication ceremony, guests will be invited to stay for discussion outside on the patio and to view our artifact display inside the chapel. We would like to offer beverages (water, soda, wine & malt) & refreshments (cheese & cracker, grapes).

Would you kindly issue a special one-day permit for alcoholic beverages?

Floor plan is enclosed showing where wine will be served and consumed. It also shows how this area will be separated from any public areas by using rope.

Should you require additional information, please contact me at 508-548-7510 or [ogcfalmouth@gmail.com](mailto:ogcfalmouth@gmail.com).

Honorary

Directors

David Bullock

Eugene Fachon

Louise Lane

Jane Scalli

Superintendent

Ashley

Waddington

Thank you for your consideration!

Sincerely,

*Ashley Waddington*

Ashley Waddington

Superintendent

Oak Grove Cemetery

Groundskeeper

Steve Paltz

Mike Hirtle

Tel: (508) 548-7510

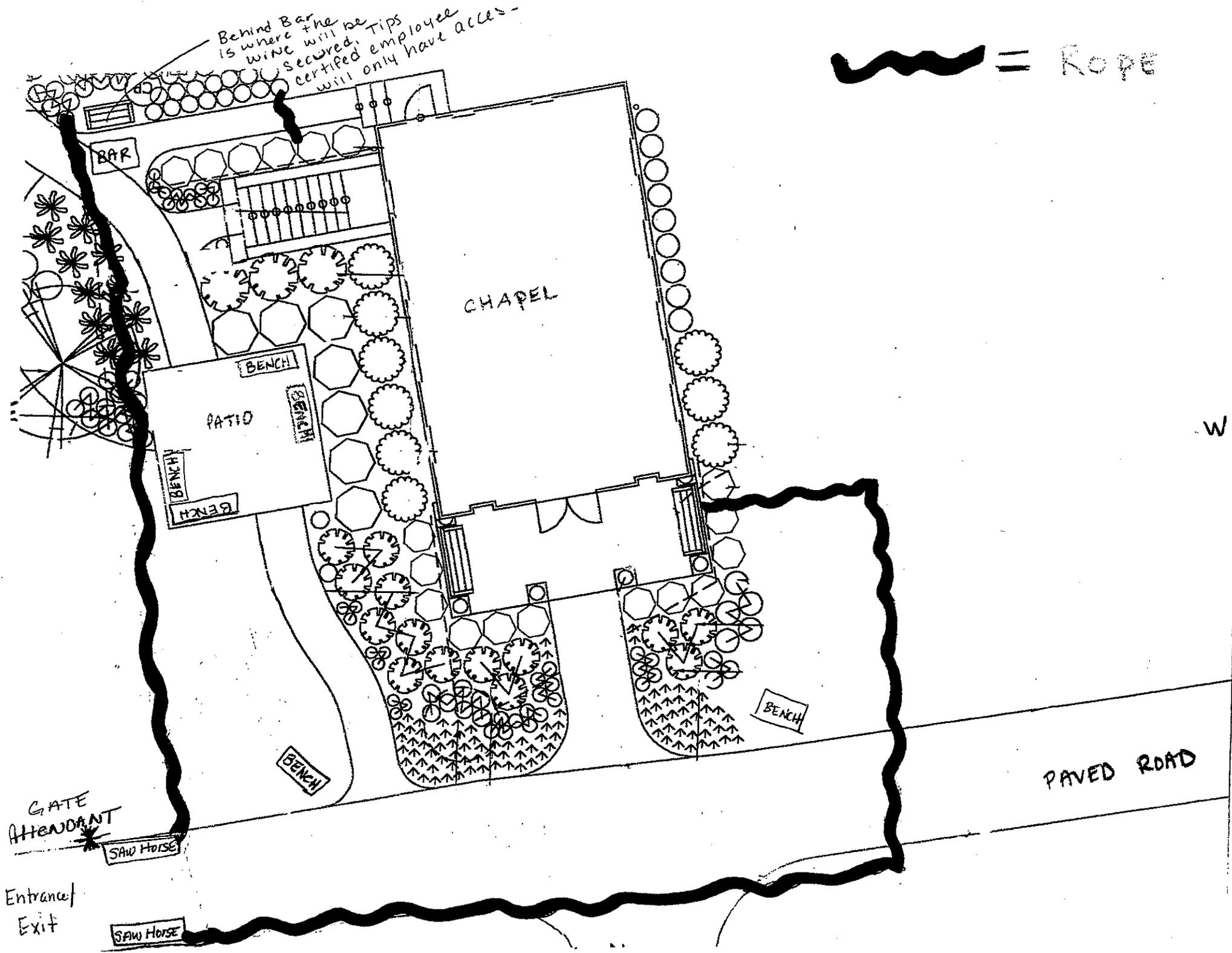
EMAIL: [ogcfalmouth@gmail.com](mailto:ogcfalmouth@gmail.com)

WEBSITE: [falmouthcemetery.com](http://falmouthcemetery.com)

A Nonprofit Cemetery Corporation  
IRS Section 501 C-13 Section 170 ©(5) EIN 22-2945788

Behind Bar  
is where the  
wine will be  
secured. Tips  
certified employees  
will only have access -

~~~~~ = Rope



## **OPEN SESSION**

### **CONSENT AGENDA**

#### **1. Licenses**

- d. Application for Special One-Day Wine & Malt Liquor License – Shipwrecked – Shipwrecked Corn Hole Tournament – 263 Grand Ave., Shipwrecked and Heights Hotel parking lot – Saturday, 6/10/23. Rain date Sunday, 6/11/23.

Date: 5/22/23

**ONE-DAY LIQUOR LICENSE APPLICATION REVIEW FORM**

Applicant: Rob Loewen, Shipwrecked

Event: Shipwrecked Corn Hole Tournament

Location: Shipwrecked and The Heights Hotel Parking Lot

Date: Saturday, 6/10/23 Time: 10:00 a.m. to 6:00 p.m.

License Type:  Wine & Malt Beverages or  All Alcoholic Beverages

Application sent to the departments, indicated below, for comment:

|                                                    |                      |
|----------------------------------------------------|----------------------|
| <input checked="" type="checkbox"/> Police         | <u>No objection.</u> |
| <input checked="" type="checkbox"/> Fire           | <u>No objection</u>  |
| <input checked="" type="checkbox"/> Health         | <u>No objection</u>  |
| <input checked="" type="checkbox"/> Building       | <u>No objection</u>  |
| <input checked="" type="checkbox"/> Communications | <u>No comment</u>    |
| <input checked="" type="checkbox"/> M.E.S.         | <u>No comment</u>    |
| <input checked="" type="checkbox"/> DPW            | <u>No objection</u>  |
| <input checked="" type="checkbox"/> Recreation     | <u>No objection</u>  |
| <input checked="" type="checkbox"/> Beach          | <u>No comment</u>    |
| <input type="checkbox"/>                           | <u></u>              |

NOTES: The applications for this event and the one-day liquor license were discussed by the Internal Working Group for Special Events with the applicant at its meeting on Thursday, May 11, 2023.

The Special Events Working Group recommends approval.

OK

### Town Manager's Working Group Review Form

Meeting/Review Date: Thursday, May 11, 2023  
 Event Name: Corn Hole Tournament (to benefit the Falmouth Fireworks)  
 Applicant: Shipwrecked  
 Location: Parking lot of Shipwrecked and The Heights Hotel.  
 Date of Event: Saturday, June 10, 2023 Time: 10:00 a.m. - 6:00 p.m.  
 Rain Date: Sunday, June 11, 2023  
 Set-up Date: 6/10 Time: 8:00 a.m. Breakdown Date: 6:10 Time: 6:00 p.m.  
 Number of Attendees: 100 - 200  
 Recurrence/# Years at Site: 2nd year.  
 One-Day Liquor License? Y/N Yes Food/Beverages? Y/N Yes  
 Signs: Y/N No How Many: \_\_\_\_\_ Where: \_\_\_\_\_  
 Tents: Y/N Yes How Many: \_\_\_\_\_ Size: 10 x 10 Where: \_\_\_\_\_  
 Parking Plan: Public parking and beach lot.  
 Entertainment: Yes. D.J. and band.

| Reviewers/Sign In:             | Name      | Comments                       | Written Referral           |                            |
|--------------------------------|-----------|--------------------------------|----------------------------|----------------------------|
| Department of Public Works:    | _____     | _____                          | Y <input type="checkbox"/> | N <input type="checkbox"/> |
| Parks Department               | _____     | _____                          | Y <input type="checkbox"/> | N <input type="checkbox"/> |
| Highway Department             | _____     | _____                          | Y <input type="checkbox"/> | N <input type="checkbox"/> |
| Engineering                    | _____     | _____                          | Y <input type="checkbox"/> | N <input type="checkbox"/> |
| Police Department              | _____     | _____                          | Y <input type="checkbox"/> | N <input type="checkbox"/> |
| Fire Department                | _____     | _____                          | Y <input type="checkbox"/> | N <input type="checkbox"/> |
| Emergency Communications       | _____     | _____                          | Y <input type="checkbox"/> | N <input type="checkbox"/> |
| Recreation Department          | _____     | _____                          | Y <input type="checkbox"/> | N <input type="checkbox"/> |
| Inspectional Services          | _____     | _____                          | Y <input type="checkbox"/> | N <input type="checkbox"/> |
| Health Department              | <u>OK</u> | <u>(Pizza prepared inside)</u> | Y <input type="checkbox"/> | N <input type="checkbox"/> |
| Beach Department               | _____     | _____                          | Y <input type="checkbox"/> | N <input type="checkbox"/> |
| Marine & Environmental Svcs.   | _____     | _____                          | Y <input type="checkbox"/> | N <input type="checkbox"/> |
| Zoning Enforcement Officer     | _____     | _____                          | Y <input type="checkbox"/> | N <input type="checkbox"/> |
| Bicycle & Pedestrian Committee | _____     | _____                          | Y <input type="checkbox"/> | N <input type="checkbox"/> |
| Other                          | _____     | _____                          | Y <input type="checkbox"/> | N <input type="checkbox"/> |

Does this Event Meet the Minimum Requirements of the Special Events Policy? – Yes/No  
 If No, what are the shortfalls of the application that must be addressed?

Yes. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Special Events Approved or Requested on this Date or Weekend:**

| Event | Location | Date  |
|-------|----------|-------|
| None. | _____    | _____ |
| _____ | _____    | _____ |
| _____ | _____    | _____ |

**Known Private Events on this Date or Weekend:**

|       |       |       |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |

**Additional Requests:**

Barriers placed at all entrances to the property.

Organizer will provide porta potties on site.

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**Special Consideration – Events Proposed on Main Streets of Villages**

What measures/conditions are recommended for the Board to consider to respond to potential parking and traffic congestion in proposed area:

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**Conditions, comments, recommendations:**

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**Solid Waste & Recycling Plan:**

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**Correspondence Received:**

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\_\_\_\_\_  
*Initial/Town Manager*

**Fees:**

Fee Waiver Request: Yes/No No

To Select Board for Approval:

Approved \_\_\_\_\_ Not Approved \_\_\_\_\_

If approved, terms:

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## Shipwrecked/The Heights Hotel Cornhole Tournament

April 27, 2023

We, Shipwrecked and The Heights Hotel would like to host our 2<sup>nd</sup> annual Cornhole Tournament on Saturday, June 10, 2023, in the parking lot of the property. A portion of the proceeds will be going to the Falmouth Fireworks Committee to help raise funds for the Fireworks display this year.

The event will be run by the staff of Shipwrecked in conjunction with Cape Cod Cornhole. There will be live entertainment from 10am-6pm. We will have small 10x10 Beer tents and portable beer stations in the parking lot. We will also have porta Potties on site. No parking will be permitted on the property until the event is over.

All entrances to and from the parking lot and courtyard will be manned with doorman and security.

We hope to help make this years display even better than last year's -although hard to beat.

Thank you for your consideration,

Rob Loewen

Shipwrecked/The Heights Hotel



# Town of Falmouth

Office of the Town Manager & Select Board  
59 Town Hall Square · Falmouth, MA 02540  
Telephone (508) 495-7320 · Email [townmanager@falmouthma.gov](mailto:townmanager@falmouthma.gov)



## Application for Special Events

### CONTACT INFORMATION

Applicant's Name: Shipwrecked  
Mailing Address: 263 Grand Ave  
Phone: 508-540-9600 Cell Phone: [REDACTED]  
E-Mail: info@shipwreckedfalmouth.com

### EVENT DETAILS

Name of Event: Shipwrecked Cornhole Tournament  
Type of Event: to benefit the Falmouth Fireworks  
Event Day & Date: June 10  
Rain Date: June 11  
Event Hours: From: 10am To: 6pm  
Setup Date: June 10 Time: 8am Breakdown Date: June 10 Time: 6pm  
Location Requested:  
1<sup>st</sup> Choice: Shipwrecked & The Heights Hotel Parking Lot  
2<sup>nd</sup> Choice: \_\_\_\_\_  
Number of Attendees: 100-200 Number of Vehicles: 0  
Parking Plan: Public Parking and Beach Lot  
Solid Waste & Recycling Plan: General restaurant practices  
Note: Please see Solid Waste & Recycling Information, attached.

Check all that apply and provide a description of each:

- Chairs \_\_\_\_\_
- Tents 10x10 (apply for tent permit at Building Department)
- Barriers at all entrances to the property
- Signs \_\_\_\_\_ (apply for sign permit at Building Department)
- Road race \_\_\_\_\_ (include route map, see attached road race rules and sign)
- Walk/bike \_\_\_\_\_ (include route map)
- Use of Shining Sea Bike Path \_\_\_\_\_ (see attached bike path rules and sign)
- Food or beverages \_\_\_\_\_ (apply for temporary food permit at Health Department)
- Alcoholic beverages \_\_\_\_\_ (apply for one-day liquor license)
- Entertainment Band & Dj (apply for Sunday entertainment license)

**ADDITIONAL INFORMATION:** (Use of restroom facilities, electricity, etc.) (Attach a narrative describing the event.)

\_\_\_\_\_

Applicant's Signature: [Signature] Date: 4-27-23

References: 1. \_\_\_\_\_ Phone: \_\_\_\_\_  
2. \_\_\_\_\_ Phone: \_\_\_\_\_  
3. \_\_\_\_\_ Phone: \_\_\_\_\_

## **OPEN SESSION**

### **CONSENT AGENDA**

#### **1. Licenses**

- e. Application for Special One-Day Wine & Malt Liquor License  
– Shipwrecked – Road Race After Party – 263 Grand Ave.,  
Shipwrecked and Heights Hotel parking lot – Sunday,  
8/20/23

Date: 5/22/23

**ONE-DAY LIQUOR LICENSE APPLICATION REVIEW FORM**

**Applicant:** Rob Loewen, Shipwrecked

**Event:** Shipwrecked Road Race After Party

**Location:** Shipwrecked and The Heights Hotel Parking Lot

**Date:** Sunday, 8/20/23 **Time:** 8:00 a.m. to 6:00 p.m.

**License Type:**  Wine & Malt Beverages or  All Alcoholic Beverages

Application sent to the departments, indicated below, for comment:

|                                                    |                      |
|----------------------------------------------------|----------------------|
| <input checked="" type="checkbox"/> Police         | <u>No objection.</u> |
| <input checked="" type="checkbox"/> Fire           | <u>No objection</u>  |
| <input checked="" type="checkbox"/> Health         | <u>No objection</u>  |
| <input checked="" type="checkbox"/> Building       | <u>No objection</u>  |
| <input checked="" type="checkbox"/> Communications | <u>No comment</u>    |
| <input checked="" type="checkbox"/> M.E.S.         | <u>No comment</u>    |
| <input checked="" type="checkbox"/> DPW            | <u>No objection</u>  |
| <input checked="" type="checkbox"/> Recreation     | <u>No objection</u>  |
| <input checked="" type="checkbox"/> Beach          | <u>No comment</u>    |
| <input type="checkbox"/>                           | <u></u>              |

**NOTES:** The applications for this event and the one-day liquor license were discussed by the Internal Working Group for Special Events with the applicant at its meeting on Thursday, May 11, 2023.

The Special Events Working Group recommends approval.

OK

Town Manager's Working Group Review Form

Meeting/Review Date: Thursday, May 11, 2023
Event Name: Road Race After Party
Applicant: Shipwrecked
Location: Parking lot of Shipwrecked and The Heights Hotel.
Date of Event: Sunday, August 20, 2023 Time: 8:00 a.m. - 6:00 p.m.
Rain Date: None
Set-up Date: 8/19 Time: 6:00 p.m. Breakdown Date: 8/20 Time: 6:00 p.m.
Number of Attendees: 400+
Recurrence/# Years at Site: Recurring event
One-Day Liquor License? Y/N Yes Food/Beverages? Y/N Yes
Signs: Y/N No How Many: Where:
Tents: Y/N Yes How Many: Size: 10 x 10 Where:
Parking Plan: The hotel guests will be parked at Bristol Beach by 6 p.m. Saturday night until event concluded.
Entertainment: Yes. D.J. and bands.

Table with 4 columns: Reviewers/Sign In, Name, Comments, Written Referral. Rows include Department of Public Works, Parks Department, Highway Department, Engineering, Police Department, Fire Department, Emergency Communications, Recreation Department, Inspectional Services, Health Department, Beach Department, Marine & Environmental Svcs., Zoning Enforcement Officer, Bicycle & Pedestrian Committee, and Other.

Does this Event Meet the Minimum Requirements of the Special Events Policy? – Yes/No
If No, what are the shortfalls of the application that must be addressed?

Yes.
[Blank lines for response]

Special Events Approved or Requested on this Date or Weekend:

Table with 3 columns: Event, Location, Date. Rows include Falmouth Road Race, The Falmouth Walk, Harbor Light Illumination Concert.

Known Private Events on this Date or Weekend:

[Blank lines for known private events]

**Additional Requests:**

Will have a water station, hot dogs and hamburgers.

Organizer will provide porta potties on site.

Barriers placed at all entrances to the property.

Parking lot will be separated by temporary gates from the road race committee along the streets.

**Special Consideration – Events Proposed on Main Streets of Villages**

What measures/conditions are recommended for the Board to consider to respond to potential parking and traffic congestion in proposed area:

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**Conditions, comments, recommendations:**

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**Solid Waste & Recycling Plan:**

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**Correspondence Received:**

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\_\_\_\_\_  
*Initial/Town Manager*

**Fees:**

Fee Waiver Request: Yes/No No

To Select Board for Approval:

Approved \_\_\_\_\_ Not Approved \_\_\_\_\_

If approved, terms:

---

---

---



# Town of Falmouth

Office of the Town Manager & Select Board  
59 Town Hall Square · Falmouth, MA 02540  
Telephone (508) 495-7320 · Email [townmanager@falmouthma.gov](mailto:townmanager@falmouthma.gov)

## Application for Special Events



### CONTACT INFORMATION

Applicant's Name: Shipwrecked LLC  
Mailing Address: 263 Grand Ave  
Phone: 508-540-9600 Cell Phone: [REDACTED]  
E-Mail: info@shipwreckedfalmouth.com

### EVENT DETAILS

Name of Event: Road Race After Party  
Type of Event: Road Race After Party  
Event Day & Date: 08-20-23  
Rain Date: n/a  
Event Hours: From: 8a To: 6pm  
Setup Date: 08-19 Time: 6pm Breakdown Date: 08-20 Time: 6pm  
Location Requested:  
1<sup>st</sup> Choice: Parking lot of Shipwrecked & The Heights Hotel  
2<sup>nd</sup> Choice: \_\_\_\_\_  
Number of Attendees: 400+ Number of Vehicles: 0  
Parking Plan: The hotel guests will be parked at Bristol Beach by 6pm Saturday night and will not be allowed to bring the cars back to the property until break down is complete  
Solid Waste & Recycling Plan: Porta Potties  
Note: Please see Solid Waste & Recycling Information, attached.

Check all that apply and provide a description of each:

- Chairs Folfing and beach chairs for the runners
- Tents 10X10 TENTS for shade and beer vendors (apply for tent permit at Building Department)
- Barriers Parking lot will be separated by temporary gates from the road race committee along the streets
- Signs \_\_\_\_\_ (apply for sign permit at Building Department)
- Road race \_\_\_\_\_ (include route map, see attached road race rules and sign)
- Walk/bike \_\_\_\_\_ (include route map)
- Use of Shining Sea Bike Path \_\_\_\_\_ (see attached bike path rules and sign)
- Food or beverages water station and hot dogs, hamburgers & p (apply for temporary food permit at Health Department)
- Alcoholic beverages Beer trucks (apply for one-day liquor license)
- Entertainment D,J and Bands (apply for Sunday entertainment license)

**ADDITIONAL INFORMATION:** (Use of restroom facilities, electricity, etc.) (Attach a narrative describing the event.)

Porta Potties will be onsite (1 handicap)

Applicant's Signature: [Signature] Date: 4-27-23

References: 1. \_\_\_\_\_ Phone: \_\_\_\_\_  
2. \_\_\_\_\_ Phone: \_\_\_\_\_  
3. \_\_\_\_\_ Phone: \_\_\_\_\_

## Shipwrecked / Heights Hotel Falmouth Official Asics Falmouth Road Race Post Party

April 27 2023

Shipwrecked and the Heights Hotel would like to host The Official post Asics Falmouth Road Race gathering in the property parking lot. This event is being planned in the same fashion as it was in 2022 with the support of the Asics Falmouth Road Race personnel.

The property parking lot will be closed to all vehicular traffic beginning at 5am and through to the end of the event. There will be metal gates(barriers) closing off the entrance to the parking lot with attendants and security personnel (Frontier Securities) present during event hours.

There will be two mobile draft beer trailers parked in the parking lot supplied by L. Knife and will be attended by Shipwrecked TIPS certified employees. Draft beer will be sold to individuals with proper identification. The restaurant will be fully operational and food may be served indoors and out.

Live entertainment (provided by DJ Gonz and other bands) will be playing outdoors between the hours of 10am – 6pm. Music will not infringe upon the proceedings of the road race.

Staff members including managers and kitchen staff will be present during the event who are Serve Safe, Crowd Management, and CPR/First Aid/ Choke Training Certified.

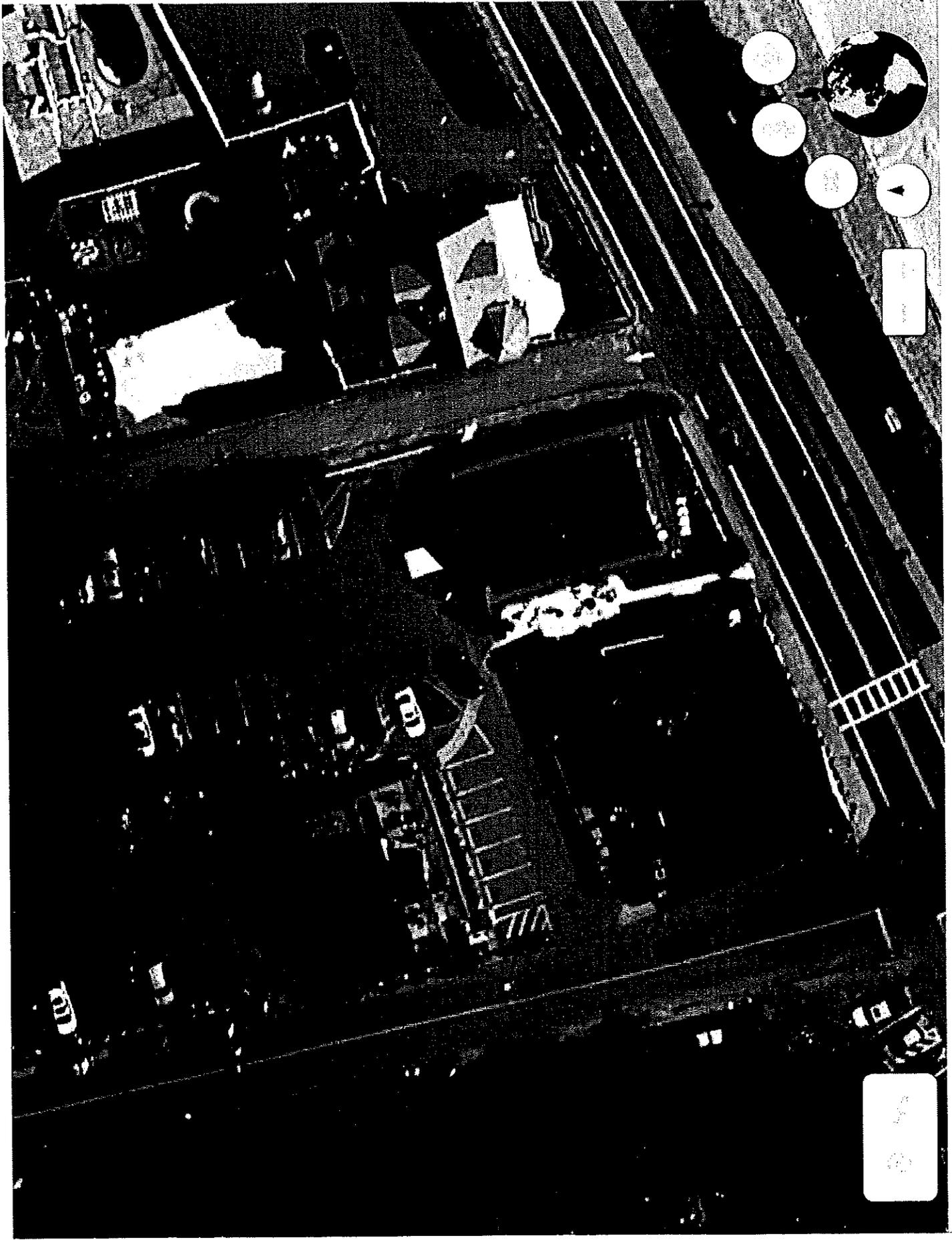
Please feel free to contact the Shipwrecked management team with further questions.

Thank you,

Rob Loewen, General Manager Shipwrecked and Heights Hotel

▪ 508-540-9600

info@shipwreckedfalmouth.com



100%

20 m

Camera: 149 m 41°32'43"N 70°35'43"W 2 m

## **OPEN SESSION**

## **CONSENT AGENDA**

### **1. Licenses**

- f. Application for Special One-Day Wine & Malt Liquor License  
– Gray Matter Marketing – Cape Cod Brew Fest – Cape Cod  
Fairgrounds – Saturday, 9/23/23

Date: 5/22/23

**ONE-DAY LIQUOR LICENSE APPLICATION REVIEW FORM**

**Applicant:** Matthew Gray, Gray Matter Marketing

**Event:** Cape Cod Brew Fest

**Location:** Cape Cod Fairgrounds, 1220 Nathan Ellis Hwy.

**Date:** Saturday, 9/23/23 **Time:** 2:00 p.m. - 5:30 p.m.

**License Type:**  Wine & Malt Beverages or  All Alcoholic Beverages

Application sent to the departments, indicated below, for comment:

|                                                    |                                                                  |
|----------------------------------------------------|------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Police         | <u>No objection. Contact P.D. for detail 30 days in advance.</u> |
| <input checked="" type="checkbox"/> Fire           | <u>No objection. Contact F.D. for inspection of food trucks.</u> |
| <input checked="" type="checkbox"/> Health         | <u>No objection. Food trucks to obtain Health permits.</u>       |
| <input checked="" type="checkbox"/> Building       | <u>No objection</u>                                              |
| <input checked="" type="checkbox"/> Communications | <u>No comment</u>                                                |
| <input checked="" type="checkbox"/> M.E.S.         | <u>No comment</u>                                                |
| <input checked="" type="checkbox"/> DPW            | <u>No objection</u>                                              |
| <input checked="" type="checkbox"/> Recreation     | <u>No objection</u>                                              |
| <input checked="" type="checkbox"/> Beach          | <u>No comment</u>                                                |
| <input type="checkbox"/>                           | <u></u>                                                          |

**NOTES:** The applications for this event and the one-day liquor license were discussed by the Internal Working Group for Special Events with the applicant at its meeting on Thursday, May 11, 2023.

The Special Events Working Group recommends approval.

OK

### Town Manager's Working Group Review Form

Meeting/Review Date: Thursday, May 11, 2023

Event Name: Cape Cod Brew Fest

Applicant: Gray Matter Marketing, Matthew Gray

Location: Cape Cod Fairgrounds

Date of Event: Saturday, September 23, 2023 Time: 2:00 p.m. - 5:30 p.m.

Rain Date: None

Set-up Date: 9/23/23 Time: 9:00 a.m. Breakdown Date: 9/23/23 Time: 7:00 p.m.

Number of Attendees: 2,000

Recurrence/# Years at Site: Recurring event

One-Day Liquor License? Y/N Yes Food/Beverages? Y/N Yes

Signs: Y/N No How Many: \_\_\_\_\_ Where: \_\_\_\_\_

Tents: Y/N No How Many: \_\_\_\_\_ Size: \_\_\_\_\_ Where: \_\_\_\_\_

Parking Plan: 600 vehicles. Parking at fairgrounds.

Entertainment: Yes. Band.

| Reviewers/Sign In:             | Name  | Comments                                             | Written Referral           |                            |
|--------------------------------|-------|------------------------------------------------------|----------------------------|----------------------------|
| Department of Public Works:    | _____ | _____                                                | Y <input type="checkbox"/> | N <input type="checkbox"/> |
| Parks Department               | _____ | _____                                                | Y <input type="checkbox"/> | N <input type="checkbox"/> |
| Highway Department             | _____ | _____                                                | Y <input type="checkbox"/> | N <input type="checkbox"/> |
| Engineering                    | _____ | _____                                                | Y <input type="checkbox"/> | N <input type="checkbox"/> |
| Police Department              | _____ | <u>Conduct 1 month before for detail</u>             | Y <input type="checkbox"/> | N <input type="checkbox"/> |
| Fire Department                | _____ | <u>Conduct 1 month before for fire inspection of</u> | Y <input type="checkbox"/> | N <input type="checkbox"/> |
| Emergency Communications       | _____ | <u>food trucks.</u>                                  | Y <input type="checkbox"/> | N <input type="checkbox"/> |
| Recreation Department          | _____ | _____                                                | Y <input type="checkbox"/> | N <input type="checkbox"/> |
| Inspectional Services          | _____ | _____                                                | Y <input type="checkbox"/> | N <input type="checkbox"/> |
| Health Department              | _____ | <u>Food trucks each to obtain food permits</u>       | Y <input type="checkbox"/> | N <input type="checkbox"/> |
| Beach Department               | _____ | _____                                                | Y <input type="checkbox"/> | N <input type="checkbox"/> |
| Marine & Environmental Svcs.   | _____ | _____                                                | Y <input type="checkbox"/> | N <input type="checkbox"/> |
| Zoning Enforcement Officer     | _____ | _____                                                | Y <input type="checkbox"/> | N <input type="checkbox"/> |
| Bicycle & Pedestrian Committee | _____ | _____                                                | Y <input type="checkbox"/> | N <input type="checkbox"/> |
| Other                          | _____ | _____                                                | Y <input type="checkbox"/> | N <input type="checkbox"/> |

Does this Event Meet the Minimum Requirements of the Special Events Policy? – Yes/No

If No, what are the shortfalls of the application that must be addressed?

Yes. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Special Events Approved or Requested on this Date or Weekend:**

| Event               | Location           | Date                                         |
|---------------------|--------------------|----------------------------------------------|
| <u>Striper Fest</u> | <u>Marina Park</u> | <u>Saturday, 9/23/23 - 12:00 - 6:00 p.m.</u> |
| _____               | _____              | _____                                        |
| _____               | _____              | _____                                        |

**Known Private Events on this Date or Weekend:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Additional Requests:**

Food trucks.

Organizer to provide porta potties.

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**Special Consideration – Events Proposed on Main Streets of Villages**

What measures/conditions are recommended for the Board to consider to respond to potential parking and traffic congestion in proposed area:

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**Conditions, comments, recommendations:**

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**Solid Waste & Recycling Plan:**

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**Correspondence Received:**

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\_\_\_\_\_  
*Initial/Town Manager*

**Fees:**

Fee Waiver Request:    Yes/No No

To Select Board for Approval:

Approved \_\_\_\_\_ Not Approved \_\_\_\_\_

*If approved, terms:*

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# Town of Falmouth

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

## Application for Special Events



### CONTACT INFORMATION

Applicant's Name: Gray Matter Marketing  
 Mailing Address: 87 Col. Christopher Greene Rd, Portsmouth, RI 02871  
 Phone: [REDACTED] Cell Phone: \_\_\_\_\_  
 E-Mail: claire@graymattermarketing.com

### EVENT DETAILS

Name of Event: Cape Cod Brew Fest  
 Type of Event: Beer festival  
 Event Day & Date: Saturday September 23rd, 2023  
 Rain Date: none - rain or shine  
 Event Hours: From: 2pm To: 5:30pm  
 Setup Date: 9/22/2023 Time: 9am Breakdown Date: 9/23/2023 Time: 7pm

### Location Requested:

1<sup>st</sup> Choice: Cape Cod Fairgrounds  
 2<sup>nd</sup> Choice: none

Number of Attendees: 2000 Number of Vehicles: 600

Parking Plan: parking at fairgrounds

- Will event include chairs, barriers, tents? (Yes or No) no (tent permit application, if necessary)
- Will event include signs? (Yes or No) no (sign permit application, if necessary)
- Will event be a road race? (Yes or No) no (include route map, see reverse side for road race rules and sign)
- Will event include use of Shining Sea Bike Path? (Yes or No) no (see reverse side for bike path rules and sign)
- Will event include food or beverages? (Yes or No) yes (temporary food permit application)
- Will event include alcoholic beverages? (Yes or No) yes (one-day liquor license application)
- Will event include entertainment? (Yes or No) yes What type? band

**ADDITIONAL INFORMATION:** (Use of restroom facilities, electricity, etc.) (Attach a narrative describing the event.)  
we bring in all of our own toilets to the fairgrounds

Applicant's Signature: [Signature] Date: 3/13/23

- References:
1. \_\_\_\_\_
  2. \_\_\_\_\_
  3. \_\_\_\_\_

### SELECT BOARD

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

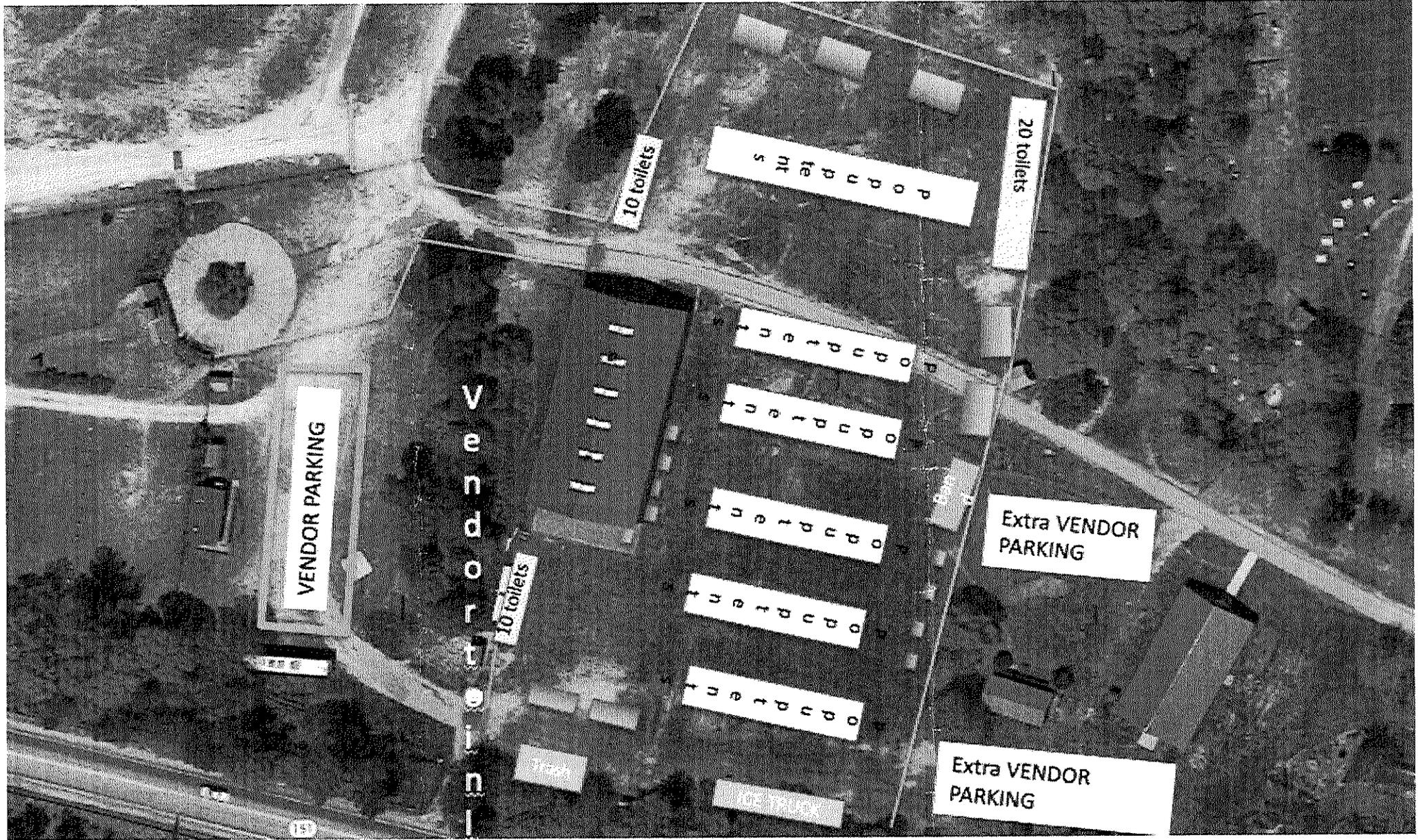
**Town of Falmouth Application Special One-Day License for the Sale of Alcoholic Beverages  
M.G.L.A. Chapter 138, Section 14**

**Narrative describing event**

*Gray Matter Marketing applying for Cape Cod Brew Fest on Saturday, September 23rd<sup>h</sup>, 2023 at Cape Cod Fairgrounds*

The Cape Cod Brew Fest was started in 2014 as a fall celebration of craft beer in Falmouth, MA at the Cape Cod Fairgrounds. Since its inception, Gray Matter Marketing has organized this event and drawn a significant crowd ranging between 1400-2000 attendees. Gray Matter Marketing donates a portion of the proceeds to a local non-profit, the Barnstable County Agricultural Society.

In 2023 we expect to host about 1800 attendees, 75 breweries, and 4-5 food trucks. We will provide all relevant certificates for both alcohol safety (TIPS) and temporary food permits from vendors, as the lineup is confirmed. Vendors will be on site pouring 3 oz samples. Gray Matter Marketing will have security on site checking IDs, securing the premise, and providing crowd control as well as local police. This is a private, ticketed, and 21+ event. Gray Matter Marketing will provide a Certificate of Liquor Liability Insurance, as specified in the application, at the time needed before the event.

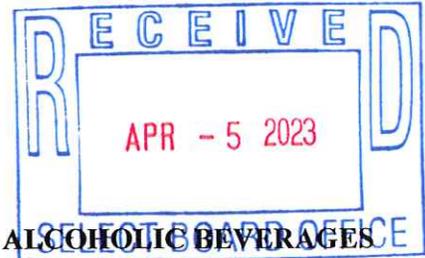


2023 Cape Cod Brew Fest  
Alcohol Plan

Beer will be delivered on Friday, September 22<sup>nd</sup>, 2023 9am-12pm and stored and locked in the barn.

The beer vendors will be in the barn and the pop up tents as indicated on the site map. Beer is served by brewery representatives and once the beer is distributed to each booth, there is no excess beer stored anywhere.

**PAID**  
\$35  
CK# 1791



**APPLICATION**

**SPECIAL ONE-DAY LIQUOR LICENSE FOR THE SALE OF ALCOHOLIC BEVERAGES**  
M.G.L.A. CHAPTER 138, SECTION 14

NAME OF APPLICANT:

Matthew Gray

ADDRESS OF APPLICANT:

87 Col. Christopher Greene Rd

Portsmouth

RI

02871

NAME OF ORGANIZATION:

Gray Matter Marketing

MAILING ADDRESS:

87 Col. Christopher Greene Rd

TELEPHONE #:

401-266-8992

EMAIL:

claire@graymattermarketing.com

LOCATION TO BE LICENSED-ADDRESS:

1221 Nathan Ellis Hwy

Falmouth

MA

02536

EVENT TITLE:

Cape Cod Brew Fest

APPROXIMATE # OF PEOPLE:

2000

DATE(S) OF EVENT:

9/23/2023

HOURS OF EVENT:

2-5:30pm

AUTHORIZED MANAGER OF ESTABLISHMENT EVENT:

Matthew Gray

TYPE OF LICENSE:

1. WINE & MALT

2. ALL ALCOHOLIC

NON-PROFIT ORGANIZATIONS ONLY

FOR PROFIT

NON-PROFIT

**REQUIREMENTS check list:**

1. Provide a narrative overview of the event including a description of the premises, food service, and security
2. Certificate of non-profit status (if your organization is non-profit)
3. Certificate of liquor liability insurance; 1 MILLION PER OCCURANCE - \$2 MILLION AGGREGATE *Forthcoming*
4. Certificate of TIPS or other alcohol safety training for all persons handling alcohol *Forthcoming*
5. Floor plan of area where alcohol will be served, consumed, and securely stored and how this will be separated from public areas (roping, fences, etc.)
6. Temporary Food Permit (Health Department)

DATE

3/13/23

APPLICANT SIGNATURE

*Matthew Gray*

FEE: \$25.00 PER DAY

\$10.00 FILING FEE

## **OPEN SESSION**

## **CONSENT AGENDA**

### **2. Administrative Orders**

- a. Vote to Appoint Member to the Board of Registrars: Virginia  
Apel

**SELECT BOARD MEETING – MAY 22, 2023**

**SELECT BOARD APPOINTMENTS**

**BOARD OF REGISTRARS  
3-YEAR TERMS**

**NAME**

**TERM EXPIRES**

Virginia Apel, Republican Party

3 Years (Until April 1, 2026)

Attached is the nomination from the Chair of the Falmouth Republican Town Committee for your reference.

## Diane Davidson

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**From:** edwin stadelman [REDACTED]  
**Sent:** Thursday, May 11, 2023 1:21 PM  
**To:** Falmouth Town Manager; Diane Davidson; Falmouth Selectboard  
**Cc:** [REDACTED] Beth Farley  
**Subject:** Republican Candidate for Registrar of Voters

To all concerned,

Please accept Virginia Apel of 270 Ter Heun Drive, Falmouth as the Republican representative for the Registrar of voters position in Falmouth. Her further contact information is [virginia@virginia-apel.de](mailto:virginia@virginia-apel.de) and phone is 508-333-2818. Thank you for your consideration.

Regards,

Edwin Stadelman  
Falmouth RTC Chairman  
23 Ben Davis Lane  
East Falmouth, MA.



# TOWN OF FALMOUTH

Office of the Town Manager & Select Board

59 Town Hall Square, Falmouth, Massachusetts 02540

Telephone: (508) 495-7320

[townmanager@falmouthma.gov](mailto:townmanager@falmouthma.gov)

April 28, 2023

Mr. Edwin Stadelman  
23 Ben Davis Lane  
East Falmouth, MA 02536

Email: [REDACTED]

Dear Mr. Stadelman:

As required by M.G.L. c. 51 §15 Registrars are appointed by the Select Board from a list submitted by the town committees of the two leading political parties. If no list is submitted within 45 days of the party chair being notified, appointments may be made without reference to the list.

The Board of Registrars in all towns is a four-member board of which one member is the town clerk. The other three members are appointed in a manner to maintain equal representation of the two leading political parties.

Grace O'Gorman's term on the Board of Registrars expired on April 1, 2023. She has reached her term limit of 3, 3-year terms.

If you have any questions about the responsibilities of the Board of Registrars, please do not hesitate to contact Michael Palmer, our Town Clerk.

Sincerely,

Nancy R. Taylor  
Chair, Select Board

cc: Town Clerk

## **OPEN SESSION**

## **CONSENT AGENDA**

### **2. Administrative Orders**

- b. Vote to Appoint Inspectors of Animals – Jessica Gow,  
Christopher Anglin, Molly Masson

**SELECT BOARD MEETING – MAY 22, 2023**

**SELECT BOARD APPOINTMENTS**

**INSPECTOR OF ANIMALS  
1-YEAR TERMS**

| <b><u>NAME</u></b> | <b><u>TERM EXPIRES</u></b> |
|--------------------|----------------------------|
| Jessica Gow        | 4/30/24                    |
| Christopher Anglin | 4/30/24                    |
| Molly Masson       | 4/30/24                    |

**Attached are the certificates of appointment from the Division of Animal Health,  
Massachusetts Department of Agricultural Resources.**

# THE COMMONWEALTH OF MASSACHUSETTS

EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS



## Department of Agricultural Resources

251 Causeway Street, Suite 500, Boston, MA 02114  
617-626-1700 fax: 617-626-1850 [www.mass.gov/agr](http://www.mass.gov/agr)



Maura T. Healey  
GOVERNOR

Kimberley Driscoll  
LIEUTENANT  
GOVERNOR

Rebecca L. Tepper  
SECRETARY

Ashley E. Randle  
COMMISSIONER

April 24, 2023

### Nominating Authority:

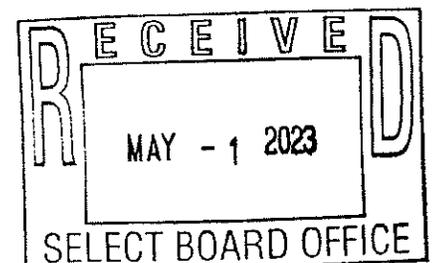
Enclosed is the certificate of appointment for your Inspector of Animals. This appointment covers the inspector from May 1, 2023, until April 30, 2024. The nominating authority should retain this copy as proof of appointment. The animal inspector may choose to carry a copy of the certificate with them. A reduction to 35% on a photocopier will produce a legible wallet-sized copy.

If you have any questions, please call Ashley Kraft at (617) 626-1810 or email [Ashley.Kraft@mass.gov](mailto:Ashley.Kraft@mass.gov).

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Cahill".

Michael Cahill  
Director  
Division of Animal Health  
Massachusetts Department of Agricultural Resources





THE COMMONWEALTH OF MASSACHUSETTS

DEPARTMENT OF AGRICULTURAL RESOURCES

DIVISION OF ANIMAL HEALTH

251 CAUSEWAY STREET, SUITE 500

BOSTON, MA 02114-2151

**CERTIFICATE OF APPOINTMENT OF INSPECTOR OF ANIMALS**

City / Town of Falmouth

Through April 30, 2024

Notice is hereby given that I, Michael Cahill, acting under the authority of section 15 and 16 of Chapter 129 of the General Laws, as amended, do hereby approve the appointment of Jessica Gow as Inspector of Animals for the City or Town of Falmouth, County of Barnstable, Commonwealth of Massachusetts.

5/1/2023

Date Approved

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

Director of the Division of Animal Health



THE COMMONWEALTH OF MASSACHUSETTS

DEPARTMENT OF AGRICULTURAL RESOURCES

DIVISION OF ANIMAL HEALTH

251 CAUSEWAY STREET, SUITE 500

BOSTON, MA 02114-2151

**CERTIFICATE OF APPOINTMENT OF INSPECTOR OF ANIMALS**

City / Town of Falmouth

Through April 30, 2024

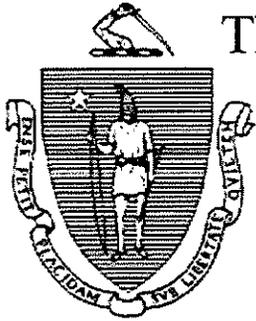
Notice is hereby given that I, Michael Cahill, acting under the authority of section 15 and 16 of Chapter 129 of the General Laws, as amended, do hereby approve the appointment of Christopher Anglin as Inspector of Animals for the City or Town of Falmouth, County of Barnstable, Commonwealth of Massachusetts.

5/1/2023

Date Approved

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

Director of the Division of Animal Health



THE COMMONWEALTH OF MASSACHUSETTS

DEPARTMENT OF AGRICULTURAL RESOURCES

DIVISION OF ANIMAL HEALTH

251 CAUSEWAY STREET, SUITE 500

BOSTON, MA 02114-2151

**CERTIFICATE OF APPOINTMENT OF INSPECTOR OF ANIMALS**

City / Town of Falmouth

Through April 30, 2024

Notice is hereby given that I, Michael Cahill, acting under the authority of section 15 and 16 of Chapter 129 of the General Laws, as amended, do hereby approve the appointment of Molly Masson as Inspector of Animals for the City or Town of Falmouth, County of Barnstable, Commonwealth of Massachusetts.

5/8/2023

Date Approved

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

Director of the Division of Animal Health

## **OPEN SESSION**

## **CONSENT AGENDA**

### **2. Administrative Orders**

- c. Vote to approve updated Public Comment Policy

## POLICY ON PUBLIC COMMENT AND PARTICIPATION

The Select Board ~~of Selectmen~~ values public comment and participation in matters before the board. This policy sets forth guidelines for members of the public when addressing the Board during a public meeting. The purpose of the policy is to provide rules of participation that allow for the Board to conduct the business of the Town in an orderly and efficient manner, while protecting the vital tradition of commentary and feedback by the public.

Meetings of the Select Board ~~of Selectmen~~ are conducted in accordance with G.L. c. 30A, §§. 18 - 25 known as the Open Meeting Law ("the OML"). ~~A meeting is generally defined as "a deliberation by a public body with respect to any matter within the body's jurisdiction." A deliberation is defined as "an oral or written communication through any medium, including electronic mail, between or among a quorum of a public body on any public business within its jurisdiction."~~ As a general rule, members of the Select Board ~~of Selectmen are permitted~~ meet to deliberate and act upon matters identified as an agenda item in the Notice of Meeting posted for the meeting in accordance with the OML. If a matter is not identified as an agenda item in the Notice of Meeting, the board may not deliberate and act upon it unless there are emergency circumstances. ~~For this reason the board has promulgated this policy on public comment and~~ participation at its meetings. The Select Board may invite members of the public to comment on agenda items. The Select Board may also allot time during the meeting for members of the public to speak on any matter of concern not listed as an item for discussion on the agenda.

There are two parts to the policy. The first relates to public comment and participation in a matter identified as an agenda item in the Notice of Meeting. The second relates to public comment and participation in a matter which is not identified as an agenda item in the Notice of Meeting.

### PUBLIC COMMENT AND PARTICIPATION IN A MATTER IDENTIFIED AS AN AGENDA ITEM IN THE NOTICE OF MEETING WITH SELECT BOARD ~~OF SELECTMEN~~ PARTICIPATION

The OML grants the public the right to attend any meeting of a public body except an executive session. An individual in attendance may not address the public body without the permission of the chair. An individual may not disrupt the meeting of a public body and the audience must remain silent. It is within the discretion of the chair to issue warnings to or order the dismissal of members of the public who disrupt the meeting or fail to heed warnings.

At the beginning of any meeting of the board, the chair shall call the meeting to order and announce any relevant information pertaining to public comment and participation on a matter identified as an agenda item in the Notice of Meeting. Ordinarily public comment and participation will be permitted only when the item is reached for deliberation by the board in accordance with the agenda.

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~~There shall be no~~ To promote order and efficiency, the chair may set a time limit on recognized public speakers. ~~unless 1) the chair announces the limit beforehand and 2) T~~ the time limit applies equally to all speakers. No speaker may yield to another speaker without the permission of the chair. All speakers ~~will be expected to~~ must focus remarks on the matter identified as an agenda item in the Notice of Meeting and remain "on topic." There shall be no discrimination based upon the speaker's viewpoints. The chair may terminate the comments and participation of any speaker who continues to make irrelevant and extraneous remarks after warning by the chair. Any comments that cause a disruption of the meeting or impede the ability of the Board to conduct business will not be tolerated and a speaker may be removed for causing such disruption.

Any speaker who reads from a document or displays an exhibit to the board must leave a copy with the board to be filed with the minutes of the meeting.

~~Any member of the public or any representative of a group may request to address the Board of Selectmen if the matter pertains to a matter within the jurisdiction of the board and the matter will likely require participation and action by members of the board. In these circumstances the person or representative of a group must inform the Town Manager who will confer with the chair to~~

~~determine if and when the matter might be identified as an agenda item on the Notice of Meeting of a future meeting of the board.~~

**PUBLIC COMMENT AND PARTICIPATION IN A MATTER  
NOT IDENTIFIED AS AN AGENDA ITEM IN THE NOTICE OF MEETING WITHOUT  
SELECT BOARD OF SELECTMEN PARTICIPATION**

It is the practice of the Board of Selectmen to schedule a "PUBLIC COMMENT" period during regularly scheduled meetings of the board. The purpose of the public comment period is to allow any person or a representative of a group to briefly address the board on ~~routine~~ matters not identified as an agenda item on the Notice of Meeting. During the public comment period, the ~~Select Board of Selectmen~~ will not engage in discussion with the speaker or take any action on the matter.

~~The public comment period may be used to announce events or other matters which do not require deliberation or action by the board.~~

The public comment period is a discretionary matter and the ~~B~~board may omit the public comment period from the Notice of Meeting to prioritize available time for other matters. ~~The public comment period is subject to such rules as the board may promulgate from time to time.~~ The Board may impose rules on the time, place and manner of public comment that support and promote the ability of the Board to meet, debate, deliberate and vote on matters before them without disorder and disruption.

**THE PUBLIC COMMENT PERIOD IS SUBJECT TO THE FOLLOWING RULES OF  
PROCEDURE WHICH ARE SUBJECT TO CHANGE  
AT THE DISCRETION OF THE BOARD**

1. ~~Early on the agenda there will be~~The Select Board may place a public comment period early on the agenda for individuals or group representatives to address the Select Board of Selectmen on any issue under the jurisdiction of the board. The Chair ~~person~~ will determine the duration of the public comment period ~~depending on the number of persons who inform the chair of intent to address the board~~. The duration of the public comment period will ordinarily not exceed ten (10) minutes.
2. Speakers will be allowed two (2) minutes and the chair may allow a group representative more time to avoid repetitive comments from multiple speakers.
3. Speakers may address the board on any subject within the jurisdiction of the board, ~~which is subject to reasonable determination by the chair~~. Speakers may not use the public comment period to address the board ~~on any subject that is the subject of~~about an agenda item ~~of to be discussed at~~ the same meeting. The chair will direct the speaker to wait for the agenda item to be identified and taken up by the board at that time.
4. ~~If it is necessary for the speaker to identify a town employee or other person, the speaker may do so~~. Comments about job performance and decisions made are permissible, but ~~it is not appropriate to use the public comment period to comment on any person's reputation, character, physical condition or mental health,~~ disciplinary matters ~~or and~~ civil or criminal charges are not matters within the jurisdiction of the Board and are not an appropriate topic for a Select Board meeting. ~~These matters are subject to discussion in executive session as provided in the Open Meeting Law. Any speaker in doubt about a proper purpose for executive session should confer with the Town Manager in advance of the meeting.~~
5. ~~Any other subject which is a proper purpose for executive session as provided in the Open Meeting Law is not a proper subject for the public comment session. Any speaker in doubt about a~~

~~proper purpose for executive session should confer with the Town Manager in advance of the meeting.~~

~~6.5. ——— The use of obscenities, t~~Threats of violence or other speech likely to provoke a violent reaction is prohibited and the chair may issue a warning ~~to~~ or order the dismissal of the speaker.

~~7.6. All remarks or statements must be made to the chair and the speaker may not ask questions of any member of the board or the public in attendance.~~

7. Members of the board are not permitted to respond to any comment made during the public comment period. ~~If any comment requires a response, t~~The chair ~~will~~may direct the Town Manager to respond after the meeting or place the matter on the agenda for a subsequent board meeting for public discussion and action.

~~8.~~

## **POLICY ON PUBLIC COMMENT AND PARTICIPATION**

The Select Board values public comment and participation in matters before the board. This policy sets forth guidelines for members of the public when addressing the Board during a public meeting. The purpose of the policy is to provide rules of participation that allow for the Board to conduct the business of the Town in an orderly and efficient manner, while protecting the vital tradition of commentary and feedback by the public.

Meetings of the Select Board are conducted in accordance with G.L. c. 30A, §§. 18 - 25 known as the Open Meeting Law ("the OML"). As a general rule, members of the Select Board meet to deliberate and act upon matters identified as an agenda item in the Notice of Meeting posted for the meeting in accordance with the OML. If a matter is not identified as an agenda item in the Notice of Meeting, the board may not deliberate and act upon it unless there are emergency circumstances. The Select Board may invite members of the public to comment on agenda items. The Select Board may also allot time during the meeting for members of the public to speak on any matter of concern not listed as an item for discussion on the agenda.

There are two parts to the policy. The first relates to public comment and participation in a matter identified as an agenda item in the Notice of Meeting. The second relates to public comment and participation in a matter which is not identified as an agenda item in the Notice of Meeting.

### **PUBLIC COMMENT AND PARTICIPATION IN A MATTER IDENTIFIED AS AN AGENDA ITEM IN THE NOTICE OF MEETING WITH SELECT BOARD PARTICIPATION**

The OML grants the public the right to attend any meeting of a public body except an executive session. An individual in attendance may not address the public body without the permission of the chair. An individual may not disrupt the meeting of a public body and the audience must remain silent. It is within the discretion of the chair to issue warnings to or order the dismissal of members of the public who disrupt the meeting or fail to heed warnings.

At the beginning of any meeting of the board, the chair shall call the meeting to order and

announce any relevant information pertaining to public comment and participation on a matter identified as an agenda item in the Notice of Meeting. Ordinarily public comment and participation will be permitted only when the item is reached for deliberation by the board in accordance with the agenda.

To promote order and efficiency, the chair may set a time limit on recognized public speakers. The time limit applies equally to all speakers. No speaker may yield to another speaker without the permission of the chair. All speakers must focus remarks on the matter identified as an agenda item in the Notice of Meeting and remain "on topic." There shall be no discrimination based upon the speaker's viewpoints. The chair may terminate the comments and participation of any speaker who continues to make irrelevant and extraneous remarks after warning by the chair. Any comments that cause a disruption of the meeting or impede the ability of the Board to conduct business will not be tolerated and a speaker may be removed for causing such disruption.

Any speaker who reads from a document or displays an exhibit to the board must leave a copy with the board to be filed with the minutes of the meeting.

**PUBLIC COMMENT AND PARTICIPATION IN A MATTER  
NOT IDENTIFIED AS AN AGENDA ITEM IN THE NOTICE OF MEETING WITHOUT  
SELECT BOARD PARTICIPATION**

It is the practice of the Board of Selectmen to schedule a "PUBLIC COMMENT" period during regularly scheduled meetings of the board. The purpose of the public comment period is to allow any person or a representative of a group to briefly address the board on matters not identified as an agenda item on the Notice of Meeting. During the public comment period, the Select Board will not engage in discussion with the speaker or take any action on the matter.

The public comment period is a discretionary matter and the Board may omit the public comment period from the Notice of Meeting to prioritize available time for other matters. The Board may impose rules on the time, place and manner of public comment that support and promote the ability of the Board to meet, debate, deliberate and vote on matters before them without disorder and disruption.

**THE PUBLIC COMMENT PERIOD IS SUBJECT TO THE FOLLOWING RULES OF  
PROCEDURE WHICH ARE SUBJECT TO CHANGE  
AT THE DISCRETION OF THE BOARD**

1. The Select Board may place a public comment period early on the agenda for individuals or group representatives to address the Select Board on any issue under the jurisdiction of the board. The Chair will determine the duration of the public comment period. The duration of the public comment period will ordinarily not exceed ten (10) minutes.
2. Speakers will be allowed two (2) minutes and the chair may allow a group representative more time to avoid repetitive comments from multiple speakers.
3. Speakers may address the board on any subject within the jurisdiction of the board. Speakers may not use the public comment period to address the board about an agenda item to be discussed at the same meeting. The chair will direct the speaker to wait for the agenda item to be identified and taken up by the board at that time.
4. Comments about job performance and decisions made are permissible, but disciplinary matters and civil or criminal charges are not matters within the jurisdiction of the Board and are not an appropriate topic for a Select Board meeting.
5. Threats of violence or other speech likely to provoke a violent reaction is prohibited and the chair may issue a warning or order the dismissal of the speaker.
6. All remarks or statements must be made to the chair.
7. Members of the board are not permitted to respond to any comment made during the public comment period. The chair may direct the Town Manager to respond after the meeting or place the matter on the agenda for a subsequent board meeting for public discussion and action.

## **OPEN SESSION**

## **CONSENT AGENDA**

### **2. Administrative Orders**

- d. Vote to authorize the Chair of the Select Board to execute the Regulatory Agreement for Lighthouse Station, 533 Woods Hole Road

**AMENT KLAUER LLP**

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39 Town Hall Square  
Falmouth, MA 02540

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Matthew M. Terry, Esq.

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Fax (508) 457-1293  
Website: [www.amentklauer.com](http://www.amentklauer.com)

April 18, 2023

Peter Johnson-Staub, Acting Town Manager  
Town of Falmouth  
59 Town Hall Square  
Falmouth, MA 02540

Re: Lighthouse Station at Woods Hole  
Affordable Housing Regulatory Agreement for four rental units  
at 533 Woods Hole Road

Dear Peter:

Woods Hole Partners, LLC, developer of Lighthouse Station at Woods Hole, has begun construction of the four affordable rental units, which have been approved as Local Action Units. The developer has agreed with DHCD on the terms of the Regulatory Agreement and Declaration of Restrictive Covenants ("Agreement") to be recorded in Barnstable County Registry of Deeds. See the email chain enclosed, including the statement of DHCD's Aly Sabatino that 2 of the 4 units have been approved for local preference.

Three copies of the Agreement are delivered herewith. These copies should be signed by you on behalf of the Town, and returned to me. Your signature needs to be notarized. I will be getting signatures from Mark Bogosian as Manager of Woods Hole Partners, LLC and from the mortgage holder. Then, after the Agreement is signed by DHCD, we will record it in Barnstable Registry of Deeds and we will provide a copy to the Town.

Please let me know if you have questions.

Very truly yours,



Robert H. Ament

RHA/gmb  
Enclosure

cc: Jeanne Fay, Longfellow Design Build



LOCAL INITIATIVE PROGRAM

**REGULATORY AGREEMENT  
AND  
DECLARATION OF RESTRICTIVE COVENANTS  
FOR  
RENTAL PROJECT  
Local Action Units**

This Regulatory Agreement and Declaration of Restrictive Covenants (the "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and among the Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development ("DHCD") pursuant to G.L. c.23B §1 as amended by Chapter 19 of the Acts of 2007, the Town of Falmouth ("the Municipality"), and Woods Hole Partners LLC, a Massachusetts limited liability company, having an address at 367 Main Street, Falmouth, MA 02540, and its successors and assigns ("Developer").

WITNESSETH:

WHEREAS, pursuant to G.L. c. 40B, §§ 20-23 (the "Act") and the final report of the Special Legislative Commission Relative to Low and Moderate Income Housing Provisions issued in April 1989, regulations have been promulgated at 760 CMR 56.00 (the "Regulations") which establish the Local Initiative Program ("LIP") and *Comprehensive Permit Guidelines: M.G.L. Chapter 40B Comprehensive Permit Projects - Subsidized Housing Inventory* have been issued thereunder (the "Guidelines");

WHEREAS, Developer intends to construct a 43-unit housing development known as Lighthouse Station at Woods Hole on a 5.3-acre site at 533 Woods Hole Road in the Municipality, more particularly described in Exhibit A attached hereto and made a part hereof (the "Development");

WHEREAS, pursuant to a special permit granted by the Town of Falmouth Zoning Board of Appeals and recorded with the Barnstable County Registry of Deeds (the "Registry") in Book 34446, Page 63 (the "Special Permit"), as modified by a decision recorded with the Registry in Book 34446, Page 81, the Development will include thirty-nine (39) market rate homeownership condominium units.

WHEREAS, pursuant to the Special Permit, the Development will also include a total number of four (4) rental dwellings (the "Low and Moderate Income Units"), all four of which will be sited within the two duplex buildings shown on the attached Site Layout Plan as Building F and Building G (the "Project"), and will be rented at rents specified in this Agreement to Eligible Tenants as specified in paragraph two of this Agreement; and

WHEREAS, the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) and Developer have made application to DHCD to certify that the Low and

Moderate Income Units in the Project are Local Action Units (as that term is defined in the Guidelines) within the LIP Program; and

WHEREAS, in partial consideration of the execution of this Agreement, DHCD has issued or will issue its final approval of the Project within the LIP Program and has given and will give technical and other assistance to the Project;

NOW, THEREFORE, in consideration of the agreements and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which each of the parties hereto hereby acknowledge to the other, DHCD, the Municipality, and Developer hereby agree and covenant as follows:

1. Construction. Developer agrees to construct the Project in accordance with plans and specifications approved by the Municipality (the "Plans and Specifications"). In addition, all Low and Moderate Income Units to be constructed as part of the Project must contain complete living facilities, including but not limited to a stove, refrigerator, kitchen cabinets, plumbing fixtures, and washer/dryer hookup, all as more fully shown in the Plans and Specifications.

All four (4) of the Low and Moderate Income Units shall be two bedroom units; .  
All Low and Moderate Income Units to be occupied by families must contain two or more bedrooms. Low and Moderate Income Units must have the following minimum areas:

Two-bedroom units - 900 square feet

During the term of this Agreement, Developer covenants, agrees, and warrants that the Project and each Low and Moderate Income Unit will remain suitable for occupancy and in compliance with all federal, state, and local health, safety, building, sanitary, environmental, and other laws, codes, rules, and regulations, including without limitation laws relating to the operation of adaptable and accessible housing for the disabled. The Project must comply with all similar local codes, ordinances, and by-laws.

2. Affordability.

(a) Throughout the term of this Agreement, each Low and Moderate Income Unit will be rented for no more than the rental rates set forth herein to an Eligible Tenant. An Eligible Tenant is a Family whose annual income does not exceed eighty percent (80%) of the Area median income adjusted for family size as determined by the U.S. Department of Housing and Urban Development ("HUD"). A "Family" shall mean two or more persons who will live regularly in the Low and Moderate Income Unit as their primary residence and who are related by blood, marriage, or operation of law or who have otherwise evidenced a stable inter-dependent relationship; or an individual. The "Area" is defined as the Barnstable County MSA.

(b) The monthly rents charged to tenants of Low and Moderate Income Units shall not exceed an amount equal to thirty percent (30%) of the monthly adjusted income of a Family whose gross income equals eighty percent (80%) of the median income for the Area, with adjustment for the number of bedrooms in the Unit, as provided by HUD. In determining the maximum monthly rent that may be charged for a Low and Moderate Income Unit under this clause, Developer shall include an allowance for any utilities and services (excluding telephone)

to be paid by the resident. Annual income shall be as defined in 24 C.F.R. 5.609 (or any successor regulation) using assumptions provided by HUD. The initial maximum monthly rents and utility allowances for the Low and Moderate Income Units are set forth in Exhibit B attached hereto. If the rent for a Low and Moderate Income Unit is subsidized by a state or federal rental subsidy program, then the rent applicable to the Low and Moderate Income Unit may be limited to that permitted by such rental subsidy program, provided that the tenant's share of rent does not exceed the maximum annual rental expense as provided in this Agreement.

Annually as part of the annual report required under Subsection 2(e) below, Developer shall submit to the Municipality and DHCD a proposed schedule of monthly rents and utility allowances for all Low and Moderate Income Units in the Project. Such schedule shall be subject to the approval of the Municipality and DHCD for compliance with the requirements of this Section. Rents for Low and Moderate Income Units shall not be increased without the Municipality's and DHCD's prior approval of either (i) a specific request by Developer for a rent increase or (ii) the next annual schedule of rents and allowances. Notwithstanding the foregoing, rent increases shall be subject to the provisions of outstanding leases and shall not be implemented without at least 30 days' prior written notice by Developer to all affected tenants. If an annual request for a new schedule of rents for the Low and Moderate Income Units as set forth above is based on a change in the Area median income figures published by HUD, and the Municipality and DHCD fail to respond to such a submission within thirty (30) days of the Municipality's and DHCD's receipt thereof, the Municipality and DHCD shall be deemed to have approved the submission. If an annual request for a new schedule of rents for the Low and Moderate Income Units is made for any other reason, and the Municipality and DHCD fail to respond within thirty (30) days of the Municipality's and DHCD's receipt thereof, the Developer may send DHCD and the Municipality a notice of reminder, and if the Municipality and DHCD fail to respond within thirty (30) days from receipt of such notice of reminder, the Municipality and DHCD shall be deemed to have approved the submission.

Without limiting the foregoing, Developer may request a rent increase for the Low and Moderate Units to reflect an increase in the Area median income published by HUD between the date of this Agreement and the date that the Units begin to be marketed or otherwise made available for rental pursuant to Section 4 below; if the Municipality and DHCD approve such rent increase in accordance with this subsection, the Initial Maximum Rents and Utility Allowances for Low and Moderate Income Units in Exhibit B of the Agreement shall be deemed to be modified accordingly.

(c) If, after initial occupancy, the income of a tenant of a Low and Moderate Income Unit increases and, as a result of such increase, exceeds the maximum income permitted hereunder for such a tenant, the unit will be deemed a Low and Moderate Income Unit so long as the unit continues to be rent-restricted and the tenant's income does not exceed 140% of the maximum income permitted. If the tenant's income exceeds 140% of the maximum income permitted at the time of annual income determination, the unit will be deemed a Low and Moderate Income Unit until the tenant's one-year lease term expires. When the over-income tenant voluntarily vacates the unit and when the unit is again rented to an Eligible Tenant, the unit will be deemed a Low and Moderate Income Unit and included in the Subsidized Housing Inventory upon the Municipality's application to DHCD.

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

(e) Throughout the term of this Agreement, Developer shall annually determine whether the tenant of each Low and Moderate Income Unit remains an Eligible Tenant. This determination shall be reviewed by the Municipality and certified to DHCD as provided in section 2(g), below.

(f) Developer shall enter into a written lease with each tenant of a Low and Moderate Income Unit which shall be for a minimum period of one year and which provides that the tenant shall not be evicted for any reason other than a substantial breach of a material provision of such lease.

(g) Throughout the term of this Agreement, the Chief Executive Officer shall annually certify in writing to DHCD that each of the Low and Moderate Income Units continues to be Low and Moderate Income Unit as provided in sections 2 (a) and(c), above; and that the Project and the Low and Moderate Income Units have been maintained in a manner consistent with the Regulations and Guidelines and this Agreement.

### 3. Subsidized Housing Inventory.

(a) The Project will be included in the Subsidized Housing Inventory upon the occurrence of one of the events described in 760 CMR 56.03(2). All four of the Low and Moderate Income Units will be deemed low and moderate income housing to be included in the Subsidized Housing Inventory.

(b) The Low and Moderate Income Units included in the Subsidized Housing Inventory will continue to be included in the Subsidized Housing Inventory in accordance with 760 CMR 56.03(2) for as long as the following three conditions are met: (1) this Agreement remains in full force and effect and neither the Municipality nor the Developer are in default hereunder; (2) the Project and each of the Low and Moderate Income Units continue to comply with the Regulations and the Guidelines as the same may be amended from time to time and (3) each Low and Moderate Income Unit remains a Low and Moderate Income Unit as provided in section 2(c), above.

4. Marketing. Prior to marketing or otherwise making available for rental any of the Units, Developer must obtain DHCD's approval of a marketing plan (the "Marketing Plan") for the Low and Moderate Income Units. Such Marketing Plan must describe the tenant selection process for the Low and Moderate Income Units and must set forth a plan for affirmative fair marketing of Low and Moderate Income Units to protected groups underrepresented in the Municipality, including provisions for a lottery, as more particularly described in the Regulations and Guidelines. At the option of the Municipality, and provided that the Marketing Plan demonstrates (i) the need for the local preference (e.g., a disproportionately low rental or ownership affordable housing stock relative to need in comparison to the regional area), and (ii) that the proposed local preference will not have a disparate impact on protected classes, the Marketing Plan may also include a preference for local residents for up to seventy percent (70%)

of the Low and Moderate Income Units, subject to all provisions of the Regulations and Guidelines and applicable to the initial rent-up only. When submitted to DHCD for approval, the Marketing Plan should be accompanied by a letter from the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) which states that the tenant selection and local preference (if any) aspects of the Marketing Plan have been approved by the Municipality and which states that the Municipality will perform any aspects of the Marketing Plan which are set forth as responsibilities of the Municipality in the Marketing Plan. The Marketing Plan must comply with the Regulations and Guidelines and with all other applicable statutes, regulations and executive orders, and DHCD directives reflecting the agreement between DHCD and the U.S. Department of Housing and Urban Development in the case of NAACP, Boston Chapter v. Kemp. If the Project is located in the Boston-Cambridge-Quincy MA-NH Metropolitan Statistical Area, the Developer must list all Low and Moderate Income Units with the City of Boston's MetroList (Metropolitan Housing Opportunity Clearing Center), at Boston City Hall, Fair Housing Commission, Suite 966, One City Hall Plaza, Boston, MA 02201 (671-635-3321). All costs of carrying out the Marketing Plan shall be paid by Developer. A failure to comply with the Marketing Plan by Developer or by the Municipality shall be deemed to be a default of this Agreement. Developer agrees to maintain for five years following the initial rental of the last Low and Moderate Income Unit and for five years following all future rentals, a record of all newspaper advertisements, outreach letters, translations, leaflets, and any other outreach efforts (collectively "Marketing Documentation") as described in the Marketing Plan as approved by DHCD which may be inspected at any time by DHCD. All Marketing Documentation must be approved by DHCD prior to its use by Developer or the Municipality. The Developer and the Municipality agree that if at any time prior to or during the process of marketing the Low and Moderate Income Units, DHCD determines that Developer, or the Municipality with respect to aspects of the Marketing Plan that the Municipality has agreed to be responsible for, has not adequately complied with the approved Marketing Plan, that Developer or the Municipality as the case may be, shall conduct such additional outreach or marketing efforts as shall be determined by DHCD.

5. Non-discrimination. Neither Developer nor the Municipality shall discriminate on the basis of race, creed, color, sex, age, disability, marital status, national origin, sexual orientation, gender identify, familial status, genetic information, ancestry, children, receipt of public assistance, military or veterans status, or any other basis prohibited by law in the selection of tenants; and Developer shall not so discriminate in connection with the employment or application for employment of persons for the construction, operation or management of the Project.

6. Inspection. Developer agrees to comply and to cause the Project to comply with all requirements of the Regulations and Guidelines and all other applicable laws, rules, regulations, and executive orders. DHCD and the Chief Executive Officer of the municipality shall have access during normal business hours to all books and records of Developer and the Project in order to monitor the Developer's compliance with the terms of this Agreement.

7. Recording. Upon execution, Developer shall immediately cause this Agreement and any amendments hereto to be recorded with the Registry of Deeds for the County where the Project is located or, if the Project consists in whole or in part of registered land, file this Agreement and any amendments hereto with the Registry District of the Land Court for the County where the Project is located (collectively hereinafter, the "Registry of Deeds"), and

Developer shall pay all fees and charges incurred in connection therewith. Upon recording or filing, as applicable, Developer shall immediately transmit to DHCD and the Municipality evidence of such recording or filing including the date and instrument, book and page or registration number of the Agreement.

8. Representations. Developer hereby represents, covenants and warrants as follows:

(a) Developer (i) is a Limited Liability Company (LLC) duly organized under the laws of the Commonwealth of Massachusetts, and is qualified to transact business under the laws of this State, (ii) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (iii) has the full legal right, power and authority to execute and deliver this Agreement.

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

(c) Developer will, at the time of execution and delivery of this Agreement, have good and marketable title to the premises constituting the Project free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Agreement, the Master Deed of Lighthouse Station Condominium and the Declaration of Trust of Lighthouse Station Condominium Trust, any loan documents relating to the Project the terms of which are approved by DHCD, or other permitted encumbrances, including mortgages referred to in paragraph 17, below).

(d) There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of Developer, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted (and as now contemplated by this Agreement) or would materially adversely affect its financial condition.

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

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

- A signed agreement stating that the transferee will assume in full Developer's obligations and duties under this Agreement, together with a certification by the attorney or title company that it will be held in escrow and, in the case of any transfer other than a transfer of Beneficial Interests, recorded in the Registry of Deeds with the deed and/or other recorded

documents effecting the Sale;

- The name of the proposed transferee and any other entity controlled by or controlling or under common control with the transferee, and names of any affordable housing developments in the Commonwealth owned by such entities;
- A certification from the Municipality that the Development is in compliance with the affordability requirements of this Agreement.

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

- The package requesting consent is incomplete, or
- The proposed transferee (or any entity controlled by or controlling or under common control with the proposed transferee) has a documented history of serious or repeated failures to abide by agreements of affordable housing funding or regulatory agencies of the Commonwealth or the federal government or is currently in violation of any agreements with such agencies beyond the time permitted to cure the violation, or
- The Project is not being operated in compliance with the affordability requirements of this Agreement at the time of the proposed Sale.

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

- (i) any change, substitution or withdrawal of any general partner, manager, or agent of Developer; or
- (ii) the conveyance, assignment, transfer, or relinquishment of a majority of the Beneficial Interests (herein defined) in Developer (except for such a conveyance, assignment, transfer or relinquishment among holders of Beneficial Interests as of the date of this Agreement).
- (iii) the sale, mortgage, conveyance, transfer, ground lease, or exchange of Developer's interest in the Project or any part of the Project.

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

(d) Notwithstanding the above, DHCD's consent under this Section 9 shall not be required with respect to the grant by Developer of any mortgage or other security interest

in or with respect to the Project to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional lender made at no greater than the prevailing rate of interest or any exercise by any such mortgagee of any of its rights and remedies (including without limitation, by foreclosure or by taking title to the Project by deed in lieu of foreclosure), subject, however to the provisions of Section 14 hereof.

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

(e) DHCD's consent under this Section 9 shall not be required with respect to:

(i) the conveyance or sale by Developer or any successor owner(s) of any of the 39 market rate homeownership units within the Development, nor

(ii) the conveyance or sale of any of the four (4) Low and Moderate Income Units, subject to the terms of this Regulatory Agreement and Declaration of Restrictive Covenants for Rental Project, to Mark Bogosian, who is a present Manager of Developer, nor to an entity in which Mark Bogosian is an officer or manager and in which he certifies that he maintains a majority ownership interest and that such conveyance or sale will not result in: (A) a change of control with respect to day-to-day decision making over the Project, (B) a change in control of decisions regarding the appointment of a management agent, if applicable, or (C) a change in control over decision making regarding sale or refinancing of the Project, provided that Developer or its successor complies with the notice requirements of Section (c) above and provides with such notice: (A) a certification from the Municipality from within the last six months that the Project is in compliance with the affordability requirements of this Agreement and (B) a certificate of good standing for the proposed transferee issued by the Secretary of the Commonwealth.

10. Casualty; Demolition; Change of Use.

(a) Developer represents, warrants, and agrees that if the Project, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, Developer (subject to the approval of the lender(s) which has provided financing) will use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Project in accordance with this Agreement.

(b) Developer shall not, without prior written approval of DHCD and the Municipality and an amendment to this Agreement, change the type or number of Low and Moderate Income Units. Developer shall not demolish any part of the Project or substantially subtract from any real or personal property of the Project, or permit the use of the dwelling accommodations of the Project for any purpose except residences and any other uses permitted by the applicable zoning then in effect;

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

12. Notices. All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when delivered by hand or when mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate by written notice:

DHCD: Department of Housing and Community Development  
Attention: Local Initiative Program Director  
100 Cambridge Street, 3rd Floor  
Boston, MA 02114

Municipality: Peter Johnson-Staub  
Acting Town Manager  
59 Town Hall Square  
Falmouth, MA 02540

Developer: Woods Hole Partners, LLC  
Attn: Mike Ciolino  
367 Main Street, Falmouth, MA 02540

13. Term.

(a) This Agreement and all of the covenants, agreements and restrictions contained herein shall be deemed to be an affordable housing restriction as that term is defined in G.L. c. 184, § 31 and as that term is used in G.L. c.184, § 26, 31, 32 and 33. This Agreement shall bind, and the benefits shall inure to, respectively, Developer and its successors and assigns, and DHCD and its successors and assigns and the Municipality and its successors and assigns. DHCD has determined that the acquiring of such affordable housing restriction is in the public interest. The term of this Agreement, the rental restrictions, and other requirements provided herein shall be perpetual.

(b) Developer intends, declares and covenants on behalf of itself and its successors and assigns (i) that this Agreement and the covenants, agreements and restrictions contained herein shall be and are covenants running with the land, encumbering the Project for the term of this Agreement, and are binding upon Developer's successors in title, (ii) are not merely personal covenants of Developer, and (iii) shall bind Developer, its successors and assigns and enure to the benefit of DHCD and the Municipality and their successors and assigns for the term of the Agreement. Developer hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts to be satisfied in order for the provisions of this Agreement to constitute restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate are also deemed to be satisfied in full.

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

15. Further Assurances. Developer and the Municipality each agree to submit any information, documents, or certifications requested by DHCD which DHCD shall deem necessary or appropriate to evidence the continuing compliance of the Project Sponsor and the Municipality with the terms of this Agreement.

16. Default.

(a) Developer and the Municipality each covenant and agree to give DHCD written notice of any default, violation or breach of the obligations of Developer or the Municipality hereunder, (with a copy to the other party to this Agreement) within seven (7) days of first discovering such default, violation or breach (a "Default Notice"). If DHCD becomes aware of a default, violation, or breach of obligations of Developer or the Municipality hereunder without receiving a Default Notice from Developer or the Municipality, DHCD shall give a notice of such default, breach or violation to the offending party (with a copy to the other party to this Agreement) (the "DHCD Default Notice"). If any such default, violation, or breach is not cured to the satisfaction of DHCD within thirty (30) days after the giving of the Default notice by Developer or the Municipality, or if no Default Notice is given, then within thirty (30) days after the giving of the DHCD Default Notice, then at DHCD's option, and without further notice, DHCD may either terminate this Agreement, or DHCD may apply to any state or federal court for specific performance of this Agreement, or DHCD may exercise any other remedy at law or in equity or take any other action as may be necessary or desirable to correct non-compliance with this Agreement.

(b) If DHCD elects to terminate this Agreement as the result of a breach, violation, or default hereof, which breach, violation, or default continues beyond the cure period set forth in this Section 16, then the Low and Moderate Income Units which have been included in the Subsidized Housing Inventory shall from the date of such termination no longer be deemed low and moderate income housing for the purposes of the Act and shall be deleted from the Subsidized Housing Inventory.

(c) Developer acknowledges that the primary purpose for requiring compliance by Developer with the restrictions provided herein is to create and maintain long-term affordable rental housing, and by reason thereof Developer agrees that DHCD or the Municipality or any prospective, present, or former tenant shall be entitled for any breach of the provisions hereof, and in addition to all other remedies provided by law or in equity, to enforce the specific performance by Developer of its obligations under this Agreement in a state court of competent jurisdiction. Developer further specifically acknowledges that the beneficiaries of its obligations hereunder cannot be adequately compensated by monetary damages in the event of any default hereunder. In the event of a breach of this Agreement, Developer shall reimburse DHCD for all costs and attorney's fees associated with such breach.

17. Mortgagee Consents. Developer represents and warrants that it has obtained the consent of all existing mortgagees of the Project to the execution and recording of this Agreement and to the terms and conditions hereof and that all such mortgagees have executed the Consent and Subordination of Mortgage to Regulatory Agreement attached hereto and made a part hereof.

Executed as a sealed instrument as of the date first above written.

DEVELOPER: WOODS HOLE PARTNERS LLC

By: \_\_\_\_\_  
Mark Bogosian, its Manager

DEPARTMENT OF HOUSING AND  
COMMUNITY DEVELOPMENT

By: \_\_\_\_\_  
Its:

MUNICIPALITY: the TOWN OF FALMOUTH

**TOWN OF FALMOUTH  
OFFICE OF TOWN COUNSEL  
APPROVED AS TO FORM**



By: \_\_\_\_\_  
Its Chief Executive Officer

Attachments: Exhibit A - Legal Property Description  
Exhibit B - Rents for Low and Moderate Income Units

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF \_\_\_\_\_, ss. \_\_\_\_\_, 2023

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned notary public, personally appeared Mark Bogosian, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as Manager of Woods Hole Partners LLC.

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

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF \_\_\_\_\_, ss. \_\_\_\_\_, 20\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding document, as \_\_\_\_\_ for the Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

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

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF \_\_\_\_\_, ss. \_\_\_\_\_, 20\_\_

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

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

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

Reference is hereby made to a certain Mortgage dated \_\_\_\_\_ given by \_\_\_\_\_ to \_\_\_\_\_, recorded with the \_\_\_\_\_ Registry of Deeds at Book \_\_\_\_\_, Page \_\_\_\_\_ ("Mortgage").

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

SPINDRIFT INVESTMENTS, LLC

By: \_\_\_\_\_  
Its:

(If the Development has more than one mortgagee, add additional consent forms.)

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF \_\_\_\_\_, ss. \_\_\_\_\_, 20\_\_

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

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

## EXHIBIT A

Re: Lighthouse Station at Woods Hole  
(Project name)  
Falmouth, MA  
(City/Town)  
Woods Hole Development LLC  
(Developer)

### Property Description

A certain parcel of land in Falmouth (Woods Hole), Barnstable County, Massachusetts with buildings and improvements thereon, bounded and described as follows:

Southerly by the State Highway, three hundred eleven and 83/100 (311.83) feet; by said Highway, one hundred eighty-five and 24/100 (185.24) feet;

Southwesterly by Lot B1 the line running through a sixteen (16) foot way as shown on plan hereinafter mentioned, three hundred twenty-one and 54/100 (321.54) feet;

Northwesterly by said lot B1, two hundred and 49/100 (200.49) feet;

Southwesterly by land now or formerly of Chambers, eighty-five (85) feet;

Southerly by way shown on said plan, two hundred sixty-five and 67/100 (265.67) feet;

Westerly by land now or formerly of Sarah B. Fay, seven hundred fifty-two and 81/100 (752.81) feet;

Northeasterly by land now or formerly of Kahler et ux, one hundred seventy and 61/100 (170.61) feet;

Easterly by land now or formerly of Kahler et ux, twenty-one and 98/100 (21.98) feet;

Southerly by land now or formerly of said Kahler et ux, one hundred fifteen and 98/100 (115.98) feet;

Easterly by seventy-three and 24/100 (73.24) feet; and

Southwesterly by the State Highway, thirty (30) feet;

Southwesterly Containing five and 39/100 (5.39) acres according to the plan hereinafter mentioned.

Said land is shown as Lot B2 on plan entitled "Plan of Land of E. Gunnar Peterson et ux Woods Hole, Mass." dated November 15, 1952, compiled by Charles A. White, C.E. Falmouth, Mass. recorded with Barnstable County Registry of Deeds in Plan Book 107, Page 129.

Said land is subject to and has the benefit of an instrument entitled "Relocation of Right of Way, Modification of Easement Terms and Grant of Easement" recorded with Barnstable County Registry of Deeds in Book 34391 Page 104.

**EXHIBIT B**

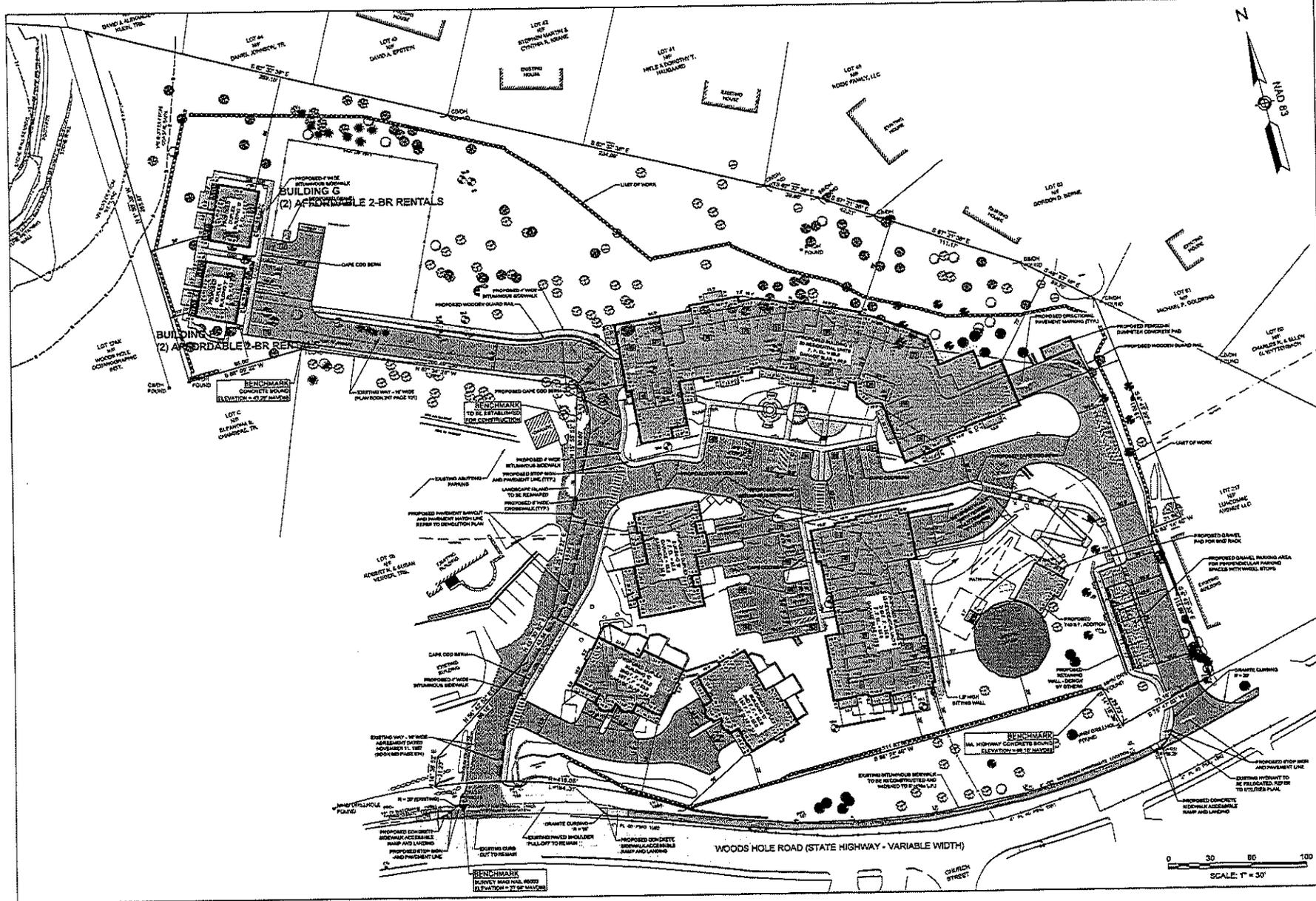
Re: Lighthouse Station at Woods Hole  
Woods Hole, Falmouth  
Woods Hole Partners LLC

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

|                   | <u>Gross Rents</u> | <u>Utility Allowance</u> | <u>Net Rents</u> |
|-------------------|--------------------|--------------------------|------------------|
| Two bedroom units | \$1,957            | \$212                    | \$1,745          |

Utility Allowances are taken from the Schedule Published by the Falmouth Housing Authority, Apartment, October 1, 2022, as the same may be amended from time to time.

Tenants pay for electric heating, electric cooking, electricity, and electric hot water.



0 30 60 100  
 SCALE: 1" = 30'

DATE: OCTOBER 6, 2018  
 C-101

DRAWING TITLE: **SITE LAYOUT PLAN**  
 PROJECT: **WOODS HOLE PARK, LLC  
 10333 WOODS HOLE ROAD  
 FAIRHAVEN, MASSACHUSETTS**

| REV | DATE     | DESCRIPTION                |
|-----|----------|----------------------------|
| 1   | 10/05/18 | ISSUED FOR PERMIT REVIEW   |
| 2   | 10/05/18 | REVISIONS TO PERMIT REVIEW |
| 3   | 10/05/18 | REVISIONS TO PERMIT REVIEW |
| 4   | 10/05/18 | REVISIONS TO PERMIT REVIEW |
| 5   | 10/05/18 | REVISIONS TO PERMIT REVIEW |
| 6   | 10/05/18 | REVISIONS TO PERMIT REVIEW |

DRAWN BY: **ML/MLP**  
 CHECKED BY: **ML/MLP**

**CAPE & ISLANDS ENGINEERING**  
 100 STATE STREET, SUITE 200  
 WOODS HOLE, MA 02543  
 TEL: 508-548-2222  
 FAX: 508-548-2223  
 WWW.CAPEANDISLANDS.COM

## **OPEN SESSION**

### **CONSENT AGENDA**

#### **2. Administrative Orders**

- e. Vote to authorize the Chair of the Select Board to execute the Regulatory Agreement for 462 Teaticket Highway

**Diane Davidson**

---

**From:** nmirrione@mirrionerealty.com  
**Sent:** Thursday, May 18, 2023 1:40 PM  
**To:** Diane Davidson  
**Cc:** 'Dan Maclone'  
**Subject:** RE: Fw: Regulatory Agreement - 462 Teaticket Highway  
**Attachments:** 462 Teaticket Site Plan.pdf; 462 Teaticket Hwy Affordability Monitoring Services Agreement.pdf; Falmouth General Residence District By-Law.pdf; 462 Teaticket HWY Signed LIP Application.pdf

Hi Diane,

The Town of Falmouth has created a section in their by-law under sub section 240-12.2 Site Plan Review, that allows multi-family uses in the general residence district. This use is allowed by right under site plan approval rather than having to apply for a special permit or a comprehensive permit. One of the units is required to be affordable per sub section 240-6.6 and as defined in sub section 240-3.3.

This local action requires that the new unit meet the requirements of a local action unit (LAU) and that it will be approved for inclusion in the subsidized housing inventory.

**MHP's definition of an LAU (2018)**

Local Action Units (LAUs) are affordable housing units created as a result of an intentional action taken by a community, without a comprehensive permit, and which meet the requirements for inclusion on the Subsidized Housing Inventory (SHI).

Falmouth Housing Authority is the Monitoring Agent. The contract is attached.

The final step to this process is the signing and recording of the Regulatory Agreement and Declaration of Restrictive Covenants.

Any Questions please do not hesitate to contact me.

Thank you  
Nick

**From:** Nick Mirrione <nmirrione@gmail.com>  
**Sent:** Thursday, May 18, 2023 1:27 PM  
**To:** nmirrione@mirrionerealty.com  
**Subject:** Fwd: Fw: Regulatory Agreement - 462 Teaticket Highway

----- Forwarded message -----

**From:** Dan Maclone <maclone7@aol.com>  
**Date:** Tue, May 16, 2023 at 11:13 AM

**Community Support Narrative, Project Description and Documentation**

Please provide a description of the project, including a summary of the project's history and the ways in which the community fulfilled the local action requirement.

See ATTACHED SITE PLAN Approval for Project Description  
See ATTACHED NARRATIVE of Community Support

**Signatures of Support for the Local Action Units Application**

**Chief Executive Officer:**  
*defined as the mayor in a city and the board of selectmen in a town, unless some other municipal officer is designated to be the chief executive officer under the provisions of a local charter*

Signature: Nancy Robbin  
Print Name: NANCY ROBBIN STAYTON  
Date: 6/28/2022

**Chair, Local Housing Partnership:**  
*(as applicable)*

Signature: WE Curley  
Print Name: Edward Curley  
Date: 6/28/2022

**Municipal Contact Information**

**Chief Executive Officer**

Name Nancy Taylor  
Address 59 Town Hall Square Falmouth MA 02540  
Phone 508-495-7325  
Email NANCY.TAYLOR@FALMOUTHMA.GOV

**Town Administrator/Manager**

Name Peter Johnson-Staub  
Address 59 Town Hall Square Falmouth MA 02540  
Phone 508-495-7325  
Email TOWNMANAGER@FALMOUTHMA.GOV

**City/Town Planner (If any)**

Name Jeel Cornock  
Address 59 Town Hall Square Falmouth MA 02540  
Phone 508-495-7481  
Email Jeel.Cornock@FalmouthMA.gov

**City/Town Counsel**

Name Maura O'Leary  
Address 157 Locust Street Falmouth MA 02540  
Phone 508-942-8800  
Email TOWNCOUNSEL@FALMOUTHMA.GOV

**Chairman, Local Housing Partnership (If any)**

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_  
Email \_\_\_\_\_

**Community Contact Person for this project**

Name Kimberly Fish Housing Coordinator  
Address 59 Town Hall Square Falmouth MA 02540  
Phone 508-495-7344  
Email Kim.Fish@FalmouthMA.gov

**The Project**

Developer: Daniel C. MacLone  
 Telephone and Email: MACLONE1@AOL.COM 774-836-5550  
 Project Site: 462 TARTLET Highway  
 Address: UNIT B

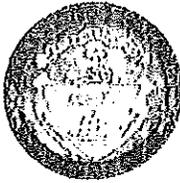
Is your municipality utilizing any HOME or CDBG funding for this project? Yes \_\_\_\_\_ No X  
 Local tax rate per thousand \$ 8.05 For Fiscal Year 2022

Site Characteristics: proposed or existing buildings by design, ownership type, and size.

| <u>Project Style</u>                            | <u>Total Number of Units</u> | <u>Number of Units Proposed for Local Action Units Certification</u> |
|-------------------------------------------------|------------------------------|----------------------------------------------------------------------|
| Detached Single-family house                    |                              |                                                                      |
| Row house/townhouse                             |                              |                                                                      |
| <u>Duplex</u> with detached Garage Unit above 3 | 3                            | 1                                                                    |
| Multifamily house (3+ family)                   |                              |                                                                      |
| Multifamily rental building                     |                              |                                                                      |
| Other (specify)                                 |                              |                                                                      |

**Unit Composition**

| Type of Unit:        | # of Units | # of BRs | # of Baths | Gross Square Feet | Livable Square Feet | Proposed Sale Prices/Rent | Proposed Condo Fee    |
|----------------------|------------|----------|------------|-------------------|---------------------|---------------------------|-----------------------|
| Condo Ownership      |            |          |            |                   |                     |                           |                       |
| Fee Simple Ownership |            |          |            |                   |                     |                           |                       |
| Rental               |            |          |            |                   |                     |                           |                       |
| Affordable:          | 1          | 1        | 1          |                   |                     | 1344-                     | TENANT PAYS UTILITIES |
| Market:              | 1          | 1        | 1          |                   |                     | 1700                      |                       |
|                      | 1          | 3        | 1          |                   |                     | 2100                      |                       |



Falmouth Planning Board  
59 Town Hall Square, Falmouth, MA 02540  
Telephone: 508-495-7440 Fax: 508.495.7443 email: [planning@falmouthma.gov](mailto:planning@falmouthma.gov)

February 9, 2022

Gary Street, Acting Building Commissioner  
Falmouth Town Hall  
59 Town Hall Square  
Falmouth, Massachusetts 02540

**Re: Site Plan Review Decision – Nick Mirrione, Mirrlone Realty, LLC  
462 Teaticket Hwy  
34 04 028 001**

Dear Gary,

At its meeting on February 8, 2022, the Planning Board voted the application of Nick Mirrione of Mirrlone Realty, LLC, for the construction of a one-bedroom rental dwelling unit above an existing garage located at 462 Teaticket Highway (Route 28), under §240-12.2 Site Plan Review of the zoning bylaw for a plan entitled: "*Site Plan for #462 Teaticket Highway Prepared for Valued Home Improvement in Falmouth,*" , scale 1"=10', dated November 17, 2021, revised February 4, 2022, prepared by Falmouth Engineering, with the following:

**FINDINGS:**

The applicant is proposing to build a one-bedroom rental dwelling unit above an existing garage with a total of 5 parking spaces located at 462 Teaticket Highway (Route 28). One of the units on the property will be an affordable dwelling unit as required in §240-6.6 and defined in §240-3.3 of the zoning bylaw.

The 11,412 square foot parcel with 80 feet of frontage along Teaticket Highway, created through an ANR endorsement by the Planning Board in 1967, is located in the General Residence (GR) zoning district and the Coastal Pond (Great Pond) Overlay District.

According to §240-11.2B, the current minimum lot dimensions "shall not apply to any residential lot shown on a plan endorsed by the Planning Board as of April 2, 1984, if the lot conforms to the Bylaw requirements on that date." Therefore, considering the lot was created in 1967 and the minimum dimensions were met at that time, there are no current lot area, width, or frontage issues (related to Site Plan Approval) with this proposal.

The addition of the one-bedroom dwelling unit to a property already containing a two-family structure is allowable in the General Residence (GR) district as a "Multi-family use", which is defined as "any combination of dwellings, as defined, on a single lot resulting in 3 or more dwelling units, at least one of the units being affordable."

The property has an existing five-bedroom septic system that will accommodate this proposed additional dwelling unit.

The Town of Falmouth Engineering Division, Health Department, and Zoning Board of Appeals reviewed and commented on the above-mentioned site plan and the Planning Board finds that the applicant has adequately addressed all comments.

The Planning Board's review does not include Building Code review and the Board defers to the Building Commissioner as to issues related to Building Code & Zoning.

The Planning Board considered the above-referenced referrals and the applicant's response in this matter, the Board will condition its decision accordingly.

The Board finds that the information provided by the Applicant conforms to all the requirements and findings pursuant to §240-12.2 of the zoning bylaw.

#### WAIVERS:

- ◆ §240-14.3B Landscape Plan Required: To waive the landscape plan submittal requirement.

#### CONDITIONS:

1. The plan shall be constructed as approved. Any changes shall be reviewed by the Planning Board to determine if a modification of this decision is necessary. Pursuant to §240-2.1C(2) of the zoning bylaw, no permit for full or partial occupancy shall be issued until the Planning Board is satisfied that the conditions of this approval and predecessor approvals have been met.
2. The project shall not direct any stormwater runoff to public property, abutters, or public right of ways.
3. Upon completion of construction, the Applicant shall post the address for this residence per §99-1 Affixing of legible numbers required; time limit for compliance.
4. Prior to the issuance of an occupancy permit, a deed restriction, covenant, or other suitable instrument, acceptable to and enforceable by the Town, shall be recorded with the land records at the Barnstable County Registry of Deeds that restricts the leasing of one of the units on the property to households with an income 80 percent or less of the Barnstable County area median income, adjusted for household size, as determined by the U.S. Department of Housing and Urban Development (HUD) or other acceptable method to the Board and further at a rent not to exceed 30 percent of said median income.

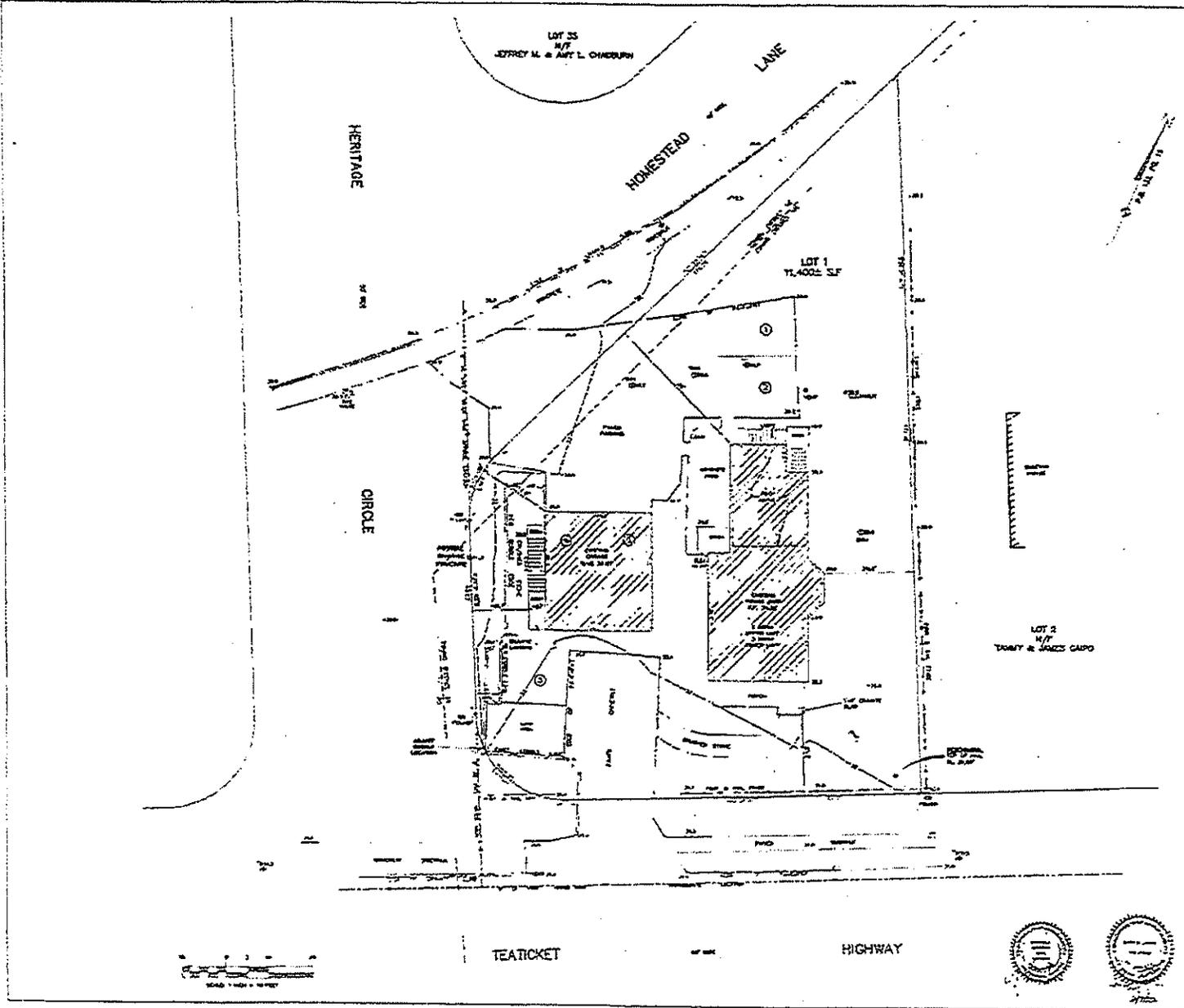
5. The applicant shall engage a third-party Monitoring Agent for the marketing, rental, and future monitoring of the affordable dwelling unit to ensure it can be added to the town's Subsidized Housing Inventory (SHI) as a Local Action Unit under the Local Initiative Program (LIP). This affordability restriction shall run with the land and remain in effect in perpetuity. The request to have the unit be added to the Town's Subsidized Housing Inventory (SHI) must be submitted by the applicant or their designee to the Massachusetts Department of Housing and Community Development, with a copy sent to the Town of Falmouth Housing Coordinator.

Sincerely,

A handwritten signature in black ink, appearing to read "Jed C. Cornock". The signature is written in a cursive, slightly slanted style.

Jed Cornock, AICP  
Assistant Town Planner

cc: Applicant



**LEGEND**

- EXISTING UTILITY
- EXISTING SPOT ELEVATION
- PROPOSED SPOT ELEVATION
- EXISTING UTILITY POLE
- EXISTING OTHER MARKER
- CONCRETE DRIVE
- PARKING SPACE

**GENERAL NOTES:**

1. ALL DIMENSIONS SHOWN ON THIS PLAN ARE IN FEET AND INCHES.
2. FLOOR FINISH IS FINISH FLOOR EXCEPTED.
3. JOISTS SPACING IS 16" O.C.
4. SHIP EXTERIOR CHIMNEY IS
5. LOT COVERAGE BY:
  - A. STRUCTURE, 2,077 SF, 11,400 SF, = 18.2%
  - B. STRUCTURE/PORCH/PAVING, 3,000 SF, 11,400 SF, = 26.3%
  - C. AND SOME DRIVE PORCH 11/4"
6. STREET CORNER, "ROADCUT" MARKER
7. HOUSE NUMBER, 402
8. TOPOGRAPHIC INFORMATION COMPILED FROM MAP ON THE GROUND SURVEY
9. ELEVATIONS SHOWN ARE BASED ON NORTH AMERICAN VERTICAL DATUM 1988.

|                                                                                                                         |                                             |
|-------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|
| 2-1-2021                                                                                                                | REVISE PARADE, LOT COVERAGE AND TRAIL BLOCK |
| 3/24/22                                                                                                                 | REVISE PARADE                               |
| BASIS                                                                                                                   | REVISION                                    |
| <b>SITE PLAN</b><br>FOR 1000 TEATICKET HIGHWAY<br>IMPROVED FOR<br><b>VALUED HOME IMPROVEMENT</b><br>PALMOUTH, MA        |                                             |
| PLAN DATE: NOVEMBER 17, 2020                                                                                            | PLAN SCALE: 1" = 10'                        |
|                                                                                                                         |                                             |
| 17 HENRY LANE, SUITE 200 - PALMOUTH, MA - 01940 - 303-440-1122<br>PROJECT NUMBER: 2020-1000-17-11-22-1 SHEET NO. 1 OF 1 |                                             |

**COMMUNITY SUPPORT NARRATIVE  
462 TEATICKET HIGHWAY**

The Town of Falmouth has created a section in their by-law under sub section 240-12.2 Site Plan Review, that allows multi-family uses in the general residence district. This use is allowed by right under site plan approval rather than having to apply for a special permit or a comprehensive permit. One of the units is required to be affordable per sub section 240-6.6 and as defined in sub section 240-3.3.

This local action requires that the new unit meet the requirements of a local action unit (LAU) and that it will be approved for inclusion in the subsidized housing inventory.

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Falmouth Planning Board  
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February 9, 2022

Gary Street, Acting Building Commissioner  
Falmouth Town Hall  
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462 Teaticket Hwy  
34 04 028 001

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The Planning Board's review does not include Building Code review and the Board defers to the Building Commissioner as to issues related to Building Code & Zoning.

The Planning Board considered the above-referenced referrals and the applicant's response in this matter, the Board will condition its decision accordingly.

The Board finds that the information provided by the Applicant conforms to all the requirements and findings pursuant to §240-12.2 of the zoning bylaw.

**WAIVERS:**

- §240-14.3B Landscape Plan Required: To waive the landscape plan submittal requirement.

**CONDITIONS:**

1. The plan shall be constructed as approved. Any changes shall be reviewed by the Planning Board to determine if a modification of this decision is necessary. Pursuant to §240-2.1C(2) of the zoning bylaw, no permit for full or partial occupancy shall be issued until the Planning Board is satisfied that the conditions of this approval and predecessor approvals have been met.
2. The project shall not direct any stormwater runoff to public property, abutters, or public right of ways.
3. Upon completion of construction, the Applicant shall post the address for this residence per §99-1 Affixing of legible numbers required; time limit for compliance.
4. Prior to the issuance of an occupancy permit, a deed restriction, covenant, or other suitable instrument, acceptable to and enforceable by the Town, shall be recorded with the land records at the Barnstable County Registry of Deeds that restricts the leasing of one of the units on the property to households with an income 80 percent or less of the Barnstable County area median income, adjusted for household size, as determined by the U.S. Department of Housing and Urban Development (HUD) or other acceptable method to the Board and further at a rent not to exceed 30 percent of said median income.

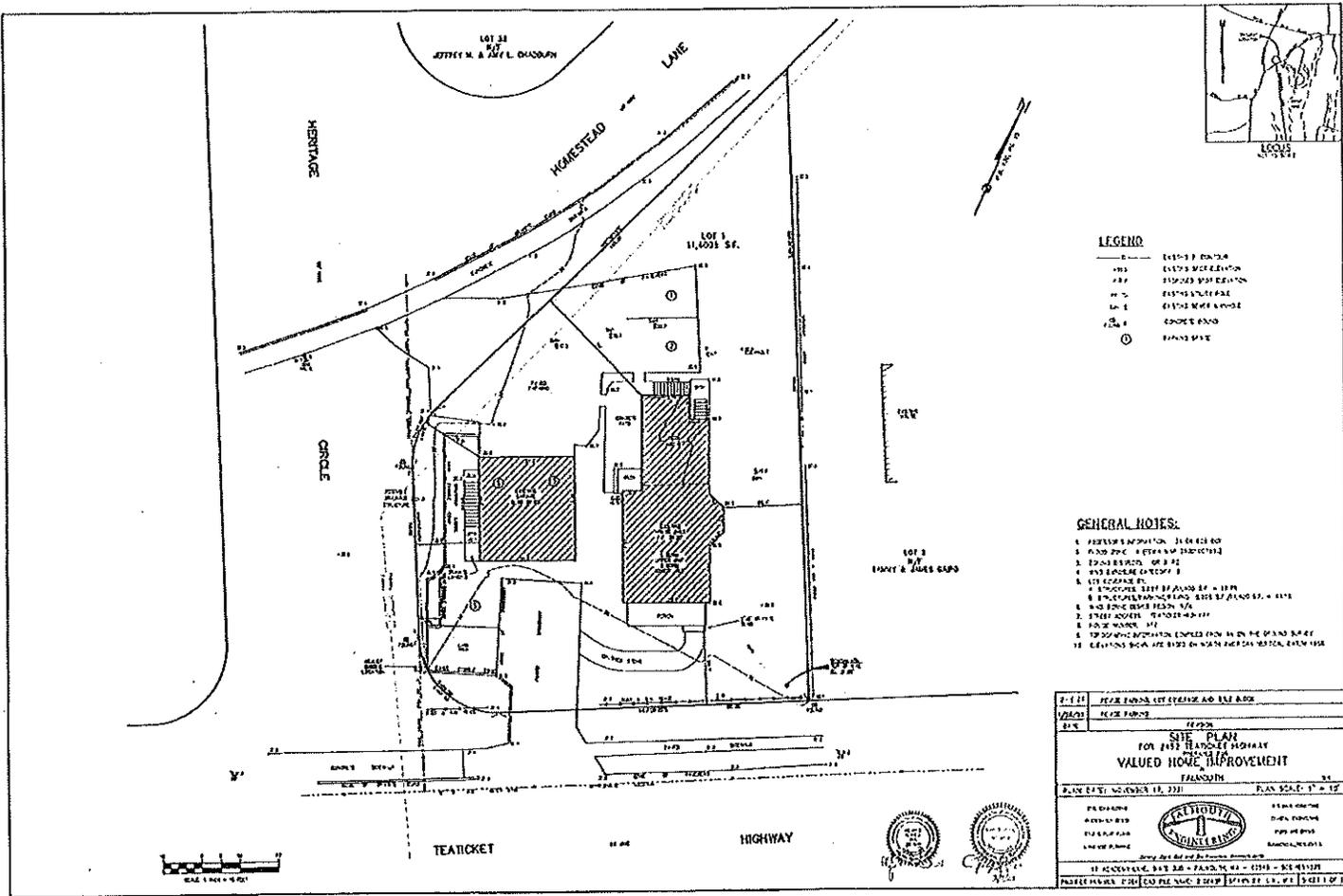
5. The applicant shall engage a third-party Monitoring Agent for the marketing, rental, and future monitoring of the affordable dwelling unit to ensure it can be added to the town's Subsidized Housing Inventory (SHI) as a Local Action Unit under the Local Initiative Program (LIP). This affordability restriction shall run with the land and remain in effect in perpetuity. The request to have the unit be added to the Town's Subsidized Housing Inventory (SHI) must be submitted by the applicant or their designee to the Massachusetts Department of Housing and Community Development, with a copy sent to the Town of Falmouth Housing Coordinator.

Sincerely,

A handwritten signature in black ink, appearing to read "Jed C. Cornock". The signature is written in a cursive, slightly slanted style.

Jed Cornock, AICP  
Assistant Town Planner

cc: Applicant

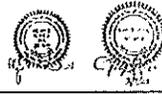


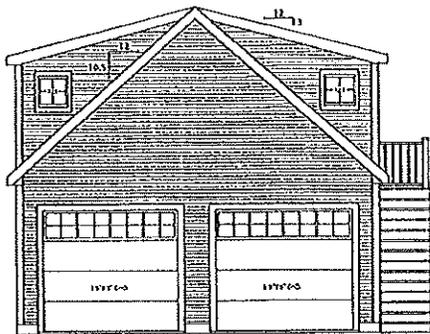
**LEGEND**

|     |                   |
|-----|-------------------|
| --- | EXISTING DRIVE    |
| --- | EXISTING SIDEWALK |

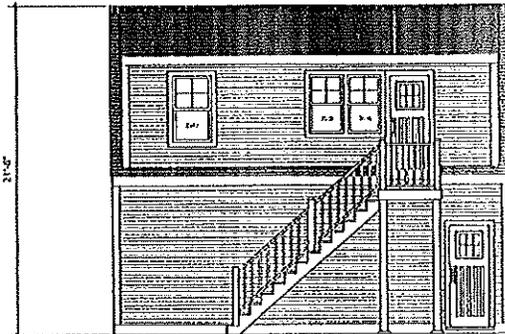
- GENERAL NOTES:**
1. REFER TO SPECIFICATIONS FOR ALL WORK
  2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, AS APPLICABLE
  3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES
  4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES
  5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES
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  8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES
  9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES
  10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES

|             |                         |       |         |
|-------------|-------------------------|-------|---------|
| DATE        | 11/11/2020              | SCALE | 1" = 4' |
| PROJECT     | VALUED HOME IMPROVEMENT |       |         |
| LOCATION    | TEATICKET, VA           |       |         |
| DESIGNED BY | [Signature]             |       |         |
| CHECKED BY  | [Signature]             |       |         |
| DATE        | 11/11/2020              |       |         |

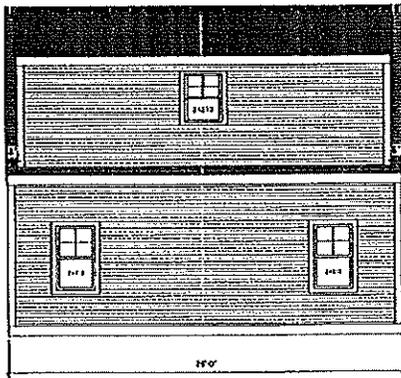




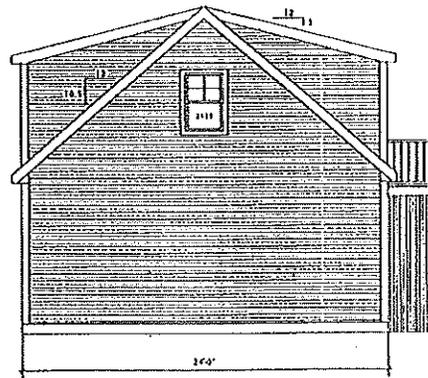
FRONT



RIGHT



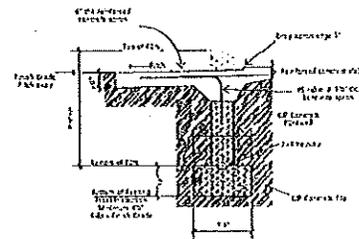
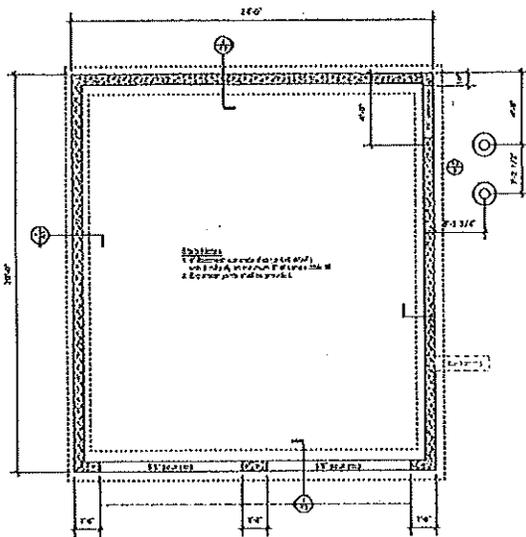
LEFT



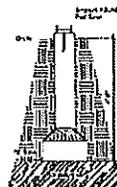
REAR

|                                                                                                                                                                                                                            |                                                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|
|                                                                                                                                                                                                                            |                                                                       |
| State of Michigan<br>Department of Community Development<br>Building Code Division<br>221 North Zeeb Road<br>Lansing, Michigan 48906<br>Phone: (517) 487-1500<br>Fax: (517) 487-1501                                       | Approved for Construction<br>Date: _____<br>By: _____<br>Title: _____ |
| Approved for Design<br>Date: _____<br>By: _____<br>Title: _____                                                                                                                                                            | Approved for Construction<br>Date: _____<br>By: _____<br>Title: _____ |
| 1/2" = 1'-0"                                                                                                                                                                                                               |                                                                       |
| A1                                                                                                                                                                                                                         |                                                                       |
| This drawing is the property of the State of Michigan. It is loaned to you for your use only. It is not to be reproduced, distributed, or used for any other purpose without the written consent of the State of Michigan. |                                                                       |

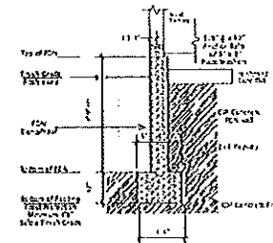




1 CONCRETE FDN  
1/2" = 1'-0"



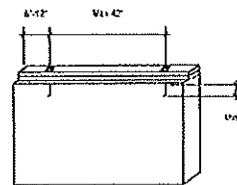
2 PIER FOOTING  
1/2" = 1'-0"



3 CONCRETE FDN  
1/2" = 1'-0"

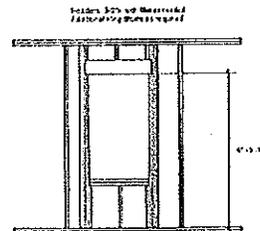
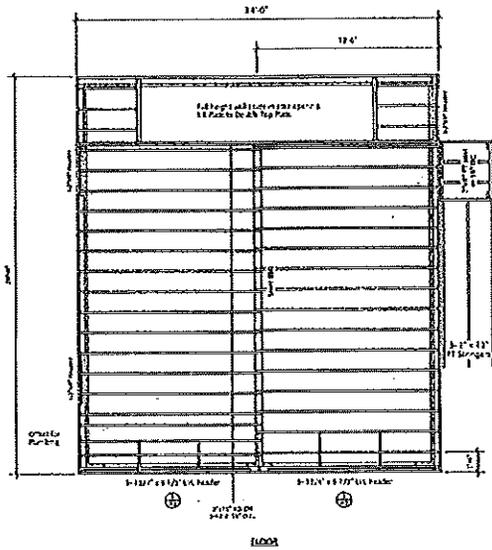
**FOUNDATION NOTES**

1. GENERAL CONTRACTOR TO VERIFY ALL GRADES AND ELEVATIONS AS PROVIDED ON SITE PLAN PREPARED BY DOYLE ASSOCIATES.
2. ALL FOOTINGS SHALL REST ON FIRM, NATURALLY OCCURRING MEDIUM COARSE SAND HAVING A BEARING CAPACITY OF 1-1/2 TONS PER SQUARE FOOT. MECHANICALLY COMPACT BOTTOM OF ALL EXCAVATIONS BEFORE FORMING FOOTINGS.
3. ALL CONCRETE SHALL BE "READY MIX" TYPE, COMPLYING WITH ACI 301 AND 318 REFERENCES WITH A COMPRESSIVE STRENGTH OF 3000 PSI AT 28 DAYS.
4. FOUNDATION WALLS SHALL EXTEND ABOVE THE ADJACENT GRADE A MINIMUM OF 8' AT ALL POINTS.

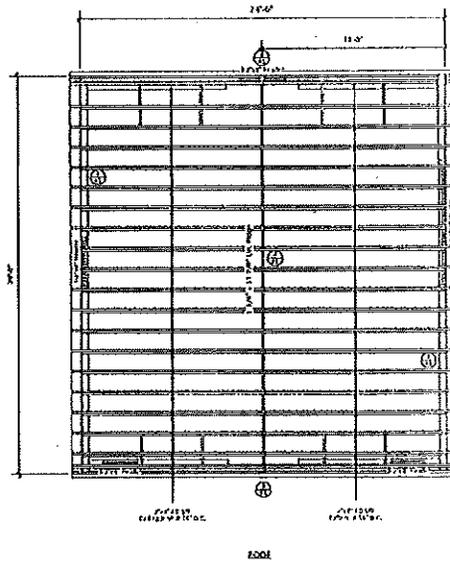


ANCHOR BOLT LOCATION  
N.T.S.

|                                                                               |                                              |
|-------------------------------------------------------------------------------|----------------------------------------------|
|                                                                               |                                              |
| Project Name: Substation Foundation<br>Project No.: 12345<br>Date: 10/26/2024 | Scale: 1/2" = 1'-0"<br>Sheet: A3<br>Total: 1 |
| Prepared by: James H. Doyle<br>Checked by: [Name]<br>Date: 10/26/2024         | Title: Professional Engineer                 |



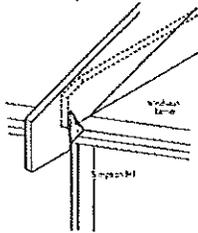
TYP WINDOW OPENING  
1/15



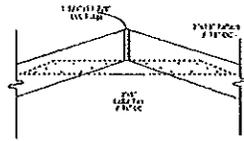
**FRAMING NOTES**

1. ALL FLOOR SHEATHING SHALL BE 3/4" TONGUE AND GROOVE "ADVANTECH" SIP SHEATHING PANELS, GIRD AND NAILED TO FLOOR JOIST, ALIGN HOW & EXISTING FLOORS.
2. ALL FLOOR AND CEILING FRAMING SHALL BE STRUCTURAL SELECT (S/D = 1,600, E = 1,100,000) SPF KNU DRIED.
3. ALL ROOF FRAMING SHALL BE LIGNUM NO. 2 GRADE (S/D = 1,000, E = 1,000,000) SPF KNU DRIED.
4. ALL WALL, PARTITION, AND SKYLIGHT FRAMING SHALL BE MINIMUM STUD GRADE (S/D = 600, E = 1,000,000) SPF KNU DRIED.
5. ALL PLYWOOD AND WOOD STRUCTURAL PANELS SHALL BE CLEARLY MARKED WITH THE APPROPRIATE APA CERTIFICATIONS.
6. ALL BUILT UP FRAMING SHALL BE GIRD AND NAILED.
7. ALL ENGINEERED IRL CONSTRUCTION DETAILS SHALL CONFORM TO THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.
8. EXTEND ALL WOOD POSTS TO BUILT UP FLOOR JOISTS, SOLID WOOD BLOORING, WOOD GIRDERS, STEEL BEAMS, IRL BEAMS, OR WOOD SILL FOUNDATION BELOW AND PROVIDE FULL AND PROPER BRACING AND BLOCKING.
9. ALL SUSPENSION STRONG-TIE PRODUCTS SHALL CONFORM TO MANUFACTURER'S INSTALLATION AND FASTENING INSTRUCTIONS. ALL SUSPENSION PRODUCTS IN CONTACT WITH PRESSURE TREATED PRESERVED WOOD SHALL BE 2 PLY/HDG OR CSB CONNECTIONS.
10. SPECIFICATIONS FOR STEEL PROVIDED BY OTHERS.

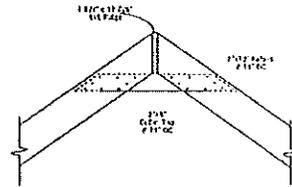
|                                                      |                                                              |
|------------------------------------------------------|--------------------------------------------------------------|
|                                                      | Robert J. ...<br>State of ...<br>License No. ...<br>Exp. ... |
| Project Name: ...<br>Project No.: ...<br>Date: ...   | Scale: 1/8" = 1'-0"<br>Sheet: 1 of 1                         |
| Prepared by: ...<br>Checked by: ...<br>Drawn by: ... | Title: ...                                                   |



1 RAFTER TIES



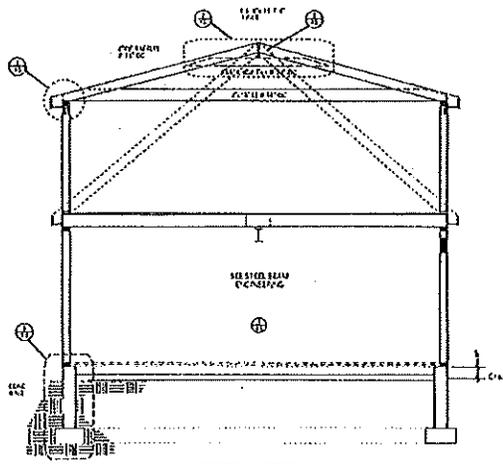
2 RIDGE TIES



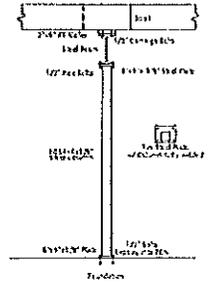
3 RIDGE TIES

**Construction Notes**

1. TRUSS ROOF: CONTINUOUS FINISH FLAT TO 2"x4" ON FOUR 1/2" RAILS ON CONCRETE FOUNDATION & ALL WITH 5/8" DOWEL ANCHORS NOTED AND 1"x1" PLATE WALLS.
2. TRUSS ROOF: 2"x6" JOIST @ 18" O.C. ON 1/2" TOPS AND GROOVE AND GIBBS FLOOR SHEETING PANELS. GIBBS AND 1/2" FLOOR AS SELECTED BY THE OWNER OR BY GOOD ENGINEERING IN THOSE AREAS REQUIRED TO ACHIEVE FLOOR R-10 INSULATION.
3. TRUSS ROOF: 2"x6" JOIST @ 18" O.C. ON 1/2" TOPS AND GROOVE AND GIBBS FLOOR SHEETING PANELS. GIBBS AND 1/2" FLOOR AS SELECTED BY THE OWNER OR BY GOOD ENGINEERING IN THOSE AREAS REQUIRED TO ACHIEVE FLOOR R-10 INSULATION.
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20. TRUSS ROOF: 2"x6" JOIST @ 18" O.C. ON 1/2" TOPS AND GROOVE AND GIBBS FLOOR SHEETING PANELS. GIBBS AND 1/2" FLOOR AS SELECTED BY THE OWNER OR BY GOOD ENGINEERING IN THOSE AREAS REQUIRED TO ACHIEVE FLOOR R-10 INSULATION.



BUILDING SECTION  
SCALE: 1/4" = 1'-0"



STEEL CONNECTION  
TIES

|                                                                                    |                                                            |
|------------------------------------------------------------------------------------|------------------------------------------------------------|
|                                                                                    |                                                            |
| Michael J. Smith<br>Professional Engineer<br>State of Florida<br>License No. 12345 | Date: 10/15/2023<br>Project No.: 12345<br>Drawing No.: 101 |
| Project Name: [REDACTED]<br>Location: [REDACTED]                                   | Client: [REDACTED]<br>Designer: [REDACTED]                 |
| Checked by: [REDACTED]<br>Date: [REDACTED]                                         | Scale: 1/4" = 1'-0"<br>Sheet: 101 of 101                   |

LOCAL INITIATIVE PROGRAM

**REGULATORY AGREEMENT  
AND  
DECLARATION OF RESTRICTIVE COVENANTS  
FOR  
RENTAL PROJECT  
Local Action Units**

This Regulatory Agreement and Declaration of Restrictive Covenants (the "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and among the Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development ("DHCD") pursuant to G.L. c.23B §1 as amended by Chapter 19 of the Acts of 2007, the Town of Falmouth ("the Municipality"), and Daniel C. Maclone, an individual, having an address at 150 Timothy Bourne Cartway in East Falmouth Mass 02536, and its successors and assigns ("Developer").

WITNESSETH:

WHEREAS, pursuant to G.L. c. 40B, §§ 20-23 (the "Act") and the final report of the Special Legislative Commission Relative to Low and Moderate Income Housing Provisions issued in April 1989, regulations have been promulgated at 760 CMR 56.00 (the "Regulations") which establish the Local Initiative Program ("LIP") and *Comprehensive Permit Guidelines: M.G.L. Chapter 40B Comprehensive Permit Projects - Subsidized Housing Inventory* have been issued thereunder (the "Guidelines");

WHEREAS, the Developer intends to construct a rental housing development known as 462 Teaticket Highway at a/an 0.26 acre site on 462 Teaticket Highway in the Municipality, more particularly described in Exhibit A attached hereto and made a part hereof (the "Project");

WHEREAS, such Project is to consist of a total number of 3 rental dwellings (the "Units") and 1 of the Units will be rented at rents specified in this Agreement to Eligible Tenants as specified in paragraph two of this Agreement (the "Low and Moderate Income Units");

WHEREAS, the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) and the Developer have made application to DHCD to certify that the units in the Project are Local Action Units (as that term is defined in the Guidelines) within the LIP Program; and

WHEREAS, in partial consideration of the execution of this Agreement, DHCD has issued or will issue its final approval of the Project within the LIP Program and has given and will give technical and other assistance to the Project;

NOW, THEREFORE, in consideration of the agreements and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which each of the parties

September 2, 2016

hereto hereby acknowledge to the other, DHCD, the Municipality, and the Developer hereby agree and covenant as follows:

1. Construction. The Developer agrees to construct the Project in accordance with plans and specifications approved by the Municipality (the "Plans and Specifications"). In addition, all Low and Moderate Income Units to be constructed as part of the Project must be indistinguishable from other Units in the Project from the exterior (unless the Project has an approved "Alternative Development Plan" as set forth in the Guidelines and must contain complete living facilities including but not limited to a stove, refrigerator, kitchen cabinets, plumbing fixtures, and washer/dryer hookup, all as more fully shown in the Plans and Specifications.

- \_\_\_\_\_ 1 \_\_\_\_\_ of the Low and Moderate Income Units shall be one bedroom units;
- \_\_\_\_\_ of the Low and Moderate Income Units shall be two bedroom units;
- \_\_\_\_\_ of the Low and Moderate Income Units shall be three bedroom units; and,
- \_\_\_\_\_ of the Low and Moderate Income Units shall be four bedroom units.

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

|                     |   |                  |
|---------------------|---|------------------|
| studio units        | - | 250 square feet  |
| one bedroom units   | - | 700 square feet  |
| two bedroom units   | - | 900 square feet  |
| three bedroom units | - | 1200 square feet |
| four bedroom units  | - | 1400 square feet |

During the term of this Agreement, the Developer covenants, agrees, and warrants that the Project and each Low and Moderate Income Unit will remain suitable for occupancy and in compliance with all federal, state, and local health, safety, building, sanitary, environmental, and other laws, codes, rules, and regulations, including without limitation laws relating to the operation of adaptable and accessible housing for persons with disabilities. The Project must comply with all similar local codes, ordinances, and by-laws.

2. Affordability.

(a) Throughout the term of this Agreement, each Low and Moderate Income Unit will be rented for no more than the rental rates set forth herein to an Eligible Tenant. An Eligible Tenant is a Family whose annual income does not exceed eighty percent (80%) of the Area median income adjusted for family size as determined by the U.S. Department of Housing and Urban Development ("HUD"). A "Family" shall mean two or more persons who will live regularly in the Low and Moderate Income Unit as their primary residence and who are related by blood, marriage, or operation of law or who have otherwise evidenced a stable inter-dependent relationship; or an individual. The "Area" is defined as the Barnstable County MSA/HMFA/Non-Metropolitan County.

(b) The monthly rents charged to tenants of Low and Moderate Income Units shall not exceed an amount equal to thirty percent (30%) of the monthly adjusted income of a Family whose gross income equals eighty percent (80%) of the median income for the Area, with adjustment for the number of bedrooms in the Unit, as provided by HUD. In determining the maximum monthly

rent that may be charged for a Low and Moderate Income Unit under this clause, the Developer shall include an allowance for any utilities and services (excluding telephone) to be paid by the resident. Annual income shall be as defined in 24 C.F.R. 5.609 (or any successor regulation) using assumptions provided by HUD. The initial maximum monthly rents and utility allowances for the Low and Moderate Income Units are set forth in Exhibit B attached hereto. If the rent for a Low and Moderate Income Unit is subsidized by a state or federal rental subsidy program, then the rent applicable to the Low and Moderate Income Unit may be limited to that permitted by such rental subsidy program, provided that the tenant's share of rent does not exceed the maximum annual rental expense as provided in this Agreement.

Annually as part of the annual report required under Subsection 2(e) below, the Developer shall submit to the Municipality and DHCD a proposed schedule of monthly rents and utility allowances for all Low and Moderate Income Units in the Project. Such schedule shall be subject to the approval of the Municipality and DHCD for compliance with the requirements of this Section. Rents for Low and Moderate Income Units shall not be increased without the Municipality's and DHCD's prior approval of either (i) a specific request by Developer for a rent increase or (ii) the next annual schedule of rents and allowances. Notwithstanding the foregoing, rent increases shall be subject to the provisions of outstanding leases and shall not be implemented without at least 30 days' prior written notice by Developer to all affected tenants. If an annual request for a new schedule of rents for the Low and Moderate Income Units as set forth above is based on a change in the Area median income figures published by HUD, and the Municipality and DHCD fail to respond to such a submission within thirty (30) days of the Municipality's and DHCD's receipt thereof, the Municipality and DHCD shall be deemed to have approved the submission. If an annual request for a new schedule of rents for the Low and Moderate Income Units is made for any other reason, and the Municipality and DHCD fail to respond within thirty (30) days of the Municipality's and DHCD's receipt thereof, the Developer may send DHCD and the Municipality a notice of reminder, and if the Municipality and DHCD fail to respond within thirty (30) days from receipt of such notice of reminder, the Municipality and DHCD shall be deemed to have approved the submission.

Without limiting the foregoing, the Developer may request a rent increase for the Low and Moderate Units to reflect an increase in the Area median income published by HUD between the date of this Agreement and the date that the Units begin to be marketed or otherwise made available for rental pursuant to Section 4 below; if the Municipality and DHCD approve such rent increase in accordance with this subsection, the Initial Maximum Rents and Utility Allowances for Low and Moderate Income Units in Exhibit B of the Agreement shall be deemed to be modified accordingly.

(c) If, after initial occupancy, the income of a tenant of a Low and Moderate Income Unit increases and, as a result of such increase, exceeds the maximum income permitted hereunder for such a tenant, the unit will be deemed a Low and Moderate Income Unit so long as the unit continues to be rent-restricted and the tenant's income does not exceed 140% of the maximum income permitted. If the tenant's income exceeds 140% of the maximum income permitted at the time of annual income determination, the unit will be deemed a Low and Moderate Income Unit until the tenant's one-year lease term expires. When the over-income tenant voluntarily vacates the unit and when the unit is again rented to an Eligible Tenant, the unit will be deemed a Low and Moderate Income Unit and included in the Subsidized Housing Inventory upon the Municipality's application to DHCD.]

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

(e) Throughout the term of this Agreement, the Developer shall annually determine whether the tenant of each Low and Moderate Income Unit remains an Eligible Tenant. This determination shall be reviewed by the Municipality and certified to DHCD as provided in section 2(g), below.

(f) The Developer shall enter into a written lease with each tenant of a Low and Moderate Income Unit which shall be for a minimum period of one year and which provides that the tenant shall not be evicted for any reason other than a substantial breach of a material provision of such lease.

(g) Throughout the term of this Agreement, the Chief Executive Officer shall annually certify in writing to DHCD that each of the Low and Moderate Income Units continues to be Low and Moderate Income Unit as provided in sections 2 (a) and (c), above; and that the Project and the Low and Moderate Income Units have been maintained in a manner consistent with the Regulations and Guidelines and this Agreement.

### 3. Subsidized Housing Inventory.

(a) The Project will be included in the Subsidized Housing Inventory upon the occurrence of one of the events described in 760 CMR 56.03(2). : Only Low and Moderate Income Units] will be deemed low and moderate income housing to be included in the Subsidized Housing Inventory.

(b) Units included in the Subsidized Housing Inventory will continue to be included in the Subsidized Housing Inventory in accordance with 760 CMR 56.03(2) for as long as the following three conditions are met: (1) this Agreement remains in full force and effect and neither the Municipality nor the Developer are in default hereunder; (2) the Project and each of the Low and Moderate Income Units continue to comply with the Regulations and the Guidelines as the same may be amended from time to time and (3) each Low and Moderate Income Unit remains a Low and Moderate Income Unit as provided in section 2(c), above.

4. Marketing. Prior to marketing or otherwise making available for rental any of the Units, the Developer must obtain DHCD's approval of a marketing plan (the "Marketing Plan") for the Low and Moderate Income Units. Such Marketing Plan must describe the tenant selection process for the Low and Moderate Income Units and must set forth a plan for affirmative fair marketing of Low and Moderate Income Units to protected groups underrepresented in the Municipality, including provisions for a lottery, as more particularly described in the Regulations and Guidelines. At the option of the Municipality, and provided that the Marketing Plan demonstrates (i) the need for the local preference (e.g., a disproportionately low rental or ownership affordable housing stock relative to need in comparison to the regional area), and (ii) that the proposed local preference will not have a disparate impact on protected classes, the Marketing Plan may also include a preference for local residents for up to seventy percent (70%) of the Low and Moderate Income Units, subject to all provisions of the Regulations and Guidelines and applicable to the initial rent-up only. When

submitted to DHCD for approval, the Marketing Plan should be accompanied by a letter from the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) which states that the tenant selection and local preference (if any) aspects of the Marketing Plan have been approved by the Municipality and which states that the Municipality will perform any aspects of the Marketing Plan which are set forth as responsibilities of the Municipality in the Marketing Plan. The Marketing Plan must comply with the Regulations and Guidelines and with all other applicable statutes, regulations and executive orders, and DHCD directives reflecting the agreement between DHCD and the U.S. Department of Housing and Urban Development in the case of NAACP, Boston Chapter v. Kemp. **If the Project is located in the Boston-Cambridge-Quincy MA-NH Metropolitan Statistical Area, the Developer must list all Low and Moderate Income Units with the City of Boston's MetroList (Metropolitan Housing Opportunity Clearing Center), at Boston City Hall, Fair Housing Commission, Suite 966, One City Hall Plaza, Boston, MA 02201 (671-635-3321).** All costs of carrying out the Marketing Plan shall be paid by the Developer. A failure to comply with the Marketing Plan by the Developer or by the Municipality shall be deemed to be a default of this Agreement. The Developer agrees to maintain for five years following the initial rental of the last Low and Moderate Income Unit and for five years following all future rentals, a record of all newspaper advertisements, outreach letters, translations, leaflets, and any other outreach efforts (collectively "Marketing Documentation") as described in the Marketing Plan as approved by DHCD which may be inspected at any time by DHCD. All Marketing Documentation must be approved by DHCD prior to its use by the Developer or the Municipality. The Developer and the Municipality agree that if at any time prior to or during the process of marketing the Low and Moderate Income Units, DHCD determines that the Developer, or the Municipality with respect to aspects of the Marketing Plan that the Municipality has agreed to be responsible for, has not adequately complied with the approved Marketing Plan, that the Developer or Municipality as the case may be, shall conduct such additional outreach or marketing efforts as shall be determined by DHCD.

5. Non-discrimination. Neither the Developer nor the Municipality shall discriminate on the basis of race, creed, color, sex, age, disability, marital status, national origin, sexual orientation, familial status, genetic information, ancestry, children, receipt of public assistance, or any other basis prohibited by law in the selection of tenants; and the Developer shall not so discriminate in connection with the employment or application for employment of persons for the construction, operation or management of the Project.

6. Inspection. The Developer agrees to comply and to cause the Project to comply with all requirements of the Regulations and Guidelines and all other applicable laws, rules, regulations, and executive orders. DHCD and the Chief Executive Officer of the municipality shall have access during normal business hours to all books and records of the Developer and the Project in order to monitor the Developer's compliance with the terms of this Agreement.

7. Recording. Upon execution, the Developer shall immediately cause this Agreement and any amendments hereto to be recorded with the Registry of Deeds for the County where the Project is located or, if the Project consists in whole or in part of registered land, file this Agreement and any amendments hereto with the Registry District of the Land Court for the County where the Project is located (collectively hereinafter, the "Registry of Deeds"), and the Developer shall pay all fees and charges incurred in connection therewith. Upon recording or filing, as applicable, the Developer shall immediately transmit to DHCD and the Municipality evidence of such recording or filing including the date and instrument, book and page or registration number of the Agreement.

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8. Representations. The Developer hereby represents, covenants and warrants as follows:

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

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

(c) The Developer will, at the time of execution and delivery of this Agreement, have good and marketable title to the premises constituting the Project free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Agreement, any loan documents relating to the Project the terms of which are approved by DHCD, or other permitted encumbrances, including mortgages referred to in paragraph 17, below).

(d) There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Developer, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted (and as now contemplated by this Agreement) or would materially adversely affect its financial condition.

9. Transfer Restrictions.

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

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

- A signed agreement stating that the transferee will assume in full the Developer's obligations and duties under this Agreement, together with a certification by the attorney or title company that it will be held in escrow and, in the case of any transfer other than a transfer of Beneficial Interests, recorded in the Registry of Deeds with the deed and/or other recorded documents effecting the Sale;

- The name of the proposed transferee and any other entity controlled by or controlling or under common control with the transferee, and names of any affordable housing developments in the Commonwealth owned by such entities;

- A certification from the Municipality that the Development is in compliance with the affordability requirements of this Agreement.

September 2, 2016

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

- The package requesting consent is incomplete, or
- The proposed transferee (or any entity controlled by or controlling or under common control with the proposed transferee) has a documented history of serious or repeated failures to abide by agreements of affordable housing funding or regulatory agencies of the Commonwealth or the federal government or is currently in violation of any agreements with such agencies beyond the time permitted to cure the violation, or
- The Project is not being operated in compliance with the affordability requirements of this Agreement at the time of the proposed Sale.

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

- (i) any change, substitution or withdrawal of any general partner, manager, or agent of Developer; or
- (ii) the conveyance, assignment, transfer, or relinquishment of a majority of the Beneficial Interests (herein defined) in Developer (except for such a conveyance, assignment, transfer or relinquishment among holders of Beneficial Interests as of the date of this Agreement).
- (iii) the sale, mortgage, conveyance, transfer, ground lease, or exchange of Developer's interest in the Project or any party of the Project.

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

Notwithstanding the above, DHCD's consent under this Section 9 shall not be required with respect to the grant by the Developer of any mortgage or other security interest in or with respect to the Project to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional lender made at no greater than the prevailing rate of interest or any exercise by any such mortgagee of any of its rights and remedies (including without limitation, by foreclosure or by taking title to the Project by deed in lieu of foreclosure), subject, however to the provisions of Section 14 hereof.

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

10. Casualty; Demolition; Change of Use.

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(a) The Developer represents, warrants, and agrees that if the Project, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, the Developer (subject to the approval of the lender(s) which has provided financing) will use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Project in accordance with this Agreement.

(b) The Developer shall not, without prior written approval of DHCD and the Municipality and an amendment to this Agreement, change the type or number of Low and Moderate Income Units. The Developer shall not demolish any part of the Project or substantially subtract from any real or personal property of the Project, or permit the use of the dwelling accommodations of the Project for any purpose except residences and any other uses permitted by the applicable zoning then in effect;

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

12. Notices. All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when delivered by hand or when mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate by written notice:

DHCD: Department of Housing and Community Development  
Attention: Local Initiative Program Director  
100 Cambridge Street, 3rd Floor  
Boston, MA 02114

Municipality: Town of Falmouth  
59 Town Hall Square  
Falmouth Mass 02540

Developer: Daniel C. Maclone  
150 Timothy Bourne Cartway  
East Falmouth Mass 02536

13. Term.

(a) This Agreement and all of the covenants, agreements and restrictions contained herein shall be deemed to be an affordable housing restriction as that term is defined in G.L. c. 184, § 31 and as that term is used in G.L. c.184, § 26, 31, 32 and 33. This Agreement shall bind, and the benefits shall inure to, respectively, Developer and its successors and assigns, and DHCD and its successors and assigns and the Municipality and its successors and assigns. DHCD has determined that the  
September 2, 2016

acquiring of such affordable housing restriction is in the public interest. The term of this Agreement, the rental restrictions, and other requirements provided herein shall be perpetual.

(b) The Developer intends, declares and covenants on behalf of itself and its successors and assigns (i) that this Agreement and the covenants, agreements and restrictions contained herein shall be and are covenants running with the land, encumbering the Project for the term of this Agreement, and are binding upon the Developer's successors in title, (ii) are not merely personal covenants of the Developer, and (iii) shall bind the Developer, its successors and assigns and enure to the benefit of DHCD and the Municipality and their successors and assigns for the term of the Agreement. Developer hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts to be satisfied in order for the provisions of this Agreement to constitute restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate are also deemed to be satisfied in full.

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

15. Further Assurances. The Developer and the Municipality each agree to submit any information, documents, or certifications requested by DHCD which DHCD shall deem necessary or appropriate to evidence the continuing compliance of the Project Sponsor and the Municipality with the terms of this Agreement.

16. Default.

(a) The Developer and the Municipality each covenant and agree to give DHCD written notice of any default, violation or breach of the obligations of the Developer or the Municipality hereunder, (with a copy to the other party to this Agreement) within seven (7) days of first discovering such default, violation or breach (a "Default Notice"). If DHCD becomes aware of a default, violation, or breach of obligations of the Developer or the Municipality hereunder without receiving a Default Notice from Developer or the Municipality, DHCD shall give a notice of such default, breach or violation to the offending party (with a copy to the other party to this Agreement) (the "DHCD Default Notice"). If any such default, violation, or breach is not cured to the satisfaction of DHCD within thirty (30) days after the giving of the Default notice by the Developer or the Municipality, or if no Default Notice is given, then within thirty (30) days after the giving of the DHCD Default Notice, then at DHCD's option, and without further notice, DHCD may either terminate this Agreement, or DHCD may apply to any state or federal court for specific performance of this Agreement, or DHCD may exercise any other remedy at law or in equity or take any other action as may be necessary or desirable to correct non-compliance with this Agreement.

(b) If DHCD elects to terminate this Agreement as the result of a breach, violation, or default hereof, which breach, violation, or default continues beyond the cure period set forth in this Section 16, then the Low and Moderate Income Units and any other Units at the Project which have been included in the Subsidized Housing Inventory shall from the date of such termination no longer be deemed low and moderate income housing for the purposes of the Act and shall be deleted from the Subsidized Housing Inventory.

September 2, 2016

(c) The Developer acknowledges that the primary purpose for requiring compliance by the Developer with the restrictions provided herein is to create and maintain long-term affordable rental housing, and by reason thereof the Developer agrees that DHCD or the Municipality or any prospective, present, or former tenant shall be entitled for any breach of the provisions hereof, and in addition to all other remedies provided by law or in equity, to enforce the specific performance by the Developer of its obligations under this Agreement in a state court of competent jurisdiction. The Developer further specifically acknowledges that the beneficiaries of its obligations hereunder cannot be adequately compensated by monetary damages in the event of any default hereunder. In the event of a breach of this Agreement, the Developer shall reimburse DHCD for all costs and attorney's fees associated with such breach.

17. Mortgagee Consents. The Developer represents and warrants that it has obtained the consent of all existing mortgagees of the Project to the execution and recording of this Agreement and to the terms and conditions hereof and that all such mortgagees have executed the Consent and Subordination of Mortgage to Regulatory Agreement attached hereto and made a part hereof.

**[REMAINDER OF PAGE INTENTIONALLY BLANK]**

September 2, 2016

Executed as a sealed instrument as of the date first above written.

DEVELOPER

By: [Signature]  
Its: \_\_\_\_\_

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

By: \_\_\_\_\_  
Its: \_\_\_\_\_

MUNICIPALITY

By: \_\_\_\_\_  
Its Chief Executive Officer

**TOWN OF FALMOUTH  
LEGAL APPROVAL**  
[Signature]

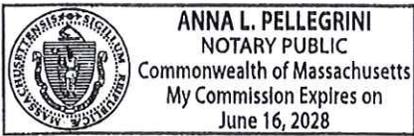
Attachments: Exhibit A - Legal Property Description  
Exhibit B - Rents for Low and Moderate Income Units

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Barnstable, ss. April 27, 20 23

On this 27th day of April, 2023 before me, the undersigned notary public, personally appeared Daniel C. MacLone, proved to me through satisfactory evidence of identification, which were personal knowledge, to be the person whose name is signed on the preceding document, as \_\_\_\_\_ of the \_\_\_\_\_ [Developer], and acknowledged to me that he/she signed it voluntarily for its stated purpose.

[Signature]  
Notary Public  
Print Name: Anna L. Pellegrini  
My Commission Expires: 06-16-2028



COMMONWEALTH OF MASSACHUSETTS

COUNTY OF \_\_\_\_\_, ss. \_\_\_\_\_, 20\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding document, as \_\_\_\_\_ for the Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

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

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF \_\_\_\_\_, ss. \_\_\_\_\_, 20\_\_

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

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

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

Reference is hereby made to a certain Mortgage dated \_\_\_\_\_ given by \_\_\_\_\_ to \_\_\_\_\_, recorded with the \_\_\_\_\_ Registry of Deeds at Book \_\_\_\_\_, Page \_\_\_\_\_ ("Mortgage").

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

[NAME OF LENDER]

By: \_\_\_\_\_  
Its:

(If the Development has more than one mortgagee, add additional consent forms.)

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF \_\_\_\_\_, ss. \_\_\_\_\_, 20\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding document, as \_\_\_\_\_ of \_\_\_\_\_ Bank, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

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

September 2, 2016

**EXHIBIT A**

Re: \_\_\_\_\_  
(Project name)

\_\_\_\_\_  
(City/Town)

\_\_\_\_\_  
(Developer)

Property Description

September 2, 2016

**EXHIBIT B**

Re: \_\_\_\_\_  
(Project name)

\_\_\_\_\_  
(City/Town)

\_\_\_\_\_  
(Developer)

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

|                     | <u>Rents</u> | <u>Utility Allowance</u> |
|---------------------|--------------|--------------------------|
| Studio units        | \$ _____     | \$ _____                 |
| One bedroom units   | \$ _____     | \$ _____                 |
| Two bedroom units   | \$ _____     | \$ _____                 |
| Three bedroom units | \$ _____     | \$ _____                 |
| Four bedroom units  | \$ _____     | \$ _____                 |

## **OPEN SESSION**

## **CONSENT AGENDA**

### **2. Administrative Orders**

f. Approve Town Manager contract

**EMPLOYMENT AGREEMENT  
BETWEEN THE TOWN OF FALMOUTH  
AND  
TOWN MANAGER MICHAEL RENSHAW**

This Agreement is made pursuant to M.G.L. c. 41 § 108N and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between the Town of Falmouth (the "Town"), acting through its Select Board (the "Board"), and Michael Renshaw ("Mr. Renshaw" or the "Town Manager"), to set forth the terms and conditions under which Mr. Renshaw will be employed as the Falmouth Town Manager.

WHEREAS the Town desires to employ the services of Mr. Renshaw to serve as the Falmouth Town Manager;

WHEREAS the Board, under M.G.L. c. 41 § 108N, may enter into a contract for Town Manager services;

WHEREAS the Board desires to provide certain benefits, establish certain conditions and set working conditions for Mr. Renshaw's employment as Town Manager;

WHEREAS Mr. Renshaw accepts employment with the Town and agrees to undertake and duly perform the duties of the position of Town Manager in good faith and in accordance with the terms of this Agreement;

NOW THEREFORE, pursuant to M.G.L. c. 41 § 108N and in consideration of the mutual covenants herein contained, the parties agree as follows:

**Section 1: Duties**

The Town Manager shall be the Chief Administrative Officer of the Town. The Town Manager shall perform the duties specified in the Town Charter, Town Bylaws, Town policies, policies of the Select Board, as well as other duties as the Board may from time to time assign to him. The applicable terms and conditions of the Town Charter, Bylaws, Town policies, policies of the Select Board, and duties as may be assigned by the Board pursuant to the Charter are hereby incorporated into this Agreement by reference. The Town Manager shall perform these duties in a competent and professional manner.

**Section 2: Term**

- a. The term of this Agreement shall be three (3) years, beginning on June 12, 2023 and continuing in full force and effect until June 11, 2026, subject to prior termination or resignation as set forth in paragraph 5 below. This Agreement shall be binding on the parties in each year of its duration.

b. If the Town Manager continues in office after the expiration of the term of the Agreement and there is no successor Agreement, the Town Manager shall continue to receive the salary and benefits in effect at the time.

### **Section 3 – Hours of Work**

a. The Town Manager shall devote full time and attention to the business of the Town during regular Town Hall hours. It is recognized that the Town Manager must also devote a great deal of time outside the normal hours to the business of the Town. The Town Manager shall attend meetings of the Board, Town Meeting and other meetings of designated Town boards and committees as may be required for the proper performance of the position of Town Manager. In recognition, the Town Manager will be allowed to take reasonable time off from work as he deems appropriate and when it will least affect the operations of the Town.

b. It is acknowledged that the Town Manager is an exempt employee for purposes of the Fair Labor Standards Act.

c. This section shall not be construed to permit the accrual of or compensation for compensatory time.

d. The Town Manager shall not engage in any other compensated or uncompensated employment without the prior approval of the Board.

### **Section 4 – Compensation**

a. Salary: The Town agrees to pay the Town Manager an initial annual salary of \$195,000 (One Hundred Ninety Five Thousand Dollars and 00/100), payable in installments at the same time as other employees of the Town are paid and subject to applicable deductions and withholdings.

b. Annual Increase: Effective July 1, 2024, and each July first thereafter during the term of this Agreement, the Town agrees to pay the Town Manager the base salary of the prior year plus the same percentage increase that is received by other nonunion Technical, Administrative and Managerial (“TAM”) employees of the Town.

c. At any time during the term of this Agreement, the Board may review the various compensation provisions of this Agreement and adjust the salary and benefits in such amounts and to such an extent as the Board may determine, based upon the Town Manager’s performance of his duties.

d. The salary and benefits provided under this Agreement are subject to annual appropriation.

e. The Town shall not at any time during the terms of this Agreement reduce the salary, compensation or other benefits of the Town Manager, except to the degree such a reduction is applied equally to all other employees of the Town.

### **Section 5 – Performance Evaluation**

a. The Board and the Town Manager shall set annual goals and objectives for the proper operation of the Town. These goals and objectives shall be reduced to writing and achievement of these goals and objectives, along with adherence to and promotion of all enacted Select Board policies, shall form the basis for the performance reviews and evaluations of the Town Manager.

b. The Board shall review and evaluate the Town Manager in accordance with the provisions of the Charter. The evaluation shall take place each year prior to the annual anniversary date of this Agreement and in accordance with any written procedures and criteria adopted by the Board pursuant to the Charter.

### **Section 6 – Resignation, Suspension, Termination, Removal and Severance Pay**

a. Resignation – The Town Manager may voluntarily terminate this Agreement and resign from the position of Town Manager in accordance with the provisions of Section C5-11 of the Charter. During the notice period, the Town Manager may not take any vacation leave unless expressly permitted by the Board in writing. As of the effective date of resignation, the Town Manager will receive payment of any salary earned but unpaid through the effective date of resignation, including any accrued but unused vacation and accrued but unused sick leave subject to any limitations of this Agreement. Any benefits shall cease as of the effective date of resignation, subject to any rights or obligations under state and federal law with respect to retirement benefits or the continuation of group health benefits.

b. Termination and Removal – The Board may remove the Town Manager in accordance with the provisions of Section C5-10 of the Charter and this Agreement. Pursuant to the removal provisions of the Charter, if the Town Manager is suspended pending a hearing, the Town shall not be required to pay the salary of the Town Manager for longer than 45 calendar days. Any suspension served after the 45<sup>th</sup> day, while pending removal, shall be unpaid.

Immediately upon suspension, the Town Manager shall return any Town-owned property to the custody of the Town, including smart phones, laptops, tablets and all other electronic devices. Access to Town owned equipment during the suspension will be denied, including access to the Town Manager's electronic mail addresses.

Calculation of the final salary required to be paid to the Town Manager upon removal under the Charter shall be limited to base salary only. Any payments under this section shall be subject to the usual deductions and withholdings and made in accordance with the Town's usual payroll practices, based upon a biweekly pay schedule.

**Section 7 – Health Insurance, Vacation, Holidays, Sick Leave, Bereavement Leave, Jury Duty and Equipment**

a. The Town shall provide to the Town Manager the High Deductible Blue Care Elect Preferred PPO health insurance family plan benefit, or similar PPO plan that is in effect during the term of the Agreement, for him and his spouse and will pay 70% of the Employee Monthly Premium as illustrated in the Town of Falmouth Health Insurance Plans Employee Monthly Premiums table, and the Town Manager will pay 30% of the remaining monthly premium expense.

b. The Town Manager shall be entitled to twenty (20) days paid vacation in the first year of this Agreement, which vacation leave will be credited upon the first day of employment. In the second and third years of the Agreement, the Town Manager shall be entitled to twenty-five (25) days paid vacation. In any year, five (5) unused vacation days may be carried over into the next year but must be used within that next year or the unused vacation leave is forfeited.

c. The Town Manager shall be granted fifteen (15) sick days per fiscal year. Unused sick days may be carried over from one year to another. The Town Manager shall be allowed to cash out accumulated sick days at the time of leaving Town service in an amount up to \$4,000 (Four Thousand Dollars and 00/100).

d. The Town Manager shall receive the following holidays during each year:

|                        |                                                 |
|------------------------|-------------------------------------------------|
| New Year's Day         | Independence Day                                |
| Martin Luther King Day | Labor Day                                       |
| President's Day        | Indigenous People's Day                         |
| Patriot's Day          | Veteran's Day                                   |
| Memorial Day           | Thanksgiving Day and the day after Thanksgiving |
| Juneteenth             | Christmas Day                                   |

Whenever any of these days falls on a Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above falls on a Sunday, the following Monday shall be observed as the holiday.

e. Upon the death of the Town Manager's spouse or children, the Town Manager will be entitled leave of five (5) working days without the loss of pay. Upon the death of the Town Manager's mother, mother-in-law, father, father-in-law, sister, brother, sister-in-law, brother-in-law, grandparents or grandchildren, the Town Manager shall be entitled leave of three (3) working days without the loss of pay.

f. The Town Manager shall be granted three (3) days of personal leave each contract year.

g. In the event that the Town Manager serves as a juror in a federal court or court of the Commonwealth, he shall receive from the Town the difference between his salary and the compensation he received for such jury services, exclusive of any travel or other allowance, provided, however, that he shall receive his full pay for his first three (3) days of service for the Commonwealth of Massachusetts.

h. The Town shall provide the Town Manager with a smart phone and a laptop, tablet or other electronic device(s) necessary to perform the official duties of Town Manager. The use of all Town-owned electronic devices must be consistent with Town policies and the law.

i. The Town shall provide an automobile allowance in the amount of \$450 (Four Hundred Fifty Dollars and 00/100) per month, payable in equal increments with payroll, subject to applicable deductions and withholdings.

j. The Town will contribute matching funds up to 4% of the Town Manager's annual salary to the Town Manager's deferred compensation retirement plan.

k. The Town shall pay the amount of the annual premium due for term life insurance for coverage for the Town Manager in the amount of \$200,000 (Two Hundred Thousand Dollars and 00/100).

**Section 8 – Professional Development**

a. Subject to approval of the Board, the Town agrees to pay for the registration, travel and reasonable expenses of the Town Manager for short courses, institutes, and seminars that are necessary for his professional development, which may include attendance at the ICMA Annual Conference, Massachusetts Municipal Association Annual January Conference, and the Massachusetts Municipal Association Annual Spring Conference.

b. The Town agrees to pay up to \$3,000 (Three Thousand Dollars and 00/100) annually for the professional dues and subscriptions in connection with any professional organizations deemed necessary and desirable for continued professional participation, growth and advancement of the Town Manager and for the good of the Town.

## **Section 9 – Moving Expenses**

The Town agrees to issue a one time, non-recurring stipend in the amount of \$10,000 (Ten Thousand Dollars and 00/100) to the Town Manager for costs associated with moving expenses. The stipend is payable upon execution of this Agreement and is subject to applicable deductions and withholdings.

## **Section 10 – Indemnification**

- a. Pursuant to M.G.L. c. 258 § 13, the Town shall indemnify the Town Manager from personal financial loss, all damages and expenses in an amount not to exceed \$1,000,000 (One Million Dollars and 00/100) arising out of any claim, demand, suit or judgment by reason of any act or omission, except an intentional violation of civil rights of any person if the Town Manager, at the time of such act or omission was acting within the scope of his official duties or employment. The Town will provide liability insurance coverage consistent with this indemnification.
- b. The Town may negotiate and settle any claim or suit on behalf of the Town Manager for which it provides indemnification under this section and will pay the amount of any settlement or judgment rendered thereon without recourse to the Town Manager.
- c. In connection with any such claims or suits involving the Town Manager in his professional capacity under this section, the Town shall provide legal counsel and representation.
- d. The provisions of this section shall continue after the Town Manager leaves the employment of the Town. This section shall survive the termination of this Agreement.

## **Section 11 – Other Terms and Conditions of Employment**

- a. All provisions of the laws of the Commonwealth of Massachusetts relating to retirement, health insurance and other fringe benefits shall apply to the Town Manager as they generally apply to other employees of the Town.
- b. All other provisions of the Town's Bylaws, policies and rules and regulations relating to fringe benefits shall apply to the Town Manager as they apply to other employees of the Town, in addition to the benefits enumerated specifically for the benefit of the Town Manager.
- c. This Agreement shall prevail over any conflicting personnel provisions of the Town Bylaws, policies, or rules and regulations.
- d. The Select Board waives the residency requirement for the Town Manager contained in §C5-2(B) of the Charter for the term of this contract. In lieu of this requirement, the Parties agree

that the Town Manager shall reside within five (5) miles of the borderline of the Town in any direction.

### **Section 12 – Notices**

Notices pursuant to this Agreement shall be given by first class mail and also by electronic mail, addressed as follows:

Town:                      Select Board  
                                  59 Town Hall Square  
                                  Falmouth MA 02540  
                                  selectboard@falmouthma.gov

Town Manager:         Michael Renshaw  
                                  1026 Cyperts Trail  
                                  Winder, GA 30680  
                                  Renshaw588@gmail.com

Notices required to be made under this Agreement may also be served personally in hand.

### **Section 13 – General Provisions**

- a.       The text of this document shall constitute the entire Agreement between the parties.
- b.       This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Town Manager.
- c.       If any provision, or portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS THEREOF, the Town of Falmouth, Massachusetts, has caused this Agreement to be signed and executed in its behalf by its Select Board, duly attested by its Town Clerk, approved as to form by Town Counsel, certified for sufficient appropriation by the Town Accountant, and the Town Manager has signed and executed this Agreement, all in duplicate.



**Michael Renshaw**

**Select Board**

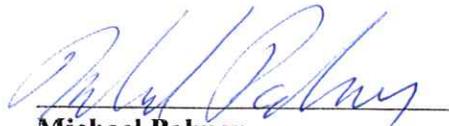
\_\_\_\_\_  
**Nancy R. Taylor, Chair**

\_\_\_\_\_  
**Onjalé Scott Price, Vice Chair**

\_\_\_\_\_  
**Samuel H. Patterson**

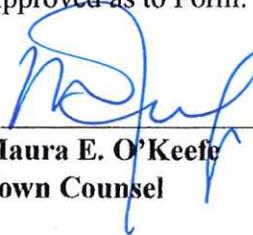
\_\_\_\_\_  
**Douglas C. Brown**

\_\_\_\_\_  
**Edwin (Scott) P. Zylinski II**



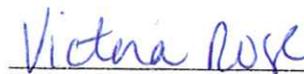
**Michael Palmer**  
**Town Clerk**

Approved as to Form:



\_\_\_\_\_  
**Maura E. O'Keefe**  
**Town Counsel**

Certification of Sufficient Appropriation:



\_\_\_\_\_  
**Victoria Rose**  
**Town Accountant**

## **OPEN SESSION**

### **MINUTES**

#### **1. Review and Vote to Approve Minutes of Meetings:**

Public Session – April 24, 2023

**TOWN OF FALMOUTH**  
**SELECT BOARD**  
**Open Meeting Minutes - DRAFT**  
**MONDAY, APRIL 24, 2023 – 6:00 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 6:00 p.m.

**EXECUTIVE SESSION**

Chair Taylor called for a motion to go into Executive Session to discuss strategy with respect to collective bargaining with AFSCME Unit C - M.G.L. c.30A s.21(a)(3)

**Motion by Mr. Brown:** So moved. **Second:** Mr. Zylinski

**Roll call vote:**

**Brown:** Aye

**Patterson:** Aye

**Scott Price:** Aye

**Zylinski:** Aye

**Taylor:** Aye

Chair Taylor said the Board would return to Open Session.

**OPEN SESSION**

**Call to Order:** Following Executive Session, Chair Taylor called to order the Open Session of the meeting at 6:30, saying the Select Board had discussed strategy with respect to collective bargaining with AFSCME Unit C, and had voted unanimously to support a Memorandum of Agreement between the Town of Falmouth and AFSCME Local 1636 Unit C.

**Pledge of Allegiance:** Led by Select Board

**Recognition:**

Mr. Brown said he had received an email from Ed Valeriani at the DPW who wished to remember Harry Hill, a 41-year employee at the Falmouth Parks Dept., who had recently died. Mr. Brown cited the many accomplishments of Mr. Hill's years of service to the Town of Falmouth and expressed gratitude for them.

**Announcements:**

Ms. Scott Price reviewed the Select Board's practice regarding emails sent to the Board, assuring that all emails are read and processed appropriately.

Chair Taylor announced that Dr. Betsy Gladfelter had been officially awarded 2 grants: one from USFWS for \$1,052,500, and the second for \$1.6 million from NOAA

**Public Comment:**

Richard Dube, Precinct 6 – said that since Article 21 had passed at Town Meeting, he recommended that the Board select the police department for independent review by a consultant.

Chair Taylor said that she would take up the **first item under Business** before holding the first public hearing.

Application for a Change of Manager for an All Alcohol Club License – Falmouth Yacht Club, located at 290 Clinton Avenue, Falmouth

Mr. Johnson-Staub orally summarized the item for the Board, referring to a memo in the Select Board packet entitled *Preliminary Report for April 24, 2023*, and dated April 21, 2023. He recommended approval.

The manager of the Falmouth Yacht Club, Arianne Damon, was present. She said the background check was scheduled for May 3 at the police dept.

Mr. Brown asked that approval be contingent upon completion of the background check, and he reminded the manager that she is personally responsible for any alcohol-related issues that may arise at the venue.

**Motion by Ms. Scott Price: To approve contingent upon the background check      Second: Mr. Patterson**  
**Vote: Yes – 5      No – 0**

Chair Taylor said that she would next take up the **Consent Agenda** while awaiting the time to begin the first hearing. She asked Mr. Johnson-Staub for any comment.

Mr. Johnson-Staub confirmed that the Class 1 license sought by the Flying Bridge can be limited to boats only and cannot be transferred to another location. He said the form had been modified to indicate “for boats only.” He said all other licenses are routine in nature, reviewed by staff for completeness, and he recommended approval. Also, regarding **Administrative Orders**, he orally summarized **Item “d”** (WHOI’s request for access to Siders Pond) as described in the memo in the Select Board packet entitled *Preliminary Report for April 24, 2023*, and dated April 21, 2023. He said WHOI would also be required to notify abutters on the southern end of the pond because the pond doesn’t normally have any moorings.

## CONSENT AGENDA

### 1. Licenses

- a. Application for a Class I License to Buy and Sell New and Second Hand Motor Vehicles (boats) – Flying Bridge Marina, LLC d/b/a Flying Bridge Marina to be exercised at 250 Scranton Avenue, Falmouth
- b. Application for a Common Victualler License– ICA Pizza, LLC d/b/a Simply Divine, located at 271 Main Street, Falmouth
- c. Application for a Change of Officers of an All Alcoholic Beverages Common Victualler License - 99 Restaurants of Boston LLC d/b/a 99 Restaurant & Pub- 30 Davis Straits, Falmouth
- d. Application for a Special One-Day Wine & Malt Beverages License – West Falmouth Library Annual Art Show – 575 West Falmouth Highway, West Falmouth – Friday, 7/21/23
- e. Application for a Special One-Day Wine & Malt Beverages License – Sarah Annis for Mayflower Brewing – 5 Coonamessett Farm, 277 Hatchville Road, East Falmouth – Saturday and Sunday, 5/6 and 5/7/23
- f. Application for a Special One-Day Wine & Malt Liquor License – Michael Clark – Livin’ the Dream, Bean Bag Toss Tournament Fundraiser – The Conference Table parking lot, 205 Worcester Ct., Falmouth – Saturday, 5/13/23
- g. Application for a Special One-Day Wine & Malt Liquor License – Luke Vose, Crooked Coast – Coast Fest – Bandshell/Marina Park – Saturday, 8/5/23
- h. Application for a Sunday Entertainment License – Barnstable County Agricultural Society – Barnstable County Fair – Cape Cod Fairgrounds – Sunday, 7/23/23

### 2. Administrative Orders

- a. Vote to approve warrant for the annual town election on May 16, 2023
- b. Vote to authorize the extension of temporary outdoor seating approvals from April 1, 2023 to April 1, 2024
- c. Vote to designate elected members of the Falmouth Municipal Light Plant Board as Special Municipal Employees for the purposes of the Massachusetts conflict of interest law, M.G.L. c. 268A sec. 1(n).

- d. Approve license agreement authorizing Woods Hole Oceanographic Institution to access Siders Pond
- e. Authorize grant application for Lead Service Line Inventory
- f. Vote to accept donation from Stephen and Nancy Weinstein in the amount of \$500.00 to the Falmouth Fire Rescue Department
- g. Vote to accept donation of two Samsung flat screen TV's valued at \$2,500.00 to the Falmouth Recreation Department
- h. Vote to accept FY23 Wellness Grant in the amount of \$600.00 from Cape Cod Municipal Health Group to the Personnel Department grant account

Mr. Brown commented on "b" asking if the license applied to take-out alcohol as well. Mr. Johnson-Staub said that it is a separate matter available to all entities that have an alcohol pouring license.

3. License Renewals – 2023 Seasonal/Annual

LODGING HOUSE LICENSE

Captain's Manor Inn, 27 W. Main Street  
 Elizabeth Hathon, 165 North Falmouth Highway  
 Frederick William House, 594 Palmer Avenue  
 Heights House, 25 Harbor Avenue  
 Inn on the Sound, 313 Grand Avenue  
 Inn on the Square, 40 North Main Street  
 Woods Hole Inn, 28 Water Street, Unit D  
 Woods Hole Passage Bed & Breakfast Inn, 186 Woods Hole Rd.

SECOND-HAND DEALER LICENSE

Blooming Resale, 557 N. Falmouth Highway  
 Cape Cod Gold & Silver, 424 Main Street  
 Cape Kids Treasures, 15 Davis Straits  
 Cashpoint, 348 East Falmouth Highway  
 Falmouth Stamp & Coin, 11 Town Hall Square  
 Hand in Hand Thrift Shop, 141 Sandwich Road  
 Home Again, 93 East Falmouth Highway  
 Hope Restored, 75 County Road  
 St. Vincent de Paul Thrift Shop, 18A Davisville Road  
 Trendy Tots, 424 Main Street

BOWLING ALLEY/POOL TABLE LICENSE

King Cormac, Inc. d/b/a Grumpy's Pub, 29 Locust Street  
 Town Hall Partners, LLC d/b/a Timber, 23 Town Hall Square  
 Trade Center Bowl, 95 Spring Bars Road

MOVIE THEATER LICENSE

Falmouth Cinema, LLC d/b/a Falmouth Cinema Pub, 137 Teaticket Hwy.

Chair Taylor asked for a motion to move the Consent Agenda.

Ms. Scott Price: So moved      Second: Mr. Patterson

Mr. Brown offered a public thank you to the donor of the flat screen TVs to the Falmouth Recreation Dept. (Administrative Orders, "g").

Vote: Yes – 5      No - 0

**PUBLIC HEARINGS**

Application for a Transfer of License and Alteration of Premises for an All Alcoholic Beverages Retail Restaurant License – ICA Pizza, LLC d/b/a Simply Divine, located at 271 Main Street, Falmouth

Ms. Scott Price read out the hearing notice. Mr. Johnson-Staub orally reviewed the item referring to *The Town Manager's Preliminary Report for April 24, 2023*, and dated April 21, 2023.



Mike Reghitto, Acting Water Superintendent, introduced Ryan Neland from Tata and Howard, Peter McConarty, DPW Director, Steve Cadorette, DPW Deputy Director, and Steve Rafferty, former water superintendent and now consultant for the Town. Mr. Reghitto then began the approximately 20-screen presentation which he said would be an overview of the *Capital Efficiency Plan April 2020-Cost Estimates Revised April 2023*, which was basically a planning document how to prioritize replacing water mains in Town. The goal, he said, is to appropriate \$3M per year for water main maintenance, upgrades, and design. The presentation included photos of water main projects around Town.

Mr. Zylinski asked about costs of disposing of asbestos pipe; Mr. Reghitto said that asbestos would be abandoned in place underground. Mr. Brown asked about the line to Lawrence School; Mr. Reghitto said that the Hamlin Ave. line had been replaced. The Board praised the CEP saying it was great work, informative and thorough. The CEP report itself is posted on the water department website in its entirety. Mr. Brown voiced concern about the water quality issues in some of the pipes; Mr. Reghitto said that they were already looking into those and other issues.

Mr. Johnson-Staub said that the goal of the report at the meeting was to get information to the Board to invite feedback and to prepare for ongoing action.

#### Presentation – Affordable housing proposal – 375 Sandwich Road – Saxon Partners

Mr. Brown said that due to a possible conflict of interest (his wife still owns property on a road in an impacted area, as well as his existing relationships with people living there), he would recuse himself. He then left the meeting room.

Mr. Johnson-Staub orally reviewed the item referring to *The Town Manager's Preliminary Report for April 24, 2023*, and dated April 21, 2023.

David Calhoun from Saxon Partners began with an oral presentation of the proposed project. He then passed out materials to the Board and moved to a visual presentation, selecting appropriate screens to help explain the information. The development would be situated on 42 acres, part of which would be gravel pits and part for housing. The housing buildings containing 300 rental units would all be 4 stories with elevators. The 40B project would be expedited through the ZBA.

Mr. Johnson-Staub explained the concerns surrounding additional wastewater discharge, and how the Town can meet the requirement to remove 100% of the nitrogen. He said there are ways to address the problem, but the added costs would have to be taken into consideration. There was brief Board discussion of the nitrogen issue and how the package treatment system would work to meet nitrogen reduction goals. Mr. Calhoun said that the developer would work with the Town on how best to achieve the required wastewater goals. He clarified that the first step is to get letters of support for project eligibility before the ZBA. He said the science is there to get to acceptable nitrogen levels if people work together.

Chair Taylor said that the Board would not be voting a letter of support at this meeting due to not having enough information at this time. Mr. Zylinski said he would not want to vote before hearing public comment. Mr. Patterson said the Board would need to be shown that the science is as sophisticated as described and that the environmental impact would be minimal because of the huge factor that degradation of the Cape's water quality is at present.

Chair Taylor then said that the Board would need more specific information regarding the wastewater component before it could support the project. There followed some back-and-forth about the process for getting the project started. Mr. Calhoun said that Saxon Partners had already had meetings with MADEP and other interested parties to assure that wastewater issues are addressed. He suggested getting Saxon's engineers together with the Town's knowledgeable parties to address concerns and hash out ideas. He said the letter would be more a letter of cooperation than of support at this time. Ms. Scott Price asked Mr. Calhoun if he could put the information already done about wastewater options in document form for the Board to review. Mr. Calhoun said he could produce something. Mr. Johnson-Staub said that he would invite the wastewater superintendent to come to the Board meeting when this item would be next discussed. Mr. Zylinski asked if there were minutes from prior various community meetings with Saxon when the project was discussed. Mr. Calhoun said that they do not take minutes of meetings when they are invited guests.

Chair Taylor announced a 5-minute recess.

Mr. Brown returned to the meeting room at the end of the recess.

Nomination to name Overlook on the Coonamessett River for Betsy Gladfelter

Joe Netto and Jessica Whritenour, Executive Director of the 300 Committee Land Trust, were present to ask the Board to consider naming the overlook at the Coonamessett Greenway Gateway Park in honor of Betsy Gladfelter. Mr. Johnson-Staub then orally reviewed the item referring to *The Town Manager's Preliminary Report for April 24, 2023*, and dated April 21, 2023. One year from now would be the second phase of the process. He said consensus on the issue is fine. Ms. Whritenour spoke briefly, saying Mr. Netto had come to T3C with the idea and they were very happy to join with him on the initiative. She highly praised Dr. Gladfelter for her tireless work on the river restoration project, using descriptors such as work ethic, commitment, vision, and public service. Mr. Brown added tenacity. The Board was unanimous in its agreement to begin the year-long process.

Vote to designate a member of the Select Board to review the request to name the connector from the Shining Sea Bikeway to the crossing at Palmer Ave. onto Katharine Lee Bates Rd. as the Kevin Lynch Connector and to place a sign or plaque in his honor

Mr. Johnson-Staub said the process at this point is for the Board to designate a member to meet with representatives from the bicycle and pedestrian committee and other stakeholders, and then to schedule a hearing to consider final action.

Kathryn Jansen, vice-chair of the bicycle and pedestrian committee, said the initiative has the full support of that committee. She introduced Leonard Johnson from Friends of Falmouth Bikeway, who gave the Board background information on Kevin Lynch, past chair of the bikeways committee, and all he had done to support cycling in Falmouth, including spearheading two extensions of the bike path.

Mr. Johnson went on to speak about Bob Fitzpatrick (next agenda item) and his involvement in getting a connector from the bike path to the Goodwill Park crossing. He said the Friends will pay for the plaque and stones and work with the DPW how best to situate them.

Chair Taylor nominated Mr. Zylinski to be the Board member to solicit input from the Bicycle and Pedestrian Committee and other appropriate parties. Second: Ms. Scott Price Vote: Yes – 5 No - 0

Vote to designate a member of the Select Board to review the request to name the connector from the Shining Sea Bikeway to the crossing at Palmer Ave. into Goodwill Park as the Bob Fitzpatrick Connector and to place a sign or plaque in his honor

Ms. Scott Price nominated Mr. Zylinski to be the Board member to solicit input from the Bicycle and Pedestrian Committee and other appropriate parties. Second: Mr. Zylinski Vote: Yes – 5 No - 0

Approve request from Falmouth Farmers Market, Inc. for a waiver/reduction of the special event permit fee for the Falmouth Farmers Market at Marina Park on Thursdays from 5/25/23 – 10/5/23 plus 11/21/23

Peter Johnson-Staub orally reviewed the item referring to *The Town Manager's Preliminary Report for April 24, 2023*, and dated April 21, 2023.

The Board thanked Mr. Johnson-Staub for providing the information regarding fees and the dollar value of the waivers granted. Mr. Brown said that this event is certainly of benefit to the community and the request is in order.

Motion by Mr. Brown: To approve Second: Mr. Zylinski

Lindsay Close from the Farmers' Market said that vendors support the SNAP program where community members with food benefits can use their cards. There are also 2 vendors who participate in the Healthy Incentives Program where rebates are offered through the state for fruits and vegetables.

Vote: Yes – 5 No - 0

Presentation and vote to authorize a grant application for a Massachusetts Public Library Construction Grant for the East Falmouth branch library

Linda Collins, Library Director, and Brian Stokes from the public library presented the request. Ms. Collins said that there would be an effort to maintain the look of the village in the design. She also said the people of East Falmouth use the facility as a full-service library and “we need to make it that.”

**Motion by Ms. Scott Price: To approve    Second: Mr. Zylinski    Vote: Yes – 5    No - 0**

Chair Taylor handed Ms. Collins a signed letter following the vote.

Request for variance to Sign Code – §184-7 Placement: Falmouth Public Schools – Placement of temporary sign on fence on Town property at 340 Teaticket Highway

Peter Johnson-Staub orally reviewed the item referring to *The Town Manager's Preliminary Report for April 24, 2023*, and dated April 21, 2023.

Mr. Brown said it seems like a higher-level production and supports the request, even if it's not a regular thing. The issue is both the size of the sign and that it's affixed to the fence. Mr. Patterson would support giving the school department a broader use of the property beyond this particular event.

**Motion by Ms. Scott Price: To approve    Second: Mr. Zylinski    Vote: Yes – 5    No - 0**

Remote work policy – non-union employees

Peter Johnson-Staub orally reviewed the item referring to *The Town Manager's Preliminary Report for April 24, 2023*, and dated April 21, 2023.

Mr. Brown raised the issue of the need to coordinate information regarding remote work among department heads, supervisors, and human resources director during the hiring process before a job offer is made.

**Motion by Ms. Scott Price: To approve    Second: Mr. Patterson    Vote: Yes – 5    No - 0**

Mr. Johnson-Staub thanked Human Resources Director Susan Lumpkin for her work on the policy.

**MINUTES**

Review and Vote to Approve Minutes of Meetings

Public Session –  
March 6, 2023

**Motion by Mr. Patterson: To approve with correction and release    Second: Ms. Scott Price  
Vote: Yes – 5    No - 0**

March 27, 2023

**Motion by Mr. Patterson: To approve and release    Second: Ms. Scott Price.    Vote: Yes – 5    No - 0**

April 3, 2023

**Motion by Mr. Patterson: To approve with correction and release    Second: Ms. Scott Price  
Vote: Yes – 5    No - 0**

**TOWN MANAGER'S SUPPLEMENTAL REPORT**

- Mr. Johnson-Staub updated the Board on the police chief selection process, including numbers of candidates and credentials, the selection of 5 candidates for the citizen panel interviews held on 4/14, and the full-day assessment center run by the consultant on 4/15. He said the Human Resources Director and he would conduct final interviews next week, followed by the announcement of 3 finalists, with the vote on the appointment targeted for a May 22 Select Board meeting.
- Upcoming meetings for the Select Board are 5/1, 5/22, 6/5, 6/26, and 7/10.

Mr. Johnson-Staub said he would send a copy of his supplemental report to Board members.

## **SELECT BOARD REPORTS**

### **Mr. Brown reported on the following:**

- Attended the Cape and Islands municipal leaders' association meeting last month and received legislative updates. He said he updated the group on Falmouth's affordable housing progress. He said the group meets once a month on Friday mornings and welcomes attendees. He also said the facility hosting the meeting was the Sandwich Council on Aging building, saying it was a beautiful facility, and noted there were pickleball courts there.
- Contacted the communication representative from South Coast Wind to assure her that Falmouth is here to listen. He said there would be a phone call tomorrow in an effort to build communication and keep information lines open.
- Attended a Beach Committee meeting and learned about their outreach for hiring and that the beaches might be fully staffed this year. He said that they have been working on their mission statement, and that they are making progress on building the beach huts.

### **Ms. Scott Price reported on the following:**

- Attended the Recreation Committee meeting and listened to the issues surrounding the scheduling of pickleball. She said part of the discussion was the desire to locate pickleball courts at Trotting Park. Mr. Johnson-Staub said that funding has been approved for design of pickleball courts and renovation of the old skatepark at Trotting Park.

### **Mr. Zylinski reported on the following:**

- Attended 2 days of the police chief search, saying that the process was very well done.
- Attended the Bicycle and Pedestrian Committee meeting at the DPW with the entire staff present, which he said was over two hours. He said it was a very constructive and collaborative meeting.
- Attended a Veterans' Council meeting where members were discussing/planning Memorial Day activities/tributes.

## **DISCUSSION OF FUTURE AGENDA ITEMS**

Ms. Scott Price said she would like to have a general discussion reviewing Town Meeting actions, even though she was not sure how that discussion might be organized. Whether articles had been approved or not, what would be the next steps? Chair Taylor said that the WQMC would be coming before the Board soon related to the failure of the sewer article.

In following up on an idea that originated in the 4/1 workshop, Ms. Scott Price would also like an item seeking input for putting potential bylaws or articles on the November Town Meeting warrant.

Chair Taylor would like an update on 5/1 regarding the plastics ban.

At this point, there was brief Board discussion on how best to approach following up on Town Meeting action: to have one large agenda item re-capping Town Meeting, or to select specific articles and actions with each one being its own item. Chair Taylor said that the Board should not dissect Town Meeting; rather, select specific articles that the Select Board has been directed to follow up on and focus on those.

## **ADJOURN**

**Motion by Ms. Scott Price: To adjourn    Second: Mr. Brown    Vote: Yes – 5    No - 0**

Respectfully submitted,  
Carole Sutherland, Recording Secretary

**OPEN SESSION**

**TOWN MANAGER'S SUPPLEMENTAL REPORT**

May 22, 2023