

TOWN OF FALMOUTH
SELECT BOARD
REVISED AGENDA
MONDAY, DECEMBER 18, 2023 – 6:30 P.M.
SELECT BOARD MEETING ROOM
TOWN HALL
59 TOWN HALL SQUARE, FALMOUTH, MA 02540

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

6:00 p.m. OPEN SESSION

6:00 p.m. EXECUTIVE SESSION

1. M.G.L. c.30A s.21(a)(3) – To discuss strategy with respect to collective bargaining – Police Lieutenant impact bargaining

6:30 p.m. OPEN SESSION

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

6:45 p.m. PUBLIC HEARINGS

1. Tax Classification Hearing (15 minutes)

7:00 p.m. BUSINESS

1. Discuss and vote to approve funding for 5 Esker Place (5 minutes)
2. Approve one-time five-year extension of the Solid Waste Management Intermunicipal Agreement with the Town of Bourne (10 minutes)
3. FY25 Operating Budget Presentation (20 minutes)
4. Report – Energy Committee (15 minutes)
5. Report – Board of Health (15 minutes)
6. Report – Veterans Council Committee (15 minutes)
7. Report – Falmouth Chamber of Commerce (10 minutes)
8. Approve fourth amendment and extension of existing parking lot lease agreement with the Steamship Authority (5 minutes)
9. Application for a Change of Manager of an All-Alcoholic Club License – Portuguese American Assoc. of Falmouth, Inc., located at 55 Ashumet Road, Hatchville (5 minutes)
10. Consider a Letter of Support for Sen. Moran’s Senate Bill 1315 (5 minutes)
11. Approve annual license renewals for 2024 (5 minutes)

ALL ALCOHOL RESTAURANT with COMMON VICTUALLER

Anchor Ale House, 100 Davis Straits
Aquatic Brewing, 661 Main Street
Bluefins, 295 Main Street
Cape Cod Country Club, 48 Theatre Drive
Chapoquoit Grill, 410 West Falmouth Highway

DJ’s Family Sports Pub, 870 Main Street, Unit A
East End Tap, 734 Teaticket Highway
Estia, 117 Main Street
Falmouth Cinema Pub, 137 Teaticket Highway
Falmouth Jade, 143 East Falmouth Highway
Flying Bridge Restaurant, 220 Scranton Avenue
Grumpy’s Pub, 29 Locust Street

Jack's Restaurant & Bar, 327 Gifford Street
La Cucina sul Mare, 237 Main Street
Liam Maguire's, 273 Main Street
New Peking Palace, 452 Main Street
Papa Jakes, 146 Sandwich Road
Paul's Pizza, 14 Benham Road
Quahog Republic Dive Bar, 97-99 Spring Bars Road
Quahog Republic's Leaside Pub, 29 Railroad Avenue
Shipwrecked, 263 Grand Avenue
Shiverick's Café & Bar, 285 Main Street
Silver Lounge, 999 Route 28A
Soprano's Casino by the Sea, 286 Grand Avenue
Sweet Rice, 167 Teaticket Highway
The Cape Club 125 Falmouth Woods Road
The Conference Table 205 Worchester Court
The Glass Onion, 37 North Main Street
Tiger Ramen, 587 Main Street, Unit 102
Timber, 23 Town Hall Square

ALL ALCOHOL INNHOLDER and INNHOLDER

Coonamessett Inn, 311 Gifford Street
Holiday Inn Falmouth, 291 Jones Road
Seacrest Concessionaire, LLC d/b/a Seacrest, 350 Quaker Road

ALL ALCOHOL CLUB

Amvets Falmouth Post 70, Inc., 336 Palmer Avenue
Cape Cod Curling Club, 37 Highfield Drive
Cape Verdean Club of Falmouth, Inc. 126 Sandwich Road
Falmouth Elks Lodge #2380, 140 Palmer Avenue
Falmouth Rod & Gun Club 25 Sportsman Lane
Falmouth Yacht Club, 290 Clinton Avenue
Green Pond Yacht Club, 366 Menauhant Road
Midway Trap & Skeet, 284 Old Meetinghouse Road
Portuguese American Assn., 55 Ashumet Road
Woods Hole Golf Club, 130 Quissett Avenue

WINE & MALT RESTAURANT with COMMON VICTUALER

Bangkok Thai Cuisine, 291 Main Street
Crabapples, 553 Palmer Avenue
Silver Beach Pizza & Seafood, 557 North Falmouth Highway, Building A
Steve's Pizzeria & More, 374 Main Street

WINE, MALT & CORDIAL RESTAURANT with COMMON VICTUALER

Country Fare, 319 Main Street

WINE & MALT INNHOLDER

Fontelux Hospitality Systems LLC d/b/a Palmer House Inn, 81 Palmer Avenue

BREWERY – WINERY

Aquatic Brewing, 661 Main Street
Bad Martha's, 876 East Falmouth Highway

COMMON VICTUALER

J2 Bagels, Inc. d/b/a Cape Cod Bagels, 419 Palmer Avenue

Coffee Obsession, 110 Palmer Avenue
Coffee Obsession, 38 Water Street
D'Angelo's, 689 Main Street
Devour, 352 Main Street
Dunkin Donuts, 614 Main Street
Dunkin Donuts, 4 Sandwich Road
Dunkin Donuts, 363 East Falmouth Highway
Dunkin Donuts, 634 Holly Park Road
Dunkin Donuts, 1184 Sandwich Road
Falmouth Hospital Cafeteria, 100 Ter Heun Drive
Homeport Sushi, 316 Gifford Street
Le Bon Jour, 424 East Falmouth Highway, Unit A3
McDonald's, 263 Teaticket Highway
Moonakis Café, 460 Waquoit Highway
Papa Gino's, 56 Davis Straits
Peel Pizza, 31 Teaticket Highway
Starbucks, 11 Davis Straits
Subway Sandwiches, 137 Teaticket Highway
Thai Kitchen, 258 Teaticket Highway
The Blended Berry, 56 Davis Straits
The Buffalo Jump, 277 Hatchville Road
The Portuguese, 424 East Falmouth Highway, Unit B101
The Stand, 75 County Road
The Vine, 824 Main Street
Lobos House of Pizza, 338 East Falmouth Highway

ENTERTAINMENT

Bad Martha's, 876 East Falmouth Highway
Cape Arts & Entertainment, 60 Highfield Drive
Cape Verdean Club, 126 Sandwich Road
Coffee Obsession, 110 Palmer Avenue
Coffee Obsession, 38 Water Street
Coonamessett Inn, 311 Gifford Street
East End Tap, 734 Teaticket Highway
Falmouth Yacht Club, 290 Clinton Avenue
Flying Bridge Restaurant, 220 Scranton Avenue
Green Pond Yacht Club, 366 Menauhant Road
Grumpy's Pub, 29 Locust Street
Holiday Inn, 291 Jones Road
Jack's Restaurant & Bar, 327 Gifford Street
Liam Maguire's, 273 Main Street
Papa Jakes, 146 Sandwich Road
Portuguese American Assn., 55 Ashumet Road
Quahog Republic Dive Bar, 97-99 Spring Bars Road
Quahog Republic's Leaside Pub, 29 Railroad Avenue
Seacrest Concessionaire, LLC d/b/a Seacrest, 350 Quaker Road
Shipwrecked, 263 Grand Avenue
Shiverick's Café & Bar, 285 Main Street
Silver Lounge, 999 Route 28A
Soprano's Casino by the Sea, 286 Grand Avenue
The Cape Club 125 Falmouth Woods Road
The Conference Table 205 Worchester Court
Timber, 23 Town Hall Square
Tony Andrews Farm 394 Old Meetinghouse Road
Woods Hole Golf Club, 130 Quissett Avenue

SUNDAY ENTERTAINMENT

Bad Martha's, 876 East Falmouth Highway
Coonamessett Inn, 311 Gifford Street

Flying Bridge Restaurant, 220 Scranton Avenue
Grumpy's Pub, 29 Locust Street
Holiday Inn, 291 Jones Road
Liam Maguire's, 273 Main Street
Portuguese American Assn., 55 Ashumet Road
Quahog Republic's Leeside Pub, 29 Railroad Avenue
Seacrest Concessionaire, LLC d/b/a Seacrest, 350 Quaker Road
Shipwrecked, 263 Grand Avenue
Shivericks Café & Bar, 285 Main Street
Soprano's Casino by the Sea, 286 Grand Avenue
The Cape Club 125 Falmouth Woods Road

Falmouth Auto Center, 614 East Falmouth Highway
Frank's Auto Sales, 442R-444 East Falmouth Highway
Frank Battles, 14 Depot Avenue
M&N Auto Mall, 20A Village Common Drive

AUTOMATIC AMUSEMENT DEVICE

DJ's Family Sports Pub, 870 Main Street, Unit A
Falmouth Cinema Pub, 137 Teaticket Highway
Grumpy's Pub, 29 Locust Street
Quahog Republic Dive Bar, 97-99 Spring Bars Road
Seacrest Concessionaire, LLC d/b/a Seacrest, 350 Quaker Road

MOTOR VEHICLE CLASS I

Capstan Yachts, 56 Scranton Avenue, Unit A

MOTOR VEHICLE CLASS II

Cid's Auto Brokers, 91 Carl Landi Circle

TAXI – LIMOUSINE

AA Taxi, 90 Boxberry Hill Road
All Seasons Taxi, 45 Simpson Lane
Falmouth Taxi, 424 East Falmouth Highway, Unit A1

8:50 p.m. CONSENT AGENDA

1. Administrative Orders

- a. Approve the petition of NSTAR Electric Company d/b/a Eversource Energy for permission to install one (1) new FO pole labeled 10/136 with anchor approximately 137' (feet) east of existing pole 10/135 and to install one (1) new FO pole labeled 10/137 with anchor approximately 137' (feet) east of newly installed pole 10-136. This work is necessary to provide electric service to 995 Sandwich Road.
- b. Approve the petition of NSTAR Electric Company d/b/a Eversource Energy for permission to install a new handhole to be labeled 69/56-A and to install approximately 58' (feet) of conduit and cable under the town road southeasterly starting at new handhole 69/56-A at the base of existing pole 69/56. This work is necessary to provide electric service to 301 Menauhant Road.
- c. Accept donation in the amount of \$500.00 from the Falmouth Jewish Congregation to the Falmouth Cultural Council
- d. Approve Eversource easements for Depot Rd. and Locust St.
- e. Designate the Per Diem Communications Officer position as a "special employee" for the purposes of the conflict-of-interest law MGL c. 268A

8:55 p.m. MINUTES

1. Review and vote to approve minutes of meetings – Public Session – July 10, 2023

9:00 p.m. TOWN MANAGER'S SUPPLEMENTAL REPORT

9:05 p.m. SELECT BOARD REPORTS

9:15 p.m. ADJOURN

Nancy Robbins Taylor, Chair
Select Board

■

Announcement



CONTACT: Anthony Sadera
Communications Manager
tony@fctv.org- 508-457-0800
For Immediate Release: 12/5/2023

FOR IMMEDIATE RELEASE

Falmouth Community Television (FCTV) Announces Channel Number Changes

Falmouth, MA - Effective **December 5, 2023**, due to the Comcast (Xfinity) channel lineup changes, Falmouth's local public, education, and government channels have been moved from their legacy channel numbers of **13, 14, & 15** to channels **6, 8, & 9**, respectively. Falmouth Community Television (FCTV) will continue its stewardship of these channels as they have since 1993.

The changes to the Xfinity cable channel listings will include the following:

The Public Channel, featuring programming powered by community, reflecting the interests and activities of the Falmouth community, will no longer be found on Channel 13; effective immediately, viewers should tune in to **Channel 6**.

The Education Channel, a resource for students, parents, and educators, offering daily live morning announcements on school days, school board meetings, events, and alerts from our local schools, will no longer be found on Channel 14; viewers should tune in to **Channel 8**.

The Government Channel, providing live coverage of municipal meetings, programs that highlight our government at work, and the latest important updates from Town Hall, will no longer be found on Channel 15; viewers should tune in to **Channel 9**.

This channel reconfiguration on Xfinity in Falmouth does not affect the many other options for viewing FCTV programming, including the Falmouth Community Television channels on Roku and Apple TV, the live-streamed channels on the FCTV website at fctv.org, or on the Cablecast Screenweave smartphone app available for Android and iOS. These additional options are available worldwide and in high definition. For more information on how to access these viewing options, please visit the FCTV website at fctv.org.

FCTV encourages residents to share this news with friends and neighbors to ensure a smooth transition within the community.

Falmouth Community Television (FCTV) is a nonprofit community media center that fosters the production and distribution of local information. FCTV provides access to training, technology, and content to encourage community dialogue, awareness, and expression. For more information about FCTV's services, classes, programming, and events, visit www.fctv.org. Please follow us on Twitter and Instagram - @FCTVMedia or our Facebook page at <https://www.facebook.com/FalmouthCommunityTelevision/>

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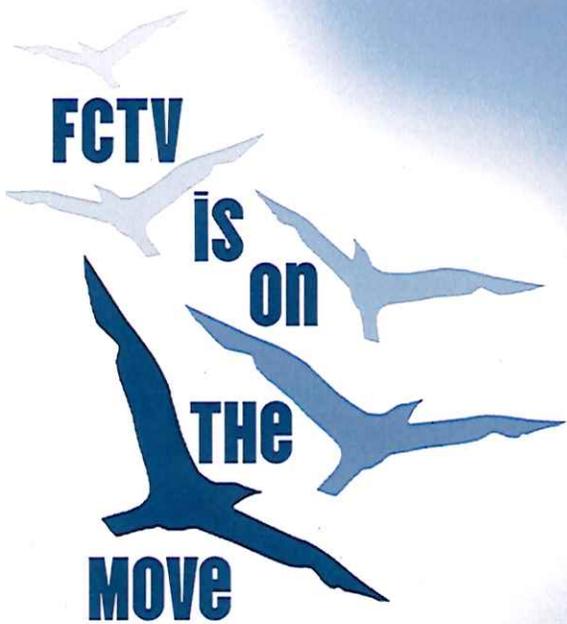
TOWN OF FALMOUTH BOARD AND COMMITTEE CHAIRS

Kindly read the following on-air

*"Due to Comcast channel line-up changes,
EFFECTIVE IMMEDIATELY,
FCTV-Government Channel 15 has moved
to channel 9.*

*Additionally, FCTV – Public Channel 13 has moved to
channel 6 and FCTV – Education Channel has moved to channel 8.*

*For additional viewing options please go to
www.fctv.org."*



We've Moved!

Effective December 5, 2023,
FCTV Channels **13, 14, & 15**
on Comcast (Xfinity) in Falmouth
are now **6, 8, & 9!**

- 13 → 6** **Public Channel**
Programming Powered by Community
- 14 → 8** **Education Channel**
Highlighting Our Students & Educators
- 15 → 9** **Government Channel**
Fostering Transparency in Government

For more info, visit fctv.org/move



OPEN SESSION

PUBLIC HEARINGS

1. Tax Classification Hearing **(15 minutes)**

**Fiscal Year 2024
Tax Classification Hearing Notice**

The Falmouth Select Board will hold a public hearing on Monday, December 18, 2023 at 6:45 p.m. in the Select Board meeting room, Town Hall, 59 Town Hall Square, Falmouth, MA.

Under Chapter 40, section 56 as amended by Chapter 369 of the Acts of 1982 and Chapter 79 of the acts of 1983, the Falmouth Select Board will conduct a public hearing on whether the Town of Falmouth should implement the Classification Act. At said hearing, the Select Board will hear a presentation regarding the allocation of the Fiscal 2024 tax levy which will determine the share of taxes which each property classification shall pay. The Board of Assessors shall provide all information and data relevant to making a decision of allocating the tax burden, including the fiscal effects of the available options.

Per order of the Select Board

Publication date: Tuesday, December 5, 2023; Town website.



ITEM NUMBER: Public Hearing 1.

ITEM TITLE: Tax Classification Hearing

MEETING DATE: 12/18/2024

WORK SESSION **REGULAR MEETING** **PUBLIC HEARING**

SUBMITTED BY: Board of Assessors

ATTACHMENTS: None

PURPOSE:

The purpose of this hearing is to set the Fiscal 2024 tax rate.

BACKGROUND/SUMMARY:

- Under Chapter 40, section 56 as amended by Chapter 369 of the Acts of 1982 and Chapter 79 of the acts of 1983, the Falmouth Select Board will conduct a public hearing on whether the Town of Falmouth should implement the Classification Act.
- At said hearing, the Select Board will hear a presentation regarding the allocation of the Fiscal 2024 tax levy which will determine the share of taxes which each property classification shall pay. The Board of Assessors shall provide all information and data relevant to making a decision of allocating the tax burden, including the fiscal effects of the available options.
- Cities and Towns that are certified by the Commissioner as assessing Property at full and fair cash value may elect to shift the tax burden among the major property classes within certain limits established by MGL Chapter 40, Section 56.

- The Board of Selectmen must vote whether to establish different rates among classes of property or to continue to tax all classes at the same rate by adopting a factor of "1".
- The adoption of different rates does not change the total property tax levy; rather it determines the share of the total levy to be carried by each class.

BOARD OF ASSESSORS RECOMMENDATION:

Considering the analysis and fiscal impact, the Board of Assessors recommends to the Board of Selectmen a "Factor of 1" and reject the residential, open space and small business exemption.

The Select Board will vote the following motion if they decide to support the Board of Assessor's recommendation of a Factor of 1:

Recommended Motion:

"Move that the Town of Falmouth continues to tax all classes at the same rate by adopting a factor of "1" and to reject the residential, commercial, and open space exemption."

OPTIONS:

1. Split Tax Rate. This will allow the town to tax a single tax rate vs a split rate. The split rate would tax Commercial, Industrial and Personal Property at a higher rate. Shifting the rate would put an undue burden on the CIP.
2. Residential exemption (MGL 59:5C) adopting a Residential Exemption shifts the residential discount to a higher tax rate. These effects many homeowners in homes valued at a higher assessed value.
3. Small Business Exemption (MGL 59:51) Small Business exemption is granted to businesses with fewer than 10 employees. Many small businesses are not property owners, this shifts the higher tax to the commercial and Industrial properties. Many of the small business rent from the Commercial Industrial, accepting this will pass the higher rate to the tenants through their leases.

4. Open Space Exemption (MGL 59:2A). Falmouth currently discounts open space at the rate of an unbuildable parcel. We have 304 parcels of open space. Open space is typically part of a subdivision layout with use limited to the association members. It is kept in an undeveloped state.

BUDGET INFORMATION: Applicable: Not Applicable: Budgeted: Yes No

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

NOTE: If there is an adoption of the Residential Exemption, the Assessor’s office would see an increase of up to 10,000 applications for this exemption. The budget will have to be increased to hire additional staff and purchase additional software. We would need to hire a consultant to work with staff to implement the program, we would need a timeline of up to 18 months.

FINANCE DIRECTOR COMMENTS (IF APPLICABLE):

N/A

TOWN MANAGER COMMENTS:

The Town Manager recommends that the Select Board approve continuing to tax all classes at the same rate by adopting a factor of “1” and to reject the residential, commercial, and open space exemption.

Michael Renshaw

Town Manager

12/14/2023
Date



TOWN OF FALMOUTH ASSESSING DEPARTMENT

59 Town Hall Square, Falmouth MA 02540
Telephone: 508-495-7377
Fax: 508-495-7384

December 18, 2023

Board of Selectmen
Fiscal Year 2024 Classification Hearing

Dear Board,

Please find attached recommendations and explanations from the Board of Assessors for the Classification Hearing.

The Department of Revenue has certified the FY24 values. Included in your packet is State form LA-4 which indicates the total value by class of all parcels in Falmouth. Tax rate options and Historical values.

I am always available for any questions you may have.

Thank you.

Trisha Favulli
Director of Assessing



TOWN OF FALMOUTH ASSESSING DEPARTMENT

59 Town Hall Square, Falmouth MA 02540
Telephone: 508-495-7377
Fax: 508-495-7384

OVERVIEW During Tax Rate Classification Hearings, the Select Board is asked to consider several statutory exemptions. Each exemption reallocates the tax burden among and within the major classes of property. Chapter 59, § 2A(b), of the General Laws establishes four classes of real property: residential, open space, commercial, and industrial. To these is added the personal property class under Chapter 59, §18. When setting a tax rate there are five options to be considered:

- (A) Residential Factor of 1 where all classes of property are taxed at the same rate. Adopting a Residential Factor of 1 - (A) With this option, all properties would be taxed at one rate. If the Town wishes to maintain a single tax rate for all classes – and thereby keep each class at 100% of its full value tax share – the vote should be to adopt a Residential Factor of 1. **A SINGLE TAX RATE WOULD BE VOTED AT \$6.28 THE BOARD OF ASSESSORS RECOMMENDS A RESIDENTIAL FACTOR OF 1,**
- (B) Adoption of a Small-Commercial Exemption, which would grant a tax reduction of up to 10% to commercial properties assessed at less than \$1 million and fewer than 10 employees. Many of our small commercial businesses are not property owners. This would shift the higher tax to the Commercial and Industrial properties. **THE BOARD OF ASSESSORS RECOMMENDS NOT ADOPTING A SMALL COMMERCIAL EXEMPTION**
- (C) Adoption of an Open Space Exemption, which involves Open Space properties. We currently discount open space as unbuildable. **THE BOARD OF ASSESSORS RECOMMENDS NOT ADOPTING A OPEN SPACE EXEMPTION**
- (D) Adoption of a Residential Exemption, which can shift up to but not more than 35% of the resident/domiciled properties. **Must be the principal residence on January 1, taxpayer is the owner, must be reported as their primary on Massachusetts state income tax. Adoption of a residential exemption, which would redistribute up to 35% of the average assessed residential value from domiciled properties to non-domiciled properties. THE BOARD OF ASSESSORS RECOMMENDS NOT ADOPTING A RESIDENTIAL EXEMPTI**

(E) Adoption of a Split Tax Rate using a residential factor of less than 1, the effect of which would be to tax commercial property at a higher rate than that for residential property. All business property and personal property would carry the burden of the higher tax rate. DOR recommends that the percentage of CIP should be above 25%, we are at 7.7.178%. THE BOARD OF ASSESSORS RECOMMENDS A RESIDENTIAL FACTOR OF 1, NO SPLIT TAX RATE

EFFECT OF THE SHIFT

Class	% of Total	Value	Factor of 1		Shift	Tax Rate	
Commercial	4.5622	908,755,561	6.28	X	150%	9.42	
Industrial	6.27%	124,811,100	6.28	X	150%	9.42	
Personal F	1.99%	396,309,960	6.28	X	150%	9.42	
Residential	92.80%	18,484,959,737	6.28	X	96%	6.03	
TOTAL	100.00%	19,914,836,358					
Total at factor of 1			6.28				
EFFECT OF SHIFT AT 150% ON TAXPAYER WITH \$781,500 PROPERTY VALUE							
CIP Classes			Tax at Single Rate		Rate	Classified	Change
879,680		6.28	5,524		9.42	8,286	\$2,762
Residential			Tax at Single Rate		Rate	Classified	Change
879,680		6.28	5,524		6.03	5,304	(\$220)

Board of Assessors Action

Considering the analysis and fiscal impact, the Board of Assessors recommends to the Select Board a "Factor of 1" and reject the residential, open space and small business exemption.

The Board of Selectmen would vote the following motion if they decide to support the Board of Assessor's recommendation of a Factor of 1:

PROPOSED MOTION FOR SELECT BOARD

“Move that the Town of Falmouth continues to tax all classes at the same rate by adopting a factor of “1” and to reject the residential, commercial, and open space exemption”.



FALMOUTH
BOARD OF ASSESSORS
 59 Town Hall Square, Falmouth MA 02540
 Telephone: 508-495-7377
 Fax: 508-495-7384

FALMOUTH VALUE INCREASE

VALUES	2024	2023	2022	2021
TAX RATE		6.92	8.05	8.50
RESIDENTIAL	18,484,959,737	15,985,752,782	13,270,394,683.00	12,101,498,842
OPEN SPACE	4,402,900	4,047,900	4,082,700.00	3,896,100.00
COMMERCIAL	908,755,561	787,964,126	702,975,407.00	666,341,556.00
INDUSTRIAL	124,811,100	107,516,400	99,710,000.00	96,533,500.00
PERSONAL	396,309,960	338,255,500	296,782,030.00	242,757,370.00
TOTAL	19,919,239,258	17,223,536,708	14,373,944,820.00	13,111,027,368.00
GROWTH	2,508,043	1,446,549	1,664,391.00	993,940.00

ASSESSMENT/CLASSIFICATION REPORT as of January 1, 2023

Fiscal Year 2024

Property Type	Parcel Count	Class1 Residential	Class2 Open Space	Class3 Commercial	Class4 Industrial	Class5 Pers Prop
101	18,634	16,391,967,500				
102	1,480	742,297,500				
MISC 103,109	271	494,891,600				
104	306	259,037,400				
105	42	29,798,300				
111-125	67	133,638,900				
130-32,106	1,631	346,080,700				
200-231	304		4,402,900			
300-393	648			769,131,300		
400-442	137				109,744,900	
450-452	2				14,549,200	
CH 61 LAND	0	2	0	5,245		
CH 61A LAND	19	15	0	396,683		
CH 61B LAND	11	6	0	10,351,430		
012-043	150	87,247,837	0	128,870,903	517,000	
501	8,545					94,847,910
502	360					22,758,540
503	0					0
504	2					253,888,230
505	5					10,175,300
506	0					0
508	3					3,947,980
550-552	1					10,692,000
TOTALS	32,641	18,484,959,737	4,402,900	908,755,561	124,811,100	396,309,960
Real and Personal Property Total Value						19,919,239,258
Exempt Parcel Count & Value					1,188	1,854,101,922

For CH 61, 61A and 61B Land: enter the mixed use parcel count in the left-hand box, and enter the 100% Chapter land parcel count in the right-hand box.

Signatures

Board of Assessors

TIMOTHY D SKELLY, Assessor , Falmouth , trisha.favulli@falmouthma.gov 508-495-7380 | 12/5/2023 10:46 AM
 Brian Ridgeway, Assessor , Falmouth 508-495-7380 | 12/5/2023 10:50 AM

ASSESSMENT/CLASSIFICATION REPORT as of January 1, 2023

Fiscal Year 2024

Comments

No comments to display.

Documents

Documents have been uploaded.

OPEN SESSION

BUSINESS

1. Discuss and vote to approve funding for 5 Esker Place **(5 minutes)**



ITEM NUMBER: Business 1.

ITEM TITLE: Falmouth Housing Trust – 5 Esker Road Application to Falmouth Affordable Housing Fund (FAHF)

MEETING DATE: 12/18/2023

WORK SESSION **REGULAR MEETING** **PUBLIC HEARING**

SUBMITTED BY: Kim Fish, Housing Coordinator

ATTACHMENTS: Application, Recommendation Memo from CPC

PURPOSE:

A brief presentation will be given by Karen Bissonnette, President of Falmouth Housing Trust requesting Select Board's approval of their application to the Falmouth Affordable Housing Fund for \$73,859.

BACKGROUND/SUMMARY:

- The FAHF received an application from Falmouth Housing Trust (FHT) requesting \$73,859. The property at 5 Esker Place was entering foreclosure. The homeowner passed away intestate.
- FHT worked with her children to go through probate, to give them the authority to sell the property to FHT, saving it from foreclosure.
- FHT rehabbed the home and secured a new deed restriction in perpetuity. The restriction that was on the property was due to expire in 2029.

- At its meeting on November 22, 2023, the FAHF Working Group gave a favorable recommendation.
- At its meeting on December 7, 2023, the Community Preservation Committee gave a favorable recommendation.

DEPARTMENT RECOMMENDATION:

The Housing Coordinator recommends that the Select Board support and approve this application.

Recommended Motion:

“I move that the Board, acting as Trustees of the Falmouth Affordable Housing Fund, grant \$73,859 to Falmouth Housing Trust (FHT) to reimburse them a portion of the cost to rehabilitate the property at 5 Esker Place and put an affordable deed restriction in perpetuity on the property and to authorize the Town Manager to execute a commitment letter and grant agreement setting forth the terms of the financial award to Falmouth Housing Trust.”

OPTIONS:

- Move the recommended motion as presented.
- Motion to deny the grant request of \$73,859 to the Falmouth Housing Trust as presented.
- Some other Board defined alternative.

BUDGET INFORMATION: Applicable: Not Applicable: Budgeted: Yes No

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

FINANCE DIRECTOR COMMENTS (IF APPLICABLE):

N/A

TOWN MANAGER COMMENTS:

The Town Manager recommends that the Select Board approve the grant of \$73,859 to Falmouth Housing Trust (FHT) to reimburse them a portion of the cost to rehabilitate the property at 5 Esker Place and put an affordable deed restriction in perpetuity on the property, and to authorize the Town Manager to execute a commitment letter and grant agreement setting forth the terms of the financial award to Falmouth Housing Trust

Michael Renshaw

12/14/2023

Town Manager

Date



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

MEMO

To: Michael Renshaw, Town Manager
Kimberly Fish, Housing Coordinator

From: Maureen Thomas, Community Preservation Coordinator

M Thomas

Cc: Russell Robbins, CPC Chair

Re: **CPC Recommendation – FAHF FHT Application – 5 Esker Place**

Date: December 11, 2023

On Thursday, December 7, 2023, the Community Preservation Committee (CPC) voted unanimously to make a recommendation to the FAHF Trustees in support of the Falmouth Housing Trust (FHT) 5 Esker Place affordable housing project request in the amount of \$73,859.

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

FALMOUTH AFFORDABLE HOUSING FUND

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

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

AFFORDABLE HOUSING FUND APPLICATION Calendar Year 2023

General Information

Project Name: Sam Turner Road

Project Location and Parcel ID#: 306, 308, 310, 312 Sam Turner Road 1101016000A

Type of Project: 4 Single Family Homes

Applicant(s) name/ Organization: Falmouth Housing Trust

Contact Person: Karen Bissonnette, Executive Director

Mailing Address: P. O. Box 465, Falmouth, MA 02541

Telephone Number: 508 274-1651

Email Address: kb@falmouthhousingtrust.org

Property Ownership

Legal Property Owner of Record: Falmouth Housing Trust

Is the owner the applicant? yes

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

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

Development Team

Please submit as attachments the resumes of the development team and a list and description of affordable housing projects completed by the applicant as well as the most recent monitoring agent annual report for each project.

Karen Bissonnette
Addie Drolette

Project Information

Describe the proposed project: Renovation of single family deed restricted home going into foreclosure

Project Style: Single family home

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

_____ homeownership _____

Total Number of Units: _____ 1 _____

Number of Market Units: _____ Number of BRs: _____

Number of Affordable Units: 1 Number of BRs: 3

Proposed Sale Prices/Rents: _____ Market: _____ Affordable: \$235,000

Proposed HOA Fees: _____ Market: _____ Affordable: \$50 annually

Proposed % of AMI target beneficiaries: _____ 80 _____

Describe how this project addresses the unmet affordable housing needs of the community as identified in the Town of Falmouth *Housing Demand Study & Needs Analysis (2014)* and the Town of Falmouth Housing Production Plan (2018).

The original owner, Lori Lee Nelson, purchased the home in 1999. This house had an old deed rider which did not survive foreclosure and became a market rate home after 30 years, so in 2029. It was FHT objective to save this house from foreclosure and save the affordability of this home. FHT was also able to put a permanent deed restriction on the home.

Lori passed away in April 2019 without a will. Soon after her daughter moved into the house with her two minor children and others. The daughter, Michelle Butler, never paid the mortgage on the home and in May of 2022 a representative from Cape Cod Five approached me because they said they did not want to foreclose on an affordable home.

At this point in time, Board President Addie Drolette and I went to the home and to try to talk with the daughter, Michelle Butler. She did answer the door and we introduced ourselves and told her we would like to help her figure out the situation. Addie and I agreed that she appeared to be under the influence of something. We told her that we could help her probate the estate and that FHT could purchase the house from the estate. She was not eligible to purchase the home because she would not have qualified for a mortgage because she did not work.

She also had two gentlemen living in the house with her and according to the neighbors, one of whom is Trisha Herlihy who works for Falmouth Housing Authority, one of the occupants dealt drugs from the house.

Michelle did text me a few times after the first meeting but then stopped. In March 2023, the CC5 attorney sent me the foreclosure notice and auction notice for the property. The auction was to happen on May 4. I then contacted Michelle again and the attorney had given me the name and phone number of Michelle's brother, Craig Butler, who lived in New Bedford.

Michelle did not respond to my calls and texted, so Addie and I went to the house again to explain the gravity of the situation. I told her that she had two options, she could wait until May 4th and a Sheriff would come and put a lock on her door and she would not be allowed back in, or she could sell FHT the house and she and her brother would at least get something for the house. If she agreed to this then the bank would stop the foreclosure. I had spoken to Craig and explained the situation to him, and he told me that his sister had told him that the mother had left the house to her. Clearly this was not true because there was no will.

I was able to get them both to my office the next week to meet with Addie and me. We told them that we could help with the probate of the estate and then they would be able to sell the house. Once they agreed, FHT worked with CC5 to stop the foreclosure by paying them almost \$30,000 to stop the process. This was a risk because if the probate did not happen and we could not get them to sign a Purchase and Sale Agreement then we would lose the money. I also worked with Barnstable County to have the second mortgage of approximately \$8,000 discharged.

Michelle allowed us into the house, and we brought along our Engineer, David Martin and Contractor, Bill Jurczyk as well as Cape Cod Septic to ascertain the condition of the septic system. The septic failed and water was leaking into the basement into big plastic bins. One of the gentlemen was living in the basement with a tarp designating his living space. The living conditions in the entire house were disgusting.

After many visits and late-night phone calls, we did get the probate done and got them to both sign the P&S in April, giving Michelle until the end of July to close on the house and find somewhere else to live. I kept in touch with them but 10 days before the closing she still had done nothing about moving out. She had no money for dumpsters, and I agreed to pay for them with the understanding that this would be coming off the proceeds of the house. She and her children and the two gentlemen did vacate the home the day of closing, but the house was still full of their belongings. I had withheld \$5,000 for removal of the contents because I anticipated that this would be an issue. It was actually about \$6,500 to have every removed which included many big heavy items from the yard and the basement.

Although, FHT purchased the house from them for \$162,000, after bank payoffs and other expenses, Michelle and Craig split approximately \$81,000 minus the holdback for disposal. I have included the closing documents for you to look at.

I have also included all of the receipts for the project. The house is now beautiful, and the affordability of the home was saved with a new deed restriction that will survive foreclosure in perpetuity.

This project was a very emotional and gut-wrenching ordeal for all involved. It was a horrible thing to have Michelle and her children displaced but they would not have been able to live in the house much longer because of its horrible condition. Additionally, the mortgage had not been paid since 2019 and Town water was scheduled to be shut off the week after we closed on the house. Their gas and electric bills also had not been paid. The only good aspect of all of this is that FHT was able to keep the affordability of this home by renovating it and reselling it to a qualified family which aligns with our mission and the Town's housing needs.

FHT has been working with DHCD to resell this home and we will become the Monitoring Agent. Falmouth Housing Authority was the Monitoring Agent for the entire project built in the 1990s, however, the current Director has refused to act as such. Consequently, none of the properties in the development are monitored except 2 Esker Place that FHT renovated and resold in 2021. FHT became the monitoring agent for this property and 19 Esker Place which the Town helped resell and FHT was asked to take on the monitoring responsibilities.

In addition to building new homes FHT will continue to look for opportunities to save affordable homes and keep properties on the SHI or to convert market rate homes into affordable homes as we did with 156 Club Valley Drive.

Site Information

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

5 Esker Place is part of the affordable housing neighborhood of 18 homes built by FHT in the 1990s so, is under a special permit.

Building:

Zoning: Special permit issued in 1994

Health: A new Title V system was put in.

Conservation:

N/A

Infrastructure: Existing Town infrastructure exists.

Total Project Cost: \$308,859

Amount of FAHF Request: 73,859

Please list all public funding sources and indicate funding application dates: none

Project Feasibility

Attach project budget information on the included Attachment A –OneStop 2000 Affordable Housing Finance Application Sections 3: Sources and Uses and Section 4: Budget Pro Forma together with at least one bank letter of reference. No loan was used for this project.

Community Outreach

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

I spoke with neighbors before we started the renovations to let them know there would be construction vehicles at the house. We also reached out to the Treasurer of the HOA to see what back fees were owed. \$1650 was paid to the HOA at closing for back fees owed. The HOA fees had never been paid at \$50 annually.

Development Schedule

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

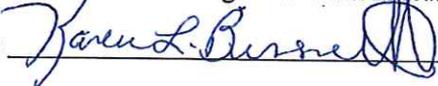
Project began in August 2023
Renovations were completed November 2023
Lottery was held 11/8/23
Sale of home by 12/31/23

List of Attachments

Monitoring Letter
Past FHT Projects
Appraisal done for CC5
Map
Invoices
HUD Settlement Statement for the Purchase
One Stop Financials
Pictures of before and after

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

Project Applicant Name: Falmouth Housing Trust Title: Executive Director

Applicant Signature:  Date: 11/14/23

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



March 22, 2023

Board of Directors

Addie Drolette
President

Kevin McCarthy
Vice President

Savannah Fabbio
Treasurer

Susan Roman
Asst. Treasurer

Joan Bates
Secretary/Clerk

Joanne O'Sullivan
Immediate Past President

Troy B. G. Clarkson

David Garrison

Sudie Gifford

Tom Manchester

Edwin Monteiro

Tammy Rausch

David Sutkowy

Executive Director
Karen L. Bissonnette, CFRE

Program Coordinator
Brad Chesley

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

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

RE: Annual Monitoring Report

Dear Peter,

Falmouth Housing Trust, Inc. has concluded its annual monitoring report for the nineteen (19) deed-restricted affordable homes for which it is the Monitoring Agent.

Falmouth Housing Trust is the dedicated Monitoring Agent for the following properties:

- Four affordable units located at 18, 27, 42, and 46 Mill Farm Way
 - 42 Mill Farm Way, continues to be in foreclosure. FHT is currently waiting for further correspondence from the lending bank to the Town and FHT.
- Six affordable homes located at 11, 15, 16, 19, 20 and 21 East Ridge Road
- Three affordable homes located at 3, 11, and 17 St. Marks Road
- Two affordable homes located at 2 and 19 Esker Place
- One affordable home located at 72 Deer Pond Road
- Three affordable homes located at 6, 9, and 14 Beach Plum Path

As part of the monitoring analysis, Falmouth Housing Trust contacts the homeowners to confirm each owner is compliant with their recorded Deed Rider. Accordingly, eighteen of the nineteen homeowners have signed statements verifying the following to be true:

- Units are restricted to owner occupancy and used as the homeowner's primary residence 12 months out of the year.
- Owners do not profit, in any form, from the ownership of their units, including renting, sub-letting, etc.
- No unauthorized mortgages or liens have been recorded against the property. Herein, potentially jeopardizing the affordability restriction.
- Refinancing must be approved by the Monitoring Agent prior to closing,
- Owners understand that for any capital improvements to be factored into the maximum resale price upon sale of the property, written approval must be received from the Monitoring Agent prior to conducting the specified work.

In addition, these homeowners provided copies of two of the following required documents: 1) driver's license, passport, or other state-issued photo identification; 2) current automobile registration; 3) voter's registration; 4) recent pay stub; or 5) utility bill showing the property address as the residence.

On January 18, 2023, Falmouth Housing Trust, as the Monitoring Agent, researched the public records of each property through the Barnstable County Registry of Deeds to ascertain whether there had been changes to the mortgage status or any liens had been attached to the properties.

Included in our duties as the Monitoring Agent, Falmouth Housing Trust, also works with homeowners seeking to sell, re-finance and approve capital improvement projects.

Continuing Violation – In Foreclosure

42 Mill Farm Way has been in some state of foreclosure for several years. The foreclosure was put on hold during the pandemic moratorium; however, action started again in 2021. FHT repeatedly tried to work with the homeowner in the past. Unfortunately, in addition to financial difficulties the homeowner struggles with mental health issues which prevented her from rationally working through the situation. The deed restriction on the property will survive foreclosure. Falmouth Housing Trust would like to purchase the property back from the bank. Prior to the pandemic, the Town of Falmouth had made FHT its agent for First Rights of Refusal to purchase the property. We still hope to purchase the property to ensure another family would have the opportunity to buy it as an affordable home.

Fortunately, the owner has gotten much better and has a job and is working with Housing Assistance Corporation (HAC) to try to save her home. Just today I spoke with Shannon Pine at HAC. She is working with the owner and trying to acquire information from Santander Bank about a payoff amount that HAC could help with through State and Federal programs in place to help keep people in their homes. I will stay in contact with her. I have told her that FHT is interested in purchasing the home if indeed the bank moves forward on a foreclosure.

Please contact me if you have any questions or concerns regarding the 2023 Annual Monitoring Report. Falmouth Housing Trust retains copies of all monitoring documentation and will provide copies upon request. FHT will continue to update the Town of Falmouth as new information becomes available.

Thank you for your efforts and partnership as we all work towards creating homes people can afford.

Sincerely,



Katen L. Bissonnette,
Executive Director

ATTACHED: Annual Monitoring Report.

COPY: Peter Johnson-Staub, Kim Fish, Noreen Stockwell, Town of Falmouth;
Rieko Hayashi, DHCD; Jessica Malcolm, MassHousing;
Renie Hamman, Barnstable County Human Services
(copied via e-mail)

Falmouth Housing Trust
Annual Monitoring Report

(18 of 19 complete)

January 18, 2023

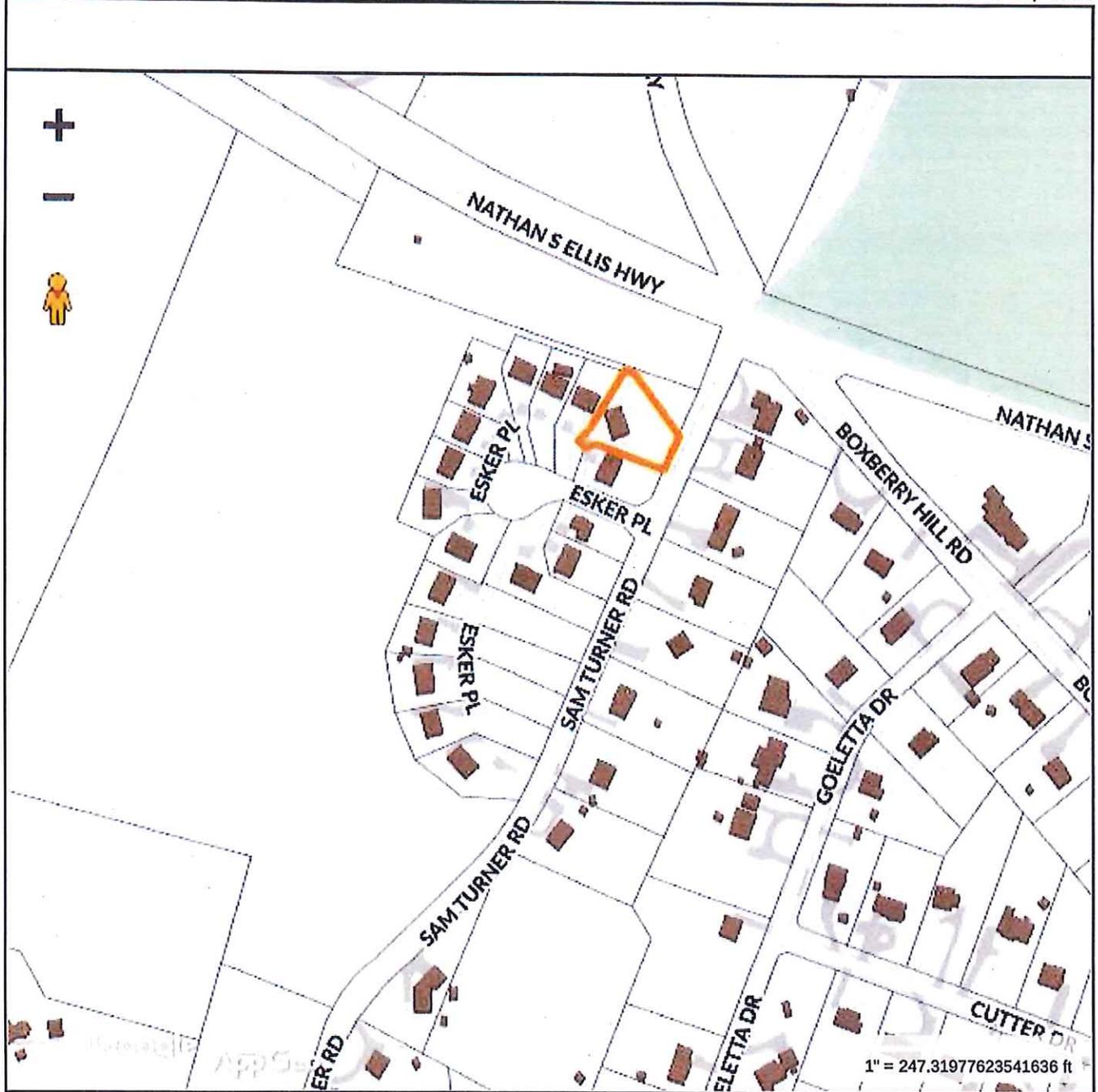
#	First Name(s)	Last Name(s)	Property Address	Town	State	Zip	Town Assessor's ID	Compliance Notes	Home-Owner's Self-Certified Statement	Copies of (2) Required Documents	Phone	Email
1	Ms. Colleen	Dahn	18 Mill Farm Way	East Falmouth	MA	02536	28 07 003A 001U	Title compliance confirmed (1/18/23).	YES	YES	508-221-6741	cmdahn@comcast.net
2	Mr. and Mrs. Michael and Carmela	Mayeski	27 Mill Farm Way	East Falmouth	MA	02536	28 07 003A 016U	1.) Worked with FHT to refinance for \$190k on 9/30/22. 2.) Title compliance confirmed (1/18/23).	YES	YES	508-299-7430	Michael.mayeski@comcast.net; camibbu@comcast.net
3	Ms. Stephanie	Murray	42 Mill Farm Way	East Falmouth	MA	02536	28 07 003A 007U	1.) \$2,439 condominium association lien for past due condos fees (filed on 7/21/22). 2.) Order of Notice on 2nd mortgage in the amount \$30.4k from Santander Bank (recorded 4/13/22). 3.) In Foreclosure, Order of Notice (recorded 12/3/21).			774-392-5760	
4	Mr. and Mrs. Christopher and Jennifer	Orne	46 Mill Farm Way	East Falmouth	MA	02536	28 07 003A 008U	Title compliance confirmed (1/18/23).	YES	YES	508-495-2919	Unicron1971@gmail.com; JennyPennv1673@aol.com
5	Mr. Dean	Clarke	11 East Ridge Road	East Falmouth	MA	02536	11 01 023A 001	Title compliance confirmed (1/18/23).	Yes	Yes	508-292-3337	
6	Mrs. Bonnie	Springer	15 East Ridge Road	East Falmouth	MA	02536	11 01 023A 002	Title compliance confirmed (1/18/23).	YES	YES	Not provided	Not provided
7	Mr. and Mrs. Hector and Lori-Ann	Diaz	16 East Ridge Road	East Falmouth	MA	02536	11 01 023A 006	Title compliance confirmed (1/18/23).	YES	YES	508-648-0469	lorianddiaz@comcast.net
8	Mr. and Mrs. Thomas and Julie	McLaren	19 East Ridge Road	East Falmouth	MA	02536	11 01 023A 003	Title compliance confirmed (1/18/23).	YES	YES	508-737-6643	julietom19@verizon.net
9	Mr. and Mrs. Courtney and Amanda	Peterkin	20 East Ridge Road	East Falmouth	MA	02536	11 01 023A 005	Title compliance confirmed (1/18/23).	Yes	Yes	Amada 508 237-4967 Courtney 508 274-8756	amandapeterkin@hotmail.com courtnevpeterkin@gmail.com
10	Ms. Louisa	Mellor	21 East Ridge Road	East Falmouth	MA	02536	11 01 023A 004	Title compliance confirmed (1/18/23).	YES	YES	774-313-0067	Louisamellor03free@yahoo.com
11	Mr. and Mrs. Renato	Melo	3 Saint Marks Road	East Falmouth	MA	02536	34 06 015 001	Title compliance confirmed (1/18/23).	YES	YES	774-836-2651	rmelorenato@yahoo.com
12	Ms. Eugeny	Smith Jones	11 Saint Marks Road	East Falmouth	MA	02536	34 06 015 002	Title compliance confirmed (1/18/23).	YES	YES	508-648-0026	smitheugeny@yahoo.com
13	Ms. Cassandra	Romiza	17 Saint Marks Road	East Falmouth	MA	02536	34 06 015 003	Title compliance confirmed (1/18/23).	yes	yes	508-517-0635	Phish2182@gmail.com

#	First Name(s)	Last Name(s)	Property Address	Town	State	Zip	Town Assessor's ID	Compliance Notes	Home-Owner's Self-Certified Statement	Copies of (2) Required Documents	Phone	Email
14	Ms. Krystal	Lynds	2 Esker Place	East Falmouth	MA	02536	11 01 016 016	Title compliance confirmed (1/18/23).	Yes	Yes	774-327-0701	kdi37@comcast.net
15	Mr. and Ms. Benjamin K. and Molly A.	Ford & Pinho	19 Esker Place	East Falmouth	MA	02536	11 01 016 009	Title compliance confirmed (1/18/23).	YES	YES	617-774-7263	Benford_14@yahoo.com
16	Mr. Charro	Zuck	72 Deer Pond Road	East Falmouth	MA	02536	22 02 007 014A	Title compliance confirmed (1/18/23).	YES	YES	508-274-1492	mrchachie@gmail.com
17	Ms. Alycia	Mcintire	6 Beach Plum Path	East Falmouth	MA	02536	27 02 011A 002	Title compliance confirmed (1/18/23).	YES	YES		alycia.mcintire@gmail.com
18	Mr. and Mrs. John and Tiffany	Boncek	9 Beach Plum Path	East Falmouth	MA	02536	27 02 011A 010	Title compliance confirmed (1/18/23).	YES	YES	781-217-5000	johnboncek@yahoo.com
19	Ms. Valerie	Inniss	14 Beach Plum Path	East Falmouth	MA	02536	27 02 011A 005	Title compliance confirmed (1/18/23).	YES	YES	631-796-1447	msvalerie87@icloud.com



Falmouth Housing Trust, Inc.
List of Affordable Housing Projects

1995	Esker Place	18 houses
2000	East Ridge	6 houses
2015	St. Mark's	3 houses
2017	Odd Fellows Hall/ One Chancery Lane	4 apartments
2019	72 Deer Pond Road	1 house
2023	Lewis Neck Road	3 houses
2023	33 Pheasant Lane	1 house
2023	156 Club Valley Drive	1 house
2023	Sam Turner Road	4 houses



**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 10/10/2023
Data updated 10/10/2023

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

BILL OF SALE

(PERSONAL PROPERTY AT 5 ESKER PLACE)

We, **MICHELLE BUTLER**, Individually, and **CRAIG BUTLER**, Individually, as Sellers of real property at 5 Esker Place, East Falmouth, Massachusetts, to the **FALMOUTH HOUSING TRUST, INC.**, and **MICHELLE BUTLER**, as Personal Representative of the Estate of **Lori Lee Nelson**, Barnstable County Probate Court Docket No. BA23P0757EA, for all good and valuable consideration, and for consideration paid of less than \$100.00, which the sufficiency of all such consideration is hereby acknowledged, do hereby grant, sell, transfer and deliver unto said **FALMOUTH HOUSING TRUST, INC.**, all personal property located at 5 Esker Place, East Falmouth, Massachusetts, as of the date hereof, including but not limited to furniture and furnishings, to retain, sell or dispose of as determined by the **FALMOUTH HOUSING TRUST, INC.**, in its sole discretion as sole owner thereof, and we hereby covenant that we have the authority to transfer and/or sell the same as aforesaid; and that same are free from all encumbrances.

Executed under seal this 26 day of July, 2023

Michelle Butler

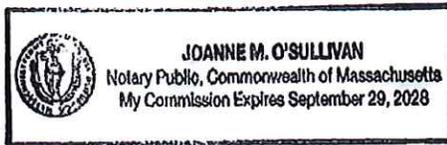
Michelle Butler, Individually and as Personal
Representative of the Estate of Lori Lee Nelson

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this 26 day of July, 2023, before me, the undersigned notary public, personally appeared, Michelle Butler, proved to me through satisfactory evidence of identification, which was DC, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

J. M. O'Sullivan
Notary Public:
My Commission Expires: 9-29-28



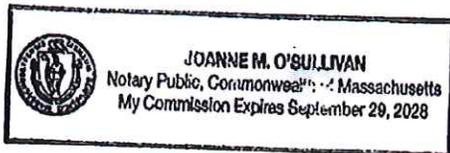
Craig Butler
Craig Butler, Individually

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this 24 day of July, 2023, before me, the undersigned notary public, personally appeared, Craig Butler, proved to me through satisfactory evidence of identification, which was DK, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Joanne M. O'Sullivan
Notary Public:
My Commission Expires: 9-29-28





Hon. Lisa F. Edmonds
First Justice

TRIAL COURT OF THE COMMONWEALTH

Edward B. Teague
Clerk Magistrate

District Court Department
Falmouth Division
161 Jones Road
Falmouth, MA 02540
(508) 495-1500

CERTIFICATE OF JUDGMENT
(EXECUTION ISSUED)

I, Edward B. Teague, Clerk Magistrate of the Falmouth Division, District Court Department, within the County of Barnstable, hereby certify that the Civil Action, Docket number 2089CV-0193,

Kia Financial Services

Plaintiff

vs

Lori L. Nelson

Defendant

brought by complaint and filed at the Falmouth Division, District Court Department on March 10, 2008. A Judgment was entered by the Court for the Plaintiff on May 22, 2008, totaling \$4,572.15,

\$ 4,173.02	Single damages
\$ 148.73	Prejudgment interest
\$ 250.40	Court costs

Execution issued on May 22, 2008.

Execution was returned to the Court endorsed as "Satisfied in full" on January 20, 2015.

In witness whereof, I have hereunto subscribed my name and affixed the seal of said Court of Falmouth on April 25, 2023.

Edward B. Teague, Clerk Magistrate

Address of Premises: 5 Esker Place E. Falmouth MA 02536
Re: Book 23320 Page 193

DISCHARGE OF MORTGAGE

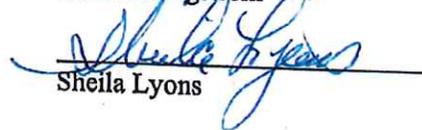
Barnstable County, the holder of a mortgage by Lori Lee Nelson, to Barnstable County, acting by and through the Cape Cod Commission, dated September 3, 1999, recorded with the Barnstable County Registry of Deeds in Book 12524, Page 26 acknowledges satisfaction of the same.

IN WITNESS WHEREOF, Barnstable County has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Mark Forest, Ronald Bergstrom, and Sheila Lyons, Barnstable County Commissioners hereto duly authorized by a vote of the Barnstable County Commissioners, this 12 day of APRIL, 2023.

The execution of these presents by two County Commissioners constitutes a quorum of the Barnstable County Commissioners.


Mark Forest


Ronald Bergstrom

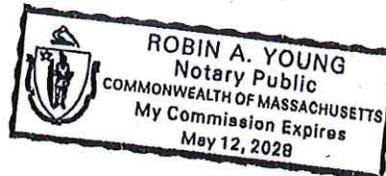

Sheila Lyons

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, ss. April 12, 2023

On this 12 day of April, 2023, before me, the undersigned notary public, personally appeared Mark Forest, Barnstable County Commissioner, proved to me through satisfactory evidence of identification, which is personal knowledge to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.


Notary Public
My Commission Expires:



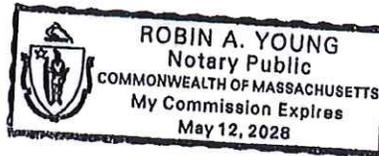
Address of Premises: 5 Esker Place, E. Falmouth MA 02536

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, ss. April 12, 2023

On this 12 day of April, 2023, before me, the undersigned notary public, personally appeared **Ronald Bergstrom**, Barnstable County Commissioner, proved to me through satisfactory evidence of identification, which is personal knowledge to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.


Notary Public
My Commission Expires:

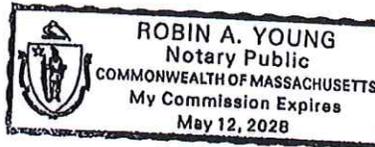


COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, ss. April 12, 2023

On this 12 day of April, 2023, before me, the undersigned notary public, personally appeared **Sheila Lyons**, Barnstable County Commissioners, proved to me through satisfactory evidence of identification, which is personal knowledge to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.


Notary Public
My Commission Expires:



COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

At a regular meeting of the Barnstable County Board of Regional Commissioners, on the twelfth day of April, A.D. 2023, held in the County Commissioners Meeting Room, motion by Commissioner Bergstrom to authorize the discharge of a mortgage by Lori Lee Nelson to Barnstable County, dated September 3, 1999, and recorded with the Barnstable County Registry of Deeds in Book 12524, Page 26, 2nd by Commissioner Lyons, was approved by a vote of 3-0-0.

Mark Forest, Chair: Y

Ronald Bergstrom, Vice-Chair: Y

Sheila Lyons, Commissioner: Y

A true copy attest, April 12, 2023


Robin A. Young, Regional Clerk

AFFIDAVIT
M.G.L. c. 65C, § 14(a)

RE: Lori Lee Nelson, also known as Lori Nelson
["Decedent"]

late of Falmouth, Massachusetts
[Municipality] [State]

Date of Death: April 26, 2019

I, MICHELLE BUTLER, after first being duly sworn, do depose and say that:

1. I am qualified as a person entitled to give this affidavit because I am the duly appointed Personal Representative of the Estate of Lori Lee Nelson, also known as Lori Nelson, Barnstable Probate Court Docket No. BA23P0757EA.
2. At the time of her death, the Decedent owned an interest in real estate situated at 5 Esker Place, East Falmouth, Barnstable County, Massachusetts, as more particularly described in a certain deed recorded in the Barnstable County Registry of Deeds in Book 12524 Page 1.
3. The gross estate of the Decedent does not necessitate a Massachusetts estate tax filing or a Federal estate tax filing.
4. This affidavit is given pursuant to and in accordance with the provisions of Massachusetts General Laws Chapter 65C, Section 14(a).

Executed under the pains and penalties of perjury this 26 day of July, 2023.

ESTATE OF LORI LEE NELSON,
ALSO KNOWN AS LORI NELSON

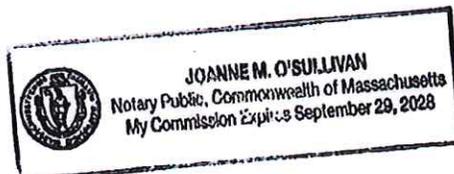
By: Michelle Butler
MICHELLE BUTLER,
Personal Representative

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this 26 day of July, 2023, before me, the undersigned notary public, personally appeared, MICHELLE BUTLER, as Personal Representative aforesaid, proved to me through satisfactory evidence of identification, which was D. LICENSE, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of her knowledge and belief and acknowledged the foregoing to be signed by her voluntarily for its stated purpose.

[Signature]
Notary Public
My commission expires: 9-29-28



Property Address: 5 Esker Place, East Falmouth, MA 02536

**DEED OF DISTRIBUTION
M.G.L. c190B, Section 3-907**

I, **MICHELLE BUTLER**, Personal Representative of the **Estate of LORI LEE NELSON**, also known as **LORI NELSON**, Barnstable Probate Court Docket No. BA23P0757EA, with a mailing address of 5 Esker Place, East Falmouth, Massachusetts,

for consideration of **LESS THAN ONE HUNDRED DOLLARS** paid,

distributes and grants to **MICHELLE BUTLER**, Individually, of 5 Esker Place, East Falmouth, MA 02536, and **CRAIG BUTLER**, Individually, of 148 Rockland Street, New Bedford, MA 02740, as Tenants in Common, being all the heirs of **LORI LEE NELSON**, also known as Lori Nelson, and distributees of the real property of said Lori Lee Nelson, described below,

with Fiduciary Covenants,

The land with the buildings thereon now known and numbered as 5 Esker Place, East Falmouth (Hatchville), Barnstable County, Massachusetts and which said premises are described as follows:

Being shown as Lot 14, containing 13,616 square feet, more or less, on a plan entitled "Plan of Land of Longshank Affordable Housing, Hatchville, Falmouth, Massachusetts prepared for Falmouth Housing Trust" Scale 1"=50' dated Oct. 27, 1998, BSS Design, Incorporated, recorded in Barnstable County Registry of Deeds in Plan Book 545 Page 32

Said Premises are conveyed subject to and together with the benefit of all rights, restrictions, reservations, easements, appurtenances and rights of way of record, insofar as the same are still in force and applicable.

Being the same premises described in a deed to Lori Lee Nelson recorded with Barnstable County Registry of Deeds in **Book 12524 Page 1**. See **Estate of Lori Lee Nelson**, also known as **Lori Nelson**, Barnstable Probate Court Docket No. BA23P0757EA.

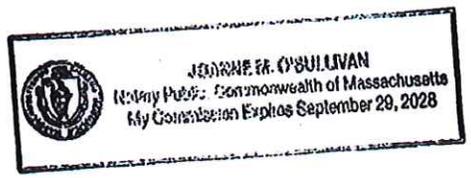
Executed as a sealed instrument this 26 day of July, 2023.

Michelle Butler PR
MICHELLE BUTLER,
Personal Representative of the Estate
Of Lori Lee Nelson, also known as Lori Nelson

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.
COUNTY

On this 26 day of July, 2023, before me, the undersigned notary public, personally appeared, MICHELLE BUTLER, as Personal Representative aforesaid, proved to me through satisfactory evidence of identification, which was my personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of her knowledge and belief and acknowledged the foregoing to be signed by her voluntarily for its stated purpose.



Joanne M. O'Sullivan
Notary Public: Joanne M. O'Sullivan*
My Commission Expires: 9-29-28
*a Massachusetts attorney

Section 3 SOURCES AND USES OF FUNDS

Sources of Funds							
Private Equity:				<i>Optional user calculations</i>			
81 . Developer's Cash Equity		\$0					
82 . Tax Credit Equity (net amount) <small>(See line 360, Section 5, page 18.)</small>		\$					
83 . Developer's Fe							
84 . Other Source:							
Public Equity:							
85 . HOME Funds, as Grant		\$					
86 . Grant:		\$73,859					
87 . Grant:		\$					
88 . Total Public Equity		\$73,859					
Subordinate Debt (see definition):							
	<i>Amount</i>	<i>Rate</i>	<i>Amortiz.</i>	<i>Term</i>			
89 . Home Funds-DHCD, as Subordinate Debt	\$0	%	yrs.	yrs.			
Source:							
90 . Home Funds-Local, as Subordinate Debt	\$0	%	yrs.	yrs.			
Source:							
91 . Subordinate Debt	\$0	%	yrs.	yrs.			
Source:							
92 . Subordinate Debt	\$0	%	yrs.	yrs.			
Source:							
93 . Subordinate Debt	\$0	%	yrs.	yrs.			
Source:							
94 . Total Subordinate Debt	\$0						
Permanent Debt (Senior):							
	<i>Amount</i>	<i>Rate</i>	<i>Override</i>	<i>Amortiz.</i>	<i>Term</i>	<i>MIP</i>	
95 . MHFA	\$	%	%	yrs.	yrs.	%	
MHFA Program 1							
96 . MHFA	\$	%	%	yrs.	yrs.	%	
MHFA Program 2							
97 . MHP Fund Permanent Loan	\$	%		yrs.	yrs.	%	
98 . Other Permanent Senior Mortgage	\$	%		yrs.	yrs.	%	
Source:							
99 . Other Permanent Senior Mortgage	\$	%		yrs.	yrs.	%	
Source:							
100 . Total Permanent Senior Debt	\$0						
101 . Total Permanent Sources	\$73,859						
Construction Period Financing:							
	<i>Amount</i>	<i>Rate</i>	<i>Term</i>				
102 . Construction Loan	\$0	%	mos.				
Source:							
Repaid at:		<i>(event)</i>					
103 . Other Interim Loan	\$0	%	mos.				
Source:							
Repaid at:		<i>(event)</i>					
104 . Syndication Bridge Loan	\$0	%	mos.				
Source:							
Repaid at:		<i>(event)</i>					

Uses of Funds

The Contractor certifies that, to the best of their knowledge, the construction estimates, and trade-item breakdown on this page are complete and accurate.

Direct Construction:

105 . Who prepared the estimates?

Name Signature

106 . Basis for estimates?

DV	Trade Item	Amount	Description
107 .	3	Concrete	
108 .	4	Masonry	
109 .	5	Metals	
110 .	6	Carpentry	\$18,067
111 .	6	Finish Carpentry	
112 .	7	Waterproofing	
113 .	7	Insulation	
114 .	7	Roofing	\$7,662
115 .	7	Sheet Metal and Flashing	
116 .	7	Exterior Everything and deck	\$18,976
117 .	8	Doors	\$3,217
118 .	8	Windows	\$1,553
119 .	8	Interior work	\$5,185
120 .	9	Lath & Plaster	
121 .	9	Drywall	
122 .	9	Tile Work	
123 .	9	Acoustical	
124 .	9	Wood Flooring and All	\$8,806
125 .	9	Counters-Kitchen and baths	\$2,183
126 .	9	Carpet	
127 .	9	Painting, pressure wash	\$13,562
128 .	10	Specialties	
129 .	11	Special Equipment	
130 .	11	Cabinets & vanities	\$6,318
131 .	11	Appliances	\$2,642
132 .	12	Blinds & Shades	
133 .	13	Modular/Manufactured	
134 .	13	Special Construction	
135 .	14	Elevators or Conveying Syst.	
136 .	15	Plumbing and fixtures	\$7,545
137 .	15	Heat & Ventilation	\$3,195
138 .	15	Air Conditioning	
139 .	15	Fire Protection	
140 .	16	Electrical	\$2,966
141 .		Electricity and Heat during projec	\$267
142 .		Other/misc	\$292
143 .		Subtotal Structural	
144 .	2	Earth Work	
145 .	2	Septic	\$8,996
146 .	2	Roads & Walks	
147 .	2	Site Improvement	
148 .	2	Lawns & Planting	\$4,000
149 .	2	Geotechnical Conditions	
150 .	2	Environmental Remediation	
151 .	2	Demolition and removal	\$8,242
152 .	2	Unusual Site Cond	Includes cleaning out house and construction disposal
153 .		Subtotal Site Work	
154 .		Total Improvements	
155 .	1	General Conditions	
156 .		Subtotal	
157 .	1	Donation from MidCape Homes	(\$5,808) Discount from MidCape Homes Centers on materials purchased
158 .	1	Builders Profit	\$7,823
159 .		TOTAL	\$125,689

160 Total Cost/square foot:

Development Budget:

	Total	Residential	Commercial	Comments
161 . Acquisition: House		\$162,000		
162 . Acquisition: Building	\$0			
163 . Acquisition Subtotal	\$0	\$162,000	\$0	
164 . Direct Construction Budget	\$125,689	\$125,689		(from line 159)
1 . Subtotal: Construction	\$125,689	\$125,689	\$0	

General Development Costs:

2 . Architecture & Engineering	\$3,420			
3 . Survey and Permits	\$175			
4 . Clerk of the Works				
5 . Title V Inspection	\$440			
6 . Water Bill	\$429			
7 . Legal and Closing Fees	\$3,190			
8 . Title and Recording	\$848			
9 . Accounting & Cost Cert.				
10 . Marketing and Lottery	\$4,700			
11 . Real Estate Taxes				
12 . Insurance	\$1,930			
13 . Relocation				
14 . Appraisal				
15 . Security				
16 . Construction Loan Interest				
17 . Inspecting Engineer				
18 . Fees to: town	\$75			
19 . Fees to: county	\$322			
20 . MIP				
21 . Credit Enhancement Fees				
22 . Letter of Credit Fees				
23 . Other Financing Fees				
24 . Development Fee	\$5,000			
25 . Other: taxes	\$430			
26 . Other: misc	\$211			
27 . Soft Cost Contingency				
28 . Subtotal: Gen. Dev.	\$21,170		\$0	

29 . Subtotal: Acquis., Const., and Gen. Dev.		\$287,689	\$0
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30 . Capitalized Reserves	\$0		
31 . Developer Overhead			
32 . Developer Fee	\$0		

33 . Total Development Cost			\$0	TDC per unit	
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34 . TDC, Net	\$0	\$0	\$0	TDC, Net per unit	
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Additional Detail on Development Pro-Forma:

35 . Gross Syndication Investment

Off-Budget Costs:

Syndication Costs:

36 . Syndication Legal

37 . Syndication Fees

38 . Syndication Consultants

39 . Bridge Financing Costs

40 . Investor Servicing (capitalized)

41 . Other Syndication Expenses

42 . Total Syndication Expense

43 . Current Reserve Balance

Reserves (capitalized):

44 . Development Reserves

45 . Initial Rent-Up Reserves

46 . Operating Reserves

47 . Net Worth Account

48 . Other Capitalized Reserves

49 . Subtotal: Capitalized Reserves

50 . Letter of Credit Requirements

51 . Total of the Above

Check: Line 214 is the same as line 195.

Please Answer The Following	Dev. Reserves	Initial Rent-Up	Op. Reserves	Net Worth	Other	Letter of Credit
Who requires the reserves?						
Who administers the reserves?						
When and how are they used?						
Under what circumstances can they be released?						

Unit Sales (For Sale Projects Only):

52 . Gross Sales From Units

53 . Cost of Sales (Commissions, etc.)

54 . Net Receipt from Sales

Debt Service Requirements:

55 . Minimum Debt Service Coverage

56 . Is this Project subject to HUD Subsidy Layering Review?

Optional user comments

A. Settlement Statement

**U.S. Department of Housing
And Urban Development**

OMB No. 2502-0265

B. Type of Loan

1. FHA 2. FmHA 3. CONV. UNINS. 6. File Number: FHT 5 ESKER.23-39 7. Loan Number: 8. Mortgage Ins. Case No.:

4. VA 5. CONV. INS.

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower:

Falmouth Housing Trust, Inc., a Massachusetts corporation, P.O. Box 466, Falmouth, MA 02541

F. Name & Address of Lender:

N/A- CASH PURCHASE

G. Property Location:

5 Esker Place
East Falmouth, MA 02538-3980

E. Name & Address of Seller:

Michelle Butler, 5 Esker Place, East Falmouth, MA 02538-3980
Craig Butler, 148 Rockland Street, New Bedford, MA 02740

H. Settlement Agent:

Laura M. Moynihan
17 Academy Lane, Suite 1
Falmouth, MA 02540

Name: Laura M. Moynihan
Phone: 508-548-5568

Place of Settlement:

Laura M. Moynihan
17 Academy Lane, Suite 1
Falmouth, MA 02540

I. Settlement Date:

07/28/2023

Disbursement Date:

07/28/2023

J. Summary of Borrower's Transaction

100. Gross Amount Due from Borrower	
101. Contract sales price	162,000.00
102. Personal property	
103. Settlement charges to borrower (line 1400)	3,175.03
104.	
105.	
Adjustments for items paid by Seller in advance	
106. City/town taxes to	
107. County taxes to	
108. Assessments to	
109.	
110.	
111.	
112.	
120. Gross Amount Due from Borrower	\$165,175.03
200. Amounts Paid by or In Behalf of Borrower	
201. Deposit or earnest money	
202. Principal amount of new loan(s)	0.00
203. Existing loan(s) taken subject to	
204.	
205.	
206. CREDIT FOR PROPERTY CLEANOUT	5,000.00
207.	
208.	
209.	
Adjustments for items unpaid by Seller	
210. City/town taxes 07/01/2023 to 07/28/2023	127.27
211. County taxes to	
212. Assessments to	
213. FY23 Q4 Taxes to Town of Falmouth	461.71
214. Reinstatement Fee to CC5	27,195.98
215. Probate Filing & Legal Fees	2,492.73
216. AAA Disposal- Dumpster	500.00
217.	
218.	
219.	
220. Total Paid by/for Borrower	\$35,777.69
300. Cash at Settlement from/to Borrower	
301. Gross amount due from Borrower (line 120)	\$165,175.03
302. Less amounts paid by/for Borrower (line 220)	(\$35,777.69)
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	\$129,397.34

K. Summary of Seller's Transaction

400. Gross Amount Due to Seller	
401. Contract sales price	162,000.00
402. Personal property	
403.	
404.	
405.	
Adjustments for items paid by Seller in advance	
406. City/town taxes to	
407. County taxes to	
408. Assessments to	
409.	
410.	
411.	
412.	
420. Gross Amount Due to Seller	\$162,000.00
500. Reductions in Amount Due to Seller	
501. Excess deposit (see instructions)	
502. Settlement charges to seller (line 1400)	2,443.80
503. Existing loan(s) taken subject to	
504. Payoff of first mortgage loan Cape Cod Five	41,503.28
505. Payoff of second mortgage loan	
506. CREDIT FOR PROPERTY CLEANOUT	5,000.00
507. Personal Property Tax to Town of Falmouth	101.33
508. HOA fees to Esker Place HOA	1,650.00
509. Legal- Bradley J. Balley, Esq. (Cape Cod 5)	460.00
Adjustments for items unpaid by Seller	
510. City/town taxes 07/01/2023 to 07/28/2023	127.27
511. County taxes to	
512. Assessments to	
513. FY23 Q4 Taxes to Town of Falmouth	461.71
514. Reinstatement Fee to CC5	27,195.98
515. Probate Filing & Legal Fees	2,492.73
516. AAA Disposal- Dumpster	500.00
517.	
518.	
519.	
520. Total Reduction Amount Due Seller	\$81,926.10
600. Cash at Settlement to/from Seller	
601. Gross amount due to Seller (line 420)	\$162,000.00
602. Less reductions in amounts due Seller (line 520)	(\$81,926.10)
603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	\$80,073.90

Buyer's Initials: *MB*

Seller's Initials: *MB*

Section 5 of the Real Estate Settlement Procedures Act (RESPA) requires the following: * HUD must develop a Special Information Booklet to help persons borrowing money to finance the purchase of residential real estate to better understand the nature and costs of real estate settlement services; * Each lender must provide the booklet to all applicants from whom it receives or for whom it prepares a written application to borrow money to finance the purchase of residential real estate; * Lenders must prepare and distribute with the Booklet a Good Faith Estimate of the settlement costs that the borrower is likely to incur in connection with the settlement. These disclosures are mandatory.

Section 4(a) of RESPA mandates that HUD develop and prescribe this standard form to be used at the time of loan settlement to provide full disclosure of all charges imposed upon the borrower and seller. These are third party disclosures that are designed to provide the borrower with pertinent information during the settlement process in order to be a better shopper. The Public Reporting Burden for this collection of information is estimated to average one hour per response. The Public Reporting Burden for this information, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

L. Settlement Charges				Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700. Total Sales/Broker's Commission based on price \$162,000.00 @ % =					
Division of commission (line 700) as follows:					
701. \$	to				
702. \$	to				
703. Commission paid at Settlement					
704.					
800. Items Payable In Connection With Loan					
801. Loan Origination Fee %					
802. Loan Discount %					
803.					
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899.					
900. Items Required By Lender To Be Paid In Advance					
901. Daily interest charges from to @ /day days					
902. Mortgage Insurance Premium for mo. to					
903. Hazard Insurance Premium for yrs. to					
904. yrs. to					
1000. Reserves Deposited With Lender					
1001. Hazard Insurance months @ per month					
1002. Mortgage Insurance months @ per month					
1003. City property taxes months @ per month					
1004. months @ per month					
1005. months @ per month					
1006. months @ per month					
1007. months @ per month					
1008. Aggregate Adjustment months @ per month					
1100. Title Charges					
1101. Settlement or closing fee to Laura M. Moynihan, Esq.					
1102. Abstract or title search to JCW Title				1,400.00	✓
1103. Title examination to				200.00	✓
1104. Title insurance binder to					
1105. Document preparation to					
1106. Notary fees to					
1107. Attorney's fees to					
(Includes above item numbers:)					
1108. Title insurance to First American Title Insurance Company				648.00	✓
(Includes above item numbers:)					0.00
1109. Lender's coverage \$0.00 Loan Premium: \$0.00					
1110. Owner's coverage \$162,000.00 Owner's Premium: \$648.00					
1111. MLC Filing Fee to Town of Falmouth					
1112. Plot Plan Fee to R.A.S. Associates				75.00	✓
1113.				175.00	✓
1200. Government Recording and Transfer Charges					
1201. Recording Fees: Deed: 321.90 Mortgage: Release: 110.95				160.95	✓
1202. City/County tax/stamps: Deed: 1,049.76 Mortgage:					271.90
1203. State tax/stamps: Deed: Mortgage:					1,049.76
1204. Recording Fee- MLC to Barnstable County Registry of Deeds					
1300. Additional Settlement Charges				85.95	✓
1301. Recording Fee CNAD to Barnstable County Registry of Deeds					
1302. Recording Fee- Barnstable County Discharge to Barnstable County Registry of Deeds					110.95
1303. Recording Fee- Estate Tax Lien Release to Barnstable County Registry of Deeds					110.95
1304. Recording Fee- Certificate of Compliance to Barnstable County Registry of Deeds					110.95
1305. Final Water to Town of Falmouth					110.95
1306. FY24 Q1 Taxes to Town of Falmouth					528.34
1307. Discharge Tracking and Courier Fee (Payoff) to Laura M. Moynihan, Esq.				430.13	✓
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)				\$3,175.03	\$2,443.80

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement (pages 1 and 2).

Borrower(s):
 Falmouth Housing Trust, Inc.
 Massachusetts corporation
 Adelalde Drolette, President

Seller(s):
 Michelle Butler
 Craig Butler

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.
 Settlement Agent: Laura M. Moynihan Date: 07/29/2023

WARNING: It is a crime knowingly make false statements in the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see Title 18 USC, Code.

WLWA Jurczyk Holdings LLC

22 Oyster Pond Road
Falmouth, MA 02540

Invoice

Date	Invoice #
8/16/2023	451

Bill To
Falmouth Housing Trust

Terms	Project

Date	Description	Amount
8/7/2023	labor - start of demo process	610.00
8/8/2023	fasteners for deck	155.20
8/8/2023	concrete for deck footings	128.16
8/8/2023	house trim materials	783.32
8/9/2023	demo materials	47.17
8/9/2023	decking materials	4,740.75
8/9/2023	decking materials	14.90
8/10/2023	debris removal	800.00
8/10/2023	1 tub/shower & 1 shower	1,977.13
8/10/2023	additional exterior trim materials	117.57
8/10/2023	fasteners	195.98
8/11/2023	additional exterior trim materials	128.60
8/12/2023	decking materials	346.31
8/14/2023	windows & interior doors	1,053.57
8/14/2023	roofing materials	3,228.90
8/14/2023	kitchen floor tile prep materials	219.72
8/14/2023	fasteners for kitchen tile prep	97.96
8/14/2023	labor - demo, install exterior trim	6,753.50
8/15/2023	deck materials	39.14
8/16/2023	Design & project management fee \$21,437.88 @ 8%	1,715.03

Total Due	\$23,152.91
Payments/Credits	\$0.00
Balance Due	\$23,152.91

WLWA Jurczyk Holdings LLC

22 Oyster Pond Road
Falmouth, MA 02540

Invoice

Date	Invoice #
8/31/2023	453

Bill To
Falmouth Housing Trust Project: 5 Esker Road East Falmouth, MA

Terms	Project

Date	Description	Amount
8/16/2023	Portapotty rental	
8/16/2023	additional roof shingles	100.94
8/16/2023	building materials	353.58
8/17/2023	sub floor for bathrooms	64.95
8/18/2023	adhesives	223.38
8/18/2023	interior doors	48.74
8/18/2023	building materials return	2,812.39
8/18/2023	additional deck trim board	-25.80
8/18/2023	labor - install kitchen tile floor	95.31
8/18/2023	trim carpenter labor	1,950.00
8/18/2023	roofing installation labor	5,685.00
8/19/2023	door hinges	4,080.00
8/19/2023	clap board	53.91
8/21/2023	plumbing supplies	37.64
8/21/2023	window sash locks	366.11
8/21/2023	framing materials for bathrooms	37.73
8/21/2023	flooring return	34.39
8/22/2023	interior mouldings	-212.97
8/22/2023	exterior trim	721.73
8/22/2023	building materials	351.29
8/23/2023	plumbing supplies	104.97
8/23/2023	baseboard mouldings	493.71
8/23/2023	building materials	278.48
8/23/2023	adhesives	22.97
8/23/2023	exterior repair materials	43.96
8/23/2023	building materials	89.28
8/24/2023	interior bathroom insulation	41.41
8/24/2023	building materials	96.64
8/25/2023	return trim materials	24.55
8/25/2023	kitchen cabinetry	-324.54
		4,722.85

Total Due
Payments/Credits
Balance Due

WLWA Jurczyk Holdings LLC

22 Oyster Pond Road
Falmouth, MA 02540

Invoice

Date	Invoice #
8/31/2023	453

Bill To
Falmouth Housing Trust Project: 5 Esker Road East Falmouth, MA

Terms	Project

Date	Description	Amount
8/25/2023	adhesives	
8/28/2023	labor - interior trim labor	56.97
8/28/2023	exterior painting	6,203.73
8/29/2023	additional interior mouldings	2,995.00
8/29/2023	exterior trim materials for new windows	64.75
8/30/2023	bathroom tile labor	143.98
8/31/2023	paint primers	1,755.00
8/31/2023	Design & project management fee \$33,753.20 @ 8%	161.17
		2,700.26

Total Due	\$36,453.46
Payments/Credits	\$0.00
Balance Due	\$36,453.46

WLWA Jurczyk Holdings LLC

22 Oyster Pond Road
Falmouth, MA 02540

Invoice

Date	Invoice #
11/1/2023	477

Bill To
Falmouth Housing Trust Project: 5 Esker Road East Falmouth, MA

Terms	Project

Date	Description	Amount
9/20/2023	Fasteners	4.83
9/20/2023	floor protection returned	-47.49
9/22/2023	window hardware	100.60
9/25/2023	Labor & Materials - punchlist	2,122.61
9/26/2023	window hardware sash locks	134.20
9/27/2023	labor for floor finishing	2,300.00
10/2/2023	fasteners	23.64
10/2/2023	Labor - punchlist	633.46
10/2/2023	baseboard heat installation	1,885.00
10/3/2023	debris removal	130.00
10/6/2023	window screens	433.29
10/9/2023	Labor - punchlist items	550.00
10/16/2023	Finished plumbing, heat & boiler install	3,195.00
10/17/2023	Credit from Mid-Cape on all materials	-5,808.00
10/20/2023	stone counter tops	650.00
10/23/2023	Painting - final touch ups	300.00
10/23/2023	Labor - punchlist items	90.00
10/26/2023	Install new bath fans, move dining room light, replace all devices in house, run circuit for microwave, install new kitchen lights, install new smokes, install dining room light & install hall light	2,965.50
11/7/2023	Design & project management fee \$9,662.64 @ 15%	773.01
	FINAL INVOICE	

Total Due	\$10,435.65
Payments/Credits	\$0.00
Balance Due	\$10,435.65

WLWA Jurczyk Holdings LLC

22 Oyster Pond Road
Falmouth, MA 02540

Invoice

Date	Invoice #
9/6/2023	458

Bill To
Falmouth Housing Trust Project: 5 Esker Road East Falmouth, MA

Terms	Project

Date	Description	Amount
8/3/2023	shingles	328.31
8/16/2023	fasteners - flooring	121.75
8/30/2023	window weather proofing materials	30.15
8/30/2023	shingling materials	422.00
8/30/2023	shingles	1,710.57
8/31/2023	interior trim mouldings return	-136.24
9/1/2023	return building materials	-19.99
9/1/2023	hardware	355.39
9/5/2023	debris removal - old roof shingles had to be disposed of in New Bedford	2,374.00
9/5/2023	painting - pressure wash exterior & basement, mold removal, double prime old mold areas & painting prep	8,115.00
9/5/2023	Labor - shingling, interior trim work	5,845.00
9/6/2023	Design & project management fee \$19,145.94 @ 8%	1,531.68

Total Due	\$20,677.62
Payments/Credits	\$0.00
Balance Due	\$20,677.62

WLWA Jurezyk Holdings LLC

22 Oyster Pond Road
Falmouth, MA 02540

Invoice

Date	Invoice #
9/20/2023	465

Bill To
Falmouth Housing Trust Project: 5 Esker Road East Falmouth, MA

Terms	Project

Date	Description	Amount
9/6/2023	interior mouldings	46.25
9/7/2023	Rough plumbing / repairs	1,775.00
9/8/2023	painting - exterior trim/clapboards & house washing	1,875.00
9/10/2023	install gutters & downspouts	300.00
9/10/2023	painting - interior painting - walls & trim	4,986.00
9/10/2023	labor - bathroom trim install	930.00
9/11/2023	hardware	59.97
9/13/2023	deposit for floor finishing	2,000.00
9/18/2023	bath vanities	1,562.34
9/18/2023	floor protection	94.98
9/18/2023	floor protection	21.98
9/18/2023	hardware	45.43
9/19/2023	Portapotty rental	100.94
9/20/2023	Design & project management fee \$13,797.89 @ 8%	1,103.83

FALMOUTH HOUSING TRUST INC.
NEW PROJECTS FUND ACCOUNT
 PO BOX 485
 FALMOUTH, MA 02541

383

DATE 9/21/23 63-7107/2113

PAY TO THE ORDER OF WLWA Jurezyk Holdings \$ 14,901.72

fourteen thousand nine hundred and 72/100 DOLLARS

CAPE COD 5
www.capecodfive.com

MEMO _____

⑆ 21 137 1078 ⑆ 83 24 28 779 ⑆ 00383

Due	\$14,901.72
Payments/Credits	\$0.00
Balance Due	\$14,901.72



www.craneappliance.com

QUOTE

P.O. Box 397
Cataumet, MA 02534
(508) 548-8179

Date	Invoice Number
08/03/2023	Q00045765
Schedule Date	Status
	QUOTE
Purchase Order	Page
KAREN	Page 2 of 3

Bill To: 969219
FALMOUTH HOUSING TRUST
PO BOX 495
FALMOUTH, MA 02541

kb@falmouthhousingtrust.org

Ship To: 969219
FALMOUTH HOUSING TRUST
5 ESKER PLACE
EAST FALMOUTH, MA 02536
(508) 274-1651 (508) 540-2370
kb@falmouthhousingtrust.org

Payment Type ACCOUNTS RECEIVABLE	Invoice Type FALMOUTH QUOTE	Salesperson JOANNE SMALLEY	Alt Phone#
--	---------------------------------------	--------------------------------------	-------------------

COMMENTS:

QTY	BRAND	MODEL / PART	DESCRIPTION	PRICE	EXT PRICE

My Salesperson has reviewed the following with me:

- Y N
- Crane Appliance Product Protection
 - Delivery, Installation and Environmental Removal Policy
 - Product Specifications, Electric or Gas (Nat/LP)
 - Preparing for Delivery Page

SUB TOTAL	2,642.00
TAX	0.00
INVOICE TOTAL	2,642.00
DEPOSITS	0.00
BALANCE	2,642.00

- Retail price on quote is valid for 30 days, or unless otherwise specified.
- Invoice must be paid in full to order product and schedule delivery.
- Deposit/payment on the order does not imply that Crane Appliance is physically holding appliances in its warehouse.
- Please review and acknowledge the Preparing for Delivery Page. Failure to do so may result in additional charges.
- Please inspect product condition immediately for physical defects/shipping damage; all damage must be reported to the Dispatch Dept within 48 hours of the delivered date.
- Delivery charges are not refundable for any delivery that has been attempted by Crane Appliance.

I acknowledge above information and confirm order with no changes.

CUSTOMER SIGNATURE _____

INVOICE #23163

DATE: October 4, 2023

D. H. MARTIN ENGINEERING, INC.
ENVIRONMENTAL • CIVIL • GEOTECHNICAL
P. O. Box 741
Woods Hole, MA 02543
774-836-0693
dhhmartineng@gmail.com

BILL TO:

Karen L. Bissonnette, CFRE
Executive Director
Falmouth Housing Trust
P.O. Box 465
Falmouth, MA 02541
kb@falmouthhousingtrust.org

5 Esker

RE: Engineering services for septic upgrade: #5 Esker Place, Falmouth, MA

Description
- Registry research, site survey, prepare existing conditions plan
- Review existing records and request perc test waiver
- Prepare septic design and details
- Plot, endorse, PDF to installer
- Inspect system at time of installation, prepare and submit report to B.O.H.

AMOUNT DUE: \$3,420.00

Please remit to *D. H. Martin Engineering, Inc.* upon receipt.



Green Lovers Landscaping

62 Woodland Trail
East Falmouth - MA
02536
5085246974
greenloverslandscaping74@gmail.com

INVOICE
INV0186

DATE
11/07/2023

DUE
On Receipt

BALANCE DUE
USD \$4,000.00

BILL TO

WLWA JURCZYK HOLDINGS LLC

22
Oyster Pond RD
Falmouth, MA
☐ (508) 344-6422
wjurczyk@mac.com

DESCRIPTION	RATE	QTY	AMOUNT
5 Esker - Falmouth- MA Clean, beds, mulch, loam, wood cheap and Hydrossed	\$4,000.00	1	\$4,000.00
TOTAL			\$4,000.00
BALANCE DUE			USD \$4,000.00



**Town Of Falmouth
Health Department**

59 Town Hall Square Falmouth Town Hall Falmouth, MA 02540
508-495-7485

Certificate of Compliance

Fee **\$150.00**

Date **10/16/23**

:

Issued

DEP has provided this form for use by local Health Department. Other forms may be used, but the information must be substantially the same as that provided here. Before using this form, check with the local Health Department to determine the form they use.

This is to certify that the following work on an On-Site Sewage Disposal Works

Application is hereby made for a permit to

- Construct a new septic system
- Repair/replace an existing septic system or soil absorption system
- Repair/replace non soil absorption system components Abandonment of septic system

Nature of Repairs or Alterations:

Use existing 1000 gallon tank to remain, H-20 D-Box , new leaching to be installed with (2) H-20 flow diffusers, and 1 ft of stone below.

Has been done in accordance with Title 5 and the State Environmental Code:

DSCP Number	<u>DWC-23-1252</u>	DSCP Date	<u>10/04/23</u>	Inspection Date	<u>10/12/23</u>
-------------	--------------------	-----------	-----------------	-----------------	-----------------

Facility Owner	<u>NELSON ESTATE OF LORI LEE</u>				
----------------	----------------------------------	--	--	--	--

Street Number	<u>5</u>	Street Name	<u>ESKER PL</u>		
---------------	----------	-------------	-----------------	--	--

Daily Flow	<u>330</u>	Dwelling No. of Bedrooms	<u>3</u>		
------------	------------	--------------------------	----------	--	--

Designer Information :

Name/Name of Company David Martin - D.H. Ma

Installer Information :

Name/Company Name Dalpe Excavation, Inc.

Use of this system is conditioned on compliance with the provisions set forth below

Use existing 1000 gallon tank to remain, H-20 D-Box , new leaching to be installed with (2) H-20 flow diffusers, and 1 ft of stone below.

Issued without Installer and Designer approval

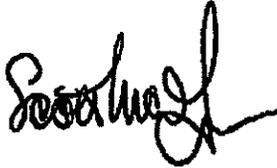
The issuance of this certificate shall not be construed as a guarantee that the system will function satisfactorily.

Local Approving Authority

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

Date 10/16/23

Health Official
(Signature)



Certificate valid 2 years from date of final inspection or 3 years if pumped once during each year (For Upgrade or New Construction Only). The issuance of this permit shall not be construed as a guarantee that the system will function as designed.



11 Tradesman Circle, Unit 2
East Falmouth, MA 02536

Invoice

Invoice #: 526-2198
 Invoice Date: 10/16/2023
 Due Date: 10/16/2023
 Project:
 P.O. Number: ESKER PLACE

Bill To:

Falmouth Housing Trust
 PO Box 465
 Falmouth, MA 02541
 RE: ESKER PLACE

Date	Description	Amount
10/11/2023	Begin septic. Permit, and pump out of existing system over 2000 gallons. Install per D. H. Martin engineered plan dated 9/27/23. Existing septic tank remains and is utilized. Install a DB-3 distribution box H-20.	
10/12/2023	Progress on leaching field (stone by others) Schedule 40 pipe, (2) flow diffusers, filter fabric. Install risers and covers to grade.	
10/13/2023	Backfill and clean up. Complete septic leaching installation. IN-KIND DONATION OF MATERIALS FROM DALPE EXCAVATION/CREDIT	8,996.15 -500.00

Thank you for your business.

Total	\$8,496.15
Payments/Credits	\$0.00
Balance Due	\$8,496.15

171 Worcester Ct
 Falmouth, MA 02540
 774-255-4144

KAREN BISSONNETTE FALMOUTH HOUSING T
 RECPT DATE 10/09/23 DOCUMENT NO 82640425

CLIENT#: 5082741651
 SOLD TO:
 GREG CLANCY CONSTRUCTION

 217 CLINTON AVE.
 FALMOUTH MA 02540

SHIP TO:
 KAREN BISSONNETTE
 171 WORCESTER CT

 FALMOUTH, MA 02540
 FALMOUTH HOUSING

172214

WRITER SHIP VIA DT SHIPPED
 KELLEY M

ORD	SHIP	B/O	DESCRIPTION	NET PRICE	EXTEN
			** KAREN PAID FOR THIS IN FULL ** ** CLANCY ACCT WAS NOT BILLED **		
			>> LAV FAUCETS <<		
2	2	0	MOE6145*W2 LAV FCT GBSN 1LVR ADA WTRSN MOE6145 (586304)	158.830	317.66
			>> SHOWER ARMS & HEADS <<		
2	2	0	MOES177*W2 SHWR ARM ICON CHR 9-3/4" 1/ MOES177 (490706)	39.040	78.08
2	2	0	MOE26100EP*W2 HNDSHWR COMBO ENGGE CHR MOE26100EP (583073)	48.860	97.72
			>> TOILETS <<		
1	1	0	TTOC244EF01*TLT BWL ENTRADA EL UNIV H TTOC244EF01 (476344)	100.980	100.98
1	1	0	TTOST243E01*TLT TNK ENTRADA W/CVR COT TTOST243E01 (476343)	87.480	87.48
1	1	0	A/S3519A101.020*TLT BWL EDGMR EL RHGT A/S3519A101.020 (591373)	150.080	150.08
1	1	0	A/S4519B104.020*TLT TNK EDGMR WHT 1.28 A/S4519B104.020 (677597)	111.890	111.89
2	2	0	SEA7300EC000*TLT ST EL CFWC PLS WHT F/ SEA7300EC000 (1834)	27.320	54.64
			>> MATCHING ACCESSORIES <<		
2	2	0	DONDNO708CH*TLT PPR HLD ISO PVTG CHR Z DONDNO708CH (409662)	0.000	0.00
2	2	0	DONDNO786CH*TWL RNG ISO 6" CLSD CHR ZN DONDNO786CH (409658)	0.000	0.00
2	2	0	DONDNO724CH*TWL BAR ISO 24" SGL CHR ZI DONDNO724CH (409660)	0.000	0.00
2	2	0	DONDNO703CH*RB HK ISO SGL CHR 2" 2-1/4 DONDNO703CH (409663)	0.000	0.00
			CONTINUED		

Frank Webb Home
171 Worcester Ct
Falmouth, MA 02540
774-255-4144

CUSTOMER P.O. NUMBER
KAREN BISSONNETTE FALMOUTH HOUSING T
RECPT DATE DOCUMENT NO
10/09/23 82640425

CLIENT#: 5082741651
SOLD TO:
GREG CLANCY CONSTRUCTION

217 CLINTON AVE.
FALMOUTH MA 02540

SHIP TO:
KAREN BISSONNETTE
171 WORCESTER CT

FALMOUTH, MA 02540
FALMOUTH HOUSING

172214

WRITER SHIP VIA DT SHIPPED
KELLEY M

ORD SHP B/O DESCRIPTION NET PRICE EXTEN

DATE ORDERED - CUSTOMER P.O. INFORMATION	TAX	FREIGHT	HANDLING	TOTAL
KAREN BISSONNETTE FALMOUTH HOUSING TRUST 5 ESK	0.00	50.00	0.00	1048.53

* PAYMENT RECAP *

LESS DEPOSIT RECEIVED TODAY:

CHECK # 315 1048.53

REMAINING BALANCE DUE: 0.00

***** PAYMENT RECEIPT *****

** Freight subject to change.

Skyline Marble & Granite, Inc.

1296 Broadway
 Raynham, MA 02767
 www.skylinegranite.com

Phone: 508-947-4600
 Fax: 508-947-5100

Estimate

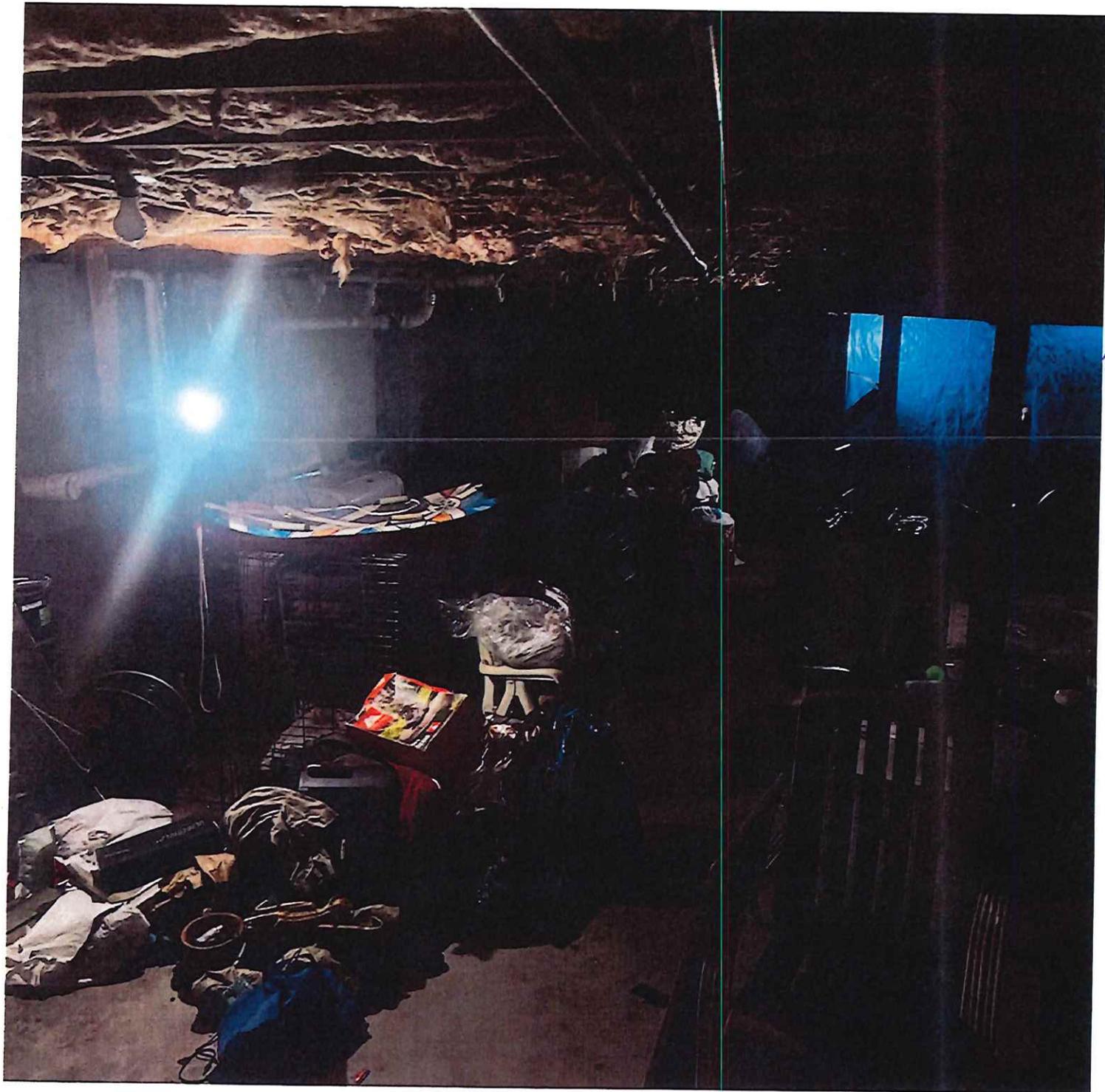
Date	Estimate #
9/6/2023	81892

Name / Address
Carpet Barn Inc. 719 Main St Falmouth, Ma 02540 T: 508-548-1443

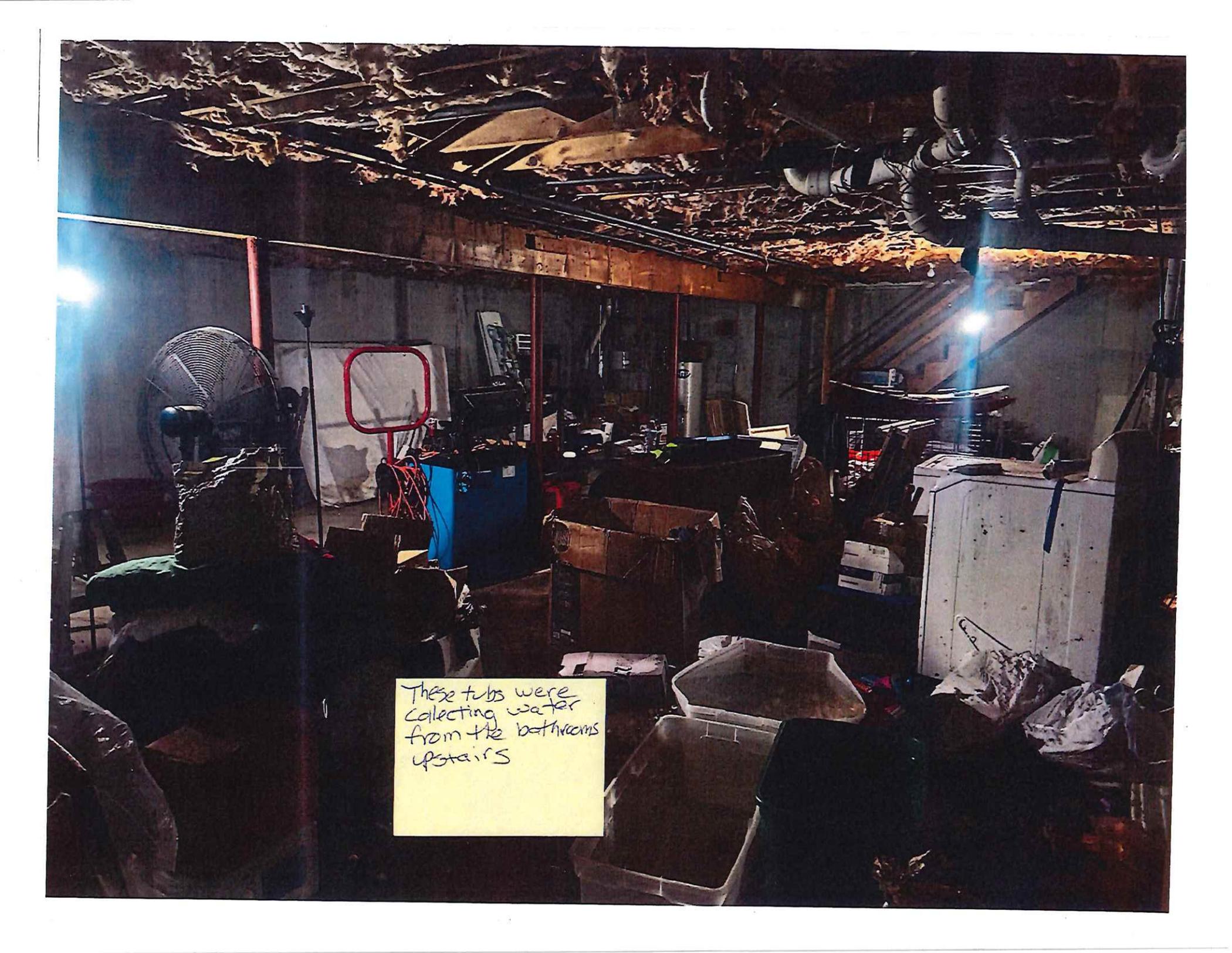
Ship To
Falmouth Housing Trust 5 Esker Place Falmouth, MA 508-274-1651 Karen

Item	Description	Qty	Rate	Total
Level 02	Giallo Ornamental Granite - Kitchen Countertops with 4" Backsplash	31.5	42.95	1,352.93
Template and Install	Template and Install	31.5	0.00	0.00
Pencil	Pencil Edge	1	0.00	0.00
Undermount Sink ...	Undermount Sink Cutout	1	0.00	0.00
Total				\$1,352.93

Signature _____



Someone was
living behind
this tarp.

A photograph of a cluttered basement or crawlspace. The ceiling is exposed, showing wooden joists and some debris. The floor is covered with various items, including a large fan, a blue container, a red frame, and several large white tubs. A yellow sticky note is placed on the floor in the foreground, with handwritten text. The lighting is dim, with a bright light source on the left and another on the right.

These tubs were
collecting water
from the bathrooms
upstairs











**APPRAISAL REPORT
OF**



5 Esker Pl
East Falmouth, MA 02536

PREPARED FOR

Erica Abney, Collections Representative II
Cape Cod Five Cents Savings Bank
1500 Lynton Road
Hyannis, MA 02601

AS OF

01/12/2022

PREPARED BY

Fisherly Associates
34 Trinity Place
Centerville, MA 02032

Fidelity Associates
By: Timothy J. Flaherty
Centerville, MA 02632

01/13/2022

Way Coy Five Cent Savings Bank
1900 Yarnough Road
Hyannis, MA 02601

RE: Estate of Lor Lee Nelson
& Esker Pl
East Palmouth, MA 02538
EIN No. Nelson
Case No. 0001

Dear Erica Abney:

In accordance with your request, I have personally inspected and prepared an appraisal report of the real property located at:

5 Esker Pl, East Palmouth, MA 02538

The purpose of this appraisal is to estimate the market value of the property described in the body of this appraisal report.

Enclosed, please find the appraisal report which describes certain data gathered during my investigation of the property. The methods of approach and reasoning in the valuation of the various physical and economic factors of the subject property are contained in this report.

An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led the Appraiser to the conclusion that the market value as of 01/13/2022 is:

\$ 380,000

The opinion of value expressed in this report is contingent upon the listing conditions attached to this report.

It has been a pleasure to assist you. If I may be of further service to you in the future, please let me know.

Respectfully submitted,

Signature *Timothy J. Flaherty*

Timothy J. Flaherty
MA Cert. Gen. R.E. Appraiser #403

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Subdivision Plan	7
Location Map	6
Flood Map	9
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Exterior-Only Inspection Residential Appraisal Report

The purpose of this appraisal report is to provide the client with an accurate and independent appraisal, opinion of the market value of the subject property.

Property Address: 151 Falmouth
City: Falmouth State: MA Zip Code: 01934
Owner: Nelson, Estate of Lois Lee Member: Cape Cod Five Cents Savings Bank County: Barnstable
Legal Description: BCRD Book 1724 Page 001
Assessor's Parcel #: Map 11 Parcel 0101001
Year Built: 2022 R.E. Taxes: \$1,172.00
Neighborhood Name: Longshank Affordable Housing Map Reference: Lot 14, Plan 048032 Census Tract: 0144-02
Occupant: Owner Tenant Vacant Special Assessment: 0 FUD HOA: N/A per year per month
Property Rights Appraised: Fee Simple Leasehold Other (describe):
Financed Use: Mortgage Revolving
Lender: Cape Cod Five Cents Savings Bank Address: 1501 Bourne Road, Hyannis, MA 02601
Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? Yes No
Report data source(s) used, offering number, and date(s):

1. do do not analyze the nonfinanced sale for the subject purchase transaction. Explain the results of the analysis of the records for sale of very low addition was not performed.

Conveyed Free & Clear: Date of Conveyance: Is the property under the impact of public record? Yes No Data Source(s):
If there are financial encumbrances (loan charges, sale commissions, bill or delinquency payments, etc.) to be paid by any party on listed of the borrower Yes No
If Yes, itemize the total amount and describe the terms to be paid.

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics				One-Unit Housing Trends				One-Unit Housing	Residential Use		
Location	Urban <input checked="" type="checkbox"/>	Suburban <input type="checkbox"/>	Rural <input type="checkbox"/>	Property Value	Increasing <input checked="" type="checkbox"/>	Stable <input type="checkbox"/>	Decreasing <input type="checkbox"/>	PRICE	AGE	One-Unit	01 %
Rate-Up	Over 7% <input checked="" type="checkbox"/>	2-7% <input type="checkbox"/>	Under 2% <input type="checkbox"/>	Demand/Supply	Excessive <input checked="" type="checkbox"/>	In Balance <input type="checkbox"/>	Over-Supply <input type="checkbox"/>	\$ (000)	(Yrs)	2-4 Unit	01 %
Growth	Fast <input checked="" type="checkbox"/>	Steady <input type="checkbox"/>	Slow <input type="checkbox"/>	Marketing Time	Under 30 days <input checked="" type="checkbox"/>	3-6 months <input type="checkbox"/>	Over 6 months <input type="checkbox"/>	200	Low	Multi-Family	01 %

Neighborhood Boundaries: The market area was expanded to include all property within the Villages of East Falmouth and Halesville. (1,600 High, 150 Commercial, 02 %; 480 Paved, 50 Other commercial, 06 %)

Neighborhood Description: The immediate neighborhood includes a hilly developed lot subdivision dated 10/27/1995. Homes are clustered on small lots immediately off Sam Turner Road and at the corner of Route 151. To the east of the cluster is 16,599 Acres of Open Space. Houses are all similar in design and age. No detrimental conditions were observed.

Market Conditions (Industry report for the above conditions): As the inventory of current listings has lowered, selling prices to asking price ratios for reasonably priced property is competitive and selling prices are often above asking prices, which today are a starter. The economy is good and interest rates have remained low. An estimated market increase is 1% per month over the past 12 months.

Dimensions: 24.81 x 110.78 x 152.89 x 08.12 x 128.73 Area: 13,810 Slope: Irregular/Cul-de-sac: Yes Highway Front

Specific Zoning Classification: Residential Zoning Description: Single Family Residential
Zoning Compliance: Legal Legal Nonconforming (Grandfathered Use) No Zoning Illegal (describe):
Is the highest and best use of subject property as improved (or as proposed per plan and specifications) in present use? Yes No. If No, describe:

Utilities: Public Other (describe):
Electricity: Gas:
Water: Sewer: Public Other (describe):
Septic System: Private:
Off-site Improvements-Type: Public Private
Street: Paved
Other:
FEMA Special Flood Hazard Area: Yes No FEMA Flood Zone: X FEMA Map #: 25081C0814J FEMA Map Date: 07/18/2014
Are there any other on-site improvements listed by the market report? Yes No. If No, describe:
Are there any adverse site conditions or external factors (drainage, encroachments, environmental conditions, and other) that may affect? Yes No. If Yes, describe:
The site has 24.81 feet of street frontage on a cul-de-sac. It backs to Route 151. The minimal landscaping improvements were a bit cluttered with shrubs, but were typical for this subdivision.

Source(s) Used for Physical Characteristics of Property: Appraisal Files MLS Assessor and Tax Records Prior Inspection Property Owner
 Other (describe):

General Description	General Description	Health / Roofing	Assessor's Records
Material: <input checked="" type="checkbox"/> Vinyl <input type="checkbox"/> Other (describe):	General Description: <input checked="" type="checkbox"/> Concrete Slab <input type="checkbox"/> Other (describe):	Health / Roofing: <input checked="" type="checkbox"/> FWA <input checked="" type="checkbox"/> Other (describe):	Assessor's Records: <input checked="" type="checkbox"/> None
# of Stories: 1	<input checked="" type="checkbox"/> Full Basement <input type="checkbox"/> Finished <input type="checkbox"/> Partial Basement <input type="checkbox"/> Finished	Roofing: <input checked="" type="checkbox"/> Asphalt <input type="checkbox"/> Other (describe):	<input checked="" type="checkbox"/> X Flashed # 1
Type: <input checked="" type="checkbox"/> Det. <input type="checkbox"/> An. <input type="checkbox"/> S-Det / End Unit	Exterior Walls: <input checked="" type="checkbox"/> Siding <input type="checkbox"/> Other (describe):	Roofing: <input checked="" type="checkbox"/> Asphalt <input type="checkbox"/> Other (describe):	<input checked="" type="checkbox"/> X Wooded/Deck
<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Under Const.	Roof Surface: <input checked="" type="checkbox"/> Asphalt/PCOR <input type="checkbox"/> Other (describe):	Roofing: <input checked="" type="checkbox"/> Asphalt <input type="checkbox"/> Other (describe):	<input checked="" type="checkbox"/> X Paved/Deck
Design (Style): Ranch	Roofing: <input checked="" type="checkbox"/> Asphalt/PCOR <input type="checkbox"/> Other (describe):	Roofing: <input checked="" type="checkbox"/> Asphalt <input type="checkbox"/> Other (describe):	<input type="checkbox"/> Patch
Year Built: 1989	Roofing: <input checked="" type="checkbox"/> Asphalt/PCOR <input type="checkbox"/> Other (describe):	Roofing: <input checked="" type="checkbox"/> Asphalt <input type="checkbox"/> Other (describe):	<input type="checkbox"/> Pond
Effective Age (Yrs): 11	Roofing: <input checked="" type="checkbox"/> Asphalt/PCOR <input type="checkbox"/> Other (describe):	Roofing: <input checked="" type="checkbox"/> Asphalt <input type="checkbox"/> Other (describe):	<input type="checkbox"/> Fence
Appliances: <input checked="" type="checkbox"/> Refrigerator <input checked="" type="checkbox"/> Range/Oven <input type="checkbox"/> Dishwasher <input type="checkbox"/> Microwave <input type="checkbox"/> Washer/Dryer <input type="checkbox"/> Other (describe):	Roofing: <input checked="" type="checkbox"/> Asphalt/PCOR <input type="checkbox"/> Other (describe):	Roofing: <input checked="" type="checkbox"/> Asphalt <input type="checkbox"/> Other (describe):	<input type="checkbox"/> Other
Freshed area above grade contains: 6 Rooms 3 Bedrooms 2.00 Bath(s) 1.180 Square Feet of Gross Living Area Above Grade	Roofing: <input checked="" type="checkbox"/> Asphalt/PCOR <input type="checkbox"/> Other (describe):	Roofing: <input checked="" type="checkbox"/> Asphalt <input type="checkbox"/> Other (describe):	<input type="checkbox"/> Other
Additional features (special energy efficient items, etc.): None Known	Roofing: <input checked="" type="checkbox"/> Asphalt/PCOR <input type="checkbox"/> Other (describe):	Roofing: <input checked="" type="checkbox"/> Asphalt <input type="checkbox"/> Other (describe):	<input type="checkbox"/> Other

Describe the condition of the property and any special features, including apparent needed repairs, deterioration, encroachments, encroaching, etc. Exterior inspection: The front roof shingles show signs of premature wear; the chimney and front trim appear to have been recently painted. The property appears to be in slightly worn physical condition.

Are there any apparent physical characteristics or adverse conditions that affect the usability, soundness, or structural integrity of the property? Yes No. If Yes, describe:

Does the property generally conform to the neighborhood (functional utility, style, condition, etc.)? Yes No. If No, describe:

Exterior-Only Inspection Residential Appraisal Report

There are 30 comparable properties currently listed for sale in the subject neighborhood ranging in price from \$ 320,000 to \$ 450,000.
There are 31 comparable sales in the subject neighborhood within the past twelve months (within a mile) with prices from \$ 300,000 to \$ 450,000.

FEATURE	SUBJECT	COMPARABLE SALE #1	COMPARABLE SALE #2	COMPARABLE SALE #3
Address	8 Esker Pl East Falmouth, MA 02538	27 Cutler Ct East Falmouth, MA 02538	7 Wheelhouse Circle East Falmouth, MA 02538	19 Rail Ave East Falmouth, MA 02538
Proximity to Subject		0.26 miles SE	0.55 miles S	2.41 miles SE
Sale Price		\$ 385,000	\$ 429,000	\$ 380,000
Gross Price/Gross Liv. Area	\$ 0.00 sq. ft.	\$ 301.40 sq. ft.	\$ 261.51 sq. ft.	\$ 365.38 sq. ft.
Data Source(s)		MLS/DOM 30	MLS/DOM 8	MLS/DOM 8
Verification Source(s)		BCRD/Asses. Rec./Ext. Inspect	BCRD/Asses. Rec./Ext. Inspect	BCRD/Asses. Rec./Ext. Inspect
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION (+) & Adjustment	DESCRIPTION (+) & Adjustment	DESCRIPTION (+) & Adjustment
Sale or Financing		Arm/Un	Arm/Un	Arm/Un
Condition		Conv'd	Conv'd	Conv'd
Date of Sale/Time		07/29/2021	12/07/2021	08/12/2021
Location	Resident	Resident	Resident	Resident
Leasehold/Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Size	33,616 sq. ft.	24,038 sq. ft.	20,000 sq. ft.	17,424 sq. ft.
View	Highway Rear	typical	typical	typical
Design (Style)	Ranch	Cape	Cape	Ranch
Quality of Construction	Average	Average	Average	Good
Actual Age	23 Yrs	37	35	35
Condition	Fair	Average	Average	Average
Above Ground	Total Volume: 0 cu. ft.	Total Volume: 0 cu. ft.	Total Volume: 0 cu. ft.	Total Volume: 0 cu. ft.
Room Count	5 3 2.00	4 2 1.11	5 3 2.00	5 3 2.00
Gross Living Area	1,188 sq. ft.	1,277 sq. ft.	1,028 sq. ft.	1,040 sq. ft.
Basement & Finished	Full/1,188 sq. ft.	Full/872 sq. ft.	Full/1,196 sq. ft.	Full/1,040 sq. ft.
Rooms Below Grade	0	Fin. 2-1-1/272'	Fin. 2-1-1/272'	0
Functional Utility	Satisfactory	Satisfactory	Satisfactory	Satisfactory
Heating/Cooling	NWBB	NWBB	Electric	NWBB
Energy Efficient Items	None	None	None	None
Garage/Carport	None	None	1 Car Gar. Bsm	None
Porch/Patio/DNA	Deck	Deck	Deck	Deck
Fireplaces	1 Fireplace	None	2 Fireplaces	1 Fireplace
Net Adjustment (Total)		\$ -34,000	\$ -78,500	\$ -28,000
Adjusted Sale Price		Net Adj: -8%	Net Adj: -18%	Net Adj: -7%
Of Comparables		Gross Adj: 28%	Gross Adj: 22%	Gross Adj: 21%
		\$ 351,000	\$ 348,500	\$ 382,000

I [X] did [] did not research the sale or transfer history of the subject property and comparable sales. If not, explain:

My research [] did [X] did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.
Data source(s): Public Records

My research [] did [X] did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.
Data source(s): Public Records

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (upon additional prior sales on page 3).

ITEM	SUBJECT	COMPARABLE SALE #1	COMPARABLE SALE #2	COMPARABLE SALE #3
Date of Prior Sale/Transfer				
Name of Prior Sale/Transfer				
Data Source(s)	Public Records	Public Records	Public Records	Public Records
Effective Date of Data Source(s)	01/14/2022	01/14/2022	01/14/2022	01/14/2022

Analysis of prior sale or transfer history of the subject property and comparable sales: No recent sales or transfers for the subject or the sales were found.

Summary of Sales Comparison Approach: The highest sale within the immediate subdivision was #19 Esker Place, \$236,625 on 03/02/2010. The above sales were considered to be most similar of the 30 sales viewed. After necessary market indicated adjustments were made, all sales were considered to be similar value indicators on a unit basis. Time of sale was adjusted as increasing of 1% per month. Weight was differences of \$60 a sq. ft., hallrooms \$10,000 full and \$6,000 half; semi fin area @ \$20 a sq. ft., plus \$10,000 for hallrooms; all other adjustments were based on appraisal judgment. All adjustments and the value conclusion were rounded.

Indicated Value by Sales Comparison Approach: \$ 350,000

Indicated Value by Sales Comparison Approach: \$ 350,000 Cost Approach (if developed): \$40,000 Income Approach (if developed): 0

Both the Cost and Sales Comparison Approaches were developed; however, the Cost Approach received little consideration, because estimates of depreciation for older houses are considered to be speculative, and the land value could not be substantiated in this fully developed mature neighborhood.

This appraisal is made [] as is [] subject to completion of plans and specifications on the basis of a hypothetical condition that the improvements have been completed. [] subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed. [X] subject to the following repairs or alterations based on the extraordinary assumption that the condition or deficiency does not require attention in repair. Appraised in Fee Simple, assuming that Affordability Restrictions can be imposed.

Based on a visual inspection of the exterior areas of the subject property from at least the street, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$: 350,000 as of 01/12/2022

Exterior-Only Inspection Residential Appraisal Report

RE: Property Inspection:

This appraisal report is not a building frame inspection, the appraiser only performed a visual inspection of accessible areas and the appraiser can not be relied upon to disclose conditions and/or defects in the property. The intended user of this report is the referenced lending institution and simply because the borrower or third party receives a copy of this appraisal, it does not mean that the borrower or third party is an intended user as that term is defined in the LIRAR form.

Re: Cost Approach

The Cost Approach has only been developed by the appraiser as an analysis to support the opinion of the property's market value. Use of this data, in whole or in part, for other purposes is not intended by the appraiser. Nothing set forth in the appraisal should be relied for the purpose of determining the amount or type of insurance coverage to be placed on the subject property. The appraiser assumes no liability for and does not guarantee that any insurable value estimate inferred from this report will result in the subject property being fully insured for any loss that may be sustained. Further, the Cost Approach may not be a reliable indication of replacement or reproduction cost for any date other than the effective date of this appraisal due to changing costs of labor or materials and due to changing building codes and government regulations and requirements.

ADDITIONAL COMMENTS

Blank area for additional comments.

COST APPROACH TO VALUE (if applicable)

Support for the opinion of site value (summary of comparable land sales or other methods for valuing the value). The land value estimate was made by the Extraction Method from the comparable sales used in the Sales Comparison Approach, as the neighborhood is fully developed and recent sales of similar area / utility vacant building sites were not found in this fully developed market area.

ESTIMATED	REPRODUCTION OR	REPLACEMENT COST NEW	OPINION OF SITE VALUE	=	VALUE			
Source of cost data	Local Builders		Dwelling	1,188	Sq. Ft. @ 175.00	=	207,900	
Quality adjustment	Average	Effective date of cost data	Garage	1,166	Sq. Ft. @ 30.00	=	35,000	
Comments on Cost Approach (gross living area calculations, depreciation, etc.)			(pl. deck)			=	15,000	
The estimate of physical depreciation was made by the Age / Life Method			Garage/Carport	0	Sq. Ft. @ 0.00	=	0	
			Total Estimate of Cost-New			=	258,500	
			Less	Physical D.	Functional D.	Extern. D.		
			Depreciation	46,537	0	0	=	46,537
			Adjusted Cost of Improvements				=	212,000
			*Acq. Value of Site Improvements				=	15,000
Estimated Remaining Economic Life (E.L.) and VA only	40	Years	Included Value by Cost Approach			=	340,000	

COST APPROACH

INCOME APPROACH TO VALUE (if applicable)

Estimated Monthly Market Rent \$ 0 X Gross Multiplier 0.00 = \$ 0 Included Value by Income Approach
Summary of Income (including support for market rent and GRM). There was insufficient Subject/Rental data available to complete a Gross Rent Multiplier, therefore, the Income Approach was not considered.

INCOME

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/owner in control of the Homeowners Association (HOA)? Yes No - Unit type(s) Detached Attached
Provide the following information for PUDs ONLY if the developer/owner is in control of the HOA and the subject property is an attached dwelling unit.
Local Name of Project _____
Total number of phases _____ Total number of units _____ Total number of units sold _____
Total number of units marketed _____ Total number of units for sale _____ Date source _____
Was the project created by the conversion of existing building(s) into a PUD? Yes No. If Yes, date of conversion _____
Does the project contain any multi-family units? Yes No. Date source _____
Are the utility, common elements, and recreation facilities complete? Yes No. If No, describe the status of completion _____
Are the common elements leased to or by the Homeowners Association? Yes No. If Yes, describe the initial terms and scope _____
Describe common elements and recreational facilities _____

PROJECT INFORMATION

Flaherty Associates
SUBJECT PHOTO ADDENDUM

File No. Nelson
Case No. 0001

Borrower Estate of Lon Leo Nelson

Property Address 6 Esker Pl

City East Falmouth

County

Barnstable

State

MA

Zip Code

02536

Lender/Clerk Cape Cod Five Cents Savings Bank

Address 1500 Nahough Road, Hyannis, MA 02601



**FRONT OF
SUBJECT PROPERTY**
6 Esker Pl
East Falmouth, MA 02536



**REAR OF
SUBJECT PROPERTY**



STREET SCENE

Fisherly Associates
COMPARABLES 1-2-3

File No. Nelson
Case No. 0001

Borrower: Estate of Lori Lee Nelson

Property Address: 5 Eaker Pl

City: East Falmouth

County:

Barnstable

State:

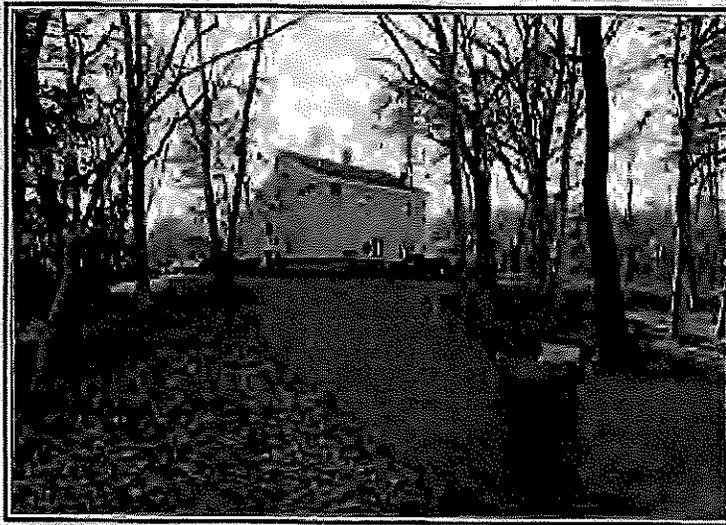
MA

Zip Code:

02536

Lender/Client: Cape Cod Five Cents Savings Bank

Address: 1600 Lynough Road, Hyannis, MA 02601



COMPARABLE SALE # 1
27 Cutler Dr
East Falmouth, MA 02536



COMPARABLE SALE # 2
7 Wheelhouse Circle
East Falmouth, MA 02536



COMPARABLE SALE # 3
39 Rail Ave
East Falmouth, MA 02536

Borrower: Elaine & Lon Lee Nelson

Property Address: 5 Erker Pl

City: East Falmouth

County:

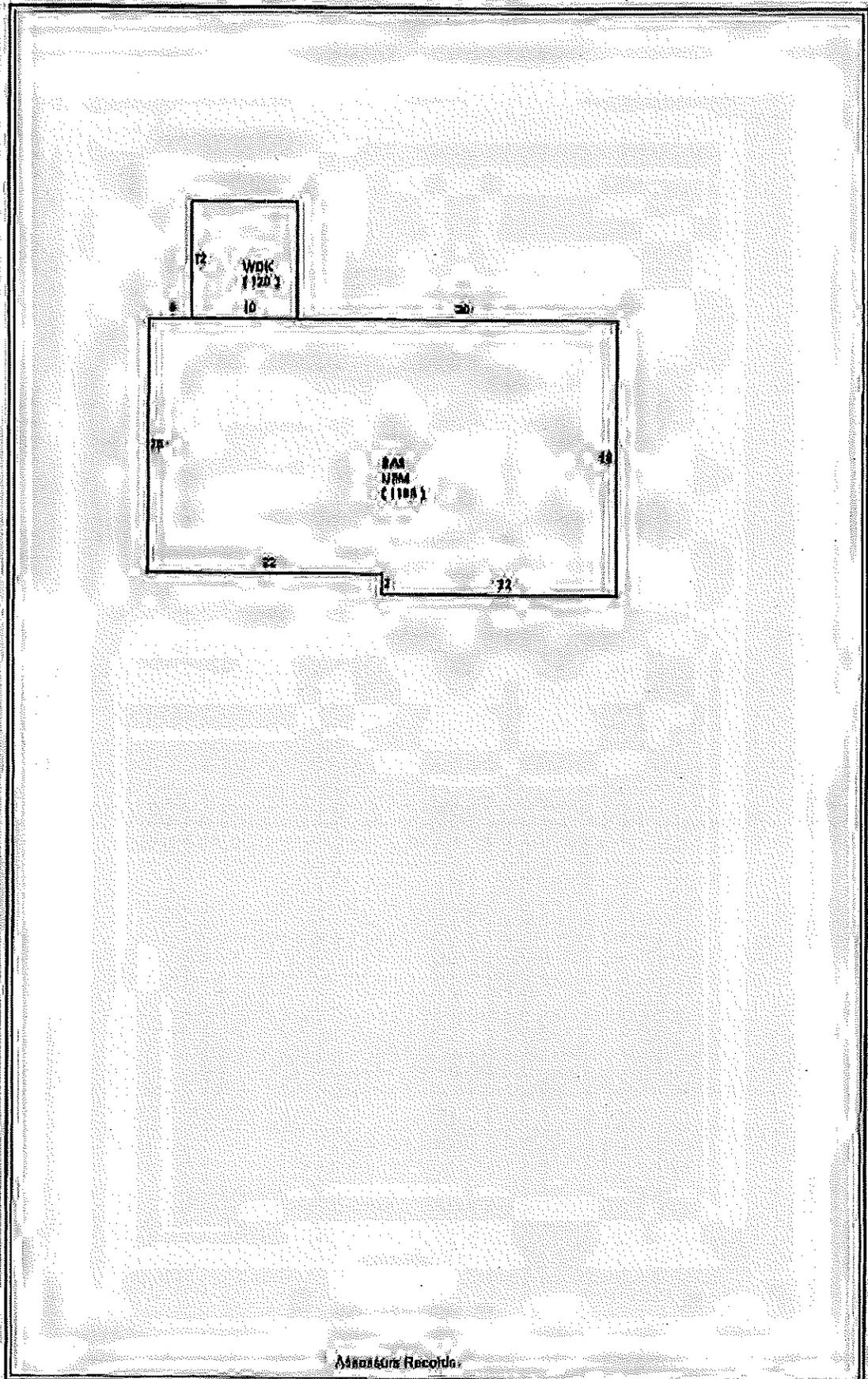
Township:

State: MA

Zip Code:

Lender/Clerk: Cape Cod Five Cents Savings Bank

Address: 1601 Jannough Road, Falmouth, MA 02801



Annotations Record:

Borrow: Estate of Louisa Nelson

Property Address: 5 Essex Pl

City: East Falmouth

County: Barnstable

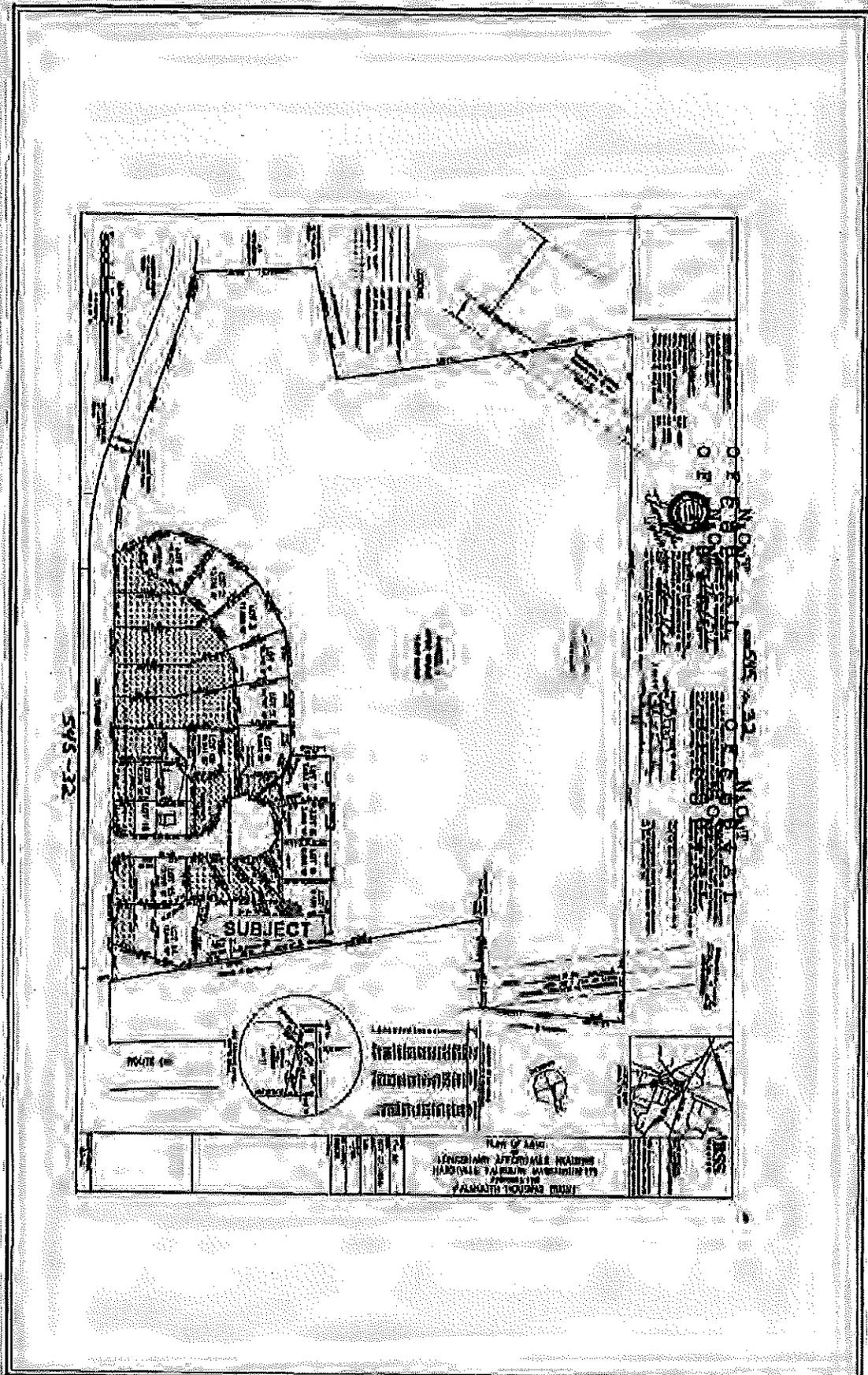
State: MA

Zip Code: 02543

Address: 1000 Wambull Road, Hyannis, MA 02601

Lender/Bank: Cape Cod Five Cent Savings Bank

Address: 1000 Wambull Road, Hyannis, MA 02601



Fishery Associates
LOCATION MAP ADDENDUM

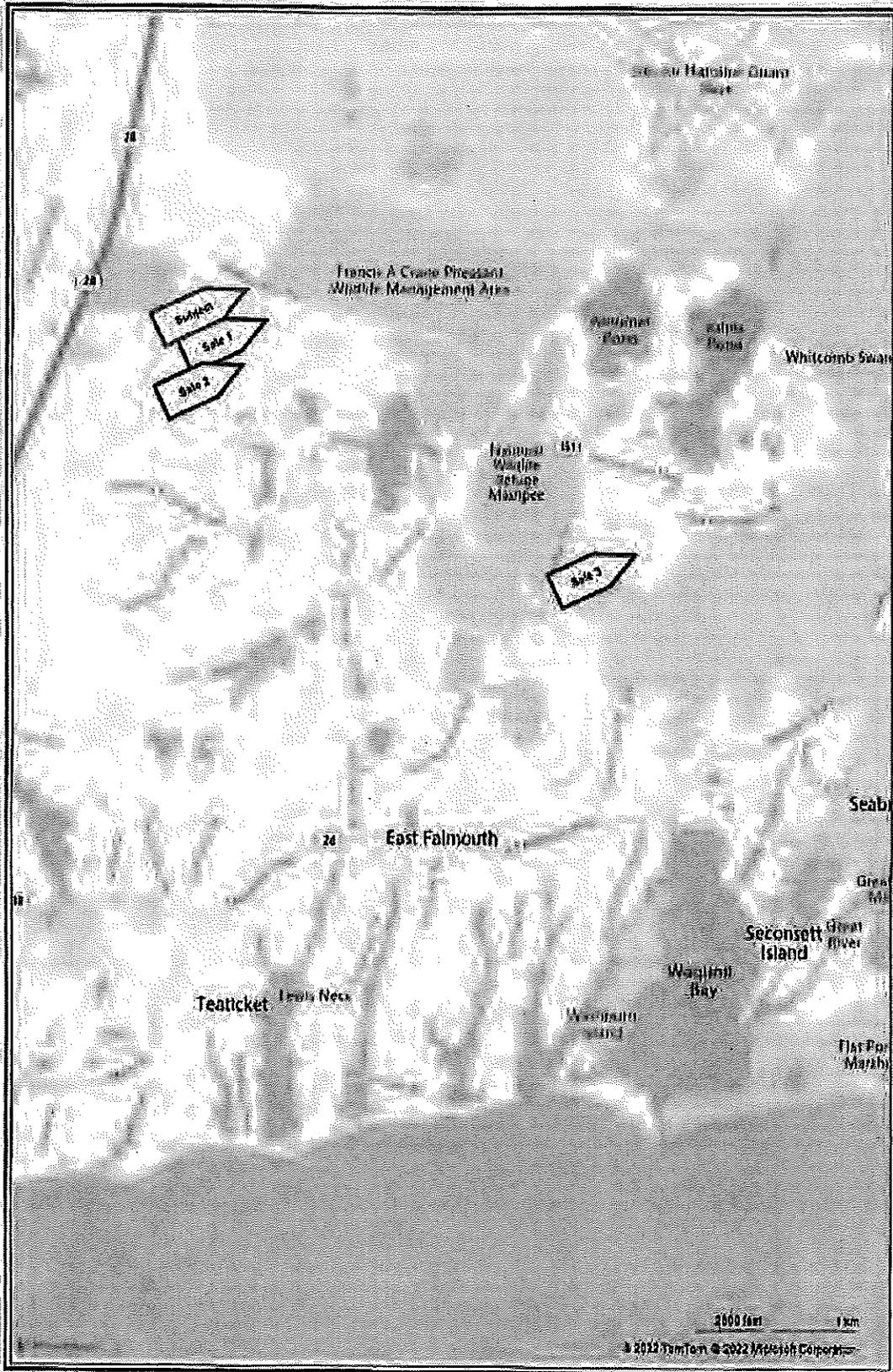
File No. Nelson
Case No. 0001

Borrower Estate of Lori Lee Nelson

Property Address 6 Eaker Pl

City East Falmouth County Hamstable State MA Zip Code 02530

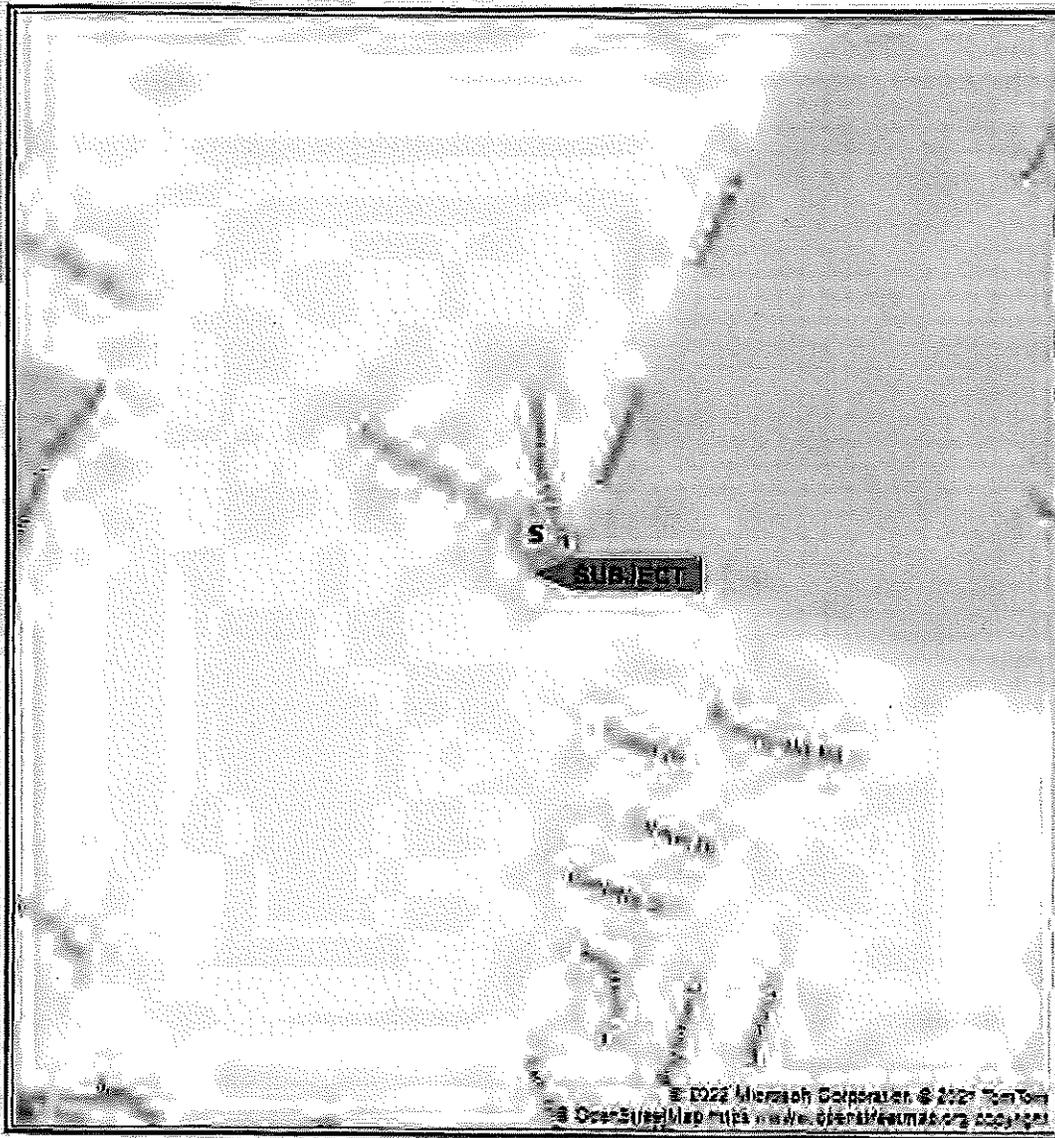
Lender/Client Cape Cod Five Cents Savings Bank Address 1500 Yanough Road, Hyannis, MA 02601



Flaherty Associates
FLOOD MAP ADDENDUM

File No. Nelson
 Case No. 0001

Borrower: Estate of Lori Lee Nelson
 Property Address: 5 Baker Pl
 City: East Falmouth County: Barnstable State: MA Zip Code: 02536
 Lender/Client: Cape Cod Five Cent Savings Bank Address: 1500 Manough Road, Hyannis, MA 02601



Flood Map Legend

	Areas inundated by 100-year flooding
	Areas inundated by 500-year flooding
	Areas of undetermined but possible flood hazards
	Floodway areas with velocity hazard
	Floodway areas
	COBRA zones

Flood Zone Determination

In Special Flood Hazard Area (Flood Zone)	Out
Within 250 ft. of multiple flood zones?	Not within 250 feet
Community:	255211
Community Name:	FALMOUTH, TOWN OF
Map Number:	25001G051AJ
Zone: X	Panel: 0614J
	Panel Date: 07/10/2014
FIPS Code: 25001	Census Tract: 0144-02

This Report is for the sole benefit of the Customer that ordered and paid for the Report and is based on the property information provided by that Customer. That Customer's use of this Report is subject to the terms agreed to by that Customer when accessing this product. THE SELLER OF THIS REPORT MAKES NO REPRESENTATIONS OR WARRANTIES TO ANY PARTY CONCERNING THE CONTENT, ACCURACY, OR COMPLETENESS OF THIS REPORT INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The seller of this Report shall not have any liability to any third party for any use or misuse of this Report.

This appraisal report is subject to the scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications.

SCOPE OF WORK: The scope of work for this appraisal is defined by the simplicity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser shall, at a minimum: (1) research, verify, and analyze data from suitable public and/or private sources; and (2) report to the client analysis, opinions, and conclusions in this appraisal report.

The appraiser must be able to obtain adequate information about the physical characteristics (including, but not limited to, condition, room count, gross living area, etc.) of the subject property from the exterior-only inspection and reliable public and/or private sources to perform this appraisal. The appraiser should use the same type of data sources that he or she uses for comparable sales such as, but not limited to, multiple listing services, tax and assessment records, prior inspections, appraisal files, information provided by the property owner, etc.

DEFINITION OF MARKET VALUE: The definition of market value is the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale on a specified date and the passing of title from seller to buyer under conditions whereby (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property and unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area. These costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparison to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a dollar-for-dollar basis but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she becomes aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinion about the title.
2. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, warranties or implied, regarding this determination.
3. The appraiser will not give testimony or appear in court because he or she makes an appraisal of the property in question, unless special arrangements to do so have been made beforehand, or as otherwise required by law.
4. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any neglecting or failing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
5. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, abandoned and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a visual inspection of the exterior of the subject property from at least the street. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of the Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have obtained comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, written, analyzed, and reported on any current improvement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sales, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, the assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report with, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present information supporting) a predetermined specific value, a predetermined minimum value, a range or direction of value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks; I have not authorized anyone to make a change to any item in this appraisal report, therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.

20. I identified the client in this appraisal report with the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

21. I am aware that any disclosure or distribution of this appraisal report by me or the client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practices that pertain to disclosure or distribution by me.

22. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy of representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that

- I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
- I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
- The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
- This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
- If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy of representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature: *Timothy J. Flaherty*
 Name: Timothy J. Flaherty
 Company Name: Flaherty Associates
 Company Address: 54 Thilly Place
 Centerville, MA 02632
 Telephone Number: 508-778-1223
 Email Address: timflaherty@flahertyassociates.com; cent@tjz.net
 Date of Signature and Report: 01/15/2022
 Effective Date of Appraisal: 01/12/2022
 State Certification #: 405
 of State License #: _____
 or Other (describe): _____ State #: _____
 State: MA
 Expiration Date of Certification or License: 07/29/2023

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature: _____
 Name: _____
 Company Name: _____
 Company Address: _____
 Telephone Number: _____
 Email Address: _____
 Date of Signature: _____
 State Certification #
 or State License #: _____
 State: _____
 Expiration Date of Certification or License: _____

ADDRESS OF PROPERTY APPRAISED

5 Esker Pl
 East Falmouth, MA 02536

SUBJECT PROPERTY

- Did not inspect exterior of subject property
 Did inspect exterior of subject property from street
 Date of inspection: _____

APPRAISED VALUE OF SUBJECT PROPERTY \$ 350,000

CLIENT

Contact: Eren Ahmy, Collections Representative II
 Client Name: Cape Cod Five Cents Savings Bank
 Client Address: 1500 Yarmouth Road
 Hyannis, MA 02601
 Email Address: eahmy@capcodfive.com

COMPARABLE SALES

- Did not inspect exterior of comparable sales from street
 Did inspect exterior of comparable sales from street
 Date of inspection: _____

OPEN SESSION

BUSINESS

2. Approve one-time five-year extension of the Solid Waste Management Intermunicipal Agreement with the Town of Bourne
(10 minutes)



AGENDA ITEM SUMMARY SHEET

ITEM NUMBER: Business 2.

ITEM TITLE: Vote to approve the Falmouth / Bourne Solid Waste Management Intermunicipal Agreement one-time 5-year extension.

MEETING DATE: 12/18/2023

WORK SESSION **REGULAR MEETING** **PUBLIC HEARING**

SUBMITTED BY: Peter McConarty, Director of Public Works

ATTACHMENTS: Town of Bourne ISWM - Intermunicipal Agreement

PURPOSE:

The Town of Falmouth needs to have a collection drop-off facility for its curbside residential and municipal solid waste contract.

BACKGROUND/SUMMARY:

- The current Solid Waste Management Intermunicipal Agreement (attached) with the Town of Bourne expires on December 31, 2024.
- The Town of Falmouth has a 1-time option to extend the agreement by 5 years until December 31, 2029.
- Written notice needs to be sent to the Town of Bourne before December 31, 2023.
- The Agreement states that the extension will follow the same terms and conditions as contained in the original Agreement.

- According to the in-place rate structure, the disposal rate on January 1, 2025, should be \$74.25/Ton.
- Per the Agreement, the Town of Falmouth's extension renewal is contingent upon sufficient ISWM capacity (airspace) that is necessary to accommodate Falmouth's volume.

DEPARTMENT RECOMMENDATION:

Public Works recommends approval of a one-time 5-year extension with the Town of Bourne Integrated Solid Waste Management Facility for receiving Town of Falmouth residential and municipal solid waste.

OPTIONS:

- Motion to approve the one-time 5-year extension with the Town of Bourne Integrated Solid Waste Management Facility for receiving Town of Falmouth municipal solid waste.
- Motion to deny approval of the one-time 5-year extension and seek proposals from Waste Connections to Haul off-cape.
- Motion to direct staff to investigate the option of transporting municipal waste off-cape by rail.

BUDGET INFORMATION: Applicable: Not Applicable: Budgeted: Yes No

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

FINANCE DIRECTOR COMMENTS (IF APPLICABLE):

N/A

TOWN MANAGER COMMENTS:

The Town Manager recommends that the Select Board approve the one-time 5-year extension with the Town of Bourne Integrated Solid Waste Management Facility for receiving Town of Falmouth residential and municipal solid waste.

Michael Renshaw

Town Manager

12/13/2023

Date



Mailing:
24 Perry Avenue
Buzzards Bay MA 02532
(508) 739-0651

TOWN OF BOURNE
Department of
Integrated Solid Waste Management



Location:
201 MacArthur Blvd
Bourne MA 02532
Fax: (508) 739-0652

INTERMUNICIPAL AGREEMENT

Between
The Town of Bourne
And
The Town of Falmouth

THIS INTERMUNICIPAL AGREEMENT is entered into this 24 day of June, 2013, by and between the Town of Bourne, Massachusetts, acting herein by and through its Town Administrator, with offices located at 24 Perry Avenue, Buzzards Bay, Massachusetts 02532 (the "Town of Bourne") and the Town of Falmouth, Massachusetts, acting herein by and through its Board of Selectmen, with offices located at 59 Town Hall Square, Falmouth, Massachusetts 02540 (the "Town of Falmouth").

RECITALS

WHEREAS, the Town of Falmouth desires to enter into an agreement for certain solid waste management services and is willing to deliver or cause to be delivered to the Bourne Landfill no less than all of the municipal solid waste (MSW) produced from the Town of Falmouth's own residential population and town buildings that is in its direct control and not from commercial sources; and

WHEREAS, the Town of Bourne operates the Integrated Solid Waste Management (ISWM) Facility including the Bourne Landfill and said Facilities are staffed by Town of Bourne employees and the Town of Bourne is solely responsible for salaries, wages, benefits, insurance, ect. for those individuals; and

WHEREAS, the Town of Bourne operates the Integrated Solid Waste Management (ISWM) Facility including the Bourne Landfill and is willing to accept Solid Wastes according to the terms and conditions stated herein; and

WHEREAS, this agreement sets forth the terms and conditions pursuant to which the Town of Bourne will provide services to the Town of Falmouth for disposal of Solid Wastes; and

WHEREAS, both parties shall maintain accurate and comprehensive records of all transactions completed in accordance with this agreement, each party shall make its original records or copies thereof available for inspection or audit by the other party upon request without the payment of any fee; and

WHEREAS, the Town of Bourne and the Town of Falmouth have duly authorized the undersigned officials to execute this Agreement on behalf of and as the act and deed of their respective municipalities;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual benefits to be obtained hereby, the Town of Bourne and the Town of Falmouth agree as follows:

TERM

This Agreement shall take effect upon authorization by the Town Administrator of the Town of Bourne and shall remain in effect for Calendar years 2015 through 2024 (from January 1, 2015 until December 31, 2024), provided that the Town of Bourne Landfill maintains duly permitted landfill airspace with all applicable approvals from local, regional, state and federal regulatory agencies. Should the Town of Bourne fail to obtain or maintain all applicable approvals from local, regional, state and federal regulatory agencies necessary to operate The Town of Bourne Department of Integrated Solid Waste Management Facility, including but not limited to the landfill, the Town of Bourne shall be obligated to supply alternative disposal options for Falmouth's waste for up to thirty (30) days should the ISWM facility close for reasons attributable to Bourne's operational negligence. In the event that the ISWM Facility becomes the subject of any local, regional, state or federal regulatory compliance enforcement action the Town of Bourne will notify the Town of Falmouth within thirty days of said notice. The Town of Bourne hereby provides the Town of Falmouth with one (1), five (5) year renewal option under the same terms and conditions as contained in the original agreement, with the exception that Bourne's offer to renew is contingent upon sufficient capacity (airspace) at the Bourne Landfill necessary to accommodate the anticipated volume of municipal solid waste (MSW) produced from the Town of Falmouth's own residential population and town buildings that is in its direct control and not from commercial sources. The Town of Falmouth shall exercise its option by giving the Town of Bourne not less than one (1) year's written notice (by December 31, 2023) prior to the expiration date of the initial term. The Town of Bourne shall have no more than sixty (60) days to provide Falmouth notice of Bourne's ability to accommodate the renewal term based on available airspace and anticipated volumes to be supplied by Falmouth during the renewal term.

DELIVERY SPECIFICATIONS

The Town of Bourne Landfill will accept MSW wastes transported by independent contractors under the direction of the Town of Falmouth via privately owned discharge-type vehicles from the Town of Falmouth during regular business hours. These business hours might be changed or modified at the sole discretion of the Town of Bourne, which shall provide written notification to the Town of Falmouth at least ten days prior to implementing said changed or modified business hours.

Independent contractors under the direction of the Town of Falmouth transporting the Town of Falmouth's wastes shall be solely responsible for the off-loading of vehicles transporting the Town of Falmouth's wastes, as well as for any and all mechanical failures, damage to vehicles transporting the Town of Falmouth's wastes and personal injury, which may occur while on Town of Bourne property. Drivers shall not queue beyond the capacity of the left turn lane at any U-turn on Route 28 MacArthur Boulevard southbound or northbound. In the event that the driver arrives

at a U-turn where the left turn lane queue is full, the driver shall proceed to the next U-turn or rotary for reversing direction. Drivers shall utilize the most direct route to and from the Facility and not travel unnecessarily on secondary roads. Drivers shall be responsible for exercising caution at all times and be observant of potential hazards to self and equipment, which might exist from time to time. Drivers shall not smoke or cause any open flames while at Town of Bourne property. While at the Bourne Landfill, drivers shall not utilize cellular telephones. Drivers shall use extreme caution and wear hardhats, safety glasses, puncture-resistant boots and brightly colored safety clothing while outside of the delivery vehicle to facilitate unloading. At all other times, Drivers shall remain inside vehicle cabs and shall not scavenge through waste or loiter outside the vehicle at any time. Drivers shall follow any and all rules, regulations and directions given by Town of Bourne staff while at Town of Bourne property, report any and all accidents to the Town of Bourne immediately and promptly prepare written documentation thereof as may be requested by the Town of Bourne.

WASTE BAN MATERIALS

Solid Wastes delivered to the ISWM Facility for disposal shall be delivered in full compliance with local, state and federal rules, regulations and policies. The Department of Environmental Protection (DEP) at 310 CMR 19.017 Waste Control specifically bans the transfer and/or the delivery of the following for disposal: lead batteries, leaves, tires, white goods, yard waste, aluminum containers, metal or glass containers, single polymer plastics, recyclable paper, cathode ray tubes, asphalt pavement, brick, concrete, clean gypsum wall board, metal and wood (all according to DEP definitions). The Town of Falmouth agrees to fully comply with current DEP and Town of Bourne waste bans, rules and policies for implementation of waste bans and any future changes and additions that may be promulgated. Waste banned materials discovered in loads delivered for disposal shall be subject to applicable surcharges set by the Town of Bourne or outright rejection of individual materials or of the entire load solely at the discretion of the Town of Bourne.

ACCEPTABLE MATERIALS

Residential MSW produced within the Town of Falmouth will be accepted at the ISWM Facility subject to rules, applicable fees and surcharges promulgated by the Town of Bourne.

UNACCEPTABLE MATERIALS

The Town of Falmouth must call the Bourne Landfill in advance to determine the suitability of any items not listed as "Acceptable Materials" above. Materials listed below ("Unacceptable Materials") that are delivered to the ISWM Facility will be subject to handling surcharges and may be reloaded onto the Town of Falmouth's delivery vehicle. Unacceptable Materials identified after the Town of Falmouth has exited Town of Bourne property will be segregated for removal by the Town of Falmouth or otherwise handled by the Town of Bourne. The Town of Bourne will notify the Town of Falmouth directly at the Bourne Landfill or by telephone or facsimile of unacceptable materials delivered within two (2) hours of discovery. The Town of Falmouth agrees that it will responsibly manage any Unacceptable Materials in accordance with any and all applicable laws, rules, regulations and policies promulgated by local, regional, state or federal agencies. The Town of Falmouth agrees to bear any and all expenses incurred by the Town of Bourne plus fifteen percent (15%) caused from Unacceptable Materials delivered to the ISWM Facility by the Town of Falmouth including, but not limited to: expenses related to emergency response; materials handling; personnel; environmental assessment; environmental remediation; and fines. In addition, delivery of certain materials to the Facility is a violation of applicable law.

Such incidents may result in reporting to regulatory authorities, legal action, fines and a loss of future access to the Bourne Landfill.

Unacceptable Materials.

- Commercial or industrial wastes.
- Bulky Non-MSW wastes
- Subtitle C hazardous materials (including, but not limited to batteries, paint, fuel, oil, gasoline, pesticides).
- Explosive materials.
- Corrosive materials.
- Pathological or biological waste.
- Radioactive waste.
- Motor vehicles.
- Gas cylinders.
- Tanks and drums of any kind.
- Rolls of any material.
- Liquid waste.
- Gases of any type.
- PCB light ballasts.
- Mercury bearing products.
- Asbestos.
- White Goods.
- Air Conditioners.
- Cathode Ray Tubes.
- Tires.
- Asphalt pavement
- Brick
- Concrete
- Metal
- Wood (Construction and Demolition Debris)
- Animal carcasses
- Clean Gypsum Wallboard
- Any other waste material as may be determined unacceptable by the Massachusetts Department of Environmental Protection (MADEP), Bourne Board of Health and/or the United States Environmental Protection Agency.

Facility staff reserves the right to reject any material deemed unacceptable in their professional opinion.

Municipal Solid Waste (MSW) DISPOSAL RATE

MSW Disposal Rate (the Disposal Rate) is assessed on a per pound basis and quoted on a per ton basis as measured at the Bourne Landfill scales. The initial Disposal Rate for the management of

municipally generated Acceptable Materials, as defined above will be \$58.00 per ton as of January 1, 2015, increasing annually on January 1 of each succeeding year by the September to September consumer price index (Boston CPI-U) provided by the U. S. Department of Labor, Bureau of Labor Statistics, published each October, not to exceed 2.5% or drop below 1.5% This Disposal Rate expressly excludes commercial waste accepted by the Town of Falmouth and transferred to the ISWM Facility.

The above Disposal Rate is subject to Change in Law adjustments pursuant to the "Change in Law" provisions below.

CHANGE IN LAW

If any governmental or regulatory authority implements a change or changes in law or regulation that would directly and measurably impact Bourne's cost to operate the ISWM Facility the above listed rates will be subject to modification. In such an event, the Town of Bourne will provide the Town of Falmouth thirty (30) days written notice of the change in rate and the reasons for the required change. Falmouth will have fifteen (15) days to respond to Bourne's proposed rate increases by written notice. If Falmouth rejects Bourne's proposed rate increase Falmouth's written notice shall delineate the basis of the rejection and both parties agree to negotiate in good faith toward a mutually acceptable resolution. If resolution is not reached through negotiations within thirty (30) days of Falmouth's written response both parties shall endeavor to settle the dispute via a mutually agreed upon mediation procedure lasting no longer than thirty (30) days. Both parties agree that if resolution is not achieved through negotiation or mediation the matter shall be settled by binding arbitration by a single arbitrator in Boston, Massachusetts as provided by the American Arbitration Association or, if mutually agreed to by the parties, other organization or body.

From time to time, rules and regulations governing the operation of the ISWM Facility may be amended to satisfy local, regional, state or federal regulations and policies. The Town of Bourne will attempt to provide the Town of Falmouth with reasonable notice of any such changes. The Town of Falmouth agrees to abide by these amendments. If rules, regulations and/or policies are amended for operational or other, non-regulatory or non-legal reasons, notice will be provided to the Town of Falmouth at least 30 days before implementation.

TOWN OF FALMOUTH'S RESPONSIBILITY TO DELIVER APPROPRIATE MATERIAL

The Town of Falmouth agrees to deliver to the Facility, not less than all acceptable material, as defined above, that is directly under the Town of Falmouth's control and generated by the Town of Falmouth. Likewise the Town of Bourne agrees to accept at its facility, not less than all acceptable material, as defined above, that is directly under the Town of Falmouth's control and generated by the Town of Falmouth. This Agreement expressly excludes commercial wastes accepted by the municipality and transferred to the ISWM Facility.

FORCE MAJEURE

Except with respect to the performance of any obligations hereunder to make payments, a delay or failure of performance hereunder by either party shall not constitute an event of default under this Agreement if such delay or failure of performance is caused by any event or condition having a

material and adverse effect on the Town of Falmouth's or the Town of Bourne's ability to perform pursuant to this Agreement, if such event or condition is beyond the reasonable control of the Town of Falmouth or the Town of Bourne, including but not limited to acts of God, landslides, lightning, earthquakes, hurricanes, tornadoes, blizzards, fires, explosions, floods, acts of a public enemy, terrorism, wars, blockades, insurrections, riots, civil disturbances, labor disputes, strikes, work slowdowns, work stoppages, loss of access to the Bourne Landfill, a partial or entire delay or failure in the provision of necessary utilities or services to any part of the Bourne Integrated Solid Waste Management Facility including the Bourne Landfill, loss of permits or Change in Law. If such an event or condition beyond the reasonable control of the Town of Falmouth or the Town of Bourne as listed above occurs neither party shall be held responsible or liable for the additional costs necessary to establish and/or maintain lost services.

TERMS

NET 30 DAYS

AGREEMENT TERMINATION

The Town of Bourne may initiate suspension or termination proceedings relative to this agreement at any time by written notice to the Town of Falmouth, Falmouth will then have ten (10) business days upon receipt of written notice from Bourne to respond to Bourne with a proposed resolution. If the matter cannot be resolved to the satisfaction of both parties within twenty (20) days of the initial receipt by Falmouth of Bourne's wish to initiate proceedings then the matter will be resolved through arbitration by a selected arbitrator agreeable to both parties. Grounds to initiate suspension or termination proceedings are as follows:

- Failure of the Town of Falmouth, for any reason, to fulfill in a timely and proper manner its obligations as described herein.
- Three violations of any of the provisions of this Agreement, including the ISWM Facility Rules and Regulations delineated in this Agreement, by the Town of Falmouth in any consecutive four week period.

The Town of Falmouth may initiate suspension or termination proceedings relative to this agreement at any time by written notice to the Town of Bourne, Bourne will then have ten (10) business days upon receipt of written notice from Falmouth to respond to Falmouth with a proposed resolution. If the matter cannot be resolved to the satisfaction of both parties within twenty (20) days of the initial receipt by Bourne of Falmouth's wish to initiate proceedings then the matter will be resolved through arbitration by a selected arbitrator agreeable to both parties. Grounds to initiate suspension or termination proceedings are as follows:

- Failure of the Town of Bourne, for any reason, to fulfill in a timely and proper manner its obligations as described herein.
- Three violations of any of the provisions of this Agreement by the Town of Bourne in any consecutive four week period.

INDEMNIFICATION BY TOWN OF PALMOUTH

The Town of Palmouth hereby agrees to indemnify, defend (with counsel acceptable to the Town of Bourne), and hold harmless the Town of Bourne and its elected officials, management, employees, agents, contractors, successors and assigns (collectively, the "Bourne Indemnified Parties") against any and all liabilities, liens, penalties, fines, forfeitures, judgments, restoration costs, demands, deficiencies, damages, claims, causes of action and suits of any kind or character, and all reasonable costs and expenses incidental thereto that any or all of the Bourne Indemnified Parties may hereafter suffer, incur, be responsible for or pay out as a result of or in connection with the adverse impacts on the public health, safety or the environment that arises in any way from the transport of materials by the Town of Palmouth or the Town of Palmouth's agent to Town of Bourne property.

INDEMNIFICATION BY TOWN OF BOURNE

The Town of Bourne hereby agrees to indemnify, defend (with counsel acceptable to the Town of Palmouth), and hold harmless the Town of Palmouth and its elected officials, management, employees, agents, contractors, successors and assigns (collectively, the "Town of Palmouth's Indemnified Parties") against any and all liabilities, liens, penalties, fines, forfeitures, judgments, restoration costs, demands, deficiencies, damages, claims, causes of action and suits of any kind or character, and all reasonable costs and expenses incidental thereto that any or all of the Town of Palmouth's Indemnified Parties may hereafter suffer, incur, be responsible for or pay out as a result of or in connection with the adverse impacts on the public health, safety or the environment that arises from the negligence of the Town of Bourne related to the management or operation of the Bourne Integrated Solid Waste Management Facility.

ASSIGNMENT

Neither the Town of Palmouth nor the Town of Bourne may assign or in any way transfer its interest in and to this Agreement without obtaining the prior written consent of the other party.

SEVERABILITY

In the event that any of the provisions, portions, or applications of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, The Town of Bourne and the Town of Palmouth shall negotiate an equitable adjustment in the provisions of this Agreement to the mutual satisfaction of both parties while maintaining the original intent of the document. The validity and enforceability of the remaining provisions, portions or applications thereof shall not be affected thereby.

HOURS OF OPERATION

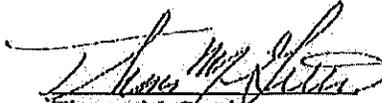
The Bourne Integrated Waste Management Facility is open from 7:00 a.m. to 4:00 p.m., Monday through Friday and from 7:00 am to Noon on Saturday. Other hours of operation will be made available upon mutual agreement between the parties. The facility is located on 201 MacArthur Blvd. Route 28 North, Bourne, MA. 02532, approximately one-half mile south of the Bourne Bridge. The Facility can be reached at (508) 759-0651.

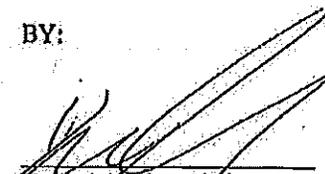
ISWM FACILITY:
TOWN OF BOURNE
MASSACHUSETTS

TOWN OF PALMOUTH:
TOWN OF PALMOUTH
MASSACHUSETTS

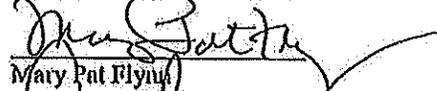
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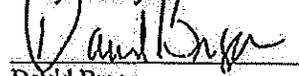
BY:


Thomas M. Guerino
Town Administrator

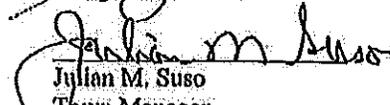

Kevin Murphy, Chairman


Brent Putnam, Vice Chairman


Mary Pat Flynn


David Braga

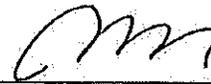

Doug Jones


Julian M. Suso
Town Manager

DATE: 1/24/13

DATE: 1/28/13

Approved as to Form


Robert S. Troy, Bourne Town Counsel

Approved as to Appropriation

Linda Marzelli, Bourne Finance Director

Approved as to Form


Frank Duffy, Palmouth Town Counsel

Approved as to Appropriation

Jennifer Pettit, Palmouth Town Finance Director

OPEN SESSION

BUSINESS

3. FY25 Operating Budget Presentation **(20 minutes)**



AGENDA ITEM SUMMARY SHEET

ITEM NUMBER: Business 3.

ITEM TITLE: FY25 Budget Presentation

MEETING DATE: 12/18/2023

WORK SESSION **REGULAR MEETING** **PUBLIC HEARING**

SUBMITTED BY: Mike Renshaw, Town Manager

ATTACHMENTS: Proposed FY25 Budget Presentation Slide Deck

PURPOSE:

The Town Manager will be presenting the proposed FY25 operating budget to the Select Board for discussion and a possible vote to move the proposed FY25 operating budget to the Finance Committee for its review.

BACKGROUND/SUMMARY:

- The Falmouth Home Rule Charter provides that a comprehensive budget, including all Town functions and a related Budget Message, be submitted to the Select Board prior to the first day of January, and for the Board to transmit the budget to the Finance Committee prior to January 16.
- The FY25 budgeting process was a challenge as a result of inflationary pressures.

- The proposed FY2025 Budget is balanced and based on very conservative revenue estimates.
- While the FY25 overall budget is a significant increase from FY24, I believe it addresses multiple strategic priority areas identified by the Select Board and, importantly, is representative of the true costs associated with operating a 21st century municipal government.

DEPARTMENT RECOMMENDATION:

The FY25 Budget is being presented for discussion purposes. While the Select Board may choose to vote to transmit the budget to the Finance Committee to begin its detailed review, the Board may also opt to postpone this action until its next meeting on January 8, 2024.

OPTIONS:

- Motion to transmit the FY25 budget to the Finance Committee.
- Take no formal action.

BUDGET INFORMATION: Applicable: Not Applicable: Budgeted: Yes No

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

FINANCE DIRECTOR COMMENTS (IF APPLICABLE):

N/A

TOWN MANAGER COMMENTS:

The FY25 Budget is being presented for discussion purposes. While the Select Board may choose to vote to transmit the budget to the Finance Committee to begin its detailed review, the Board may also opt to postpone this action until its next meeting on January 8, 2024.

Michael Renshaw

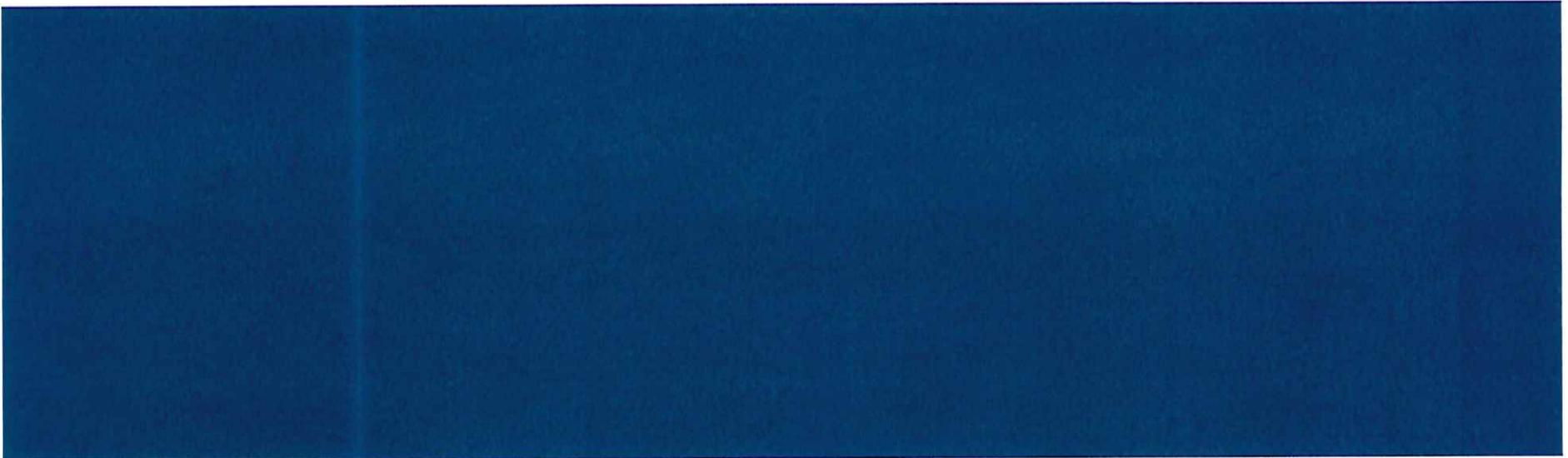
Town Manager

12/15/2023

Date

FY2025 BUDGET PRESENTATION

SELECT BOARD – DECEMBER 18, 2023



PRESENTATION OVERVIEW

- Guiding Principles
- Revenue Estimates
- Challenges & Strategic Plan Priorities
- Conclusions & Next Steps

GUIDING PRINCIPLES

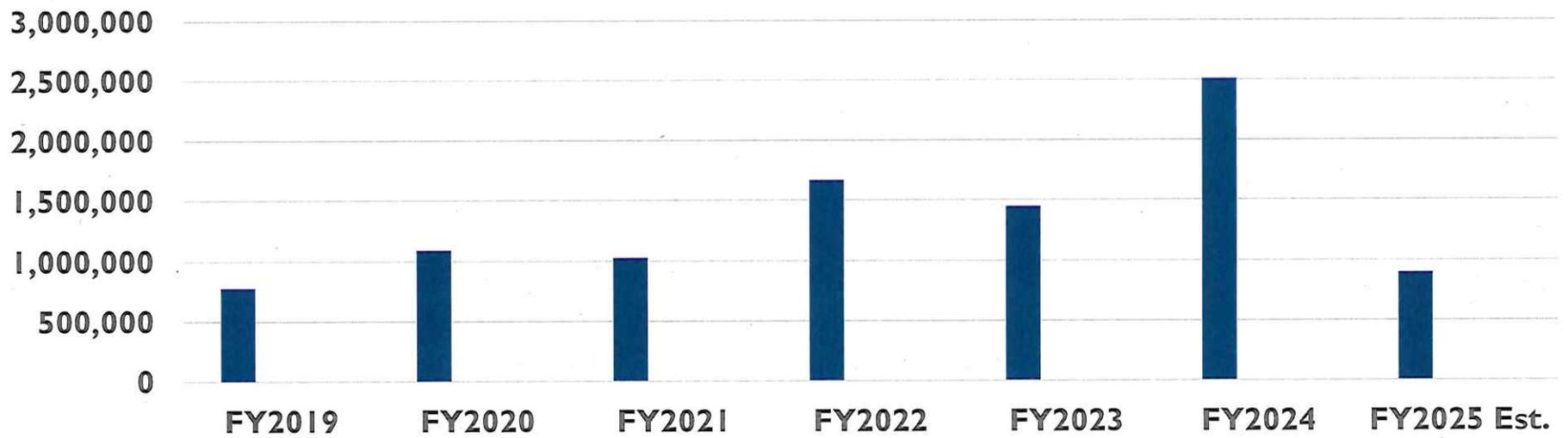
- Ensure long-term fiscal stability.
- Advance Select Board Strategic Plan priorities.
- Maintain basic services and infrastructure.
- No Proposition 2 ½ operating override.

LONG TERM FISCAL STABILITY

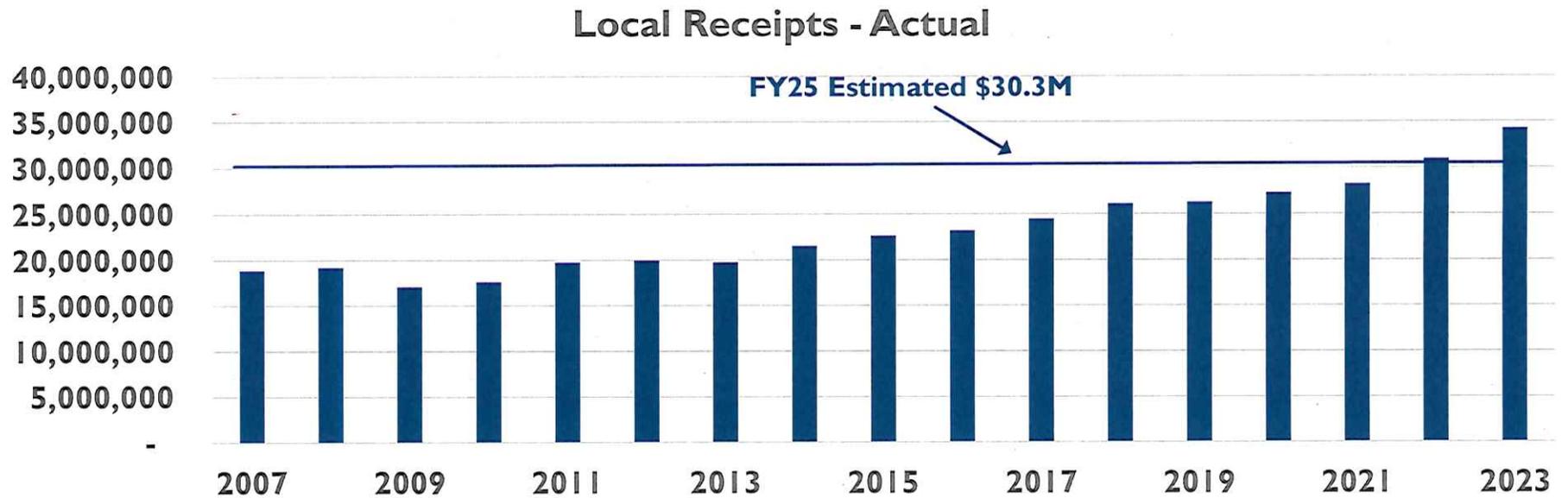
- Revenue growth continues to be strong.
- Unusual cost pressures for FY2025.
- Proposed FY2025 Budget is balanced and based on conservative revenue estimates.
- Propose substantial allocations to debt stabilization and capital stabilization to fund future capital improvements – particularly for large projects.

REVENUE OUTLOOK – PROPERTY TAXES

New Growth



REVENUE OUTLOOK – LOCAL RECEIPTS



REVENUE OUTLOOK – STATE REVENUES & AVAILABLE FUNDS

- State Aid net of charges represents small portion of Town budget – about \$1 million.
- State Aid more significant to School Department – about \$7 million net of charges.
- Available funds – \$1.4 million increase allocated to operating budget.
- As discussed at November Town Meeting, \$5.5 million Free Cash allocated to Capital Stabilization.

EXPENDITURES – CHALLENGING YEAR

WAGES

- Wages represents the largest portion of the Town budget.
- FY25 Budget includes wage settlements for 5 unions representing about half of all Town employees.
- \$400,000 allocated to a separate warrant article for union and non-union wages to be determined.
- Compensation increases exceed 2% COLA reflecting need to offer competitive wages to enhance recruitment & retention.

EXPENDITURES – CHALLENGING YEAR CONT.

- Fund \$500,000 cost of additional 14 Firefighters not covered by \$950,000 override.
- Health Insurance and Pension combined increase \$2.2 million.
- Inflation pressures: Solid Waste, Property & Casualty Insurance, Electricity, Chemicals (Water & Wastewater) combined increase of \$1.0 million.
- School Department facing cost pressures related to increasing 'high needs' student population and increased costs for special education. 9

EXPENDITURES - SCHOOL DEPARTMENT

School Department

- School Department requested \$2,596,633 increase is fully funded.
- School agreed to our request to offset \$550,000 of the increase by utilizing the Special Education stabilization fund and other non-General Fund accounts.

EXPENDITURES – STRATEGIC PLAN PRIORITIES

- Housing - \$950,000 for Falmouth Affordable Housing Fund from Rooms Excise Tax (Housing).
- 5 Essential New Positions:
 - Public Safety – 2 new Police Department Positions: Deputy Police Chief & 1 Patrol Officer (Health & Public Safety).
 - Wastewater Senior Project Manager (Water, Wastewater & SW Management).
 - Coastal Resilience Coordinator (Coastal/Natural Resources & Infrastructure).
 - Assistant HR Director (Organizational Effectiveness).
- Fire Overtime increase \$250,000 (Health & Public Safety).

EXPENDITURE – FUNDING RESERVES

Reserve Balances 12/12/2023

Free Cash	12,589,032
Capital Stabilization	4,940,993
General Stabilization	7,478,260
Debt Stabilization	1,442,325
Health Insurance	1,670,461
SPED	1,064,500

Funding Reserves

- Capital Stabilization goal is 2% - 5% of Budget = \$3.7M - \$9.1M
- Budget includes \$5.5M added to Capital Stabilization Fund
- \$784,660 Allocated for Debt Stabilization
- \$500,000 Allocated for OPEB (retiree health insurance)

FY25 OVERVIEW

- Revenue growth is very strong.
- Unusual cost pressures this year.
- Avoids cuts to service levels.
- Budget is balanced and based on conservative revenue estimates.
- Does not require an override - tax increase limited to 2.5% levy limit and “new growth.”
- Budget includes investments to address critical challenges and Select Board Strategic Plan FY23-FY27 priorities.
- Proposed budget does not include many department requests.

CONCLUDING REMARKS

- Town is fortunate to be able to maintain services and move forward with several Select Board priorities despite inflationary pressures driving up costs.
- Strong fiscal position thanks to longstanding practices established by Select Board and Finance Committee, and thanks to talented staff who carry out respective functions efficiently.
- We look forward to the Board's feedback and detailed Finance Committee review to follow.
- Select Board may vote to transmit the budget to Finance Committee tonight or January 8th.

OPEN SESSION

BUSINESS

4. Report – Energy Committee **(15 minutes)**



AGENDA ITEM SUMMARY SHEET

ITEM NUMBER: Business 4.

ITEM TITLE: Report- Energy Committee

MEETING DATE: 12/18/2023

WORK SESSION **REGULAR MEETING** **PUBLIC HEARING**

SUBMITTED BY: Mike Renshaw, Town Manager

ATTACHMENTS: Presentation

PURPOSE:

The Energy Committee will be presenting its annual report to the Select Board.

BACKGROUND/SUMMARY:

DEPARTMENT RECOMMENDATION:

This report is being provided for informational purposes only; no formal action is requested.

OPTIONS:

N/A

BUDGET INFORMATION: Applicable: Not Applicable: Budgeted: Yes No

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

FINANCE DIRECTOR COMMENTS (IF APPLICABLE):

N/A

TOWN MANAGER COMMENTS:

This report is being provided for informational purposes only; no formal action is requested.

Michael Renshaw

Town Manager

12/14/2023

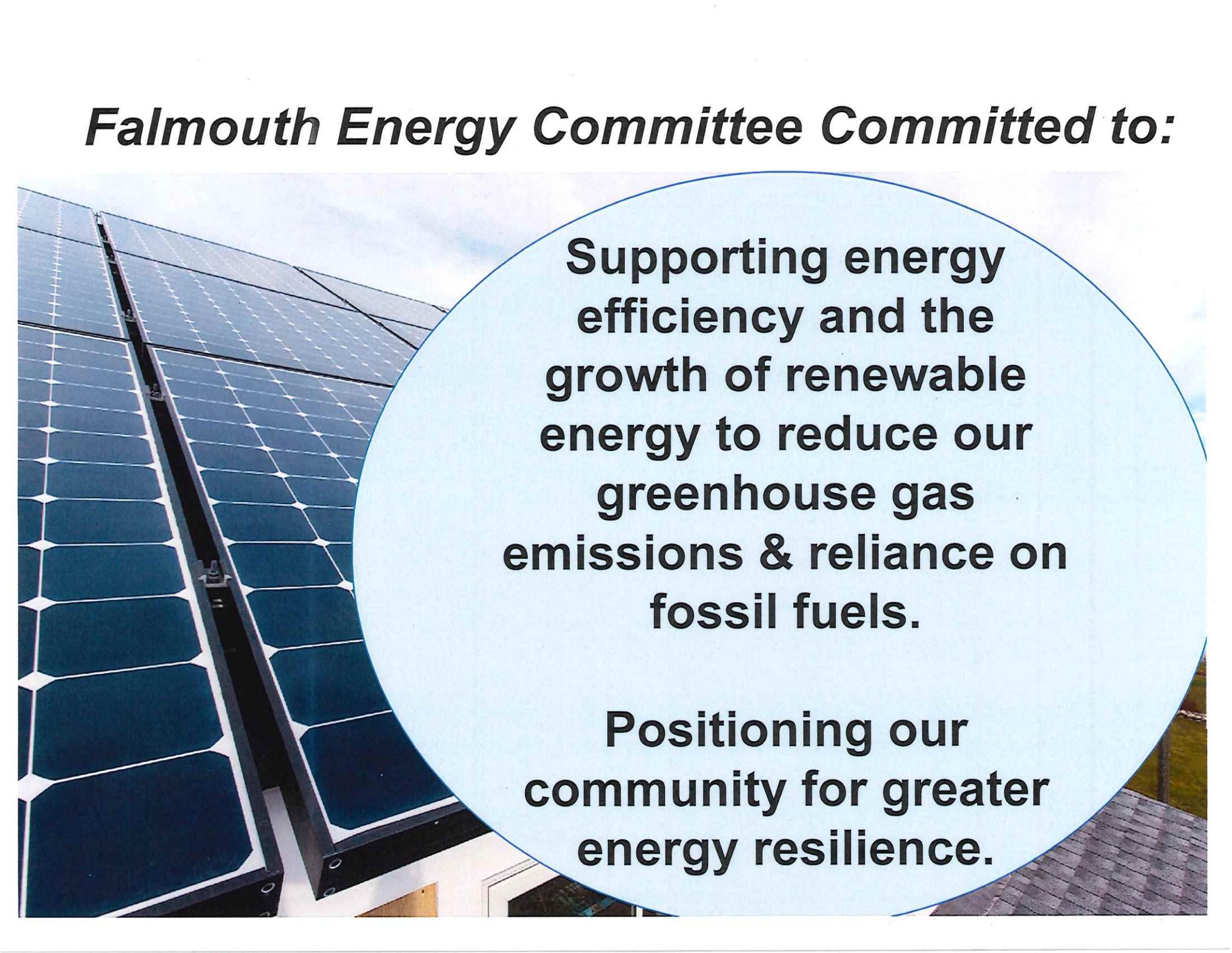
Date



Falmouth
Energy Committee
Update for
Selectboard

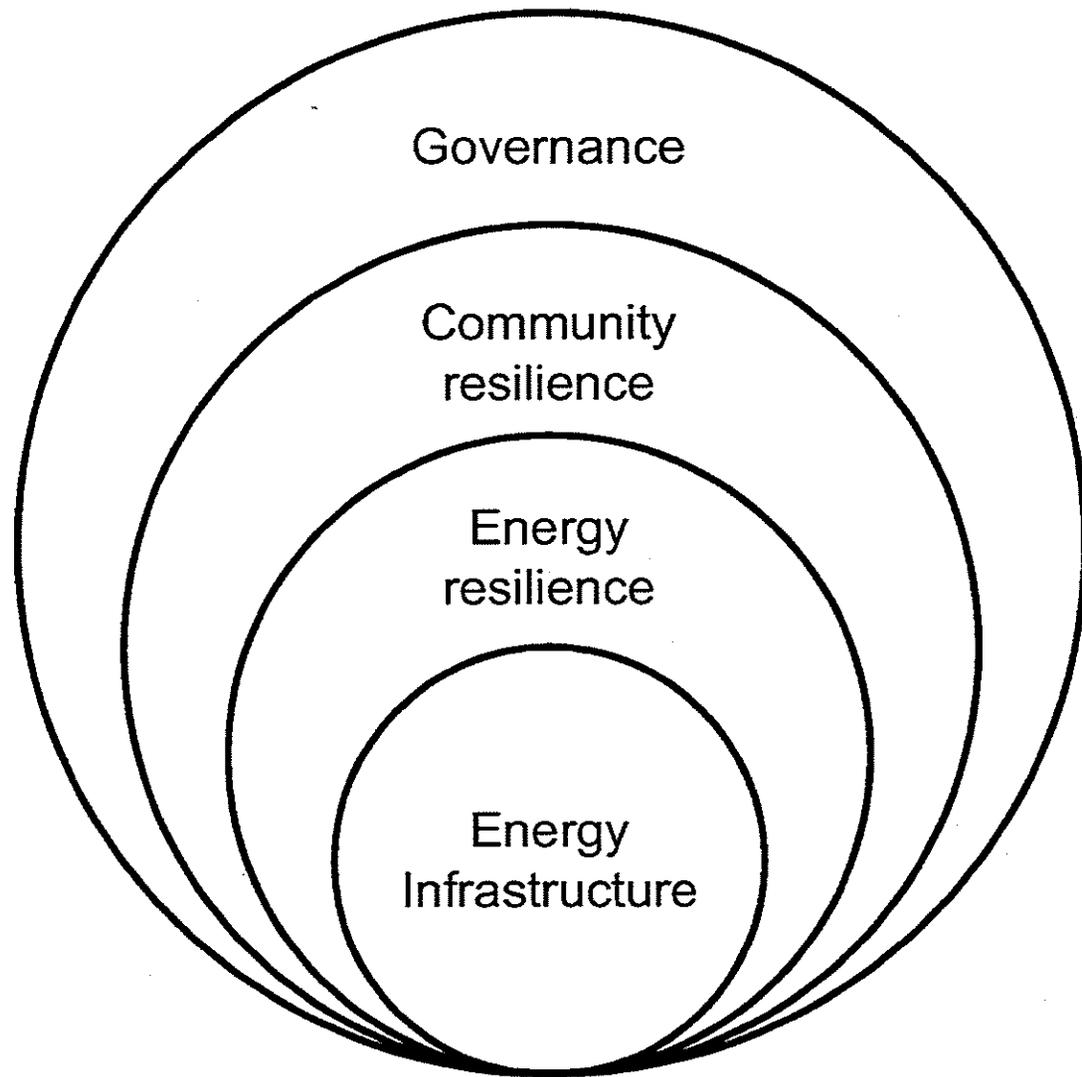
Megan Amsler, Chair
Members: Alex Bocconcelli,
Rosemary Carey, Matt
Patrick, Eleanor Ling,
Scott Mueller, David Leslie

Falmouth Energy Committee Committed to:



Supporting energy efficiency and the growth of renewable energy to reduce our greenhouse gas emissions & reliance on fossil fuels.

Positioning our community for greater energy resilience.



Now is the time to begin envisioning how microgrids can build climate & energy resiliency in Falmouth for critical operations. The Energy Committee has ideas and recommends that the Sustainability Coordinator be part of the Municipal Strategic Plan visioning of the Select Board.

PACE

Property Assessed Clean Energy

Allows industrial and commercial property owners (including multifamily housing units of 5+) to finance clean energy and energy efficiency upgrades through a lien and a betterment charge over 20 years to finance the on-site projects.

To participate in PACE requires a resolution voted on by the majority of the Select Board.



The 72 Communities that have adopted PACE

Communities that have adopted PACE Massachusetts

Acton | Agawam | Amesbury | Amherst | Ashburnham | Barnstable | Bellingham | Berlin | Beverly | Boston | Brockton | Burlington | Cambridge | Chelsea | Chicopee | Clinton | Concord | Devens | Dudley | East Longmeadow | Easthampton | Easton | Erving | Fall River | Fitchburg | Franklin | Gardner | Gloucester | Grafton | Great Barrington | Greenfield | Holyoke | Hudson | Lanesborough | Leicester | Lexington | Lowell | Ludlow | Lynn | Middleborough | Milton | Montague | New Bedford | Newton | North Adams | North Andover | Northampton | Norwood | Orange | Peabody | Pittsfield | Plymouth | Randolph | Rockland | Salem | Somerville | Southbridge | Springfield | Swansea | Taunton | Tyngsborough | Wakefield | Warren | Wellesley | Wellfleet | Wendell | Westborough | West Springfield | Weston | Winchendon | Woburn | Yarmouth

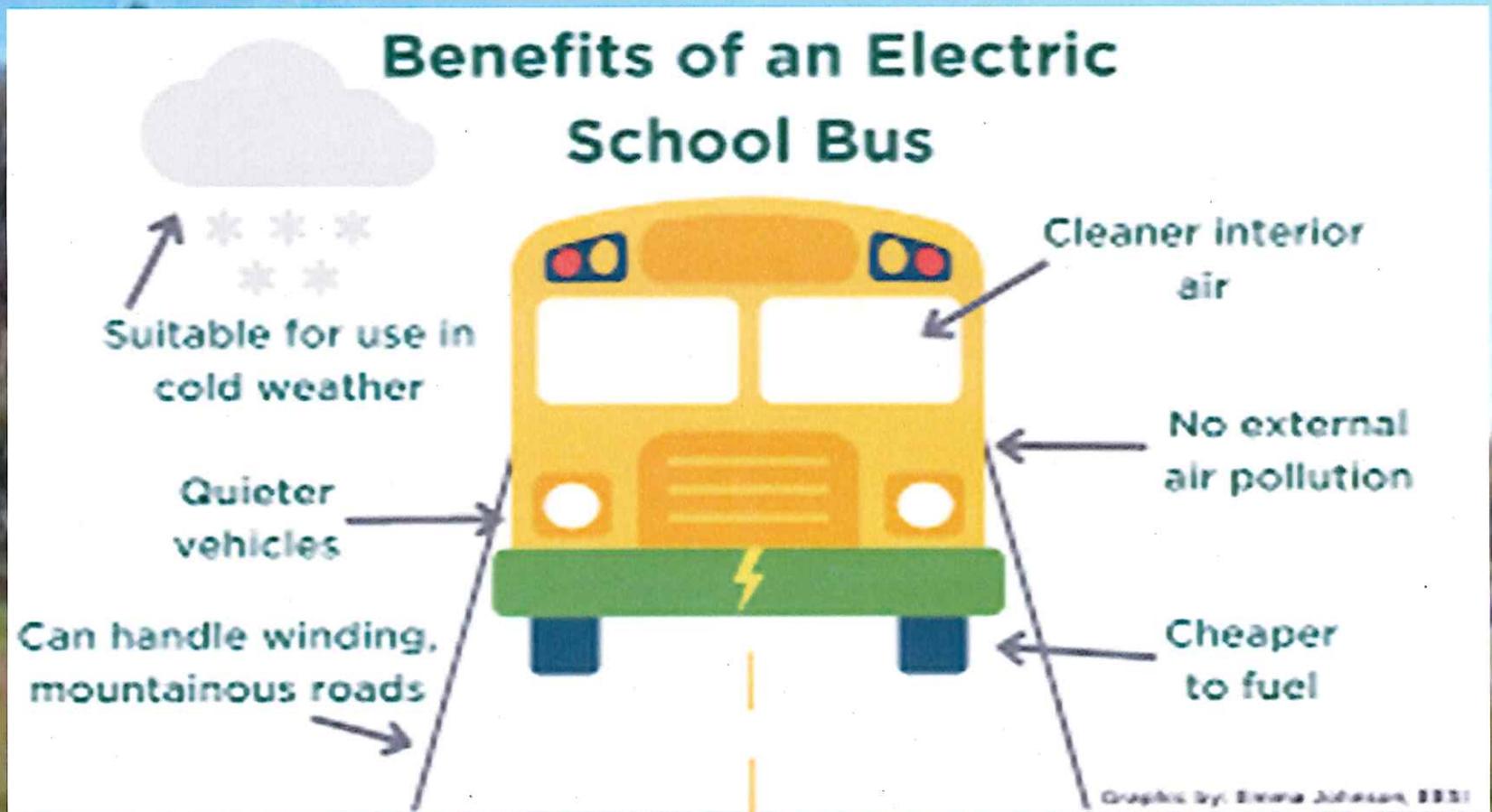
**&
contribute a value to the grid?**

What ways can we make energy equitable?

**Microgrids that include:
electric vehicles
Battery-based EV Chargers**



Electrifying our Buses



Advocating for Electrifying Vessel Transportation



Advocating for:

- Zero GHG emissions
- Coastal ecosystems' sustainability & noise
- Ability to be part of microgrid strategy

Solar for Affordable Housing

Advocating for Solar funding and financing
Affordable Housing Solar will be available
through multiple programs



Solar Renewable Energy



Existing: Maintain older solar installations + report on kwh production

- Landfill (6 MW)– Owned and Operated by Citizens Energy- Falmouth and EDIC are Off-Takers
- Town Hall Rooftop – 24kw
- Crooked Pond Rooftop – 16kw
- Recreation Center – 5 kw
- Morse Pond – 2 kw
- Falmouth High School -

Future: Increase renewable portfolio to meet Climate Protection Action Plan goals:

- Assess future solar installation sites at Municipal and School Buildings – PPA or to own
- Prioritize sites based on scored criteria
- Explore potential solar vendors including PowerOptions/ Solect, CVEC, and other solar providers
- Review with School Board and Select Board (as well as Site Plan Review)



Landfill Solar Array – 6 MW Total

Falmouth Phase I (2017) – 4 MW

Falmouth Phase II (August 2021) – 2 MW
with Off-Takers



New Solar Site Selection Rubric



Solar Criteria for Selecting Sites								
Scoring Range 1 (not ideal/weak) through 4 (ideal/strong)								
	FHS	Morse Pond	E Fal Elem	N Fal Elem	WWTF	WTP	Senior Center Roof	Veteran's Center (300 Dillingham)
Building Usage is high	4	3	3	3	4	4	3	3
Substantial Greenhouse Gas Reductions	4	4	4	4	4	4	2	3
Roof Structural Integrity	1	1	1	1	4	4	4	4
Parking Lot feasibility	4	4	4	4	3	4	1	3
Minimal Aesthetic impact	4	4	4	4	4	4	4	4
Minimal impact on Neighbors (roof or carport)	4	4	4	4	4	4	4	4
Minimal impact on Trees	4	3	4	4	4	4	4	4
Outreach/Education Opportunities	4	4	4	4	4	2	2	4
Minimal Maintenance Requirements	4	4	4	4	4	4	4	4
Cost Effectiveness	tbd	tbd	tbd	tbd	tbd	tbd	tbd	4
Total Score	33	31	32	32	35	34	28	33

Example Carport Canopy



Why Solect: Project Highlight

Upper Cape Cod Regional Tech

Public Outreach Efforts

Articles in the Enterprise

Electric Ferries Event

Public Outreach on Solar, & Energy Storage



<https://www.youtube.com/watch?v=aKonBU4u8Hc>

Vote/Resolution Authorizing the City/Town of _____ to Participate in the Massachusetts Commercial Property Assessed Clean Energy Program (PACE Massachusetts)

WHEREAS, pursuant to M.G.L. c. 23M, as amended (the "PACE Act"), the Commonwealth has established a commercial sustainable energy program known as the Massachusetts Property Assessed Clean Energy Program ("PACE Massachusetts") to provide a financing mechanism ("PACE financing") to private owners of commercial and industrial properties for certain qualifying commercial energy improvements ("improvements"); and

WHEREAS, pursuant to the PACE Act, PACE Massachusetts is administered by the Massachusetts Development Finance Agency ("MassDevelopment"), in consultation with the Massachusetts Department of Energy Resources; and

WHEREAS, under PACE Massachusetts, the owner of the commercial or industrial property benefitting from the improvements (the "benefitted property") is required to repay the PACE financing through the payment of a betterment assessment (a "PACE betterment assessment") placed on such benefitted property by the municipality in which the benefitted property is located; and

WHEREAS, in order for an owner of commercial or industrial property to participate in PACE Massachusetts, Section 2 of the PACE Act requires that the municipality in which such property is located must elect to participate in PACE Massachusetts; and

WHEREAS, the City/Town of _____ (the "Municipality") has determined that it is in the best interest of the Municipality to participate in PACE Massachusetts as a "participating municipality," as provided in the PACE Act, to permit the owners of commercial and industrial properties located in the Municipality to access PACE financing for qualifying commercial energy improvements through PACE Massachusetts;

WHEREAS, NOW THEREFORE, BE IT [VOTED/RESOLVED], as follows:

The [City Council of the City of _____ [with the approval of the Mayor]] [the Board of Selectmen/Town Council of the Town of _____] hereby approves the Municipality participating in PACE Massachusetts pursuant to the PACE Act, and authorizes the [Mayor/Town Manager] to enter into a PACE Massachusetts Municipal Assessment and Assignment Agreement (the "Agreement") with MassDevelopment, pursuant to which the Municipality will agree to (i) levy PACE betterment assessments and impose PACE betterment assessment liens on benefitted properties located in the Municipality, in the amounts determined by MassDevelopment to be sufficient to repay the PACE financing, (ii) assign the PACE betterment assessment liens to MassDevelopment, which MassDevelopment may in turn assign to the providers of the PACE financing (each a "capital provider"), as collateral for such PACE financing, (iii) include on the property tax bills for the benefitted properties the installment payments necessary to repay the PACE betterment assessments, in the amounts and at the times as determined by MassDevelopment, (iv) collect and pay over to MassDevelopment or its designee, the PACE betterment assessment installment payments, as and when collected, and (v) enforce, to the extent required by the Agreement, the PACE betterment assessments and liens; the Agreement to be substantially in the form presented to this meeting, with such changes, modifications and insertions as the [Mayor/Town Manager] may approve as being in the best interest of the Municipality. The Collector Treasurer of the City/Town or such other City/Town agency as may be designated in the Agreement is authorized to levy such PACE betterment assessments and impose the PACE betterment assessment liens on behalf of the City/Town without further authorization by this legislative body.

Notwithstanding any other provision of law to the contrary, officers and officials of the Municipality, including, without limitation, municipal tax assessors and tax collectors, are not personally liable to MassDevelopment or to any other person for claims, of whatever kind or nature, under or related to PACE Massachusetts, including, without limitation, claims for or related to uncollected PACE betterment assessments. Other than fulfillment of the obligations specified in the Agreement, the Municipality has no liability to the owner of the benefitted property or to any capital provider related to the Municipality's participation in PACE Massachusetts.

ACTIVE 6211540v7

OPEN SESSION

BUSINESS

5. Report – Board of Health **(15 minutes)**



AGENDA ITEM SUMMARY SHEET

ITEM NUMBER: Business 5.

ITEM TITLE: Report- Board of Health

MEETING DATE: 12/18/2023

WORK SESSION **REGULAR MEETING** **PUBLIC HEARING**

SUBMITTED BY: Mike Renshaw, Town Manager

ATTACHMENTS: Presentation

PURPOSE:

The Board of Health will be presenting its annual report to the Select Board.

BACKGROUND/SUMMARY:

- The mission of the Falmouth Board of Health is to protect and promote the health, safety, and well-being of residents and visitors of the Town of Falmouth.
- The primary functions of the Board of Health to achieve its mission is to:
 - prevent and control disease
 - enforce state and local regulations
 - promulgate local health regulations
 - identify and protect from environmental hazards
 - advocate for a healthy community

DEPARTMENT RECOMMENDATION:

This report is being provided for informational purposes only; no formal action is requested.

OPTIONS:

N/A

BUDGET INFORMATION: Applicable: Not Applicable: Budgeted: Yes No

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

FINANCE DIRECTOR COMMENTS (IF APPLICABLE):

N/A

TOWN MANAGER COMMENTS:

This report is being provided for informational purposes only; no formal action is requested.

Michael Renshaw

Town Manager

12/14/2023

Date

OPEN SESSION

BUSINESS

6. Report – Veterans Council Committee **(15 minutes)**



AGENDA ITEM SUMMARY SHEET

ITEM NUMBER: Business 6.

ITEM TITLE: Report- Veterans Council Committee

MEETING DATE: 12/18/2023

WORK SESSION **REGULAR MEETING** **PUBLIC HEARING**

SUBMITTED BY: Mike Renshaw, Town Manager

ATTACHMENTS: Report/Presentation

PURPOSE:

The Veterans Council Committee will be presenting its annual report to the Select Board. This item is for informational and discussion purposes only, no formal action is requested.

BACKGROUND/SUMMARY:

- The mission and role of the Veterans Council Committee is to represent the Town of Falmouth in supporting our Veterans by providing awareness, resourcing and collaboration that enables successful outcomes for our community's Veteran activities.

DEPARTMENT RECOMMENDATION:

This item is for informational and discussion purposes only, no formal action is requested.

OPTIONS:

N/A

BUDGET INFORMATION: Applicable: Not Applicable: Budgeted: Yes No

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

FINANCE DIRECTOR COMMENTS (IF APPLICABLE):

N/A

TOWN MANAGER COMMENTS:

This report is being provided for informational purposes only; no formal action is requested.

Michael Renshaw

Town Manager

12/14/2023

Date

OPEN SESSION

BUSINESS

7. Report – Falmouth Chamber of Commerce **(10 minutes)**



AGENDA ITEM SUMMARY SHEET

ITEM NUMBER: Business 7.

ITEM TITLE: Report- Falmouth Chamber of Commerce

MEETING DATE: 12/18/2023

WORK SESSION **REGULAR MEETING** **PUBLIC HEARING**

SUBMITTED BY: Mike Renshaw, Town Manager

ATTACHMENTS: Report/Presentation

PURPOSE:

The Falmouth Chamber of Commerce will be presenting an annual report to the Select Board. This item is for informational and discussion purposes only, no formal action is requested.

BACKGROUND/SUMMARY:

- The Chamber is organized for the purposes of developing, advancing, and promoting the commercial retail, industrial, economic, professional, cultural, educational and civic interests of Falmouth: and to provide a forum for the reflection of the sentiment of business regarding matters affecting its interest.
- The Town of Falmouth provides annual funding to the Chamber in support of its mission.

DEPARTMENT RECOMMENDATION:

This item is for informational and discussion purposes only, no formal action is requested.

OPTIONS:

N/A

BUDGET INFORMATION: Applicable: Not Applicable: Budgeted: Yes No

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

FINANCE DIRECTOR COMMENTS (IF APPLICABLE):

N/A

TOWN MANAGER COMMENTS:

This report is being provided for informational purposes only; no formal action is requested.

Michael Renshaw

Town Manager

12/14/2023

Date

OPEN SESSION

BUSINESS

8. Approve fourth amendment and extension of existing parking lot lease agreement with the Steamship Authority **(5 minutes)**



AGENDA ITEM SUMMARY SHEET

ITEM NUMBER: Business 8.

ITEM TITLE: Approve fourth amendment and extension of the existing parking lot lease agreement with the Steamship Authority.

MEETING DATE: 12/18/2023

WORK SESSION **REGULAR MEETING** **PUBLIC HEARING**

SUBMITTED BY: Mike Renshaw, Town Manager

ATTACHMENTS: Fourth Amendment and Extension of Lease Agreement, Copy of Existing Lease Agreement and Amendments 1-3

PURPOSE:

The Select Board will review and consider the approval of the Fourth Amendment and Extension to the Parking Lot Lease Agreement with the Steamship Authority.

BACKGROUND/SUMMARY:

- The current lease agreement was executed on October 27, 2015 and was for a five year period, commencing on January 1, 2016 and terminating on December 31, 2020.
- In early 2015, the Town obtained an appraisal on the approximate 4.84 acre parking lot; using the Sales Comparison methodology and elements of the Income Approach, this appraisal was then used as the basis for establishing the Market Value of the Fee Simple Interest of the property as \$1,915,000 and annual Fair Market Rent of \$153,000.

- A First Amendment to this agreement was executed on September 12, 2016 and simply revised Section 7 concerning metered parking spaces in the front lot.
- A Second Amendment was executed on July 27, 2020 and simply added an additional year to the term of the lease, extending it through December 31, 2021.
- A Third Amendment was executed on December 10, 2021 and increased the number of parking spaces available for use by Village Permit holders from 40 to 60.
- In preparing this Fourth Amendment, the Town Manager met and conferred with members of the Falmouth Bicycle and Pedestrian Committee, several residents of Woods Hole, and the Traffic Advisory Committee to solicit input as to what provisions those groups deem important to be included in this Fourth Amendment.
- The Town Manager next met on two occasions with the General Manager of the Authority to discuss language related to this amendment.
- The Town Manager has also consulted with Town Counsel, who, after reviewing the existing lease agreement, has recommended that the agreement be further evaluated and that a new appraisal be completed of the property.
- The attached proposed Fourth Amendment amends the term of the lease by simply extending the existing lease agreement by one (1) year, with an expiration date of December 31, 2024, to allow for adequate time to further evaluate the lease through a legal lens and conduct a new appraisal.
- This proposed amendment also requires the Authority to install four additional NO IDLING signs in areas frequently used by waiting buses, trucks, and cars.
- Paragraph 6 is amended to require that the Authority install additional warning signs with more specific warning language such as CAUTION WATCH FOR CYCLISTS & PEDESTRIANS to enhance safety; the use of reflective paint on all pavement markings is also specifically called out.

DEPARTMENT RECOMMENDATION:

The Town Manager recommends that the Select Board approve the attached Fourth Amendment and Extension of Lease Agreement between the Town and the Steamship Authority, with a term to expire December 31, 2024.

OPTIONS:

- Motion to approve the Fourth Amendment and Extension of Lease Agreement between the Town and the Steamship Authority as presented, with a term to expire December 31, 2024.

- Motion to deny approval of the Fourth Amendment and Extension of Lease Agreement between the Town and the Steamship Authority as presented, with a term to expire December 31, 2024.

- Some other Board defined alternative.

BUDGET INFORMATION: Applicable: Not Applicable: Budgeted: Yes No

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

FINANCE DIRECTOR COMMENTS (IF APPLICABLE):

N/A

TOWN MANAGER COMMENTS:

The Town Manager recommends that the Select Board approve the attached Fourth Amendment and Extension of Lease Agreement between the Town and the Steamship Authority, with a term to expire December 31, 2024.

Michael Renshaw

Town Manager

12/13/2023

Date

**FOURTH AMENDMENT
AND
EXTENSION OF LEASE AGREEMENT**

The Town of Falmouth, a municipal corporation of the Commonwealth of Massachusetts (the "Town"), and the Woods Hole, Martha's Vineyard & Nantucket Steamship Authority, a public instrumentality of the Commonwealth of Massachusetts (the "SSA"), having previously on October 27, 2015, entered into a certain Lease Agreement of a certain parcel of land owned by the Town in the Woods Hole Village of the Town and currently used by the SSA as a parking lot, all as more fully described in said Lease Agreement, now jointly agree to amend said Lease Agreement and further extend the term thereof for their mutual benefit.

Said Lease Agreement was previously amended by a First Amendment dated September 12, 2016, a Second Amendment dated July 27, 2020, and a Third Amendment dated December 10, 2021.

Said Lease Agreement as amended is further amended so that paragraph 2, Term of the Lease Agreement, shall read as follows:

2. Upon the expiration of this Lease Agreement at midnight on December 31, 2023, an additional one (1) year shall be added to the term expiring at midnight on December 31, 2024.

Said Lease Agreement as amended is further amended so that paragraph 4, Use of the Premises, is amended to provide:

Starting January 1, 2024 the number of parking spaces available for use by Village Permit holders shall be fifty (50) designated spaces.

4 (f). The SSA shall install a minimum of four (4) signs that shall read "NO IDLING" on SSA property and within clear sight of waiting or standing buses, taxis, Ubers, and trucks.

Said Lease Agreement as amended is further amended so that paragraph 6, Shining Sea Bike Path, shall read as follows:

6 (a). All necessary pavement markings to delineate the Bike Path shall be painted annually by the SSA, and no later than May 15th, with reflective paint to a width of eight (8) feet. The SSA shall install additional warning signs that read "CAUTION WATCH FOR CYCLISTS & PEDESTRIANS" or similar language as mutually agreed upon by both the Town and the SSA to caution vehicles against excessive speed to ensure the safety of pedestrians and bicyclists within the Lot. There also shall be provided a stencil of a bicycle, applied with reflective paint, warning motorists of the presence of bicyclists and, further, the SSA agrees to install one (1) reflectorized bicycle symbol on the Crane Street bridge and fourteen (14) bicycle route signs and arrows, where needed.

All other terms and conditions of said Lease Agreement are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Parties have hereto set their hands and seals this _____ day of December, 2023 by duly authorized authorities.

Woods Hole, Martha's Vineyard & Nantucket Steamship Authority

By

Robert Davis
General Manager

Town of Falmouth

By Its Select Board

Nancy Robbins Taylor, Chair

Edwin P. Zylinski II, Vice Chair

Douglas C. Brown

Robert P. Mascali

Onjalé Scott Price

Approved as to form:

Maura E. O'Keefe

LEASE AGREEMENT

The Town of Falmouth, a municipal corporation of the Commonwealth of Massachusetts (hereinafter referred to as the "Town"), and the Woods Hole, Martha's Vineyard and Nantucket Steamship Authority, a public instrumentality of the Commonwealth of Massachusetts (hereinafter referred to as the "SSA"), acknowledge the public interests they both have in the use of a certain parcel of land owned by the Town located in the Woods Hole area of the Town of Falmouth, formerly under lease by the Trustees of the New York, New Haven and Hartford Railroad Company in a lease recorded in Book 1432, Page 779, in the Barnstable County Registry of Deeds, and delineated and shown as outlined in red on a sketch plan attached hereto and made a part hereof as Exhibit A (the "Lot") and the Shining Sea Bike Path (the "Bike Path"):

- A. to have the Lot used by the people who most need parking that is conveniently located to the SSA's Woods Hole terminal and the village of Woods Hole;
- B. to have the people who park in the Lot pay for the Lot's operating expenses;
- C. to allow bicyclists and pedestrians to traverse the Bike Path between Nobska Road (on the north) and the village of Woods Hole (on the south); and
- D. to ameliorate the negative impacts of the Lot's use upon the neighbors surrounding the Lot.

In order to promote these public interests, the Town and the SSA enter into this Lease Agreement and agree as follows:

1. Lease of the Lot from the Town to the SSA.

During the term of this Lease Agreement, the Town hereby leases the Lot to the SSA, and the SSA hereby leases the Lot from the Town, upon the following provisions, conditions and mutual covenants hereinafter set forth.

2. Term of the Lease Agreement.

The term of this Lease Agreement shall be for five (5) years, beginning on January 1, 2016 and terminating at midnight on December 31, 2020.

3. Rent.

The SSA shall pay rent to the Town in the amount of twenty-five percent (25%) of the gross parking revenues it receives from SSA customers to park in the Lot or at the SSA's Woods Hole ferry terminal (e.g., through the sale of Woods Hole parking permits and fees charged to park in the Lot on a calendar day basis). The SSA agrees to provide the Town with quarterly reports

(i.e., for the months of January through March, the months of April through June, the months of July through September, and the months of October through December) as to the gross parking revenues it receives from SSA customers to park in the Lot or at the SSA's Woods Hole ferry terminal. Each report will be provided to the Town by the end of the month following the end of each quarter (e.g., the report for the first quarter of 2016 will be provided by April 30, 2016), and any payment of rent due to the Town based upon such gross parking revenues shown in any report shall be due within ten (10) days after submission of the report. For the purposes of this section, gross revenues received by the SSA through the sale of Woods Hole parking permits shall be considered to be received during the first quarter of the year in which they are valid. Thus, gross revenues received from the sale of permits for the succeeding year will be included in the first quarter of the new year rather than in the quarter in which they are sold. By contrast, gross revenues from the sale of other annual or seasonal permits sold during the year that are valid immediately upon being sold will be reported in the respective quarters in which they are sold.

4. Use of the Premises.

The SSA shall not use the Lot other than for the purposes of operating a parking lot for motor vehicles of the SSA, its agents, employees, customers and business invitees, and for maintaining vehicular and pedestrian passageways without the written consent of the Town, which consent shall not be unreasonably withheld.

- (a) The SSA shall continue its current practice of limiting the use of the Lot almost entirely to Woods Hole year-round and seasonal parking permit holders, and allowing other SSA customers to park in the Lot only if they are individuals with disabilities or other medical conditions, or if they are traveling on the SSA's ferries with bicycles or other large items that are difficult to transport on the SSA's shuttle buses, or if they need to park in the Lot in order to make the last ferry leaving Woods Hole that day, or otherwise on an occasional basis.
- (b) Parking spaces in the Lot shall be designated as follows:
 - (i) Eight (8) parking spaces shall be designated as accessible spaces in accordance with 521 CMR 23.00 and shall be located in the closest proximity to the Woods Hole terminal as feasible.
 - (ii) Because Village permit holders may use the Lot outside of the SSA's normal operating hours (and thus may have to walk to their parked cars after the SSA stops providing shuttle van service to the Lot), there shall be 40 designated Village Permit parking spaces in the Lot, and such designated parking spaces shall be located within the Lot in the closest proximity to the Woods Hole terminal as feasible beyond the designated accessible spaces, as shown and designated on the sketch plan that is attached to this Lease Agreement as Exhibit A. The Town shall be responsible for creating, installing and maintaining appropriate signs designating such parking spaces. The signs shall be subject to

the SSA's approval, which shall not be unreasonably withheld, and neither their installation nor maintenance shall interfere with the SSA's operation of the Lot.

- (iii) Any SSA customer who parks in a designated Village Permit parking space, as well as any Village permit holder who parks in a non-designated parking space (unless at the time there are no Village Permit parking spaces available due to one or more SSA customers parking in one or more designated Village Permit parking spaces and the Village Permit holder reports the situation to the SSA), as well as any permit holder or customer who parks in an accessible space without a disabled parking placard/plate, shall, at the SSA's discretion, forfeit his or her permit after three violations.

- (c) Each year the SSA shall make 40 year-round Woods Hole parking permits available to the Town that will be valid for parking in the Lot that year (the "Village Permits"). In order to obtain a Village Permit, each Village permit holder will be required to execute the same standard application forms and/or agreements, as such forms and/or agreements may be revised from time to time by the SSA, that the SSA requires its SSA permit holders to execute in order to obtain a Woods Hole parking permit. Upon the Town's request, the SSA shall make available to the Town a small number of additional Village Permits, but only after it is established to the SSA's reasonable satisfaction that the distribution of those additional Village Permits will not result in more than 40 Village permit holders being in the Lot at any given time.

- (d) The Town may, at its own cost and expense and after obtaining the necessary permits and approvals therefor, create up to five additional parking spaces in the Lot in the area just to the east of the Church Street bridge as shown and designated on the sketch plan attached to this Lease Agreement as Exhibit A; provided, however, that neither the work to create the additional parking spaces nor their location shall interfere with the SSA's use or operation of the Lot, and in no event shall the Town conduct any work to create the additional spaces during the months of May, June, July, August, September and October of any year. In the event the Town does so create any additional spaces in that area, the number "40" in paragraphs (b)(ii) and (c) of this Section 4 shall thereafter be increased by the number of such additional spaces.

- (e) The SSA may establish and enforce reasonable rules and regulations regarding the parking of vehicles in the Lot, including but not limited to:
 - (i) limiting the size of vehicles that are allowed to park in the Lot;
 - (ii) requiring the removal from the Lot of vehicles parked there for extended periods of time;
 - (iii) requiring that vehicles parked in the lot be in a safe operating condition;
 - (iv) requiring that persons using the Lot comply with courteous and acceptable "rules of the road"; and

- (v) such other rules and regulations as the SSA determines are necessary and appropriate for the safe and secure operation of the Lot and its Woods Hole ferry terminal.

5. Repair, Maintenance and Other Expenses.

The SSA shall be responsible for the operation, maintenance and repair of the Lot, including all expenses for attendants and shuttle van services to the extent it provides such attendants and shuttle van services at its sole judgment and discretion; and provided, however, that:

- (a) to the extent the SSA provides attendants and shuttle van services for its own customers, it shall also allow Village Permit holders to utilize the services of such attendants and shuttle van services during the same time periods that the SSA provides such attendants and shuttle van services for its own customers; and
- (b) the SSA shall not be required to pave the Lot, or to make any repairs to the Lot to correct conditions not caused by the SSA's use of the Lot, or to make any repairs to correct structural defects of the Lot (such as the sinking of all or any portion of the Lot), or to make any repairs due to usual wear and tear, all of which shall remain the Town's responsibility. All repairs to the Lot that may be made by the Town (including but not limited to crack sealing) shall be made at the Town's sole judgment and discretion; provided, however, that if the Town does choose to make any such repairs, the work shall be scheduled so as to minimize disruption to the SSA's use and operation of the Lot.

6. Shining Sea Bike Path.

The SSA shall allow public bicycle and pedestrian foot traffic across the Lot on passageways it shall designate and will further permit such traffic to pass over its own property that is not owned by the Town in the Village of Woods Hole which lies southwesterly of the Lot on passageways which it shall also designate. Bicycle path access and operation with respect to the Lot shall be as previously operated, namely, the bicycle path shall not be a dedicated way, but rather shall be a designated way that is shared by other vehicles in accordance with the same rules of the road that apply in any public way. However, the Town and the SSA acknowledge and agree that, from time to time during the SSA's Woods Hole terminal reconstruction project, the SSA may change the location of the Bike Path on the SSA's property.

- (a) All necessary pavement markings to delineate the Bike Path shall be painted annually by the SSA. The SSA shall, furthermore, establish such additional warning signs for pedestrian and bicycle traffic to warn vehicles against excessive speed to ensure the safety of pedestrians and bicyclists within the Lot. These passageways shall be painted once a year, no later than May 15th, with standard street paint to a width of eight feet. There also shall be provided a stencil of a bicycle warning motorists of the presence of

the bicyclists and, further, the SSA agrees to install one (1) reflectorized bike symbol on the Crane Street bridge and fourteen (14) bicycle route signs and arrows, where needed.

- (b) This designated path shall extend from the Nobska Bridge to Railroad Avenue (or another reasonable temporary terminus during the SSA's Woods Hole terminal reconstruction project due to the construction activities of that project); provided, however, that the path need not be delineated on the pavement between Church Street and Crane Street. Further, there shall be signs in the "basin area" to indicate the existence of the path back to the center of Falmouth.

7. Metered Parking Spaces in the Front Lot.

Commencing January 1, 2016 through September 12, 2016, the SSA shall lease to the Town the portion of the SSA's own property pursuant to paragraph 10 of the previous Lease which the Town uses for public metered parking. Unless otherwise agreed between the parties in writing, the SSA's lease of that portion of the SSA's own property to the Town shall terminate on September 12, 2016, and the Town shall remove all of its property and equipment from that portion of the SSA's own property by that date.

8. Insurance and Indemnification.

- (a) The SSA shall carry public liability insurance for the Lot in amounts agreeable to the Town and shall indemnify the Town from and against all demands, claims, actions, costs, expenses or losses resulting from any and all property damage and/or personal injuries, including deaths, however caused, if such damage or injuries are sustained upon or result from the use of the Lot by the SSA, its agents, employees, customers and business invitees (including but not limited to SSA permit holders), unless such damage or injuries result from willful, wanton or reckless conduct by the Town, its agents or employees.
- (b) The Town shall carry public liability insurance for the Lot and the Bike Path in amounts agreeable to the SSA and shall indemnify the SSA from and against all demands, claims, actions, costs, expenses or losses resulting from any and all property damage and/or personal injuries, including deaths, however caused, if such damage or injuries are sustained upon or result from:
 - (i) the use of the Bike Path (both within the Lot and on the SSA's own property between the Lot and the village of Woods Hole) by pedestrians and/or bicyclists;
 - (ii) the use by pedestrians, motorists, and/or any other persons of the portion of the SSA's own property that the SSA is leasing to the Town pursuant to paragraph 7 above during the time that the aforesaid portion of the SSA's own property is leased to the Town; and/or

- (iii) the use of the Lot by Village permit holders, including their access to and from the Lot over the SSA's own property;

unless such damage or injuries result from willful, wanton or reckless conduct by the SSA, its agents or employees.

- (c) The Town and the SSA acknowledge and agree that the use of the Bike Path (both within the Lot and on the SSA's own property between the Lot and the village of Woods Hole) by pedestrians and/or bicyclists has been, currently is, and shall continue to be subject to the provisions of Mass. G.L. c. 21, § 17C, which is known as the "Recreational Use Statute." In accordance with that statute, because the Town and the SSA lawfully permit the public to use the Bike Path for recreational purposes without imposing a charge or fee therefor, neither the Town nor the SSA nor any of their selectmen, directors, officers, members, managers, trustees, licensees, employees, authorized volunteers or agents, shall be liable for any personal injuries or property damage sustained by such members of the public (including minors) while on the Bike Path in the absence of "willful, wanton, or reckless conduct" by the Town and/or the SSA.

9. Underground Utilities.

The Town retains the right to enter the Lot in order to install, or to have installed by other parties, underground utilities and to grant easements on the Lot for the location of such underground utilities during the term of this Lease Agreement, but neither the Town nor any easement holder or other party shall enter onto the Lot for such purposes during the months of May, June, July, August, September and October of any year, except in the case of emergency repairs as may be determined by the Town.

10. Subletting and Assignments.

The SSA shall not sublet or assign any obligations hereunder, nor may the SSA sublet or assign any rights accruing as the result of this Lease Agreement, until the SSA has notified the Town of the SSA's intention thus to assign and until thereafter the Town has given the SSA written permission thus to assign. The Town covenants with the SSA that the Town will not withhold such permission unreasonably.

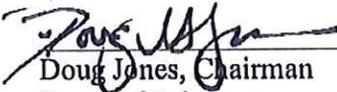
10. Review Committee.

In order to advise the Falmouth Town Manager and the SSA's General Manager with respect to the Lot's operations, the Falmouth Town Manager and the SSA's General Manager may, at their discretion, each select a member to serve on a three-member review committee. The member selected by the Falmouth Town Manager shall serve at the pleasure of the Falmouth Town Manager, and the member selected by the SSA's General Manager shall serve at the pleasure of the SSA's General Manager. The third member of this committee shall then be selected jointly

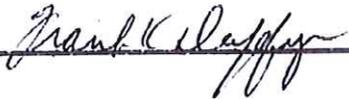
by the Falmouth Town Manager and the SSA's General Manager and shall serve for a one-year term commencing January 1st of each year, or until a successor is selected in like fashion. The members will choose their own chairman of the committee, who shall serve as chairman for a one-year term commencing January 1st of each year, or until a successor is chosen in like fashion. The review committee shall meet as often as it deems necessary to review operations of the Lot, shall be advisory in function only, and shall report its findings and recommendations jointly, not individually, to the Falmouth Town Manager and the SSA's General Manager. The purpose of the committee shall be to review effectiveness of and compliance with the terms of this Lease Agreement; grievances and complaints about the operation of the Lot shall continue to be heard by the SSA's General Manager or the senior parking lot supervisor on duty for resolution and disposition.

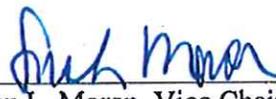
IN WITNESS WHEREOF, the parties hereto set their hands and seals as of this twenty-seventh (27th) day of October, 2015.

TOWN OF FALMOUTH (the "Town")

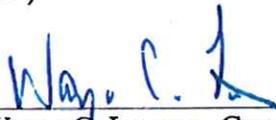
By: 
Doug Jones, Chairman
Board of Selectmen

TOWN OF FALMOUTH
OFFICE OF TOWN COUNSEL
APPROVED AS TO FORM



By: 
Susan L. Moran, Vice Chairman
Board of Selectmen

WOODS HOLE, MARTHA'S VINEYARD AND
NANTUCKET STEAMSHIP AUTHORITY
(the "SSA")

By: 
Wayne C. Lamson, General Manager



CHURCH STREET

N/F
CHURCH OF MESSIAH
534 WOODS HOLE RD
PARCEL ID: 51 02
013 000

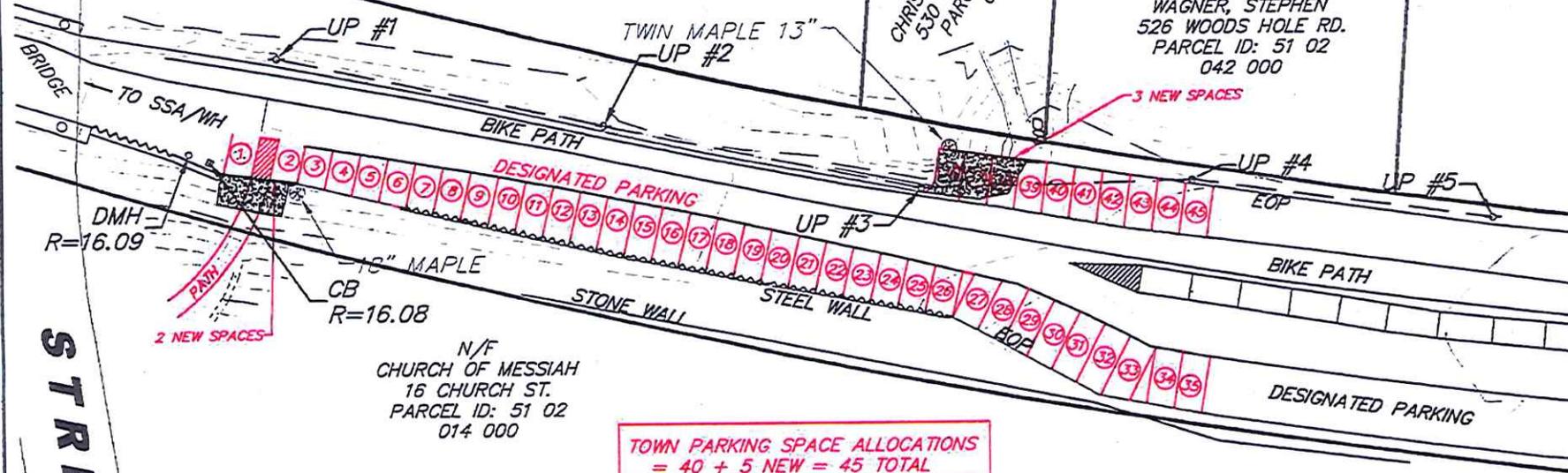
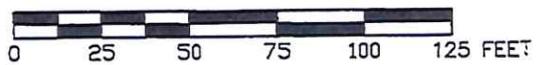
N/F
CHRIS & JOHN GORE TR.
530 WOODS HOLE RD.
PARCEL ID: 51 02
043 000

N/F
WAGNER, STEPHEN
526 WOODS HOLE RD.
PARCEL ID: 51 02
042 000

N/F
CHURCH OF MESSIAH
16 CHURCH ST.
PARCEL ID: 51 02
014 000

TOWN PARKING SPACE ALLOCATIONS
= 40 + 5 NEW = 45 TOTAL

Scale: 1" = 50'



DATE	BY	REVISION

TOWN OF FALMOUTH
DEPARTMENT OF
PUBLIC WORKS
ENGINEERING DIVISION
416 GIFFORD STREET
FALMOUTH, MA 02540
508-457-2543



EXHIBIT A WOODS HOLE PARKING LOT UNDER THE CHURCH STREET BRIDGE		
DESIGN: PMM	DATE: NOV. 02, 2015	
DRAWN: NAC	SCALE: AS NOTED	SHEET 1 OF 1
CHECKED: PMM		
DRAWING: BIKEPATH/2015.DWG		



Woods Hole, Martha's Vineyard and Nantucket Steamship Authority

AUTHORITY MEMBERS

ELIZABETH H. GLADFELTER
Falmouth Member, Chairman

MOIRA E. TIERNEY
New Bedford Member, Vice Chairman

ROBERT F. RANNEY
Nantucket Member, Secretary

ROBERT R. JONES
Barnstable Member

MARC N. HANOVER
Martha's Vineyard Member

WAYNE C. LAMSON
General Manager

ROBERT B. DAVIS
Treasurer/Comptroller

STEVEN M. SAYERS
General Counsel

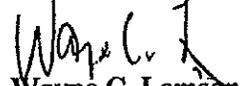
December 13, 2016

Diane S. Davidson
Office Manager/Licensing
Office of the Town Manager & Selectmen
59 Town Hall Square
Falmouth, MA 02540

Dear Diane,

Enclosed, please find a duly signed original of the First Amendment to Lease Agreement between the Town of Falmouth and the Steamship Authority for your files.

Very truly yours,


Wayne C. Lamson
General Manager

Enclosure

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment, dated as of September 12, 2016, to a Lease Agreement, dated October 27, 2015, entered into by and between the Town of Falmouth, a municipal corporation of the Commonwealth of Massachusetts (hereinafter referred to as the "Town"), and the Woods Hole, Martha's Vineyard and Nantucket Steamship Authority, a public instrumentality of the Commonwealth of Massachusetts (hereinafter referred to as the "SSA").

WHEREAS, the parties mutually desire to amend Section 7 of the Lease Agreement to extend the time period of the SSA's lease to the Town of a portion of the SSA's own property which the Town uses for public metered parking so that the SSA's lease to the Town of that portion of the SSA's property terminates on November 15, 2016 instead of September 12, 2016;

NOW, THEREFORE, in consideration of the provisions hereof and the mutual promises contained herein, the parties agree as follows:

1. Revised Section 7 of the Lease Agreement.

The Town and the SSA agree that Section 7 of the Lease Agreement, entitled "Metered Parking Spaces in the Front Lot," shall be, and the same hereby is, revised to read as follows:

"Commencing January 1, 2016 through November 15, 2016, the SSA shall lease to the Town the portion of the SSA's own property pursuant to paragraph 10 of the previous Lease which the Town uses for public metered parking. Unless otherwise agreed between the parties in writing, the SSA's lease of that portion of the SSA's own property to the Town shall terminate on November 15, 2016, and the Town shall remove all of its property and equipment from that portion of the SSA's own property by that date."

2. Remaining Provisions of Lease Agreement Remain in Full Force and Effect.

Except as specifically provided for in this First Amendment to Lease Agreement, all of the terms and provisions of the parties' Lease Agreement, dated October 27, 2015, as amended by this First Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto set their hands and seals this 12th day of September, 2016.

TOWN OF FALMOUTH (the "Town")

By its Board of Selectmen:

[Signature]
[Signature]

Samuel Patterson

[Signature]

TOWN OF FALMOUTH
OFFICE OF TOWN COUNSEL
APPROVED AS TO FORM

Grant C. Duplin
9.6.16

WOODS HOLE, MARTHA'S VINEYARD AND
NANTUCKET STEAMSHIP AUTHORITY
(the "SSA")

By: Wayne C. Lamson
Wayne C. Lamson, General Manager



TOWN OF FALMOUTH

Office of the Town Manager & Selectmen

59 Town Hall Square, Falmouth, Massachusetts 02540

Telephone (508) 495-7320

Fax (508) 457-2573

November 8, 2016

Mr. Wayne Lamson, General Manager
Woods Hole, Martha's Vineyard and
Nantucket Steamship Authority
P.O. Box 284
Woods Hole, MA 02543

Dear Mr. Lamson:

During its meeting of September 12, 2016, the Board of Selectmen signed the First Amendment to Lease Agreement of October 27, 2015 between the Town of Falmouth and the Woods Hole, Martha's Vineyard and Nantucket Steamship Authority. Enclosed please find two (2) original signed Lease Agreements. Please sign both agreements, retain one (1) fully executed agreement for your records, and return one (1) fully executed agreement to this office for our records.

Thank you.

Sincerely,

Diane S. Davidson
Office Manager/Licensing

Enclosures

**SECOND AMENDMENT
AND
EXTENSION OF LEASE AGREEMENT**

The Town of Falmouth, a municipal corporation of the Commonwealth of Massachusetts (the "Town"), and the Woods Hole, Martha's Vineyard & Nantucket Steamship Authority, a public instrumentality of the Commonwealth of Massachusetts (the "SSA"), having previously on October 27, 2015, entered into a certain Lease Agreement of a certain parcel of land owned by the Town in the Woods Hole Village of the Town and currently used by the SSA as a parking lot, all as more fully described in said Lease Agreement, now jointly intend to amend said Lease Agreement and extend the term thereof for their mutual benefit.

Said Lease Agreement was previously amended by a First Amendment dated September 12, 2016.

Said Lease Agreement as amended is hereby further amended so that paragraph 2, Term of the Lease Agreement, shall read as follows:

2. Upon the expiration of this Lease Agreement at midnight on December 31, 2020, an additional year shall be added to the term expiring at midnight on December 31, 2021.

All other terms and conditions of said Lease Agreement are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals this 27th day of July, 2020 by duly authorized authorities.

**THIRD AMENDMENT
AND
EXTENSION OF LEASE AGREEMENT**

The Town of Falmouth, a municipal corporation of the Commonwealth of Massachusetts (the "Town"), and the Woods Hole, Martha's Vineyard & Nantucket Steamship Authority, a public instrumentality of the Commonwealth of Massachusetts (the "SSA"), having previously on October 27, 2015, entered into a certain Lease Agreement of a certain parcel of land owned by the Town in the Woods Hole Village of the Town and currently used by the SSA as a parking lot, all as more fully described in said Lease Agreement, now jointly to amend said Lease Agreement and further extend the term thereof for their mutual benefit.

Said Lease Agreement was previously amended by a First Amendment dated September 12, 2016 and a Second Amendment dated July 27, 2020.

Said Lease Agreement as amended is hereby further amended so that paragraph 2, Term of the Lease Agreement, shall read as follows:

2. Upon the expiration of this Lease Agreement at midnight on December 31, 2021, an additional two (2) years shall be added to the term expiring at midnight on December 31, 2023.

Said Lease Agreement as amended is further amended so that paragraph 4, Use of the Premises, is amended to provide:

Starting January 1, 2022 the number of parking spaces available for use by Village Permit holders is increased to sixty (60) designated spaces. This amendment shall be valid for the first calendar year only. In the month of December, 2022 the Town and the SSA shall jointly review the utilization of the designated spaces by Village Permit holders and agree to extend this provision for the second calendar year of this lease extension or reset the number of designated spaces to accommodate observed usage, but no more than sixty (60) current designated spaces.

All other terms and conditions of said Lease Agreement are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals this

_____ day of December, 2021 by duly authorized authorities.

Woods Hole, Martha's Vineyard & Nantucket Steamship Authority

By

Robert Davis, General Manager

Town of Falmouth
AS PER SBAUTHORIZATION 4/26/2021

By Julian M. Suso 12/10/2021
Julian M. Suso, Town Manager
Duly Authorized



Woods Hole, Martha's Vineyard and Nantucket Steamship Authority

AUTHORITY MEMBERS

MARC N. HANOVER
Martha's Vineyard Member, Chairman
ROBERT S. MARSHALL
Falmouth Member, Vice Chairman
DAVID J. OLIVEIRA
New Bedford Member, Secretary
ROBERT L. O'BRIEN
Barnstable Member
H. FLINT RANNEY
Nantucket Member

WAYNE C. LARSON
General Manager

ROBERT B. DAVIS
Treasurer/Comptroller

STEVEN M. SAUNDERS
General Counsel

July 6, 2005

FAX: 508-540-0881

TO: Frank Duffy
FROM: Robert B. Davis
RE: Lease

Attached please find a copy of the current lease agreement between the Town of Falmouth and the Steamship Authority for the Woods Hole parking lot. Also find Exhibit A to this agreement for the extension and modification to the lease as a result of the conveyance of the Blacksmith Shop Road property.

Please feel free to contact me should you require any additional information in this regard.



Robert B. Davis
Treasurer/Comptroller

RBD/jw
Attachments

FILE

COPY

EXHIBIT A TO PURCHASE & SALE AGREEMENT

LEASE EXTENSION AND MODIFICATION

This Indenture is entered into March 14, 2003, by and between The Town of Falmouth, a municipal corporation of the Commonwealth of Massachusetts (hereinafter referred to as the "Town"), as Lessor, and the Woods Hole, Martha's Vineyard and Nantucket Steamship Authority (hereinafter referred to as the "Authority"), as Lessee, and extends and modified the Lease between said parties dated May 15, 2000 with respect to a certain parcel of land located in Woods Hole in the Town of Falmouth. The leased parcel is described in an instrument recorded in Barnstable County Registry of Deeds Plan Book 1432 Page 779 and is shown on the plan attached hereto as Exhibit A.

The said lease dated May 15, 2000 is hereby modified as follows:

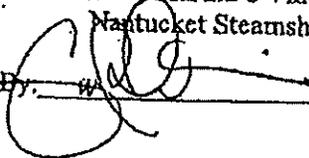
1. The term of the Lease shall be extended for an additional twelve (12) years. The extension term shall begin on January 1, 2004 and shall terminate at midnight on December 31, 2015.
2. Beginning January 1, 2004, the annual rent payable by the Authority to the Town shall be One Hundred Forty Thousand Dollars (\$140,000.00), payable in four payments of Thirty-Five Thousand Dollars (\$35,000.00) each on June 15, July 15, August 15 and September 15 of each year. Such amounts (the base rent) are subject to increase as provided in paragraph 2 of the Lease dated May 15, 2000.
3. In the event the Authority shall have sold to the Town certain property in West Falmouth, Massachusetts for One Million Two Hundred Thousand Dollars (\$1,200,000.00) pursuant to Article 15 of the Warrant for the Town's Annual November Town Meeting on or about November 18, 2002, the Town's purchase price for said conveyance is intended to be paid to the Authority in the form of rent credits in the amount of One Hundred Thousand Dollars (\$100,000.00) per annum, applied in equal shares of Twenty-Five Thousand Dollars (\$25,000.00) against each of the said payments due on June 15, July 15, August 15 and September 15 of each year. In the event such sale to the Town of Falmouth does not occur, this Extension of Lease shall independently be in full force and effect.
4. A Notice of Lease shall be recorded in Barnstable County Registry of Deeds pursuant to General Laws Chapter 183 Sec. 4.
5. Except as so modified, all the terms and conditions of said Lease dated May 15, 2000, are hereby ratified and shall remain in full force and effect.

Executed as a sealed instrument on March 14, 2003

The Town of Falmouth

By: 

Woods Hole, Martha's Vineyard and Nantucket Steamship Authority

By: 

LEASE

This Indenture of Lease made this 15th day of May, 2000.

W I T N E S S E T H

The Town of Falmouth, a municipal corporation of The Commonwealth of Massachusetts (hereinafter referred to as the "Town"), hereby leases to the Woods Hole, Martha's Vineyard and Nantucket Steamship Authority (hereinafter referred to as the "Authority"), a certain parcel of land located in the Woods Hole area of the Town of Falmouth, formerly under lease by the Trustees of the New York, New Haven and Hartford Railroad Company in a lease recorded in Book 1432, Page 779, in the Barnstable County Registry of Deeds, and delineated and shown as outlined in red on a Plan attached hereto and made a part hereof as Exhibit A, upon the following provisions, conditions and mutual covenants hereinafter set forth.

1. The term of this Lease shall begin as of the first (1st) day of January 2000 and shall terminate at midnight on the thirty-first (31st) day of December 2003.

2. For each calendar year during the term of this Lease, the Authority shall pay the Town an annual rent of One hundred Twenty-Five Thousand and NO/100 Dollars (\$125,000.00), payable

in four payments of Thirty-One Thousand, Two Hundred Fifty and NO/100 Dollars (\$31,250.00) each on June 15th, July 15th August 15th and September 15th of each year. In the event that the current \$10.00 per day peak season parking charge is increased, the Authority agrees to pay an increase in the base rent in the same proportion as the increase in that current peak season parking charge.

3. The Authority shall carry public liability insurance for the premises in amounts agreeable to the Town and shall indemnify, protect and save harmless the Town from and against all demands, claims, actions, costs, expenses or losses resulting from any and all personal injuries including deaths, however caused, if such injuries are sustained upon or result from an act performed upon the leased premises and do not result from the negligence of the Town, its agents or employees.

4. The Authority shall not use the leased premises other than for the purposes of operating a parking lot for motor vehicles of the Authority, its agents, employees and business invitees, and for maintaining a vehicular and pedestrian passway without the written consent of the Town, which consent shall not be unreasonably withheld.

5. The Authority shall bear all expenses for attendants and transport services provided by it.

6. The Authority shall, at its own cost, maintain and repair the demised premises as a parking lot. All necessary pavement markings to delineate the Shining Sea Bike Path shall be painted annually by the Authority. The Authority shall, furthermore, establish such additional warning signs for pedestrian and bicycle traffic to warn vehicles against excessive speed to ensure the safety of pedestrians and bicyclists within the leased premises.

7. The Town retains the right to enter the premises in order to install, or to have installed by other parties, underground utilities and to grant easements on the premises for the location of such underground utilities during the term of this Lease, but Town shall not enter onto the property for such purposes during the months of May, June, July, August, September and October of any year, except in the case of emergency repairs as may be determined by the Town.

8. The Authority shall allow public bicycle and foot traffic across the leased property on passageways it shall designate and will further permit such traffic to pass over property not owned by the Town in the Village of Woods Hole which lies southwesterly of the leased premises on passageways which shall be designated. Bicycle path access and operation shall be as previously operated, namely, the bicycle path shall

be a designated way, not a dedicated way, that is shared by other vehicles in accordance with the same rules of the road that apply in any public way. These passageways shall be painted once a year, no later than May 15th, with standard street paint to a width of eight feet. There also shall be provided a stencil of a bicycle warning motorists of the presence of the bicyclists and, further, the Authority agrees to install one (1) reflectorized bike symbol on the Bridge Street bridge and fourteen (14) bicycle route signs and arrows, where needed. This designated path shall extend from the Nobska Bridge to Railroad Avenue; provided, however, that the path need not be delineated on the pavement between Church Street and Bridge Street. The designated path along Little Harbor Road should be on the smooth side of the roadway as it presently exists. Further, there shall be signs in the "basin area" to indicate the existence of the path back to the center of Falmouth. Violation of this covenant shall call for a penalty in the amount of Twenty-Five and NO/100 Dollar (\$25.00) per day against the Authority. The penalty shall commence on the first day of notice by the Town to the Authority of any violation hereof. In the event that any violation has not been cured within thirty (30) days, the Town shall have the right to enter the premises and correct any violation and the Authority shall be liable for,

in addition to the before-mentioned penalty, the reasonable cost of correcting the violation.

9. The Authority shall not sublet or assign any obligations hereunder, nor may the Authority sublet or assign any rights accruing as the result of this Lease, until the Authority has notified the Town of the Authority's intention thus to assign and until thereafter the Town has given the Authority written permission thus to assign. The Town covenants with the Authority that the Town will not withhold such permission unreasonably.

10. During the term of this Lease, the Authority hereby correspondingly leases to the Town a certain parcel of land located in the Woods Hole area of the Town of Falmouth, delineated and shown as outlined in red on a Plan attached hereto and made a part hereof as Exhibit B, upon the following provisions, conditions and mutual covenants hereinafter set forth:

- (a) The Town shall carry public liability insurance for the premises in amounts agreeable to the Authority and shall indemnify, protect and save harmless the Authority from and against all demands, claims, actions, costs, expenses or losses resulting from any and all personal injuries including deaths, however

caused, if such injuries are sustained upon or result from an act performed upon the leased premises and do not result from the negligence of the Authority, its agents or employees.

- (b) The Town shall not use the leased premises other than for the purposes of operating a public metered parking area, and for maintaining a vehicular and pedestrian passway without the written consent of the Authority, which consent shall not be unreasonably withheld.
- (c) The Town shall bear all costs and expenses associated with the leased premises, including but not limited to its development, meters, fencing, striping, signage, maintenance and repair; excluding only the costs of relocating the Authority's exit gate from its current location. The Authority agrees to finance the cost of developing the leased premises, and the amount so financed shall be paid back by the Town evenly over the remaining term of this Lease by equal deductions in the annual rents paid by the Authority.

11. No provision of this Lease shall conflict in any way with the conditions set forth in Contract 3-A for the installation of sewer force mains through this area.

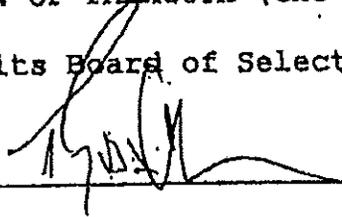
12. In order to ensure the continued harmony between the Town, the Authority and the Woods Hole community, the Town and the Authority agree to establish a three-member review committee. This committee shall consist of one person selected by the Board of Selectmen of the Town of Falmouth, one person selected by the governing body of the Authority and one member of the Woods Hole community to be designated by the Board of Selectmen of the Town of Falmouth. The representative of the Woods Hole community shall be appointed for a term of one year. The term of the person designated by the Board of Selectmen and by the Authority shall be indefinite or until a successor is appointed. The representative of the Board of Selectmen of the Town of Falmouth shall serve as chairman of the committee. The review committee shall meet as often as it deems necessary to review operations of the parking lot and shall meet at least once a year in October. The purpose of the committee shall be to review effectiveness of and compliance with the terms of this Lease; grievances and complaints about the operation of the parking lot shall continue to be heard by the Authority's General Manager or the senior parking lot supervisor or duty for resolution and disposition. The committee shall be advisory in function only and shall report its findings and recommendations

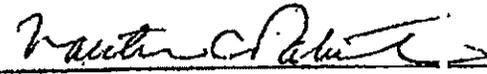
to the Board of Selectmen of the Town of Falmouth and the governing body of the Authority.

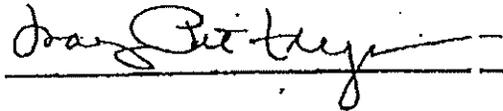
IN WITNESS WHEREOF, the parties hereto set their hands and seals this 15th day of May, 2000.

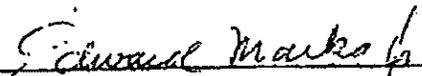
TOWN OF FALMOUTH (the "Town")

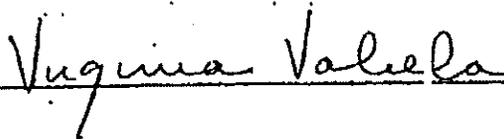
By its Board of Selectmen:



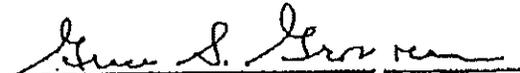






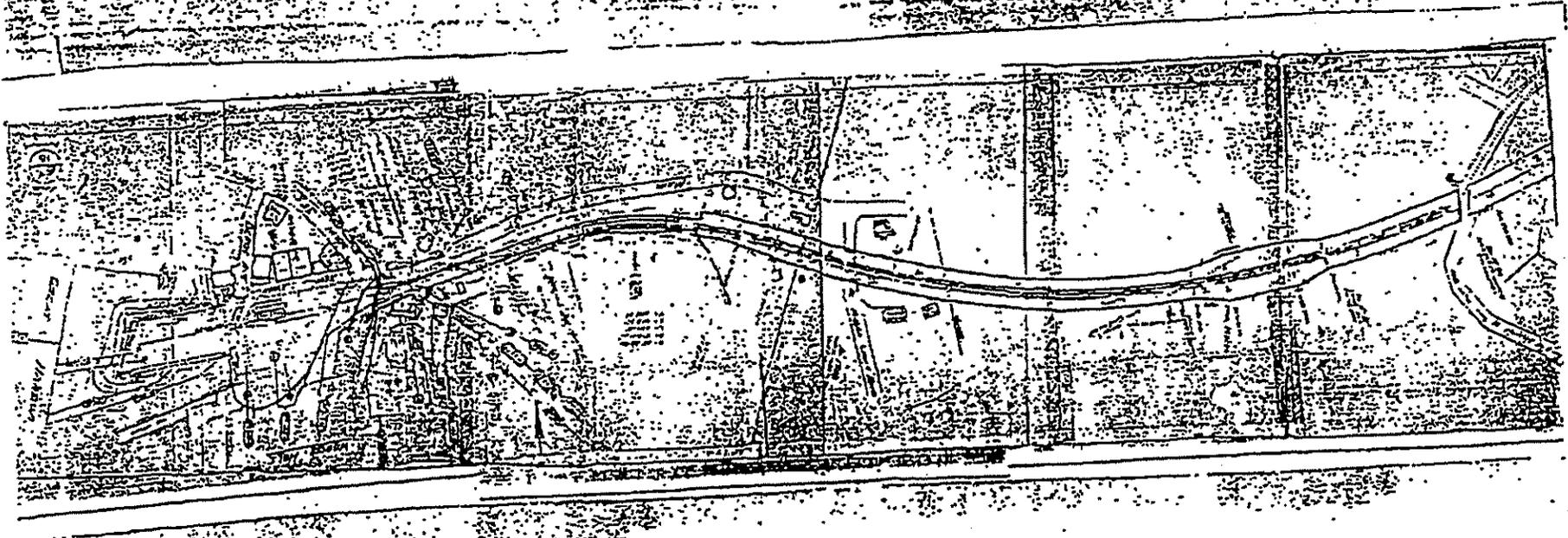


WOODS HOLE, MARTHA'S VINEYARD AND NANTUCKET STEAMSHIP AUTHORITY (the "Authority")

By: 
Grace S. Grossman, Chairman

JUL 06 2005 1:44PM
NOV 15 2002 7:27 AM

HP LASERJET 3200



OPEN SESSION

BUSINESS

9. Application for a Change of Manager of an All-Alcoholic Club License – Portuguese American Assoc. of Falmouth, Inc., located at 55 Ashumet Road, Hatchville **(5 minutes)**



AGENDA ITEM SUMMARY SHEET

ITEM NUMBER: Business 9.

ITEM TITLE: Application for a Change of Manager of an All-Alcoholic Beverages Club License- Portuguese American Assoc. of Falmouth, Inc., located at 55 Ashumet Road, Hatchville

MEETING DATE: 12/18/2023

WORK SESSION **REGULAR MEETING** **PUBLIC HEARING**

SUBMITTED BY: Mike Renshaw, Town Manager

ATTACHMENTS: ABCC Amendment, Change of Manager Form dated November 9, 2023; Entity Vote, Applicant's Statement

PURPOSE:

The Select Board will review and consider the approval of an application for change of manager of an All-Alcoholic Beverages Club License for the Portuguese American Assoc. of Falmouth, Inc., located at 55 Ashumet Road, Hatchville.

BACKGROUND/SUMMARY:

- The proposed new manager is Michael Duarte, Jr. and the last-approved manager was Robert P. Kubitschek.
- All the required documentation associated with this Change of Manager application was received by the Select Board Office as of November 28, 2023.
- The Falmouth Police and Falmouth Fire Rescue Departments have reviewed the application and have no objections to its approval.

DEPARTMENT RECOMMENDATION:

The Town Manager recommends that the Select Board approve the Application for a Change of Manager of an All-Alcoholic Beverages Restaurant License as presented.

OPTIONS:

- Motion to approve the Application for a Change of Manager of an All-Alcoholic Beverages Club License for the Portuguese American Assoc. of Falmouth, Inc., located at 55 Ashumet Road, Hatchville, as presented.

- Motion to deny approval of the application for a Change of Manager of an All-Alcoholic Beverages Club License for the Portuguese American Assoc. of Falmouth, Inc., located at 55 Ashumet Road, Hatchville, as presented .

- Board defined alternative.

BUDGET INFORMATION: Applicable: Not Applicable: Budgeted: Yes No

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

FINANCE DIRECTOR COMMENTS (IF APPLICABLE):

N/A

TOWN MANAGER COMMENTS:

The Town Manager recommends that the Select Board approve the Application for a Change of Manager of an All-Alcoholic Beverages Restaurant License as presented.

Michael Renshaw

Town Manager

12/14/2023

Date

LICENSE APPLICATION REVIEW

Restaurant/Business: Portuguese American Assn. of Falmouth, Inc.

Address: 55 Ashumet Road

License Type: _____

New or Transfer of License _____

or

Change of License Change of Manager

Police No Objection

Fire No Objection

Building _____

Health _____

Zoning _____

Planning _____

DPW _____

Assessor _____

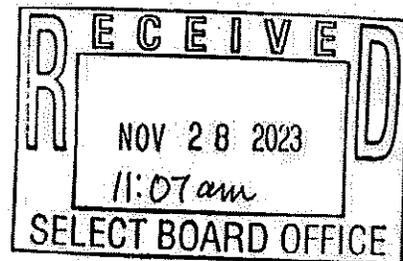
Tax Collector _____

Wastewater _____

NOTES:

Change of Manager

- Manager Application
- CORI Authorization
- Vote of the Entity
- Proof of Citizenship (Manager must be U.S. citizen)
- Payment Receipt





The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
 www.mass.gov/abcc

AMENDMENT-Change of Manager

Change of License Manager

1. BUSINESS ENTITY INFORMATION

Entity Name	Municipality	ABCC License Number
Portuguese American Association of Falmouth Inc	Falmouth	00123-CL-0390

2. APPLICATION CONTACT

The application contact is the person who should be contacted with any questions regarding this application.

Name	Title	Email	Phone
Michael Duarte Jr.	President	Paaoffalmouth@gmail.com	508-563-7396

3A. MANAGER INFORMATION

The individual that has been appointed to manage and control of the licensed business and premises

Proposed Manager Name	Michael Duarte Jr.	Date of Birth	[REDACTED]
Residential Address	40 North Ockway Rd, East Falmouth, MA 02536		
Email	Paaoffalmouth@gmail.com	Phone	[REDACTED]
Please indicate how many hours per week you intend to be on the licensed premises	40	Last-Approved License Manager	Robert P. Kubitschek

3B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen? Yes No *Manager must be U.S. citizen
 If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.
 Have you ever been convicted of a state, federal, or military crime? Yes No
 If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

3C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

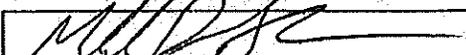
Start Date	End Date	Position	Employer	Supervisor Name
3/2008	7/2022	Security Officer	Falmouth Hospital	Christopher Kuenzel
7/2022	Present	Ceo	Portuguese American Association	Michael Duarte

3D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? Yes No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature  Date 11/9/23

ENTITY VOTE

The Board of Directors or LLC Managers of Portuguese American Association of Falmouth Inc.
Entity Name

duly voted to apply to the Licensing Authority of Falmouth and the
City/Town

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on 9/11/23
Date of Meeting

For the following transactions (Check all that apply):

Change of Manager

Other

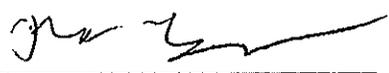
"VOTED: To authorize Robert P. Kubitschek
Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

"VOTED: To appoint Michael Duarte Jr.
Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,


Corporate Officer /LLC Manager Signature

Tyler Lino
(Print Name)

For Corporations ONLY

A true copy attest,

Corporation Clerk's Signature

(Print Name)

APPLICANT'S STATEMENT

I, Michael Duarte Jr. the: sole proprietor; partner; corporate principal; LLC/LLP manager
Authorized Signatory

of Portuguese American Association of Falmou
Name of the Entlty/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature:

[Handwritten Signature]

Date:

11/09/2023

Title:

President

OPEN SESSION

BUSINESS

10. Consider a letter of support for Sen. Moran's Senate Bill 1315 **(5 minutes)**



AGENDA ITEM SUMMARY SHEET

ITEM NUMBER: Business 10.

ITEM TITLE: Consider a Letter of Support for Sen. Moran's Senate Bill 1315

MEETING DATE: 12/18/2023

WORK SESSION **REGULAR MEETING** **PUBLIC HEARING**

SUBMITTED BY: Mike Renshaw, Town Manager

ATTACHMENTS: SB 1315 Act Relative to Municipal Equity in Steamship Authority Operations, Draft Letter of Support

PURPOSE:

The Select Board will discuss Senate Bill 1315 and consider a vote to approve a Letter of Support for the legislation.

BACKGROUND/SUMMARY:

- The Steamship Authority has long played a critical role in facilitating and coordinating the transportation of people, cars, and necessary provisions for the Cape and Islands communities.
- Although the role which the Authority plays in the logistical support of our communities is widely recognized and understood, it is also widely recognized that the vehicle and truck traffic that the Authority's operations generate also at times have a negative impact on the quality of life of our community.

- At this time, the islands of Nantucket and Martha’s Vineyard control 70% of the voting power for the Authority which results in their ability to take unilateral actions and therefore creating a power imbalance which tends to disenfranchise mainland towns.
- It is important that all towns, mainland and island, receive equal representation in regard to the decision-making process.
- S. 1315, entitled An Act Relative to Municipal Equity in Steamship Authority Operations, would amend the enabling act of the Steamship Authority to provide more equitable representation to the towns of Falmouth, Barnstable, and New Bedford by requiring that, for any action to be taken by the Authority on a matter in which the towns of Martha’s Vineyard and Nantucket vote the same way, there must also be a vote of at least one of the members of Falmouth, Barnstable, or New Bedford in agreement with the Martha’s Vineyard and Nantucket votes

DEPARTMENT RECOMMENDATION:

The Town Manager recommends that the Select Board vote to approve and transmit the attached Letter of Support for Senator Moran’s Seante Bill 1315 and authorize the Chair to sign the letter.

OPTIONS:

- Motion to approve and transmit the attached Letter of Support for Senator Moran’s Seante Bill 1315 and authorize the Chair to sign the letter.
- Motion to deny approval of the attached Letter of Support for Senator Moran’s Seante Bill 1315 and authorize the Chair to sign the letter.
- Some other Board defined alternative.

BUDGET INFORMATION: Applicable: Not Applicable: Budgeted: Yes No

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

FINANCE DIRECTOR COMMENTS (IF APPLICABLE):

N/A

TOWN MANAGER COMMENTS:

The Town Manager recommends that the Select Board vote to approve and transmit the attached Letter of Support for Senator Moran's Seante Bill 1315 and authorize the Chair to sign the letter.

Michael Renshaw

Town Manager

12/14/2023

Date



TOWN OF FALMOUTH

Office of the Town Manager & Select Board

59 Town Hall Square, Falmouth, Massachusetts 02540

Telephone: (508) 495-7320

townmanager@falmouthma.gov

December 18, 2023

Office of the Clerk of the House
24 Beacon Street, Room 145
State House
Boston, MA 02133

Office of the Clerk of the Senate
24 Beacon Street, Room 335
State House
Boston, MA 02133

Via email: municipalitiescommittee@gmail.com

Dear House and Senate Clerks:

As Chairperson of the Falmouth Select Board, I am writing to express the Board's unanimous support of Senate Bill 1315, An Act relative to municipal equity in Steamship Authority operations. S. 1315 would amend the enabling act of the Steamship Authority to provide more equitable representation to the towns of Falmouth, Barnstable, and New Bedford by requiring that, for any action to be taken by the Authority on a matter in which the towns of Martha's Vineyard and Nantucket vote the same way, there must also be a vote of at least one of the members of Falmouth, Barnstable, or New Bedford in agreement with the Martha's Vineyard and Nantucket votes. This bill takes a small step to grant influence to the three mainland ports.

The Town of Falmouth, as a host community for the Steamship Authority's operations and service to the islands, is adversely impacted by those operations, particularly with respect to 18-wheeler and large truck traffic and the resulting wear and tear on the Town's road system and the impact of noise on the quality of life of our residents. While the Town of Falmouth supports the mission of the Steamship Authority and understands the needs of the islands' residents and businesses, it is essential that Falmouth be able to have a significant voice in the policy decisions of the Steamship Authority to ensure consideration of the real-world effects of those decisions on its residents. Accordingly, the passage of S. 1315 will allow all the affected municipalities to work collaboratively to find equitable solutions to the issues affecting their communities and the quality of life of their residents.

Very Respectfully,

Nancy Robbins Taylor, Chair
Town of Falmouth Select Board

SENATE No. 1315

The Commonwealth of Massachusetts

PRESENTED BY:

Susan L. Moran

To the Honorable Senate and House of Representatives of the Commonwealth of Massachusetts in General Court assembled:

The undersigned legislators and/or citizens respectfully petition for the adoption of the accompanying bill:

An Act relative to municipal equity in Steamship Authority operations.

PETITION OF:

NAME:

Susan L. Moran

DISTRICT/ADDRESS:

Plymouth and Barnstable

SENATE No. 1315

By Ms. Moran, a petition (accompanied by bill, Senate, No. 1315) of Susan L. Moran for legislation relative to municipal equity in Steamship Authority operations. Municipalities and Regional Government.

The Commonwealth of Massachusetts

In the One Hundred and Ninety-Third General Court
(2023-2024)

An Act relative to municipal equity in Steamship Authority operations.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

1 The fourth paragraph of section 3 of chapter 701 of the acts of 1960, as most recently
2 amended by section 3 of chapter 429 of the acts of 2002, is hereby further amended by striking
3 out the second and third sentences and inserting the following sentence:- The votes of the
4 members of the authority shall be weighted such that the county of Dukes County member's vote
5 shall count as 35 per cent of the whole; the Nantucket member's vote shall count as 35 per cent
6 of the whole; and the Barnstable, Falmouth and New Bedford members' votes shall each count as
7 10 per cent of the whole, to the end that the votes of the county of Dukes County and Nantucket
8 members, if cast on the same side of any motion placed before the authority, shall pass or defeat
9 that motion, provided, however, that a vote of greater than 50 per cent of the weighted vote and a
10 vote from a town whose vote is weighted under 15 per cent shall be necessary for any action
11 taken by the authority.

OPEN SESSION

BUSINESS

11. Approve annual license renewals for 2024 **(5 minutes)**



AGENDA ITEM SUMMARY SHEET

ITEM NUMBER: Business 11.

ITEM TITLE: Approve annual license renewals for 2024

MEETING DATE: 12/18/2023

WORK SESSION **REGULAR MEETING** **PUBLIC HEARING**

SUBMITTED BY: Mike Renshaw, Town Manager

ATTACHMENTS: Annual Renewal Requirement Checklist, List of Annual Renewals for November 20, 2023

PURPOSE:

The Select Board will consider the approval of multiple 2024 annual license renewals.

BACKGROUND/SUMMARY:

- Annual renewal applications and checklists of all required documents and payments due were sent to all licensees.
- The below listed licensees have submitted all the renewal requirements on the checklist, and the licenses are ready to be approved for renewal for 2024:
 - **ALL ALCOHOL RESTAURANT WITH COMMON VICTUALLER**
 - Anchor Ale House, 100 Davis Straits
 - Aquatic Brewing, 661 Main Street
 - Bluefins, 295 Main Street
 - Cape Cod Country Club, 48 Theatre Drive

- Chapoquoit Grill, 410 West Falmouth Highway
- DJ's Family Sports Pub, 870 Main Street, Unit A
- East End Tap, 734 Teaticket Highway
- Estia, 117 Main Street
- Falmouth Cinema Pub, 137 Teaticket Highway
- Falmouth Jade, 143 East Falmouth Highway
- Flying Bridge Restaurant, 220 Scranton Avenue
- Grumpy's Pub, 29 Locust Street
- Jack's restaurant & Bar, 327 Gifford Street
- La Cucina sul Mare, 237 Main Street
- Liam Maguire's, 273 Main Street
- New Peking Palace, 452 Main Street
- Papa Jake's, 146 Sandwich Road
- Paul's Pizza, 14 Benham Road
- Quahog Republic Dive Bar, 97-99 Spring Bars Road
- Quahog Republic's Leaside Pub, 29 Railroad Avenue
- Shipwrecked, 263 Grand Avenue
- Shiverick's Café & Bar, 285 Main Street
- Silver Lounge, 999 Route 28A
- Soprano's Casino by the Sea, 286 Grand Avenue
- Sweet Rice, 167 Teaticket Highway
- The Cape Club, 125 Falmouth Woods Road
- The Conference Table, 205 Worcester Court
- The Glass Onion, 37 North Main Street
- Tiger Ramen, 587 Main Street, Unit 102
- Timber, 23 Town Hall Square
- **ALL ALCOHOL INNHOLDER AND INNHOLDER**
 - Coonamesett Inn, 311 Gifford Street
 - Holiday Inn Falmouth, 291 Jones Road
 - Seacrest Concessionaire, LLC d/b/a Seacrest, 350 Quaker Lane
- **ALL ALCOHOL CLUB**
 - Amvets Falmouth Post 70, Inc., 336 Palmer Avenue
 - Cape Cod Curling Club, 37 Highfield Drive
 - Cape Verdean Club of Falmouth, Inc. 126 Sandwich Road
 - Falmouth Elks Lodge #2380, 140 Palmer Avenue
 - Falmouth Rod & Gun Club 25 Sportsman Lane
 - Falmouth Yacht Club, 290 Clinton Avenue
 - Green Pond Yacht Club, 366 Menauhant Road

- Midway Trap & Skeet, 284 Old Meetinghouse Road
- Portuguese American Assn., 55 Ashumet Road
- Woods Hole Golf Club, 130 Quissett Avenue

- **WINE & MALT RESTAURANT with COMMON VICTUALER**
 - Bangkok Thai Cuisine, 291 Main Street
 - Crabapples, 553 Palmer Avenue
 - Silver Beach Pizza & Seafood, 557 North Falmouth Highway, Building A
 - Steve's Pizzeria & More, 374 Main Street

- **WINE, MALT & CORDIAL RESTAURANT with COMMON VICTUALLER**
 - Country Fare, 319 Main Street

- **WINE & MALT INNHOLDER**
 - Fontelux Hospitality Systems LLC d/b/a Palmer House Inn, 81 Palmer Avenue

- **BREWERY – WINERY**
 - Aquatic Brewing, 661 Main Street
 - Bad Martha's, 876 East Falmouth Highway

- **COMMON VICTUALLER**
 - J2 Bagels, Inc. d/b/a Cape Cod Bagels, 419 Palmer Avenue
 - Coffee Obsession, 110 Palmer Avenue
 - Coffee Obsession, 38 Water Street
 - D'Angelo's, 689 Main Street
 - Devour, 352 Main Street
 - Dunkin Donuts, 614 Main Street
 - Dunkin Donuts, 4 Sandwich Road
 - Dunkin Donuts, 363 East Falmouth Highway
 - Dunkin Donuts, 634 Holly Park Road
 - Dunkin Donuts, 1184 Sandwich Road
 - Falmouth Hospital Cafeteria, 100 Ter Heun Drive
 - Homeport Sushi, 316 Gifford Street
 - Le Bon Jour, 424 East Falmouth Highway, Unit A3
 - McDonald's, 263 Teaticket Highway
 - Moonakis Café, 460 Waquoit Highway
 - Papa Gino's, 56 Davis Straits
 - Peel Pizza, 31 Teaticket Highway

- Starbucks, 11 Davis Straits
- Subway Sandwiches, 137 Teaticket Highway
- Thai Kitchen, 258 Teaticket Highway
- The Blended Berry, 56 Davis Straits
- The Buffalo Jump, 277 Hatchville Road
- The Portuguese, 424 East Falmouth Highway, Unit B101
- The Stand, 75 County Road
- The Vine, 824 Main Street
- Lobos House of Pizza, 338 East Falmouth Highway

○ **ENTERTAINMENT**

- Bad Martha's, 876 East Falmouth Highway
- Cape Arts & Entertainment, 60 Highfield Drive
- Cape Verdean Club, 126 Sandwich Road
- Coffee Obsession, 110 Palmer Avenue
- Coffee Obsession, 38 Water Street
- Coonamessett Inn, 311 Gifford Street
- East End Tap, 734 Teaticket Highway
- Falmouth Yacht Club, 290 Clinton Avenue
- Flying Bridge Restaurant, 220 Scranton Avenue
- Green Pond Yacht Club, 366 Menauhant Road
- Grumpy's Pub, 29 Locust Street
- Holiday Inn, 291 Jones Road
- Jack's Restaurant & Bar, 327 Gifford Street
- Liam Maguire's, 273 Main Street
- Papa Jakes, 146 Sandwich Road
- Portuguese American Assn., 55 Ashumet Road
- Quahog Republic Dive Bar, 97-99 Spring Bars Road
- Quahog Republic's Leaside Pub, 29 Railroad Avenue
- Seacrest Concessionaire, LLC d/b/a Seacrest, 350 Quaker Lane
- Shipwrecked, 263 Grand Avenue
- Shiverick's Café & Bar, 285 Main Street
- Silver Lounge, 999 Route 28A
- Soprano's Casino by the Sea, 286 Grand Avenue
- The Cape Club 125 Falmouth Woods Road
- The Conference Table 205 Worchester Court
- Timber, 23 Town Hall Square
- Tony Andrews Farm 394 Old Meetinghouse Road

- Woods Hole Golf Club, 130 Quissett Avenue

○ **SUNDAY ENTERTAINMENT**

- Bad Martha's, 876 East Falmouth Highway
- Coonamessett Inn, 311 Gifford Street
- Flying Bridge Restaurant, 220 Scranton Avenue
- Grumpy's Pub, 29 Locust Street
- Holiday Inn, 291 Jones Road
- Liam Maguire's, 273 Main Street
- Portuguese American Assn., 55 Ashumet Road
- Quahog Republic's Leaside Pub, 29 Railroad Avenue
- Seacrest Concessionaire, LLC d/b/a Seacrest, 350 Quaker Lane
- Shipwrecked, 263 Grand Avenue
- Shivericks Café & Bar, 285 Main Street
- Soprano's Casino by the Sea, 286 Grand Avenue
- The Cape Club 125 Falmouth Woods Road

○ **MOTOR VEHICLE CLASS I**

- Capstan Yachts, 56 Scranton Avenue, Unit A

○ **MOTOR VEHICLE CLASS II**

- Cid's Auto Brokers, 91 Carl Landi Circle
- Falmouth Auto Center, 614 East Falmouth Highway
- Frank's Auto Sales, 442R-444 East Falmouth Highway
- Frank Battles, 14 Depot Avenue
- M&N Auto Mall, 20A Village Common Drive

○ **AUTOMATIC AMUSEMENT DEVICE**

- DJ's Family Sports Pub, 870 Main Street, Unit A
- Falmouth Cinema Pub, 137 Teaticket Highway
- Grumpy's Pub, 29 Locust Street
- Quahog Republic Dive Bar, 97-99 Spring Bars Road
- Seacrest Concessionaire, LLC d/b/a Seacrest, 350 Quaker Lane

○ **TAXI – LIMOUSINE**

- AA Taxi, 90 Boxberry Hill Road
- All Seasons Taxi, 45 Simpson Lane
- Falmouth Taxi, 424 East Falmouth Highway, Unit A1

DEPARTMENT RECOMMENDATION:

The Town Manager recommends that the Select Board approve the annual license renewals for 2024 as presented.

OPTIONS:

- Motion to approve the 2024 annual license renewals as presented.
- Motion to deny approval of the 2024 license renewals as presented.

BUDGET INFORMATION: Applicable: Not Applicable: Budgeted: Yes No

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

FINANCE DIRECTOR COMMENTS (IF APPLICABLE):

N/A

TOWN MANAGER COMMENTS:

The Town Manager recommends that the Select Board approve the annual license renewals for 2024 as presented.

Michael Renshaw

12/15/2023

Town Manager

Date

December 18, 2023

ALL ALCOHOL RESTAURANT with COMMON VICTUALLER

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TAXI – LIMOUSINE

AA Taxi, 90 Boxberry Hill Road
All Seasons Taxi, 45 Simpson Lane
Falmouth Taxi, 424 East Falmouth Highway, Unit A1

OPEN SESSION

CONSENT AGENDA

1. Administrative Orders

- a. Approve the petition of NSTAR Electric Company d/b/a Eversource Energy for permission to install one (1) new FO pole labeled 10/136 with anchor approximately 137' (feet) east of existing pole 10/135 and to install one (1) new FO pole labeled 10/137 with anchor approximately 137' (feet) east of newly installed pole 10-136. This work is necessary to provide electric service to 995 Sandwich Road.



AGENDA ITEM SUMMARY SHEET

ITEM NUMBER: Consent Agenda. Administrative 1.a.

ITEM TITLE: Approve the petition of NSTAR Electric Company d/b/a Eversource Energy for permission to install one new FO pole labeled 10/136 with anchor approximately 137' east of existing pole 10/135 and to install one new FO pole labeled 10/137 with anchor approximately 137' east of newly installed pole 10/136. This work is necessary to provide electric service to 995 Sandwich Road.

MEETING DATE: 12/18/2023

WORK SESSION **REGULAR MEETING** **PUBLIC HEARING**

SUBMITTED BY: Mike Renshaw, Town Manager

ATTACHMENTS: Eversource petition documents dated November 17, 2023, Public Hearing Notice, December 13, 2023; Falmouth Town Engineer's Recommendation Letter

PURPOSE:

The Select Board will consider the approval of a petition by Eversource Energy for the installation of two Fully Owned poles on Sandwich Road necessary to provide service to 995 Sandwich Road.

BACKGROUND/SUMMARY:

- Eversource Energy submitted the attached petition for the installation of two (2) fully owned (FO) poles along Sandwich Rd. on November 17, 2023 under Work Order and Plan No. 14996862.
- The poles are required to provide service to 995 Sandwich Road, and a notice to abutters was sent and a public hearing was held on December 13, 2023.

- The Town Engineer's Office recommends approval of the petition as presented, with the requirement that all street openings require a permit from the Engineering Office.

DEPARTMENT RECOMMENDATION:

The Town Engineer is recommending that the Select Board approve the petition by Eversource Energy for the installation of two fully owned poles along Sandwich Road under submitted Plan No. 14996862 as presented.

OPTIONS:

- Motion to approve the petition by Eversource Energy for the installation of two fully owned poles along Sandwich Road under submitted Plan No. 14996862 as presented.
- Motion to deny approval of the petition for the installation of two fully owned poles along Sandwich Road under submitted Plan No. 14996862 as presented.
- Some other Board defined alternative.

BUDGET INFORMATION: Applicable: Not Applicable: Budgeted: Yes No

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

FINANCE DIRECTOR COMMENTS (IF APPLICABLE):

N/A

TOWN MANAGER COMMENTS:

The Town Manager recommends that the Select Board approve the petition by Eversource Energy for the installation of two fully owned poles along Sandwich Road under submitted Plan No. 14996862 as presented.

Michael Renshaw

Town Manager

12/14/2023

Date



Town of Falmouth

Department of Public Works - Engineering Division

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

Nicholas Croft, Engineering Technician

nicholas.croft@falmouthma.gov

Date: December 14, 2023

To: Board of Selectmen

From: Nicholas Croft, Hearing Officer

Subject: Eversource – Petition to install two (2) FO-Poles on Sandwich Road

A petition was submitted by Eversource to install two (2) Fully owned poles on Sandwich Road. These poles are fully owned by Eversource.

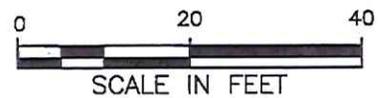
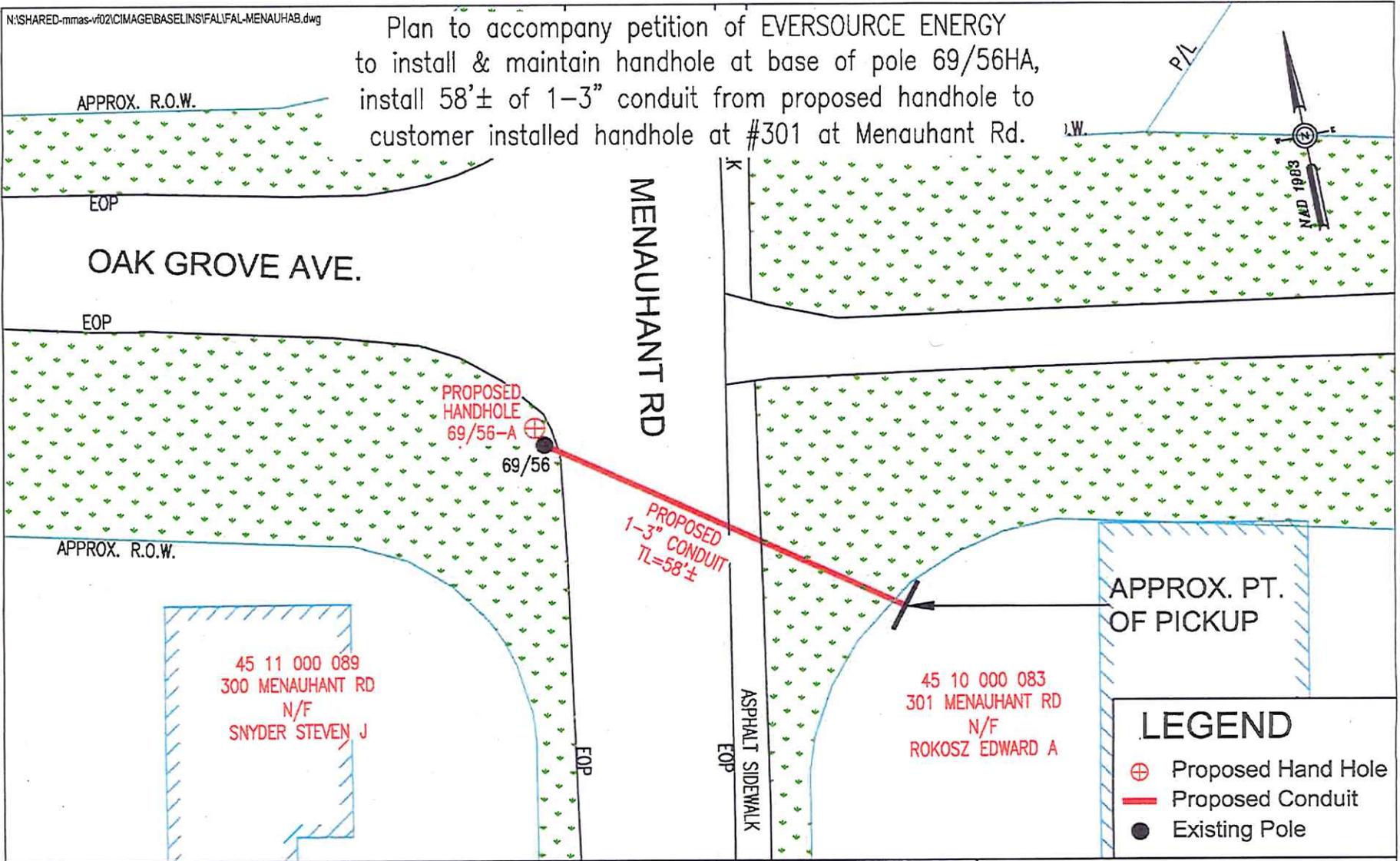
The Engineering recommendation is to approve the request as submitted on Plan No. 14996862, W/O #14996862, dated November 6, 2023.

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

Thank you,

Nicholas Croft
Engineering Technician
DPW Engineering Division

Plan to accompany petition of EVERSOURCE ENERGY to install & maintain handhole at base of pole 69/56HA, install 58'± of 1-3" conduit from proposed handhole to customer installed handhole at #301 at Menauhant Rd.



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MASS. LAW

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

Plan #	15143984
Ward #	
Work Order #	15143984
Surveyed by:	-
Research by:	GR
Plotted by:	GR
Proposed Structures:	GR
Approved:	K. RICE
P#	



1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125	
Plan of MENAUHANT ROAD	
FALMOUTH	
Showing PROPOSED CONDUIT LOCATION	
Scale	1"=20'
Date	NOVEMBER 13, 2023
SHEET	1 of 1

COPY

November 17, 2023
RE: WO# 14996862

Town of Falmouth
59 Town Hall Square
Falmouth, MA 02540

Dear Nicholas Croft,

Enclosed is a petition to install one (2) new FO poles with anchors along Sandwich Road, Falmouth

These proposed locations are necessary to provide electric service to 995 Sandwich Road.
This petition will require a notice to abutters and a hearing.

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

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

Warm Regards,

Jessica Elder

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

PETITION FOR POLE LOCATIONS
WO#14996862

November 17, 2023

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

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

requests permission to locate poles, wires, cables, and fixtures, including the necessary sustaining and protecting fixtures to be owned and used in common by your petitioners, along and across the following public way or ways:

Sandwich Road, Falmouth

To install 1 new FO pole labeled 10/136 with anchor approximately 137' (feet) east of existing pole 10/135.
To install 1 new FO pole labeled 10/137 with anchor approximately 137' (feet) east of newly installed pole 10/136.

Wherefore we pray that after due notice and hearing as provided by law, we be granted joint or identical locations for permission to erect and maintain poles, wires, and cables, together with such sustaining and protecting fixtures as they may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked **Plan. 14996862** Dated November 6, 2023.

Also, for permission to lay and maintain underground cables, conduits, wires, and necessary equipment in the above or intersecting public ways for the purpose of making connections with the poles and buildings as each may desire for distributing purposes.

Your petitioner agrees to reserve space for one crossarm at a suitable point on each of said poles for the fire, police, telephone, and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

**NSTAR ELECTRIC COMPANY
d/b/a EVERSOURCE ENERGY**

By: Jessica Elder

Right of Way Agent
Jessica S. Elder

**FORM OF ORDER FOR POLE LOCATIONS
WO#14996862**

SELECT BOARD FOR THE TOWN OF FALMOUTH, MASSACHUSETTS.

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

that **NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY**

be and they are hereby granted locations for permission to erect and maintain poles and their respective wires and cables to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Companies dated the 17th day of November 2023.

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

Poles shall be of sound timber and reasonably straight and shall be set substantially at the points indicated upon the plan marked Plan No. 14996862 Dated November 6, 2023 filed with said petition. There may be attached to said poles by said **NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY** necessary wires, cables and fixtures and all said wires and cables shall be placed at a height of not less than 18 feet from the ground at highway crossings, and not less than 16 feet from the ground elsewhere.

The following are public ways or parts of ways along which the poles above referred to may be erected, and the number of poles which may be erected thereon under this order:

Sandwich Road, Falmouth

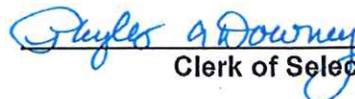
To install 1 new FO pole labeled 10/136 with anchor approximately 137' (feet) east of existing pole 10/135.
To install 1 new FO pole labeled 10/137 with anchor approximately 137' (feet) east of newly installed pole 10/136.

Two (2) FO Poles with anchors 10/136 & 10/137

These pole locations are necessary to provide electric service to 995 Sandwich Road.

Also, that permission be and hereby granted to said company to lay and maintain underground cables, conduits, wires, and necessary equipment in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each may desire for distributing purposes.

I hereby certify that the foregoing order was adopted at a meeting of the Select Board for the Town of Falmouth, Massachusetts held on the 18th day of December 2023.


Clerk of Select Board

_____, Massachusetts _____ 2023.

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

Attest:

Town Clerk

We hereby certify that on December 13, 2023, at 2:30 o'clock, P. M. at Falmouth Town Hall a public hearing was held on the petition of the

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

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

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

CERTIFICATE

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

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

Attest:

Town Clerk.

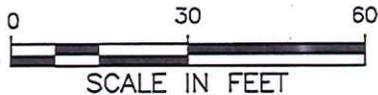
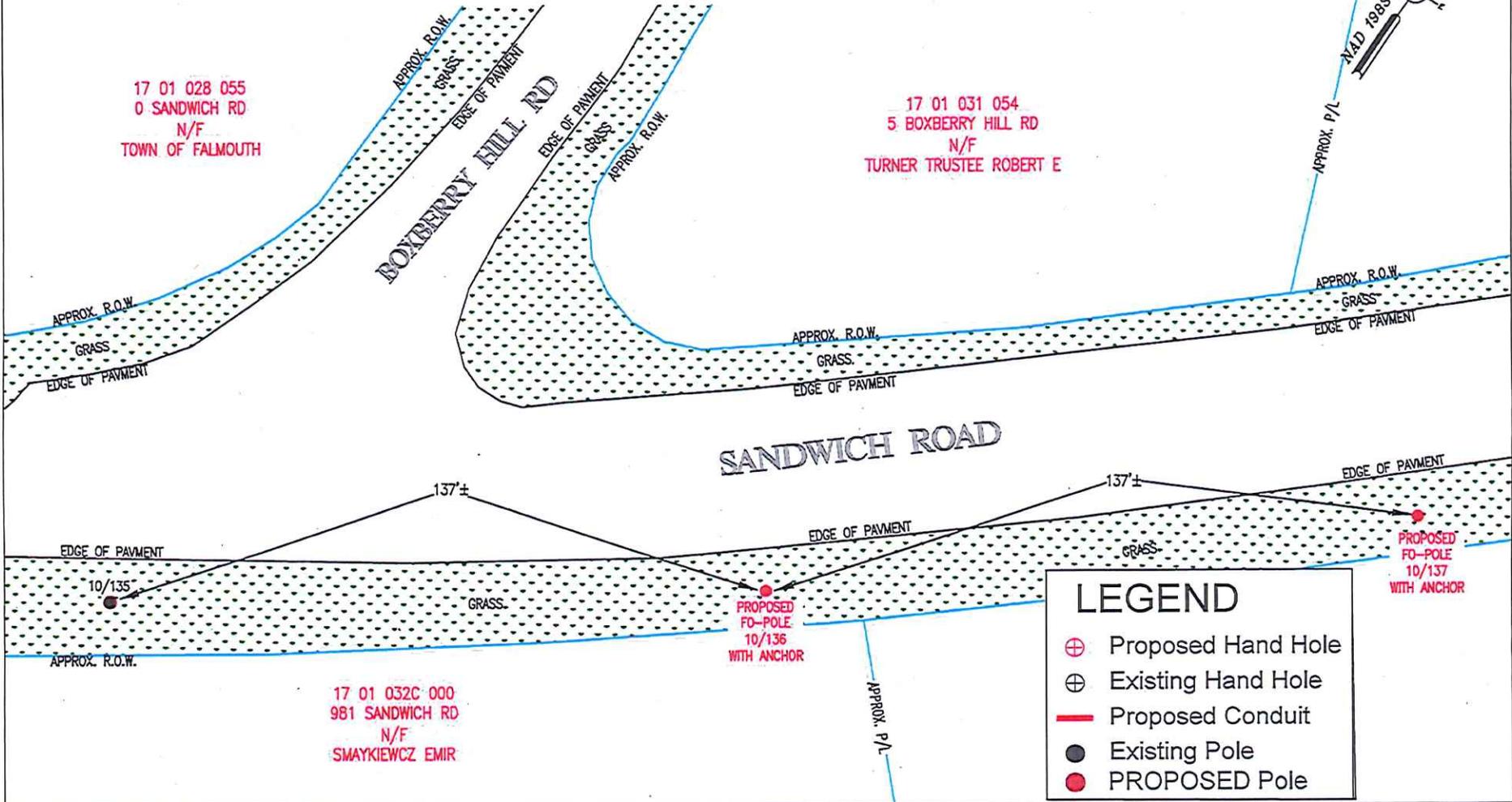
WO# 14527493
SANDWICH RD
FALMOUTH, MA 02540

17 01 028 055
0 SANDWICH RD
N/F
TOWN OF FALMOUTH
59 TOWN HALL SQ
FALMOUTH, MA 02540

17 01 031 054
5 BOXBERRY HILL RD
N/F
TURNER TRUSTEE ROBERT E
5 BOXBERRY HILL RD
E FALMOUTH, MA 02536

17 01 032C 000
981 SANDWICH RD
N/F
SMAYKIEWCZ EMIR
981 SANDWICH RD
EAST FALMOUTH, MA 02536

Plan to accompany petition of EVERSOURCE ENERGY to install two poles with anchor 10/136 & 10/137 on Sandwich Road.



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

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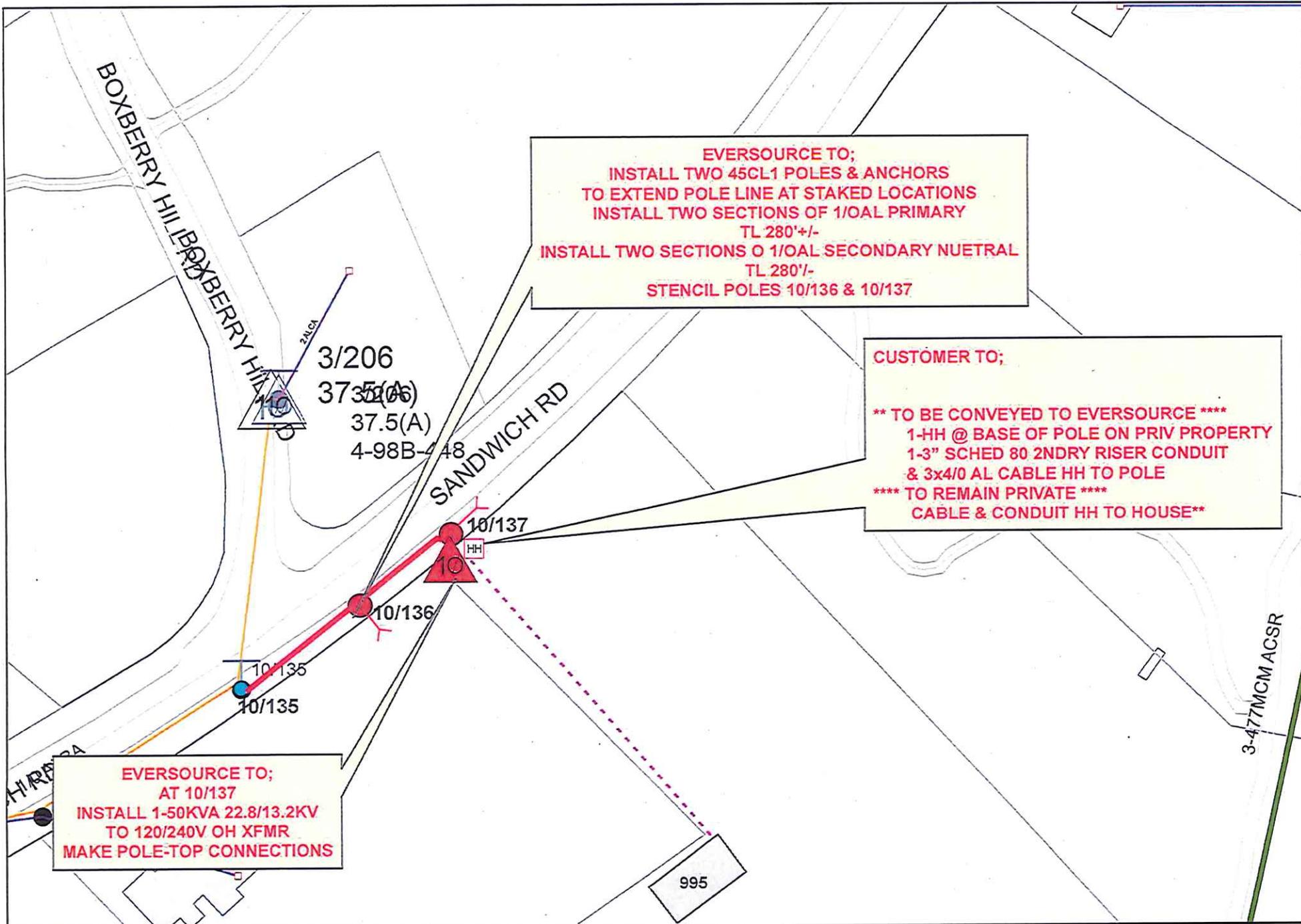
MASS. LAW

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

Plan #	14996862
Ward #	-
Work Order #	14996862
Surveyed by:	N/A
Research by:	GR
Plotted by:	GR
Proposed Structures:	GR
Approved:	K. RICE
P#	

NSTAR EVERSOURCE
ELECTRIC
d/b/a
1185 MASSACHUSETTS AVE. DORCHESTER, MASS. 02123

Plan of	SANDWICH ROAD
	FALMOUTH
Showing	PROPOSED POLE LOCATIONS
Scale	1"=30'
Date	NOVEMBER 6, 2023
SHEET	1 of 1



EVERSOURCE TO;
 INSTALL TWO 45CL1 POLES & ANCHORS
 TO EXTEND POLE LINE AT STAKED LOCATIONS
 INSTALL TWO SECTIONS OF 1/OAL PRIMARY
 TL 280'+/-
 INSTALL TWO SECTIONS OF 1/OAL SECONDARY NEUTRAL
 TL 280'+/-
 STENCIL POLES 10/136 & 10/137

CUSTOMER TO;
 ** TO BE CONVEYED TO EVERSOURCE ****
 1-HH @ BASE OF POLE ON PRIV PROPERTY
 1-3" SCHED 80 2NDRY RISER CONDUIT
 & 3x4/0 AL CABLE HH TO POLE
 **** TO REMAIN PRIVATE ****
 CABLE & CONDUIT HH TO HOUSE**

EVERSOURCE TO;
 AT 10/137
 INSTALL 1-50KVA 22.8/13.2KV
 TO 120/240V OH XFMR
 MAKE POLE-TOP CONNECTIONS



PUBLIC HEARING NOTICE

You are hereby notified that a hearing will be held at Falmouth Town Hall in the Old Water Department Room at 2:30 p.m. on Wednesday, December 13, 2023, upon the petition of NSTAR Electric Company d/b/a Eversource Energy for permission to install one (1) new FO pole labeled 10/136 with anchor approximately 137' (feet) east of existing pole 10/135 and to install one (1) new FO pole labeled 10/137 with anchor approximately 137' (feet) east of newly installed pole 10-136.

This work is necessary to provide electric service to 995 Sandwich Road.

Per Order of the Falmouth Select Board

Publication Date: Friday, December 1, 2023, Falmouth Enterprise

OPEN SESSION

CONSENT AGENDA

1. Administrative Orders

- b. Approve the petition of NSTAR Electric Company d/b/a Eversource Energy for permission to install a new handhole to be labeled 69/56-A and to install approximately 58' (feet) of conduit and cable under the town road southeasterly starting at new handhole 69/56-A at the base of existing pole 69/56. This work is necessary to provide electric service to 301 Menauhant Road.



AGENDA ITEM SUMMARY SHEET

ITEM NUMBER: Consent Agenda. Administrative 1.b.

ITEM TITLE: Approve the petition of NSTAR Electric Company d/b/a Eversource Energy for permission to install a new handhole to be labeled 69/56-A and to install approximately 58' of conduit and cable under the town road southeasterly starting at new handhole 69/56-A at the base of existing pole 69/56. This work is necessary to provide service to 301 Menauhant Road.

MEETING DATE: 12/18/2023

WORK SESSION **REGULAR MEETING** **PUBLIC HEARING**

SUBMITTED BY: Mike Renshaw, Town Manager

ATTACHMENTS: Eversource petition documents dated November 17, 2023, Public Hearing Notice, December 13, 2023; Falmouth Town Engineer's Recommendation Letter

PURPOSE:

The Select Board will consider the approval of a petition by Eversource to install a new handhole to be labeled 69/56-A and to install approximately 58' of conduit and cable under the town road southeasterly starting at new handhole 69/56-A at the base of existing pole 69/56.

This work is necessary to provide electric service to 301 Menauhant Road.

BACKGROUND/SUMMARY:

- Eversource Energy submitted the attached petition to install a new handhole to be labeled 69/56-A and to install approximately 58' of conduit and cable under the town

road southeasterly starting at new handhole 69/56-A at the base of existing pole 69/56.

- The work is required to provide service to 301 Menauhant Road, and a notice to abutters was sent and a public hearing was held on December 13, 2023.
- The Town Engineer’s Office recommends approval of the petition as presented, with the requirement that all street openings require a permit from the Engineering Office.

DEPARTMENT RECOMMENDATION:

The Town Engineer is recommending that the Select Board approve the petition by Eversource Energy to install a new handhole to be labeled 69/56-A and to install approximately 58’ of conduit and cable under the town road southeasterly starting at new handhole 69/56-A at the base of existing pole 69/56, as presented under Plan No. 15143984.

OPTIONS:

- Motion to approve the petition by Eversource Energy to install a new handhole to be labeled 69/56-A and to install approximately 58’ of conduit and cable under the town road southeasterly starting at new handhole 69/56-A at the base of existing pole 69/56, as presented under Plan No. 15143984.
- Motion to deny approval of the by Eversource Energy to install a new handhole to be labeled 69/56-A and to install approximately 58’ of conduit and cable under the town road southeasterly starting at new handhole 69/56-A at the base of existing pole 69/56, as presented under Plan No. 15143984.
- Some other Board defined alternative.

BUDGET INFORMATION: Applicable: Not Applicable: Budgeted: Yes No

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

FINANCE DIRECTOR COMMENTS (IF APPLICABLE):

N/A

TOWN MANAGER COMMENTS:

The Town Manager recommends that the Select Board approve the petition by Eversource Energy to install a new handhole to be labeled 69/56-A and to install approximately 58' of conduit and cable under the town road southeasterly starting at new handhole 69/56-A at the base of existing pole 69/56, as presented under Plan No. 15143984.

Michael Renshaw

Town Manager

12/14/2023

Date



Town of Falmouth

Department of Public Works - Engineering Division

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

Nicholas Croft, Engineering Technician

nicholas.croft@falmouthma.gov

Date: December 14, 2023

To: Board of Selectmen

From: Nicholas Croft, Hearing Officer

Subject: Eversource – Petition to install ±58' of underground conduit and one handhole on Menauhant Road

A petition was submitted by Eversource to install ±58' of underground 1-4" conduit and one (1) handhole on Menauhant Road for service at #301 Menauhant Road

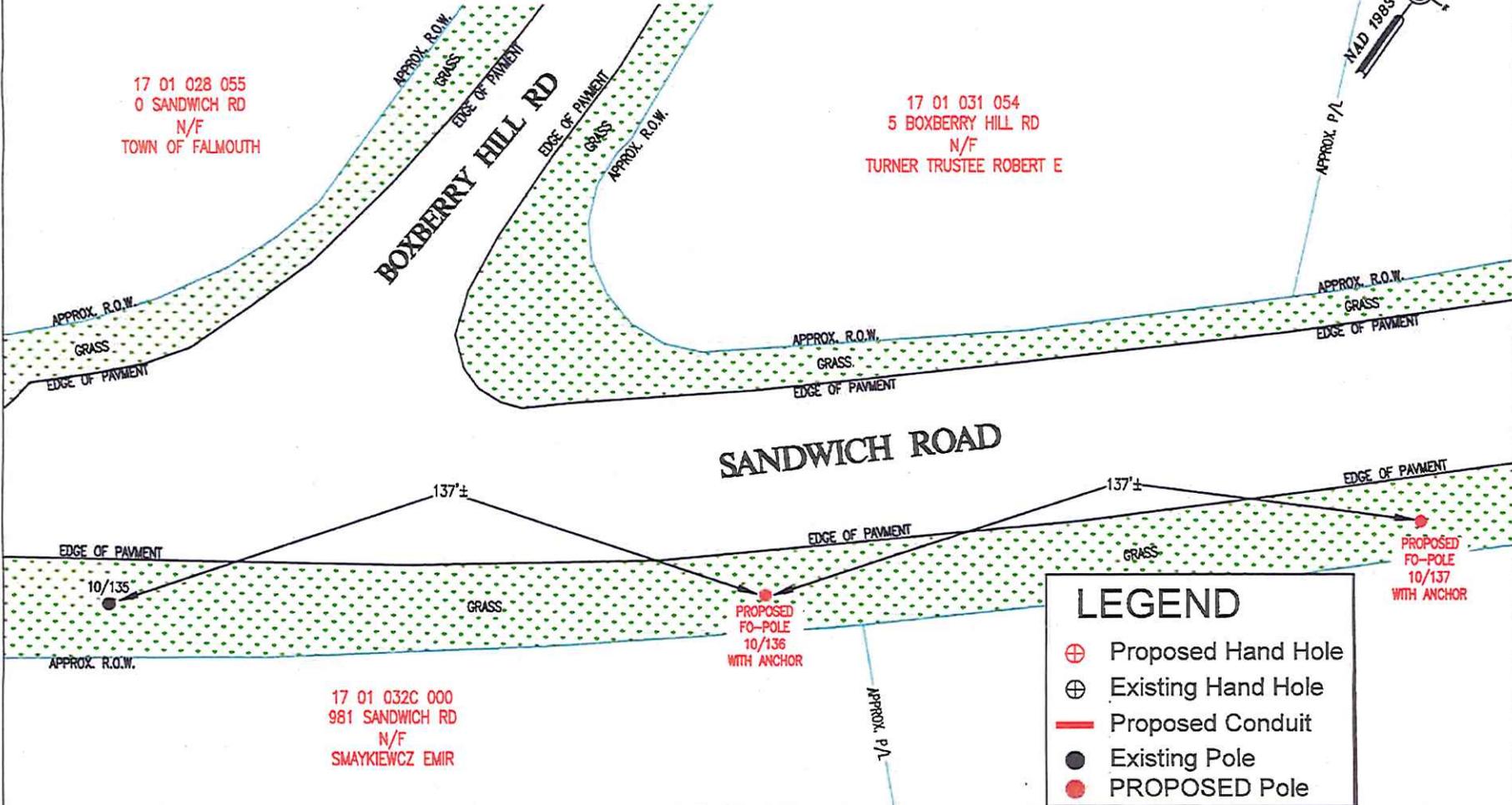
The Engineering recommendation is to approve the request as submitted on Plan No. 15143984, W/O #15143984, dated November 13, 2023.

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

Thank you,

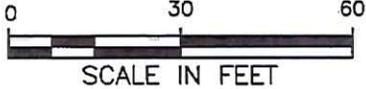
Nicholas Croft
Engineering Technician
DPW Engineering Division

Plan to accompany petition of EVERSOURCE ENERGY to install two poles with anchor 10/136 & 10/137 on Sandwich Road.



LEGEND

- ⊕ Proposed Hand Hole
- ⊕ Existing Hand Hole
- Proposed Conduit
- Existing Pole
- PROPOSED Pole



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MASS. LAW

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Plan #	14996862
Ward #	-
Work Order #	14996862
Surveyed by:	N/A
Research by:	GR
Plotted by:	GR
Proposed Structures:	GR
Approved:	K. RICE
P#	

NSTAR EVERSOURCE
ELECTRIC
d/b/a
1165 MASSACHUSETTS AVE., DORCHESTER, MASS., 02125

Plan of SANDWICH ROAD
FALMOUTH
Showing PROPOSED POLE LOCATIONS

Scale 1"=30' Date NOVEMBER 6, 2023
SHEET 1 of 1

COPY

November 17, 2023
RE: WO# 15143984

Town of Falmouth
59 Town Hall Square
Falmouth, MA 02540

Dear Nicholas Croft,

Enclosed is a petition to install approximately 58' (feet) of conduit and one (1) new handhole in Menauhant Road, Falmouth

This proposed location is required to provide electrical service to customer at #301 Menauhant Road. This petition will require a notice to abutters and a hearing.

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

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

Warm Regards,

Jessica Elder

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

PETITION FOR
UNDERGROUND CABLE AND CONDUIT LOCATIONS
WO#15143984

November 14, 2023

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

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

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

Menauhant Road, Falmouth

To install approximately 58' (feet) of conduit and cable under town road southeasterly starting at new handhole 69/56-A at base of existing pole 69/56.
Install one new handhole to be labeled 69/56-A.

Wherefore it prays that after due notice and hearing as provided by law, it be granted a location for and permission to install and maintain underground cables, conduits, and manholes, together with such sustaining and protecting fixtures as it may find necessary, said underground cables, conduits, and manholes to be installed in accordance with the plan files herewith marked Plan No. 15143984 Dated November 13, 2023.

**NSTAR ELECTRIC COMPANY
d/b/a EVERSOURCE ENERGY**

By *Jessica Elder*

**Right of Way Agent
Jessica S. Elder**

**FORM OF ORDER FOR
UNDERGROUND CABLE AND CONDUIT LOCATIONS
WO#15143984**

SELECT BOARD FOR THE TOWN OF FALMOUTH, MASSACHUSETTS.

Notice having been given and a public hearing held, as provided by law,
IT IS HEREBY ORDERED: that the **NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY**
be and it is hereby granted a location for and permission to install and maintain underground cables,
conduits and manholes, together with such sustaining and protecting fixtures as said Company may
deem necessary, in, under, along and across the public way or ways hereinafter referred to, as
requested in petition of said Company dated the 14th day of Npvember 2023.

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

Cables, conduits, and manholes shall be installed substantially at the point indicated upon the
plan marked **Plan No. 15143984** Dated November 13, 2023 filed with said petition. The following are
the public ways or parts of ways under, along and across which the cables above referred to may be
installed under this order.

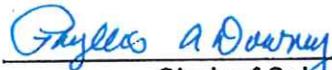
Menauhant Road, Falmouth

Install approximately 583' (feet) of conduit and cable
under town road southeasterly starting at new
handhole 69/56-A.

**One (1) 1-3" conduit
One (1) Handhole 69/56-A**

This work is necessary to provide electric service to #301 Menauhant Road.

I hereby certify that the foregoing order was adopted at a meeting of the Select Board of the
Town of Falmouth, Massachusetts held on the 18th day of December
2023.



Clerk of Select Board

_____, Massachusetts _____, 2023.

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

Attest:

Town Clerk

We hereby certify that on December 13 2023, at 2:30 o'clock,
P. M. at Falmouth Town Hall a public hearing was held on the
petition of the

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

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

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

CERTIFICATE

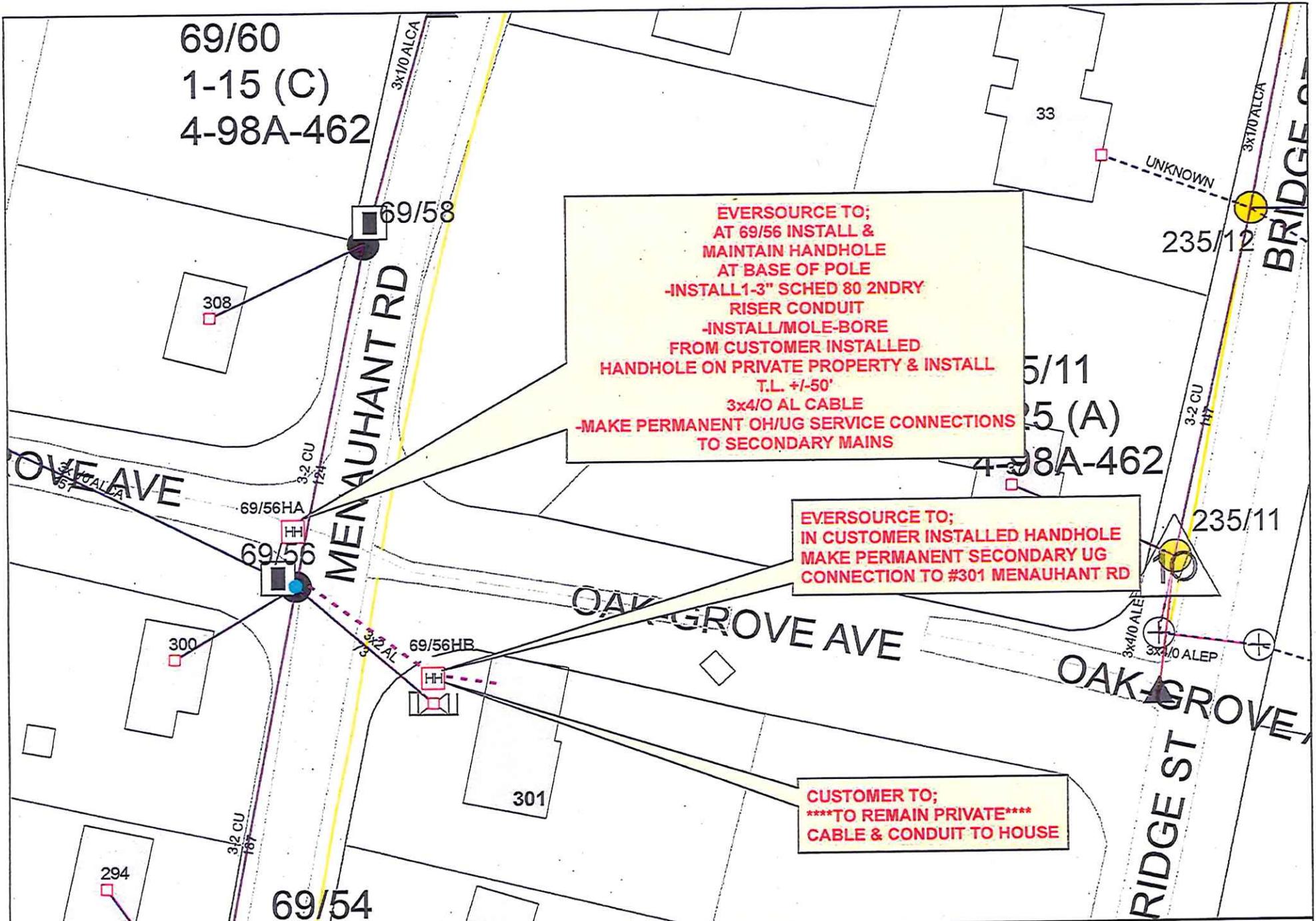
I hereby certify that the foregoing is a true copy of a location order and certificate of hearing with notice adopted by the Select Board of the Town of Falmouth, Massachusetts, on the _____ day of _____, 2023, and recorded with the records of location orders of said Town, Book _____, Page _____.

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

Attest:

Town Clerk.

69/60
1-15 (C)
4-98A-462

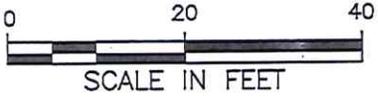
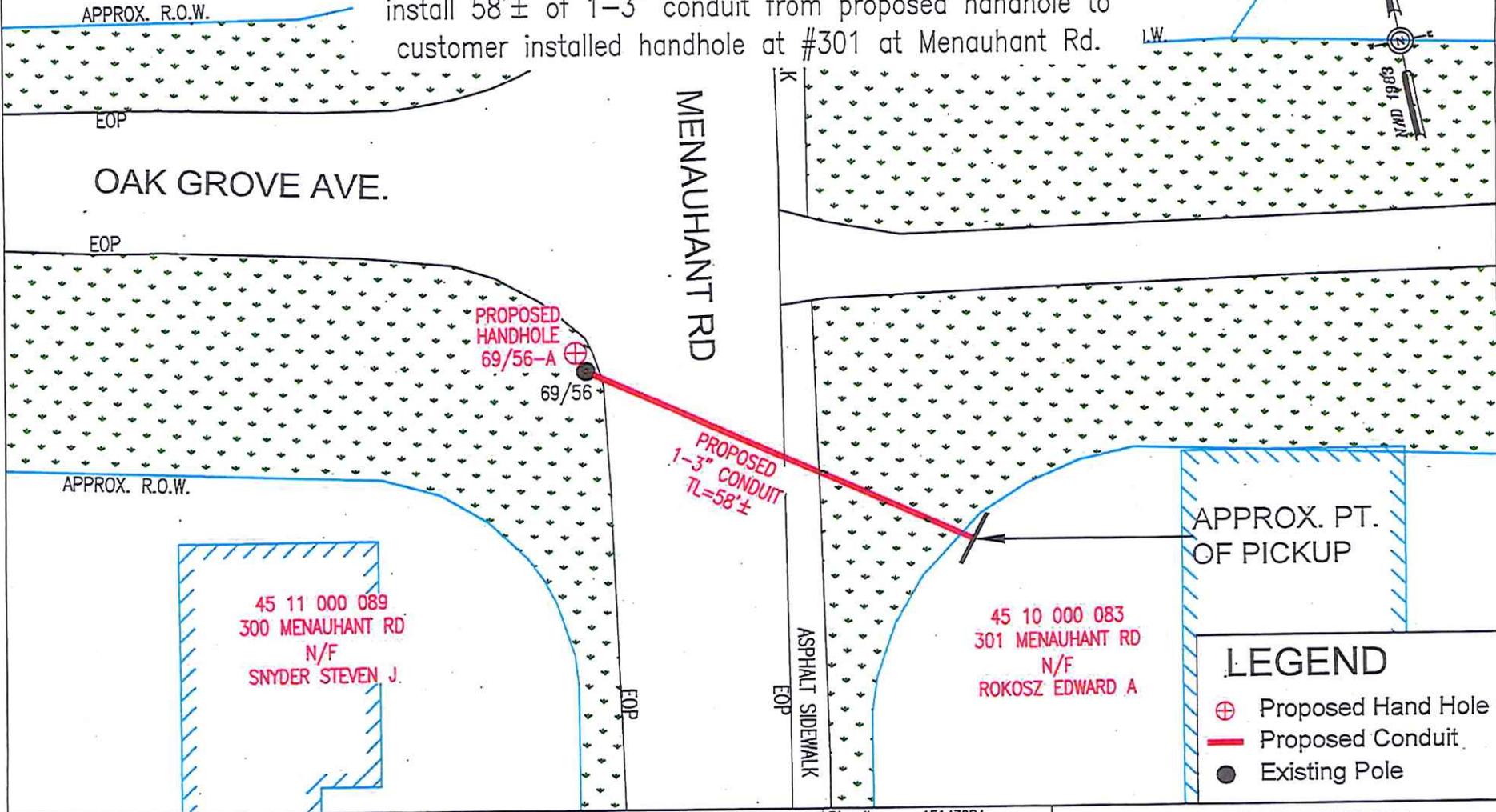


EVERSOURCE TO;
AT 69/56 INSTALL &
MAINTAIN HANDHOLE
AT BASE OF POLE
-INSTALL 1-3" SCHED 80 2NDRY
RISER CONDUIT
-INSTALL/MOLE-BORE
FROM CUSTOMER INSTALLED
HANDHOLE ON PRIVATE PROPERTY & INSTALL
T.L. +/-50'
3x4/0 AL CABLE
-MAKE PERMANENT OH/UG SERVICE CONNECTIONS
TO SECONDARY MAINS

EVERSOURCE TO;
IN CUSTOMER INSTALLED HANDHOLE
MAKE PERMANENT SECONDARY UG
CONNECTION TO #301 MENAUAHANT RD

CUSTOMER TO;
****TO REMAIN PRIVATE****
CABLE & CONDUIT TO HOUSE

Plan to accompany petition of EVERSOURCE ENERGY to install & maintain handhole at base of pole 69/56HA, install 58'± of 1-3" conduit from proposed handhole to customer installed handhole at #301 at Menauhant Rd.



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

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

MASS. LAW

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

Plan #	15143984	NSTAR EVERSOURCE <small>Electric d/b/a</small> 1185 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125
Ward #		
Work Order #	15143984	Plan of MENAUHANT ROAD
Surveyed by:	-	FALMOUTH
Research by:	GR	Showing PROPOSED CONDUIT LOCATION
Plotted by:	GR	
Proposed Structures:	GR	
Approved:	K. RICE	Scale 1"=20' Date NOVEMBER 13, 2023
P#		SHEET 1 of 1



PUBLIC HEARING NOTICE

You are hereby notified that a hearing will be held at Falmouth Town Hall in the Old Water Department Room at 2:30 p.m. on Wednesday, December 13, 2023, upon the petition of NSTAR Electric Company d/b/a Eversource Energy for permission to install a new handhole to be labeled 69/56-A and to install approximately 58' (feet) of conduit and cable under the town road southeasterly starting at new handhole 69/56-A at the base of existing pole 69/56.

This work is necessary to provide electric service to 301 Menauhant Road.

Per Order of the Falmouth Select Board

Publication Date: Friday, December 1, 2023, Falmouth Enterprise

OPEN SESSION

CONSENT AGENDA

1. Administrative Orders

- c. Accept donation in the amount of \$500.00 from the Falmouth Jewish Congregation to the Falmouth Cultural Council



ITEM NUMBER: Consent Agenda. Administrative 1.c.

ITEM TITLE: Accept donation in the amount of \$500 from the Falmouth Jewish Congregation to the Falmouth Cultural Council

MEETING DATE: 12/18/2023

WORK SESSION **REGULAR MEETING** **PUBLIC HEARING**

SUBMITTED BY: Alice Kociemba, Chair, Cultural Council

ATTACHMENTS: [Click or tap here to enter text.](#)

PURPOSE: The Cultural Council is asking the Select Board to accept a \$500 donation from Falmouth Jewish Congregation. This generous donation will support the musicians' stipend for the Council's new music outreach program at A Place at the Table, the free lunch program at St. Barnabas Church. The Council's project will provide live music for our homeless and food insecure community members during the winter months.

This section should telegraph exactly what you want to accomplish and why. In one or two sentences, no more than one short paragraph, it should tell the reader what you intend to address, the requested action, and why.

BACKGROUND/SUMMARY:

- The Cultural Council has voted to use \$1,000 of its Mass Cultural Council FY24 allocation of \$8,400 to develop this music outreach effort. The Council adheres to MCC guidelines that allows local cultural councils to develop programs that communities need but do not have, as is the case with our music outreach for this underserved population.
- The musician(s) perform for 90 minutes during the free lunch program and will receive a stipend of \$150.

- This \$500 donation by the Falmouth Jewish Congregation, added to the Council's allocation of \$1,000 would allow us to provide a total of 10 musical performances. The Council will continue to ask for donations from community organizations, businesses and individuals for this program. We anticipate that the average contribution will be \$150 that will be used to fund more stipends for musicians.
 - The Cultural Council has worked closely to develop this project with volunteers and staff at A Place at the Table and Belonging to Each Other. We have also solicited feedback from counselors at Housing Assistance Corp., Falmouth Human Services, and Gosnold.
 - We have learned from this collaboration that the number of guests who participate in A Place at the Table more than doubles from December through March. They anticipate that 40 to 60 community members will attend each of their lunches. A total of between 400 to 600 people will be included in the live music we will provide.
 - Finally, the idea for this music outreach program came from a homeless man we met while doing our community survey outreach at the Falmouth Service Center. His top priority for cultural programming was free music. Once the Town Band Concerts end, he said, he does not hear live music. This project was developed to respond to the need he expressed.
- Provides background information that puts this document into context for the reader. It should provide relevant facts to frame the discussion, helping the reader focus attention on what is to be covered by this agenda report.
 - Anticipate the readers' questions and address them as they arise.
 - The individual points should be presented in a numbered, bullet-type format. This format, rather than a narrative form, helps with discussion and presentation of the topic.
 - If there are several points of view concerning an issue, address the merits of each alternative and why you believe your position is advantageous overall.

DEPARTMENT RECOMMENDATION:

Provides the reader with a detailed recommendation and the basis for that recommendation:

OPTIONS:

Briefly state the options the Select Board should consider.

There will usually be a minimum of three options:

- 1) approval of your recommended action or request;
- 2) denial of your recommended action or request;
- 3) Board defined alternative.

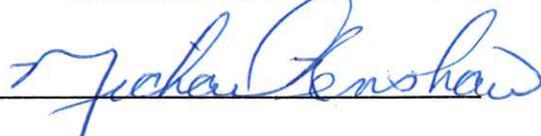
BUDGET INFORMATION: Applicable: Not Applicable: Budgeted: Yes No

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

FINANCE DIRECTOR COMMENTS (IF APPLICABLE):

TOWN MANAGER COMMENTS:

APPROVE ACCEPTANCE OF THE GAR^{MR}
DONATION AS PRESENTED.



Town Manager

~~7/14/2023~~ 12/14/23

Date

TOWN OF FALMOUTH SCHEDULE OF DEPARTMENTAL PAYMENTS TO THE TREASURER

Dept: Cultural Council

Date: 12/1/2023

FROM	ACCT #	AMOUNT	TOTAL
Falmouth Jewish Congregation	24-695-4695-4830	500	500.00

FALMOUTH JEWISH CONGREGATION 03-06 53-179/113 953
 RABBI'S DISCRETIONARY ACCOUNT
 7 HATCHVILLE RD.
 EAST FALMOUTH, MA 02536-4007
 PH. 508-540-0602

DATE Nov. 28, 2023

PAY TO Town of Falmouth \$ 500.00
 THE ORDER OF FIVE hundred and 00/100 DOLLARS

Eastern Bank Boston, MA 02110
 easternbank.com
 1-800-EASTERN

MEMO Fal. Cultural Found. DONATION - music "A Piece a Time"

[Signature]

MP

SPECIALTY BLE

TOTAL 500.⁰⁰

To the Accounting Officer:

The above is detailed list of the monies collected by me amounting in the aggregate to Five Hundred Dollars

[Signature]
Cultural Council

To the Department Officer making the payment:

Received from the Cultural Council Department, the sum of Five Hundred Dollars for collection as per schedule of this date, 12/1/23 filed in my office.

[Signature]
Collector's Office/Treasurer

OPEN SESSION

CONSENT AGENDA

1. Administrative Orders

- d. Approve Eversource easements for Depot Rd. and Locust St.



AGENDA ITEM SUMMARY SHEET

ITEM NUMBER: Consent Agenda. Administrative 1.d.

ITEM TITLE: Approve Eversource easements for Depot Rd and Locust St

MEETING DATE: 12/4/2023

WORK SESSION **REGULAR MEETING** **PUBLIC HEARING**

SUBMITTED BY: Town Counsel

ATTACHMENTS: Proposed Easements for Eversource

PURPOSE:

Eversource is seeking approval of two easements related to work on the additional underground power supply cables to Martha's Vineyard.

BACKGROUND/SUMMARY:

- The easements are for two locations: the municipal parking lot at #0 and #66 Depot Avenue and the Town owned portion of the Shining Sea Bikeway from Simpson's Lane to Locust Street.
- The easements were drafted by Eversource and reviewed and approved by Town Counsel
- The plans have been reviewed and approved by the DPW Commissioner
- Town Meeting has authorized both easements by vote on April 4, 2022 and on April 11, 2023.

DEPARTMENT RECOMMENDATION:

Town Counsel recommends approval of the two easements. Approval is required so that the documents can be recorded and the construction can commence.

OPTIONS:

Briefly state the options the Select Board should consider.

The Select Board may approve the request as stated or deny the request.

BUDGET INFORMATION: Applicable: Not Applicable: Budgeted: Yes No

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

FINANCE DIRECTOR COMMENTS (IF APPLICABLE):

N/A

TOWN MANAGER COMMENTS:

APPROVE AS PRESENTED.



Town Manager

11/29/2023
Date

GRANT OF EASEMENT

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

(A) A perpetual, non-exclusive, commercial easement in gross over, across, upon and under that portion of the Grantor's real property (said property is more particularly described below) that is depicted as the " on a plan entitled "EXHIBIT A EASEMENT # 1 PLAN # 0 & 66 DEPOT AVE FALMOUTH MA", dated January 26 , 2023, prepared by Town of Falmouth Department of Public Works Engineering Division, 416 Gifford Street, Falmouth MA 02540 Sheet 1 of 2 and on a plan entitled EXHIBIT A EASEMENT #2 PLAN # 0 & 66 DEPOT AVE FALMOUTH MA" , dated January 26,2023, prepared by Town of Falmouth Department of Public Works Engineering Division, 416 Gifford Street, Falmouth MA 02540 Sheet 2 of 2 , a copy of which is attached hereto as **EXHIBIT A** ("Easement Plan"). Said easement shall be (1) to erect, install, construct, reconstruct, add to, repair, replace, maintain, use, operate, inspect and patrol one or more underground lines for the transmission of high and low voltage electric current, including ground wires for communication and fiber optic cables for telecommunications which line or lines or cables may consist of (a) conduits, pipes or ducts and manholes and handholes, with wires, cable and ground wires installed within the same or of wires, cables and ground wires buried in the ground, or of combinations of all or any of the same;(b) all necessary foundations, transformers, supporting structures, hardware, fittings, markers, concrete pads, equipment and appurtenances; and (c) such culverts and ways of access as may be reasonably necessary for the convenient construction, operation, maintenance, inspection and patrolling of said lines or cable (collectively, "the Facilities"); (2) to construct the Facilities, or maintain or repair any of them, at any time hereinafter and at the same or different times and to renew, add to, replace, remove and otherwise change the Facilities and each and every part thereof within the Easement Area; (3) To clear and keep clear, by physical or other means, the Easement Area or any part thereof from trees, underbrush, buildings or other structures; and (4) To enter upon and to pass along said Easement Area and across adjoining lands of the Grantor at any time, on foot and by vehicle, for all of the above purposes (utilizing for such purposes any service roads or parking areas on such adjoining land of the Grantor from time to time, to the greatest extent possible) and to grade the Easement Area as reasonably required.").

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

as confirmed in writing by the Grantee at which time Grantee shall remove all equipment and materials and restore the Temporary Laydown and Construction Easement Area to the same or better condition that existed prior to Grantee's use of the Laydown and Construction Easement Area.

Said Easement Area and Temporary Laydown and Construction Easement Area are to be on portions of the land owned by Grantor by virtue of a Deed recorded with the Barnstable County Registry of Deeds in Book 18106 Page 216 and a Deed recorded in Book 4765 Page 124 filed in said registry. (hereinafter the "Premises").

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

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

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

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

The Grantor shall not convey any new or additional easements to any third parties within or across the

Premises which may (i) interfere with the exercise of any of the rights and/or easements granted herein without the Grantee's prior review and consent, which will not be unreasonably withheld, and/or (ii) create a hazard, in each case as determined by the Grantee in its reasonable discretion;

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

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

ELECTRIC UTILITY EASEMENT # 1
0 DEPOT AVENUE
FALMOUTH, MA

P.O.B. Beginning at a point located at the Southeasterly corner of the Depot Avenue parking lot and Commonwealth of Massachusetts rail bed property.
Thence S 39° - 11' - 10" W, 30.00 feet along the Commonwealth of Massachusetts rail bed property line to the true point of beginning.
Thence S 39° - 11' - 10" W, 631.77 feet along the Commonwealth of Massachusetts rail bed property line to a point.
Thence N 50° - 48' - 50" W, 15.00 feet to a point.
Thence N 39° - 11' - 10" E, 586.00 feet, to a point.
Thence N 57° - 19' - 52" E, 48.17 feet, to the true point of beginning.

Containing approximately 9,133 +/- SF.

The above-described easement is shown on attached Exhibit A plan, sheet 1 of 2.

ELECTRIC UTILITY EASEMENT # 2
66 DEPOT AVENUE
FALMOUTH, MA

P.O.B. Beginning at a point located at the Southeasterly corner of the Depot Avenue parking lot known as #66 Depot Avenue and Commonwealth of Massachusetts rail bed property.
Thence S 39° - 11' - 10" W, 68.34 feet along the Commonwealth of Massachusetts rail

bed property line to a point.
Thence N 05° - 53' - 09" E, 27.32 feet to a point.
Thence N 39° - 11' - 10" E, 45.50 feet, to a point.
Thence S 50° - 48' - 50" E, 15.00 feet, to the point of beginning.

Containing approximately 855 +/- SF.

The above-described easement is shown on attached Exhibit A plan, sheet 2 of 2.

IN WITNESS WHEREOF, the Town of Falmouth has caused its instrument to be signed, acknowledged and delivered in its name and behalf by the Select Board, its acting body, hereby duly authorized this _____ day of _____, 2023.

SELECT BOARD OF
THE TOWN OF FALMOUTH

Nancy Robbins Taylor, Chair

Edwin (Scott) P. Zylinski II, Vice Chair

Douglas C. Brown

Onjalé Scott Price

Robert P. Mascali

**FOR AUTHORITY, SEE ARTICLE 35
APPROVED VOTE ON APRIL 11, 2023
OF THE APRIL 23, 2023 TOWN OF
FALMOUTH SPRING TOWN MEETING.
A COPY OF WHICH ARTICLE IS ATTACHED
HERETO AS EXHIBIT C.**

COMMONWEALTH OF MASSACHUSETTS

On this ____ day of _____, 2023, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the proceeding document, and acknowledged to me that s/he signed it voluntarily for its stated purpose, as a member of the Board of Selectmen of the Town of Falmouth.

Notary Public

My Commission Expires _____

COMMONWEALTH OF MASSACHUSETTS

On this ____ day of _____, 2023, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the proceeding document, and acknowledged to me that s/he signed it voluntarily for its stated purpose, as a member of the Board of Selectmen of the Town of Falmouth.

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Notary Public

My Commission Expires _____

GRANT OF EASEMENT

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

(A) A perpetual, non-exclusive, commercial easement in gross over, across, upon and under that portion of the Grantor's real property (said property is more particularly described below) that is depicted as the "Easement Area" on a plan entitled "SUPPLY LINE FROM STA 933 TO MARTHA'S VINEYARD, IN FALMOUTH MASSACHUSETTS (BARNSTABLE COUNTY) EASEMENT PLAN dated June 16,2022 prepared by BSC GROUP, 803 Summer street, Boston MA 02127 , Sheet 4 of 5. A copy of which is attached hereto as **EXHIBIT A ("Easement Plan")**. Said easement shall be (1) to erect, install, construct, reconstruct, add to, repair, replace, maintain, use, operate, inspect and patrol one or more underground lines for the transmission of high and low voltage electric current, including ground wires for communication and fiber optic cables for telecommunications which line or lines or cables may consist of (a) conduits, pipes or ducts and manholes and handholes, with wires, cable and ground wires installed within the same or of wires, cables and ground wires buried in the ground, or of combinations of all or any of the same;(b) all necessary foundations, transformers, supporting structures, hardware, fittings, markers, concrete pads, equipment and appurtenances; and (c) such culverts and ways of access as may be reasonably necessary for the convenient construction, operation, maintenance, inspection and patrolling of said lines or cable (collectively, "the Facilities"); (2) to construct the Facilities, or maintain or repair any of them, at any time hereinafter and at the same or different times and to renew, add to, replace, remove and otherwise change the Facilities and each and every part thereof within the Easement Area; (3) To clear and keep clear, by physical or other means, the Easement Area or any part thereof from trees, underbrush, buildings or other structures; and (4) To enter upon and to pass along said Easement Area and across adjoining lands of the Grantor at any time, on foot and by vehicle, for all of the above purposes (utilizing for such purposes any service roads or parking areas on such adjoining land of the Grantor from time to time, to the greatest extent possible) and to grade the Easement Area as reasonably required.").

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

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

Said Easement Area and Laydown and Construction Easement Area are to be on portions of the land owned by Grantor by virtue of an order of taking filed with the Barnstable County Registry of Deeds in Book 1444 Page 145. (hereinafter the "Premises").

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

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

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

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

The Grantor shall not convey any new or additional easements to any third parties within or across the Premises which may (i) interfere with the exercise of any of the rights and/or easements granted herein without the Grantee's prior review and consent, which will not be unreasonably withheld, and/or (ii) create a hazard, in each case as determined by the Grantee in its reasonable discretion;

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

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

IN WITNESS WHEREOF, the Town of Falmouth has caused its instrument to be signed, acknowledged and delivered in its name and behalf by the Select Board, its acting body, hereby duly authorized this ____ day of _____, 2023.

SELECT BOARD OF
THE TOWN OF FALMOUTH

Nancy Robbins Taylor, Chair

Edwin (Scott) P. Zylinski II, Vice Chair

Douglas C. Brown

Onjalé Scott Price

Robert P. Mascali

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

COMMONWEALTH OF MASSACHUSETTS

On this ____ day of _____, 2023, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the proceeding document, and acknowledged to me that s/he signed it voluntarily for its stated purpose, as a member of the Board of Selectmen of the Town of Falmouth.

Notary Public
My Commission Expires _____

COMMONWEALTH OF MASSACHUSETTS

On this ____ day of _____, 2023, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the proceeding document, and acknowledged to me that s/he signed it voluntarily for its stated purpose, as a member of the Board of Selectmen of the Town of Falmouth.

Notary Public
My Commission Expires _____

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Notary Public
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Notary Public

My Commission Expires _____

COMMONWEALTH OF MASSACHUSETTS

On this ____ day of _____, 2023, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the proceeding document, and acknowledged to me that s/he signed it voluntarily for its stated purpose, as a member of the Board of Selectmen of the Town of Falmouth.

Notary Public

My Commission Expires _____

OPEN SESSION

CONSENT AGENDA

1. Administrative Orders

- e. Designate the Per Diem Communications Officer position as a “special employee” for the purposes of the conflict-of-interest law MGL c. 268A



ITEM NUMBER: Consent Agenda 1. e.

ITEM TITLE: Special Employee designation for Per Diem Communications Officer

MEETING DATE: 12/18/2023

PURPOSE:

The Board is asked to vote to designate the Per Diem Communication Officer position as a “special municipal employee” for the purposes of the conflict-of-interest law pursuant to M.G.L. c. 268A, §1.

BACKGROUND/SUMMARY:

- Per Diem Communication Officers are hired as temporary employees to cover shifts in the Communications Center (public safety dispatch) when a full-time employee is not available. These temporary employees typically have prior public safety dispatch experience and are trained in the procedures of the Falmouth Communications Center. The use of Per Diem Officers has proven important when one or more full-time positions is vacant.
- Approval of this request will allow individuals who hold another compensated municipal position for the Town to work for as a Per Diem Communication Officer. The approval is for the position not a particular individual.
- The Select Board has previously voted to designate many temporary, part-time and seasonal positions as “special municipal employees.” The list of previously approved positions is attached.
- An individual who wishes to hold two positions with the Town, one of which much be designated as a “special municipal employee” position, must also file a conflict-of-interest disclosure with the Town Clerk.

DEPARTMENT RECOMMENDATION:

The Town Manager recommends that the Select Board vote to designate the Per Diem Communications Officer as a special municipal employee.

OPTIONS:

- 1) Motion to designate the Per Diem Communications Officer as a special municipal employee;
- 2) Defer action pending additional information;
- 3) Deny request;

BUDGET INFORMATION: Applicable: Not Applicable: Budgeted: Yes No

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

FINANCE DIRECTOR COMMENTS (IF APPLICABLE):

N/A

TOWN MANAGER COMMENTS:

The Town Manager recommends that the Select Board vote to designate the Per Diem Communications Officer as a special municipal employee.

Michael Renshaw

Town Manager

12/15/2023

Date

Special Municipal Employees (G.L. c 268A s. 1 et seq.)
Voted by the Board of Selectmen 1999

	<u>Number</u>	<u>Position</u>
Assessors	1	Field Inspector
Assessors, Board of	3	Board Members
Access to Great Ponds	6	Committee Members
Affirmative Action	3	Committee Members
Contract Comp.	1	Compliance Officer
Appeals, Zoning Board of	7	Board Members
Arts, Council for the	5-22	Committee Members
Barnstable County Coastal Resources	2	Committee Members
Barnstable County Energy Committee	2	Committee Members
Barnstable County Home Adv. Council	1	Council Member
Barnstable County Waste Mgt. Adv.	2	Committee Members
Beach Committee	5	Committee Members
Beach Committee	1	Superintendent
Beach Committee	1	Assistant Superintendent
Beach Committee	3	Staff Guards
Beach Committee	50	Lifeguards
Beach Committee	1	Maintenance Foreman
Beach Committee	1	Heavy Equipment Operator
Beach Committee	5	Maintenance Laborers
Beach Committee	17	Parking Lot Attendants
Beach Committee	2	Bath House Attendants
Beach Committee	1	Head Fiscal Clerk
Beach Committee	3	Clerks
Bikeways Committee	8	Committee Members
Board of Survey	4	Board Members
Building Code Board of Appeals	5	Board Members
Building Department		
Electrical Inspector	4	Assistant Inspectors
Plumbing Inspector	2	Assistant Inspectors
Zoning Enforcement	1	Enforcement Officer
Cable Advisory Committee	5	Committee Members
Cape Cod Commission	1	Commission Member
Cape Cod Commission Regional Task Force	1	Committee Member
Cape Cod Joint Transportation Committee	2	Committee Members
Cape Cod Municipal Health Group	1	Committee Member
Chaplain, Police	1	Chaplain
Chaplain, Fire & Rescue	1	Chaplain A
Community Action Committee of Cape Cod	1	Committee Member
Conservation Commission	7	Commission Members
Constables	3	Constables
Council on Aging	3	Committee Members
Council on Aging	1	Mini-Bus Driver
Council on Aging	1	Custodian
Design Review Committee	5	Committee Members
DCPC Advisory Committee	7	Committee Members
Department of Public Works		

Department of Public Works	3	Bridge Tenders
Department of Public Works	11-15	Seasonal Laborers
EDIC	7	Committee Members
Emergency Preparedness	1	Director
Emergency Preparedness	1	Deputy Director
Emergency Preparedness	25-30	Members
Emergency Preparedness	70-80	Members
Falmouth Housing Authority	5	Board Members
Fair Housing Committee	1	Committee Member
Falmouth Public Library		
Board of Trustees	7	Trustees
Library	9-12	Para-professionals
Library	9-12	Library Aides
Library	3-5	Custodians
Falmouth Public Schools		
School Committee	9	Committee Members
Affirmative Action	10	Committee Members
School Council	20-30	Members
Student Teachers	2-10	Student Teachers
Crossing Guards	8	Crossing Guards
Substitute Teachers	100-120	Substitute Teachers
Professional Development Program	1	Instructor
Night School	65-75	Instructors
Intramural Sports	3	Instructors
Coaches	3	Coaches
Clubs	45	Advisors
Fence Viewer	2	Viewers
Finance Committee	15	Committee Members
Forest Warden	12-18	Deputy Wardens
Handicapped Compliance Committee	7	Committee Members
Harbor Master's Office		
Assistant Harbor Masters	21	Assistant Harbor Masters
Deputy Harbor Master	1	Seasonal Deputy
Assistant (seasonal)	5	Seasonal Assistants
Health, Board of	5	Board Members
Historical Commission	5	Commission Members
Historical District Commission	7	Commission Members
Housing Trust, Falmouth	2	Committee Members
Human Services Committee	9	Committee Members
Insurance Study Committee	5	Committee Members
Local Comprehensive Planning Committee	7	Committee Members
MMR IRP Senior Management Board	1	Board Member
MMR 2000 Steering Group	2	Board Members
Municipal Range Committee	3	Committee Members

Planning Board	7-9	Board Members
Parking Magistrate	1	Magistrate
Police Department		
Police Department	3	Civilian Dispatchers
Police Department	1	Parking Meter Mechanic
Police Department	1	Parking Meter Attendant
Police Department	10-14	Seasonal Patrol Officers
Recreation Committee	7	Committee Members
Recreation	2	Sailing Instructors
Recreation	7-10	Playground Instructors
Regional Transit Authority	1	Board Member
Registrars of Voters	3	Registrars
Registrar of Voters	1	Clerk
Census Takers	15-25	Census Takers
Retirement Board	5	Board Members
Sealer of Weights & Measures	1	Sealer
Shellfish Advisory Committee	5	Committee Members
Solid Waste Advisory Committee	13	Committee Members
South Cape Beach Committee	1	Committee Member
Substance Abuse Commission	12	Commission Members
Town Administration		
Town Administration	1	Moderator
Town Administration	5	Selectmen
Town Administration	5-10	Town Meeting Counters
Town Administration	1	Town Clerk
Town Administration	80-90	Election Workers
Technical & Environmental Affairs	1	Committee Member
Town By-Laws Committee	5	Committee Members
Transportation Management Commission	6	Commission Members
UCRTS Board of Managers	2	Board Members
Veterans Council Committee	4	Committee Members
Waquoit Bay National Estuarine Sanctuary	1	Committee Member
WHMVN Steamship Authority	1	Board Member
WHMVN Finance Advisory Board	1	Board Member
Waterways Committee	7	Committee Members
WH Parking Lot Review Committee	3	Committee Members

Special Municipal Employees

Town Moderator
Agricultural Commission
Community Preservation Committee
Assistant to the Zoning Administrator

Date Voted by
Select Board

09/08/1998
10/17/2005
10/17/2005
10/17/2005

Coastal Pond Management Committee	02/05/2006
Affordable Housing Committee	04/23/2007
High School Building Committee	02/07/2009
Water Quality Management Committee	03/05/2012
K-6 Science Education Staff Assistant	04/01/2013
Golf Advisory Committee	04/14/2014
John Shea, special counsel ground water discharge permit to DEP	06/01/2015
Michelle O'Brien, special counsel on wind turbine cases	06/01/2015
Chris Morog, special counsel on water, wastewater, public works projects	06/01/2015
Temporary/per diem Electrical Inspector	08/24/2015
Charter Review Committee	05/21/2018
Shellfish Advisory Committee	12/03/2018
Citizens Advisory Committee – Future Fire Station	02/24/2020
Seasonal Recreation Department Employees	05/24/2021
Part-Time Recreation Department Receptionist (<20 hours per week)	05/24/2021
Falmouth Municipal Light Plant Board	04/24/2023

OPEN SESSION

MINUTES

1. Review and Vote to Approve Minutes of Meetings - Public Session
– July 10, 2023

December 18, 2023

TOWN OF FALMOUTH
SELECT BOARD
Open Session
Meeting Minutes
MONDAY, JULY 10, 2023 – 6:30 P.M.
SELECT BOARD MEETING ROOM
TOWN HALL
59 TOWN HALL SQUARE, FALMOUTH, MA 02540

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

Present: Nancy Robbins Taylor, Chair; Edwin (Scott) P. Zylinski, Vice Chair; Onjalé Scott Price; Douglas C. Brown; Robert P. Mascali.

Staff Present: Mike Renshaw, Town Manager; Peter Johnson-Staub, Assistant Town Manager

1. Chair Taylor called the open session to order at 6:00 p.m. Ms. Scott Price motioned to convene the executive session under M.G.L. c. 30A s. 21(a)(3) - To discuss strategy with respect to litigation - Megansett Land Court Registration M.G.L. c. 30A s. 21(a)(3) – To discuss strategy with respect to collective bargaining – AFSCME Unit C because to not go into executive session could prejudice ongoing negotiations. Mr. Zylinski seconded the motion. It was followed by a unanimous roll call vote in Open Session to go into Executive Session for the purpose of discussing the above-listed items, and to return to Open Session after discussion. Roll Call Vote: Mr. Mascali, aye; Mr. Brown, aye; Ms. Scott Price, aye; Mr. Zylinski, aye.
2. Chair Taylor reconvened the open session at 6:30 p.m.
3. Pledge of Allegiance
4. Recognition
Chair Taylor received an email from a woman whose daughters had a lemonade stand at the beach on 7/2/23. The letter commended Officer Chapman for the wonderful experience her daughters had when Officer Chapman went to their lemonade stand and gave them \$20. She observed Officer Chapman doing a good job patrolling the area all weekend.
Mr. Brown recognized the passing of Joshua Tipton and offered his condolences to the Tipton and Braga family.
5. Announcements
Mr. Brown reported the Beach Committee Chair recommended a joint meeting with the Select Board on 8/24/23.
6. Public Comment
David Buzanoski, President of the Falmouth Heights/Maravista Neighborhood Association, reported the unacceptable behavior and chaos on the Heights Beach over the Fourth of July weekend. Cars were broken into, public drunkenness, underage drinking, trespassing in back yards and decks of houses, and groups of rude youths. He stated there were groups of bicycle riders at 4 a.m. in the morning screaming at each other. A major issue is staffing shortages in the police and fire departments. Fireworks were cancelled for weather issues. Cancellation of the events is not the answer, staffing and management should be improved. There is a new Town Manager and New Police Chief, and the Association would like to participate in finding solutions and contribute ideas, and they welcome the opportunity to sit on an appointed committee to address this problem, perhaps with other neighborhood organizations.

Dave Moriarty, resident, stated the Providence Journal ran an article on Southcoast Wind allegedly lying to the Select Board on several occasions. Southcoast Wind are not honest brokers, there has been no update since 6/8/22 and he is requesting a public town meeting on the cabling project, about what is going on.

Patricia Johnson, North Falmouth, interested in Upper Cape Regional Transfer Station and Peter McConarty is to be voted on tonight to accept the position. She has concerns that she would like to bring to the Select Board's attention regarding the Upper Cape Regional Transfer Station. Chair Taylor noted that only the appointment is on the agenda, no matter will be discussed. Ms. Johnson has concern about the contract Falmouth has with Cavossa that involves the transfer station because we do not know anything about it. How do we find out what the contract contains? Issue with the bike path extension in Bourne where we want to take up the tracks. The last meeting publicly advertised for the transfer station was held on 8/9/21, and the last minutes it ever posted were for 1/23/19, and we need to deal with the results of no public information.

COMMITTEE INTERVIEWS

1. Interview, vote and appoint committee members

- a. Cape Cod Water Protection Collaborative
Peter McConarty through 6/30/24.

Mr. McConarty feels this is a good opportunity given the many initiatives in Falmouth regarding wastewater, and they will share what they are doing in Falmouth. He works closely with Falmouth Wastewater Superintendent Amy Lowell, has frequent contacts with the Water Quality Management Committee (WQMC), and is on a subcommittee for the wastewater outfall.

Mr. Brown made a motion to appoint Mr. McConarty to a term ending 6/30/24. Mr. Mascali seconded the motion. Vote: Yes-5. No-0.

- b. Upper Cape Regional Water Supply Cooperative
3-year term
Michael Reghitto, Interim Water Superintendent
(Peter McConarty will attend meetings if Mike Reghitto is unable to attend.)

Mr. Brown made a motion to appoint Michael Reghitto to a term ending 6/30/24. Mr. Mascali seconded the motion. Vote: Yes-5. NO-0.

- c. Upper Cape Regional Transfer Station
Peter McConarty worked for the Town for 17 years, Falmouth operated it as the main Town of the four towns. He is very familiar with it, has filled in at meetings, and knows how it works.

Mr. Zylinski made a motion to appoint Mr. McConarty to a term ending 6/30/24. Mr. Brown seconded the motion. Vote: Yes-5. N-0.

- d. Cultural Council
Patricia Kauffman
Held over to 7/24/23.

- e. Waterways Committee

Wayne "Rocky" Geyer told the Select Board he can do a good job; manage waterways costs effectively, balancing interests of abutters with town residents, considering resilience. 38 years at WHOI studying estuaries and water bodies. He loves Falmouth waterways. He has attended Waterways Committee meetings.

Paul "Rick" Hill told the Select Board he is good at getting a group to reach a consensus.

Mr. Brown made a motion to appoint Mr. Geyer to a term ending 6/30/26. Ms. Scott Price Seconded the motion. Vote: Yes-5. No-0.

- f. Barnstable County Human Rights Advisory Committee

Dr. Sandra Faiman-Silva, Davis Rd., told the Select Board she is an activist and passionate about human rights and social justice issues. The Barnstable County Human Rights Advisory Committee was founded in 2007 and meant to bring all county towns together to address human rights issues, educate the public, and build interactions among different ethnic, racial, and other constituencies. This position supports the nine-member committee.

Mr. Mascali made a motion to appoint Dr. Faiman-Silva. Ms. Scott Price seconded the motion. Vote: Yes-5. No-0.

6:45 p.m. PUBLIC HEARINGS

1. Application for an Entertainment License – The Black Dog Tavern Company, LLC d/b/a The Black Dog Heights Café, to be exercised at 465 Grand Avenue, Falmouth

Mr. Zylinski read the hearing notice.

Mr. Renshaw stated that the applicant is seeking approval for acoustic entertainment, the Building Commissioner approved the floor plan. The (Falmouth Police Department (FPD) and Falmouth Fire Rescue Department (FFD) have raised no concerns.

Attorney Brian Beaton, Black Dog counsel, provided background. The request is not for a DJ or large band, this is one individual with guitar, 4pm-7pm, loud music will not be played during this time of dinner.

Attorney Beaton wants to try acoustic, but with the noise of the harbor, traffic, it may not work well. If it does not work, then they would like to use some type of amplification for an acoustic guitar. Mr. Brown noted acoustic music has been approved, noting that some entertainers may put a mike next to the instrument, when done, it is no longer acoustic. The manager will have to monitor and control the music, the sound is not to go past the property line.

Mr. Beaton spoke with Ms. Lichter via phone today.

Chair Taylor reported the Select Board received a few emails regarding this issue.

Public Comment:

David Buzanoski, President of the Falmouth Heights/Maravista Neighborhood Association, stated the application is not unreasonable, they are not opposed to entertainment, only issue has been with other similar institutions in their neighborhood acoustic v. amplified. The applicant must respect the neighbors' reasonable expectation of quiet enjoyment of life, the neighbors need to respect the establishment's ability to make a living. If we can control the volume, the neighbors will likely go along with it.

Paula Lichter, Director Falmouth Heights Maravista Neighborhood Association, said she is speaking as an abutter tonight. She spoke with Attorney Beaton, but not because the Black Dog reached out to the neighbors recently, she called him to ask why the application came with no notice to the neighbors. They did not call about content. Thanked the Select Board for being so diligent to approve licenses with limited volume. She is afraid that live music will be impossible to control outside the perimeter of the property because it is very small and neighbors surround the property. She was told in the past to call the FPD with complaints, but the one time she did so, it began raining, and the entertainment left the premises. After being bullied by the establishment management in the past, she and other neighbors did not feel comfortable calling the police. If the application is approved she is hoping there are no complaints, but if a neighbor calls the black dog with a complaint, she suggested the neighbor also email the Select Board to let them know and maintain a file of any related complaints they receive. The Select Board can then review the file of emails before renewal of the license.

Chair Taylor said the Select Board receives complaints from various sources, including via email.

Ms. Lichter received notification from the Town of tonight's public hearing and saw it on the agenda. She noted that neighbors do not want to call the FPD.

Mr. Brown said that it was important to call the police but can also notify the Select Board. Mr. Brown said that evidence is important and others have sent videos as evidence.

Ms. Lichter noted an email was sent recently by another person regarding parking.

Ms. Lichter said there are two speakers outside, when she called a few years ago to complain about the sound, the person who answered said they had an entertainment license. Ms. Lichter asked if these speakers can be removed if they are not licensed?

Mr. Renshaw will research that and get back to the Select Board.

Ms. Lichter said issue is the volume to only benefit the patrons, not the neighbors.

Ms. Scott Price motion to close the hearing.

Mr. Brown asked for guidance on record keeping. Mr. Renshaw said that supportive evidence of violation is helpful, including video. Video evidence would be important for future public hearings and he encouraged submission of video documentation when possible.

Attorney Beaton noted they take these issues seriously. He will make himself available and they will do their best to get the Select Board the information needed. In the past, over three years ago, while working on a prior application he was in touch with Ms. Lichter. He has not heard from anyone in several years. Attorney Beaton received an email Friday from Ms. Lichter and had a conversation with her today.

Ms. Lichter noted all prior conversations with Attorney Beaton were regarding complaints in 2020 and 2021, there has not been communication from the Black Dog to her or any other neighbor regarding the application since the previous Select Board told them to return only when they have a conversation with the neighborhood, but that never took place. There was no conversation about this current application.

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

Ms. Scott Price feels the timeframe is reasonable, the music needs to stay on the property, and she has good faith the business will do this.

Chair Taylor noted it is a small café and the neighbor requests are reasonable. She hopes the music will remain acoustic without amplification. Acoustic music is acoustic. She did not hear the neighbors or association are against it, they want the parameters laid out and that is reasonable.

Mr. Zylinski said that the small businesses that respect the abutters add to the character of this community and he thinks they can control their music and keep the neighbors happy, while maintaining the cultural aspect of the community.

Mr. Brown made a motion to approve the license under the condition that the music is with limited amplification and the sound to remain within the property. Ms. Scott Price seconded the motion. Vote: Yes-5. No-0.

BUSINESS

1. Report – Affordable Housing Committee (AHC)

Kerry Walton, Committee Chair, made a PowerPoint presentation of the report and video about affordable housing in Falmouth and reviewed the strategies for the AHC.

Rentals on Sandwich Rd. will include 300 towards their minimum, even though only 75 will be affordable.

Reviewed the Housing Production Plan Housing Strategies for the AHC. They monitor all affordable housing projects in Town; there are currently fourteen projects.

A real estate transfer fee may be a way to get more money into the Falmouth Affordable Housing Fund. Explore regional partnerships, including working with the Falmouth Chamber of Commerce and Housing Assistance Corp. of Cape Cod (HAC).

Community outreach is encouraged, worked with HAC about how the lack of housing is affecting our Town. A movie made about affordable housing in Falmouth was presented.

The written report is in the packet.

2. Human Resources Staffing Report/Update

Susan Lumping, Human Resources Director, presented the staffing report via PowerPoint, it included a report on the current labor market. Massachusetts has 49 available workers for every 100 open jobs. In order to make Falmouth more attractive, they implemented a remote work policy, more flexible scheduling, considered mid-career and lateral considerations regarding vacation accruals, exit interviews are being conducted, and they are working on providing more training and professional development. New pay plans have been implemented and they continue to study other ideas to attract more applicants. Enhancing job postings, providing advertisements with details about the position, eliminating barriers to applying, and they are willing to train for entry level and select positions. The job fair by the Recreation Department was successful. Social media advertising and employee referrals are additional strategies that have been implemented. The onboarding process has been reviewed. Ms. Lumping reviewed positions filled April through June 2023.

3. Vote to authorize year-end budget transfers under MA General Law c. 44 § 33B

Director of Finance Ed Senteio addressed the Select Board, noting this is fiscal year-end housekeeping and written into the MA General Laws.

Mr. Renshaw recommends approval.

Mr. Zylinski has issue that when they met Wednesday, he would like more advanced notice to speak to his constituency.

Chair Taylor understood Mr. Zylinski's comments and stated this was placed on the agenda because the Select Board needed to vote due to a time issue.

Ms. Scott Price made a motion to authorize the year-end budget transfers under MA General Law c. 44 section 33B. Mr. Mascali seconded the motion. Vote: Yes-5. No-0.

4. Vote to approve request from Lauren Weiss and Nicole Benardete, the managers of Cobalt Partners LLC, and owners of 23 Spencer Baird Road to apply to the Conservation Commission for permission to perform landscaping work within the road layout abutting 23 Spencer Baird Road

Mr. Renshaw noted the attached letter, applicants also desire to add a post and rail fence; the Town Engineer does not recommend the post and rail fence.

Attorney Kevin Klauer, Law Firm of Ament and Klauer, representing the applicants. They are looking to replace an existing post and rail fence, the Engineering Department did not recommend any new structures. Attorney Klauer reviewed pictures of the property, applicants are moving the house back and want to remove the existing fence and install a smaller fence. They are seeking permission to apply to the Conservation Commission, and if approved, they will need to come back to the Select Board. The existing fence is larger than the one proposed. The house is currently 8 feet from the property line; moving to 39 feet from the property line. The fence has existed for well over 30 years, maintained by the property owners at this location.

Dan Solien, Landscape Designer, explained the fence begins up by Gosnold Road, goes to the west, down to the south, and runs along the frontage on the Spencer Beard side of the property within the property line.

The fence, where in question, does not affect the narrowness of the road, the vegetation to the west of the property affects line of sight more than the fence, which has no line-of-sight issues.

Attorney Klauer is requesting a license for some sort of encroachment to the Town property to maintain. They are requesting permission to apply to the Conversation Commission for landscape work and replacement of the fence. They propose reduction of the fence size in a significant way.

Mr. Brown would like the fence removed out of the roadway area and only encroach into the vegetated area.

Attorney Klauer requested they recommend approval to send this to the Conservation Commission.

Mr. Brown made a motion to have the fence removed out of the roadway on both sides and only encroach into the vegetated area. Ms. Scott Price seconded the motion. Vote: Yes- 4. No-1 (Mr. Zylinski)

5. Vote to approve request from New Silver Beach Improvement Association for a Grant of License to remove seaweed from town parcel 04A 41 000 098 at New Silver Beach in accordance with an Order of Conditions issued by the Conservation Commission.

Mr. Brown made a motion to approve the request. Ms. Scott Price seconded the motion. Vote: Yes-5. No-0.

6. Application for a Change of Manager and a Change of DBA of a Wine & Malt Beverages Package Store License – MPG Corporation d/b/a Garrett's Family Market, located at 435 Palmer Avenue, Falmouth. Mr. Renshaw reported that Richard Cleary completed background, there have been no objections by the FFD and FPD.

Ms. Scott Price made a motion to approve the Application for a Change of Manager and a Change of DBA of a Wine & Malt Beverages Package Store License. Mr. Zylinski seconded the motion. Vote: Yes-5. No-0.

7. Application for a Common Victualler License – The Tea Room, LLC d/b/a The Tea Room, to be exercised at 196 Crystal Springs Avenue, North Falmouth

Tea Room did not apply for this during license renewal period, so they were required to submit a new application.

Michael Pacella, owner, reported that this was a clerical error on their part, nothing changed since the 1980's.

Mr. Brown made a motion to approve the Application for a Common Victualler License. Ms. Scott Price seconded the motion. Vote: Yes-5. No-0.

Public Comment:

Pamela Kirk, 19 and 22 Moses Road, an abutter to the business, is concerned about the hours for outside dining. The license says they can have food until 11 p.m. and 8 a.m.-8 p.m. for nine months. Her bedroom windows are not far from where the outside dining is located. She objects to the outside dining, but not the inside dining area.

Mr. Pacella said they are a beach community, the neighborhood has many more people and a lot going on, they have tables outside, but have not had much planned for this year; it has always been set up this way. They have served breakfast sandwiches outside in the past. There was a gathering last weekend, there is noise coming from the tennis courts across the street which are used until late at night. They are serving people outside and always have, it is part of the permit. He will ask people to be quiet in the evening. They do not run until 11pm, they stop serving food earlier. They are in the process of finding their own way and changing some things, this will not be a problem going forward.

Ms. Kirk would like to know where their trash is going.

Mr. Pacella reported that they have trash barrels and he removes the trash from the business location and from the neighborhood. They do not have set hours, historically the license always listed the late hours. The neighborhood does not close down, the noise and trash are not coming from his establishment. He would rather not curtail their hours. He asked if ending outside service at 10 p.m. would be okay; he needs the flexibility. If they serve dinner, about 8pm is when they serve and patrons stay until about 10pm.

Barbara Coutinho, 159 Silver Beach Ave., stated that she is on the water and all the noise carries. Maybe outside service could end earlier. No food is allowed on the beach. Her only concern is the hours of outside service.

Mr. Zylinski stated Mr. Pacella needs to be more specific on what he is willing to do in order for the Select Board to approve the permit.

Mr. Pacella would like the existing time frame; however, he noted that ending outside service at 9 p.m. is reasonable.

Mr. Mascali said that patrons should not be seated after 9 p.m.

Mr. Brown made a motion to rescind tonight's previous vote on this application. Mr. Zylinski seconded the motion. Vote: Yes-4. No-1 (Ms. Scott Price)

Mr. Brown made a motion to approve the application as submitted, except to curtail outside dining after 9 p.m. Mr. Mascali seconded the motion. Vote: Yes-5. No-0.

8. Approve a Letter of Support to the Massachusetts DOT for the design and construction of a pedestrian walkway along a segment of Woods Hole Road

Kristin Alexander requested this letter of support. The walkway would go from Kettle Hole Road to the existing sidewalk on Harbor Hill Road. An aerial photograph is in the packet. Senator Moran and Representative Fernandes support the project. Mr. Renshaw recommends approving.

According to Chair Taylor, the Woods Hole Community Association sent an email in support of this request.

Mr. Brown made a motion to approve the letter of support. Ms. Scott Price seconded the motion. Vote: Yes-5. No-0.

Ms. Alexander thanked the Select Board for their support, Maryam Hosseini, MIT Department of Urban Studies and Planning has done mapping and is donating her time and mapping to the MA DOT and Town to assist with walkways.

9. Capital Project Update: Youth Baseball Fields Safety and Accessibility Improvements

Mr. Renshaw reported that he and staff have discussed creating a capital project dashboard monitoring tool to monitor and address problems as they arise. Dashboard report will help provide reports to the Select Board and community.

Joe Olenick, Recreation Department Director, reviewed the approval of \$45,000 CPC grant for the fields. They need fencing, safety netting, bleachers and sought to replace all of it. The lighting needs to be replaced as well. First sight plan was created 6/18/21, they went to CPC with multiple scenarios of what was needed, CPC reviewed and approved all fixtures to be completed for \$1.4 million. Mr. Olenick updated the Select Board on what was agreed upon in past years. On November 21, 2022 they ran into a mistake with the engineering company, they did not check the conduit, which was not sufficient to light the two fields. They plan to do field 1 and then get into field 2. They got the price down to fit the budget they had, forwarded to the DPW Engineering Dept. The Town Engineer is reviewing the documents.

Mr. McConarty stated the DPW got involved after the submission of the plans and specs in February. They will continue reviewing the plans in July and August, they already found items that need more investigation. The construction work needs to be done when the field is closed or at the end of the season. They recommend in the future that with all projects involving the DPW, the DPW needs to be informed and sign off on the projects. They want to put a date in the application. DPW would like to be involved in issues including not being able to use the fields during a period of time and why, so that these issues can be addressed by working with the teams and Recreation Department. If there is a designer, they are looking for an engineer who will do most of the work. The Guv Fuller Field project was successful at the end, but it took the DPW a lot of work to get there. Peer review could be done, it would take a lot of work away from the DPW, but they would then need to review the Peer Review work.

Chair Taylor requested an update to see if the fields will be useable in the fall and how that has been resolved. She would also like to know how they are moving forward.

Mr. Zylinski noted they need to tighten up language in contracts with accountability for timelines.

Mr. McConarty said the Town is required to do some parts, inspections, and if they can do something for a portion of the project, they can try to assist to help the fields be used for the fall season. They can meet someone out there during inspections and they can assist in getting through the season.

Mr. Brown noted this project was not clearly defined, we have been adding onto it.

Robert Brown, Community Preservation Committee Liaison from the Recreation Committee and Chair of the Recreation Committee. This started nine years ago, there had been an MOU and the Little Leagues' project. He is worried about the money, there may not be enough due to the lights. He cannot do another project for more money. Mr. Brown asked the Select Board to put a Town Meeting article through the Select Board for money to finish this children's safety project and encouraged the Select Board to visit the location. Children deserve safety and families deserve accessibility.

Mr. Johnson-Staub stated they would look at the timing and funding availability. Possibly phase the project, it all needs to be further investigated.

Paul Gonsalves, President Falmouth Youth Baseball, said this is concerning and the place is falling apart. Electricians say the lights are too old, they have changed every bulb, and paid \$9,000 from fundraising to repair a waterline. The place is falling apart, the kids are not safe playing. He would like to be part of the process, he heard more tonight than he ever knew before about the situation.

Chair Taylor requested clarification from Town management on the MOA.

Brian McKeenan, author of the original CPC request quoted Select Board Meeting Minutes from the 8/29/19 meeting minutes. They have tried to address issues themselves and he questioned where the help is to help them address the issues.

10. Vote to authorize project eligibility letter for 40B comprehensive permit site approval application: 300-Unit rental housing proposal located at 375 Sandwich Road

Mr. Brown previously recused himself on initial discussion of this subject, he has since learned that he is not an abutter to the project. Town counsel determined it is not a conflict for him to stay and participate in this meeting.

Chair Taylor said there is a draft letter in the packet.

Mr. Renshaw said the developer is proposing 300 units, of which 75 will be affordable. The developer may pursue additional development of the property after this project. Mr. Renshaw explained the process. This is the Town's opportunity to submit its input and concerns about the community impact. Concerns include water, traffic impact, and wildlife habitat. The letter requests on-site wastewater treatment system, moving the housing development to the west to preserve the highest value wildlife habitat, donation of a significant portion of the 28.5 acres, contribute to roadway improvement for safe pedestrian and bicycle access.

Mr. Brown and Mr. Zylinski would like to include that this is contrary to the Town's comprehensive plan. The Water Quality Management Committee (WQMC) reports this is the most environmentally sensitive area in Town and contributing Nitrogen, which will impair the cleanup of the Coonamessett River. According to loads predicted, in order to develop 300 homes on this site, there should be 264 adjacent homes that should be sewered. If the developer has the plan to develop 600 more in the future, the mitigation factor may be higher and should be considered and put out to MA Housing for consideration.

Mr. Zylinski said we cannot continue to overburden our single source aquifer and have affordable housing. Until we get to a safe harbor for affordable housing and until someone can convince him that they will not overburden issues including the single source aquifer, address public transportation, and distance to resources, he is not willing to sign the letter.

Chair Taylor noted the presentation from Falmouth Housing exemplifies the local need for housing for those who serve our community including new employees, teachers, firefighters, etc. She questioned whether a traffic study had been done. This is the largest project in the Town and will set precedent; they need to meet the needs of those who work in Falmouth. The booklet provided by the developer notes that 75 apartments will be affordable, 225 apartments will be market rent from \$2800-4200 monthly; are those numbers on 225 of the units meeting the needs of the people living and/or working in Falmouth?

Mr. Mascali asked if we could get a further extension to submit the letter or if there was a way for the developer to step back, which may stop the clock on the project.

Mr. Johnson-Staub said they could ask for another extension; it is clear the Select Board wants a stronger letter with their concerns. Would the Select Board authorize the Chair to work with management or staff to develop a letter? Thirty days from the date the application was submitted has passed, and we asked for an extension to submit the comment letter by 7/14/23. They are under no obligation to send any letter, MA Housing will make a determination whether the project and site are eligible for 40B. This is an opportunity for the Select Board to go on record with MA Housing, developer, and the community. The site is appropriate for some development, so MA Housing will likely not say no. If the developer hears the project is not wanted by the community, they may not go forward. The project will need to go in front of the Zoning Board of Appeals (ZBA), the Select Board could send a letter at that time to the ZBA.

Mr. Johnson-Staub said at present his understanding would be that the ZBA would look at wastewater. A change has been proposed to the Title V regulations; if a State regulation is out of compliance with a comprehensive permit, that may stop the project. Under the new Title V regulations, it may become a State regulation that needs to be complied with. It will be ZBA or MA Department of Environmental Protection matter.

Mr. Brown said that they indicated this is the first of several phases, so the number of adjacent sewered units to make this project environmentally neutralized, then the project has to have the capacity to address the 900 units; and that the 13 acres have the capacity to manage it.

Mr. Renshaw said the number of additional housing units to be sewered, we have that information from the report and could add it as a fifth condition.

The Wastewater Superintendent may write a letter to address possible miscalculation of flow.

Mr. Johnson-Staub said that in order for the project to be nitrogen neutral, 264 neighboring houses would need to be sewered and that requires the Town and leads to questions about who is owning/operating the wastewater treatment.

Chair Taylor would add to the end of item one that they commit to no nitrogen reaching Great Pond.

The Select Board wants to send their comments by July 14, 2023. Mr. Zylinski is not in support of the project.

Mr. Johnson-Staub asked the Select Board if they want to state clearly in the opening sentence, that the Select Board is opposed to this project.

Ms. Scott Price does not support that first sentence statement because there may be more information they have yet.

Chair Taylor is willing to say she is opposed to it for the following reasons and list those reasons.

Mr. Mascali does not want to say they are opposed to the project.

The Select Board was agreeable to saying they object to the plan for the following reasons.

Mr. Brown will work with management on a final draft of the letter.

The public will have the opportunity to voice their opinion at a later date.

Mr. Brown made a motion to authorize the Town Manager to send the letter and include that the Select Board is unable to support it as presented and appoint Mr. Brown to work with the Town Manager's Office to get this letter out by 7/14/23. Mr. Zylinski seconded the motion. Vote: Yes-4. No-1 (Ms. Scott Price)

CONSENT AGENDA

1. Administrative Orders

- a. Approve the petition of NSTAR Electric Company d/b/a Eversource Energy for permission to install one (1) new Handhole to be labeled 92/H-A and approximately 33' (feet) of 1" – 4" conduit and cable under town road northeasterly starting at new handhole 92/H4-A. This work is necessary to provide underground electric service to 23 Spencer Baird Road, Falmouth.
- b. Vote to accept donation in the amount of \$500.00 from the Newcomers Club of Falmouth, Inc. to the Recreation Department donation account.
- c. Vote to accept donation in the amount of \$600.00 from the Teaticket Civic Association to the Veterans' Services Department donation account.

Ms. Scott Price made a motion to approve the consent agenda. Mr. Zylinski seconded the motion. Vote: Yes-5. No-0.

MINUTES

1. Review and Vote to Approve Minutes of Meetings

- a. Public Session --
August 8, 2022

Mr. Brown made a motion to approve. Ms. Scott Price seconded the motion. Vote: Yes-4. No-0. Abstain:1. (Mr. Mascali)

June 26, 2023

Mr. Brown made a motion to approve. Ms. Scott Price seconded the motion. Vote: Yes-5. No-0.

- b. Executive Session --
May 22, 2023

Correction: delete the word attorney in front of Mr. Mascali's name throughout the minutes.

Mr. Brown made a motion to approve and not release. Ms. Scott Price seconded the motion. Vote: Yes-5. No-0.

TOWN MANAGER'S SUPPLEMENTAL REPORT

Mr. Renshaw reported the Hatchville Fire Station is on budget, slightly ahead of schedule, summer of 2024 completion is expected.

The ten-year comprehensive plan is underway, requests are due by 7/21/23, submitted by 9/11/23, then will be reviewed by the Finance Committee. New instructions were provided to include identifying staff members, they can initiate the project within one year of receiving the funds, and how the project relates to the Strategic Plan and priorities.

SELECT BOARD REPORTS

Mr. Mascali was at the triathlon on Surf Drive, it was well run and successful.

Mr. Brown met with the Housing Assistance Corporation of Cape Cod (HAC) and asked how HAC could help Falmouth.

Received a call from Kelsey Perry of Southcoast Wind, they have a new Director of Community Engagement, Rebecca Almond. Dan Hubbard will be General Counsel, and they have hired someone to do public outreach. Ms. Perry suggested continuing phone calls and will recap with an email to the Select Board via the Select Board email address. They are continuing to focus on the Rhode Island project. There is no activity happening at this time regarding Falmouth.

Reviewed Beach Committee request to meet in the Hermann Room, it is available on 8/24/23, and agenda would be to discuss the 2008 Beach Management Plan. The Select Board will consider a future date. Mr. Brown suggested including Leslie Fields from the Woods Hole Group and Mike Borselli.

Chair Taylor asked Mr. Renshaw if one Select Board member speaking with Southcoast Wind is considered negotiating. However, if Mr. Brown is asking questions and not speaking on behalf of the Select Board, he is not negotiating. Chair Taylor asked that they include that there are no active negotiations with Falmouth at this time.

Mr. Zylinski said there was a successful party for the Police Chief today.

DISCUSSION OF FUTURE AGENDA ITEMS

Mr. Brown would like to agenda Steamship Authority (SSA) planning initiatives, recapping the initiatives they had. He could lead that discussion.

Discuss addressing traffic speeding in Town.

Mr. Zylinski made a motion to adjourn at approximately 9:17 p.m. Ms. Scott Price seconded the motion.
Vote: Yes-5, No-0.

Respectfully Submitted,

Jennifer Chaves
Recording Secretary

OPEN SESSION

TOWN MANAGER'S SUPPLEMENTAL REPORT



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

TO: Select Board
FROM: Mike Renshaw, Town Manager
SUBJECT: Supplemental Report
DATE: December 18, 2023

Recent Tour of Falmouth Housing Authority Facilities

On December 7th I was invited to participate in a tour of each of the main FHA facilities. Those included the Salt Sea Apartments, Mayflower Apartments, Rose Morin Apartments, Harborview Apartments, Tatakot Apartments, and the Bayberry House (see attached). The tour was organized and facilitated by FHA Executive Director Bobbi Richards and FHA Chair Steven Patton. The tour provided me with an up-close look at vacant and occupied units within each of these facilities, as well as an opportunity to learn more about the differences between State-funded and federally funded properties as well as existing maintenance challenges. In an effort to enhance communication and potential collaboration between the FHA and Town Hall, I extended an invitation for Bobbi to begin attending the monthly management team meetings.

Falmouth Town Marina Earns Recognition

Once again, the Falmouth Town Marina has been recognized by Marina.com by winning the prestigious 2023 Elite Fleet Award. To be recognized, a marina must receive at least 10 verified user reviews with a score of 4.7 or higher out of 5. In 2023, Falmouth Town Marina actually received 58 such reviews! Please join me in congratulating Gregg Fraser and all of his outstanding staff...we're very fortunate to have such a talented and dedicated staff!

Update on Police Social Worker Positions

The Human Resources and Police Departments are pleased to report that they have filled both newly created Police Social Worker positions with highly qualified personnel. Our first Police Social Worker, Stephanie Daugherty, started on November 27th, and our second, Molly Marshall, starts on Monday, December 18th. Stephanie Daugherty was most recently the Emergency Services Program Director for Bay Cove. Molly Marshall was most recently a Senior Counselor for Gosnold and is a Falmouth resident who is enthusiastic about serving her community.

Both Stephanie and Molly have an LICSW, the preferred qualification for the position that will allow them to issue Section 12s (emergency restraint and hospitalization of persons posing risk of serious harm by reason of mental illness). This qualification will provide more efficient continuity of care and will free the Police Officers to focus on other priorities.

We plan to have both new employees attend the January 8 meeting so that they can be formally introduced and welcomed to the team.

Upcoming Meetings:

- January 8, 2024
- January 29, 2024
- February 12, 2024
- February 24, 2024 (Saturday) Select Board Planning Workshop
- February 26, 2024

Falmouth Housing Authority



Tour of properties

12/7/2023

Salt Sea Apartments (Build Date: 1960), 211 Scranton Ave, Falmouth 02540

State-funded, 30 one-bedroom units, Age-restricted (60 yrs+ or Disability), 409 sq. ft.



4 SALT SEA LN FALMOUTH MA



GROSS RENTABLE AREA
TOTAL: 409 SQ FT
FINISH: 369 SQ FT
NET AND DIMENSIONS ARE APPROXIMATE ACTUAL MAY VARY

4 Salt Sea Ln Falmouth MA



UNITS ARE NOT
TO BE USED AS
MULTIPLE
RESIDENCES

Mayflower (Choate) Apartments (Build Date: 1957), 238 Lakeview Ave, Falmouth 02540
State-funded, 24 one-bedroom units, Age-restricted (60 yrs+ or Disability), 577 sq ft. approx.

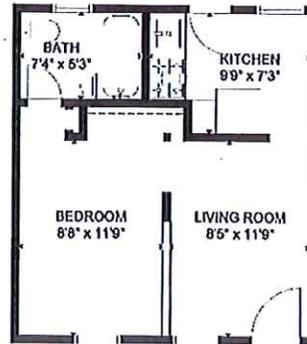


22 CHOATE LN FALMOUTH MA



SPACE MEASUREMENTS
TAKEN 1/17/2011
FURNITURE IS NOT TO SCALE
SIZES AND DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CHANGE

22 Choate Ln Falmouth MA



SHOWING DIMENSIONS
IN FEET AND INCHES
DIMENSIONS ARE APPROXIMATE

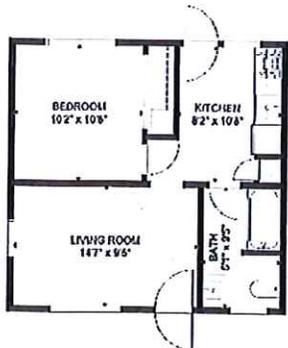
Rose Morin Apartments (1971), 58 Rose Morin Ln, Falmouth 02540

Federal-funded, 60* one-bedroom units, Age-restricted (62 yrs+ or Disability), 434 sq. ft. approx.

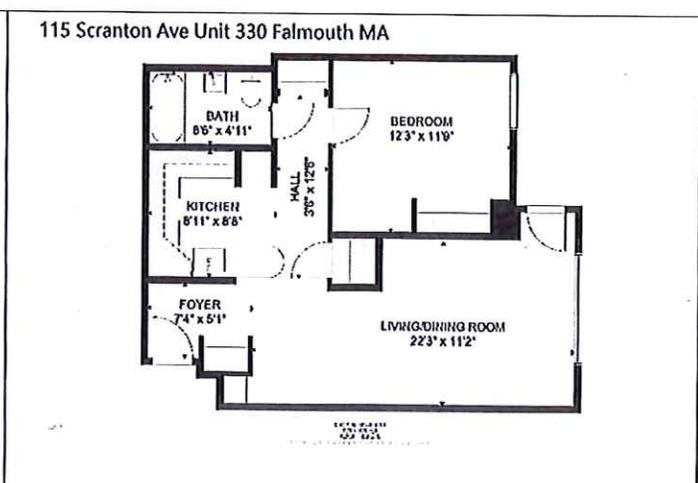
*59 rentals; 1 unit converted to a community room/laundry room



60 Rose Morin Ln



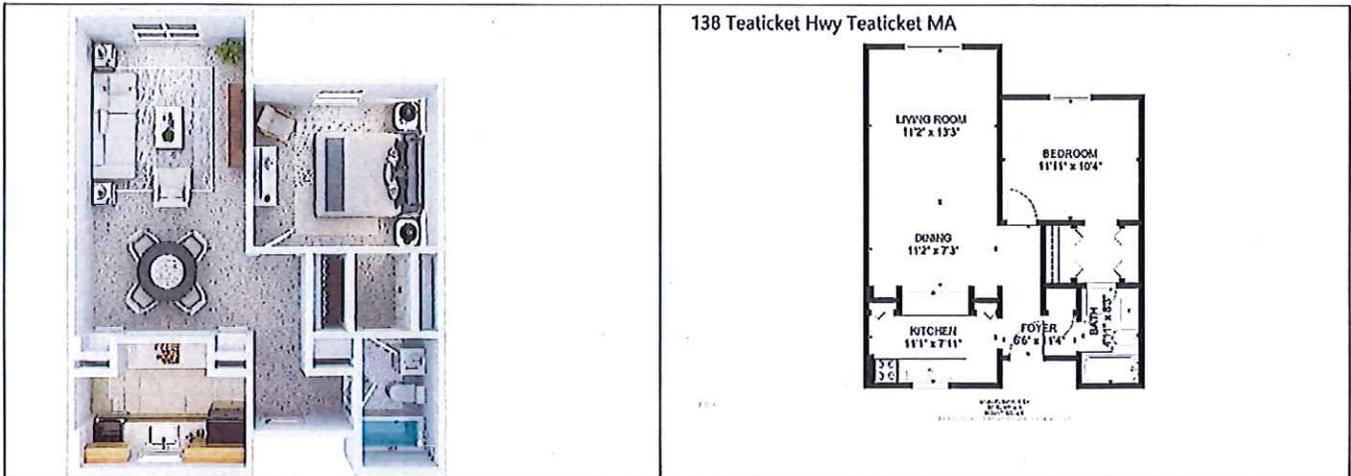
Harborview Apartments (Build Date: 1981), 115 Scranton Ave, Falmouth, MA 02540
Federal-funded, 80 one-bedroom units, Age-restricted (62 yrs+ or Disability), 629 sq. ft. approx.
Note: Has 8 units identified as handicap-accessible; only property to have ADA designated units.



Tatakett Apartments (Build Date: 1984), 138 Teaticket Hwy, Teaticket 02536

Federal-funded, 83 one-bedroom units, Age-restricted (62 yrs+ or Disability), 609 sq. ft. approx.

*Note: Units on the basement level are significantly smaller than 2nd & 3rd floor units



Bayberry House (Build Date: 1991), 58 Rose Morin Ln, Bldg. K, Falmouth, MA 02540

Federal-funded, 8 bedrooms within a group home -- Program administered through Department of Mental Health and Vinfen

