

**TOWN OF FALMOUTH**  
**SELECT BOARD**  
**AGENDA**  
**MONDAY, MAY 20, 2024 – 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.*

**6:30 p.m. OPEN SESSION**

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

**6:35 p.m. COMMITTEE INTERVIEWS**

1. Interview, vote and appoint committee members
  - a. Cultural Council – Ocean Eversley

**6:45 p.m. PUBLIC HEARINGS**

1. Application for an All-Alcoholic Beverages Restaurant License, an Annual Entertainment License, and a Sunday Entertainment License for 10 Water Street, LLC d/b/a Pie in the Sky Coffee and Bakery, 10 Water Street, Woods Hole – Continued from April 1, 2024 (15 minutes)
2. Application filed by Bad Martha's Farmer's Brewery, LLC for an Alteration of Premises to its Farmer-Brewery Pouring License, 876 East Falmouth Highway, East Falmouth (5 minutes)
3. Application for a Sunday Entertainment License – Shipwrecked – Beachfest – Shipwrecked/Heights Hotel parking lot, 263 Grand Avenue, Falmouth – Sunday, 6/9/24 from 12:00 p.m. – 5:00 p.m. (10 minutes)

**7:15 p.m. BUSINESS**

1. Presentation – Great Bay Street – Project History and Current Overview (15 minutes)
2. Report – Water Quality Management Committee (15 minutes)
3. Presentation – Joe Q Veteran Coffee Break update on facility and programming (10 minutes)
4. Update on the Regional Compost Site initiative – Kari Parcell of Mass DEP/Cape Cod Cooperative Extension (10 minutes)
5. Consider approval of Falmouth Affordable Housing Fund (FAHF) application from Falmouth Housing Trust for 419 Waquoit Highway land acquisition (5 minutes)
6. Consider amendment to Memorandum of Understanding with Eversource regarding installation of electric cable under Shining Sea Bikeway (5 minutes)
7. Request from Chris Megan, On the Water, LLC to appeal the decision of the Town Manager to place conditions on the special event permit for Striper Fest (10 minutes)
8. Request for variance to Sign Code §184-26: Illumination – Cape Cod Church, 1205 Nathan Ellis Highway, East Falmouth (10 minutes)
9. Application filed by Town Hall Partners, LLC d/b/a Timber for a Change of Manager of its All-Alcoholic Beverages Restaurant License, 23 Town Hall Square, Falmouth (5 minutes)

10. Vote to approve intermunicipal agreement between the Town of Falmouth and MASSTC for urine diversion feasibility study (10 minutes)
11. Designate a member of the Select Board to seek input on the request to name the Overlook on the Coonamessett River for Betsy Gladfelter (5 minutes)
12. Discuss and consider the adoption of the Town of Falmouth Mission, Vision, and Core Values Statements (5 minutes)

**9:00 p.m. CONSENT AGENDA**

1. Licenses
  - a. Approve application for a Special One-Day Wine & Malt Liquor License – Shipwrecked – Beachfest – Shipwrecked/Heights Hotel parking lot – Sunday, 6/9/24 from 12:00 p.m. – 5:00 p.m.
  - b. Approve application for a Special One-Day Wine & Malt Liquor License – On the Water, LLC – Striper Fest – Marina Park – Saturday, 9/28/24 from 12:00 p.m. to 6:00 p.m.
  - c. Approve the correction of the application filed by Sun Retreats Cape Cod for a Seasonal Automatic Amusement Device License – 130 Thomas B. Landers Road, East Falmouth
2. Administrative Orders
  - a. Release of Surety Bond for Habitat for Humanity LIP at Willett Way
  - b. Vote to accept a water main easement on Willett Way to allow connection to the Town’s water service
  - c. Approve request from Bob Bennett, owner of properties located at 503 Sippewissett Road and 19 Quissett Harbor Road, to apply to the Conservation Commission relative to vista pruning on the adjacent Town-owned property
  - d. Vote to authorize the Select Board to approve a Letter of Commitment for the submittal of a Department of Energy Grant for the Marina aquaculture expansion and renewable energy project

**9:05 p.m. MINUTES**

1. Review and vote to approve minutes of meetings
  - a. Public Session – April 22, 2024

**9:10 p.m. TOWN MANAGER’S SUPPLEMENTAL REPORT**

**9:15 p.m. SELECT BOARD REPORTS**

**9:25 p.m. ADJOURN**

Nancy Robbins Taylor, Chair  
Select Board

## **OPEN SESSION**

### **COMMITTEE INTERVIEWS**

1. Interview, vote and appoint committee members
  - a. Cultural Council – Ocean Eversley



## AGENDA ITEM SUMMARY SHEET

**ITEM NUMBER:** Committee Interviews – 1.a.

**ITEM TITLE:** Interview, vote and appoint committee members: Cultural Council – Ocean Eversley

**MEETING DATE:** 5/20/2024

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

**SUBMITTED BY:** Mike Renshaw, Town Manager

**ATTACHMENTS:** Application Form, Description of Cultural Council,

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### PURPOSE:

The Select Board is requested to conduct an interview and vote on the appointment of applicant ocean Eversley to serve on the Cultural Council.

### BACKGROUND/SUMMARY:

- Applicant Ocean Eversley submitted an application form to serve on the Cultural Council on April 20, 2024 (copy attached).
- There are currently thirteen (13) members serving on the Council; a maximum of 22 members are authorized, and members serve 3-year terms.
- Applicant Ocean Eversley is a retired clinical social worker who is interested in becoming more involved in community engagement activities such as conducting outreach to the BIPOC community.

- This appointment, if approved, would be for a term to expire on June 30, 2027.

**DEPARTMENT RECOMMENDATION:**

The Town Manager recommends that the Select Board vote to appoint applicant Ocean Eversley to serve on the Cultural Council to fill a term ending on June 30, 2027.

**OPTIONS:**

- Motion to appoint applicant Ocean Eversley to serve on the Cultural Council to fill a term ending on June 30, 2027.
- Motion to deny the appointment of applicant Ocean Eversley to serve on the Cultural Council to fill a term ending on June 30, 2027.
- 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 appoint applicant Ocean Eversley to serve on the Cultural Council to fill a term ending on June 30, 2027.

*Michael Renshaw*

\_\_\_\_\_

Town Manager

5/15/2024

Date

Cultural Council (minimum 5 – maximum 22 members) (13 members currently) (3-year terms)

- For a term ending 6/30/27

One applicant:

- Ocean Eversley



**TOWN OF FALMOUTH**

**BOARD, COMMITTEE OR COMMISSION  
APPLICATION FORM**

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

Name: Ocean Eversley

Address: 20 Shore St Unit 3 Village: Falmouth ZIP: 02540

Mailing Address: 20 Shore Street Unit 3 Village: Falmouth ZIP: 02540

Telephone: [REDACTED] Email: [REDACTED]

How long have you been a Resident X (date: 2012-2017) / Taxpayer 2023 - present (date:     )

Amount of time you are available to give: 5-10 hours a month

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

1. Falmouth Cultural Council
2. \_\_\_\_\_
3. \_\_\_\_\_

Seeking: Permanent Position  Alternate Position  Yes

Have you attended any meetings of the committee for which you are applying? \_\_\_\_\_

Relevant affiliation and work and personal experiences: I am a retired clinical social worker who plans to be involved with community engagement, such as doing outreach to the BIPOC community.

Town offices held in Falmouth or elsewhere and dates of years served: None

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

I am passionate about the arts and giving back to the Falmouth Community. As a BIPOC retired social worker who is also engaged in the art sector, I can easily navigate and appreciate diverse cultures, customs, and traditions. Diverse cultural perspectives, cultural sensitivity, and local knowledge can inspire creativity and drive innovation.

The range of experience, expertise, and working methods that a diverse board offers can boost problem solving capacity and lead to greater productivity. A multi-cultural board is an important edge when marketing, promoting, requesting funding and attracting BIPOC artists + community members to participate in cultural events.

List three (3) references:

	Name	Title	Phone
1.	Willinda Barrow-Gary	Friend	[REDACTED]
2.	Paul Courtney	Board Member	
3.	Alice Kociemba	Board Member	

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

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

April 20, 2024

DATE

Ocean D. Eversley  
APPLICANT'S SIGNATURE

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

[Home](#) / [Communities](#) / [Local Cultural Council Program](#) / [LCC Toolkit](#) / [Council Basics](#) / [Membership](#)

## Council Basics

# Membership

Local Cultural Councils are administered by volunteers from the community who have an interest in supporting the arts, humanities, and sciences. The more diverse its membership, the better an LCC can serve their community.

Membership details must be updated on the grants management system each time a new member joins the LCC to ensure they receive newsletters, announcements, and other updates about the LCC Program. It's important to keep accurate records of appointment dates so new appointments can be made before the LCC falls below five members.

### Membership Requirements

- LCCs must have at least five members and no more than 22 members.
- Members are appointed by the top appointing official in the community (i.e., the mayor, city manager, board of selectmen, or executive officer). All appointments must be recorded by the city or town clerk and include term dates.
  - The chief appointing authority, members of the local appropriating authority, and other elected public officials cannot serve as LCC members.
- LCC members should have an interest in the arts, humanities, or sciences.
- The term for an LCC member is three years; members can serve a maximum of two consecutive terms or a total of six years (unless the appointing authority removes a member before the expiration of a term).
  - After serving six years, members must remain off the LCC for a one-year interval before serving additional terms.
  - To preserve continuity of operations, the terms of individual LCC members should be staggered (that is, there should never be 100 percent turnover of members in a single year). LCCs may also elect to designate former officers or members as non-voting, ex-officio LCC members.
- Each LCC must annually elect a chair, secretary, and treasurer.

- State guidelines do not require that LCC members live in the town on whose LCC they serve, or that they are over 18 years of age. Some cities and towns, however, do have local residency or age requirements.
- Check with your municipality about local requirements. Remember, members can recruit and make recommendations, but only the appropriate officials can appoint and swear in new members.

## Roles and Responsibilities

All new members are required to read the [LCC Program Guidelines](#) to ensure a basic understanding of the program's requirements and grant making practices. Mass Cultural Council staff can also, when needed, schedule sessions with LCCs who need further orientation, as time and schedules allow.

[LCC appointees must take the mandatory State ethics training](#) that applies to all Local Cultural Council members as "special municipal employees" as defined by M.G.L. Chapter 10 Section 58. This training provides a general introduction to the conflict of interest law, including information on the requirements of the law that apply to former public employees. Upon appointment, and every two years thereafter, all current state, county, and municipal employees, including LCC members, must complete this training. (This is not a requirement of Mass Cultural Council. It is a requirement of the State Ethics Commission. Upon completing the training members should provide documentation directly to their appointing authority.

LCCs are guided, in part, by three annually-elected officers: a chair, treasurer and secretary. LCCs can share the work and leadership through a co-chair arrangement. All members can take responsibility for aspects of LCC operations. Sharing responsibility is the most effective way to ensure long-term stability of the LCC.

LCC tasks can be divided in a variety of ways, depending on the number of LCC members, individual skills and interests, and available time. Some LCCs choose to elect members to serve in other roles, such as publicist, school liaison, grants coordinator, etc., to further delegate tasks.

LCCs can develop simple job descriptions for each officer or coordinator position. Job descriptions may clarify tasks and make the best use of members' limited time. Job descriptions can also help new members get informed and involved quickly. [See Sample LCC Job Descriptions](#). A single job may be done by more than one person. Additionally, a detailed checklist of [sample grant cycle assignments](#) is available. Use it as is or adapt it to delegate and share tasks.

## Tips for Recruitment

While the authority to appoint LCC members rests with the municipality, we encourage LCCs to see themselves as ambassadors in recruiting new members. LCC members should work closely with the municipal appointing authority to make sure that new members meet the needs of the LCC.

LCCs need to have at least 5 members but it is always better to have more (7-9 is a good number) in case one person needs to leave the LCC, then the LCC can still meet the minimum requirements.

LCC members should assess what current skills may be needed by the LCC and actively recruit members with those skills. Possible areas of recruitment:

- Demonstrates competence with computers and the internet.
- Demonstrates competence with finances.
- Represents the diversity of the community.
- Represents the artistic and cultural community in the city/town.

Before talking to a potential member:

- Think about how to describe the LCC's work, and why it is so important.
- Keep in mind the things that drew current members to the LCC. They might be attractive to a potential member.
- Identify some of the more important events and accomplishments the LCC has enjoyed.

Personal invitations can be a very successful way to recruit members:

- Ask friends or acquaintances, especially those who have an interest in the cultural life of the community.
- Attend a funded LCC project and talk to the people there about the LCC's work.
- Identify and invite an individual with a specific skill or expertise that is needed by the LCC such as financial accounting, publicity, web design, public advocacy, or event planning experience.
- Ask past LCC applicants.
- Contact local cultural organizations in your community.

[Publicity and visibility strategies](#) can be a great way to recruitment members:

- Use local newspapers, cable access channels, radio, or locally-distributed publications to recruit volunteers.
- Send a short press release or write a letter to the editor. See a [sample press release to recruit new members](#).
- Prepare LCC information and membership flyers and distribute them throughout the community and at cultural events.
- Contact local businesses or corporations that might print notices in their in-house newsletters and/or post notices on their bulletin boards.
- Chambers of commerce are good sources because they usually publish regular newsletters and have access to the business community.
- Submit a notice to any town newsletters, city/town Facebook group or other places where residents get information such as web sites or online forums that post community news.
- Attend a select board or city council meeting to talk about the LCC Program and its grantees and use the opportunity to announce the need for members.
- Offer a brief presentation about the LCC at meetings of local clubs and organizations. Explain what the LCC does and express the need for new members.

Reach out to the following groups:

- Local school or college/university art, science, or humanities teachers
- Town conservation and planning commissions or revitalization committee
- Local businesses
- Religious groups and institutions
- Cultural organizations
- PTOs/PTAs
- Senior citizen groups (Council on Aging, senior centers)
- High schools or student groups
- Organizations that represent people of color or specific ethnic groups (NAACP, Brazilian Association, etc.)
- Organizations that represent people with disabilities (associations for the blind, associations for the deaf, local ARCs, centers for independent living, etc.)
- Civic groups (Rotary, Lions, etc.)
- Main Street organizations

Post a call for members with [Massachusetts Service Alliance](#), an organization that connects volunteers with opportunities from across the state. LCCs may use this resource (via Mass Cultural Council's agency profile) whenever they are seeking new members and can leave it up for one year.

## Chair Transitions

Changing leadership can create challenges because it can be difficult to transfer the knowledge gained and relationships formed by the LCC Chair while in office. Chairs and other officers must have a good understanding of both state guidelines and council priorities, procedures, and legal requirements. Consider the following strategies to encourage members to serve as chair or in other leadership roles:

- **Avoid having the chair be responsible for most of the LCC's work.** Divide up tasks and create written descriptions as suggested previously.
- Recruit a successor to the current chairperson one cycle before needed, as a co-chair, so they can "shadow" the chair during their last cycle.
- Consider co-chairs who can share leadership and split the task of orienting and involving members in tasks.
- Consider cycling the chair position annually. **Many LCCs have found it helpful to elect a chair and co-chair for a year, after which the chair cycles off to become a regular member, the co-chair replaces the chair, and a new co-chair is elected.** This helps make the chair position less intimidating and ensures that all LCC members are familiar with all aspects of LCC work.
- Invite retired members to serve ex-officio and provide continuity as membership turns over. These members can support the work of the LCC but cannot discuss or vote on applications during their year off.
- Keep files organized throughout the year so that volunteers assuming new roles and responsibilities will find the transition smooth and problem-free.

- Annually review the [LCC Program Guidelines](#) with veteran members and newcomers alike. Include an orientation with a social component to make new people feel welcome and to build team spirit.

[< Managing Funds](#)

[Next: Meetings](#)

## **OPEN SESSION**

### **PUBLIC HEARINGS**

1. Application for an All-Alcoholic Beverages Restaurant License, an Annual Entertainment License, and a Sunday Entertainment License for 10 Water Street, LLC d/b/a Pie in the Sky Coffee and Bakery, 10 Water Street, Woods Hole – Continued from April 1, 2024



## AGENDA ITEM SUMMARY SHEET

**ITEM NUMBER:** Public Hearing 1.

**ITEM TITLE:** Application for an All-Alcoholic Beverages Restaurant License, an Annual Entertainment License, and a Sunday Entertainment License for 10 Water Street, LLC d/b/a Pie in the Sky Coffee and Bakery- 10 Water Street, Woods Hole- Continued from April 1, 2024

**MEETING DATE:** 5/20/2024

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

**SUBMITTED BY:** Mike Renshaw, Town Manager

**ATTACHMENTS:** Letter from Attorney Tsakalos dated May 9, 2024; Liquor License Hearing Notice, License Application Review Form, Town of Falmouth Entertainment License Application, ABCC Application for New License, Floor Plan,

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### PURPOSE:

The Select Board will conduct a Public Hearing, continued from April 1, concerning an application for an All-Alcoholic Beverages Restaurant License, an Annual Entertainment License, and a Sunday Entertainment License for 10 Water Street, LLC d/b/a Pie in the Sky Coffee and Bakery- 10 Water Street, Woods Hole.

### BACKGROUND/SUMMARY:

- The applicant originally completed an Entertainment License Application on February 22, 2024, and its New Liquor License and Sunday Entertainment License Application on March 15, 2024.

- Following its public hearing on April 1, which was continued to May 20, the applicant subsequently submitted a letter (attached) in which it withdrew its previously submitted Application for a New All-Alcoholic Beverages Liquor License without prejudice and submitted a revised Entertainment and Sunday Entertainment License applications.
- The Building Commissioner reviewed the original application and approved the floor plan and stipulated that there is to be no public access to the roof of the establishment.
- The Police Department has reviewed the application and has no concerns or objections.
- The Fires Rescue and Health Department have also reviewed the applications and have no objections to approval.

**DEPARTMENT RECOMMENDATION:**

Following the public hearing, the Select Board should base their decision as to the approval of an Annual Entertainment License, and a Sunday Entertainment License for 10 Water Street, LLC d/b/a Pie in the Sky Coffee and Bakery on the information presented during the hearing.

**OPTIONS:**

- Motion to approve the application for an Annual Entertainment License and a Sunday Entertainment License for 10 Water Street, LLC d/b/a Pie in the Sky Coffee and Bakery- 10 Water Street, Woods Hole.
- Motion to deny approval of the application for an Annual Entertainment License and a Sunday Entertainment License for 10 Water Street, LLC d/b/a Pie in the Sky Coffee and Bakery- 10 Water Street, Woods Hole.
- 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:**

Following the public hearing, the Select Board should base their decision as to the approval of an Annual Entertainment License, and a Sunday Entertainment License for 10 Water Street, LLC d/b/a Pie in the Sky Coffee and Bakery on the information presented during the hearing.

*Michael Renshaw*

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**Town Manager**

5/15/2024

**Date**



**AMENT KLAUER LLP**

Attorneys at Law  
39 Town Hall Square  
Falmouth, MA 02540

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

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

May 9, 2024

***VIA HAND DELIVERY***

Phyllis Downey  
*Select Board*  
*Town of Falmouth*  
59 Town Hall Square  
Falmouth, MA 02540

*RE: New On-Premises Liquor & Entertainment License Applications*  
*Applicant: 10 Water Street, LLC d/b/a Pie in the Sky Coffee & Bakery*  
*Property Address: 10 Water Street, Woods Hole, MA*

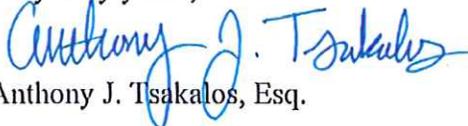
Dear Phyllis:

This letter is in reference to the above referenced Applicant's liquor and entertainment license applications currently pending before the Falmouth Select Board (the "Board"). An initial hearing on these licenses was held on April 1, 2024. The hearing was continued until May 20, 2024, so that the Applicant could weigh revising its applications in light of comments made at the meeting by members of the Board and the general public.

At this time, the Applicant desires to (i) withdraw its previously submitted Application for a New All-Alcoholic Beverages (On-Premises) Retail Liquor License without prejudice, and (ii) submit the enclosed, revised Annual Entertainment and Annual Sunday Entertainment license applications for consideration by the Board.

I would ask that the Board allow these requests. I look forward to discussing all of the foregoing with the Board at its upcoming meeting on May 20, 2024. Thank you and please do not hesitate to contact me if there are any questions regarding these requests.

Very truly yours,

  
Anthony J. Tsakalos, Esq.

AJT/  
Enclosures



Town of Falmouth

Office of the Town Manager & Select Board
59 Town Hall Square, Falmouth, MA 02540
508-495-7320 • licensing@falmouthma.gov

ENTERTAINMENT LICENSE APPLICATION

Massachusetts General Laws, Chapter 140, Section 183A as amended by Chapter 694 of 1981

Required fields are outlined in red.

NAME OF BUSINESS: 10Water Street, LLC D/B/A Pie In The Sky Coffee and Bakery

ADDRESS: 10 Water Street

TOWN: Woods Hole STATE: MA ZIP CODE: 02543

NAME OF OWNER/MANAGER: Erik T. Gura

TELEPHONE #: [REDACTED] EMAIL: [REDACTED]

MAILING ADDRESS: 405 Main Avenue West, Suite 2D, West Fargo, ND 58078

LOCATION OF ENTERTAINMENT ON PREMISES: See attached Furnishing Plan

DAYS OF ENTERTAINMENT: Sunday through Saturday

HOURS OF ENTERTAINMENT: Mon-Fri: 5pm-9pm; Sat/Sun: 10am-9pm

Provide a detailed description of proposed entertainment in the field below, and attach a FLOOR PLAN including the proposed locaton of the entertainment:

Mon: "Open Mic Night" consisting of full band with amplified vocals/instruments, 5pm - 9pm;
Tues-Fri: Solo/mixed artist(s) with instrument(s) and light amplification, 5pm - 9pm;
Sat/Sun: Solo/mixed artist(s) with instrument(s) and light amplification, 10am - 9pm.

PLEASE CHECK THE APPROPRIATE BOX FOR ALL TYPES OF ENTERTAINMENT REQUESTED:

SUNDAY ENTERTAINMENT: NO [ ] YES [X] (If YES, complete a separate Sunday Entertainment application - contact Select Board office)

1. DANCING By Patrons [ ] No Dancing [X]
2. MUSIC Recorded [ ] Live [X] Amplified [X] Acoustic [X] Other [ ]

I certify that this application contains a true description of the entertainment provided by this establishment and that I have complied with M.G.L. Chapter 140, Section 183A, Paragraph 3, by stating whether as part of the concert, dance exhibition, cabaret and public show any person will be permitted to appear on the premises in any manner or attire as to expose to public view any portion of the pubic area, anus, or genitals, or any simulation thereof, or whether any female person will be permitted to appear on the premises in any manner or attire as to expose to public view any portion of the breast below the top of the areola, or any simulation thereof.

DATE 5/9/2024

X [Signature]

Signature - OWNER or MANAGER

Total Town Fees: \$110
Filing Fee: \$10
License Fee: \$100

Fees payable to Town of Falmouth

THE COMMONWEALTH OF MASSACHUSETTS

State Fee, \$ 100  
Municipal Fee, \$ 150

Town \_\_\_\_\_ OF \_\_\_\_\_ Falmouth



LICENSE

For

PUBLIC ENTERTAINMENT ON SUNDAY

The Name of the Establishment is 10 Water Street, LLC d/b/a Pie In The Sky Coffee and Bakery in or on the property at No. 10 Water Street, Woods Hole, MA 02543 (address)

The Licensee or Authorized representative, [Signature] ERIK GURA in

accordance with chapter 136 of the General Laws, as amended, hereby request a license for the following program or entertainment:

DATE	TIME	Proposed dancing or game, sport, fair, exposition, play, entertainment or public diversion
Sundays	10am-9pm	Solo or mixed artist(s) with single amplifier and instrument(s)

Hon. Nancy Robbins Taylor Mayor/ Chairman of Board of Selectman, Town of Falmouth (City or Town)

Fees per occurrence (Individual Sunday(s)): Regular Hours (Sunday 1:00pm – Midnight): \$2.00 Special Hours (Sunday 12:00 am- Midnight): \$5.00. Annual Fee (For Operating on every Sunday in calendar year): Regular Hours (Sunday 1:00pm – Midnight): \$50.00 Special Hours (Sunday 12:00 am- Midnight): \$100.00

This license is granted and accepted, and the entertainment approved, upon the understanding that such entertainment that the licensee shall comply with the laws of the Commonwealth applicable to licensed entertainments, and also to the following terms and conditions: The licensee shall at all times allow any person designated in writing by the Mayor, Board of Selectmen, or Commissioner of Public Safety, to enter and inspect his place of amusement and view the exhibitions and performances therein; shall permit regular police officers, detailed by the Commissioner of Public Safety or Chief of the local Police Department to enter and be about this place of amusement during performances therein; may employ to preserve order in his place of amusement only regular or special police officers designated therefore by the Chief of Police, and shall pay to said Chief of Police for the services of the regular police officers such amount as shall be fixed by him; shall permit at all times to enter and be about his place of amusement such members of the Fire Department as shall be detailed by the Chief of the Fire Department to guard against fire; shall keep in good condition, go as to be easily accessible, such standpipes, hose, axes, chemical extinguishers and other apparatus as the fire department may require; shall allow such members of the fire department in case of any fire in such place, to exercise exclusive control and direction of his employees and of the means and apparatus provided for extinguishing fire therein; shall permit no obstruction of any nature in any aisle, passageway or stairway of the licensed premises, nor allow any person therein to remain in any aisle passageway or stairway during an entertainment; and shall conform to any other rules and regulations at any time made by the Mayor or Board of Selectmen. This license shall be kept on the premise where the entertainment is to be held, and shall be surrendered to any regular police officer or authorized representative of the Department of Public Safety. This license is issued under the provisions of Chapter 136 of the General Laws, as amended, and is subject to revocation at any time by the Mayor, Board of Selectmen, or Commissioner of Public Safety.

Do not write in this box

This application and program must be signed by the licensee or authorized representative of entertainment to be held. No Change to be made in the program without permission of the authorities granting and approving the license.

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE ON THE PREMISES



Complete prior to applying for:  
New Liquor License  
Transfer of Liquor License  
Alteration of Premises  
Annual Entertainment/Sunday Entertainment License

APPLICANT: 10 Water Street, LLC d/b/a Pie in the Sky Coffee and Bakery

ADDRESS: 10 Water Street, Woods Hole

LICENSE APPLIED FOR: New Liquor License and Entertainment and Sunday Entertainment Licenses

The attached plan or plans described below have been approved by the Building Commissioner's Office as appropriate for this application:

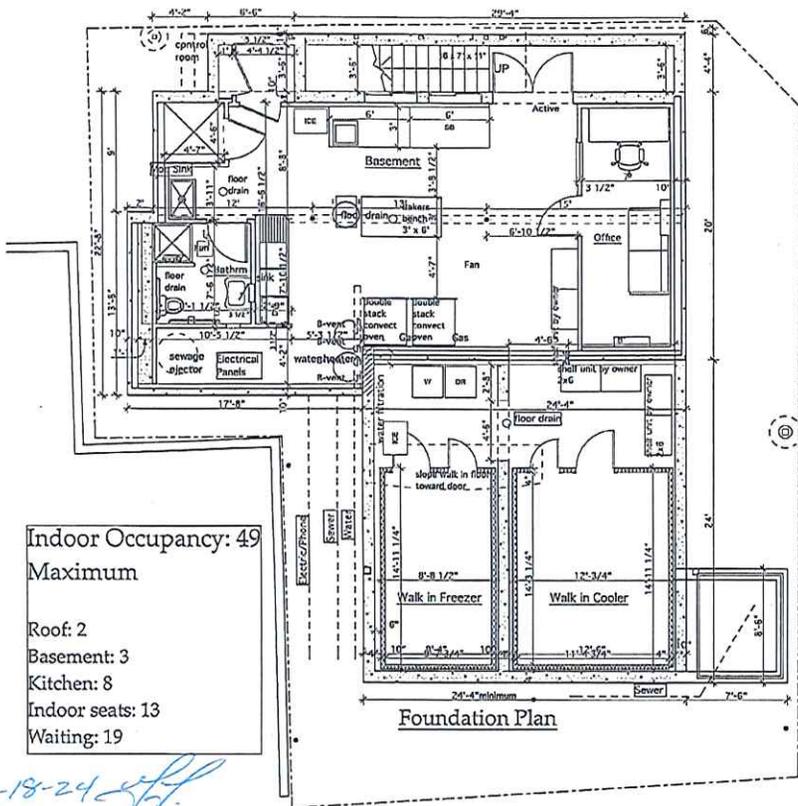
- a. A Floor Plan completed and stamped by an *Engineer or Architect* to the Building Commissioner's office. The Plan must include all seating, parking, and the occupancy load calculation.
- b. For outdoor seating, submit a plot plan or site plan completed by a *Certified Land Surveyor*.

NOTES: Plan SK2 dated 3/14/24 is submitted by the Select Board office to include bench seating that was not shown on the plan dated 3/5/24 and to show rope barriers separating the area of alcohol service from the public required by the ABCC. Please note the two seats on the rear bench may not be approvable for alcohol.

No public roof access

Building Commissioner: X *[Signature]*

DATE: 3-18-24



Indoor Occupancy: 49  
Maximum

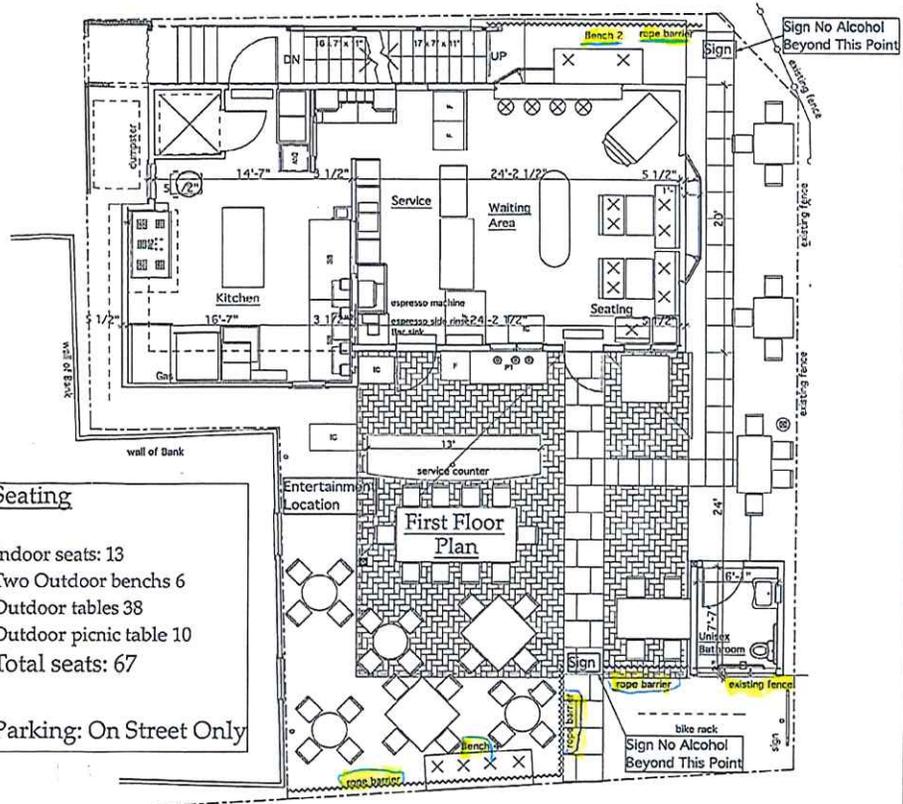
Roof: 2  
Basement: 3  
Kitchen: 8  
Indoor seats: 13  
Waiting: 19

3-18-24 *[Signature]*  
NO PUBLIC ROOF ACCESS

Seating

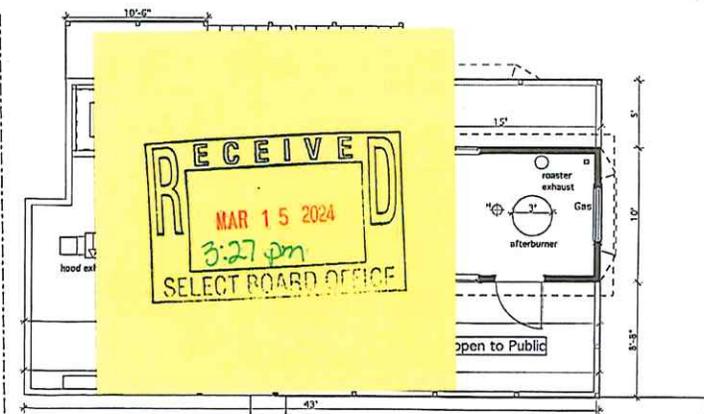
Indoor seats: 13  
Two Outdoor benches 6  
Outdoor tables 38  
Outdoor picnic table 10  
Total seats: 67

Parking: On Street Only



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MAR 14 2024  
SELECT BOARD OFFICE

Furnished Across Water Street



ARCHITECT  
**William F. Roslansky**  
26 Albatross Street, Woods Hole, Massachusetts, 02543  
(508) 540-8950

**Furnishing Plans**  
Pie In The Sky, Inc.  
10 Water Street, Woods Hole, MA

Date: 2/16/2015	Scale: 1/4" = 1'-0"
Rev. Date & Type:	
7/15/2016 Building Enlargement	
11/9/2016 Afterburner Room, Electrical	
4/17/2017 Various Changes	
3/11/2024 Furnishings	

Sheet No. **SK2**  
Pie In The Sky, Inc.

## **OPEN SESSION**

### **PUBLIC HEARINGS**

2. Application filed by Bad Martha's Farmer's Brewery, LLC for an Alteration of Premises to its Farmer-Brewery Pouring License, 876 East Falmouth Highway, East Falmouth



## AGENDA ITEM SUMMARY SHEET

**ITEM NUMBER:** Public Hearings 2.

**ITEM TITLE:** Application filed by Bad Martha's Farmer's Brewery, LLC for an Alteration of Premises to its Farmer-Brewery Pouring License, 876 East Falmouth Highway, East Falmouth

**MEETING DATE:** 5/20/2024

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

**SUBMITTED BY:** Mike Renshaw, Town Manager

**ATTACHMENTS:** Liquor License Hearing Notice (Publication Date May 10, 2024); License Application Review Form; ABCC Amendment- Change or Alteration of Premises Application; Building Site Plan; Floor Plan

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### PURPOSE:

The Select Board will conduct a public hearing under Chapter 138 of the General Laws, as amended, to hear and consider an application filed by Bad Martha's Farmer's Brewery, LLC for an Alteration of Premises to its Farmer-Brewery Pouring License, 876 East Falmouth Highway, East Falmouth.

### BACKGROUND/SUMMARY:

- The applicant, Mr. Joshua Flanders, submitted an Amendment- Change or Alteration of Premises Information application through the Alcoholic Beverages Control Commission (attached).
  
- The application and submitted plans proposes an addition to the .

- The applicant states in his application that the proposed outdoor lawn seating area is immediately adjacent to the existing licensed premises, and that the lawn area will be used seasonally and will have 8 tables and 32 seats.
- The application states that there will be a reduction of 32 interior seats when the outside area is open; during inclement weather, the outside seating will revert to indoor seating.
- The Police Department has reviewed the application and has no objections to its approval.
- The Fire Rescue Department has reviewed the application and has no objections to its approval.
- The Health Department reviewed the application and stated they had no issues.

**DEPARTMENT RECOMMENDATION:**

Following the public hearing, the Town Manager recommends that the Select Board consider the facts and comments presented during the hearing and render their decision as to the applicant's request.

**OPTIONS:**

- Motion to approve the application filed by Bad Martha's Farmer's Brewery, LLC for an Alteration of Premises to its Farmer-Brewery Pouring License, 876 East Falmouth Highway, East Falmouth.
- Motion to deny approval of the application filed by Bad Martha's Farmer's Brewery, LLC for an Alteration of Premises to its Farmer-Brewery Pouring License, 876 East Falmouth Highway, East Falmouth.
- 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:**

Following the public hearing, the Town Manager recommends that the Select Board consider the facts and comments presented during the hearing and render their decision as to the applicant's request.

*Michael Renshaw*

---

Town Manager

5/15/2024

Date



## LIQUOR LICENSE HEARING

Notice is hereby given under Chapter 138 of the General Laws, as amended, that Bad Martha's Farmer's Brewery, LLC has applied for an Alteration of Premises to its Farmer Brewery Pouring License to be exercised at 876 East Falmouth Highway, East Falmouth, MA.

A hearing on the above application will be held in the Select Board Meeting Room, Falmouth Town Hall on Monday, May 20, 2024, at 6:45 pm.

Comments may be sent to [selectboard@falmouthma.gov](mailto:selectboard@falmouthma.gov).

Per order of the Select Board

LICENSING BOARD

Nancy Robbins Taylor

Edwin (Scott) P. Zylinski, II

Douglas C. Brown

Onjalé Scott Price

Robert P. Mascali

*Publication date: Friday, May 10, 2024, Falmouth Enterprise  
Account #2056*

**LICENSE APPLICATION REVIEW**

Restaurant/Business: Bad Martha's Farmer's Brewery, LLC

Address: 876 East Falmouth Highway

License Type: \_\_\_\_\_

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

or

Change of License Alteration of Premises

Police No objection

Fire No objections

Building \_\_\_\_\_

Health No issues

Zoning No comment

Planning \_\_\_\_\_

DPW \_\_\_\_\_

Assessor \_\_\_\_\_

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

Wastewater \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**NOTES:**

The proposed addition to the premises is an outdoor lawn area immediately adjacent to the existing licensed premises. The lawn area will be used seasonally and will have 8 tables and thirty-two (32) seats. There will be a reduction of thirty-two (32) interior seats when the outside area is open. During the off-season and inclement weather, the outside seating will revert to interior seating.



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

**AMENDMENT-Change or Alteration of Premises Information**

**Change of Location**

- Payment Receipt
- Monetary Transmittal Form
- Chg of Location/Alteration of Premises Application
- Financial Statement
- Vote of the Entity
- Supporting financial records
- Legal Right to Occupy
- Floor Plan
- Abutter's Notification
- Advertisement

**Alteration of Premises**

- Payment Receipt
- Monetary Transmittal Form
- Chg of Location/Alteration of Premises Application
- Financial Statement
- Vote of the Entity
- Supporting financial records
- Legal Right to Occupy
- Floor Plan
- Abutter's Notification
- Advertisement

**1. BUSINESS ENTITY INFORMATION**

Entity Name	Municipality	ABCC License Number
Bad Martha Farmer's Brewery, LLC	Falmouth	04326-PP-0390

Please provide a narrative overview of the transaction(s) being applied for. Attach additional pages, if necessary.

Applicant seeks to expand the area covered by the existing pouring license into an adjacent lawn area and expand its seasonal outdoor seating by capacity by thirty-two (32) seats.

**APPLICATION CONTACT**

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

Name	Title	Email	Phone
Christopher J. Kirrane, Esq.	Attorney	ckirrane@dunningkirrane.com	508-477-6500

**2. ALTERATION OF PREMISES**

**2A. DESCRIPTION OF ALTERATIONS**

Please summarize the details of the alterations and highlight any specific changes from the last-approved premises.

The applicant seeks to expand the area covered by the pouring license by adding adjacent lawn area which has the capacity for thirty-two (32) additional seasonal outdoor seats.

**2B. PROPOSED DESCRIPTION OF PREMISES**

Please provide a complete description of the proposed premises, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

The proposed premises is outdoor lawn area immediately adjacent to the existing licensed premises. The lawn area will be used seasonally and will have 8 tables and thirty-two (32) seats. There will be a reduction of thirty-two (32) interior seats when the outside area is open. During the off-season and inclement weather the outside seating will revert back to interior.\*

Total Sq. Footage	3200 sq. ft.	Seating Capacity	94	Occupancy Number	94
Number of Entrances	2	Number of Exits	2	Number of Floors	2

\*Seating will never exceed the ninety-four (94) seats currently permitted under the existing license.

#### 4. FINANCIAL DISCLOSURE

Associated Cost(s): (I.e. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs):

Associated Cost(s): Additional 8 tables will be provided for the additional exterior seating. The total cost is \$ [REDACTED] (table).

#### SOURCE OF CASH CONTRIBUTION

Please provide documentation of available funds. (E.g. Bank or other Financial Institution Statements, Bank Letter, etc.)

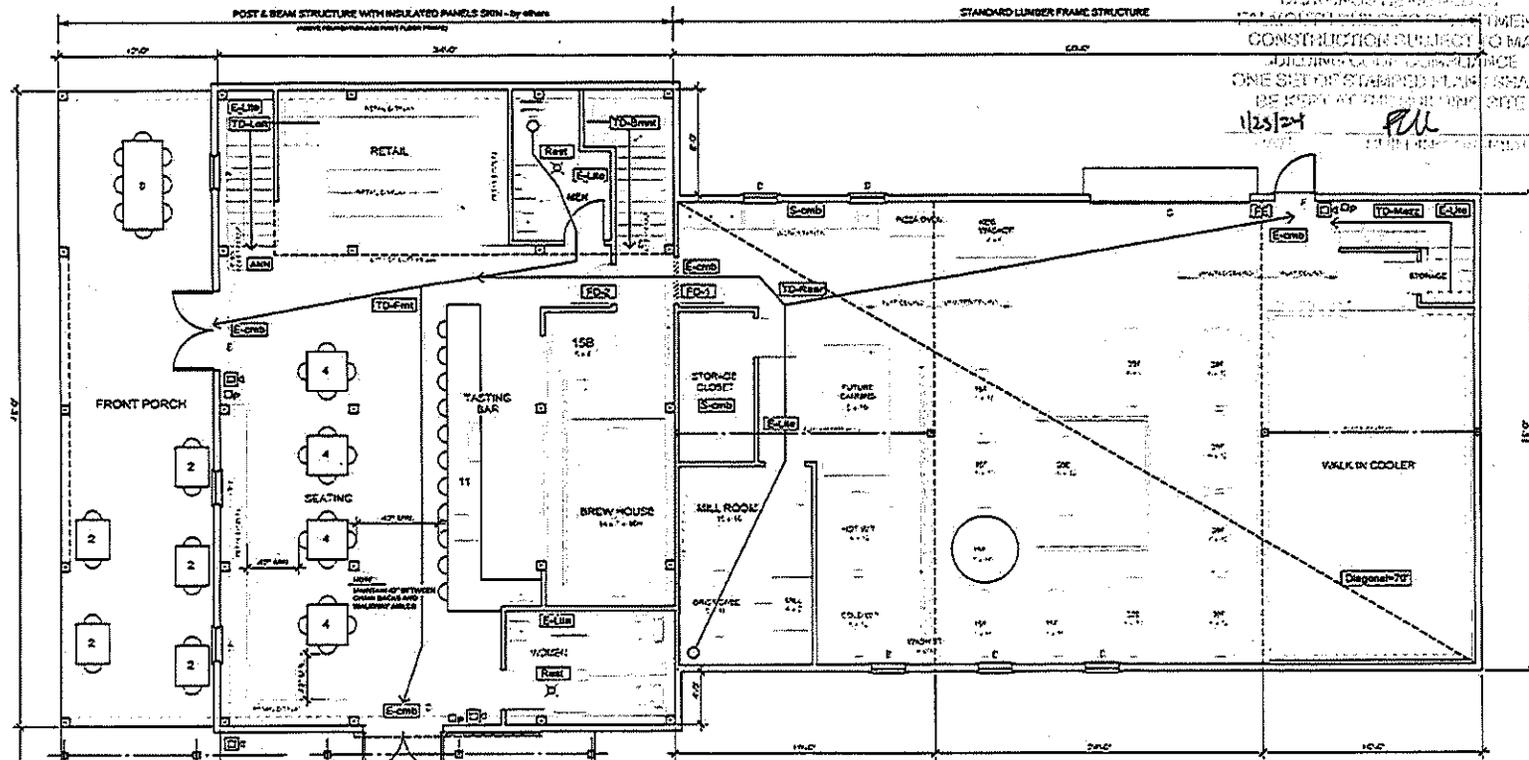
Name of Contributor	Amount of Contribution
Bad Martha Farmer's Brewery, LLC	[REDACTED]
Total:	[REDACTED]

#### SOURCE OF FINANCING

Please provide signed financing documentation.

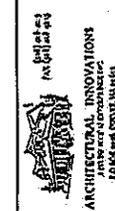
Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No





DRAWINGS TO BE USED ONLY FOR CONSTRUCTION SUBJECT TO MAJOR ALTERATIONS OF CONTRACTOR. ONE SET OF STAMPED PLANS SHALL BE KEPT AT ALL TIMES ON SITE.

1/25/24 P.U.



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BY

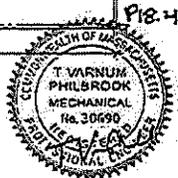
**OCCUPANCY:**  
 1ST FLOOR SEATING ..... 82  
 LOFT SEATING ..... 12  
 TOTAL SEATING OCCUPANCY ..... 94

**LIFE - SAFETY LAYOUT / FIRST FLOOR**  
 1/4" = 1'-0"

**AREAS:**  
 BREWING TOTAL ..... 2,410 S.F.  
 BAR, SEATING, RETAIL ..... 1,482 S.F.  
 FRONT PORCH ..... 532 S.F.  
 TOTAL ..... 2,410 + 1,482 + 532 = 4,424 S.F.

**DESIGN LAYOUT NOTES / LEGEND**

<b>E-Comb</b>	EXIT/ Emergency Light Combination Pack w/ battery back-up	<b>TD-2-Way</b>	Exit Egress travel Distance (Upstairs to 2-Way) - 75 Ft
<b>FE</b>	Fire Extinguisher	<b>TD-1-Way</b>	Exit Egress travel Distance (Downstairs to 2-Way) - 50 Ft
<b>S-Comb</b>	Smoke / Combination CO Detector	<b>TD-Mezz</b>	Exit Egress travel Distance (Downstairs to 2-Way) - 57 Ft
<b>E-Lite</b>	Emergency Light Pack w/ battery back-up	<b>TD-Fmt</b>	Exit Egress travel Distance (Front) - 38 Ft or 56 Ft
<b>FD-1</b>	1 hr Rated 3'0" x 7'0" Self-closing Door w/ Magnetic Holdback	<b>TD-Rear</b>	Exit Egress travel Distance (Rear) - 57 Ft or 75 Ft
<b>FD-2</b>	1/3 hr Rated 3'0" x 7'0" Self-closing Door	<b>ANN</b>	Annunciator
<b>Rest</b>	Restroom - 50 CFM run in continuous operation during occupancy Emergency Light w/ battery back-up ADA Compliant Handrails, Mirror, TP Holder	<b>HL</b>	Horn & Light
		<b>MP</b>	Man Station Pull
		<b>SL</b>	Signal Light-Stroke



REVISIONS

PROJECT: LIFE-SAFETY LAYOUT  
**BAD MARTHA BREWERY**  
 876 EAST FALMOUTH HIGHWAY, EAST FALMOUTH, MA  
 TITLE: FIRST FLOOR PLAN

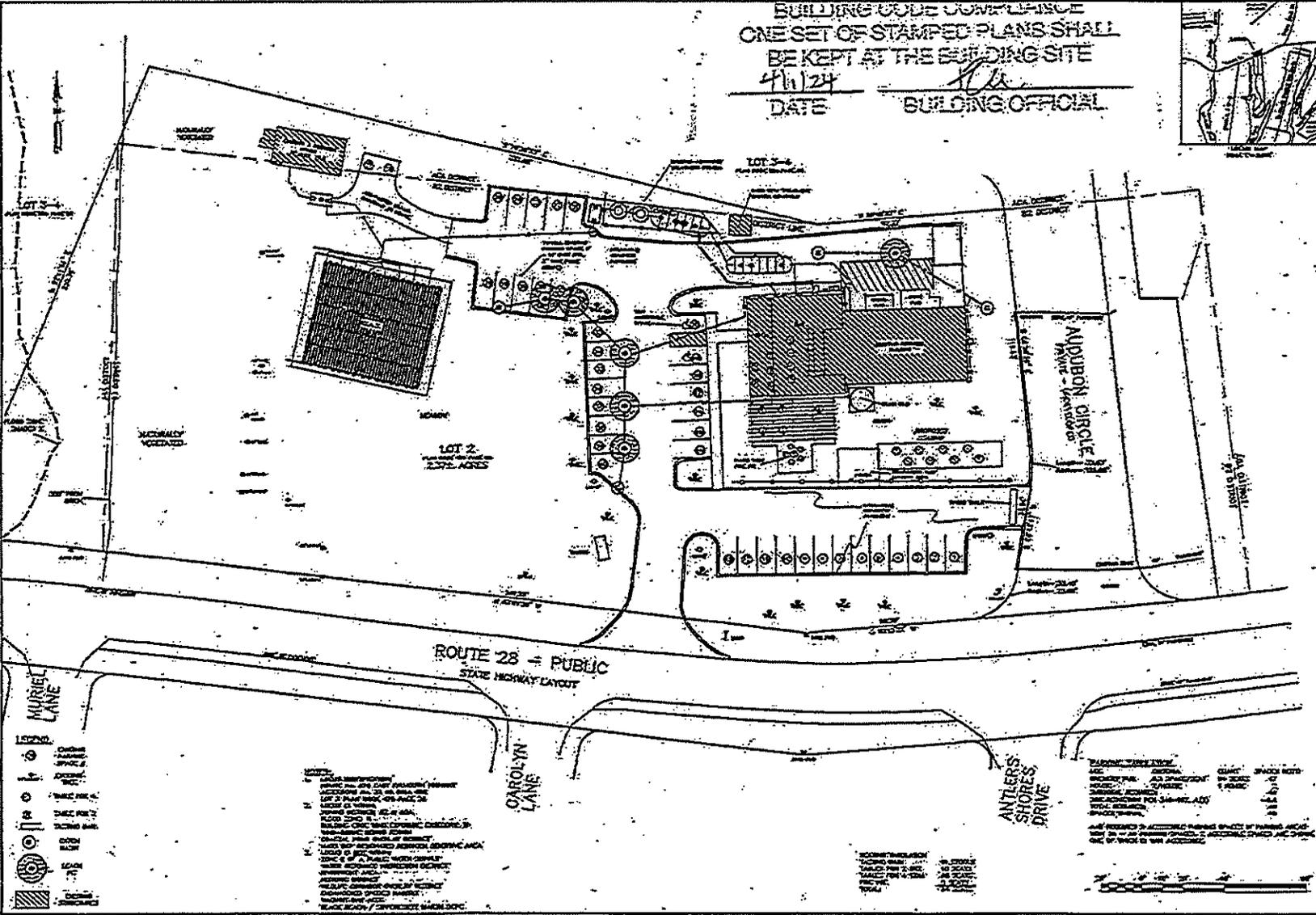
DATE: 01/22/2024

SCALE: AS NOTED

DRAWING #: LS 2-3

DRAWINGS REVIEWED BY  
 FAIRMOUTH BUILDING DEPARTMENT  
 CONSTRUCTION SUBJECT TO MA

BUILDING CODE COMPLIANCE  
 ONE SET OF STAMPED PLANS SHALL  
 BE KEPT AT THE BUILDING SITE  
 4/1/24 DATE *[Signature]* BUILDING OFFICIAL



**BSS**  
 DESIGN  
 ENGINEERING  
 & SURVEYING

OUTDOOR SEATING PLAN  
 878 EAST FAIRMOUTH HIGHWAY  
 EAST FAIRMOUTH, MASSACHUSETTS  
 BAD MARTHA BREWERY

1/2" = 1'-0"

1/4" = 1'-0"

1/8" = 1'-0"

1/16" = 1'-0"

1/32" = 1'-0"

1/64" = 1'-0"

1/128" = 1'-0"

1/256" = 1'-0"

1/512" = 1'-0"

1/1024" = 1'-0"

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# COPY

*A amended for clarity*

DRAWINGS REVIEWED BY  
FALMOUTH BUILDING DEPARTMENT  
CONSTRUCTION SUBJECT TO MA

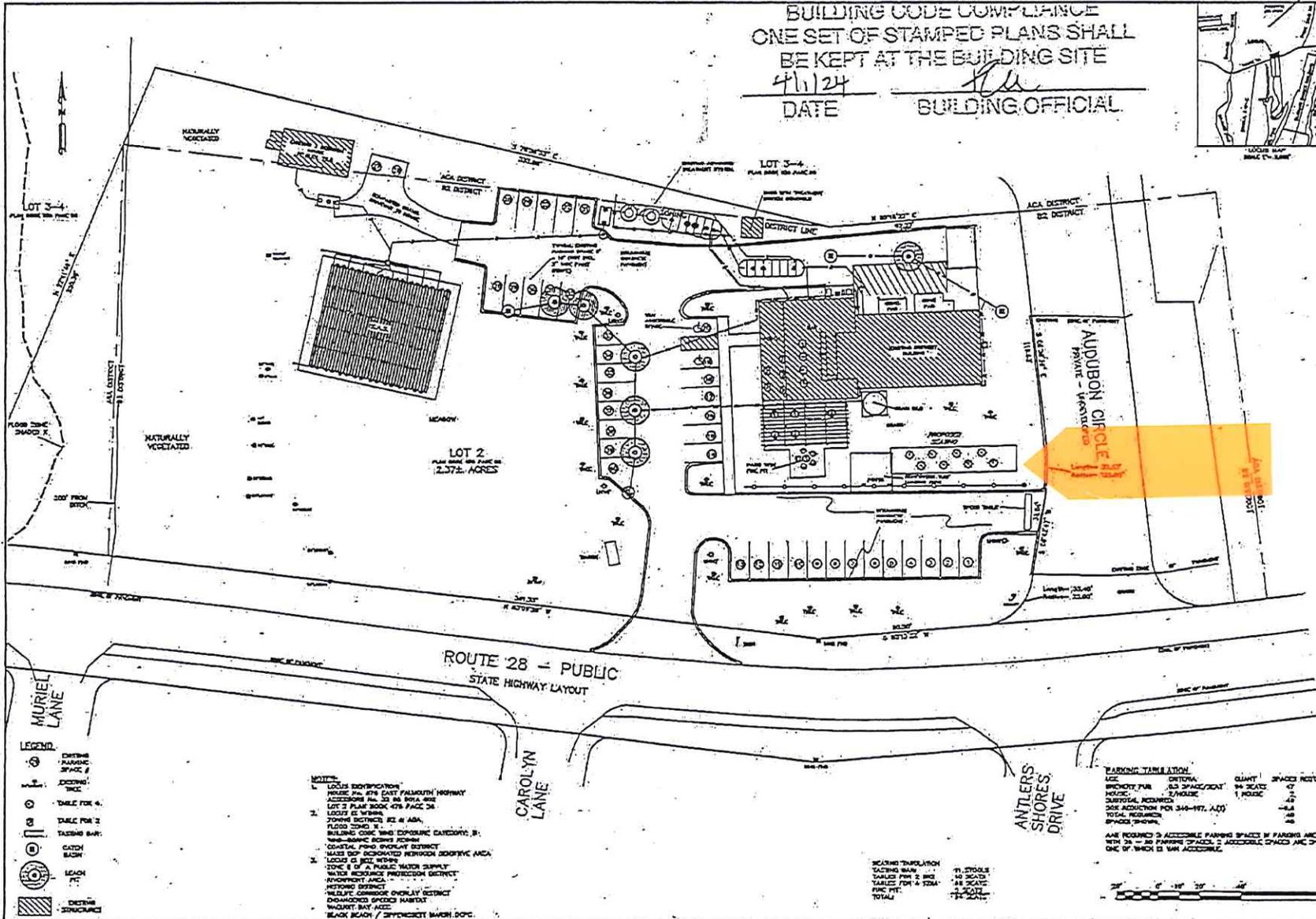
BUILDING CODE COMPLIANCE  
ONE SET OF STAMPED PLANS SHALL  
BE KEPT AT THE BUILDING SITE

4/1/24  
DATE

*[Signature]*  
BUILDING OFFICIAL

**BSS**  
DESIGN  
ENGINEERING  
& SURVEYING

www.bssdesign.com  
100 State Street, Suite 200  
Falmouth, MA 01905  
Tel: 508-548-1111



OUTDOOR SEATING PLAN  
876 EAST FALMOUTH HIGHWAY  
EAST FALMOUTH, MASSACHUSETTS  
01905-1725  
BAD MARTHA BREWERY

1" = 20'  
APRIL 1, 2024  
E.S.  
17215

- LEGEND**
- EXISTING PARKING SPACE #1
  - EXISTING PARKING SPACE #2
  - TABLE FOR 4
  - TABLE FOR 2
  - TRASH BIN
  - ADA TABLE
  - BENCH
  - EXISTING STRUCTURE

- NOTES**
1. LOCAL IDENTIFICATION: HOUSE #876 EAST FALMOUTH HIGHWAY ACCESSORS PAR 30 AND 30A. LOT 2 PLANS BOOK 478 PAGE 28.
  2. LOCAL ID NUMBER: ZONING DISTRICT: Z2-4 ADA. FLOOD ZONE: X.
  3. BUILDING CODE: 2006 EXPOSURE CATEGORY: II. 100-YEAR RETURN PERIOD. EXISTING FIRE EXITS: EXISTING. MASS DEP DECONTAMINATED NEIGHBORHOOD EXPOSURE AREA. FLOOD ID: 2022 WITHIN.
  4. ZONE: II OF A PUBLIC WATER SUPPLY. WATER RESOURCE PROTECTION DISTRICT: (NONPOINT) AREA. WETLANDS DISTRICT: (WETLAND) OVERLAY DISTRICT. ENDANGERED SPECIES HABITAT: MOUNT BAY AICD. BLACK BEACH / ZIPPOWSETT BAYW. DPC.

**SEATING CAPACITY**

TACTIC BENCH	11 SEAT
TABLE FOR 2 AND	10 SEAT
TABLE FOR 4 TOTAL	14 SEAT
TOTAL	35 SEAT

**PARKING TABULATION**

ACC	CRITERIA	QUANT	SPACE	REMARKS
MINIMUM	PER 304	14	SEAT	14
MINIMUM	PER 304	1	SPACE	1
TOTAL REQUIRED	PER 304-307.1.1.1	15	SPACE	15
PROVIDED	PER 304-307.1.1.1	35	SPACE	35

ARE PROVIDED 2 ACCESSIBLE PARKING SPACES IN PARKING AREAS WITH 20 - 50 PARKING SPACES. 2 ACCESSIBLE CHAIRS ARE OFFERED ONE OF WHICH IS VAN ACCESSIBLE.



## **OPEN SESSION**

### **PUBLIC HEARINGS**

3. Application for a Sunday Entertainment License – Shipwrecked – Beachfest – Shipwrecked/The Heights Hotel parking lot, 263 Grand Avenue, Falmouth – Sunday, 6/9/24 from 12:00 p.m. to 5:00 p.m.



## AGENDA ITEM SUMMARY SHEET

**ITEM NUMBER:** Public Hearings 3.

**ITEM TITLE:** Application for a Sunday Entertainment License- Shipwrecked- Beachfest- Shipwrecked/Heights Hotel parking lot, 263 Grand Avenue, Falmouth- Sunday, June 9, 2024 from 12:00 PM to 5:00 PM

**MEETING DATE:** 5/20/2024

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

**SUBMITTED BY:** Mike Renshaw, Town Manager

**ATTACHMENTS:** Public hearing notice dated May 3, 2024; License Application Review Form; Application for Special Events; Town Manager's Working Group Review Form dated April 25, 2024; License for Public Entertainment on Sunday

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### PURPOSE:

The Select Board will consider the approval of an application for a Sunday Entertainment License- Shipwrecked- Beachfest- Shipwrecked/Heights Hotel parking lot, 263 Grand Avenue, Falmouth- Sunday, June 9, 2024 from 12:00 PM to 5:00 PM.

### BACKGROUND/SUMMARY:

- Applicant Rob Loewen submitted the Special One-Day License application for a Sunday Entertainment License.
- The event pertaining to this license, titled Beachfest 2024, will be held on Sunday, June 9, 2024 from 12:00 PM to 5:00 PM.

- The event was reviewed and discussed by the Internal Working Group for Special Events at its meeting on April 26, 2024, and the Working Group recommended approval.
- The event will include two bands playing in the parking lot area, and the anticipated attendance is 200-300 people.

**DEPARTMENT RECOMMENDATION:**

Following the public hearing, the Town Manager recommends that the Select Board consider the facts and comments presented during the hearing and render their decision as to the applicant's request.

**OPTIONS:**

- Motion to approve the application for a Sunday Entertainment License- Shipwrecked- Beachfest- Shipwrecked/Heights Hotel parking lot, 263 Grand Avenue, Falmouth- Sunday, June 9, 2024 from 12:00 PM to 5:00 PM.
- Motion to deny approval of the application for a Sunday Entertainment License- Shipwrecked- Beachfest- Shipwrecked/Heights Hotel parking lot, 263 Grand Avenue, Falmouth- Sunday, June 9, 2024 from 12:00 PM to 5:00 PM.
- Select 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:**

Following the public hearing, the Town Manager recommends that the Select Board consider the facts and comments presented during the hearing and render their decision as to the applicant's request.

*Michael Renshaw*

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Town Manager

5/15/2024

Date



TOWN OF FALMOUTH  
SELECT BOARD  
NOTICE OF PUBLIC HEARING

Notice is hereby given under Chapter 140 Section 183A of the General Laws as amended by Chapter 299 of the Acts of 1926 and amendments thereto, that Shipwrecked LLC located at 263 Grand Avenue, Falmouth, MA has applied for a One-Day Entertainment License for an event to be held in the parking lot of Shipwrecked and The Heights Hotel, 263 Grand Avenue, on Sunday, June 9, 2024, between noon and 5:00 pm.

A hearing on the above application will be held in the Select Board Meeting Room, Falmouth Town Hall on Monday, May 20, 2024, at 6:45 p.m.

Comments may be sent to [selectboard@falmouthma.gov](mailto:selectboard@falmouthma.gov).

Per order of the Select Board.

LICENSING BOARD  
Nancy Robbins Taylor  
Edwin P. Zylinski, II  
Douglas C. Brown  
Onjalé Scott Price  
Robert P. Mascali

*Publication date: Friday, May 3, 2024; Falmouth Enterprise.*

**LICENSE APPLICATION REVIEW FORM**

Date: 5/20/24

Restaurant/Business: Shipwrecked, Rob Loewen

Address: 263 Grand Avenue, Falmouth

License Type: One-day, Sunday entertainment

New or Transfer of License N/A

or

Change of License N/A

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

- Police \_\_\_\_\_
- Fire \_\_\_\_\_  
Inside occupancy does not change, for example, in the event of rain.
- Building \_\_\_\_\_
- Health \_\_\_\_\_
- Zoning \_\_\_\_\_
- Planning \_\_\_\_\_
- DPW \_\_\_\_\_
- Recreation \_\_\_\_\_
- M.E.S. \_\_\_\_\_
- Communications \_\_\_\_\_
- Beach \_\_\_\_\_

**NOTES:**

Shipwrecked Beachfest 2024.

Location: Shipwrecked and The Heights Hotel parking lot.

Date: Sunday, June 9, 2024. Hours: 12:00 p.m. to 5:00 p.m.

Entertainment: Baja Brothers Band, and D.J. Gonz for breaks.

This event was discussed by the Internal Working Group for Special Events at its meeting on Thursday, April 25, 2024. The Working Group recommends approval.

### Town Manager's Working Group Review Form

Meeting/Review Date: Thursday, April 25, 2024  
 Event Name: Beachfest 2024  
 Event Description: Kick-off to Summer Party  
 Applicant: Rob Loewen, Shipwrecked  
 Location: The parking lot of Shipwrecked and The Heights Hotel  
 Date of Event: Sunday, June 9, 2024 Time: 12:00 p.m. to 5:00 p.m.  
 Rain Date: None  
 Set-up Date: 6/9 Time: 11:00 a.m. Breakdown Date: 6/9 Time: 5:00 p.m.  
 Number of Attendees: 200-300  
 Recurrence/# Years at Site: New event.  
 One-Day Liquor License? Y/N Yes. Wine & Malt Food/Beverages? Y/N \_\_\_\_\_  
 Signs: Y/N Y How Many: \_\_\_\_\_ Where: On site  
 Tents: Y/N Y How Many: \_\_\_\_\_ Size: 10 x 10 Where: On site for beer vendors.  
 Parking Plan: Parking on the hill and the beach lot, although many attending are neighbors who will be walking.  
 Entertainment: Yes. Baja Brothers band. D.J. Gonz.

Reviewers/Sign In:	Name	Comments	Written Referral	
Department of Public Works:	_____	_____	Y <input type="checkbox"/>	N <input type="checkbox"/>
Parks Department	_____	_____	Y <input type="checkbox"/>	N <input type="checkbox"/>
Highway Department	_____	_____	Y <input type="checkbox"/>	N <input type="checkbox"/>
Engineering	_____	_____	Y <input type="checkbox"/>	N <input type="checkbox"/>
Police Department	_____	_____	Y <input type="checkbox"/>	N <input type="checkbox"/>
Fire Department	_____	_____	Y <input type="checkbox"/>	N <input type="checkbox"/>
Emergency Communications	_____	_____	Y <input type="checkbox"/>	N <input type="checkbox"/>
Recreation Director	_____	_____	Y <input type="checkbox"/>	N <input type="checkbox"/>
Building Commissioner	_____	_____	Y <input type="checkbox"/>	N <input type="checkbox"/>
Health Department	_____	_____	Y <input type="checkbox"/>	N <input type="checkbox"/>
Beach Department	_____	_____	Y <input type="checkbox"/>	N <input type="checkbox"/>
Marine & Environmental Svcs.	_____	_____	Y <input type="checkbox"/>	N <input type="checkbox"/>
Zoning Enforcement Officer	_____	_____	Y <input type="checkbox"/>	N <input type="checkbox"/>
Bicycle & Pedestrian Committee	_____	_____	Y <input type="checkbox"/>	N <input type="checkbox"/>
Other	_____	_____	Y <input type="checkbox"/>	N <input type="checkbox"/>

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Event	Location	Date
<u>Classic Car Show</u>	<u>Marina Park</u>	<u>Sunday, 6/9. 9:00 a.m. - 2:00 p.m.</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Additional Requests:**

Additional Information:

- Organizer will provide porta potties.
- All entrances to the area will be manned by Shipwrecked security team.
- One-day liquor license application, narrative, and plan are attached.

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

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

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**Conditions, comments, recommendations:**

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**Solid Waste & Recycling Plan:**

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**Correspondence Received:**

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

**Fees:**

Fee Waiver Request: Yes/No No.

To Select Board for Approval:

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

*If approved, terms:*

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

\$35.00 CKA 1853



**CONTACT INFORMATION**

Applicant's Name: Rob Loewen/Shipwrecked  
 Mailing Address: 263 Grand Avenue  
 Phone: 508-540-9600 Cell Phone: [REDACTED]  
 E-Mail: inf@shipwreckedfalmouth.com

**EVENT DETAILS**

Name of Event: Beachfest 2024  
 Type of Event: This is our kick off to Summer Party  
 Description of Event: See attached  
 (Attach a narrative describing the event on a separate sheet if more space is needed.)  
 Event Day & Date: Sunday, June 9 2024  
 Rain Date: \_\_\_\_\_  
 Event Hours: From: 12pm To: 5pm  
 Setup Date: 06/09/24 Time: 11am Breakdown Date: 06-09-24 Time: 5pm  
 Location Requested:  
 1<sup>st</sup> Choice: The Parking lot of Shipwrecked and The Heights Hotel  
 2<sup>nd</sup> Choice: \_\_\_\_\_  
 Number of Attendees: 200/300 Number of Vehicles: 0-all vehicles will be removed during the event  
 Parking Plan: Parking on the Hill and the beach lot although many attending are neighbors who will be walking.  
 Solid Waste & Recycling Plan: Porta Potties  
 (Please see Solid Waste & Recycling Information, attached.)

Check all that apply and provide a description of each in the space provided:

- Chairs folding beach chairs
- Tents 10X10 tents for breweries and to provide shade (apply for tent permit at Building Department)
- Barriers All entrances will be manned by our security team
- Signs Promotional POS will be throughout the property (apply for sign permit at Building Department)
- Road race \_\_\_\_\_ (include route map, see attached road race rules and sign)
- Walk/bike \_\_\_\_\_ (include route map)
- Use of Shining Sea Bike Path \_\_\_\_\_ (see attached bike path rules and sign)
- Food or beverages \_\_\_\_\_ (apply for temporary food permit at Health Department)
- Alcoholic beverages \_\_\_\_\_ (apply for one-day liquor license)
- Entertainment \_\_\_\_\_ (apply for Sunday entertainment license)

**ADDITIONAL REQUESTS:** (Use of restroom facilities, electricity, etc.)

\_\_\_\_\_

Applicant's Signature: \_\_\_\_\_ Date: 03-26-24

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

Shipwrecked "Beachfest" 2024

Dear Selectman,

Shipwrecked "Beachfest" 2024 is our official Kick off to Summer 2024. Sunday June 9<sup>th</sup> will be the start of our 12 Days to summer promotions and specials leading up to June 20<sup>th</sup>.

"Beachfest" will run from 12pm until 5pm in the parking lot of Shipwrecked and The Heights Hotel in the same fashion as our other events have been held. This will consist of live entertainment by the Baja Brothers (one of Falmouth's favorite summer bands) singing all your summer favorites, a couple of other local entertainers and D.J. Gonz to keep the music going during band breaks. There will also be local beer vendors on site to add to the occasion. All entry points will be manned by Shipwrecked security.

We are hoping this could become more of an annual neighborhood block party here in the Heights before the summer crowd arrives.

Thank you for your consideration,

Rob Loewen

Heights HOTEL  
- 300 BLDG -

PARKING  
LOT

PLATFORM BAND

10 X 10  
TENT

10 X 10  
TENT

- PARKING -

SHIPWRECKED

Courtyard  
Entrance

HEIGHTS LOBBY



**Town of Falmouth**

Office of the Town Manager/Selectmen  
59 Town Hall Square, Falmouth, MA 02540  
508-495-7320

**ONE-DAY ENTERTAINMENT LICENSE APPLICATION (per day)**

Massachusetts General Laws, Chapter 140, Section 183A as amended by Chapter 694 of 1981

NAME OF ESTABLISHMENT

ADDRESS

NAME OF OWNER/MANAGER

TELEPHONE #:

EMAIL:

**NARRATIVE DESCRIBING ENTERTAINMENT:**

\*\*LOCATION OF ENTERTAINMENT on premises

***\*\*Attach to this form a Floor Plan showing where on the premises entertainment will take place.***

DATE or DATES APPLIED FOR:

SUNDAY ENTERTAINMENT?  (if YES, also complete State application fee - contact the Select Board Office)

Hours entertainment will be offered

**PLEASE CHECK THE APPROPRIATE BOX FOR ALL TYPES OF ENTERTAINMENT:**

1. DANCING By Patrons Y/N  Other Dancing Y/N

2. MUSIC Recorded Y/N  Live Y/N  No. of Musicians  Amplification Y/N

Type of Instruments

I certify that this application contains a true description of the entertainment provided by this establishment and that I have complied with M.G.L. Chapter 140, Section 183A, Paragraph 3, by stating whether as part of the concert, dance exhibition, cabaret and public show any person will be permitted to appear on the premises in any manner or attire as to expose to public view any portion of the pubic area, anus, or genitals, or any simulation thereof, or whether any female person will be permitted to appear on the premises in any manner or attire as to expose to public view any portion of the breast below the top of the areola, or any simulation thereof.

DATE

X

**Town Fees:**

FILING FEE: \$10.00

PERMIT FEE: \$25.00 per day

**OWNER, MANAGER OR AUTHORIZED AGENT**



## **OPEN SESSION**

### **BUSINESS**

1. Presentation – Great Bay Street – Project History and Current Overview ( **minutes** )



## AGENDA ITEM SUMMARY SHEET

**ITEM NUMBER:** Business 1.

**ITEM TITLE:** Presentation- Great Bay Street- Project History & Current Overview and vote to perform reasonable care maintenance repair and stormwater control along Great Bay Street

**MEETING DATE:** 5/20/2024

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

**SUBMITTED BY:** Peter M. McConarty, Director of Public Works

**ATTACHMENTS:** Overview Presentation, 2024 Feasibility Assessment Proposal

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### PURPOSE:

A project history from 2012 thru 2024 and a current overview will be presented that shows the actions taken to date along Great Bay Street from Chester Street to Menauhant Road. Potential options and considerations will be outlined.

The Department of Public Works will be recommending a course of action that involves maintenance repair work along Great Bay Street to include stormwater drainage control measures, tree maintenance, and the implementation of aquaculture in Great Pond to mitigate erosion due to wave action.

### BACKGROUND/SUMMARY:

- The presentation will show that Great Bay Street has a long history in regard to dealing with coastal bank erosion, roadway travel, and roadway closures. Over the past decade, Public

Works closed the majority of Great Bay Street to vehicular traffic due to the coastal erosion problems.

- This presentation will outline key concerns and multi-department involvement to resolve most of the issues to date.

**DEPARTMENT RECOMMENDATION:**

Due to the scope, capital and ongoing cost, and nature of work that is contained within the consultants attached Feasibility Assessment proposal, Public Works is recommending that the Board provide policy direction through the Town Manager that the Town perform maintenance repair work along Great Bay Street such as stormwater drainage control and tree maintenance work, and research the implementation of aquaculture in Great Pond to reduce erosion due to wave action.

**OPTIONS:**

- Motion to direct the Town Manager, upon recommendation from the Department of Public Works, to begin planning for reasonable care maintenance repair work along Great Bay Street as determined by the Director of Public Works such as stormwater drainage control and tree maintenance work, and to further research the implementation of aquaculture in Great Pond to reduce erosion due to wave action.
- Motion to defer immediate action at this time and direct the Town Manager to move forward with the full engineering study, as the current consultant team noted would be needed, in order to properly prepare a multi-year capital project budget.
- 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:**

Upon recommendation of the Director of Public Works and due to the scope, capital and ongoing cost, and nature of work that is contained within the engineering consultants attached Feasibility Assessment, the Town Manager is recommending that the Select Board provide policy direction through the Town Manager that the Town perform reasonable care maintenance repair work along Great Bay Street such as stormwater drainage control and tree maintenance work as determined appropriate by the Director of the Department of Public Works, and research the implementation of aquaculture in Great Pond to reduce erosion due to wave action.

*Michael Renshaw*

---

**Town Manager**

5/14/2024

**Date**



# **GREAT BAY STREET** 2013-2024 Project History

Peter McConarty, PE, PLS

Director of Public Works

May 20, 2024

# Great Bay Street Chestnut Street to Menauhant Road

Total Roadway Length = 6,830'





# Great Bay Street – Chestnut Street to Menauhant Road

Total Roadway Length = 6,830' (1.3 Miles)



# Great Bay Street – Chestnut Street to Menauhant Road

## 2013 Section Closings

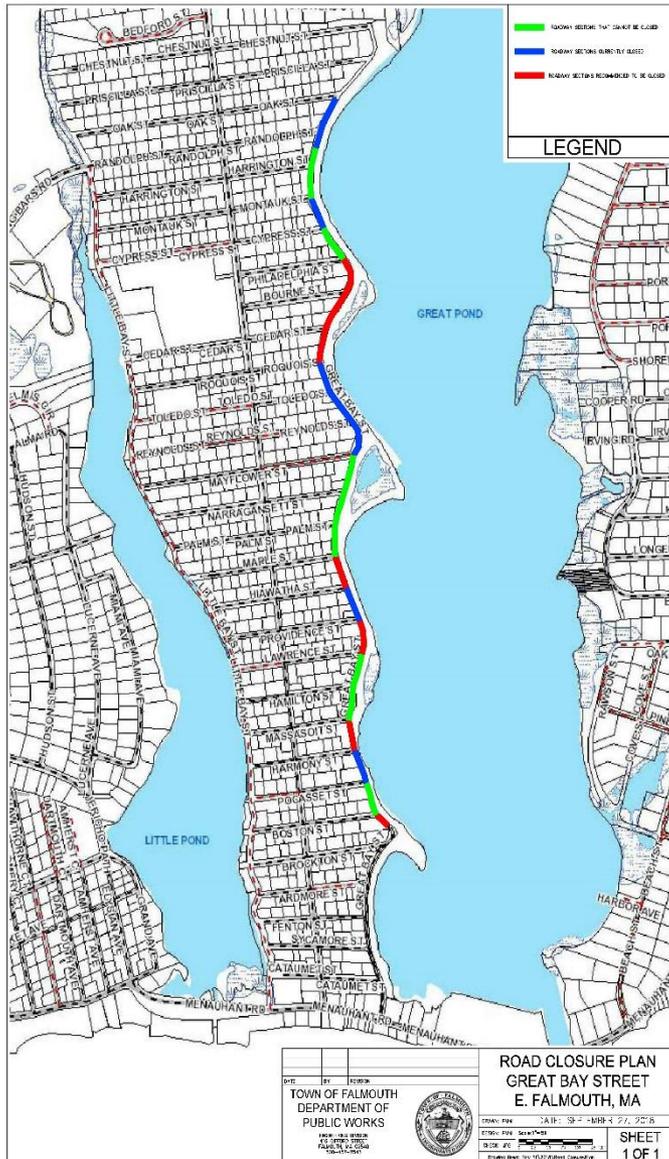
1. Oak Street to Randolph Street.
2. Randolph Street to Harrington Street
3. Montauk Street to Cypress Street.
4. Iroquois Street to Toledo.
5. Toledo Street to Reynolds Street.
6. Reynolds Street to Mayflower Street.
7. Hiawatha Street to Providence Street.
8. Harmony Street to Pocasset Street.



# Great Bay Street – Chestnut Street to Menauhant Road

## 2014 Section Closings

1. Pocasset Street to Boston Street.



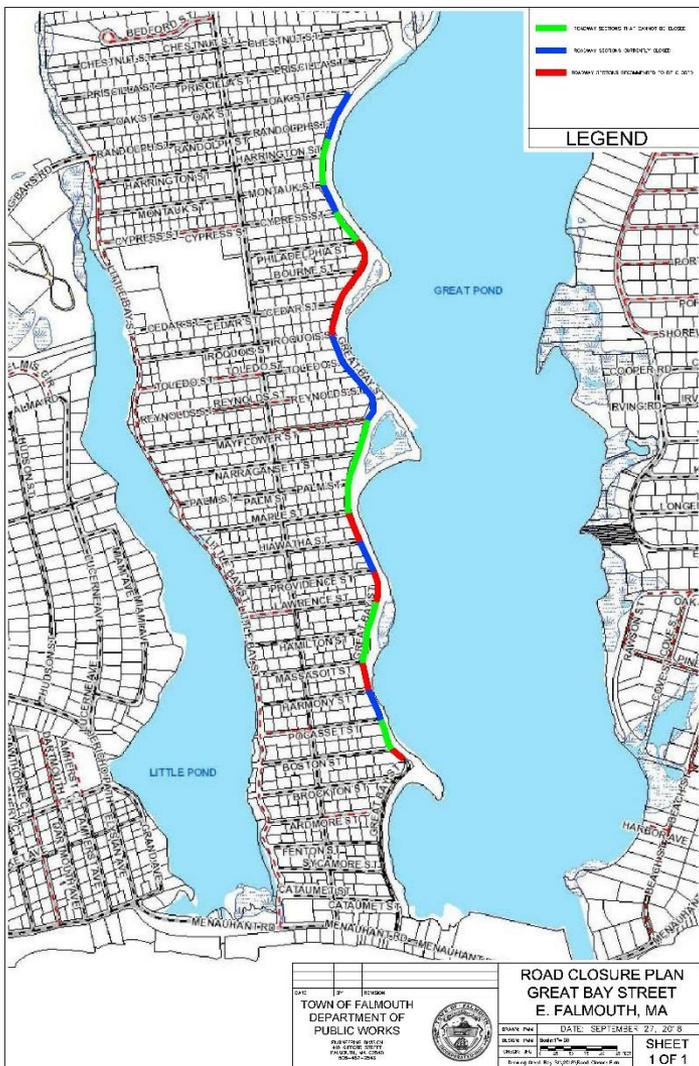
# Great Bay Street – Chestnut Street to Menauhant Road



## 2018 Section Closings

1. Philadelphia Street to Bourne Street
2. Bourne Street to Cedar Street
3. Cedar Street to Iroquois Street
4. Maple Street to Hiawatha Street
5. Providence Street to Lawrence Street
6. Massasoit Street to Harmony Street
7. Boston Street to Brockton Street (Before Public Landing)

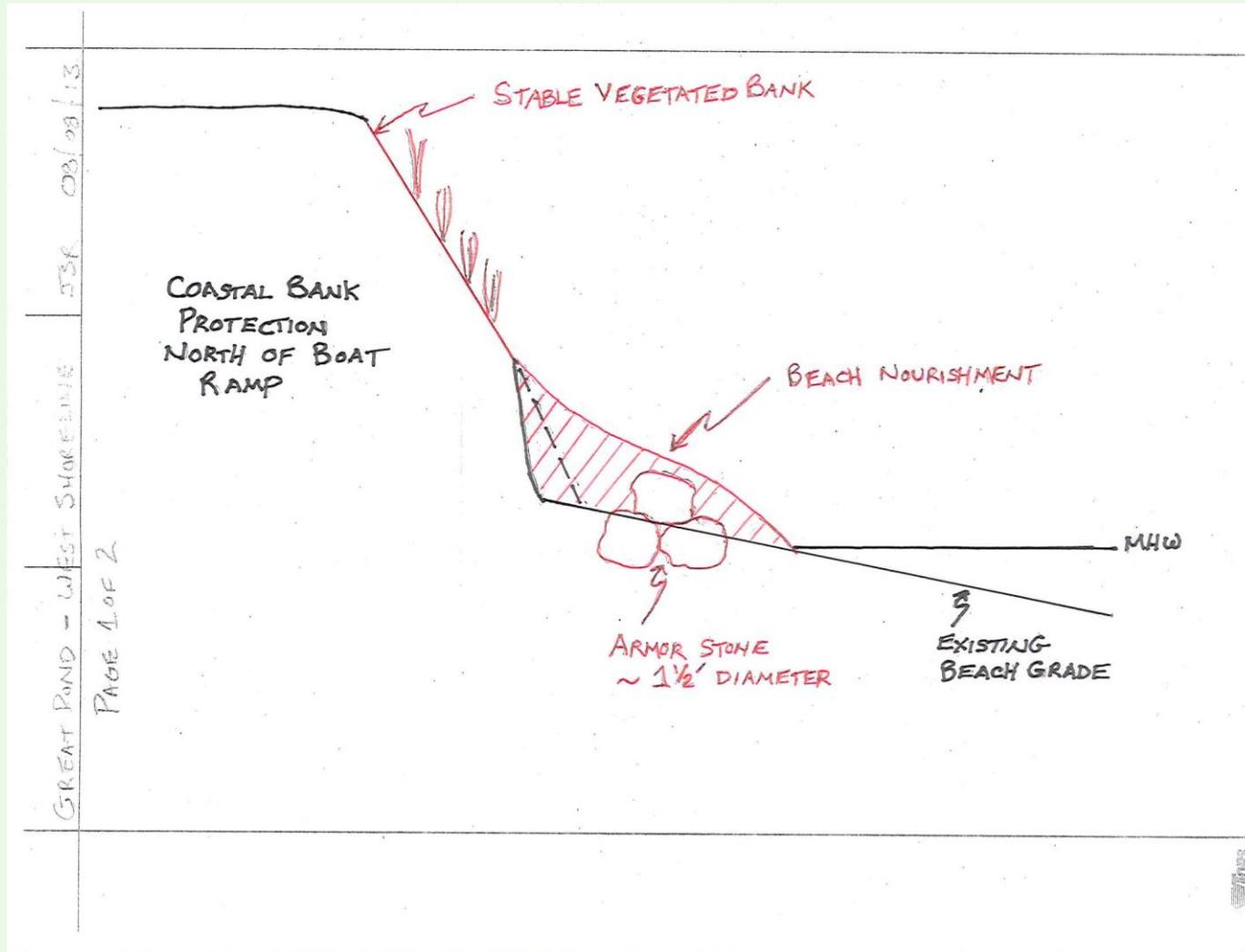
# Roadway Sections That Cannot Be Closed Due To Driveway Access



1. Harrington Street to Montauk Street. (Boat Ramp Access)
2. Cypress Street to Philadelphia Street
3. Mayflower Street to Narragansett Street.
4. Narragansett Street to Palm Street.
5. Palm Street to Maple Street.
6. Lawrence Street to Hamilton Street.
7. Hamilton Street to Massasoit Street.

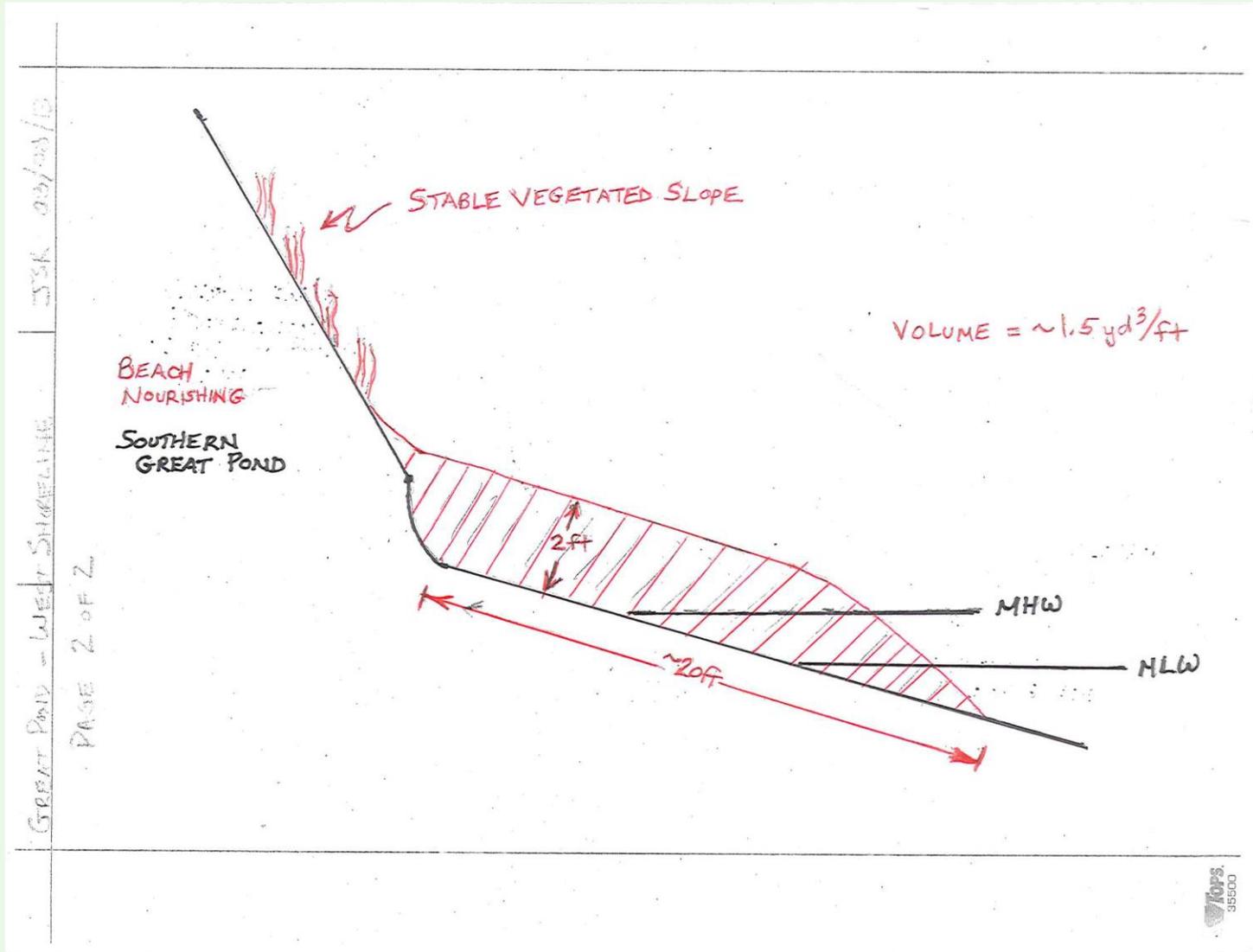
# 2013 Option # 1

## Beach Nourishment Plus Stabilized Slope Plus Toe Revetment



# 2013 Option # 2

## Beach Nourishment + Stabilized Vegetated Slope



# 2013 Engineers Cost Estimate Option #1 and Option # 2

Shoreline Stretch (north-to-south)	Distance (feet)	Cost per ft	Sub-Total
Nourishment + Toe Revetment	508	\$ 600	\$ 304,800
Nourishment 1	250	\$ 300	\$ 75,000
Nourishment 2	553	\$ 300	\$ 165,900
Nourishment 3	506	\$ 300	\$ 151,800
Nourishment 4	232	\$ 300	\$ 69,600
		<b>Total</b>	<b>\$ 767,100</b>
		<b>25% Contingency</b>	<b>\$ 191,775</b>
		<b>Total w/Contingency</b>	<b>\$ 958,875</b>

# 2014 November Town Meeting Capital Improvement Request Article # 18

TOWN OF FALMOUTH  
MASSACHUSETTS

## ARTICLES OF THE WARRANT

FOR THE

NOVEMBER TOWN MEETINGS

WITH RECOMMENDATIONS FROM THE

BOARD OF SELECTMEN • FINANCE COMMITTEE • PLANNING BOARD  
• COMMUNITY PRESERVATION COMMITTEE •



PUBLISHED BY THE FINANCE COMMITTEE  
FOR THE CONVENIENCE OF THE VOTERS

MONDAY, NOVEMBER 17, 2014 AT 7:00 P.M.

SPECIAL TOWN MEETING ~ TUESDAY, NOVEMBER 18, 2014 AT 7:00 P.M.

MEMORIAL AUDITORIUM, LAWRENCE SCHOOL

# 2014 November Town Meeting Capital Improvement Request Article # 18

General Government		Public Works	
Computers, Licenses and Networking	70,000	Police Station Roof	125,000
Computers, Licenses and Networking (Police)	50,250	Senior Center Building & Grounds Maint.	25,000
Network Upgrades	35,000	Fleet Maint Shop/Small Equipment	50,000
BOS Meeting Room Upgrades Comcast/Nstar	42,040	Road Maint/Construction/Sidewalks	200,000
Comprehensive Annual Financial Report (CAFR)	15,000	Rubbish Collector	115,000
Consolidated Dispatcher Communication Equip Radios	755,000	One Ton Dump	50,000
Facilities Improvement consolidated Dispatch	50,000	Pickup Truck (Water Department)	20,000
<b>Public Safety</b>		Building Dept.	20,000
Marked (Sedan) Five	87,000	Filter Media Evaluation-Crooked Pond	19,000
Marked Utility Interceptor	35,430	Water Meter Replacement	75,000
Security Cameras	17,000	Water Mains	450,000
Security Gates	28,000	Bridge Maintenance	100,000
Fire Engine (24)	675,000	Coastal Erosion Repair/Maint	250,000
Records Management System/Portable Tablets	90,000	DEP Compliance	10,000
Self Contained Breathing Apparatus Fill Station	12,000	Central Park Basketball Court	24,500
Annual Inlet Dredging	50,000	<b>Recreation</b>	
Float Replacement	10,000	Upgrade Trotting Park/Fields Track	50,000
Director Vehicle (Ford Exp) Replace with an Interceptor	36,500	<b>Schools</b>	
Animal Control Vehicle	38,000	Morse Pond School Roof Recoating	300,050

**EXPLANATION:** The FY 15 capital plan addresses some major capital needs of the Town. Last year the Town was able to catch up on some items that have been delayed for a number of years. This year, department heads submitted their 10 year capital plan to the Town Manager who made recommendations for FY 15, and submitted the plan to the Board of Selectmen. The Board then submitted the plan to the Finance Committee for review and recommendations to Town Meeting. The Finance Committee sub-committees then met with the department managers and carefully considered their requests. The subcommittees reported back to the Finance Committee and made line by line recommendations. Some of the major capital items that need to be addressed this year are a consolidated dispatch communication center with radios, a fire engine, water mains, and roof sealcoating for the Mullen Hall School. The Finance Committee recommended \$50,000 for facilities improvement for a consolidated dispatch instead of the requested \$250,000. The committee wanted a definite plan on where the dispatch center would go before approving a facilities upgrade. The request of \$42,040 for Board of Selectmen meeting room upgrades is being funded by Comcast and Nstar from the Mill Pond Road easement. These funds were deposited into the general fund and became part of free cash available for this appropriation. The Ten year capital budget, with detailed information for the specific departmental requests, is in the back of the warrant booklet.

**ARTICLE 19:** To see if the Town will vote to authorize the Board of Selectmen to PURCHASE OR TAKE BY EMINENT DOMAIN a parcel of land with the building thereon known as 25 King Street, Falmouth, MA, Assessors parcel 47B-01-017-000, now or formerly owned by Peter M. Donahue, and further to appropriate a sum of money for the purpose, to determine how the same shall be raised including borrowing and by whom expended, or do or take any other action on the matter. On request of the Board of Selectmen.

## CAPITAL IMPROVEMENT REQUEST FORM

Department:	DPW-Engineering	Submitted/Prepared By:	Peter McConary	Priority #:	1
Project Title/Description:	Coastal Erosion Repair and Maintenance				
<b>Estimated Costs (attach additional information if available)</b>			<b>Project Need/Goals and Performance Measurement:</b>		
<b>Capital:</b>	Cost	Comments		Capital improvement funds for Coastal Erosion Repair is necessary for performing work along Great Bay Street. Several areas along the westerly side of Great Bay are in need of immediate repair. The proposed work consists of bank erosion repair (soft solution) at various areas along the bank, beach access stair replacements at 9 locations, drainage structure systems installed at various locations along the abutting roadways to catch stormwater prior to reaching the coastal bank, and incidental repairs.	
Equipment					
Maintenance					
Planning/Study					
Design					
Construction	1,250,000				
Land Acquisition					
Other					
Contingency					
<b>Total Capital</b>	<b>1,250,000</b>				
<b>Estimated Cash Flow:</b>			Capital	O&M	
FY 2015		225,000			
FY 2016		250,000			
FY 2017		250,000			
FY 2018		250,000			
FY 2019		300,000			
FY 2020		300,000			
FY 2021		300,000			
FY 2022		300,000			
FY 2023		300,000			
FY 2024		300,000			
<b>O &amp; M Costs:</b>			One Time	Annual/Ongoing	
Personnel					
Expense					
Other					
<b>Total O &amp; M</b>			0		
<b>Available/Potential Funds:</b>			Amount	Comment	
Federal					
State					
CPA					
Existing Articles/Funds					
<b>Total Available</b>			0		

**Cost Breakdown:**  
 Erosion Repairs: \$1,000,000.00  
 Stairs / Drainage Systems / Incidental Items: \$ 250,000.00

# 2016 Additional Drainage Improvements



Drainage structures were installed along multiple side streets of Maravista Avenue to reduce storm water from flowing onto Great Bay Street.

# 2024 Feasibility Assessment for Great Bay Street Shoreline



March 19, 2024

James E. McLoughlin, PE  
Town Engineer  
Town of Falmouth Department of Public Works, Engineering Division  
416 Gifford Street  
Falmouth, MA 02540

## Feasibility Assessment for Great Bay Street Shoreline, Great Pond, Falmouth

Sustainable Coastal Solutions, Inc. (Coastal Solutions) is pleased to provide the Town of Falmouth with generalized tasks and costs to develop a feasibility assessment for shore protection along the Great Bay Street shoreline. More detailed task information can be provided as the scope of services is refined. Over the past several years, erosion of the unarmored coastal bank fronting Great Bay Street has experienced episodic erosion from storm events. Over the past two winter seasons, several southerly storm events have caused significant coastal flooding, as shown along Surf Drive in Figure 1. During these periods of elevated water levels, even the relatively protected shoreline along Great Bay Street experiences wave action along the base of the coastal bank. Due to the small tide range and narrow beach, the storm surge associated with these recent southerly storm events completely submerge the coastal beach, allowing wave energy to focus upon the lower portions of the coastal bank. The long-term coastal erosion along Great Bay Street has led to closure of the contiguous roadway and conversion of the road to a walking path. As erosion has become more severe in recent years, there is concern that ongoing shoreline retreat is threatening the upland properties along the west side of the road.

Figures 2 and 3 illustrate the types of coastal erosion occurring along the Great Bay Street coastal bank. To address the long-term erosion concerns, Coastal Solutions has developed an overall scope of services for a coastal erosion feasibility analysis. The overall goal of the proposed work is to provide a more comprehensive evaluation of the Great Bay Street shoreline and develop potential shore protection concepts that will provide long-term coastal resiliency. In addition, the feasibility assessment will provide a methodology for prioritizing erosion mitigation for the various shoreline reaches, as it likely is infeasible to address all erosion issues as a single project.

As shown in Figure 4, this comprehensive assessment will include the shoreline fronting the entire length of Great Bay Street. The general tasks associated with the shore protection assessment are described below.

### Task 1 - Evaluate Existing Conditions and Local Processes Governing Erosion

It is anticipated that a detailed survey of topographic conditions along the shoreline and the base of the coastal bank will be required. In this manner, a more detailed assessment of storm susceptibility can be provided. In addition, a local assessment of coastal processes governing the shoreline will be performed, which will consist of both tidal (typical and storm surge) and wave forcing. Historical information regarding past shoreline and storm conditions also will be developed to provide a long-term assessment of conditions. An assessment of future sea level

*“It is anticipated that only “soft” engineering methods likely can be permitted along this shoreline.”*

*“...the town can expect shore protection measures to cost between about \$1,000 to over \$1,500 per linear foot of shoreline”.*

# 2024 Feasibility Assessment for Great Bay Street Shoreline

*“...several thousand feet of shoreline likely will require protection over the next 10-to-20 years. Therefore, the costs could be in the range of \$4-to-\$7 million for initial construction of the shore protection along the eroding stretches of shoreline”*

*“The anticipated cost for the in-depth feasibility assessment for shore protection along the Great Bay Street shoreline is estimated to be between \$120,000 to \$180,000, depending on the details of the project scope.”*

# 2024 Feasibility Assessment for Great Bay Street Shoreline

- Following a finalized feasibility study, It is estimated that design and permitting costs will range from \$200,000 to \$400,000.
- Annual maintenance costs are projected to be \$350,000/yr.

- 
- \$ 120,000 - \$ 180,000 Feasibility Assessment
  - \$ 200,000 - \$ 400,000 Design & Permitting
  - \$4,000,000 - \$7,000,000 Construction Costs
  - \$ 350,000 On-going Annual Maintenance.

# Potential Options

- The Town perform minor repair work (Stormwater drainage control; Tree maintenance work).
- The Town implements aquaculture practices in Great Pond to reduce wave action.
- The Town Moves forward with a feasibility assessment, design / permitting, construction and annual maintenance. Cost in excess of \$5M-\$8M, with \$350k annually.
- Allow abutters to perform work along the coastal bank of the Towns property.
- Any part or combination of the above-mentioned options.



March 19, 2024

James E. McLoughlin, PE  
Town Engineer  
Town of Falmouth Department of Public Works, Engineering Division  
416 Gifford Street  
Falmouth, MA 02540

## **Feasibility Assessment for Great Bay Street Shoreline, Great Pond, Falmouth**

Sustainable Coastal Solutions, Inc. (Coastal Solutions) is pleased to provide the Town of Falmouth with generalized tasks and costs to develop a feasibility assessment for shore protection along the Great Bay Street shoreline. More detailed task information can be provided as the scope of services is refined. Over the past several years, erosion of the unarmored coastal bank fronting Great Bay Street has experienced episodic erosion from storm events. Over the past two winter seasons, several southerly storm events have caused significant coastal flooding, as shown along Surf Drive in Figure 1. During these periods of elevated water levels, even the relatively protected shoreline along Great Bay Street experiences wave action along the base of the coastal bank. Due to the small tide range and narrow beach, the storm surge associated with these recent southerly storm events completely submerge the coastal beach, allowing wave energy to focus upon the lower portions of the coastal bank. The long-term coastal erosion along Great Bay Street has led to closure of the contiguous roadway and conversion of the road to a walking path. As erosion has become more severe in recent years, there is concern that ongoing shoreline retreat is threatening the upland properties along the west side of the road.

Figures 2 and 3 illustrate the types of coastal erosion occurring along the Great Bay Street coastal bank. To address the long-term erosion concerns, Coastal Solutions has developed an overall scope of services for a coastal erosion feasibility analysis. The overall goal of the proposed work is to provide a more comprehensive evaluation of the Great Bay Street shoreline and develop potential shore protection concepts that will provide long-term coastal resiliency. In addition, the feasibility assessment will provide a methodology for prioritizing erosion mitigation for the various shoreline reaches, as it likely is infeasible to address all erosion issues as a single project.

As shown in Figure 4, this comprehensive assessment will include the shoreline fronting the entire length of Great Bay Street. The general tasks associated with the shore protection assessment are described below.

### **Task 1 - Evaluate Existing Conditions and Local Processes Governing Erosion**

It is anticipated that a detailed survey of topographic conditions along the shoreline and the base of the coastal bank will be required. In this manner, a more detailed assessment of storm susceptibility can be provided. In addition, a local assessment of coastal processes governing the shoreline will be performed, which will consist of both tidal (typical and storm surge) and wave forcing. Historical information regarding past shoreline and storm conditions also will be developed to provide a long-term assessment of conditions. An assessment of future sea level

rise impacts also will be included to ensure potential mitigation strategies can account for these future changes.



Figure 1. Storm-induced flooding of Surf Drive during the December 23, 2022 event.



Figure 2. Shoreline erosion of the Great Bay Street coastal bank near Hiawatha Street stairs (photo: March 2024).



Figure 3. Shoreline erosion of the Great Bay Street coastal bank near Hiawatha Street, requiring closure of a portion of the existing walking path (photo: March 2024).

## Task 2 – Erosion Mitigation Feasibility Assessment

Based on the results of the coastal processes assessment and the survey, the engineering team will develop a more specific engineering recommendations of potential combination of different shore protection alternatives that can mitigate erosion. The analysis will include a full range of potential shoreline management options, including the “do-nothing” scenario. Alternatives and approaches will be evaluated relative to their applicability to provide stability/protection while addressing anticipated sea level rise and climate change impacts. This analysis will assess the applicability of different options, considering aspects of each alternative including engineering, economics, and potential environmental impacts. The results will be summarized in tabular form outlining the primary concerns, benefits, and viability of different reconfiguration strategies relative to use and function coupled with performance to enhance resiliency. Once the alternative screening process is completed, a preferred alternative will be recommended. The results of the existing conditions evaluation, the coastal processes assessment, and the alternatives/feasibility analysis will be provided in a report.

It is anticipated that only “soft” engineering methods likely can be permitted along this shoreline; however, further discussions with environmental regulatory agencies may be warranted prior to ruling out potential “hard” engineering methods at select locations. Although it is not possible to evaluate shore protection costs for the approximate 1.2 miles of the Great Bay Street shoreline, the Town can expect shore protection measures to cost between about \$1,000 to over \$1,500 per linear foot of shoreline. While it is understood that the entire 1.2 miles of shoreline will not require protection, as several areas consist of well-established salt marsh and coastal dunes, several thousand feet of shoreline likely will require protection over the next 10-to-20 years. Therefore, the costs could be in the range of \$4-to-\$7 million for initial construction of the shore protection along the eroding stretches of shoreline.

The anticipated cost for the in-depth feasibility assessment for shore protection along the Great Bay Street shoreline is estimated to be between \$120,000 to \$180,000, depending on the details of the project scope. We thank you for the opportunity to continue working with the Town of Falmouth. If you have any questions or need additional information, please feel free to contact me via email ([jramsey@coastalengineer.us](mailto:jramsey@coastalengineer.us)) or phone (508-274-5757).

Best regards,



John Ramsey, P.E.  
Principal Coastal Engineer  
Sustainable Coastal Solutions

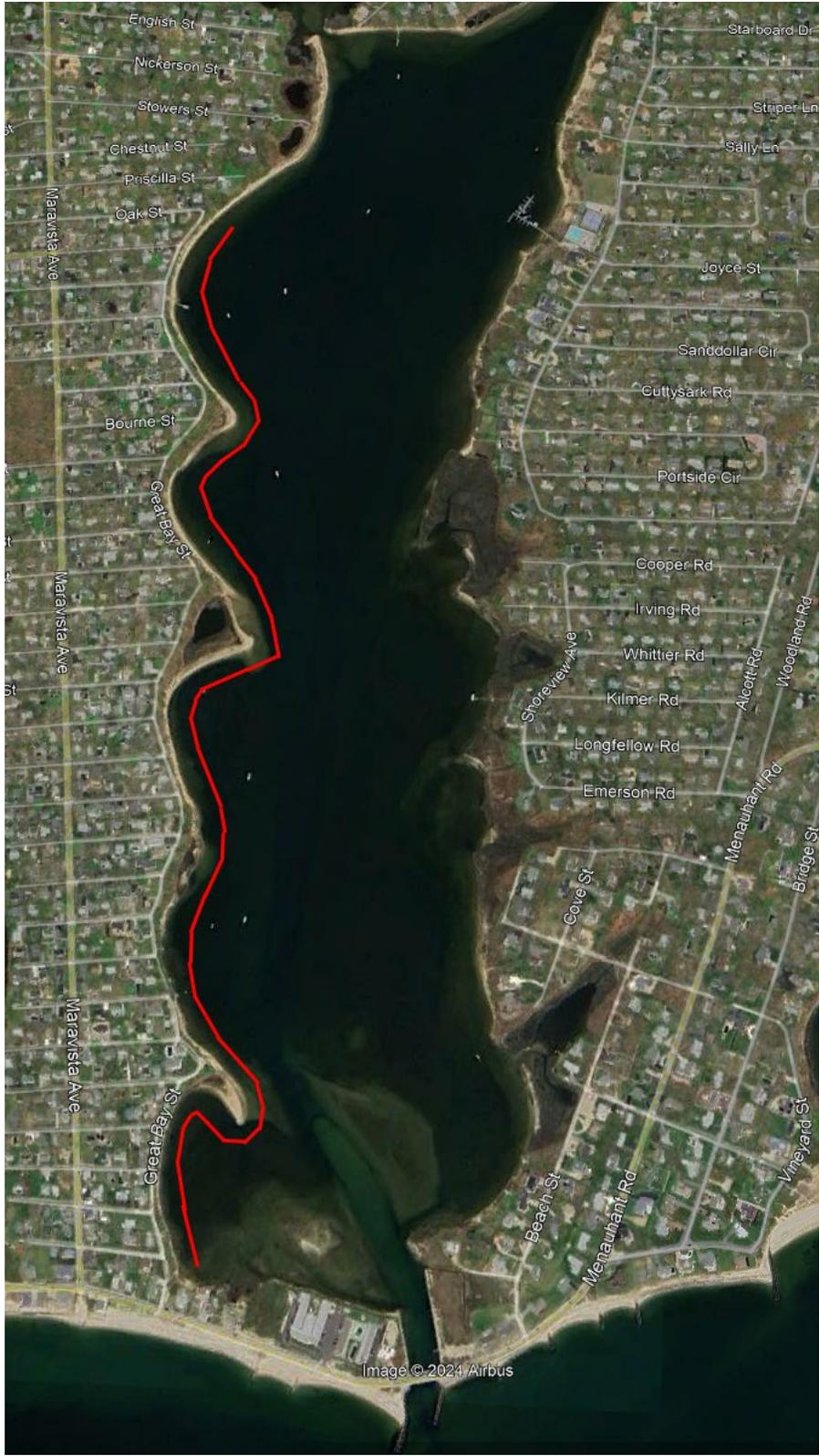


Figure 4. Shoreline stretch along Great Bay Street, where several sections will require erosion mitigation measures to protect upland infrastructure. The red line depicts the stretch of shoreline along Great Bay Street.

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

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**TO:** MEMBERS OF THE SELECT BOARD AND MICHAEL RENSHAW,  
TOWN MANAGER

**FROM:** MAURA O'KEEFE, TOWN COUNSEL *MO*

**SUBJECT:** THE DUTY OF REASONABLE CARE AND GREAT BAY STREET

**DATE:** MAY 13, 2024

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This office has been asked to opine on what responsibilities the Town may have with respect to erosion control and prevention along Great Bay Street.

**Background**

Great Bay Street has been impacted by the erosion of the bank along Great Pond in recent years. In response, over the last decade, the Town has engaged in some erosion control and has also closed some portions of the road to vehicles as a safety measure.

In 2014, prior to the road closures, this office was asked to provide an opinion about the legal status of Great Bay Street and the ability of the Town to effectuate the road closures. As part of that analysis, Town Counsel's office concluded that, without any information in the records of the Town that Great Bay Street has been laid out and accepted as a public way, it is a private way. Town Counsel's office further concluded that, absent any indication in the chain of title to the properties along Great Bay Street, the Town and all abutting owners to Great Bay Street are deemed to share ownership of the fee under road to the middle of the private way. M.G.L. c. 183 § 58; Conway v. Caragliano, 102 Mass.App.Ct. 773 (2023).

Those in control of a private way are required to exercise reasonable care under the circumstances to all people lawfully traveling on the private way. Marsden v. Eastern Gas & Fuel Assoc., 7 Mass.App.Ct. 27, 29 (1979). Owners of a private way must consider all facts when undertaking maintenance of the shared road. Id.

It is this duty to exercise reasonable care that led the Town to close certain portions of the road. It was determined that the road was so unsafe as to be a danger to vehicular travel, and it was, therefore, an obligation shared by the Town and the abutters to shut the road to cars.

**Erosion mitigation feasibility study**

Now, with erosion continuing to take its toll along Great Pond, the Town is faced again with examining its maintenance obligations along Great Bay Street. A feasibility study was recently conducted to address erosion concerns, evaluating possible shore protection for long-term coastal resiliency and a methodology for the prioritization of erosion mitigation. The report concluded that the projected costs for initial construction of shore protection, alone, could cost between \$4-7 million.

The proposed work would take place along the westerly banks of Great Pond and, in certain places along the banks, the work would also impact the roadway. While it is clear from the above that the Town has some duty to provide reasonable maintenance to the road, what is not clear is whether the proposed erosion mitigation project is a necessary component of the Town's shared maintenance obligations in Great Bay Street.

In making a determination as to whether the erosion mitigation project is required maintenance, rather than permissive, the Town must evaluate and apply the legal standard from the Marsden case. 7 Mass.App.Ct. 27. Under Marsden, the owners of the fee under the street must take reasonable care to maintain the road for the purpose of protecting people who are lawfully using the street. Reasonable care may include an "obligation to provide adequate lighting, barriers, or other suitable devices around a dangerous area to warn" the public traveling on the way. Marsden, 7 Mass.App.Ct. at 29. This list is not inclusive, but merely serves as guidance. Lastly, this obligation is not the Town's, alone. The responsibility to maintain the roadway belongs as much to the abutters as it does to the Town.

Here, there is a balancing of interests that the Town faces in making a determination about the scope of erosion protections to employ along Great Bay Street. The Town must evaluate whether there are erosion control measures that must be taken in order to protect the safety of people using Great Bay Street for travel. The Town must

also consider whether to require that the costs of such measures be shared with abutters to the private way. Additionally, there may be erosion measures that the Town deems necessary, not as a matter of public safety, but rather, in the interests of coastal resiliency and environmental preservation that have nothing to do with the roadway and the abutters. There is no single definitive answer here, instead the conclusions will depend largely on discretionary policy choices about how best to expend municipal financial resources in the face of progressive impacts to a valuable resource area.

### **Conclusion**

As an owner to the center line of Great Bay Street, the Town has a shared responsibility with other abutters to use reasonable care in the maintenance of the private way. The Select Board may decide to impose stricter measures to keep people from impacting the banks, require additional road closures, or place warning signs. There may be areas along the banks and impacting the road where erosion control measures are simply not immediately necessary to protect public safety. In sum, there is no one size fits all approach to addressing these concerns along the mile plus length of roadway, as long as the Board employs a standard of reasonable care.

**OPEN SESSION**

**BUSINESS**

2. Report – Water Quality Management Committee **(15 minutes)**



## AGENDA ITEM SUMMARY SHEET

**ITEM NUMBER:** Business 2.

**ITEM TITLE:** Report- Water Quality Management Committee

**MEETING DATE:** 5/20/2024

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

**SUBMITTED BY:** Mike Renshaw, Town Manager

**ATTACHMENTS:** Committee Presentation

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### PURPOSE:

The Select Board will hear a report and updates from the Water Quality Management Committee.

### BACKGROUND/SUMMARY:

- The Water Quality Management Committee is a 7-member committee tasked with guiding and advancing solutions to the water quality issues that affect the Town's watersheds.
- The Select Board formed the Water Quality Management Committee in 2011 and tasked this group with drafting a Comprehensive Wastewater Management Plan that meets the mandates of Article 17, and a town-wide ballot vote.
- The Committee was preceded by both the Nutrient Management Working Group and the Comprehensive Wastewater Management Plan Review Committee.

- The Town has submitted to the DEP and MEPA a plan to address the nitrogen loadings into the watersheds that are impacting the south coastal estuaries.
- The committee is exploring and pursuing solutions that incorporate a range of methods for either eliminating nitrogen from the watershed or increasing the watersheds ability to utilize or disperse the nitrogen.
  - Methods include increased utilization of the existing wastewater plant, increased public acceptance and installation of eco-toilets, increased tidal flushing of the estuaries, increasing the level of shellfish in the estuaries, and reduction of nitrogen discharges through stormwater control and in situ - barrier systems to treat nitrogen.

**DEPARTMENT RECOMMENDATION:**

This report is for informational purposes only; no action of the Select Board 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*

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Town Manager

5/10/2024

Date

## **To the Falmouth Select Board Annual Report of the Water Quality Management Committee**

### **About**

The Water Quality Management Committee (WQMC) is responsible for evaluating strategies to improve the water quality in the Town's estuaries and developing an implementation plan that uses cost-effective technologies to achieve this goal where practical. Sewers will be recommended only where they are the most cost-effective solution.

During FY'24, ongoing efforts to reduce the amount of nitrogen entering our estuaries included:

**Watershed Permit Planning:** During FY 24 the DEP enacted 314 CMR 21:00 Massachusetts Watershed Permit Regulation and concurrently revised and enacted 310 CMR 15:000. These regulations designated multiple nitrogen impaired watersheds in Falmouth and obligate the Town to develop a 20-year plan to eliminate the excess nitrogen. Developing drafts of these regulations and recommendations on the Town's response as well as initial long term planning steps were the major focus of the WQMC in FY24. The WQMC, working through our adviser Science Wares, have initiated presentations of "what if" scenarios to begin scoping out the issues that will need to be addressed in the development of these plans. A significant number of Innovative and Alternative (I/A) Septic System upgrades will be required in areas that will not be sewerred. Topics included presentations on the impact of sea level rise, on the question of are lots large enough to accommodate I/A systems, and the efficiency of available I/A systems now and anticipated in the near future, as well as issues on water quality monitoring and reporting. Notices of Intent to create watershed plans and to apply for permits were submitted to the DEP in a timely manner and have been accepted by the DEP. We anticipate watershed permit planning to be an active area of involvement of the WQMC for the next several years.

**Shellfish aquaculture:** The WQMC continued working with the Division of Marine and Environmental Services (DMES) and the Shellfish Advisory Committee to expand the municipal propagation program. Through this collaborative, in FY'24 the Town successfully completed the fourth year of a pilot aquaculture program in Eel River contracting with local aquaculture growers to farm shellfish there, aiding municipal efforts to reduce a targeted amount of nitrogen per acre of shellfish. Additionally, DMES completed identifying potential growing areas in other estuaries to expand the municipal efforts. When fully implemented, the areas identified by MES could remove over 8,000 kg N/year among 11 of Falmouth's estuaries. To garner support for this increase, DMES presented a plan to the Select Board that would expand the current aquaculture program from a modest scale pilot program to a full-scale program with upwards of 200 acres of aquaculture. The Select Board endorsed that goal, and the WQMC will continue to work with DMES to achieve it.

**Permeable Reactive Barrier (PRB):** In partnership with Woods Hole Oceanographic Institution, the WQMC received funding in 2019 to install a 120' permeable reactive barrier at the head of Great Pond. Three years of quarterly performance monitoring of the PRB was completed at the end of FY'23. The goals of this pilot project were to validate the longevity of using emulsified vegetable oil as the carbon source for this technology and provide data to better

determine lifetime costs for nitrogen remediation using an oil-based permeable reactive barrier, both of which have been accomplished through this project.

The PRB continues to function beyond its anticipated lifetime, and the WQMC voted to continue monitoring the PRB at 6-month intervals to the end of its functional life to acquire a more complete and robust dataset.

The committee also supported a grant submittal to the United States Department of Agriculture – Natural Resource Conservation Service for planning and design of a PRB in the upper reaches of Childs River in Falmouth. That grant along with three other projects was prepared and submitted by the Town Manager's Office with the assistance of the Division of Marine and Environmental Services. We have not yet heard on the acceptance of that proposal.

**Urine Diversion's Potential to be an approved I/A option:** The WQMC spent considerable time during FY24 discussing and evaluating the potential for urine diversion to be approved by the DEP as a permitted option to enhanced septic systems. The Massachusetts Alternative Septic Systems Test Center (MASSTC) submitted a proposal to conduct a urine diversion pilot project with the goal of having at least 50 installations and three years of data – the minimum data required by DEP for approval. Advocates for urine diversion brought forth information for the WQMC's consideration. Currently the Town is finalizing a memorandum of understanding with the MASSTC to advance the concept of urine diversion.

**Disposal of Treated effluent through an Outfall to Vineyard Sound:** In FY24 the WQMC recommended an Outfall located offshore of Kite Park in Falmouth Heights as the most reliable and cost-effective means to address the future increase in tertiary-treated discharge from sewer expansions as well as to redirect the current effluent flows from the watershed of West Falmouth Harbor. Technical evaluations of hydrodynamic mixing as well as the extent of eel grass were conducted this year. The Fall 2023 Town Meeting appropriated funds for further development of the outfall data and permitting necessary to get regulatory approval. Working with the DPW Wastewater Division a contract was executed with the USGS to evaluate outfall effects on the Sagamore lens. Those results are expected to be available late in 2024 or early 2025. Additionally, a program to conduct marine borings along the proposed outfall's alignment has been implemented with an expectation that this work can proceed in the Fall/Winter of 24/25. Contacts have been established, and initial meetings with both Federal and Massachusetts agencies to present our anticipated overall data collection program and project schedule have occurred and valuable feedback on next steps for fisheries, eel grass, and water quality have been received.

**TASA area sewer expansion:** The WQMC supported the Town in the passage of the TASA sewer design article that includes a limited expansion of the capacity of recharge beds 14 and 15 to accommodate the limited flow from the TASA area until the outfall installation is completed.

**Little Pond Sewer area – water quality monitoring:** The WQMC continued to partner with the Marine Biological Laboratory and the U.S. Geological Survey to monitor the changes in water quality in Little Pond estuary as a result of sewerage that peninsula.

**Fertilizer reduction:** In 2013 Falmouth passed a fertilizer control bylaw that bans all fertilizer application within 100 feet of any wetland resource area, including estuaries. The Town's Department of Marine and Environmental Services (DMES) continues to follow up every year with a reminder letter to all affected property owners. During FY'24, the WQMC opened discussions about a town-wide fertilizer ban following the examples initiated by Nantucket and Orleans both of whom prepared and submitted home rule petitions which the committee continues to monitor the status of.

**Committee meeting schedule and members:** The WQMC typically meets twice each month. Currently the committee is meeting on Wednesdays, 4:30-6:30PM, in the Select Board's Room at Town Hall. Meetings are typically aired on a delayed basis by FCTV. The committed members have a wide range of scientific, engineering, and public service backgrounds. Stephen Rafferty is the chairperson, Steve Leighton is the vice-chairperson. Other members are John Waterbury, Tom Duncan, Ken Forman, Ed Jalowiec and Jordan Mora. All members either attended all meetings or had a excused absence.

Respectfully,  
Stephen Rafferty, Chairperson WQMC

## OPEN SESSION

## BUSINESS

3. Presentation – Joe Q Veteran Coffee Break update on facility and programming **(10 minutes)**



## AGENDA ITEM SUMMARY SHEET

**ITEM NUMBER:** Business 3.

**ITEM TITLE:** Presentation- Joe Q Veteran Coffee Break update on facility and programming

**MEETING DATE:** 5/20/2024

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

**SUBMITTED BY:** Mike Renshaw, Town Manager

**ATTACHMENTS:** None

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### PURPOSE:

The Select Board will hear and discuss updates on the facility improvements and programming of the Joe Q Veteran Coffee Break located at 300 Dillingham Ave.

### BACKGROUND/SUMMARY:

- Conceived in 2016, Joe Q Veteran Coffee Break, Inc. is an all-inclusive, nonprofit Veteran organization in Falmouth, Massachusetts.
- A 501(c)3 registered in 2020 with the Massachusetts Attorney General's Office, the organization represents all branches of the military and members of the community with a connection to service in the military.

- The vision of the organization is to provide a meeting place and hub for Veterans and family members in the area to receive information, advice and coordinated services—and even enjoy a cup of coffee together.

**DEPARTMENT RECOMMENDATION:**

This presentation is for informational purposes only; no action of the Select Board is being 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*

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Town Manager

5/15/2024

Date

## OPEN SESSION

### BUSINESS

4. Update on the Regional Compost Site initiative – Kari Parcell of MassDEP/Cape Cod Cooperative Extension **(10 minutes)**



## AGENDA ITEM SUMMARY SHEET

**ITEM NUMBER:** Business 4.

**ITEM TITLE:** Update on the Regional Compost Initiative- Kari Parcell of Mass DEP/Cape Cod Cooperative Extension

**MEETING DATE:** 5/20/2024

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

**SUBMITTED BY:** Mary Ryther, Recycling & Solid Waste Coordinator

**ATTACHMENTS:** Presentation

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### **PURPOSE:**

The Select Board will hear an update from Kari Parcell of Mass DEP/Cape Cod Cooperative Extension concerning the Regional Compost Initiative.

### **BACKGROUND/SUMMARY:**

- This project supports the shared goal of the Town and the Commonwealth of MA to reduce municipal solid waste by diverting organic materials from the waste stream.
- A small working group of municipal and county officials are working to move this project forward until professional consultants are hired to guide site selection, land transfer, site and facility design, permitting, and the selection of an entity to build and operate a regional organics/food scrap composting facility.

**DEPARTMENT RECOMMENDATION:** The Recycling & Solid Waste Coordinator is presenting this update for informational purposes; however, the department is seeking the Select Board's support for continued participation in the initiative.

**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 update is being provided for informational purposes only; no specific action of the Select Board is requested at this time.

*Michael Renshaw*

\_\_\_\_\_

Town Manager

5/14/2024

Date

## OPEN SESSION

### BUSINESS

5. Consider approval of Falmouth Affordable Housing Fund (FAHF) application from Falmouth Housing Trust for 419 Waquoit Highway land acquisition ( **minutes**)



**ITEM NUMBER:** Business 5.

**ITEM TITLE:** Approve Falmouth Affordable Housing Fund (FAHF) application from Falmouth Housing Trust for 419 Waquoit Highway land acquisition

**MEETING DATE:** 5/20/2024

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

**SUBMITTED BY:** Mike Renshaw, Town Manager and Kimberly Fish, Housing Coordinator

**ATTACHMENTS:** FAHF Application w/attachments, CPC Recommendation, and a map of the site.

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**PURPOSE:**

A brief presentation will be provided by Laura Moynihan, Director/In House Counsel for Falmouth Housing Trust (FHT) requesting the Select Board's approval of their application to the Falmouth Affordable Housing Fund (FAHF) for \$100,000 in funding for the acquisition of land located at 419 Waquoit Highway. Lot 1 will be created to construct 4 – 6 affordable homes for homeownership, which will be deed restricted as affordable in perpetuity for area median incomes varying between 80% to 120%.

**BACKGROUND/SUMMARY:**

- FHT is collaborating with the 300 Committee and Massachusetts Department of Recreation on this project.
  
- 419 Waquoit Highway is a total of 3.8 acres.

- Lot 1 and Lot 2 were created through an Approval Not Required (ANR) plan endorsed by the Planning Board on April 23, 2024.
- Lot 1 will be approximately 1.1 acres. FHT proposes to construct 4-6 affordable homes for homeownership, which will be deed restricted as affordable in perpetuity for area median incomes varying between 80% to 120%.
- The remaining Lot 2 will remain as open space.
- On April 3, 2024, FHT filed an application for funding from the Falmouth Affordable Housing Fund for \$100,000. FHT plans to file another application with FAHF to request funding to construct 4- 6 homes.
- On April 30, 2024, the applicant met with the Falmouth Affordable Housing Fund Working Group, which gave a positive recommendation to the Town Manager.
- On May 9, 2024, the applicant went before the Community Preservation Committee, which gave a positive recommendation to the Select Board.

**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 \$100,000 to Falmouth Housing Trust for the acquisition of land located at 419 Waquoit Highway (Lot 1) to construct 4 – 6 homes for homeownership, that will be deed restricted at area median incomes varying from 80% to 120% and authorize the Town Manager to execute a commitment letter and grant agreement setting forth the terms of the financial award to the Falmouth Housing Trust.”

**OPTIONS:**

- Move the recommended motion as presented.
- Motion to deny the grant request of \$100,000 to 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, acting as Trustees of the Falmouth Affordable Housing Fund, approve the application from the Falmouth Housing Trust to the Falmouth Affordable Housing Fund (FAHF) for \$100,000 in funding for the acquisition of land located at 419 Waquoit Highway.

*Michael Renshaw*

\_\_\_\_\_

**Town Manager**

5/10/2024

**Date**

# FALMOUTH AFFORDABLE HOUSING FUND

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

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

## AFFORDABLE HOUSING FUND APPLICATION Calendar Year 2024

### General Information

Project Name: 419 Waquoit Highway

Project Location and Parcel ID#: 419 Waquoit Highway- 30 010 04 000 (to become LOT 1 and LOT 2)

Type of Project: Purchase of property for deed-restricted affordable homes

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

Contact Person: Laura Moynihan, Executive Director

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

Telephone Number: 508 540-2370

Email Address: Laura@falmouthhousingtrust.org

### Property Ownership

Legal Property Owner of Record: Estate of Milton Servis (Agreement provides that Lot 1 is conveyed to Falmouth Housing Trust upon closing on May 30, 2024, document attached)

Is the owner the applicant? no

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

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

### 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. Clancy Construction, D.H. Martin Engineering, Attorney Laura M. Moynihan

### Project Information

Describe the proposed project including:

1 | Page

Falmouth Affordable Housing Fund  
Rev. 4/19

The "project" for the purposes of this application is for acquisition funding of \$100,000.00, which is the cost to the applicant to acquire the land upon which the applicant intends to construct deed restricted affordable housing. The anticipated housing proposal is:

Project Style:

Type of Units (condo ownership, fee simple ownership, rental, etc.): 6- Single-Family Owner-Occupied Home with fee simple ownership with a permanent affordable deed restriction 80%-120% of AMI

Total Number of Units: 6

Number of BRs 3 with 3BRs &

Number of Market Units: 4

3 with 2BRs

Number of Affordable Units: 2

Proposed Sale Prices/Rents: various

1-2BR @ 80% \$225,000  
1-2BR @ 100% \$285,000  
1 2BR @ 120% \$340,000  
1-3BR @ 80% \$250,000  
1-3BR @ 100% \$315,000  
1-3BR @ 120% \$375,000

Proposed % of AMI target beneficiaries: 80%-120%

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)*.

Falmouth Housing Trust continues efforts to address the shortage of housing that working people can afford. This has become even more challenging over the past four years because of the effects of the pandemic on housing costs and increased land acquisition and building prices.

FHT has prepared a preliminary estimated project budget with total development costs at \$3,061,000.00. In addition to this proposed FAHF request of \$100,000 for the acquisition cost of the land and the anticipated future request to the FAHF of \$750,000 for the construction costs of the six homes, FHT has proposed that it will need to raise \$521,000 to complete this project.

The FHT budgets its total development costs based on deed restricted home sale revenues,

public grant funds, and private community donations. The difference in revenues from the home sales and public funds is made up by private donations. As land and construction costs become more expensive in Falmouth, the private donation portion of the total development costs is increasing to offset the expenses of development. Such funds are being donated by members of the community (including resident taxpayers). This is distinct from a for-profit housing development where private community donations are negligible or do not exist and there is a profit element to the development for the developer that is factored into the development. Accordingly, the FHT is requesting with this application that the non-profit development model be further assisted with FAHF funding of land acquisition costs.

Many in Falmouth have made great efforts to provide housing opportunities for our workforce but the community has not reached the goals set forth in the 2018 Housing Production Plan. The goal of 56 homeownership units (15% of the overall goal) has not been met over this period. A critical need remains and FHT is applying for a municipal subsidy to purchase land to create additional housing for our workforce.

Our region lacks housing for people at many income levels. This includes what is now known as the “the missing middle”. These individuals and families are those whose income is too high for traditional affordable housing but don’t earn enough to purchase a market rate home.

Falmouth Housing Trust proposes to purchase land and build 6 homes for those whose income is 80%-120% of AMI.

The current median priced home in Falmouth is over \$700,000 and a family would need an income of about \$210,000 to qualify to purchase a home of this price. Falmouth Housing Trust anticipates purchasing approximately 1.1 acres which currently is now part of a 3.8 acre parcel at 419 Waquoit Highway. This project is in collaboration with The 300 Committee and the Massachusetts Department of Conservation and Recreation (DCR). This unique affordable workforce housing project will serve a broader mix of incomes—from 80% - 120% of Area Median Income. These family incomes will range between approximately \$82,000 and \$138,000. By creating affordable workforce housing for low-to-moderate income individuals and families, FHT aims to create a diverse income project to attract people to our workforce and combat out-migration of our young, skilled workers who provide critical services to residents and visitors and are vital to our local economy.

This land is currently under contract with the seller for an anticipated closing on May 30, 2024. Our most collaborative project to date, 419 Waquoit Highway Project is bringing together The 300 Committee, Massachusetts Department of Recreation (DCR), Waquoit Bay National Estuarine Research Reserve (WBNERR) and FHT to collaborate in the purchase and development of new affordable workforce housing—while at the same time conserving and preserving natural places for Falmouth. FHT and The 300 Committee are each contributing

\$100,000 to the purchase of this property. DCR is contributing to the purchase price and the remaining purchase price is from private donations raised by The 300 Committee. The DCR intends to expand walking trails on the portion of the land to be preserved as open space to connect with trails on other State-owned parcels managed by WBNERR.

FHT has begun due diligence on the project. Part of this process includes an older house that currently stands on the 1.1 acre property. It has been tested for Asbestos and Lead, testing positive for both and not appropriate for renovation. FHT plans to tear down the house and remediate the pollutants. Additionally, FHT has completed a land survey and site plan to help properly identify the best locations to build the homes.

The project will follow Sustainable Development Principles adopted by Governor Patrick's Administration in 2007, which encourages housing development that is consistent with sustainable development design and green building practices. The development is compact and conserves land and utilizes existing water and electric infrastructure. The project will expand housing opportunities that are compatible with the character of the neighborhood and the community and support the implementation of the local and regional affordable housing plans.

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

Also, this project is in line with the Housing Production Plan's stated need for 70+ housing units per year and the Commonwealth's Housing Choice goal of 135,000 new housing units.

Our goal is to build workforce housing for young people and families. The lack of affordable housing contributes to the loss of our young workforce—many of whom are low-to-moderate income people who provide essential services to our community. As Falmouth's young workforce has decreased, our population continues to grow older; the number of age-dependent people (children and those 65 and older) is larger than our working population. This is an unhealthy ratio for any community; all communities need a diverse, productive workforce to thrive.

A recent report issued by The Concord Group and presented by the Housing Assistance Corporation states that the region will lose over 800 families whose income is \$100,000 or less over the next three years. These are the people whose presence is critical to sustaining our economy and our quality of life.

The report goes on to say that almost 50% of those who work on Cape Cod live off Cape and

commute here because of the lack of housing they can afford. This creates more traffic on our roadways, more emissions from increased vehicle use, and likely impacts the personal health and well-being of workers and their families in travelling long distances to and from home/work. A necessary commute to and from work can also mean that Falmouth's job opportunities are less desirable than opportunities closer to home off-Cape.

Furthermore, there has been an 11% decline in Falmouth's school population in just the past three years. We have a High School that was built for 1,600 students and next year there will be less than 800. This is a clear indication that our community has a significant issue in retaining and attracting younger parents and families. And the closure of the Falmouth Hospital Maternity and Pediatric units is another significant reminder that our community lacks this important group. By losing this demographic, our community is losing the diversity, vibrancy, and contributions that this population brings, which affects our local economy and threatens the quality of life. Falmouth's lack of affordable housing is an obstacle to attracting and retaining a young and talented workforce. To retain this population, our low-to-moderate income residents must have housing they can afford. Because Falmouth Housing Trust recognizes the value of this demographic to the health and composition of our town, creating affordable housing for this population is FHT's priority. By providing affordable housing opportunities, FHT helps to retain and attract this valuable workforce who make our community vital, healthy, and economically strong.

#### **Site Information**

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

The 1.1 acres is currently part of 3.8 acres which includes frontage on Bourne Pond. The DCR intends to connect the waterfront portion of the land by walking trails to other lands managed by the Waquoit Bay National Estuarine Research Reserve (WBNERR). The WBNERR managed lands contain open water, salt and fresh marshes, barrier beaches, sand dunes, rivers, mixed pine and oak forests, and grasslands.

The 1.1 acre parcel is on Waquoit/Rt. 28 and will abut the DCR land on the west and north and a business and a residence to the south.

The neighborhood is comprised of mixed commercial and residential uses. The property lies within Waquoit Village, which includes restaurants, many small businesses, a Veterinarian Clinic, gas station, convenience store, Insurance company and single-family homes. It is also on a public transportation route.

Zoning relief will be sought through Chapter 40B relative to the home construction. No zoning relief is required for the land division or relative to the acquisition of the land by FHT.

An Approval Not Required Plan under Massachusetts Subdivision Control Law will be submitted

to the Falmouth Planning Board in April 2024 for endorsement to divide the existing 3.8 acre parcel into two lots: Lot 1 to be conveyed to the FHT, comprised of 1.1 acres and Lot 2 to be conveyed to DCR, comprised of 2.7 acres

**Building:** . N/A for land acquisition.

**Zoning:** RA

**Health:** N/A for land acquisition.

**Conservation:** N/A for land acquisition

**Infrastructure:** N/A for land acquisition.

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Amount of FAHF Request: \$100,000

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. **Attached**

### Community Outreach – Land Acquisition Only

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

Falmouth Housing Trust is collaborating with The 300 Committee Land Trust and its donors, Commonwealth of Massachusetts to acquire the subject parcel of land to construct affordable deed restricted homes. FHT has published the land acquisition proposal on its website [www.falmouthhousingtrust.org](http://www.falmouthhousingtrust.org) and on its Facebook page. FHT has worked with the Falmouth Enterprise to create an informative article to inform the public on the proposed land acquisition for affordable housing development.

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

### List of Attachments

Attachment B-Project Schedule  
ANR Plan showing Lot 1 to be Acquired  
GIS Map  
Aerial Photo  
Purchase & Sale Agreement  
Funding Commitment  
List of affordable housing projects completed by Falmouth Housing Trust, Inc.  
Resumes of Development Team  
One Stop Affordable Housing Finance Application  
Bank Letter/Reference  
Owner Authorization

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

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

## Development Schedule

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

### Milestones (Month/Year):

- A. Project Start (Month/Year): **May 30, 2024, Land Acquisition**
- B. Procurement Documents Submitted to FAHF (Month/Year): **N/A**
- C. Project Construction/Professional Contract Submitted FAHF (Month/Year): **For Construction Funding Application-June 2024**
- D. Project/Construction Start (Month/Year): **January 2025**
- E. 50% Project Completion (Month/Year): **June 2025**
- F. 100% Project Completion (Month/Year): **December 2025**
- G. Close-Out Complete (Month/Year): **January 2026**

### Comments:

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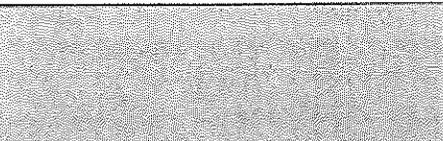
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The funding application is for land acquisition cost to the Applicant of \$100,000 only. The Applicant intends to file a future separate application for construction funding in or about June 2024. For the purposes of this Application, Milestone A (May 30, 2024), is the date by which the land acquisition cost of \$100,000 is requested to be provided to the Applicant to acquire the land from the seller of the property.

## ATTACHMENT B PROJECT SCHEDULE



FAHF Application

Attachment

**PROJECT**

**SCHEDULE**



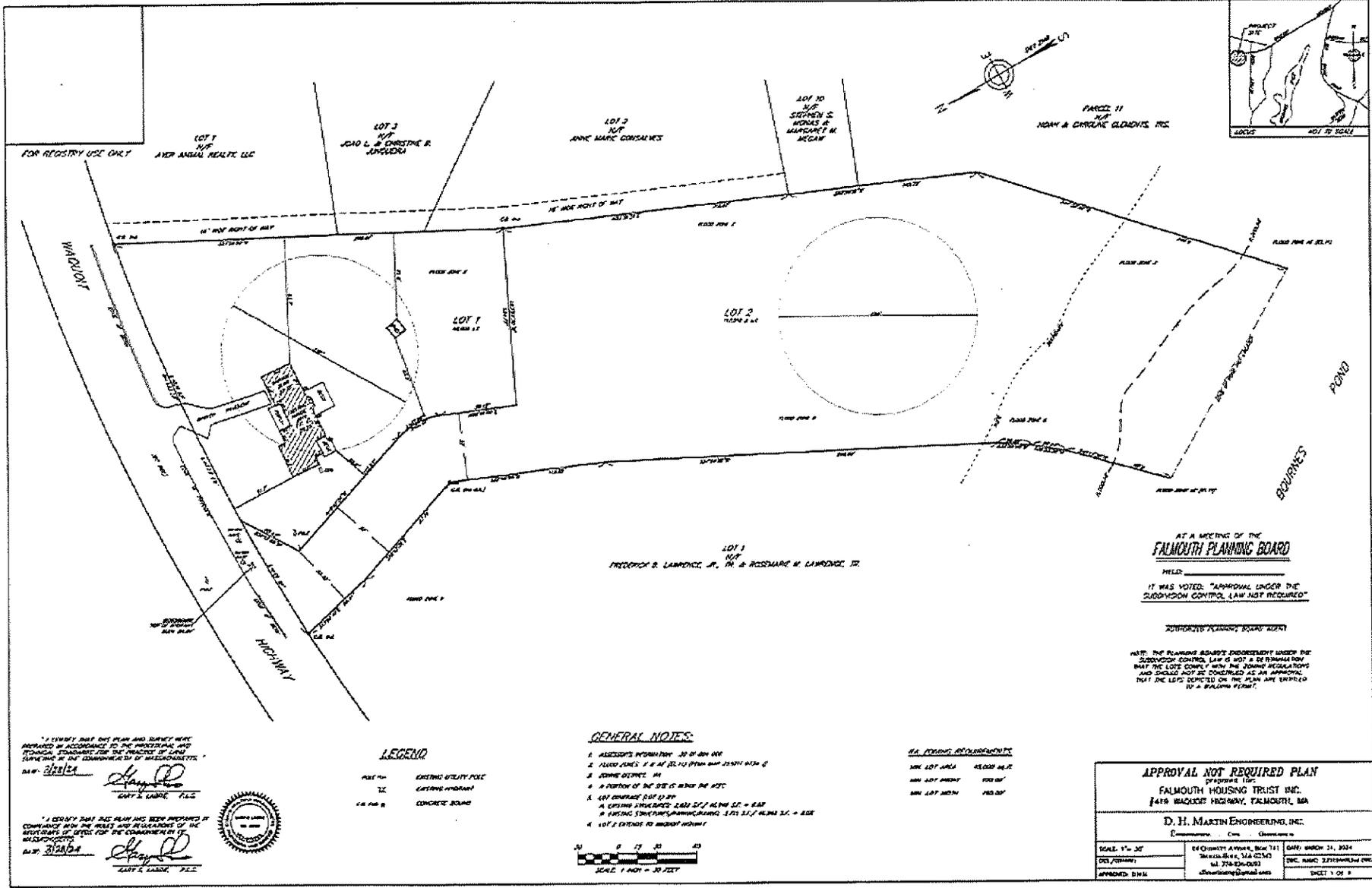
419 Waquoit Highway – Project Schedule **FAHF Application**

March 1-31	ANR Plan Preparation
March 31	Curb Cut Survey Work Completed
April 1	ANR Plan Completed
April 1 -15	ANR Plan Filed with Planning Board for Endorsement
May 30	Purchase Date
June 1	Project Eligibility Application Filing with State
August 31	Project Eligibility Application Completed by State
September 1	Comprehensive Permit Application Filing
November 15	ZBA Permit Process Completion
December 15	Building Permit Issuance
December 30	Construction Start Date

FAHF Application

Attachment

**ANR PLAN OF  
LOT TO BE  
ACQUIRED**



FOR REGISTRY USE ONLY

LOT 1  
N/P  
AND ANNUAL REALTY LLC

LOT 3  
N/P  
JOAO L. & CHRISTINE B. JUNGHERS

LOT 3  
N/P  
ANNE MARC CONSULTING

LOT 10  
N/P  
STEPHEN S. MONROE & MARGARET M. MCGAR

PARCEL 11  
N/P  
NOMY & CHARLNE GLENNIE, INC.

LOT 1  
N/P  
FREDERICK B. LAWRENCE, JR., III & ROSAURE M. LAWRENCE, III

AT A MEETING OF THE  
**FALMOUTH PLANNING BOARD**

Held: \_\_\_\_\_  
IT WAS VOTED: "APPROVAL UNDER THE  
SUBDIVISION CONTROL LAW NOT REQUIRED"

AUTHORIZED PLANNING BOARD AGENT

NOTE: THE PLANNING BOARD'S DECISIONMENT UNDER THE  
SUBDIVISION CONTROL LAW IS NOT A GUARANTEE THAT  
THE LOTS COMPLY WITH THE ZONING REGULATIONS  
AND SHOULD NOT BE CONSIDERED AS AN APPROVAL.  
THAT THE LOTS DEPICTED ON THE PLAN ARE EMPLOYED  
AS A PLANNING INSTRUMENT.

"I CERTIFY THAT THIS PLAN AND SURVEY WERE  
PREPARED IN ACCORDANCE TO THE PROFESSIONAL AND  
TECHNICAL STANDARDS FOR THE PRACTICE OF LAND  
SURVEYING IN THE COMMONWEALTH OF MASSACHUSETTS."  
DATE: 3/28/24  
[Signature]  
GARY S. LARSEN, P.L.L.C.

"I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN  
COMPLIANCE WITH THE RULES AND REGULATIONS OF THE  
REGISTRAR OF DEEDS FOR THE COMMONWEALTH OF  
MASSACHUSETTS."  
DATE: 3/28/24  
[Signature]  
GARY S. LARSEN, P.L.L.C.



**LEGEND**

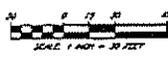
- EXISTING UTILITY POLE
- - - EXISTING PROGRAM
- CONCRETE BOUND

**GENERAL NOTES:**

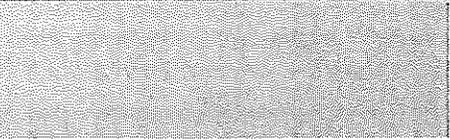
1. ASSessor'S INFORMATION: 30 BY 60M WIDE
2. PLANNED LINES 1 & 4 AT 30.74 METER WITH 20MM WIDE @
3. ZONING DESIGN: M1
4. A PORTION OF THE SITE IS WITHIN THE MFC
5. LOT COVERAGE: 24% (2,377)
6. EXISTING STRUCTURES: 2,441 SQ. FT. / 227.1 ALGNS. 24. = 8.84
7. EXISTING STRUCTURES: 2,441 SQ. FT. / 227.1 ALGNS. 24. = 8.84
8. LOT 2 EXTENDS TO BOUNDARY WITHIN 1

**SEALED REQUIREMENTS**

- DATE LOT AREA: 45,000 SQ. FT.
- DATE LOT AREA: 100,000 SQ. FT.
- DATE LOT AREA: 100,000 SQ. FT.



<b>APPROVAL NOT REQUIRED PLAN</b>		
FALMOUTH HOUSING TRUST INC. 1418 BRADDOCK HIGHWAY, FALMOUTH, MA		
D. H. MARTIN ENGINEERING, INC.		
SCALE: 1" = 30'	DATE: 03/28/24	DATE: 03/28/24
APPROVED: [Signature]	DATE: 03/28/24	DATE: 03/28/24
APPROVED: [Signature]	DATE: 03/28/24	DATE: 03/28/24

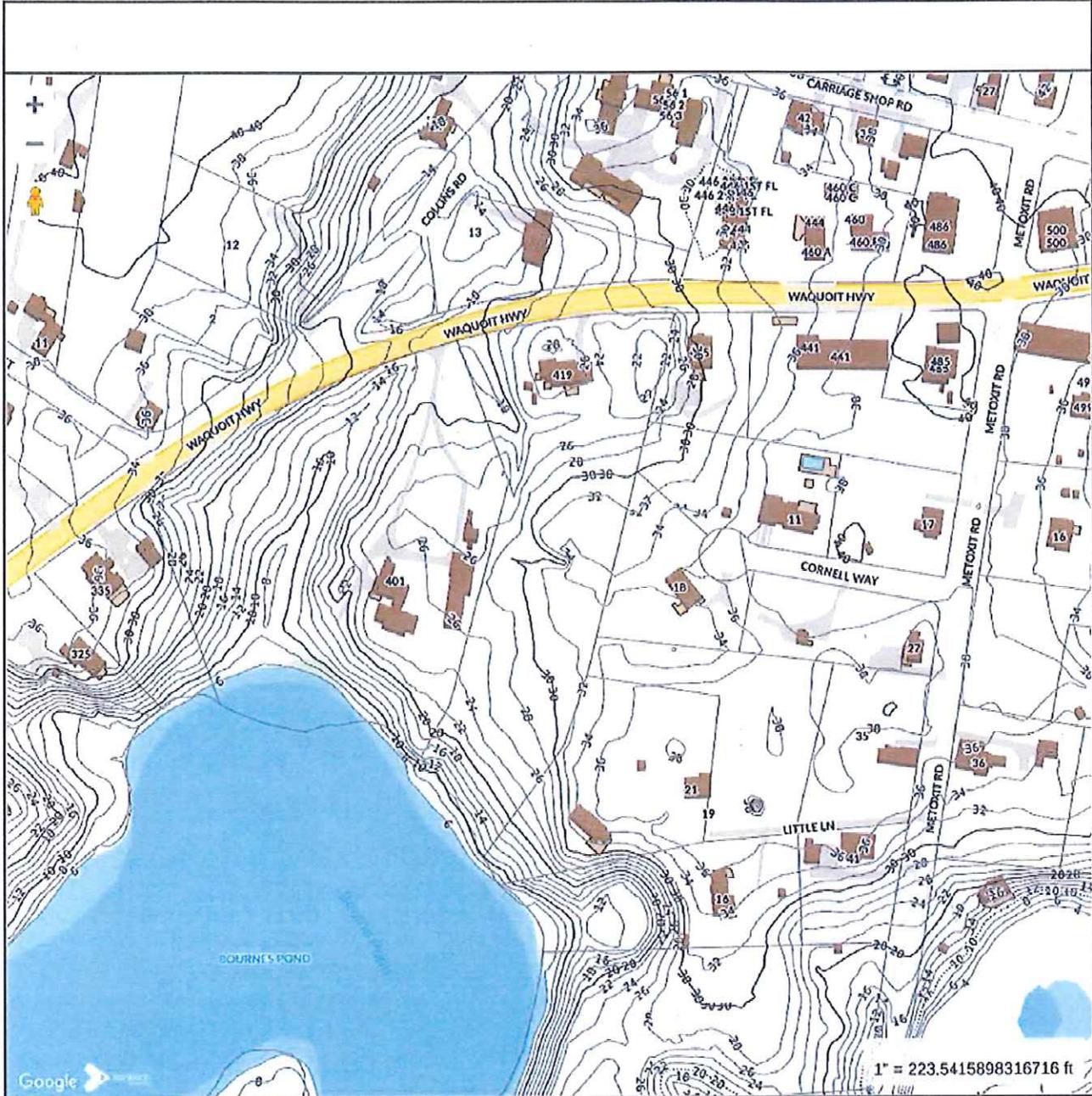


FAHF Application

Attachment

**GIS MAP**



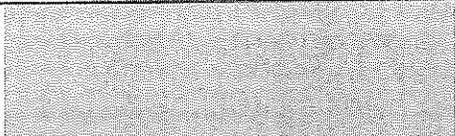


**MAP FOR REFERENCE ONLY  
NOT A LEGAL DOCUMENT**

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 02/08/2024

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

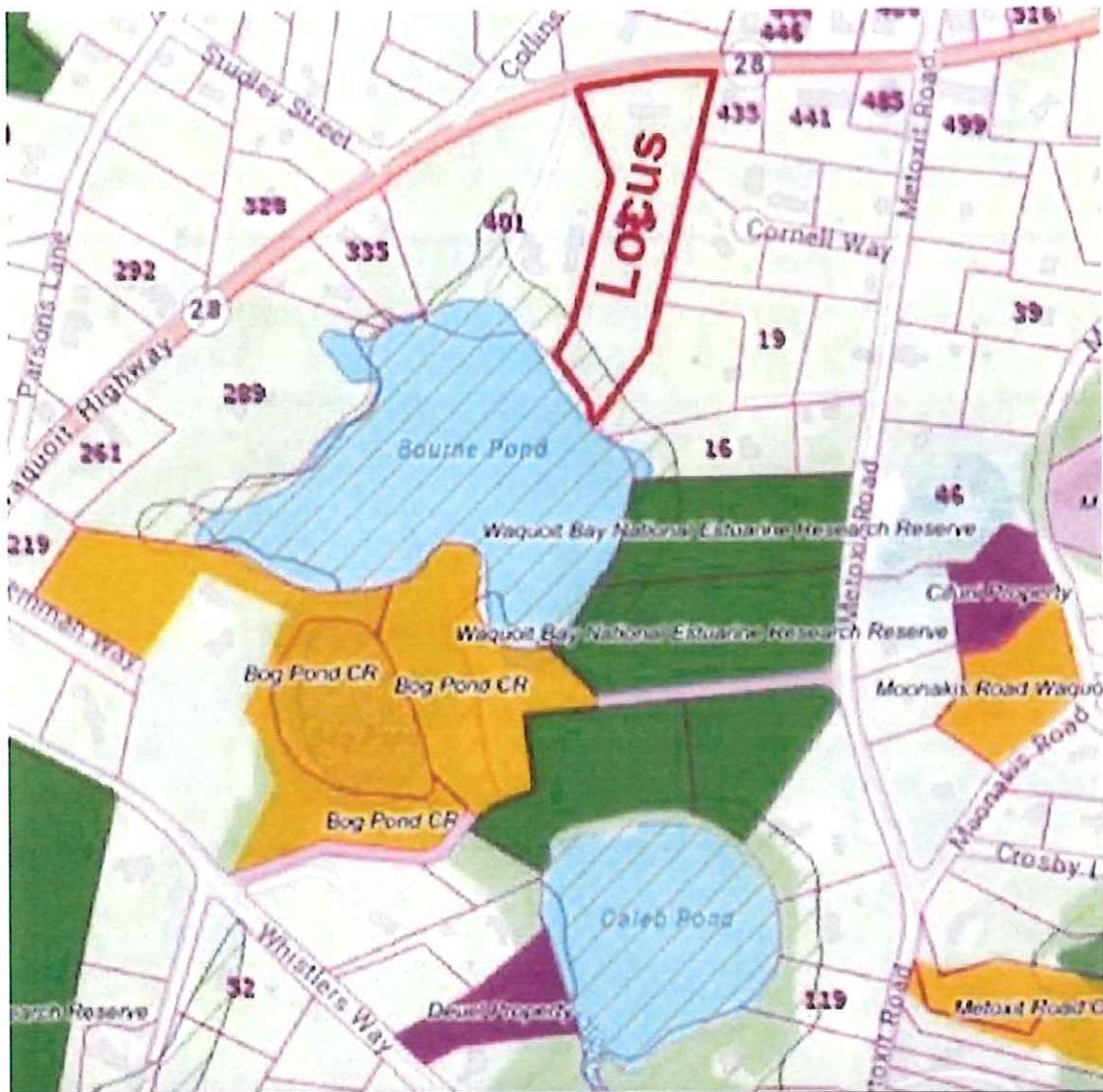


FAHF Application

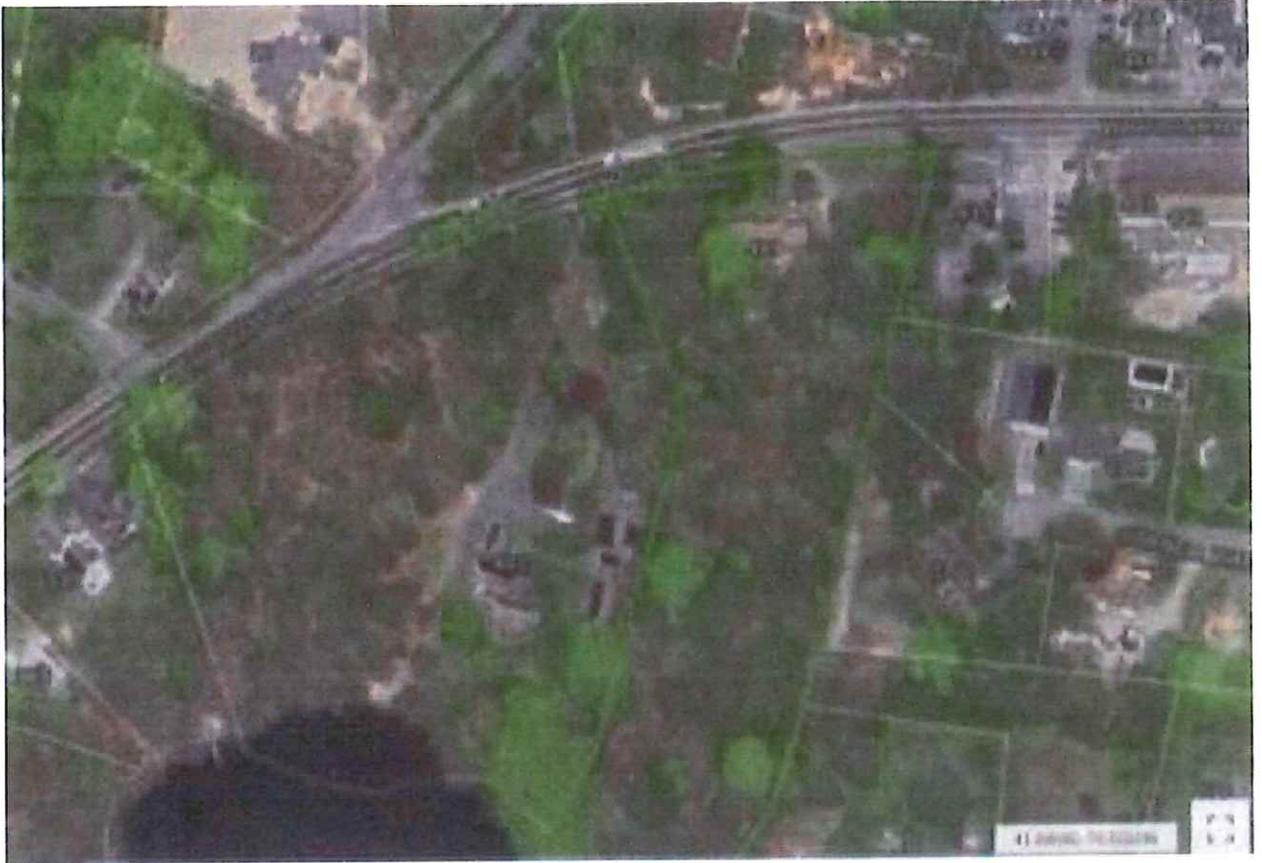
Attachment

**AERIAL PHOTO**

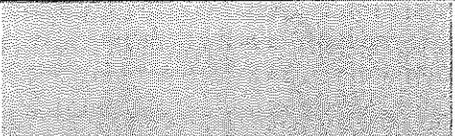




The 3.8-acre property at 419 Waquoit Highway is outlined in red. A path will connect the lot's frontage on Bourne Pond with conservation lands to the south (shaded in dark green).



Aerial Photo – 419 Waquoit Highway



FAHF Application

Attachment

**PURCHASE &  
SALE  
AGREEMENT**



**PURCHASE AND SALE AGREEMENT**  
(along with any Rider(s), hereinafter referred to as the "Agreement")

This 5<sup>th</sup> day of January, 2024.

1. **PARTIES AND MAILING ADDRESSES** Leonard Servis, Personal Representative of the Estate of Milton Servis, Barnstable County Probate Court Docket No. BA17P0275EA, , presently of [REDACTED], Leonard J. Servis, Individually, Deborah N. Rabasa, Individually and Robert A. Brown as Trustee of the Milton L. Servis Jr. Special Needs Trust (hereinafter referred to as the "SELLER" or "Seller") agrees to sell and The 300 Committee Land Trust, Inc., 157 Locust Street, Falmouth, MA 02540 (hereinafter referred to as the "BUYER" or "Buyer") (SELLER and BUYER sometimes hereinafter collectively referred to as the "Parties"), agrees to buy, upon the terms hereinafter set forth, the following described premises:
2. **DESCRIPTION** A certain parcel of land and the buildings and improvements thereon, known and numbered as 419 Waquoit Highway, East Falmouth, MA 02536, as more particularly described in the deed recorded with the Barnstable County Registry of Deeds, in Book 22500, Page 314 and Book 28852 Page 154 and Barnstable County Probate Court Docket No. BA17P0275EA (Estate of Milton L. Servis) (hereinafter referred to as the "Premises"). See also Town of Falmouth Assessor's Parcel ID 30 01 004 000.
3. **BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES** Included in the sale as a part of the Premises are the buildings, structures, and improvements now thereon, and the fixtures used in connection therewith including, if any, all wall-to-wall carpeting, drapery rods, automatic garage door openers, venetian blinds, window shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, garbage disposers, electric and other lighting fixtures, mantels, outside television antennas, fences, gates, trees, shrubs, plants, and appliances, in the same condition as of the date of Buyer's inspection, reasonable wear and tear excepted.
4. **TITLE DEED** Said Premises are to be conveyed by a good and sufficient quitclaim deed, subject to the provisions of paragraph 58 below, running to the BUYER, or to the assignee or nominee designated by the BUYER by written notice to the SELLER at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

  - (a) Provisions of existing building and zoning laws and health and environmental laws;
  - (b) Existing rights and obligations in party walls which are not the subject of written agreement
  - (c) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
  - (d) Any liens for municipal betterments assessed after the date of this Agreement;
  - (e) Easements, restriction and reservations of record, if any, so long as the same do not prohibit or materially interfere with the intended use of said Premises for multiple residential dwellings and conservation land.
5. **PLANS** If said deed refers to a plan necessary to be recorded therewith the BUYER shall deliver such plan with the deed in form adequate for recording or registration.
6. **REGISTERED TITLE** In addition to the foregoing, if the title to said Premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said Premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.

7. PURCHASE PRICE      The agreed to purchase price for said Premises is Nine Hundred Thousand and 00/100 (\$900,000.00) Dollars, of which
- |               |                                                                                                                                                                                                                                |
|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| \$ 1,000.00   | having previously been paid to bind the "Offer to Purchase"                                                                                                                                                                    |
| \$ 44,000.00  | have been paid as a deposit this day and                                                                                                                                                                                       |
| \$ 855,000.00 | are to be paid at the time of the recording of the deed by bank attorney's conveyancing, IOLTA or client's/trust account check(s) or domestic wire transfer to Seller's attorney (subject to a reasonable wire processing fee) |
- \$ 900,000.00      **TOTAL**
8. TIME FOR PERFORMANCE; DELIVERY OF DEED      Such deed is to be delivered at 12:00 o'clock P.M. on the 30<sup>th</sup> day of April, 2024 (sometimes the "Closing" or "Closing Date"), at the office of Buyer's counsel, unless otherwise agreed upon in writing. It is agreed that time is of the Essence of this Agreement. Neither SELLER nor their agents or attorney shall be required to attend closing but do agree to ensure that original SELLER signed Deed, Power of Attorney, and other customary documents are delivered to the closing attorney prior to Closing.
9. POSSESSION AND CONDITION OF PREMISES      Full possession of said Premises free of all tenants and occupants is to be delivered at the time of the delivery and recording of the deed, said Premises to be then (a) in the same condition as they were at the time of Buyer's inspection, reasonable use and wear thereof excepted, and (b) not in violation of said building, zoning, health and environmental laws, and (c) in compliance with provisions of any instrument referred to in Paragraph Four (4) hereof, and (d) in compliance and conformity with all other terms/provisions of this Agreement. The BUYER shall be entitled to inspect said Premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this Agreement.
10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM      If the SELLER shall be unable to give good title pursuant to Paragraph Four (4) above, or to deliver possession of the Premises, all as herein stipulated, or if at the time of the delivery of the deed the Premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said Premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance pursuant to Paragraph Eight (8) hereof, and thereupon the time for performance hereof shall be extended for up to thirty (30) calendar days from SELLER'S written notice. The SELLER shall not be obligated to expend more than 0.5% of the Purchase Price set forth in Paragraph 7, inclusive of attorney's fees but exclusive of voluntary monetary and municipal liens, pursuant to this Paragraph.
11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.      If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, or if at any time during the period of this Agreement or any extension thereof, the holder of a mortgage on said Premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this Agreement shall be forthwith refunded to BUYER and all other obligations of the Parties hereto shall cease and this Agreement shall be void without recourse to the Parties hereto unless BUYER elects to accept title/condition as detailed in Paragraph 12 below.
12. BUYER'S ELECTION TO ACCEPT TITLE      The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said Premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this Paragraph, if the said Premises shall have been damaged by fire, vandalism or other casualty, or in the event of a taking of all or a part of the Premises by

eminent domain, then at BUYER's option, all payments made under this Agreement shall be refunded to BUYER and all other obligations of the Parties hereto shall cease and this Agreement shall be void without recourse to either Party.

13. ACCEPTANCE OF DEED      The acceptance and recording of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.
14. USE OF MONEY TO CLEAR TITLE      To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of the deed, or in the case of mortgages granted by the SELLER to institutional lenders which are paid in full from the sale proceeds pursuant to written payoff letter(s) reasonably acceptable to BUYER's nationally recognized title insurance underwriter, same may be procured within a reasonable time after the delivery of said deed in accordance with local conveyancing practices.
15. INSURANCE      Until the recording of the deed, the SELLER shall maintain insurance as it is presently insured. All risk of loss shall remain with SELLER until delivery, acceptance and recording of the Deed.
16. ADJUSTMENTS      Water use charges, and real estate taxes for the fiscal year in which the Closing takes place shall be apportioned, and fuel value shall be adjusted, as of the day of performance of this Agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed.
17. ADJUSTMENT OF UNASSESSED AND ABATED TAXES      If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the Parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.
18. BROKER'S FEE      Not applicable.
19. BROKER(S) WARRANTY      Not applicable.
20. DEPOSIT      All deposits made hereunder shall be held in escrow by Kelloy Law, LLC, acting as escrow agent subject to the terms of this Agreement and the full deposit shall be duly accounted for at the time for performance of this Agreement. In the event of any disagreement between the Parties, the escrow agent shall retain all deposits made under this Agreement pending written instructions mutually given by the SELLER and the BUYER or a final order from a court of competent jurisdiction. The delivery, acceptance and recording of the deed shall in all cases constitute the Parties' joint authorization for the release of all deposits held hereunder. No interest shall be paid on the deposit.
21. BUYER'S DEFAULT; DAMAGES      If the BUYER shall fail to fulfill the BUYER's agreements herein, and SELLER has fulfilled SELLER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages and this shall be SELLER's sole and exclusive remedy at both law and in equity for any default(s) by BUYER hereunder. The Parties acknowledge and agree that SELLER has no adequate remedy in the event of BUYER'S default under this Agreement because it is impossible to exactly calculate the damages which would accrue to SELLER in such event. Therefore, acknowledging this

fact, the Parties agree that: (i) the deposit hereunder is the best estimate of such damages which would accrue to SELLER in the event of BUYER'S default hereunder, (ii) said deposit represents damages and not a penalty against BUYER, and (iii) the Parties have been afforded the opportunity to consult an attorney with regard to the provisions of this Paragraph.

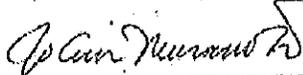
22. **RELEASE BY HUSBAND OR WIFE** The SELLER's spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said premises.
23. **BROKER AS PARTY** Not applicable.
24. **LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc.** If the SELLER or BUYER executes this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.
25. **WARRANTIES AND REPRESENTATIONS** The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this Agreement or previously made in writing by SELLER or SELLER's agents, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker(s): **NONE**.
26. **MORTGAGE CONTINGENCY CLAUSE** See Paragraph 57 below.
27. **CONSTRUCTION OF AGREEMENT** This Agreement, which may be executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the Parties, is binding upon and enures to the benefit of the Parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER or their respective counsels. The Parties may rely upon facsimile copies or electronic copies of such written instruments. If two or more persons are named herein as BUYER and/or SELLER, their respective obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the Parties to it.
28. **LEAD PAINT LAW** The Parties acknowledge that, under Massachusetts law, whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age.
29. **SMOKE AND CARBON MONOXIDE DETECTORS** The BUYER shall, at the time of delivery of the deed, deliver an original and current certificate from the local fire department of the city or town in which said Premises are located stating that said Premises have been equipped with approved smoke and carbon monoxide detectors and are in compliance with Massachusetts General Laws, Chapter 148, Sections 26B and 26P and in conformity with any applicable law. Seller will have no obligation to obtain a certificate in regards to the smoke and carbon monoxide alarms. The parties agree to execute a Smoke Detector & Carbon Monoxide Detector Certificate of Compliance Waiver Application if Buyer does not provide a Smoke Detector & Carbon Monoxide Detector Certificate of Compliance at closing.
30. **ADDITIONAL PROVISIONS** The executed "Rider A" attached hereto, are incorporated herein by reference. If any provision in the Rider conflicts in any way with any other provision in Paragraphs One (1)

through Thirty (30), inclusive, of this Agreement or with any addenda or exhibits hereto, the provision contained in the Rider shall control.

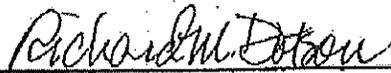
FOR RESIDENTIAL PROPERTY CONSTRUCTED PRIOR TO 1978, BUYER MUST ALL HAVE SIGNED LEAD PAINT "PROPERTY TRANSFER NOTIFICATION CERTIFICATION"

NOTICE: THIS IS A LEGAL DOCUMENT THAT CREATES BINDING OBLIGATIONS. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY.

The 300 Committee Land Trust, Inc.

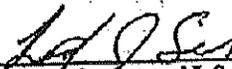


BUYER - Jo Ann Muramoto, President

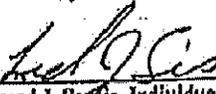


BUYER - Richard Dotson, Treasurer

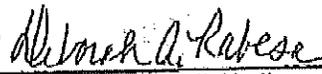
Estate of Milton Servis



SELLER - By Leonard J. Servis  
Personal Representative



Leonard J. Servis, Individually



Deborah N. Rabesa, Individually

Milton L. Servis, Jr. Special Needs Trust

Robert A. Brown, Trustee

through Thirty (30), inclusive, of this Agreement or with any addenda or exhibits hereto, the provision contained in the Rider shall control.

FOR RESIDENTIAL PROPERTY CONSTRUCTED PRIOR TO 1978, BUYER MUST ALL HAVE SIGNED LEAD PAINT "PROPERTY TRANSFER NOTIFICATION CERTIFICATION"

NOTICE: THIS IS A LEGAL DOCUMENT THAT CREATES BINDING OBLIGATIONS. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY.

The 300 Committee Land Trust, Inc.

Estate of Milton Servis

\_\_\_\_\_  
BUYER - Jo Ann Muramoto, President

\_\_\_\_\_  
SELLER - By: Leonard J. Servis  
Personal Representative

\_\_\_\_\_  
BUYER - Richard Dotson, Treasurer

\_\_\_\_\_  
Leonard J. Servis, Individually

*Deborah N. Rabesa*  
\_\_\_\_\_  
Deborah N. Rabesa, Individually

Milton L. Servis, Jr. Special Needs Trust

*Robert A. Brown* 1.4.2023  
\_\_\_\_\_  
Robert A. Brown, Trustee

**RIDER A TO PURCHASE AND SALE AGREEMENT BY AND BETWEEN**

Concerning: 419 Waquoit Highway, East Falmouth, MA 02536 ("Premises")  
January 5, 2024

31. **NOTICE:** All notices required or to be given hereunder shall be in writing and deemed duly given when placed in the US Mail, postage prepaid, or sent via facsimile, when sent via FedEx, DHL, UPS or such other similar commercial overnight delivery courier/carrier (with electronic tracking and delivery confirmation), or sent via e-mail, or hand delivered addressed as follows:

If to BUYER: Paula M. Kelley, Esquire  
Kelley Law, LLC  
205 Worcester Court, Suite B-2  
Falmouth, MA 02540  
Phone: 774-255-1425  
Fax: 774-255-1298  
Email: [paula@kelleylaw-llc.com](mailto:paula@kelleylaw-llc.com)

With a copy to: Laura M. Moynihan, Esq.  
17 Academy Lane, Suite 1  
Falmouth, MA 02540  
Phone: 508-540-2370  
Email: [laura@falmouthhousingtrust.org](mailto:laura@falmouthhousingtrust.org)

If to SELLER: Brett A. Sandas, Esq.  
205 Worcester Court  
Falmouth, MA 02540  
Office: (508) 540-6700  
Fax: (508) 540-6787  
Email: [brett@falmouthlaw.com](mailto:brett@falmouthlaw.com)

or to such other address or addresses as may from time to time be designated by either party by written notice to the other.

32. **OFFER SUPERSEDED:** All offers and agreements made prior to this Agreement, including, without limitation, the memorandum executed by the Parties hereto, entitled "Contract to Purchase Real Estate" dated December 5, 2023 ("Offer") are hereby superseded, rendered null and void and shall have no further force and effect. It being the intent of the Parties that all obligations of the Parties are as previously made in writing or expressly set forth in this Agreement.
33. **ACCESS:** From and after the date of this Agreement, SELLER agrees to permit BUYER and its designees, including but not limited to prospective mortgage lenders (and their agents), contractors, architects and insurance agents, reasonable access (limited to a total of three (3) visits unless otherwise agreed by Buyer and Seller), at reasonable times, to the said Premises for the purpose of making measurements and the like. Said right of access shall be exercised only in the presence of SELLER, and only after reasonable prior notice, either written or oral, to the SELLER. In any event, it being agreed that Twenty-Four (24) hours in advance shall be deemed to be "reasonable prior notice" pursuant to this Paragraph. Under no such circumstance shall the BUYER or any agent of the BUYER be allowed to make any sort of alteration to the Premises during their access, without the prior written consent of the SELLER. BUYER hereby indemnifies and holds SELLER harmless for any loss caused by the BUYER in the exercise of such exercising access rights under this provision to the extent that such damage does not result from the gross negligence, wanton, willful, reckless or intentional conduct of the SELLER or SELLER'S agents. BUYER'S indemnification herein shall be in addition to, and not in any way limited by, the deposit amounts held pursuant to this Agreement.

34. **INSPECTION:** BUYER represents to SELLER that BUYER (i) has had a full and ample opportunity to conduct any and all inspections of the Premises desired by BUYER, and BUYER has voluntarily and knowingly waived BUYER'S opportunity to conduct such inspection(s), including without limitation, inspections regarding mechanical, structural, systems, pest and termites, lead paint, mold, asbestos, radon, as well as for hazardous chemicals, material, or substances; (ii) BUYER has waived the same, and accepts the Premises in its "as is" condition as of the date of this Agreement; (iii) is not relying upon any warranties or representations, express or implied, of SELLER or SELLER'S agents as to the character, quality, quantity, use, value, or condition of the Premises, except as expressly set forth in this Agreement; (iv) acknowledges and agrees that SELLER has no responsibility for any failure by the BUYER to fully exercise any and all of BUYER'S inspection rights and/or to conduct any and all inspections as BUYER may desire; and, (v) further acknowledges and agrees that this provision has been specifically negotiated between SELLER and BUYER, that BUYER has been represented by counsel in said negotiation, and that SELLER would not enter into this Agreement but for the inclusion of this acknowledgement and disclaimer herein. BUYER further represents and agrees that the existence of any matter or condition revealed by, or which could have been revealed by an inspection shall not be deemed to be a default by SELLER under this Agreement. Any statements which may have previously been made by the SELLER, including without limitation in any realtor's/broker's questionnaire or so-called "SELLER'S Disclosure Statement" or property listing information, if any, are specifically hereby voided and are superseded by this Agreement. BUYER acknowledges and agrees that SELLER shall have no obligation to repair any defect existing on the date of this Agreement. Without intending to limit the generality of the foregoing, SELLER does not warrant or represent that the Premises complies with current municipal, county, state or federal codes, ordinances, statutes, laws, regulations or the like, relating to zoning, building, environmental, health or involving the maintenance, operation or condition of the Premises. BUYER hereby agrees that SELLER shall have no responsibility or liability for complying with any codes, ordinances, statutes, laws, regulations or the like, including without limitation, those which relate to lead paint, asbestos, radon, mold, hazardous chemicals, materials, or substances or any requirements that SELLER remove any or all of the same, BUYER hereby assuming any and all such responsibility and liability as of the date of Closing. SELLER makes no representations concerning the accuracy of any information provided by the realtor(s) or broker(s) unless expressly set forth in this Agreement. BUYER further acknowledges and agrees that this provision has been specifically negotiated between SELLER and BUYER, that BUYER has been represented by counsel in said negotiation, and that SELLER would not enter into this Agreement but for the inclusion of this acknowledgement and disclaimer herein. The provisions of this Paragraph shall survive the Closing and delivery of the Deed hereunder.
35. **CONDITION OF THE PREMISES:** Notwithstanding any other provisions of this Agreement regarding the conditions of said Premises, at the time of Closing, the Premises need not be broom-swept and clean and free of all SELLER'S possessions and debris (except for those items being conveyed with the Premises as expressly provided in this Agreement). The Seller will be allowed to leave any personal property in and on the premises at the time of closing. Any such personal property of Seller at the premises upon recording of the deed to the Premises in favor of the Buyer at the Registry of Deeds shall become property of the Buyer or Buyer's assignee with all ownership rights associated therewith.
36. **LEAD PAINT NOTIFICATION:** BUYER acknowledges that every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase. BUYER acknowledges that in certain circumstances, BUYER may incur obligations to remove lead-based materials pursuant to Sections 190-197 of Chapter 111 of the Massachusetts General Laws. BUYER hereby agrees to accept and assume any and all such obligations upon the delivery and recording of the Deed. BUYER and SELLER acknowledge that the SELLER has complied with the requirements of Massachusetts General Laws Chapter 111, as amended, relative to the possible presence of lead paint in the Premises, including the provisions of Section 197A of Chapter 111. BUYER acknowledges having been verbally informed of the possible presence of dangerous levels of lead in the Premises and of the provisions of the Lead Paint Statute, so called (M.G.L. Chapter 111, Sections 190 - 199A), and the regulations promulgated thereunder, and acknowledge receipt from SELLER and/or SELLER'S agents, of a Commonwealth of Massachusetts, Department of Health Property Transfer Notification Certification, and further acknowledges being informed by SELLER and/or SELLER'S agents about the availability of inspections for dangerous levels of lead. BUYER further acknowledges that

SELLER has allowed BUYER ten (10) days to conduct inspections to determine whether lead is present on the Premises. BUYER acknowledges that given the age of the Premises, it is highly likely that they contain lead-based materials. BUYER hereby releases SELLER and SELLER's agents from liability for any damages, cost or expenses BUYER incurs as a result of the presence of lead in the Premises or in the soil surrounding the Premises. A copy of the Property Transfer Notification Certification was signed by BUYER at the time of the Offer. The provisions of this Paragraph shall survive delivery of the Deed hereunder.

37. **DEALINGS WITH BROKERS:** BUYER warrants and represents to SELLER and SELLER represents and warrants to BUYER that neither has dealt with any broker or other person entitled to a broker's commission in connection with the negotiation or execution of this Agreement or the consummation of the transaction contemplated hereby and each agrees to hold the other harmless and indemnify the other against all damages, claims, losses and liabilities, including legal fees, incurred by the other, arising out of or resulting from the failure of its representation and warranty. The provisions of this Paragraph shall survive delivery of the Deed hereunder.
38. **BUYER REPRESENTATIONS:** BUYER represents that BUYER is aware of no lawsuits or demands or bankruptcies, pending or threatened, by or against BUYER that would affect BUYER's ability to purchase the Premises hereunder.
39. **SELLER DOCUMENTS:** SELLER shall execute and deliver simultaneously with the delivery of the deed, and when required shall on oath swear to the truth of the matters therein set forth, such documents as may reasonably be required of the SELLER, signing in a fiduciary capacity, by BUYER's counsel or the title insurance company insuring the Premises for BUYER, including without limiting the generality of the foregoing, certifications, or affidavits with respect to: (a) that there are no persons or parties in possession of the Premises; (b) an affidavit pursuant to Section 1445 of the Internal Revenue Code; and (c) 1099 reporting form. SELLER shall not execute or deliver an Owner's Affidavit or Survey Affidavit.
40. **KEYS:** At the Closing, SELLER shall provide BUYER with all keys, access cards, security codes, automatic garage door openers, mailbox keys, if any, and with all manuals and other information in SELLER's possession and/or control regarding any and all systems, fixtures, equipment and appliances used in connection with the Premises, if any. It is understood that SELLER will provide the warranties, manuals and other documentation as an accommodation to BUYER, and not as a condition of Closing.
41. **SELLER TO SIGN DEED:** SELLER shall execute the Deed personally. At the sole option of the BUYER, a Deed executed for the SELLER pursuant to a power of attorney shall not satisfy the title requirements of the Agreement.
42. **RECORDING OF DEED AND RELEASE OF PROCEEDS:** The Parties agree and understand that in the event the Closing is held at a place other than the appropriate County Registry of Deeds where the Premises is located, the SELLER'S proceeds will be held in escrow by SELLER'S attorney until such time as the Deed and other Closing documents to be recorded are in fact placed on record at said Registry of Deeds. BUYER agrees to use reasonable efforts to record said Deed in a prompt and swift manner.
43. **NON-FOREIGN CERTIFICATION:** SELLER warrants and represents that SELLER is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended ("I.R.C."), and agrees to deliver to BUYER, at or before the Closing, an executed "non-foreign" affidavit in compliance with I.R.C. Section 1445(b)(2) and the regulations thereunder, evidencing the foregoing warranty and representation. If the SELLER does not or cannot provide such an affidavit or a "qualifying statement" issued by the Secretary of the Treasury in accordance with I.R.C. Section 1445(b)(4)(B) exempting the transaction from withholding, the "Closing Agent" for this transaction will be entitled to make withholdings in accordance with said Section 1445 on account of taxes which may be payable by the SELLER on account of the sale of the Premises. The Parties acknowledge and agree that the "Closing Agent" will be the person responsible for performing the Closing of this transaction, and, hence, for the appropriate filing of any documents and subject withholding with the Internal Revenue Service. SELLER does hereby forever release and discharge BUYER and BUYER's attorney from all liability resulting from, or arising out of, BUYER's and BUYER's attorney's good faith compliance with the requirements of Section 1445 the I.R.C. The provisions of this Paragraph shall survive delivery of the Deed hereunder.

44. **ATTORNEY AUTHORITY:** By executing this Agreement, the BUYER and SELLER hereby grant to their attorneys the actual authority to bind them for the sole limited purpose of allowing them to cancel, grant extensions, modify or amend this Agreement in writing, and the BUYER and SELLER shall be able to rely upon the signatures of said attorneys as binding unless they have actual knowledge that the principals have disclaimed the authority granted herein to bind them. Further, for purposes of this Agreement, email transmissions and/or facsimile signatures on such written instruments shall be binding.
45. **REBA TITLE STANDARDS:** Any title matter or practice matter arising under or relating to this Agreement which is the subject of a title or practice standard of the Massachusetts Real Estate Bar Association ("REBA") shall be governed by said title or practice standard to the extent applicable, and to the extent such title standard or practice standard does not contradict any expressed term or condition of this Agreement.
46. **PREMISES IN COMPLIANCE:** Without limitation of any other provisions of this Agreement, said Premises shall not be considered to be in compliance with the provisions of this Agreement with respect to title unless:
- (a) All buildings, structures and improvements on the Premises, including, but not limited to, any driveway(s), garage(s), fence(s), shed(s) and all other improvements intended to be included in the sale and all means of access to and egress from the Premises shall be wholly within the lot lines of the Premises and shall not encroach upon, over or under any property not within such lot lines or property of any other person or entity, except by recorded easement;
  - (b) No building, structure, improvement, including, but not limited to, any driveway(s), garage(s), fence(s), shed(s), way(s) or property of any kind encroaches upon, over or under the Premises from other premises, except by recorded easement;
  - (c) Title to the Premises is insurable, for the benefit of the BUYER, by a title insurance company reasonably acceptable to BUYER, in a fee owner's so called: "Enhanced" or "Expanded" policy of title insurance, at normal premium rates for such enhanced policies, subject only to the exceptions permitted under Paragraph Four (4) of this Agreement and those printed exceptions to title normally included in the "Jacket" to such form or policy;
  - (d) The Premises abut or have vehicular and pedestrian access to a public way, duly laid out or accepted as such by the town or city in which the Premises are located and the Premises and all buildings and improvements thereon have unrestricted and unencumbered vehicular and pedestrian access to such public way;
  - (e) Certificates of Compliance for any lot specific outstanding Orders of Conditions pertaining to wetlands have been recorded or delivered for recording at closing.
- It is agreed that in the event of a title matter for which a title insurance company is willing to issue a so-called "clean" policy or provide "affirmative coverage" over a known defect or problem, BUYER may elect to accept same but shall not be required to do so, and shall have the right, at the option of their counsel, to deem title to the Premises unacceptable or unmarketable and to terminate this Agreement and upon such termination all deposits shall be returned forthwith to Buyer.
47. **SELLER REPRESENTATIONS:** Any representations made by the Seller in this Agreement are only made to the Seller's actual knowledge with no duty to investigate.
48. **MULTIPLE COUNTERPARTS:** The Parties acknowledge and agree that this Agreement may be signed in counterparts, and for purposes of this Agreement, facsimile or electronically scanned or submitted signatures shall be construed as original, except as to the Deed and the Closing documents and except as to documents intended to be recorded.
49. **SATURDAY, SUNDAY, HOLIDAY:** In the event that any deadline or date for performance or providing notice contained herein (including, without limitation, any contingencies or extensions of the time for performance under this Agreement), falls on a Saturday, Sunday or legal holiday, as the case may be, such deadline or other date shall be automatically extended to the immediately following business day.



[REDACTED]

57,

[REDACTED]

58,

[REDACTED]

59,

[REDACTED]

The 300 Committee Land Trust, Inc.

*Jo Ann Muramoto*

BUYER - Jo Ann Muramoto, President

*Richard M. Dotson*

BUYER - Richard Dotson, Treasurer

Estate of Milton Servis

*Leonard J. Servis*

SELLER - By: Leonard J. Servis  
Personal Representative

*Leonard J. Servis*

Leonard J. Servis, Individually

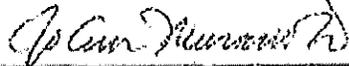
*Deborah N. Rabesa*

Deborah N. Rabesa, Individually

Milton L. Servis, Jr. Special Needs Trust

Robert A. Brown, Trustee

The 300 Committee Land Trust, Inc.



BUYER - Jo Ann Muramoto, President

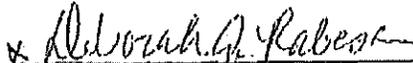


BUYER - Richard Dotson, Treasurer

Estate of Milton Servis

SELLER - By: Leonard J. Servis  
Personal Representative

Leonard J. Servis, Individually



Deborah N. Rabesa, Individually

Milton L. Servis, Jr. Special Needs Trust

 1.4.2023

Robert A. Brown, Trustee



**EXTENSION and AMENDMENT AGREEMENT**

This agreement is made by and between the undersigned BUYERS (The 300 Committee Land Trust, Inc.) and SELLER (Leonard J. Servis, P.R., Leonard J. Servis, Deborah N. Rabesa and Robert A. Brown, Trustee ) regarding the Purchase and Sale Agreement dated January 5, 2024 regarding real estate located at 419 Waquoit Highway, East Falmouth, Massachusetts 02536 (the "Property").

For all good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned parties acknowledge and agree on the following:

1. The Time for Performance; Delivery of Deed as set out in paragraph 8 of the Purchase and Sale Agreement is hereby changed from April 30, 2024 to on or by May 30, 2024.
2. All other terms and conditions of the said Purchase and Sale Agreement are hereby ratified and confirmed, except as modified herein.

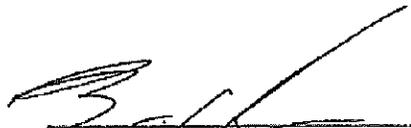
EXECUTED under seal as of this 21<sup>st</sup> day of March, 2024.

Seller:

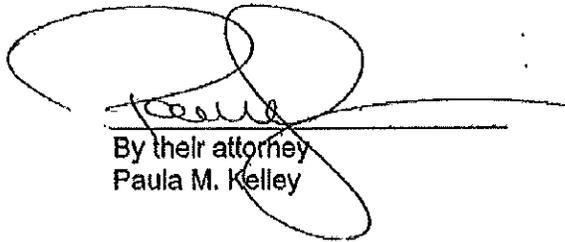
Buyer:

Leonard J. Servis, P.R.  
Leonard J. Servis  
Deborah A. Rabesa  
Robert A. Brown, Trustee

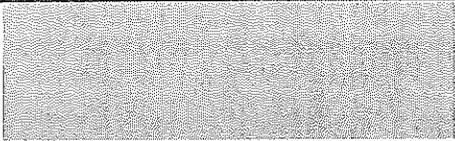
The 300 Land Committee Land Trust, Inc.



By their attorney  
Brett A. Sanida



By their attorney  
Paula M. Kelley



FAHF Application

Attachment

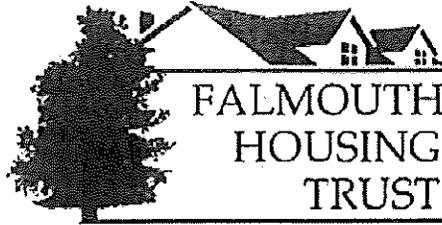
**PURCHASE**

**FUNDING**

**COMMITMENT**

**LETTER**





REVISED from 3.19.24

Jessica Whritenour, Executive Director  
The 300 Committee Land Trust, Inc.  
157 Locust Street  
Falmouth, MA 02540

March 21, 2024

Re: 419 Waquoit Highway, East Falmouth, MA

Dear Jessica:

This letter is to confirm that the Falmouth Housing Trust, Inc. will contribute \$100,000.00 toward the acquisition price of the property at 419 Waquoit Highway, East Falmouth, Massachusetts, pursuant to the purchase and sales agreement by and between The 300 Committee Land Trust, Inc., as Buyer, and the Estate of Milton Servis as seller, dated January 5, 2024 (the "Agreement"), subject to the following conditions:

1. All contingencies of the Agreement being satisfied as required and when required by the Agreement, including but not limited to those set forth in paragraphs 56, 57 and 58 of the Agreement; and,
2. All terms and conditions of the Agreement being satisfied as required therein in order for the sale to complete pursuant to the Agreement.

Thank you again for the opportunity to participate in this land acquisition.

Sincerely,

FALMOUTH HOUSING TRUST, INC.

A handwritten signature in cursive script that reads "Laura M. Moynihan".

By: Laura M. Moynihan,  
Executive Director

---

P.O. Box 465, 17 Academy Lane, Suite 1, Falmouth, MA 02541

Telephone: 508-540-2370

[www.falmouthhousingtrust.org](http://www.falmouthhousingtrust.org)

Tax ID No. 04-2936558

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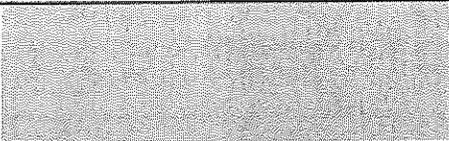
Attachment

**LIST OF  
AFFORDABLE  
HOUSING  
PROJECTS  
COMPLETED**



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	5 Esker Place	1 house
2023	Sam Turner Road	4 houses



FAHF Application

Attachment

**RESUMES OF  
DEVELOPMENT  
TEAM**



## **FHT Mission**

The mission of the Falmouth Housing Trust is to enhance the community of Falmouth by developing and maintaining sustainable, affordable workforce housing.

## **FHT Vision**

1. Support economic and social resiliency
2. Promote homeownership in Falmouth
3. Attract and retain the workforce
4. Collaborate with the community

## **CRITICAL STRATEGIC ISSUES**

1. To provide more housing units while continuing to monitor and ensure compliance with existing units.
2. Improve the public perception of affordable workforce housing to include donors and consumers
3. Increase collaboration with local organizations, major employers, and Town of Falmouth.
4. Create and maintain a sustainable revenue stream
5. Board Governance

## **STRATEGIC GOALS, OVERVIEW**

1. Add low to moderate income housing units, while retaining units through monitoring.
2. Educate the community about the importance of workforce housing. Do this by increasing our visibility with in the local community.
3. Create a sustainable revenue stream.

## EXECUTIVE SUMMARY

**History:** The Falmouth Housing Trust (FHT) was organized in the early 1986 when a group of civic leaders identified the lack of affordable housing as an obstacle to attracting and retaining the Cape's young and talented workforce. The organization began working in conjunction with local agencies and town, county and state government. The FHT Board is comprised of a diverse cross section of business leaders within the community.

**What We Do:** We develop affordable, deed restricted homes built on donated or purchased land that provides home ownership for Falmouth's low to moderate income individuals and families.

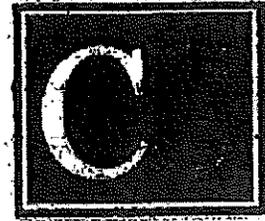
The Falmouth Housing Trust provides advocacy and services through our ownership and operation of the Gerald Flynn House, for chronically homeless individuals, operated as a drug-free, sober house through case-management provided by the Gosnold Treatment Center. The Flynn House includes preferential placement of U.S. Veterans and Falmouth residents.

FHT engages in economic development, outreach, education, and real estate development as it relates to affordable workforce housing for our low to moderate income constituency.

**Best Practices:** Affordability is defined by housing costs that do not exceed 30% of the occupant, owner, or renter's annual wages or salary. Housing costs include rent, mortgage payments, home owner association fees, utility and heating costs, property and renter's insurance and taxes, etc.

**What We Believe:** FHT believes in assisting the low to moderate income, working family, many of whom are young and just starting out. We feel they are essential to the future health, diversity and composition of our town, and because of this we encourage them to put down roots by working and living locally.

Clancy Construction  
217 Clinton Ave  
Falmouth, MA 02540  
Tel 508-265-4911  
Gregclancy7@comcast.net  
[www.ClancyConstruction.org](http://www.ClancyConstruction.org)  
Construction Supervisor License: CS-085247 exp: 03/02/2021  
Home Improvement Contractor License: 178596 exp: 05/04/2020



AUGUST 27, 2019

**Falmouth Housing Trust**

Lot 2C Lewis Neck Road Falmouth, MA 02540

RE: Greg Clancy Construction, Inc.

To Whom It May Concern:

Greg Clancy Construction has been in business for over 20 years. Greg is a reliable builder who has extensive experience as a general contractor and a subcontractor. Adept at interpreting a wide variety of project drawings managing a small or large crew and ensuring that the proper permits were secured for each project. Specializes in large scale residential remodeling projects and residential new builds.

Over the past year, Greg Clancy Construction has built many new custom homes and renovation jobs. Below is a list of addresses of completed jobs and current jobs.

A few Completed New Custom Homes:

- 737 Main Street Mashpee, Ma 02649
- 9 Albert Lane East Falmouth, MA 02536
- 10 Albert Lane East Falmouth, MA 02536
- 3 Pam's Way East Falmouth, MA 02536
- 11 Redlands Road East Falmouth, MA 02536
- 112 Hayway Road East Falmouth, MA 02536
- 116 Hayway Road East Falmouth, MA 02536

Greg Clancy Construction completed our first affordable housing project for Falmouth Housing Trust located at 72 Deer Pond Road in April 2019. From start to finish the project ran very smoothly and everyone was very pleased with the final product and we look forward to working with Falmouth Housing Trust in the future.

Should you need any further information or documents from Greg Clancy Construction, please don't hesitate to reach out to us.

Sincerely,

8/27/19

Greg Clancy

OWNER, Greg Clancy Construction, Inc.

## RESUME

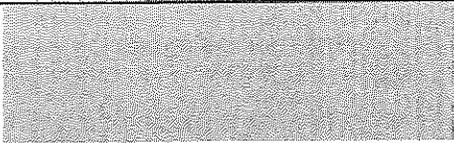
**Laura M. Moynihan** is the Executive Director of the Falmouth Housing Trust, Inc. She obtained her law degree from the University of British Columbia (L.L.B, 1990), Vancouver, British Columbia, Canada. She was admitted to practice law in the Province of British Columbia in 1991 and the state and federal courts of Massachusetts in 1995. Attorney Moynihan practiced law as a litigation attorney with the firm of Ferguson Gifford in Vancouver, British Columbia from 1991 to 1993. She practiced law as an associate attorney with Ament & Ament, Attorneys, in Falmouth, Massachusetts, from 1995 to 2006 where she specialized in residential and commercial real estate transactions, estate planning and estate administration, as well as local, county and state zoning and land use matters. From 2006 to 2023, Attorney Moynihan practiced law as a sole practitioner with an office in downtown Falmouth, Massachusetts. She concentrated her practice in estate planning and estate administration, as well as real estate transactions and zoning and land use matters, including representation before the Town of Falmouth and Cape Cod Commission in development and redevelopment projects, affordable housing approvals, licensing hearings, and conservation restriction approvals.

Attorney Moynihan has extensive experience in affordable housing development work within the Town of Falmouth, representing clients in the design, permitting, financing and regulation/monitoring process with respect to such projects. Her private practice clients included the non-profit Falmouth Housing Corporation and Falmouth Housing Trust, Inc., as well as private developer clients. Attorney Moynihan has provided legal representation for the following affordable housing developments within the Town of Falmouth:

Falmouth Housing Trust, Inc. - East Ridge Road, St. Marks Road, One Chancery Lane, 72 Deer Pond Road, Lewis Neck Road, Sam Turner Road;

Falmouth Housing Corporation – Gifford Street Housing, Tatakot Apartments, Veterans Park, Little Pond Place, 704 Main Street, Ward & Chester Street Housing, Scranton Main Apartments;

Other: Courtyard Apartments, Locustfield Estates, North Falmouth Highway (Megansett Crossing), Hunt Street, Wise Living at Falmouth, Wise Living at Woods Hole



FAHF Application  
Attachment

**ONE STOP  
APPLICATION**



## Section 3 SOURCES AND USES OF FUNDS

Sources of Funds										
<b>Private Equity:</b>					<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:			\$0						
<b>Public Equity:</b>										
85 .	HOME Funds, as Grant	\$								
86 .	Grant:	Falmouth AHF		\$100,000						
87 .	Grant:			\$						
88 .	<b>Total Public Equity</b>			<b>\$100,000</b>						
<b>Subordinate Debt (see definition):</b>					<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 .	<b>Total Subordinate Debt</b>	<b>\$0</b>								
<b>Permanent Debt (Senior):</b>					<i>Amount</i>	<i>Rate</i>	<i>Override</i>	<i>Amortiz.</i>	<i>Term</i>	<i>MIP</i>
95 .	MHFA	MHFA Program 1	N/A	%	%	yrs.	yrs.	%		
96 .	MHFA	MHFA Program 2	\$	%	%	yrs.	yrs.	%		
97 .	MHP Fund Permanent Loan		\$	%		yrs.	yrs.	%		
98 .	Other Permanent Senior Mortgage		\$	%		yrs.	yrs.	%		
	Source:									
99 .	Other Permanent Senior Mortgage		\$	%		yrs.	yrs.	%		
	Source:									
100 .	<b>Total Permanent Senior Debt</b>		<b>\$0</b>							
101 .	<b>Total Permanent Sources</b>									
<b>Construction Period Financing:</b>					<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?

	<i>DF</i>	<i>Trade Item</i>	<i>Amount</i>	<i>Description</i>
107 .	3	Concrete		
108 .	4	Masonry		
109 .	5	Metals		
110 .	6	Carpentry		
111 .	6	Finish Carpentry		
112 .	7	Waterproofing		
113 .	7	Insulation		
114 .	7	Roofing		
115 .	7	Sheet Metal and Flashing		
116 .	7	Exterior Everything and deck		
117 .	8	Doors		
118 .	8	Windows		
119 .	8	Interior work		
120 .	9	Lath & Plaster		
121 .	9	Drywall		
122 .	9	Tile Work		
123 .	9	Acoustical		
124 .	9	Wood Flooring and All		
125 .	9	Counters-Kitchen and baths		
126 .	9	Carpet		
127 .	9	Painting, pressure wash		
128 .	10	Specialties		
129 .	11	Special Equipment		
130 .	11	Cabinets & vanities		
131 .	11	Appliances		
132 .	12	Blinds & Shades		
133 .	13	Modular/Manufactured		
134 .	13	Special Construction		
135 .	14	Elevators or Conveying Syst.		
136 .	15	Plumbing and fixtures		
137 .	15	Heat & Ventilation		
138 .	15	Air Conditioning		
139 .	15	Fire Protection		
140 .	16	Electrical		
141 .		Electricity and Heat during project		
142 .		Other/misc		
143 .		<b>Subtotal Structural</b>		
144 .	2	Earth Work		
145 .	2	Septic		
146 .	2	Roads & Walks		
147 .	2	Site Improvement		
148 .	2	Lawns & Planting		
149 .	2	Geotechnical Conditions		
150 .	2	Environmental Remediation		
151 .	2	Demolition and removal		
152 .	2	Unusual Site Cond		
153 .		<b>Subtotal Site Work</b>		
154 .		<b>Total Improvements</b>		
155 .	1	General Conditions		
156 .		<b>Subtotal</b>		
157 .	1	Donation from MidCape Homes		
158 .	1	Builders Profit		
159 .		<b>TOTAL</b>		

160 Total Cost/square foot:

**Development Budget:**

	Total	Residential	Commercial	Comments
161 . Acquisition: Land	\$100,000			
162 . Acquisition: Building	\$0			
163 . Acquisition Subtotal	\$100,000	\$0	\$0	
164 . Direct Construction Budget	\$0	\$0		(from line 159)
1 . Subtotal: Construction	\$0	\$0	\$0	

**General Development Costs:**

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

29 . Subtotal: Acquis., Const and Gen. Dev.	\$100,000	\$0	\$0	
---------------------------------------------	-----------	-----	-----	--

30 . Capitalized Reserves	\$0			
31 . Developer Overhead				
32 . Developer Fee	\$0			

33 . Total Development Cost	\$100,000		\$0	TDC per unit	N/A
-----------------------------	-----------	--	-----	--------------	-----

34 . TDC, Net	\$100,000	\$0	\$0	TDC, Net per unit	N/A
---------------	-----------	-----	-----	-------------------	-----

**Additional Detail on Development Pro-Forma:**

35. Gross Syndication Investment N/A

**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 \$0

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 \$0

50. Letter of Credit Requirements

51. Total of the Above \$0

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 N/A

53. Cost of Sales (Commissions, etc.) \$

54. Net Receipt from Sales \$0

**Debt Service Requirements:**

55. Minimum Debt Service Coverage

56. Is this Project subject to HUD Subsidy Layering Review? No

*Optional user comments*

FAHF Application

Attachment

**BANK LETTER/**

**REFERENCE**



April 1, 2024

Laura M. Moynihan  
Executive Director  
Falmouth Housing Trust, Inc.  
PO Box 465  
Falmouth, MA 02541

Re: Falmouth Housing Trust, Inc.  
Waquoit Hwy Project, East Falmouth  
Six individual home project

The Cape Cod Five Cents Savings Bank is proud of the work that we have done with the Falmouth Housing Trust, Inc. with respect to financing past projects, including the most recent 4 homes at Sam Turner Road. We look forward to the opportunity to work together again on this important project proposed for 419 Waquoit Highway.

We understand that the borrower will create six (6) individual homes consisting of three (3) two-bedroom homes and three (3) three-bedroom homes. The Massachusetts 40B law mandates that 25% of the dwelling units will be affordable to those earning no more than 80% of AMI (Annual Median Income). In this case, this project qualifies under 40B regulations with 33 1/3% of the houses being sold to those at 80% of AMI.

Our construction financing team has the project under review at this time for the purposes of potential issuance of commitment letter for construction financing. We will update you as this work proceeds over the next couple of weeks.

Very truly yours,

A handwritten signature in black ink, appearing to read "K. Holmes".

Kevin M. Holmes  
Vice President



FAHF Application

Attachment

**OWNER  
AUTHORIZATION**

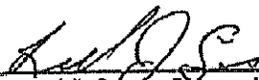


**OWNER'S AUTHORIZATION to  
PLAN & PERMIT FILING/APPLICATIONS**

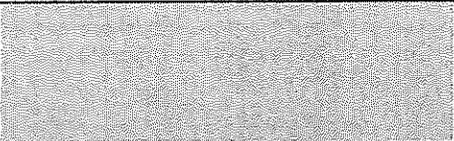
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This is to confirm that the undersigned owner of property at 419 Waquoit Highway, East East Falmouth, Massachusetts 02536 (the "Property") has authorized and consents to the filing of all permit applications and approvals necessary for curb cut approval for the Property and approval of a plan to divide the Property by Approval Not Required Plan in the substantially the same form attached hereto, which permit applications and approvals may include application to the Falmouth Planning Board, Massachusetts Department of Transportation, and/or Town of Falmouth Department of Public Works, and the undersigned hereby agrees to sign any permit applications related thereto as necessary to such applications upon request of The 300 Committee, Inc., as buyer of the Property pursuant to a purchase and sales agreement dated on or about January 5, 2024.

Estate of Milton L. Servis

  
By: Leonard J. Servis, Personal Representative

Date: 1/4/24



FAHF Application

Attachment

**APPRAISAL**



**REAL PROPERTY APPRAISAL  
OF THE PROPERTY LOCATED AT  
419 WAQUOIT HIGHWAY  
EAST FALMOYTH, MA**



**PREPARED FOR:**

**THE 300 COMMITTEE LAND TRUST  
157 LOCUST STREET  
FALMOUTH, MA 02540  
&  
FALMOUTH HOUSING TRUST  
PO BOX 465  
FALMOUTH, MA 02540**

**EFFECTIVE DATE OF APPRAISAL:**

**MAY 18, 2023**

**BY:**

**CLANCY APPRAISAL COMPANY, INC.  
REAL ESTATE APPRAISERS AND CONSULTANTS  
24 SPRING BARS ROAD, #3B  
FALMOUTH, MASSACHUSETTS 02540**

**CLANCY APPRAISAL CO., INC.**  
**24 Spring Bars Road, #3B**  
**Falmouth, MA 02540-3910**  
**(808) 540-9515 – Fax (808) 540-6586**  
**Email [info@clancyappraisal.net](mailto:info@clancyappraisal.net)**

June 1, 2023

Ms. Jessica K. Whritenour  
Executive Director  
The 300 Committee Land Trust  
157 Locust Street  
Falmouth, MA 02540

Ms. Karen L. Bissonnette, CFRE  
Executive Director  
Falmouth Housing Trust  
PO Box 465  
Falmouth, MA 02540

RE: 419 Waquoit Highway  
East Falmouth, MA

Dear Ms. Whritenour and Ms. Bissonnette,

In accordance with your request, I have appraised the hypothetical 3 Lots consisting of a **3.8 acre** site located at 419 Waquoit Highway, East Falmouth, MA. This Real Property Appraisal utilizes a Restricted Appraisal Report.

The Intended Use of this Restricted Appraisal Report is to provide an opinion of the Market Value of the 3.8 acre site for a possible acquisition. **A Cape & Islands Engineering Conceptual Subdivision Plan with 3 residential lots on a 3.8 acre site with a 1,177 SF 1-story dwelling was analyzed.** The Intended Users are The 300 Committee Land Trust, The Compact of Cape Cod Conservation Trusts, The Falmouth Housing Trust and MA Department of Conservation and Recreation (DCR).

**The appraiser analyzed a Conceptual Subdivision Plan created by Cape & Islands Engineering. The 3 lot subdivision is Not the Highest & Best Use. The appraiser considers an Extraordinary Assumption that the land could potentially be utilized as a 2-lot subdivision. The subdivision plan needs to be submitted to the Planning Board for approval.**

This report is based upon the appraiser's personal inspection of the subject properties. After a thorough examination of all the data contained in this report, it is my opinion that the Market Value of the Fee Simple Estate of the above-captioned properties with the Highest & Best Use as specified above, as of May 18, 2023, is as follows.

Based upon the foregoing facts, and after carefully analyzing all of the data discussed in this report, it is my opinion that the Market Value, of the Fee Simple Estate, of the subject property, as a 2 Lot Subdivision, as of May 18, 2023, is **\$870,000.**

**EIGHT HUNDRED SEVENTY THOUSAND DOLLARS**  
**\$870,000**

If I may be of further assistance to you, please feel free to call upon me.

Respectfully submitted,

*Joseph M. Clancy*

**Appraiser:**

Joseph M. Clancy, MRA

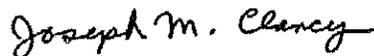
MA Certified General #76

## CERTIFICATION OF APPRAISAL

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

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and they are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice* ("USPAP").
8. Joseph M. Clancy has made a personal inspection of the property on May 18, 2023 and on July 27, 2022, that is the subject of this report.
9. No one else provided significant real property appraisal assistance to the person signing this certification.
10. This appraisal report has been made in conformity with and is subject to the requirements of the Code of Professional Ethics and the Standards of Professional Conduct of the Massachusetts Board of Real Estate Appraisers, with which the Appraiser is affiliated.
11. I am appropriately licensed and certified to appraise the subject property in the state in which it is located.
12. The signatory appraiser has provided prior services regarding the subject property in the prior 3 years.

Respectfully submitted,



**Appraiser:**

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

## STATEMENT OF LIMITING CONDITIONS

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

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

## STATEMENT OF LIMITING CONDITIONS (Continued)

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

### STATEMENT OF LIMITING CONDITIONS (Continued)

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

There is no Hypothetical Conditions to this appraisal.

## SUMMARY OF SALIENT FACTS AND CONCLUSIONS

PROPERTY APPRAISED: 419 Waquoit Highway – 3.8 Acres  
Map 30 01 004 000

RIGHTS APPRAISED: Fee Simple Estate

VALUE APPRAISED: **AS IS Market Value**

DATE OF APPRAISED VALUE: May 18, 2023

RECORD OWNER: Estate of Milton L. Servis

HAZARDOUS WASTE  
CONDITIONS: None apparent

ZONING: Residential A

IMPROVEMENTS: 1,177 SF 3-bedroom dwelling

TOTAL LAND AREA: 3.8 acres

HIGHEST & BEST USE: Develop site with 2 residential lots

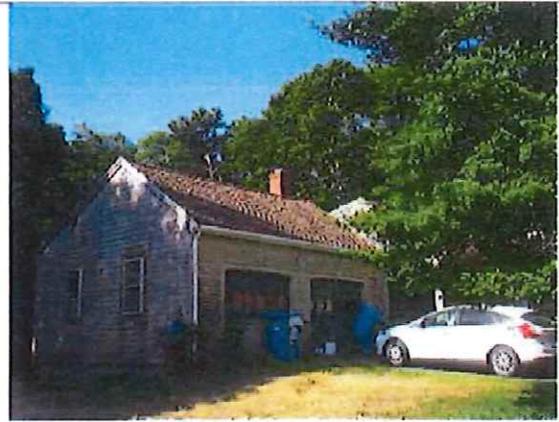
EXPOSURE TIME: 6-12 months

INDICATION OF VALUE: **\$870,000**

**SUBJECT PHOTOS**



**FRONT**



**ATTACHED GARAGE**



**REAR**



**FRONT PORCH**



**STREET SCENE**



**KITCHEN**

**SUBJECT PHOTOS**  
**Interior Photos taken 07/27/2022**



**LIVING ROOM**



**BEDROOM**



**BATHROOM**



**BEDROOM**



**BASEMENT**



**FRONTAGE for 2.77 ACRE VACANT LOT**

## INTENDED USE/USERS OF APPRAISAL

The Intended Use of this Restricted Appraisal Report is to provide an opinion of the Market Value of the 3.8 acre site for a possible acquisition. A **Cape & Islands Engineering Conceptual Subdivision Plan with 3 residential lots on a 3.8 acre site with a 1,177 SF 1-story dwelling was analyzed.** The Intended Users are The 300 Committee Land Trust, The Compact of Cape Cod Conservation Trusts, The Falmouth Housing Trust and MA Department of Conservation and Recreation (DCR)

## DEFINITIONS

**Market Value** is defined as:

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

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

**Fee Simple Estate** is defined as:

“Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat.”<sup>2</sup>

**Restricted Appraisal Reports:** Standards Rule 2-2 states that when intended users do not include parties other than the client, a Restricted Appraisal Report may be provided. The essential difference of a Restricted Appraisal versus a Self-Contained or Summary Appraisal report is the limited amount of information provided. Information and data are *stated* as opposed to being described or summarized. The underlying reasoning for this abbreviated level of communication is that the client is assumed to have a sufficient level of knowledge to enable him or her to understand a report of this type. If unformed intended users were to be given such an abbreviated report, they could easily misunderstand it or potentially be misled.

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

<sup>2</sup> Appraisal Institute, Fifth Edition, Chicago, Illinois, Page 78.

## SCOPE OF WORK

The appraiser was requested to provide a Real Property Appraisal utilizing a Restricted Appraisal Report.

Accurately providing an opinion of the Market Value requires an inspection of the subject property. **A Plan was reviewed, and an analysis was provided for a potential 3 lot Grid Subdivision.** The appraisal is a summary of the methods and sources used, and the steps taken to competently value the subject property. The contractual agreement here was to provide the As Is Market Value of the Fee Simple interest of the subject property as of a current date.

The first step was to inspect the property site in order to gain as much information as possible regarding the physical and functional features of the overall property. A full interior/exterior was done on **July 27, 2022**. **An exterior inspection was completed on May 18, 2023**. The next phase of information gathering included obtaining a recorded deed and reviewing information at several town offices including the assessor's records, tax information, zoning bylaws and map, building department, and special permit granting authority.

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

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

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

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

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

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

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

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

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

Title to **419 Waquoit Highway** is recorded in the Recorded Deed in Book 28852 Page 154 in the Barnstable County Registry of Deeds, dated May 8, 2015 in the name of the **Milton L. Servis** for consideration of \$10.00 from Blanche C. Servis.

**RECORDED DEED**

Bk 28852 Pg154 #20233

05-08-2015 @ 09:18a

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OFFICIAL  
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Property Location: 419 Waquoit Highway, East Falmouth, Barnstable County  
Massachusetts  
Title not examined

**QUITCLAIM DEED**

I, Blanche C. Servis of 419 Waquoit Highway, East Falmouth, Barnstable County, Massachusetts  
02536

in consideration of less than Ten (\$10.00) Dollars,

grant all my right, title and interest to Milton L. Servis, Individually, of 419 Waquoit Highway,  
East Falmouth, Barnstable County, Massachusetts, 02536,

with *QUITCLAIM COVENANTS*,

the land in that part of the Town of Falmouth known as Waquoit, Massachusetts, (on the southerly  
side of Route No. 28) and bounded and described as follows:

- NORTHERLY by Massachusetts State Highway No. 28;
- EASTERLY by land now or formerly of Ada M. Little and Ellen Little;
- SOUTHERLY by Bournes Pond; and
- WESTERLY by land now or formerly of Mary O. Lamb.

Said premises being the southerly portion of premises conveyed to the said Elizabeth B. Ward by  
deed of Stearns D. Ward, recorded with Barnstable County Deeds, Book 333, Page 370, and  
containing approximately three and 19/100 (3.19) acres of land, more or less.

Subject to any and all existing rights, reservations, restrictions, easements and encumbrances still  
in force and effect.

Prepared by Patricia Mello & Associates, P.C.  
766 Falmouth Road, Unit A-9  
Mashpee, MA 02649  
508-477-0267

**RECORDED DEED**

Bk 28852 Pg155 #20233

NOT NOT  
For Grantor's title see Deed of Milton L. Servis and Blanche C. Servis recorded with said Registry  
of Deeds in Book 22508, Page 314A L OFFICIAL  
COPY COPY

WITNESS my hand and seal this 5<sup>th</sup> day of May 2015. NOT  
AN AN  
OFFICIAL OFFICIAL  
COPY COPY

Blanche C. Servis  
Blanche C. Servis

**COMMONWEALTH OF MASSACHUSETTS**

Barnstable, ss

On this 5<sup>th</sup> day of May 2015, before me, the undersigned notary public, personally appeared Blanche C. Servis, and proved to me through satisfactory evidence of identification, which was ~~not~~ personal knowledge of identity or \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that Blanche C. Servis signed it voluntarily for its stated purpose.

Margaret Barad



Prepared by Patricia Mello & Associates, P.C.  
766 Falmouth Road, Unit A-9  
Mashpee, MA 02649  
508-477-0267  
2

**BARNSTABLE REGISTRY OF DEEDS**  
John F. Meade, Register

Deed



## PROPERTY DATA

### Site Description:

<u>Assessor' ID</u>	<u>Site Size</u>	<u>FY 2023 Assessment</u>	<u>FY 2022 Taxes</u>
419 Waquoit Highway	3.8 Acres	\$513,1000	\$3,691.40

The site contains 3.8 acres of land improved with a 1,177 SF 3- bedroom dwelling. The dwelling was built in 1946 and is in poor to fair condition. There is 332.7' of road frontage. Utilities consist of overhead Electric, telephone, & cable TV, town water, and natural gas. *No information available about cesspool or septic system.*

After a review of the Falmouth GIS Map 30 01 004, there does not appear to be any wetlands. The site is partially cleared at the front for the dwelling. The frontage is covered with large trees that need trimming or removal to make the dwelling more usable. The remainder of the site is densely wooded and extends over 700' to Bourne Pond in the rear. There are no views or paths leading to this 10.7 acre freshwater pond.

A Conceptual Subdivision Plan was completed by Cape & Islands Engineering showing a Hypothetical 3 lot grid subdivision. This will be discussed further in Highest & Best Use.

Site is located in Non Hazard Flood Zone X per map 25001C0734J dated July 16, 2014. Site is within a Coastal Pond

### Description of Improvement

There is a 1-story 1,177 SF wood frame dwelling was built in 1946 with a kitchen, living room, dining room, 3 bedrooms, & 1.5 bathrooms, 190 sf open porch, 338 sf deck and a 576 sf attached garage. A 600 SF unfinished basement has standing water and possible damage to foundation wall. The dwelling was built in 1946 & is in poor/fair condition.

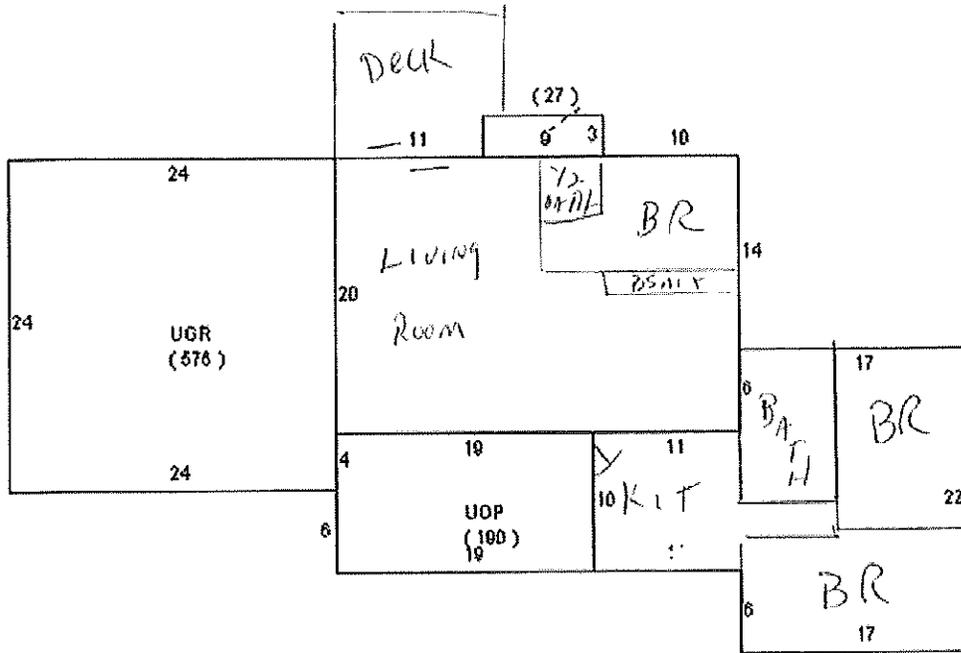
### Zoning:

The subject property is located in a Residential A – RA Zoning District, that requires a minimum lot area of 45,000 SF, 100 feet of road frontage, and 150 feet of average width. The site is also within Coastal Pond Overlay District (Stabilization Area).

Principal permitted uses are single family dwellings.

**The appraiser reviewed a Conceptual Subdivision Plan created by Cape & Islands Engineering. This Plan will be discussed in an analysis of The Highest & Best Use. This creates an Extraordinary Assumption that the land could potentially be utilized as a 3-lot subdivision. The plan has not been submitted to the Planning Board for approval.**

# BUILDING SKETCH



# ASSESSOR'S MAP



## THE APPRAISAL PROCESS

The Intended Use of this Restricted Appraisal Report is to provide an opinion of the Market Value of the 3.8 acre site for a possible acquisition. **The Effective Date of the appraisal is May 18, 2023.** This is achieved by a systematic gathering, classification and analysis of data that is required in the development and consideration of the three approaches to value: the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach.

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

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

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

### VALUATION RATIONALE:

The subject property is currently a developable property with 3.80 acres. A 3 lot market rate grid residential subdivision with a road will be analyzed.

**The 3 Lot grid subdivision is analyzed as part of developing an opinion of the Market Value AS IS. A 2 lot Subdivision Analysis with individual dwelling & lot sales will be utilized to obtain the As Is Market Value.**

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

The Sales Comparison Approach will be developed for the dwelling & land and for vacant land.

## HIGHEST AND BEST USE

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

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

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

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

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

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

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

**AS IF VACANT:** The site is made up of 3.8 acres and is considered further developable. A Conceptual Subdivision Plan with 3 house lots ranging in size from 45,003 SF to 46,542 SF. SFR dwelling sites are physically possible given the topography, soil conditions, potential roadway, and utilities to be constructed. SFR dwelling sites are considered financially feasible as vacant house lots are in short supply. SFR dwelling sites are considered the maximally productive use of the site. The road length with an estimated cost to construct of \$180,000, makes a 3-lot subdivision **NOT** financially feasible. The rear lot needs a long driveway with utilities; therefore, diminishing its value. Therefore, the Highest & Best use of the site is to develop the 3.8 acres with the 2 SFR dwelling sites and **No** road. The existing dwelling will be valued as land & building on **Lot 1 with 1.03 acres** with a walkway access to the pond. Lots 2 & 3 and subdivision road are eliminated. This leaves a larger **lot 2 with 2.77 Acres** and pond frontage. No Cost of Development is required for a two-lot subdivision.

**AS IMPROVED:** 419 Waquoit Highway is a 3 BR dwelling and is considered the highest & best use on a 1.03 acre site with pond access.

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

<sup>2</sup> Ibid page 93

## THE SALES COMPARISON APPROACH

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

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

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

The following comparable sales data describes the sales used to provide an opinion of the individual market value of a 2.77 acre vacant lot in the subdivision from sales of similar building lots in Falmouth.

### VACANT LAND SALES

Address	Lot Size	Sales Price	Sale Date
Lot 5 Clam Lane	16,736 SF	\$300,000	10/25/2022
L-71A Ben Davis Road	21,301 SF	\$247,500	9/16/2022
Lot 5B Fernwood Road	41,000 SF	\$340,000	9/30/2022
66 Fox Run	15,246 SF	\$315,000	6/16/2023 P
12 Quimby Lane	23,495 SF	\$280,000	9/16/2022
146 Central Avenue	3.90 Acres	\$400,000	3/29/2023
79 Rivers Edge Road	18,495 SF	\$350,000	1/6/2023

## THE SALES COMPARISON APPROACH

The following comparable sales data describes the sales used to provide an opinion of the market value of the land & building of Lot 1 in the subdivision from sales of similar dwellings in Falmouth.

### DWELLING SALES

Address	Dwelling Size	Sales Price	Date
55 Central Avenue	1,788 SF	\$529,000+	Pending 7/17/2023
25 Ginger Street	1,616 SF	\$450,000	Listing
160 Central Avenue	1,482 SF	\$480,000	12/9/2022
36 Harvard Drive	1,112 SF	\$475,000	5/5/2023
525 Carriage Shop Road	1,200 SF	\$520,000	7/7/2022

### ANALYSIS AND CONCLUSIONS:

These three recent East Falmouth dwelling & land sales yield an indicated value range for comparable dwellings of \$475,000 to \$520,000, with an average sales price of **\$491,667**, with a midpoint of **\$480,000**.

**Sale #1** is the best comparable for the subject dwelling. The list price is **\$529,000** with a sales price to be above asking. Closing is due on 7/17/2022. Dwelling has had tenants since 2011 with extensive deferred maintenance and a failed septic system.

**Sale #2** is an Active Listing at **\$450,000**. The Dwelling has been *guttled* with no interior finish. Dwelling needs all new rough wiring, plumbing, insulation, drywall, and a heating system. The kitchen & baths are not functional.

**Sale #3** sold for **\$480,000**. The Dwelling has had some updates; needs cosmetic work according to the broker. Site size is .26 acre.

**Sale #4** sold for **\$475,000**. The Dwelling was built in 1968 with no updates reported. There is a porch and a private yard. The site size is .19 acre.

**Sale #5** sold for **\$520,000**. The Dwelling has electric heat and has some new windows. The expandable second floor needs to be finished. Site size is 1.02 acres.

These five dwelling sales form the basis of Lot 1 with 45,006 SF with a 3 bedroom dwelling in poor/fair condition and has a value of **\$490,000**.

These six recent Falmouth land sales yield an indicated value range for comparable building lots of \$247,500 to \$400,000, with an average sales price of **\$275,214**, with a **midpoint of \$315,000**. These six land sales and one pending sale form the basis of the

value for the 2.77 acre with pond frontage. This lot has a good shape factor to accommodate a new dwelling and is back from the highway and has a value of \$380,000.

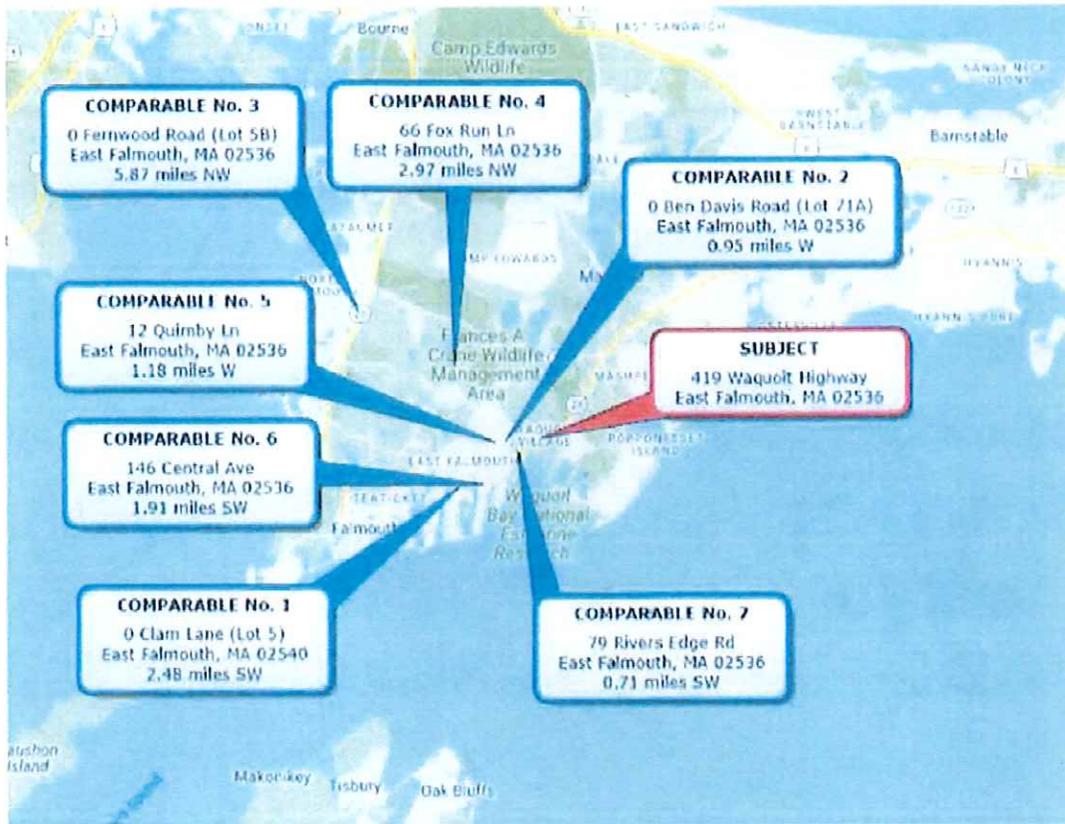
The individual values are summarized below.

Lot 1 – w/45,006 SF = \$490,000

Lot 2 – w/2.77 Acres = \$380,000

**Total Value = \$870,000**

## VACANT LAND SALES LOCATION MAP



## DWELLING SALES LOCATION MAP



**RECONCILIATION OF VALUE  
AND FINAL VALUE OPINION**

The Cost Approach and Income Approach are NOT considered an applicable approach for the appraisal of vacant land/lots.

**The Sales Comparison Approach** involves direct comparison of the most similar type properties in the area and in comparable areas. This Sales Comparison Approach utilized an analysis for the 3.8 acres. The Client provided a Conceptual 3 lot Grid Subdivision.

The conclusion for 3 lot subdivision was not financially feasible due the road costs and long driveway need for proposed lot 3. Therefore, a 2 lot subdivision was considered with the dwelling on a 1.03 acre site and the remainder 2.77 acres in the rear with pond frontage was developed. Sales of house lots and dwellings & land were summarized. There is an assumption that a 2-lot subdivision would be approved by the Falmouth Planning Board.

The indicated value for 419 Waquoit Highway as of May 18, 2023 is \$870,000.

Based upon the foregoing facts, and after carefully analyzing all of the data discussed in this report, it is my opinion that the Market Value, of the Fee Simple Estate, of the subject property, as a 2 Lot Subdivision, as of May 18, 2023, is \$870,000 for the 3 BR Dwelling at 419 Waquoit Highway on lot 1 and 1 potential 2.77 acre vacant lot.

**EIGHT HUNDRED SEVENTY THOUSAND DOLLARS**  
**\$870,000**

The appraiser analyzed a Conceptual Subdivision Plan created by Cape & Islands Engineering. The 3 lot subdivision is Not the Highest & Best Use. The appraiser considers an Extraordinary Assumption that the land could potentially be utilized as a 2-lot subdivision. The subdivision plan needs to be submitted to the Planning Board for approval.

\*\*\*\*\*

As a test of reasonableness, I cite a sale at 159 Fresh Pond Road, East Falmouth. A 1,012 SF Farmhouse with a detached garage and outbuildings situated with 7.36 acres of developable land, sold for \$925,000 on 3/15/2023. The property was marketed at \$1,050,000 and took 170 days to sell. A 4 to 5 lot development appears to be the Highest & Best use for this property.

This supports the \$870,000 conclusion for the subject property.

## QUALIFICATIONS OF JOSEPH M. CLANCY, APPRAISER

### EDUCATIONAL BACKGROUND:

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

### APPRAISAL EDUCATION:

1972 – Northeastern University, Fundamental Real Estate Appraisal

1973 – Northeastern University, Advanced Real Estate Appraisal

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

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

1985 – American Society of Appraisers, Code of Ethics Exam

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

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

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

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

<u>Date</u>	<u>Courses/Seminars</u>	<u>School/Organization</u>
6/26/14	Restaurant Valuation Issues 10220237 (7 hours)	MBREA
11/11/14	Appraisal of Self Storage Facilities 10480137 (7hrs)	McKissock
4/4/15	Appraisal of Fast Food Facilities 10480145 (7hrs)	McKissock
2/8/16	USPAP Update Seminar-(V.2016-17) (7 hours)	McKissock
1/2/17	Appraisal of Land subject to Ground Leases 10480146 (7 hours)	McKissock
2/19/17	Appraisal of Industrial Incubators 10480151 (7hrs)	McKissock
4/27/17	Appraisal of Owner-Occupied Commercial Properties 10480150 (7hrs)	McKissock
1/15/18	USPAP Update Seminar (V.2018-19)(7 hours)	McKissock
4/4/18	Basic Hotel Appraising – Limited Service Hotels 630001 (7 hours)	McKissock
12/29/18	Advanced Hotel Appraising – Full Service Hotels 10480162 (7 Hours)	McKissock
3/7/19	Appraisal of Land Subject to Ground Leases 10480146 (7 Hours)	McKissock
11/2/20	USPAP Update Seminar (V.2020-2021)(7hrs)	McKissock
2/15/21	Sales Comparison: A Fresh Approach 1320031 (7hrs)	Hondros
3/7/21	Appraisal of Industrial & Flex Buildings 630057 (7hrs)	McKissock
3/28/21	Appraisal of Owner-Occupied Commercial Properties 10480150 (7hrs)	McKissock
2/2/22	USPAP Update Seminar (V.2022-2023)(7hrs)	McKissock
11/16/22	Appraisal of Assisted Living Facilities 10480143 (7hrs)	McKissock
3/26/23	The Basics of Expert Witness for Commercial Appraisers 630022 (7hrs)	McKissock

**MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS:**

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

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

Bank of Canton, Canton, MA  
 Boston Private Bank & Trust, Boston, MA  
 Cambridge Mortgage Group, LLC, Hingham, MA  
 Cape Cod Co-operative Bank, Yarmouthport, MA  
 Cape Cod Five, Orleans, MA  
 Chase Home Mortgage Corp., Approved Appraiser #10719

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

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

### Governmental Agencies:

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

### **EXPERIENCE:**

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

### **EXPERT WITNESS:**

Testified before the following tribunals:

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

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

**OTHER:**

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

**LICENSE:**

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

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

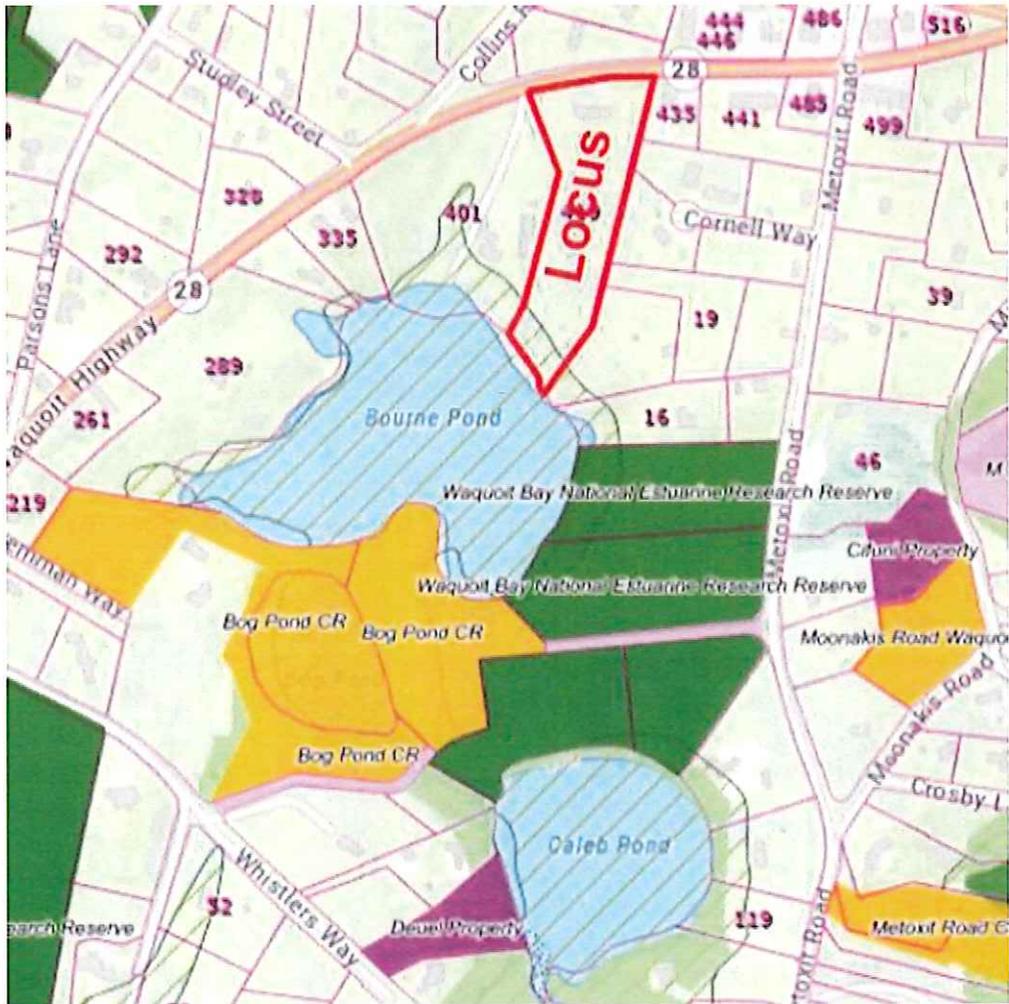
Fold, Then Detach Along All Perforations

**COMMONWEALTH OF MASSACHUSETTS**  
**DIVISION OF PROFESSIONAL LICENSURE**  
BOARD OF  
REAL ESTATE APPRAISERS  
ISSUES THE FOLLOWING LICENSE CERT  
GEN. REAL ESTATE APPRAISER

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

*Joseph M. Clancy*  
LICENSEE SIGNATURE

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





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

**MEMO**

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

**From:** Maureen Thomas, Community Preservation Coordinator *MT*

**Cc:** Sandra Cuny, CPC Interim Chair

**Re:** **CPC Recommendation – 419 Waquoit Highway – FHT FAHF Application**

**Date:** May 9, 2024

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On Thursday, May 9, 2024, the Community Preservation Committee (CPC) voted unanimously to make a recommendation to the Trustees in support of funding the Falmouth Housing Trust (FHT) 419 Waquoit Highway FAHF application in the amount of \$100,000 to go toward land acquisition for the purpose of developing deed-restricted affordable homes on the property.

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

## **OPEN SESSION**

### **BUSINESS**

6. Consider amendment to Memorandum of Understanding with Eversource regarding installation of electric cable under Shining Sea Bikeway ( **minutes** )



## AGENDA ITEM SUMMARY SHEET

**ITEM NUMBER:** Business 6.

**ITEM TITLE:** Consider amendment to Memorandum of Understanding with Eversource regarding installation of electric cable under the Shining Sea Bikeway

**MEETING DATE:** 5/20/2024

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

**SUBMITTED BY:** Peter M. McConarty – Director of Public Works

**ATTACHMENTS:** Town / Eversource MOU

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### PURPOSE:

Eversource is requesting to modify the Memorandum of Understanding (MOU) with the Town with regards to the construction start date along the bike path. Eversource requests a start date of October 15, 2024. The MOU states November to April.

### BACKGROUND/SUMMARY:

- Eversource is requesting the start date change to ensure that their underground vault and duct bank construction work along the bike path is completed by April, 2025. State permitting slowed their construction scheduling, and they are requesting this change in order to complete construction in the annual timeframe allotted without requiring a 2025 startup for completion.
- Falmouth Public Works and the Falmouth Bikeways / Pedestrian Committee has discussed this request at their quarterly meeting and they do not have any concerns with the construction starting two week earlier; they request proper

public notification if approved.

**DEPARTMENT RECOMMENDATION:**

The Department recommends that the Eversource request to change the construction start date from November 1<sup>st</sup> to October 15<sup>th</sup> is approved, and that the Select Board approve the attached amended Memorandum of Understanding.

**OPTIONS:**

- Motion to approve the amended Memorandum of Understanding with Eversource to change the construction start date associated with installing electric cable under the Shining Sea Bikeway from November 1, 2024 to October 15, 2024.
  
- Motion to deny approval of the amended Memorandum of Understanding with Eversource to change the construction start date associated with installing electric cable under the Shining Sea Bikeway from November 1, 2024 to October 15, 2024.

**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 amended Memorandum of Understanding with Eversource to change the construction start date associated with installing electric cable under the Shining Sea Bikeway from November 1, 2024 to October 15, 2024.

*Michael Renshaw*

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Town Manager

5/14/2024

Date

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding ("MOU") is entered into as of the 16<sup>th</sup> day of March, 2022 ("Effective Date"), by and between the Town of Falmouth, Massachusetts (the "Town") and NSTAR Electric Company d/b/a Eversource Energy ("Eversource"). The Town and Eversource are referred to herein collectively as the "Parties" and individually as "Party".

This MOU governs the principal effects on the Town of Eversource's proposal to construct, own, operate, and maintain a new approximately 2.7 mile 23-kilovolt ("kV") underground cable and conduit duct bank and manhole system for cables and communication and relay protection in the Town to connect from Eversource's substation located at Stephens Lane extending to and along Jones Road, Ter Heun Drive, onto the Shining Sea Bikeway, exiting the Shining Sea Bikeway onto Mill Road, and continuing to a Town beach parking lot on Mill Road, where land cables and lines will terminate and transition into a submarine cable that will exit the Town beach shoreline into Vineyard Sound and another set of cables, duct bank system and lines will extend from Mill Road down Surf Drive utilizing some existing duct bank and terminate as land cables at the Town owned beach parking lot at the Town's Surf Drive parking lot where the land cable will transition to submarine cable and exit the Town beach front shoreline into Vineyard Sound (herein referred to as the "Project").

**WHEREAS**, Eversource has a legal requirement to address electric transmission system reliability issues as identified from time to time and the Project is an essential public utility company reliability project that is needed to bring electric reliability to Martha's Vineyard ("Island") due to a failed submarine cable that serves the Island and the pending retirement of diesel generators currently providing electric service on the Island. The Project will also provide for future use of the new duct bank system for greater reliability for the residents in Falmouth. The Project will comply with all federal and regional reliability standards;

**WHEREAS**, Eversource will need to obtain grants of location and easements from the Town in connection with the use of the Town's roadways and property in support of the Project;

**WHEREAS**, both the Town and Eversource desire that the Project be constructed in a manner that minimizes impacts to the environment and disruption to the public directly resulting from the Project, provides reasonable assurance to the Town and its residents that such construction impacts will be mitigated, and facilitates the use of efficient construction methods;

**WHEREAS**, the Town desires to work cooperatively with Eversource to facilitate the work necessary in the Town to support the Project, in accordance with applicable law; and

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Town and Eversource agree as follows:

1. **Mitigation.** Eversource agrees to provide the Town compensation in the total amount of Eight Hundred Thousand Dollars (\$800,000) to mitigate Project construction impacts identified by the Town, and to provide the additional mitigatory support, all as specified below. The compensation will be paid by Eversource to the Town in two installments: (i) One Hundred Thousand Dollars (\$100,000) upon

approval of the Town Warrant Articles related to the Project, and (ii) Seven Hundred Thousand Dollars (\$700,000) upon the commencement of Project construction.

- i. Compensation in the amount of \$100,000 for the Town's restoration of Surf Drive, as impacted by the Project.
- ii. Compensation in the amount of \$250,000 for the Town to make additional changes in connection with the disruption caused by Project activities in the Shining Sea Bikeway path.
- iii. Compensation in the amount of \$250,000 for the Town to restore and pave the surface of the Depot Avenue parking lot, which will be used as a laydown area for the Project.
- iv. Compensation in the amount of \$200,000 for mitigation of Project impacts not specifically identified herein, including construction impacts—such as traffic, congestion, detours, etc.—economic impacts, and other impacts associated with Project construction.
- v. **Palmer Avenue Pole Relocations.** As a measure of additional mitigation of construction impacts on Palmer Avenue, Eversource agrees, prior to the start of construction on the bike path, at its sole cost, to relocate 15 poles on Palmer Avenue indicated on Eversource's survey, to achieve thirty-six inch (36") clearances. Eversource will work to acquire the land rights and permits necessary to effectuate the pole relocations listed in Exhibit A attached hereto.

2. **Additional Cooperation.** Eversource agrees to cooperate with the Town in its effort to install electric vehicle charging stations at the Palmer Avenue lot and other locations in the Town.

3. **Grant of Easement and Lease Consent.** Project implementation requires certain easements and a lease consent from the Town. The Select Board agrees to make a favorable recommendation during the April 2022 Town Meeting for the easement dispositions and the lease consent, as described in the April 2022 Town Meeting Warrant Article No. 22. This MOU and Eversource's obligations, identified herein, are contingent upon the Town's approval, by majority vote of the easement dispositions and the lease consent at the April 2022 Town Meeting as described in the Town Meeting Warrant Article. The Town agrees to expeditiously execute the easements and lease consent to Eversource on a form mutually agreed upon within forty-five (45) days of the Town meeting majority vote. The Town agrees the compensation offered to mitigate project impacts in connection with the easements satisfies the costs for the easements.

4. **Municipal Siting Approvals.** Eversource will seek all requisite approvals for the Project from the Town, including, but not limited to, grants of location and street opening permits, and will comply with the Town's standard conditions for utility projects associated with such approvals. The Town understands and acknowledges that time is of the essence and agrees to coordinate with Eversource to facilitate a timely review of the required Eversource grant of location petitions, street opening permits, and all other Town approvals that may be required for the Project.

5. **Construction Practices.**

i. **Work Hours.** Eversource and its contractors will conduct its construction activities between the hours of 7:00 A.M. and 6:00 P.M., Monday through Friday ("Normal Work Hours"). The Town acknowledges that in some instances, due to activities that must be conducted continuously, unforeseen circumstances, weather events, requirements of state or federal agencies, or other exigencies, Eversource may need to work outside of Normal Work Hours, including, without limitation, on a continuous, around-the-clock basis for an extended period. With prior

written approval of the Town, Eversource may extend work hours for such reasons ("Extended Work Hours"). In addition, Eversource or its applicable contractor(s) will provide reasonable advance notice, when practical, to the Town of circumstances that likely will require Extended Work Hours and the approximate duration of such work period.

Unless the Town has provided prior written approval, Project construction is not permitted during the summer season, running from Memorial Day to Labor Day, except no prior written approval is required for Project work performed at Eversource's substation property. Weather conditions permitting, the Town agrees to allow Eversource to work during months outside of the summer season, and agrees to the potential use of multiple crews at multiple sites to expedite the construction process and to reduce the overall duration of the Project. Construction planned in the Bikeway section shall be limited to the months when use is minimal, November to April.

ii. **Construction Contact.** Eversource will assign a direct and dedicated point of contact prior to the start of construction, for the Town to contact for quick response to construction-related questions for Eversource and/or its contractors. Eversource agrees to provide reasonably requested information and documents to the Town's point of contact, Town Engineer Jim McLoughlin, in a timely manner.

iii. **Noise.** Eversource will comply with the noise threshold requirements of the Massachusetts Department of Environmental Protection ("MassDEP") and applicable by-laws and/or regulations of the Town at all times throughout the Project. Eversource will also work with the Town to define mutually agreeable noise control measures when conducting any work outside of Normal Work Hours, that shall be no less stringent than as otherwise applicable by law including MassDEP and the Town's by-laws and regulations.

iv. **Traffic Control.** Construction activities within the Town will require traffic control and a Traffic Management Plan ("TMP"). Eversource and its contractors will consult with Town representatives, including the Police Chief, Fire Chief and Director of Public Works to develop a TMP consistent with the Massachusetts Department of Transportation standards and applicable Town by-laws and regulations, to minimize the impact of Project construction on traffic. The TMP shall address temporary traffic caused by all phases of the construction including, without limitation, material delivery, delivery and removal of major construction equipment, and post-construction street repair and paving. The above-described consultation with Town officials is intended to ensure due and proper coordination of the TMP with other projects underway in the Town. As part of its Grant of Location application, Eversource will provide the TMP to the Town for its review and approval.

The TMP will include provisions for emergency vehicle access, development of lane location adjustments and safe travel widths to maintain safe vehicle and bicycle traffic and pedestrian movement where appropriate, approximate duration and timing of lane closures (subject to change) and installation of traffic control signs and related traffic control equipment such as barricades, reflective barriers, and advance warning signs. Eversource will provide advance communication to affected businesses, Town officials, and the public of the timing and location of travel and parking restrictions at least 72 hours before the restrictions go into effect. If required, metal plates or similar temporary covers will be installed and maintained by Eversource, as needed, for the trench work to allow continuous passage of emergency vehicles through the Site.

vi. **Construction Staging and Equipment/Material Storage.** A laydown area will be needed to support construction of the Project ("Support Site"). The Town agrees to allow Eversource to utilize the Town's Depot Avenue parking lot for a Support Site during the Project. The Town also agrees

to the use of a portion of the Town Beach parking lot at Surf Drive during the installation of the coastal horizontal directional drilled (HDD) conduit, submarine cable landing manholes, and related equipment along Surf Drive. Eversource agrees to remove all installation equipment and materials and restore the Support Sites to the condition existing prior to the start of construction, upon Project completion.

vi. **Police Details.** The Town will use best efforts to provide police details during Project construction at locations agreed upon by the Town and Eversource and determined necessary by an agreed traffic and/ or pedestrian management plan. Eversource shall pay for the cost of the police details.

vii. **Dust Control and Bentonite Clay Slurry Used for HDD.** Eversource shall prepare a dust control plan to the Town's satisfaction, prior to the start of Project construction. In addition, Eversource and/or its contractor shall remove all excess clay used during the HDD process so that all the surfaces in the area of the work site will be clear and cleaned of any residual material to the satisfaction of Town officials.

viii. **Compliance with Laws.** Eversource shall ensure that the construction of the Project within the Town and all of its operations related thereto shall conform to and comply with all applicable laws. Eversource shall ensure that any subcontractors hired to perform construction of the Project in the Town shall be required to comply with all applicable laws and shall be adequately insured.

6. **Community Outreach.** Eversource will maintain its public outreach program during construction to inform the Town, residents, businesses, and abutting and nearby property owners of the status of the Project, including, without limitation, upcoming construction activities and schedules, and to respond to any public concerns and/or complaints in a timely manner. Eversource will utilize a variety of methods, which may include, a field Project outreach representative, mailings and/or door hangers to apprise residents of Project milestones and nearby construction activities, a method to answer questions regarding the Project in a timely fashion, as well as a method to report and achieve resolution to emergencies after business hours.

## 7. Miscellaneous.

7.1 **Notices.** Notices permitted or required under this MOU will be deemed received (a) upon personal delivery, (b) upon one (1) business day following pickup by overnight courier (*provided* a receipt for delivery is obtained), (c) by facsimile upon the sending party's receipt of an email confirmation, or (d) three (3) business days following mailing by certified mail, postage prepaid, return receipt requested. Said notices shall be provided to the following addresses:

To the Town:           Town of Falmouth  
                              ATTN: Town Manager  
                              59 Town Hall Square  
                              Falmouth, MA 02540  
                              Tel: 508-495-7320

To Eversource:       Deputy General Counsel  
                              Eversource Energy Service Company  
                              247 Station Drive  
                              SUM SE-100  
                              Westwood, MA 02090  
                              Tel: 1-617-424-2223

Either Party by written notice to the other Party may change the address or the persons to whom notices or copies thereof will be directed.

**7.2 Term.** This MOU will remain in effect until completion of the Project; *provided* that this MOU will terminate immediately without further obligation of either Party in the event Eversource notifies the Town that it is unable to obtain all land rights, permits, licenses, or any and all approvals by any state, federal or local agency or permitting authority necessary to construct the Project.

**7.3 Successors and Assigns.** This MOU is binding upon, and inures to the benefit of, Eversource, the Town, and their respective successors and assigns to the full extent permitted by law.

**7.4 Counterparts.** This MOU may be executed in one or more counterparts, each of which will be deemed an original and all of which, when taken together, will be deemed to be one instrument.

**7.5 Governing Law.** This MOU is governed by, and will be construed in accordance with, the laws of the Commonwealth of Massachusetts.

**7.6 Amendment.** This MOU may not be altered, modified, revised or changed, nor may any Party be relieved of its liabilities or obligations hereunder, except by written instrument duly executed by each of the Parties.

**7.7 Conditions of Permitting Agencies.** Without limiting anything herein, Eversource's obligations to the Town are subject to conditions imposed by the requirements of the permitting agencies pursuant to their respective orders and/or permits relative to the Project.

**7.8 Dispute Resolution.** Unless otherwise expressly provided for in this MOU, the dispute resolution procedures of this Section 7.8 shall be the exclusive mechanism to resolve disputes arising under this MOU between the Town and Eversource. The Town and Eversource agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this MOU. Any dispute that arises under or with respect to this MOU that cannot be resolved in the daily management and implementation of this MOU shall in the first instance be the subject of informal negotiations between management personnel from Eversource and the Town Manager of Falmouth, as the case may be, who shall use their respective best efforts to resolve such dispute. The period for informal negotiations shall not exceed thirty (30) days from the time the dispute arises, unless it is modified by written agreement of the Parties. The dispute shall be considered to have arisen when one Party sends the other Party a written notice of dispute. In the event that the Parties cannot resolve a dispute by informal negotiations, the Parties agree to submit the dispute to mediation. Within fourteen (14) days following the expiration of the time period for informal negotiations, the Parties shall propose and agree upon a neutral and otherwise qualified mediator. In the event that the Parties fail to agree upon a mediator, the Parties shall request the American Arbitration Association to appoint a mediator. The period for mediation shall commence upon the appointment of the mediator and shall not exceed sixty (60) days, unless such time period is modified by written agreement of the Parties involved in the dispute. The decision to continue mediation shall be in the sole discretion of each Party. The Parties will bear their own costs of the mediation. In the event that the Parties cannot resolve a

dispute by informal negotiations or mediation, either Party shall be entitled to seek judicial enforcement of this MOU. Notwithstanding the foregoing, injunctive relief may be sought without resorting to alternative dispute resolution to prevent irreparable harm that would be caused by a breach of this MOU. The venue for judicial enforcement of this Agreement shall be Barnstable County Superior Court, Massachusetts. In any such judicial action, the "Prevailing Party" shall be entitled to payment from the opposing Party of its reasonable costs and fees, including, but not limited to, attorneys' fees, arising from the civil action. As used herein, the phrase "Prevailing Party" shall mean the Party who, in the reasonable discretion of the finder of fact, most substantially prevails in its claims or defenses in the civil action.

**7.9 Insurance and Indemnification.**

i. Eversource shall maintain insurance coverage as required and appropriate for the Project, including insurance for claims arising out of injury to persons or property, relative to either sudden and accidental occurrences or non-sudden and accidental occurrences, resulting from construction of the Project in the Town. Eversource shall maintain or cause to be maintained insurance against such risks and for such amounts as are customarily insured against by businesses of like size and type. Eversource may cover portions of the risks described through a program of self-insurance.

ii. Eversource shall indemnify, defend and hold harmless the Town and its officers, employees, agents, representatives and independent contractors ("Town Indemnified Parties") from and against any and all costs, claims, liabilities, damages, expenses (including reasonable attorneys' fees and also reasonable attorneys' fees, consulting, engineering investigation, cleanup, response, removal and/or disposal costs directly or indirectly imposed on a Town Indemnified Party arising out of or in connection with environmental claims) and lien claims by subcontractors or suppliers or sub-subcontractors and sub-suppliers, causes of action, suits or judgments, incurred by, on behalf of or involving any one of the foregoing parties to the extent caused by (i) any material breach by Eversource of its obligations, covenants, representations or warranties contained in this MOU, (ii) Eversource's negligent or willful actions or omissions taken or made in connection with Eversource's performance of this MOU; (iii) any claims caused by the violation of any applicable laws by Eversource, its subcontractors or sub-subcontractors, or (iv) any claims caused by any and all work performed in connection with the Project.

iii. If a Town Indemnified Party seeks indemnification pursuant to this Section, the Town shall notify Eversource of the existence of a claim, or potential claim as soon as practicable after learning of such claim, or potential claim, describing with reasonable particularity the circumstances giving rise to such claim. Eversource shall be required to reimburse the Town for any documented costs associated with a claim for indemnification by a Town Indemnified Party within thirty (30) days of the Town's submission of its documented costs to Eversource. Upon written acknowledgment by Eversource that it will assume the defense and indemnification of a claim from a Town Indemnified Party, Eversource may assert any defenses which are or would otherwise be available to the Town Indemnified Party.

**7.10 Default.** Failure by either Party relative to its performance of any term or provision of this MOU shall not constitute a default under this MOU unless that Party fails to commence to cure, correct or remedy such failure within thirty (15) days of the receipt of written notice of such failure from

the non-defaulting Party and thereafter fails to complete such cure, correction or remedy within sixty (60) days of the receipt of such written notice, or, with respect to defaults that cannot be remedied within such sixty (60) day period, provided the Party exercises due diligence in the remedying of such default and further provided that in no event shall such time period extend beyond a total of one hundred and eighty (180) days from the receipt of such written notice.

7.11 **Authority.** The Parties warrant that the signatories to this MOU have the authority to act on behalf of the Parties.

7.12 **Entire Agreement.** The MOU constitutes the complete and entire agreement of the Parties with respect to the subject matter hereof.

7.13 **Severability.** Should any provision or section contained in this MOU be determined to be void, invalid, illegal, or unenforceable by a court of competent jurisdiction, that section or provision shall be deemed separate, severable, and independent, and the remainder of this MOU shall remain in full force and effect and will not be invalidated or rendered illegal or unenforceable, provided the basic purpose of the MOU and its benefits to the Parties are not substantially impaired by the decision to render one provision void.

7.14 **Joint Work Product.** This MOU is the work-product of both parties, and therefore no strict rule of construction shall be applied against either Party.

7.15 **No Joint Venture; Independent Contractor.** Nothing contained herein shall be deemed to constitute that either Party is the other Party's partner, agent, or legal representative or to create a joint venture, partnership, or agency relationship. The Parties' obligations are individual and not collective. Eversource acknowledges and agrees that it is acting as an independent contractor for all obligations undertaken pursuant to this MOU and shall not be considered an employee or agent of the Town.

The Town and Eversource have caused this MOU to be executed by their duly authorized representatives as of the Effective Date.

**TOWN OF FALMOUTH**

By   
Printed Name: Julian M. Suso  
Title: Town Manager *3/16/2022*

*Per Select Board Vote  
March 9, 2022*

**NSTAR ELECTRIC COMPANY D/B/A  
EVERSOURCE ENERGY**

**By: EVERSOURCE ENERGY SERVICE  
COMPANY, Its Agent**

By 

Printed Name: Michele Beasley  
Title: Vice President-Transmission Siting  
and Project Services

**EXHIBIT A****Palmer Avenue Pole Relocations**

Page	Pole Info provided by Falmouth	Survey Confirmed Clear Width (in.)	Date	Reloc Required (Y/N)	Status
4	# 29/41 36" clear		2/10/2022	N	Condition & Location OK
	# 29/40.5		2/10/2022	N	Condition & Location OK
4	# 29/40 28" clear with double pole		2/10/2022	N	Condition & Location OK; VZ to transfer Telco equipment; remove old poles
4	# 29/39 32" clear, double pole		2/10/2022	N	Condition & Location OK; VZ to transfer Telco equipment; remove old poles
4	# 29/38 32" clear		2/10/2022	N	Condition & Location OK; VZ to transfer Telco equipment; remove old poles
4	# 29/37 20" clear	RELO 24" West	2/10/2022	Y	REM 40' JO CL1 INS 45' JO CL1 2' WEST OF CURRENT LOCATION 1-8PA, 1-RI, 3PI 2-79 5 AL 25 KV PRI 3x4/0 AL 2ND RY XFMR A & S COMP ALL TRANS; VZ to transfer Telco equipment
5	# 29/36 28" clear	RELO 46" West	2/10/2022	Y	RELOCATE 46" W 1-8 PI 3 PH XF 1-PT 2- SEC RISERS NEW HH INS 45' JOC1 REM 40' JOC1 COMP ALL TRANS; VZ to transfer Telco equipment
5	# 29/35 - check, should be 36"+	Align to 41-32	2/10/2022	Y	REM 1-45 CL1 JO POLE INS 45' CL1 JO POLE 8-PI 3-PI COMP ALL TRAN; VZ to transfer Telco equipment
5	# 29/34 - check should be 36"+	Align to 41-32	2/10/2022	Y	REM 1-45 CL1 JO POLE INS 1-45'CL1 JO POLE 8-PI XFMR 2-C/O COMP ALL TRANS 1-PT; Verizon to transfer Telco equipment
5	# 29/33 - check should be 36"+		2/10/2022	N	Condition & Location OK
5	# 29/32 - check should be 36"+		2/10/2022	N	Condition & Location OK
5	# 29/31 24" clear	RELO 36" West	2/10/2022	Y	RELOCATE 3' EAST 2-8PA 3-PI 2-1PTS 2-4 DISK REM 1-40' JO CL1 INS 1-45 JO CL1 COMP ALL TRAN; Verizon to transfer Telco equipment
6	# 29/30 27" clear	RELO 30" East	2/10/2022	Y	RELOCATE 30" EAST OF CURRENT LOCATION, REM 40' JO CL1 2-8PA 2-PI 3-4 DISKS 3-C/O 2-1 PTS ANC & STRAND COMP ALL TRANSFERS; Verizon to transfer Telco equipment
6	# 29/29 22" clear	RELO 30" East	2/10/2022	Y	RELOCATE 30" EAST REM 40' JO CL 1 INS 45' JO C1 1--8PA 3-PI 2 - C/O 1-1PTS 1-50 KVA DELTA COMP ALL TRANSFERS; Verizon to transfer Telco equipment
6	# 29/28 28" clear not marked	RELO 29" East	2/10/2022	Y	RELOCATE 29" EAST OF CURRENT LOCATION, REM 40' JO CL 1 INS 45' JO CL1 1-8PA 3-P I 1-1 PTS ANC & STRAND; Verizon to transfer Telco equipment

6	# 29/27 - no info - check		2/10/2022	N	LOCATION OK REM 45' JO CL1 INS 8PA 3-PI-1-DEI 5-C/O COMP ALL TRANSFERS 2-1PTS; Verizon to transfer Telco equipment
	# 29/27-S	RELO 35" West	2/10/2022	Y	RELOCATE W 35" SB INS 40' JO CL1 COMP ALL TRANSFERS 100 GUY WIRE P TO P ANCHOR & STRAND; Verizon to transfer Telco equipment
6	# 29/26 41" clear		2/10/2022	N	Condition & Location OK
7	# 29/25 - no info - check		2/10/2022	N	Condition & Location OK
7	# 29/24 39" clear		2/10/2022	N	LOCATION OK INST 45' JO CL1 REM 45' JO CL 1 8PM 3-PI 1-PT 1-A&S COMP ALL TRANSFERS; Verizon to transfer Telco equipment
7	# 29/23 36" clear	RELO 40" East	2/10/2022	Y	RELOCATE 40" EAST 8PA 3-PI 5-D E 2-C/O 2-1PTS REM 1-40' JO COMPLETE ALL TRANSFERS CL1 INS 1-45 JO CL1; Verizon to transfer Telco equipment
7	# 29/22 22" clear	RELO 32" East	2/10/2022	Y	RELOCATE 32" EAST OF CURRENT LOCATION, REM 40' JO CL1 INS 45' JO CL 1 1-8PA 3-PI 1-1PTS DE LTA XFMR 2-C/O 1 A&S COMP ALL TRANSFERS; Verizon to transfer Telco equipment
7	# 29/21 35" clear		2/10/2022	N	Condition & Location OK
8	# 29/20 39" clear	RELO/Align A&S	2/10/2022	Y	RAISE A & S 10'
8	# 29/19 pole in center of crosswalk. Lakeview Ave	RELO 60" East	2/10/2022	Y	RELOCATE 5' EAST REM 40' JO CL1 INST 45' JO CL 1 1-8PA 2-C/O 2-PI 3-DEA 2-DE I; Verizon to transfer Telco equipment
8	# 29/18 28" clear, double pole	RELO 36" East	2/10/2022	Y	RELOCATE 36" EAST OF CURRENT LOCATION, REM 40' JO CL1 INS 45' JO CL 1 1-8PA 3-PI 1-1PTS DELTA XFMR 2-C/O 1 A&S 2-SEC RISER & HH COMP ALL TRANSFERS; Verizon to transfer Telco equipment
8	# 29/17 31" clear.	RELO 36" East	2/10/2022	Y	RELOCATE 36" EAST OF CURRENT LOCATION, REM 40' JO CL 1 1-8PA 3-PI 1-1PTS 2-C/O 1 A&S 2-SEC RISER & HH COMP ALL TRANSFERS; Verizon to transfer Telco equipment
8	# 29/16 ? Not marked. Across from Depot Ave. Broken pole/double		2/10/2022	N	Condition & Location OK

## OPEN SESSION

### BUSINESS

7. Request from Chris Megan, On the Water, LLC to appeal the decision of the Town Manager to place conditions on the special event permit for Striper Fest **(5 minutes)**



## AGENDA ITEM SUMMARY SHEET

**ITEM NUMBER:** Business 7.

**ITEM TITLE:** Request from Chris Megan, On the Water, LLC to appeal the decision of the Town Manager to place conditions on the special event permit for Striper Fest

**MEETING DATE:** 5/20/2024

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

**SUBMITTED BY:** Mike Renshaw, Town Manager

**ATTACHMENTS:** Special Events Use Policy dated February 28, 2022; Letter of Appeal, On the Water, dated May 14, 2024; Aerial Photographs; Email to Chris Megan dated February 22, 2024; Special Event Permit dated February 14, 2024; Town Manager's Special Event Working Group Form dated January 25, 2024

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### PURPOSE:

Mr. Chris Megan, owner of On the Water Media, is appealing before the Select Board a decision made by the Town Manager to prohibit the placement of a tent in the parking lot area of Marina Park for the September 28, 2024 Striper Fest event.

### BACKGROUND/SUMMARY:

- On the Water LLC submitted an Application for Special Events on January 9, 2024 for its annual StriperFest event to be held on September 28, 2024 at Marina Park and Bandshell.

- On January 25, 2024 the Town Manager’s Special Event Working Group met and discussed the StriperFest permit application with representatives of On the Water, LLC.
- Following discussion before the Working Group, the Group recommended approval of the application for StriperFest with the following special conditions (see attached email dated February 22, 2024):
  - No placement of tent in parking lot.
  - Work with the parks Superintendent, Jeremiah Pearson, with regard to a rain plan for the grass at Marina Park.
- There have been complaints made to Select Board members that the guests of Marina slip owners are frequently impacted by not having available parking due to the elimination of parking spots caused by the placement of a tent in the parking lot.
- On February 14, 2024 the Town Manager approved and signed the Special Event Permit with the stipulated conditions as recommended by the Special Events Working Group (see attached).

**DEPARTMENT RECOMMENDATION:**

The Town Manager recommends that the Select Board uphold the recommendation of the Special Events Working Group and the decision to place the below conditions on the approved Special Event Permit for On the Water, LLC’s StriperFest event on September 28, 2024:

- No placement of tent in parking lot.
- Work with the parks Superintendent, Jeremiah Pearson, with regard to a rain plan for the grass at Marina Park.

**OPTIONS:**

- Motion to uphold the recommendation of the Special Events Working Group and the decision to place the below conditions on the approved Special Event Permit for On the Water, LLC’s StriperFest event on September 28, 2024:
  - No placement of tent in parking lot area of Marina Park.
  - Work with the parks Superintendent, Jeremiah Pearson, with regard to a rain plan for the grass at Marina Park.
- Motion to rescind the Town Manager’s decision to place the condition that no tent be placed in the parking lot area of Marina Park, and to direct the Town Manager to issue

On the Water LLC its Special Event Permit for StriperFest without the condition of no tent placement in the parking lot.

**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 uphold the recommendation of the Special Events Working Group and the decision to place the below conditions on the approved Special Event Permit for On the Water, LLC’s StriperFest event on September 28, 2024:

- No placement of tent in parking lot.
- Work with the parks Superintendent, Jeremiah Pearson, with regard to a rain plan for the grass at Marina Park.

*Michael Renshaw*

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Town Manager

5/16/2024

Date



**FALMOUTH SELECT BOARD  
SPECIAL EVENTS USE POLICY  
February 28, 2022**

**1. Purpose**

The purpose of this policy is to regulate events that take place on Town property in a manner that balances public enjoyment of Town property and support for local businesses while protecting public health and safety, managing negative impacts to surrounding neighborhoods such as noise and traffic, and preventing an undue burden on Town departments.

**2. Special Events Policy**

The Town of Falmouth hereby establishes the following policy to govern Special Events. This policy shall apply to applications for use of public roads, municipal parks, grounds and beaches.

Additional policies and procedures may apply depending on the scope of the Special Event Proposed. The Recreation Department (Gus Canty Recreational Building, Grounds and Facilities and Fields), Library Trustees (all public libraries and library grounds), Parks Department (Goodwill Park), Beach Department and School Department, have standing policies and fees related to use of related facilities. Any board, committee or commission so enabled to approve events will issue permission in conformance with the minimum conditions of this policy.

**SPECIAL CONSIDERATION:**

- a. During the Months of July, August and September, approval of Special Events will be made only after careful consideration of the effect that the event will have on parking and traffic congestion in the proposed area. For example, special events on the main streets of the villages of Falmouth will be given careful consideration and will be avoided if at all possible during July and August.*

An individual or group seeking to sponsor an event must submit a 'Special Event Application' form to the Town Manager's Office **at least 60 days in advance of the event date**. Exceptions may be made for small events at the discretion of the Town Manager (e.g. a small wedding, etc.). All applications will be reviewed by the 'Special Events Internal Staff Working Group' appointed by the Town Manager. The Internal Staff Working Group review will include at a minimum a posted public meeting at which the public is invited to comment on the application. **The Internal Staff Working Group shall provide its recommendation to the Town Manager who may deny or approve the application with any conditions deemed necessary to meet the purposes of the Policy.** See 'Internal Staff Working Group Charge' for further details regarding the composition and review procedure. No Special Event shall be held without the approval of the Town Manager and any other Town department that has jurisdiction over the facility at which the event takes place. **An applicant may appeal the Town Manager's decision to the Select Board.**

For Special Events on Town beaches, please also see the Beach Use Policy.

The Town Manager's Office will maintain a calendar of Special Events on the Special Events page of the Town website and submit a list of events approved and denied to the Select Board for informational purposes.

All applicants agree to restore the site to its original condition, removing all trash, handling recyclables according to town recycling policy, removing equipment, etc., immediately following the event, regardless of the source. The permitted group will compensate the Town for any clean-up or repairs required as a result of the approved activity.

The Event Sponsor / Applicant shall acknowledge this policy by returning a signed copy with the Special Event Request Form.

### **3. Minimum Conditions**

The following are minimum conditions:

- a. Special Events Fees (see attached Fee Schedule) shall be submitted upon approval of the event.
- b. In addition to the Special Events Fee, a \$300 minimum deposit check, made payable to the Town of Falmouth, is required of all special events. The deposit check shall be submitted upon approval of the event and will be held in the Select Board's office and returned to the organizer(s) at the conclusion of the special event, provided no damage or litter has occurred.
- c. Payment of a \$10.00 filing fee shall be submitted with an application.
- d. Signs: Approval for one (1) on-premise special event/promotional sign may be approved by the Building Commissioner. Off-premise signs that are within the Town's Sign Code requirements must be approved by the Select Board. Off-premise signs that are not in compliance with the Town's Sign Code requirements must be submitted to the Building Department in writing with a design or photograph of the proposed sign(s). Off-premise signs requested on private property must receive approval from the property owner in advance of approval by the Select Board. Requests for off-premises signage must be received by the Select Board at least one month in advance of the special event.
- e. Raffles must be performed by licensed non-profit organizations only.
- f. Parking is available in designated public parking lots and as allowed on the street. There are no special exceptions to posted parking regulations or fees.
- g. Portable toilets are allowed upon request.
- h. The Police Department will recommend the number, location, and duration of police details required.
- i. The Fire Department and Marine and Environmental Services Department may recommend details as may be required to ensure the safety of an event.
- j. Events proposing the sale of liquor must apply separately for a one-day liquor license. The one-day liquor license is issued by the Select Board
- k. Events will be permitted on a first-come, first-serve basis. Recurring events such as road races, village association events, festivals, etc., will notify the Town as soon as annual dates are set to reserve the time needed.
- l. The Applicant agrees to Hold Harmless the Town of Falmouth and will sign and return the Hold Harmless agreement provided in the Application Packet.

- m. The Applicant will obtain all necessary permits for the event proposed, including, but not limited to:
  - Building Permits for tents and structures;
  - Health Inspections for food service;
  - Select Board for off-premises sign approval.
- n. Special Event coverage—a certificate of Insurance in the amount of \$1,000,000 is required.
- o. Additional Insurances, including Auto Liability in the amount of \$1,000,000 and Workers Compensation insurance will be required for events with auto and employee liability exposure.
  - Events proposing the consumption or sale of alcohol shall provide Liquor Liability Insurance in the amount of \$2,000,000 in the aggregate and \$1,000,000 per occurrence.

A copy of all approved requests with special conditions shall be filed with the referring departments.

Per Order of the Select Board  
February 28, 2022

I, \_\_\_\_\_, have read and agree to all of the conditions of this policy and to any other conditions that may be required by the permitting authority.

# On The Water<sup>®</sup>

## THE ANGLER'S GUIDE

**MAGAZINE • TELEVISION • WEB**

May 14, 2024

Falmouth Select Board  
50 Town Hall Square  
Falmouth, MA 02540

To The Select Board:

We are appealing the decision of the Special Events Working Group concerning On The Water constructing a tent in the Marina Park lot, next to the bandshell, over the weekend of September 28, 2024, for StriperFest.

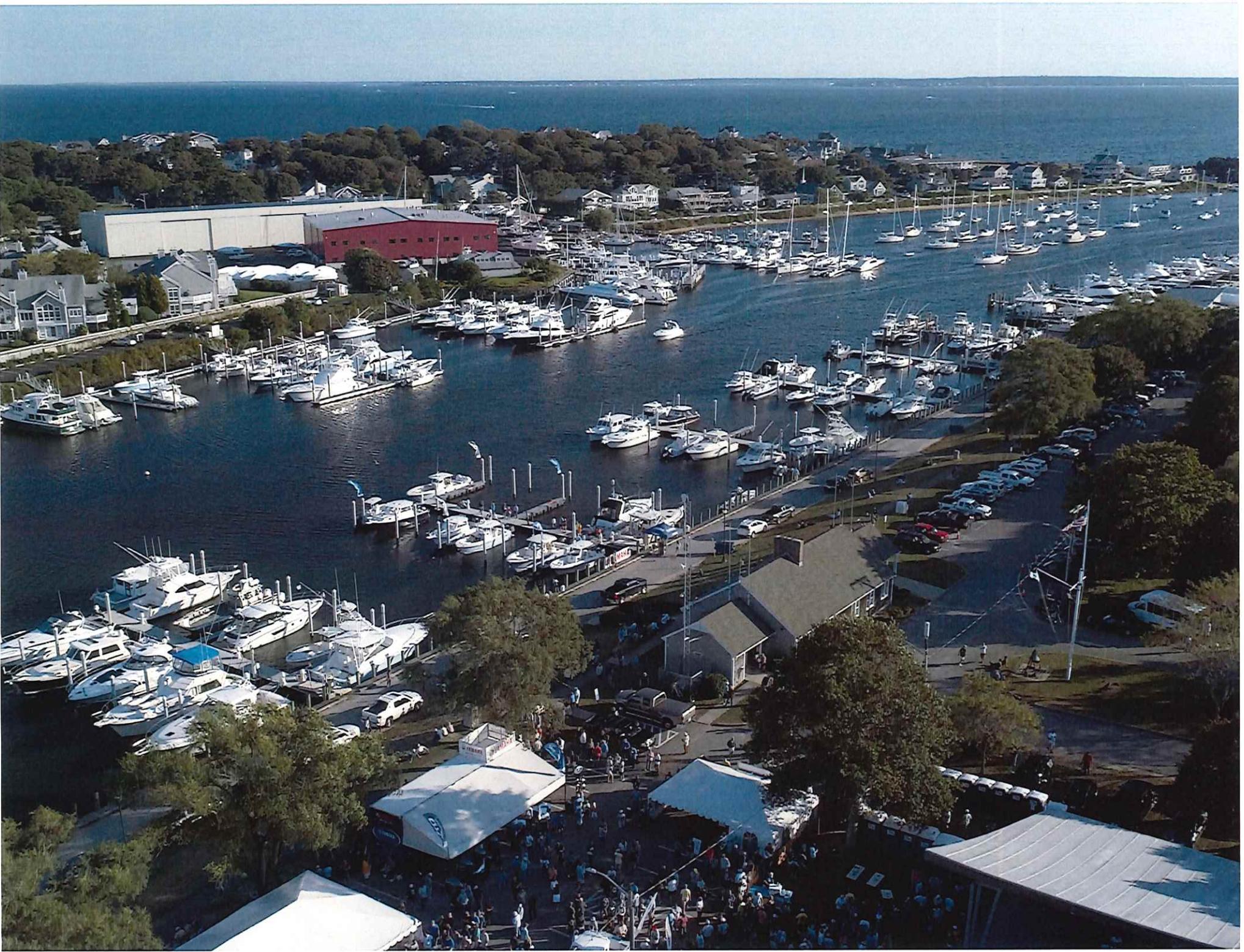
Our appeal is based on the fact that the actual Working Group has had no problem with our event and the only restriction placed on it came from the Select Board prior to hearing what the Working Group had to say. In speaking with the Harbormaster's office on multiple occasions, the governing body for those lots, they have had no complaints about parking issues from boaters or their guests trying to get to their boats during StriperFest from noon to 6pm the day of the event. On the contrary, they have had complaints about town slip holders trying to find parking all season long during the Farmer's Market on Thursdays when there are limited to no available spots in either lot.

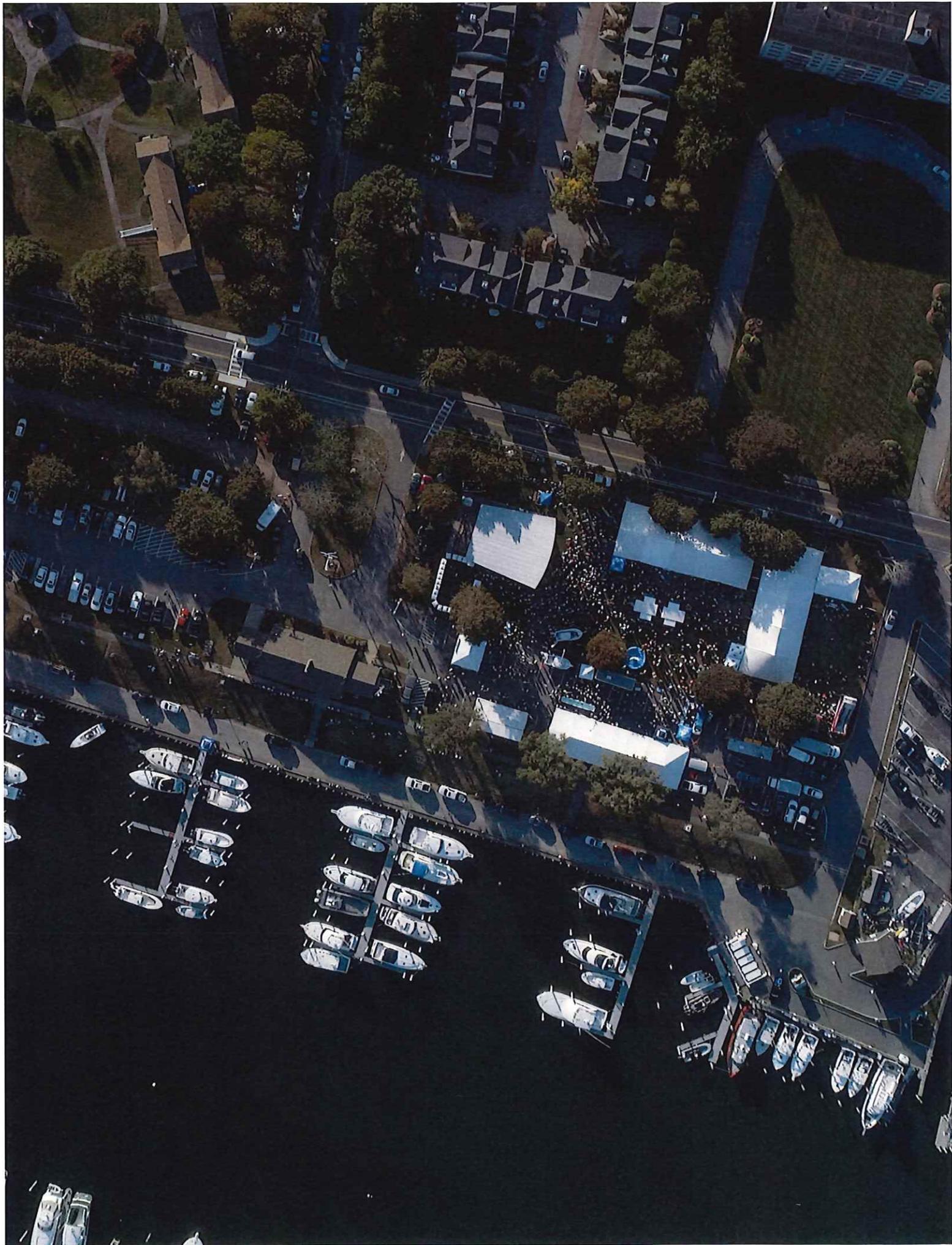
As a resident and taxpayer in Falmouth for over 30 years for both my house and business, I am asking for the same consideration the town gives the Falmouth Road Race and the Farmer's Market for the use of one lot. Both the Road Race and the Farmer's Market are great events for Falmouth, but both events restrict access and parking in the marina lots for a longer period than StriperFest and during the town's busiest time of the year.

With a population of over 30,000 residents in Falmouth, I am asking that this Select Board not let a few individuals, none of whom have ever presented themselves at a Select Board meeting to contest the parking issue in person, dictate how a great community resource is used by so many. And, because of StriperFest, On The Water has been able to support Wings For Falmouth Families with a charitable donation of more than \$50,000 over the last four years.

Sincerely,

Chris Megan  
Owner  
On The Water Media









## Diane Davidson

---

**From:** Diane Davidson  
**Sent:** Thursday, February 22, 2024 4:29 PM  
**To:** cjm@onthewater.com; Valerie Watts  
**Subject:** Special Event Application - **Striper Fest**  
**Attachments:** Special Events Use Policy - Approved 2022-02-28.pdf

Hi Chris,  
and Val,

During its meeting on Thursday, January 25, 2024, the Special Events Working Group discussed your application for Striper Fest. The Working Group recommends approval of this event, with the following special conditions:

- No placement of tent in parking lot.
- Work with the Parks Superintendent, Jeremiah Pearson, with regard to a rain plan for the grass at Marina Park.

The permit has been approved by the Town Manager without the tent in the parking lot, per the recommendation of the Special Events Working Group. If you would like to appeal the decision, you may do so in writing to the Select Board at [selectboard@falmouthma.gov](mailto:selectboard@falmouthma.gov). (The four of us in the Town Manager's office also receive copies of emails sent to the Select Board address.)

The permit will be issued **after receipt of the following:**

- A check in the amount of \$800 (permit fee) made payable to the Town of Falmouth.
- A separate check in the amount of \$300.00 (refundable deposit) made payable to the Town of Falmouth.
- A certificate of liability insurance naming the Town of Falmouth as additional insured.

Please let me know if you have any questions.

Thank you,

Diane

### Diane S. Davidson

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



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



## Town of Falmouth

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

### SPECIAL EVENT PERMIT

Event Name	Striper Fest
Type of Event	Fishing festival and awards ceremony
Applicant Name	On the Water, LLC – Chris Megan, Valerie Watts
Mailing Address	707 Teaticket Highway, East Falmouth, MA 02536
Event Day & Date	Saturday, September 28, 2024
Rain Date	Sunday, September 29, 2024
Event Location	Marina Park and Band Shell
Event Hours	Noon to 6:00 p.m.
Set-Up	Thursday, 9/26
Break Down	Sunday, 9/29
Number of Attendees	Approximately 3,000
Number of Vehicles	Approximately 500 over the course of the day
Parking Plan	Island Queen lot, grassy area by park, shuttles from Lawrence School
Signs	Yes. At corner of venue and directional signs at parking lots.
Tents	Yes. 3 tents.
Food / Beverages	Yes. Food vendor.
Alcohol	Yes. One-day wine & malt liquor license required.
Entertainment	Yes. Background band.
Additional Details	Request use of public restrooms at Harbormaster building. Organizer will also provide porta-potties.
Standard Conditions	<ol style="list-style-type: none"> <li>Contact the following Town Departments 30 days prior to event: <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Police Detail Sergeant for public safety requirements.</li> <li><input checked="" type="checkbox"/> Fire Department for EMS or fire detail coordination.</li> <li><input checked="" type="checkbox"/> Fire Department for inspection of food trucks.</li> <li><input checked="" type="checkbox"/> Inspectional Services for tent permit and inspection for tents greater than 400 sq. ft. with sides, or 700 sq. ft. without sides. Contact Dig Safe prior to installation.</li> <li><input checked="" type="checkbox"/> Inspectional Services for sign permit.</li> <li><input checked="" type="checkbox"/> Health Department for temporary food permit and to schedule inspection.</li> <li><input checked="" type="checkbox"/> Recreation Department to reserve field/ball field.</li> <li><input checked="" type="checkbox"/> Recreation Department to pick up the key to access electricity at band shell.</li> </ul> </li> <li>Follow the "Recycling Instructions for Special Events", attached. Check the location following the event to clean up any litter or debris.</li> </ol>
Special Conditions	<ol style="list-style-type: none"> <li>No tent in parking lot. ✓</li> <li>Work with the Parks Superintendent with regard to grass at Marina Park.</li> </ol>
Insurance Certificate	Naming the Town of Falmouth as additional insured.
Fees	Filing: \$10.00 · Permit: \$800.00 · Deposit: \$300.00 (separate check)

APPROVED:

  
Town Manager

  
Date

### Town Manager's Working Group Review Form

Meeting/Review Date: Thursday, January 25, 2024  
 Event Name: Striper Fest  
 Event Description: Festival & awards ceremony, live entertainment, food and drink, vendors.  
 Applicant: On The Water, LLC - Chris Megan, Valerie Watts  
 Location: Marina Park, Bandshell  
 Date of Event: Saturday, September 28, 2024 Time: 12:00 noon to 6:00 p.m.  
 Rain Date: Sunday, September 29, 2024  
 Set-up Date: Thursday, 9/26/24 Time: TBD Breakdown Date: Sunday, 9/29/24 Time: TBD  
 Number of Attendees: Approximately 3,000.  
 Recurrence/# Years at Site: Recurring event.  
 One-Day Liquor License? Y/N Yes. Wine & malt. Food/Beverages? Y/N Yes. Food vendor.  
 Signs: Y/N Yes How Many: \_\_\_\_\_ Where: At corner of venue; directional signs at parking lots.  
 Tents: Y/N Yes How Many: 3 Size: \_\_\_\_\_ Where: \_\_\_\_\_  
 Parking Plan: Island Queen lot, grassy area by park, shuttle from Lawrence School.  
 Entertainment: Music - live band.

Reviewers/Sign In:	Name	Comments	Written Referral	
Department of Public Works:	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
Parks Department	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
Highway Department	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
Engineering	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
Police Department	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
Fire Department	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
Emergency Communications	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
Recreation Director	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
Building Commissioner	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
Health Department	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
Beach Department	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
Marine & Environmental Svcs.	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
Zoning Enforcement Officer	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
Bicycle & Pedestrian Committee	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
Other	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>

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

Yes.

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

Special Events Approved or Requested on this Event Location

None. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Known Private Events on this Date or Weeken

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

No Tent in parking lot

**Additional Requests:**

Narrative and area map are attached.

-Request use of Marina public restrooms. Organizer will provide portable restrooms.

-Request assistance of the electrician.

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

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

**Conditions, comments, recommendations:**

**Solid Waste & Recycling Plan:**

Recycling and trash dumpster on site, with smaller recycling and trash containers throughout the venue. Staff will ensure they are emptied regularly.

**Correspondence Received:**

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

**Fees:**

Fee Waiver Request: Yes/No No.

To Select Board for Approval:

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

If approved, terms:



# Town of Falmouth **PAID** \$10.00 CR# 23911

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



## Application for Special Events

### CONTACT INFORMATION

Applicant's Name: On The Water, LLC  
Mailing Address: 707 Teaticket Highway, East. Falmouth, MA 02536  
Phone: 508-548-4705 ext. 212 Cell Phone: \_\_\_\_\_  
E-Mail: val@onthewater.com; cjm@onthewater.com

### EVENT DETAILS

Name of Event: StriperFest  
Type of Event: Festival  
Description of Event: Festival & awards ceremony, live entertainment, food and drink, vendors  
(Attach a narrative describing the event on a separate sheet if more space is needed.)  
Event Day & Date: Sat., 9/28/24  
Rain Date: Sun., 9/29/24  
Event Hours: From: Noon To: 6 pm  
Setup Date: 9/26/24 Time: TBD Breakdown Date: 9/29/24 Time: TBD  
Location Requested:  
1<sup>st</sup> Choice: Marina Park & band shell  
2<sup>nd</sup> Choice: \_\_\_\_\_  
Number of Attendees: ~3,000 Number of Vehicles: ~500 over course of the day  
Parking Plan: Island Queen lot, grassy area by park, shuttle from Lawrence School  
Solid Waste & Recycling Plan: Recycling totes throughout venue; large recycling container on-site  
(Please see Solid Waste & Recycling Information, attached.)

Check all that apply and provide a description of each in the space provided:

- Chairs and tables for dining
- Tents 3 (tent co. will pull permit) (apply for tent permit at Building Department)
- Barriers Fencing around venue; sawhorse barriers in no-parking areas
- Signs At corner of venue; directional signs at parking lots (apply for sign permit at Building Department)
- Road race \_\_\_\_\_ (include route map, see attached road race rules and sign)
- Walk/bike \_\_\_\_\_ (include route map)
- Use of Shining Sea Bike Path \_\_\_\_\_ (see attached bike path rules and sign)
- Food or beverages Food vendor will pull permit (apply for temporary food permit at Health Department)
- Alcoholic beverages Beer & wine; we will apply for liquor license (apply for one-day liquor license)
- Entertainment Saturday (apply for Sunday entertainment license)

### ADDITIONAL REQUESTS: (Use of restroom facilities, electricity, etc.)

Use of band shell, marina restrooms, though we will provide portable restrooms. We will employ the electrician.

Requesting reservation of park & bandshell from Thurs., 9/26/24, through Sun., 9/29/24 to allow sufficient time for setup/breakdown

Applicant's Signature: *Christy J. Meyer* Date: 12/13/23

- References:
1. Patty Erickson, Cape Cod 5 Phone: [REDACTED]
  2. Bill Hough, The Enterprise Phone: [REDACTED]
  3. Dan Pucillo, The Black Dog Phone: [REDACTED]

## StriperFest 2024

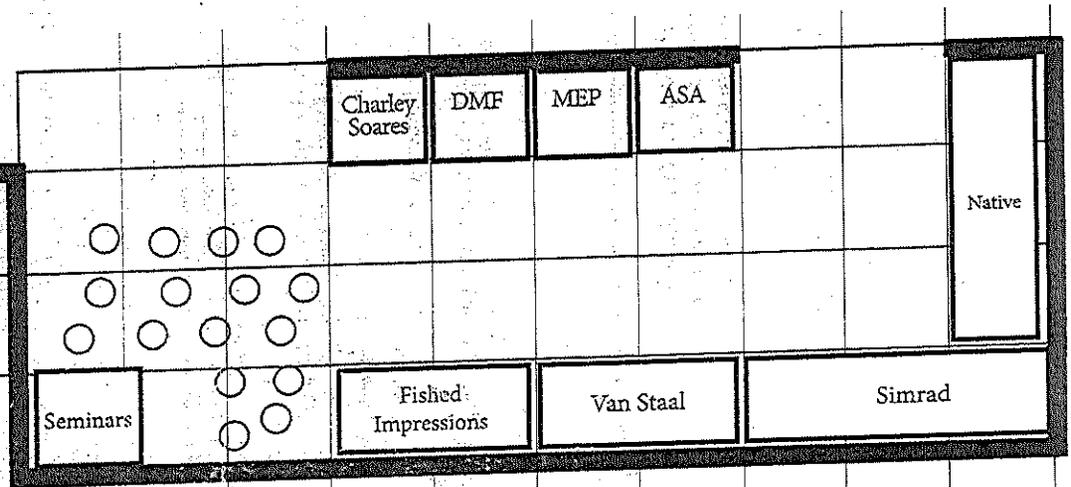
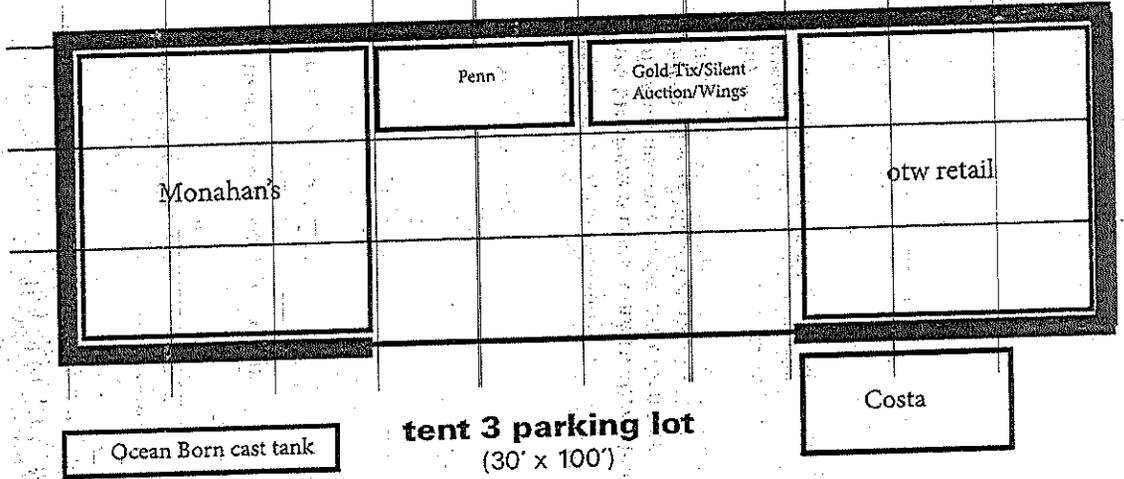
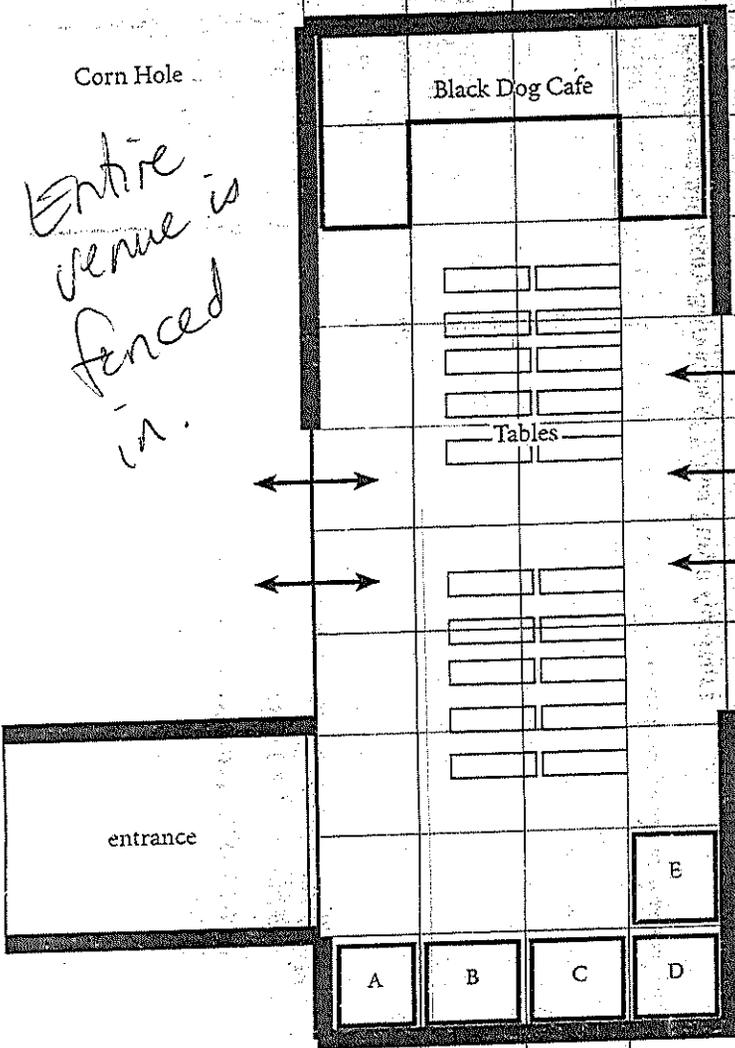
StriperFest is the culmination of the Striper Cup, a 20-week fishing tournament. At StriperFest, we give away a boat, award prizes, provide music from a live band, have food available for sale, and the corporate sponsors of the Striper Cup exhibit their products. The food vendor for 2024 is TBD, but in past years has been The Black Dog or Foodzilla. Beer and wine will be served at 3-4 stations, each manned by at least 2 staff and volunteers. The OTW staff member at each table is TIPS certified. We use 6-8 security guards during the event, who circulate throughout the venue and assist at the entrances, ensuring no one leaves with alcohol. We also hire a police officer to work the event. As in the past, the entire venue is fenced in.

As in 2023, we will have both a recycling and trash dumpster on-site, with smaller recycling and trash containers throughout the venue. Staff will ensure they are emptied regularly.



Falmouth Harbor ↑

*Entire venue is fenced in.*



Stage →

**OPEN SESSION**

**BUSINESS**

8. Request for variance to Sign Code §184-26: Illumination – Cape Cod Church, 1205 Nathan Ellis Highway, East Falmouth **(5 minutes)**



## AGENDA ITEM SUMMARY SHEET

**ITEM NUMBER:** Business 8.

**ITEM TITLE:** Request for variance to Sign Code 184-26: Illumination- Cape Cod Church, 1205 Nathan Ellis Highway, East Falmouth

**MEETING DATE:** 5/20/2024

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

**SUBMITTED BY:** Mike Renshaw, Town Manager

**ATTACHMENTS:** Chapter 184: Signs, Illumination; Cape Cod Church letter to Select Board dated May 2, 2024; Illustrations of proposed internally lit sign; Select Board meeting minutes, November 7, 2022

---

### PURPOSE:

The Select Board will consider a request for variance to Sign Code 184-26: Illumination- Cape Cod Church, 1205 Nathan Ellis Highway, East Falmouth. The Cape Cod Church is requesting a variance to allow for internal illumination of a sign that has otherwise been permitted through the Building Department.

### BACKGROUND/SUMMARY:

- Cape Cod Church, located at 1205 Nathan Ellis Highway in East Falmouth, opened in 2014; the church is located in an Agricultural Zone, and the Code (184-26 (B)) specifically prohibits internally illuminated signs in Agricultural Districts.
- Cape Cod Church made a similar request for a variance to this prohibition of internally illuminated signs in an Agricultural District on November 7, 2022 (see attached minutes); the Select Board,

following discussion at this meeting, requested research be conducted on lumens on comparable signs.

- Cape Cod Church conducted research and will offer comparable lumens/light intensity details as part of their request (see Attachment D, Sign Light Intensity Comparisons).
- The Cape Cod Church sign would be located 30 feet from the road edge and is not visible from any residential homes.
- It should be noted that in April 2013 the Select Board approved an internally illuminated sign through a recommendation of the Sign Design Review Committee which was in place at that time; however, a search of those records (attached) indicated that the Review Committee did not consider internal illumination versus external illumination of the free-standing Fairgrounds sign as part of their decision and recommendation.

**DEPARTMENT RECOMMENDATION:**

Based upon the comparable lumens data and additional information that has been provided by Cape Cod Church, the Town Manager is recommending that the Select Board approve the request for variance to Sign Code 184-26: Illumination- Cape Cod Church, 1205 Nathan Ellis Highway, East Falmouth and the permitting of the internally illuminated sign.

**OPTIONS:**

- Motion to approve the request for variance to Sign Code 184-26: Illumination- Cape Cod Church, 1205 Nathan Ellis Highway, East Falmouth, and the permitting of the internally illuminated sign.
- Motion to deny approval of the request for variance to Sign Code 184-26: Illumination- Cape Cod Church, 1205 Nathan Ellis Highway, East Falmouth, and the permitting of the internally illuminated sign.

**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:**

Based upon the comparable lumens data and additional information that has been provided by Cape Cod Church, the Town Manager is recommending that the Select Board approve the request for variance to Sign Code 184-26: Illumination- Cape Cod Church, 1205 Nathan Ellis Highway, East Falmouth and the permitting of the internally illuminated sign.

*Michael Renshaw*

5/16/2024

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**Town Manager**

**Date**



# TOWN OF FALMOUTH

Office of the Town Manager & Selectmen

59 Town Hall Square, Falmouth, Massachusetts 02540

Telephone (508) 495-7320

Fax (508) 457-2573

2013.02126

April 3, 2013

Ms. Wendy Brown  
Barnstable County Fairgrounds  
1220 Nathan Ellis Highway, Route 151  
East Falmouth, MA 02536

Dear Ms. Brown:

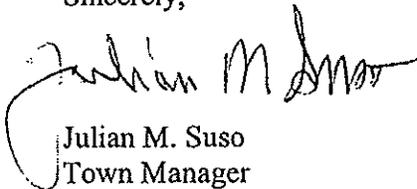
Subject: Sign Variance – Barnstable County Fairgrounds – Route 151

During its meeting of April 1, 2013, the Board of Selectmen approved your request to install new signage measuring 24 sq. ft. at the Barnstable County Fairgrounds located at 1220 Nathan Ellis Highway, Route 151, East Falmouth, with the following conditions:

1. A sign permit is required by the Building Department.
2. Approved in accordance with the recommendation of the Design Review Committee (memo dated March 19, 2013 attached), and in accordance with a plan dated 3/25/13 showing a setback of 10' from Route 151 (attached).

Thank you for your cooperation.

Sincerely,



Julian M. Suso  
Town Manager

JMS/dsd

cc: Building Department  
Design Review Committee



RECEIVED

## Town of Falmouth

Design Review Committee  
59 Town Hall Square  
Falmouth, MA 02540-2761

MAR 19 2013

SELECTMEN'S OFFICE

Arthur D. Calfee  
Chairman  
(508) 540-2601

Noah Greenberg, AIA  
Vice-Chairman  
(508) 457-0424

John Sullivan  
Secretary

Douglas Reichwein  
Paul Marini

TO: Falmouth Board of Selectmen  
Eladio Gore, Building Commissioner  
Wendy Brown, Barnstable County Fair Grounds  
Rte. 151, East Falmouth, MA 02536

FROM: Arthur D. Calfee, Chairman *ADC*

DATE: March 19, 2013

RE: Sign Variance – Barnstable County Fair Grounds

The applicant would like to schedule a meeting with the Board of Selectmen to review their free-standing sign application. Their original application was for a 4'x8' to equal 32 sq. ft. sign which exceeded the by-law which calls for such signs to be 16 sf. The top half will show the name of the Fair Grounds and the bottom section will be an electric letter-changing sign for the planned events.

After meeting with the Design Review Committee, they agreed to a reduction to 24 sf. The dominions may be 3.4'x7' =23.8 sf. or 4'x6'=24 sf. or some dimension in between.

The committee felt a larger sign would fit better on Rte. 151 on a section where there are no other signs for a distance of at least a half a mile.

Also, the sign will show the new name of the grounds which will be the Cape Cod Fair Grounds.

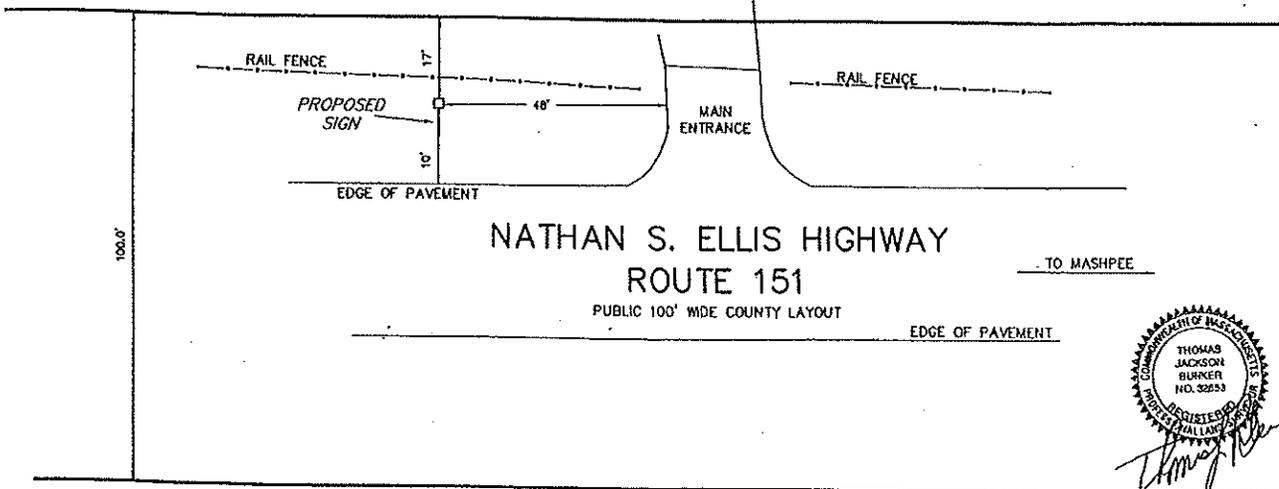
The committee voted to recommend this sign to the Board of Selectmen.



LOT 1  
21.0 ACRES

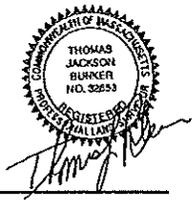
### BARNSTABLE COUNTY FAIRGROUNDS

DIRT PARKING



#### NOTES:

1. LOCUS IDENTIFICATION:  
ADDRESS: 1220 NATHAN S. ELLIS HIGHWAY  
ASSESSORS No. 18 02 005 001
2. LOCUS IS WITHIN:  
ZONING DISTRICT: AGA



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PLOT PLAN - PROPOSED SIGN  
AT  
1220 NATHAN S ELLIS HIGHWAY  
FALMOUTH, MASSACHUSETTS  
PREPARED FOR  
BARNSTABLE COUNTY  
AGRICULTURAL SOCIETY INC

scale	1" = 20'
date	MARCH 25, 2013
drawn	EJP
checked	T.B.
job number	13043
title	
drawing number	P21-25

**Town of Falmouth Sign Permit Application (rev. 12/08)**  
 (508) 495-7470 Fax (508) 548-4290

**For office use only:**

BD Permit#: 2013 02126 Fee\*: 25 - 00 HDC App. #: \_\_\_\_\_ DRC App. #: \_\_\_\_\_

\*The Sign Permit Fee is \$25.00 per sign, payable to the Town of Falmouth (special event and promotional signs under §180-30 are no charge) - please submit the required fee to the Building Department along with the completed sign permit application.

DATE: 4.11.2013  
 STREET ADDRESS FOR PROPOSED SIGN(S): 1220 Nathan Ellis Highway  
 APPLICANT NAME: BARNSTABLE COUNTY AGRICULTURAL SOCIETY PHONE: 508-563-3200  
 MAILING ADDRESS: 1220 Nathan Ellis Highway TOWN/STATE/ZIP: F. Falmouth, MA 02536  
 BUSINESS NAME: BARNSTABLE COUNTY Agricultural Society (BCAS)  
 BUSINESS OWNER: BCAS ADDRESS/PHONE: 1220 Nathan Ellis Hwy 508-563-3200  
 PROPERTY OWNER: BCAS ADDRESS/PHONE: 1220 Nathan Ellis Highway 508-563-3200  
 CONTRACTOR / SIGN COMPANY: STEWART SIGNS  
 ASSESSOR'S PARCEL ID: 18-02-004-000 ZONING DISTRICT: Agricultural

**IS THE PROPOSED SIGN LOCATED WITHIN A LOCAL HISTORIC DISTRICT? Y / (N)**

If YES, the applicant must first submit this application to the Historic District Commission (HDC) for their approval. See attached 'Town of Falmouth Sign Permit Process and Required Submittals' for a detailed description of the HDC requirements.

**FREESTANDING SIGN(s) § 184-25; Projecting sign(s) § 184-35**

List number and sizes of each sign that presently exist for each street frontage: 1220  
 Area of proposed standing sign is: 4 x 6 = 24 square feet.  
 Do the frames, borders, etc. exceed 8 square feet in area? Y / N  
 The proposed standing sign will be set back from RT 151 street line 10' feet.

**WALL SIGN(s) § 184-37; Awning(s) § 184-22**

List number and sizes of each wall and roof sign that presently exist on building: \_\_\_\_\_  
 Size of proposed wall sign is: \_\_\_\_\_ x \_\_\_\_\_ = \_\_\_\_\_ square feet.  
 The lineal frontage of the wall supporting the sign is: \_\_\_\_\_ lineal feet.  
 The proposed sign will face \_\_\_\_\_ street/parking lot

**ROOF SIGN(s) § 184-37**

List number and sizes of each wall and roof sign that presently exist on building: \_\_\_\_\_  
 Size of proposed roof sign is: \_\_\_\_\_ x \_\_\_\_\_ = \_\_\_\_\_ square feet.  
 The wall that the sign will be above is: \_\_\_\_\_ lineal feet.

**PROMOTIONAL/SPECIAL EVENT SIGN(s) § 184-30**

Size of proposed sign is: \_\_\_\_\_ x \_\_\_\_\_ = \_\_\_\_\_ square feet.  
 Start date: \_\_\_\_\_; End date: \_\_\_\_\_ Total number of days that the sign will be displayed: \_\_\_\_\_

If the sign is eight (8) square feet or greater, this application must be submitted the Design Review Committee (DRC) for approval. See attached 'Town of Falmouth Sign Permit Process and Required Submittals' for a description of the DRC requirements.

**OFF-PREMISES SIGN(s) § 184-32; VARIANCE § 184-20**

**The Board of Selectmen must approve all off-premise signs.**

Proposed location: \_\_\_\_\_ Size: \_\_\_\_\_ square feet.

Board of Selectmen License No.: \_\_\_\_\_ (Note: A copy must be attached)

**INSTRUCTIONS TO APPLICANT:** (1) Attach a separate sheet with a site plan showing the location of the proposed sign on the lot as well as a sketch of the proposed sign with dimensions and the approximate appearance. (2) All signs in local Historic Districts must receive approval from the Historic District Commission (HDC) before the sign permit application is filed with the building department. (3) All applications for signs at a size of eight (8) square feet or greater that are located outside of local historic districts must be submitted to the Design Review Committee (DRC) for approval.

Wendy Brown 4.11.13  
 Signature of Applicant Date

Historic District Commission \_\_\_\_\_ or \_\_\_\_\_ Design Review Committee \_\_\_\_\_  
 Date Date

With the following conditions: \_\_\_\_\_

[Signature] 4-12-13  
 Building Commissioner/Inspector Date

With the following conditions: \_\_\_\_\_

4/11/13 Variance

## Town of Falmouth Sign Permit Process & Required Submittals (rev. 12/08)

- 1) Applicants must obtain a Sign Permit Application from the Building Department in the lower level of Town Hall or on the 'Inspectional Services' page within the 'Department' section of the Town of Falmouth website ([www.falmouthmass.us](http://www.falmouthmass.us)). If your sign is less than eight (8) square feet in area and to be located on-premises (and not within a Local Historic District) you may return the completed and signed application form to the Building Department for the sign permit. No sign may be erected without payment of the required fees and issuance of a permit. For promotional and special event signage, please refer to section 184-30 of the Town of Falmouth sign code.
- 2) If the sign is located within a Local Historic District, you must submit a Sign Permit Application to the Historic District Commission (HDC) for review and approval. Applications for the HDC must be submitted to the Town Hall receptionist on the main floor of Town Hall by 10:00am at least two Friday's before the scheduled hearing. The HDC meets at 7:30pm at Town Hall on the first Tuesday of each month. The schedule of HDC hearings and application deadlines is available on the HDC's page on the Town of Falmouth website ([www.falmouthmass.us](http://www.falmouthmass.us)). The Town Hall receptionist will contact you to inform you of the meeting date when the HDC will discuss your application.

Sign applications submitted to the HDC must include the following:

- ❖ Appropriately scaled plot plan showing the location of the sign; submit four (4) 8"x10" or 11"x17" copies.
- ❖ A scaled rendering including dimensions, with proposed sign shown in color or with color chips attached. Submit four (4) copies; size can range from 8"x10" to 11"x17".
- ❖ A detailed description of the proposed sign, including materials and proposed lighting.

For more information, please visit the HDC's page on the Town of Falmouth website or contact the HDC by email at [fhdc@falmouthmass.us](mailto:fhdc@falmouthmass.us). You may also leave a detailed voice message for the HDC by calling 508-495-7458; your call will be returned as soon as possible by a representative of the HDC.

Once you have received the HDC's approval and letter of conditions, you must bring this information to the Building Department along with the required payment for your sign permit.

- 3) If the sign is not in a Local Historic District and is greater than eight (8) square feet, the Sign Permit Application must be submitted to the Design Review Committee (DRC) for review and approval. Applications to the DRC must be submitted to the Town Hall receptionist on the main floor of Town Hall. The DRC will review the proposed sign to ensure that it meets the standards described in the Town's Sign Bylaw. The DRC meets at 5pm at Town Hall on the second and fourth Wednesday of each month. For more information, please visit the DRC's page on the Town of Falmouth website ([www.falmouthmass.us](http://www.falmouthmass.us)) or contact the DRC by email at [drc@falmouthmass.us](mailto:drc@falmouthmass.us). The Town Hall receptionist will contact you to inform you of the meeting date when the DRC will discuss your application.

Sign applications submitted to the DRC must include the following:

- ❖ Appropriately scaled drawing showing the location of the sign; submit two (2) 8"x10" or 11"x17" copies.
  - If the sign will be mounted, please include a description of the structure on which the sign will be mounted (including dimensions and a description of other signs on the same wall or roof). Photographs of the structure shall also be included in the application.
  - If the sign will be free-standing either on your property or off the premises, submit a plot plan showing the exact height and location above natural grade.
- ❖ A scaled rendering including dimensions, with proposed sign shown in color or with color chips attached. Submit two (2) copies; size can range from 8"x10" to 11"x17".
- ❖ A detailed description of the proposed sign materials and lighting. The lighting description must specify whether the sign will be illuminated with interior or exterior lighting and include information on bulb wattage.

Once you have received the DRC's approval, you must bring the signed application to the Building Department along with the required payment for your sign permit.

- 4) In addition to the Historic District Commission and Design Review Committee requirements listed above, all applications for off-premises signs must also be submitted to the Board of Selectmen for a variance.

*Town of Falmouth, MA  
Tuesday, May 14, 2024*

## Chapter 184. Signs

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

#### § 184-26. Illumination.

- A. Signs shall be illuminated only with steady, stationary, shielded light sources directed solely onto the sign without causing glare.
- B. Internal illumination is permitted for up to forty (40) square feet of area for any sign, except that no internal illumination is permitted for residential and/or home occupation signs and for all signs in the Historic Districts other than time-and-temperature signs, Residential Districts and Agricultural Districts, regardless of the use of the property. In no case shall internally illuminated signs cause a glare.
- C. Neon window signs may be permitted as in § 184-38.
- D. Gas-filled light tubes shall be allowed for indirect illumination and when placed in such a manner that the tubes are not exposed to view from any point along the public roadway or sidewalk.

May 1, 2024

Diane Davidson  
Office Manager  
Town of Falmouth  
59 Town Hall Square  
Falmouth, MA, 02540



Dear Ms. Davidson,

Cape Cod Church, located at 1205 Nathan Ellis Highway, East Falmouth, MA, has been issued a sign permit to update our existing free-standing sign with our new logo (Permit No S-22-2720) The PERMITTED sign was approved with exterior lighting. We are seeking to light the letters and logo from within which requires approval from the Selectboard in our zoning (Agriculture). We are requesting to be put on the schedule for the next available Selectboard Meeting.

In a previous Selectboard meeting, we were asked to provide specifications on light intensity (lumens) for our sign and compare it to previously-approved signs with a light intensity specification. Please see:

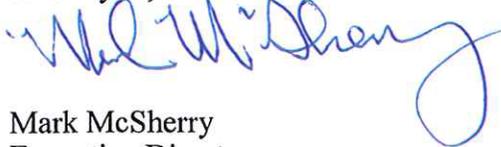
- Attachment A: Cape Cod Church Sign Lighting Approval Request - Overview
- Attachment B: Cape Cod Church Sign Details
- Attachment C: Cumberland Farms Sign Light Intensity Details
- Attachment D: Sign Light Intensity Comparisons
- Appendix 1: Cape Cod Church in the Community

We are now working with Mandeville Sign who is designing and installing our new sign. Mandeville Sign has been installing high quality signs for over 100 years and has installed several interior-lit signs in Falmouth.

We have met with Eleanor MacKay, Assistant Zoning Compliance Officer, to review this sign variance request.

Please let me know if we can provide any more information and the date that we are to be on the schedule for the Selectboard meeting.

Thank you,



Mark McSherry  
Executive Director  
Cape Cod Church  
Mark@CapeCodChurch.com  


## Attachment A - Cape Cod Church Sign Lighting Approval Request - Overview

Cape Cod Church is a 40,000 sq ft church facility on a 10-acre parcel located at 1205 Nathan Ellis Highway, East Falmouth, MA, 02536 across from Cape Cod Fairgrounds. Our building was completed in 2014 with a 1,000 seat auditorium, classrooms, café, and offices. We met all building department code and fire department code for commercial buildings for the construction of our facility and campus. Since opening in 2014, Cape Cod Church facility is inspected annually by the Falmouth Building Department, Falmouth Fire Department and the Falmouth Health Department. We are zoned Agricultural, like our neighbors the Cape Cod Fairgrounds, and have historically been treated as a commercial building by the Town of Falmouth.

We have changed our church logo and are looking to update our existing free-standing front sign located on Nathan Ellis Highway (original permit no 2013-05776). The Falmouth Building Department has approved our new sign with exterior lighting (permit no S-22-2720). We are requesting a variance to light the APPROVED Sign with interior-lit letters per the code for agricultural zoned properties. *The PROPOSED sign is identical in every aspect (e.g., dimensions, lettering, logo, materials, construction, location, etc.) to the APPROVED sign with the only difference being interior illumination. (Details in Attachment B)*

In a previous meeting, the Falmouth Selectboard requested that we provide sign light intensity specifications and compare it to other signs in Falmouth with lighting specifications. We subsequently met with Jonathan Dickinson of the Building Department and he said *there is no building code requirement for sign light intensity whether exterior-lit or interior-lit in any Falmouth zoning*. Of the hundreds of commercially-zoned properties with signs with interior-lit letters in Falmouth, Jonathan was aware of only one application that happen to provide light intensity specifications— Cumberland Farms, 400 East Falmouth Highway, East Falmouth, MA, 02536. The sign was approved by the Falmouth Selectboard on Aug 28, 2020. It was a variance request for sign size not light intensity (Details in Attachment C). Our Proposed Sign has significantly lower light intensity specifications than the approved Cumberland Farms sign.

The approved Cumberland Farms street sign includes Push-Thru letters and logo and an LED SmartPay Board display (e.g. gas prices). *The Cumberland Farms LED SmartPay Board display is approximately 10X brighter (6,280 lumens) than the push-through letters and logo (680 lumens). Our Proposed Sign only has push-through logo and letters and our sign light intensity (650 lumens) is approximately 10X less bright than the Cumberland Farm LED SmartPay Board and less bright than their Push-thru logo and Channel letters* (Comparison details in Attachment D).

Our sign is located at the required set back from Nathan Ellis Highway and is not visible from any residential homes. Cape Cod Fairgrounds is located across the street and is also our abutting neighbor to the west. Plum Hollow Road is a residential neighborhood set back from the road and located 150 yards to the east of our sign location and across from the Cape Cod Fairgrounds office facility which has a programmable LED Board Display sign located on Nathan Ellis Highway at their entrance.

## Attachment B - Cape Cod Church Sign Details

Project Location: Cape Cod Church, 1205 Nathan Ellis Highway, East Falmouth

Scope of Project: Interior Lighting of Approved Sign

### APPROVED SIGN (Permit Number S-22-2720)



#### Exterior-Lit Sign

**APPROVED FOR:** location, size, dimensions, double-sided, lettering, materials, construction, etc.  
with *exterior lighting*

### PROPOSED SIGN



#### Interior-Lit Sign

**Identical to Approved Sign** above except for sign to be lit from within with LED modules.

LED Light Intensity Specifications:

Letters and Sailboat Logo

650 lumens

*Note: The LED lighting is contained within an aluminum cabinet creating a light box which only transmits a portion of the light through the semi-translucent plexiglass letters and logo with vinyl surfaces. The source LED lighting is blocked/reduced by the surface area of the aluminum surface (approx 60%) and further reduced by the density of the plexiglass letters and vinyl coating of the letters and logo.*

Rev: 05/01/2024



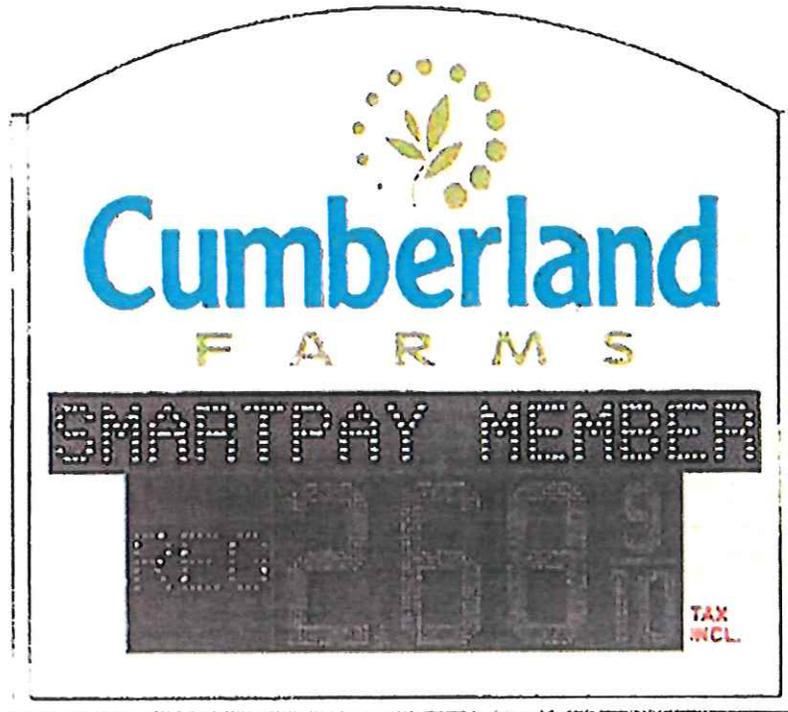
# Attachment C - Cumberland Farms Sign Light Intensity Details

Project Location: Cumberland Farms, Inc., 400 East Falmouth Highway, East Falmouth

Scope of Project: Sign variance for size of three signs. Light intensity specifications also provided

**Approved by Falmouth Selectboard on August 10, 2020, Permit Number 2020-5796**

## Freestanding Sign



*Rear Elevation*

Raised acrylic push-thru logo and letters, and LED SmartPay Board lit from within with LED modules

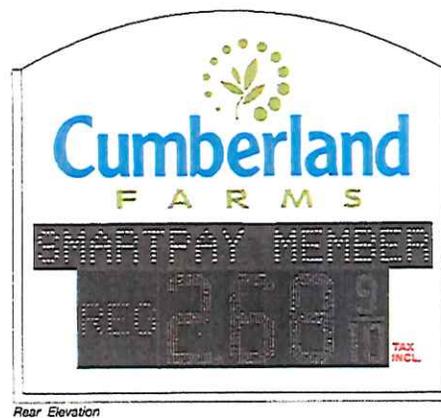
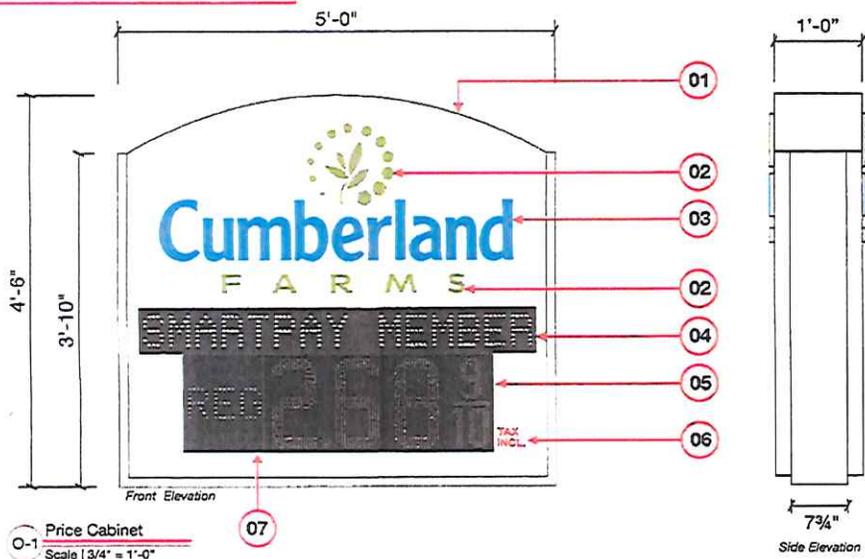
### Light Intensity Specifications

Push-thru logo and letters	Lumens 680
LED Smart Pay Board and Pricer unit	Lumens 6,280

Note: The Cumberland Farms drawing includes a Smart Pay Board/Pricer unit which features a programmable scrolling SmartPay display for messaging and a programmable Pricer Unit with red letters at 6,280 lumens to be visible in daylight.

# Attachment C (Cont)

All LED components are dimmable and can be adjusted to a lower brightness level if needed.  
 Push Thru Logo = 600 lumens at 100%  
 Push Thru Logo = 612 lumens at 90%  
 Able LED Display = 6,200 lumens at 100%  
 Able LED Display = 5,652 lumens at 90%





400 E. Falmouth Hwy  
East Falmouth MA 02536  
ACCT #: 12364

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**PRESENTATION**

Typography

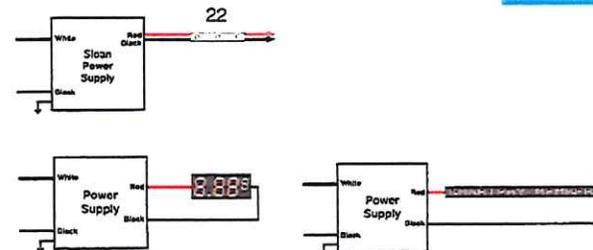
Arial  
Bold | 0 Kerning | 0 Spacing  
ABCDEFGHIJKLMNOPQRSTUVWXYZ  
abcdefghijklmnopqrstuvwxyz  
0123456789!@

Color Palette | Pantone - Paint - Vinyl

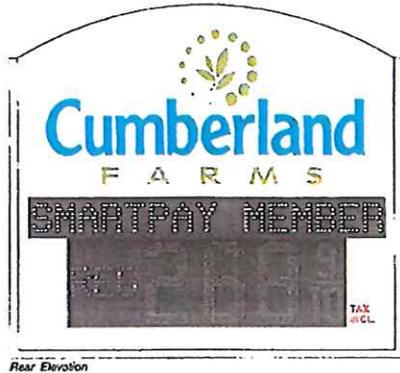
- C1 Pantone Color: 301C  
Opaque Vinyl: 3M Vinyl Blue 180C-17  
Translucent Vinyl: 3M Bristol Blue 3630-97
- C2 Pantone Color: 378C  
Opaque Vinyl: 3M Apple Green 100C-188  
Translucent Vinyl: 3M Brilliant Green 3630-106  
Green ACAP: Alcoa KeyStone Duraglass  
3000 Outcopper Green
- C3 Pant Color: Cumberland Farms White  
Resins: Alcoa Chem White  
(3000 D-15, 19 S-44)
- C4 Pantone Color: 186C  
Opaque Vinyl: 3M Geranium Red 186C-43  
Translucent Vinyl: 3M Cardinal Red 3030-33



- 01 D/F illuminated fabricated aluminum cabinet w/ 1/8" faces painted Cumberland Farms White Formula (300G B-10, .1g B-44)
- 02 3/4" Clear Acrylic Push Thru (1/2"± Exposed) w/ 3M™ Translucent vinyl Brilliant Green #3630-106 laminated to 1st surface
- 03 3/4" Clear Acrylic Push Thru (1/2"± Exposed) w/ 3M™ Translucent vinyl Bristol Blue #3630-97 laminated to 1st surface
- 04 6 1/4" h x 4'-6 1/2" w LED Smart Pay Board (6 1/4" H x 54 1/4" W Window Opening)
- 05 12" h Able LED Pricer Unit (Red) Supplied By Cumberland Farms (1'-1 1/4" h Window Opening)
- 06 3M™ Controltac™ Graphic Film with Comply™ Adhesive 180C-63 Geranium Red applied to 1st Surface
- 07 14.75" h x 12.25" w Red LED Regular Board



## Attachment D - Sign Light Intensity Comparisons



### Cumberland Farms free-standing road sign

Push-Thru Cumberland Farm logo and letters  
SmartPay Board & Pricer Unit

### Lumens

680

6,280

### Cod Church free-standing road sign

Push-Thru letters and sailboat logo

### Lumens

650

### Other Comparative Details

Cumberland Farm sign set back

10 ft from road edge

Cape Cod Church sign set back

30 ft from road edge

Cumberland Farms SmartPay Board and Pricer unit

Scrollable

Cape Cod Church logo and letters

Static

Cumberland Farm sign size

Required variance

Cape Cod Church sign size

Approved – no variance required

Note: Scrollable LED displays signs are located throughout Falmouth at gas stations, banks, Cape Cod Fairgrounds (time and date) and are designed to be noticeable during daylight hours. These lights are significantly brighter (10X) than the static letters we are proposing. Scrollable light display boards are also more noticeable/distracting than static letters.

### Summary

The Cape Cod Church interior-lit letters and logo are 10x less bright than the Cumberland Farm SmartPay Board and Pricer unit. Our letters and logo are also less bright than the Cumberland Farm letters and logo. Our updated sign will be attractive, safe and allow people to recognize our location when attending church and community events that we host.

## Appendix 1

# Cape Cod Church in the Community

### **Annual - Providing volunteers, facilities and financial support (over \$75K per year):**

- Cape Cod Church serves as the Emergency Evacuation Center for Falmouth High School (as requested and coordinated by Safety Coordinator and Safety Team, Superintendent of Schools and Falmouth Police Department).
- Trunk or Treat Halloween event at Cape Cod Church – over 2,500 attendees having a safe and fun Halloween experience. (16 years)
- 10+ year partner with Falmouth Service Center: Annual donation and largest contributor to Service Center's annual Thanksgiving Turkey dinner drive (200+ turkeys per year)
- Partner with A Baby Center to provide weekly free diaper service and annual Christmas "Joyful Night" shopping night for those in need (financial support)
- Provide financial support and volunteers for Neighborhood Falmouth for senior support.
- Provide financial support and volunteers for Belonging to Each Other for homelessness efforts.
- Annual Thrive Conference at Cape Cod Church – community sessions focus on how to help with housing, addiction, mental health, food insecurity, human trafficking, prisoner reintegration, adoption, and more (250+ attendees per year).
- CapeKidMeals – financial support to provide weekend meals to food insecure in Cape Public schools.
- Amirah, Inc Human Trafficking Rescue organization – financial support.
- Samaritans of Cape Cod – suicide prevention – financial support.
- Partner with Community Health Center of Cape Cod to conduct blood drives at Cape Cod Church
- Local Benevolence fund to support those in need.
- Annual financial support of Falmouth High School Prom Night.
- Hello Summer Program providing free bikes with lights and reflective vests to J-1 summer students (20-100 bikes per year).
- Free Summer Sports Camps open to public (soccer and lacrosse) for 170+ youth.
- Falmouth Youth Soccer – use of our athletic fields (offloads usage at Trotting Park fields).
- Athletic field and basketball court open to the public.

### **PROJECTS (2020-2024) - \$160K+ donated to support:**

- Donation and volunteer support for Falmouth's Habitat for Humanity project (\$50K).
- Donation to CapeKidMeal's for Falmouth School program and new headquarters development (\$25K).
- Amirah, Inc Vocational Training Project for Human Trafficking (\$25K).
- Addiction/Recovery: annual support and Easter meals to Teen Challenge, Emerson House, Miller House.
- Covid-19 Support – provided meals for healthcare staff at Falmouth Hospital and Falmouth Police department.
- Sponsored McLean Hospital mental health training for all Falmouth public school teachers (2018).
- Back to School Teacher Gift certificates for school supplies.
- Housed and supported Falmouth J-1 visa summer student seriously injured in biking accident.
- Cape Cod Church open to public during storms/power outage, free coffee and wifi.
- Hosted Music Memory public elementary school music program with Cape Cod Symphony (3 years)

**TOWN OF FALMOUTH**  
**SELECT BOARD**  
Meeting Minutes  
Open Session  
MONDAY, **NOVEMBER 7, 2022** – 6:30 P.M.  
SELECT BOARD MEETING ROOM  
TOWN HALL  
59 TOWN HALL SQUARE, FALMOUTH, MA 02540

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

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

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

1. Chair Taylor called the open session to order at 6:30 p.m. and motioned to convene the executive session M.G.L. c.30A s.21(a)(3) – To discuss strategy with respect to collective bargaining – Firefighters Union Minimum Shift Staffing because to not go into executive session could prejudice ongoing negotiations. Mr. Patterson seconded the motion. It was followed by a roll call vote in Open Session to go into Executive Session for the purpose of discussing the above-listed items, and to return to Open Session after discussion. Roll Call Vote: Mr. Brown, aye; Mr. Patterson, aye; Ms. Scott Price, aye; Chair Taylor, aye; Mr. Zylinski, aye.

2. Pledge of Allegiance

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

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

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

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

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

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

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

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

6. Public Comment

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

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

## **TOWN MANAGER'S PRELIMINARY REPORT**

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

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

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

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

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

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

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

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

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

## **PUBLIC HEARINGS**

1. Fee Hearing – Discuss and Vote to Establish and Promulgate Fees for 2023 (15 minutes)

Ms. Scott Price read the hearing notice.

The changes and fees are in the Select Board packets.

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

Public Comment:

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

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

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

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

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

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

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

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

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

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

Ms. Scott Price read the hearing notice.

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

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

Ms. Scott Price read the hearing notice.

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

Public Comment: none.

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

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

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

Ms. Scott Price read the hearing notice.

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

Public Comment: none.

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

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

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

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

Ms. Scott Price read the hearing notice.

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

Public Comment: none.

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

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

## **BUSINESS**

1. Vote Interim Town Manager Agreement  
**Ms. Scott Price motion approval. Second Mr. Patterson. Vote: Yes-5. No-0.**

2. Report – Solid Waste Advisory Committee

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

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

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

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

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

3. Report – School Committee

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The lumens will be precedent setting.

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

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

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

5. Approve Annual License Renewals for 2023:

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

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

**ALL ALCOHOL CLUB LICENSE**

Cape Cod Curling Club, 37 Highfield Drive

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

Palmer House Inn, 81 Palmer Avenue

**WINE & MALT PACKAGE STORE**

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

**COMMON VICTUALLER LICENSE**

Le Bon Jour, 420 East Falmouth Highway

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

**INNHOLDER LICENSE**

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

**ENTERTAINMENT**

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

**SUNDAY ENTERTAINMENT LICENSE**

Casa Vallarta, 70 Davis Straits

**USED CAR DEALER LICENSE**

Intergas, 10 North Main Street  
O'Hara Motors, Inc., 50 Spring Bars Road

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

**CONSENT AGENDA**

1. Administrative Orders

- a. Vote to approve motion submitted by The 300 Committee on the request from The 300 Committee for a Conservation Restriction for the Ed Brown-Leger 3.72-acre property at 0 Boxberry Hill Road Chair Taylor noted this will be held for a future date at the request of the applicant.
  - b. Vote to Accept FY2022 Bulletproof Vest Partnership Program Award in the Amount of \$6,525.00
  - c. Initiate naming process to dedicate the beach side of the Menauhant Bridge to Bruce G. Mogardo
  - d. Authorize Letter to Eversource in Opposition to Herbicide Spraying for Vegetation Management
  - e. Set date for April 2023 Town Meeting  
This item was held and will be brought back to the Select Board. Mr. Johnson-Staub will consult with the Town Clerk about the dates discussed, 4/3/22 and 4/10/22.
2. Committee Appointments:
- a. Veterans Council Committee – William Doherty, Amvets Post 70 Representative
  - b. Veterans Council Committee – Ron Nasif – DAV Representative  
The Select Board deferred tonight’s vote and held this item for a future date to give them time to look get more information that will help them decide.

**Mr. Zylinski motion to hold the vote to another time. Second Ms. Scott Price. Vote: Yes-5. No-0.**

**Ms. Scott Price motion to move the consent agenda, with the exception of item 2.(b). Second Mr. Patterson. Vote: Yes-5. No-0.**

**MINUTES**

- 1. Review and Vote to Approve Minutes of Meetings
  - a. Executive Session  
June 21, 2022; June 27, 2022; July 5, 2022; July 11, 2022; July 25, 2022; August 15, 2022; August 22, 2022

Mr. Patterson noted the minutes of 7/5/22 are missing the name of the Town Manager in a section, he asked that Julian Suso’s name be added to a section.

**Mr. Patterson motioned approval of all minutes and not release to the public. Chair Taylor amended the motion to include as edited. Second Mr. Zylinski. Vote: Yes-5. No-0.**

**TOWN MANAGER’S SUPPLEMENTAL REPORT**

Bid for the new Sandwich Road fire station will be published this week. The Building Committee worked with Owner’s Project Manager and Architect, the bidding environment is highly volatile, there is a greater than normal chance bids may come in over budget.

License awarded to Richard Bowen (should be John Bowen (typographical error in report)), 102 Grande Ave., to allow a parking spot in town right of way. It became known to the town that construction after the license was voted caused multiple conflicts with the property owner’s Special Permit. The Building Commissioner and DPW followed up on noncompliance issues, Mr. Bowen has retained legal counsel and is working to submit an application to address those noncompliance issues. Mr. Johnson-Staub made it known to Mr. Bowen that it could cause the Select Board to reconsider the license.

Staffing updates; A local building inspector has been hired, all inspector positions are now filled. The Building Department is still short an Administrative Clerk. The Accounting Office had a part time Administrative Clerk resign, that person is moving out of state.

Chair Taylor has had several good comments about the Building Department and how they are working with local contractors. Mr. Brown has been hearing positive comments as well.

Next meeting: Town Meeting is 11/14/22, the Select Board will meet before Town Meeting. The next regular Select Board meetings will be on 11/21/22, 12/5/22, and 12/19/22. There will be a Saturday workshop meeting with the Finance Committee Chair and Vice Chair on 1/7/23.

## **SELECT BOARD REPORTS**

Select Board members reviewed the precinct meetings they will attend.

Mr. Patterson:

Attended Precinct 1 and 2 meeting.

Mr. Brown:

Attended David Chavez video conference on Sport Courts, exercise courts, and there is a grant opportunity to offset the potential cost. He forwarded the information to the Recreation Director and Recreation Committee Chair.

Attended chamber meeting with Brian Switzer and other housing advocates of making a video with a snapshot of housing in Falmouth, what can be done, and what is being done.

Ms. Scott Price:

Housing to Protect Cape Cod housing summit, over 400 people there, a lot of representation from Woods Hole institutions leadership, hosted by the Housing Assistance Corporation. Very depressing, the state of housing, trends, were put in perspective. Solutions discussed, multifamily zoning came up, home shares, a lot of good information, and will share her notes with the Affordable Housing Committee. Advocacy training that afternoon, a town huddle is offered to facilitate conversations in town about opportunities and can write new bylaws and review current bylaws.

Mr. Patterson:

Housing summit, 1,000 families left Cape Cod for other places, houses are being purchased by affluent people who are airbnb'ing them. Makes it difficult, the result is 50% of people employed for the Town local services are coming from off cape now. They cannot make enough money on Cape Cod to live on Cape Cod. There are no answers other than trying to take advantage of increased density where appropriate, sewerage, balancing all of this and be equitable and fair is a complex issue. Looking at how to restrict properties so they cannot be used for short term rental; that gets into property rights issues. It is becoming a big issue, is not unique to Cape Cod, but worse here because people can purchase homes for short term rental and use as their vacation home.

Attended the Community Preservation Committee meeting.

Mr. Brown:

Attended the 11/18/22 Cape and Islands Municipal Leaders meeting. The guest speaker was from Vale, Colorado and talked about deed restriction on houses and if any towns are making progress in researching potential of moratorium or regulation that could be applied to short term rentals.

Mr. Zylinski:

Tonight, has provided information that offers a helpful perspective on the housing crisis and how it may affect the community. Young professionals from Woods Hole pled to the Select Board about finding a way to help, then address how it affects our children.

## **DISCUSSION OF FUTURE AGENDA ITEMS**

Sign issue will come in the future.

Update on the lift station for Scranton Ave., and Davis Straits development. Mr. Johnson-Staub said there is no agreement, waiting to hear from the applicant's attorneys to see if we can come up with an agreement regarding the Falmouth Plaza Flow Neutral variance. The Wastewater Superintendent commissioned a study in August and results are due in February 2023. April Town Meeting action would be the soonest to fund construction for more flow in that area.

## **ADJOURN**

Mr. Zylinski motion to adjourn at approximately 9:20 p.m. Second Ms. Scott Price. Vote: Yes-5. No-0.

Respectfully Submitted,

Jennifer Chaves  
Recording Secretary

## OPEN SESSION

### BUSINESS

9. Application filed by Town Hall Partners, LLC d/b/a Timber for a Change of Manager of its All-Alcoholic Beverages Restaurant License, 23 Town Hall Square, Falmouth **(5 minutes)**



## AGENDA ITEM SUMMARY SHEET

**ITEM NUMBER:** Business 9.

**ITEM TITLE:** Application filed by Town Hall Partners, LLC d/b/a Timber for a Change of Manager of its All-Alcoholic Beverages Restaurant License, 23 Town Hall Square, Falmouth

**MEETING DATE:** 5/20/2024

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

**SUBMITTED BY:** Mike Renshaw, Town Manager

**ATTACHMENTS:** License Application Review; ABCC Amendment, Change of Manager Form dated April 26, 2024; Entity Vote, Applicant's Statement

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### PURPOSE:

The Select Board will review and consider the approval of an application for change of manager of an All-Alcoholic Beverages Restaurant License filed by Town Hall Partners, LLC d/b/a Timber for a Change of Manager of its All-Alcoholic Beverages Restaurant License, 23 Town Hall Square, Falmouth.

### BACKGROUND/SUMMARY:

- The proposed new manager is Ryan M. Montella and the last-approved manager was Edmund Reid.
- All the required documentation associated with this Change of Manager application was received by the Select Board Office as of May 2, 2024.
- The Falmouth Police and Falmouth Fire Rescue Departments have reviewed the application and have no objections to its approval.

- The Building Department has reviewed the application and has no concerns.

**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 filed by Town Hall Partners, LLC d/b/a Timber, as presented.

**OPTIONS:**

- Motion to approve the Application for a Change of Manager of an All-Alcoholic Beverages Restaurant License filed by Town Hall Partners, LLC d/b/a Timber, as presented.
- Motion to deny approval of the application for a Change of Manager of an All-Alcoholic Beverages Restaurant License filed by Town Hall Partners, LLC d/b/a Timber, 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 filed by Town Hall Partners, LLC d/b/a Timber, as presented.

*Michael Renshaw*

\_\_\_\_\_

Town Manager

5/16/2024

Date

**LICENSE APPLICATION REVIEW**

Restaurant/Business: Town Hall Partners, LLC d/b/a Timber

Address: 23 Town Hall Square

License Type: All Alcoholic Beverages Restaurant License

New License \_\_\_\_\_

Transfer of License \_\_\_\_\_

Change of License Change of Manager

Police Pending completion of town background check no objection

Fire No issues

Building No concerns

Health \_\_\_\_\_

Zoning \_\_\_\_\_

Planning \_\_\_\_\_

DPW \_\_\_\_\_

Assessor \_\_\_\_\_

Wastewater \_\_\_\_\_

\_\_\_\_\_

**NOTES:**



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
Town Hall Partners LLC d/b/a Timber	Falmouth	06241-RS-0390

**2. APPLICATION CONTACT**

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

Name	Title	Email	Phone
Kevin P. Klauer II, Esq.	Attorney	kevin@amentklauer.com	508-360-5255

**3A. MANAGER INFORMATION**

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

Proposed Manager Name	Ryan M. Montella	Date of Birth	[REDACTED]
Residential Address	9 Wellwood Circle, East Falmouth, MA 02536		
Email	manager@timberaxbarbowl.com	Phone	[REDACTED]
Please indicate how many hours per week you intend to be on the licensed premises	40+	Last-Approved License Manager	Edmund Reid

**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
11/2022		Asst. Manager	Timber	Michael Mueller
08/2010	05/2022	Manager	Somerset	Kate Solomon

**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 Ryan M. Montella Date 4/26/24

APPLICANT'S STATEMENT

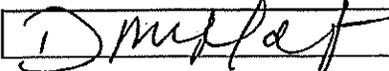
I, Devan Muttart the:  sole proprietor;  partner;  corporate principal;  LLC/LLP manager  
Authorized Signatory

of Town Hall Partners LLC d/b/a Timber  
Name of the Entity/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: 

Date: 04-26-2024

Title: Manager

## OPEN SESSION

### BUSINESS

10. Vote to approve intermunicipal agreement between the Town of Falmouth and MASSTC for urine diversion feasibility study **(10 minutes)**



## AGENDA ITEM SUMMARY SHEET

**ITEM NUMBER:** Business 10.

**ITEM TITLE:** Consider Approval of Inter-municipal Agreement to conduct Urine Diversion feasibility study

**MEETING DATE:** 5/20/2024

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

**SUBMITTED BY:** Mike Renshaw, Town Manager

**ATTACHMENTS:** Inter-municipal Agreement, Scope of Work

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### PURPOSE:

The Board is asked to consider approving an inter-municipal agreement (IMA) to fund the Massachusetts Alternative Septic System Test Center (MASSTC) to assist with developing a pilot project and evaluating the feasibility of a potential future project.

### BACKGROUND/SUMMARY:

- The Select Board previously authorized \$80,000 from American Rescue Plan Act (ARPA) funds for this work.
  
- Urine diversion is an ecologically friendly nutrient sanitation strategy that has potential to be used as one of many strategies to meet nitrogen reduction targets that have been established by the U.S. Environmental Protection Agency (EPA) for impaired embayments in Falmouth. Urine diversion also has the potential to be used to improve water quality in fresh water ponds that are not subject to regulatory requirements.

- The purpose of the future pilot project, which has estimated to cost in excess of \$1 million, is to obtain general use approval from the MA Department of Environmental Protection of urine diversion as a technology that can be used to meet the requirements of the watershed permits the Town will be seeking within the next four years.
- Given the totality of capital needs identified over the next 10 years, the Town Manager is not recommending the Town expend funds to deploy urine diversion beyond what is required as part of a watershed permit.
- The \$80,000 allocation to MASSTC will be used to address several questions relating to the feasibility of urine diversion as a strategy to meet DEP requirements for general use approval as a strategy to meet nitrogen reduction regulatory targets.
  1. Are there at least 60 homeowners willing to install at least one UD toilet and to exclusively use the UD toilet(s) for the duration of a three-years study? MASSTC and the Town are in agreement that in order to produce valid data for the efficacy of UD as a nitrogen reduction strategy, participant cannot have access to traditional toilets.
  2. Will the MA Plumbing Board approve one or more UD devices for installation?
  3. How will urine be collected from each house?
  4. What is the disposal plan for the urine collected? Will the disposal plan result in nitrogen flowing back into impaired embayments?
- There are a number of technical and policy issues to be addressed in order to answer the above questions.
- The enclosed scope of work was developed in collaboration with MASSTC and with input from Water Quality Management Committee representatives, Green Center representatives, and Kim Comart.
- The scope of work has a very aggressive timeline based on our goal to determine whether the pilot project is feasible in time for submission of a capital request to the Select Board and Finance Committee by August 30<sup>th</sup> so that it can be included on the November 2024 Town Meeting warrant. We will make every effort to meet this timeline but there are factors outside of the control of the Town and MASSTC that may prevent us from completing this work in time for the November town meeting.
- MASSTC is a public agency under the jurisdiction of Barnstable County.

- The enclosed inter-municipal agreement has been reviewed for form by Town Counsel.

**DEPARTMENT RECOMMENDATION:**

The Town Manager recommends the Select Board vote to approve the following motion:

Motion to authorize the Town Manager to execute the inter-municipal agreement and scope of work with the Massachusetts Alternative Septic System Test Center as presented.

**OPTIONS:**

- Motion to authorize the Town Manager to execute the inter-municipal agreement and scope of work with the Massachusetts Alternative Septic System Test Center as presented.
- Motion to deny authorizing the Town Manager to execute the inter-municipal agreement and scope of work with the Massachusetts Alternative Septic System Test Center as presented.
- Motion to authorize the Town Manager to execute the inter-municipal agreement and scope of work with the Massachusetts Alternative Septic System Test Center with Board specified revisions.

**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 authorize the Town Manager to execute the inter-municipal agreement and scope of work with the Massachusetts Alternative Septic System Test Center as presented.

*Michael Renshaw*

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Town Manager

5/15/2024

Date

**Intermunicipal Agreement  
Terms and Conditions**

**Barnstable County**  
3195 Main Street  
Barnstable, MA 02630

THIS INTERMUNICIPAL AGREEMENT is made pursuant to General Laws Chapter 40, §4A, this  
27th day of March, 2024 by and between

Town of Falmouth, 59 Town Hall Square, Falmouth, MA 02540

(Town Name and Address)

(hereinafter referred to as Town), and Barnstable County (hereinafter referred to as County and collectively as the "Parties").

The Intermunicipal Agreement ("Agreement") Terms and Conditions and any agreed upon changes thereto included in any Amendments shall take precedence over any additional or conflicting terms and conditions as may be included in any other document attached hereto.

NOW THEREFORE, the County and the Town do mutually agree as follows:

1. **Employment of County.** The County hereby agrees to perform the services hereinafter set forth in the Scope of Services. County hereby agrees to hold the Town harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and County specifically agrees to pay for all damages incurred by the County or Town, including costs, benefits, and reasonable attorney fees in the event the County files such claim.

2. **Scope of Services.** The County shall perform the scope of services to the Town set forth in  
Falmouth-MASSTC IMA Scope 2024-05-09

3. **Amendments.** The following amendments to the Intermunicipal Agreement have been executed by duly authorized representatives of the Parties and are attached hereto and incorporated herein:  
None at this time.

4. **Time of Performance.**

May 21, 2024

Start Date

November 29, 2024

End Date

5. **Responsible County Official:** The County Official and Department exercising managerial control for this Contract shall be: Brian Baumgaertel, MASSTC Director

6. Payment:

- A. The Town shall compensate the County for the services rendered at the rate of \$ 80,000 per project (e.g., hour, week, quarterly, project, etc.).
- B. In no event shall the County be reimbursed for time other than that spent providing the described service(s).
- C. Payment will be made upon submittal and approval of the County's Invoice(s) that is (are) sent Monthly\_\_\_\_, Quarterly<sup>X</sup>\_\_\_\_, Other\_\_\_\_ (specify)\_\_\_\_\_.
- D. Reimbursement for Travel and Other County Expenses:
- All travel and meals are part of this Agreement. No reimbursement will be made.
  - County will be reimbursed for pre-approved travel in an amount not to exceed \$\_\_\_\_\_. Copies of receipts must be submitted. Any expense claimed by the County for which there is no supporting documentation shall be disallowed.
  - County will be reimbursed for OTHER expenses in an amount not to exceed \$\_\_\_\_\_.
  - OTHER Expenses shall be limited to: \_\_\_\_\_  
Copies of receipts must be submitted. Any expense claimed by the County for which there is no supporting documentation shall be disallowed.
- E. The total of all payments made against this Agreement and paid to the County shall not exceed: \$ 80,000

Upon acceptance of the County's invoice, payment will be made within thirty (30) days. If an invoice is not accepted by the Town within fifteen (15) days, it shall be returned to the County with a written explanation for the rejection. At the end of each fiscal year, County must submit any outstanding invoices for services performed or delivered during the fiscal year (July 1-June 30) to the Town no later than July 31<sup>st</sup> of the year when the services were performed. County shall submit invoices within sixty (60) days of completing the work.

7. **Termination or Suspension of Agreement for Cause.** If through any sufficient cause, the County shall fail to fulfill or perform its duties and obligations under this Agreement, or if either party shall violate or breach any of the provisions of this Agreement, either party shall thereupon have the right to terminate or suspend this Agreement, by giving written notice to the other party of such termination or suspension and specifying the effective date thereof. Such notice shall be given at least fifteen (15) calendar days before such effective date.

8. **Termination for Convenience of Town.** The Town shall have the right to discontinue the work of the County and cancel this Agreement by written notice to the County of such termination and specifying the effective date of such termination. In the event of such termination or suspension of this Contract, the County shall be entitled to just and equitable compensation for satisfactory work completed, for services performed and for reimbursable expenses necessarily incurred in the performance of this Contract up to and including the date of termination or suspension.

9. **Non-Discrimination in Employment and Affirmative Action.** The County shall take affirmative action to ensure that qualified applicants and employees are treated without regard to age, race, color, religion, sex, marital status, sexual orientation, national origin, disability, or Vietnam Era Veteran status. The County agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964, as amended; Massachusetts General Laws Chapter 1518§(1); the Americans with Disabilities Act of 1990; and all relevant administrative orders and executive orders including Executive Order 246.

**10. Interest of Members of County and Others.** No officer, member or employee of the County, and no member of its governing body of the locality or localities in which the Project is situated or being carried out who exercises any functions or responsibility in the review or approval of the undertaking or carrying out of the Project, shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly financially interested or has any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

**11. Conflict of Interest.** County acknowledges that it may be subject to the Massachusetts Conflict of Interest statute, Mass. Gen. Laws ch. 268A, and to that extent, County agrees to comply with all requirements of the statute in the performance of this Contract.

**12. Recordkeeping, Audit, and Inspection of Records.** The County shall maintain books, records, and other compilations of data pertaining to the requirements of the Agreement to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven (7) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. If this contract is funded in whole or in part with state or federal funds, the state or federal grantor agency, the Town or any of its duly authorized representatives or designees, shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records and other compilations of data of the County which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review and copying of records.

**13. Findings Confidential.** Any reports, information, data, etc., given to or prepared or assembled by the County under this Agreement which the Town requests to be kept as confidential shall not be made available to any individual or organization by the County without the prior written approval of the County or Town, except to such extent as the information is determined to be a public record.

**14. Publication, Reproduction and Use of Material.** No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The County shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Contract.

**15. Political Activity Prohibited.** None of the services to be provided by the County shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

**16. Choice of Law.** This Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Town and the agents thereof, agree to bring any federal or state legal proceedings arising under this Contract, in which the County are a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any rights a party may have to intervene in any action, wherever pending, in which the other is a party. All parties to this contract and covenant agree that any disputes be litigated in the District or Superior courts in Barnstable County.

**17. Force Majeure.** Neither party shall be liable to the other nor be deemed to be in breach of this Contract for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault or negligence. Such causes may include but are not limited to: acts of God or the public enemy, wars, fires, floods, epidemics, strikes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

18. **Compliance with Laws.** The County shall promptly comply with all applicable laws, rules, regulations, ordinances, orders and requirements of the Commonwealth and any state or federal governmental authority relating to the delivery of the services described in this Contract subject to section 17 above. Unless otherwise provided by law, the County shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the County's failure to comply with the provisions of this section and, shall indemnify the Town against any liability incurred as a result of a violation of this section. If the County receives federal funds pursuant to this Contract, County understands and agrees to comply with all requirements outlined in the Office of Management & Budget Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200 subpart A-F)

19. **Headings, Interpretation and Severability.** The headings used herein are for reference and convenience only and shall not be a factor in the interpretation of the Contract. If any provision of this Contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.

20. **Amendments.** The County may, from time to time, require changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the County costs, which are mutually agreed upon by the County and the Town, shall be incorporated in written amendments to this Contract.

21. **Entire Agreement.** The Parties understand and agree that this Contract and its attachments or amendments (if any) constitute the entire understanding between the Parties and supersede all other verbal and written agreements and negotiations by the Parties relating to the services under this Contract.

22. **Notice.** Unless otherwise specified, any notice hereunder shall be in writing addressed to the persons and addresses indicated below (Name, postal address, phone, email address):

To the County: Brian Baumgaertel, MASSTC Director and Bryan Horsley, MASSTC Project Assistant  
4 Kittridge Road, Buzzards Bay, MA 02542

To the Town: Michael Renshaw, Town Manager and Peter Johnson-Staub, Assistant Town Manager  
59 Town Hall Square, Falmouth, MA 02540

*Employees of Barnstable County shall not be held personally or contractually liable by or to the Town under any term or provision of this Contract or because of any breach thereof. This Contract is not binding until signed by an authorized County official.*

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this date: \_\_\_\_\_

**FOR THE COUNTY:**

BARNSTABLE COUNTY:

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

**FOR THE TOWN:**

\_\_\_\_\_

\_\_\_\_\_  
Date

# Scope of Work

## Intermunicipal Agreement between the Town of Falmouth and the Massachusetts Alternative Septic System Test Center to develop the Falmouth Urine Diversion Project

May 9, 2024

The Town of Falmouth is planning a pilot project to assess urine diversion (UD) as a nutrient management tool to meet regulatory water quality targets in impaired watersheds and has asked MASSTC to design and to manage the project. UD is an ecologically friendly sanitation strategy that entails the diversion of human urine from the conventional wastewater stream using specialized toilet fixtures and collection systems followed by processing and reuse as a beneficial fertilizer product to enrich soil and offset synthetic fertilizer usage. The Falmouth Select Board has authorized an \$80,000 allocation to fund MASSTC's assistance with the development of this project, via an intermunicipal agreement (IMA), to evaluate the feasibility of a future provisional use project. It is estimated that the project will cost more than \$1,000,000 over a four-year period, which will include installation, operation and maintenance of UD toilet fixtures at up to 75 homes and performance monitoring as required by MassDEP for nutrient removal credit as a general use system. The Town has identified several questions to be answered to determine when, or whether, such an investment in this provisional use project is in the Town's best interests.

MASSTC and the Town have agreed upon the following scope of work to assess the viability of a future urine diversion provisional use project. While MASSTC is well suited to complete much of this work within the capacity of existing staff, MASSTC intends to subcontract with a consultant with specialized experience in ecological sanitation and UD to assist with various tasks within the project scope to assure best results within the timeline.

To meet fast-approaching deadlines the following task list is prioritized to prepare information needed for the Falmouth Capital Management review process which has an August 30, 2024, or earlier end date. Other work should be delayed until concluding these key items as other work may be unnecessary pending MA DEP, Plumbing Board, and resolution of Disposal options.

1. Stakeholder Group: Assemble a working group established by the Town and hold at least 3 meetings during the project period to coordinate and collaborate on the following scope of work and identify challenges for potential full-scale project. Stakeholders to include MASSTC staff, MASSTC consultant(s) and expert advisors, Town staff, Water Quality Management Committee designee, Freshwater Ponds Advisory Committee designee.

Deliverables: Meeting notes  
Completion: August 30, 2024  
Cost: \$8,000

2. Develop Participant Agreement: Assist Town with drafting an agreement to be signed by Falmouth homeowners interested in participating in the provisional use project. This agreement will address the following and additional project parameters to be determined:
  - a. Installation of toilet fixtures to meet DEP approval requirements,

- b. Town subsidy,
- c. Costs borne by homeowner,
- d. Responsibility for maintenance of fixtures within the home,
- e. Responsibility for collection and transport of urine from the home,
- f. Responsibility for system removal, if necessary,

Deliverables: Draft Homeowner agreement for submission to Town Counsel and Water Quality Management Committee (WQMC). Revised Homeowner agreement incorporating input from Town Counsel and WQMC

Completion: June 28, 2024

Cost: \$10,750

3. Toilet Fixture Selection and Approval: Identify and list available UD toilets and obtain necessary state and local approvals (Plumbing Board, Building Inspector, etc.) for at least one toilet (if available) for use in this demonstration project.

Deliverables: List of UD toilets approved by applicable regulatory agencies

Completion: August 30, 2024

Cost: \$8,000

4. Approval of Monitoring Plan: Obtain MA DEP approval of a monitoring, testing, and reporting plan that meets DEP requirements for approval of UD as a general use IA system.

Deliverables: Written monitoring, testing and reporting plan approved by MA DEP

Completion: August 30, 2024

Cost: \$6,750

5. Collection and Storage Systems Design and Approval: Review template engineering plans for in-home UD collection system (storage tanks, piping, etc.) with Mass Plumbing Board, Local Plumbing Inspector, and DEP to prepare for system permitting and installation.

Deliverables: Template engineering plan, written approval from applicable regulatory agencies

Completion: August 30, 2024

Cost: \$11,000

6. Assess Prospective Participants: Acquire existing list of prospective participants from local citizen groups, communicate program parameters and requirements, obtain signed agreements from homeowners. Submit signed agreements to Town for approval. Note, the Town will not execute any agreements if there are fewer than 60 agreements signed by homeowners.

Deliverables: Participant list, completed agreements from Falmouth homeowners

Completion: August 30, 2024

Cost: \$ 14,000

7. Urine Collection and Disposal Plan: Identify collection and disposal plan for provisional use project including, service providers, disposal locations, and applicable regulatory considerations.

Deliverables: List of service providers, description in report  
Completion: August 30, 2024  
Cost: \$7,500

8. Supplementary Funding and Geographic Expansion: Explore alternate and/or supplementary funding sources and opportunities to expand project to other towns.

Deliverables: Listing of potential funding sources, letters of interest  
Completion: August 30, 2024  
Cost: \$5,500

9. Report: Develop final report with input from stakeholder group to incorporate findings of this scope of work and associated deliverables and draft scope of work and project cost for demonstration project phase, provided above threshold requirements have been met.

Deliverables: Report summarizing project efforts and outcomes  
Completion: August 30, 2024  
Cost: \$8,500

<b>Total Project Cost \$80,000</b>	
MASSTC Staff Time	\$34,000
MASSTC Consultant(s)	\$40,000
Supplies and other services	\$6,000

## OPEN SESSION

## BUSINESS

11. Designate a member of the Select Board to seek input on the request to name the Overlook on the Coonamessett River for Betsy Gladfelter **(5 minutes)**



## AGENDA ITEM SUMMARY SHEET

**ITEM NUMBER:** Business 11.

**ITEM TITLE:** Designate member of the Select Board to seek input on the request to name the Overlook on the Coonamessett River for Betsy Gladfelter

**MEETING DATE:** 5/20/2024

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

**SUBMITTED BY:** Mike Renshaw, Town Manager

**ATTACHMENTS:** Naming Policy for Public Facilities and Places dated February 13, 2023;  
Support Emails

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### PURPOSE:

The Select Board will consider the designation of a Board member to seek input on the request to name the Overlook on the Coonamessett River for Betsy Gladfelter.

The original nomination was made before the Select Board on April 24, 2023.

### BACKGROUND/SUMMARY:

- On March 28, 2023, a request was made to the Select Board for their consideration to name the Overlook structure on the Coonamessett River in the name of Betsy Gladfelter.
- At its April 24, 2023 Board meeting, the Select Board voted to initiate the renaming process as outlined in the Naming Policy for Public Facilities and Places; the one year waiting period has now passed.

**DEPARTMENT RECOMMENDATION:**

The Town Manager recommends that the Select Board vote to designate a member to seek input on the request to name the Overlook on the Coonamessett River for Betsy Gladfelter.

**OPTIONS:**

- Motion to designate \_\_\_\_ to seek input on the request to name the Overlook on the Coonamessett River for Betsy Gladfelter.
  
- Motion to deny designating a member to seek input from the Beach Committee on the request to name the Overlook on the Coonamessett River for Betsy Gladfelter.

**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 a member to seek input on the request to name the Overlook on the Coonamessett River for Betsy Gladfelter.

*Michael Renshaw*

\_\_\_\_\_

Town Manager

5/16/2024

Date

**Town of Falmouth**  
**Select Board**  
**NAMING POLICY FOR PUBLIC FACILITIES AND PLACES**  
Adopted February 13, 2023

**Policy:**

This policy is adopted pursuant to the naming of public facilities and places in honor and/or in memory of those who served the greater Falmouth community.

**Guidelines:**

It is the policy of the Town of Falmouth, that the naming of public facilities and places is a significant event and should be done rarely, and only in accordance with the following guidelines:

Public facilities or places shall be considered for naming or renaming by written request, accompanied by background information and rationale, to the Select Board;

The Board shall consider naming based upon:

- Persons who were residents or town employees of excellent character and reputation who made significant contributions to the town. Attributes include:
  - Unusually effective and dedicated service to or on behalf of the town;
  - Efforts to sustain the high quality of life and service within the community;
  - Demonstrated understanding and activities within the essential functions of town government;
  - Service in the defense of freedom or other examples of effective citizenship;
- A geographic or functional name related to the facility or area;
- Names provided as part of trust arrangements, donations, bequests or other related activities;
- Tradition;
- Some combination of the above mentioned attributes.

**Procedure:**

In order to avoid personal or collective prejudice, favoritism, political pressure and/or temporary popularity, the Board shall take no action on an application to name a public facility or place for a period of at least one (1) year following submission of said application;

After the waiting period has elapsed, a member of the Select Board shall be designated to seek input and advice of whichever department, board, committee, or commission oversees the public facility or place to be named or renamed and report back to the full Board. The Select Board will then advertise and hold a public hearing to seek input from the community.

Following the hearing, the Board may vote to name the public facility or place as requested. A vote of four (4) members of the Select Board shall be required to approve a naming request.

Changing the name of a public facility or place already named shall require a vote of four (4) members of the Select Board AND a two-thirds vote of Town Meeting.

**Eligibility:**

All public facilities and places under the jurisdiction of the Select Board and/or any of its direct and indirect appointees are eligible to be named. These facilities and places include, but are not limited to: town buildings or parts thereof, undeveloped parcels of land, recreation areas, intersections, streets and roads, and other landmarks.

**Exceptions:**

Exceptions to this policy shall be made for:

- The Memorial Bench Policy;
- Where state or national laws, or regulations pertaining thereto, require that a facility or place be named in any manner inconsistent with this policy. For example, the Massachusetts LAND grant program requires that property acquired with these funds be named before they will reimburse the town for said purchase;
- Where naming is utilized as part of a capital campaign to raise funds. For example, the capital campaign which supported the 2007 renovation of the main branch of the Falmouth Public Library.

## OPEN SESSION

## BUSINESS

4. Nomination to name Overlook on the Coonamessett River for Betsy Gladfelter **(5 minutes)**

April 24, 2023 Falmouth Select Board meeting:

Nomination to name Overlook at Coonamessett River Greenway for Betsy Gladfelter



November 2019, Betsy Gladfelter with Stimson Associates representative with 3D model of Coonamessett Greenway Heritage Trail overlook after presentation to Select Board



Coonamessett Greenway Heritage Trail overlook off of John Parker Road

The 300 Committee Land Trust is joining Joe Netto in requesting that the Select Board consider naming the Overlook at the Coonamessett Greenway Gateway Park in honor of Betsy Gladfelter.

The public access components of the Greenway project were supported in part by The 300 Committee Land Trust and Community Preservation Act funds approved by Town Meeting. It was inspiring to witness Betsy's work ethic, vision, and commitment for the river restoration and public access improvements. We request that the Select Board support this naming initiative in honor of Betsy for her extraordinary dedication and effort to see this project through.

## Diane Davidson

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**From:** Nancy Taylor  
**Sent:** Wednesday, March 29, 2023 10:00 AM  
**To:** Joe Netto  
**Cc:** Peter Johnson-Staub; Jessica Whritenour; Diane Davidson; Onjalé Scott Price  
**Subject:** Re: Public property dedication

On Mar 28, 2023, at 11:22 AM, Joe Netto [REDACTED] wrote:

Dear Chairperson Taylor;  
Jessica Whritenour and I would like to request an agenda item at your April 24, 2023 BOS meeting. The purpose of this item is to nominate the Overlook on the Coonamessett River for Betsey Gladfelter and start the 1 year process of accomplishing this dedication to Betsey.

From the land of the retired  
Joe Netto

**OPEN SESSION**

**BUSINESS**

12. Discuss and consider the adoption of the Town of Falmouth Mission, Vision, and Core Values Statements **(5 minutes)**



## AGENDA ITEM SUMMARY SHEET

**ITEM NUMBER:** Business 12.

**ITEM TITLE:** Discuss and consider the adoption of the Town of Falmouth Mission, Vision, and Core Values Statements

**MEETING DATE:** 5/20/2024

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

**SUBMITTED BY:** Mike Renshaw, Town Manager

**ATTACHMENTS:** Draft Mission, Vision, and Core Values Statements

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### PURPOSE:

The Select Board will discuss and consider the adoption of the Town of Falmouth's first Mission, Vision, and Core Values Statements.

### BACKGROUND/SUMMARY:

- In September 2023 the Town Manager began working with the Management Team (primarily the staff leadership team comprised of both department and division managers) to develop a set of core value statements.
- Developing a set of Core Values for the organization is foundational because they:
  - Highlight an organization's core principles and philosophical ideals; what we stand for.
  - Guide the decisions and behaviors of the people inside the organization.
  - Signal to external stakeholders what's important to the organization.

- In November 2023 the senior management team focused their efforts on developing draft Mission and Vision Statements.
- Mission Statements are important for an organization because they:
  - Define an organization's purpose/reason for being.
  - Serve as a guide for the day-to-day operations of the organization.
  - Motivate employees toward a common near-to-medium term goal.
  - A well-defined Mission Statement answers the question of:
    - What do we do today?
    - Who do we serve?
    - What are we trying to accomplish?
    - What impact do we want to achieve?
- A well-crafted Vision Statement provides an important strategic look to the future of an organization by:
  - Describing the future of the organization.
  - Revealing what the organization aspires to be or hopes to achieve in the long-term.
  - Provides inspiration and motivation, but also provides clear direction, mapping out where the organization is headed.
  - A well-framed Vision Statement answers the questions of:
    - Where are we going moving forward?
    - What do we want to achieve in the future?
    - What kind of future services do we want to deliver?
- At its March 2, 2024 strategic planning workshop, the Select Board reviewed and discussed these draft Core Values, Mission, and Vision Statements.
- To be most effective as a navigational aid for the organization, it is important that the Core Values, Mission, and Vision Statements have employee buy-in and were developed as part of a collaborative process, and that they are adopted by the governing body.
- Once adopted, these Core Values, Mission, and Vision Statements will be included in the Town's staff recruitment and retention process and placed within the soon to be released strategic plan reporting platform.

**DEPARTMENT RECOMMENDATION:**

The Town Manager recommends that the Select Board vote to adopt the Town of Falmouth Core Values, Mission, and Vision Statements as presented.

**OPTIONS:**

- Motion to adopt the Town of Falmouth Core Values, Mission, and Vision Statements as presented.
  
- Motion to deny the adoption of the Town of Falmouth Core Values, Mission, and Vision Statements as presented.
  
- Motion to adopt the Town of Falmouth Core Values, Mission, and Vision Statements with specified revisions.

**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 adopt the Town of Falmouth Core Values, Mission, and Vision Statements as presented.

*Michael Renshaw*

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Town Manager

5/14/2024

Date



## Town of Falmouth

### Mission, Vision, and Core Values Statements

#### Mission Statement

*The Town of Falmouth's mission is to provide impeccable and efficient customer service to allow our residents, businesses, employees, and visitors the opportunity to live, work, and experience our unique charm today, tomorrow, and for future generations.*

#### Vision Statement

*To be the premiere Cape community that provides the most responsive, accessible, and inclusive environment for all.*

#### Our Core Values

##### ◆ **Honesty & Integrity**

We believe that honesty is the backbone of our credibility, ensuring that our words and actions are always aligned with the truth, and in the quiet strength of unwavering principles to guide our actions even when no one is watching.

##### ◆ **Transparency**

We create windows through which trust is built, allowing the community clear insight into our actions and decisions in order to foster accountability and public confidence.

##### ◆ **Communication**

We value the art of genuine listening, ensuring every word spoken or unspoken bridges understanding and fosters respect, allowing all voices to be heard.

##### ◆ **Professionalism**

We are committed to excellence, where expertise meets empathy, ensuring each interaction reflects our dedication to service and respect for all.

##### ◆ **Teamwork**

We are committed to a culture of mutual support and a harmony of diverse skills, where each voice is valued, contributing to a unified mission beyond individual capacities.

## **OPEN SESSION**

### **CONSENT AGENDA**

#### **1. Licenses**

- a. Approve application for a Special One-Day Wine & Malt Liquor License – Shipwrecked – Beachfest – Shipwrecked/ The Heights Hotel parking lot – Sunday, 6/9/24 from 12:00 p.m. to 5:00 p.m.



## AGENDA ITEM SUMMARY SHEET

**ITEM NUMBER:** Consent Agenda – Licenses 1.a.

**ITEM TITLE:** Approve application for Special One-Day Wine and Malt Liquor License- Shipwrecked- Beachfest- Shipwrecked/Heights Hotel parking lot- Sunday, June 9, 2024 from 12:00 PM to 5:00 PM

**MEETING DATE:** 5/20/2024

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

**SUBMITTED BY:** Mike Renshaw, Town Manager

**ATTACHMENTS:** License Application Review Form, Special One-Day Liquor License for the Sale of Alcoholic Beverages applications dated March 15, 2024; Site Plan; Certificate of Liability Insurance;

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### PURPOSE:

The Select Board will consider the approval of an application for Special One-Day Wine and Malt Liquor License- Shipwrecked- Beachfest- Shipwrecked/Heights Hotel parking lot- Sunday, June 9, 2024 from 12:00 PM to 5:00 PM.

### BACKGROUND/SUMMARY:

- Applicant Rob Loewen with Shipwrecked Restaurant submitted the Special One-Day License application for the Sale of Alcoholic Beverages on April 12, 2024.

- The event, titled Beachfest, is an outdoor summer kick off party and will be held in parking lot area of the heights Hotel and Shipwrecked on Sunday, June 9, 2024, from 12:00 PM to 5:00 PM, and approximately 200 people are expected to attend the event.
- The event was reviewed and discussed by the Internal Working Group for Special Events at its meeting on Thursday, April 25, 2024, and the Working Group recommended approval.

**DEPARTMENT RECOMMENDATION:**

The Town Manager recommends that the Select Board approve the application for a Special One-Day Wine and Malt Liquor License- Shipwrecked- Beachfest- Shipwrecked/Heights Hotel parking lot- Sunday, June 9, 2024 from 12:00 PM to 5:00 PM. As presented.

**OPTIONS:**

- Motion to approve the application for a Special One-Day Wine and Malt Liquor License- Shipwrecked- Beachfest- Shipwrecked/Heights Hotel parking lot- Sunday, June 9, 2024 from 12:00 PM to 5:00 PM. as presented.
- Motion to deny approval of the application for a Special One-Day Wine and Malt Liquor License- Shipwrecked- Beachfest- Shipwrecked/Heights Hotel parking lot- Sunday, June 9, 2024 from 12:00 PM to 5:00 PM. as presented.
- Select 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 Special One-Day Wine and Malt Liquor License- Shipwrecked- Beachfest- Shipwrecked/Heights Hotel parking lot- Sunday, June 9, 2024 from 12:00 PM to 5:00 PM. as presented.

*Michael Renshaw*

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Town Manager

5/16/2024

Date

Date: 5/20/24

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

**Applicant:** Shipwrecked, Rob Loewen

**Event:** Beachfest

**Location:** Parking lot of Shipwrecked and The Heights Hotel, 263 Grand Ave.

**Date:** Sunday, June 9, 2024 **Time:** 12:00 p.m. - 5:00 p.m.

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

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

- Police \_\_\_\_\_
- Fire Occupancy inside does not change; ex., in the event of rain.
- Health \_\_\_\_\_
- Building \_\_\_\_\_
- Communications \_\_\_\_\_
- M.E.S. \_\_\_\_\_
- DPW \_\_\_\_\_
- Recreation \_\_\_\_\_
- Beach \_\_\_\_\_
- \_\_\_\_\_

**NOTES:** This event was discussed by the Internal Working Group for Special Events at its meeting on Thursday, April 25, 2024.  
The Working Group recommends approval.

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



# Town of Falmouth

Office of the Town Manager and Select Board  
59 Town Hall Square, Falmouth, Massachusetts 02540  
Telephone (508) 495-7320

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

NAME OF APPLICANT: **Rob Loewen/Shipwrecked**

ADDRESS OF APPLICANT: **263 Grand Ave**

TOWN: **Falmouth** STATE: **MA** ZIP: **02540**

NAME OF ORGANIZATION: **Shipwrecked/Beachfest**

MAILING ADDRESS: **[Redacted]**

TELEPHONE #: **508-540-9600** EMAIL: **info@shipwreckedfalmouth.com**

LOCATION TO BE LICENSED AND ADDRESS: **Parking lot of Heights Hotel and Shipwrecked**

TOWN: **Falmouth** STATE: **Ma** ZIP: **02540**

AUTHORIZED MANAGER/OFFICER OF EVENT ESTABLISHMENT: **Rob Loewen**

EVENT TITLE: **Beachfest** TYPE OF EVENT: **Summer Kick off Party**

DAY AND DATE(S) OF EVENT: **Sunday-June 9, 2024**

HOURS OF EVENT: **12pm-5pm**

APPROXIMATE # OF PEOPLE: **200**

TYPE OF LICENSE:

1. WINE & MALT  NON-PROFIT  FOR PROFIT

2. ALL ALCOHOLIC  (NON-PROFIT ONLY) NON-PROFIT

**REQUIREMENTS CHECKLIST:**

1. Narrative describing the event, including a description of the premises, food service and security plan.
2. Floor plan of area where alcohol will be served and consumed, and securely stored and how this will be separated from public areas (roping, fences, etc.)
3. Certificate of non-profit status (if your organization is non-profit)
4. Certificate of liquor liability insurance: \$1 million per occurrence/\$2 million in the aggregate
5. Certificate of TIPS or other alcohol safety training for all persons handling alcohol
6. Application for Temporary Food Permit (Health Department)

APPLICANT'S SIGNATURE

4-12-24  
DATE

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

## **OPEN SESSION**

### **CONSENT AGENDA**

#### **1. Licenses**

- b. Approve application for a Special One-Day Wine & Malt Liquor License – On the Water, LLC – Striper Fest – Marina Park – Saturday, 9/28/24 from 12:00 p.m. to 6:00 p.m.



## AGENDA ITEM SUMMARY SHEET

**ITEM NUMBER:** Consent Agenda – Licenses 1.b.

**ITEM TITLE:** Approve application for Special One-Day Wine and Malt Liquor License- On the Water, LLC- StriperFest- Marina Park, Saturday, September 28, 2024 from 12:00 PM to 6:00 PM

**MEETING DATE:** 5/20/2024

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

**SUBMITTED BY:** Mike Renshaw, Town Manager

**ATTACHMENTS:** License Application Review Form, Special One-Day Liquor License for the Sale of Alcoholic Beverages applications dated December 13, 2023; Site Plan; TIPS Certifications

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**PURPOSE:**

The Select Board will consider the approval of an application for Special One-Day Wine and Malt Liquor License- On the Water, LLC- StriperFest- Marina Park, Saturday, September 28, 2024 from 12:00 PM to 6:00 PM.

**BACKGROUND/SUMMARY:**

- Applicant On the Water LLC submitted the Special One-Day License application for the Sale of Alcoholic Beverages on December 13, 2023.
- The event, titled StriperFest, is the culmination of the Striper Cup, a 20-week fishing tournament.

- The event will take place on Saturday, September 28, 2024 from 12:00 PM to 6:00 PM at Marina Park and Bandshell and approximately 3,000 people are expected to attend.
- The event was reviewed and discussed by the Internal Working Group for Special Events at its meeting on Thursday, April 25, 2024, and the Working Group recommended approval (the Working Group recommended, and the Town Manager approved, the following two conditions on the Special Event Permit:
  - No placement of tent in parking lot.
  - Work with the parks Superintendent, Jeremiah Pearson, with regard to a rain plan for the grass at Marina Park.

**DEPARTMENT RECOMMENDATION:**

The Town Manager recommends that the Select Board approve the application for a Special One-Day Wine and Malt Liquor License- On the Water, LLC- StriperFest- Marina Park, Saturday, September 28, 2024 from 12:00 PM to 6:00 PM as presented.

**OPTIONS:**

- Motion to approve the application for a Special One-Day Wine and Malt Liquor License- On the Water, LLC- StriperFest- Marina Park, Saturday, September 28, 2024 from 12:00 PM to 6:00 PM as presented.
- Motion to deny approval of the application for a Special One-Day Wine and Malt Liquor License- On the Water, LLC- StriperFest- Marina Park, Saturday, September 28, 2024 from 12:00 PM to 6:00 PM.
- Select 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 Special One-Day Wine and Malt Liquor License- Shipwrecked- Beachfest- On the Water, LLC- StriperFest- Marina Park, Saturday, September 28, 2024 from 12:00 PM to 6:00 PM.

*Michael Renshaw*

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**Town Manager**

5/16/2024

**Date**

Date: 5/20/24

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

**Applicant:** On the Water, LLC, Chris Megan

**Event:** Striper Fest

**Location:** Marina Park

**Date:** Saturday, 9/28/24 **Time:** 12:00 p.m. - 6:00 p.m.

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

Rain date: Sunday, 9/29/24.

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

- Police \_\_\_\_\_
- Fire \_\_\_\_\_
- Health \_\_\_\_\_
- Building \_\_\_\_\_
- Communications \_\_\_\_\_
- M.E.S. \_\_\_\_\_
- DPW \_\_\_\_\_
- Recreation \_\_\_\_\_
- Beach \_\_\_\_\_
- \_\_\_\_\_

**NOTES:** This event was discussed by the Internal Working Group for Special Events at its meeting on Thursday, April 25, 2024. The Working Group recommends approval.

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



PAID \$35.00 CK# 28912



APPLICATION

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

NAME OF APPLICANT: On The Water, LLC

ADDRESS OF APPLICANT: 707 Teaticket Highway

East Falmouth MA 02536

TOWN STATE ZIP CODE

NAME OF ORGANIZATION: On The Water

MAILING ADDRESS: Same as above

TELEPHONE #: 508-548-4705 EMAIL: val@onthewater.com

LOCATION TO BE LICENSED-ADDRESS: 180 Scranton Ave.

Falmouth MA 02540

TOWN STATE ZIP CODE

EVENT TITLE: 2024 StriperFest APPROXIMATE # OF PEOPLE: 3000

DATE(S) OF EVENT: 9/28/2024 HOURS OF EVENT: Noon - 6pm

AUTHORIZED MANAGER OF ESTABLISHMENT EVENT: Chris Megan

TYPE OF LICENSE:

1. WINE & MALT

2. ALL ALCOHOLIC

NON-PROFIT ORGANIZATIONS ONLY

FOR PROFIT

NON-PROFIT

REQUIREMENTS check list:

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

MA Pending  
Food vendor will pull

12/13/23

DATE

*Chris Megan*  
APPLICANT SIGNATURE

FEE: \$25.00 PER DAY

\$10.00 FILING FEE

## StriperFest 2024

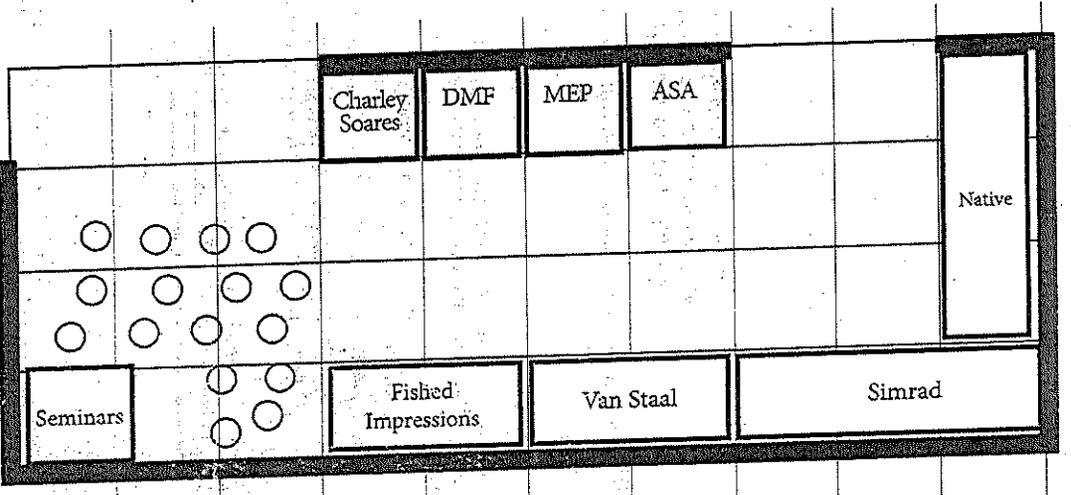
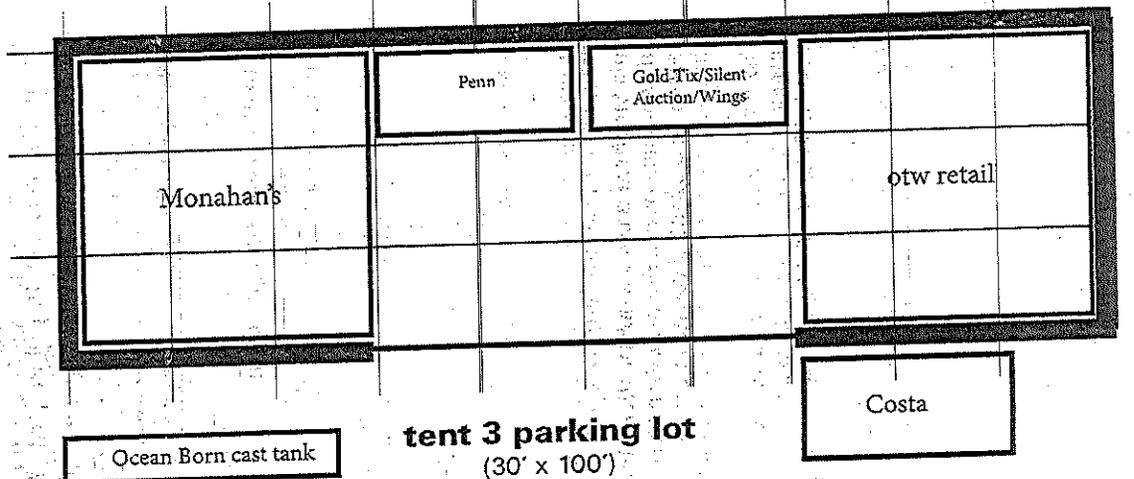
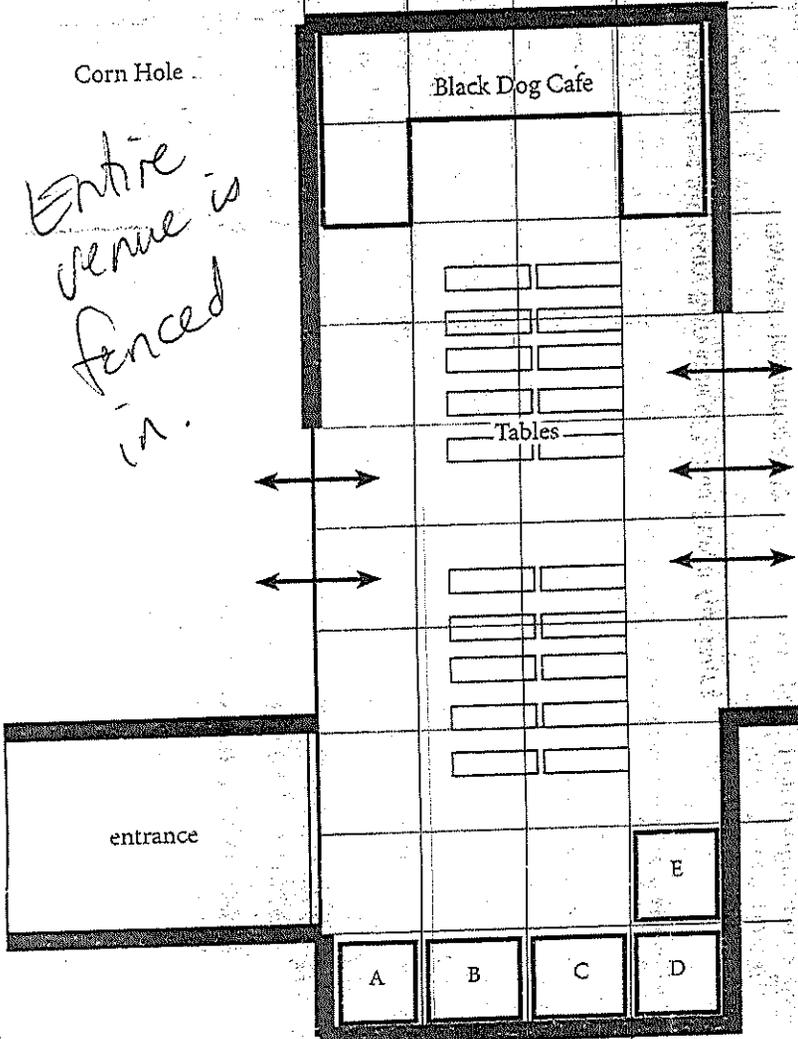
StriperFest is the culmination of the Striper Cup, a 20-week fishing tournament. At StriperFest, we give away a boat, award prizes, provide music from a live band, have food available for sale, and the corporate sponsors of the Striper Cup exhibit their products. The food vendor for 2024 is TBD, but in past years has been The Black Dog or Foodzilla. Beer and wine will be served at 3-4 stations, each manned by at least 2 staff and volunteers. The OTW staff member at each table is TIPS certified. We use 6-8 security guards during the event, who circulate throughout the venue and assist at the entrances, ensuring no one leaves with alcohol. We also hire a police officer to work the event. As in the past, the entire venue is fenced in.

As in 2023, we will have both a recycling and trash dumpster on-site, with smaller recycling and trash containers throughout the venue. Staff will ensure they are emptied regularly.



Falmouth Harbor  
↑

*Entire venue is fenced in.*



Stage →

## **OPEN SESSION**

### **CONSENT AGENDA**

#### **1. Licenses**

- c. Approve the correction of the application filed by Sun Retreats Cape Cod for a Seasonal Automatic Amusement Devise License – 130 Thomas B. Landers Road, East Falmouth



## AGENDA ITEM SUMMARY SHEET

**ITEM NUMBER:** Consent Agenda – Licenses 1.c.

**ITEM TITLE:** Approve the correction of the application filed by Sun Retreats Cape Cod for a Seasonal Automatic Amusement Device License- 130 Thomas B. Landers Road, East Falmouth

**MEETING DATE:** 5/20/2024

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

**SUBMITTED BY:** Mike Renshaw, Town Manager

**ATTACHMENTS:** License Application Review Form; Application- Automatic Amusement Device License dated March 14, 2024; Floor Plan

---

### PURPOSE:

The Select Board is being requested to approve an application filed by Sun Retreats Cape Cod for an Automatic Amusement Device License- 130 Thomas B. Landers Road, East Falmouth.

### BACKGROUND/SUMMARY:

- The applicant, Sun Retreats Cape Cod, submitted their application for an Automatic Amusement Device License on March 14, 2024; the application states that the establishment is operated seasonally, from Sunday to Saturday from 9:00 AM through 9:00 PM.
- The owner of the automatic amusement devices is listed as Ryan's Entertainment, and the application states that use of the devices would be restricted to guests.

- The application states that 20 amusement devices, comprised of video, pinball, and electronic games, would be deployed.
- The Falmouth Building Department/Code Compliance reviewed and stamped the floor plan of the establishment and location of devices on April 30, 2024.
- The Police Department has reviewed the application and has no objection to its approval.

**UPDATED INFORMATION**

- During the May 6, 2024 Select Board meeting, the Board approved the application as it was submitted showing that 20 amusement devices would be deployed in the establishment; however, it was subsequently discovered that the applicant had erroneously entered "20" in the form field showing the number of machines when in fact the Building Commissioner had stamped the floor plans for a maximum of 11 machines and the applicant only intended to install 11 amusement machines.

**DEPARTMENT RECOMMENDATION:**

The Town Manager recommends that the Select Board approve the correction to the application filed by Sun Retreats Cape Cod for an Automatic Amusement Device License- 130 Thomas B. Landers Road, East Falmouth as presented.

**OPTIONS:**

- Motion to approve the corrected application filed by Sun Retreats Cape Cod for an Automatic Amusement Device License- 130 Thomas B. Landers Road, East Falmouth as presented.
- Motion to deny approval of the corrected application filed by Sun Retreats Cape Cod for an Automatic Amusement Device License- 130 Thomas B. Landers Road, East Falmouth as presented.
- Some other Board specified 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 corrected application filed by Sun Retreats Cape Cod for an Automatic Amusement Device License- 130 Thomas B. Landers Road, East Falmouth as presented.

*Michael Renshaw*

---

Town Manager

5/14/2024

Date

**LICENSE APPLICATION REVIEW**

Restaurant/Business: Sun Retreats Cape Cod

Address: 130 Thomas B Landers Road

License Type: Automatic Amusement Device

New License New

Transfer of License \_\_\_\_\_

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

Police No objections

No issues with amended application

Fire \_\_\_\_\_

Building In compliance as of the date stamped on the plan

Health \_\_\_\_\_

Zoning \_\_\_\_\_

Planning \_\_\_\_\_

DPW \_\_\_\_\_

Assessor \_\_\_\_\_

Wastewater \_\_\_\_\_

\_\_\_\_\_

**NOTES:**

It was noticed in processing the Automatic Amusement Device license that the approved floor plan did not match the number of games (20) requested on the license application form.

A correction to the number of games approved by the Select Board to match the number of games (12) approved by the Building Commissioner.



Town of Falmouth  
 Office of the Town Manager/Select Board 59  
 Town Hall Square, Falmouth, MA 02540  
 508-495-7320 • [licensing@falmouthma.gov](mailto:licensing@falmouthma.gov)



**APPLICATION - AUTOMATIC AMUSEMENT DEVICE LICENSE**

Includes: Video, Pinball, Electronic Games & Juke Boxes per M.G.L. Chapter 140, Section 177A  
 Does NOT apply to Bowling Alleys or Pool Tables

All Fields are outlined in red are required.

BUSINESS NAME: Sun Retreats Capital D/B/A

BUSINESS ADDRESS: 130 Thomas B Landers Road

TOWN: East Falmouth STATE: MA ZIP CODE: 02536

MAILING ADDRESS: (if different)

TOWN: STATE: ZIP CODE:

MANAGER/OWNER: Brian Wakszynski TITLE: District Manager

TELEPHONE #: ALTERNATE PHONE #:

EMAIL: (required)

DAYS OF OPERATION: Sunday - Saturday HOURS OF OPERATION: 9am - 9pm

ANNUAL:  or SEASONAL:

NUMBER OF AMUSEMENT DEVICES: (Video, Pinball, Electronic Games) 12

NUMBER OF JUKEBOXES: 0

OWNER OF MACHINES: Ryan's Entertainment

LOCATION OF MACHINES ON PREMISES: Arcade located in Clubhouse Restricted to guests

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

Signature - OWNER or MANAGER

3/14/2024

Date

Fees payable to Town of Falmouth

- Filing Fee: \$10
- Annual License: \$100 per Amusement Device
- Seasonal License: \$75 per Amusement Device
- Annual or Seasonal License: \$75 per Juke Box



Town of Falmouth  
 Office of the Town Manager/Select Board 59  
 Town Hall Square, Falmouth, MA 02540  
 508-495-7320 • [licensing@falmouthma.gov](mailto:licensing@falmouthma.gov)

**APPLICATION - AUTOMATIC AMUSEMENT DEVICE LICENSE**

Includes: Video, Pinball, Electronic Games & Juke Boxes per M.G.L. Chapter 140, Section 177A  
 Does NOT apply to Bowling Alleys or Pool Tables

All Fields are outlined in red are required.

BUSINESS NAME: Sun Retreats Cape Cod <sup>D/B/A</sup>

BUSINESS ADDRESS: 130 Thomas B. Landers Road

TOWN: East Falmouth STATE: MA ZIP CODE: 02536

MAILING ADDRESS:   
 (if different)

TOWN:  STATE:  ZIP CODE:

MANAGER/OWNER: Brian Waksmunski TITLE: District Manager

TELEPHONE #:  ALTERNATE PHONE #:

EMAIL: (required) bwaksmunski@suncommunities.com

DAYS OF OPERATION: Sunday-Saturday HOURS OF OPERATION: 9am-9pm

ANNUAL:  or SEASONAL:

NUMBER OF AMUSEMENT DEVICES: (Video, Pinball, Electronic Games) 20

NUMBER OF JUKEBOXES: 0

OWNER OF MACHINES: Ryan's Entertainment

LOCATION OF MACHINES ON PREMISES: Arcade located in Clubhouse  
 Restricted to guests

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

03/14/2024

Signature - OWNER or MANAGER

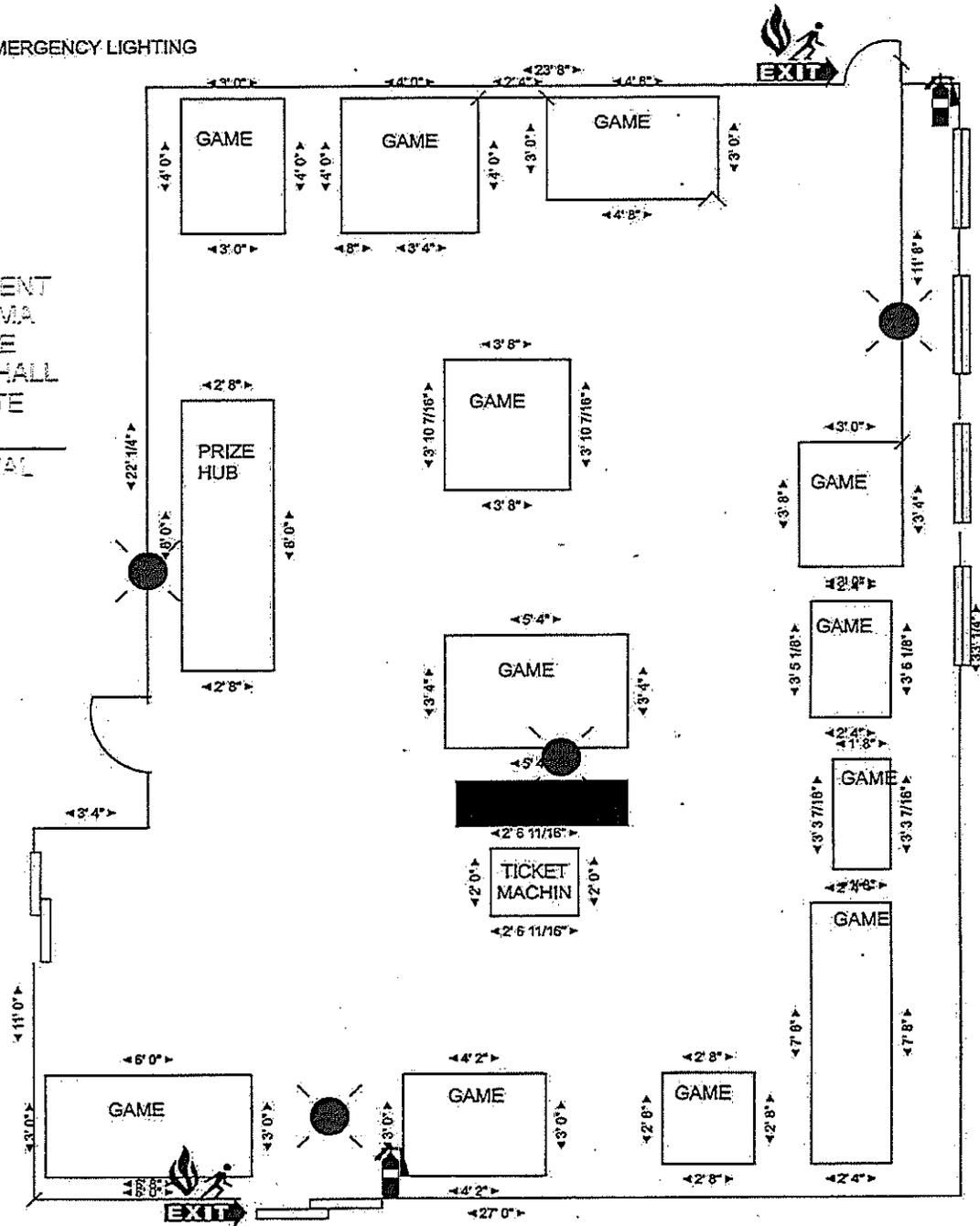
Date

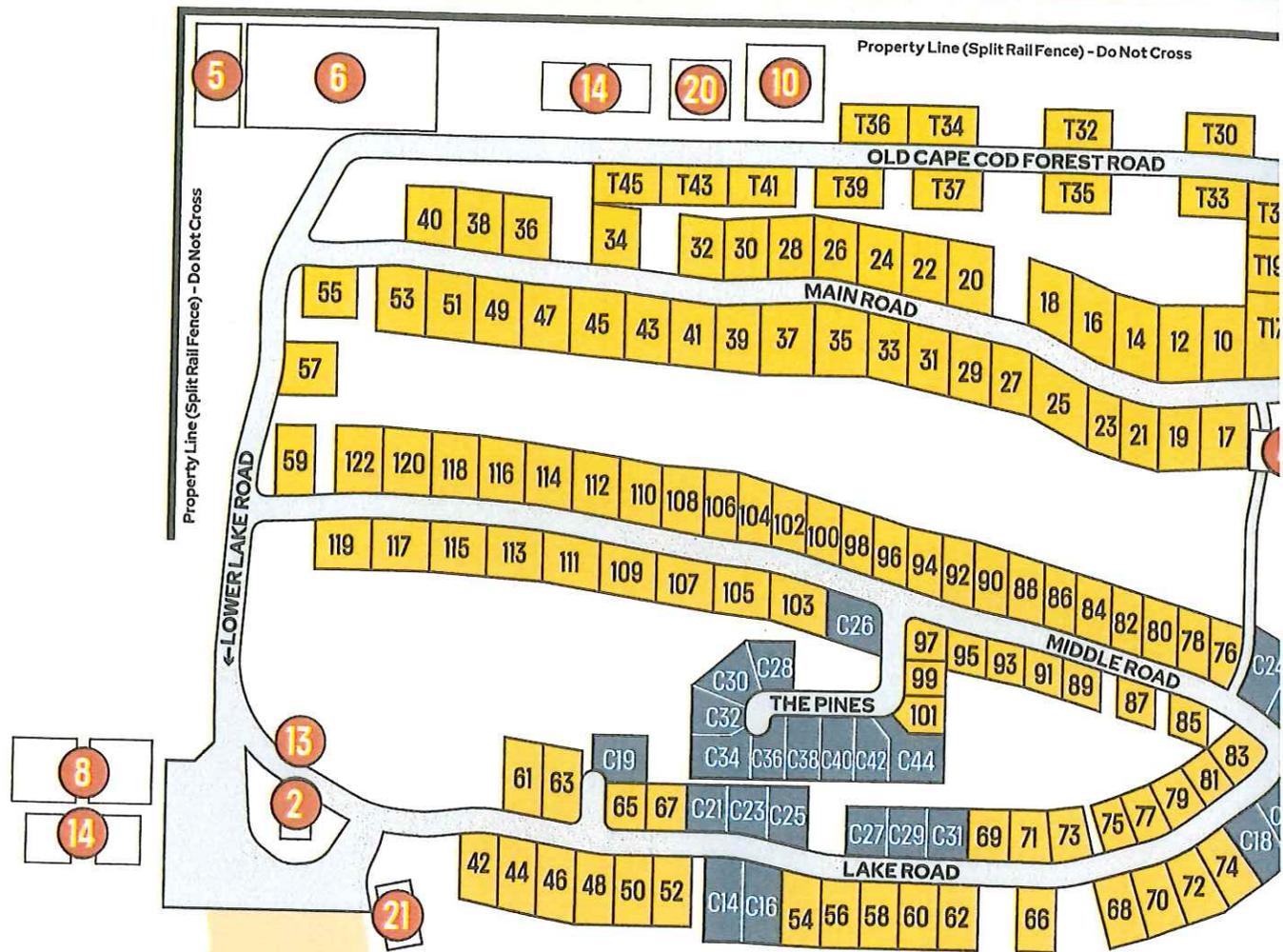
Fees payable to Town of Falmouth

Filing Fee: \$10  
 Annual License: \$100 per Amusement Device  
 Seasonal License: \$75 per Amusement Device  
 Annual or Seasonal License: \$75 per Juke Box

☼ DENOTES - EMERGENCY LIGHTING

DRAWINGS REVIEWED BY  
FALMOUTH BUILDING DEPARTMENT  
CONSTRUCTION SUBJECT TO MA.  
BUILDING CODE COMPLIANCE  
ONE SET OF STAMPED PLANS SHALL  
BE KEPT AT THE BUILDING SITE  
4-30-24  
DATE \_\_\_\_\_  
SIGNATURE OFFICIAL \_\_\_\_\_

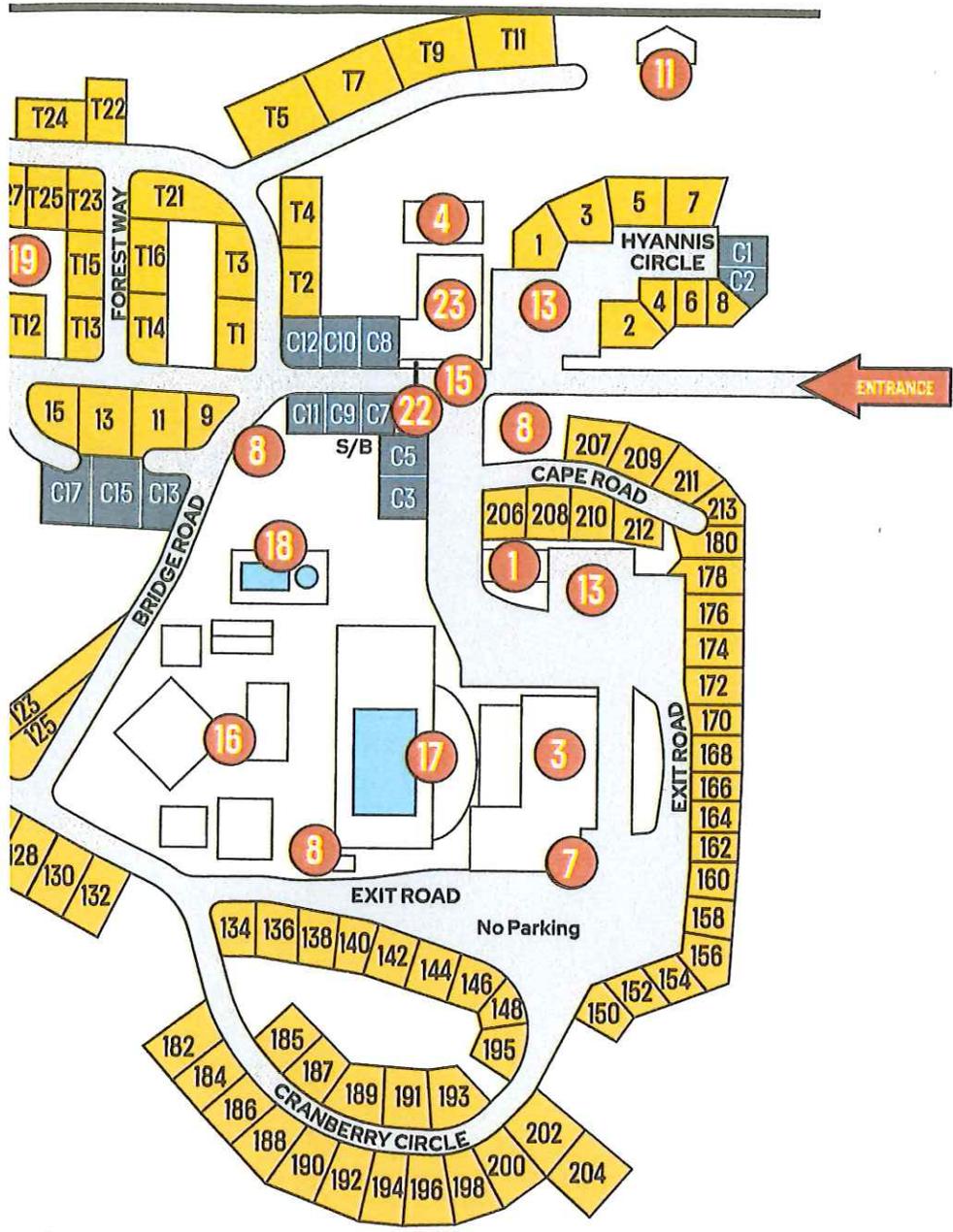




## ROUND POND

### Amenities

- |                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                               |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>1 Activities Building</li> <li>2 Boat House</li> <li>3 Clubhouse Area               <ul style="list-style-type: none"> <li>- Bath House</li> <li>- Laundry</li> </ul> </li> <li>4 Comfort Station</li> <li>5 Dog Park</li> <li>6 Dry Storage Spaces</li> <li>7 Dump Station</li> <li>8 Dumpster</li> </ul> | <ul style="list-style-type: none"> <li>9 Lake Area               <ul style="list-style-type: none"> <li>- Boat Rentals</li> <li>- Fishing Dock</li> <li>- Lake Picnic Area</li> <li>- Lake Swimming</li> </ul> </li> <li>10 Maintenance Compound (Employees Only)</li> <li>11 Private Residence</li> <li>12 Mini Golf               <ul style="list-style-type: none"> <li>- Horseshoe Pits</li> <li>- Tetherball</li> </ul> </li> </ul> | <ul style="list-style-type: none"> <li>13 Parking</li> <li>14 Port-A-Potty</li> <li>15 Security Gate</li> <li>16 Sports Area               <ul style="list-style-type: none"> <li>- Basketball</li> <li>- Gaga Pit</li> <li>- Horseshoes</li> <li>- Playground</li> <li>- Softball</li> <li>- Tetherball</li> </ul> </li> </ul> | <ul style="list-style-type: none"> <li>17 Fam</li> <li>18 Adu</li> <li>19 Tent</li> <li>20 Utili</li> <li>21 Volk</li> <li>22 Woo</li> <li>23 Welc</li> </ul> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|



## Site Types

- RV SITES
- VACATION RENTALS



**SUN RETREATS**  
CAPE COD

176 Thomas B. Landers Road  
East Falmouth, MA 02536  
[srcapocod.com](http://srcapocod.com)

Check out our activities  
and events schedule



Scan QR code for  
rules and regulations



**OPEN SESSION**

**CONSENT AGENDA**

**2. Administrative Orders**

- a. Release of Surety Bond for Habitat for Humanity LIP at Willett Way

May 20, 2024



## AGENDA ITEM SUMMARY SHEET

**ITEM NUMBER:** Consent Agenda – Administrative Orders 2.a.

**ITEM TITLE:** Release of Surety Bond for Habitat for Humanity LIP at Willett Way

**MEETING DATE:** 5/20/2024

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

**SUBMITTED BY:** Town Counsel

**ATTACHMENTS:** Bond Release; Letter of Agreement with CPC

---

### PURPOSE:

Habitat for Humanity has requested that the Select Board approve the release of the performance bond issued in connection with the Willett Way affordable housing project. The bond was secured in 2018 to ensure completion of the project, which has now been finalized to the satisfaction of the CPC.

### BACKGROUND/SUMMARY:

- In 2018, following approval of Town Meeting, the CPC entered into a Letter of Agreement with Habitat for Humanity to provide funding to construct affordable housing at Willett Way. As part of the Agreement, the CPC required that Habitat for Humanity secure a performance bond in the amount of \$362,000 to ensure the development of affordable housing at the location.

- The Agreement states that the performance bond is dischargeable after the sale of the first six affordable homes to income qualified buyers. CPC staff has verified that ten affordable homes have been sold to date, satisfying the requirements of the Agreement.
- CPC staff has verified that ten affordable homes have been sold to date, and the performance bond is now fully dischargeable.
- Town Counsel has reviewed the Letter of Agreement and the draft release letter and now submits the release letter for approval.

**DEPARTMENT RECOMMENDATION:**

Town Counsel recommends that the Select Board vote to authorize the release of the performance bond related to the affordable housing constructed at Willetts Way and further authorize the Chair to sign the release letter on behalf of the Select Board.

**OPTIONS:**

- Motion to authorize the release of the performance bond related to the affordable housing constructed at Willetts Way and further authorize the Chair to sign the release letter on behalf of the Select Board.
- Motion to deny the release of the performance bond related to the affordable housing constructed at Willetts Way and further authorize the Chair to sign the release letter on behalf of the Select Board.

**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 recommends that the Select Board vote to authorize the release of the performance bond related to the affordable housing constructed at Willetts Way and further authorize the Chair to sign the release letter on behalf of the Select Board.

*Michael Renshaw*

---

Town Manager

5/14/2024

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

May 20, 2024

Mr. Peter Brooks, CFO  
Habitat for Humanity of Cape Cod  
411 Main Street (Route 6A)  
Yarmouth Port, MA 02675

Mr. Brooks,

The Falmouth Select Board voted at their meeting on Monday, May 20, 2024 to release all remaining security, being in the form of performance bond #106966505, issued by Travelers Casualty and Surety Company of America. The bond had been held to secure a \$362,000 award to Habitat for Humanity of Cape Cod, Inc. by the Town of Falmouth's Community Preservation Committee.

As all obligations outlined in a Letter of Agreement executed between the parties on February 13<sup>th</sup>, 2018, are completed, the Select Board is no longer liable to maintain this bond.

Please notify the appropriate person at the Travelers Casualty and Surety Company of America that the bond referenced above can be released.

Sincerely,

\_\_\_\_\_  
Nancy Robbins, Chair  
Falmouth Select Board

## COMMONWEALTH OF MASSACHUSETTS

Barnstable County, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2024 before me, the undersigned notary public, personally appeared \_\_\_\_\_, Chair of the Falmouth Select Board personally known to me to be the person whose name is signed on the preceding or attached document, and acknowledged to me that it is the free act and deed of said corporation, for its stated purpose.

\_\_\_\_\_  
Notary Public  
My commission expires:

# LETTER OF AGREEMENT

## BETWEEN HABITAT FOR HUMANITY OF CAPE COD, INC AND TOWN OF FALMOUTH COMMUNITY PRESERVATION COMMITTEE

---

In accordance with Article 35 of the April 2017 Annual Town Meeting, \$362,000 (Three Hundred Sixty Two Thousand Dollars and No Cents) as recommended by the Community Preservation Committee ("CPC") will become available for the following purpose as requested by Habitat For Humanity of Cape Cod, Inc. ("Applicant") and as stipulated under the general and special conditions stated below and in the Attachments to this Agreement:

- a. To pay for the cost of acquiring approximately 5.57 acres, more or less, of land in Falmouth, Barnstable County, Massachusetts being shown on Assessors Map 29 05 006 00A and described in deed dated June 16, 2000, recorded in Barnstable County Registry of Deeds in Book 13077, Page 166 (Property) including the purchase price for the Property of \$340,000 and a premium of \$22,000 for a performance bond to ensure the development of affordable housing on the Property for a total cost of \$362,000.
- b. Property to be developed as a 40B Local Initiative Project in substantial compliance with Habitat's Local Initiative Project application of December 2016 for the purpose of Community Housing as defined by the Community Preservation Act. ("Project")

### GENERAL CONDITIONS

#### Scope of Work

The CPC voted on February 23, 2017 to recommend funding of this Project based on the final application ("Application") submitted to the CPC, including all additional Project information submitted by the Applicant and Project modifications made by mutual agreement between the CPC and the Applicant. (ATTACHMENT A)

The Project, as defined in ATTACHMENT A, may only be modified by mutual agreement between the CPC and the Applicant. Project modifications and changes to the Scope of Work require prior written CPC authorization in the form of an amendment to this Letter of Agreement (LOA). The termination of this LOA coincides with the Project schedule included in the Application. If the Project exceeds the aforementioned Project schedule, this LOA can be extended by mutual agreement between the CPC and the Applicant.

#### Applicant's Responsibilities

A designated representative of the Applicant as identified in this LOA ("Project Representative") must sign all documents executed for this Project. This representative must have the authority to enter into contracts on behalf of the Applicant.

The Applicant shall complete the Project and meet the Project conditions and standards stipulated in this LOA.

The Applicant hereby attests to the validity of all appraisals, estimates and other information submitted to the CPC for this Project.

The Applicant must prepare and submit written quarterly reports on CPC provided forms, which outline Project progress and any problems encountered. The Applicant must submit these reports to the CPC and may be requested to attend CPC meeting(s) to discuss Project progress.

The Applicant must comply with the Project Implementation Procedures in order to receive payment. (ATTACHMENT D)

### **Recognition**

The Applicant must acknowledge Community Preservation funds as a funding source for the Project to promote community awareness of the use of Community Preservation funds. This acknowledgement must appear in relevant print materials (press releases, brochures, advertisements, etc.) and be referenced in presentations, interviews, and other commentary regarding the project. As a courtesy, the Community Preservation Office staff must receive prior notification of ceremonies acknowledging the commencement, progress, or completion of a Community Preservation Act funded project.

### **Project Signage**

During Project construction, the Applicant must erect a temporary sign on the construction site acknowledging that Community Preservation funds are being used on the project.

If required by the CPC, permanent signage must be erected on the Project site that acknowledges the use of Community Preservation funds on the Project. The Applicant will consult with CPC staff to gain approval of proposed signage wording prior to installing the permanent Project sign. If the Project is located in an historic district, additional requirements may apply.

### **Validation**

The Applicant hereby certifies, under penalties of perjury, to the best of his or her knowledge that:

The Applicant has filed all Commonwealth of Massachusetts tax returns and paid all applicable State and Town taxes under law. The applicant's representative hereby attests to this by signing the Certificate of Compliance with State Tax Laws and Unemployment Compensation Contribution Requirements. (Attachment E)

Under the provisions of Chapter 701 of the Acts of 1983, the Applicant's application is in all respects a good faith document, fair and made without collusion or fraud with any other person. The Applicant's representative hereby attests to this by signing the Non-Collusion Statement. (ATTACHMENT F)

The Applicant has not engaged in any unlawful discrimination based upon race, color, religious creed, national origin, sex, sexual orientation or veteran status and has complied with Town of Falmouth affirmative action policies and practices with respect to the application. The Project as it progresses and at completion will be compliant with these requirements of law and Town policies and practices.

The Project will comply with all federal and Massachusetts conditions of accessibility laws, rules, regulations or Special Conditions included herein and will include a detailed description of such compliance in its final report.

Proof of legal existence and good standing, if applicant is a corporation, and proof of nonprofit status, if applicable, must be attached to this LOA as ATTACHMENT G unless otherwise included in the Application.

### CPC Rights

The CPC reserves the right to inspect relevant records of the Applicant to ensure that approved Project activities are completed and that Community Preservation funds have been spent on the Project as approved.

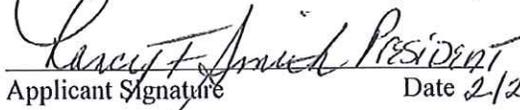
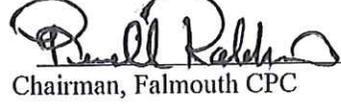
The CPC further reserves the right to withhold payments for Project activities until the Applicant has met all conditions herein stipulated.

### SPECIAL CONDITIONS

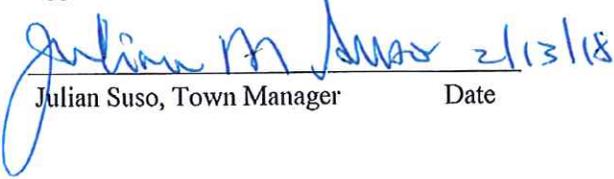
1. Funds will be used to pay for the cost of acquiring approximately 5.57 acres, more or less, of land in Falmouth, Barnstable County, Massachusetts now or formerly owned by Living Waters Christian Center, being shown on Assessors Map 29 05 006 00A and described in deed dated June 16, 2000, recorded in Barnstable County Registry of Deeds in Book 13077, Page 166 (Property) for the purpose of Community Housing as defined by the Community Preservation Act, including the purchase price for the Property of \$340,000 and a premium of \$22,000 for a performance bond to ensure the development of affordable housing on the Property for a total cost of \$362,000.
2. Habitat for Humanity of Cape Cod Inc. agrees to develop the Property as a 40B Local Initiative Project (LIP) in substantial compliance with Habitat's LIP application of December 2016, and that all units shall be affordable in perpetuity, and eligible for inclusion in the Town Subsidized Housing Inventory.
3. Funds shall be secured by a performance bond to the satisfaction of the Town fully dischargeable upon the sale of the first six affordable homes in the Project to income qualified eligible buyers within four years of the Applicant taking title to the Property. A copy of the performance bond is attached as ATTACHMENT I.
4. Prior to distribution of CPA Funds, Habitat for Humanity of Cape Cod Inc. will submit a Phase I - Environmental Site Assessment consistent with ASTM E1527 standards to identify any Recognized Environment Conditions(s) or Potential Environmental Conditions relative to financial liability for remedial response actions pursuant to MGL. c. 21 E as regulated under MA Contingency Plan 310 CMR 40.0000 to the CPC for review. Further exploration and testing beyond Phase I will be conducted if indicated at the completion of Phase I.
5. Prior to distribution of CPA Funds, Habitat for Humanity of Cape Cod Inc.'s legal counsel shall provide the Town of Falmouth a certification of title, certifying that the title to the Property is good, clear, record, marketable, and free from easements and encumbrances other than those that do not affect development of the Project. Legal Counsel for Habitat for Humanity shall provide a preliminary certification of title when requesting funds for the Closing. A final Certification of Title shall be provided after the documents described in Special Condition "6", below, are recorded.
6. Simultaneous with recording of the deed of the Property to Habitat, the following instruments shall be recorded: (1) DHCD LIP Regulatory Agreement by and between DHCD, Habitat and the Town, restricting the Property in perpetuity for affordable housing and including an exhibit of the DHCD LIP affordable housing restriction that shall be recorded with each deed conveying title to Eligible Purchasers; and (2) the 40B comprehensive permit authorizing the Project. The LIP Regulatory Agreement and 40B comprehensive permit shall hold a superior position (be recorded prior to) any mortgages in the chain of title to the Property.

- 7. The Project is to be completed within five (5) years from the date Habitat for Humanity takes title to the Property. One extension to the completion date may be negotiated.
- 8. The CPC Project Liaison is Eileen Miskell.

This agreement is executed in triplicate, and each is considered an original.

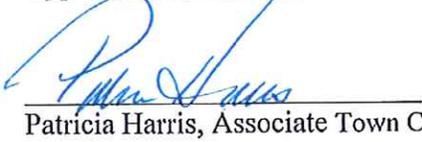


  
 Applicant Signature Date 2/2/18 Chairman, Falmouth CPC Date 1-29-18

Habitat for Humanity of Cape Cod Inc. NANCY F. Smith, PRESIDENT  
Applicant Printed Name and Title


  
 Julian Suso, Town Manager Date 2/13/18

Approved as to Form:

Approved as to Funding Availability:


  
 Patricia Harris, Associate Town Counsel Date: 2/13/18


  
 Victoria Rose, Town Accountant Date: 2/12/18



## LIST OF ATTACHMENTS

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Attachment A - Project Application including Project Budget

Attachment B – Approved Project Budget

Attachment C - Certificate(s) Of Authority

Attachment D - Project Implementation Procedures

Attachment E - Compliance with State Laws & Unemployment Compensation

Attachment F - Non-Collusion Statement

Attachment G - Proof of Legal Existence & Good Standing

Attachment H – Affidavit of Compliance

Attachment I – Performance Bond

## ATTACHMENT A

### PROJECT DEFINITION INCLUDING PROJECT BUDGET

The Applicant shall complete the Project in accordance with the LIP application as may be modified by the comprehensive permit.

The following documents are incorporated by reference and made a part of this LOA:

1. Application for Community Preservation Funding Submitted By Habitat for Humanity of Cape Cod Inc. ("Applicant"); Entitled "Barrows Road Community Housing ", Dated August 15, 2016, as amended, seeking funding in amount of \$362,000.
2. Additional Project Information Submitted:
  - a. Purchase and Sale Agreement for Property, dated February 8, 2016, for purchase price of \$449,000.
  - b. Email dated August 19, 2016 from Leedara Zola explaining difference between \$340,000 requested funding and \$320,000 appraisal developed by Leedara Zola - Received 8/9/2016;
  - c. Property Appraisal, dated September 6, 2016, by Cape Commercial Appraisal Company, Inc.; appraised value \$362,000- Received 11/17/2016;
  - d. Amendment to the Purchase and Sales Agreement dated August 30, 2016, renegotiated purchase price to \$340,000 – Received 11/17/2016;
  - e. Email dated July 13, 2017 from Leedara Zola stating purchase price renegotiated to reduce from \$362,000 to \$340,000 in recognition of additional cost of acquisition imposed by Town in the form of a performance bond, which bond will cost \$22,000.
3. Approved Project Budget in accordance with the Project Budget submitted on the Application for Community Preservation Funding, Attachment B - Approved Project Budget: \$362,000 (Three Hundred Sixty-Two Thousand Dollars and No Cents).

**ATTACHMENT B  
APPROVED PROJECT BUDGET**

**Total Budget \$362,000 dispersed at closing.**

- 1. \$340,000 purchase price.**
- 2. \$22,000 cost of performance bond provided to Town by Habitat for Humanity securing the Town's \$362,000 contribution to the affordable housing project.**

HABITAT FOR HUMANITY OF CAPE COD, INC.

CLERK'S CERTIFICATE

I, Peter Kimball, Assistant Clerk of Habitat for Humanity of Cape Cod, Inc., hereby certify that the following is a true and correct copy of a Vote by of the Board of Directors of the Corporation on January 29, 2018 and I further certify that such Vote has not been amended and remains in full force and effect.

VOTED: That Nancy F. Smith, as President, and/or Charles e. Orr, Vice President, and/or Linda A. Cebula, as Treasurer, and/or Victoria Goldsmith, Executive Director, are authorized and directed, for and on behalf of the corporation, to do the following:

- to purchase the following real estate from the Living Waters Christian Center, Inc. pursuant to a purchase and sales agreement dated February 8, 2016, as amended August 30, 2016, for the amount of \$340,000.00:

5.57 acres at 0 Barrows Road, Falmouth, MA; and further described in a deed dated June 8, 2000 recorded at the Barnstable Registry of Deeds, Book 13077 Page 166 and shown as Parcel A on a plan recorded at said Deeds in Plan Book 556 Page 14 ("the Property" or "Premises");

- to accept a Grant totaling \$362,000.00 from the Town of Falmouth ("Town") awarded in accordance with Article 35 of the April 2017 Annual Town Meeting and as recommended by the Community Preservation Committee ("CPC");
- To enter into a Letter of Agreement with the Town's CPC enabling Habitat to receive the grant funds subject to certain terms and conditions of the Letter of Agreement;

- To enter into a Contract with the Town agreeing to be bound by the terms of said Letter of Agreement; and
- To obtain a Performance Bond securing Habitat's performance to fulfill its obligations to the terms and conditions of said Contract and Letter of Agreement, the cost of said bond to be \$22,000.00 and purchased with the remaining Grant funds.

WITHOUT limiting the foregoing, the following powers are specifically included: to execute, seal with the corporate seal, acknowledge, obtain and deliver and make corrections and additions to all agreements, restrictions, easements, and other documents and any and all other forms and manners of instruments and amendments in such form and containing such terms and provisions as such officer and/or executive director deem proper and in the best interest of the corporation necessary to effectuate the purchase of the Premises; to receive funds from the Town, by wire or otherwise, to endorse any and all checks, and to disburse such funds; and to do all other things necessary to effectuate receipt of the Grant funds and the transfer of the Premises. The signing, sealing and delivery by such officer and/or executive director of such instruments shall be conclusively deemed authorized, ratified, confirmed and approved by this vote and conclusive evidence that the forms, terms and provisions therefor by such officer and/or executive director are deemed proper and in the best interests of the corporation.

[end of document text—signature page follows]

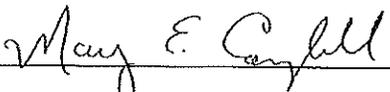
Witness my hand and seal this 29<sup>th</sup> day of January, 2018.

  
Peter Kimball, Assistant Clerk

COMMONWEALTH OF MASSACHUSETTS

Barnstable County

On this 29 day of January, 2018, before me, the undersigned notary public, personally appeared Peter Kimball, Assistant Clerk of Habitat for Humanity of Cape Cod, Inc., proved to me through satisfactory evidence of identification, which is personally known to me to be the person whose name is signed on the Clerk's Certificate and acknowledged to me that it is the free act and deed of said corporation, for its stated purpose.

  
Notary Public  
My commission expires: 11-14-19



MARY E. CAMPBELL  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
November 14, 2019



## **ATTACHMENT D PROJECT IMPLEMENTATION PROCEDURES**

### **Falmouth Community Preservation Act: Project Implementation Procedures**

All Projects must be implemented in accordance with the terms and conditions specified in the Project Letter of Agreement (LOA) issued by the Community Preservation Committee (CPC) and executed by the Applicant.

#### **Role of the CPC**

The CPC is responsible for contract oversight on behalf of the CPC for all funded projects. Additionally, each project is assigned a CPC Liaison who coordinates with the CPC staff on matters related to Project implementation. The range of duties performed by CPC Liaisons may include: invoice review/approval, written Project update requests, attendance at site visits (except as limited by law on construction projects), and general communication with Project Representative and CPC staff/consultant. All Project monitoring procedures shall be conducted in coordination with CPC staff/consultant.

#### **Procurement Documents – N/A**

All procurement documents (i.e., Request for Quotes, Request for Proposals, and Invitation for Bids) must be submitted to the Community Preservation staff for review before obtaining Project quotes and/or bids. For Projects in which handicap accessibility is either required by law or regulation or included as a Special Condition herein, the Project design professional shall provide a written certification that procurement documents comply with the aforementioned accessibility law, regulation, and/or Special Condition(s). This provision may be modified to include certification from an alternate source acceptable to the CPC in the absence of a Project design professional.

#### **Project Contract Documents – N/A**

All signed contract documents (including original contract plus subsequent amendments or change orders associated with CPA funded work) shall be submitted to the CPC staff for inclusion in the Project file. For Projects involving the acquisition of real property, all relevant deeds and reference information must be submitted to the CPC Staff for inclusion in the Project file.

#### **Processing Project Invoices – N/A**

Project invoices shall be reviewed and authorized for payment by the Project Representative before submission to the CPC staff for payment. For construction projects, signed certifications documenting the work completed and stored to date shall be submitted along with all invoices. The Community Preservation staff will review and verify all information submitted before invoices are processed for payment. The CPC staff will coordinate the payment of invoices with the CPC Liaison, Town Accounting Department, and the Town Manager.

Invoices must be accompanied with proof of payment, which includes:

- Copy of paid invoices, AND
- Copy of cancelled checks or in lieu thereof with a signed letter from the vendor on official letterhead certifying that the invoice has been paid. The invoice number, name of payor, check number, and dollar amount shall be included in the text of the letter.

The CPC's policy is to release CPA funds to the Applicant as a reimbursement for Project expenses once the above referenced documentation is received and approved.

The CPC will consider exemptions from this policy at the request of the Applicant; if such an exemption is granted, payment will be made directly to vendors. Payment will be made within thirty (30) to sixty (60) days upon receipt of Request for Payment.

### **Project Reporting**

Applicants will be required to submit Quarterly Reports on Project status as stipulated in this Letter of Agreement. The Applicant must submit these reports in writing in accordance with a schedule determined by the CPC and may be requested to attend CPC meetings to discuss Project progress. Site visits will be conducted by the CPC and/or CPC staff.

### **Project Close-Out and Completion**

Upon Project completion, the CPC will request a written statement and supporting Close-Out documentation from the Project Representative as described below in "Close-Out Process" certifying that the Project and the purpose of the appropriation were completed.

The Project Close-Out will occur when the title to the Property vests in Habitat for Humanity. The Closing for the Property is contingent upon Applicant's compliance with all Special Conditions listed in this Letter of Agreement. Upon submittal of evidence satisfactory to Town Counsel that the Applicant has complied with the Special Conditions, the Town will wire funds in the amount of \$362,000 to Kate Mitchell, legal counsel for Habitat for Humanity, who will hold such funds in escrow subject to the following: (1) after a "clean" rundown of the title to the Property is obtained, and the deed to the Property, the DHCD LIP Regulatory Agreement, and the 30B comprehensive permit described in Special Condition "6" have been recorded at Barnstable County District Registry of Deeds; (2) she will then disperse \$22,000 to the Surety; and (3) upon confirmation that the performance bond has issued, she will disperse the remaining \$340,000 to Seller.

### **Applicant's Project Closeout Responsibilities**

1. Four (4) to Six (6) Weeks Prior to Anticipated Project Completion
  - a. Seek approval from Community Preservation Staff for specific language for the permanent Project sign before ordering permanent sign
  - b. Develop documentation to certify compliance with Special Conditions outlined in this Letter of Agreement
  
2. Two (2) Weeks Prior to Anticipated Project Completion
  - a. Oversee/monitor permanent sign installation
  - b. Assemble Project Completion Documentation:
    - Photo(s) of completed Project
    - Photo(s) of permanent sign installed on Project site which acknowledges use of Community Preservation Funds
    - Prepare written project completion report/statement certifying that the funding/appropriation purpose is completed
    - Assemble documentation that all Special Conditions have been met (i.e. Preservation Restriction, Affordable Housing Restriction, Deeds Restriction, accessibility compliance, etc.)
  
3. Contact the Community Preservation staff to schedule a final site visit inspection and submit Project Completion Documentation
  
4. One (1) Week Prior To Anticipated Project Completion
 

Submit Request for Final Payment. Final Payment Request will be processed upon satisfactory completion of site visit and receipt of all required Project Completion documentation.

5. If any funds remain upon Project Completion, the CPC shall notify the Town Finance Director that the appropriation purpose has been completed and that funds remain. As stated in the Department of Revenue's Informational Guideline Release No. 00-209, "the unspent and unencumbered balance of an appropriation for a particular acquisition or initiative should be closed to the Community Preservation Fund financing source from which the appropriation was funded".

**ATTACHMENT E**

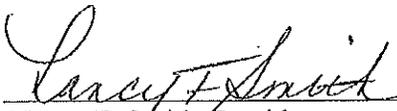
**CERTIFICATE OF COMPLIANCE WITH STATE TAX LAWS AND  
UNEMPLOYMENT COMPENSATION CONTRIBUTION REQUIREMENTS**

Pursuant to M.G.L. c. 62C, § 49A and M.G.L. c. 151A, §19A, I, Nancy F. Smith, President of Habitat for Humanity of Cape Cod, Inc. ("Habitat"), authorized signatory for Habitat whose principal place of business at 411 Main Street, Suite 6, YarmouthPort, MA 02675 do hereby certify under pains of perjury that Habitat has filed all state tax returns and paid all taxes as required by law and has complied with all state laws pertaining to contributions to the unemployment compensation fund and to payments in lieu of contributions.

The Federal Identification Number is **22-2900430**.

Signed under the pains and penalties of perjury the 2<sup>nd</sup> day of February 2018.

Habitat for Humanity of Cape Cod, Inc.

by:   
Nancy F. Smith, President

ATTACHMENT F

NON-COLLUSION STATEMENT

The undersigned hereby certifies, under the pains and penalties of perjury, that the agreement has been made and submitted in good faith without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

Signature: Nancy F. Smith, President

Title: Habitant for Humanity of Cape Cod, Inc. NANCY F. Smith  
President

Date: Feb. 2, 2018

**ATTACHMENT G**

***Proof of Legal Existence and Good Standing if Applicant is a Corporation, and Proof of Non-Profit Status***



*The Commonwealth of Massachusetts*  
*Secretary of the Commonwealth*  
*State House, Boston, Massachusetts 02133*

William Francis Galvin  
Secretary of the  
Commonwealth

January 17, 2018

TO WHOM IT MAY CONCERN:

I hereby certify that according to the records of this office

**HABITAT FOR HUMANITY OF CAPE COD, INC.**

is a domestic corporation organized on May 3, 1988 (Chapter 180).

I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 180 section 26 A, for revocation of the charter of said corporation; that the State Secretary has not received notice of dissolution of the corporation pursuant to Massachusetts General Laws, Chapter 180, Section 11, 11A, or 11B; that said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

*William Francis Galvin*

Secretary of the Commonwealth



*Help build it!*

March 3, 2017

HFH of Cape Cod  
411 Main St Ste 6  
Yarmouthport, MA 02675

**RE: 501(c)(3) Letter for HFH of Cape Cod, Partner ID# 0290-2121**

Dear Affiliate Leader:

This letter will confirm that HFH of Cape Cod, with employer identification number 22-2900430, is considered a subordinate under the group tax exemption umbrella of Habitat for Humanity International, Inc. ("HFHI") under Section 501(c)(3) of the Internal Revenue Code.

The group exemption number assigned to HFHI by the IRS is 8545. This number may be provided to prospective donors, foundations and other grant organizations as they request it and is required on certain IRS forms.

Enclosed is a copy of the determination letter dated February 7, 2017, provided by the IRS as evidence of HFHI's tax exempt status as well as its group exemption. The determination letter, together with this letter, confirms HFH of Cape Cod's subordinate status and provides evidence of its tax exempt status under Section 501(c)(3) of the Code.

In partnership,

**Beverly Huffman**  
Director, US/Canadian Support Services Center  
Habitat for Humanity International 877-434-4435  
[USSupportCenter@habitat.org](mailto:USSupportCenter@habitat.org) • [habitat.org](http://habitat.org) | Habitat. We build.

Enclosure

Internal Revenue Service  
P. O. Box 2508  
Cincinnati, OH 45201

Department of the Treasury

Date: February 7, 2017

HABITAT FOR HUMANITY INTERNATIONAL INC  
HABITAT FOR HUMANITY INTRNL PARENT  
% LEGAL DEPARTMENT  
270 PEACHTREE ST NW STE 1300  
ATLANTA GA 30303

Person to Contact:  
K. Gleason #0203083  
Toll Free Telephone Number:  
877-829-5500  
Employer Identification Number:  
91-1914868  
Group Exemption Number:  
8545

Dear Sir or Madam:

This is in response to your January 10, 2017, request for information about your tax-exempt status

Our records indicate that you were issued a determination letter in January 1987, and that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

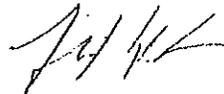
Based on the information supplied, we recognized the subordinates named on the list you submitted as exempt from Federal income tax under section 501(c)(3) of the Code.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Because your subordinate organizations are organizations described in section 170 (c) of the Code, donors may deduct contributions made to them.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,



Jeffrey I. Cooper  
Director, Exempt Organizations  
Rulings and Agreements

ATTACHMENT H

AFFIDAVIT OF COMPLIANCE

MASSACHUSETTS BUSINESS CORPORATION

NON-PROFIT CORPORATION

FOREIGN (Non-Massachusetts) CORPORATION

LIMITED LIABILITY COMPANY

I, Nancy F. Smith, President of Habitat for Humanity of Cape Cod, Inc. whose principal office is located at 411 Main Street, Suite 6, YarmouthPort, MA 02675 do hereby certify that Habitat for Humanity of Cape Cod, Inc. has filed with the State Secretary all certificates and annual reports required by M.G.L. c. 180, § 26A (Non-Profit Corporation).

Signed under the pains and penalties of perjury the 2 day of February 2018.

Habitat for Humanity of Cape Cod, Inc.

by: Nancy F. Smith  
Nancy F. Smith, President

**ATTACHMENT I**

A copy of the performance bond is attached.

Bond No.

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that Habitat for Humanity of Cape Cod, Inc. a non-profit corporation with an address of 411 Main Street, Suite 6, Yarmouthport, A 02675, as Principal, and Travelers Casualty and Surety Company of America, licensed to do business in the Commonwealth of Massachusetts, having an office at \_\_\_\_\_, as Surety, are held and firmly bound unto the Town of Falmouth, with an address of 59 Town Hall Square, Falmouth, MA 02540, as Obligee, in the penal sum of THREE HUNDRED AND SIXTY-TWO THOUSAND AND NO CENTS DOLLARS (\$362,000.00), for the payment of which sum well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above bounden Principal has entered into a certain written Contract with the above named Obligee, more fully described in said Contract, a copy of which is attached, which Agreement is made a part hereof and incorporated herein by reference.

NOW, THEREFORE, the conditions of the above obligation is such, that the Principal shall well and truly keep and perform all the undertakings, covenants and agreement terms and conditions of said contract on its part to be kept and performed during the original terms of said contract and any extensions thereof that may be granted by the Obligee, with or without notice to the Surety and during the life of any guaranty required under the contract and shall also well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of any and all duly authorized modifications, alterations, changes or additions to said contract that may hereafter be made notice to the surety of such modifications, alterations, changes or additions being hereby waived, then the obligation shall become null and void; otherwise it shall remain in full force and effect.

THE FOREGOING OBLIGATION, however, is limited by the following express conditions, the performance of which shall be a condition precedent to any rights of claims or recovery hereunder:

- 1 Upon the discovery by Obligee, or by Obligee's agent or representative, of any act or omission that shall or might involve a loss hereunder, the Obligee shall endeavor to give written notice to the Surety at its above identified office;
- 2 Legal proceedings for recovery hereunder may not be brought unless begun within twelve (12) months from the date of the discovery of the act or omission of the Principal on account of which claim is made, and denial by Surety of ay obligations to make payment under this bond;

- 3 The Principal shall be made a party of any suit or action for recovery hereunder, and  
no judgment shall be rendered against the Surety in excess of the penalty of this  
instrument;
- 4 No right of action shall accrue hereunder or for the use or benefit of anyone other  
than the Obligee, and the Obligee's right hereunder may not be assigned without  
the written consent of the Surety;
- 5 The Surety's obligations herein shall be released upon performance by Principal of  
its obligations under the Contract as evidenced by a vote of the Town of Falmouth  
Board of Selectmen;
- 6 In the event that the Principal fails to perform its obligations under the Contract, the  
Surety shall promptly and at the Surety's expense take one of the following actions:  
(a) Arrange for the Principal, with the consent of the Obligee, to perform and  
complete the obligations of the Contract;  
(b) Undertake to perform and complete the Contract itself, through its agents or  
independent contractors;  
(c) Waive its right to perform and complete the Contract and with reasonable  
promptness under the circumstances: (i) after investigation, determine the amount  
for which it may be liable to the Obligee and, as soon as practicable after the  
amount is determined, make payment to the Obligee; or (ii) deny liability in whole or  
in part and notify the Obligee, citing the reasons for denial.
- 7 If the Surety does not proceed as provided in Section 6 with reasonable  
promptness, the Surety shall be deemed to be in default on this Bond seven days  
after receipt of an additional written notice from the Obligee to the Surety  
demanding that the Surety perform its obligations under this Bond, and the Obligee  
shall be entitled to enforce any remedy available to the Obligee.
- 8 If the Surety elects to act under Section 6(a), 6(b) or 6(c), then the responsibilities of  
the Surety to the Obligee shall not be greater than those of the Principal under the  
Contract, and the responsibilities of the Obligee to the Surety shall not be greater  
than those of the Obligee under the Contract. If the Surety elects to act under  
Section 6(a), 6(b) or 6(c), the Surety's liability is limited to the amount of this Bond.  
The Surety shall not be liable to the Obligee or others for obligations of the Principal  
that are unrelated to the Contract; and
- 9 The Surety represents to the Principal and to the Obligee that it is legally authorized  
to do business in the Commonwealth of Massachusetts; and
- 10 This instrument shall be governed by the laws of the Commonwealth of  
Massachusetts. Any legal proceedings to enforce or interpret the terms hereof shall  
be commenced in the courts of the Commonwealth of Massachusetts, Barnstable  
County.

[end of document text—signature page follows]

IN WITNESS WHEREOF, this instrument has been executed by the duly authorized representative of the Principal and the Surety.

SIGNED, SEALED AND DATED: \_\_\_\_\_

PRINCIPAL:  
Habitat for Humanity of Cape Cod, Inc.

Kate Mitchell  
Witness KATE MITCHELL

by: Nancy F. Smith  
Nancy F. Smith, President

SURETY:  
Travelers Casualty and Surety Company of America

\_\_\_\_\_ by : \_\_\_\_\_  
Witness , Attorney in Fact

Agreed and acknowledged this 13<sup>th</sup> day of Feb, 2018.

OBLIGEE:  
Town of Falmouth

TOWN OF FALMOUTH  
OFFICE OF TOWN COUNSEL  
APPROVED AS TO FORM

Julian M. Suso

by: Julian M. Suso  
Julian M. Suso, Town Manager

CONTRACT

WHEREAS, the Town of Falmouth (Town) in accordance with Warrant Article 35 of the April, 2017 Town Meeting authorized the grant of THREE HUNDRED SIXTY-TWO THOUSAND DOLLARS AND NO CENTS (\$362,000.000) to Habitat for Humanity of Cape Cod, Inc. (Habitat) to be used by Habitat to create an affordable housing project (Project) subject to certain terms and conditions provided in a Letter of Agreement by and between the Town and Habitat dated \_\_\_\_ (LOA), which LOA is attached hereto and incorporated herein.

NOW THEREFORE, in consideration of THREE HUNDRED SIXTY-TWO THOUSAND DOLLARS AND NO CENTS (\$362,000.000) paid by the Town to Habitat, Habitat herein agrees to be bound by the terms of the LOA.

SIGNED SEALED AND DATED: Feb 13, 2018

Habitat for Humanity of Cape Cod, Inc.

Nancy F. Smith  
NANCY F. Smith, President 2/2/18

Town of Falmouth

Julian M. Suso  
Julian M. Suso, Town Manager

TOWN OF FALMOUTH  
OFFICE OF TOWN COUNSEL  
APPROVED AS TO FORM

Patricia Haines

**OPEN SESSION**

**CONSENT AGENDA**

**2. Administrative Orders**

- b. Vote to accept a water main easement on Willett Way to allow connection to the Town's water service



## AGENDA ITEM SUMMARY SHEET

**ITEM NUMBER:** Consent Agenda – Administrative Orders 2.b.

**ITEM TITLE:** Vote to accept a water main easement on Willett Way to allow connection to the Town's water service

**MEETING DATE:** 5/20/2024

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

**SUBMITTED BY:** Town Counsel

**ATTACHMENTS:** Water Main Extension Agreement and Easement to Serve Willett Way

---

### PURPOSE:

Habitat for Humanity is seeking to grant a permanent easement to the Town to construct an extension of the Town's water main to the properties recently constructed at Willett Way.

### BACKGROUND/SUMMARY:

- In order to provide sufficient water service to the new construction at Willett Way, the Town requires an easement over property owned by Habitat for Humanity, Inc. This proposed easement would allow the development to connect to the Town's water service and gives the Town a perpetual right to maintain the pipes and hydrants at the location.
- This easement has been reviewed by Town Counsel and may be accepted administratively by the Select Board pursuant to chapter 65 § 3 of the Falmouth bylaws.

**DEPARTMENT RECOMMENDATION:**

Town Counsel recommends that the Select Board vote to accept the Water Main Easement so that the development at Willett Way may connect to the Town's water service and the Town may maintain the infrastructure at that location.

**OPTIONS:**

- Motion to accept the grant of easement as presented.
- Motion to reject the grant of easement as presented.
- Motion to request that Town Counsel negotiate modifications to the Easement Agreement as determined by the Board.

**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:**

*Michael Renshaw*

\_\_\_\_\_

**Town Manager**

5/10/2024

**Date**

**Water Main Extension Agreement and Easement  
to Serve Willett Way, Falmouth, MA**

This is an agreement by and between Habitat for Humanity of Cape Cod, Inc., a Massachusetts non-profit corporation, with an address of 411 Main Street, Suite 6, Yarmouthport, MA 02675 (the "Grantor" or "Habitat") and the Town of Falmouth (the "Grantee" or "Town") acting by and through its Department of Public Works ("DPW") a municipal organization, of 416 Gifford Street, Falmouth, Massachusetts, regarding a private way known as Willett Way formally known as 0 Barrows Road in Falmouth, Barnstable County, Massachusetts. The background of this agreement is as follows:

WHEREAS, on or about August 1 2018, the Falmouth Zoning Board of the Appeals acted upon an application by Habitat and approved a subdivision pursuant to M.G.L. c. 40B, §§ 20-23 and 760 CMR 56 laying out a private way known as Willett Way with 11 lots ( the "Premises"), as shown on a plan entitled "Plan of Land in Falmouth, Mass. prepared for Habitat for Humanity of Cape Cod, Inc., #0 Barrows Road, Parcel I.D. #29-05-006-000A," prepared by Bracken Engineering, Inc., dated August 29, 2018, recorded with the Barnstable County Registry of Deeds in Plan Book 677, Page 56; and

WHEREAS, the Board has required as a condition of said approval that all dwelling units constructed on Willett Way shall be connected to public water; and

WHEREAS, the Grantor has filed with the Water Division of the DPW detailed plans of a water supply system to be installed in Willett Way to serve the 10 dwelling units, including without limitation the plan entitled "Habitat for Humanity Housing Development, 0 Barrows Road, Falmouth, Massachusetts, Grading, Drainage, and Utilities dated January 23, 2018" and marked C-4 prepared by VHB, Inc. 10 Walnut Street Watertown, MA 02471 and which plans were approved by the Water Division of the DPW on July 30, 2019. This C-4 Plan is part of a set of Plans entitled "Habitat for Humanity Housing Development 0 Barrows Road, Falmouth, Massachusetts" and marked as C-1, C-2, C-3, C-4, C-5, and C-6 by VHB, Inc. submitted to and approved by said Board or Appeals with Habitat's above-referenced application (the "Plans"). The Water Division of DPW has received and reviewed the Plans; and

WHEREAS, the Town of Falmouth has authorized the extension of its water main from the existing water main on Barrows Road to be installed as shown on said Plans and approved by the Water Division of the DPW.

**Agreement**

NOW THEREFORE, Habitat and the Town covenant and agree as follows:

1. Habitat will, without any cost or expense to said Town, lay, construct, make, furnish, supply and install an extension of the existing water main of the Town of Falmouth, according to specifications approved by the Water Division of the DPW and to its entire approval and satisfaction, from the existing water main on Barrows Road, in, through, under, across and along Willett Way shown on the aforesaid Plans.
2. During such construction and laying of the water main as contemplated herein, the Water Division of the DPW, and its duly appointed agents or representatives, shall have the right to inspect and determine whether such construction and laying of the water main are in compliance with the rules and regulations and specifications of the Town.
3. There will be no change in the grade of Willett Way as shown on the Plans in which said water main is laid without the prior written approval of the Water Division of the DPW. In the event there is any change made to the grade of Willett Way after the water main has been laid and installed therein as herein contemplated and provided, the undersigned, and/or its successors in record title, will pay the entire cost that may become necessary of relocating any water mains or pipes by virtue of any such change in the grade of said Way.
4. Grantor will not lay, nor authorize nor permit to be laid, any underground telephone or electric wires or cables in said Way within five (5) feet of the water main laid in said Way and that in the event of any such violation, such offending installation will be moved without any cost or expense to the Town of Falmouth. However, the foregoing of this paragraph 4 will apply only to parallel lines and not lines crossing said water main and/or lines leading into homes in the development.
5. Upon completion of the aforementioned water main extension as herein provided, to the approval and satisfaction of the Water Division of the DPW as evidenced by water being furnished through said water main extension to said Premises, title to all such water mains, pipes, hydrants, equipment and appurtenances shall become, and remain, a part of the Town water supply system and shall be subject to all of the rules and regulations of the Water Division of the DPW. The Town may connect other water pipes or water mains or other connections thereto, whether on land of Habitat or otherwise, without obtaining the consent or approval of any person or persons, or corporation or unincorporated association who may at that time own said Premises or any portion thereof.
6. Should any failure of the work occur within a period of one year after acceptance of the project by the Water Division of the DPW, which can be attributed to faulty materials, poor workmanship or defective equipment, the Grantor shall promptly make the needed repairs and bear the related expenses.
7. The Town is hereby authorized to make such repairs if the Grantor fails to make or undertake with due diligence the aforesaid repairs within ten days after it is given

written notice of such failure; provided, however, that in the case of an emergency where, in the opinion of the Water Superintendent, delay would cause serious loss or damages, or would be a hazard or inconvenience to the public, the repairs may be made or lights, signs, and barricades erected without prior notice to the Grantor and the Grantor shall pay the entire costs thereof, including without limitation legal fees and expenses.

In consideration of the covenants herein recited, the Habitat hereby grants unto the Town, and its successors in title, an exclusive easement to lay, maintain, operate, construct, reconstruct, remove, re-lay, inspect, patrol, repair and service the water mains, drains, pipes, hydrants, shut-offs, and other usual equipment and appurtenances thereto, in, through, under, across, upon and within the sideline of Willett Way in which the water main extension herein provided for is laid.

Furthermore, Habitat grants unto the Town and its successors in title, a 20 foot wide easement to lay, maintain, operate, construct, reconstruct, remove, re-lay, inspect, patrol, repair and service the water mains, drains, pipes, hydrants, shut-offs, and other usual equipment and appurtenances thereto, in, through, under, across and upon a portion of Lots 5 and 6, ten (10) feet of which is to be located upon Lot 5 adjacent to Lot 6, and ten (10) feet to be located upon Lot 6 adjacent to lot 5, as shown on Exhibit A attached hereto and incorporated herein for the purpose of a further extension of the water main.

For title reference see deed recorded at the Barnstable County Registry of Deeds Book 31690, page 54.

[end of document text—signature page follows]

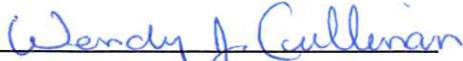
EXECUTED as a sealed instrument this \_\_\_\_\_ day of April 202~~4~~.

Approved as to Plans by:

HABITAT FOR HUMANITY OF CAPE COD, INC.



\_\_\_\_\_  
Matthew Lanen  
Water Superintendent  
Town of Falmouth

By:   
Wendy J. Cullinan, President

Approved as to form:



\_\_\_\_\_  
Maura O'Keefe  
Town Counsel

Date: \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

Barnstable County

On this 4<sup>th</sup> day of April, 2024, before me, the undersigned notary public, personally appeared Wendy J. Cullinan, President of Habitat for Humanity of Cape Cod, Inc., proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that it is the free act and deed of said corporation, for its stated purpose.

  
\_\_\_\_\_  
Kimberly A. Dupuis  
Notary Public

My commission expires: Feb 2, 2029



Kimberly A. Dupuis  
NOTARY PUBLIC  
Commonwealth of Massachusetts  
My Commission Expires 02-02-2029

**Water Main Extension Agreement and Easement**

Habitat for Humanity of Cape Cod, INC.

To

Town of Falmouth

We the undersigned Board of Selectman of the Town of Falmouth hereby accept this Easement on behalf of the Town of Falmouth under authority of ch. 65, § 3 of the Code of Falmouth.

Date: \_\_\_\_\_

TOWN OF FALMOUTH  
By its Board of Selectmen

\_\_\_\_\_  
Nancy Robbins Taylor, Chair

\_\_\_\_\_  
Edwin P. Zylinski, II, Vice Chair

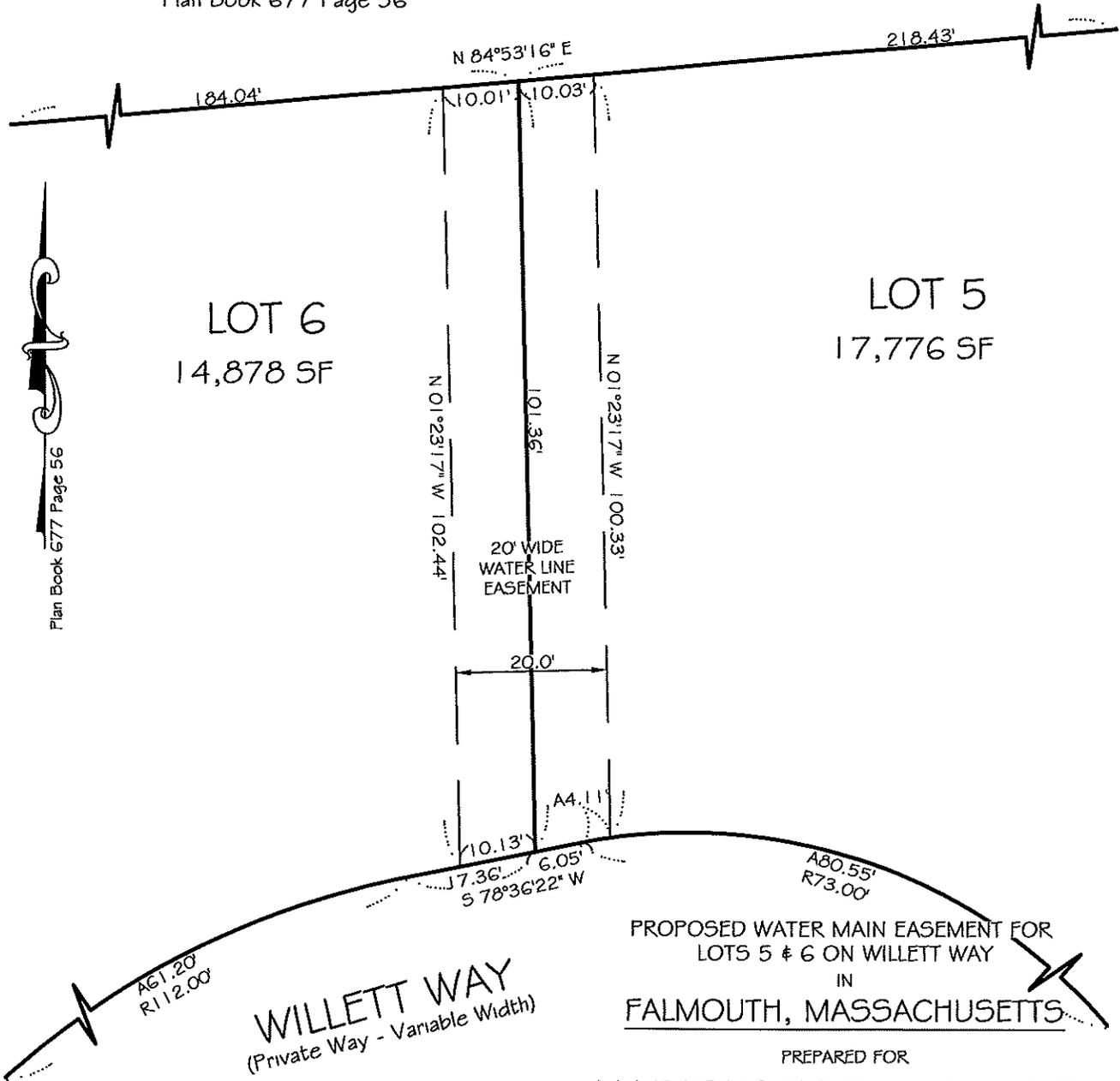
\_\_\_\_\_  
Douglas C. Brown

\_\_\_\_\_  
Onjalé Scott Price

\_\_\_\_\_  
Robert P. Mascali

# Exhibit A

OWNER OF RECORD  
Habitat for Humanity of Cape Cod, Inc.  
Deed Book 31690 Pages 54-72  
Plan Book 677 Page 56



Plan Book 677 Page 56

PREPARED FOR  
**HABITAT FOR HUMANITY  
OF CAPE COD, INC.**



SCALE 1"=20'      AUGUST 26, 2019

G:\AJobs\Habitat\8106 - O Barrows Rd Falmouth\dwg\8106.Water Easement Exhibit Plan.dwg      Drawn by: RFR      JMO-8106

**J.M. O'REILLY & ASSOCIATES, INC.**  
Professional Engineering & Surveying Services

1573 Main Street, P.O. Box 1773  
Brewster, MA 02631 (508)896-6601

**OPEN SESSION**

**CONSENT AGENDA**

**2. Administrative Orders**

- c. Approve request from Bob Bennett, owner of properties located at 503 Sippewissett Road and 19 Quissett Harbor Road, to apply to the Conservation Commission relative to vista pruning on the adjacent Town-owned property



## AGENDA ITEM SUMMARY SHEET

**ITEM NUMBER:** Consent Agenda – Administrative Orders 2.c.

**ITEM TITLE:** Approve request from Bob Bennett, owner of properties located at 503 Sippewissett Road and 19 Quissett Harbor Rd, to apply to the Conservation Commission relative to vista pruning on the adjacent Town-owned property

**MEETING DATE:** 5/20/2024

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

**SUBMITTED BY:** Mike Renshaw, Town Manager

**ATTACHMENTS:** Email request of property owner dated April 9, 2024; Letter of Support from abutter; Photograph showing area of pruning requested

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### PURPOSE:

The Select Board will consider a request from Bob Bennett, owner of properties located at 503 Sippewissett Road and 19 Quissett Harbor Rd, to apply to the Conservation Commission relative to vista pruning on the adjacent Town-owned property.

### BACKGROUND/SUMMARY:

- Property owner Mr. Bob Bennett is requesting permission from the Select Board to make application to the Conservation Commission concerning his desire to conduct vista pruning on Town-owned property.

**DEPARTMENT RECOMMENDATION:**

The Town Manager recommends that the Select Board approve the request from Bob Bennett, owner of properties located at 503 Sippewissett Road and 19 Quissett Harbor Rd, to apply to the Conservation Commission relative to vista pruning on the adjacent Town-owned property.

**OPTIONS:**

- Motion to approve the request from Bob Bennett, owner of properties located at 503 Sippewissett Road and 19 Quissett Harbor Rd, to apply to the Conservation Commission relative to vista pruning on the adjacent Town-owned property.
- Motion to deny approval of the request from Bob Bennett, owner of properties located at 503 Sippewissett Road and 19 Quissett Harbor Rd, to apply to the Conservation Commission relative to vista pruning on the adjacent Town-owned property.

**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 request from Bob Bennett, owner of properties located at 503 Sippewissett Road and 19 Quissett Harbor Rd, to apply to the Conservation Commission relative to vista pruning on the adjacent Town-owned property.

*Michael Renshaw*

\_\_\_\_\_

Town Manager

5/16/2024

Date

## Diane Davidson

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**From:** Bob Bennett [REDACTED]  
**Sent:** Tuesday, April 9, 2024 11:22 AM  
**To:** Falmouth Selectboard  
**Cc:** Alissa Bergeron; Jennifer Lincoln; Martha Bennett  
**Subject:** Vista Pruning in Quissett

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Dear Falmouth Select Board,

We own two adjacent properties in Falmouth, one at 503 Sippewissett Road and the other at 19 Quissett Harbor Road, both up the hill from the town dock in Quissett Harbor. We would like to “prune” the trees that overhang the parking lot that supports the town dock, which is between the Quissett Harbor Boatyard and the property owned by Tim Goldsmith on Quissett Harbor Road. We do not want to remove any trees but would like to thin them out so that there is a partial water view for the properties that run up the hill on the north side of Quissett Harbor Road, including the house at 503 Sippewissett Road. Our tree contractor has assured us that thinning these trees should only make them healthier.

Creating more of a water view will enhance each of the properties overlooking the northeastern part of Quissett Harbor and will enhance the view for all people who enter Quissett Harbor by car, bicycle, or by foot from Quissett Harbor Road.

I had a conference call with Jennifer Lincoln and Alissa Bergeron, who manage Conservation for Falmouth, this morning and they instructed me that there was a two step process to accommodate our desire to improve the view for all.

1. Step one is to get approval from the owners of the property (in this case the Town of Falmouth, as represented by the Select Board) to allow vista pruning on the Town property. Please note that the select board approval is a necessary step, but not enough, as the vista pruning will still require approval by the Town of Falmouth Conservation Committee.
2. Step two is to attain approval from the Conservation Committee to allow the vista pruning to be done, based on a specific proposal made by me to the Conservation Committee.

I already have written approval from Tim Goldsmith, owner of the adjacent property west of the Town's property (please see snippet of letter below), to have his property pruned.

---

August 17, 2023

To whom it may concern at the Town of Falmouth,

As the owner of the Goldsmith property on Quissett Harbor Road, I endorse the removal or cutting back of the invasive plants, whichever is acceptable for appropriate conservation, directly across the street from our property. We also endorse limbing up the branches on the trees on this property.

Sincerely,

Timothy H Goldsmith



---

Please let me know if you have any questions and what next step is needed for us to gain approval for this improvement for all.

Thanks, Bob

Bob Bennett  
Optimist

This e-mail message and any attachments are only for the use of the intended recipient and may contain information that is privileged, confidential or exempt from disclosure under applicable law. If you are not the intended recipient, any disclosure, distribution, or other use of this e-mail message or attachments is prohibited. If you have received this communication in error, please notify EngageSmart immediately by replying to this message and deleting it from your computer. Thank you.

## Diane Davidson

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**From:** Bob Bennett [REDACTED]  
**Sent:** Thursday, April 18, 2024 4:14 PM  
**To:** Falmouth Town Manager  
**Cc:** Alissa Bergeron; Jennifer Lincoln; Laurie Brown  
**Subject:** FW: Vista Pruning in Quissett

Dear Mr. Renshaw, I hope you are enjoying yourself.

I heard from Conservation yesterday by phone that the critical first step (Select Board approval) in my process to request Vista Pruning approval from Conservation has not yet been completed. Your [excellent, BTW] assistant suggested that I send you this email requesting that the Select Board approve my ability to apply for some Vista Pruning to the Conservation Committee. I believe the Conservation Committee has a meeting scheduled for May 6, 2024, to review these types of requests (among other things I'm sure). Below is the email I sent to the Select Board on April 9, 2024. I received an email that confirmed receipt by all Select Board Members but have heard nothing since. I probably should have been more specific and stated that the Select Board needs to approve the concept of applying to the Conservation Committee in advance of the Conservation Committee slotting it for review and approval. Retrospectively, I realize that I probably should have cc'd you on the request.

Here is a picture of the area we'd like to thin a bit, with the description that was included in the application I sent to Conservation (included again in this email for completeness. No tree removal, just pruning. We have written approval from the owner of the area circled in yellow to prune and limb up his property and included a picture of his letter in the application to Conservation. I'm told that the town owns the area to the right of the yellow circled area, bounded by the red circle, that is north of the parking lot. This area is to the west of the Quissett Harbor Boatyard, located at 36 Quissett Harbor Road.

# Exhibit 1

Quissett Harbor Boatyard, Town Dock, Town Parking Lot, Tim Goldsmith p  
(west) of parking lot



Above is existing Quissett Harbor Boatyard, Town Dock, Town Parking Lot, "harbor" property (left of town parking lot). In red circle is area of foliage wh  
prune by thinning the branches. We have written permission from property  
to prune and limb up the area circled in yellow. Please see note below. This  
(and property value) for homes on the north side of Quissett Harbor Road a  
Sippewissett Road (497 and 503), along with all foot, bicycle and motor vel  
Quissett Harbor from Quissett Harbor Road. A visual enhancement for all  
Harbor Road. No trees will be removed with this plan. If Falmouth Conserv  
remove any, we are willing to fund removal from Town approved arborist.

August 17, 2023

To whom it may concern at the Town of Falmouth,

As the owner of the Goldsmith property on Quissett Harbor Road, I endorse the removal or cutting back of the invasive plants, whichever is acceptable for appropriate conservation, directly across the street from our property. We also endorse limbing up the branches on the trees on this property.

Sincerely,

Timothy H Goldsmith



Please let me know if there is anything else I need to do to advance this. My email address and cell phone numbers are in my signature block below. Conservation has the full application already but I'm happy to send it along if helpful.

Thanks, Bob

Bob Bennett  
Rational Optimist

This e-mail message and any attachments are only for the use of the intended recipient and may contain information that is privileged, confidential or exempt from disclosure under applicable law. If you are not the intended recipient, any disclosure, distribution, or other use of this e-mail message or attachments is prohibited. If you have received this communication in error, please notify EngageSmart immediately by replying to this message and deleting it from your computer. Thank you.

**From:** Bob Bennett  
**Sent:** Tuesday, April 9, 2024 11:22 AM  
**To:** selectboard@falmouthma.gov  
**Cc:** Alissa Bergeron <alissa.bergeron@falmouthma.gov>; Jennifer Lincoln <jennifer.lincoln@falmouthma.gov>; Martha Bennett [REDACTED]  
**Subject:** Vista Pruning in Quissett

Dear Falmouth Select Board,

We own two adjacent properties in Falmouth, one at 503 Sippewissett Road and the other at 19 Quissett Harbor Road, both up the hill from the town dock in Quissett Harbor. We would like to "prune" the trees that overhang the parking lot that supports the town dock, which is between the Quissett Harbor Boatyard and the property owned by Tim Goldsmith on Quissett Harbor Road. We do not want to remove any trees but would like to thin them out so

that there is a partial water view for the properties that run up the hill on the north side of Quissett Harbor Road, including the house at 503 Sippewissett Road. Our tree contractor has assured us that thinning these trees should only make them healthier.

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I had a conference call with Jennifer Lincoln and Alissa Bergeron, who manage Conservation for Falmouth, this morning and they instructed me that there was a two step process to accommodate our desire to improve the view for all.

1. Step one is to get approval from the owners of the property (in this case the Town of Falmouth, as represented by the Select Board) to allow vista pruning on the Town property. Please note that the select board approval is a necessary step, but not enough, as the vista pruning will still require approval by the Town of Falmouth Conservation Committee.
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August 17, 2023

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Sincerely,

Timothy H Goldsmith



---

Please let me know if you have any questions and what next step is needed for us to gain approval for this improvement for all.

Thanks, Bob

Bob Bennett  
Optimist

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## **OPEN SESSION**

### **CONSENT AGENDA**

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

- d. Vote to authorize the Select Board to approve a Letter of Commitment for the submittal of a Department of Energy Grant for the Marina aquaculture expansion and renewable energy project



## AGENDA ITEM SUMMARY SHEET

**ITEM NUMBER:** Consent Agenda – Administrative Orders 2.d.

**ITEM TITLE:** Vote to authorize the Select Board to approve a Letter of Commitment for the submittal of a Department of Energy Grant for the Marina aquaculture expansion and renewable energy project.

**MEETING DATE:** 5/20/2024

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

**SUBMITTED BY:** Stephanie Madsen and Chuck Martinsen

**ATTACHMENTS:** 1. TM and SB letter of Commitment.pdf 2. Abstract for DoE C-Site Grant original submittal

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### PURPOSE:

The Sustainability Coordinator is seeking approval from the Select Board to submit a Letter of Commitment for a Department of Energy (DoE) C-Site grant application.

The purpose of the grant is to provide funding (up to \$3.4 million) to expand the Marina's shellfish propagation program supported by solar energy. The DoE grant requires at least 5% in-kind cost share, and this Letter of Commitment demonstrates Select Board support.

### BACKGROUND/SUMMARY:

- The abstract submittal for grant solicitation DOE-FOA-0003229 "Communities Sparking Investment in Transformative Energy" is attached.

- The personnel at the Marine and Environmental Services (MES) have been working closely with the Sustainability Coordinator to populate the application.
- The aquaculture pilot program has proven to be very successful in reducing Nitrogen from our impaired water ways, and expanding the program will further reduce the Nitrogen load.
- Powering the propagation tanks pumps with solar and backup battery micro-grid demonstrates our commitment to energy use reduction.
- No financial capital is needed since 'in-kind' salaries are acceptable as 5% cost share requirements.

**DEPARTMENT RECOMMENDATION:**

The Town Manager recommends that the Select Board vote to approve the Letter of Commitment for the DoE-FOA-000329 grant application and 5% in-kind support as cost-share requirements.

With this support, the Sustainability Coordinator can submit the grant application for funding the expansion of the Marina's seed propagation tank system powered by solar panels.

**OPTIONS:**

- Motion to approve the Letters of Commitment from the Select Board and Town Manager for the DoE-FOA-000329 grant application, including the 5% in-kind support as a cost-share requirement.
- Motion to deny approval of Letters of Commitment from the Select Board and Town Manager for the DoE-FOA-000329 grant application, including the 5% in-kind support as a cost-share requirement.

**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 the Letter of Commitment for the DoE-FOA-000329 grant application and 5% in-kind support as cost-share requirements.

With this support, the Sustainability Coordinator can submit the grant application for funding the expansion of the Marina's seed propagation tank system powered by solar panels.

*Michael Renshaw*

---

**Town Manager**

5/10/2024

**Date**

**Title:**

**Enhancing Falmouth's Community Shellfish Aquaculture and Agriculture Program for Nitrogen Removal in Impaired Estuaries: A Sustainable Commercial Approach with Solar Energy Integration**

**Abstract:** In a groundbreaking Proof of Concept initiative, our Shellfish Aquaculture Pilot Program successfully engages commercial aquaculture contractors (AC) to cultivate and harvest oysters utilizing high-density floating gear, aimed at combating nitrogen levels in Falmouth's distressed estuaries. The crucial supply of first year oyster seeds for this innovative aquaculture endeavor is nurtured during summer months in upwelling tanks at Falmouth's Marina, located within a socioeconomically disadvantaged community and prone to flooding events related to storms and sea level rise. During winter, these seeds are preserved in a temperature-controlled container. The upwelling tanks entail significant electricity consumption, posing a challenge as we envision expanding the program, thus escalating energy demands and subsequent greenhouse gas emissions. Placing an undue energy burden on an already vulnerable area prone to sea level rise and socio-economic strains, renewable energy is paramount to support the growing aquaculture-agriculture economy.

Our objective, in collaboration with the DOE granting agency, entails amplifying the aquaculture program's scope by augmenting the Town's upwelling tank capacity through the adoption of at least 20 additional tanks, a more efficient tank-pump design, upgrading electrical panel load capacities, moving the operation to higher elevations, and fulfilling energy requirements via a solar canopy installation and battery backup microgrid. This multifaceted approach not only fosters the program's growth but also champions sustainability, mitigating our carbon footprint while bolstering the resilience of Falmouth's ecosystem.

This program not only mitigates nitrogen levels in our impaired estuaries but also facilitates upward mobility within the fishing and aquaculture industry by expanding aquaculture licenses granted by the Town's Select Board. Managed as a public-private partnership, these licenses aim to bolster the success of Aquaculture Contractors while aligning with the Town's objective to reduce nitrogen in targeted estuaries and minimize impacts on other users of public waterways. Operating sustainably, the program generates revenue through rental fees for aquaculture resources such as floats, bags, gear, and supplies. Revenues from the town's propagation program are reinvested to enhance public shellfishing. Currently, the program is active in three pilot locations—Eel River East, Waquoit Bay, and Great Pond—each boasting a remarkable removal of nitrogen annually. Source: Falmouth Town website  
<https://vimeo.com/619191374/8a1c277c09>

With the proposed expansion, coupled with additional community training and school educational initiatives, it promises to boost local citizen engagement and enhance economic vitality. Situated at Falmouth's Marina 180 Scranton Ave, the fisheries propagation center increases the production of native, protein-rich food sources within the town, provides universal access to the sea, and notably serves disadvantaged populations.

Partnerships play a pivotal role in the success of such programs and require continual nurturing. Over the past decade, Falmouth Marina has seen a surge in volunteerism, boasting 300 active volunteers who have collectively contributed over 21,000 hours. Their efforts range from sewing seed bags to managing shellfish tanks, conducting sustainable fisheries trainings, and building and maintaining gear.

The existing fisheries propagation system, including the upwelling tanks, owes its construction and maintenance to members of the incarcerated rehabilitation/training program at Barnstable County Sheriff's Office. These individuals, many of whom reside within Falmouth's disadvantaged zone, were instrumental in building the original fisheries infrastructure. Today, many continue to engage in weekly activities, from gear fabrication to shellfish surveys, thus expanding the pool of trained aquaculture professionals within Falmouth.

In contrast to other water quality improvement strategies, a robust aquaculture program, already proven successful in Falmouth, once scaled in economy and size will demonstrate to other coastal communities that this innovative approach will mitigate impaired nitrogen loaded estuaries along our coastlines. The expanded aquaculture program energized with solar panels and backed up with a battery micro-grid presents the unique opportunity to generate commercial revenues from the product derived through nitrogen removal activities. This revenue not only offsets the cost of nitrogen removal but also creates income opportunities and jobs within the local economy, while bolstering the availability of locally sourced food.



May 20, 2024

To: Stephanie Madsen,  
Sustainability Coordinator

Dear Ms. Madsen:

We, the Falmouth Town Manager and Select Board Members, enthusiastically pledge our commitment to your grant application DE-FOA-0003229 and we commit to contributing 5% of project costs as in-kind cost share contributions. The cost share includes employee time dedicated to the Marina aquaculture shellfish propagation expansion and solar project at 180 Scranton Ave, Falmouth, MA. The employees committed to this project include Stephanie Madsen, the Sustainability Coordinator, Chuck Martinsen, the Deputy Director of Marine and Environmental Services (MES), and Christina Lovely, the Marine Fisheries Biologist (MES).

The total grant solicitation estimate is \$3.4 million and thus in-kind cost share for employee salaries is estimated to be \$170,000 over a 3-year period. In-kind cost share will help advance the project expansion, increase community impact, and increase upward mobility for local residents in the aquaculture arena beyond the scale of the grant period.

Thank you for considering our application and for the opportunity to collaborate on this transformative endeavor.

Sincerely,

\_\_\_\_\_  
Michael Renshaw, Town Manager, Falmouth

IN WITNESS WHEREOF THE TOWN OF FALMOUTH has caused its town seal to be hereto affixed and these present to be signed, acknowledged, and delivered in its name and behalf by its Select Board hereby duly authorized this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**TOWN OF FALMOUTH**

\_\_\_\_\_  
Nancy Robbins Taylor, Chair

\_\_\_\_\_  
Onjalé Scott Price, Select Board Member

\_\_\_\_\_  
Edwin P. Zylinski II, Vice Chair

\_\_\_\_\_  
Robert P. Mascali, Select Board Member

\_\_\_\_\_  
Douglas C. Brown, Select Board Member

## **OPEN SESSION**

### **MINUTES**

1. Review and vote to approve minutes of meetings
  - a. Public Session – April 22, 2024

**TOWN OF FALMOUTH**  
**SELECT BOARD**  
**Open Meeting Minutes - DRAFT**  
**MONDAY, APRIL 22, 2024 – 6:30 P.M.**  
**SELECT BOARD MEETING ROOM**  
**TOWN HALL**  
**59 TOWN HALL SQUARE, FALMOUTH, MA 02540**

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

**Select Board:**

**Present:** Nancy Robbins Taylor, Chair; Edwin (Scott) Zylinski II, Vice-Chair; Douglas C. Brown; Onjalé Scott Price; Robert P. Mascali

**Absent:** None

**Others present:** Mike Renshaw, Town Manager; Peter Johnson-Staub, Assistant Town Manager

**OPEN SESSION**

**Call to Order:** by Chair Nancy Taylor at 6:30 p.m.

**Pledge of Allegiance:** Led by Select Board

**Proclamations:** Newcomers Club of Falmouth 40<sup>th</sup> Anniversary

Mr. Brown read out the proclamation included in the Select Board packet.

**Motion by Mr. Brown:** That we, Nancy Robbins Taylor, Edwin (Scott) Zylinski II, Douglas C. Brown, Onjalé Scott Price, and Robert P. Mascali, as Select Board of the Town of Falmouth, by the authority vested in us, do hereby proclaim 2024 as the 40<sup>th</sup> Anniversary of the Newcomers Club of Falmouth

**Second:** Ms. Scott Price

**Vote:** Yes – 5 No - 0

**Recognitions:**

Chair Taylor acknowledged that tonight's meeting was falling on Passover, and that she had contacted Rabbi Lieberman to apologize for conducting a meeting on Passover. She said she was committed to try to prevent this scheduling conflict in the future.

Mr. Brown recognized the Town's animal control officers, Molly Masson and Chloe Eressy, complimenting both on their engagement and high qualifications for the job.

**Announcements:**

- Mr. Brown announced the first meeting of the short-term rental working group on Tuesday, 4/23, at 4:30, in the Select Board meeting room.
- Mr. Brown also announced that Friday is Arbor Day and the new parcel on Shivericks Pond is being featured on Friday at 10:00.
- Ms. Scott Price announced that the Woods Hold Trad Stroll would take place on Saturday May 4 from 10-6 on Water Street

**Public Comment:** None

**COMMITTEE INTERVIEWS - Interview, vote and appoint committee members**

**Cape Cod Commission** – John Druley

Mr. Druley said he was seeking re-appointment as Falmouth's representative to the CCC (Chair Taylor clarified that this appointment is for a full term) and that so far there has been one meeting. Mr. Mascali said that the Town is fortunate to have Mr. Druley on the commission.

**Motion by Mr. Mascali:** To appoint John Druley as Falmouth's representative to the Cape Cod Commission to a term expiring April 24, 2027

**Second:** Mr. Brown

**Vote:** Yes – 5 No – 0

Mr. Druley said that a year ago, the CCC partnered with the Association for the Preservation of Cape Cod to study ponds, and that samples from approximately 650 of the 980 ponds on Cape Cod have been studied. He said those studies and organizations may be of some assistance to the advisory group to be appointed later in the meeting.

Cultural Council – Luke Okoshi-Michel, Paul Courtney

Luke Okoshi-Michel said he had nothing to add to his application. Chair Taylor asked him how he balances all his achievements, such as a 4.0 GPA, sports, music, and ambassadorships to various organizations. Luke said that everything he does, he loves. He said he uses his time wisely at school to get work done and doesn't procrastinate. He said he has been playing violin for 10 years and soccer for most of his life, and that he just loves everything he does.

Mr. Mascali noted that Luke is the second high school student on the Cultural Council and that it's wonderful to get students involved. Mr. Brown praised Luke's impressive resume, especially at his young age.

**Motion by Ms. Scott Price: To appoint Luke Okoshi-Michel to serve on the Cultural Council for the unexpired term ending June 30, 2024**                      **Second: Mr. Zylinski**                      **Vote: Yes – 5 No - 0**

Paul Courtney said that the arts can be important connective tissue for people in a community – said he is happy that Falmouth supports the arts – said he has recently retired and can devote time to the council and help with its technical facets.

**Mr. Brown: To appoint Paul Courtney to serve on the Cultural Council to fill the unexpired term ending June 30, 2025**    **Second: Ms. Scott Price**                      **Vote: Yes – 5 No - 0**

Freshwater Ponds Advisory Committee – Kim Komart, William Kerfoot, William Mebane, George Heufelder, Lynn Francis, Steven Solbo

Kim Komart – Mr. Komart spoke of his past credentials, and said ponds are Falmouth's jewels which need to be protected and preserved for the present and future well-being of the Town.

Mr. Mascali asked about possibly making the committee a 7-member committee instead of having 5 members and two alternates. Mr. Johnson-Staub said the idea had come up in previous conversations, but for pragmatic concerns involving quorum requirements, the decision was made to have the 5-member committee with alternates.

**Motion by Mr. Mascali: To appoint Kim Komart to the Freshwater Ponds Advisory Committee for the term ending June 30, 2027**    **Second: Ms. Scott Price**                      **Vote: Yes – 5 No – 0**

William Kerfoot – provided his extensive credentials and experience to the Board – said he wanted to apply his wide expertise to the ponds in Falmouth.

**Motion by Mr. Brown: To appoint William Kerfoot to the Freshwater Ponds Advisory Committee for the term ending June 30, 2026**    **Second: Ms. Scott Price**                      **Vote: Yes – 5 No - 0**

William Mebane – said he has been involved with aquaculture and water quality management for most of his adult life – said he ran the seawater systems at MBL – said most of his career has been involved in freshwater aquaculture in the States, as well as Cambodia and West Africa – said he is interested and honored, and a lot can be done.

**Motion by Ms. Scott Price: To appoint William Mebane to the Freshwater Ponds Advisory Committee for the term ending June 30, 2026**    **Second: Mr. Mascali**                      **Vote: Yes – 5 No – 0**

George Heufelder – provided his credentials and work history, both public and private, to the Board – said his passion is aquatic biology. Mr. Brown thanked Mr. Heufelder for his many years of service to the Town

**Motion by Mr. Brown: To appoint George Heufelder to the Freshwater Ponds Advisory Committee for the term ending June 30, 2027**    **Second: Ms. Scott Price**                      **Vote: Yes – 5 No – 0**

Lynn Francis – cited her experience with monitoring, collecting samples, and analysis regarding fresh water – said she has experience with operations, such as managing volunteers and data collection and analysis.



- f. Approve the petition of NSTAR Electric Company d/b/a Eversource Energy for permission to install approximately 125' (feet) of 1-4" conduit under town road near the intersection of Raymond Street. This work is necessary to provide electric service to 111 Jericho Path.
- g. Approve the petition of NSTAR Electric Company d/b/a Eversource Energy for permission to install approximately 48' (feet) of 1-3" PVC conduit under town road starting at new handhole to be labeled 72/17H-B at base of existing pole 72/17 to newly installed handhole 72/17H-A on customers property. This work is necessary to provide electric service to 169 Walker Street.

**Motion by Mr. Zylinski: To approve the Consent Agenda                      Second: Ms. Scott Price**

Mr. Brown said he would like to second the comment offered for the donation for the After-Prom event, saying the event is exactly the kind of pro-active action the Town should be taking.

**Vote: Yes – 5    No - 0**

**PUBLIC HEARINGS**

Application for renewal of Shellfish Aquaculture License #A17-02 – Paula Miller, Nye’s Neck Oyster – 3-acre site in Buzzards Bay 600’ from the shore southwest of Fiddler’s Cove and northeast of Nye’s Neck

Mr. Zylinski read out the hearing notice.

Chair Taylor asked for, and received from Mr. Renshaw, confirmation that the dates of the original license’s issue (2017) and expiration (2022) are correct. She asked if the applicant, Paula Miller, has been operating without a license for 2 years. Ms. Miller said that because of Covid for a couple years, she was told at Town Hall not to worry about renewal. She said that is what she was told by Diane Davidson. She said she received no information about renewal. She said she came into Town Hall a couple months ago saying it seemed to her she would need to renew the license. She said that the farm had been delayed due to Covid, and this site really started in 2022. She said the process seemed confusing and that it seemed up to the applicant to know when to seek renewal. She said she didn’t really have a license with a date on it, and said again that the process is confusing because some licenses are for 5 years and others for 10.

Mr. Renshaw clarified that there is a 5-year provision and a 10-year provision, and that this applicant had received a 5-year license in 2017. He said he did have an extensive conversation with Ms. Davidson, office manager, about this issue, and that there was no indication in the records of any kind of Covid suspension. He said he is not necessarily disputing the applicant’s statement, but the records in the file do not contain information regarding a suspension of time. Mr. Brown noted that during Covid, protocols in a variety of areas were relaxed, and other allowances were made.

Mr. Mascali suggested that the Board could approve a 5-year license beginning in 2022, essentially approving a license for the next 3 years as a sort of compromise for this specific situation. Mr. Renshaw, using the conditions cited in the original license letter, said he believed it is up to the Board’s discretion to issue the license terms and conditions as it sees fit. Mr. Mascali said again he thought such a condition (approval for 3 years) would be an acknowledgment of this particular set of circumstances. Mr. Zylinski said that he felt such a condition was punitive and that he would be willing to vote one way or another on the request to renew for 5 years. Mr. Brown said asking the applicant to return in 3 years seemed to present a hardship for the applicant for something that was not done intentionally. Chair Taylor said that while it is the responsibility of the applicant to keep track of the renewal requirement, she would not be against renewing for 5 years as requested.

Public comment: None

**Motion by Mr. Brown: To close the hearing                      Second: Mr. Zylinski                      Vote: Yes – 5    No – 0**

**Motion by Mr. Brown: To approve this application as presented for a term of 5 years from today**

**Second: Mr. Zylinski                      Vote: Yes – 4    No – 1 (Mr. Mascali)**

Application for renewal of Shellfish Aquaculture License #A14-01 – Daniel Ward, Ward Aquafarms, LLC – 50’ x 50’ slip in Fiddler’s Cove Marina

Mr. Zylinski read out the hearing notice.

The applicant, Mr. Ward, was present to answer questions. This is the 3<sup>rd</sup> renewal of the license. It was noted that this license would be for 10 years, per the application. Chair Taylor said that Mr. Ward had been found to be sufficiently qualified in terms of knowledge and experience to operate the shellfish aquaculture license.

Public comment: None

**Motion by Mr. Zylinski: To close the hearing.**

**Second: Ms. Scott Price**

Mr. Renshaw commented that Mr. Johnson-Staub checked the general law, and the Board does have the discretion to issue the license for a period of up to 10 years.

**Vote: Yes – 5 No – 0**

**Motion by Ms. Scott Price: To approve the application for the renewal of the Shellfish Aquaculture License #A14-01 – Daniel Ward, Ward Aquafarms LLC – 50' x 50' slip in Fiddler's Cove Marina**

**Second: Mr. Zylinski**

**Vote: Yes – 5 No - 0**

Application filed by Main Street Gallery, 189 Main Street, Falmouth, for a One-Day Entertainment License to be executed on July 10, 2024, from noon to 5:00 p.m.

Mr. Zylinski read out the hearing notice.

The applicant, Jim Fox, was present. He said this is a philanthropic event to showcase artists that he can't fit into his gallery. Artists bring their own tent and set up in the private parking lot. He pays the Stage Door Canteen Band to play for two hours. He also pays a food vendor to come and sell sodas. There is no charge for anything.

Public comment: None

**Motion by Ms. Scott Price: To close the hearing Second: Mr. Zylinski Vote: Yes – 5 No – 0**

**Motion by Mr. Mascali: To approve the one-day entertainment license as submitted by Main Street Gallery, 189 Main St., Falmouth, to be executed on July 10, 2024, from noon to 5:00 p.m. Second: Mr. Brown**

**Vote: Yes – 5 No - 0**

## **BUSINESS**

One Stop for Growth Grant Application - Route 151 Water Main Extension

Jed Cornock, Town Planner, provided an overview of the item, including the grant application process, what the purpose of the grant is (to extend a water main along Rt. 151), and the benefits of the extension. Mr. Brown said it is a great idea to use grant funds for infrastructure.

**Motion by Ms. Scott Price: To approve the request to submit an Expression of Interest for the One Stop for Growth Grant Program as presented and to approve the request to submit a full application by the program deadline Second: Mr. Zylinski Vote: Yes – 5 No - 0**

Vote to adopt the new LIP Application Process and Review Guidelines, re-establish the LIP Review Advisory Committee, and appoint a Select Board member to the Committee

Chair Taylor said she would like to nominate Bob Mascali to the advisory committee. Mr. Mascali accepted the nomination.

Housing Coordinator Kim Fish orally presented an overview of the item, which focuses on the Local Initiative Program (LIP) application process, the pre-application phase, the formal application phase, and review guidelines. She reiterated what she was seeking from the Board tonight.

Mr. Brown asked about adding the following amendments. (Ms. Fish responded to each suggested amendment with pertinent information. She also said the Town Planner is part of the committee.)

- Formal application 1b – Mr. Brown suggested having a habitat survey or study of some sort. Ms. Fish said that such detail is handled at the ZBA level.
- Formal application 1e – Mr. Brown asked to include “design solar orientation.” Ms. Fish said that is required by the Stretch Code.
- Review Guidelines D – Mr. Brown asked to add “residential deed restriction.” Ms. Fish said the state hasn't yet approved that, but it is in Governor Healy's bond bill.

- Review Guidelines M – Mr. Brown asked to add “or comparable certification” in case Energy Star were to change. Chair Taylor said that if that were to happen, the guidelines could be amended at that time.
- Mr. Brown suggested adding a letter P – “Provides up to 70% local preference for people living or working in Falmouth or neighboring communities” just as a goal. He also suggested adding “Contains a wider range of diverse affordability, for example, 60%-100% vs the standard 80% or whatever they’re targeting. Ms. Fish said that she suggests to applicants that anything beyond the required 25%, the Town would really be interested in a tiered AMI restriction. Regarding the local preference, she said that is addressed at the ZBA level as a condition of the comprehensive permit.

Mr. Zylinski sought and received confirmation from Ms. Fish that between the application process and the zoning board process, all of those question would be answered.

Mr. Mascali referred to the Strategic Plan’s inclusion of the ZBA and Planning Board, as well as the Affordable Housing Committee, in providing input during the LIP process. He asked if those two governmental bodies had weighed in on these guidelines. Ms. Fish said they had not because the LIP guidelines and ZBA are two separate entities. She also said that the Town Planner was part of the process.

Mr. Mascali went on to suggest the wording in the pre-application phase “concept plan is *beneficial to the Town*” be changed to “...is consistent with local needs.” Ms. Fish said that could be voted as an amendment.

At this point, Mr. Johnson-Staub reviewed the whole purpose and value of the LIP now that the Town is nearing the 10% threshold of affordable housing. He said the LIP is an opportunity to shape the community and address pressing needs, and cautioned against going too far with specific language changes.

Chair Taylor noted that the Board is asking for changes in the eleventh hour. It was reiterated that the LIP application is a negotiation between the developer and the Select Board, and that Ms. Fish is the front person in those negotiations. Mr. Brown said that his concerns were addressed earlier, and that he is satisfied with the document as is.

At this point, Laura Moynihan, executive director of the Falmouth Housing Trust, asked that if the Board goes ahead with the requested approvals tonight, that the guidelines be tabled for two weeks to allow for public posting and written comment. She said the second draft was not posted and that people would like to comment, which Atty. Moynihan said would be helpful. She provided a specific example of a request for a waiver to illustrate how public comment would be useful, especially, she said, when the guidelines are an important tool for how to proceed with development of affordable housing. She said another two weeks to allow for public comment on the most current draft would not impede the timeline for the documents.

Ms. Scott Price asked if there are other guidelines a developer can use for a LIP application. Ms. Fish said yes, that these guidelines are specific to the Town.

Mr. Zylinski sought confirmation from Ms. Fish that the reason for the Select Board is to refine and amend as needed and get input, and that no document is written in stone. Ms. Fish agreed.

Mr. Mascali asked about Atty. Moynihan’s suggestion. Mr. Johnson-Staub said there is urgency because there are potential LIP projects in the pipeline now. He suggested the Board consider adopting the guidelines as proposed or amended tonight, and they can be revised or modified when necessary. He said the LIP guidelines in place now are not workable, and the proposed guidelines allow for a more fruitful dialog. He gave an example of a recently approved project where clearer guidelines would have been welcome.

Mr. Brown said that he could make a motion to approve the guidelines as is and adjust later. Mr. Zylinski seconded that motion.

Atty. Moynihan again spoke to the need to make this important process public. She said putting the guidelines in the Select Board meeting packet is not making them public. She went on to give an example of a potential problematic situation involving the advisory board with other boards weighing in with approvals. She spoke strongly of the need for the public to offer comment and the helpfulness such comment would provide. She suggested that two weeks did not seem like a hindrance to getting things going.

Mr. Renshaw then said that as Mr. Johnson-Staub had mentioned, adoption as presented tonight puts the Town in a much stronger position. He also said that Atty. Moynihan has appeared before the Affordable Housing Committee

and provided input, some of which has been incorporated into the documents. So there was opportunity for public comment.

Ms. Fish added that these are Select Board guidelines that the Board makes the decision on.

Chair Taylor then formulated a motion to include all aspects of the agenda item before the Board, not just the guidelines.

**Motion by Chair Taylor: That the Board re-establishes the LIP Review Advisory Committee, that the Board appoints Bob Mascali to the LIP Review Advisory Committee, and that the Board adopts the Local Initiative Program Application process and Review Guidelines as presented**                      **Second: Mr. Zylinski**

Mr Brown commented that past practice has been that the project is pretty well “fully baked” when the Board sees it, so this is an improvement, and “we can update as needed later.”

Mr. Mascali said he has concerns about some of the provisions but will approve it tonight and be more diligent moving forward. He thanked Ms. Fish for all the work she has put into this.

**Vote: Yes – 5                      No - 0**

Project Eligibility Letter for a 40-unit housing proposal at 85 Brick Kiln Road

Jed Cornock, Town Planner, orally presented the item, reviewing project details such as description, and impacts and benefits including information on wastewater, public transportation, and environmental surroundings. He also reviewed the procedure for this application, saying that this is the first step for the applicant in going before the ZBA for a comprehensive permit. In the future, this could be a LIP project, he said.

Mr. Brown said that \$125,000 subsidy is on the high end, but it is the right kind of project and a good investment for the town. There followed brief Board discussion about the \$125,000. The amount is correct, Mr. Cornock said, but while the amount is listed in the application to Mass Housing as their intent to apply, there has been no formal application to the FAHF for the funding.

Mr. Brown also suggested locating the condensers on the roof between dormers. Mr. Cornock said that type of suggestion/comment could be addressed when the application comes before the Planning Board.

**Motion by Ms. Scott Price: To approve the draft project eligibility letter and submit to Mass Housing as presented**                      **Second: Mr. Zylinski**                      **Vote: Yes – 5    No - 0**

Falmouth Affordable Housing Fund application for 464 Main Street

Joe Valle and Christian Valle from The Valle Group orally presented the item, beginning with a history of the location and how the mixed-use project concept came to be. Also provided were details regarding income eligibility requirements for residency and photos of the site and unit floor plans. Joe Valle said they had already been before the Affordable Housing Committee and CPC.

Chair Taylor ascertained from Joe Valle that there had been abutter input. She said she felt the project was perfect and would fit in well in the area.

Mr. Mascali asked if EV stations could be put. In the parking area. Joe Valle said they would consider it. Mr. Mascali also asked if something other than a one-year lease could be offered so that people would not have to move if rents were raised at the end of one year. Joe Valle said that their goal is to keep people in their units for a long time and that they don’t want people to be moving out.

Ms. Scott Price asked if there would be anything other than the laundromat in the commercial space. Mr. Valle said it would be all laundromat, which he said the Town needs.

Mr. Brown asked if the condensers would be loud. Joe Valle said that abutters didn’t oppose the location of the condensers during the Planning Board hearing. Mr. Brown asked about impact on the residents of the proposed building. Mr. Valle said that current models of compressors are surprisingly quiet.



Ms. Scott Price asked if this action was not on the Consent Agenda because it is a re-application. Mr. Renshaw said yes.

**Motion by Mr. Brown: To approve the resubmission of an application filed by AMVETS Falmouth Post 70, Inc., 336 Palmer Avenue, Falmouth, for a Change of Manager and a Change of Officers/Directors to its All-Alcoholic Beverages Non-Profit Club License      Second: Mr. Zylinski      Vote: Yes – 5    No - 0**

License Renewals – 2024 Seasonal and Spring Annual

SEASONAL COMMON VICTUALLER LICENSE  
The Village Café of West Falmouth, 634 West Falmouth Highway

SEASONAL ALL ALCOHOL CLUB and COMMON VICTUALLER LICENSE  
Seacoast Shore Association, 7 Farview Lane

LODGING HOUSE LICENSE  
Frederick William House, 594 Palmer Avenue  
Heights House, 25 Harbor Avenue  
Inn on the Sound, 313 Grand Avenue  
Inn on the Square, 40 North Main Street  
The Captains Manor Inn, 27 North Main Street  
Woods Hole Inn, 28 Water Street, Unit D

SECOND-HAND DEALER LICENSE  
Boutique on the Buy Way, 47 North Main Street  
Cape Cod Gold & Silver, 424 Main Street

Hope Restored, 655 Boxberry Hill Road  
Trendy Tots, 426 Main Street

ENTERTAINMENT LICENSE  
Seacoast Shore Association, 7 Farview Lane

SUNDAY ENTERTAINMENT LICENSE  
Seacoast Shore Association, 7 Farview Lane

BOWLING ALLEY LICENSE  
Trade Center Bowl, 89 Spring Bars Road  
Timber, 23 Town Hall Square

POOL TABLE LICENSE  
AMVETS, 336 Palmer Avenue  
Trade Center Bowl, 89 Spring Bars Road

MOVIE THEATER LICENSE  
Falmouth Cinema Pub, 137 Teaticket Highway

Mr. Renshaw noted an issue regarding the license for the Frederick William House at 594 Palmer Avenue (under Lodging House License). He said the Town has recently learned of on-going violations - one involving occupancy (permitted for 5 guests but evidence of upwards of 7 guests currently), another concerning the vegetative buffer. He said Town Counsel advises approval of the license but put the owner/operator on notice that if violations continue, the owner/operator would be called back to the Select Board for possible revocation or suspension of the license.

Chair Taylor said she is concerned about this non-compliance, and that the Select Board will need to inform them that if they don't comply immediately going forward, that the Board would send out a notice of violation right away. She said people need to know that the Board is watching and that operators need to be in compliance with their license.

Public comment:

Jonathan Stronach (passed out printed materials to the Board)– lives at 600 Palmer Ave. with his wife – said he and other abutters attended a ZBA hearing on 4/13/23 voicing concerns regarding performance standards and compliance related to an application to add another guest unit – said the application was withdrawn – said a ZBA member said to contact the building commissioner – said a complaint of violation was sent 4/25 regarding the parking lot and that changes had to go before the planning board – said expansion of the parking lot has continued to be expanded and redesigned – said two days ago heavy machinery was on site expanding the footprint – said photos are from his kitchen window – said a cease and desist order was sent on August 29 followed by an appeal, which was continued to 2/1.

At this point, Chair Taylor said that she was not sure that this was within the Board's purview. Mr. Renshaw said tonight the Board is considering the renewal of the annual license. The other matter is under investigation, including some disputes among the property owners. Mr. Brown also questioned whether the Board's purview included this matter. Mr. Renshaw again said that Town Counsel recommended that the Select Board warn the owner that the Board is aware that the business is not being operated in accordance with the Select Board-issued license. The permit is for 5 guest rooms. That is what the Select Board can rule on.

Mr. Mascali asked about the date the annual renewal would go into effect and if the Board would need to act on it this evening. There followed Board discussion about possible action the Board could take. Mr. Mascali said it would be a stronger statement to the owner if the Board didn't renew the license. Chair Taylor said Town Counsel

recommended that the license be renewed but that the Board use this as an opportunity to warn the owner. Mr. Zylinski said that the issue is under appeal, and that the Board doesn't want to get into the details of that if it's already under appeal. He asked if the owner was present at the meeting and no one responded.

Mr. Johnson-Staub reiterated Town Counsel's advice to renew the license, also saying that she did not advise not renewing without any notice having been sent from the Board warning of that action. He said the Board could put the applicant on notice and hold a future hearing. He added that this is a seasonal license, and it is time-sensitive, possibly going into effect in early May. The applicant can't begin renting until they get the license.

Mr. Zylinski said to Mr. Stronach that the Board could do nothing while the matter is under appeal and that the process has to play out. Mr. Stronach said he understood and thanked the Board, and also said that people have been trying to enforce this for 20 years, and that he can't go another 20 years living the way they're living. This is his urgency, he said.

Ms. Scott Price asked if the applicant could be brought before the Board for a discussion about this matter. Mr. Renshaw said that if there are continued violations, the Board could issue a notice of violation and have the owner appear before the Board for consideration of rescinding or suspending the license.

Mr. Stronach asked the Board how to go about following through on this issue. Board members advised going to relevant board meetings, such as planning and zoning, and how to receive notifications of agendas. Mr. Zylinski also said the building commissioner is the zoning enforcement officer and complaints should be reported to his office. Mr. Johnson-Staub also said if there is a violation of the license for 5 rooms, a complaint could be sent to the Board via email. Mr. Stronach said he sent a complaint to the Select Board last May and he would be sure to resend it.

**Motion by Mr. Zylinski: To approve the annual licenses as posted in the agenda tonight**  
**Second: Mr. Brown** **Vote: Yes – 5 No -0**

## MINUTES

1. Review and Vote to Approve Minutes of Meetings
  - a. Public Session – June 27, 2022 (#1, 2 and 3); October 30, 2023; March 25, 2024; April 1, 2024; April 8, 2024
  - b. Vote to Release Executive Session – February 12, 2024

### Public session sets:

- Mr. Brown said on 4/10 minutes in consent on the last page on p. 6, the reference was to Nan - should be Nan Logan.
- Mr. Mascali said that he was not present at the 10/30/2023 meeting.
- Mr. Mascali said he would abstain from voting on the 6/27/2022 minutes as he was not a Board member at that time.

**Motion by Mr. Zylinski: To approve with corrections** **Second: Mr. Brown** **Vote: Yes – 5 No – 0**  
Chair Taylor noted that all votes are "Ayes" except the 6/27/22 minutes with Mr. Mascali abstaining on that set.

### Executive Session set:

**Motion by Mr. Brown: To approve and release** **Second: Ms. Scott Price** **Vote: Yes – 5 No - 0**

## TOWN MANAGER'S SUPPLEMENTAL REPORT

Mr. Renshaw reported on the traffic detour for water main work in effect last Friday, saying it was not handled well and promised to do better. He gave examples of future improvement in communicating such things to residents, including activating the RAVE messaging 24 hours in advance, posting bulletins on the Town's website, using electronic messaging boards, taking a new look at detour routes and considering truck traffic on local roads, and in general, providing advance notice to the community. He said lessons were learned from that recent experience.

## SELECT BOARD REPORTS

Mr. Mascali reported on the following:

- Attended the Mass Cultural Council Grantee Reception

- Attended first meeting of the Cape Cod Regional Transit Authority and learned about the new DART program

**Mr. Brown reported on the following:**

- Attended the Cape and Islands Municipal Leaders Assn. last Friday
- Attended the Waquoit Intermunicipal Agreement with Mashpee and Sandwich at the Mashpee Town Hall
- Ed Marks Building Committee will be resuming its work

**Mr. Zylinski reported on the following:**

- Attended virtually the CCMPO monthly meeting today and urged all to go on the website to learn more

**Ms. Scott Price reported on the following:**

- Attended the Wampanoag Tribe Honor the Earth Day at their tribal lands over the weekend

**Chair Taylor reported on the following:**

- Volunteered on Saturday to collect textiles, and the event filled up two trailers

**ADJOURN**

**Motion by Ms. Scott Price: To adjourn    Second: Mr. Mascali    Vote: Yes – 5    No - 0**

Respectfully submitted,  
Carole Sutherland, Recording Secretary