

OPEN SESSION

BUSINESS

6. Consider vote on the Eversource Martha's Vineyard Cabling Project and Revised Project Schedule, presented on August 12, 2024 **(15 minutes)**



AGENDA ITEM SUMMARY SHEET

ITEM NUMBER: Business #6

ITEM TITLE: Consider a vote on the revised project schedule associated with the Martha's Vineyard Cabling Project

MEETING DATE: 9/9/2024

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

SUBMITTED BY: Peter McConarty /Public Works for Eversource Energy

ATTACHMENTS: MOU between Town and Eversource dated March 16, 2022

PURPOSE:

Eversource Energy provided an update on the Martha's Vineyard cabling project and review a proposed revised project schedule along Surf Drive and directional drilling within the Mill Road Parking Lot at the Board's August 12, 2024 meeting.

This agenda item is a request made by Eversource that the Select Board consider the approval of a 7-day per week horizontal directional drilling (HDD) schedule for the January 2025 through May 2025 period for Surf Drive and Mill Road Parking lots.

BACKGROUND/SUMMARY:

- Eversource has completed underground work on Mill Road and Jones Road.
- Eversource is completing their utility pole relocation along Palmer Avenue.

- Surf Drive is the next section of work to be undertaken. Eversource has been working with the Department of Public Works on improving the Town’s infrastructure during their cabling project.
- Eversource will be performing directional drilling from the Mill Road and Surf Drive Beach parking lots. Eversource’s drilling contractor has indicated a 7-day work schedule is required to complete the project in the January 2025 to May 2025 window. Eversource is asking for the Board to approve the 7-fday work schedule.

DEPARTMENT RECOMMENDATION:

The Department of Public Works recommends support of the proposed 7-day drilling work schedule. Concurrent with the drilling, Eversource has agreed to work with Public Works on replacing a 120-year-old water main, installing a sidewalk from Walker Street to Shore Street, and installing drainage structures in flooding areas. The water main, drainage, and sidewalk work will be on a 5-day work schedule.

Eversource Energy is asking the Board to consider the approval of the 7-day per week HDD schedule for the January 2025 through May 2025 period.

OPTIONS:

- Motion to approve a seven (7) day per week horizontal directional drilling schedule as requested by Eversource for the period January 2025 through May 2025 as presented.
- Motion to deny approval of the seven (7) day per week horizontal directional drilling schedule as requested by Eversource for the period January 2025 through May 2025.
- Some other Board defined alternative.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

FINANCE DIRECTOR COMMENTS (IF APPLICABLE):

N/A

TOWN MANAGER COMMENTS:

The Town Manager recommends that the Select Board approve the request by Eversource for a seven (7) day per week horizontal directional drilling schedule as requested by Eversource for the period January 2025 through May 2025.

Michael Renshaw

Town Manager

9/4/2024

Date



Falmouth, MA Update to Select Board August 12, 2024

Enhancing System Reliability

New Submarine Cables Falmouth to Martha's Vineyard

A Stephen's Lane

B Jones Road

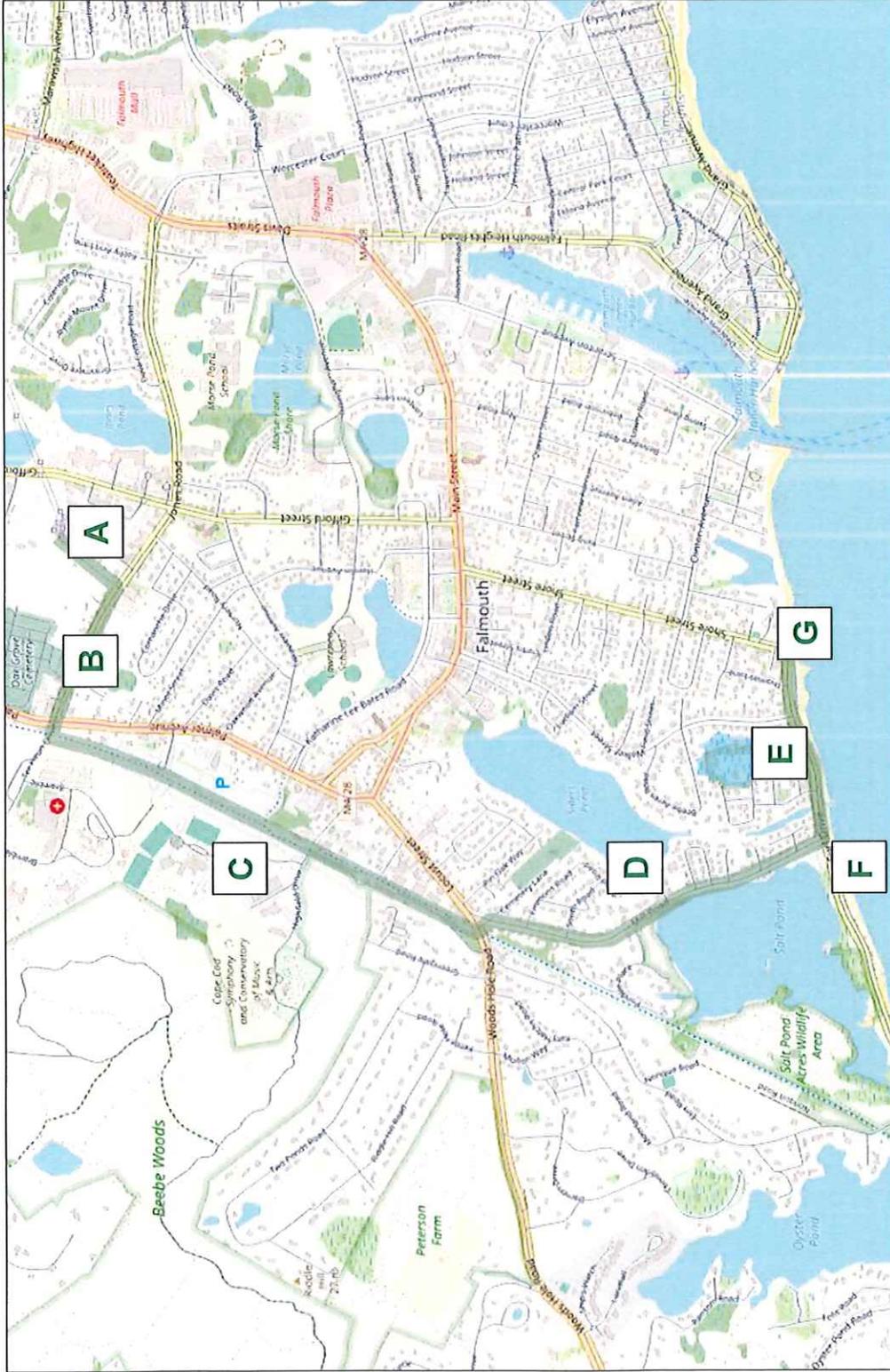
C Shining Sea Bikeway

D Mill Road

E Surf Drive

F HDD – Mill Road

G HDD – Surf Drive



Jones Road and Mill Road - Complete

EVERSOURCE
ENERGY



Shining Sea Bikeway



- October 15 – December 31
- Path Closed (Ter Heun Drive to Locust Road Parking Lot)
- Duct Bank Installation
- Vegetation Management
- Path Widening & Repave

Surf Drive



- September 16 – December 31
- Water Main Replacement
- Duct Bank Installation
- Crosswalk Moved
- Site Restoration

Compensation

\$100,000 – Surf Drive

\$250,000 – Shining Sea Bikeway

\$250,000 – Depot Avenue

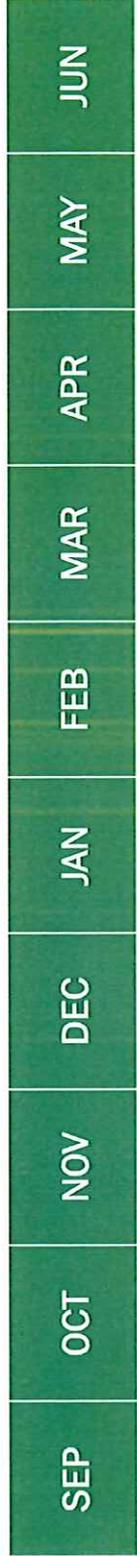
\$200,000 – Traffic, Congestion etc.

Pole Relocation – Palmer Ave.

Value Added
Water main replacement
Water system tie ins
Bike path widening
Dedicated feed to Falmouth Hospital

Timeline:

2024-2025



Surf Drive

SEP - DEC

Shining Sea Bikeway

OCT - DEC

Horizontal Directional Drilling

JAN - MAY

Stephen's Lane

SEP - OCT

Questions / Comments

Philip Burt, Community Relations

philip.burt@eversource.com

774.994.7512

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into as of the 16th 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
4	# 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 CLL1 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 2-1PTS 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 CL1 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 CL1 INS 45' JO CL1 1-8PA 3-PI 1-1PTS 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. Consider and vote to authorize the Town Manager to issue a request for proposals to lease Falmouth Country Club, 630 Carriage Shop Rd. to a private operator, upon such terms and conditions as he deems acceptable **(15 minutes)**



AGENDA ITEM SUMMARY SHEET

ITEM NUMBER: Business #7

ITEM TITLE: Consider and vote to authorize the Town Manager to issue a request for proposals to lease Falmouth Country Club

MEETING DATE: 9/9/2024

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

SUBMITTED BY: Peter Johnson-Staub, Assistant Town Manager

ATTACHMENTS: Lease Highlights 09/04/2024, draft Request for Proposals and Lease

PURPOSE:

The Board is asked to authorize the Town Manager to issue a request for proposals (RFP) to lease the Falmouth Country Club, owned by the Town, to a private operator.

BACKGROUND/SUMMARY:

- This golf course was acquired by the Town in 2005 for the purpose of continuing to operate it as a golf course under Town ownership. The course has been leased to a private operator since it was acquired. The current lease expires December 31, 2024.
- The purchase of the property was paid in part from Community Preservation fund and the remainder was paid with a 30-year bond supported by the general fund. The general fund annual debt service is approximately \$650,000 per year with the last payment due in the spring of 2035.

- From 2006 through 2020, the rent received from the golf course lease fell well short of the \$650,000 annual debt. The Town has also contributed \$50,000 per year toward the purchase of golf course equipment since 2015. Gross revenues received by the Country Club and rent payments made by the operator to the Town are shown in the attached 'Falmouth Country Club Historical Financials' report.
- The assessed value of the property is \$7,687,300.
- The policy goals suggested for this lease are:
 - To attract a quality firm that is able to effectively manage all aspects of the golf business to ensure the long-term success of Falmouth Country Club;
 - To fully offset the Town cost of owning the golf course to the greatest extent feasible;
 - To minimize the time and resources spent by Town staff on golf matters so that Town resources can be allocated to essential municipal services and priorities established in the Select Board Strategic Plan.
- A 25-year lease with one 5-year renewal option is proposed. This current lease is 5 years with one 5-year renewal. Additional lease terms and goals are identified in attached 'Lease Highlights' document.
- Timely action is required to allow for sufficient time for potential bidders to investigate this opportunity and prepare an informed proposal.
- Timeline for RFP and lease:

August 19	Golf Advisory Committee Recommendations on RFP/Lease terms
September 9	Select Board Vote to surplus the property and issue RFP
September 13	Issue RFP
October 23	Proposal submission deadline
November 18	Select Board award lease
January 1, 2025	Lease term begins
- The Golf Course Advisory Committee discussed this RFP and lease at a meeting on August 19th. After hearing input from the public, the members discussed the terms and voted to recommend a 25-year lease with a 5-year renewal. The Committee also voted to recommend the selection criteria with the addition of a residential discount and twilight hours.
- The request for proposals and lease agreement were drafted by the Assistant Town Manager and legal counsel with input from the Golf Advisory Committee. A

final round of edits and proofing will be done by staff and legal counsel following Select Board authorization.

DEPARTMENT RECOMMENDATION:

The Town Manager recommends the Select Board vote: 1) to declare the golf course property as surplus; and, 2) to authorize the Town Manager to issue a request for proposals to lease the Falmouth Country Club property.

Motion:

1. Move that the Select Board declare the Falmouth Country Club property at 630 Carriage Shop Road as surplus; and,

2. Move that the Select Board authorize the Town Manager to execute and issue a request for proposals to lease Falmouth Country Club, 630 Carriage Shop Rd to a private operator, upon such terms and conditions as he deems acceptable.

OPTIONS:

- Declare property surplus and authorize Town Manager to issue RFP as proposed.

- Declare property surplus and authorize Town Manager to issue RFP with amendments identified by the Board.

- 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 authorize the RFP as presented.

Michael Renshaw

Town Manager

9/5/2024

Date

Falmouth Country Club

Highlights of DRAFT Request for Proposals and Lease Terms September 4, 2024

Timeline

August 19	Golf Advisory Committee Recommendations on RFP/Lease terms
September 9	Select Board Vote to issue RFP
September 13	Issue RFP
October 23	Proposal submission deadline
November 18	Select Board award lease
January 1, 2025	Start of new lease

Policy Goals for Lease:

Attract a quality firm that is able to effectively manage all aspects of the golf business to ensure the long-term success of Falmouth Country Club.

What does success look like?

- Rent paid to the Town exceeds debt service of \$615,00 thru FY2035;
- Revenue is sufficient for operator to invest in capital improvements;
- Stable long-term relationship that is mutually beneficial to Town and private operator;
- Golf course conditions are maintained at present standard or better;
- Operator invests in capital improvements to extent required to attract repeat business and maintain market share;
- Falmouth residents get benefit of a well maintained, well run golf course;
- Golf course continues to attract non-resident visitors which results in ancillary benefits to local business;
- Falmouth residents receive a discount
- Minimize Town resources (\$ and time) allocated to oversight of golf course regarding capital improvements, maintenance, ambiguous lease terms
- No litigation

1. Length of Lease: 25 years with 5-year renewal option

- Longer lease attractive to premier operators
- Longer lease incentivizes private operator to invest in capital improvements
- Bids are complicated, time consuming, and involve inherent risk of litigation

2. Rental Fee Structure

- Keep it simple so there is no ambiguity of which proposal is most advantageous. Minimize potential for litigation.
- Base Rental Fee: Fixed at \$500,000 inclusive of all revenue categories with 2% annual escalator

- \$100,000 more than current base rent is justified by revenue trend of past 3 years
- Revenue Share Threshold: Fixed at \$1,420,000 (Revenue share applies above this threshold)
 - Same as current lease. Kept low to ensure Town gets fair return on revenue.
- Revenue Share %: Minimum set at 40%, Operators will bid a revenue percentage at 40% or more
 - Current revenue share is 50%.
 - Reduced in light of increase to minimum base rent and to facilitate operator investment in capital improvements while allowing for operator profit.

3. Capital Improvements

- Private operator required to invest at least \$2.0 million in capital improvements (excluding golf equipment) over 25-year lease term. Selection criteria encourages bidders to commit to more than \$2.0 million in capital improvements
- Town commits to allocate \$210,000 toward replacement of above ground gas tank and pesticide storage container in 2025
- Town does not commit to purchasing golf course equipment for first 20 years of lease
 - Town purchases \$50,000 of equipment per year under current lease
 - Most equipment has useful life of less than 20 years
 - Reduces Town staff time
- Town commits to spending \$100,000/year on golf course equipment for last five years of lease – i.e. year 21 thru 25.
 - Creates an inventory of Town owned equipment available to future operator. Facilitates transition to new operator at end of lease.
- Town can choose to invest in capital improvements other than turf equipment at any time if necessary. Improvements would be funded from accumulated golf lease payments.

4. Resident Discount

- No requirement under prior RFP and current lease
- Current operator has offered significant resident discount in practice
- Risk of resident discount requirement – could compromise profitability and minimum rent payment in a market downturn (a reality at many municipal golf courses)
- Added selection criteria that requires modest resident discount of 10% and rates proposals more highly if bidder offers greater than 10%.

Comparative Evaluation Criteria

The rating of "highly advantageous", "advantageous", "not advantageous" or "unacceptable" will be used to evaluate the following features of each proposal.

1. Prospective bidder must have a minimum total of five (5) years prior experience managing all aspects of a public, 18-hole regulation length golf course as defined by the National Golf Foundation including:
 - a. Green and cart fee revenue management,
 - b. Overall facility management including course and building maintenance,
 - c. Pro shop sales,
 - d. Driving range management, and
 - e. Food and beverage operations (as opposed to subcontracting out food and beverage operations).

Highly Advantageous: The Prospective bidder has 15 or more years of experience in public golf course operations at a comparable 18-hole golf course.

Advantageous: The Prospective bidder has ten 10 or more years and less than 15 years of experience in public golf operations at a comparable 18-hole golf course.

Not Advantageous: The Prospective bidder has 5 or more years and less than 10 years of experience in public golf operations at a comparable 18-hole golf course.

Unacceptable: The Prospective bidder has less than five (5) years of experience in public golf operations at a comparable 18-hole golf course.

2. Prospective bidder must have current or prior experience managing all aspects of a minimum of 2 geographically separate, public, 18-hole regulation length golf courses as defined by the National Golf Foundation including:
 - a. Green and cart fee revenue management,
 - b. Overall facility management including course and building maintenance,
 - c. Pro shop sales,
 - d. Driving range management, and
 - e. Food and beverage operations (as opposed to subcontracting out food and beverage operations).

Highly Advantageous: The Prospective bidder has experience managing 5 or more public courses.

Advantageous: The Prospective bidder has experience managing 3 or 4 geographically separate, public courses.

Not Advantageous: The Prospective bidder has experience managing 2 geographically separate, public courses.

Unacceptable: The Prospective bidder has experience managing fewer than 2 geographically separate, public courses.

3. Prospective bidder must have managed one or more capital projects for the property owner that disrupted play on one or more holes, e.g. replacement of portion of irrigation system, for at least one month.

Highly Advantageous: The Prospective bidder has managed more than 5 capital projects that disrupted play, each at a cost of \$500,000 or more.

Advantageous: The Prospective bidder has managed 3 to 5 capital that disrupted play each at a cost of \$500,000 or more.

Not Advantageous: The Prospective bidder has managed 1 or 2 capital improvement projects that disrupted play, each at a cost of \$500,000 or more.

Unacceptable: The Prospective bidder has not managed a capital project that disrupted play at a cost of \$500,000 or more.

4. Prospective bidder must have experienced staff who will be onsite at the Falmouth Country Club on a full-time basis from at least May through September of each year if awarded this lease including: 1) Director of Golf who oversees customer service, greens fee sales, and marketing; 2) Maintenance Superintendent, 3) food and beverage personnel. Prospective bidder must have a completely computerized point of sale system for all departments.

Highly Advantageous: The Prospective bidder can document the two or three staff members who will be responsible for oversight of the above functions each having 10 or more years of experience. Bidder can demonstrate the point of sale system used by company at currently managed courses.

Advantageous:

The Prospective bidder can document the two or three staff members who will be responsible for oversight of the above functions each having 5 or more years of experience. Bidder can demonstrate the point of sale system used by company at currently managed courses.

Not Advantageous:

The Prospective bidder can document the staff member who will be responsible for oversight of customer service, greens fee sales, and marketing has 5 or more years of experience, and the staff responsible for oversight of course maintenance has 3 years of experience or more. Bidder can demonstrate the point of sale system used by company at currently managed courses.

Unacceptable:

The Prospective bidder cannot document the staff member who will be responsible for oversight of customer service, greens fee sales, and marketing has 5 or more years of experience and the staff responsible for oversight of course maintenance and food and beverage operations each have 3 or more years of experience; or bidder cannot demonstrate the point of sale system used by company at currently managed courses.

5. Prospective bidder must have positive work history and ability to work cooperatively with agents

of the Town of Falmouth, facility neighbors, and the general public. Prospective bidder must supply complete list of all projects leased, managed, or maintained in the last 12 years including:

- a. Description of the lease, management, or maintenance contracts
- b. Length of contracted term
- c. Length of actual term
- d. Approximate dollar value of the contract over the actual term
- e. Areas of responsibility under the lease, management or maintenance contracts, and
- f. Ownership references and phone numbers at each project.

Highly Advantageous: The Prospective bidder can provide owner references from 100 percent of their contracting history in the last 12 years that confirm positive work and cooperation.

Advantageous: The Prospective bidder can provide owner references from at least 85 percent of their contracting history in the last 12 years that confirm positive work and cooperation.

Not Advantageous: The Prospective bidder can provide owner references from at least 50 percent of their contracting history in the last 12 years that confirm positive work and cooperation.

Unacceptable: The Prospective bidder cannot provide owner references from at least 50 percent of their contracting history in the last 12 years that confirm positive work and cooperation.

6. The Prospective bidders shall submit a resident greens fee discount plan. Prospective bidder must provide a discount on green fees to Falmouth residents and Falmouth residential taxpayers (defined as owners of a residential property in Falmouth and the owner's spouse, and owners' children.) Bidder shall submit a resident discount plan that establishes a minimum discount to be maintained for the entire term of the Lease. Discounts may be increased during the term of the lease at the Prospective bidder's sole discretion. Resident discounts shall not apply to promotional offers as provided herein.

Highly Advantageous: The Prospective bidder commits to a discount of at least 20% below the market rate for all seasons, days of the week and time of day.

Advantageous: The Prospective bidder commits to a discount of at least: 1) 20% below the market rate for the months of May through September, for all days of the week, excluding twilight rates if offered at Prospective bidder's sole discretion; 2) 10% below market rate for the remaining months of the year and for twilight rates if offered at the Prospective Bidder's sole discretion.

Not Advantageous: The Prospective bidder commits to a discount of at least 10% below the market rate for all seasons, days of the week and time of day.

Unacceptable: The Prospective bidder does not commit to a discount of at least 10% below the market rate for all seasons, days of the week and time of day.

7. Prospective bidders are encouraged to offer a twilight rate.

Highly Advantageous: The Prospective bidder commits to a twilight rate that is 15% less than the regular rate and effective at 1:00 PM or earlier.

Advantageous: The Prospective bidder commits to a twilight rate that is 10% less than the regular rate and effective at 3:00 PM or earlier

Not Advantageous: The Prospective bidder does not commit to a twilight rate.

8. The Prospective bidder shall submit sample marketing materials used at 2 courses under bidder's management.

Highly Advantageous: Sample marketing materials demonstrate use of data and technology to tailor marketing based on prior contact with individual customers, the context of the region, seasonal variation, and time of day. The quality of the content is judged to be excellent.

Advantageous: Sample marketing materials demonstrate general proficiency with marketing based on the context of the region. The quality of the content is judged to be of good quality.

Not Advantageous: Sample marketing materials do not demonstrate general proficiency with marketing based on the context of the region, or, the quality of the content is judged to be of poor quality.

9. The Town is choosing to enter a 25-year lease so the Lessee will have a financial interest to invest in capital improvements and maintenance equipment during the term of the lease. The Town is seeking a prospective bidder that will maintain and improve the overall condition of the golf course including appurtenant buildings and parking areas. For the purpose of this criteria and this Lease, a Capital Improvement is defined as a repair or replacement, exclusive of turf maintenance equipment, which has a cost in excess of \$10,000 and an anticipated useful life of at least 5 years.

Highly Advantageous: The Prospective bidder commits to investing \$5.0 million or more in capital improvements over the term of the lease, excluding maintenance equipment, and provides a representative list of planned improvements. At least \$1.0 million in capital improvements is programmed to be spent after 2034.

Advantageous: The Prospective bidder commits to investing \$3.0 million or more in capital improvements over the term of the lease, excluding maintenance equipment, and provides a representative list of planned improvements. At least \$500,000 in capital improvements is programmed to be spent after 2034.

Not Advantageous: The Prospective bidder commits to investing \$2.0 million or more in capital improvements over the term of the lease, excluding maintenance equipment, and provides a representative list of planned improvements.

Unacceptable: The Prospective bidder commits to investing less than \$2.0 million in capital improvements over the term of the lease, excluding maintenance equipment, and provides a representative list of planned improvements.

10. Credit Rating/Financial Capacity – The Dun & Bradstreet Paydex Score indicates the extent to which the firm is late in paying its bills. A higher score reflects more timely payment.

Highly Advantageous:

Dun & Bradstreet Paydex Score of 80 or higher.

Advantageous:

Dun & Bradstreet Paydex Score of 60 to 79

Not Advantageous:

Dun & Bradstreet Paydex Score of less than 60.

11. Credit Rating/Financial Capacity – The Dun & Bradstreet Failure Score indicates the likelihood that a firm will seek legal relief from its creditors or cease business operations without paying all its creditors in full within the next 12 months.

Highly Advantageous:

Dun & Bradstreet Failure Score of 1 or 2.

Advantageous:

Dun & Bradstreet Failure Score of 3 or 4.

Not Advantageous:

Dun & Bradstreet Failure Score of 5.

12. Conversion to electric or zero emission equipment

Highly Advantageous: Convert all golf carts to electric

Advantageous: Convert combined total of at least 10 carts and/or turf maintenance rolling stock to electric or zero emission equipment.

Not Advantageous: Convert at least 5 carts and/or turf maintenance rolling stock to electric.

13. The current environmentally-conscious practices at the facility are very important to the Town of Falmouth. The Prospective bidder will maintain the current environmentally-conscious practices.

Highly Advantageous: The Prospective bidder documents prior experience applying best practices with respect to Integrated Pest Management, minimizing impacts to the watershed from fertilizer and herbicide use, and Audubon certification, and energy efficiency practices.

Advantageous: The Prospective bidder documents prior experience applying best practices with respect to Integrated Pest Management, minimizing impacts to the watershed from fertilizer and

herbicide use, and Audubon certification.

Not Advantageous: The Prospective bidder does not document prior experience applying best practices with respect to Integrated Pest Management, minimizing impacts to the watershed from fertilizer and herbicide use, and Audubon certification.



DRAFT ONLY



TOWN OF FALMOUTH

Office of the Town Manager & Selectmen
59 Town Hall Square, Falmouth, Massachusetts
02540 Telephone (508) 495-7320
Fax (508) 457-2573

NOTICE REQUEST FOR PROPOSALS

Falmouth Country Club Lease and Management Agreement

NOTICE OF REQUEST FOR PROPOSALS

The Town of Falmouth is seeking sealed proposals for a Twenty-five (25) year term starting January 6, 2025 for a Golf Facility Operations Company that will provide a full range of management services through a lease at the Falmouth Country Club. Proposals will be accepted at the office of the Town Manager in Falmouth, MA 02540 until 2:00 p.m., [DATE]

Upon review of performance after the twenty-fourth year, the contract may be extended for another five years.

Specifications, information to respondents and proposal forms may be obtained online at <https://www.falmouthma.gov/bids.aspx>.

Each proposal must be accompanied by a bid security in the form of a bid bond, cashier's check or certified check payable to the Town of Falmouth in the amount of \$5,000.00.

The Select Board will award a lease to the firm selected by the Town Manager by November 18, 2024. No bidder may withdraw its proposal within 30 calendar days after the designated date for receipt of proposals

The Town reserves the rights to reject any or all proposals in whole or in part, waive any informalities or irregularities, and to accept any proposal or part thereof deemed to be in the best interest of the Town. Award will be subject to the appropriation of funds.

Town of Falmouth, MA
By: Mike Renshaw, Town Manager

Central Register, Falmouth Enterprise

TABLE OF CONTENTS

Section I- General
Information

.....
2

Section 2--Instructions and Information to
Respondents

.....
3

Section 4-Specifications for Golf Facility
Operations

.....
11

Section 5-Minimum
Criteria

.....
15

Section 6-Comparative Evaluation
Criteria

.....
16

Section 7-Lease Agreement
(Sample)

.....
20

Section 8-Bid
Sheet

.....
26

Section 9-Bidder Information
Form

.....
35

Section 10-Bidder
Certifications

.....
36

Section 11-Certificate of
Authority

.....
37

Appendix 1: Course Condition Report from Verdant Innovative Solutions

.....
30

Appendix 2: Summary of Financial History &
Projections*

34

Appendix 3: Background and History35

Appendix 3: Personal Property Inventory

Appendix 4: "Nine Hole Course" Conservation Restriction

Appendix 5: Legal Description

CHECKLIST (not warranted as complete)

D Have you signed and sealed the appropriate forms (Price Proposals) and submitted them in a separate envelope marked "PRICE PROPOSALS"?

D Have you signed and acknowledged any contract addenda?

D Have you completed all of the necessary COMPARATIVE CRITERIA as required for which you will be evaluated?

D Have you signed and sealed your Non-Price Proposal in a separate envelope so marked?

D Have you submitted your Guarantee (Deposit)?

D Are you aware of all Insurance and Bonding requirements that you will be responsible for?

Section 1-General Information and Submission Instructions

Introduction

The Town of Falmouth, on behalf of the Falmouth Golf Advisory Committee, intends to enter into a multi-year Lease and Management Agreement (the "Lease") with a Golf Facility Operations Company that will provide a full range of operational services for the property known as Falmouth Country Club.

Property Description

The current legal description is attached to this RFP.

Procurement Calendar

Event	Date*
Request for Proposal available	
Deadline for submission of written questions	
Deadline for submission of proposals	
Award of Lease and Management Agreement	January 1, 2025
Execution of Lease and Management Agreement	

*Approximate date, Town reserves the right to change.

Respondents Examination of the Request for Proposals

Respondents must examine all information and materials contained in and accompanying this Request for Proposals. Failure to do so will be at the respondent's own risk. This will include, but not be limited to, all relevant town, State, and Federal laws and regulations.

Pre-Bid Conference and Site Inspections

The Town **will not** conduct a pre-bid session. The Town makes no representations of any kind with respect to the site, or any other condition, or to any environmental issues. Interested parties are required to make inspections at their own expense. Such inspections shall not be scheduled in a manner or at a time that causes disruption to the current operations and activities of customers of the current tenant.

Subsurface investigations and similar technical investigations may not be conducted as part of the site visits. Respondents assume all risk of loss or harm in

conducting any site investigation and shall hold the Town and its current tenant harmless from any liability in connection therewith.

Questions

Any questions pertaining to this Request for Proposals must be made in writing and addressed to: golfrfp@falmouthma.gov

Questions must be received by _____ on _____. The Town will respond to written questions that are received by the deadline and will forward responses to all persons who are on file as receiving the Request for Proposals.

Addenda

If it becomes necessary to revise any part of this Request for Proposal or if additional data are necessary to enable an exact interpretation of provisions, such addendum will be provided to all persons who have requested this Request for Proposal.

If an addendum is issued, all respondent must acknowledge receipt of each addendum with their proposal, properly referenced.

Evaluation of Proposals

All proposals will be opened in public and proposals satisfying the minimum submission requirements will be reviewed and evaluated for consideration of award.

Rule for Award

The most advantageous proposal from a responsive and responsible respondent, taking into consideration price and other evaluation criteria set forth in this Request for Proposals will be selected.

The Town reserves the right to reject any and all proposals as determined to be in the best interests of the Town and to waive minor informalities.

Submission Instructions

Proposals must satisfy all the requirements of the Request for Proposals in order to be considered for award. Proposals shall include, at a minimum, the following:

1. A letter of transmittal signed by the individual authorized to negotiate for and contractually bind the Respondent.
2. A Non-Price Proposal that addresses the requirements under **Non-Price Proposal Content** (Section 2), the **Specifications of Golf Facility Operations** (Section 3), and the **Minimum Requirements** (Section 4);
3. A signed Certificate of Non-Collusion;
4. A completed Certificate of Authority, if applicable;
5. A completed Certificate of Compliance with Massachusetts Tax Laws
6. A completed Certificate of Foreign Corporation, if applicable;

7. A completed Disclosure of Beneficial Interests in Real Property Transaction;
8. A completed Price Proposal Form; and
9. A bid deposit in the form of in the form of a bid bond, cashier's check, certified check, or a Money Order or Irrevocable Letter of Credit payable to THE TOWN OF FALMOUTH, in the amount of \$5,000.00. Personal checks are NOT considered to be an acceptable guarantee.

A Respondent may correct, modify, or withdraw a proposal by sealed written, signed notice, clearly marked as a correction, modification, or withdrawal, received in the office of the Town Manager prior to the time and date set forth for the proposal submission.

All proposals shall be submitted to the Town as and where set forth above on or before the deadline. Proposals and unsolicited amendments to proposals received after the deadline will not be considered and requests for extensions of time will not be granted. Respondents who mail proposals should allow sufficient time for receipt by the Town by the deadline.

Negligence on the part of the respondent in preparing the proposal confers no right of withdrawal. The Town does not assume any responsibility for errors, omissions, or misinterpretations which may have resulted in whole or in part from the use of incomplete bid documents. Any respondent finding an ambiguity, inconsistency, or error shall promptly notify the Town.

"FAX" proposals will not be considered.

Unexpected Closures: If, at the time of the scheduled proposal due date, the Town Hall is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the due date for proposals will be postponed until 2:00 p.m. on the next normal business day. Proposals will be accepted until that date and time under such conditions.

Discrimination: It is understood and agreed that it shall be a material breach of any contract resulting from this bid for the Contractor to engage in any practice which shall violate any provision of Massachusetts General Laws, Ch. 151B, relative to discrimination in hiring, discharge, compensation, or terms, conditions or privileges of employment because of race, color, religious creed, national origin, sex, handicap, age or ancestry. The Town may cancel, terminate or suspend the Contract in whole or in part for any violation of this paragraph.

The Respondent agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including: Title VII of the Civil Rights Acts of 1964; the Age Discrimination in Employment Act of 1973; Massachusetts General Laws Chapter 151B Section 4 (1) and all relevant administrative orders and executive orders.

Compliance with Laws

Respondents will be bound by all applicable provisions of the laws of the Federal Government, the Commonwealth of Massachusetts, and the Town of Falmouth.

Section 2 – Non-Price Proposal Content:

Respondents must provide the following content in their Non-Price Proposals.

1. Documentation of prior experience: Proposals must include a list of all courses managed by the Respondent over the past 20 years. For each course, list:
 - Course name, address
 - Number of holes, length of course in yards, whether course includes par 3, 4 and 5 holes
 - a. Description of the lease, management, or maintenance contracts
 - b. Length of contracted term
 - c. Length of actual term
 - d. Approximate dollar value of the contract over the actual term
 - e. Areas of responsibility under the lease, management or maintenance contracts, and
 - f. Ownership references and phone numbers at each project.
 - Scope of bidder management responsibility (i.e. green and cart fee revenue, facility management including grounds and buildings, pro shop sales, driving range, food and beverage)
 - Length of original contract term and extension options
 - Length of actual term
 - Contact information for reference that can verify nature of engagement and owner satisfaction with performance
2. Capital Project Experience: List the most recent 10 capital projects completed that disrupted play for at least one hole with a cost of \$500,000 or more. For each project, identify:
 - The course where project was completed;
 - Year completed
 - Brief description of project
 - Cost of project
 - Owner contact information for reference who can verify success of the project.
3. Respondent Staff: Identify the individuals who will carry out responsibilities of: Director of Golf, Course Superintendent, food and beverage operations. For each individual, provide a resume that describes experience, education and training.
4. Point of Sale System: Identify the point of sale systems used at current locations. Identify and describe the point of sale system to be used at Falmouth Country Club.
5. Marketing: Provide samples of marketing materials that demonstrate Respondent's use of data and technology to tailor marketing based on the context of the region, seasonal variation, and time of day. Describe marketing approach and systems to be used at Falmouth Country Club.
6. Resident Discount Proposal: Identify the percent discount that will be provided to Falmouth residents including year-round residents and residential taxpayers (defined as owners of a residential property in Falmouth and the owner's spouse, and owners' children). The proposed Resident Discount shall establish a minimum discount to be

maintained for the entire term of the Lease. This Resident Discount is not applicable to Promotional Rates defined as a rate which is applied to less than one third of market rounds sold for the applicable season, day of the week, or time of day. This provision shall not prevent Lessee from offering Promotional Rates that may be equal to, or less than, the resident discount rate.

7. Capital Improvements by Tenant: For the purposes of the proposal, capital improvements are defined as a repair or replacement, exclusive of turf maintenance equipment, which has a cost in excess of \$10,000 and an anticipated useful life of at least 5 years. The Respondent shall be required to pay for and carry out capital improvements as further detailed in the Comparative Criteria. The Town has retained an independent consultant to evaluate course conditions. The written evaluation with recommended capital improvements are provided to potential bidders as Exhibit___. Respondent shall submit a proposed capital plan containing:
 - A total dollar amount that Respondent commits to spending on capital improvements.
 - Identify the dollar amount to be spent before 2035 and the amount to be spent between 2035 and 2050.
 - Identify the highest priority capital improvements. This list of specific improvements shall not be considered binding on Tenant.
8. Dun and Bradstreet Rating: Respondents shall submit the firm's Dun and Bradstreet number and reports listing the firm's Dun & Bradstreet Paydex Score and Dun & Bradstreet Failure Score.
9. Environmental Practices: Respondents shall submit to the following information and responses to questions in the Non-Price Proposal:
 - Describe agronomic practices and expertise with respect to minimizing environmental impacts.
 - Does Respondent commit to maintaining Massachusetts Audubon Certification?
 - What measures will be taken to minimize impacts of pesticides and herbicides on native flora and fauna?
 - What measures will be taken to minimize release of fertilizer nutrients into the groundwater?
 - Will Respondent commit to converting all Golf Carts to electric or other zero emission carts at its sole expense?
 - Will Respondent commit to converting a specified number of Golf Carts and/or turf maintenance equipment to electric or zero emission at its sole expense?

10. **Taxes:** The Tenant shall be responsible for payment of real estate and personal property taxes pursuant to M.G.L. c. 59. The FY2025 assessed value of the real property included in this lease is \$7,687,300 and the annual real property tax bill for the fiscal year ending June 30, 2025 is \$48,046. The assessed value of the personal property (i.e. equipment used for golf course operations) used by the current Lessee is \$724,040, and the annual tax bill for personal property is \$4,525. The assessed values of the real property shall be adjusted from time to time by the Falmouth Assessor, and the Falmouth real estate tax rate is adjusted every year in accordance with Town Meeting appropriations and applicable state law. It should be understood that the tax bill will increase each year and will be based on the tax burden as though the property were privately, versus municipally, owned. The taxes owed for the first year of this Lease shall be prorated for the fiscal year that begins July 1, 2024 and ends June 30, 2025.
11. **Conservation Restriction:** A conservation restriction is in place on this and adjacent property. This restriction will in no way affect the customary operation of the golf course. A Conservation Restriction is in place on the new nine-hole course.
12. **Resident Discounts:** Lessee shall provide a discount on green fees for Falmouth residents including year-round residents and residential taxpayers (defined as owners of a residential property in Falmouth and the owner's spouse, and owners' children). The discount shall be not less than 10% of the market (i.e. non-resident) rate for the peak season. If the Lessee offers different market rates for weekdays and weekends, the 10% minimum discount shall apply to the applicable category. The Lessee shall have discretion to apply the resident discount to twilight rates and off-season rates. Bidder shall submit a resident discount plan that establishes a minimum discount to be maintained for the entire term of the Lease. Discounts may be increased during the term of the lease at the Respondent's sole discretion. This provision shall not prevent Lessee from offering promotional market rates that may be equal to, or less than, the resident discount rate. A promotional rate is defined as a rate which is applied to less than one third of market rounds sold for the applicable season, day of the week and time of day.
13. **Condition of the Golf Course:** Course conditions shall be maintained to the current standard at minimum and, preferably improved over the course of the Lease. The current environmentally-conscious Best Management practices at the facility are very important to the Town of Falmouth. The Town of Falmouth is certified by Audubon International as an Audubon Cooperative Sanctuary.
14. **High School Golf Team:** Specific tee times will be at no charge to the Falmouth High School Golf Teams as follows:
- A. Women's Golf Team (20 Players Maximum)
- 5 days a week in season (defined as 3rd week in March through the 1st week in June) 7 home matches per season (16 of Players 8 from each team)
 - 1 day a week on the driving range (2 hours Max 20 stations)
 - Schedule to be determined with the Operator and the golf coach during the previous off- season.
- B. Men's Golf Team (20 Players Maximum)

- 5 days a week in season (defined as last week in August to mid-October) 14 home matches per season (16 Players 8 Each Team)
- Schedule to be determined with the Operator and the golf coach during the previous off-season.

15. **Financial Goals for Falmouth Country Club,** The town has an annual debt service obligation of approximately \$615,000 per year through 2035 and seeks to fully offset this cost through Lease payments. At the expiration of the debt, the Town will seek to pay back the Town general fund for debt and capital costs not offset by the golf lease revenue from 2005 to 2022, and potentially invest in capital improvements at the sole discretion of the Town.

16. **Liquor License:** There is currently a liquor license at the site which will not be transferred. Licenses are available. The successful bidder will describe its ability to obtain a liquor license and will be responsible for obtaining that license.

17. **Valued Employees:** The Operator will have complete control over its employment, however, a number of valued employees have worked at the facility for many years. The Town has a desired intent for the Operator to retain any current employees deemed appropriate.

18. **Honorary Lifetime Membership:** The Town has a desired intent to honor original course developer, Louis Rabesa, Jr.'s lifetime membership.

Section 3-Specifications for Golf Facility Operations

The goal of these specifications is to obtain the highest quality services for Falmouth Country Club, to return optimum funds to the Town of Falmouth, and to allow the Tenant to make sufficient profit to provide incentive for a continuing relationship, while maintaining and improving the quality of the asset.

Consistent with this goal, the Tenant will be required to:

- A. Provide an accessible recreational amenity to its citizens and visitors;
- B. Maintain and improve the property as a long-term physical asset for the Town of Falmouth; and
- C. Maintain and improve the financial viability of the property.

It is the intention of the Town that

- D. Falmouth Country Club will be an open and friendly facility for all age and skill levels, which may be at the expense of being a destination-quality or professional-skill tournament-quality golf facility.
- E. The Operator may serve functions at the facility, but these may be limited by the design and layout of the existing clubhouse and adjacent tent area.

Importantly, the Town recognizes that the best selection for Tenant will result in a long-term relationship that is mutually beneficial.

Specifications:

1. The Tenant shall perform such duties as are normally performed by a golf facility operations company and clubhouse operations personnel at outstanding public access golf clubs.
2. The Tenant shall inventory available furnishings, fixtures and equipment (**FF&E**) including, but not limited to turf maintenance equipment, at the facility and provide additional **FF&E** as needed for appropriate operations, facility maintenance, and long-term operational viability.
3. The Town has an inventory of turf maintenance equipment which shall be made available to Tenant for its exclusive use during the term of the Lease Agreement. The Tenant shall be solely responsible for maintenance and repair of said equipment during the term of the Lease Agreement. See Exhibit ___
4. For the first 20 years of the Lease, Tenant shall be solely responsible for purchase of any new maintenance equipment required to maintain the golf course in compliance with this RFP and Lease Agreement.
5. The Town shall purchase turf maintenance equipment for the final 5 years of the lease term. The Town will spend up to \$100,000 per year beginning November 2044 and ending November 2049, subject to Town Meeting appropriation. The Tenant shall submit proposed purchases to the Town in July of each year starting in 2044. All equipment purchased by the Town shall remain property of the Town.
6. It shall be the sole responsibility of the Tenant to maintain all FF&E, whether owned by the Town or Tenant.
7. The current environmentally-conscious practices at the facility are very important to the Town of

Falmouth. The Operator shall continue or exceed the current environmentally-conscious practices at the facility.

8. The Town has retained an independent consultant to evaluate the condition of the course and identify needed capital improvements. This evaluation is provided as **Exhibit**. The Tenant should plan to pay for and oversee any capital improvements it deems necessary to maintain the asset and meet the revenue goals of the Town and the Tenant as identified in the RFP. The Town may, at its sole discretion, consider providing supplemental funds for capital improvements.
9. The Tenant is solely responsible for maintenance of the golf course and all associated buildings and site improvements including, but not limited to, the clubhouse, parking areas, and cart paths.
10. The Tenant is solely responsible for his/her own security and storage of items in the Pro Shop and at the facility. The Owner shall be held harmless from any and all claims relative to all personal property in the golf pro shop.
11. Insurance – insurance shall be maintained as provided in the Lease, a form of which is attached hereto.
12. The operator will provide audited financial statements at the end of every fiscal year.
13. The Tenant will provide monthly revenue reports.
14. The Tenant shall maintain his/her own bookkeeping system and departmental tracking (e.g. starts/rounds/cart usage; food and beverage covers tracking) relative to operations of the facility. Owner shall have right to inspect such books.
15. A representative of the Tenant shall attend the Golf Advisory Committee meetings.
16. The Tenant shall promote junior golf programs.
17. The Town of Falmouth reserves the right to terminate this contract forthwith at any time in the event of default or violation by the Tenant of any of the provisions of this contract or as otherwise provided herein.
18. The Tenant assumes all risks and the Operator covenants to save the Town of Falmouth harmless and to indemnify the Town of Falmouth from all claims of damage or loss by virtue of personal injury, death, property damage, and theft incurred, suffered or claimed by reason of the omission, fault, negligence, or other wrongful acts of the Tenant or its servants, agents, employees, contactors, invitees, or licensees.
19. The Tenant shall not assign, transfer, or underlet the Lease, nor any interest or obligation herein, without the prior approval of the Commission.

Section 4-Minimum Criteria

The proposal must fulfill the following minimum criteria. Any proposal not meeting all of the following minimum criteria shall be disqualified.

1. Respondent must have a minimum total of five (5) years prior relevant experience as a Golf

Facility Operations Company at a minimum of two public, 18-hole regulation length golf course as defined by the National Golf Foundation: A course with a variety of par 3, par 4 and par 5 holes that is 5,200 yards or more in length for 18 holes. Experience must include:

- a. Green and cart fee revenue management,
 - b. Overall facility management including course and building improvement maintenance,
 - c. Pro shop sales,
 - d. Driving range management, and
 - e. Food and beverage operations
2. Respondent must have managed capital improvement program for the property owner that disrupted play on one or more holes, e.g. replacement of portion of irrigation system, for at least one month.
 3. Respondent must supply complete list of all projects leased, managed, or maintained in the last 20 years including
 - a. Description of the lease, management, or maintenance contracts including
 - i. Length of contracted term
 - ii. Length of actual term
 - iii. Approximate dollar value of the contract over the actual term
 - b. Areas of responsibility under the lease, management or maintenance contracts, and
 - c. Ownership references and phone numbers at each project.
 4. Respondent must have an experienced key staff with a demonstrated ability to work in harmony. Key staff includes director of golf or golf professional and club manager, director of food and beverage, and maintenance superintendent. Respondent must have a completely computerized point of sale system for all departments.
 5. Respondent must have demonstrated marketing experience including analytics to support marketing strategy and effectively outreach to prospective customers. Respondent shall submit sample marketing materials that demonstrate use of data and technology to tailor marketing based on the context of the region, seasonal variation, and time of day.
 6. All documents attached to this RFP package must be completed and submitted as instructed with the proposal.
 7. If an addendum is issued, all bidders must acknowledge receipt of each addendum with their proposal, properly referenced.
 8. Only proposals from bidders that have performed a site visit will be considered.
 9. The Respondent must obtain a liquor license from the Town of Falmouth within 6 months of execution of a lease agreement. The current license will not be transferred; however, liquor licenses are readily available to qualified applicants.
 10. The Respondent must submit sample marketing materials for at least 2 courses.
 11. The Respondent will maintain the current environmentally-conscious practices at the facility.
 12. The Respondent must submit financial statements for the last 3 years.

Section 5-Comparative Evaluation Criteria

The rating of "highly advantageous", "advantageous", "not advantageous" or "unacceptable" will be used to evaluate the following features of each proposal.

1. Respondent must have a minimum total of five (5) years prior experience managing all aspects of a public, 18-hole regulation length golf course as defined by the National Golf Foundation including:
 - a. Green and cart fee revenue management,
 - b. Overall facility management including course and building maintenance,
 - c. Pro shop sales,
 - d. Driving range management, and
 - e. Food and beverage operations (as opposed to subcontracting out food and beverage operations).

Highly Advantageous: The Respondent has 15 or more years of experience in public golf course operations at a comparable 18-hole golf course.

Advantageous: The Respondent has ten 10 or more years and less than 15 years of experience in public golf operations at a comparable 18-hole golf course.

Not Advantageous: The Respondent has 5 or more years and less than 10 years of experience in public golf operations at a comparable 18-hole golf course.

Unacceptable: The Respondent has less than five (5) years of experience in public golf operations at a comparable 18-hole golf course.

2. Respondent must have current or prior experience managing all aspects of a minimum of 2 geographically separate, public, 18-hole regulation length golf courses as defined by the National Golf Foundation including:
 - a. Green and cart fee revenue management,
 - b. Overall facility management including course and building maintenance,
 - c. Pro shop sales,
 - d. Driving range management, and
 - e. Food and beverage operations (as opposed to subcontracting out food and beverage operations).

Highly Advantageous: The Respondent has experience managing 5 or more public courses.

Advantageous: The Respondent has experience managing 3 or 4 geographically separate, public courses.

Not Advantageous: The Respondent has experience managing 2 geographically separate, public courses.

Unacceptable: The Respondent has experience managing fewer than 2 geographically separate, public courses.

3. Respondent must have managed one or more capital projects for the property owner that disrupted play on one or more holes, e.g. replacement of portion of irrigation system, for at least

one month.

Highly Advantageous: The Respondent has managed more than 5 capital projects that disrupted play, each at a cost of \$500,000 or more.

Advantageous: The Respondent has managed 3 to 5 capital that disrupted play each at a cost of \$500,000 or more.

Not Advantageous: The Respondent has managed 1 or 2 capital improvement projects that disrupted play, each at a cost of \$500,000 or more.

Unacceptable: The Respondent has not managed a capital project that disrupted play at a cost of \$500,000 or more.

4. Respondent must have experienced staff who will be onsite at the Falmouth Country Club on a full-time basis from at least May through September of each year if awarded this lease including: 1) Director of Golf who oversees customer service, greens fee sales, and marketing; 2) Maintenance Superintendent, 3) food and beverage personnel. Respondent must have a completely computerized point of sale system for all departments.

Highly Advantageous: The Respondent can document the two or three staff members who will be responsible for oversight of the above functions each having 10 or more years of experience. Bidder can demonstrate the point of sale system used by company at currently managed courses.

Advantageous:

The Respondent can document the two or three staff members who will be responsible for oversight of the above functions each having 5 or more years of experience. Bidder can demonstrate the point of sale system used by company at currently managed courses.

Not Advantageous:

The Respondent can document the staff member who will be responsible for oversight of customer service, greens fee sales, and marketing has 5 or more years of experience, and the staff responsible for oversight of course maintenance has 3 years of experience or more. Bidder can demonstrate the point of sale system used by company at currently managed courses.

Unacceptable:

The Respondent cannot document the staff member who will be responsible for oversight of customer service, greens fee sales, and marketing has 5 or more years of experience and the staff responsible for oversight of course maintenance and food and beverage operations each have 3 or more years of experience; or bidder cannot demonstrate the point of sale system used by company at currently managed courses.

5. Respondent must have positive work history and ability to work cooperatively with agents of the Town of Falmouth, facility neighbors, and the general public. Respondent must supply complete list of all projects leased, managed, or maintained in the last 12 years including:
- a. Description of the lease, management, or maintenance contracts
 - b. Length of contracted term
 - c. Length of actual term
 - d. Approximate dollar value of the contract over the actual term
 - e. Areas of responsibility under the lease, management or maintenance contracts, and

f. Ownership references and phone numbers at each project.

Highly Advantageous: The Respondent can provide owner references from 100 percent of their contracting history in the last 12 years that confirm positive work and cooperation.

Advantageous: The Respondent can provide owner references from at least 85 percent of their contracting history in the last 12 years that confirm positive work and cooperation.

Not Advantageous: The Respondent can provide owner references from at least 50 percent of their contracting history in the last 12 years that confirm positive work and cooperation.

Unacceptable: The Respondent cannot provide owner references from at least 50 percent of their contracting history in the last 12 years that confirm positive work and cooperation.

6. The Respondents shall submit a resident greens fee discount plan. Respondent must provide a discount on green fees to Falmouth residents and Falmouth residential taxpayers (defined as owners of a residential property in Falmouth and the owner's spouse, and owners' children.) Bidder shall submit a resident discount plan that establishes a minimum discount to be maintained for the entire term of the Lease. Discounts may be increased during the term of the lease at the Respondent's sole discretion. Resident discounts shall not apply to promotional offers as provided herein.

Highly Advantageous: The Respondent commits to a discount of at least 20% below the market rate for all seasons, days of the week and time of day.

Advantageous: The Respondent commits to a discount of at least: 1) 20% below the market rate for the months of May through September, for all days of the week, excluding twilight rates if offered at Respondent's sole discretion; 2) 10% below market rate for the remaining months of the year and for twilight rates if offered at the Respondent's sole discretion.

Not Advantageous: The Respondent commits to a discount of at least 10% below the market rate for all seasons, days of the week and time of day.

Unacceptable: The Respondent does not commit to a discount of at least 10% below the market rate for all seasons, days of the week and time of day.

7. Respondents are encouraged to offer a twilight rate.

Highly Advantageous: The Respondent commits to a twilight rate that is 15% less than the regular rate and effective at 1:00 PM or earlier.

Advantageous: The Respondent commits to a twilight rate that is 10% less than the regular rate and effective at 3:00 PM or earlier

Not Advantageous: The Respondent does not commit to a twilight rate.

8. The Respondent shall submit sample marketing materials used at 2 courses under bidder's management.

Highly Advantageous: Sample marketing materials demonstrate use of data and technology to

tailor marketing based on prior contact with individual customers, the context of the region, seasonal variation, and time of day. The quality of the content is judged to be excellent.

Advantageous: Sample marketing materials demonstrate general proficiency with marketing based on the context of the region. The quality of the content is judged to be of good quality.

Not Advantageous: Sample marketing materials do not demonstrate general proficiency with marketing based on the context of the region, or, the quality of the content is judged to be of poor quality.

9. The Town is choosing to enter a 25-year lease so the Lessee will have a financial interest to invest in capital improvements and maintenance equipment during the term of the lease. The Town is seeking a Respondent that will maintain and improve the overall condition of the golf course including appurtenant buildings and parking areas. For the purpose of this criteria and this Lease, a Capital Improvement is defined as a repair or replacement, exclusive of turf maintenance equipment, which has a cost in excess of \$10,000 and an anticipated useful life of at least 5 years.

Highly Advantageous: The Respondent commits to investing \$5.0 million or more in capital improvements over the term of the lease, excluding maintenance equipment, and provides a representative list of planned improvements. At least \$1.0 million in capital improvements is programmed to be spent after 2034.

Advantageous: The Respondent commits to investing \$3.0 million or more in capital improvements over the term of the lease, excluding maintenance equipment, and provides a representative list of planned improvements. At least \$500,000 in capital improvements is programmed to be spent after 2034.

Not Advantageous: The Respondent commits to investing \$2.0 million or more in capital improvements over the term of the lease, excluding maintenance equipment, and provides a representative list of planned improvements.

Unacceptable: The Respondent commits to investing less than \$2.0 million in capital improvements over the term of the lease, excluding maintenance equipment, and provides a representative list of planned improvements.

10. Credit Rating/Financial Capacity – The Dun & Bradstreet Paydex Score indicates the extent to which the firm is late in paying its bills. A higher score reflects more timely payment.

Highly Advantageous:
Dun & Bradstreet Paydex Score of 80 or higher.

Advantageous:
Dun & Bradstreet Paydex Score of 60 to 79

Not Advantageous:
Dun & Bradstreet Paydex Score of less than 60.

11. Credit Rating/Financial Capacity – The Dun & Bradstreet Failure Score indicates the likelihood that a firm will seek legal relief from its creditors or cease business operations without paying all

its creditors in full within the next 12 months.

Highly Advantageous:

Dun & Bradstreet Failure Score of 1 or 2.

Advantageous:

Dun & Bradstreet Failure Score of 3 or 4.

Not Advantageous:

Dun & Bradstreet Failure Score of 5.

12. Conversion to electric or zero emission equipment

Highly Advantageous: Convert all golf carts to electric

Advantageous: Convert combined total of at least 10 carts and/or turf maintenance rolling stock to electric or zero emission equipment.

Not Advantageous: Convert at least 5 carts and/or turf maintenance rolling stock to electric.

13. The current environmentally-conscious practices at the facility are very important to the Town of Falmouth. The Respondent will maintain the current environmentally-conscious practices.

Highly Advantageous: The Respondent documents prior experience applying best practices with respect to Integrated Pest Management, minimizing impacts to the watershed from fertilizer and herbicide use, and Audubon certification, and energy efficiency practices.

Advantageous: The Respondent documents prior experience applying best practices with respect to Integrated Pest Management, minimizing impacts to the watershed from fertilizer and herbicide use, and Audubon certification.

Not Advantageous: The Respondent does not document prior experience applying best practices with respect to Integrated Pest Management, minimizing impacts to the watershed from fertilizer and herbicide use, and Audubon certification.

PRICE PROPOSAL FORM

The Lease provides guidelines for rental payment structure.

The price proposal shall be submitted in the form of a Revenue Share Percentage. All other parameters of rental payments have been set by the Town as follows:

Base Rent:

The Town has fixed the Base Rent at \$500,000 for calendar year 2025. The Base Rent shall be increased by 2% per year provided actual Falmouth Country Club gross revenue increased by at least 2% for the prior year as compared to the year before.

Revenue Share Threshold:

The Revenue Share Threshold is applied to gross greens fees, rentals, handicap, range, food and beverage and pro shop concessions.

The Town has fixed the revenue share threshold at \$1,420,000 for Year 1 of the Lease Agreement. This threshold amount shall increase by 2% per year during the term of this Lease Agreement.

Revenue Share Percentage:

Each bidder shall bid a percentage revenue share. Revenue Share % to be paid to the Town is calculated as follows:

Gross receipts inclusive of greens fees, rentals, handicap, range, food and beverage and pro shop concessions – Revenue Share Threshold (e.g. \$1,420,000 for Year 1) X ___% Revenue Share = Revenue Share payment to Town.

Revenue Share Bid Minimum has been set by the Town at 40%.

Revenue Share Proposal: ___% (*Bidder shall fill in Revenue Share bid in an amount not less than 40%*)

NOTES FOR DRAFT LEASE

The payment section will need to be updated per the price proposal section in the RFP.

The capital section will need to be updated to reflect the notes for the RFP.

DRAFT ONLY

Section 7-

FORM OF LEASE AND MANAGEMENT AGREEMENT
Golf Facility Operations - Falmouth Country Club

IDENTITY OF LANDLORD

TOWN OF FALMOUTH 59
TOWN HALL SQ.
FALMOUTH, MA 02540

IDENTITY OF TENANT

WHEREAS, pursuant to the Town's Request for Proposals dated _____ for the Lease of the Premises (as defined in Article 1, below) and the operation thereon of the existing Falmouth Country Club (the "RFP"), the Town has accepted Tenant's proposal (the "RFP Proposal") for a lease of the Premises subject to the terms and conditions set forth herein;

NOW, THEREFORE, The Town and Tenant agree as follows:

ARTICLE 1 - Granted Premises

A. Lease of Premises. The Town of Falmouth, a Massachusetts municipal corporation with a principal place of business of 59 Town Hall Square, Falmouth, MA 02540 (hereinafter referred to as the "Town" or "Landlord") hereby leases to [TENANT], a _____ with principal place of business as _____, (hereinafter referred to as "Tenant") the land with building, fixtures, and equipment thereon known as the Falmouth Country Club in Falmouth, Barnstable County, Massachusetts, and a legal description is attached hereto as Exhibit A. By this lease the landlord is engaging the Tenant to occupy, operate and maintain a municipally-owned golf course as requested by the Landlord in a Request for Proposals dated [DATE] and described in Tenant's Price and Non Price Proposal submitted to the Landlord [DATE] and accepted on [DATE]. The Premises include the following appurtenant rights:

1. The right to operate, use, repair, and maintain the existing Falmouth Country Club and to construct Capital Improvements as further set forth in this Lease Agreement.
2. Reserved Rights. The town reserves the following rights and imposes upon Tenant the following obligations in connection with the Premises:
 - (a) Upon reasonable prior notice to Tenant, the Town shall have the right to access and enter upon the Premises for the purposes of inspection, complying with all applicable laws, ordinances, rules, regulations, statutes, bylaws, court decisions and orders and requirements of all public authorities and exercising any right reserved to the Town by this Lease. The Town shall use commercially reasonable efforts to minimize interference with or disruption of Tenant, Tenant's business, its occupants and its operators.

ARTICLE 2 - Quiet Enjoyment

Provided Tenant is not in Default, Tenant shall have peaceable and quiet enjoyment and possession of the Premises herein demised during the term hereof subject to the terms and conditions of this Lease and the aforementioned Request for Proposals and Tenant's Proposal as defined in Article 14.

ARTICLE 3 - Commencement of Term

The Lease term shall commence on January 6, 2025 (which date is hereinafter referred to as the "Commencement Date"), and continue for a period of twenty-five (25) years thereafter.

ARTICLE 4 - Lease Term

The Tenant and Landlord may renew this Lease for an additional five (5) year term by mutual agreement upon the same terms and conditions, except for the rent as set forth in Article 18 may be renegotiated based upon economic factors and conditions as set forth in Article 9 and may be revised to reflect the current economic conditions. In the event the Tenant intends to renew this Lease the Tenant shall give written notice to the Landlord no later than March 31, 2050.

ARTICLE 5 - Condition of the Premises

A. Landlord shall deliver to Tenant the Premises in as is condition. Tenant acknowledges that Landlord has made no representations as to the condition of the Premises and that the Tenant has inspected the premises and is familiar with the same.

B. The Tenant shall commit no waste and shall take good care of the Premise during the term of this Lease. Tenant shall make all repairs occasioned by the misuse of the Premise. The Tenant shall also be responsible for all maintenance and repairs occasioned by the ordinary and customary use of the Premise as a municipal golf course and its related infrastructure and facilities. Further the Landlord and tenant agree and understand that the Landlord is a municipality and does not have the budgetary flexibility for the ordinary care, repairs and maintenance of the Premise, therefore, it shall be the responsibility of the Tenant to provide for the care, repair and maintenance of the Premise to operate the Premise as a golf course to meet the Landlord's objectives as set forth in Article 7. All repairs shall comply with all applicable building codes and other legal requirements. The Tenant shall keep the Landlord informed of all repairs made other than those performed in the ordinary course of business.

ARTICLE 6 - Use of Premises

The Premises are a twenty seven (27) hole municipally-owned golf course known as the Falmouth Country Club. The Tenant shall operate and maintain the Premises as a public access golf course to provide accessible recreational amenities to citizens and visitors, maintain and improve the Premises as a long term physical asset of the Town of Falmouth and maintain and improve the financial viability of the Premises. The Tenant shall provide for all contingencies, including all labor and materials necessary to operate and maintain the Premises. The Tenant shall be an independent contractor and The Tenant's employees shall not be employees of the Town of Falmouth. The Tenant may not rent the apartment on the second floor of the clubhouse for residential purposes without prior approval of the Landlord, which consent shall not be unreasonably withheld. In the event that Tenant rents the second-floor apartment for residential purposes, Tenant shall be solely responsible for all maintenance necessary to keep said apartment in habitable condition. Tenant acknowledges that Landlord shall have no contractual relationship with Tenant's residential sublessee and Tenant shall defend, indemnify and save Landlord against and from any and all claims which may be asserted against Landlord by reason of Tenant's residential sublease.

ARTICLE 7 - SPECIFICATION for GOLF COURSE OPERATION

The Landlord, acting by and through its Town Manager and Golf Advisory Committee, desires that the Premises be operated and maintained consistent with the following goals and principles:

The goal of these specifications is to obtain the highest quality services for Falmouth Country Club, to return optimum funds to the Landlord, and to allow the Tenant to make sufficient profit to provide incentive for a continuing relationship, while maintaining and improving the quality of the Premises.

Consistent with this goal and with the terms hereof, the Tenant shall:

- A. Provide an accessible recreational amenity to citizens and visitors.
- B. Maintain and improve the Premises as a long-term physical asset for the Town of Falmouth; and
- C. Maintain and improve the financial viability of the Premises.

It is the intention of the Landlord:

- D. Falmouth Country Club will be an open and friendly facility for all age and skill levels, which may be at the expense of providing a destination-quality or professional- skill, tournament- quality golf facility.
- E. The operator may serve functions at the facility, but these may be limited, at the discretion of Tenant, by the design and layout of the existing clubhouse.

Specifications:

A. The Tenant shall perform such duties as are minimally performed by a golf facility operations company. These duties shall include management and operation of the golf operation, food service operation, golf course and grounds maintenance, facility staffing, marketing, accounting and financial reporting, and periodic communication with Landlord consistent with quality public-access golf clubs.

B. The Tenant shall inventory available furnishings, fixtures and equipment (FF&E) at the Premises and provide additional FF&E as Tenant deems necessary for appropriate operations, facility maintenance, and long-term operational viability. All golf course maintenance equipment, other equipment, fixtures, and course supplies that are located on or within the Premises at the Commencement Date shall be available for Tenant's use at no expense to Tenant during the Lease Term. Provided, however, no golf carts will be provided by the Landlord as part of this lease.

C. The Town has an inventory of maintenance equipment which shall be made available to Tenant for its exclusive use during the term of the Lease Agreement. The Tenant shall be solely responsible for maintenance and repair of said equipment during the term of the Lease Agreement. See Exhibit __

D. For the first 20 years of the Lease, Tenant shall be solely responsible for purchase and maintenance of any new maintenance equipment required to maintain the golf course in compliance

with this RFP and Lease Agreement.

E. The Town shall purchase all turf maintenance equipment for the final 5 years of the lease term. The Town will spend up to \$100,000 per year beginning November 2044 and ending November 2049, subject to Town Meeting appropriation. The Tenant shall submit proposed purchases to the Town in July of each year starting in 2044. All equipment purchased by the Town shall remain property of the Town.

F. The current environmentally-conscious practices at the Premises are very important to the Landlord. The Tenant shall continue or exceed the current environmentally-conscious practices at the Premises.

G. The Tenant shall pay for and oversee capital improvements it deems necessary or advantageous to the operation. Tenant shall meet minimum spending requirements consistent with its non-price proposal submission. Tenant shall provide receipts to document the value of capital improvements completed to verify minimum spending requirements are met. Tenant shall also oversee capital projects as set forth in Article 23. An independent third party evaluation of needed capital improvements has been completed by Verdant Innovative Solutions, LLC and is attached to this Lease as **Exhibit ___**. During capital improvement construction, all Rent shall continue.

H. The Tenant is solely responsible for its own security and storage of items in the pro shop and at the Premises. The Landlord shall be held harmless from any and all claims relative to all personal property in the golf pro shop and elsewhere on the Premises.

I. The Tenant shall maintain its own bookkeeping system and departmental tracking (i.e. starts/rounds/cart usage; food and beverage covers tracking) relative to operations of the Premises for all revenue sources defined as Golf Revenue herein. Landlord shall have right to inspect such books, at reasonable times and frequency with prior notice to Tenant. Landlord shall have the right to require reasonable changes to Tenant's departmental tracking for the convenience of the Town in verifying Golf Revenue to determine Revenue Share owed under the provisions of this Lease.

J. A representative of the Tenant shall attend the Golf Advisory Committee meetings.

K. The Tenant shall promote junior golf programs.

L. The Landlord reserves the right to terminate this Lease forthwith at any time in the event of Tenant's continuing and uncured Default or violation, as further described in Article 14, by the Tenant of any of the provisions of this Lease or as otherwise provided herein.

M. Tenant covenants and agrees to continuously and uninterruptedly use the Premises as set forth in these Specifications. If at any time the Premises shall be abandoned, deserted, or vacated by the Tenant (such decision to abandon, desert, vacate or discontinue construction or operation, the facilities located on the Premises shall be referred to as a decision to "**Discontinue Operations**." The Town shall have the right to terminate the Lease by written notice to Tenant, and recover exclusive possession of the Premises. In the event the Town exercises its right to terminate the Lease under this Section, the Lease shall terminate sixty (60) days after the date of the Town's

notice to Tenant thereof, unless within such sixty (60) day period, the Premises are occupied in accordance with the terms and conditions of this Lease.

N. Legal Requirements. Throughout the Term of this Lease, Tenant, at its sole expense, shall promptly comply with and shall cause all Tenant Parties to promptly comply with, all present and future laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments, departments, boards and officers, foreseen or unforeseen, ordinary as well as extraordinary, which may be applicable to the Premises, improvements thereon, and the roadway, sidewalk or curb, parking areas, loading areas, drainage facilities, adjoining the same, the water, septic or sewer lines, equipment and facilities servicing the Premises, or to the use or manner of use of the same by any Tenant Party, whether or not such law, ordinance, rule, regulation or requirement is specifically applicable or related to the conduct of the Specifications herein. Tenant shall, in the event of any violation or any attempted violation of this Section by any Tenant Party, take steps, immediately upon knowledge of such violation, as Tenant determines to be reasonably necessary to remedy or prevent the same as the case may be.

O. Compliance with insurance requirements. Throughout the Term of this Lease, Tenant, at its expense, shall observe and comply with the requirements of all policies of public liability, casualty and all other policies of insurance required to be supplied by Tenant at any time in force with respect to the Premises, and Tenant shall, without limiting any other requirements of this Lease, in the event of any violation or any attempted violation of the provisions of this Section by any Tenant Party, take all reasonable steps, immediately upon knowledge of such violation or attempted violation, to remedy or prevent the same as the case may be.

ARTICLE 8 - Signs

Lessee shall have the right to erect signs and flags relating to the operation of the Falmouth Country Club on any portion of the Premises but all signs visible from a public way are subject to the approval of the Building Commissioner.

ARTICLE 9 - INDEMNIFICATION

A. Tenant shall defend (with counsel reasonably acceptable to the indemnified party); indemnify and save the Town, and all board members, commissioners, employees, agents, servants, and licensees of the Town (collectively the "Town Parties") harmless against and from any and all Claims which may be imposed upon or incurred by or asserted against the Town Parties by reason of any of the following occurrences:

1. Any work or thing done by Tenant or at Tenant's request or direction during the Term of this Lease in, on, or about the Property or any part thereof, including during construction of Capital Improvements and any other work performed pursuant to the operation of the golf course;
2. Any use, non-use, possession, occupation, condition, operation, maintenance or management of the Premises or any part thereof, including any roadway, sidewalk or curb, parking areas, loading areas, drainage or water, septic or sewer line, or equipment, appurtenant to or serving the Premises, during the Term of this Lease by Tenant or any other party other than the Town Parties;
3. Any negligence or willful misconduct on the part of any Tenant Party.
4. Any accident, injury or damage to any person or property occurring in, on or about the

Premises or any Improvement or any part thereof, including any roadway, sidewalk or curb, parking areas, loading areas, drainage, or water, septic or sewer line, or equipment appurtenant to the Premises, unless the same occurs solely as a result of the gross negligence or wrongful act of any of the Town Parties; and

5. Any failure on the part of Tenant to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Lease on its part to be performed or complied with.

- B. If the Town obtains separate counsel due to reasonable concerns that its interests and that of Tenant may be adverse or that counsel provided by Tenant may have a conflict in interest or is not providing effective representation of the Town, then the reasonable expenses of such separate counsel shall be at Tenant's expense.

- C. The foregoing express obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to the Town which would exist at common law or under any other provision of this Lease, and the extent of the obligation of indemnification shall not be limited by any provision of insurance undertaken in accordance with this Article 9. Lease is made on the express condition that the Town shall not be liable for, or suffer loss by reason of, any damage or injury to any property, fixtures, buildings or other improvements, or to any person or persons, at any time on the Premises, specifically including any damage or injury to the person or property of Tenant or Tenant Parties from whatever cause, in any way connected with the condition, use, occupational safety or occupancy of the Premises, the or the Improvements, unless caused by the gross negligence or willful misconduct of the Town Parties.

- D. The provisions of this Article 9 shall survive the termination or expiration of this Lease.

ARTICLE 10 – TAKING

- A. In the event that the Premises, improvements thereon, or any part thereof, shall be taken in condemnation proceedings or by exercise of any right of eminent domain (any such matters being herein referred as a "Taking"), the Town and Tenant shall have the right to participate in any Taking proceedings or agreement for the purpose of protecting their interests hereunder. Each party so participating shall pay its own expenses therein.

- B. If at any time during the Term of this Lease there shall be a Taking of the whole or substantially all of the Premises or improvements thereon, this Lease shall terminate and expire on the earlier of (i) the date upon which the condemning authority takes possession of the real estate subject to the Taking; or (ii) the date title to the real estate is vested in the condemning authority. For the purpose of this Article, "substantially all of the Premises or improvements thereon" shall be deemed to have been taken if the untaken part of the Premises shall be insufficient for the restoration of the golf course and improvements thereon such as to allow the economic and feasible operation thereof by the Tenant. Tenant's interest in any Taking award will equal the value to Tenant of the remaining Term of this Lease, the value to Tenant of the use and enjoyment of the Premises and improvements thereon, and Tenant's relocation expenses insofar as relocation expenses are paid by the Taking authority (collectively, the "Tenant's Share"). The Town's interest in any taking by Condemnation will equal the value of its fee interest plus its remainder interest in the Premises and improvements thereon, if any (the "Town's Share"). All awards from the Taking will be divided between Tenant and the Town in the proportion that the Tenant's Share bears to the Town's Share.

- C. Insubstantial Taking. If a portion of the Premises or improvements thereon is taken and Section B does not apply, then this Lease will automatically terminate on the date of the Taking only as to the portion of the Premises or improvements taken and this Lease will continue in full force and effect. In such event, any partial Taking award shall be paid first to the Tenant in an amount equal to the unamortized cost of any improvements constructed by Tenant on the portion of the Premises subject to the Taking. The balance, if any, of the Taking award shall be paid to the Town.
- D. Temporary Taking. If the whole or any part of the Premises or improvements thereon shall be the subject of a temporary Taking of one hundred twenty (120) days or less, this Lease shall remain in full force, and the Tenant shall be entitled to receive the entirety of any award so made for the period of the temporary Taking that is within the Term.

ARTICLE 11 – ENVIRONMENTAL

- A. Environmental Laws Defined. “Environmental Laws” means, collectively, any federal, state, or local law, rule or regulation (whether now existing or hereafter enacted or promulgated, as they may be amended from time to time) pertaining to environmental regulations, contamination, clean-up or disclosures, and any judicial or administrative interpretation thereof, including any judicial or administrative orders or judgments, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq. (“CERCLA”); the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq. (“RCRA”); the Clean Water Act, 33 U.S.C. §§ 1251 et seq.; the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Appx. §§ 1801 et seq.; the Massachusetts Hazardous Waste Management Act, M.G.L. c. 21C §§ 1 et seq.; the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, M.G.L. c. 21E §§ 1 et seq.; the Massachusetts Toxic Use Reduction Act, M.G.L. c. 21I §§ 1 et seq.; the Underground Storage Tank Petroleum Product Cleanup Fund, M.G.L. c. 21J §§ 1 et seq.; or any other applicable federal or state statute or city or county ordinance regulating the generation, storage, containment or disposal of any Hazardous Material or providing for the protection, preservation or enhancement of the natural environment, any rules or regulations promulgated pursuant to any of the foregoing statutes or ordinances, including but not limited to laws relating to groundwater and surface water pollution, air pollution, transportation, storage and disposal of oil and hazardous wastes, substances and materials, stormwater drainage, and underground and above ground storage tanks; and any amendments, modifications or supplements of any such statutes, ordinances, rules and regulations.
- B. Tenant’s Environmental Representations, Warranties and Covenants. Tenant hereby represents, warrants and covenants as follows:
1. Except as may be permitted by and only in accordance with Environmental Laws, Tenant shall not allow any Hazardous Materials to exist or be stored, located, discharged, possessed, managed, processed, or otherwise used or handled on the Premises, and shall strictly comply with all Environmental Laws affecting the Premises. Without limiting the generality of the foregoing, Tenant is not, and will not become, involved in operations at the Premises involving Hazardous Materials, except as expressly permitted by Legal Requirements.
 2. No activity shall be undertaken on the Premises by Tenant which would cause (i) the

Premises to be considered a hazardous waste treatment, storage or disposal site as defined under any Environmental Laws; (ii) a release or threatened release of Hazardous Materials into any watercourse, surface or subsurface water or wetlands, or the discharge into the atmosphere of any Hazardous Materials in each case requiring a permit under any Environmental Laws and for which no such permit has been issued.

3. Tenant shall, with all due diligence, at its own cost and expense and in accordance with Environmental Laws (and in all events in a manner reasonably satisfactory to the Town), take all actions (to the extent and at the time or from time to time) as shall be necessary or appropriate for the remediation of all releases of Hazardous Materials at or from the Premises including all removal, containment and remedial actions. Tenant shall pay or cause to be paid at no expense to the Town all clean-up, administrative, and enforcement costs of applicable government agencies or the parties protected by such Environmental Laws which may be asserted against the Premises.
 4. Tenant, upon execution of this Lease, shall furnish the Town with a copy of any Material Safety Data Sheets and any updates thereto or any list of substances listed on the so-called Massachusetts Substance List, established pursuant to M.G.L. c. 111F which Tenant is required to prepare, file or maintain pursuant to said chapter for any substances used or stored on the Premises. If said Material Safety Data Sheets or lists should be changed or updated during the Term of this Lease, Tenant shall promptly furnish a copy of such updated or changed Material Safety Data Sheets or list to the Town.
- C. Hazardous Materials Defined. For purposes of this Lease, "Hazardous Materials" shall mean, but shall not be limited to, any oil, petroleum product and any hazardous or toxic waste or substance, any substance which because of its quantitative concentration, chemical, radioactive, flammable, explosive, infectious or other characteristics, constitutes or may reasonably be expected to constitute or contribute to a danger or hazard to public health, safety or welfare or to the environment, including without limitation any asbestos (whether or not friable) and any asbestos-containing materials, lead paint, waste oils, solvents and chlorinated oils, polychlorinated biphenyls (PCBs), toxic metals, explosives, reactive metals and compounds, pesticides, herbicides, radon gas, urea formaldehyde foam insulation and chemical, biological and radioactive wastes, or any other similar materials which are included under or regulated by any Environmental Law.

D. Notices.

1. Tenant shall provide the Town with copies of any notices of releases of Hazardous Materials which are given by or on behalf of Tenant to any federal, state or local agencies or authorities with respect to the Premises. Such copies shall be sent to the Town concurrently with mailing or delivery to the governmental agencies or authorities. Tenant also shall provide the Town with copies of any notices of responsibility or any other notices received by or on behalf of Tenant from any such agencies or authorities concerning any non-compliance with Environmental Laws on or about the Premises, including but not limited to notices regarding Hazardous Materials or substances located on or about the Premises. In addition, in connection with any litigation or threat of litigation affecting the Premises, Tenant shall deliver to the Town any documentation or records as the Town may reasonably request and which are in Tenant's possession and may be lawfully delivered to the Town, and the Town shall deliver to Tenant any documentation or records as Tenant may reasonably request and which are in the Town's possession and may be lawfully delivered to Tenant.

2. Tenant or the Town shall immediately notify the other party in writing should Tenant or the Town become aware of (i) any release or threatened release of Hazardous Materials or the occurrence of any other environmental problem or liability with respect to the Premises or any real property adjoining or in the vicinity of the Premises or such other property which could subject the Town, Tenant or the Premises to a claim under any Environmental Laws or to any restriction in ownership, occupancy, transferability or use of the Premises under any Environmental Laws; (ii) any lien filed, action taken or notice given of the nature described in Sections B(2) and (3) above; (iii) any notice given to Tenant from any occupant of the Premises or any notice from any governmental authority with respect to any release or threatened release of Hazardous Materials; or (iv) the commencement of any litigation or any information relating to any threat of litigation relating to any alleged unauthorized release of any Hazardous Materials or other environmental contamination, liability or problem with respect to or arising out of or in connection with the Premises.
- E. Tenant hereby presently, unconditionally, irrevocably and absolutely agrees to pay, indemnify, defend with counsel acceptable to the Town and save harmless the Town Parties for, from and against any and all claims (including, without limitation attorneys' and experts' fees and expenses, clean-up costs, waste disposal costs and those costs, expenses, penalties and fines within the meaning of CERCLA), of any kind or nature whatsoever which may at any time be imposed upon, incurred by or asserted or awarded against any of the Town Parties and arising from any violation or alleged violation of Environmental Laws, environmental problem or other environmental matter described herein, relating to the Premises, or as a consequence of the Tenant's interest in or operation of the Premises, including, without limitation, matters arising out of any breach of Tenant's covenants, representations and warranties. Tenant does further agree and covenant that except as otherwise set forth in this Lease, none of the Town Parties shall assume any liability or obligation for loss, damage, fines, penalties, claims or duty to clean up or dispose of Hazardous Materials, or other wastes or materials on or relating to the Premises regardless of any inspections or other actions made or taken by the Town on such property or as a result of any re-entry by the Town onto the Premises or otherwise. All warranties, representations and obligations set forth herein shall be deemed to be continuing and shall survive termination of this Lease. In addition, the covenants and indemnities of Tenant contained herein shall survive any exercise of any remedy by the Town or Town Parties under the Lease. Tenant agrees that the indemnification granted herein may be enforced by any of the Town Parties; provided, however, that nothing contained herein shall prevent the Town from exercising any other rights under the Lease.
- F. Landlord represents to Tenant that, to the best of its knowledge based on diligence it has performed and representations or warranties made by prior owner(s) of the Premises, no hazardous materials have been released into the environment, or have been deposited, spilled, discharged, placed or disposed of at or within the Premises in violation of any Environmental Law (as defined below), nor except as expressly disclosed and described by Landlord to Tenant has the Premises been used at any time by any person as a landfill or a disposal site for hazardous materials or for garbage, waste or refuse of any kind. Landlord also represents that there are no underground storage tanks of any nature on the Premises (fuel, propane, gas etc.). Landlord does not have any knowledge of asbestos-containing products within the Premises

ARTICLE 12 - TENANT'S INSURANCE

Tenant agrees to maintain during the term hereof and until all of Tenant's responsibilities have been satisfied hereunder a policy of commercial general liability insurance on

an occurrence basis under which the Landlord is named as an additional insured. Such policy shall not be cancelled, non-renewed or modified without at least thirty (30) days prior written notice to Landlord. The minimum limits of liability of such insurance shall be:

1. General Liability of at least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a \$3,000,000 Annual Aggregate Limit. Coverage shall include all aspects of operation including food and beverage service. The Town should be named as an "Additional Insured". Products and Completed Operations should be maintained for up to 3 years after the completion of the project.
2. Automobile Liability (applicable for any contractor who has an automobile operating exposure) of at least \$1,000,000 Bodily Injury and Property Damage per accident. The Town shall be named as an "Additional Insured".
3. Workers' Compensation Insurance of at least \$1,000,000.
4. Property insurance coverage for all buildings and contents and appurtenant structures on the leased premises. The Town shall be named as Additional Insured.
5. Builders' Risk Property Coverage for the full insurable value (completed value) including existing structure of the building under construction. It shall include "All Risk" insurance for physical loss or damage including theft.
6. Architects and Engineers Professional Liability (applicable for any architects or engineers involved in the project) of at least \$1,000,000/occurrence, \$3,000,000 aggregate. The Town shall be named as an Additional Insured.
7. Property Coverage for materials and supplies being transported by the contractor, as the Town's Property Contract provides coverage for personal property within 1000 feet of the premises.
8. Pesticide Liability of at least \$1,000,000. The Town shall be named as an Additional Insured.
9. Liquor liability of at least \$1,000,000. The Town shall be named as Additional Insured.
10. Umbrella Liability of at least \$2,000,000/ occurrence, \$3,000,000/aggregate. The Town shall be named as an Additional Insured.
11. Waiver of Subrogation: Delete Waiver of Subrogation Language in its entirety from any contract the Municipality enters into.

Upon the execution of this Lease, a binder of such insurance or, upon written request of Landlord, a duplicate original of the policy, shall be delivered by Tenant to Landlord. In addition, evidence of the payment of all premiums of such policies will be delivered to Landlord. All commercial general liability, property damage liability, and casualty policies maintained by Tenant will be written as primary policies, not contributing with and not in excess of coverage that Landlord may carry. If Tenant fails to maintain such insurance, which failure continues for ten (10) days after Landlord gives notice to Tenant of such failure, then Landlord, at its election, may procure such insurance as may be necessary to comply with the above requirements (but shall not be obligated to procure same), and Tenant shall repay to Landlord as Additional Rent the cost of such insurance plus an insurance failure fee of twenty-five percent (25%) of any such cost.

The Tenant shall provide the Landlord and said Landlord's designees with a new Certificate of Insurance, showing the Landlord as additional insured, 30 days prior to the expiration of the then current insurance policy or policies in force. The Tenant shall obtain and maintain during the Lease Term, at its cost and expense, the following minimum insurance coverage to cover any claims made from injuries, damage or theft:

ARTICLE 13 - Fire and Casualty

In case during the term hereof the Demised Premises or any facility thereon shall be partially or substantially damaged by fire or other casualty, neither Tenant nor Landlord shall have the obligation to restore the damaged facilities. If, however, Tenant elects not to restore, it shall so notify Landlord in writing within one hundred eighty days (180) of the damage, and raze the damaged improvements and remove all debris at its expense within ninety (90) days of giving notice not to restore.

ARTICLE 14 - Mutual Waiver of Subrogation

Each policy of fire insurance with extended coverage and liability insurance carried by Landlord and Tenant shall provide that the insurer waives any right of subrogation against the other in connection with or arising out of any damage to such property contained in the Premises caused by fire or other risks or casualty covered by such insurance unless caused by the subrogated party's willful or negligent act.

In the event that waiver of subrogation endorsement is obtainable only at an additional expense, then the party so requiring such waiver of subrogation endorsement shall either pay the cost of the additional premium for such provisions, or the other party shall be relieved of its obligation to obtain such endorsement.

Neither party, nor its agents, employees or guests, shall be liable to the other for loss or damage caused by any risk covered by such insurance, provided such policies shall be obtainable unless caused by the subrogated party's willful or negligent act. This release shall extend to the benefit of any subtenant and the agents, employees, and guests of any such subtenant.

ARTICLE 15 - Utility Charges

- A. Tenant shall be solely responsible for and promptly pay all charges for heat, water, gas, electricity, or any other utility used or consumed in the Premises. Tenant shall have maintenance responsibility for the heating, ventilation and air conditioning systems if any serving the Premises.
- B. The Town agrees to provide reasonable access rights and/or easements over the Premises to utility companies for the purposes of bringing and connecting utility service to the Premises.
- C. The Town shall not be required to furnish to Tenant any facilities or services of any kind whatsoever during the Term, such as, but not limited to, water, steam, heat, gas, hot water, electricity, light and power. The Town makes no representation or warranty that existing sources of supply, distribution points or utilities are adequate or sufficient to supply the Premises.

ARTICLE 16 - Assignment and Subletting

The Tenant rights and obligations under this Lease may be assigned to a wholly owned subsidiary corporation of the Tenant, which subsidiary corporation shall be qualified to do business in the Commonwealth of Massachusetts, and the assignment shall not relieve the Tenant of any obligations under this Lease to the Landlord or otherwise.

Subletting is not permitted without the express written approval of the Landlord.

ARTICLE 17 - Governmental Regulations

Tenant shall, at Tenant's sole cost and expense, comply with all of the requirements of all

county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to its use of said Premises, including all requirements of a on the property and a Cape Cod Commission DRI permit for the nine (9) holes added to the original 18-hole course.

ARTICLE 18 -Default of Tenant

A. Events of Default. Each of the following events shall be deemed an "Event of Default" hereunder:

1. if Tenant shall fail to pay, as and when due, any payment of Rent or other sums payable under this Lease, and such failure shall continue for a period of sixty (60) days after notice from the Town to Tenant;
2. If Tenant shall fail to maintain any insurance required to be maintained by Tenant hereunder;
3. if Tenant shall fail to perform or comply with any other of the agreements, terms, covenants or conditions in this Lease, including without limitation the provisions of Articles 5-7, for a period of thirty (30) days after notice from the Town to Tenant specifying the items in default, or in the case of a default or a contingency which cannot with due diligence be cured within such thirty (30) day period, within such additional time reasonably necessary provided Tenant commences to cure the same within such 30-day period and thereafter prosecutes the curing of such default with diligence; and
4. if Tenant shall initiate the appointment of a receiver to take possession of all or any portion of the Premises or Tenant's leasehold estate for whatever reason, or Tenant shall make an assignment for the benefit of creditors, or Tenant shall initiate voluntary proceedings under any bankruptcy or insolvency law or law for the relief of debtors; or if there shall be initiated against Tenant any such proceedings which are not dismissed or stayed on appeal or otherwise within sixty (60) days, or if, within sixty (60) days after the expiration of any such stay, such appointment shall not be vacated or stayed on appeal.

B. Remedies. Upon an Event of Default, the Landlord at any time thereafter may give written notice to Tenant specifying such Event or Events of Default and stating that this Lease and the Term hereby demised shall expire and terminate on the date specified in such notice, which shall be at least thirty (30) days after the giving of such notice. Upon the date specified in such notice, this Lease and the Term hereby demised and all rights of Tenant under this Lease shall expire and terminate (unless prior to the date specified for termination the Event or Events of Default shall have been cured, in which case this Lease shall remain in full force and effect), and Tenant shall remain liable as hereinafter provided and the Premises and all improvements thereon as provided in Article 28 shall become the property of the Town without the necessity of any deed or conveyance from Tenant to the Town. Tenant agrees upon request of the Town to immediately execute and deliver to the Town any deeds, releases or other documents deemed necessary by the Town to evidence the vesting in the Town of the ownership of the Premises and all improvements thereon. Upon such termination, the Town may re-enter the Premises and dispossess Tenant and anyone claiming by, through or under Tenant by summary proceedings or other lawful process.

C. Town's Right To Perform Tenant's Covenants

1. Upon an Event of Default, the Town may, but shall be under no obligation to, cure

such default which cure shall be at Tenant's sole cost and expense. The Town may enter upon the Premises (after five (5) days' written notice to Tenant except in the event of emergency) for any such purpose, and take all such action thereon, as may be necessary.

2. The Town shall not be liable for inconvenience, annoyance, disturbance or other damage to Tenant or any operator or occupant thereof by reason of making such repairs or the performance of any such work, or on account of bringing materials, tools, supplies and equipment onto the Premises during the course thereof, and the obligations of Tenant under this Lease shall not be affected thereby. The Town shall use commercially reasonable efforts to minimize interference with or disruption of Tenant or Tenant's business, occupants, operators and or lessees.
 3. All reasonable sums so paid by the Town and all reasonable costs and expenses incurred by the Town, including reasonable attorneys' fees and expenses, in connection with the performance of any such act, together with interest at the rate of 2% from the date of such payment or incurrence by the Town of such cost and expense until the date paid in full, shall be paid by Tenant to the Town, as Additional Rent, on demand. If the Town shall exercise its rights under Section C(1) to cure a default of Tenant, Tenant shall not be relieved from the obligation to make such payment or perform such act in the future, and the Town shall be entitled to exercise any remedy contained in this Lease if Tenant shall fail to pay such obligation to the Town upon demand. All costs incurred by the Town hereunder shall be presumed to be reasonable in the absence of a showing of bad faith, clear error, or fraud.
- D. No Waiver. No failure by either the Town or Tenant to insist upon the strict performance of any agreement, term, covenant or condition hereof or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent during the continuance of any such breach, shall constitute a waiver of any such breach or of such agreement, term, covenant or condition. No agreement, term, covenant or condition hereof to be performed or complied with by either the Town or Tenant, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by the other party. No waiver by the Town or Tenant of any breach shall affect or alter this Lease, but each and every agreement, term, covenant and condition hereof shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.
- E. Injunctive Relief. In the event of any breach or threatened breach by Tenant of any of the agreements, terms, covenants or conditions contained in this Lease, the Town shall be entitled to enjoin such breach or threatened breach and shall have the right to invoke any right and remedy allowed at law or in equity or by statute or otherwise as though re-entry, summary proceedings, and other remedies were not provided for in this Lease.
- F. Remedies Cumulative. Each right and remedy provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by the Town or Tenant of any one or more of the rights or remedies provided for in this Lease or now or hereafter
- G. existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the party in question of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

ARTICLE 18 - Destruction of Premises

In the event of damages to the Premises, rent and all occupancy charges shall not abate wholly or proportionately, as the case may be, unless the damages render impossible the operation of the Premises as a golf course in which case, the Landlord and Tenant may negotiate an appropriate abatement related to the Tenant's demonstrated losses. The Landlord agrees to promptly proceed to repair or rebuild the buildings and restore the Premises to its prior condition, provided, however, that the Landlord shall not be required to expend an amount of money in excess of insurance proceeds received without an appropriation from its governing body.

ARTICLE 19 - Access to Landlord

Landlord or Landlord's agent shall have the right to enter the Premises at reasonable times to examine same, and to make at Landlord's expense, such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable, provided such entry or repairs shall not unreasonably interfere with Tenant's occupancy of or business in the Premises.

ARTICLE 20 - Force Majeure

If either party shall be delayed or hindered in or prevented from the performance of any act required hereunder, including delivery of Tenant's Premises by Landlord as required in Article 3 hereof, by reason of strikes, lockouts, labor trouble, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of like nature not the fault of the party delayed, then performance of such act shall be excluded for the period of the delay and the period of the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Article shall operate to excuse the Tenant from the payment of rent, or additional rent or any other payments required by the terms of this Lease for the actual period of delay.

ARTICLE 21 - Rent and Payment

Tenant shall pay rent comprised of Base Rent and a Revenue Share.

- A. Base Rent: Tenant shall pay to Landlord Base Rent of \$500,000 for calendar year 2025. The Base Rent shall be increased by 2% per year provided actual Falmouth Country Club Annual Gross Revenue (defined as including green fees, golf cart fees, driving range fees, equipment/locker rental fees, golf handicap fees and food and beverage concession) increased by at least 2% for the prior year as compared to the year before. In the event Annual Gross Revenue does not increase by 2% for a given year, the Base Rent shall remain the same as the prior year.
- B. Base Rent shall be paid as five equal disbursements (total Base Rent divided by 5) no later than the following dates:
 - June 15
 - July 15
 - August 15
 - September 15

- October 15

C. Revenue Share: Tenant shall pay to Landlord no later than March 1 of each year beginning in 2026 a percentage of revenue as established in the Tenant's Price Proposal of Percent (%) of Annual Gross Revenue for the prior calendar year where Annual Gross Revenue is defined as revenue collected from customers of the Falmouth Country Club for green fees, golf cart fees, driving range fees, equipment/locker rental fees, golf handicap fees and food and beverage concession receipts over and above \$1,420,000 (the "Annual Threshold Amount") year.

ARTICLE 22 – SURRENDER; HOLD-OVER

- A. Tenant shall on the last day of the Term, or upon any earlier termination of this Lease, quit and peacefully surrender and deliver up the Premises to the possession and use of the Town without delay and in good order, condition and repair (excepting only reasonable wear and tear and damage from a Taking or from a fire or other casualty after the last repair, replacement, restoration or renewal required to be made by Tenant, all as provided under this Lease). The Premises shall be surrendered free and clear of all liens and encumbrances other than those existing at the commencement of the Term, those permitted under this Lease or created or suffered by the Town and shall be surrendered without any payment by the Town. Upon or at any time after the expiration or earlier termination of this Lease, the Town shall have, hold and enjoy the Premises and the right to receive all income from the same.
- B. Tenant shall remove from the Premises all personal property within thirty (30) days after the termination of this Lease and shall repair at Tenant's sole cost any damage to the Premises caused by such removal, unless the Town permits such property to remain.
- C. Holdover. If Tenant or any party claiming by, through or under Tenant, retains possession of the Premises or any part thereof after the expiration or earlier termination of this Lease, then the Town may, at its option, serve written notice upon Tenant that such holding over constitutes (i) an Event of Default under the Lease, or (ii) a month-to-month tenancy, upon the terms and conditions set forth in this Lease, or (iii) the creation of a tenancy-at-sufferance, in any case upon the terms and conditions set forth in this Lease. Tenant shall also pay to the Town all damages sustained by the Town resulting from retention of possession by Tenant. Town shall have the right to impose as Additional Rent, rent at the then current market rate for projects similar to the Project. The provisions of this Section shall not constitute a waiver by the Town of any right of re-entry as set forth in this Lease; nor shall receipt of any Rent or any other act in apparent affirmance of the tenancy operate as a waiver of the Town's right to terminate this Lease for a breach of any of the terms, covenants, or obligations herein on Tenant's part to be performed.

ARTICLE 23- Planning, Oversight, and Funding of Capital Improvements

A. Subject to Town Meeting approval, the Town will make available to Tenant a total of \$210,000 to purchase and install a replacement of the above ground gas tank and to purchase and install a pesticide storage container. Tenant shall purchase and install said items no later than December 31, 2025 subject to Town Meeting approval of funds in November of 2024.

B. The Tenant shall be responsible for oversight of all capital improvements funded by Tenant and shall be responsible for procurement and compliance with all applicable laws and regulations, including without limitation, MGL C. 30b and MGL C. 149, and for obtaining all federal, state, or local permits and/or licenses necessary to construct the capital improvements on the Premises.

C. Landlord may elect to perform, contract, and oversee any Capital project exceeding a cost of \$250,000. Tenant shall allow Landlord and Landlord's contractor(s) access to the Premises as necessary for the purpose of completing Capital Improvements.

ARTICLE 24 - Notices

All notices required to be sent under the provisions of this Lease to Landlord and Tenant by one another shall be in writing and sent by U.S. mail, certified, return receipt requested, to the addresses set forth on the first page of this Lease.

ARTICLE 25 - Emergency

Landlord may, if an emergency shall exist, perform any obligation of Tenant hereunder for the account of Tenant after first notifying the Tenant of the same by telephone or facsimile of such emergency. In such event, Landlord shall request Tenant to reimburse Landlord for any expenditure made by Landlord. If Tenant fails to reimburse Landlord within thirty (30) days after Landlord's request therefore, Landlord may treat such failure to reimburse as a failure to pay Rent hereunder.

ARTICLE 26 - Successors and Assigns

This Lease shall be binding upon and shall inure into the benefit of the parties hereto and their respective legal representatives, heirs, successors and assigns.

ARTICLE 27 - Taxes

The Tenant shall be responsible for payment of real estate and personal property taxes pursuant to M.G.L. c. 59. The taxes owed for the first year of this Lease shall be prorated for the fiscal year that begins July 1, 2024 and ends June 30, 2025.

ARTICLE 28 - Tenant Cancellation

In the event that the Tenant shall cancel this Lease for any reason permitted hereunder, then the Landlord shall retain all Rents paid by the Tenant up to the time of the notice of cancellation. The Landlord shall be under no obligation to refund any portion of any Rent payment received by the Landlord prior to notice of the cancellation. All fixed equipment that is permanently and structurally attached to the Premises by the Tenant shall be the property of the Landlord. All equipment that can be removed without damage or partial destruction to the adjacent area within or upon the Premises shall remain the property of Tenant and shall be removed by Tenant within thirty (30) days of cancellation.

ARTICLE 29 - Discrimination

It is understood and agreed that it shall be a material breach of any contract resulting from this bid for the Tenant to engage in any practice which shall violate any provision of Massachusetts General Laws, Ch. 151B, relative to discrimination in hiring, discharge, compensation, or terms, conditions or privileges of employment because of race, color, religious creed, national origin, sex, handicap, age or ancestry. The Tenant agrees to comply with all applicable Federal and state statutes, rules and regulations prohibiting discrimination in employment including: Title VII of the Civil Rights Acts of 1964; the Age Discrimination in Employment Act of 1973; Massachusetts General Laws Chapter 151B Section 4 (1) and all relevant administrative orders and executive orders. Tenant will use its best efforts to comply with terms of this Article at all times. Tenant shall defend, indemnify and hold the Town Parties harmless from and against any and all claims of third persons resulting from Tenant's non-compliance with any of the provisions of this Article.

ARTICLE 30 - High School Golf Team

Tenant will support the Falmouth High School Golf Program and will offer access to the Premises, including the golf course and driving range at no cost. The following sets forth the expected annual access needs of the Falmouth High School Golf Program.

A. Women's Golf Team (Maximum of twenty (20) Players)

Three (3) days a week in season (defined as 3rd week in March through the 1st week in June)

Six (6) home matches per season (sixteen (16) Players, eight (8) from each team) One (1) day a week on the driving range (Two (2) hours, maximum twenty (20) stations)

Schedule to be determined between Tenant and the golf coach during the previous off-season.

B. Men's Golf Team (Maximum of Twenty (20) Players)

One (1) day a week in season (defined as last week in August to mid-October) Two (2) home matches per season (sixteen (16), eight (8) from each team)

Schedule to be determined between Tenant and the golf coach during the previous off-season.

Tenant will retain final authority on access during the term of the Lease.

ARTICLE 31 - Liquor License

There is currently a liquor license at the site may be transferred. The Tenant will be responsible for the transfer and/or obtaining a new license if needed. Landlord shall use its best efforts to assist Tenant in obtaining any liquor license.

ARTICLE 32 - Superintendent's and Building/Grounds Audit

Tenant will be required to undergo annual independent maintenance superintendent's and building/grounds audits at the discretion of Landlord. The cost of any Landlord requested audit shall be the sole responsibility of Landlord. Recommendations to the Tenant may be made from these audits for implementation in the following season. Responsiveness to these audits will be considered in the Lease extension.

ARTICLE 33- Valued Employees

Tenant will have complete control over hiring and retention of its employees at the Premises. However, a number of valued employees have worked at the facility for many years. Landlord has a desired intent for the Tenant to retain any current employees deemed appropriate by Tenant in its sole discretion.

ARTICLE 34 - Landlord Tenant Relations

Tenant shall report directly to the Town Manager. A Golf Advisory Committee shall be established by the Board of Selectmen to assist the Town in setting and monitoring operational and environmental issues consistent with this Lease. Tenant shall be prepared to meet at least annually with the Golf Advisory Committee to review Landlord's objectives and to help develop annual goals.

ARTICLE 35 - Miscellaneous

- A. Amendments to Lease. This Lease may not be amended, modified, supplemented or extended except by a written instrument executed by the Town and Tenant.
- B. Severability. If any term or provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.
- C. Waiver. THE PARTIES HERETO WAIVE A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN THEM OR THEIR SUCCESSORS OR ASSIGNS UNDER OR CONNECTED WITH THIS LEASE OR ANY OF ITS PROVISIONS, ANY NEGOTIATIONS IN CONNECTION THEREWITH, OR TENANT'S USE OR OCCUPATION OF THE PREMISES.
- D. Integration. All prior understandings and agreements between the parties with respect to this Lease are merged within this Lease, which alone fully and completely sets forth the understanding of the parties.
- E. Notice of Lease. The Town and Tenant mutually agree to execute herewith, in triplicate, a Notice of Lease in recordable form with respect to this Lease, which shall be recorded forthwith with the Registry of Deeds, and agree to execute, upon termination of this Lease for whatever cause, a Notice of Termination of Lease in recordable form for recording with said Registry of Deeds.
- F. Enforcement of the Town's Liability. Anything contained in this Lease to the contrary notwithstanding, but without limitation of Tenant's equitable rights and remedies, the Town's liability under this Lease shall be enforceable only out of the Town's interest in the Premises; and there shall be no other recourse against, or right to seek a deficiency judgment against, the Town, nor shall there be any personal liability on the part of the Town or any Town Parties, with respect to any obligations to be performed hereunder. Without limitation of the foregoing, the Town shall not be liable for any loss, damage or injury of whatever kind caused by, resulting from, or in connection with (i) the supply or interruption of water, gas, electric current, oil or any other utilities to the Premises, (ii) water, rain or snow which may leak or flow from any street, utility line or subsurface area or from any part of the Premises, or (iii) other leakage from pipes, appliances, water, sewer or plumbing works therein or from any other place. In no event shall the Town be liable to Tenant for any indirect, special or consequential or punitive damages or loss of profits or business income arising out of or in connection with this Lease.

- G. No Merger. There shall be no merger of this Lease or of the leasehold estate hereby created with the fee estate in the Premises by reason of the fact that the Town may acquire or hold, directly or indirectly, the leasehold estate hereby created or an interest herein or in such leasehold estate, unless the Town executes and records an instrument affirmatively electing otherwise.
- H. Captions. The captions of this Lease are for convenience and reference only and in no way define, limit or describe the scope or intent of this Lease nor in any way affect this Lease.
- I. Governing Law. This Lease shall be governed exclusively by, and construed in accordance with, the laws of the Commonwealth of Massachusetts.
- J. Time of the Essence. Time shall be of the essence hereof.
- K. Brokers. The Town and Tenant each warrants and represents to the other that it has had no dealings or negotiations with any broker or agent in connection with this Lease. Each agrees to pay, and shall hold the other harmless and indemnified from and against any and all costs, expenses (including without limitation counsel fees) or liability for any compensation, commissions and charges claimed by any broker or agent resulting from any such dealings by the indemnifying party with respect to this Lease or the negotiation therefor.
- L. Covenants Running with the Land. Tenant intends, declares, and covenants, on behalf of itself and all future holders of Tenant's interest hereunder, that this Lease and the covenants and restrictions set forth in this Lease regulating and restricting the use, occupancy, and transfer of the Premises (a) shall be and are covenants running with the Premises, encumbering the Premises for the term of this Lease, binding upon Tenant and Tenant's successors-in-interest; (b) are not merely personal covenants of Tenant; and (c) the benefits shall inure to the Town.
- M. Authority. Tenant has full power and authority to enter into and perform its obligations under this Lease and all documents, instruments and contracts entered into or to be entered into by it pursuant to this Lease and to carry out the transactions contemplated hereby. This Lease is, and all documents to be executed by Tenant and delivered to Town on the effective date, duly authorized, executed and delivered by Tenant and all consents and approvals of third parties will have been obtained. This Lease is, and all documents to be executed by Tenant and delivered to Town will be the legal, valid and binding obligations of Tenant, enforceable in accordance with their respective terms and will not violate any provisions of any contract, judicial order or any other thing to which Tenant is a party or to or by which Tenant is subject or bound. Neither the execution and delivery of this Lease, nor the consummation of the transactions contemplated by this Lease is subject to any requirement that Tenant obtain any consent, license, approval or authorization of, any third party.
- N. Dispute Resolution. All claims, disputes and other matters in question between the Town and the Tenant arising out of or relating to this Lease or the breach thereof shall be submitted for resolution to a court of competent jurisdiction in Barnstable County, Massachusetts, unless otherwise agreed by the parties. Notwithstanding the foregoing, the parties agree to negotiate in good faith any claims, disputes or other matters in question during the term of this Lease before resorting to such litigation.

**TOWN OF FALMOUTH, MA
Request for Proposals
Falmouth Country Club**

IN WITNESS WHEREOF Landlord and Tenant, have signed and sealed this lease this day of 2024.

Landlord:
Town of Falmouth

By the Select Board:

Nancy Robbins Taylor, Chair

Edwin P. Zylinski II, Vice Chair

Douglas C. Brown

Robert P. Mascali

Heather M. H. Goldstone

By the Town Manager:

Michael Renshaw

Tenant:
Firm Name

By: _____

Appendix 1: Course Condition Report from Verdant Innovative Solutions
To be issued as addendum after September 13

Appendix 2: Summary of Financial History & Projections

Falmouth Country Club Historical Financials



2006-2023 Historical Revenues

Revenues	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
Green / Cart Fees	\$1,194,983	\$1,349,259	\$1,383,906	\$1,320,683	\$1,304,281	\$1,237,037	\$1,231,244	\$1,206,988	\$1,163,913	\$1,256,914
Range Fees	\$60,105	\$72,387	\$74,462	\$69,015	\$72,734	\$69,135	\$81,471	\$83,285	\$87,921	\$103,062
Annual Pass Sales	\$58,350	\$55,482	\$68,564	\$68,165	\$70,100	\$65,301	\$76,000	\$65,944	\$84,124	\$107,497
Rental / Handicap	\$8,589	\$11,206	\$13,709	\$8,815	\$11,995	\$12,027	\$10,969	\$11,403	\$9,022	\$11,845
Total Revenue	\$1,322,027	\$1,488,334	\$1,530,641	\$1,466,778	\$1,459,110	\$1,403,500	\$1,399,784	\$1,387,630	\$1,344,980	\$1,479,317
Rounds										
Total Rounds	33,144	44,500	46,336	43,806	44,185	42,853	42,796	39,406	37,892	41,011
Rent										
Base Fee	\$257,500	\$265,225	\$273,181	\$281,376	\$325,000	\$334,750	\$344,793	\$355,136	\$365,790	\$370,000
Concession Fee	\$20,600	\$21,218	\$21,654	\$22,510	\$25,000	\$25,750	\$26,524	\$27,318	\$28,138	\$25,000
Golf Revenue Share	\$0	\$65,613	\$45,197	\$0	\$0	\$0	\$0	\$0	\$0	\$43,341
Concession Revenue Share	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,954
Total Rent	\$278,100	\$352,056	\$340,232	\$303,886	\$350,000	\$360,500	\$371,317	\$382,454	\$393,928	\$440,295
Revenues										
Green / Cart Fees	\$1,198,410	\$1,134,196	\$1,088,126	\$1,198,703	\$1,775,101	\$1,719,107	\$1,826,492	\$1,957,877	\$2,036,042	\$2,036,042
Range Fees	\$95,724	\$65,712	\$63,807	\$91,590	\$117,433	\$146,710	\$148,077	\$211,960	\$189,992	\$211,960
Annual Pass Sales	\$98,358	\$120,014	\$127,905	\$131,785	\$146,447	\$267,388	\$311,962	\$344,505	\$424,453	\$424,453
Rental / Handicap / Instruction	\$13,662	\$12,062	\$11,996	\$12,163	\$10,013	\$13,799	\$12,060	\$13,000	\$13,175	\$13,175
Total Revenue	\$1,408,154	\$1,352,004	\$1,311,834	\$1,454,231	\$2,048,994	\$2,147,004	\$2,298,591	\$2,527,342	\$2,663,662	\$2,663,662
Rounds										
Total Rounds	40,482	39,192	36,865	39,075	54,928	55,575	53,077	57,308	57,250	57,250
Rent										
Base Fee	\$370,000	\$372,500	\$372,500	\$375,500	\$375,000	\$375,000	\$375,000	\$375,000	\$375,000	\$375,000
Concession Fee	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
Golf Revenue Share	\$5,547	\$0	\$0	\$7,116	\$314,487	\$378,906	\$444,898	\$553,656	\$684,479	\$684,479
Concession Revenue Share	\$1,577	\$1,114	\$1,640	\$3,760	\$3,151	\$9,964	\$9,626	\$13,094	\$13,428	\$13,428
Total Rent	\$402,124	\$398,614	\$399,140	\$441,376	\$717,648	\$788,270	\$853,524	\$966,750	\$1,002,907	\$1,002,907

BASE RENT	Increase base rent to \$375,000 in 2020
GOLF REVENUE THRESHOLD	Reset revenue threshold in 2020 to \$1,420,000 Revenue share % to town of 50% There will now be a revenue share of 10% of Golf Shop and Food & Beverage Sales over \$200k.
CONCESSION RENT	Golf Shop and F&B concession Base Rent is \$12,500 each (total \$25K)
CAPITAL	The town spends \$50k a year in capital expenses.

Appendix 3: Personal Property Inventory

Manufacturer	Description/Model	Serial Number	Year
Toro	Aerator	70362	1997
Toro	Aerator	70146	1997
Softec	Bunker Rake	96022611	1994
John Deere	1145	M01145X171150	1998
Agrimetal	TuffVac 5000	202940	2004
Vertiseed	Vertiseeder	004-1204	1997
John Deere(Tractor)	1070	CH4048D017049	1998
Royer	Screeener42	805	1988
John Deere	4320 Tractor	lv4320h230399	2005
Lastec	Articulator model 721x12	18241004	2015
Toro Greensmaster 3150 mowers	model 3150 (2)	2500047/2500447	2005
Club Car	Utility Vehicle	HG0542 560824	2005
Club Car	Utility Vehicle	HG0521 509778	2005
John Deere	BackHoe	T0210CA728890	1986
Toro Greensmaster 3150	Greensmower	28000073	2008
Toro Greensmaster 3150Q	Greensmower	310000651	2010
Toro Greensmaster 3150Q	Greensmower	310000653	2010
Toro Reelmaster 5410	Fairway Mower	310000392	2010
Toro Reelmaster 5410	Fairway Mower	310000383	2010
Toro Pro Force Debris Blower	model 44538 blower	310000200	2010
Toro	Ground Master 3500D 30839	3110000479	2011
Toro	Workman HDX 07367	311000087	2011
Toro	Greenmaster 3150-Q 04357	311001158	2011
Club Car	Turf 2 Carryall	RG1119-192904	2011
Club Car	Turf 2 Carryall	RG1119-19205	2011
Toro	09200/Pro Core 648	311000854	2010
Agrimetal	Fairway Aerifier FA 720 TW	29037	2011
Toro	8706 Bunker Rake	315000233	2015
Toro	41240 200 Gallon Sprayer	315000174	2015
Toro	7384 Workman DX	315000188	2015
Toro	30344 Groundsmaster 3280D with Blower	315000263	2015
Club Car	Carry All 500	MA1643-690972	2016
Smithco	42-001-E Bunker Rake	13979	2016
Smithco	Smithco Spray Star 1754	175G233	2016
Lily	Lily Spreader	2.32021E+13	2016
Club Car	Carry All 500	MA1516-595961	2015
Toro	03820/3555-D Fairway Mower	400920194	2017
Toro	Greensmaster 3150-Q	04358 402630394	2018
Toro	Workman MDX	07235 402408401	2018
Toro	Workman GTX	07042 401371415	2018
Salsco	Roll n Go 09101	1.30311E+13	2018
John Deere	Tractor 4052R	ilv405r1kk103162	2019
Toro	Triplex 3150-Q 04358	4044432407	2019
Toro	Groundsmaster 30807	404691483	2019
Toro	Versa Vac	406787414	2021
Toro	Pro Force Debris Blower	409216214	2021
Toro	Pro Force Debris Blower	409216104	2021
John Deere	Pro Gator	1TC2024THNT	2022

Manufacturer	Description/Model	Serial Number	Year
Dakota	410Turf Tender	410133221	2022
Frontier	BB2048 Standard Duty Box	1XFBB20XHM058815	2022
Frontier	Ap12 Fixed Pallet Fork	1XZAPRFKN0073139	2022
John Deere	45 gallon tow Behind Sprayer	22183	2022
Redexim	Verticore	H2233858	2023
Taylor Pittsburg	Dump Trailer	4000 4T63X99Y	2023
John Deere	Gator TX	1M04X2XDJRM19266	2024
John Deere	4052R Tractor	1LV4052R106083	2024

Appendix 4: "Nine Hole Course" Conservation Restriction

Appendix 5: Legal Description

The Falmouth Country Club Golf Course is comprised of four parcels:

- 630 Carriage Shop Rd, Parcel 21 10 022 000
- 504 Carriage Shop Rd, Parcel 29 01 001 001
- 377 Old Barnstable Rd, Parcel 28 08 001 000
- 26 Calebs Way, Parcel 21 10 020 008

630 CARRIAGE SHOP RD

Google Directions 9 Zoom

Town of Falmouth
 Property Record Card
 Barnstable County Registry of Deeds
 Planning Board Regulations

General

Address 630 CARRIAGE SHOP RD
 Property ID 2110 022 000
 Parcel Account # 7203

Ownership

Owner FALMOUTH TOWN OF
 BOARD OF SELECTMAN
 Mailing Address 59 TOWN HALL SQ
 FALMOUTH, MA 02540-2761
 Last Sale Son

Land

Area 61.40 AC
 Land Use 9035 - MUN LAND BK
 Zone AGA

Building

Year Built 1964
 Home Type Club, Lounge
 Finished Area 7,142 Sq Ft
 Bedrooms 0
 Full Baths 0
 Half Baths 0





PROPERTY LOCATION

No	504	Alt No	CARRIAGE SHOP RD, FALMOUTH	Direction/Street/City
OWNERSHIP				
Owner 1:	FALMOUTH TOWN OF			
Owner 2:	BD OF SELECT/CONSERVATION			
Owner 3:				
Street 1:	59 TOWN HALL SQ			
Street 2:				
Twn/City:	FALMOUTH			
St/Prov:	MA	Cntry		Own Occ:
Postal:	02540-2761			
PREVIOUS OWNER				
Owner 1:	FCC REALTY LLC -			
Owner 2:				
Street 1:	PO BOX 662			
Twn/City:	FALMOUTH			
St/Prov:	MA	Cntry		
Postal:	02541			

PROPERTY FACTORS

Item Code	Description	%	Item Code	Description
Z AGA	AGA		water	
o			Sewer	
n			Electri	
	Census:		Exmpt	
	Flood Haz:		Topo	
D			Street	
s			Gas:	
t				

LAND SECTION

Use Code	LUC Description	Fact	No of Units	Depth / Price/Units	Unit Type	Land Area	Pot.Dev.	Prime Site	Notes
930	VACANT SEL		64.09479	0 57,000 .920 R7	Dev.Acrea	0	4.75	1,000 R7	3,358,300 CONS REST 11545/46
930	VACANT SEL		40000	Square Fe		0	4.75	1,000 R7	190,000

IN PROCESS APPRAISAL SUMMARY

Use Code	Land Size	Building Value	Yard Items	Land Value	Total Value
930	65.013	76,800	183,800	3,548,300	3,808,900
TOTAL					
Total Card	65.013	76,800	183,800	3,548,300	3,808,900
Total Parcel	65.013	76,800	183,800	3,548,300	3,808,900
Source: Market Adj Cost Total Value per SQ unit /Card: 8,816.90 /Parcel: 8,816.					

PREVIOUS ASSESSMENT

Tax Yr	Use Cat	Bldg Value	Yrd Items	Land Size	Land Value	Total Value	Asses'd Value	Notes	Date
2025	930 CONV	76,800	183,800	65.013	3,548,300	3,808,900	AP5 Upgrade	4/19/2024	
2024	930 FV	76,800	183,800	65.013	3,548,300	3,808,900	Year End Roll	12/28/2023	
2023	930 FV	76,800	183,800	65.013	3,548,300	3,808,900	Year End Roll	12/29/2022	
2022	930 FV	71,800	184,800	65.013	2,233,600	2,490,200	Year End Roll	12/21/2021	
2021	930 FV	71,800	184,800	65.013	2,136,400	2,393,000	Year End Roll	12/9/2020	

BUILDING PERMITS

Date	Number	Descrp	Amount	CIO	Last Visit	Fed Code	F. Descrp	Comment
3/11/1999	99A-0422	Addition	15,000	O			CONSTRUCT 19 X 17	

SALES INFORMATION

Grantor	Legal Ref	Type	Date	Sale Code	Sale Price	V	Tst	Verif	Notes
FCC REALTY LLC,	19421-12	QC	1/7/2005	INVOLVED GOV	10635000	No			
BEFORD LEONARD	14271-0134		9/26/2001	OTHER	0	No			
STENGEL MARSHAL	10764-0095		5/23/1997	CHANGE > SAL	350000	Yes			

INCOME INFORMATION

Type	Description	Fir	Qty	Leased Area	Ten	Rent \$	Ovr Rent	Econ Inc
								!10660!

TAX DISTRICT

Granor	Legal Ref	Type	Date	Sale Code	Sale Price	V	Tst	Verif	Notes
FCC REALTY LLC,	19421-12	QC	1/7/2005	INVOLVED GOV	10635000	No			
BEFORD LEONARD	14271-0134		9/26/2001	OTHER	0	No			
STENGEL MARSHAL	10764-0095		5/23/1997	CHANGE > SAL	350000	Yes			

ACTIVITY INFORMATION

Date	Result	By	Name
9/7/2000	Reviewed	JJ	JJ

PROPERTY FACTORS

Item Code	Description	%	Item Code	Description
Z AGA	AGA		water	
o			Sewer	
n			Electri	
	Census:		Exmpt	
	Flood Haz:		Topo	
D			Street	
s			Gas:	
t				

LAND SECTION

Use Code	LUC Description	Fact	No of Units	Depth / Price/Units	Unit Type	Land Area	Pot.Dev.	Prime Site	Notes
930	VACANT SEL		64.09479	0 57,000 .920 R7	Dev.Acrea	0	4.75	1,000 R7	3,358,300 CONS REST 11545/46
930	VACANT SEL		40000	Square Fe		0	4.75	1,000 R7	190,000

PROPERTY FACTORS

Item Code	Description	%	Item Code	Description
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o			Sewer	
n			Electri	
	Census:		Exmpt	
	Flood Haz:		Topo	
D			Street	
s			Gas:	
t				

LAND SECTION

Use Code	LUC Description	Fact	No of Units	Depth / Price/Units	Unit Type	Land Area	Pot.Dev.	Prime Site	Notes
930	VACANT SEL		64.09479	0 57,000 .920 R7	Dev.Acrea	0	4.75	1,000 R7	3,358,300 CONS REST 11545/46
930	VACANT SEL		40000	Square Fe		0	4.75	1,000 R7	190,000

PROPERTY FACTORS

Item Code	Description	%	Item Code	Description
Z AGA	AGA		water	
o			Sewer	
n			Electri	
	Census:		Exmpt	
	Flood Haz:		Topo	
D			Street	
s			Gas:	
t				

LAND SECTION

Use Code	LUC Description	Fact	No of Units	Depth / Price/Units	Unit Type	Land Area	Pot.Dev.	Prime Site	Notes
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	Flood Haz:		Topo	
D			Street	
s			Gas:	



PROPERTY LOCATION

No	Alt No	Direction/Street/City
630		CARRIAGE SHOP RD, FALMOUTH

OWNERSHIP

Owner 1: FALMOUTH TOWN OF
 Owner 2: BOARD OF SELECTMAN
 Owner 3:
 Street 1: 59 TOWN HALL SQ
 Street 2:

PREVIOUS OWNER

Owner 1: FCC REALTY LLC -
 Owner 2:
 Street 1: PO BOX 662
 Town/City: FALMOUTH
 St/Prov: MA
 Postal: 02541

PROPERTY ASSESSMENT SUMMARY

Use Code	Land Size	Building Value	Yard Items	Land Value	Total Value
930	81.403	419,700		1,574,400	1,994,100
Total Card	81.403	419,700		1,574,400	1,994,100
Total Parcel	81.403	545,900	2,189,100	1,574,400	4,309,400
Source: Market Adj Cost		Total Value per SQ unit /Card: 417.83		/Parcel: 602.84	

PREVIOUS ASSESSMENT

Tax Yr	Use Cat	Bldg Value	Yrd Items	Land Size	Land Value	Total Value	Asses'd Value	Notes	Date
2025	9036 CONV	545,900	2189100	81.403	1,574,400	4,309,400	AP5 Upgrade	4/19/2024	
2024	9036 FV	536,600	2187000	81.403	1,574,400	4,298,000	Year End Roll	12/28/2023	
2023	9036 FV	462,300	2187000	81.403	1,574,400	4,223,700	Year End Roll	12/29/2022	
2022	9036 FV	438,400	2185400	81.403	991,000	3,614,800	Year End Roll	12/21/2021	
2021	9036 FV	438,400	2185400	81.403	947,900	3,571,700	Year End Roll	12/9/2020	

BUILDING PERMITS

Date	Number	Descr	Amount	C/O	Last Visit	Fed Code	F. Descr	Comment
4/9/2024	C-24-0907	Commercial	35,888	0				Strip, replace 38
11/22/2023	CI-23-3166	Cert of	0	0				
11/9/2023	E-23-2143	Electric	0	0				Retrofit Existing

NARRATIVE DESCRIPTION

This parcel contains 81.403 Acres of land mainly classified as MUN LAND BK with a Club, Lounge Building built about 1964, having primarily Wood on Shif Exterior and 4773 Square Feet, with 1 Unit, 0 Bath, 0 3/4 Bath, 0 HalfBath, 0 Rooms, and 0

OTHER ASSESSMENTS

Code	Descr/No	Amount	Com. Int

PROPERTY FACTORS

Item Code	Description	%	Item Code	Description
Z AGA	AGA		water	
o			Sewer	
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D			Street	
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t				

LAND SECTION

Use Description	LUC Fact	No of Units	Depth / Price/Units	Unit Type	Land Type	Prime Site	Prime Site Acres	Prime NB Desc	R7	Parcel LUC:	9036	MUN LAND BK	Prime NB Desc	R7	Total SF/SM:	3545917	Total AC/HA:	81.40306	
930 VACANT SEL'		40000		Square Fe		1.0	0	4.75	1,000 R7										
930 VACANT SEL'		80.48479		Prime Site		1.0	0	19,000.	.910 R7										
										Appraised Value	190,000								
										Use Value	1,384,400								
										Total	1,574,400								

ACTIVITY INFORMATION

Date	Result	By	Name
3/15/2006	Reviewed	JJ	JJ
2/4/1997	Measured&Ins	JJ	JJ
2/27/1996	Reviewed	GPF	

PARCEL ID

Parcel ID	Date	Time
21 10 022 000	4/19/2024	
PRINT	12/28/2023	
LAST REV	07/29/24	15:26:56
LAST REV	12/21/2021	
LAST REV	12/9/2020	

DATE

Date	Time
08/16/18	15:39:54
nrtchile	
7203	

PAT ACCT.

SALES INFORMATION

Grantor	Legal Ref	Type	Date	Sale Code	Sale Price	V	Tst	Verif	Notes
FCC REALTY LLC,	19421-12	QC	1/7/2005	INVOLVED GOV	10635000	No			
BEFOR LEONARD	14271-0124		9/26/2001	OTHER	0	No			
FALMOUTH COUNTR	03982-0286		1/10/1984	PORTION/ASSE	650000	No			

INCOME INFORMATION

Type	Description	Fir	Qty	Leased Area	Ten	Rent \$	Ovr Rent	Econ Inc

PROPERTY FACTORS

Item Code	Description	%	Item Code	Description
Z AGA	AGA		water	
o			Sewer	
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LAND SECTION

Use Description	LUC Fact	No of Units	Depth / Price/Units	Unit Type	Land Type	Prime Site	Prime Site Acres	Prime NB Desc	R7	Parcel LUC:	9036	MUN LAND BK	Prime NB Desc	R7	Total SF/SM:	3545917	Total AC/HA:	81.40306
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										Appraised Value	190,000							
										Use Value	1,384,400							
										Total	1,574,400							

Disclaimer: This Information is believed to be correct but is subject to change and is not warranted. Database: AssessPro - Falmouth

readonly

2025

OPEN SESSION

BUSINESS

8. Vote articles and execute warrant for November 18, 2024 Town Meeting **(15 minutes)**

September 9, 2024



ITEM NUMBER: Business #8

ITEM TITLE: Vote articles and execute warrant for the November 2024 Annual Town Meeting

MEETING DATE: 9/9/2024

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

SUBMITTED BY: Mike Renshaw, Town Manager

ATTACHMENTS: Town Meeting Index - DRAFT, Town Meeting Warrant - DRAFT

PURPOSE:

The Select Board will vote the articles and execute the warrant for November 2024 Annual Town Meeting.

BACKGROUND/SUMMARY:

- The Town Meeting warrant is scheduled to be voted by the Select Board on November 9, 2024, and published in the newspaper September 13th. The Board will vote recommendations on articles at the meeting on October 7th.
- The proposed November Town Meeting warrant includes 35 articles in total of which 18 are financial, including 1 petition article and 4 Community Preservation articles. Four articles are petition articles seeking to sell Town owned parcels for affordable housing. There are 6 zoning articles, and the remainder address miscellaneous topics which are highlighted below.
- The warrant includes a proposed bylaw to regulate Short-Term Rentals.

Following several months of collaborative work of the Short-Term Rental Working Group and thoughtful feedback from the public, the group crafted a bylaw that sets out requirements, rights, and obligations for operators of SRTs. The proposed bylaw preserves the ability of homeowners to rent their property but prohibits corporate ownership of SRTs. It requires operators to provide information such as a 24-hour emergency contact, a trash and recycling plan, and proof of no outstanding taxes. Commercial events would be prohibited, and registration with the Town required.

- A complete re-write of the noise bylaw is being proposed. The proposed bylaw creates objective standards for determining the level of noise that is acceptable for specific circumstances. The current bylaw uses terms like "...loud, excessive or unusual noises..." The proposed bylaw replaces these subjective terms with specific decibel thresholds for determining what is a violation of the bylaw. The proposed bylaw also sets acceptable hours for construction and the use of landscaping equipment which are not presently specified in any bylaw or regulation.
- We have included an article to amend the Position Classification Plan. The specific changes to the Classification Plan will be identified in the recommendation. At this time, we have one classification change for an existing position and we are considering one new position.
- The Falmouth Retirement Board, a separately elected agency, has proposed two articles included in the draft warrant. One article provides Town funding to pay the employee contributions of Falmouth employees who are called for active military duty. Another proposes an increase for the individuals who serve on the Retirement Board.
- The zoning articles proposed by the Planning Board are as follows:
 - Clarifications to Mixed Residential and Commercial Overlay District (MRCOD)
 - Updating the accessory dwelling bylaws to be consistent with recently adopted state legislation (2 articles)
 - Updating home occupation (i.e. home-based business) bylaw
 - Clarifying non-conforming uses
 - Updating definitions related to above
- The Board will hear petition article presentations at the September 23rd meeting.

DEPARTMENT RECOMMENDATION:

The Town Manager recommends that the Select Board vote the articles and execute the warrant for the November 2024 Annual Town Meeting.

OPTIONS:

- Motion to vote the articles and execute the warrant for the November 2024 Annual Town Meeting as presented.

- Motion to vote the articles and execute the warrant for the November 2024 Annual Town Meeting with specified amendments.

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 the articles and execute the warrant for the April 2024 Annual Town Meeting.

Michael Renshaw

Town Manager

9/5/2024

Date



Warrant for the Annual Town Meeting
Monday, November 18, 2024
TOWN OF FALMOUTH
Select Board

BARNSTABLE, SS. To the Constables of the Town of Falmouth

GREETINGS:

In the name of the Commonwealth, you are hereby directed to notify and summons the inhabitants of the Town of Falmouth who are qualified to vote in Town Affairs to meet at Memorial Auditorium, Lawrence School, 113 Lakeview Avenue, Falmouth on Monday, November 18, 2024 at 7:00 p.m. for the purpose of acting on the Town Meeting articles of attached warrant:

Hereof fail not and make return of this warrant with your doings thereon at the time and place of said voting.

Given under our hands this 9th day of September, 2024.

Nancy Robbins Taylor, Chair

Edwin P. Zylinski II, Vice Chair

Douglas C. Brown

Robert P. Mascali

Heather M. H. Goldstone

FALMOUTH SELECT BOARD

Barnstable, SS.

Falmouth, MA

By the virtue of this warrant, I have this day notified and summoned the inhabitants of the Town of Falmouth qualified to vote, as said Warrant directs by posting an attested copy thereof in Town Hall and Every Precinct in the town.

Constable, Town of Falmouth

Date



TOWN OF FALMOUTH

NOVEMBER 2024 ANNUAL TOWN MEETING

Select Board Announce Annual Town Meeting Monday, July 15, 2024

Close Warrant Friday, August 30, 2024

Select Board Vote Articles & Execute Warrant..... Monday, September 9, 2024

Publish Articles OnlyFriday, September 13, 2024

Petition Article Presentations Monday, September 23, 2024

Vote Article Recommendations (All boards) October 10, 2024

Send Warrant with Recommendations to Printer/Newspaper Wednesday, October 16, 2024

Publish Warrant with Recommendations and Mail Warrant Booklets Friday, October 25, 2024

Town Meeting Monday, November 18, 2024

ANNUAL TOWN MEETING

Article Number	Description
1	Choose Town Officers
2	Hear Reports from Committees and Town Officers
3	Amend: Town Code Section 9-3, Contracts
4	Authorize: Rescind Borrowing Authorizations
5	Fund Capital Improvements (Note: requires majority vote)
6	Fund Water Mains (Note: requires 2/3 vote)
7	Fund Non-Capital Improvements
8	Fund Fiscal Year 2025 Supplemental Budget Appropriations
9	Change Purpose of Capital Stabilization Fund to a Capital and Debt Stabilization Fund (Note: requires 2/3 vote)
10	Close Debt Stabilization Fund and Transfer to the Capital and Debt Stabilization Fund (Note: requires 2/3 vote)
11	Add Additional Funding to the Capital and Debt Stabilization Fund
12	Fund FY 2025 Fire New Hire Spending from Fire Stabilization Funds (Note: requires 2/3 vote)
13	Fiscal Year 2025 Budget Transfers
14	Fund Government Access Programming from Cable Fund
15	Amend Chapter 240-7.5: Mixed Residential and Commercial Overlay District (MRCOD)
16	Amend Chapter 240-9.1: Accessory Apartments
17	Amend Chapter 240-6.1 Agricultural Districts Use Table and Section 240-6.6: Residence Districts Use Table
18	Authorize: Disposition of 0 Locustfield Road
19	Authorize: Disposition of 0 West Falmouth Highway
20	Petition: Authorize disposition of 0 West Falmouth Highway for affordable housing
21	Petition: Authorize disposition of 21 Pheasant Lane for affordable housing
22	Petition: Authorize disposition of 20 Brigantine Drive for affordable housing
23	Petition: Fund Urine Diversion Pilot Project
24	CPC: Falmouth Station HVAC
25	CPC: Highfield Hall Exterior Rehabilitation
26	CPC: Community Play Space
27	CPC: Shiverick's Pond Public Access Improvements
28	CPC: Bell Tower Tennis Court Rehabilitation
29	Fund: Retirement Contributions for active military duty
30	Retirement Board Stipend
31	Amend: Position Classification Plan
32	Amend: Town Code Section 173, Short-Term Rentals
33	Amend: Town Code Section 172, Rental Property
34	Amend: Town Code Sections 150-1 through 150-4, Noise
35	Amend Chapter 240-9.5: Home Occupation

Article Number	Description
36	Amend Chapter 240-3.2: Definitions
37	Amend Article 10: Nonconforming Uses, Structures, and Lots

TOWN OF FALMOUTH ANNUAL TOWN MEETING

ARTICLE 1: To choose all other necessary Town Officers for the year in accordance with nominations to be offered at Town Meeting.

ARTICLE 2: To hear reports of Committees and Town Officers and act thereon.

ARTICLE 3: To see if the Town will vote to amend the Code of Falmouth by adding a new Section in Chapter 9, Assessors, to include the text of the new section below. Or do or take any other action on the matter. On petition of the Select Board.

Section 9-3. Contracts

The Town Manager may enter into contracts for a term of up to five (5) years, including the terms of any renewal, extension or option, for services related to Business and Personal Property valuations in connection with the operations of the Assessing Department.

ARTICLE 4: To see if the Town will vote to rescind an amount of unissued borrowing. Or do or take any other action on the matter. On request of the Select Board.

ARTICLE 5: To see if the Town will vote to appropriate a sum of money for the purpose of funding Capital Improvements, to determine how the same shall be raised and by whom expended. Or do or take any other action on the matter. On request of the Select Board. (Approval of this Article requires a simple majority Town Meeting vote.)

ARTICLE 6: To see if the Town will vote to appropriate a sum of money for the purpose of funding Capital Improvements, to determine how the same shall be raised and by whom expended. Or do or take any other action on the matter. On request of the Select Board. (Approval of this Article requires a 2/3 Town Meeting vote.)

ARTICLE 7: To see if the Town will vote to appropriate a sum of money for the purpose of funding non-Capital projects, to determine how the same shall be raised and by whom expended. Or do or take any other action on the matter. On request of the Select Board.

ARTICLE 8: To see if the Town will vote to appropriate a sum of money to supplement the FY 2025 budget and to determine how the same shall be raised and by whom expended. Or do or take any other action on the matter. On request of the Select Board.

ARTICLE 9: To see if the Town will vote to change the purpose of the Capital Improvement Stabilization Fund to a combined Capital and Debt Stabilization Fund. Or do or take any other action on the matter. On request of the Select Board.

Approval of this Article requires a 2/3 Town Meeting vote.

ARTICLE 10: To see if the Town will vote to transfer the balance in the Debt Stabilization Fund to the Capital and Debt Stabilization Fund and vote to terminate the Debt Stabilization Fund. Or do or take any other action on the matter. On request of the Select Board.

Approval of this Article requires a 2/3 Town Meeting vote.

ARTICLE 11: To see if the Town will vote to appropriate a sum of money to the Capital and Debt Stabilization Fund for the purpose of funding future capital improvements, and to determine how the same shall be raised. Or do or take any other action on the matter. On request of the Select Board.

ARTICLE 12: To see if the Town will vote to appropriate a sum of money from the Fire Stabilization Fund to supplement the FY 2025 Fire Department budget and to determine how the same shall be raised and by whom expended. Or do or take any other action on the matter. On request of the Select Board.

Approval of this Article requires a 2/3 Town Meeting vote.

ARTICLE 13: To see if the Town will vote to transfer a sum of money within the Fiscal Year 2025 budget to make necessary adjustments thereto. Or do or take any other action on the matter. On request of the Select Board.

ARTICLE 14: To see if the Town will vote to appropriate a sum of money for the purpose of funding costs related to Government Access Programming, and to determine how the same shall be raised and by whom expended. Or do or take any other action on the matter. On request of the Select Board.

ARTICLE 15: To see if the Town will vote to amend Chapter 240 - Zoning - of the Code of Falmouth, by deleting Section 240-7.5: Mixed Residential and Commercial Overlay District in its entirety and inserting the text below in its place:

240 – 7.5 Mixed Residential and Commercial Overlay District (MRCOD)

240-7.5A Purpose

- (1) The Purpose of Section 240-7.5 is:
 - a. To enable the town to continue producing affordable and attainable housing options and a diverse housing stock for its residents.
 - b. To incentivize developers and property owners to create a variety of rental and ownership housing opportunities for people at all stages of life and all levels of income by increasing residential density and allowing mixed use and multi-family residential where appropriate.
 - c. To promote economic vitality and sustainability by creating consistency, quality, and flexibility in site layout and building design.
 - d. To enable the creation of livable, walkable neighborhoods and to mitigate traffic congestion by promoting housing proximate to compatible commercial uses, bicycle and pedestrian infrastructure, and public transportation.

240-7.5B Establishment/Delineation

- (1) There is hereby established a Mixed Residential and Commercial Overlay District which is an overlay district superimposed at certain eligible locations in the Business 1 (B1), Business 2 (B2), and Business Redevelopment (BR) zoning districts. The underlying zoning shall remain in effect for use, dimension, and all other provisions of the Zoning Bylaw governing those district(s) shall remain in full force.

An applicant shall have the option of applying for Site Plan Review pursuant to the zoning controls set forth in this section or complying with all applicable zoning controls set forth in the Zoning Bylaw for the underlying district(s).

- (2) The aforesaid eligible locations are shown on a map entitled "Mixed Residential and Commercial Overlay District, town of Falmouth" dated November 15, 2021, scale: 1:2,500 feet. This map, as it may be amended from time to time, is hereby made part of the Town Zoning Bylaw and is on file at the office of the Town Clerk.

240-7.5C Definitions

Affordable Housing Restriction – A deed restriction meeting statutory requirements in G.L. Chapter 184, § 31, in a form consistent with Massachusetts Executive Office of Housing and Livable Communities (or its successor agency) Local Initiative Program (LIP) guidelines or otherwise allows for inclusion of an Affordable Dwelling Unit on the Town's Subsidized Housing Inventory (SHI) which runs with the land and is recorded with the Barnstable Registry of Deeds or Land Court Registry

District, and which effectively restricts the occupancy of a low or moderate income housing unit to income eligible households. The term of affordability shall be in perpetuity or for the longest term allowed by law. The restriction shall contain terms and conditions for the resale of a home ownership unit, including definition of the maximum permissible sale price, and for the subsequent rental of a rental unit, including definition of the maximum permissible rent. The restriction shall require that tenants of rental units and owners of homeownership units shall occupy the units as their principal residences.

As of Right – Development that may proceed under the Zoning Bylaw without the need for a special permit, variance, zoning amendment, or other discretionary zoning approval.

Eligible Household – An individual or household whose annual income is less than or equal to 80% of the area-wide median income as determined by the US Department of Housing and Urban Development (HUD) adjusted for household size for Barnstable County, with income computed using HUD rules for attribution of income to assets.

Eligible Location – Areas that by virtue of their infrastructure, transportation access, existing underutilized facilities or location make highly suitable locations for residential or mixed-use zoning districts, including without limitation (1) areas near transit stations, bus and ferry terminals, or (2) areas of concentrated development, including town centers and other existing commercial districts.

Mixed Use Development – A development containing a mix of residential uses and non-residential uses, including, commercial, institutional, or other uses. Commercial accommodations shall not be an eligible non-residential use for the inclusion in a Mixed Use Development.

MRCOD Applicant – The person or persons, including a corporation or other legal entity, who applies for approval of a Mixed Use Development or a Multi-family Development. The applicant must own or be the beneficial owner of all the land included in the development or have authority to act for the owners or hold an option or contract duly executed by the owners and the applicant giving the applicant the right to acquire or lease the land to be included in the development.

Multi-family Development – A residential development containing 3 or more dwelling units but not exceeding 20 units per 40,000 square feet of upland. Each dwelling unit shall comply with the definition found in Article 3 of this Zoning Bylaw.

Permit Granting Authority – The Planning Board shall be the sole permit granting authority pursuant to any provision of this bylaw.

Three Quarter Story – That portion of a building under any type of sloping roof, which is potentially habitable as defined under the Massachusetts Building Code and within which the number of square feet in area is never more than 3/4 of that of the story below. If the square foot area of the subject portion is greater, that portion shall be deemed a story.

240-7.5D Application

- (1) Mixed Use Developments and Multi-family Developments that comply with the provisions of this section shall be allowed as of right.
- (2) Notwithstanding other provisions of this zoning bylaw, Mixed Use Developments and Multi-family Developments that follow the provisions of this section shall not be allowed in districts not specified in this subsection.

240-7.5E Uses Regulations, Principal Structures

The following regulations shall govern the uses allowed in a Mixed Use Development as set forth under this section, provided that all necessary permits, orders, or approvals required by local, state, or federal law are also obtained.

- (1) Ground floor

"Ground floor" shall mean the lowest story of a building with a finished floor at or above the finished ground level next to a building at the façade.

a. Uses allowed

i. Active uses

- Retail
- Restaurant, bar, or specialty food services
- Housing units
- Personal service uses (such as salons, barber shops, or spas)
- Artist galleries and artist studios, provided a publicly accessible gallery is included
- Libraries and community centers
- Publicly facing government services, such as post offices
- Office Uses, consumer-facing and non-consumer office uses
- Circulation facilities, including but not limited to hallways, stairwells, and elevator areas
- An entryway, lobby, and related circulation areas leading to parts of the building that are either on upper floors or not fronting a public way or public park, provided active uses are included according to the dimensional regulations of this section
- Accessory storage for building residents
- Building mechanical, maintenance, or operations

b. Uses not permitted on Ground floor

- i. Parking and driving aisles, except driving aisles to reach parking facilities when there is no alternative access available
- ii. Automobile-oriented uses, including but not limited to auto repair, car washes, and drive-through retail or food service
- iii. Any other use that is not open to the public, except housing units

(2) Upper Floors

"Upper floor" shall mean any story above the ground story of a building.

a. Uses allowed

- i. Housing units
- ii. Semi-active amenity uses defined as accessory communal areas, amenity areas, or services for the building residents only
- iii. Accessory storage for building residents
- iv. Circulation facilities, including but not limited to hallways, stairwells, and elevator areas
- v. Building mechanical, maintenance, or operations

b. Uses not permitted on Upper Floors

- i. Retail
- ii. Restaurant, bar, or specialty food services
- iii. Personal service uses (such as salons, barber shops, or spas)
- iv. Artist galleries and artist studios, provided a publicly accessible gallery is included
- v. Libraries and community centers
- vi. Publicly facing government services, such as post offices
- vii. Office Uses, consumer-facing and non-consumer office uses
- viii. Circulation facilities, including but not limited to hallways, stairwells, and elevator areas

240-7.5F Development Intensity

(1) Mixed Use Development

- a. The residential component shall be limited to 20 units per 40,000 square feet of upland
- b. The non-residential component shall have no limit

(2) Multi-family Development

- a. All residential use shall be limited to 20 units per 40,000 square feet of upland

240-7.5G Dimensional Regulations

Mixed Use Developments and Multi-family Developments permitted under this section shall follow the following dimensional regulations, which supersede regulations specified by the underlying zoning district in which the development is located. Where dimensional regulations are not specified here, the regulations of the underlying zoning district shall apply.

- (1) Minimum lot size. The minimum lot size permitted under the rules of this section shall be 10,000 square feet.
- (2) Maximum lot coverage
 - a. For properties of less than 20,000 square feet, the maximum lot coverage shall be 90%, including structures, parking, and paving.
 - b. For properties of at least 20,000 square feet or more, the maximum lot coverage shall be 70%, including structures, parking, and paving.
- (3) Building Height
 - a. Minimum building height, principal structure. The total building height of the principal structure shall be no less than two stories.
 - b. Maximum building height shall be 35 feet; provided, however, in developments on parcels of 2 acres or greater, the height limit shall be 40 feet and on parcels of 5 acres or greater, the height limit shall be 50 feet excluding appurtenances as defined below; and provided further that for every foot increase in height above 35 feet, all minimum setbacks as provided in Section 240-7.5G(4) are increased by two feet except where abutting a non-residential use.

Height limitations shall not apply to appurtenances, defined as television antennas, chimneys, spires, elevator and stair bulkheads, mechanical equipment and shielding, fire code access requirements, or minor extensions of a building strictly ornamental in nature, provided that all of the foregoing do not exceed 5 feet over the height of the building.

- (4) Setbacks
 - a. Front yard setbacks shall be no more than 25 feet
 - b. Side yard and back yard setbacks shall be no less than 10 feet, except when a project abuts a residential property; in such case the setback shall be 20 feet.
- (5) Nonconforming structures and lots. The dimensional provisions of this section, except minimum lot size and building height, may be waived through a Special Permit from the Planning Board for the redevelopment of lawful pre-existing nonconforming structures or lots that do not conform to these regulations, provided the proposed redevelopment is in line with the purposes of this section.
- (6) It is the applicant's burden to show that the proposed Mixed Use Development or Multi-family Development will not overload the Town's existing wastewater infrastructure.

240-7.5H Parking Requirements

- (1) Developments must provide a minimum of one parking space per dwelling unit on the property that contains the dwelling unit. An applicant may be granted a reduction in the residential parking requirement provided that a car sharing program is provided and approved by the Planning Board. Shared parking with commercial uses on the property may be allowed by the Permit Granting Authority.
- (2) Developments must provide a minimum of 1 space per 300 square feet of leasable floor area for non-residential uses.

240-7.5I Affordability Requirements

- (1) The following requirements shall apply to developments in the Mixed Residential and Commercial Overlay District:
 - a. Developments must be eligible for approval as Local Action Units (LAUs) through the Massachusetts Executive Office of Housing and Livable Communities (or successor agency) Local Initiative Program (LIP) or otherwise eligible for inclusion in the town's Subsidized Housing Inventory (SHI).
 - b. Developments must include an executed regulatory agreement in a form approved by the Falmouth Select Board and by the Executive Office of Housing and Livable Communities (EOHLC).
 - c. Twenty-five percent (25%) of the rental residential dwelling units shall be Affordable Dwelling Units, occupied by Eligible Households. One hundred percent (100%) of the rental dwelling units shall be eligible for inclusion on the town's Subsidized Housing Inventory (SHI).
 - d. Fifty percent (50%) of the ownership residential multifamily dwelling units shall be Affordable Dwelling Units, occupied by Eligible Households and eligible for inclusion on the town's Subsidized Housing Inventory (SHI).
 - e. The applicant will be required to contract with a public, non-profit, or private monitoring agency, qualified by the Massachusetts Executive Office of Housing and Livable Communities (EOHLC) or its successor, and approved by the Planning Board, to ensure that all affordable rental and ownership units initially and thereafter continue to qualify for the town's Subsidized Housing Inventory (SHI).
 - f. All residential rental dwelling units leased to an Eligible Household shall be leased for a minimum of one year and shall be occupied as the principal residence of the tenant(s). Rentals for less than one year are prohibited.
 - g. All residential ownership units sold to an Eligible Household shall be occupied as the principal residence of the homeowner and not rented out.

240-7.5J Additional Housing Provisions

- (1) Age restrictions. For any Mixed Use Development or Multi-family Development permitted through this section, there shall be no age restrictions placed on any of its housing units.
- (2) Long-term occupancy. For any Mixed Use Development or Multi-family Development permitted through this section, all housing units made available for rent must be rented on terms of not less than twelve months.

240-7.5K Procedure

- (1) Procedures
 - a. Any applications and plans submitted shall adhere to the requirements and procedures set forth in § 240-12.2, Site Plan Review and in Chapter 300, Article II Site Plan Review of the Town Code.
 - b. Notice to abutters is required within three hundred (300) feet of any part of the applicant's land, by regular mail, at least two weeks prior to the date of the Board's public meeting.
 - c. One notice publicized in a local newspaper, being no sooner than two weeks prior to the opening of the public meeting.

240-7.5L Decisions

- (1) The Planning Board may approve a proposed Mixed Use Development or Multi-family Development provided it makes the following findings:
 - a. The proposed development complies with all applicable requirements.
 - b. The proposed development provides affordable dwelling units as set forth in this section,
 - c. The proposed development avoids adverse impacts that the Board finds detrimental to the neighborhood.

240-7.5M Variance

- (1) The Planning Board may grant a variance in accordance with G.L. c. 40A, § 10. The Planning Board shall not grant a variance under this section to:
 - a. Allow a structure to exceed the Building Height requirement of this section;

- b. Allow a use that is otherwise prohibited by this section or the Zoning Bylaw;
- c. Vary from the Affordability Requirements of this section; and

The Planning Board shall also not take into consideration an applicant's economic hardship when considering whether to grant a variance.

240-7.5N Conflicts

Unless otherwise stated, the requirements of this section shall apply to uses and structures permitted under the regulations of this section. In the event of a conflict, the regulations of this section shall apply.

240-7.5O Severability

The provisions of this section are severable. If any court of competent jurisdiction shall invalidate any provision herein, such invalidation shall not affect any other provisions of this section. If any court of competent jurisdiction shall invalidate the application of any provision of this section to a particular case, such invalidation shall not affect the application of said provision to any other case within the Town.

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

Approval of this Article requires a simple majority Town Meeting vote.

ARTICLE 16: To see if the Town will vote to amend Chapter 240 - Zoning - of the Code of Falmouth, by deleting Section 240-9.1: Accessory Apartments in its entirety and inserting the text below in its place:

240 – 9.1 Accessory Apartments

240 – 9.1A Purpose

- (1) Purpose – The purpose of the accessory apartment section is to broaden the range of housing choices in Falmouth by increasing the number of small dwelling units; encourage greater diversity of the town's population by encouraging diversity in the housing stock; promote more economic and energy efficient use of the town's housing supply; and to maintain the appearance and character of the town's single-family neighborhoods.

240 – 9.1B Definition

Accessory Apartment – Notwithstanding Sections 240-11.2A(2), and 240-11.5B(2), this is an additional dwelling unit and for the purposes of this section shall be considered an accessory dwelling unit. Said accessory dwelling unit is a self-contained housing unit, inclusive of sleeping, cooking and sanitary facilities on the same lot as a principal dwelling, is subordinate in size and accessory to the principal dwelling on the lot, and is located either within the principal dwelling or within an accessory structure on the lot. An accessory apartment shall be constructed so as to maintain the appearance and essential character of a single-family dwelling or accessory structure thereto located on the lot.

240 – 9.1C Requirements

- (1) Only one accessory apartment shall be allowed per lot as of right.
- (2) A Special Permit from the Planning Board shall be required for more than one accessory apartment, or rental thereof, on a single lot.
- (3) The lot size shall be no less than 7,500 square feet (7,000 square feet minimum in sewer service areas).

- (4) Rental periods shall be not less than 6 months and weekly/monthly rentals (so called "summer rentals") are expressly prohibited. Neither the principal dwelling nor accessory apartment shall be used as commercial accommodations at any time.
- (5) The accessory apartment shall have no more than 2 bedrooms and a maximum of 900 square feet of gross floor area, or 50 percent of the gross floor area of the principal dwelling, whichever is less.
- (6) The footprint of a new detached accessory dwelling unit cannot exceed that of the principal dwelling.
- (7) A separate entrance shall be maintained, either directly from the outside of through an entry hall or corridor shared with the principal dwelling sufficient to meet the requirements of the state building code for safe egress.
- (8) An existing dwelling in excess of 4 bedrooms may convert 2 of the existing bedrooms into one accessory unit.
- (9) The total number of bedrooms on the lot shall not exceed 4 where the lot contains less than 20,000 square feet. A property that has a preexisting bedroom count that exceeds 4 bedrooms per 20,000 square feet of lot area can maintain that number of current bedrooms but cannot increase that number.
- (10) Accessory apartments located on lots within the Water Resource Protection Overlay District or the Coastal Pond Overlay District are subject to the provisions of those districts. In those districts, the total number of bedrooms shall not exceed one bedroom per 10,000 square feet of lot area. Properties that preexist with a density greater than one bedroom per 10,000 square feet in a Water Resource Protection Overlay District and/or in a Coastal Pond Overlay District can maintain their existing bedroom count but cannot increase that count.
- (11) Owners of properties in a Water Resource Protection Overlay District or in a Coastal Pond Overlay District that want to increase the number of bedrooms beyond the density outlined in § 240-9.1C(8) can only do so provided that:
 - a. Both the principal dwelling and accessory apartment are connected to the municipal sewer system, and only to the extent allowed within the applicable sewer district bylaw or regulation; or
 - b. An on-site septic system with enhanced nitrogen removal approved by the Board of Health is installed on the property.
- (12) Notwithstanding the requirements in § 240-14.1E, accessory apartments shall provide one parking space on the property. No additional parking space shall be required for an accessory apartment located not more than 0.5 miles from a commuter rail station, subway station, ferry terminal or bus station. All required parking for accessory apartments shall be located on the premise for which the activity it serves and shall not be permitted off-site or within the roadway right of way.

240 – 9.1D Design Standards

- (1) Design Standards – Accessory apartments, whether a part of new construction, reconstruction, alteration, change to a single-family residence, or within an attached or detached accessory structure, shall maintain the following standards:
 - a. The architectural effect, as the result of the accessory apartment being constructed within the principal dwelling, shall be that of a single-family residence consistent in its exterior character.
 - b. The architectural effect, as the result of the accessory apartment being constructed as a detached accessory structure shall be incidental to a single-family structure and in the same character and period of architecture as the primary resident.

240 – 9.1E Procedures

- (1) An accessory apartment constructed within an existing single-family dwelling, within an existing accessory structure attached thereto, or within an existing or new detached accessory structure shall, prior to the issuance of a building permit, obtain Site Plan Review approval from the Planning Board pursuant to § 240-12.2 of the Zoning Bylaw. The application for Site Plan Review shall include the

information contained in § 240-12.2D and Chapter 300 of the Town Code, unless waived by the Planning Board.

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

Approval of this Article requires a simple majority Town Meeting vote.

ARTICLE 17: To see if the Town will vote to amend Chapter 240 - Zoning - of the Code of Falmouth, by amending Section 240-6.1B: Agricultural Districts Use Table and Section 240-6.6B: Residence Districts Use Table by deleting all references to "Accessory Apartment – Attached" and "Accessory Apartment – Detached" in the Special Permit Uses section of the tables and inserting the following in the Accessory Uses section of the tables as shown below:

240 – 6.1B Use Table

N = Not allowed

Y = Allowed by-right

SP-Z = Zoning Board of Appeals Special Permit

SP-P = Planning Board Special Permit

Uses	Standards	AGAA	AGA	AGB
Accessory Uses				
Accessory Apartment	(See § 240-9.1)	Y	Y	Y

240 – 6.6B Use Table

N = Not allowed

Y = Allowed by-right

SP-Z = Zoning Board of Appeals Special Permit

SP-P = Planning Board Special Permit

Uses	Standards	SR-AA	SR-A	SR-B	SR-C	GR
Accessory Uses						
Accessory Apartment	(See § 240-9.1)	Y	Y	Y	Y	Y

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

Approval of this Article requires a simple majority Town Meeting vote.

ARTICLE 18: To see if the Town will vote to authorize the Select Board to dispose of or otherwise convey, all or a portion of two parcels of land located at 0 Locustfield Road and described as Assessors Parcel ID 23 02 010 004 and Assessors Parcel ID 23 02 010 005 for the purpose of creating, developing, and constructing affordable housing; and further authorizing the Town Manager to issue an RFP on such terms and conditions as he deems in the best interest of the Town to effectuate the purpose of this article. Or do or take any other action on the matter. On request of the Select Board.

ARTICLE 19: To see if the Town will vote to authorize the Select Board to dispose of or otherwise convey all or a portion of land located at 0 West Falmouth Highway and described as Assessors Parcel ID 26 04 057A 001 for the purpose of creating, developing, and constructing affordable housing; and further authorizing the Town Manager to issue an RFP on such terms and conditions as he deems in the best interest of the Town to effectuate the purpose of this article. Or do or take any other action on the matter. On request of the Select Board.

ARTICLE 20: To see if the Town of Falmouth will vote to authorize the Select Board to issue a Request for Proposal or otherwise convey one (1) parcel of land at 0 West Falmouth Highway, in West Falmouth, being land shown on the Assessors Map as Map 26 Section 04 Parcel 057A Lot 1, subject to an appropriate restriction that the land be used for affordable housing and upon such further terms and conditions as the Select Board deems appropriate, or do or take any other action on this matter. On petition of Addie Vaccaro Drolette.

ARTICLE 21: To see if the Town of Falmouth will vote to authorize the Select Board to issue a Request for Proposal or otherwise convey one (1) parcel of land at 21 Pheasant Lane, in East Falmouth, being land shown on the Assessors Map as Map 40 Section 11 Parcel 005 Lot 017, subject to an appropriate restriction that the land be used for affordable housing and upon such further terms and

conditions as the Select Board deems appropriate, or do or take any other action on this matter. On petition of Addie Vaccaro Drolette.

ARTICLE 22: To see if the Town of Falmouth will vote to authorize the Select Board to issue a Request for Proposal or otherwise convey one (1) parcel of land at 20 Brigantine Drive, in East Falmouth, being land shown on the Assessors Map as Map 11 Section 02 Parcel 007 Lot 121, subject to an appropriate restriction that the land be used for affordable housing and upon such further terms and conditions as the Select Board deems appropriate, or do or take any other action on this matter. On petition of Addie Vaccaro Drolette.

ARTICLE 23: To see if the Town will vote to appropriate a sum of \$1,900,000 from certified free cash for the purpose of financing a provisional pilot project, consistent with any recommendations from the Massachusetts Department of Environmental Protection and the Board of State Examiners of Plumbers and Gas Fitters, to evaluate urine diversion as a method for effectively reducing the amount of nitrogen and phosphorus entering town waters in support of the Town's Comprehensive Wastewater Management Plan and to determine how the same will be raised and by whom expended, or do or take any action on the matter. On petition of Matt Patrick, Ron Zweig, Hilda Maingay, Earle Barnhart, and Green Center, Inc.

ARTICLE 24: To see if the Town will vote to appropriate or transfer from the Community Preservation Fund a sum of money for the Falmouth Station HVAC Rehabilitation project located at 59 Depot Avenue; to determine how the same shall be raised and by whom expended. Or do or take any action on the matter. On request of the Community Preservation Committee.

ARTICLE 25: To see if the Town will vote to appropriate or transfer from the Community Preservation Fund a sum of money for the Highfield Hall Exterior Rehabilitation and Water Abatement project located at 56 Highfield Drive; and to authorize the Town Manager to enter into a grant agreement upon such terms and conditions as he shall deem appropriate; and to determine how the same shall be raised and by whom expended. Or do or take any action on the matter. On request of the Community Preservation Committee.

ARTICLE 26: To see if the Town will vote to appropriate or transfer from the Community Preservation Fund a sum of money to develop the conceptual plan for the Falmouth Community Play Space project to be located on Town-owned property at 416 Gifford Street; to determine how the same shall be raised and by whom expended. Or do or take any action on the matter. On request of the Community Preservation Committee.

ARTICLE 27: To see if the Town will vote to appropriate or transfer from the Community Preservation Fund a sum of money to complete the Shiverick's Pond Public Access Improvements project located on Town-owned property at 0 Katherine Lee Bates Road; to determine how the same shall be raised and by whom expended. Or do or take any action on the matter. On request of the Community Preservation Committee.

ARTICLE 28: To see if the Town will vote to appropriate or transfer from the Community Preservation Fund a sum of money for the Bell Tower Tennis Court Rehabilitation project located on Town-owned property at 0 Bell Tower Lane; to determine how the same shall be raised and by whom expended. Or do or take any action on the matter. On request of the Community Preservation Committee.

ARTICLE 29: To see if the Town will vote to appropriate, per M.G.L. c. 32 § 22(4)(a), the sum of \$75,000.00 to the Falmouth Contributory Retirement System Special Military Fund for the purpose of paying retirement contributions for employees who have been called to active military duty and to determine how the same shall be raised and by whom expended. Or do or take any other action on the matter. On request of the Falmouth Contributory Retirement Board.

ARTICLE 30: To see if the Town will vote to accept the provisions of M.G.L. c. 32 § 20(6) to provide an annual stipend to the Board Members of the Falmouth Retirement Board in the amount of \$4,500 per

year. Said increase is to be effective January 1, 2025. Or do or take any other action on the matter. On request of the Falmouth Contributory Retirement Board.

ARTICLE 31: To see if the Town will vote to amend the Town's Position Classification Plan. Or do or take any other action on the matter. On request of the Select Board.

ARTICLE 32: To see if the Town will vote to amend the Code of Falmouth by adding a new Section 173, Operation of Short-Term Rentals, including the text of the new sections below; and further to amend the Code of Falmouth by adding the civil fine for the new Section 173, Operation of Short-Term Rentals to Section 1-2(C) in the amount of \$300. Or do or take any other action on the matter. On petition of the Select Board.

1) Purpose and Intent.

This bylaw is enacted to provide, promote and foster a safe, healthy environment in which the residents of and visitors to Falmouth may live. By establishing an orderly process for identifying, registering and regulating Short-Term Rentals, the bylaw aims to protect against conditions that cause or create a nuisance and undermine the ability of residents to enjoy their property and the immediate neighborhood. These requirements intend to protect the ability of homeowners to rent their property and to preserve long standing economic opportunities for both year-round and seasonal residents. It is also the intent of this bylaw to prevent the corporate commercialization of homeownership for use as Short-Term Rentals and to inhibit further reduction of the stock of affordable year-round rentals. This bylaw is enacted pursuant to the Home Rule Authority of the Town as well as authority conferred to it by M.G.L. c. 64G § 14.

2) Definitions.

Owner. Any person who alone, or severally with others, has legal or equitable title or beneficial interest in any dwelling unit; a mortgagee in possession; or agent, trustee or person appointed by the courts. An Owner can be a single person, a marital unit, or a group of people. An LLC or Trust shall be considered an Owner only when every shareholder, partner, or member of the legal entity is a natural person.

Short-Term Rental. The rental of a whole or a portion of a dwelling unit, in exchange for payment in any form, as residential accommodations for not more than 30 consecutive days, excluding commercial accommodations as defined in Chapter 240 of the Falmouth bylaws.

3) License required to Operate a Short-Term Rental.

a. No dwelling unit or part thereof may be offered or operated as a Short-Term Rental within the Town Falmouth without first obtaining a license from the Board of Health, or designee. Licenses may be issued to owners of dwelling units upon submission and review of a complete application to the Board of Health, or designee.

b. Term of the license. Licenses shall be issued annually and shall expire, unless renewed, on a date set by the Board of Health, or designee.

c. License Fee. The cost of the license shall not be waived, discounted or prorated for any reason. The fee to operate a Short-Term Rental license under these bylaws will be set annually by the Select Board.

d. Minimum license application requirements. All applications for a license shall include, at a minimum, the following information:

- i) Trash and recycling plan
- ii) Parking plan, showing no more than one overnight parking spot per bedroom
- iii) 24-Hour contact information for local responsible person

- iv) Noise Control and nuisance provisions
- v) Proof of ownership
- vi) Description of the rooms or units to be rented
- vii) Proof of no outstanding taxes owed to the Town of Falmouth
- viii) Copy of certification of registration in accordance with M.G.L. c. 64G

e. Posting of the license. The license shall be posted on the premises in a conspicuous place along with the contact information for the local responsible person.

4) Compliance with other laws.

All Short-Term Rentals shall be registered with the Commonwealth of Massachusetts Department of Revenue and shall be operated in accordance with this bylaw and all local, state and federal laws and regulations.

5) Ownership of Short-Term Rentals.

- a. Short-Term Rentals are required to be owned by an Owner as defined under this bylaw.
- b. Short-Term Rentals are prohibited in dwellings owned by a corporation.
- c. No Owner shall be entitled to receive more than one license to operate a Short-Term Rental in the Town of Falmouth.
- d. No natural person who is a shareholder, partner, or member of an LLC or Trust shall be entitled to hold more than one license, either as an individual or as part of a legal entity.
- e. No Fractional Ownership, Interval or Time Share unit may engage in Short-Term Rental activities or be eligible to receive a Short-Term Rental license for such unit;

6) Prohibitions.

The following are prohibited for any Short-Term Rental:

- a. Commercial Events. A Short-Term Rental property shall not be used for a commercial event during its occupancy as a Short-Term Rental. Commercial events include luncheons, banquets, parties, weddings, meetings, charitable fundraising, commercial or advertising activities, or other gatherings for direct or indirect compensation.
- b. Affordable Housing Units. Short-Term Rentals are prohibited in dwelling units designated as affordable or otherwise income-restricted, which are subject to an affordability restriction or are otherwise subject to housing or rental assistance under local, state, or federal programs or law.
- c. Nuisance. No Short-Term Rental shall create or result in the disruption of the peace, tranquility, or safety of the immediate residential neighborhood through the production of noise, vibration, light, glare trash, fumes, odors, traffic, parking congestion, or any other nuisance beyond that which normally occurs in the immediate residential area.

7) Inspection.

Short-Term Rentals may be subject to inspection by the Falmouth Health Department, Fire Rescue Department, and the Building Department. Short-Term Rental Owners are required to provide access for the purpose of conducting safety inspections when necessary. Failure to provide access to an inspector upon request and after proper notice will invalidate the license to operate a Short-Term Rental until an inspection by the appropriate authority has been conducted, and all violations have been addressed to the satisfaction of the Department or the Town. Failure to comply with orders to correct deficiencies may result in penalties.

8) Violations.

The Board of Health, or designee, may cause an investigation into complaints of violations of this bylaw and any rules or regulations promulgated hereunder. The Board of Health may issue a notice of violation and, after a hearing and an opportunity to be heard, may, upon a showing of a preponderance of the evidence that a violation has occurred, place conditions upon, suspend or revoke the license. The Board of Health may issue a fine pursuant to non-criminal disposition or a may issue civil penalty.

9) Non-Criminal Disposition.

Any Owner who violates any provision of this bylaw or regulation promulgated hereunder may be subject to a civil fine. Where non-criminal disposition of this section is provided for in § 1-2 of the Falmouth bylaws, pursuant to the authority granted by M.G.L. c. 40 § 21D, said violation may be enforced in the manner provided in such statute. The civil fine for such violation shall be \$300 as set forth in § 1-2. Each day a violation occurs shall be a separate offense.

10) Civil penalty.

In accordance with M.G.L. c. 64G § 14(v), the Town may assess a civil penalty not to exceed \$5,000 for any violation of this bylaw or a regulation issued hereunder. Each day a violation continues shall be considered a separate offense.

11) Authority of the Board of Health.

The Board of Health is authorized promulgate rules, regulations, policies and procedures for the administration and enforcement of Short-Term Rental licenses and to effectuate the purpose of this bylaw, which may include the designation of all or part of the administration of the bylaw to the Falmouth Health Department.

12) Severability.

If any provision in this section shall be held to be invalid by a court of competent jurisdiction, then such provision shall be considered separately and apart from the remaining provisions, which shall remain in full force and effect.

13) Effective Date. The provisions of this Bylaw shall take effect on January 1, 2024.

ARTICLE 33: To see if the Town will vote to amend the Code of Falmouth, Section 172, Rental Property, by repealing certain sections, deleting portions of sections and inserting new provisions. The repealed provisions, deletions and insertions are illustrated as follows:

Chapter 172 Rental Property

Section 172-1. Registration required to determine occupancy limits.

(a) Any owner or agent who shall offer for rent or lease any building or portion thereof to be used for habitation, other than duly authorized or licensed premises, shall first register with the Health Agent ~~who shall determine the number of persons said building or portion thereof can legally accommodate.~~ Such registration shall remain effective until December 31st of the calendar year. ~~Occupancy shall be determined by application of the following formula: Two persons shall be allowed for each bedroom over one hundred~~

~~(100) square feet, provided that additional occupancy, as allowed upon Article II of the State Sanitary Code, 105 CMR 410.400(B), may be allowed upon inspection by the Board of Health, consistent with any applicable zoning provisions and the terms of the Federal Fair Housing Act.~~

(b) This Chapter 172 shall not apply to Short-Term Rentals.

~~Section 172-2. Fine for failure to register.~~

~~Any owner or agent who shall offer for rent or lease any building or portion thereof which has not been registered under § 172-1 shall be punished by a fine of not more than three hundred dollars (\$300.).~~

~~§ 172-3. Fine for exceeding occupancy limits.~~

~~If it is found that the number of occupants in any building or portion thereof used for habitation exceeds the number of the registered occupancy as required by § 172-1 of this chapter, or if no such registration shall be in effect, then the tenant, lessee or person in control of said building or portion thereof shall be punished by a fine of not more than three hundred dollars (\$300.).~~

Section 172-4. Posting of certificate of registration.

Any building or portion thereof registered by the provisions of this chapter shall have conspicuously posted therein a certificate of registration issued by the Board of Health which shall indicate, at a minimum, the number of occupants that may legally occupy said building or portion thereof, and the name, address and telephone number of the owner and the owner's agent, if applicable.

Section 172-5. (Reserved)

Section 172-6. Violations and penalties.

~~For penalty, see Chapter 1, General Provisions, Article I, Penalties. Violations of this bylaw may be enforced by a civil fine where non-criminal disposition of this section is provided in § 1-2 of the Falmouth bylaws, as amended, and pursuant to the authority granted by M.G.L. c. 40 § 21D. The penalty for violations of this bylaw shall be \$300 per offense, and each day that a subsequent or continuing violation occurs shall constitute a separate offense. The civil penalty for each such violation is also set out in § 1-2.~~

Section 172-7. Variances.

The Board of Health on petition of a property owner, may vary any provision of this chapter if, in its opinion, strict application of the chapter would constitute a manifest injustice and would not materially affect the safety or well-being of the occupants.

ARTICLE 34: To see if the Town will vote to repeal certain sections of a bylaw and amend the Code of Falmouth by deleting Chapter 150, Sections 1 through 4, Noise, in their entirety and inserting the sections below in their place and further to amend the Code of Falmouth, Section 1-2(C) for Chapter 150, by deleting the civil fine amount of \$50 and inserting in its place the amount of \$300. Or do or take any other action on this matter. On request of the Select Board.

§ 150. Noise Control.

(a) *Policy.* Excessive sound is a serious hazard to the public health, welfare, safety and quality of life. Controlling excessive noise assists with ensuring that members of the public are able to enjoy an environment free from the harms that accompany extreme levels or durations of sound. This bylaw shall apply to the emission of noise from any source within the Town of Falmouth.

(b) *Definitions.* For the purposes of this bylaw, the following words shall have the meanings ascribed herein.

Construction and Demolition. Any excavation, highway construction, land development or land clearing work, or the erection, demolition, alteration, repair, or relocation of any building or structure, which uses powered equipment such as backhoes, trucks, tractors, excavators, earth moving equipment,

compressors, motorized, or power hand tools, manual tools, or equipment of a similar nature as well as two-way radios or other communication equipment; or use of any equipment for recycling, screening, separating, or any other processing of soil, rocks, concrete, asphalt or other raw material.

Decibels (dB(A)). A unit of measurement for sound pressure levels; the "A" weighted scale is a sound level filter used to simulate the average human hearing profile.

Electronic devices. Any public address system, loud speaker, amplified musical instrument including a hand held device, and any other electronic noise producing equipment of any kind.

Emergency: Any occurrence or set of circumstance deemed by the Town Manager, the Commonwealth or the Federal Government to be necessary to restore, preserve, protect or save lives or property from imminent danger or loss of harm.

Noise Pollution. The production of noise that increases noises levels 10dB(A) or more above background noise level, except that if the noise source produces a tonal sound, an increase at 5dB(A) or more above background noise level is sufficient to cause noise pollution.

Person: Any individual, company, occupant, real property owner, tenant or agent in control of real property.

Sound Level Meter. Any instrument meeting Type I or Type II American National Standard Institute (ANSI) standards, consisting of a microphone, amplifier, filters, and indicating device, and designed to measure sound pressure levels accurately according to acceptable engineering practices.

Sound Pressure Level: The level of noise, expressed in decibels, as measure by a sound level meter.

Tonal sound: any sound with a constant, single frequency such as a whine, hum or buzz.

(c) *Noise Pollution Prohibited.* No person shall willfully or negligently create, cause or allow noise pollution by any means or from any source. Noise measurements shall be made at a distance of 50 feet from the source, or from the nearest roadway or location accessible by the public, whichever distance is less. All noise measurements shall be made with a Sound Level Meter.

(d) *Time Restrictions.*

(1) The generation of noise from all electric motors and / or internal combustion engines employed in yard, garden, or grounds maintenance is prohibited except during the following time periods:

(A) Between 7:00 am and 8 pm on weekdays; or

(B) Between 9:00 am and 8:00 pm on Saturdays, Sundays and legal holidays.

(2) The generation of noise from construction and demolition activity is prohibited except during the following time periods:

(A) Between 7:00 am and 7:00 pm on weekdays; or

(B) Between 8:00 am and 7:00 pm on Saturdays; or

(C) At anytime on Sundays or legal holidays without a waiver issued in accordance with Section (g) of this bylaw.

(e) *Pickleball.*

(1) Noise generated by pickleball play from an outdoor pickleball court shall not produce noise pollution in excess of 47 dB(A) measured at the nearest adjacent property lines for properties zoned for residential use or used for residential purposes.

(2) An outdoor pickleball court shall only be made available for use and shall only be used for pickleball between the hours of 8:00 am and 8 pm.

(3) No waivers may be granted for this section.

(4) No pickleball court, whether for public or private use, shall operate without a permit from the Town Manager, or designee. The Town Manager shall establish such rules governing the issuance of such permits and may promulgate further regulations concerning the operation of pickleball courts to be consistent with this bylaw.

(f) *Alternative Measurement Procedures.* If it is not possible to measure the Sound Pressure Level measurement at the distance as defined for specific equipment in Section (e), measurements may be made at an alternate distance and the level at the specified distance subsequently calculated. Calculations shall be made in accordance with established engineering procedures.

(g) *Waiver Provisions.*

- (1) The Town Manager, or designee, may grant a waiver from the provisions of this bylaw:
 - (A) for any activity otherwise forbidden herein;
 - (B) for an extension of time to comply with the provisions of this bylaw and any orders to abate the noise pollution; and
 - (C) when it can be demonstrated that bringing a source of noise pollution into compliance with the provisions of this bylaw would create an undue hardship on a person or the community.

(2) A person seeking a waiver must make a written application to the Town Manager, or designee. The Town Manager may establish procedures for the issuance of such waivers, to be consistent with the purpose of this bylaw.

(h) *Exemptions.*

(1) The emission of sound from emergency vehicles, or caused to be emitted by law enforcement or public safety personnel in the performance of emergency work, or in training exercises related to emergency activities

(2) The operation of a vehicle alarm system, provided the noise terminates within fifteen (15) minutes from the original complaint.

(3) Activities, other than construction or pickleball, conducted in public parks and playgrounds, and on public or private school grounds so long as authorized by the appropriate jurisdiction including but not limited to school athletic and school entertainment events.

(4) Occasional outdoor gatherings, public entertainment and sporting events provided said events are conducted pursuant to a permit or license issued by the appropriate jurisdiction.

(5) Operations of the Department of Public Works.

(i) *Enforcement.* The Falmouth Police Department shall be responsible for enforcement of this ordinance.

(j) *Penalties.* Any person who violates any provision of this bylaw shall be subject to a fine of three hundred dollars (\$300.00). Each day that such violation continues shall be considered to be a separate offense.

(k) *Non-criminal disposition.* Violations of this bylaw may be enforced by a civil fine where non-criminal disposition of this section is provided in § 1-2 of the Falmouth bylaws, as amended, and pursuant to the authority granted by M.G.L. c. 40 § 21D. The penalty for violations of this bylaw shall be \$300 per offense, and each day that a subsequent or continuing violation occurs shall constitute a separate offense. The civil penalty for each such violation is also set out in § 1-2.

(l) *Severability.* If any section of this bylaw shall be held to be invalid by a court of competent jurisdiction, then such section shall be considered separately and apart from the remaining provisions of this bylaw, which shall remain in full force and effect.

ARTICLE 35: To see if the Town will vote to amend Chapter 240 - Zoning - of the Code of Falmouth, by deleting Section 240-9.6: Home Occupation in its entirety and inserting the text below in its place:

240 – 9.5 Home Based Business

240 – 9.5A Purpose

- (1) Purpose – The purpose of § 240-9.5 is to allow the residents of the Town of Falmouth to operate a home based business on their property, subject to the provisions of this section, provided that the residential character of neighborhoods, and the residential rights of neighbors are preserved, while reasonably allowing residents to utilize their dwelling, to enhance or fulfill personal economic goals.

240 – 9.5B General Requirements

- (1) Outward Appearance – There shall be no change in the outside appearance of the premises, nor any other visible evidence of such home based business other than one nonilluminated sign, not exceeding 2 square feet in area. All home based businesses conducted therein must be inscribed or displayed, if at all, on the one sign. There shall be no exterior storage of material or equipment.
- (2) Gross Floor Area – A home based business is allowed provided that not more than 30% of the gross floor area of the dwelling unit shall be used in the conduct of any or all home based businesses. The area devoted to home based businesses may be allocated between the dwelling unit and accessory building, but in no case shall the total floor area of the home based business exceed 30% of the gross floor area of the dwelling unit.
- (3) Traffic and Parking – No traffic shall be generated by home based businesses in greater volume than would normally be expected in that residential neighborhood, nor which jeopardizes the traffic safety of that neighborhood. A home based business may increase parking by not more than 2 additional vehicles at a time. Parking generated by the conduct of the home based business shall be provided on the same lot as the home based business and shall not be located in a required front yard or within 5 feet of any side or rear property line.
- (4) Employee – Only family residents may be regularly employed on the premises in connection with the home based business. The Zoning Board of Appeals may grant a special permit for up to two people who are not family members, to be a regularly employed on the premises of the home based business.

240 – 9.5C Special Permit Required

A home based business which may have possible impacts to the neighborhood relating to outward appearance, noise, vibration, flare, fumes, odors, or electrical interferences, detectable to the normal senses off the lot may be permitted provided that a special permit is first obtained from the Zoning Board of Appeals subject to the provisions of § 240-9.5B herein, and subject to the specific standards for such conditional uses as required in this section. But in no case shall the total floor area of the home based business exceed 30% of the gross floor area of the dwelling unit.

The special permit shall be issued to the Applicant only, for their residence, and shall not be transferable to another person, or to another location.

- (1) Criteria – A special permit shall be required for certain home based businesses as follows.
- a. In acting on the special permit application, the Board may approve an application that demonstrates compliance with all applicable requirements of § 240-9.5B above and the following criteria:
 - i. Up to 4 company vehicles may be allowed to park overnight on the premises with the following conditions:
 - All company vehicles must be kept on a driveway, in a garage, or within a screened area in a side or rear yard that effectively screens the vehicle from view.
 - No more than 2 company vehicles may be kept on any driveway area.
 - Unless specifically approved by the Board no ungaraged company vehicle shall be parked overnight within 5 feet of any lot line or within 15 feet of any off-premise dwelling in existence as of the effective date of this bylaw.
 - Company vehicles shall be limited to the following types: passenger car, minivan, van, sport utility vehicle (SUV), pick-up truck, or other truck not to exceed 13,000 pounds GVW except as may permitted by the Board in accordance with § 240-6.1B, under the Special Permit – Accessory Use category, for the outside parking of commercially registered vehicles.
 - ii. The maximum amount of exterior storage shall not exceed 10% of the lot area, with the following conditions:
 - All exterior storage, including vehicles and trailers, shall be completely screened from view.
 - Any exterior storage shall not be closer than 30 feet to any off-premise dwelling in existence as of the effective date of this bylaw.
 - Unless specifically approved by the Board, no exterior storage shall occur within 5 feet of any lot line.
 - No exterior storage shall be allowed within any front yard area as defined in ARTICLE 3 DEFINITIONS. Materials that require use of a motorized device to off-load or load shall not be stored on the premises of a home based business.
 - iii. There shall not be more than 2 employees who are not family members assigned to work on the premises of the home based business, under the following conditions:
 - No work other than moving goods, materials, or equipment shall occur outside a structure on the premises.
 - The business may employ other individuals to perform work at off-site locations and limited visits of an occasional nature to the premises by such employees shall not constitute employment on the premises for the purposes of § 240-9.5B(4). However, limited employee visits to the business to pick up work assignments or supplies may occur, provided no such visits shall occur more than twice a day, exceed 30 minutes, and are made only during regular business hours.
 - iv. Hours of operation, equipment management requirements, storage of equipment, and other conditions necessary for the issuance of the special permit shall be as follows:
 - Except for emergency situations, regular business hours for the home based business, as well as any loading or off-loading of equipment, materials or supplies, shall be limited to between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday.
 - No vehicles used by the home based business for delivery or pick-up purposes shall exceed 13,000 pounds of gross vehicle weight, except as permitted under § 240-6.1B (Accessory Use).
 - There shall be no operating or servicing of motorized equipment used by the home based business on the premises of that business or within the layout of a street or way on which the premises has frontage, except for normal business activities in connection with providing services to a customer of the business on the street or way; this provision specifically excludes the operation of licensed company vehicles.
 - Company vehicles shall be serviced off-site in an approved vehicle service facility.
 - Motorized equipment, such as lawnmowers and so-called "bobcat" excavation machines, may be loaded and off-loaded only between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday. All such loading and off-loading shall take place only within a driveway, garage, or equipment storage area on the business premises and not within

any street or way, except for normal business activities in connection with providing services to a customer of the business.

- There shall be no stockpiling or storage of landscape materials, including but not limited to: topsoil, sand or other fill material, crushed stone, gravel, seashells, seaweed, mulch, or wood chips for resale, by any home based business.

(2) Additional Special Permit Criteria – In addition to § 240-9.5A(1) and the criteria found in § 240-12.1E, the Zoning Board of Appeals shall find the following criteria have been satisfied:

- a. The ways providing access are adequate and can safely accommodate the traffic of the home based business to and from the site.
- b. The Board shall limit the number of employees or subcontractors who routinely visit the site for the purposes of § 240-9.5B(1)c.iii., above, taking into consideration neighborhood characteristics and the nature of the home based business.
- c. The Board shall make a finding that the hazardous materials storage requirements of the Water Resource Protection Overlay District have been satisfied.
- d. For other special permits that may be applied for, including applications under § 240-6.1B, under the Special Permit – Accessory Use category - Accessory Uses, the Board shall consider the combined effects associated with each application.

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

Approval of this Article requires a 2/3 Town Meeting vote.

ARTICLE 36: To see if the Town will vote to amend Chapter 240 - Zoning - of the Code of Falmouth, by amending Section 240-3.2: Definitions by deleting all references to "Home Occupation" and "Home Based Service Business" and inserting the following text as shown below:

Home Based Business – Use of a portion of a dwelling unit, or an accessory building which is clearly incidental and subordinate to its use for residential purposes, by its residents, for a business, profession, or trade involving providing a service, or the crafting, preparation, sale, or delivery of goods, but excluding any manufacturing, or assembly work. For the purposes of this definition the home based business must be owned and operated by the resident of the premises.

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

ARTICLE 37: To see if the Town will vote to amend Chapter 240 - Zoning - of the Code of Falmouth, by deleting Article 10: Nonconforming Uses, Structures, and Lots in its entirety and inserting the text below in its place:

ARTICLE 10 NONCONFORMING STRUCTURES, USES & LOTS

240 – 10.1 Applicability

240-10.1A – Preamble & Overview

- (1) NONCONFORMING STRUCTURES, USES, AND LOTS – Nonconforming structures, uses, and lots shall be understood to mean structures, uses, and lots that do not conform to the Zoning Bylaw. Nonconforming structures, uses, and lots that had conformed to the Zoning Bylaw, but that became nonconforming upon adoption or amendment of the Zoning Bylaw, shall be understood to be lawful, pre-existing nonconforming structures and uses. Additionally, where state law expressly declares a nonconforming structure to be deemed a legally nonconforming structure – such as in G.L. c. 40A, § 7 and in § 240-10.3 of this Bylaw – it shall be understood to be a legally nonconforming structure in the application of both state law and this Bylaw.
- (2) STATE AND TOWN REGULATORY AUTHORITY – Nonconforming structures, uses, and lots are regulated by both the State Zoning Act (G.L.c.40A, § 6) and by Town of Falmouth Chapter 240 Zoning. All structures, uses, and lots within the Town shall comply with this Bylaw unless exempted under the state law.

- (3) GOVERNING PROVISIONS – Except as otherwise expressly governed by other sections of this Bylaw, the provision of ARTICLE 10, shall govern.
- (4) PURPOSE – It is the purpose of this Bylaw to discourage the perpetuity of nonconforming structures, uses, and lots where possible.

240-10.1B – Preemptive Provisions of G.L. c. 40A, the Zoning Act

- (1) FIRST NOTICE – “First Notice” refers to the first notice of the planning board public hearing on a zoning bylaw or map amendment as required by G.L. c. 40A, § 5.
- (2) CHAPTER 40A, § 6 CONFLICT – No provision of this Bylaw shall be interpreted or applied so as to conflict with the preemptive provisions of G.L. c. 40A, § 6. Zoning bylaws adopted and amended shall not apply to:
 - a. Building Permits – building permits issued before the first notice provided that construction commences within 12 months after the issuance of the permit and is thereafter continued through to completion as continuously and expeditiously as reasonable and provided further that no design changes occurring after the issuance of the building permit shall increase the intensity of the development of the building to which the building permit relates,
 - b. Special Permits – special permits issued before the first notice provided the special permit has been exercised within a period of 12 months.
 - c. Uses Lawfully Begun – uses lawfully begun before the first notice. However, this Bylaw shall apply to any change or substantial extension of such use.
 - d. Structures Lawfully in Existence Before the First notice – Except as stated in the preemptions listed in §240-10.1B(1)e, the Bylaw shall apply to:
 - i. any reconstruction, extension, or structural change of the structure; and
 - ii. any alteration of a structure begun after the first notice to provide for its use for a substantially different purpose or for the same purpose, in a substantially different manner or to a substantially greater extent.
 - e. Single- and Two-family Residential Structures – Zoning bylaws adopted or amended shall not apply to the alteration, reconstruction, extension, or structural change to a single or two- family residential structure that does not increase the nonconforming nature of the structure. Where the alteration, reconstruction, extension, or structural change increases the nonconforming nature of the structure, that exemption shall apply where the Zoning Board of Appeals finds that it is not substantially more detrimental to the neighborhood.
 - f. All Other Structures – Zoning bylaws adopted or amended shall apply to the alteration, reconstruction, extension, or structural change to all structures other than those preempted under §240-10.1B(1)e, above, where the Zoning Board of Appeals finds that the alteration, reconstruction, extension, or structural change:
 - i. does not increase the nonconforming nature of the structure, and
 - ii. is not substantially more detrimental to the neighborhood.

240-10.1C – Applicability

- (1) LAWFUL STRUCTURES/USES NOT APPLICABLE – Except as otherwise provided, Article 10 shall not apply to structures or uses lawfully in existence or lawfully begun, or to a building permit or special permit issued before the first notice of public hearing.
- (2) LAWFUL STRUCTURES/USES APPLICABLE – However, this Bylaw shall apply to the following:
 - a. a change or substantial extension of the use referenced in (1) above, or
 - b. a building permit or special permit issued after the first notice of the public hearing, or
 - c. any reconstruction, extension, or structural change of such structure, or
 - d. any alteration of a structure begun after the first notice of a public hearing to provide for its use in a substantially different purpose or for the same purpose in a substantially different manner or to a substantially greater extent, except where alteration, reconstruction, extension, or a structural change to a one-family or two-family residential structure does not increase the nonconforming nature of the structure.

- (3) EXTENSION OR ALTERATION OF PRE-EXISTING NONCONFORMING STRUCTURES/USES – Pre-existing nonconforming structures or uses may be extended or altered, provided no extension or alteration shall be permitted unless there is a finding by the Zoning Board of Appeals that the extension or alteration shall not be substantially more detrimental to the neighborhood than the existing nonconforming structure or use.
- (4) CONFORMANCE WITH BYLAW AMENDMENTS – Construction or operations under a building permit or special permit shall conform to any subsequent amendments to this Bylaw unless the use or construction is commenced within a period of 12 months after the issuance of the permit and, in cases involving construction, unless that construction is continued through to completion continuously and expeditiously.
- (5) TWO OR MORE RESIDENTIAL DWELLINGS ON A SINGLE LOT – Anything to the contrary in this Bylaw notwithstanding, § 240-10.1C shall not apply to the residential use of 2 or more dwellings on a single lot, which shall be deemed a preexisting nonconforming use if commenced prior to May 19, 1959. This use may only be altered, extended, or modified by special permit provided the Zoning Board of Appeals finds, through a preponderance of credible evidence, that the use commenced prior to May 19, 1959, and has not been abandoned or not used for a period of 2 years or more. In approving any alteration, extension, or modification the Board shall require that the number of dwelling units be limited to the same as in existence on May 19, 1959.

This Section shall not apply to Accessory Apartments as regulated in §240-9.1 of this Bylaw.

- (6) STRUCTURES IN EXISTENCE AS OF JANUARY 1, 1970 – Any residential structure in existence as of January 1, 1970, not protected by the sections of Article 10, will be deemed to be conforming to the dimensional requirements of these bylaws, but any alteration, reconstruction, extension or structural change must conform to the current bylaw dimensional requirements.
- (7) HEIGHT INCREASE – In cases where the applicant seeks to increase the height of any structure that encroaches on a required setback, where any increase in height will occur within the encroachment, there shall be no alteration as of right under this section.

240-10.1D – Meaning to be Ascribed to “Nonconforming Nature” and “Substantially more Detrimental”

- (1) NOT INCREASING THE NONCONFORMING NATURE OF A STRUCTURE/USE – Wherever in this Bylaw reference is made to not increasing the nonconforming nature of a structure or use or to any alteration, reconstruction, extension, or structural change thereof, there being no statutory definition or otherwise prescribed meaning that must be assigned thereto, that determination shall be understood to be governed by the express provisions of this Bylaw that specifies its meaning and application to particular structures or uses.
- (2) NOT SUBSTANTIALLY MORE DETRIMENTAL – Wherever in this Bylaw reference is made to a determination that a structure or use, or to any alteration, reconstruction, extension, or structural change thereof, is not substantially more detrimental to the neighborhood, that determination shall be made only upon the permit granting authority or special permit granting authority making all of the following subsidiary findings of relevant facts specific to a particular structure or use:
 - a. the nonconforming structure or use reflects the nature and purpose of the structure or use prevailing when the bylaw took effect;
 - b. the nonconforming structure or use is not different in quality, character, or degree from that prevailing when the bylaw took effect; and
 - c. the nonconforming structure or use is not different in kind in its effect on the neighborhood.

240 – 10.2 Nonconforming Structures

240-10.2A – Nonconforming Single-family or Two-family Dwelling

- (1) PERMITTED – Alteration, reconstruction, extension, or structural change to a single-family or two-family residential structure, or accessory structure thereto, that does not increase the nonconforming nature of that structure shall be permitted.
- (2) FINDING REQUIRED – No alteration, reconstruction, extension, or structural change to a single-family or two-family residential structure, or accessory structure thereto, that increases the nonconforming nature of that structure, or creates a new nonconformity, shall be permitted unless there is a finding by the Board of Appeals that the proposed alteration, reconstruction, extension, or structural change will not be substantially more detrimental to the neighborhood.

240-10.2B – Nonconforming Structures Other Than Single-family or Two-family Dwellings

- (1) VARIANCE REQUIRED – No alteration, reconstruction, extension, or structural change to any structure, other than a single-family or two-family residential structure governed by § 240-10.2A above, that increases the nonconforming nature of that structure, or creates a new nonconformity, shall be permitted except by the approval of a variance by the Zoning Board of Appeals.
- (2) FINDING REQUIRED – Alteration, reconstruction, extension, or structural change to any structure other than a single-family or two-family residential structure that does not increase the nonconforming nature of the structure may be allowed upon a finding by the Zoning Board of Appeals that it will not be substantially more detrimental to the neighborhood.

240-10.3 Existing Nonconforming Structures and Uses

240-10.3A – Conformance with G.L. c. 40A, § 7

The provisions of § 240-10.3 govern structures and uses in existence so as to conform to the provisions of G.L. c. 40A, § 7.

- (1) STATUS AS A LEGALLY NONCONFORMING STRUCTURE – The following requirements shall be used to determine if a structure is a legally nonconforming structure:
 - a. if real property has been improved by the erection or alteration of one or more structures, and
 - b. if the structures or alterations have been in existence for a period of at least 10 years, and
 - c. if no notice of an action, suit, or proceeding as to an alleged violation of G.L. c. 40A or of this Bylaw has been recorded within a period of 10 years from the date the structures were erected, then
 - d. the structures shall be deemed, for zoning purposes, to be legally nonconforming structures in accordance with to G.L. c. 40A, § 6, and to the provisions of this Bylaw.
- (2) LEGALLY NONCONFORMING USE – No nonconforming principal use of a structure shall be extended. However, a nonconforming use of a structure may be changed to another nonconforming use by special permit, provided the permit granting authority finds that the new use is not a substantially different use and not substantially more detrimental to the neighborhood than the existing use.
- (3) TEN-YEAR LIMIT TO FILE CIVIL OR CRIMINAL ACTION – No criminal or civil action intended to compel the removal, alteration, or relocation of a structure by reason of an alleged violation of G.L. c. 40A or of this Bylaw, or the conditions of a variance or special permit, shall be maintained unless the action, suit, or proceeding is commenced and notice is recorded within 10 years of the commencement of the alleged violation. Structures that qualify under this provision shall be considered to be non-conforming structures and are entitled to treatment as provided in the section.
- (4) SIX-YEAR LIMIT IF IN CONFORMANCE WITH THE BUILDING PERMIT – If real property has been improved and used in accordance with the terms of the original building permit, no criminal or civil action intended to compel the abandonment, limitation, or modification of the use allowed by the permit or the removal, alteration, or relocation of a structure erected in reliance upon the permit by reason of an alleged violation of G.L. c. 40A or of this Bylaw or the conditions of a variance or special permit, shall be maintained unless the action, suit, or proceeding is commenced and notice of the action, suit, or proceeding is recorded within 6 years of the commencement of the alleged violation.

- (5) NOTICE – Notice of any action, suit, or proceeding commenced, as referred to in § 240-10.3A, shall be understood to mean a notice recorded in the registry of deeds or, in the case of registered land, a notice filed in the registry district of the Land Court.

240-10.4 Nonconforming Lots

240-10.4A – Lot Shape and Size

LOT CHANGE – Any lot, or open space on a lot, including yards and setbacks, shall not be reduced or changed in area or shape such that the lot, open space, yard, or setback is made nonconforming or more nonconforming unless a special permit has been granted under the provisions of this Bylaw. However, this section shall not apply in the case of a lot where a portion of the lot is taken for a public purpose.

240-10.4B – Miscellaneous Provisions

- (1) APPLICABILITY – The erection, extension, or moving of a structure or the creation or change in size or shape of a lot (except through a public taking) shall meet the minimum requirements set forth in ARTICLE 11, DIMENSIONAL REGULATIONS, unless otherwise expressly provided by this Bylaw or by GL c. 40A, § 6. The shape of 2 or more contiguous existing lawful building lots may be changed provided the area of each lot remains the same or meets the current minimum requirements in the zoning district and the total number of buildable lots is the same or less. No lot reconfigured under this § 240-10.4B shall lose its buildable status, and no new nonconforming lot shall be created.
- (2) LOT DIVISION – Where a lot is formed from a part of a lot already occupied by a building, such separation shall be affected in a manner as not to impair any of the requirements of this Bylaw with respect to the existing building and all yards and other open space regarding the lot and no permit shall be issued for the erection of a new building on the new lot unless it complies with all provisions of this Bylaw.
- (3) NONCONFORMING LOTS – Any nonconforming lot having at least 50 feet of frontage on a street shall be eligible to apply for a building permit, if it conforms to the provisions of any of the following Subsections (3)(a) through (3)(g).
 - a. Any increase in area or lot width requirements in the Zoning Bylaw shall not apply to a lot shown on a plan, or described in a deed duly recorded at the Registry of Deeds as of January 1, 1981, for single-family residential use which at the time of the Zoning Bylaw change:
 - i. was not held in common ownership with any adjoining land; and
 - ii. was not otherwise protected by GL c. 40A, § 6;
 - iii. conformed to then-existing requirements; and
 - iv. had at least 7,500 square feet of area and 50 feet of frontage.
 - b. Any lot not held in common ownership with any adjoining land as of January 1, 1981, not protected by § 240-10.4B(3)a., shall be eligible to apply for a building permit if the lot has at least:
 - i. 40,000 square feet of area in an AGAA/RAA District;
 - ii. 20,000 square feet of area in an AGA/RA/PU District;
 - iii. 10,000 square feet of area in an AGB/RB District; or
 - iv. 7,500 square feet of area in an RC/GR District for single-family construction only.
 - c. Any lot not held in common ownership with adjoining land as of January 1, 1981, not protected by §§ 240-10.4B(3)a. and (3)b., may apply to the Board of Appeals for a special permit to construct a single-family residence, if the lot has at least 7,200 square feet of area. If the petitioner's lot is located within a Water Resource Protection District, or within 300 feet of an estuary, hereinafter defined as a saltwater passage, wherein the tide meets a flow of freshwater, or within 300 feet of a tidal marsh, tidal pond, or tidal river as defined, or within 300 feet of a water body listed in § 240-7.2, the Coastal Pond Overlay District, the Zoning Board of Appeals shall require:
 - i. information on the location of public and private wells within 300 feet of the site;
 - ii. a nutrient analysis of the receiving waters, taken from the site or from adjacent, undersized lots;

- iii. a projection of the cumulative impact on water quality with the increased density; and
- iv. a determination that the majority of the lots within the neighborhood are already developed, in addition to the criteria specified in § 240-12.1E.

The Zoning Board of Appeals is encouraged to transmit the petition referred to in the §§ (3)(c)i.-iv. above to the Board of Health, the Board of Public Works, and the Planning Board, in accordance with § 240-12.1G. The responses of the Boards to which the petition is referred shall become a part of the decision record. The Zoning Board of Appeals may impose certain restrictions designed to protect or improve the water quality of the area, including, but not limited to:

- i. a requirement to keep the lot in its natural vegetative state;
 - ii. maximum lot coverage;
 - iii. limitations on other ordinarily permitted uses which would tend to degrade the water quality;
 - iv. seasonal uses; and
 - v. other health and environmental hazards.
- d. Any lot that was vacant as of January 1, 1981, and was held in common ownership with adjoining lots may be treated as not held in common ownership if, as of January 1, 1981, a dwelling was in existence on all the other commonly held, contiguous lots, or if subsequent to January 1, 1981, the lot was no longer held in common ownership and a dwelling was permitted by special permit on each of the adjoining lots.
- e. Any lot not held in common ownership with any land as of January 1, 1981, not protected by Sections 240-10.4B(3)a. or (3)b., may be eligible to apply for a building permit, without the benefit of the special permit required under Section 240-10.4B(3)c., if either:
- i. the petitioner acquires another undersized vacant lot within the subdivision or immediate surrounding neighborhood and records a covenant at the Registry of Deeds running in favor of the Town prohibiting the erecting of any structure thereon; or
 - ii. the petitioner acquires the development rights on another undersized vacant lot within the same subdivision and covenants a permanent development restriction against the development rights on the subject lot, such that the total of the area of the lot to be built upon plus the assignable area of the lot to be restricted equal the minimum size requirements of Section 240-10.4B(3)a.
- More than one petitioner may participate in the acquisition of the undersized vacant lot or the entire lot, as long as the sum of the restricted development area assignable to each petitioner does not exceed the sum of the area of the restricted lot.
- f. Any lot held in common ownership with any adjoining land as of January 1, 1981, not protected by Section 240-10.4B(3)d, may apply to the Planning Board for a special permit to construct a single-family residence on the following 2 conditions:
- i. that the lots are on roads which have been constructed as of April 1, 1982, in accordance with Chapter 305, the Subdivision Rules and Regulations of the Town of Falmouth, and
 - ii. that if the lots are re-subdivided so that the total area of the commonly held lots, when divided by the number of building permits to be requested, results in an area of land per single-family residence that equals at least 75% of the existing requirements for that zoning district.

The additional criteria specified in Section 240-10.4B(3)c shall also be considered. In addition, the Planning Board may set aside one of the created lots as an open space lot as allowed under G.L.c. 41, § 81U.

- g. Any lot in an RB or AGB Zoning District, shown on a plan or described in a deed duly recorded at the Registry of Deeds before January 1, 1975, with an area of at least 20,000 square feet, shall be eligible for a building permit by right, as long as the lot width is 100 feet or greater, provided that the lot conforms to all other requirements of the Zoning Bylaw.
- h. Any lot in a GR, RC, RB, RA, AGB or AGA Zoning District not held in common ownership with adjoining land as of January 1, 1994, shown on a plan filed at the Registry of Deeds before April 4, 1988, with an area of at least 45,000 square feet, lot width of at least 150 feet, and frontage of at least 100 feet, shall be eligible for a building permit by right. In addition, on any such lot otherwise ineligible for a building permit the number of bedrooms shall not exceed one bedroom per 13,500 square feet of lot area, unless additional bedrooms are allowed by special permit. The Board of Appeals shall impose conditions to preserve and protect existing and potential sources of drinking water, including required use of a sewage disposal system with enhanced nitrogen removal.

- (4) ONE DWELLING PER LOT – Not more than one dwelling shall be erected on a single lot, except for multifamily use as allowed within designated zoning districts.
- (5) TWO OR MORE DWELLINGS PER LOT – An existing, nonconforming use of 2 or more structures on a single lot, as of January 1, 1981, not previously used for year-round habitation, may not be altered, reconstructed, extended or changed structurally, except by special permit from the Board of Appeals. Year-round habitation is deemed to be an extension of use.

240-10.5 Restoration, Abandonment, Non-use

240-10.5A – Restoration, Abandonment, Unsafe Structures

- (1) DAMAGE & RESTORATION – Reconstruction of a legally nonconforming structure damaged or destroyed by fire or other accidental or natural cause, other than flood damage sustained to structures within Zones A and V Floodplains shown on the Flood Insurance Rate Maps of Falmouth, shall be allowed if:
 - a. the reconstruction is substantially in the form it had at the time of damage or destruction;
 - b. the reconstruction is in any form if within applicable setback requirements and not larger than previously; and
 - c. if reconstruction is started within 24 months, and completed within 36 months, of the damage or destruction.
- (2) USE ABANDONMENT – A specific nonconforming use shall be considered abandoned when the premises have been converted to another specific use, whether conforming or nonconforming, or when the characteristic equipment and the furnishing of the nonconforming use has been removed from the has not been replaced by similar equipment within 2 years, unless other facts show intention to resume the nonconforming use.
- (3) ABANDONMENT & REESTABLISHMENT – A nonconforming use or structure that has been abandoned, demolished without reconstruction, or not used for a period of 2 years, shall lose its protected status and shall be subject to this Bylaw; however, the Zoning Board of Appeals may grant a special permit for the reestablishment of a nonconforming use or structure where such reestablishment does not result in substantial detriment to the neighborhood. In determining if the proposed reestablished use or structure would be detrimental, the Board shall consider the following:
 - a. lot size;
 - b. existing building coverage;
 - c. available on-site parking;
 - d. traffic patterns;
 - e. access to public ways;
 - f. intended use of the site and/or structure; and
 - g. protection of public safety and convenience.
 - h. the extent to which the abandoned structure has deteriorated due to the neglect of the property owner.
- (4) UNSAFE STRUCTURE – A nonconforming structure determined by the Building Commissioner to be unsafe may be restored to a safe condition, provided the work on that structure shall be completed within one year of the determination that the structure is unsafe and the restoration work shall not place the structure in greater nonconformity. The Board of Appeals may extend the one year time limit by the grant of a special permit.

240-10.6 Findings and Exemptions

240-10.6A – Standards Applicable to a Finding of "substantially more detrimental to a neighborhood"

- (1) STANDARDS AND CRITERIA – Recognizing the need to provide guidelines for determining actions that may be substantially more detrimental to the neighborhood and the Town, and recognizing there are basic and consistent principles of zoning which are broadly accepted, the following standards shall apply to the granting of a special permit, or in making a finding that a structure or use is not substantially more detrimental:

- a. the factors enumerated in § 240-12.1E.;
- b. the change, alteration, or extension of the structure or use may be allowed as maintaining or lessening any nonconformity without having to meet existing dimensional requirements; however, the extension of a structure may be considered substantially more detrimental after the Zoning Board of Appeals considers whether the extension extends or creates a new dimensional nonconformity, impairs views or vistas, or does not reasonably conform to the average dimensions found in the neighborhood; and
- c. where the proposed use is regulated by other sections of this Bylaw, the applicable standards of those sections shall also be considered in determining whether the proposal is substantially more detrimental.

(2) **FINDING** – Whenever a finding is prescribed in this Bylaw it shall be understood to mean facts found by the Zoning Board of Appeals in accordance with procedures established by the Board that are consistent with state law. The Zoning Board of Appeals may adopt procedures analogous to those used for special permit applications, so long as the Board's final action is limited to making the finding or findings specified in this Bylaw.

240-10.6B. Exemptions

- (1) **ALTERATION** – Alteration, reconstruction, extension, or structural change to a nonconforming single-family or two-family structure shall not be considered an increase in the nonconforming nature of the structure and shall be permitted by right under the following circumstances:
 - a. normal repairs or replacement of parts of any nonconforming structure, provided this repair or replacement does not constitute an extension of a nonconforming use of the structure;
 - b. alteration to a conforming structure where the alteration will also comply with all applicable sections of this Bylaw in effect at the time of application, if the existing structure is located on a lot which is nonconforming as the result of a zoning change;
 - c. alteration within the existing footprint of a nonconforming structure to comply with requirements of the Massachusetts Building Code;
 - d. alteration to a nonconforming structure where the alteration will comply with all applicable sections of the Zoning Bylaw in effect at the time of application and will not increase the habitable space;
 - e. alteration to a nonconforming structure on a lot of at least 20,000 square feet, where the alteration will comply with all applicable sections of the Bylaw in effect at the time of application, including, setback, yard, building coverage, and height requirements.
- (2) **INTERIOR ALTERATION** – Interior alteration of any otherwise conforming structure that does not change the nature of, nor increase the intensity of, a nonconforming use, and interior alterations of preexisting nonconforming structures for a use or uses that are otherwise allowed by zoning is exempt.
- (3) **COMMERCIAL ACCOMMODATION STRUCTURE** – Reconstruction of any permitted commercial accommodation structure or unit(s), if for the purpose of rehabilitation or upgrade, and if the commercial accommodation was licensed and operational for the 3 years prior to the rehabilitation upgrade is exempt. The reconstruction shall not allow rebuilding at a greater density, greater height, or at a different location than previously existed.
- (4) **ACCESSORY USES & STRUCTURES** – Accessory uses and structures are not exempted under § 240-6B.

OPEN SESSION

CONSENT AGENDA

1. Licenses

- a. Consider approval of an application for a Special One-Day All Alcoholic Beverages License – Boston Society of Landscape Architects, Inc. to be exercised at AutoCamp Cape Cod located at 836 Palmer Avenue, Falmouth – Tuesday, 9/17/24 from 3:00 p.m. to 9:00 p.m.



AGENDA ITEM SUMMARY SHEET

ITEM NUMBER: Consent Agenda #1a

ITEM TITLE: Consider approval of an application for a Special One-Day All-Alcohol Liquor License- Boston Society of Landscape Architects, Inc. to be executed at AutoCamp Cape Cod located at 836 Palmer Avenue, Falmouth- Tuesday, September 17, 2024, from 3:00 to 9:00 PM

MEETING DATE: 9/9/2024

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 Form dated August 14, 2024; Event narrative; TIPS Certification; Site plan; Certificate of Liability Insurance

PURPOSE:

The Select Board will consider the approval of an application for a Special One-Day All-Alcohol Liquor License- Boston Society of Landscape Architects, Inc. to be executed at AutoCamp Cape Cod located at 836 Palmer Avenue, Falmouth- Tuesday, September 17, 2024, from 3:00 to 9:00 PM

BACKGROUND/SUMMARY:

- The applicant, Leslie Nelson, on behalf of the Boston Society of Landscape Architects, Inc., submitted a Special One-Day Liquor License for the Sale of Alcoholic Beverages application on August 14, 2024 (refer to attached).

- The event, titled Modern Living Symposium, is to be held on September 17, 2024, from 3:00 PM to 9:00 PM at the AutoCamp of Cape Cod located at 836 Palmer Avenue in Falmouth, and approximately 200 people are expected to attend.
- The Boston Society of Landscape Architects, Inc. is a 501 (c)(3) not-for-profit organization; admission is to ticket holders only (general public is not admitted), and there will be three TIPS certified bartenders and diner provided by The Barking Claw.
- Prior to the issuance of the license, if approved by the Select Board, the applicant must provide invoices from the ABCC-authorized alcohol wholesalers documenting that alcohol that is to be served at the event is being furnished by authorized vendors.
- The Police Department, Fire Rescue Department, Health Department, and Building Department have reviewed the application and have no objections to its approval.

DEPARTMENT RECOMMENDATION:

The Town Manager recommends that the Select Board approve the application for a Special One-Day All-Alcohol Liquor License- Boston Society of Landscape Architects, Inc. to be executed at AutoCamp Cape Cod located at 836 Palmer Avenue, Falmouth- Tuesday, September 17, 2024, from 3:00 to 9:00 PM, as presented.

OPTIONS:

- Motion to approve the application for a Special One-Day All-Alcohol Liquor License- Boston Society of Landscape Architects, Inc. to be executed at AutoCamp Cape Cod located at 836 Palmer Avenue, Falmouth- Tuesday, September 17, 2024, from 3:00 to 9:00 PM, as presented.
- Motion to deny approval of the application for a Special One-Day All-Alcohol Liquor License- Boston Society of Landscape Architects, Inc. to be executed at AutoCamp Cape Cod located at 836 Palmer Avenue, Falmouth- Tuesday, September 17, 2024, from 3:00 to 9:00 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 All-Alcohol Liquor License- Boston Society of Landscape Architects, Inc. to be executed at AutoCamp Cape Cod located at 836 Palmer Avenue, Falmouth- Tuesday, September 17, 2024, from 3:00 to 9:00 PM, as presented.

Michael Renshaw

Town Manager

9/3/2024

Date

LICENSE APPLICATION REVIEW

Restaurant/Business: Boston Society of Landscape Architects

Address: Autocamp Cape Cod, 836 Palmer Avenue, Falmouth

License Type: Special One-Day All Alcoholic Beverages License

New License New

Transfer of License _____

Change of License _____

Police No concerns

Fire No Objections

Harbormaster _____

Health No issues

Zoning-Building No issues

Planning _____

DPW _____

NOTES:

Boston Society of Landscape Architects is a 501 (c)(3) not-for-profit society. This event is scheduled for 9/17/24 from 3:00 pm to 9:00 pm and hosts 200 guests.

Admission is to ticket holders only, the public are not admitted. There will be 3 TIPS certified bartenders and dinner from The Barking Claw.

The applicant will provide invoices from the ABCC authorized wholesalers providing the alcoholic beverages which will be available closer to the event date for approval "*pending submission of documentation of purchase and delivery of alcoholic beverages from an authorized wholesaler*".



APPLICATION

SPECIAL ONE-DAY LIQUOR LICENSE FOR THE SALE OF ALCOHOLIC BEVERAGES

M.G.L.A. CHAPTER 138, SECTION 14

Apply at least 30 days prior to Select Board hearing.

NAME OF APPLICANT: Leslie Nelson

ADDRESS OF APPLICANT: 921 Queen Elizabeth Dr.

Virginia Beach VA 23452
TOWN STATE ZIP CODE

NAME OF ORGANIZATION: Boston Society of Landscape Architects, Inc.

MAILING ADDRESS: P.O. Box 962047 Boston, MA 02196

TELEPHONE #: 617-686-4362 EMAIL: gretchen@bslanow.org

LOCATION TO BE LICENSED-ADDRESS: Autocamp Cape Cod 836 Palmer Avenue

Falmouth MA 02540
TOWN STATE ZIP CODE

EVENT TITLE: Modern Living Symposium APPROXIMATE # OF PEOPLE: 200

DATE(S) OF EVENT: Sept. 17th HOURS OF EVENT: 6 hours 3:00 - 9:00

AUTHORIZED MANAGER OF ESTABLISHMENT EVENT: Eva Smilie

TYPE OF LICENSE:
1. WINE & MALT
2. ALL ALCOHOLIC
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)

8.14.24
DATE

Leslie Nelson
APPLICANT SIGNATURE

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

Modern Living Symposium

Hosted by:

- Modern Living Symposium - Submitting for License
- Paragon Landscape Construction
- Boston Society of Landscape Architects
- New England Home Magazine

Date: 9.17.2024

Hours: 3:00-9:00

Description

The Modern Living: Inside Outdoor Spaces Symposium aims to provide landscape architects, residential architects, interior designers, and custom builders with relevant data and innovative tools. Experts and journalists from around the country give lectures and presentations, while industry manufacturers and specialized suppliers offer hands-on demonstrations. Continuing education credits are available where specified. Hosted at a unique beachside destination with views of Buzzards Bay, AutoCamp Cape Cod is one of the best and newest destinations in New England to take advantage of the coastline with Luxury Suites and Premium Airstream accommodations that include custom interiors and modern conveniences.

Security

This event is for adults only. Guests must purchase tickets or be granted a ticket as a sponsorship. It is not open to the public. We have reserved the entire Autocamp property.

Parking

The Autocamp parking is more than enough for the event. Many of the cars have double occupancy because the guests are staying at Autocamp overnight.

Distribution

- Tapped will serve Beer and Wine purchased from and delivered by either Colonial Wholesale Beverages Co. or Burke Distributing Co., Inc. of Randolph. (We are finalizing these details and as soon as possible.)
- Matthew Cohen from Tapped has provided one TIPS certified bartender card and will send the other one as soon as they are scheduled. No later than Sept. 1
- Sundial Cocktails will be purchased by Paragon Landscape Construction from Colonial Wholesale Beverages Co. and delivered to Autocamp on Sept. 17th. Sean Cote will be serving Sundial Cocktails and will submit his TIPS cards as soon as possible.
- We will submit receipts of purchase as soon as the alcohol is purchased from the wholesalers.

Itinerary

3:00 Registration & Welcome- Beer & Wine served by Tapped

3:45-4:45 Session 1

5:00-6:00 Keynote Speaker

6:00-7:30 Cocktail Hour - Beer & Wine served by Tapped/ Sundial Cocktails Served by Sean Cote

7:30-9:00 Networking Dinners - Beer & Wine served by Tapped

Vendors

Food

The Barking Claw Food Truck - Tom Malloy (508) 233-2774

Lawless Food Trailor - lawlessfoodma@gmail.com

Dinner will be served in the Glamping Tents & clubhouse

Alcohol

Tapped - Matt Cohen - 781-953-2793

Map

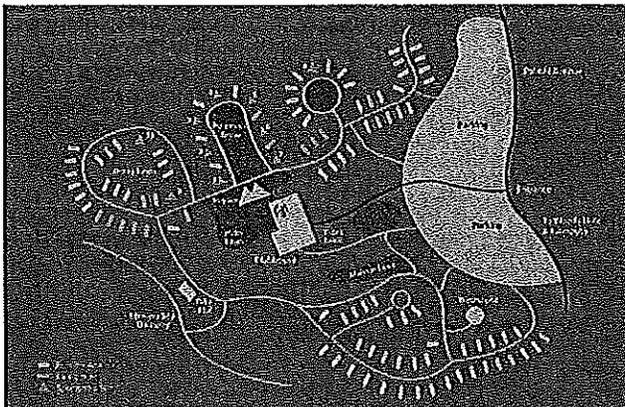
- Bars will be located in the Pavilion on the Helm Lawn & Dinner will be in the Tents



MODERN LIVING
ARTS & CRAFTS
www.modernliving.com

Presented By:
PARAGON
EXPERIENCE REAL ESTATE

Home Sponsor:
New Bedford
HOME



Tapped Truck - ORANGE Sundial Cocktails - CENTER BAR



William Francis Galvin
Secretary of the
Commonwealth

The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

Date: June 10, 2024

To Whom It May Concern :

I hereby certify that according to the records of this office,

BOSTON SOCIETY OF LANDSCAPE ARCHITECTS, INC.

is a domestic corporation organized on September 17, 2002

I further certify that there are no proceedings presently pending under the Massachusetts Gen-

eral 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 Massachu-

setts 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

Certificate Number: 24060082220

Verify this Certificate at: <http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx>

Processed by: ssc



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

BOSTON SOCIETY OF LANDSCAPE ARCHITECTS
INCORPORATED
C/O GRETHCHEN RABINKIN
P O BOX 962047
BOSTON, MA 02196

Date: 06/27/2024
Employer ID number: 04-6115201
Person to contact: Name: Falo Shabani
ID number: 10050
Telephone: 877-829-5500
Accounting period ending: October 31
Form 990/990-EZ/990-N required: Yes
Effective date of exemption: February 15, 2019
Contribution deductibility: No
Addendum applies: No
DLN: 26053418006614

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(6). This letter could help resolve questions on your exempt status. Please keep it for your records.

Donors cannot deduct contributions they make to you under IRC Section 170(c)(2).

Based on the information you submitted with your application, we approved your request for reinstatement under Revenue Procedure 2014-11. Your effective date of exemption, as listed at the top of this letter, is retroactive to your date of revocation.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N; the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-NC" in the search bar to view Publication 4221-NC, Compliance Guide for Tax-Exempt Organizations (Other than 501(c)(3) Public Charities and Private Foundations), which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

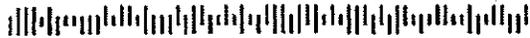
Stephen A. Martin

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements



Department of the Treasury
Internal Revenue Service
Cincinnati, OH 45999-0038

066584.601326.207671.18663 1 AB 0.593 372



BOSTON SOCIETY OF LANDSCAPE
% GRETHCHEN RABINKIN
6 FAIRLAWN LN
LEXINGTON MA 02420-2703

066584



For your reference	
Notice name	CP148A
Notice date	August 5, 2024
Employer ID number	XX-XXX5201
For more information Visit irs.gov/cp148a to learn more about this notice and what to do and avoid waiting on the phone.	

We changed your mailing address

We updated your mailing address in our records because the address entered on a tax return or Form 8822-B was different from the one in our records. We will now mail notices and letters to the address above. In addition, we sent an address confirmation notice to your previous mailing address.

What does this mean

- Our update may be for minor changes in word and abbreviations (e.g., ST instead of Street). We recommend you verify your full address, abbreviations, and zip code using the United State Postal Service (USPS) address look up tool. This will ensure your address meets the mailing standards and avoid minor changes from happening in the future.
- Review your most recent filed returns or Form 8822-B to verify that an address update was required.
- If your address should not have been changed, you can call us at 800-829-0115, visit irs.gov/addresschange for more information or write to us at the address in upper left corner.
- **Caution for employers regarding third party payroll providers:**
 - If we find any issues with an account, we send a letter or notice to your address of record. We strongly caution any employer against changing the address of record to that of a payroll service provider or other third party as it may significantly limit our ability to inform the employer of tax matters involving the business.
 - The employer is ultimately responsible for depositing and paying all federal employment tax liabilities.
 - For more information visit irs.gov/outsourcingpayrollduties.
- Keep this notice for your records.
- Please be sure you (or your tax preparer) always enter your correct mailing address on tax returns in exactly the same way every time you file unless you change your mailing address after you filed your last return.

CERTIFIED

iTIPS[®] eTIPS On Premise 3.1

Issued: 7/28/2022

ID#: 5778697

Expires: 7/28/2025

Christopher A Riegel
370 S Main St
Sharon, MA 02067-1818

For service visit us online at www.gettips.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/16/24

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cohen-Miles Insurance Agency Inc 105 Chestnut St, Suite 31 Needham, MA 02492-2620	CONTACT NAME: PHONE (A/C, No, Ext): 617-489-1213 FAX (A/C, No): 617-489-0161 E-MAIL ADDRESS: Info@cohenmiles.com	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Ral Family Enterprises dba Comfort Kitchen Biplaw Ral 611 Columbla Road Boston, MA 02125	INSURER A: Norfolk & Dedham	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD I WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		R2175096A	02/12/24	02/12/25	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 6,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/PO/ AGG \$ 4,000,000 Liquor Liability \$ 1M/2M
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		U2201912A	11/28/23	02/12/24	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> Y/N <input type="checkbox"/> N/A ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MA) If yes, describe under DESCRIPTION OF OPERATIONS below		WE221911A	11/28/23	11/28/24	<input checked="" type="checkbox"/> PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER CANCELLATION

Boston Society of Landscape Architects, Inc PO Box 962047 Boston, MA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/14/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Everts & Company, LLC 352 Adams Street Abington MA 02351		CONTACT NAME: Megan Hernon PHONE (A/C, No, Ext): (781) 413-4315 E-MAIL ADDRESS: mhernon@evertSCO.com FAX (A/C, No):	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Kinsale Insurance Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
		NAIC # 38020	

COVERAGES **CERTIFICATE NUMBER:** CL2441600843 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR/ WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER. <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			0100188583-2	04/26/2024	04/26/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	Liquor Liability			0100188583-2	04/26/2024	04/26/2025	Each Occurrence \$1,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance
 Broadview Marketing - 101 Arch Street 8th Floor Boston MA 02110
 Paragon Landscape - 82 Industrial Way Hanover MA 02339
 Moder Living Symposium 62 Industrial Way Hanover MA 02339
 BSLA PO 962047, Boston MA 02196

CERTIFICATE HOLDER**CANCELLATION**

Moder Living Symposium, BSLA Broadview Marketing, Paragon	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/15/24

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cohen-Miles Insurance Agency Inc 105 Chestnut St, Suite 31 Needham, MA 02492-2620	CONTACT NAME: PHONE (A/C, No, Ext): 617-489-1213 FAX (A/C, No): 617-489-0161 E-MAIL ADDRESS: info@cohenmiles.com	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Rai Family Enterprises dba Comfort Kitchen Blplaw Rai 611 Columbia Road Boston, MA 02125	INSURER A: Norfolk & Dedham	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

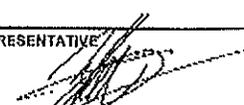
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			R2175096A	02/12/24	02/12/25	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 60,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/PROP AGG \$ 4,000,000 Liquor Liability \$ 1M/2M COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			U2201912A	11/28/23	02/12/24	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WE221911A	11/28/23	11/28/24	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Broadview Marketing 101 Arch St, 8th Floor Boston, MA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Phyllis Downey

From: Gary Street
Sent: Thursday, August 22, 2024 10:22 AM
To: Phyllis Downey
Subject: RE: One-Day All Alcoholic Beverages License application-BSLA

Phyllis,

Building has no issues.

Respectfully,

Gary Street

Gary Street CBO
Building Commissioner and Zoning Enforcement Officer
Town of Falmouth
Gary.Street@Falmouthma.gov
(508)495-7470

From: Falmouth Licensing <licensing@falmouthma.gov>
Sent: Thursday, August 22, 2024 9:49 AM
To: Brian Reid <brian.reid@falmouthpolicema.gov>; Sean Doyle <sean.doyle@falmouthpolicema.gov>; Jeff Lourie <Jeff.Lourie@falmouthpolicema.gov>; Ryan Hergt <ryan.hergt@falmouthpolicema.gov>; Boyd Demello <boyd.demello@falmouthfirema.gov>; Craig O'Malley <craig.omalley@falmouthfirema.gov>; Falmouth Health Department <health@falmouthma.gov>; Gary Street <gary.street@falmouthma.gov>
Cc: Pam Marshall <pamela.marshall@falmouthma.gov>
Subject: One-Day All Alcoholic Beverages License application-BSLA

Good morning,

Attached please find an application for a One-Day All Alcoholic Beverages License to be executed at Autocamp Cape Cod at 836 Palmer Avenue for 200 guests from 3:00 pm to 9:00 pm serving . Alcoholic beverages will be purchased from authorized wholesalers Colonial Wholesale Beverages Co. and Burke Distributing Co., Inc. Copies of the invoice/bill of lading from the distributors will be provided closer to the event date.

The Barking Claw will provide food.

May we please request your recommendations to the Select Board by Monday, September 3rd?

Thank you,
Phyllis

Phyllis Downey
Town Manager & Select Board Office
508-495-7325

Phyllis Downey

From: Brian Reid <brian.reid@falmouthpolicema.gov>
Sent: Monday, August 26, 2024 9:13 AM
To: Falmouth Licensing; Sean Doyle; Jeff Lourie; Ryan Hergt; Boyd Demello; Craig O'Malley; Falmouth Health Department; Gary Street
Cc: Pam Marshall
Subject: RE: One-Day All Alcoholic Beverages License application-BSLA

No concerns from Police.

Respectfully,

Brian L. Reid
Captain of Specialized Services
Falmouth Police Department
774-255-4527, Ext. 4502



From: Falmouth Licensing <licensing@falmouthma.gov>
Sent: Thursday, August 22, 2024 9:49 AM
To: Brian Reid <brian.reid@falmouthpolicema.gov>; Sean Doyle <sean.doyle@falmouthpolicema.gov>; Jeff Lourie <Jeff.Lourie@falmouthpolicema.gov>; Ryan Hergt <ryan.hergt@falmouthpolicema.gov>; Boyd Demello <boyd.demello@falmouthfirema.gov>; Craig O'Malley <craig.omalley@falmouthfirema.gov>; Falmouth Health Department <health@falmouthma.gov>; Gary Street <gary.street@falmouthma.gov>
Cc: Pamela Marshall <pamela.marshall@falmouthma.gov>
Subject: One-Day All Alcoholic Beverages License application-BSLA

Good morning,

Attached please find an application for a One-Day All Alcoholic Beverages License to be executed at Autocamp Cape Cod at 836 Palmer Avenue for 200 guests from 3:00 pm to 9:00 pm serving . Alcoholic beverages will be purchased from authorized wholesalers Colonial Wholesale Beverages Co. and Burke Distributing Co., Inc. Copies of the invoice/bill of lading from the distributors will be provided closer to the event date.

The Barking Claw will provide food.

May we please request your recommendations to the Select Board by Monday, September 3rd?

Thank you,
Phyllis

Phyllis Downey
Town Manager & Select Board Office
508-495-7325

Phyllis Downey

From: Morgan Cardoso
Sent: Friday, August 23, 2024 1:40 PM
To: Falmouth Licensing
Cc: Scott McGann
Subject: RE: One-Day All Alcoholic Beverages License application-BSLA

No issues from health.



Morgan Cardoso
Health Inspector
(508) 495-7486 | morgan.cardoso@falmouthma.gov
Town of Falmouth Health Department
59 Town Hall Square, Falmouth, MA 02540

Please Note:

The Town of Falmouth Health Department has rolled out PermitEyes (online permitting system). Please see the links below to register, apply or for Public View. .

Applicant Registration Page : <https://permiteyes.us/falmouth/userregistration.php>

Applicant Side Login Page : <https://permiteyes.us/falmouth/loginuser.php>

Public View Site (no login required): <https://permiteyes.us/falmouth/publicview.php>

From: Falmouth Licensing <licensing@falmouthma.gov>
Sent: Thursday, August 22, 2024 9:49 AM
To: Brian Reid <brian.reid@falmouthpolicema.gov>; Sean Doyle <sean.doyle@falmouthpolicema.gov>; Jeff Lourie <Jeff.Lourie@falmouthpolicema.gov>; Ryan Hergt <ryan.hergt@falmouthpolicema.gov>; Boyd Demello <boyd.demello@falmouthfirema.gov>; Craig O'Malley <craig.omalley@falmouthfirema.gov>; Falmouth Health Department <health@falmouthma.gov>; Gary Street <gary.street@falmouthma.gov>
Cc: Pam Marshall <pamela.marshall@falmouthma.gov>
Subject: One-Day All Alcoholic Beverages License application-BSLA

Good morning,

Attached please find an application for a One-Day All Alcoholic Beverages License to be executed at Autocamp Cape Cod at 836 Palmer Avenue for 200 guests from 3:00 pm to 9:00 pm serving . Alcoholic beverages will be purchased from authorized wholesalers Colonial Wholesale Beverages Co. and Burke Distributing Co., Inc. Copies of the invoice/bill of lading from the distributors will be provided closer to the event date.

The Barking Claw will provide food.

May we please request your recommendations to the Select Board by Monday, September 3rd?

Thank you,
Phyllis

Phyllis Downey
Town Manager & Select Board Office

Phyllis Downey

From: Boyd Demello <boyd.demello@falmouthfirema.gov>
Sent: Thursday, August 22, 2024 12:00 PM
To: Falmouth Licensing; Brian Reid; Sean Doyle; Jeff Lourie; Ryan Hergt; Craig O'Malley; Falmouth Health Department; Gary Street
Cc: Pam Marshall
Subject: RE: One-Day All Alcoholic Beverages License application-BSLA

Fire Rescue has no objections

Boyd W. DeMello
Fire Prevention Inspector
Falmouth Fire Rescue Department
boyd.demello@falmouthfirema.gov
508-495-2534 - Office
774-836-2436 - Cell Phone

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From: Falmouth Licensing <licensing@falmouthma.gov>
Sent: Thursday, August 22, 2024 9:49
To: Brian Reid <brian.reid@falmouthpolicema.gov>; Sean Doyle <sean.doyle@falmouthpolicema.gov>; Jeff Lourie <Jeff.Lourie@falmouthpolicema.gov>; Ryan Hergt <ryan.hergt@falmouthpolicema.gov>; Boyd Demello <boyd.demello@falmouthfirema.gov>; Craig O'Malley <craig.omalley@falmouthfirema.gov>; Falmouth Health Department <health@falmouthma.gov>; Gary Street <gary.street@falmouthma.gov>
Cc: Pamela Marshall <pamela.marshall@falmouthma.gov>
Subject: One-Day All Alcoholic Beverages License application-BSLA

Good morning,

Attached please find an application for a One-Day All Alcoholic Beverages License to be executed at Autocamp Cape Cod at 836 Palmer Avenue for 200 guests from 3:00 pm to 9:00 pm serving . Alcoholic beverages will be purchased from authorized wholesalers Colonial Wholesale Beverages Co. and Burke Distributing Co., Inc. Copies of the invoice/bill of lading from the distributors will be provided closer to the event date.

The Barking Claw will provide food.

May we please request your recommendations to the Select Board by Monday, September 3rd?

Thank you,
Phyllis

Phyllis Downey
Town Manager & Select Board Office
508-495-7325

OPEN SESSION

CONSENT AGENDA

2. Administrative Orders

- a. Consider the appointment of John Dillon as the Cape & Islands Veterans Outreach Center (CIVOC) representative to the Veteran's Council Committee



AGENDA ITEM SUMMARY SHEET

ITEM NUMBER: Consent Agenda #2a

ITEM TITLE: Consider approval of the appointment of John Dillon as the Cape and Islands Veterans Outreach Center (CIVOC) representative to the Veterans Council Committee

MEETING DATE: 9/9/2024

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

SUBMITTED BY: Mike Renshaw, Town Manager

ATTACHMENTS: Veterans Council Policy as adopted October 2013 and revised July 2024;
Letter from CIVOC recommending the appointment of John Dillon, August 19, 2024

PURPOSE:

The Select Board will consider the approval of the appointment of John Dillon as the Cape and Islands Veterans Outreach Center (CIVOC) representative to the Veterans Council Committee.

BACKGROUND/SUMMARY:

- On August 19, 2024 Mr. Jim Seymour, Executive Director of the Cape & Islands Veterans Outreach Center submitted a letter to the Select Board requesting that the Board consider the appointment of Mr. John Dillon to be the CIVOC representative on the Falmouth Veterans Council Committee.
- In accordance with the Veterans Council Policy (attached), the Veterans Council Committee shall have nine (9) members at the discretion of the Select Board and the members shall be appointed to serve one-year terms.

DEPARTMENT RECOMMENDATION:

The Town Manager recommends that the Select Board approve the appointment of John Dillon as the Cape and Islands Veterans Outreach Center (CIVOC) representative to the Veterans Council Committee to serve a one-year term.

OPTIONS:

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 appointment of John Dillon as the Cape and Islands Veterans Outreach Center (CIVOC) representative to the Veterans Council Committee to serve a one-year term.

Michael Renshaw

Town Manager

9/3/2024

Date

Falmouth Select Board
Veterans Council Policy

The Veterans Council is established pursuant to G.L. c. 115, s. 12 and consists of five to 15 members at the discretion of the Select Board. The Select Board is the appointing authority for the Council. The statute provides no procedure for appointments.

Over the years, the Select Board has deferred to various veterans organizations to nominate members of the Council. These organizations are the Veterans of Foreign Wars (VFW), American Legion (Legion), AMVETS, Disabled American Veterans (DAV), the Elks Lodge, and the Cape and Islands Veteran Outreach Center (CIVOC). The statute does not require that a member of the Council be a veteran. It has been the practice of the Select Board to appoint members of the Council nominated by these organizations and not to solicit applications for membership from the community-at-large.

The Falmouth Home Rule Charter contains sections C7 – 1A and C7 - 1B. These sections apply to Committees established or continued by the Charter. As a statutory committee, the Veterans Council is not specifically governed by the Charter. Section C7 – 1A requires the Select Board to publicize vacancies on committees to solicit application and promote diversity on appointed committees. Section C7 – 1B authorizes the Select Board to consult with committees to obtain the names of persons willing to serve.

In an effort to reconcile past practices with the spirit and intent of the Falmouth Home Rule Charter, the Select Board adopts this policy. The Veterans Council shall have nine members at the discretion of the Select Board appointed to one-year terms. Whenever there is a vacancy on the Veterans Council, the Select Board will (a) publish the vacancy in accordance with section C7 – 1A of the Charter and (b) solicit nominations from the veterans organization. Each of the above-mentioned veterans' organizations may nominate one member of the council to serve at any time. Candidates nominated by a veteran's organization will be appointed unless the Select Board specifically disapproves of a nominee for good cause, under which conditions the nominating organization will be approached for another

nomination. Thereafter, the Select Board will appoint the remaining 3 members of the Council in the same manner it appoints members of other committees.

Preference shall be given to those with a personal interest in the affairs of veterans, such as a Gold Star Parent.

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247 Stevens Street, Suite E, • Hyannis, MA 02601

508.778.1590 • Fax 508.778.1094

www.capeveterans.com



19 August 2024

Nancy Taylor
Chair of the Falmouth Select Board
59 Town Hall Square
Falmouth, MA 02540

Dear Chair Taylor,

I am writing to nominate John Dillon, a Board Member of Cape & Islands Veterans Outreach Center to be appointed as the CIVOC representative on the Falmouth Veterans Council Committee effective as soon as practical. John chairs our BOD Subcommittee for Program & Outreach Activities for CIVOC. John is also a Navy Veteran who served our country with distinction.

I understand the terms are one-year appointments. Each year the Executive Director of CIVOC will be asked to submit a letter to the Select Board with its nominee for the Veterans Council Committee.

Many thanks for the opportunity to include a veteran from our organization who is dedicated to improving the lives of fellow veterans. I know John will quickly become a valued member of the council.

Respectfully,

Jim Seymour
Executive Director

Diane Davidson

From: jseymour@capeveterans.com
Sent: Monday, August 19, 2024 12:04 PM
To: Diane Davidson
Cc: John Dillon
Subject: Nomination Letter - John Dillon
Attachments: Falmouth Verterans Council - John Dillon 8.19.24.pdf

Diane

Please find attached letter of nomination for John Dillon.

Many Thanks Jim

James Seymour | Executive Director
Cape and Islands Veterans Outreach Center
247 Stevens Street Suite E | Hyannis, MA 02601
Phone 508-778-1590



"Serving Veterans & Their Families Since 1983"

[Website](#)

[Follow Us on Facebook](#)

Diane Davidson

From: John Dillon <john@dillonadjusters.com>
Sent: Wednesday, July 24, 2024 3:25 PM
To: Diane Davidson
Cc: John Dillon
Subject: Falmouth Veteran's Council & Cape & Island Veterans Outreach Council

Hi Diane,

Hope this note finds you well. I was asked to reach out to you by Jim Seymour, Executive Director of CIVOC. As a resident of Falmouth and a member of the board of directors for CIVOC, Jim and the board have asked me to inquire as to what I would need to do in order to fill the CIVOC seat on the veteran's council here in town.

Would you be able to point me in the right direction please?

Many thanks,

John Dillon, CPAU
Dillon Public Adjusters, Inc.
346 Gifford Street, Suite 6
Falmouth, MA 02540
Cell - 508-317-9418
Office - 774-946-1110
Toll Free - 888-963-CLAIMS (2524)- 24/7
www.dillonadjusters.com

Note Our Mailing Address:
Dillon Public Adjusters, Inc.
P.O. Box 2165
East Falmouth, MA 02536



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A Veteran Owned Company

OPEN SESSION

CONSENT AGENDA

2. Administrative Orders

b. Consider the approval of a \$500.00 withdrawal from the Beach Donations account for the Dr. David Garber "Dare to be Great" award given to a lifeguard during the annual banquet



AGENDA ITEM SUMMARY SHEET

ITEM NUMBER: Consent Agenda #2b

ITEM TITLE: Consider the approval of a \$500.00 withdraw from the Beach Donations account for the Dr. David Garber "Dare to be Great" award given to a lifeguard during the annual banquet

MEETING DATE: 9/9/2024

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

SUBMITTED BY: Maggie Clayton, Beach Superintendent

ATTACHMENTS: None

PURPOSE:

This is a written request to the Select Board for permission to withdraw \$500.00 from Beach Donations Account (28-632-5655-4830) for the Dr. David Garber "Dare to be Great" Award given to a lifeguard during our annual banquet.

BACKGROUND/SUMMARY:

- In 2013, an award was created to honor Dr. David Garber, a former Falmouth Lifeguard and lifelong town resident, now suffering from A.L.S. This should be awarded to a lifeguard that exemplifies the ideals of Garber's mantra "Dare to be Great" through their everyday enthusiasm, spirit on the job, and excellence in lifeguarding.
- The funds for this award from David's Old Silver Swim, Inc. c/o Robert Catalano were approved for deposit by the Board on 7/1/2024.

- The Beach Department Senior Staff voted on the recipient of the award for 2024, Connor Geary. Connor is a rising sophomore at UMass Amherst. He is in his 4th year working for the Town of Falmouth Beach Dept. and has been the Assistant Head Lifeguard & Swim Instructor at Stoney Beach since Summer 2023

DEPARTMENT RECOMMENDATION:

That the Town of Falmouth honors the recipient Connor Geary with the \$500 donation from David’s Old Silver Swim/CCALS as voted by Beach Dept. Senior Staff.

OPTIONS:

- Motion to approve the requested withdraw of \$500.00 from Beach Donations Account for the Dr. David Garber “Dare to be Great” Award given to a lifeguard during the Recreation Department’s annual banquet.
- Motion to deny the request to withdraw of \$500.00 from Beach Donations Account for the Dr. David Garber “Dare to be Great” Award given to a lifeguard during the Recreation Department’s annual banquet.
- Select Board defined alternative

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
DONATIONS	Beach Dept.	28-632-5655-4830		\$9,171.92	-\$500.00	\$8,671.92

FINANCE DIRECTOR COMMENTS (IF APPLICABLE):

N/A

TOWN MANAGER COMMENTS:

The Town Manager recommends that the Select Board approve the requested withdraw of \$500.00 from Beach Donations Account for the Dr. David Garber "Dare to be Great" Award given to a lifeguard during the Recreation Department's annual banquet.

Michael Renshaw

Town Manager

9/4/2024

Date

OPEN SESSION

CONSENT AGENDA

2.Administrative Orders

c. Consider the approval of a request to withdraw \$7,876.80 from the Beach Donations account to fund costs associated with the Beach Department's Staff Awards Banquet



AGENDA ITEM SUMMARY SHEET

ITEM NUMBER: Consent Agenda #2c.

ITEM TITLE: Consider the approval of a request to withdraw \$7,876.80 from the Beach Donations Account to fund costs associated with the Beach Department's Staff Awards Banquet

MEETING DATE: 9/9/2024

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

SUBMITTED BY: Maggie Clayton, Beach Superintendent

ATTACHMENTS: None

PURPOSE:

This is a written request to the Select Board for permission to withdraw \$7,876.80 from the Beach Donations Account (28-632-5655-4830) to fund the Beach Department's Staff Awards Banquet, which was held at the Flying Bridge on Wednesday, August 14.

BACKGROUND/SUMMARY:

- This is an annual event that honors the service that the approximately 155 Beach Department staff provide to the residents, taxpayers, and visitors of Falmouth daily each summer.
- The Falmouth Walk funds the Ellen T. Mitchell Scholarships which give approx. 3-4 staff members who are going to college or trade school \$500-\$1000/each, and those with winning essays receive their award at banquet.

- It is a joyful evening that brings together staff from the Beaches, Town Hall, the DPW, and the Beach Committee for one night to recognize moments of outstanding service and the highlights of the season.

DEPARTMENT RECOMMENDATION:

That the Town of Falmouth recognizes this celebratory event as an important staff recruitment and retention tool and allows this funding source to cover the expense for the evening that included a 3-course plated dinner, 4 scholarship announcements, 19 award speeches, and a slideshow that captured the season’s memories.

OPTIONS:

- Motion to approve the request to withdraw \$7,876.80 from the Beach Donations Account to fund costs associated with the Beach Department’s Staff Awards Banquet as presented.
- Motion to deny approval of the request to withdraw \$7,876.80 from the Beach Donations Account to fund costs associated with the Beach Department’s Staff Awards Banquet.
- Select Board defined alternative

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
DONATIONS	Beach Dept.	28-632-5655-4830		\$9,171.92	\$7,876.80	\$1,295.12

FINANCE DIRECTOR COMMENTS (IF APPLICABLE):

N/A

TOWN MANAGER COMMENTS:

The Town Manager recommends that the Select Board vote to approve the request to withdraw \$7,876.80 from the Beach Donations Account to fund costs associated with the Beach Department's Staff Awards Banquet as presented.

Michael Renshaw

Town Manager

9/4/2024

Date

OPEN SESSION

CONSENT AGENDA

2. Administrative Orders

- d. Consider the acceptance of the New England Endurance Events' Falmouth sprint Triathlon '24 Donation



AGENDA ITEM SUMMARY SHEET

ITEM NUMBER: Consent Agenda #2d.

ITEM TITLE: Consider the acceptance of the New England Endurance Events' Falmouth Sprint Triathlon '24 Donation

MEETING DATE: 9/9/2024

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

SUBMITTED BY: Maggie Clayton, Beach Superintendent

ATTACHMENTS: Click or tap here to enter text.

PURPOSE:

This is a written request to the Select Board to vote to approve a \$1900 donation from New England Endurance Events to the Beach Donations Account (28-632-5655-4830) for the Beach Dept.'s support of the annual sprint triathlon at Surf Drive, held in 2024 on Sunday, July 14.

BACKGROUND/SUMMARY:

- The Falmouth Sprint Triathlon is a special event held annually at Surf Drive that has been supported by the Town for 29 years.
- This donation is part of NEEE's charitable program of giving back to the host communities of their events.
- Twelve lifeguards, two parking attendants, and four supervisors work the event with an early start to the workday (5:30 a.m., instead of 8:30 a.m. or a day off) by providing organization and a high level of service at the Mill Road Extension parking lot of Surf Drive, and lining the 1/3 mile swim course on rescue boards, the Harbor Master's boat,

and rescue torpedoes & walking the shoreline with a medical kit/AED. This year 4 people were pulled from the water, with our staff preventing a more serious medical event by responding immediately to the athletes' needs.

DEPARTMENT RECOMMENDATION:

That the Town of Falmouth recognizes the extra work done by staff to accommodate this event, and the positive partnership established with Andy Scherding & Kathleen Walker of New England Endurance Events to continue to host this successful competition which Beach Dept. staff and alumni participate in and work annually.

OPTIONS:

- Motion to accept the \$1,900.00 donation from New England Endurance Events to the Beach Donations Account as presented.
- Motin to deny the acceptance of the \$1,900.00 donation from New England Endurance Events to the Beach Donations Account.
- Select Board defined alternative.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
DONATIONS	Beach Dept.	28-632- 5655-4830		\$9,171.92	+\$1900.00	\$11,071.92

FINANCE DIRECTOR COMMENTS (IF APPLICABLE):

N/A

TOWN MANAGER COMMENTS:

The Town Manager recommends that the Select Board vote to accept the \$1,900.00 donation from New England Endurance Events to the Beach Donations Account as presented.

Michael Renshaw

9/3/2024

Town Manager

Date