

**TOWN OF FALMOUTH**  
**SELECT BOARD**  
**REVISED AGENDA**  
**MONDAY, SEPTEMBER 23, 2024 – 6:30 P.M.**  
**SELECT BOARD MEETING ROOM**  
**TOWN HALL**  
**59 TOWN HALL SQUARE, FALMOUTH, MA 02540**

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

**6:00 p.m. OPEN SESSION**

**6:00 p.m. EXECUTIVE SESSION**

1. M.G.L. c. 30A sec. 21(a)(2) - to conduct contract negotiations with non-union personnel (Town Manager)

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

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

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

1. 250<sup>th</sup> Anniversary Task Force – Sandra Stosz

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

1. Shade Tree Hearing – on application of the Town Engineer for the removal of 1 Acer rubrum (Red maple) to accommodate construction of an upcoming sidewalk at 31 Old Dock Road, North Falmouth
2. Wetlands/Dock Hearing – Eric and Sabina Hamre – application to construct a fixed pier that will extend approximately 76 feet seaward of mean high water into Green Pond, located at 218 Acapesket Road, East Falmouth (rescheduled to October 7, 2024)

**7:05 p.m. BUSINESS**

1. Discuss vehicle idling concerns at the Steamship Authority's Woods Hole parking area with Board of Health members (10 minutes)
2. Report – Recreation Committee (15 minutes)
3. Consider the approval of Falmouth Affordable Housing Fund Application – 545 Main Street, Bushwood 545 Main Street, LLC (Michael Galasso) (15 minutes)
4. Consider the approval of Falmouth Affordable Housing Fund Application – 48 Benjamin Nyes Lane, Habitat for Humanity of Cape Cod (15 minutes)
5. Consider the approval of Falmouth Affordable Housing Fund Application – 7 Alderberry Lane, Falmouth Housing Trust (15 minutes)
6. Request for variance to Sign Code §184-25: Freestanding sign, §184-18 C: Measurement, and §184-32: Off-Premises sign – Woodwell Climate Research Center, 149 Woods Hole Road (10 minutes)
7. Joint Base Cape Cod (JBCC) Joint Oversight Group (Base Commanders) Brief (15 minutes)
8. Report – Cape Light Compact update on next three-year plan (15 minutes)

9. Reconsider 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)
10. Presentation of Petition Articles for November 2024 Town Meeting (5 minutes each)
  - a. Present Petition Article #20 – Authorize disposition of 0 West Falmouth Highway for affordable housing – Addie Vaccaro Drolette
  - b. Present Petition Article #21 – Authorize disposition of 21 Pheasant Lane for affordable housing – Addie Vaccaro Drolette
  - c. Present Petition Article #22 – Authorize disposition of 20 Brigantine Drive for affordable housing – Addie Vaccaro Drolette
  - d. Present Petition Article #23 – Fund urine diversion pilot project – Matt Patrick, Ron Zweig, Hilda Maingay, Earle Barnhart, and Green Center, Inc.
11. Discuss the establishment and promulgation of a late fee of \$50.00 for annual renewal of all On-Premises Restaurant, Club, and Innholder Licenses and Off-Premises Package Stores (10 minutes)
12. Consider the adoption of the FY26 Operating Budget Policy (10 minutes)

**9:50 p.m. CONSENT AGENDA**

1. Licenses
  - a. Consider approval of an application for a Special One-Day Wine & Malt Beverages License – West Falmouth Library – Wine Tasting – October 9, 2024, from 6:00 pm to 8:00 pm
  - b. Consider approval of an application for a Special One-Day Wine & Malt Beverages License – West Falmouth Library – Community Tree Lighting – December 6, 2024, from 6:00 pm to 7:30 pm
  - c. Consider approval of an application for a Special One-Day Wine & Malt Beverages License – Falmouth Theatre Guild for performances of A Day in the Life on Friday, September 27, 2024 from 6:30 pm to 10:00 pm and Saturday, September 28, 2024 from 1:00 pm to 4:00 pm and from 6:30 pm to 10:00 pm.
2. Administrative Orders
  - a. Consider the adoption of the Town of Falmouth’s Mission, Vision and Values Statement
  - b. Consider approving a \$30,608.68 donation from Falmouth Together We Can to the Police Department’s donation account
  - c. Consider the authorization to apply for two grants under the Natural Resource Area - Nitrogen Sensitive Area SFY2025 Grant Program

**9:55 p.m. MINUTES**

1. Review and Vote to Approve Minutes of Meetings
  - a. Public Session – September 9, 2024

**10:00 p.m. TOWN MANAGER’S SUPPLEMENTAL REPORT**

**10:05 p.m. SELECT BOARD REPORTS**

**10:10 p.m. ADJOURN**

Nancy Robbins Taylor, Chair  
Select Board

**OPEN SESSION**

**COMMITTEE INTERVIEWS**

1. 250<sup>th</sup> Anniversary Task Force – Sandra Stosz



## AGENDA ITEM SUMMARY SHEET

**ITEM NUMBER:** Committee Interviews 1.

**ITEM TITLE:** Interview, vote, and appoint committee members- 250th Anniversary Task Force- Sandra Stosz

**MEETING DATE:** 9/23/2024

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

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

**ATTACHMENTS:** 250th Anniversary Task Force Mission and Charge; Application form dated June 21, 2024; Biography

---

### PURPOSE:

The Select Board will interview and consider the appointment of Vice Admiral Sandra Stosz, United States Coast Guard (ret) to serve on the 250<sup>th</sup> Anniversary Task Force for a term ending on December 31, 2026.

### BACKGROUND/SUMMARY:

- The 250<sup>th</sup> Anniversary Task Force was created by the Select Board to develop activities that encourage, educate, and celebrate the 250<sup>th</sup> anniversary of the Declaration of Independence in 2026 in Falmouth.
- On July 5, 2024 the Select Board advertised that it was seeking applications for the 250<sup>th</sup> Anniversary Task Force; the Task Force will consist of seven (7) to nine (9) members and two alternate members; all positions have a term ending date of December 31, 2026.

- The Town has received eight (8) applications to date.
- Applicant Sandra Stosz submitted her application on June 21, 2024.
- Sandra, a Falmouth resident and retired Vice Admiral with the United States Coast Guard, has served on multiple public and private sector non-profit boards and committees.

**DEPARTMENT RECOMMENDATION:**

The Town Manager recommends that the Select Board vote to appoint Sandra Stosz to serve on the 250<sup>th</sup> Anniversary Task Force with a term to expire on December 31, 2026.

**OPTIONS:**

- Motion to appoint Sandra Stosz to serve on the 250<sup>th</sup> Anniversary Task Force for a term ending on December 31, 2026.
- Motion to deny the appointment of Sandra Stosz to serve on the 250<sup>th</sup> Anniversary Task Force for a term ending on December 31, 2026.
- Some other Board defined alternative.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

**FINANCE DIRECTOR COMMENTS (IF APPLICABLE):**

N/A

**TOWN MANAGER COMMENTS:**

The Town Manager recommends that the Select Board vote to appoint Sandra Stosz to serve on the 250<sup>th</sup> Anniversary Task Force with a term to expire on December 31, 2026.

*Michael Renshaw*

---

**Town Manager**

9/16/2024

**Date**



TOWN OF FALMOUTH

BOARD, COMMITTEE OR COMMISSION  
APPLICATION FORM

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

Name: Sandra Stosz

Address: 115 Lucerne Ave. Village: Falmouth ZIP: 02540

Mailing Address: Same Village: \_\_\_\_\_ ZIP: \_\_\_\_\_

Telephone: [REDACTED] Email: [REDACTED]

How long have you been a Resident  (date: 3/2021) / Taxpayer  (date: 12/2013)

Amount of time you are available to give: 2-3 hours/week

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

- America's 250<sup>th</sup> Birthday Task Force
- \_\_\_\_\_
- \_\_\_\_\_

Seeking: Permanent Position  Alternate Position

Have you attended any meetings of the committee for which you are applying? Yes, the Select mtg on 6/3/2024

Relevant affiliation and work and personal experiences: Numerous non-profit, <sup>public</sup> and private sector boards, advisory councils and task forces

Town offices held in Falmouth or elsewhere and dates of years served: N/A

NOTE TO APPLICANT

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

I served in the US Coast Guard for 36 years and retired in 2018. My grandparents and mother were/are longtime Falmouth Residents and I spent childhood summers digging clams and netting crabs in Great Bay. I love Falmouth and love America. I believe in uniting us all around a shared purpose and values. The 250<sup>TH</sup> is all that!

You may attach a resume to this application.

List three (3) references:

Name	Title	Phone
1. <u>Karen Rinaldo</u>	<u>Owner, Gallery on Main</u>	[REDACTED]
2. <u>Jim Tow</u>	<u>Retired Army</u>	[REDACTED]
3. <u>Kevin Doyle</u>	<u>Retired USMC</u>	[REDACTED]

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

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

6/21/24  
DATE

[Signature]  
APPLICANT'S SIGNATURE

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

## **Sandra L. Stosz, Vice Admiral, U.S. Coast Guard (ret.)**

Admiral Sandy Stosz is an experienced senior leader who has served and operated in the military, maritime, homeland security, transportation, and academic sectors. Her expertise includes leadership development, strategic vision and planning, change management, training and education, and leading and managing complex organizations.



She started out in the Coast Guard as an ensign serving on polar icebreakers, conducting national security missions from the Arctic to the Antarctic. Her thirty-six-year career was filled with leadership lessons gleaned while breaking the first woman to command an icebreaker on the Great Lakes and to lead a U.S. armed forces service academy.

A line officer, Admiral Stosz served for 12 years at sea. While commanding the medium endurance cutter *Reliance* she and her crew patrolled off the coast of New York City, keeping the nation safe and secure following the terrorist attacks of September 11<sup>th</sup>, 2001. She led large Coast Guard organizations during times of crisis and complexity. As Superintendent of the U.S. Coast Guard Academy in New London, Connecticut, she was responsible for developing and educating a corps of 1,000 cadets. She also led the Coast Guard's recruit training center in Cape May, New Jersey where she was responsible for building the Service's enlisted workforce. She finished her career as the first woman assigned as Deputy Commandant for Mission Support, directing one of the Coast Guard's largest enterprises. She was responsible for all facets of support for the Coast Guard's diverse mission set through oversight of human capital, lifecycle engineering and logistics, acquisitions, information technology, training and education and security.

Admiral Stosz graduated from the Coast Guard Academy with a Bachelor of Science degree in Government. She earned a Master of Business Administration degree from Northwestern University's Kellogg Graduate School of Management and a Master of National Security Strategy from the National War College. She completed an executive fellowship in national security through the MIT Seminar XXI program and completed the Navy's Executive Business Course at the University of North Carolina's Kenan-Flagler business school.

Admiral Stosz's military awards include two Coast Guard Distinguished Service Medals, three Legion of Merit Medals and four Meritorious Service Medals. She is the recipient of the National Maritime Historical Society Distinguished Service Award; Soldiers, Sailors, Marines, Coast Guardsmen and Airmen's Club Distinguished Military Leadership Award; Girl Scouts of America Trail Blazer Award, and the Connecticut Woman of the Year award. In 2012, *Newsweek's* "The Daily Beast" named her as one of 150 Women who Shake the World.

Following retirement from the Coast Guard, Sandy established Sandra L. Stosz, LLC, focused on leadership and leader development. She is a member of the board of directors of Modern Woodmen of America. In her volunteer capacity, she serves as a trustee for the James M. Loy Institute for Leadership, a member of the Flag and General Officer Advisory Council to the President of Arizona State University, the Darley Defense Advisory Board, and the Government Technology and Services Coalition Editorial Board.

She is the author of *Breaking Ice & Breaking Glass: Leading in Uncharted Waters*.

Outside of work, Sandy enjoys hiking, swimming, birdwatching, beachcombing, and spending time with her family.

## **OPEN SESSION**

### **PUBLIC HEARINGS**

1. Shade Tree Hearing – on application of the Town Engineer for the removal of 1 *Acer rebrum* (Red maple) to accommodate construction of an upcoming sidewalk at 31 Old Dock Road, North Falmouth



## AGENDA ITEM SUMMARY SHEET

**ITEM NUMBER:** Public Hearings 1.

**ITEM TITLE:** Public Hearings- Shade Tree Hearing- on application of the Town Engineer for the removal of one *Acer rubrum* (Red Maple) to accommodate construction of an upcoming sidewalk at 31 Old Dock Road, North Falmouth

**MEETING DATE:** 9/23/2024

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

**SUBMITTED BY:** Town Engineering Department

**ATTACHMENTS:** Application for Hearing and Removal of Town Shade Tree; Opinion Letter from Jeremiah Pearson; Notice of Public Hearing dated August 30, 2024

---

### PURPOSE:

The Select Board will conduct a public hearing in accordance with MGL Chapter 87, Sections 3 and 4, to consider the removal of one *Acer rubrum* (Red Maple) to accommodate construction of an upcoming sidewalk at 31 Old Dock Road, North Falmouth.

### BACKGROUND/SUMMARY:

- The Town Engineering Department submitted an Application for Hearing & Removal of Town Shade Tree (see attached).
- According to the application, the subject tree needs to be removed to accommodate the construction of a sidewalk that is needed for safety considerations to connect pedestrians from the bike path parking lot to the Town boat ramp and public landing.

- The public hearing was properly advertised on August 30, 2024.
- The Tree Warden issued an Opinion Letter stating that he recommended that the tree be removed due to concerns that the construction work on the sidewalk would likely damage its root structure.
- The Tree Warden further stated that he recommended that three suitable trees no less than 2" caliper be planted to replace the removed tree.

**DEPARTMENT RECOMMENDATION:**

The Parks Superintendent recommends that the Select Board approve the application of the Town Engineer for the removal of one Acer rubrum (Red Maple) to accommodate construction of an upcoming sidewalk at 31 Old Dock Road, North Falmouth, as presented.

**OPTIONS:**

- Motion to approve the application of the Town Engineer for the removal of one Acer rubrum (Red Maple) to accommodate construction of an upcoming sidewalk at 31 Old Dock Road, North Falmouth, as presented.
- Motion to deny approval of the application of the Town Engineer for the removal of one Acer rubrum (Red Maple) to accommodate construction of an upcoming sidewalk at 31 Old Dock Road, North Falmouth.
- Some other Board defined alternative.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

**FINANCE DIRECTOR COMMENTS (IF APPLICABLE):**

N/A

**TOWN MANAGER COMMENTS:**

The Town Manager recommends that the Select Board approve the application of the Town Engineer for the removal of one Acer rubrum (Red Maple) to accommodate construction of an upcoming sidewalk at 31 Old Dock Road, North Falmouth, as presented.

*Michael Renshaw*

---

**Town Manager**

9/19/2024

**Date**

# NOTICE OF A PUBLIC HEARING

## Removal of Public Shade Trees Town of Falmouth, Department of Public Works

In accordance to Massachusetts General Laws Chapter 87, Sections 3 and 4, a public hearing will be held on Monday, September 23, 2024 at 6:45 PM in the Select Board Meeting Room at 59 Town Hall Square, Falmouth, MA to consider the removal of the following public tree(s):

Locations:

1. 31 Old Dock Road – Removal of 1 *Acer rubrum* (Red maple)

*Size (DBH 26.5').*

Reason: Construction of upcoming sidewalk

The tree(s) identified above have been posted for public inspection. Any objections to their removal must be submitted in writing to the Tree Warden prior to or during the hearing. The mailing address for the Tree Warden is Department of Public Works, Town of Falmouth, 416 Gifford Street, Falmouth, MA 02540. Email:

[jeremiah.pearson@falmouthma.gov](mailto:jeremiah.pearson@falmouthma.gov), Phone: 508-457-2543 x3008



## Select Board Agenda of September 23, 2024

Shade Tree Hearing for removal of one Red Maple at 31 Old Dock Road to prepare for an upcoming sidewalk as requested by the Town Engineer.

To be mitigated with Replacement Trees



# *Town of Falmouth*

## *Department of Public Works*

Parks & Forestry Division

416 Gifford Street  
Falmouth, MA 02350

Telephone: (508) 457-2543  
Fax: (508) 548-1537

Jeremiah Pearson  
Parks Superintendent

## Opinion letter for the removal of one Red Maple Tree located at 31 Old Dock Road



The Town of Falmouth Engineering Department has requested the removal of a Red Maple tree for the construction of an upcoming sidewalk located 31 Old Dock Road. This sidewalk construction is needed for safety reasons to connect pedestrians from the bike path parking lot to the Town boat ramp and public landing. Although this tree is currently healthy, excavation and construction that would be needed to take place within the maples critical root zone would detrimentally impact its health and structural integrity. It is my recommendation that the tree be removed and mitigated with the replacement of three suitable trees no less the 2" caliper in its place or in the surrounding area. The goal of the Parks Department is to preserve and protect trees, unfortunately this tree will need to be removed to allow safe passage for its pedestrians.

Submit in Duplicate

Town of Falmouth

Application for Hearing & Removal of Town Shade Tree

To: Falmouth Board of Selectmen

(To be filled out by applicant)

Name of Applicant (Owner):

Street Address:

Section of Town:

Telephone Number:

Reason for Tree Removal Request:

Legal Advertising Fee to be paid by applicant: \$25.00

Signature of Applicant:

(To be filled out by DPW Tree Warden)

Variety of Tree  Condition of Tree

Approximate Height  Diameter of Tree

Can Tree be Removed  Estimated Cost/Moving

Estimated Cost/Removing

Recommendation of DPW Tree Warden

Action Taken by Board of Selectmen

<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

Board of Selectmen

Date of Posting of Tree

Date of Legal Advertising in Newspaper

Date of Removal of Tree

**NOTICE OF A PUBLIC HEARING**  
Removal of Public Shade Trees  
Town of Falmouth, Department of Public  
Works

In accordance to Massachusetts General Laws Chapter 87, Sections 3 and 4, a public hearing will be held on Monday, September 23, 2024 at 6:45 PM in the Select Board Meeting Room at 59 Town Hall Square, Falmouth, MA to consider the removal of the following public tree(s):

Locations:

1. 31 Old Dock Road – Removal of 1 Acer rubrum (Red maple)  
Size (DBH 26.5').

Reason: Construction of upcoming sidewalk

The tree(s) identified above have been posted for public inspection. Any objections to their removal must be submitted in writing to the Tree Warden prior to or during the hearing. The mailing address for the Tree Warden is Department of Public Works, Town of Falmouth, 416 Gifford Street, Falmouth, MA 02540. Email: [jeremiah.pearson@falmouthma.gov](mailto:jeremiah.pearson@falmouthma.gov), Phone: 508-457-2543 x3008

August 30, 2024

## OPEN SESSION

## PUBLIC HEARINGS

2. Wetlands/Dock Hearing – Eric and Sabina Hamre – application to construct a fixed pier that will extend approximately 76 feet seaward of mean high water into Green Pond, located at 218 Acapesket Road, East Falmouth (rescheduled to October 7, 2024)



## AGENDA ITEM SUMMARY SHEET

**ITEM NUMBER:** Public Hearing 2.

**ITEM TITLE:** Wetlands/Dock Hearing- Eric and Sabina Hamre- application to construct a fixed pier that will extend approximately 76 feet seaward of mean high water into Green Pond, located at 218 Acapesket Road, East Falmouth (rescheduled to October 7, 2024)

**MEETING DATE:** 9/23/2024

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

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

**ATTACHMENTS:** Corrected Public Hearing Notice (September 20, 2024 and September 27, 2024); Emails and guidance of Town Counsel

---

### PURPOSE:

This Public Hearing is being rescheduled to October 7, 2024, due to an incorrect posting and advertisement in the local newspaper of the original hearing.

The defective advertisement, which ran in the local newspaper on September 6, 2024, and September 13, 2024, did not include the property address where the dock is proposed to be constructed.

A corrected advertisement is scheduled to run in the local paper on September 20, 2024, and again on September 27, 2024 and the hearing will be held on October 7, 2024.

**BACKGROUND/SUMMARY:**

N/A

**DEPARTMENT RECOMMENDATION:**

Not Applicable; this public hearing is being re-advertised and scheduled for October 7, 2024.

**OPTIONS:**

N/A

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

**FINANCE DIRECTOR COMMENTS (IF APPLICABLE):**

N/A

**TOWN MANAGER COMMENTS:**

Not Applicable; this public hearing is being re-advertised and scheduled for October 7, 2024.

*Michael Renshaw*

\_\_\_\_\_

Town Manager

9/19/2024

Date

corrected  
notice

PUBLIC HEARING NOTICE

The Falmouth Select Board will hold a public hearing under Section 240-14.8 (Wetlands Regulations) of the Zoning Bylaws of the Town of Falmouth on Monday, October 7, 2024 at 6:45 p.m. in the Select Board Meeting Room, Falmouth Town Hall, 59 Town Hall Square on the application of Eric W. and Sabina H. Hamre for permission to construct a fixed pier that will extend approximately 76 feet seaward of mean high water into Green Pond, located at 218 Acapesket Road, East Falmouth, MA. Area affected is Green Pond. Interested parties may review the file on this hearing at the Office of the Select Board.

Per Order of the  
Falmouth Select Board

*Publication dates: Friday, September 20, 2024 and Friday, September 27, 2024; Falmouth Enterprise.*

## Diane Davidson

---

**From:** Maura O'Keefe  
**Sent:** Tuesday, September 17, 2024 9:30 AM  
**To:** Diane Davidson  
**Subject:** Re: Public Hearing Notice Missing Address

Diane,

Yes, that is a great idea.

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



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

---

**From:** Diane Davidson <[diane.davidson@falmouthma.gov](mailto:diane.davidson@falmouthma.gov)>  
**Sent:** Tuesday, September 17, 2024 9:10 AM  
**To:** Maura O'Keefe <[maura.okeefe@falmouthma.gov](mailto:maura.okeefe@falmouthma.gov)>  
**Subject:** RE: Public Hearing Notice Missing Address

Hi Maura,

One more step I would like to verify: Since this hearing was published in the newspaper, should this hearing remain listed on the September 23 agenda for the Select Board to open and close and announce that the hearing was re-scheduled for Monday, October 7?

Thank you again,

Diane

**From:** Maura O'Keefe <[maura.okeefe@falmouthma.gov](mailto:maura.okeefe@falmouthma.gov)>  
**Sent:** Tuesday, September 17, 2024 8:23 AM  
**To:** Diane Davidson <[diane.davidson@falmouthma.gov](mailto:diane.davidson@falmouthma.gov)>  
**Subject:** Re: Public Hearing Notice Missing Address

Diane,

The address is critical to alerting the abutters that there is a hearing. The notice is defective and must be republished.

Thanks,

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



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

---

**From:** Diane Davidson <[diane.davidson@falmouthma.gov](mailto:diane.davidson@falmouthma.gov)>  
**Sent:** Monday, September 16, 2024 3:51 PM  
**To:** Maura O'Keefe <[maura.okeefe@falmouthma.gov](mailto:maura.okeefe@falmouthma.gov)>  
**Subject:** Public Hearing Notice Missing Address

Hi Maura,

A public hearing notice was published in the Enterprise on 9/6 and 9/13 for a dock hearing to be held on 9/23. Copies were mailed to abutters. I noticed that the street address was missing on the ad. Should the hearing notice be corrected, a new hearing date scheduled, and a new notice sent to the paper and to abutters? Or can we post a corrected notice in the newspaper and on the website and mail corrected notices to abutters?

Thank you for your advice.

Diane

**Diane S. Davidson**  
Office Manager/Licensing  
Office of the Town Manager & Select Board

59 Town Hall Square  
Falmouth, MA 02540  
(508) 495-7321  
[diane.davidson@falmouthma.gov](mailto:diane.davidson@falmouthma.gov)



*Please note that the Massachusetts Secretary of State has determined that most email correspondence is public record and therefore cannot be kept confidential.*

PUBLIC HEARING NOTICE

The Falmouth Select Board will hold a public hearing under Section 240-14.8 (Wetlands Regulations) of the Zoning Bylaws of the Town of Falmouth on Monday, September 23, 2024, at 6:45 p.m. in the Select Board Meeting Room, Falmouth Town Hall, 59 Town Hall Square on the application of Eric and Sabina Hamre for permission construct a fixed pier that will extend approximately 76 feet seaward of mean high water into Green Pond. Area affected is Green Pond. Interested parties may review the file on this hearing at the Office of the Select Board.

Per Order of the  
Select Board

*Publication dates: Friday, September 6, 2024 and Friday, September 13, 2024;  
Falmouth Enterprise.*

## OPEN SESSION

### BUSINESS

1. Discuss vehicle idling concerns at the Steamship Authority's Woods Hole parking area with Board of Health members **(10 minutes)**



**ITEM NUMBER:** Business 1.

**ITEM TITLE:** Discuss vehicle idling concerns at the Steamship Authority's Woods Hole parking area with the Board of Health Chairman

**MEETING DATE:** 9/23/2024

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

**SUBMITTED BY:** Scott McGann, Health Agent

**ATTACHMENTS:** Letter from Board of Health to Select Board date March 23, 2023;  
Letter from Board of Health to Select Board

---

**PURPOSE:**

The Board of Health Chairman, Kevin Kroeger, and member George Heufelder will discuss the Board of Health's concerns with air pollution associated with idling vehicles at the Steamship Authority's Woods Hole parking facility, and discuss the merits of using a portion of the embarkation funds for enforcement on idling or vehicles, namely commercial trucks, waiting for the ferry at the terminal in Woods Hole.

**BACKGROUND/SUMMARY:**

- SMART Citizens Task Force requested to be on the Board of Health agenda in 2023 and have been appearing off and on since then.
- The reason was over concerns from SMART Citizens regarding the Steamship Authority noise on Woods Hole Road and the Steamship parking lot and emissions primarily from truck transport.

- Last year, the Board of Health sent a letter to the Select Board asking for utilization of embarkation funds for policing of vehicles for excessive idling that may be affecting air quality.
- No Idling signage needs to be examined to ensure that they are well written and properly located.
- At their July 15, 2024 meeting, the Board of Health voted to submit another letter requesting a discussion with the Select Board on the matter.

**DEPARTMENT RECOMMENDATION:**

The purpose of this agenda item is for discussion only. No specific Select Board action is being requested at this time.

**OPTIONS:**

N/A

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

**FINANCE DIRECTOR COMMENTS (IF APPLICABLE):**

N/A

**TOWN MANAGER COMMENTS:**

The purpose of this agenda item is for discussion only. No specific Select Board action is being requested at this time.

*Michael Renshaw*

---

**Town Manager**

9/17/2024

**Date**



# Falmouth Health Department

Falmouth Town Hall • 59 Town Hall Square • Falmouth, Massachusetts 02540  
(508) 495-7485 • health@falmouthma.gov

March 23, 2023

Dear SelectBoard:

Citizens in the area of Woods Hole near the Steamship Authority have come before the Board of Health with various concerns regarding the impact of the Steamship Authority operations on their overall health and wellbeing. In discussions among the Board of Health Members, we find that some of their complaints have plausible connection with public health and safety that should be addressed. In particular, we find that the excessive idling of trucks, at variance with state regulations, exposes the residents in the immediate area as well as the visitors and travelers to noxious fumes. In addition, we are concerned about verification that trucks hauling wastewater sludge and trash are sound and not leaking substances onto the streets of Falmouth during transport.

We understand that there are funds set aside for the abatement of impacts such as this. We find it reasonable to assign someone with police authority to enforce the provisions of the state regulations in regard to the duration of engine idling, the proper inspection stickers, and the soundness of the vehicles to contain any wastes that they may be hauling over the streets of the Town of Falmouth. The Board of Health requests that Board of Selectmen take this matter into consideration. We believe that this is most appropriate for someone with police authority over vehicles to be assigned to this area, particularly in the morning hours when the traffic of such vehicles is most intense.

By vote taken on March 13, 2023 *unanimously with all members present.*  
*Rmz.*

X *Diana Molloy*  
Diana Molloy

X *absent - authorized by GH.*  
George Heufelder

X *absent*  
Kevin Kroeger

X *John Waterbury*  
John Waterbury

X *Amy Roth*  
Amy Roth

Dear Selectboard Members:

You may recall that over one year ago, the Board of Health wrote to support a reasonable request made by the SMART Citizens Task Force to address the issue of air pollution in association with the embarking of vehicles from the Steamship Authority. Specifically, in consideration of the excessive idling of vehicles waiting for the ferry and the lack of enforcement of the laws prohibiting such, they are requesting, and the Board of Health supports, the use of the annual Embarkation Funding to support/fund an enforcement presence in the staging area and increased signage to remind travelers of the Commonwealth's law in this regard.

The Board of Health, in its many discussions, finds that this request, which supports prevention of air pollution, would have significant positive impact on the air quality of the adjacent property owners as well as the travelers and visitors to Woods Hole. The funding of an enforcement officer dedicated to this task seems well within the fund's present level. We realize that there are many requests for these funds ranging from emergency and police personnel and have heard the arguments that the present staffing situation just doesn't allow for a dedicated person for this task. However, we conclude that of all the expenditures listed in the budget of that program, the request for a dedicated person for surveillance of the idling issue would result in the most tangible acute benefit to the area of direct impact.

Accordingly, we would like to request to meet with your board at a regularly scheduled meeting to discuss this issue as it directly impacts the respiratory health of a number of residents and visitors to our community.

**OPEN SESSION**

**BUSINESS**

2. Report – Recreation Committee **(15 minutes)**



## AGENDA ITEM SUMMARY SHEET

**ITEM NUMBER:** Business 2.

**ITEM TITLE:** Report- Recreation Committee

**MEETING DATE:** 9/23/2024

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

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

**ATTACHMENTS:** Recreation Committee Presentation

---

### **PURPOSE:**

The Chairman of the Recreation Committee will present an annual report to the Select Board.

### **BACKGROUND/SUMMARY:**

- In accordance with the Town Charter, the Recreation Committee is comprised of 7 appointed members.
- The Recreation Committee is responsible for recommending policies to the Select Board regarding comprehensive year-round, indoor-outdoor recreation policies and programs.
- Such policies and programs shall be designed to meet the recreational needs of children, youth, adults and the elderly.

**DEPARTMENT RECOMMENDATION:**

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

**OPTIONS:**

N/A

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

**FINANCE DIRECTOR COMMENTS (IF APPLICABLE):**

N/A

**TOWN MANAGER COMMENTS:**

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

*Michael Renshaw*

\_\_\_\_\_  
Town Manager

9/17/2024

Date

# Recreation Committee Report

September 26, 2024



## Recreation Department Website Statement

“The Falmouth Recreation Department has adopted a philosophy for all of its programs that emphasizes a safe and healthy environment that provides sportsmanship, respect, responsibility, and teamwork while always increasing positive self-esteem. We feel that through this philosophy winning and losing will not be as important as learning and fun for all.”

# Recreation Committee Mission

A Recreation Committee of seven (7) members shall be appointed. The Recreation Committee shall be responsible for recommending policies to the Select Board regarding comprehensive year-round, indoor-outdoor recreation policies and programs. Such policies and programs shall be designed to meet the recreational needs of children, youth, adults and the elderly.

\*We remind the public and special interest groups at meetings often we are an advisory board for the Select Board; we have no decision power over policy, pickleball lines, poor grass fields or a broken swings, etc.; we cannot give recommendations to the Recreation Director or Town Manager either and or spend capital funds.

# Recreation Committee Members

## Order of Members by Years of Service

Sandy Cuny, Vice Chair

Patricia Morano

Robert Brown, Chair

Michael Heylin

Scott Ghelfi

Thomas Zine

Richard Boles

---

## GUS CANTY COMMUNITY CENTER

### HOURS

Monday - Thursday 8:00AM -  
9:00PM

Friday - 8:00AM - 5:00PM

Saturday - 8:00AM-4:30PM

Sunday - CLOSED

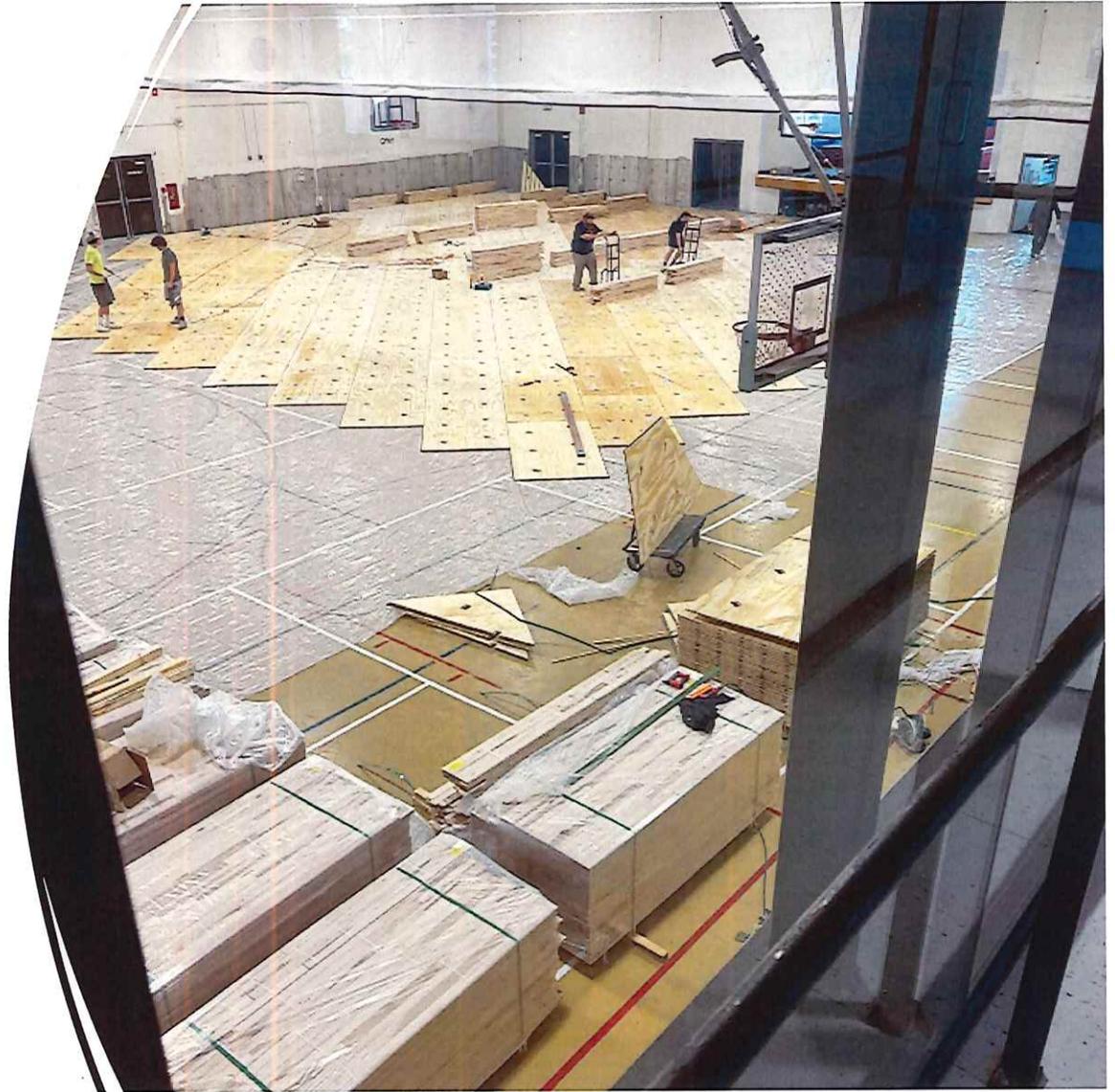
*Hours of Operation  
are seasonally adjusted.*



**Gymnasium is currently closed for new wood floor installation.**

**Thank you for Funding and fixing the roof.**

---



## Recreation Department Staff

**Julie Williams-Tinkham, Director (New Hire)**

**Kevin Rottler, Assistant Director**

**Lindsey Demers, Senior Office Asst.**

**Adam Souweine, Program Director**

**\*Vacant Position, Program Director**

**\*Vacant Position, Program Director**

\* Vacant positions believed not advertised in August 2024 and Town website “Current Job Openings” as of this writing.

The care, development and safety of our Town’s children requires full staffing and open building hours. Our adult population is growing too with more pickleball and tennis players since the Covid 19 pandemic. Pickleball players need more Gus Canty Center open hours to play in colder months and inclement weather. Recreation Committee recommends the Department GROW with new and innovating programs to serve the Community not less staff.

## Meetings

Recreation Committee meets on the Second Wednesday of the Month at 7:00 PM at the Gus Cauty Community Center 790 Main Street, Falmouth, MA 02540.

Over the years, we may change Committee dates in November and April due to Town Meeting schedules. We have met eight out of nine months for the calendar year. Quorums for Meetings are not an issue.

The Committee holds special meetings when necessary and requested by Director.

Meetings are in Person. The meetings are not available live or recorded on Falmouth Community Television for the public viewing.

Hybrid technologically or TV broadcasting is not available at Gus Cauty building by Recreation or other municipal Committees that meet at facility.

## **Select Board liaison**

Robert Mascali, Esq. is our Committee's Select Board Liaison he has attended almost all our meetings since elected and assigned to the Committee. He has attended meetings with Committee Chair and Vice Chair with Town Manager and Department of Public Works (DPW) Director.

Select Mascali often provides public comment in beginning of meeting to inform Committee on Select Board's capital, maintenance and Community Preservation policies pertinent to Recreation and additional helpful comments.

Recreation Committee is grateful for his time, input and energy. 

## Recreation Department is More than Sports!

Recreation Dept. hosts meetings and events involving science, arts, crafts, Boy Scouts, Girl Scout, magic shows, small animal shows, Mah Jongg, Card Games, municipal meetings and wide variety of groups and entertainment.

There are many special events throughout the year including family activities, Halloween Trunk or Treat, High School "After Prom" party, which transforms the Recreation Dept. to the chosen senior theme atmosphere which is highly cherished in our Town.

There is a very popular teen center for our children to socialize, play games and enjoy life. On Friday Afternoons during the school year after dismissal, the Recreation Dept. becomes the most popular square feet for safe fun in Falmouth for middle school students and teenagers. The building logs in 65 to over a 100 children on school day Fridays. The Recreation Department is starting soon a new program for children on school early dismissal days.

Full and engaging Staffing is a must these days.



## School Half Day Program

Our Half-Day Recreation Program offers an engaging and dynamic environment for 5th-8th graders, blending fun activities with social interaction and skill development. Designed for students to enjoy their afternoons after school, the program provides a balanced mix of indoor and outdoor activities that promote physical fitness, creativity, teamwork, and personal growth.

# Recreation Department Building Issues

Recreation Committee renews our 2022 request for the Town to professionally inspect the building and budget the deferred maintenance problems and renovation needed in the high use bathrooms and an accessibility evaluation. Recreation Committee sent a letter in 2022 to DPW and Town Manager regarding the issues.

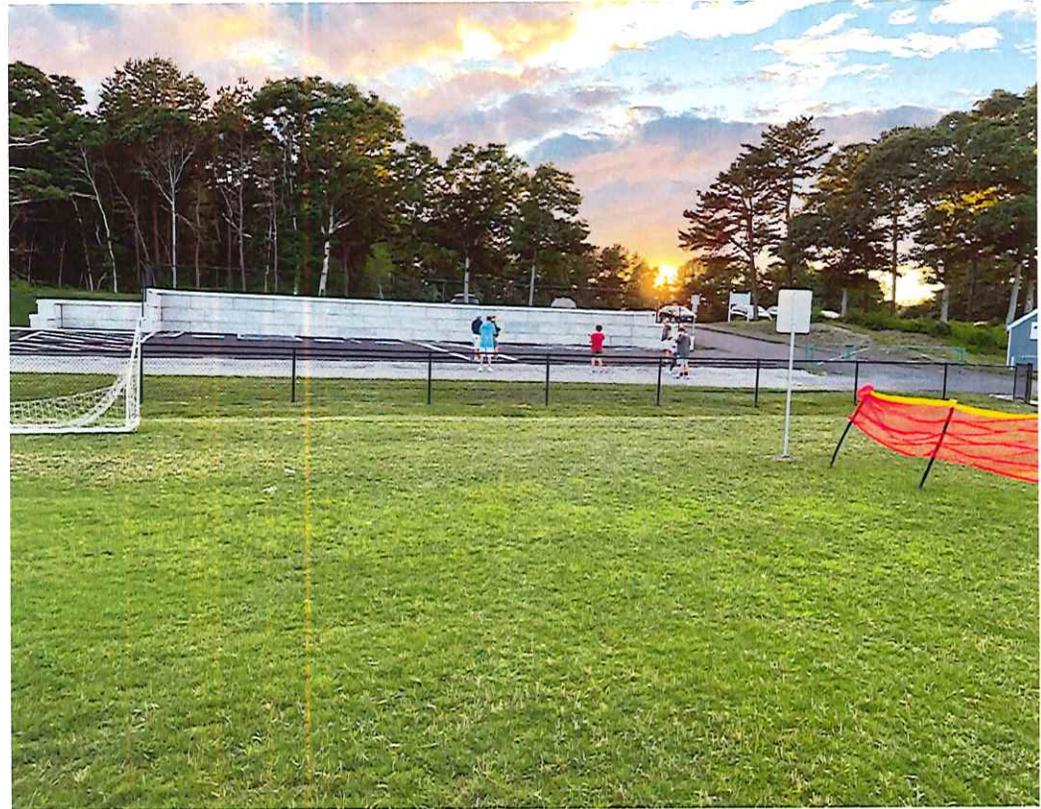
Recreation Committee also renews our 2022 request for new furniture in office and teen center.

## **Anniversary of the ADA\* Act - July 26, 1990**

Falmouth has made some slow accessibility progress at Upper Trotting Park Fields.

Recreation Committee is grateful with the 2022 accessible parking spaces at field level by Falmouth Department of Public Works. (DPW). Since then, no accessible paths have been budgeted, planned or built. The fields remain non-compliant to Architectural Access Board (AAB) Codes and Regulations.

(Photo 7/6/2022)



\* Americans Disability Act

## Field and Restroom Accessibility is a Civil Right

Upper Trotting Park is the center of much our children and adult field recreation There is accessible parking as of 2022. Once out of the vehicle there are no lawful accessible paths to Fields One, Two and Three. This recommendation by Committee for compliance with AAB Codes is now in its seventh year and a letter was sent to Board again on February 20, 2024.

Persons stay away from events where there is no accessibilities or proper rest rooms. Persons, elders, disabled, families and friends suffer when their civil rights for accessibility is not in place where public sanctioned recreation takes place.

Accommodations are needed at Trotting Park such as a golf cart to shuttle persons with mobility issues to Fields One, Two and Three until this is remedied.

The Town of Falmouth has a lawful obligation to abide by the accessibility civil right laws to areas open to the public with spectator areas at recreation facilities.

There is still time to amend your capital budget to begin to fix Upper Trotting Park fields accessibility laws. It can start with prompt engineering and design plans followed by funding.

Capital Spending Priorities - Fiscal Policy - Page 104 Select Board Packet (8-28-2023) Assistant  
Town Manager Presentation

CAPITAL SPENDING PRIORITIES – FROM FISCAL POLICY

- Imminent threat to the health and safety of citizens/employees/property
- Preservation of operations
- Legal requirement of Federal or State agencies
- Improvement of infrastructure
- Improvement in the efficiency and effectiveness of service delivery

# CODE OF MASSACHUSETTS REGULATIONS (ACCESS)

Massachusetts Architectural Access Board

## 521 CMR: ARCHITECTURAL ACCESS BOARD 521 CMR 19.00: RECREATIONAL FACILITIES 19.1 GENERAL

In pertinent part ... **All areas open to and used by the public**, including but not limited to locker rooms, shower facilities, saunas, steam rooms, suntanning rooms, weight rooms, aerobics and dance rooms, tennis, racquet and squash courts **and spectator areas in recreation facilities shall be accessible.**

**30.1.2 Portable Toilets:** For single user portable toilets clustered at a single location, at least 5% but **not less than one accessible toilet unit shall be installed at each cluster.** Accessible units shall be identified by the International Symbol of Accessibility. Portable units at construction sites used exclusively by construction personnel are not required to be accessible.

### 30.2 LOCATION

**Accessible toilet rooms shall be on an accessible route.** Where unisex toilet room(s) are provided, they shall be located in the same area as other toilet rooms.

# 2017 Athletic Field Master Plan

Funded by the Community Preservation

## SECTION 7.0 – OVERALL CONCLUSIONS

The Master Plan is the first step in identifying inventory constraints, community needs and a planning program to help the Town of Falmouth better meet the recreational needs of the community. Gale Associates, Inc. is a design and consulting firm of civil and structural engineers that was hired to determine the level of use for each athletic facility in the Town and formulated a planning program based on these use levels. Based on these assessments and the meetings with members of the Recreation Department, this report finds that the field demands placed on the Town have resulted in a deficit of three (3) multipurpose rectangular artificial turf fields or a deficit of nine (9) natural grass fields as determined in Section 5.0.

Gale concluded that many of the existing athletic fields have deficiencies in similar areas, which include little to no rest periods essential to turf growth and establishment, field areas devoid of turf (a potential safety hazard), a lack of site amenities, and a lack of ADA accessibility. The existing fields are significantly over-used, resulting in poor turf conditions and an unrealistic level of maintenance.

Gale's Master Plan provides a planning program that will guide the Town of Falmouth in its goal to provide adequate and safe athletic fields to its community. Additionally, Gale provided a customizable maintenance program for the Town to determine a maintenance schedule that aligns with their staffing levels and budget.

## Recreation Dept. Synthetic Turf Field Needed

Recreation Committee recommends full-size Synthetic Turf Field be installed at Upper Trotting Park soccer and lacrosse field.

Upper Trotting Park and Gaspa fields cannot withstand the annual uses by adults and children to remain playable and safe.

This project must be budgeted from capital for the most part since Community Preservation is prohibited to fund “the acquisition of artificial turf for athletic fields (M.G.L. c. 44B§,5 (b)(2)).

The Design and Engineering is on proposed in the Capital Improvement Fiscal Year 2025 Budget with Build in the 2026 Proposed Budget. We hope the Select Board and Town can support this Recreation project. Our children and adults could play soccer year around and rain or shine.

## Pickleball and Tennis

Our growing adult population of pickleball and tennis players has caused Recreation Department staff time to manage Courts with tennis and pickleball play schedules, conflicts and neighbor noise and parking issues.

Recreation Committee has a pickleball sub committee to learn and listen to the wishes of the pickleball community. The Recreation Committee has listened to complaints regarding noise and parking issues at Swift Park and Nye Park from pickleball court use.

Many well attended meetings occur regarding pickleball players seeking more playing time; more courts for the rush hour morning play time and the use of tennis courts when not used by tennis players.

In the past we heard public advocacy keep Lawrence School courts open and closed. We heard from teenagers and adults concerning the tennis courts locked up at the Lawrence School for over one year ten months due to Superior Court shutdown due to noise complaints now resolved. The Lawrence School courts recently reopened for Tennis and Basketball only.

## Recreation Department Playgrounds

1. SBLI Accessible Playground at George Gaspa Complex installation by DPW employees is complete with the financial support of Falmouth Road Race.
2. Fuller Field Playground Accessible Playground is enjoyed by the Community. This site requires good lighting, security cameras and signage to deter vandalism.
3. Falmouth Community Place Space concept is for a multi generational inclusive play area located at Goodwill Park. This 2019 Community Preservation Project is again on the November Town Warrant for funding to develop a site analysis, conceptual plan and play space master plan.

Recreation Committee thanks Commission on Disabilities, Chair Kathleen Haynes for her advocacy, time and energy in pursuit of this multi generational inclusive play space concept to reality. 👍

## Community Preservation (CP) Funding Outdoor Active Recreation

### Open Projects – Needing Additional Funds

1. Falmouth Youth Baseball – John Neill Field Complex Infrastructure, Accessibility and Safety Rehabilitation was funded in April 2022 Town meeting. The project was very late to get started is incomplete. This project had to be completed in two phases. Second Phase CP Application recently was filed with the hopes of approval at April 2025 Town Meeting.
2. This project will occur at Woods Hole - Taft Park. The 2021 Bell Tower Tennis Courts Rehabilitation funded project was to be completed December 31, 2022. This stalled project seeks additional funds through another application to address rising costs and most importantly to fund engineering for ADA handicap parking and accessibility paths.

The above projects are long, long overdue. We seek Select Board advocacy for Town Meeting approval.

## Recreation Infrastructure

We are not allotted enough time in this presentation to report on all the needs of our Recreations fields and courts . We shall write a separate report with recommendations to the Select Board.

## **Recreation Committee Wish List**

- All Recreation Sites and Playgrounds be Safe and Accessible.
- Falmouth Youth Baseball – John Neill Fields Safety and Accessibility Project and Bell Tower Court and Playground (Woods Hole) Safety and Accessibility Rehabilitation be completed.
- Recreation Department Full Staffing.
- New synthetic grass field for Recreation Department use.
- New pickleball courts well built and located in a manner acceptable to neighbors. More seasonal indoor Pickleball hours and programs.
- New Furniture for Recreation Department Office and Teen Center.

# Thank You

The Recreation Committee recognizes and welcomes our new director and the grateful for her hire and application.

We recognize the good work and commitment of Recreation, DPW employees without them our recreation programs fail.

The End



## OPEN SESSION

## BUSINESS

3. Consider approval of Falmouth Affordable Housing Fund Application – 545 Main Street, Bushwood 545 Main Street, LLC (Michael Galasso) **(15 minutes)**



**ITEM NUMBER:** Business 3.

**ITEM TITLE:** Falmouth Affordable Application – 545 Main Street – Bushwood 545 Main Street, LLC - Michael Galasso

**MEETING DATE:** 9/23/2024

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

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

**ATTACHMENTS:** FAHF Application w/attachments, FAHF Evaluation Form; Town Manager Recommendation dated August 2, 2024; Letter to CPC from Applicant dated August 21, 2024; CPC Recommendation dated August 28, 2024; and Town Manager Recommendation dated September 3, 2024

---

**PURPOSE:**

A brief presentation will be provided by Michael Galasso requesting the Select Board's approval of his application to the Falmouth Affordable Housing Fund (FAHF) for \$2,400,000 in funding for the acquisition of the property located at 545 Main Street, Falmouth to convert the former nursing home into a combination of long-term and short-term rental workforce housing.

**BACKGROUND/SUMMARY:**

- The FAHF received an application from Michael Galasso (Bushwood 545 Main Street, LLC) requesting \$2,400,000 in funding for the acquisition of the property located at 545 Main Street. Mr. Galasso is converting the former Royal Nursing Home into a 67-unit long-term and short-term workforce housing rental complex.

- Of those 67 units, 30 were permitted under the Mixed Residential Commercial Overlay District bylaw (MRCOD) as long-term residential units, 8 of which are required to be deed restricted at 80% of the area median income (AMI).
- The applicant has proposed to deed restrict the remaining 22 long-term rental units at 120% of the AMI.
- Of those 30 units, 6 are one-bedroom and 24 are studios. All 30 will have 12-month lease terms. The remaining 37 units are considered "single room occupancy" (SRO) units. They will be leased for 60 days initially and can be extended in 30 day increments thereafter. Rent will be charged at 140% of the AMI.
- On July 31, 2024, the applicant met with the Falmouth Affordable Housing Fund Working Group (FAHF Working Group), which gave a positive recommendation to the Town Manager as follows: *"That Mr. Galasso be awarded \$250,000 for the acquisition of the property located at 545 Main Street and the remaining balance of the request in the amount of \$2,150,000 be awarded for construction of the 30 affordable deed restricted units that were permitted under MRCOD with the condition that 3 of the proposed 120% AMI units be restricted at 100% AMI."*
- On August 2, 2024, the Town Manager sent a memo to the Community Preservation Committee (CPC) recommending approval of the application as recommended by the FAHF Working Group.
- On August 21, 2024, Michael Galasso sent a letter to the CPC requesting that they consider providing \$850,000 for the acquisition rather than the original request of \$250,000.
- On August 22, 2024, the applicant appeared before the Community Preservation Committee, which voted to approve the requested \$2,400,000, with the condition that the matter be sent back to the FAHF Working Group/Town Manager/Select Board to work out the disbursements for acquisition and construction.
- On August 28, 2024, the applicant met with the FAHF Working Group requesting they consider the \$850,000 for acquisition. Following a detailed dialogue with the applicant, the FAHF Working Group recommended an award of \$2,400,000, for all the reason outlined in the Town Manager's recommendation memo dated September 3, 2024. Specifically, funding for acquisition would be limited to \$250,000 and three (3) of the

long-term residential units would be converted from the proposed 120% AMI to 100% of the AMI.

- On September 3, 2024, the Town Manager sent a memo to the Select Board recommending the following: That Bushwood 545 Main Street, LLC be awarded \$250,000 for the acquisition of the property located at 545 Main Street and the remaining balance of the request in the amount of \$2,150,000 be awarded for construction of the 30 affordable, deed restricted units that were permitted under MRCOD with the condition that three (3) of the proposed 120% AMI units be restricted at 100% AMI.
- Please note that this award is only pertaining to the 30 MRCOD units. The remaining 37 SRO units will be rented at 140% AMI and per the Board of Trustees' Funding Priorities as adopted by the Trustees on May 6, 2024, the FAHF only funds up to 120% for rentals.

#### **DEPARTMENT RECOMMENDATION:**

The Housing Coordinator recommends that the Select Board support and approve this application as recommended by the FAHF Working Group on August 28<sup>th</sup> and the Town Manager in his memo dated September 3, 2024.

#### **RECOMMENDED MOTION:**

"I move that the Select Board, acting as Trustees of the Falmouth Affordable Housing Fund, grant \$2,400,000 to Bushwood 545 Main Street, LLC, \$250,000 for the acquisition of the property located at 545 Main Street and \$2,150,000 for the construction of 30 affordable deed restricted rental units with the condition that 3 of the units deed restricted at 120% AMI be deed restricted at 100% of the AMI and authorize the Town Manager to execute the documentation setting forth the terms of the financial award to Bushwood 545 Main Street, LLC."

#### **OPTIONS:**

- Acting as Trustees of the Falmouth Affordable Housing Fund, motion to grant \$2,400,000 to Bushwood 545 Main Street, LLC, \$250,000 for the acquisition of the property located at 545 Main Street and \$2,150,000 for the construction of 30 affordable deed restricted rental units with the condition that 3 of the units deed restricted at 120%

AMI be deed restricted at 100% of the AMI and authorize the Town Manager to execute the documentation setting forth the terms of the financial award to Bushwood 545 Main Street, LLC.

- Motion to deny the grant request of \$2,400,000 to Bushwood 545 Main Street, LLC as presented.
- Some other Board defined alternative.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

**FINANCE DIRECTOR COMMENTS (IF APPLICABLE):**

N/A

**TOWN MANAGER COMMENTS:**

The Town Manager recommends that the Select Board, acting as Trustees of the Falmouth Affordable Housing Fund, grant \$2,400,000 to Bushwood 545 Main Street, LLC, \$250,000 for the acquisition of the property located at 545 Main Street and \$2,150,000 for the construction of 30 affordable deed restricted rental units with the condition that 3 of the units deed restricted at 120% AMI be deed restricted at 100% of the AMI and authorize the Town Manager to execute the documentation setting forth the terms of the financial award to Bushwood 545 Main Street, LLC.

*Michael Renshaw*

\_\_\_\_\_

Town Manager

9/16/2024

Date



**OPEN SESSION**

**BUSINESS**

4. Consider the approval of Falmouth Affordable Housing Fund Application – 48 Benjamin Nyes Lane, Habitat for Humanity of Cape Cod **(15 minutes)**



**ITEM NUMBER:** Business 4.

**ITEM TITLE:** Falmouth Affordable Housing Fund Application – 48 Benjamin Nyes Lane - Habitat for Humanity of Cape Cod (HHCC)

**MEETING DATE:** 9/23/2024

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

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

**ATTACHMENTS:** FAHF Application w/attachments, FAHF Evaluation Form, Town Manager Recommendation, CPC Recommendation, HHCC's Presentation and Concept Site Plan

---

**PURPOSE:**

A brief presentation will be provided by Beth Wade, Director of Land Acquisition and Project Development, Habitat for Humanity of Cape Cod (HHCC) requesting the Select Board's approval of their application to the Falmouth Affordable Housing Fund (FAHF) for \$1,500,000 in funding for the acquisition of land located at 48 Benjamin Nye Road, North Falmouth and to construct 14 affordable deed restricted single-family homes.

**BACKGROUND/SUMMARY:**

- HHCC is collaborating with the 300 Committee Land Trust, Inc. on this project. HHCC will develop 14 single-family homes for homeownership on 7.5 acres of land at 48 Benjamin Nyes Lane. All homes will be deed restricted as affordable in perpetuity.
- The remaining 48+/- acres of land will be restricted as open space.

- Of the 14 single-family homes, there will be 9 three-bedroom homes, 4 two-bedroom homes, and 1 four-bedroom home. The homes will be deed restricted at 60% of the area median income (AMI) and 80% of the AMI in perpetuity.
- HHCC filed an application requesting funding in the total amount of \$1,500,000, \$1,000,000 for land acquisition and \$500,000 for the construction of the 14 affordable deed restricted single-family homes.
- On July 31, 2024, the applicant met with the Falmouth Affordable Housing Fund Working Group, which gave a positive recommendation to the Town Manager as follows: That HHCC be awarded \$250,000 for the land acquisition and the remaining balance of the request in the amount of \$1,250,000 be awarded for the construction of the 14 affordable deed restricted homes.
- On August 2, 2024, the Town Manager sent a memo to the Community Preservation Committee recommending approval of the application as recommended by the FAHF Working Group.
- On August 22, 2024, the applicant went before the Community Preservation Committee, which gave a positive recommendation to the Select Board as outlined in the Town Manager's recommendation memo.

**DEPARTMENT RECOMMENDATION:**

The Housing Coordinator recommends that the Select Board as Trustees of the FAHF support and approve this application as outlined in the Town Manager's recommendation.

**RECOMMENDED MOTION:**

"I move that the Select Board, acting as Trustees of the Falmouth Affordable Housing Fund, grant \$1,500,000 to Habitat for Humanity of Cape Cod, \$250,000 for the land acquisition and \$1,250,000 for the construction of 14 affordable deed restricted homes for homeownership on land located at 48 Benjamin Nyes Lane and authorize the Town Manager to execute the documentation setting forth the terms of the financial award to Habitat for Humanity of Cape Cod."

**OPTIONS:**

- Move the recommended motion as presented.

- Motion to deny the grant request of \$1,500,000 to Habitat for Humanity of Cape Cod as presented.
- Some other Board defined alternative.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

**FINANCE DIRECTOR COMMENTS (IF APPLICABLE):**

N/A

**TOWN MANAGER COMMENTS:**

The Town Manager recommends that the Select Board, acting as Trustees of the Falmouth Affordable Housing Fund, grant \$1,500,000 to Habitat for Humanity of Cape Cod, \$250,000 for the land acquisition and \$1,250,000 for the construction of 14 affordable deed restricted homes for homeownership on land located at 48 Benjamin Nyes Lane and authorize the Town Manager to execute the documentation setting forth the terms of the financial award to Habitat for Humanity of Cape Cod.

*Michael Renshaw*

---

Town Manager

9/12/2024

Date



**OPEN SESSION**

**BUSINESS**

5. Consider the approval of Falmouth Affordable Housing Fund Application – 7 Alderberry Lane, Falmouth Housing Trust **(15 minutes)**



**ITEM NUMBER:** Business 5.

**ITEM TITLE:** Consider the approval of Falmouth Affordable Housing Fund Application – 7 Alderberry Lane - Falmouth Housing Trust

**MEETING DATE:** 9/23/2024

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

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

**ATTACHMENTS:** FAHF Application w/attachments, Town Manager Recommendation and CPC Recommendation

---

**PURPOSE:**

A brief presentation will be provided by Karen Bissonnette, Chief Development Officer for Falmouth Housing Trust (FHT) requesting the Select Board's approval of their application to the Falmouth Affordable Housing Fund (FAHF) for \$150,000. The FHT is purchasing a market rate single-family home and converting it to an affordable deed restricted home in perpetuity at 120% of the area median income for homeownership. The property is located at 7 Alderberry Lane, East Falmouth.

**BACKGROUND/SUMMARY:**

- FHT is purchasing a single-family market rate home located at 7 Alderberry Lane, East Falmouth for \$ 573,300.00.
- FHT will be converting it to an affordable deed restricted home in perpetuity at 120% of the area median income for homeownership.

- The property consists of one existing single-family home that is a 2 story Cape style home, which has been recently renovated. It contains 3 bedrooms with a bonus room and one bathroom. It has 1,326 square feet of finished space. The lot is 0.29 acres. It also includes solar panels.
- On August 22, 2024, FHT filed an application requesting funding from the Falmouth Affordable Housing Fund for \$150,000.
- On August 28, 2024, the applicant met with the Falmouth Affordable Housing Fund Working Group, which gave a positive recommendation to the Town Manager pending the availability of funding (there is another application pending that will go before the Select Board, depending on the outcome of the vote of the Select Board as Trustees of the Fund, there may not be adequate funds available for this request).
- On August 29, 2024, the Town Manager sent a memo to the Community Preservation Committee recommending the approval of the application pending availability of funds.
- On September 12, 2024, the applicant appeared before the Community Preservation Committee, which gave a positive recommendation to the Select Board (see attached memorandum)

**DEPARTMENT RECOMMENDATION:**

The Housing Coordinator recommends that the Select Board, as Trustees of the Falmouth Affordable Housing Fund support and approve this application pending the availability of funds.

**RECOMMENDED MOTION (if the funding is available):**

“I move that the Board, acting as Trustees of the Falmouth Affordable Housing Fund, grant \$150,000 to the Falmouth Housing Trust for the property located at 7 Alderberry Lane, that will be deed restricted at 120% of the area median income and authorize the Town Manager to execute the documentation setting forth the terms of the financial award to the Falmouth Housing Trust.”

**OPTIONS:**

- Acting as Trustees of the Falmouth Affordable Housing Fund, motion to grant \$150,000 to the Falmouth Housing Trust for the property located at 7 Alderberry Lane, that will be deed restricted at 120% of the area median income and authorize the Town Manager to

execute the documentation setting forth the terms of the financial award to the Falmouth Housing Trust.

- Motion to deny the grant request of \$150,000 to Falmouth Housing Trust as presented.
- Some other Board defined alternative.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

**FINANCE DIRECTOR COMMENTS (IF APPLICABLE):**

N/A

**TOWN MANAGER COMMENTS:**

The Town Manager recommends that the Select Board, acting as Trustees of the Falmouth Affordable Housing Fund, approve the award of a grant in the amount of \$150,000 to the Falmouth Housing Trust for the purchase of the property located at 7 Alderberry Lane, that will be deed restricted at 120% of the area median income and authorize the Town Manager to execute the documentation setting forth the terms of the financial award to the Falmouth Housing Trust.

*Michael Renshaw*

\_\_\_\_\_

**Town Manager**

9/16/2024

**Date**

## OPEN SESSION

## BUSINESS

6. Consider request for variance to Sign Code §184-25: Freestanding sign, §184-18C: Measurement, and §184-32: Off-Premises sign – Woodwell Climate Research Center, 149 Woods Hole Road **(10 minutes)**



## AGENDA ITEM SUMMARY SHEET

**ITEM NUMBER:** Business 6.

**ITEM TITLE:** Consider request for variance to Sign Code 184-25: Freestanding sign and 184-18C: Measurement- Woodwell Climate Research Center, 149 Woods Hole Road

**MEETING DATE:** 9/23/2024

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

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

**ATTACHMENTS:** Request Summary Sheet; Chapter 184, Sign Code; Email from Sign Consultant Anna Farrington to Select Board dated August 9, 2024; Illustrations of Signs #1 (freestanding) and Sign #2 (Wayfinding); Site Plan

---

### PURPOSE:

The Select Board will consider the approval of variances to Sign Code 184-25: Freestanding sign, 184-18C: Measurement, and 184-32: Off-Premises sign- Woodwell Climate Research Center, 149 Woods Hole Road.

### BACKGROUND/SUMMARY:

- The applicant Woodwell Climate Center, located at 149 Woods Hole Road, submitted a request for permits to install a new freestanding identification sign (Sign #1) and an associated directional/trailblazing sign (Sign #2) on the campus property; the applicant was then directed to seek variances to Sign Code 184-25: Freestanding Sign and Sign Code 184-18C: Measurement.

- The applicant is seeking approval for a variance to increase the size of the freestanding identification sign (Sign #1) from the current 16 sq. ft. to 24 sq. ft. (see attached diagram).
- To this variance request to increase the size of the identification sign (Sign #1), the Building Department commented that although the sign is located within a residential district, as a permitted business/research facility, they may have a sign of only 16 sq. ft. in area.
- Importantly, the Town Engineer reviewed the site plan and sign drawings and determined that the freestanding identification sign (Sign #1) did not pose any sight line concerns for vehicles.
- To the variance request concerning the directional trailblazing/wayfinding sign (Sign #2), the applicant is seeking this variance to allow a second “freestanding” sign to be installed on the property (see attached illustration); Section 184-25: Freestanding Signs states that “only one freestanding sign is allowed per parcel of land upon which there exists a business” except in cases where the lot has frontage on two streets (149 Woods Hole Road does not have frontage on two streets).
- The Town Engineer also reviewed the site plan and diagrams associated with Sign #2 and found there to be no concerns with regards to sight line visibility for vehicles.

**DEPARTMENT RECOMMENDATION:**

Based upon the Town Engineer’s finding that neither sign poses any concerns connected to sight lines for motorists, the Town Manager is recommending that the Select Board approve the applicant’s request for variance to Sign Code 184-25: Freestanding sign and 184-18C: Measurement- Woodwell Climate Research Center, 149 Woods Hole Road as presented.

**OPTIONS:**

- Motion to approve the applicant’s request for a variance to Sign Code 184-25: Freestanding sign and 184-18C: Measurement- Woodwell Climate Research Center, 149 Woods Hole Road as presented.
- Motion to deny approval of the applicant’s request for a variance to Sign Code 184-25: Freestanding sign and 184-18C: Measurement- Woodwell Climate Research Center, 149 Woods Hole Road as presented.

➤ Some other Board defined alternative.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

**FINANCE DIRECTOR COMMENTS (IF APPLICABLE):**

N/A

**TOWN MANAGER COMMENTS:**

Based upon the Town Engineer's finding that neither sign poses any concerns connected to sight lines for motorists, the Town Manager is recommending that the Select Board approve the applicant's request for variance to Sign Code 184-25: Freestanding sign and 184-18C: Measurement- Woodwell Climate Research Center, 149 Woods Hole Road as presented.

*Michael Renshaw*

\_\_\_\_\_  
Town Manager

9/19/2024

Date

Woodwell Climate Research Center:

Sign 1: Identification Sign

Variance to: Sign Code §184-25: Freestanding Sign, and §184-18 C: Measurement

Location: Entrance to Woodwell Climate Research Center at 149 Woods Hole Road

Request: The applicant is seeking a variance to increase the size of the identification sign to 24 sq. ft. from the permitted 16 sq. ft.

Building Dept. Staff Comment: Sign Type 01 is a freestanding sign (184-25) and while it is in the residential district, as a permitted business/research facility, they may have a sign area of 16sf. 184-18 C Measurement of face of the sign, limits the height (not including the base) to 3'.

Sign 2: "Trailblazer" Sign

Variance to: Sign Code Section 184-25: Freestanding Signs, B (3) (for a second freestanding sign on the Woodwell Climate Research Center's parcel, along Woods Hole Road)

Request: The applicant is seeking permission to locate a directional sign ("trailblazer") along Woods Hole Road (on the Woodwell Center's property) in advance of the Center's entrance for south-bound travel.

Building Dept. Staff Comment: This is a second sign on their property and the applicant will need to request a variance for the second sign. Please see our bylaw 184-25 Freestanding Signs, B (3) which states, "Only one freestanding sign is allowed per parcel of land upon which there exists a permitted business except that a lot with frontage on two streets." (Which they do not have). The by-law only limits the area of a permitted second sign (for two roadways), so there is no limit to the area, just Select Board discretion.

DPW Staff Comment: DPW/Engineering will look at the signs to make sure that the signs do not block vehicle sight lines.

September 23, 2024

Town of Falmouth, MA  
Thursday, September 19, 2024

## Chapter 184. Signs

### Article III. Administration

#### § 184-18. Measurement of sign area.

- A. Sign area shall be the entire area of the sign, bounded by a single continuous line that encloses the extreme limits of the sign surface.
- B. For a sign applied to a building, the area shall be considered to include all lettering, wording and accompanying designs or symbols, together with any background of a different color than the natural color, or finish material of the building.
- C. For a sign consisting of individual letters or symbols attached to or painted on a surface, building, wall or window, the area shall be considered to be that of the smallest square, circle, rectangle, triangle or other shape which encompasses all of the letters and symbols. Such signs shall be no greater than three (3) feet in height.  
[Amended AFTM 11-17-1998, Art. 64, approved 2-25-1999]
- D. The area of supporting framework (for example, brackets, posts, etc.) shall not be included in the sign area measurement if such framework is incidental to the display. The area of the supporting framework shall be considered incidental if the total is eight (8) square feet or less. The Design Review Committee shall have the discretion of allowing an additional eight (8) square feet.  
[Amended AFTM 11-8-2004, Art. 21, approved 12-30-2004]
- E. When a sign has two (2) or more faces, the area of all faces shall be included in determining the area, except where two (2) faces are placed back to back and are at no point more than two (2) feet from each other. In this case, the sign shall be taken as the area of either face, and if the faces are unequal, the larger shall determine the area.

Town of Falmouth, MA  
 Thursday, September 19, 2024

# Chapter 184. Signs

## Article IV. Standards for Specific Types of Signs

### § 184-25. Freestanding signs.

Freestanding: a self-supporting sign not attached to any building, wall or fence but in a fixed location. This does not include movable, portable or mobile type signs.

- A. Dimensional standards for freestanding signs in different zoning districts, according to use, are specified in the table below:  
 [Amended AFTM 11-13-2007, Art. 38, approved 2-11-2008]

Dimension	Business, Industrial, Public Use and Marine Districts			All Other Districts	
	All Permitted Uses	Shopping Center	Shopping Mall	Residential Uses	Community Service Uses
Height, maximum feet	18	18	18	8	12
Area, including all outward side of signs, maximum (square feet)	16	40	100	2	16
Ground clearance, minimum (feet) <sup>2</sup>	7	7	7	4	7

Note  
s:

1. In all other districts, each premises on which there exists or is permitted any business activity, including agriculture, horticulture and floriculture (other than home occupation), duly authorized by special permit, variance or exception under Chapter 240, Zoning, shall be allowed to use the business and industrial use column of this table; however:
  - a. Commercial accommodations with sleeping accommodations for five (5) to twenty (20) guests may have a maximum sign area of eight (8) square feet.
  - b. Commercial accommodations with sleeping accommodations for less than five (5) guests shall may have a maximum sign area of four (4) square feet.
2. Exception: The sign may be constructed with less than the minimum ground clearance if there is adequate visibility for vehicles and adequate protection for pedestrian safety.
3. For permitted uses, a multitenant building with two (2) commercial tenants can have eight square feet for each tenant for a sixteen-square-foot sign. A multitenant building with three (3) commercial tenants can have eight square feet for each tenant for a twenty-four square foot sign. A multitenant building with four (4) commercial tenants can have eight square feet for each tenant for a thirty-two-square-foot sign.  
 [Added STM 4-6-1993, Art. 6, approved 7-16-1993; amended AFTM 11-15-1999, Art. 73, approved 3-22-2002]

4. Residential development signs under "All Other Districts" shall be no larger than 12 square feet for developments of 10 lots or more.

[Added AFTM 11-17-1998, Art. 64, approved 2-25-1999]

**B. Attachments, number of sides, more than one (1) sign, directory and gas-price signs.**

- (1) Freestanding signs and/or their supports shall not have any attachments of additional signs or banners (i.e., credit card, auto clubs, open, rates, pool, air conditioned, television, menus, live entertainment, special events, temporary promotions, etc.). Such information shall be incorporated within the main sign itself. However, this shall not prohibit multiple or ladder signs as permitted in § 184-31. Exception: Commercial accommodations may have one (1) "(no vacancy)" sign attached (to the freestanding sign), with a maximum of two (2) square feet in area.
- (2) Freestanding signs over six (6) feet high may have no more than two (2) sides; those less than six (6) feet high may have three (3) or four (4) sides.
- (3) Only one (1) freestanding sign is allowed per parcel of land upon which there exists a permitted business(es), except that a lot with frontage on two (2) streets, having three hundred (300) feet or more of total street frontage, may have two (2) freestanding signs, one (1) for each street, not less than one hundred seventy-five (175) feet apart. A lot with frontage on more than one (1) street, which is not continuous frontage, may have one (1) additional sign for each driveway entrance. However, only one (1) sign may exceed sixteen (16) square feet in total area, if allowed.
- (4) In addition to the above, freestanding directory signs for properties containing nine (9) or more businesses may be erected in accordance with §§ 184-31D and 184-13C.
- (5) In addition to the above, retail businesses selling automotive fuel may have one (1) additional freestanding sign which only indicates the price of motor fuel only. The maximum size shall be twelve (12) square feet with no additional advertising on the same sign or supports.

## Diane Davidson

---

**From:** Anna Farrington <anna@annafarrington.com>  
**Sent:** Friday, August 9, 2024 2:30 PM  
**To:** Falmouth Selectboard  
**Cc:** Eleanor MacKay  
**Subject:** Woodwell Climate Research Center Signage Variance  
**Attachments:** Woodwell Pricing Pkg.pdf; Woodwell Sign Location Plan.pdf

Good afternoon,

I am the signage and wayfinding consultant working with Woodwell Climate Research Center on a new Identification Sign, and associated directional sign for their campus at 149 Woods Hole Road.

I have submitted the attached package for permitting through the Online Permitting site and was directed by Elenor McKay to reach out to the Select Board to initiate the variance process.

We are seeking a variance to increase the size of the identification sign to 24 sq. ft. from the permitted 16 sq. ft.. We feel that the speed of travel along Woods Hole Road supports the implementation of a larger size sign. As well, this larger sized sign will further the Center's desire to be more visibly engaged with the public as they develop next steps in providing interpretation opportunities and welcoming the public to their campus.

We are also seeking permission to locate a directional sign ("trailblazer") along Woods Hole Road in advance of the Center's entrance for south-bound travel. The speed of travel along the road, coupled with a lack of clear sight line to the campus' entrance make it difficult for visitors to be prepared for the vehicular decision point.

I have previously worked with the Town of Falmouth sign design commission on signage for WHOI's Village and Quissett Campuses, but understand that the Select Board has now taken on the responsibility of reviewing requests for variances. Please have a look at the attached package and let me know what our next steps need to be.

Many thanks,  
Anna

ANNA FARRINGTON  
graphic arts & design

[annafarrington.com](http://annafarrington.com)



Campus Identification Sign  
Select Board Presentation

September 23, 2024

**CAMPUS IDENTIFICATION SIGN**



Rendering shown for design intent only.

11 Logo configurations

To provide maximum flexibility there are several graphic configurations of the logo. Select the one that works best within the given context.

1. The primary lockup stacked works best in more equal-proportion / square spaces.
2. The horizontal lockup works best in web applications or when placed next to partner logos that are also horizontal in proportion.

3. The contained lockup is secondary and can be used when there are space limitations or if a more contained version is needed.

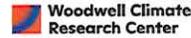
Whenever possible, use the full-color version of the Woodwell logo. When placing the logo, ensure that there is sufficient color contrast between the logo and the background image and/or color.

Brand Standards

1 PRIMARY LOCKUP Stacked



2 PRIMARY LOCKUP Horizontal



3 ALTERNATE LOCKUP Contained



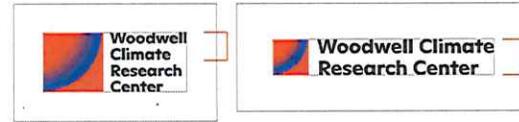
34 Logo spacing

It is important to have adequate "clear space" around the logo and adhere to the minimum size requirements.

1. The clear space for the logo is based on the height of two lines of typeface around all four sides.
2. To maintain legibility, the Woodwell logo must not be used any smaller than what has been designated for print and web applications.

Brand Standards

1 CLEAR SPACE



2 MINIMUM SIZE



26 Type system overview

Our type system has been carefully considered to reflect Woodwell's brand tone, and to provide the flexibility to accommodate a wide variety of brand applications.

The brand system includes the following typefaces:

- Silva Scheibel, Elm Type Foundation
- Fransier, Elm Type Foundation
- Gothic, Ontario
- Gothic Mono, Production Type

Brand Standards

26 TYPE SYSTEM

CLIMATE SCIENCE FOR CHANGE. | Our work

27 FINANCER DISPLAY Regular, Bold

Focusing on Earth's most consequential systems.

28 GOTHIC Regular, Bold, Medium, Bold

Sed posuere consectetur est at lobortis. Nullam id dolor id nibh ultricies vehicula ut et elit. Aenean lacinia bibendum nulla sed consectetur. Fusce dapibus, tellus ac cursus commodo, tortor mauris condimentum nibh, ut fermentum massa justo.

29 FINANCER TEXT Regular, Bold

Cum sociis natoque penatibus et magnis dis parturient montes, nascetur ridiculus mus. Integer posuere erat a ante venenatis dapibus posuere velit aliquet. Nullam id dolor id nibh ultricies.

30 GOTHIC MONO Regular, Bold

Plate Laminis L. 2016  
Sed posuere consectetur est at lobortis. Nullam id dolor id nibh ultricies vehicula ut et elit. Aenean lacinia bibendum nulla sed consectetur.

33 Color

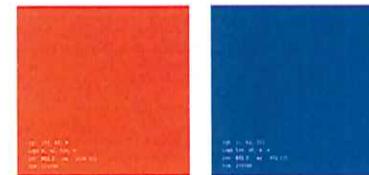
The brand palette is inspired by Earth's natural elements and the urgency that is needed to protect them.

A suite of neutrals paired with striking pop colors creates the Woodwell palette. Brandmark work best as background floods.

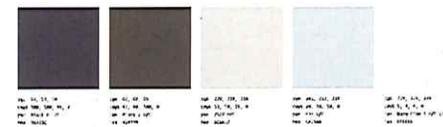
Always keep contrast and legibility in mind when pairing colors.

Brand Standards

33 PRIMARY COLORS



NEUTRALS



PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- A. The attached scope of work shall be completely coordinated with Woodwell Climate Research Center.
- B. All dimensions and field conditions must be verified prior to shop drawing submittal.

1.2 SCOPE OF WORK

- A. The Contractor shall furnish all materials, labor, tools, equipment and incidentals to fabricate and install all signing as described herein.
- B. Union labor is not required for this scope of work.

1.3 INSPECTION OF SITE

- A. The Contractor shall visit the site of the proposed work and fully acquaint himself with existing conditions and should fully inform himself as to the facilities involved and the difficulties and restrictions attending the performance of the Contract, prior to submitting his price quotation.

1.4 PRICE QUOTATIONS

- A. The bidder shall provide a price quotation for the total work to be performed as well as unit prices for fabrication and for installation of each Sign Type. Contractor shall verify all quantities.
- B. The Bidder shall submit with the price quotation the names and qualifications on any subcontractors who will be performing any portion of the attached scope of work.

1.5 SUBMITTALS

- A. Project Schedule
  - 1. Upon execution of the Contract, the Contractor shall submit a complete project schedule to include the following milestones:
    - a. Sample Submittals
    - b. Begin Fabrication
    - c. Begin Installation
    - d. Completion of Installation
  - 2. The Sign Contractor shall submit updates indicating any deviation from the agreed upon project schedule and the completion date.
- B. Samples
  - 1. Sample Submittals are in addition to quantities shown in sign message schedule. They are record project samples to be kept on file at the Designer's office.
  - 2. Submit 3" x 3" samples of all colors
  - 3. Submit one 12"x12" sign panel section with color graphics at full scale.
- C. Mock-ups
  - 1. Provide a full size color mock up of one sign face with 2 folded returns for review in the field.
  - 2. Provide a second set of return panels in alternate color for review in the field.

1.6 REFERENCE STANDARDS

The work shall conform to the most current codes and standards as further cited herein, or as appropriate.

1.7 QUALITY ASSURANCE

- A. The approved manufacturer shall have at least five years of experience in the type of work required; shall have a reputation for doing satisfactory work on time; and shall have recently successfully completed similar work.

- B. The drawings in this package are for design intent only. The Contractor is responsible for the proper engineering of all items. Sign Contractor to engineer signs to proper level to withstand abuses of their environment.
- C. The Contractor shall inform the Designer of any product and/or material deficiencies or incompatibilities that will prevent the signs from withstanding the conditions and abuses of their environment.

1.9 GUARANTEES

- A. Manufacturers shall provide their standard guarantees for this scope of work. However, such guarantees shall be in addition to and not in lieu of all other liabilities, which manufacturers and contractors may have by law.
- C. Contractor shall guarantee all work under this Contract for the duration of the installation, during which time the Contractor shall maintain and service all signs provided under this Contract.

**PART 2 - PRODUCTS**

**2.1 MATERIALS**

**A. Aluminum**

1. Aluminum plate for all signs shall conform to ASTM-B209, Alloy 6061-T6 to thickness indicated on drawings.
2. Aluminum extrusions for all signs shall conform to ASTM-B221 Alloy 6061-T6 to dimensions and thickness indicated on drawings.
3. Aluminum shall be of best commercial quality and their various forms shall be straight and true. here shall be no scratches, scars, creases or buckles.
4. Cut aluminum letters shall be water jet cut from sheets of thickness as indicated on the drawings. Letters shall be cut with sharp corners, flat faces, and accurate profiles. Sand sides to smooth finish.
5. Stencil cut aluminum shall be cut from sheet aluminum. Letters shall be cut true to form, with no irregularities. Remove all burrs and rough spots. Finish all edges same as sign face.
6. Fabricated aluminum letter forms shall be of solid aluminum sheeting. Letter forms shall be rigid, self-supporting and structurally sound. Use brackets and supports as required. All exposed welds shall be filed smooth with all tool marks removed by fine abrasive grain air blasting or other approved method.
7. Cast aluminum shall be solid aluminum, no scrap permitted. Cast aluminum shall be free of all porosity, with sharp corners, flat and accurate profiles. All exposed welds shall be filed smooth with all tool marks removed by fine abrasive grain air blasting or other approved method. All burrs and rough spots shall be removed and faces shall be polished to a uniform high luster finish. Aluminum shall be mechanically sanded and de-greased prior to receiving finish. All coatings shall be true to form with no irregularities.
8. Where aluminum is shop fabricated, all joints, returns and the like shall be properly joined together and welded edges shall be ground smooth to proper aluminum finish.
9. Aluminum in contact with dissimilar metals shall have bituminous or other protective coating to prevent electrolytic action.
10. Aluminum shall receive finish as indicated on drawings. Finish shall be uniform without waves or imperfections of any kind.

**B. Steel**

1. Structural steel materials, details and workmanship shall conform to the requirements of the latest edition of the A.I.S.C. Specifications for the Design, Fabrication, and Erection of Structural Steel Buildings.
2. All steel shall be galvanized in accordance with ASTM-A123.

**C. Welding**

1. Welding materials and practices shall conform to the requirements of the latest edition of American Welding Society code for steel and aluminum. Shop welders shall be certified by AWS. Welding rods shall be of a composition compatible to the base metal being welded. Welding rods for structural steel shall be an E70 category. Welding of aluminum shall be the MIG process, using ER-5356 wire.
2. Fabrication shall be accomplished using the highest standards of workmanship. All pieces shall be saw cut and carefully fit together. All visible connections shall be full welded and ground flush and smooth. All visible surfaces and connections shall be without visible grounding marks, surface differentiation or variation.

**D. Acrylic**

1. Acrylic shall be cast acrylic sheet that is optically clear, has high impact resistance, weather resistance, formability and machine-ability.
2. Acrylic plastic shall be Plexiglas G with smooth finish, Rohm and Haas, Philadelphia, PA, or

approved equal.

3. Clear Non-glare acrylic sheet shall be non-glare one surface, Acrylite P99 extruded acrylic sheet, Evonik Industries, or equal.

**C. Polycarbonate**

Polycarbonate sheet shall be formed polycarbonate clear or with integral color.

**D. Adhesives**

1. Where adhesive mounting techniques are specified, the Contractor shall use adhesives specifically designed for compatibility with the base materials and the desired adhesive strength. All adhesives shall be tested on site. All adhesives shall be indicated in the shop drawings.
2. Surfaces on which Signing is to be installed using adhesive shall be free of grease, oil, or any other residue.
3. Foam tape shall be high density open cell double coated polyurethane foam tape, Scotch Mount by 3M Co., St. Paul, MN, or approved equal.
4. VHB tape shall be double coated acrylic foam tape 3M Co., St. Paul, MN, or approved equal.
5. Provide necessary amounts of clear silicone sealant or grout for use in pin mounting.

**E. Hardware**

1. Where mechanical fasteners and hardware are required, they shall be of adequate thickness, length and construction to properly secure the sign unit.
2. Hardware is to be as specified in the attached scope of work, or equal.

**F. Masking and Spraying**

1. All masking shall be executed with pre-spaced vinyl legends prepared from digital production art. Graphic mask shall be assembled on sign panel or wall in a professional manner prior to spraying. No hand-cut masks shall be used.
2. Masking and spraying shall be done carefully so as not to leave bleeding or rough edges at painted surfaces. All edges and corners of the finished graphics shall be true and clean. Graphics with rounded positive or negative corners will not be accepted.
3. Spray guns used for artwork shall be airless type as approved. All work shall receive at least two coats of paint.

**G. Concrete Footings**

1. Site Preparation and Restoration:
  - a. In ground mounting: Post to be direct burial in undisturbed or compacted soil.
  - b. In concrete or paved mounting: Post to be set through concrete or paving. Core through surface with minimal disturbance of surrounding pavement.
2. Materials and Construction
  - a. Air-entrained Class D cement concrete masonry shall comply with the most current amendment of the Commonwealth of Massachusetts, Department of Public Works, "Standard Specifications for Highways and Bridges".
  - b. Concrete shall have a minimum compressive strength of 3,000 psi at 28 days.
  - c. Installation of Class D cement concrete including formwork, finishing, protection and curing of concrete shall conform to requirements of Section 901 of the "Standard Specifications".
  - d. Reinforcing bars shall be deformed bars rolled from new billet steel. Include tie wire and accessories as required.
  - e. Grout must show no shrinkage, and must contain no expansive cements or metallic powers such as aluminum or iron filings. Preparation of surfaces, mixing, placing and curing of grout shall be in accordance with manufacturer's recommendations.

PART 3 - EXECUTION

3.1 PREPARATION AND INSPECTION

- A. All surfaces to receive work shall be prepared and finished as required for the applications described in this scope of work.
- B. The Sign Contractor shall notify the Designer if surfaces or openings are not satisfactory to receive this work. Commencement of work by Sign Contractor shall constitute acceptance of conditions and surfaces. Subsequent work not accepted by the Designer shall be replaced at no additional cost.
- C. Prior to installation of all sign types each type shall be verified in field as to meet field conditions.
- D. All work shall be performed in accordance with a written schedule agreed upon.
- E. All work shall be subject to inspection and approval by the Designer in the shop or field at any reasonable time.

3.2 WORKMANSHIP, PERFORMANCE

- A. All work shall present clean, straight sharply defined lines, free from defects impairing strength or durability, and shall be performed in a shop where the grade of work is of a quality acceptable to the Designer.
- B. All work shall be installed plumb, straight, square, level and in proper elevation plane, location, and alignment with other work.
- C. All work shall be designed for adjustment to field variations, fitted with proper joints and intersections, and adequately anchored in place.
- D. All workmanship and finishes shall be of best quality in every particular, strictly in accordance with best practice. All work shall be complete in every detail. Finish work shall be subject to approval by the Designer.

3.3 INSTALLATION / APPLICATION / ERECTION

- A. All work shall be shop-fabricated, and where practical, all work shall be delivered to the site completely assembled.
- B. Where material lengths require joints, all joints shall be flush and smooth. Similar materials at joints shall be shall be lap jointed to provide for expansion.
- C. Protect adjacent or adjoining surfaces and work from damage during installation in this section.
- D. Work shall be designed and anchored so that work will neither be distorted nor the fasteners overstressed from expansion and contraction of metal or other materials as applicable.

3.4 CLEANING AND PROTECTION

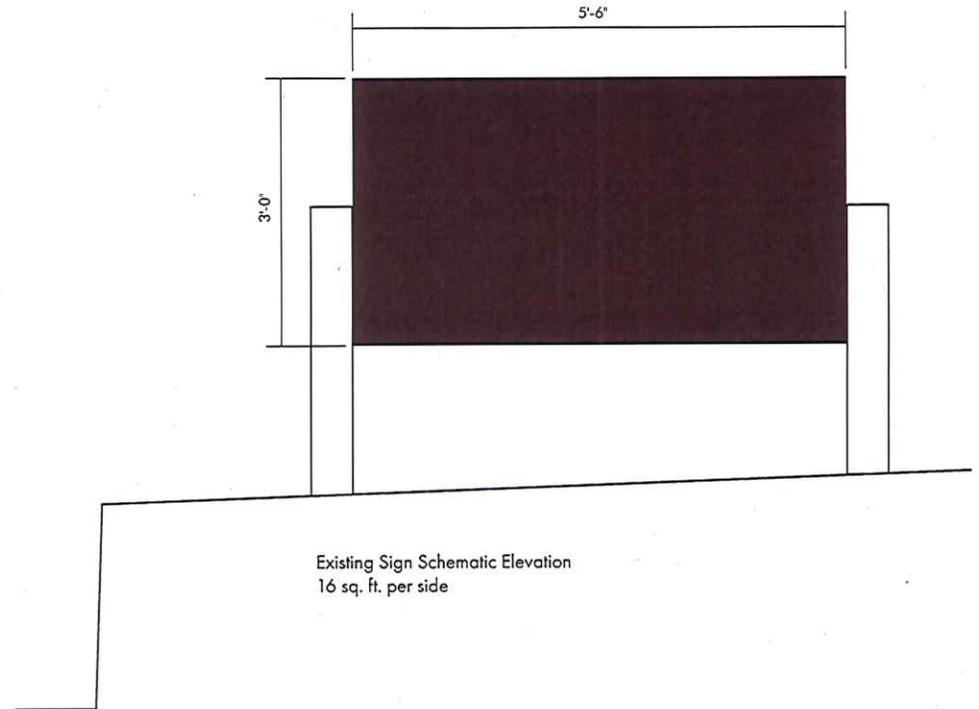
- A. At completion, all work shall be checked over, re-adjusted, and left in first class condition. Signs shall be cleaned with non-abrasive cleaning agents without damage to sign surfaces.
- B. Contractor shall provide Designer with information on cleaning and maintenance recommendations for all signs.
- C. Names, stamps and decals of manufacturers, installers or maintainers of signs shall not be visible in the finish work.

**SIGN TYPE 01** - Campus Identification Sign

**01.00**



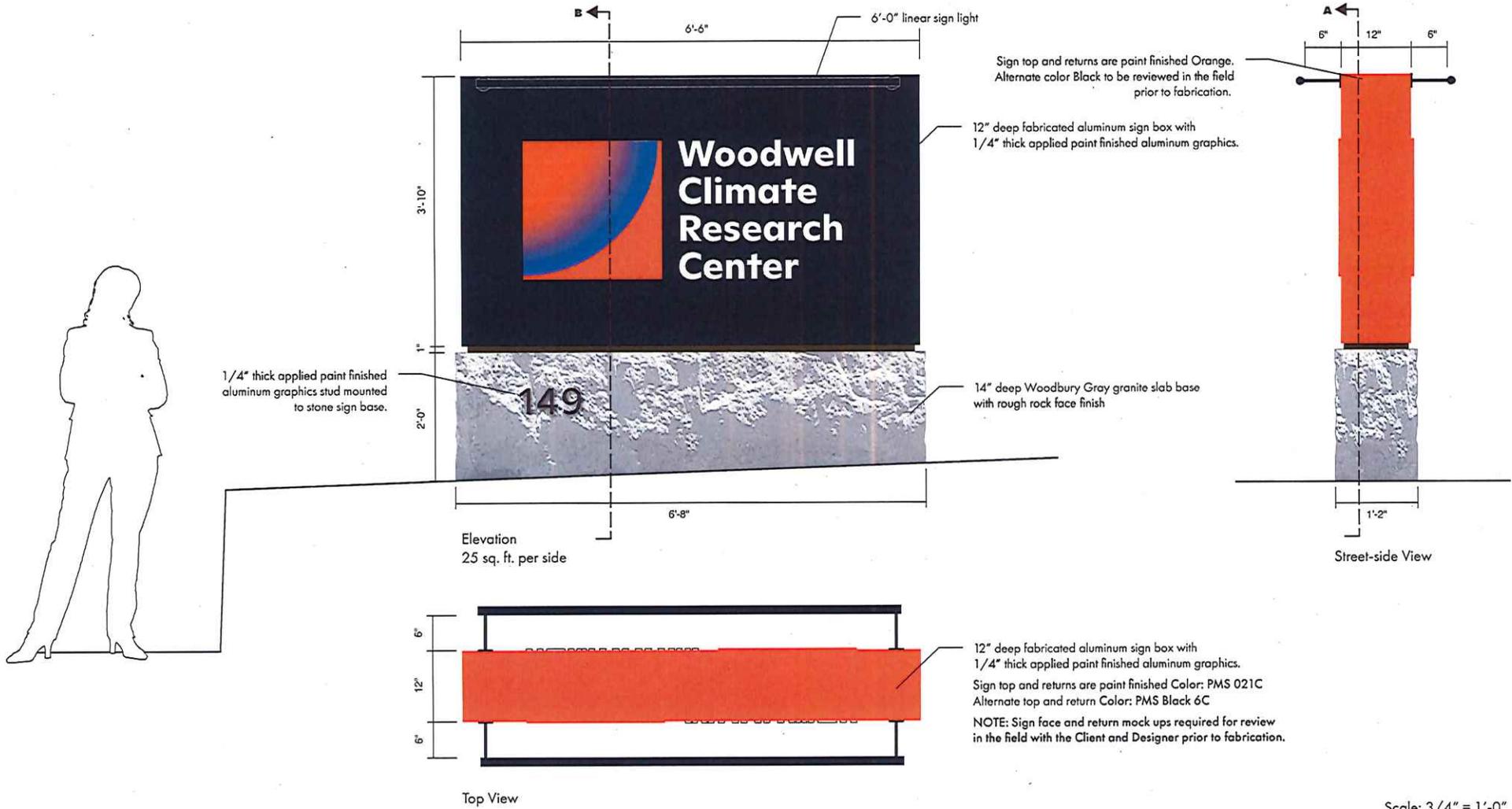
Existing post and panel sign to be removed.  
Existing in-ground up-lights to be removed.



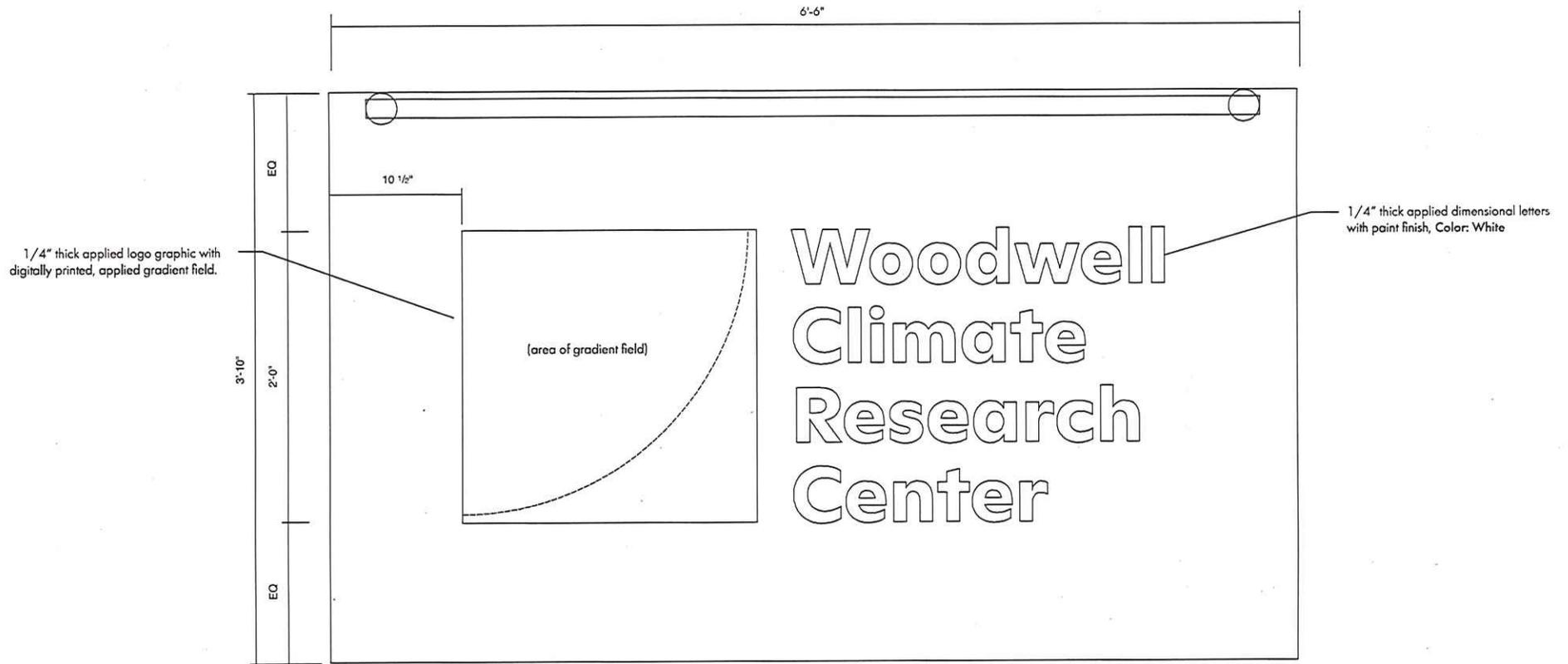
Scale: 3/4" = 1'-0"

**SIGN TYPE 01** - Campus Identification Sign

**01.01**



Scale: 3/4" = 1'-0"

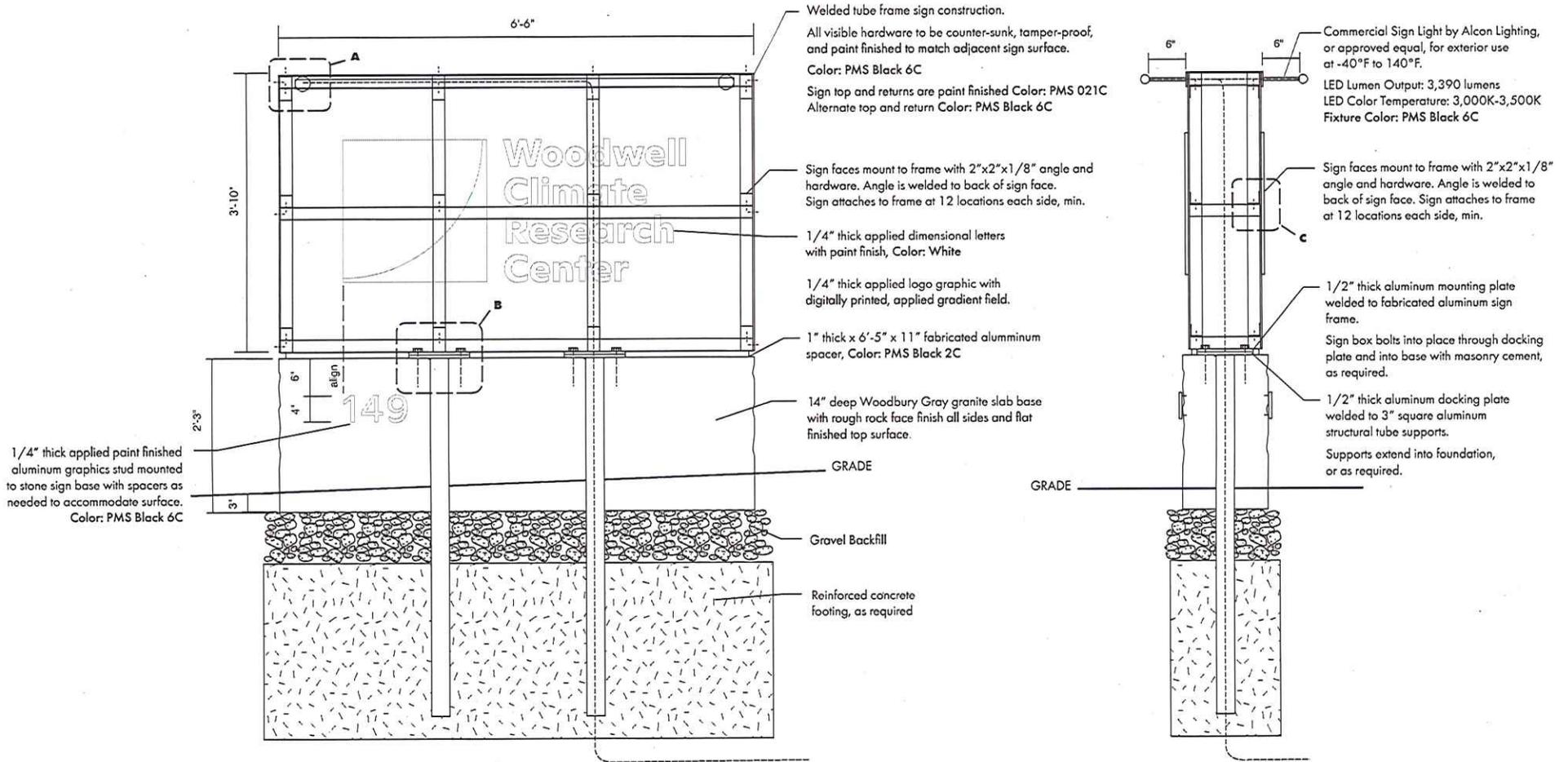


Sign Face Layout - TYP both sides of sign  
25 sq. ft. per side

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

**SIGN TYPE 01** - Campus Identification Sign

**01.03**



Vertical Section A

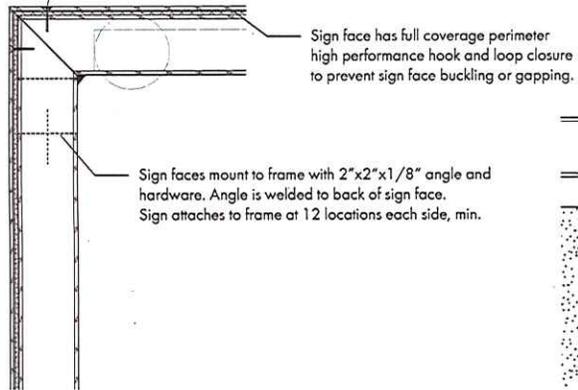
Vertical Section B

Scale: 3/4" = 1'-0"

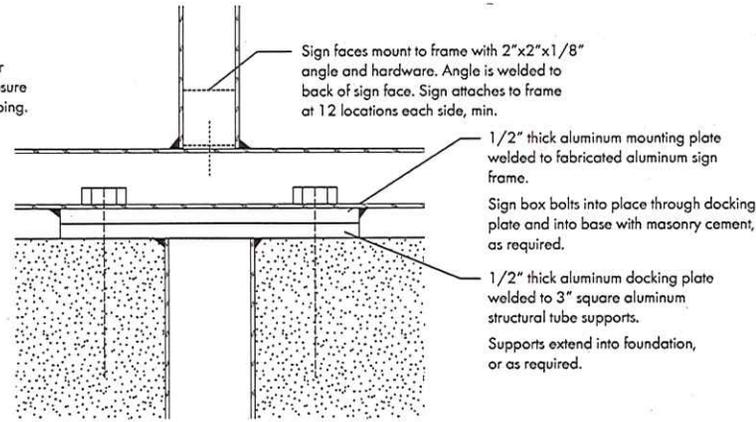
**SIGN TYPE 01** - Campus Identification Sign

**01.04**

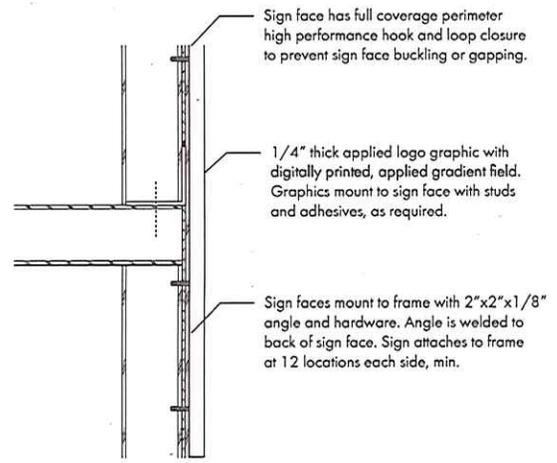
Welded tube frame sign construction.  
 All visible hardware to be counter-sunk, tamper-proof,  
 and paint finished to match adjacent sign surface.  
 Color: PMS Black 6C  
 Sign top and returns are paint finished Color: PMS 021C  
 Alternate top and return Color: PMS Black 6C



Detail A



Detail B



Detail C

Scale: 3" = 1'-0"

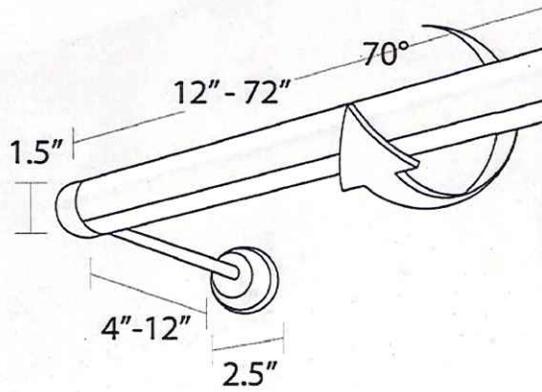
**SIGN TYPE 01** - Campus Identification Sign

**01.05**

Outdoor Adjustable LED Wall Art and Commercial Sign Light

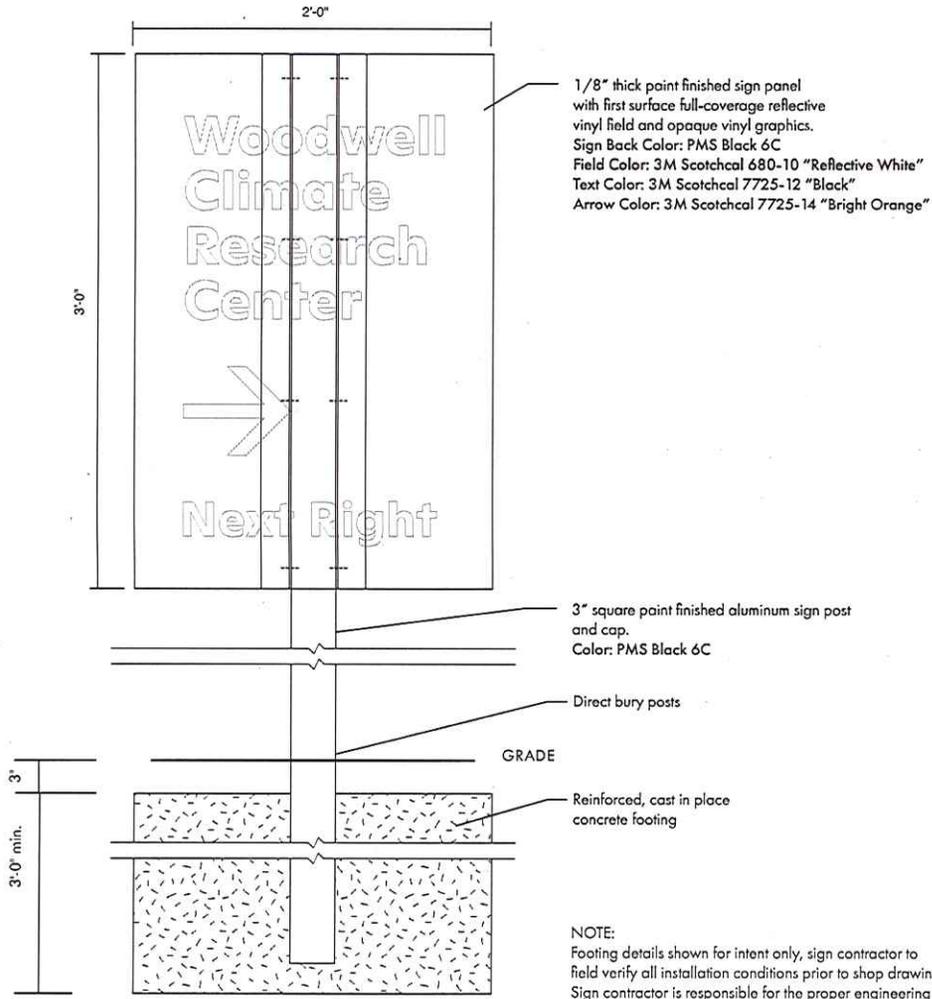
by Alcon Lighting

Model 11704

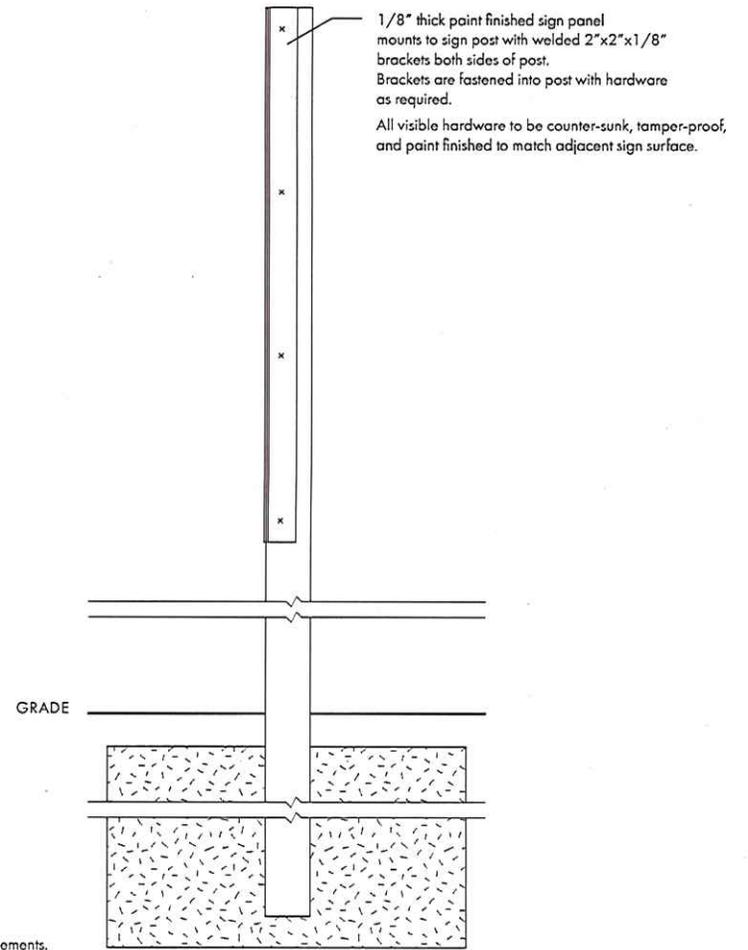


Sign light product information shown for reference.





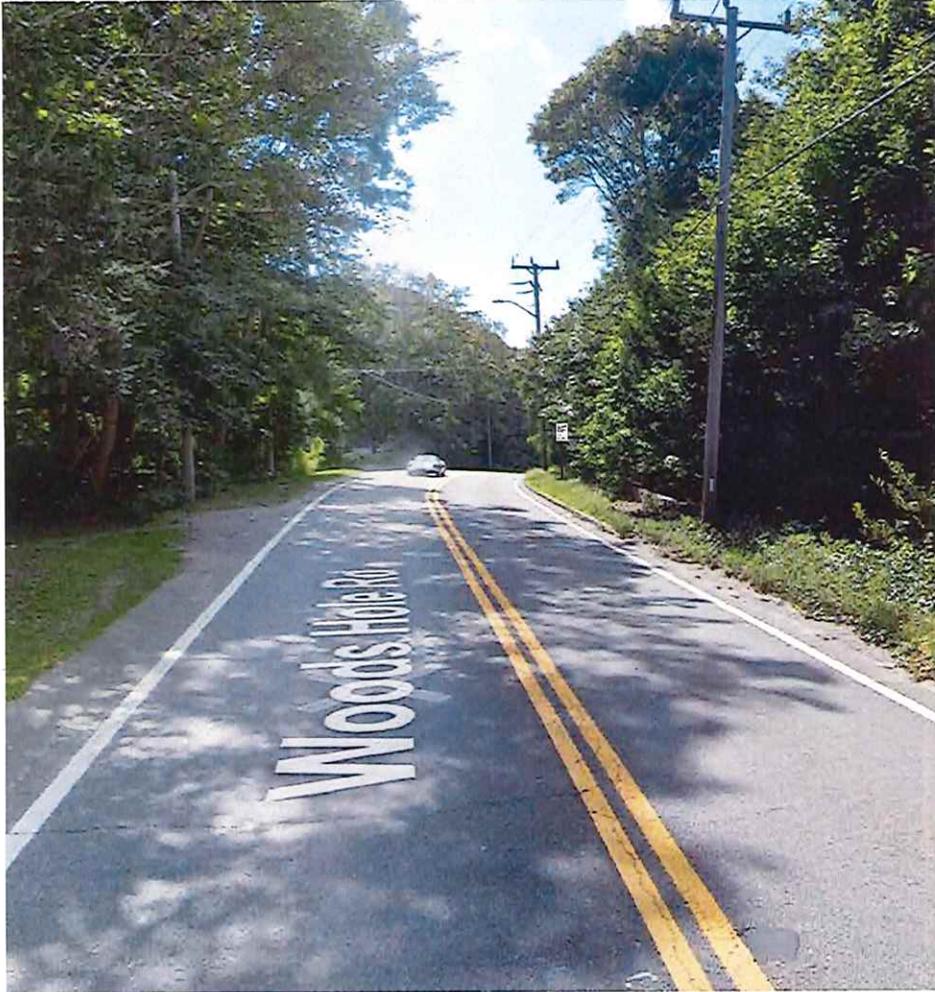
Vertical Section A



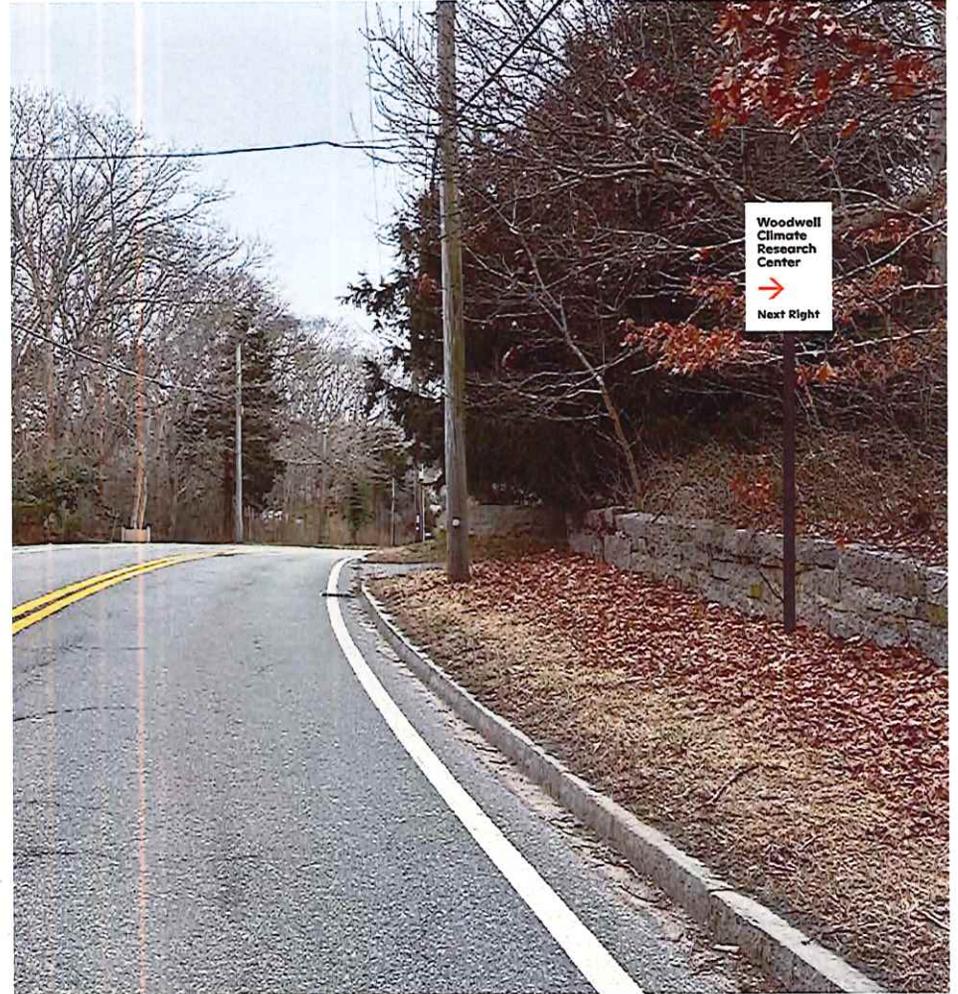
Vertical Section B

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

**SIGN TYPE 02** - Trailblazer Sign



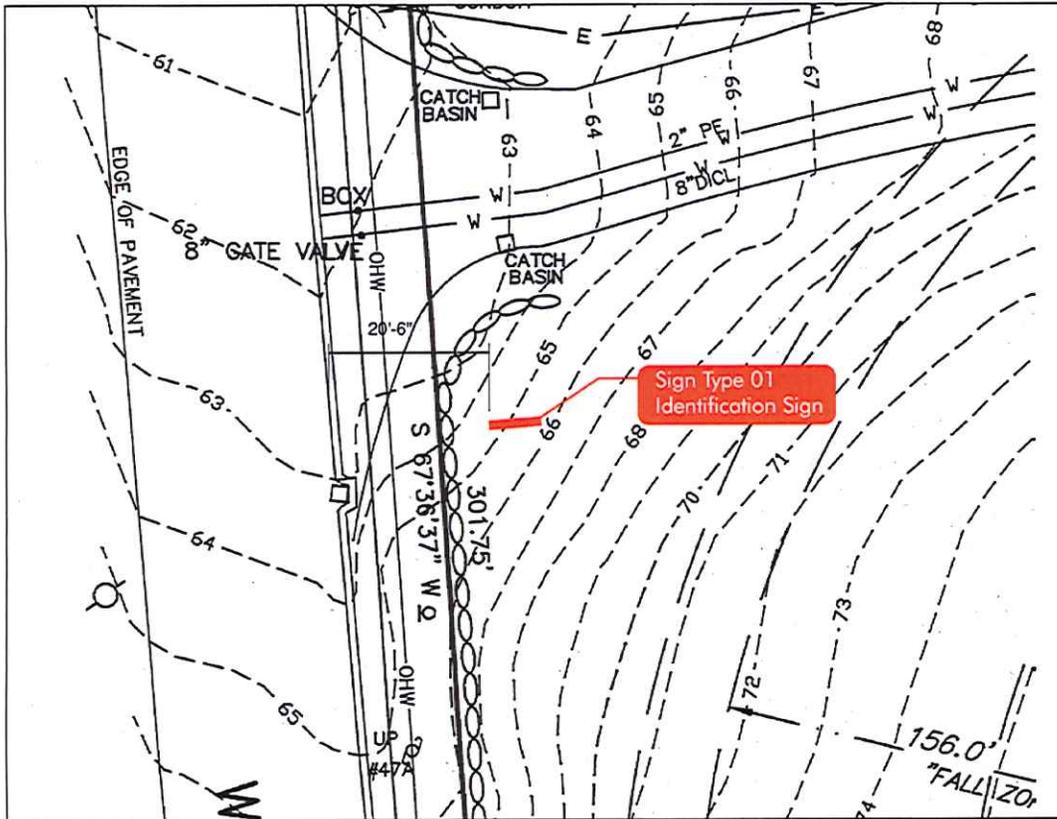
Southbound view on Woods Hole Road



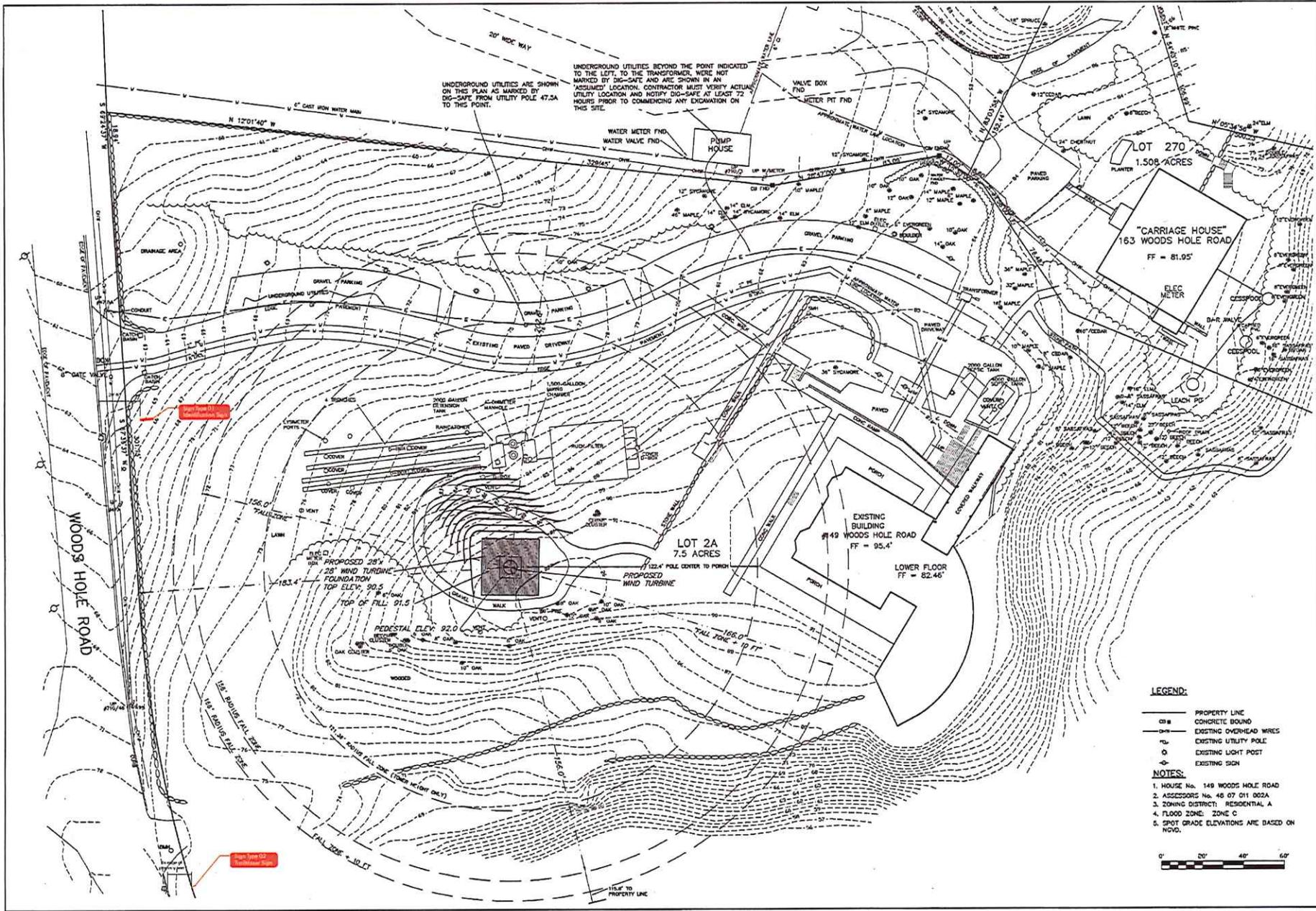
Southbound view on Woods Hole Road  
Sign to be positioned at edge of property line

Renderings shown for design intent only.

**SIGN LOCATIONS** - Plan Details



Plan details shown for reference only, see attached site plan.



UNDERGROUND UTILITIES BEYOND THE POINT INDICATED TO THE LEFT, TO THE TRANSFORMER, WERE NOT MARKED BY DIG-SAFE AND ARE SHOWN IN AN "APPROXIMATE" LOCATION. CONTRACTOR MUST VERIFY ACTUAL UTILITY LOCATION AND NOTIFY DIG-SAFE AT LEAST 72 HOURS PRIOR TO COMMENCING ANY EXCAVATION ON THIS SITE.

UNDERGROUND UTILITIES ARE SHOWN ON THIS PLAN AS MARKED BY DIG-SAFE FROM UTILITY POLE 47.5A TO THIS POINT.

**BSS**  
DESIGN

LAND SURVEYING  
CIVIL ENGINEERING  
LAND PLANNING

BSS Design, Incorporated  
164 Eastwater Lane Suite 104  
Falmouth, Massachusetts 02541  
(508) 546-7200 FAX (508) 546-7233

WIND TURBINE SITE PLAN  
PREPARED FOR  
**WOODS HOLE RESEARCH CENTER**  
149 WOODS HOLE ROAD  
FALMOUTH, MASSACHUSETTS

Scale 1" = 20'  
Date FEB 24, 2009  
Drawn TJB  
Checked  
JOB NUMBER 9008  
REVISIONS  
ADDED FALL ZONE FOR TOWER HEIGHT ONLY 3,000 TLR

**LEGEND:**

- PROPERTY LINE
- ▣ CONCRETE BOUND
- EXISTING OVERHEAD WIRES
- EXISTING UTILITY POLE
- EXISTING LIGHT POST
- ◊ EXISTING SIGN

**NOTES:**

1. HOUSE No. 149 WOODS HOLE ROAD
2. ASSESSORS No. 46 07 011 002A
3. ZONING DISTRICT: RESIDENTIAL A
4. FLOOD ZONE: ZONE C
5. SPOT GRADE ELEVATIONS ARE BASED ON NGVD.



SHEET 2  
SITE PLAN

Drawing Number  
B18-48 WT

**OPEN SESSION**

**BUSINESS**

7. Joint Base Cape Cod (JBCC) Joint Oversight Group (Base Commanders) Brief **(15 minutes)**



## AGENDA ITEM SUMMARY SHEET

**ITEM NUMBER:** Business 7.

**ITEM TITLE:** Joint Base Cape Cod (JBCC) Joint Oversight Group (Base Commanders) Briefing

**MEETING DATE:** 9/23/2024

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

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

**ATTACHMENTS:** JBCC Report and PowerPoint Presentation

---

### PURPOSE:

The Select Board will hear an annual update from the Joint Base Cape Cod Joint Oversight Group.

### BACKGROUND/SUMMARY:

- The mission statement of the Joint Base Cape Cod Executive Director is to maintain a transparent relationship with the community while capitalizing on the synergies of military and first responder training, improving readiness and balancing the needs of the resident commands.
- The Select Board will hear a briefing from each of the base commanders regarding highlights of their respective commands.

**DEPARTMENT RECOMMENDATION:**

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

**OPTIONS:**

➤ N/A

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

**FINANCE DIRECTOR COMMENTS (IF APPLICABLE):**

N/A

**TOWN MANAGER COMMENTS:**

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

*Michael Renshaw*

---

Town Manager

9/16/2024

Date

# Joint Base Cape Cod Commanders' Briefing

Town of Falmouth  
23 September 2024



UNITED STATES  
SPACE FORCE



# Joint Base Cape Cod

## Military Organizations and Commanders



Massachusetts National Guard - JBCC Executive Director  
Brig Gen (ret) Christopher Faux



Army National Guard – Camp Edwards  
COL John Bagaglio



Air National Guard – 102<sup>d</sup> Intelligence Wing  
Col Wendy Armijo



UNITED STATES  
SPACE FORCE

U.S. Space Force – 6<sup>th</sup> Space Warning Squadron  
Lt Col Bryan Becker



U.S. Coast Guard

- Base Cape Cod: CAPT Bowen Spievack
- Air Station Cape Cod: CAPT Michael Lachowicz

UNCLASSIFIED

# Department of the Air Force



## 102d Intelligence Wing



Colonel Wendy S. Armijo, 102 IW/CC

Colonel Timothy Gordon, 102 IW/CD



UNCLASSIFIED



# 102 IW: Organizations

**Mission:** Empower ready Amn to meet federal ISR & expeditionary combat support taskings and prepare to respond to domestic operations

**Vision:** Recognized worldwide as the Air Force's premier Intelligence Wing

**Priorities:** Relentless Pursuit of Excellence while ensuring Compliance, Recruit to Retain Talented Amn ready for Great Power Competition & Integrity, Service & Excellence ~ upholding the Air Force core values

## 102 ISRG



DGS-MA, Med/Hi  
Alt exploitation +  
analytical LOEs ISO  
COCOMs



## 202 ISRG



Cyber domain  
SIGINT analysis



## 253 CEIG



Cyber Engineering  
and Installation



## 102 MDG



GMU for medical  
readiness + HRF,  
critical care ISO  
DOMOPS/FEMA Reg 1

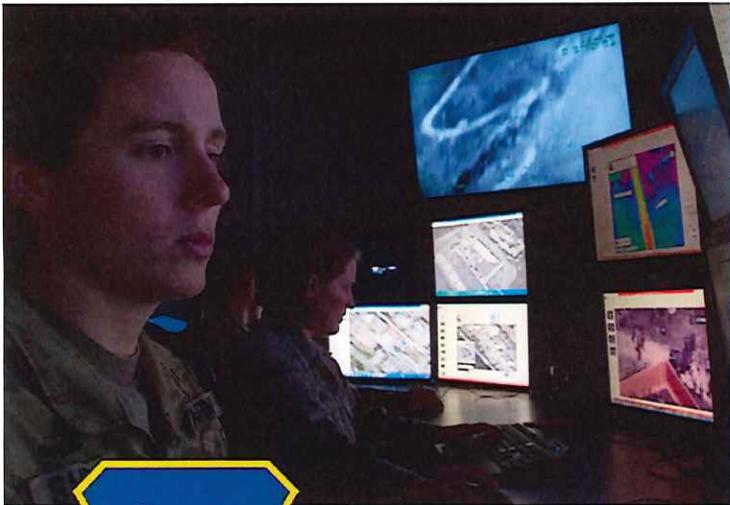
## 102 MSG



Civil Engineers  
Communication  
Personnel  
Security  
Logistics  
PMEL

Approximately 1,200 Airmen (400+ full-time), Spread across the five Groups

**"The Nation's First"**



# 102d Intelligence Wing

Otis Air National Guard Base



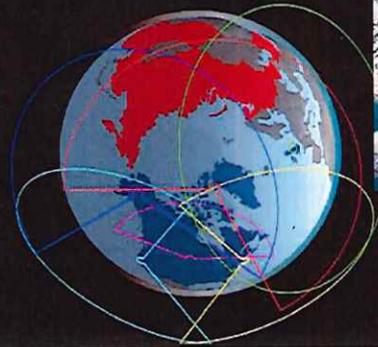


# Cape Cod Space Force Station

## Home of the 6th Space Warning Squadron



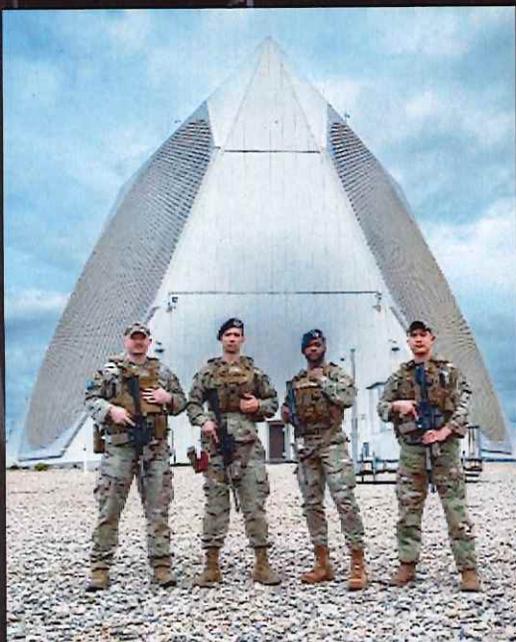
- North America's sole East Coast early warning radar
  - Three missions: Missile Warning, Missile Defense, and Space Domain Awareness
  - Track ~30 launches & provide 10M satellite observations per year
  - 135 Military, Civilian, and Contractor members
- Bi-National (US & Canada) Active-Duty Squadron
- Part of Space Delta 4 located at Buckley AFB in CO
- Supported by Buckley Garrison and 66 Air Base Gp
- 24/7/365 critical national security mission since 1980





# Cape Cod Space Force Station

## Home of the 6th Space Warning Squadron



- **Maintain \$4.1M operating budget**
- **Partnerships and Community Support**
  - Reliant on JBCC facilities, housing, clinic, etc.
  - Support agreements with fire & law enforcement
  - Support to/from local clubs, businesses, schools, & charitable organizations
- **Significant Milestones and Projects**
  - Wind turbines offset electricity requirement
  - \$125M radar system upgrade





Homeland  
Security



U.S. Coast Guard



# U.S. Coast Guard Base Cape Cod and U.S. Coast Guard Air Station Cape Cod





Homeland  
Security



U.S. Coast Guard



# U.S. Coast Guard Air Station Cape Cod



- 190 active duty & civilian personnel
- 3 MH-60T, 3 HC-144A/B
- Only USCG aviation resource provider between New Jersey and Canadian Border
- Fixed-wing SAR/LE support to Great Lakes Region
- Auxiliary Air fleet of 40+ aircraft & 200+ members (largest in the CG)



Homeland  
Security



U.S. Coast Guard



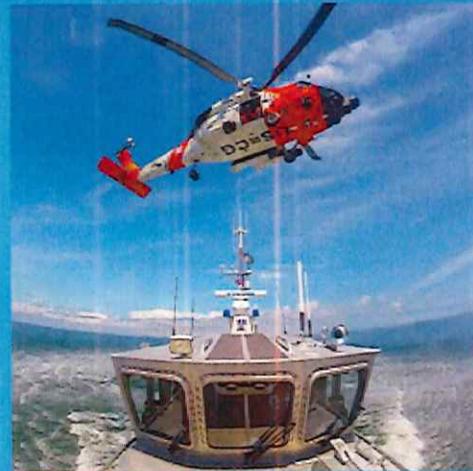
## USCG Air Station Cape Cod Overview

### Operational Highlights

- +200 Annual Search and Rescue/MEDEVAC Cases
- Counter Drug and Migrant Interdiction Deployments to Caribbean
- +250 Annual Living Marine Resource Preservation Flights
- 176 active duty & civilian personnel
- 3 MH-60T, 3 HC-144B

### Partnerships

- FEMA
- Federal/State/Local Law Enforcement
- MEDEVAC & SAR Organizations
- Coast Guard Auxiliary
- Research Organizations





Homeland  
Security



U.S. Coast Guard



# U.S. Coast Guard Base Cape Cod Background

- Regional Support Base Established 2014
- BCC Tenant Commands
  - Air Station Cape Cod
  - Maritime Safety and Security Team
  - Port Security Unit 301
  - NE Regional Fisheries Training Center
  - FORCECOM Armory/Range
  - Marine Safety Unit Cape Cod
- Regionally Supported Commands
  - Sector Southeastern New England
  - 8 Stations, 4 Patrol Boats, and others





Homeland  
Security



U.S. Coast Guard



# U.S. Coast Guard Base Cape Cod Services

- Comptroller/Base Operations
- Facilities Engineering
- Procurement and Contracting
- Health, Safety & Work-Life
- Electronics Support
- Personnel Services:
  - Housing (On-base and Off)
  - Morale, Wellness, & Recreation
  - Servicing Personnel Office
  - Admin



# Camp Edwards-Garrison Training Site

Mission: commands, operates, manages, and administers the use of garrison resources to provide year-round customer service through administrative, engineering, logistical, training and operational support to assigned, attached, transient, or tenant units and joint forces activities.

Headquarters  
Camp Edwards

Directorate of  
Plans, Training,  
Mobilization, and  
Security



Directorate of  
Logistics



Directorate of  
Public Works



Environmental  
and Readiness  
Center



Tenant  
Organizations

3-126th  
Aviation  
Battalion

387<sup>th</sup> EOD:  
Explosive  
Ordnance  
Disposal

181st Engineer  
Company

Regional  
Training Institute

Barnstable  
Dispatch Center

USDA: Animal &  
Plant Health

Impact Area  
Groundwater  
Study Program

HEADQUARTERS, ARMY NATIONAL GUARD TRAINING SITE, CAMP EDWARDS

UNCLASSIFIED



# CAMP EDWARDS TRAINING SITE:

READINESS STARTS HERE.

Home training site of the Massachusetts Army National Guard  
Training Soldiers to serve their country and support their community.

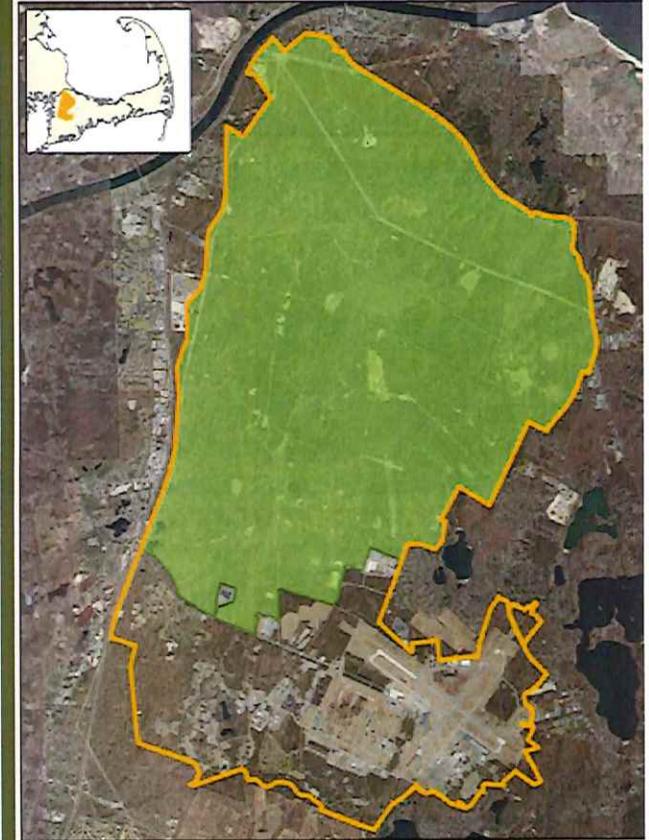


## NORTHERN TRAINING AREA (15,000):

Maneuvering & patrol training areas  
Small arms ranges  
Helicopter landing zones  
Nuclear, biological, chemical bunkers  
Road network-convoy & driver training

## TRAINING ACTIVITIES:

Simulated weapons training  
Rappel Towers  
Obstacle Course  
Leadership Reaction Course  
Call for Fire Trainer  
Virtual Convoy Operations Trainer  
Battle Simulation Center  
Urban Terrain Training Site  
RTI: Officer Candidate School  
IED Simulators  
Emergency Driver Training  
Air Assault & Pathfinder courses



\*NG primarily citizen-soldiers.

\*Training: 1 weekend/month;  
2 weeks/summer.

\*MA Army NG: 5,988 soldiers.

\*Largest training site in N.E.

HEADQUARTERS, ARMY NATIONAL GUARD TRAINING SITE, CAMP EDWARDS

UNCLASSIFIED

# YOU ARE INVITED:

## Camp Edwards public tour: Oct 18, 2024

- \* Unique synergy between soldier training and environmental protections.
- \* Visits: virtual weapons trainer, groundwater treatment facility, active range, proposed site of Multi-Purpose Machine Gun Range.

# STAYED INFORMED:

## (1.) Environmental Management Commission (EMC) Meetings:

Monitors all military and other activities in CE Northern Training Area.  
State of the Reservation Report: QR CODE

- \* Science Advisory Council (SAC): 19-Sep 2024

Vacancies: public health; wildlife habitat mngt; land use mngt

- \* Community Advisory Council (CAC): 01-Oct 2024

Falmouth Rep-Vacant; At-Large-Vacant

- \* EMC: 17-Oct 2024

## (2.) JBCC Military-Civilian Community Council (MC3): 20-Nov 2024

Falmouth Rep: Mike Renshaw

Discusses projects/policies in cantonment area (southern 5,000 acres).

## (3.) JBCC Joint Oversight Group (JOG), monthly mtgs: 03-Oct 2024

Falmouth Rep: Mike Renshaw

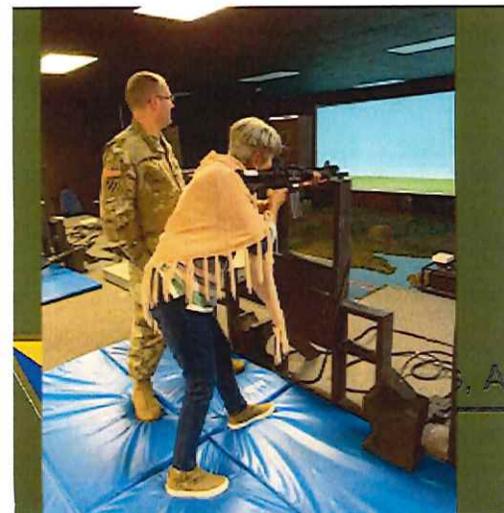
## (4.) Joint Base Cleanup Team: 13-Nov 2024

Citizens' advisory team that receive updates on and provide input to both environmental cleanup programs: IAGWSP (Army-north) & IRP (AF-south).

**EMAIL: [kathleen.a.kolva.civ@army.mil](mailto:kathleen.a.kolva.civ@army.mil)**



State of the Reservation Report, Training Year 23



**OPEN SESSION**

**BUSINESS**

8. Report – Cape Light Compact update on next three-year plan **(15 minutes)**



## AGENDA ITEM SUMMARY SHEET

**ITEM NUMBER:** Business 8.

**ITEM TITLE:** Report- Cape Light Compact update on the next three-year plan

**MEETING DATE:** 9/23/2024

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

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

**ATTACHMENTS:** Presentation/Report

---

### **PURPOSE:**

Maggie Downey, Chief Administrative Officer of the Cape Light Compact, will give a presentation to the Select Board on the Compact's next three-year plan.

### **BACKGROUND/SUMMARY:**

- Cape Light Compact is a nationally recognized award-winning energy services organization operated by the 21 towns on Cape Cod and Martha's Vineyard and Dukes County.
- The Compact's mission is to serve its 210,000 customers through the delivery of proven energy efficiency programs, effective consumer advocacy and renewable competitive electricity supply.
- Maggie Downey, Chief Administrative Officer of the Cape Light Compact, will give a presentation to the Select Board on the Compact's next three-year plan.

**DEPARTMENT RECOMMENDATION:**

This report is for informational purposes only. No formal Board action is requested.

**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:**

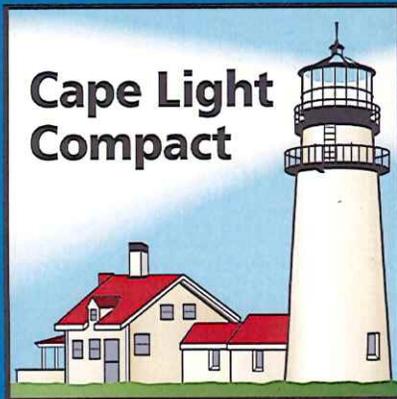
This report is being provided for informational purposes only; no formal action is requested.

*Michael Renshaw*

\_\_\_\_\_  
Town Manager

9/18/2024

Date



*Your Trusted, Local  
Energy Resource*

# Update from the Cape Light Compact

Maggie Downey, Chief Administrative Officer



# Who is Cape Light Compact?

POWER SUPPLY



Providing 100% Renewable Power Supply for Cape Cod and Vineyard Residents and Businesses

ENERGY EFFICIENCY



Offering rebates and incentives to residents and businesses to make energy efficient upgrades as the local Mass Save Sponsor

CONSUMER ADVOCACY



Ensuring Cape Cod and Martha's Vineyard energy interests are represented at the state level.



# Falmouth Energy Efficiency Results for 2023

Jan - Dec 2023	# of Participants	Rebates/Incentives Paid to Customers
Low Income	234	\$831,780.07
Residential	2,362	\$2,247,534.04
Commercial	162	\$1,103,008.85
<b>Total</b>	<b>2,758</b>	<b>\$4,182,322.96</b>



# Energy Efficiency Highlights for 2024

- **No-Cost Energy Assessments for residents and businesses**
  - Weatherization covered at up to 100% for all customers
    - 100% for Income Eligible and Moderate-Income customers, and renters
      - Moderate-Income customers can now self-attest to their income status
    - 75% for market-rate residential
  - Weatherization for businesses at set cost per sq. foot
- **Heat Pumps**
  - Whole home rebate with removal of existing fossil fuel heating system - \$10,000
  - Partial home - \$1,250 per ton when system is integrated with existing boiler or furnace



# Energy Efficiency Highlights for 2024

- **E-Bike Phase II: Fully Subscribed**
  - Standard incentive: 75% of the cost up-to \$1,200
  - Enhanced incentive: 90% of the cost up-to \$1,500
  - All vouchers (225) have been issued
- **ENERGY STAR Appliance Rebates**
  - Room AC - \$40
  - Room Air Purifiers - \$40
  - Dehumidifiers - \$30
  - Electric Clothes Dryer - \$50
- **CVEO: No Longer Accepting New Applications**
  - Program launched in the fall of 2023. Focused on homes deed-restricted for affordability and limited income
  - Provides Weatherization, Heat Pumps, Solar PV Panels, Batteries (for only 25 homes depending on evaluation), and Electric Induction Stoves



# Energy Saver Home Loan

The Energy Saver Home Loan Program will assist homeowners to cut their energy use and reduce or eliminate their reliance on fossil fuels. The Program will provide financing and technical support to households for measures not covered by the Cape Light Compact's energy efficiency program - Mass Save®.



Energy Saver Home Loans will be initiated through Cape Light Compact, and an Energy Service Provider (ESP), Abode Energy Management. The Cape Light Compact will work with participating lenders to assist borrowers through the step-by-step Energy Assessment, Decarbonization Plan, and loan application process.



# Energy Saver Home Loan

## Eligibility Requirements:

- Homeowners must make less **than 135% of area median income (AMI)\***
  - Barnstable County - **\$166,645**
  - Dukes County - **\$185,625**
  - Nantucket - **\$206,685**
- The unit must be a single-family home or one unit in a 2-4 unit multi-family building and must be owner-occupied.
- The proposed work must demonstrate modeled **energy savings of at least 20%**

*\*Based on combined income of residents listed on property deed.*



# Energy Saver Home Loan

## Loan Information

- Loan amounts range from \$10,000 to \$100,000
- 240-month loan term with the following structure
  - The first 18 months are interest-only
  - Amortized payments for the remaining 222 months
    - 0.50% interest rates for borrowers below 80% AMI
    - 2% interest rate for borrowers between 80% and 135% AMI
- Participating lenders for Cape Cod & Islands are Cape Cod Five, Bay Coast Savings Bank and Bristol County Savings Bank



# Energy Saver Home Loan: Eligible Improvements

## HVAC

- Air Sealing, Duct Sealing and Ventilation
- Air Source Heat Pumps (heating/cooling)
- Ground Source Heat Pumps (heating/cooling)

## Appliances

- Electric Stove, Cooktop, Range, or Oven
- Heat Pump Clothes Dryer

## Health and Safety Improvements

- Mold Remediation
- Oil Tank Removal

## Clean Energy Technology

- Battery Storage
- Electric Panel Upgrade and Wiring
- Electric Vehicle Charging Station
- Solar PV System

## Fixtures

- Low Flow Faucets/Toilets
- LED Lights

## Site Work

- Arborist-Approved Shade Trees
- Tree Pruning

## Energy Efficiency /Weatherization

- Exterior Doors
- Exterior Insulation and Air Barriers
- Insulation
- Roofing
- Fortified Roofing
- White Roofing
- Thermostats
- Windows

## Water Heating

- Heat Pump Water Heaters

**ELIGIBLE IMPROVEMENTS WILL BE DETERMINED BY THE ENERGY SERVICE PROVIDER. FOSSIL FUEL EQUIPMENT UPGRADES ARE NOT ELIGIBLE.**



# USDA Rural Energy Savings Program

The Compact will provide low interest loans directly to customers for **solar PV** projects. Year one will be focused on residential customers, but small businesses are eligible.

- Selected Cape Cod 5 to administer/service the loan
- Interest Rate: Can charge up to 5% interest rate
  - Target interest rate is below 3%
- Loan Term: Ten years
- Loan Amount: up to \$50,000

Program scheduled to launch in the fall this year (2024)



# From Energy Efficiency to Decarbonization

- Cape Light Compact - Mass Save - shifting focus from energy Efficiency to Decarbonization.
  - Continuing our electrification efforts
  - Encouraging customers to replace existing fossil fuels equipment with high-efficiency heat pumps. Including heating systems, cooking equipment, and water heaters
- As required by the MA Climate Act of 2022, rebates for fossil fuel equipment including gas, oil, and propane furnaces and burners are being phased out.
  - This equipment must be installed prior to August 31, 2024 and the rebate application submitted by September 30, 2024. Heat Loans are no longer available for fossil fuel equipment.



# 2025-2027 Energy Efficiency Plan

## Policy Goals for 2025-2027



Decarbonization



Equity



Customer experience



# Small Business Enhancements

Support **decarbonization** of small businesses by increasing **access**, improving **customer experience**, and expanding the **workforce**

- Expand the Customer Directed Option pathway for customers
- Expand the renters and landlords enhanced offering
- Prioritize support for community-based organizations
  - Up to 100% incentives for charitable non-profits
  - Main Street events
  - Community First Partnership engagement
- Joint PA delivery of the Small Business Initiative



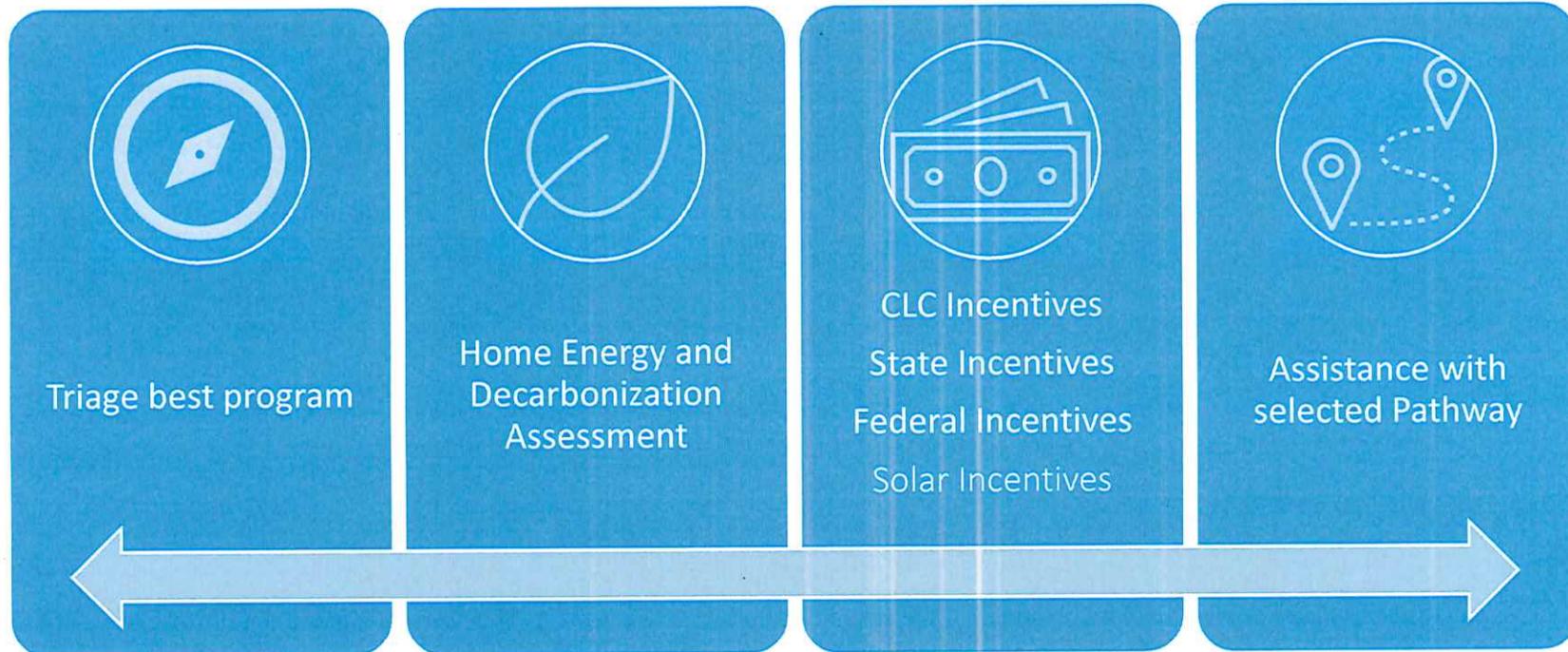
# Statewide Residential & Low-Income Offers

	Low Income (owner or renter)		Moderate Income (owner or renter)		Market Rate (or not income qualified)	
			Turnkey Pathway	Rebate Pathway	Renter	Owner
Weatherization	100%		100% (self-attest)	N/A	100%	75%
Barrier Mitigation	100%		100% 	N/A	\$5,000/unit	\$250 + HEAT Loan
Electrification	100%		100% 	up to \$16,000 ASHP, \$25,000 GSHP 	\$10,000 whole home; \$2,000/condenser	

 denotes income verification required

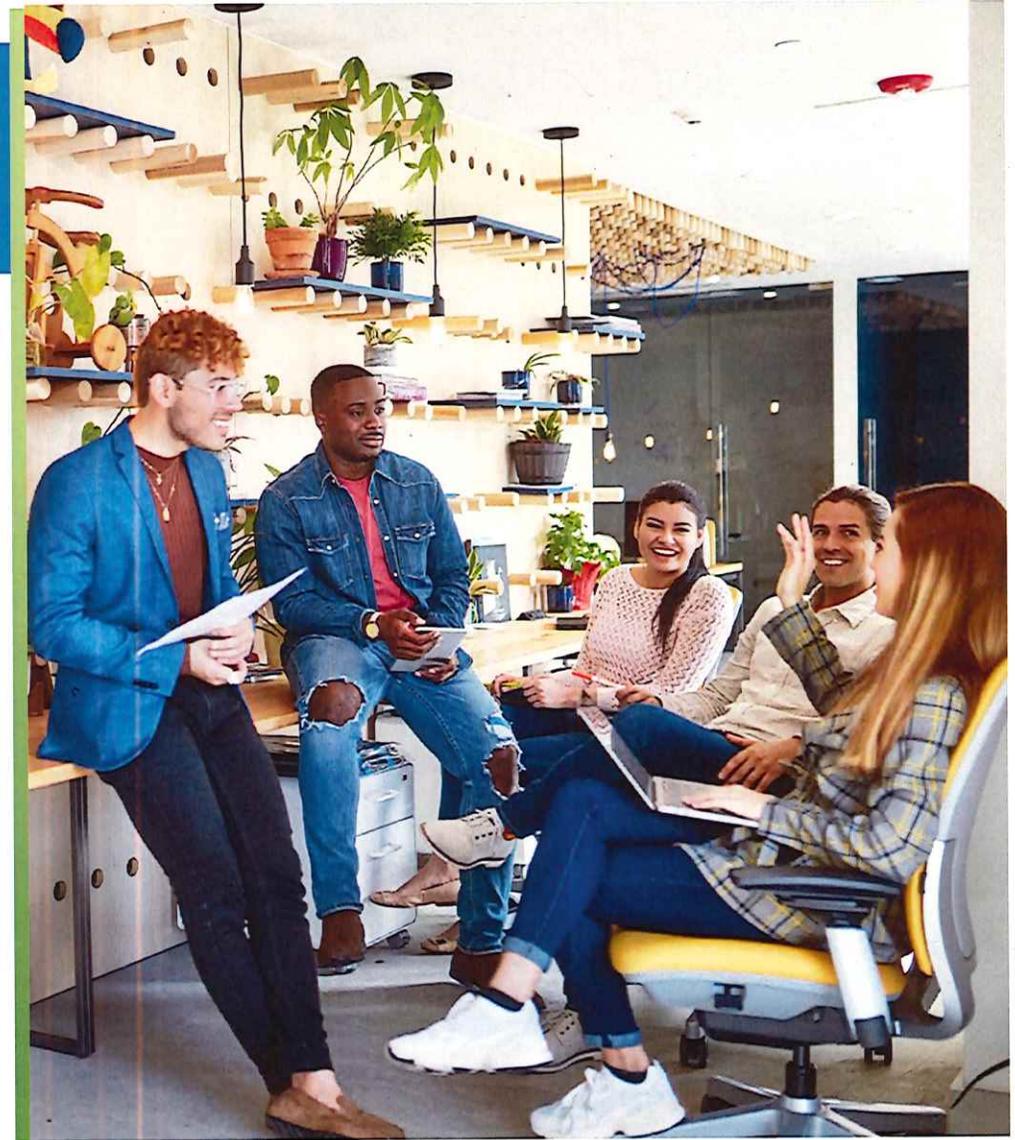


# Compact Enhanced Customer Service



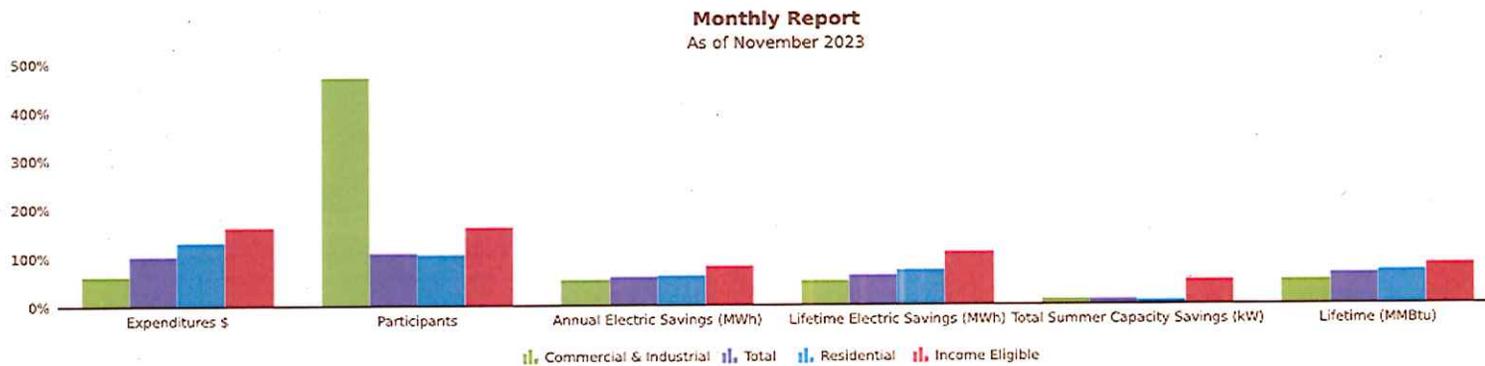
## Strengthen and Diversify the Workforce

- Collaborate with the Massachusetts Clean Energy Center to increase workforce diversity, **doubling annual funding from \$12 million to \$24 million per year.** Areas of focus:
  - Training for contractors who speak Languages Other Than English (LOTE),
  - Business and skill development, barrier removal, and certification support for MWBEs, and
  - Comprehensive training and robust wrap around support services to mitigate barriers and increase access and successful outcomes for new entrants.
- Continue to hold Supplier Diversity Summits and add a new matchmaking effort to **match diverse suppliers with vendors**



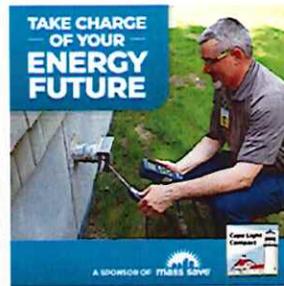
# Mass Save Data

- Mass Save maintains a website where it publishes all program data.
- Masssavedata.com



# Energy Efficiency Marketing

- Cape Light Compact and Mass Save® do extensive digital and print marketing for our Energy Efficiency Programs including:
  - Digital display ads
  - Paid google search
  - Local and regional newspapers
  - Local radio
  - Paid social media ads
  - And more!
- CLC can provide programmatic fliers and marketing material as needed



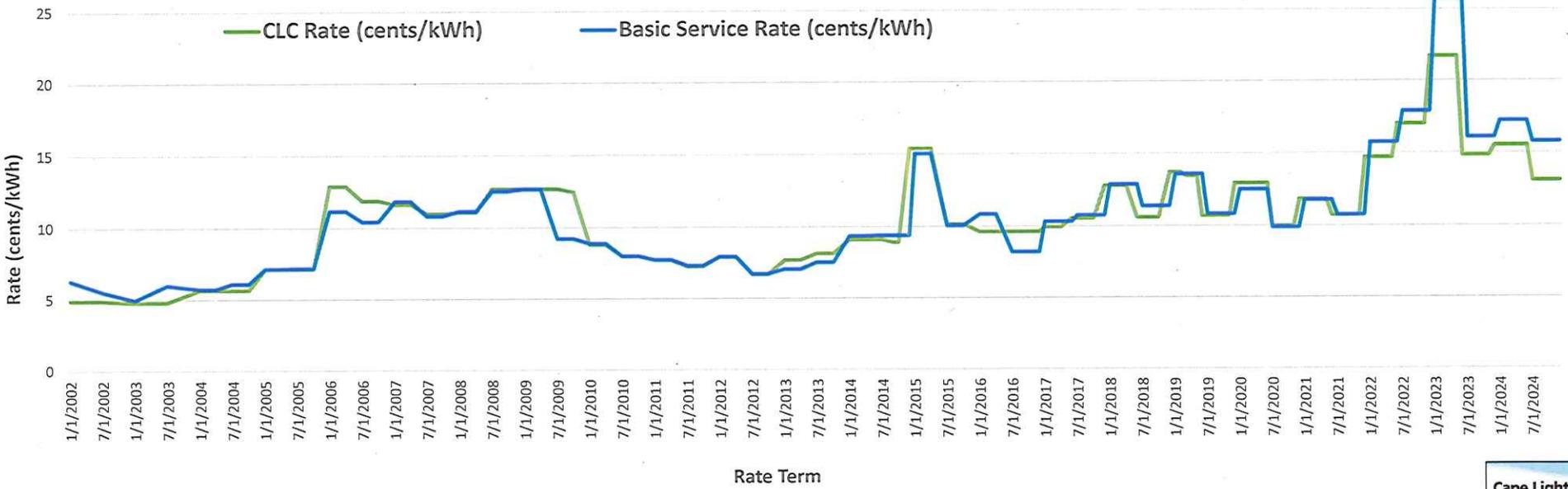
# Power Supply Rates July '24 – January '25

	<u>Residential</u>	<u>Commercial</u>	<u>Industrial</u>
	<i>July '24 – Jan '25 cents/kWh</i>	<i>July '24 – Jan '25 cents/kWh</i>	<i>July '24 – Oct '24 cents/kWh</i>
<b>CLC Standard</b>	13.098	12.993	11.127
<b>Local Green 50%</b>	14.398	14.293	12.427
<b>Local Green 100%</b>	16.698	16.593	14.727
<b>Eversource</b>	15.772	15.677	13.556

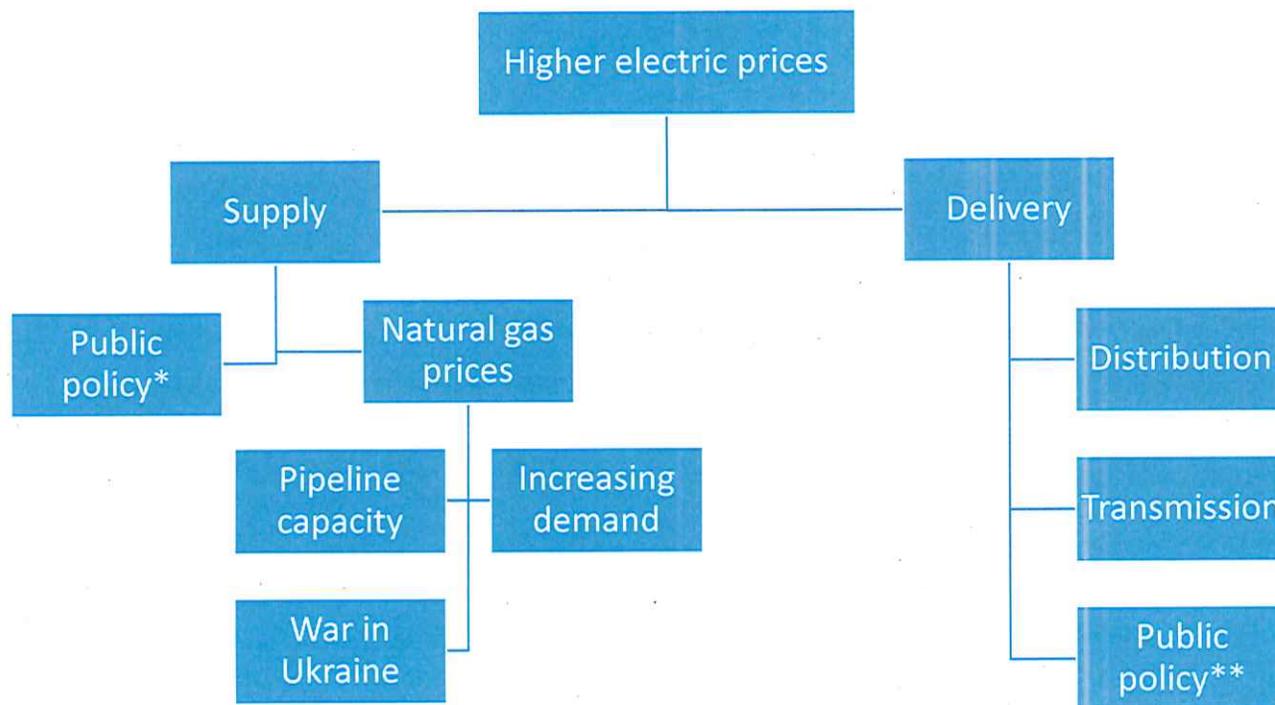


# Cape Light Compact & Basic Service Residential Power Supply Rates

Cape Light Compact & Basic Service Residential Rates (2002 – present)



# What is Driving Higher Prices?



\*Public policy on the supply side of the bill includes the costs to power suppliers (like CLC, Eversource Basic Service) of purchasing renewable energy certificates to meet state requirements such as the Renewable Portfolio Standard, the Clean Energy Standard, the Clean Peak Standard, and the Alternative Portfolio Standard

\*\*Public policy on the delivery side of the bill includes the energy efficiency programs, solar programs (SMART and net metering), renewable energy, and electric vehicle programs



# Stay Up to Date with the CLC

- Sign up for our monthly e-newsletter
  - <https://www.capelightcompact.org/news/newsletter/>
- Follow the Compact on Social Media:



facebook.com/capelightenergy



@clcenergy



linkedin.com/company/cape-light-compact-jpe/



@capelightcompact2101



@CapelightEnergy



# Questions?

Visit our Website

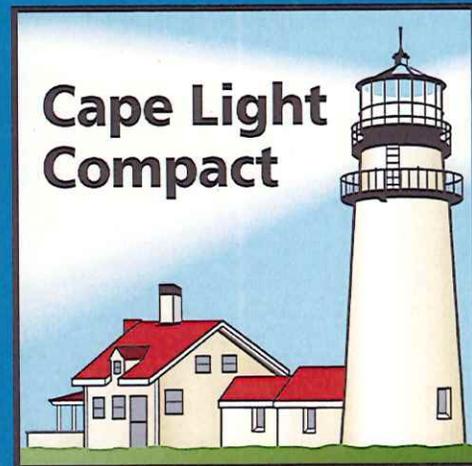
[www.capelightcompact.org](http://www.capelightcompact.org)

Energy Efficiency

**1-800-797-6699**

Power Supply

**1-800-381-9192**



*Your Trusted, Local  
Energy Resource*

## OPEN SESSION

### BUSINESS

9. Reconsider 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 9.

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

**MEETING DATE:** 9/23/2024

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

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

**ATTACHMENTS:** Draft Request for Proposals and Lease - revised 09/18/2024

---

### 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:

- At the September 9<sup>th</sup> meeting the Board determined more time was needed to consider the terms of the RFP and lease before taking action. The draft lease presented for this meeting has been modified in attempt to address questions raised at the first meeting.
- Much of the Board's questions related to capital improvements.
  - Mr. Mascali raised a concern that the private operator might defer the minimum required capital investment until the final years of the lease and requested more certainty around the private operator's capital improvement responsibilities. The revised draft requires the private operator to fulfill the minimum capital spending

requirement by 01/01/2036. This ensures the Town will benefit from this investment for over half of the 25-year lease period.

- There was a suggestion that the Town determine in advance which capital improvements will be completed by the private operator. The staff recommendation is to avoid specifying the capital improvements to be completed by the private operator for two reasons: 1) The Town's primary objective is to ensure the long-term viability of the course which requires the private operator to be successful covering its expenses and generating some profit over the term of the lease. It is the staff opinion that the professional golf firm is better qualified to determine the improvements that will provide a return on investment than Town staff and community members. 2) There is some possibility that prevailing wage rates and state procurement requirements might not apply to certain capital improvements undertaken by the private operator if a number of conditions are met. One of those conditions is that the Town not require the specific project or control the design of the project.
  - The operator will be required to submit a capital plan. The Town can then consider investing Town funds in supplemental capital improvements based on: 1) Information received through the independent evaluation of the course which is expected to be received this week; 2) The Town-wide building condition study the Town is undertaking, and 3) Funds received from the operator under this lease to pay for capital improvements.
- 
- The base rent in the proposed lease has been reduced from \$500,000 to \$400,000 to account for the accelerated capital investment now required. This base rent is adjusted annually by 2% provided prior year gross revenues have increased by at least 2%.
  - The revenue share threshold has been increased from \$1,420,000 to \$1,750,000 after re-examining the financial responsibilities of the operator and the impact of inflation on costs over the 25 – 30 years of the lease. This threshold is adjusted annually by 2% provided prior year gross revenues have increased by at least 2%.
  - A provision has been added to Article 23 of the lease which gives the Town the right to install a collection tank for treated wastewater in the unlikely event the outfall pipe is not permitted and this site is deemed more favorable than the Wastewater Treatment Facility parcel, the Allen parcel, and the Augusta property.

- The proposed lease term remains 25 years with one 5-year renewal option. The staff position is that a long lease is the best way to achieve the Town's policy objectives to meet our financial goals and minimize staff resources required to maintain a successful golf operation. The risks of a non-performing operator have been mitigated by the robust experience requirements and selection criteria in the RFP, and the lease provisions (e.g. default clause, audited financial statements, etc.)

- Updated timeline for RFP and lease:

August 19	Golf Advisory Committee Recommendations on RFP/Lease terms
September 9	Select Board initial review and discussion of RFP
September 23	Select Board vote to authorize lease and declare property surplus
October 30	Proposal submission deadline
November 18	Select Board vote to award lease
January 1, 2025	Lease term begins

- These lease terms will meet the Town's financial requirements to cover debt and will generate funds for the Town that can be used to pay back the Town general fund for prior year golf course costs not supported by golf revenues. These terms will also generate a surplus that can be invested in capital improvements at the golf course at the Town's discretion -- through the capital planning process with Select Board, Finance Committee and Town Meeting review.
- As mentioned at the last meeting, procurement laws (M.G.L. c 30B § 16) require that the Town declare property "...available for disposition..." before issuing an RFP to lease real property. The term "surplus" has been used interchangeably for this purpose. The declaration is meant to confirm the Town does not have a better use for the property. In this case, the declaration means the Town wishes to continue to use the land to operate a golf course through a lease with a private operator consistent with the stated purpose when Town Meeting approved the acquisition of the property.

**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 as presented with any technical corrections and revisions deemed necessary.

**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

9/18/2024

Date

**DRAFT ONLY September 18, 2024**



**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 1: General Information and Submission Instructions ..... 4**

**Section 2: Non-Price Proposal Content ..... 7**

**Section 3: Specifications for Golf Facility Operations ..... 11**

**Section 4: Minimum Criteria ..... 12**

**Section 5: Comparative Evaluation Criteria ..... 14**

**PRICE PROPOSAL FORM ..... 18**

**Certificate of Non-Collusion .....19**

**Certificate of Authority .....20**

**Certificate of Compliance with Massachusetts Tax Laws .....21**

**Disclosure of Beneficial Interests in Real Property Transaction .....22**

**FORM OF LEASE .....25**

**Appendix 1: Course Condition Report from Verdant Innovative Solutions**

**Appendix 2: Summary of Financial History & Projections**

**Appendix 3: Personal Property Inventory**

**Appendix 4: "Nine Hole Course" Conservation Restriction**

**Appendix 5: Legal Description**

**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 as Appendix 5 to this RFP.

**Procurement Calendar**

<b>Event</b>	<b>Date*</b>
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](mailto: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 Disclosure of Beneficial Interests in Real Property Transaction;
7. A completed Price Proposal Form; and

8. 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 and in the Lease. 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 01/01/2036 and the amount to be spent between 2036 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 3<sup>rd</sup> week in March through the 1<sup>st</sup> 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 from the acquisition of the property 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. The specific improvements will be determined in dialog with the prospective Tenant and subject to available revenues.

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.

### **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, of which at least \$2.0 million shall be expended prior to January 1, 2036, and provides a representative list of planned improvements.

**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 of which at least \$2.0 million shall be expended prior to January 1, 2036..

**Not Advantageous:** The Respondent commits to investing \$2.0 million or more in capital improvements over the term of the lease, excluding maintenance equipment to be expended prior to January 1, 2026, 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:**

Base Rent: Tenant shall pay to Landlord Base Rent of \$400,000 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.

**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 \$1,750,000 for Year 1 of the Lease Agreement. This threshold amount shall increase by 2% per year during the term of this Lease Agreement. 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 Revenue Share Threshold shall remain the same as the prior year.

**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. \$1,750,000 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%*)

**CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under the pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word 'person' shall mean any natural person, business, partnerships, corporation, union, committee, club, or other organization, entity, or group of individuals.

Name of Business: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Person signing Bid: \_\_\_\_\_



**CERTIFICATE OF CORPORATE BIDDER**

I, \_\_\_\_\_, certify that I am \_\_\_\_\_  
\_\_\_\_\_ of the Corporation named as Bidder, Proposer, or Respondent in the within Bid  
or Proposal Form that \_\_\_\_\_ who signed said Bid or Proposal Form on  
behalf of the Bidder, Proposer, or Respondent was then \_\_\_\_\_  
of said Corporation; that I know his signature hereto and that said Bid or Proposal Form was duly signed, sealed,  
and executed for and on behalf of said Corporation by authority of its Board of Directors.

(Corporate Seal)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

This Certificate must be completed where the Bidder, Proposer, or Respondent is a Corporation, and should be so completed by its Clerk. In the event that the Clerk is the person signing the Bid or Proposal on behalf of the Corporation, this Certificate must be completed by another Officer of the Corporation.

## INSTRUCTION SHEET

**NOTE:** The Division of Capital Asset Management and Maintenance (DCAMM) shall have no responsibility for insuring that the Disclosure Statement has been properly completed as required by law. Acceptance by DCAMM of a Disclosure Statement for filing does not constitute DCAMM's approval of this Disclosure Statement or the information contained therein. Please carefully read M.G.L. c. 7C, s. 38 which is reprinted in Section 8 of this Disclosure Statement.

**Section (1):** Identify the real property, including its street address, and city or town. If there is no street address then identify the property in some other manner such as the nearest cross street and its tax assessors' parcel number.

**Section (2):** Identify the type of transaction to which this Disclosure Statement pertains --such as a sale, purchase, lease, etc.

**Section (3):** Insert the exact legal name of the Public Agency participating in this Transaction with the Disclosing Party. The Public Agency may be a Department of the Commonwealth of Massachusetts, or some other public entity. Please do not abbreviate.

**Section (4):** Insert the exact legal name of the Disclosing Party. Indicate whether the Disclosing Party is an individual, tenants in common, tenants by the entirety, corporation, general partnership, limited partnership, LLC, or other entity. If the Disclosing Party is the trustees of a trust then identify the trustees by name, indicate that they are trustees, and add the name of the trust.

**Section (5):** Indicate the role of the Disclosing Party in the transaction by checking one of the blanks. If the Disclosing Party's role in the transaction is not covered by one of the listed roles then describe the role in words.

**Section (6):** List the names and addresses of every legal entity and every natural person that has or will have a direct or indirect beneficial interest in the real property. The only exceptions are those stated in the first paragraph of the statute that is reprinted in Section 8 of this Disclosure Statement. If the Disclosing Party is another public entity such as a city or town, insert "inhabitants of the (name of public entity)." If the Disclosing Party is a non-profit with no individual persons having any beneficial interest then indicate the purpose or type of the non-profit entity. If additional space is needed, please attach a separate sheet and incorporate it by reference into Section 6.

**Section (7):** Check "NONE" in the box if none of the persons mentioned in Section 6 is employed by DCAMM or an official elected to public office in the Commonwealth of Massachusetts. Otherwise list any parties disclosed in Section 6 that are employees of DCAMM or an official elected to public office.

**Section (8):** The individual signing this statement on behalf of the Disclosing Party acknowledges that he/she has read the included provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts.

**Section (9):** Make sure that this Disclosure Statement is signed by all required parties. If the Disclosing Party is a corporation, please make sure that this Disclosure Statement is signed by a duly authorized officer of the corporation as required by the statute reprinted in Section 8 of this Disclosure Statement.

DCAMM's acceptance of a statement for filing does not signify any opinion by DCAMM that the statement complies with applicable law.

This completed and signed Disclosure Statement should be emailed to [realestate.dcammm@mass.gov](mailto:realestate.dcammm@mass.gov) or otherwise delivered to:

Deputy Commissioner for Real Estate  
Division of Capital Asset Management and Maintenance  
One Ashburton Place, 15<sup>th</sup> Floor, Boston, MA 02108

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

- (1) REAL PROPERTY:
  
- (2) TYPE OF TRANSACTION, AGREEMENT, or DOCUMENT:
  
- (3) PUBLIC AGENCY PARTICIPATING in TRANSACTION:
  
- (4) DISCLOSING PARTY'S NAME AND TYPE OF ENTITY:
  
- (5) ROLE OF DISCLOSING PARTY (Check appropriate role):  

<input type="checkbox"/> Lessor/Landlord	<input type="checkbox"/> Lessee/Tenant
<input type="checkbox"/> Seller/Grantor	<input type="checkbox"/> Buyer/Grantee
<input type="checkbox"/> Other (Please describe): _____	

(6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

<u>NAME</u>	<u>RESIDENCE</u>
_____	_____
_____	_____

(7) None of the above- named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (Check "NONE" if NONE):

NONE

NAME: \_\_\_\_\_ POSITION: \_\_\_\_\_

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

- (8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

*No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.*

*Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.*

*The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.*

- (9) This Disclosure Statement is hereby signed under penalties of perjury.

\_\_\_\_\_  
PRINT NAME OF DISCLOSING PARTY (from Section 4, above)

\_\_\_\_\_  
AUTHORIZED SIGNATURE of DISCLOSING PARTY      DATE (MM / DD / YYYY)

\_\_\_\_\_

PRINT NAME & TITLE of AUTHORIZED SIGNER

**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 included in your Non-Price Proposal all of the required items identified in sections 1. and 2. of the Submission Instructions?
- D Have you sealed your Non-Price Proposal submission in a separate envelope so marked?
- D Have you submitted your Guarantee (Deposit)?

**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**

**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. The town has an annual debt service obligation from the acquisition of the property 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. Any improvements that might be funded by the Town will be determined in dialog with the prospective Tenant and subject to available revenues. 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.

H. 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.

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

J. The Tenant shall promote junior golf programs.

K. 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.

L. 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.

M. 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.

N. 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

Fire Insurance shall be in an amount equal to the replacement cost of the buildings as determined by the Landlord. These amounts are as charted below:

Building	Amount
Clubhouse	\$1,000,000
Ca1tBam	100,000
Maintenance Garage	450,000
Halfway House	100,000
Pumphouse #1	
Building	25,000
Equipment	100,000*
Pumphouse #1	
Building	25,000
Equipment	80,000*
Gasoline Pump/Tanks (2)	25,000 each*
Pesticide Shed	25,000
Storage Shed	15,000
Range Shed	15,500
Irrigation System	200,000*
* Items should be covered under boiler & machinery/equipment breakdown policy	

Commented [RH1]: Update with current amounts

The Landlord and the Tenant shall be named as insured on all policies obtained by the Tenant and certificates of insurance shall be furnished to the Landlord. All policies shall be obtained from companies licensed to conduct business in the Commonwealth of Massachusetts. Companies providing insurance coverage shall be required to have nothing less than an "A" rating or better by the A.M. Best Company of Aldrich, New Jersey.

If Tenant obtains and evidences required insurance coverage in amount and form, no approval by the Town Counsel of the Town of Falmouth is necessary.

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 \$400,000 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 affirmation 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. In the event that a Capital project proposed by the Town will cause a disruption to the Tenant's operation, the Town shall meet with the Tenant to discuss measures that can be taken to mitigate any impact on customer experience and potential revenues.

D. There is some possibility the Town may want to use the Golf Course as a site for discharge of treated wastewater (i.e. tertiary treatment) though it is not the preferred option. The Town has committed \$850,000 for permitting of its preferred option for discharge of treated wastewater – an ocean outfall. There is also another parcel of land owned by the Town which is slightly closer to the treatment plant than the Golf Course. Nevertheless, the Town reserves the right to disturb one fairway, or the driving range, or the parking lot for up to one year to install a collection tank for treated wastewater which would be connected to the irrigation system thereby reducing the Tenant's water costs. In the unlikely event the Town pursues this option, the design and financial impact will be negotiated with the Tenant.

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 purchased by the Tenant 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 3<sup>rd</sup> week in March through the 1<sup>st</sup> 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 \_\_\_\_\_

Appendix 2: Summary of Financial History & Projections

Appendix 3: Personal Property Inventory

Appendix 4: "Nine Hole Course" Conservation Restriction

*To be added*

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

## OPEN SESSION

### BUSINESS

10. Presentation of Petition articles for November 2024 Town Meeting **(5 minutes each)**
  - a. Present Petition Article #20 – Authorize disposition of 0 West Falmouth Highway for affordable housing – Addie Vaccaro Drolette
  - b. Present Petition Article #21 – Authorize disposition of 21 Pheasant Lane for affordable housing – Addie Vaccaro Drolette
  - c. Present Petition Article #22 – Authorize disposition of 20 Brigantine Drive for affordable housing – Addie Vaccaro Drolette
  - d. Present Petition Article #23 – Fund urine diversion pilot project – Matt Patrick, Ron Zweig, Hilda Maingay, Earle Barnhart, and Green Center, Inc.



**ITEM NUMBER:** Business 10.

**ITEM TITLE:** Presentation of Petition Articles for the November 2024 Town Meeting

**MEETING DATE:** 9/23/2024

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

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

**ATTACHMENTS:** November 2024 Town Meeting Calendar; Draft Warrant with Articles

---

**PURPOSE:**

Petitioners for each of the four (4) Petition Articles will be provided five (5) minutes each to make presentation on Articles 20, 21, 22, and 23.

**BACKGROUND/SUMMARY:**

N/A

**DEPARTMENT RECOMMENDATION:**

No formal action is requested of the Select Board; the presentations are for information purposes only.

**OPTIONS:**

No formal action is requested of the Select Board; the presentations are for information purposes only.

**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:**

No formal action is requested of the Select Board; the presentations are for information purposes only.

*Michael Renshaw*

---

Town Manager

9/19/2024

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 Only .....Friday, 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 Capital Improvements (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 Chapter 240-9.5: Home Occupation
35	Amend Chapter 240-3.2: Definitions

<b>Article Number</b>	<b>Description</b>
36	Amend Article 10: Nonconforming Uses, Structures, and Lots

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
<b>Accessory Uses</b>				
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
<b>Accessory Uses</b>						
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 and Assessors Parcel ID 26 04 062A 000 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

Articles 20, 21 and 22



September 5, 2024

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

**Re: Petitioner Articles Fall 2024 Town Meeting – Disposition of Town Lane for Affordable Housing**

Dear Select Board Members:

The Falmouth Housing Trust (“FHT”) has filed three articles for the Fall 2024 Town Meeting (Addie Vaccaro Drolette, President) for approval of disposition of Town owned land for affordable housing. We are requesting the support of the Select Board for the warrant articles.

FHT began the process of working to identify Town owned land for affordable housing in or about 2018 when the 2018 Housing Production Plan (“HPP”) was approved. The 2018 HPP included as a “High Priority” strategy in Years 1 and 2 to make Town owned land available for affordable housing. FHT has been working with the Town staff for at least 5 years on identifying Town land to be made available for affordable housing. The 2024 HPP also includes the Suggested Action of making Town owned land available for affordable housing as a Year 1 priority.

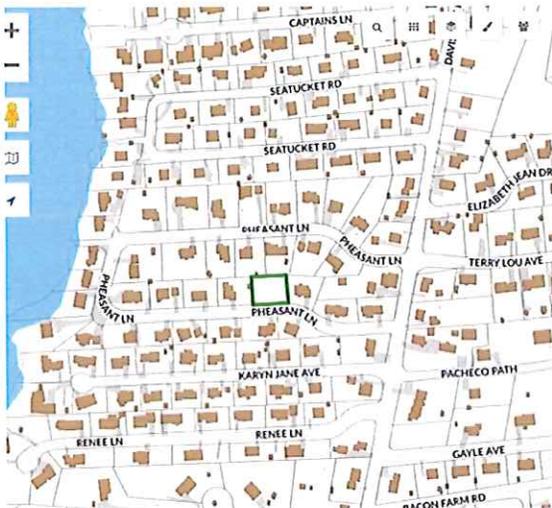
Given the passage of time since the 2018 HPP was adopted, the stated Year 1 priority for the 2024 HPP, and to address the housing crisis in our community, the FHT Board voted to petition Town meeting to authorize the Select Board to issue RFPs or otherwise convey three parcels of land for affordable housing. The three parcels are as follows:



1. **20 Brigantine Drive, East Falmouth.**

This vacant building lot is 27,935 square feet, located in a developed residential subdivision off of Boxberry Hill Road. It has 244.32 feet of frontage on Brigantine Drive. It is located at the corner of Brigantine Drive and Cutter Drive. The lot was acquired by the Town by tax taxing.

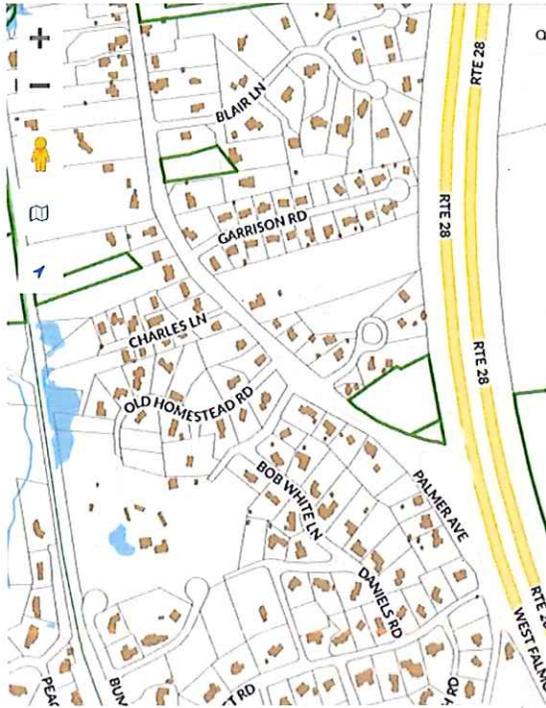
We believe this lot is suitable for one-two bedroom single family home.



2. **21 Pheasant Lane, East Falmouth**

This vacant building lot is 11,154 square feet, located in a developed residential subdivision off of Davisville Road. It has 121.48 feet of frontage on Pheasant Lane. The lot was acquired by the Town by tax taking.

We believe this lot is suitable for one-three bedroom single family home.



### 3. 0 West Falmouth Highway

This vacant lot is 2.5 acres, located in a developed residential subdivision off of West Falmouth Highway. It is the triangular shaped parcel shown on the GIS map adjacent to the Route 28 road layout. The land has an estimated frontage of 200 feet or more on West Falmouth Highway.

Abutting the land to the north and west are single family dwellings. Route 28 abuts the land to the east and West Falmouth Highway abuts the land to the south. Electric and water utilities currently exist in West Falmouth Highway to service the parcel.

The land is located in the Public Use zoning district. Single family dwellings are allowed under the Falmouth Zoning Bylaw. Two-family dwellings are allowed by right in the Public Use zoning district.

We believe this parcel is suitable for at least three single family dwellings with one shared curb cut access roadway off West Falmouth Highway. At 2.56 acres, there would be sufficient land for buffers from Route 28 and abutting property.

Thank you for your consideration of our request for support of the three petitioner warrant articles. If the Select Board would like a formal presentation of the warrant articles, we would be pleased to attend a regular Select Board meeting.

Sincerely,

Falmouth Housing Trust, Inc.

*Laura M. Moynihan*

By: Laura M. Moynihan,  
Executive Director/In House Counsel

Cc Michael Renshaw, Town Manager  
Kim Fish, Housing Coordinator

## Article 23



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

**TO:** Mike Renshaw, Town Manager  
**FROM:** Peter Johnson-Staub, Assistant Town Manager *PJS*  
**SUBJECT:** Urine Diversion Feasibility Study Status Report  
**DATE:** August 28, 2024

The working group you appointed for this project (myself, Steve Leighton as a representative of the Water Quality Management Committee, and Kim Comart as a representative of the Freshwater Ponds Advisory Committee) has been meeting weekly with representatives of the Massachusetts Alternative Septic System Test Center (MASSTC) and its consultants to move this project forward. As you know, this feasibility study seeks to address a number of complex questions some of which rely upon answers from the state plumbing board and the Massachusetts Department of Environmental Protection.

We will not be able to meet the ambitious goal to complete the feasibility study by the end of this month as called for in the scope of work of the intergovernmental agreement executed with MASSTC. I am more than satisfied with MASSTC's work on this project to date. We are making steady progress and learning a lot about the challenges and opportunities for Urine Diversion as a potential option for meeting the nitrogen reduction targets required by state regulation. The members of the working group and the MASSTC staff lead for this project, Bryan Horsley, are confident that the feasibility study will be completed by December so the Town will have the information required to make an informed decision about funding a pilot project at the April 2025 Annual Town Meeting.

Mr. Horsley has provided a detailed status report which is attached for your reference.

**CC:** Select Board  
Keith Schwegel, Finance Committee Chair  
Kim Comart  
Steve Leighton  
Bryan Horsely

//UD Status Report Cover 08-28-2024

## Falmouth Urine Diversion Pilot Project Planning Status Report

August 28, 2024

Beginning on May 9, 2024, the Town of Falmouth entered into an intermunicipal agreement (IMA) with the Massachusetts Alternative Septic System Technology Center (MASSTC) to evaluate the feasibility of a future urine diversion (UD) pilot project as has been discussed around town since August of 2023. MASSTC subsequently subcontracted with a team of expert ecological sanitation and urine diversion consultants on June 20, 2024, and began working on the project scope shortly thereafter. The scope of work for this IMA aims to provide the Town with the information necessary to determine if financial investment in a future UD pilot project is in the Town's best interest. Specifically, the Town is seeking to determine if UD can gain all necessary regulatory approvals and if it can be utilized as a nutrient reduction strategy in watershed management plans.

The IMA project team has met weekly since their first meeting on June 20, 2024. Team members include Assistant Town Manager Peter Johnson-Staub, Water Quality Management Committee representative Steve Leighton, Freshwater Ponds Committee representative Kim Comart, MASSTC Project Assistant Bryan Horsley, MASSTC Director Brian Baumgaertel, MASSTC Project Manager Sara Wigginton, and MASSTC's expert consultant team: Conor Lally and David Luken of Nutrient Networks, Abe Noe-Hays and Arthur Davis of the Rich Earth Institute, Kelsey McWilliams of Point of Shift, and Mathew Lippincott a regulatory expert from the University of Michigan. During weekly meetings, the team has discussed strategies, reported progress, and made decisions about how a future project should be designed and implemented.

At the start of the IMA project the Town set a series of deadlines for completion of each individual task, all of which fell on or before August 30, 2024, with the intention of being prepared to request funding for a future pilot project within the Town's capital budget process. Prior to initiation of the IMA the project team acknowledged the very short timeline for completing work which included regulatory approvals from both the Massachusetts Department of Environmental Protection (MassDEP) and the Massachusetts Board of State Examiners of Plumbers and Gas Fitters (commonly referred to as the state plumbing board). Realizing that timely results were dependent on regulatory decisions that notoriously take time, the IMA project team decided to take on the project with optimism and intention to do as much as possible in the available time frame.

As of writing this status report it has become apparent that many of the tasks within the IMA scope of work will require more time to complete and will unfortunately not be ready in time to include a funding request in the current capital budget planning cycle. Despite not meeting the intended timeline the project team has made significant progress toward completion of the scope tasks and has built momentum toward success at identifying regulatory pathways, initiating approval processes, and engaging with the workforce needed to manage a future UD pilot project. Following are specific updates on each task within the IMA project scope of work.

## Participant Agreements

The future UD pilot project will entail the voluntary installation of UD toilet fixtures and collection systems in the homes of Falmouth residents, which presents some concerns in terms of funding and liability. The project team envisions that all costs (up to a financial cap yet to be determined) for UD system assessment, design, permitting, installation, and monitoring will be paid by the Town and managed by MASSTC. Any desired work such as additional toilet fixture installations and/or related renovation work that exceeds that financial cap would be paid by the participants. To ensure that homeowners who have installed UD systems with funds from this project remain committed to participate throughout the project period, the project team envisions a financial incentive in the form of a loan forgiveness program. The intention of a participant agreement is to document and agree upon both the project financial structure, the respective responsibilities of the participants, the project management team, and the Town, and to address the liabilities of all parties involved.

While the team has developed a draft agreement, additional information is needed including an approved monitoring plan from MassDEP to confirm UD system design details, final cost estimates for installation of UD systems to inform subsidy amount, approval of UD toilet systems by the State Plumbing Board, and a review of liability and legal considerations. The project team is gathering this information, although the timeline for regulatory approvals is difficult to predict.

## Toilet Fixture Selection and Approval

The project team has developed a list of suitable UD toilet fixtures, including split bowl UD toilets, urine only toilets and waterless urinals, although final selection will depend on which systems are able to gain the approval of the State Plumbing Board.

The project team is actively working with contacts at the local level (plumbers and plumbing inspector) and at the State Plumbing Board to review project plans and to prepare an application for approval of fixtures and collection system configurations. This same process was successful during the previous 2012 Falmouth Eco-Toilet Project at gaining provisional approval for various UD and composting toilet systems and the team is optimistic that the same approval pathway is achievable for this planned project. While the timeline for regulatory determinations is difficult to predict we can expect to continue progressing through this process and reach a determination.

## Approval of Monitoring Plan

The purpose of this task is to develop a plan for monitoring nutrient removal performance of installed UD systems and to gain approval from MassDEP for utilization of resulting data toward the Town's watershed plan nutrient accounting. Following a series of communications with MassDEP, as of August 27, 2024, we have been successful in reaching a determination for our intended approval of a watershed based nutrient accounting method. This determination

allows the Town to measure urine nutrients that are collected and removed from a particular watershed and to claim credit for those nutrients toward watershed targets (TMDLs). With this approach, UD participants would have the freedom to install any number of UD toilets (one or more) and to use them at any intensity they desire during and after the pilot project.

Furthermore, at the start of this IMA project period MassDEP had indicated that the future pilot project would need to advance UD systems to general use approval following the approval pathway designed for IA septic systems, which would entail installing and monitoring at least 50 UD participating residences for 3-years. With this newly determined watershed-scale nutrient accounting approach general use approval is not required and that the Town may be able to achieve the same objectives by piloting less than 50 UD installations for a period of less than 3 years, although greater numbers of installations will produce more robust data and accurate estimates for UD sourced nutrient removal credits in future watershed plans. MassDEP has offered to provide a recommended number of installations and monitoring timeline for the Town's planned pilot project.

While this determination is a significant achievement toward the Town's objectives it has advanced our team to the next steps in attaining full approval from MassDEP, which entails completing an official application for provisional approval and developing a quality assurance project plan (QAPP) that will thoroughly describe all steps in monitoring, sampling, analysis, data management, etc. We expect to complete these next tasks over the next couple of months.

#### Collection and Storage Systems Design and Approval

Each individual UD installation will require a site-specific plan that shows the complete plumbing system including the toilet fixture, pipes connecting to a storage tank, high water overflow to septic system, venting, pump out ports, etc. The project team is working to review existing template UD system drawings with local plumbers, the State Plumbing Board and MassDEP to ensure that future pilot project site plans meet all local and state regulations. While we have received valuable input, final approvals have not yet been attained and the project team is actively working toward those approvals. With the MassDEP nutrient credit determination completed we plan to shift more focus to this effort and the previous task of toilet fixture approvals.

#### Assess Prospective Participants

Thanks to outreach help from local non-profit groups, we have a list of more than 150 potential participants. To conduct a preliminary assessment of these potential participants the project team has developed a list of survey questions that aim to assess project sites for UD system compatibility. In order to complete this survey, the project team needs final determinations from MassDEP and the State Plumbing Board regarding approvals of UD toilet fixtures, collection and storage systems, and monitoring requirements. Ongoing cost estimating work will inform the amount of financial subsidy the Town will offer. Once we have this necessary

information the project team will contact potential participants and request completion of the preliminary assessment survey, with the goal of identifying the most suitable sites for the future pilot project.

### Urine Collection and Disposal Plan

A key feasibility issue for this planned UD pilot project is how to manage the volume of urine that is collected in participating households. The current management scheme would entail having a licensed septage hauler and/or MASSTC staff pump out UD storage tanks and dispose of the contents at wastewater treatment plants. The project team has confirmed two licensed septage haulers who are willing to provide pumping and disposal services for this project and for UD participants on an ongoing basis. MASSTC is also willing to set-up a pumping rig which may be preferable to working with contracted haulers as it may be more efficient to complete volume measurement and sampling at the same time as removing the urine from each site. Additionally, the option to freeze-concentrate the urine could reduce the total volume by more than 6-times, which would make the option of transporting further distances (perhaps to Vermont where the urine could be recycled as fertilizer) more feasible. With this information we feel confident that managing the urine volume from this project will not be an issue, although the project team plans to continue conversations about additional collection and disposal options.

### Supplementary Funding and Geographic Expansion

MASSTC has applied for a grant from MassDEP to supplement funding for UD pilot installations and monitoring but has yet to hear a response. We are open to applying for additional grants and are keeping watch for opportunities. The US EPA funded Southeast New England Program (SNEP) recently announced new funding opportunities and is targeted as a next source to apply to. Potential participants from other towns on Cape have expressed interest and notably among Martha's Vineyard residents. Although no funding opportunities have been identified to support non-Falmouth residents at this time, the project team intends to continue working to identify means to support both Falmouth and non-Falmouth residents which would reduce the burden on Falmouth to fund all of the installations and monitoring needed to collect the necessary data.

### Report

The project team is actively developing a draft report to document all efforts and information gathered during the scope of this project and will finalize and submit at the completion of this IMA, which ends on November 29, 2024.



## OPEN SESSION

### BUSINESS

11. Discuss the establishment and promulgation of a late fee of \$50.00 for annual renewal of all On-Premises Restaurant, Club, and Inholder Licenses and Off-Premises Package Stores **(10 minutes)**



**ITEM NUMBER:** Business 11.

**ITEM TITLE:** Discuss the establishment and promulgation of a late fee of \$50.00 for annual renewal of all On-Premises Restaurant, Club, and Innholder Licenses and Off-Premises Package Stores

**MEETING DATE:** 9/23/2024

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

**SUBMITTED BY:** Mike Renshaw, Town Manager and Phyllis Downey, Administrative Assistant

**ATTACHMENTS:** Chapter 119 of the Code of the Town of Falmouth; Comparison of liquor license fees required by nearby Towns

---

**PURPOSE:**

This Board is asked to consider voting to establish a late fee of \$50.00 to mitigate the persistent late completion of annual On-Premises Restaurant, Club, and Innholder Licenses and Off-Premises Package Store License renewals. Late completion of filings takes additional resources to process which interferes with staff ability to respond promptly and efficiently at the busiest time of the calendar year.

**BACKGROUND/SUMMARY:**

- In 2022 56% of approximately 95 renewing licenses remained incomplete in the last week of the calendar year. Late completion by a smaller but significant percentage of license holders has continued despite yearly efforts to streamline the process, improve communications, and clarify deadlines and requirements.

- Reminders of due dates and requirements begin to be sent to license holders in September by both US Mail and email to be certain no licensee is missed. The Building and Health Departments also begin sending reminders to licensees in early September.
- Updates and reminders continue to be sent frequently to license holders - at least weekly through the renewal season until each license application is complete. Licensees with special needs are assisted through this process.
- In 2018 the Health Department instituted a \$200 late fee which immediately improved the chronically high level of late filings for new permits including the many Food Service Establishment Permits which are a requirement for renewal of all Common Victualler, Innholder, and On-Premises Liquor Licenses issued by the Select Board Office.
- For 2024 the Building Department is considering a \$50 late fee for Certificates of Inspection which are also a requirement for all On-Premises Liquor Licenses.
- Enforcement by the Falmouth Police Department in past years required officers to be dispatched to businesses that failed to complete license renewal. Officers added to their duties a visit to the premise for the removal of the old license and advise the business owner or manager that the business may not operate until a current license is issued and posted onsite.
- The Select Board Office works in tandem with the Building and Health Departments to assist licensees in completion of the renewal requirements. Delay in completion of the renewals has an impact on the ability of those offices to provide service to inexperienced applicants and applicants that need additional assistance due to situations beyond their control; the additional work involved on the part of office staff to contact businesses and remind them to submit their renewal paperwork has a significant negative impact on workflow of the office staff and has proven to be an ineffective use of staff resources.

**DEPARTMENT RECOMMENDATION:**

This matter is being presented for discussion purposes/first reading only at this time. If endorsed by the Select Board, the item will be scheduled for a public hearing before the Select Board at the October 7 meeting.

Although no formal vote is being requested of the Select Board at this time, staff recommend that the Select Board endorse the proposed late fee to encourage license holders to attend to deadlines to complete applications and requirements and avoid possible loss of business caused by failure to complete timely renewal applications.

**OPTIONS:**

This matter is being presented for discussion purposes only at this time. If endorsed by the Select Board, the item will be scheduled for a public hearing before the Select Board for approval at the October 7 meeting.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

**FINANCE DIRECTOR COMMENTS (IF APPLICABLE):**

N/A

**TOWN MANAGER COMMENTS:**

This matter is being presented for discussion purposes/first reading only at this time. If endorsed by the Select Board, the item will be scheduled for a public hearing before the Select Board at the October 7 meeting.

Although no formal vote is being requested of the Select Board at this time, staff recommend that the Select Board endorse the proposed late fee to encourage license holders to attend to deadlines to complete applications and requirements and avoid possible loss of business caused by failure to complete timely renewal applications.

*Michael Renshaw*

\_\_\_\_\_

**Town Manager**

9/17/2024

**Date**

1. The Town of Barnstable has a Late Filing Fee of \$100. The other towns did not note a late fee.					
2. Barnstable & Mashpee have fees greater than Falmouth; Sandwich is the same and Bourne is less.					
3. All Towns have higher filing fees except Sandwich which has no filing fees.					
4. Considering 70% of the Administrative Assistant's time spent on Licensing the annual cost is \$46,152.60					
5. In 2018 the new Health Department \$200 late fee significantly reduced the large number of chronic late annual filings.					
	<b>**n/a refers to "not available"; not all information was found</b>				
	<b><u>BOURNE</u></b>	<b><u>BARNSTABLE</u></b>	<b><u>MASHPEE</u></b>	<b><u>SANDWICH</u></b>	<b><u>FALMOUTH</u></b>
<b><u>LICENSE TYPE</u></b>					
License Application - Amendment Filing Fee	\$75 plus \$125 registration for amendments	\$100 filing fee; <b>Late Filing Fee \$100;</b> Bad Check Fee \$25	\$ 100 Filing fee/ Public Hearing Notice \$40	No filing fees	Liquor most are \$50; amendments requiring little review \$10
Annual All Alcohol Restaurant	\$ 1,600.00	\$ 3,050.00	\$ 1,900.00	\$ 1,750.00	\$ 1,750.00
Annual Wine & Malt Restaurant	\$ 1,100.00	\$ 1,950.00	\$ 1,300.00	\$ 1,200.00	\$ 1,200.00
Annual All Alcohol Innholder	\$ 1,650.00	\$ 3,550.00	\$ 1,900.00	\$ 1,750.00	\$ 1,750.00
Annual Wine & Malt Innholder	\$ 1,100.00	\$ 2,450.00	\$ 1,300.00	\$ 1,200.00	\$ 1,200.00
Annual All Alcohol Club	\$ 1,500.00	\$ 2,225.00	\$ 1,900.00	\$ 1,750.00	\$ 1,750.00
Annual Wine & Malt Club	\$ 900.00	\$ 1,725.00	\$ 1,300.00	\$ 1,200.00	\$ 1,200.00
Veterans	\$ 1,000.00	n/a	n/a	\$ 600.00	\$ 675.00
Annual All Alcohol Package Store	\$ 1,750.00	\$ 3,025.00	\$ 2,000.00	\$ 1,750.00	\$ 1,850.00
Annual Wine & Malt Package Store	\$ 1,100.00	\$ 1,950.00	\$ 2,000.00	\$ 1,200.00	\$ 1,150.00
Seasonal All Alcohol Package store	\$ 1,250.00	n/a	\$ 1,200.00	n/a	n/a
Seasonal Wine & Malt Package stor	\$ 1,000.00	n/a	\$ 1,200.00	\$ 1,100.00	\$1,650 to Nov. 30th /\$1700 to January
Seasonal All Alcohol Club	\$ 900.00	n/a	\$ 1,700.00	n/a	\$1,650 to Nov. 30th /\$1700 to January
Seasonal Wine & Malt Club	\$ 900.00	n/a	\$ 1,200.00	n/a	n/a
Seasonal All Alcohol Innholder	\$ 1,400.00	n/a	\$ 1,700.00	n/a	\$1,650 to Nov. 30th /\$1700 to January
Seasonal Wine & Malt Innholder	\$ 1,100.00	n/a	\$ 1,200.00	n/a	n/a
Farmer Brewery-Farmer Distillery	n/a	\$ 3,050.00	\$ 1,300.00	\$ 1,750.00	If more than 49 seats the fee is \$400. If 50 seats or more the fee is \$800
Farmer Winery	n/a	n/a	\$ 1,300.00	n/a	If more than 49 seats the fee is \$400. If 50 seats or more the fee is \$800
One-Day All Alcohol	n/a	\$ 90.00	Non-profit \$25; Profit \$50	\$ 50.00	\$ 25.00
One-Day Wine & Malt Beverages	n/a	\$40 both; \$35 Beer or Wine only	\$ 40.00	\$ 40.00	\$ 25.00

## Chapter 119. Fees

### Article I. Board of Selectmen

[Adopted STM 10-8-1986, Art. 37]

#### § 119-1. Promulgation by Board of Selectmen.

[Amended ASTM 4-7-1992, Art. 60]

The Board of Selectmen, unless otherwise provided by statute, shall annually establish and promulgate fees to be charged by Town departments and agencies for permits, licenses and other services rendered by said departments and agencies, except for fees charged by the School Department, Planning Board, library, Town Clerk, Town Treasurer and Tax Collector.<sup>[1]</sup>

[1] *Editor's Note: All fees are on file in the Town Clerk's office.*

#### § 119-2. Publishing of fees; public hearing; amendments.

[Amended STM 10-14-1987, Art. 42; AFTM 11-17-1992, Art. 16]

Each year during the month of September, the Board of Selectmen shall publish in a newspaper published in the Town of Falmouth a schedule of proposed fees to be effective as of the beginning the next calendar year. The Board of Selectmen shall also conduct a public hearing on the proposed fee schedule within ten (10) days following the date of publication of the proposed fee schedule. Thereafter, the Board of Selectmen may vote to adopt the proposed fee schedule with such amendments as it deems advisable. The fee schedule as adopted shall remain in force and effect until amended by the Board of Selectmen.

#### § 119-3. Relationship of fees to costs of service rendered.

All fees shall be reasonably related to the cost of the service rendered.



**TOWN OF FALMOUTH  
SELECT BOARD  
PUBLIC HEARING NOTICE**

As provided under Chapter 119, of the Code of Falmouth, a Public Hearing will be held in the Select Board Meeting Room, Town Hall on Monday, October 7, 2024, at 6:45 p.m. to establish and promulgate a fee, which will become effective as of November 1, 2024, for a Late Fee of \$50.00 for annual renewal of all On-Premises Restaurant, Club, and Innholder Licenses and Off-Premises Package Stores in the Town of Falmouth.

Nancy Robbins Taylor, Chairman  
Select Board

*If appropriate, this fee request will be added to the October 7<sup>th</sup> Fee Hearing advertisement*

**OPEN SESSION**

**BUSINESS**

12. Consider the adoption of the FY26 Operating Budget Policy (**10 minutes**)



## AGENDA ITEM SUMMARY SHEET

**ITEM NUMBER:** Business 12.

**ITEM TITLE:** Consider the adoption of the FY26 Operating Budget Policy

**MEETING DATE:** 9/23/2024

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

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

**ATTACHMENTS:** Proposed FY26 Operating Budget Policy

---

### **PURPOSE:**

In accordance with the Town Charter, the Select Board is required to issue a policy statement relating to the budget for the next fiscal year. The Town Manager, in consultation with the Assistant Town Manager and Finance Director, is submitting the FY26 Operating Budget Policy for consideration and adoption by the Select Board.

### **BACKGROUND/SUMMARY:**

- In accordance with Chapter C Falmouth Home Rule Charter and section C8-3 Submission of budget and budget message, on or before the first day of October of each year, the Town Manager is required to request and receive from all financial officers the estimated revenues for the next fiscal year.
- Section C8-3 also requires that on or before the first day of November of each year, the Select Board shall issue a policy statement relating to the budget for the next fiscal year, and that this statement shall establish the outer limits of possible budget growth for the Town.

- As a result of consultations with the Finance Director and Assistant Town Manager, the Town Manager has prepared the attached FY26 Operating Budget Policy document for Select Board consideration.
- The operating budget policy attached for the Select Board’s review and consideration recognizes and reinforces the existing financial policies of the Town and further clarifies strategies for meeting the goals contained within those policies.
- This policy also recognizes the importance of future strategic planning workshops in identifying and prioritizing new initiatives and projects within projected revenue constraints.

**DEPARTMENT RECOMMENDATION:**

The Town Manager recommends that the Select Board adopt the FY26 Operating Budget Policy as presented.

**OPTIONS:**

- Motion to adopt the FY26 Operating Budget Policy document as presented.
- Motion to adopt an FY26 Operating Budget Policy document with specified changes.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

**FINANCE DIRECTOR COMMENTS (IF APPLICABLE):**

The Department of Revenue has certified the Town’s free cash at \$22,953,738 as of June 30, 2024. This will allow Town leadership to comfortably recommend additional allocations to the Capital Stabilization Fund and the OPEB Trust Fund, as well as provide funding for some of the FY2026 capital projects.

**TOWN MANAGER COMMENTS:**

The Town Manager recommends that the Select Board adopt the FY26 Operating Budget Policy as presented.

*Michael Renshaw*

---

Town Manager

9/19/2024

Date



**TOWN OF FALMOUTH  
SELECT BOARD  
Fiscal Year 2026  
Operating Budget Policy  
September 23, 2024**

**INTRODUCTION**

The Town of Falmouth Select Board hereby establishes the following Fiscal Year 2026 (FY2026) budget policy to maintain financial stability and meet the needs of our community.

This policy recognizes and reinforces the existing financial policies of the Town and clarifies strategies for meeting the goals contained therein. The FY2026 Budget Policy is intended to establish guidelines to ensure the strong fiscal health of the Town of Falmouth as we continue to follow the sound management practices that have enabled us to meet the Town's financial goals and promote quality of life for Falmouth residents.

The FY2026 budget shall be based on conservative and achievable estimates of available revenues. The FY2025 budget made significant strides toward hiring needed staff and establishing more competitive wages. The budget established a slightly increased baseline for municipal services offered within a sustainable operating budget. Recommended expenses shall continue to be analyzed within a framework of local revenues. Early action shall be taken to address projected shortfalls to ensure that the Town is providing service levels that can be sustained with our anticipated revenue stream over the next few years.

The Town of Falmouth will seek to establish a level service budget which limits increases in order to maintain operations within the proposition 2½ levy limit. The Town will not rely on the use of non-recurring revenues such as free cash, stabilization or other one-time revenues to support the operating budget. The Town's management staff will continue to monitor the stream of recurring revenues with the ongoing goal of identifying additional local revenues to support and enhance service levels in our community when appropriate.

In establishing a budget ceiling for the coming fiscal year, the Select Board adopts a maximum tax revenue growth of 2.5% above the FY2025 levy and an estimated new growth component of

\$900,000. A more comprehensive estimate of total revenue growth will be made available in October.

The operating budget is supported by four major revenue sources: tax levy, state aid, local receipts and other available funds. Among those, the tax levy is the only source of revenue that predictably increases each year. Revenue growth shall be allocated to operating budgets primarily for fixed costs and approved wage rate increases.

In accordance with the Select Board Fiscal Policy, the Town Manager shall allocate the greater of 1/6<sup>th</sup> of estimated rooms excise tax, or \$850,000, to affordable housing. In recognition of the large future Capital needs of the Town, the budget will again look to allocate a large amount to the Capital Stabilization fund from free cash in the amount of \$3,500,000 to pre-fund anticipated projects. The Town will fund appropriations to the Other Post Employment Benefits (OPEB) Trust fund in the amount of \$500,000 from recurring revenues. Town staff has worked hard to add approved new staff and fill vacant positions. This will likely cause upward pressure on the OPEB liability, which is reviewed closely by the rating agencies. To mitigate that upward pressure, the current plan is to put an additional \$500,000 into the OPEB Trust using free cash. This combined with the annual operating contribution of \$500,000 will increase the assets invested in the Trust by \$1,000,000.

Some individual line items may require an increase to address uncontrollable costs or strategic priorities, and other individual line items may need to be reduced in order to stay within the overall budget increase.

To assist the Town Manager and our Department Managers as they develop an operational budget for the Select Board's review, the following policies will apply:

## **REVENUE POLICY**

### **Local Estimated Receipts**

The Town will continue to maintain the goal of conservatively budgeting local estimated receipts to responsibly avoid any future revenue deficits and to help meet the Town's goals for financial stability. We will continue to monitor local receipts and anticipate a modest increase for FY2026 may be warranted.

### **State Revenues**

The State recently adopted the FY2025 budget which reversed some of the increase received by the Falmouth School Department in FY2023. At this early stage, the FY2026 budget will assume level funding for all State aid categories.

## **Property Taxes**

The Town will present an operating budget that is consistent with the revenues available within the levy limit established under Proposition 2 ½ to support FY2026 operations. There is no consideration of a general override for FY2026. A debt exclusion for one or more capital projects may be proposed at the April 2025 Annual Town Meeting.

## **APPROPRIATION POLICY**

To protect the Town's conservative budget strategy, appropriations shall be limited to existing programs and fixed cost increases. Town Departments shall endeavor to limit any significant increase in requested budgets unless there is a fixed cost increase required to support a current service that the Town offers. Department Heads will submit budgets that include only approved wage rate increases and expense increases that are required to continue level services. Any additional wages, positions or expenses will require justification and the approval of the Town Manager.

Among the challenges to be addressed in balancing the FY2026 budget are:

1. The FY 2025 budget included all the expense for the new hires in the fire department except for \$260,000. The budget must raise this money in the FY 2026 budget;
2. The budget will also include moving some wages from the previously unused / underused funding sources slowly into the operating budget;
3. Other budget implications include new School and Town labor agreements.

## **Strategic Priorities**

To further guide the Town Manager in the development of the FY2026 Budget, the Select Board will hold periodic strategic planning workshops to identify specific policy priorities for the FY2026 budget. The most recent of these planning workshops was held on August 24, 2024.

## **Reserves**

This section addresses three separate reserves: General Stabilization Fund, Capital Stabilization Fund and the OPEB Trust Fund. The General Stabilization Fund balance is \$8,067,148, which exceeds the overall policy goal of 5% of the previous year's operating budget not including exempt debt. The balance in the OPEB Trust Fund is \$5,655,403. The liability is \$128,630,818.

The recent addition to the Capital Stabilization Fund was \$5,500,000. In previous years, the Town allocated the same fixed amount of \$1,032,079 to the Capital Stabilization Fund. This previous amount was initially established based on 75% of the meals tax and an amount from the tax levy.

The current balance in the Capital Stabilization Fund is \$10,889,566. In FY2026 the Town anticipates allocating an additional significant amount of \$3,500,000 to reserve against future capital needs. After assessing basic service needs, the Town will continue to review revenue growth along with long- range capital needs and will make recommendations as necessary to responsibly increase reserves.

## **OPEN SESSION**

### **CONSENT AGENDA**

#### **1. Licenses**

- a. Consider approval of an application for a Special One-Day Wine & Malt Beverages License – West Falmouth Library – Wine Tasting – October 9, 2024, from 6:00 pm to 8:00 pm



## AGENDA ITEM SUMMARY SHEET

**ITEM NUMBER:** Consent Agenda – Licenses 1.a.

**ITEM TITLE:** Consider approval of an application for a Special One-Day Wine and Malt Liquor License- West Falmouth Library- Wine Tasting- October 9, 2024, from 6:00-8:00 PM

**MEETING DATE:** 9/23/2024

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

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

**ATTACHMENTS:** License Application Review Form, Emails from Reviewers, Special One-Day Liquor License for the Sale of Alcoholic Beverages applications dated August 29, 2024; Letter from applicant dated August 29, 2024; TIPS Certification Cards

---

### PURPOSE:

The Select Board will consider the approval of an application for a Special One-Day Wine and Malt Liquor License- West Falmouth Library- Wine Tasting- October 9, 2024, from 6:00-8:00 PM.

### BACKGROUND/SUMMARY:

- Applicant Suzy Bergmann submitted the Special One-Day License applications for the Sale of Alcoholic Beverages on August 29, 2024.
  
- The events, titled Wine Tasting, will be held on October 9, 2024, from 6:00 PM to 8:00 PM and approximately 45 people are expected to attend the event.

- The Police, Fire Rescue Department, and Health Department have reviewed the application and have no objections or concerns with the event.
- The applicant states that the event will take place in the community room of the library, the food will be catered, and TIPS-certified bartenders will be hired.

**DEPARTMENT RECOMMENDATION:**

The Town Manager recommends that the Select Board approve the application for a Special One-Day Wine and Malt Liquor License- West Falmouth Library- Wine Tasting- October 9, 2024, from 6:00-8:00 PM, as presented.

**OPTIONS:**

- Motion to approve the application for a Special One-Day Wine and Malt Liquor License- West Falmouth Library- Wine Tasting- October 9, 2024, from 6:00-8:00 PM as presented.
- Motion to deny approval of the application for a Special One-Day Wine and Malt Liquor License- West Falmouth Library- Wine Tasting- October 9, 2024, from 6:00-8:00 PM.
- Select Board defined alternative.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

**FINANCE DIRECTOR COMMENTS (IF APPLICABLE):**

N/A

**TOWN MANAGER COMMENTS:**

The Town Manager recommends that the Select Board approve the application for a Special One-Day Wine and Malt Liquor License- West Falmouth Library- Wine Tasting- October 9, 2024, from 6:00-8:00 PM, as presented.

*Michael Renshaw*

---

Town Manager

9/18/2024

Date

**LICENSE APPLICATION REVIEW**

Restaurant/Business: West Falmouth Library

Address: 575 West Falmouth Highway

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

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

or

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

Police No concerns

Fire No issues

Building \_\_\_\_\_

Health No issues

Zoning \_\_\_\_\_

Planning \_\_\_\_\_

DPW \_\_\_\_\_

Assessor \_\_\_\_\_

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

Wastewater \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NOTES:

The applicant states all food will be catered.

- A Wine Tasting on 10/09/2024, from 6:00 pm to 8:00 pm for approximately 45 guests



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: **Suzy Bergmann**

ADDRESS OF APPLICANT: **41 Cachalot Lane**

**Falmouth** **MA** **02540**  
TOWN STATE ZIP CODE

NAME OF ORGANIZATION: **West Falmouth Library**

MAILING ADDRESS: **PO Box 1209, West Falmouth, MA 02574**

TELEPHONE #: **508 548-4709** EMAIL: **suzybergmannwfl@gmail.com**

LOCATION TO BE LICENSED-ADDRESS: **575 West Falmouth Highway**

**Falmouth** **MA** **02540**  
TOWN STATE ZIP CODE

EVENT TITLE: **Wine Tasting** APPROXIMATE # OF PEOPLE: **45**

DATE(S) OF EVENT: **Oct. 9, 2024** HOURS OF EVENT: **6:00 pm - 8:00 pm**

AUTHORIZED MANAGER OF ESTABLISHMENT EVENT: **Suzy Bergmann**

TYPE OF LICENSE:

- 1. WINE & MALT  FOR PROFIT
- 2. ALL ALCOHOLIC  NON-PROFIT ORGANIZATIONS ONLY NON-PROFIT

REQUIREMENTS check list:

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

**8/29/2024**  
DATE

*Suzy Bergmann*  
APPLICANT SIGNATURE

FEE: \$25.00 PER DAY

\$10.00 FILING FEE



AN INDEPENDENT NON-PROFIT COMMUNITY LIBRARY

August 29, 2024

The West Falmouth Library is applying for a Special One-Day Liquor License for the sale of alcoholic beverages on October 9, 2024. The purpose of the license is for a wine tasting for approximately 45 guests. The event will take place from 6:00 pm until 8:00 pm. This will take place in the community room of the library. The food will be catered and TIPS certified bartenders will be hired.

Sincerely yours,  
Suzy Bergmann  
Director of Community Programs, Events and Outreach

**This is your official TIPS certification card. Carry it with you as proof of your TIPS certification.**

**Congratulations!**

This card certifies that you have successfully completed the TIPS (Training for Intervention ProcedureS) program. We value your participation and dedication to the responsible sale, service, and consumption of alcohol.

By using the techniques you have learned, you will help to provide a safer environment for your patrons, peers, and colleagues and reduce the tragedies resulting from intoxication, underage drinking, and drunk driving.

If you have any information you think would enhance the TIPS program, or if we can assist you in any way, please contact us at 800-438-8477.



A 360 TRAINING COMPANY

ID#: 5822887 Name: Wendy Wilkerson  
Exam Date: 9/18/2022 Expiration Date: 9/18/2025



eTIPS On Premise 3.1

Issued: 9/18/2022  
ID#: 5822887

Expires: 9/18/2025

**CERTIFIED**

Wendy Wilkerson  
West Falmouth Library  
PO Box 1209 575 West Falmouth Highway  
West Falmouth, MA 02574-1209

For service visit us online at [www.gettips.com](http://www.gettips.com)



A 360TRAINING COMPANY

### CERTIFICATE OF COMPLETION

This certifies that

**Tammy Gilbert**

is awarded this certificate for

**TIPS On-Premise Alcohol Server Training**

Hours  
3.00

Completion Date  
11/15/2023

Expiration Date  
11/14/2026

Certificate #  
ON-00030205707

Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

6504 Bridge Point Parkway, Suite 100 | Austin, TX 78730 | www.360training.com

(CUT HERE)

(CUT HERE)

**TIPS** On-Premise **CERTIFIED**

Issued: 11/15/2023      Expires: 11/14/2026

Certificate #: ON-00030205707

Tammy Gilbert  
26 Hawks Way,  
Falmouth MA 02540

**TIPS** | **360 TRAINING**  
A 360TRAINING COMPANY

Phone: 800-438-8477  
www.gettips.com

This card was issued for successful completion of the TIPS program.

Signature \_\_\_\_\_



A 360TRAINING COMPANY

### CERTIFICATE OF COMPLETION

This certifies that

**claudia clifford**

is awarded this certificate for

**TIPS On-Premise Alcohol Server Training**

Hours  
3.00

Completion Date  
02/08/2023

Expiration Date  
02/07/2026

Certificate #  
ON-000027673815

Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

5000 Plaza on the Lake, Suite 305 | Austin, TX 78746 | 877.881.2235 | www.360training.com

(CUT HERE)

(CUT HERE)

**TIPS** On-Premise  
 Issued: 02/08/2023  
 Certificate #: ON-000027673815

**CERTIFIED**  
 Expires: 02/07/2026

claudia clifford  
 25 Pease Pipe Road  
 Fairport, NY 14724

**TIPS** **360 TRAINING**  
 A 360TRAINING COMPANY

Phone: 800-438-8477  
 www.gettips.com

This card was issued for successful completion of the TIPS program.

Signature \_\_\_\_\_



AN INDEPENDENT NON-PROFIT COMMUNITY LIBRARY

August 29, 2024

The West Falmouth Library is applying for a Special One-Day Liquor License for the sale of alcoholic beverages on October 19, 2024. The purpose of the license is for our Fall Festival for approximately 100 guests. The event will take place from 3:00 pm until 5:00 pm. on the patio and in the garden behind the library. The food will be catered and TIPS certified bartenders will be hired.

Sincerely yours,  
Suzy Bergmann  
Director of Community Programs, Events and Outreach

## **OPEN SESSION**

### **CONSENT AGENDA**

#### **1. Licenses**

- b. Consider approval of an application for a Special One-Day Wine & Malt Beverages License – West Falmouth Library – Community Tree Lighting – December 6, 2024, from 6:00 pm to 7:30 pm



## AGENDA ITEM SUMMARY SHEET

**ITEM NUMBER:** Consent Agenda – Licenses 1.b.

**ITEM TITLE:** Consider approval of an application for a Special One-Day Wine and Malt Liquor License- West Falmouth Library- Community Tree Lighting- December 6, 2024, from 6:00 PM to 7:30 PM

**MEETING DATE:** 9/23/2024

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

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

**ATTACHMENTS:** License Application Review Form, Emails from Reviewers, Special One-Day Liquor License for the Sale of Alcoholic Beverages applications dated August 29, 2024; Letter from applicant dated August 29, 2024; TIPS Certification Cards

---

### PURPOSE:

The Select Board will consider the approval of an application for a Special One-Day Wine and Malt Liquor License- West Falmouth Library- Community Tree Lighting- December 6, 2024, from 6:00 PM to 7:30 PM.

### BACKGROUND/SUMMARY:

- Applicant Suzy Bergmann submitted the Special One-Day License applications for the Sale of Alcoholic Beverages on August 29, 2024.
- The events, titled Community Tree Lighting, will be held on October 9, 2024, from 6:00 PM to 7:30 PM and approximately 150 people are expected to attend the event.

- The Police, Fire Rescue Department, and Health Department have reviewed the application and have no objections or concerns with the event.
- The applicant states that the event will take place on the patio for the tree lighting and in the community room of the library for refreshments; the food will be catered, and TIPS-certified bartenders will be hired.
- Donations are accepted for this event.

**DEPARTMENT RECOMMENDATION:**

The Town Manager recommends that the Select Board approve the application for a Special One-Day Wine and Malt Liquor License- West Falmouth Library- Community Tree Lighting- December 6, 2024, from 6:00 PM to 7:30 PM as presented.

**OPTIONS:**

- Motion to approve the application for a Special One-Day Wine and Malt Liquor License- West Falmouth Library- Community Tree Lighting- December 6, 2024, from 6:00 PM to 7:30 PM as presented.
- Motion to deny approval of the application for a Special One-Day Wine and Malt Liquor License- West Falmouth Library- Community Tree Lighting- December 6, 2024, from 6:00 PM to 7:30 PM.
- Select Board defined alternative.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

**FINANCE DIRECTOR COMMENTS (IF APPLICABLE):**

N/A

**TOWN MANAGER COMMENTS:**

The Town Manager recommends that the Select Board approve the application for a Special One-Day Wine and Malt Liquor License- West Falmouth Library- Community Tree Lighting- December 6, 2024, from 6:00 PM to 7:30 PM as presented.

*Michael Renshaw*

---

**Town Manager**

9/18/2024

**Date**

**LICENSE APPLICATION REVIEW**

Restaurant/Business: West Falmouth Library

Address: 575 West Falmouth Highway

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

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

or

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

Police No concerns

Fire No issues

Building \_\_\_\_\_

Health No issues

Zoning \_\_\_\_\_

Planning \_\_\_\_\_

DPW \_\_\_\_\_

Assessor \_\_\_\_\_

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

Wastewater \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NOTES:

The applicant states all food will be catered.

- Community Tree Lighting – Friday, 12/6/24, from 6:00 p.m. to 7:30 p.m., for approximately 150 guests.



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:

Suzy Bergmann

ADDRESS OF APPLICANT:

41 Cachalot Lane

Falmouth

TOWN

MA

STATE

02540

ZIP CODE

NAME OF ORGANIZATION:

West Falmouth Library

MAILING ADDRESS:

PO Box 1209, West Falmouth, MA 02574

TELEPHONE #:

508 548-4709

EMAIL:

suzybergmannwfl@gmail.com

LOCATION TO BE LICENSED-ADDRESS:

575 West Falmouth Highway

Falmouth

TOWN

MA

STATE

02540

ZIP CODE

EVENT TITLE:

Community Tree Lighting

APPROXIMATE # OF PEOPLE:

150

DATE(S) OF EVENT:

Dec. 6, 2024

HOURS OF EVENT:

6:00 pm - 7:30 pm

AUTHORIZED MANAGER OF ESTABLISHMENT EVENT:

Suzy Bergmann

TYPE OF LICENSE:

1. WINE & MALT

FOR PROFIT

2. ALL ALCOHOLIC

NON-PROFIT ORGANIZATIONS ONLY

NON-PROFIT

REQUIREMENTS check list:

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

8/29/2024

DATE

Suzy Bergmann

APPLICANT SIGNATURE

FEE: \$25.00 PER DAY

\$10.00 FILING FEE



A 360TRAINING COMPANY

### CERTIFICATE OF COMPLETION

This certifies that

**James McIlvain Jr**

is awarded this certificate for

**TIPS On-Premise Alcohol Server Training**

Hours  
3.00

Completion Date  
02/26/2023

Expiration Date  
02/24/2026

Certificate #  
ON-000027768607

Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

5000 Plaza on the Lake, Suite 305 | Austin, TX 78746 | 877.881.2235 | www.360training.com

(CUT HERE)

(CUT HERE)

**TIPS** On-Premise  
 Issued: 02/26/2023  
 Certificate #: ON-000027768607

**CERTIFIED**  
 Expires: 02/24/2026

James McIlvain Jr  
 18 Caswell Dr  
 Falmerch MA 02840

**TIPS** | **360** TRAINING  
 A 360TRAINING COMPANY

Phone: 800-438-8477  
 www.gettips.com

This card was issued for successful completion of the TIPS program.

Signature \_\_\_\_\_



# CERTIFICATE OF COMPLETION

This certifies that

Charles Joseph Roussel

is awarded this certificate for

**TIPS On-Premise Alcohol Server Training**

Hours  
3.00

Completion Date  
02/25/2023

Expiration Date  
02/24/2026

Certificate #  
ON-000028209534

Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

5000 Plaza on the Lake, Suite 305 | Austin, TX 78746 | 877.881.2235 | www.360training.com

(CUT HERE)

(CUT HERE)



Issued: 02/25/2023  
Certificate #: ON-000028209534

Charles Joseph Roussel  
15 Cleaves Drive  
Fairbourn, MN 55109

CERTIFIED

Expires: 02/24/2026

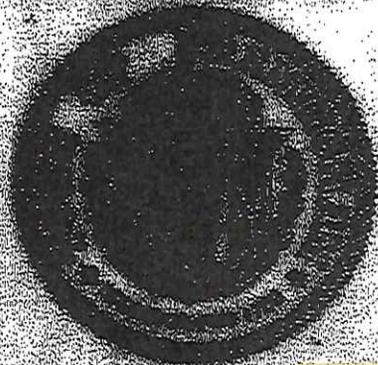
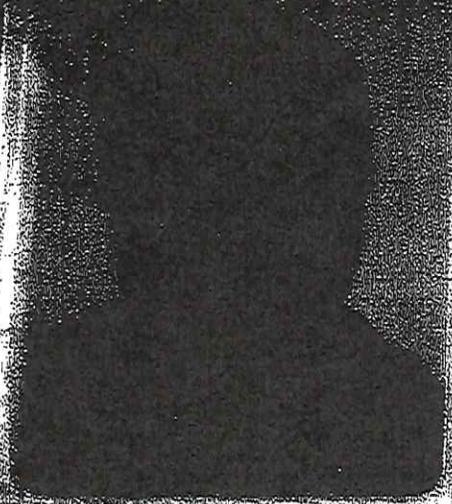


Phone: 800-438-8477  
www.gettips.com

This card was issued for successful completion of the TIPS program.

Signature \_\_\_\_\_

TOWN OF BIRMINGHAM  
ALCOHOL SERVER I.D.



NAME STEPHEN BODELL

DOB:

SIGNATURE

**Phyllis Downey**

---

**Subject:** FW: Applications x3 - Special One-Day Wine & Malt Beverages License

**From:** Morgan Cardoso <morgan.cardoso@falmouthma.gov>  
**Sent:** Tuesday, September 10, 2024 1:18 PM  
**To:** Phyllis Downey <phyllis.downey@falmouthma.gov>  
**Subject:** RE: Applications x3 - Special One-Day Wine & Malt Beverages License

No issues from health.



**Morgan Cardoso**  
*Health Inspector*  
(508) 495-7486 | [morgan.cardoso@falmouthma.gov](mailto: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  
**Sent:** Friday, August 30, 2024 3:27 PM  
**To:** Brian Reid <[brian.reid@falmouthpolicema.gov](mailto:brian.reid@falmouthpolicema.gov)>; Ryan Hergt <[ryan.hergt@falmouthpolicema.gov](mailto:ryan.hergt@falmouthpolicema.gov)>; Sean Doyle <[sean.doyle@falmouthpolicema.gov](mailto:sean.doyle@falmouthpolicema.gov)>; Jeff Lourie <[Jeff.Lourie@falmouthpolicema.gov](mailto:Jeff.Lourie@falmouthpolicema.gov)>; Craig O'Malley <[craig.omalley@falmouthfirema.gov](mailto:craig.omalley@falmouthfirema.gov)>; Falmouth Health Department <[health@falmouthma.gov](mailto:health@falmouthma.gov)>; Boyd Demello <[boyd.demello@falmouthfirema.gov](mailto:boyd.demello@falmouthfirema.gov)>  
**Subject:** Applications x3 - Special One-Day Wine & Malt Beverages License

Good afternoon,

Attached please find three applications by the West Falmouth Library for Special One-Day Wine & Malt Beverages Licenses:

- A Wine Tasting on October 9, 2024, from 6:00 pm to 8:00 pm for approximately 45 guests to be held in the community room of the library – food to be catered – admission by ticket sales
- Fall Festival October 19, 2024 from 3:00 pm to 5:00 pm for approximately 100 guests to be held on the patio and in the garden behind the library – admission by ticket sales
- Community Tree lighting December 6, 2024, for approximately 150 guests from 6:00 pm to 7:30 pm on the patio and in the community room for refreshments – donations will be accepted

The floor plans approved by the Building Commissioner for the annual entertainment license are attached. Please feel free to contact me if you have any questions. May we please request your recommendations by September 20<sup>th</sup>?

Thank you,  
Phyllis

## Phyllis Downey

---

**Subject:** FW: [EXTERNAL] - Re: Applications x3 - Special One-Day Wine & Malt Beverages License

---

**From:** Brian Reid <brian.reid@falmouthpolicema.gov>

**Sent:** Tuesday, September 10, 2024 12:17 PM

**To:** Phyllis Downey <phyllis.downey@falmouthma.gov>; Sean Doyle <sean.doyle@falmouthpolicema.gov>; Ryan Hergt <ryan.hergt@falmouthpolicema.gov>; Jeff Lourie <Jeff.Lourie@falmouthpolicema.gov>; Boyd Demello <boyd.demello@falmouthfirema.gov>; Craig O'Malley <craig.omalley@falmouthfirema.gov>; Falmouth Health Department <health@falmouthma.gov>

**Subject:** [EXTERNAL] - Re: Applications x3 - Special One-Day Wine & Malt Beverages License

**Caution:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

No concerns on these applications.

Respectfully,

Captain Brian L. Reid  
Falmouth Police Department

---

**From:** Falmouth Licensing

**Sent:** Friday, August 30, 2024 3:27 PM

**To:** Brian Reid <brian.reid@falmouthpolicema.gov>; Ryan Hergt <ryan.hergt@falmouthpolicema.gov>; Sean Doyle <sean.doyle@falmouthpolicema.gov>; Jeff Lourie <Jeff.Lourie@falmouthpolicema.gov>; Craig O'Malley <craig.omalley@falmouthfirema.gov>; Falmouth Health Department <health@falmouthma.gov>; Boyd Demello <boyd.demello@falmouthfirema.gov>

**Subject:** Applications x3 - Special One-Day Wine & Malt Beverages License

Good afternoon,

Attached please find three applications by the West Falmouth Library for Special One-Day Wine & Malt Beverages Licenses:

- A Wine Tasting on October 9, 2024, from 6:00 pm to 8:00 pm for approximately 45 guests to be held in the community room of the library – food to be catered – admission by ticket sales
- Fall Festival October 19, 2024 from 3:00 pm to 5:00 pm for approximately 100 guests to be held on the patio and in the garden behind the library – admission by ticket sales
- Community Tree lighting December 6, 2024, for approximately 150 guests from 6:00 pm to 7:30 pm on the patio and in the community room for refreshments – donations will be accepted

The floor plans approved by the Building Commissioner for the annual entertainment license are attached. Please feel free to contact me if you have any questions. May we please request your recommendations by September 20<sup>th</sup>?

Thank you,  
Phyllis

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

## Phyllis Downey

---

**Subject:** FW: [EXTERNAL] - RE: Reminder - FW: Applications x3 - Special One-Day Wine & Malt Beverages License

**From:** Craig O'Malley <craig.omalley@falmouthfirema.gov>  
**Sent:** Thursday, September 12, 2024 8:48 AM  
**To:** Phyllis Downey <phyllis.downey@falmouthma.gov>  
**Cc:** Boyd Demello <boyd.demello@falmouthfirema.gov>  
**Subject:** [EXTERNAL] - RE: Reminder - FW: Applications x3 - Special One-Day Wine & Malt Beverages License

Phyllis,

The Fire Department has no issues.

Thanks,  
Craig

Lt. Craig O'Malley  
Fire Prevention Officer, IAAI-FIT  
Falmouth Fire Rescue  
508-495-2533 office  
774-836-2434 cell  
[craig.omalley@falmouthfirema.gov](mailto:craig.omalley@falmouthfirema.gov)

---

**From:** Falmouth Licensing  
**Sent:** Friday, August 30, 2024 3:27 PM  
**To:** Brian Reid <[brian.reid@falmouthpolicema.gov](mailto:brian.reid@falmouthpolicema.gov)>; Ryan Hergt <[ryan.hergt@falmouthpolicema.gov](mailto:ryan.hergt@falmouthpolicema.gov)>; Sean Doyle <[sean.doyle@falmouthpolicema.gov](mailto:sean.doyle@falmouthpolicema.gov)>; Jeff Lourie <[Jeff.Lourie@falmouthpolicema.gov](mailto:Jeff.Lourie@falmouthpolicema.gov)>; Craig O'Malley <[craig.omalley@falmouthfirema.gov](mailto:craig.omalley@falmouthfirema.gov)>; Falmouth Health Department <[health@falmouthma.gov](mailto:health@falmouthma.gov)>; Boyd Demello <[boyd.demello@falmouthfirema.gov](mailto:boyd.demello@falmouthfirema.gov)>  
**Subject:** Applications x3 - Special One-Day Wine & Malt Beverages License

Good afternoon,

Attached please find three applications by the West Falmouth Library for Special One-Day Wine & Malt Beverages Licenses:

- A Wine Tasting on October 9, 2024, from 6:00 pm to 8:00 pm for approximately 45 guests to be held in the community room of the library – food to be catered – admission by ticket sales
- Fall Festival October 19, 2024 from 3:00 pm to 5:00 pm for approximately 100 guests to be held on the patio and in the garden behind the library – admission by ticket sales
- Community Tree lighting December 6, 2024, for approximately 150 guests from 6:00 pm to 7:30 pm on the patio and in the community room for refreshments – donations will be accepted

The floor plans approved by the Building Commissioner for the annual entertainment license are attached. Please feel free to contact me if you have any questions. May we please request your recommendations by September 20<sup>th</sup>?

Thank you,  
Phyllis

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

## OPEN SESSION

## CONSENT AGENDA

### 1. Licenses

- c. Consider approval of an application for a Special One-Day Wine & Malt Beverages License –Falmouth Theatre Guild for performances of A Day in the Life on Friday, September 27, 2024 from 6:30 pm to 10:00 pm and Saturday, September 28, 2024 from 1:00 pm to 4:00 pm and from 6:30 pm to 10:00 pm.



## AGENDA ITEM SUMMARY SHEET

**ITEM NUMBER:** Consent Agenda – Administrative Orders 1.c.

**ITEM TITLE:** Application for a Special One-Day Wine and Malt Beverages License- Falmouth Theater Guild for performances of A Day in the Life on Friday, September 27, 2024, from 6:30 to 10:00 PM and Saturday, September 28, 2024 from 1:00 to 4:00 PM and from 6:30 to 10:00 PM

**MEETING DATE:** 9/23/2024

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

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

**ATTACHMENTS:** License Application Review Form, Emails from Reviewers, Special One-Day Liquor License for the Sale of Alcoholic Beverages dated September 1, 2024; Letter from Applicant; TIPS Certification Cards; Site Plan; Mass DOR Certificate of Exemption

---

### PURPOSE:

The Select Board will consider the approval of an application for a Special One-Day Wine and Malt Beverages License- Falmouth Theater Guild for performances of A Day in the Life on Friday, September 27, 2024, from 6:30 to 10:00 PM and Saturday, September 28, 2024, from 1:00 to 4:00 PM and from 6:30 to 10:00 PM.

### BACKGROUND/SUMMARY:

- Applicant Tomas McCahill, Director-at-Large, submitted the Special One-Day License for the Sale of All Alcoholic Beverages on September 1, 2024.

- The event, titled “A Day in the Life: A Beatle’s Experience” will take place on Friday, September 27, 2024, from 6:30 to 10:00 PM and Saturday, September 28, 2024 from 1:00 to 4:00 PM and from 6:30 to 10:00 PM; approximately 600 people are expected to attend.
- According to the application, patrons will be allowed to purchase alcoholic beverages for 60 minutes prior to performances and for 30 minutes during intermission periods.
- The Police and Fire Rescue Departments have reviewed the application and have no objections or concerns with the event.

**DEPARTMENT RECOMMENDATION:**

The Town Manager recommends that the Select Board approve the application for a Special One-Day Wine and Malt Beverages License- Falmouth Theater Guild for performances of A Day in the Life on Friday, September 27, 2024, from 6:30 to 10:00 PM and Saturday, September 28, 2024, from 1:00 to 4:00 PM and from 6:30 to 10:00 PM, as presented.

**OPTIONS:**

- Motion to approve the application for a Special One-Day Wine and Malt Beverages License- Falmouth Theater Guild for performances of A Day in the Life on Friday, September 27, 2024, from 6:30 to 10:00 PM and Saturday, September 28, 2024, from 1:00 to 4:00 PM and from 6:30 to 10:00 PM as presented.
- Motion to deny approval of the application for a Special One-Day Wine and Malt Beverages License- Falmouth Theater Guild for performances of A Day in the Life on Friday, September 27, 2024, from 6:30 to 10:00 PM and Saturday, September 28, 2024, from 1:00 to 4:00 PM and from 6:30 to 10:00 PM
- Select Board defined alternative.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

**FINANCE DIRECTOR COMMENTS (IF APPLICABLE):**

N/A

**TOWN MANAGER COMMENTS:**

The Town Manager recommends that the Select Board approve the application for a Special One-Day Wine and Malt Beverages License- Falmouth Theater Guild for performances of A Day in the Life on Friday, September 27, 2024, from 6:30 to 10:00 PM and Saturday, September 28, 2024, from 1:00 to 4:00 PM and from 6:30 to 10:00 PM, as presented.

*Michael Renshaw*

---

Town Manager

9/19/2024

Date

**LICENSE APPLICATION REVIEW**

Restaurant/Business: Falmouth Theatre Guild

Address: 58 Highfield Drive

License Type: special One-Day All Alcoholic Beverages License

New License New

Transfer of License \_\_\_\_\_

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

Police No objections

Fire No Issues

Harbormaster \_\_\_\_\_

Health \_\_\_\_\_

Zoning \_\_\_\_\_

Planning \_\_\_\_\_

DPW \_\_\_\_\_

**NOTES:**

Three performances with service as follows:

- Friday, September 27<sup>th</sup> evening performance with service hours of 6:30 pm to 10:00 pm
- Saturday, September 28<sup>th</sup> matinee performance with service hours from 1:00 pm to 4:00 pm and evening performance with service hours from 6:30 pm to 10:00 pm



PAID

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:

Tomas McCahill

ADDRESS OF APPLICANT:

66 E Harbor Dr

Teaticket

MA

02536

TOWN

STATE

ZIP CODE

NAME OF ORGANIZATION:

Falmouth Theatre Guild

MAILING ADDRESS:

PO Box 383 Falmouth, MA 02541

TELEPHONE #:

508-548-0400

EMAIL:



LOCATION TO BE LICENSED-ADDRESS:

58 Highfield Dr

Falmouth

MA

02540

TOWN

STATE

ZIP CODE

EVENT TITLE:

"A Day in the Life: a Beatle's Experience"

APPROXIMATE # OF PEOPLE:

600

DATE(S) OF EVENT:

Sept 27-28

HOURS OF EVENT:

9/27 6:30PM-10:00 PM, 9/28 1:00PM-10:00PM

AUTHORIZED MANAGER OF ESTABLISHMENT EVENT:

Tomas McCahill

TYPE OF LICENSE:

1. WINE & MALT

2. ALL ALCOHOLIC

NON-PROFIT ORGANIZATIONS ONLY

FOR PROFIT

NON-PROFIT

REQUIREMENTS check list:

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

09/01/2024

DATE

APPLICANT SIGNATURE

FEE: \$25.00 PER DAY

\$10.00 FILING FEE



**Falmouth Theatre Guild**  
Bringing you the best in Community Theater since 1958

Falmouth Theatre Guild  
P.O. Box 383  
Falmouth MA, 02541  
[www.falmouththeatreguild.org](http://www.falmouththeatreguild.org)  
(508) 548-0400

September 1, 2024

**Board of Directors**

Brett Baird  
Joan Baird  
Ashley Bolbrock  
Rob Bowerman  
Jodi Edwards  
Davien Gould  
Cathy Lemay  
Carol Marasa  
Tom McCahill  
Cindy McDonald  
Dan McSweeney  
Liz Moakley  
Todd Sadler  
Victoria Santos  
Tom Stackhouse  
Jakob White

Application for Special One Day Liquor License:  
Falmouth Theatre Guild  
for the theatrical performance "*A Day in the Life: a Beatle's Experience*"  
September 27 & 28 (2 days)

Dear Town of Falmouth,

Please find attached a completed application requesting special one-day liquor licenses covering the three (3) performances we have scheduled for the theatrical performance "*A Day in the Life: a Beatle's Experience*" running Friday – Saturday September 27-28, 2024 (7:30 PM on Friday and 2:00PM & 7:30 PM on Saturday).

We would like to sell alcoholic beverages to our patrons for 60 minutes before each performance and for 30 minutes during intermission. This would be 6:30 PM-10:00 PM for the two evening performances and 1:00 PM-4:00 PM for our matinee performance. As we have done in years past, alcoholic beverages would be served from our concessions stand where we also offer cans of soda and seltzer, boxed/canned water, and prepackaged snacks and candy. There is no food preparation at our concessions stand.

There is always a trained TiPS certified server at our concessions to serve any alcoholic beverages (see the attached photocopies of all our active certified servers), and all beverages will be consumed on premises before and during the performance. The attached floor plan shows the location and layout of the outdoor patios, concessions stand ("bar service area"), and audience where beverages and concessions will be consumed.

If you have any questions, please do not hesitate to contact me by phone or by email.

Thank you,

Tomas McCahill, Director-at-Large  
(774) 392-3299  
[Tm.tmccahill@gmail.com](mailto:Tm.tmccahill@gmail.com)

# Falmouth Theatre Guild

## TiPS certifications for servers

**TiPS** Concessions **CERTIFIED**  
Issued: 12/15/2022 Expires: 12/14/2025  
Certificate #: 002027341698

Thomas McCahill  
66 E Harbor Dr  
Teaticket MA 02536

**TiPS** eTIPS Concessions 3.0 **CERTIFIED**  
Issued: 01/16/2022 Expires: 01/16/2025  
ID#: 5632067

Matthew Gould  
5 Lantern Ln  
Falmouth, MA 02540-3323 USA

**TiPS** eTIPS On Premise 3.1 **CERTIFIED**  
Issued: 12/24/2021 Expires: 12/24/2024  
ID#: 5621694

Russell T Sadler  
65 Caravel Dr  
East Falmouth, MA 02536-3931

For service visit us online at [www.gottips.com](http://www.gottips.com)

**TiPS** eTIPS Concessions 3.0 **CERTIFIED**  
Issued: 03/15/2022 Expires: 03/15/2025  
ID#: 5671668

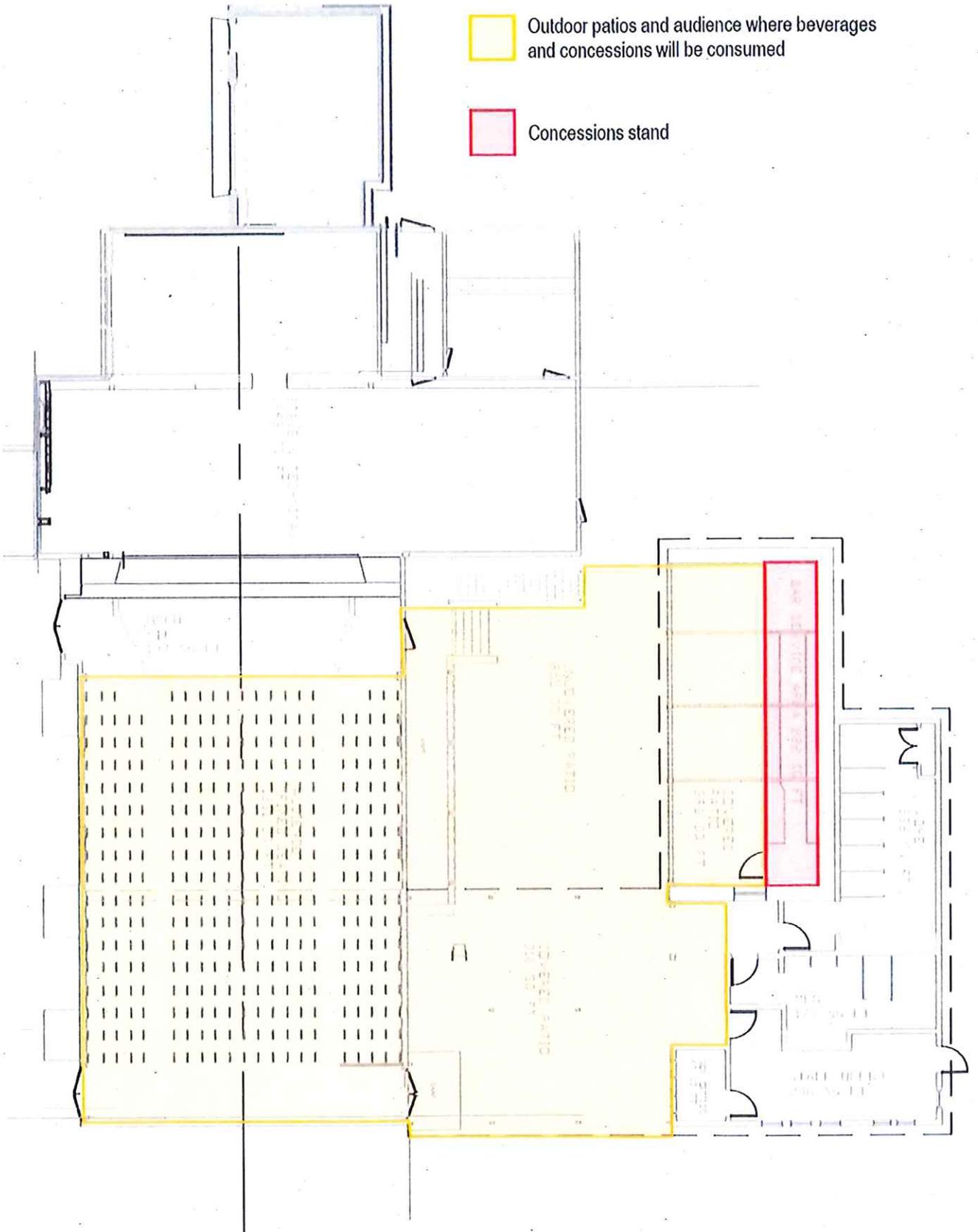
Brian Buczkowski  
66 E Harbor Dr  
Teaticket, MA 02536-5808 USA

**TiPS** TIPS Concessions **CERTIFIED**  
Issued: 11/16/2022 Expires: 11/15/2025  
ID #: 27185298

Elizabeth Moakley  
PO Box 383  
Falmouth MA 2541

Outdoor patios and audience where beverages and concessions will be consumed

Concessions stand



HIGHFIELD THEATRE  
PLAN VIEW  
DWN: CLT Scale: 1/16" = 1'  
DATE: 02-18-2017  
REV: 05/15/2019

FALMOUTH THEATER GUILD INC  
58 HIGHFIELD DR. BOX 383  
FALMOUTH MA 02541

Attached below is your Certificate of Exemption (Form ST-2). Cut along the dotted line and display at our place of business. You must report any change of name or address to us so that a revised ST-2 can be issued.

DETACH HERE



MASSACHUSETTS DEPARTMENT OF REVENUE

Form ST-2

Certificate of Exemption

FALMOUTH THEATER GUILD INC  
58 HIGHFIELD DR. BOX 383  
FALMOUTH MA 02540

MA Taxpayer ID: 11136840  
Certificate Number: 1583622144

This certifies that the organization named above is an exempt purchaser under Chapter 64H, section 6(d) or (e) of the Massachusetts General Laws. All purchases of tangible personal property by this organization are exempt from taxation to the extent that such property is used in the conduct of the business of the purchaser. Misuse of this certificate by any tax-exempt organization or unauthorized use of this certificate by any individual will lead to revocation. Willful misuse of this certificate is subject to criminal sanctions of up to one year in prison and \$10,000 (\$50,000 for corporations) in fines. This certificate is non-transferable and may be suspended or revoked for failure to comply with state laws and regulations.

Effective Date: November 17, 2018

Expiration Date: November 16, 2023



106 Southville Road - Southborough, MA 01772  
 Toll Free (877) 366-1140 – FAX: (508)836-4940

## COMMON POLICY DECLARATIONS

### Hospitality Mutual Insurance Company

RENEWAL DECLARATIONS

POLICY NO: CPP2001018
-----------------------

NAMED INSURED AND MAILING ADDRESS	AGENT AND MAILING ADDRESS
<b>Falmouth Theatre Guild, Inc.</b> PO BOX 383 FALMOUTH, MA 02541-0383	<b>XS Brokers Insurance Agency, Inc.</b> 13 Temple Street Quincy, MA 02169

Agent Code: 1786-MA

POLICY PERIOD: FROM <b>09/01/2024</b> TO <b>09/01/2025</b> AT 12:00 AM STANDARD TIME AT THE INSURED'S MAILING ADDRESS SHOWN ABOVE
--

DESCRIPTION OF BUSINESS:    Theater  
 FORM OF BUSINESS:            Corporation

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.	
LIQUOR LIABILITY COVERAGE PART	\$1,078
<b>TOTAL</b>	<b>\$1,078</b>

## Phyllis Downey

---

**From:** Craig O'Malley <craig.omalley@falmouthfirema.gov>  
**Sent:** Tuesday, September 10, 2024 11:58 AM  
**To:** Phyllis Downey  
**Cc:** Boyd Demello  
**Subject:** [EXTERNAL] - RE: Time Sensitive-Special One-Day Wine & Malt - Falmouth Theater Guild

**Caution:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

The Fire Department has no issues.

Lt. Craig O'Malley  
Fire Prevention Officer, IAAI-FIT  
Falmouth Fire Rescue  
508-495-2533 office  
774-836-2434 cell  
[craig.omalley@falmouthfirema.gov](mailto:craig.omalley@falmouthfirema.gov)

---

**From:** Phyllis Downey <phyllis.downey@falmouthma.gov>  
**Sent:** Tuesday, September 10, 2024 11:20 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>  
**Subject:** Time Sensitive-Special One-Day Wine & Malt - Falmouth Theater Guild

Good morning,

Attached please find an application by Falmouth Theatre Guild for a Special One-Day All Alcoholic Beverages License as follows:

- Friday, September 27<sup>th</sup> evening performance with service hours of 6:30 pm to 10:00 pm and Saturday, September 28<sup>th</sup> matinee performance with service hours from 1:00 pm to 4:00 pm and evening performance with service hours from 6:30 pm to 10:00 pm

We apologize for the late notice. May we please request your recommendations to the Select Board by Monday, September 16<sup>th</sup>?

Thank you,  
Phyllis

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

## Phyllis Downey

---

**From:** Sean Doyle <sean.doyle@falmouthpolicema.gov>  
**Sent:** Tuesday, September 10, 2024 3:34 PM  
**To:** Phyllis Downey; Brian Reid; Jeff Lourie; Ryan Hergt; Boyd Demello; Craig O'Malley  
**Subject:** [EXTERNAL] - Re: Time Sensitive-Special One-Day Wine & Malt - Falmouth Theater Guild

**Caution:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

No objections from the PD

---

**From:** Phyllis Downey <phyllis.downey@falmouthma.gov>  
**Sent:** Tuesday, September 10, 2024 11:19 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>  
**Subject:** Time Sensitive-Special One-Day Wine & Malt - Falmouth Theater Guild

Good morning,

Attached please find an application by Falmouth Theatre Guild for a Special One-Day All Alcoholic Beverages License as follows:

- Friday, September 27<sup>th</sup> evening performance with service hours of 6:30 pm to 10:00 pm and Saturday, September 28<sup>th</sup> matinee performance with service hours from 1:00 pm to 4:00 pm and evening performance with service hours from 6:30 pm to 10:00 pm

We apologize for the late notice. May we please request your recommendations to the Select Board by Monday, September 16<sup>th</sup>?

Thank you,  
Phyllis

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

**OPEN SESSION**

**CONSENT AGENDA**

**2. Administrative Orders**

- a. Consider the adoption of the Town of Falmouth's Mission, Vision and Values Statement



## AGENDA ITEM SUMMARY SHEET

**ITEM NUMBER:** Consent Agenda – Administrative Orders 2.a.

**ITEM TITLE:** Discuss and consider the adoption of the Town of Falmouth Mission, Vision, and Values Statements

**MEETING DATE:** 9/23/2024

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

**SUBMITTED BY:** Mike Renshaw, Town Manager and Peter Johnson-Staub, Assistant Town Manager

**ATTACHMENTS:** Draft Mission, Vision, and Values Statements

---

### PURPOSE:

The Select Board will discuss and consider the adoption of the Town of Falmouth's first Mission, Vision, and Core Values Statements.

### BACKGROUND/SUMMARY:

- In September 2023 the Town Manager began working with the Management Team (primarily the staff leadership team comprised of both department and division managers) to develop a set of core value statements.
- Developing a set of Core Values for the organization is foundational because they:
  - Highlight an organization's core principles and philosophical ideals; what we stand for.
  - Guide the decisions and behaviors of the people inside the organization.

- Signal to external stakeholders what's important to the organization.
- In November 2023 the senior management team focused their efforts on developing draft Mission and Vision Statements.
- Mission Statements are important for an organization because they:
  - Define an organization's purpose/reason for being.
  - Serve as a guide for the day-to-day operations of the organization.
  - Motivate employees toward a common near-to-medium term goal.
  - A well-defined Mission Statement answers the question of:
    - What do we do today?
    - Who do we serve?
    - What are we trying to accomplish?
    - What impact do we want to achieve?
- A well-crafted Vision Statement provides an important strategic look to the future of an organization by:
  - Describing the future of the organization.
  - Revealing what the organization aspires to be or hopes to achieve in the long-term.
  - Provides inspiration and motivation, but also provides clear direction, mapping out where the organization is headed.
  - A well-framed Vision Statement answers the questions of:
    - Where are we going moving forward?
    - What do we want to achieve in the future?
    - What kind of future services do we want to deliver?
- To be most effective as a strategic planning and navigational aid for the organization, it is important that the Mission, Vision, and Values Statements have employee buy-in and are developed as part of a collaborative process, and that they are adopted by the governing body.
- At its March 2, 2024, strategic planning workshop, the Select Board reviewed and discussed a set of draft Core Values, Mission, and Vision Statements.
- On May 14, 2024, the Select Board voted to adopt these statements with revisions suggested by the Board.
- During its August 24, 2024, strategic planning workshop the Select Board was provided a revised Mission and Vision statement that included the addition of a

Values Statement for discussion purposes; the revised Town of Falmouth Mission, Vision, and Values Statements draft document is now being brought back to the Select Board for its consideration and adoption.

- Once adopted, these Mission, Vision, and Values Statements will be included in the Town’s staff recruitment and retention process, Town website, and placed within the soon to be released strategic plan reporting platform.

**DEPARTMENT RECOMMENDATION:**

The Town Manager recommends that the Select Board vote to adopt the Town of Falmouth Mission, Vision, and Value Statements as presented.

**OPTIONS:**

- Motion to adopt the Town of Falmouth Mission, Vision, and Value Statements as presented.
- Motion to deny the adoption of the Town of Falmouth Mission, Vision, and Value Statements as presented.
- Motion to adopt the Town of Falmouth Mission, Vision, and Values Statements with specified revisions.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

**FINANCE DIRECTOR COMMENTS (IF APPLICABLE):**

N/A

**TOWN MANAGER COMMENTS:**

The Town Manager recommends that the Select Board vote to adopt the Town of Falmouth Mission, Vision, and Values Statements as presented.

*Michael Renshaw*

---

**Town Manager**

9/16/2024

**Date**



## Town of Falmouth

### Mission, Vision and Values Statements

#### Mission Statement

*The Town of Falmouth's mission is to provide impeccable and effective customer service to allow our residents, businesses, employees, and visitors the opportunity to live, work, and experience our unique charm today, tomorrow, and for future generations.*

#### Vision Statement

*To be the premiere Cape community that provides the most responsive, accessible, and inclusive environment for all.*

#### Values Statement

*The Town of Falmouth strives to be an inclusive, welcoming, equitable, and diverse community and an employer that provides the highest level of customer service to all individuals and groups of various abilities, cultures, backgrounds, and identities.*

#### Our Core Values

❖ **Honesty & Integrity**

*We believe that honesty is the backbone of our credibility, ensuring that our words and actions are always aligned with the truth, and in the quiet strength of unwavering principles to guide our actions even when no one is watching.*

❖ **Transparency**

*We create windows through which trust is built, allowing the community clear insight into our actions and decisions in order to foster accountability and public confidence.*

❖ **Communication**

*We value the art of genuine listening, ensuring every word spoken or unspoken bridges understanding and fosters respect, allowing all voices to be heard.*

❖ **Professionalism**

*We are committed to excellence, where expertise meets empathy, ensuring each interaction reflects our dedication to service and respect for all.*

❖ **Teamwork**

*We are committed to a culture of mutual support and a harmony of diverse skills, where each voice is valued, contributing to a unified mission beyond individual capacities.*

**OPEN SESSION**

**CONSENT AGENDA**

**2. Administrative Orders**

- b. Consider approving a \$30,608.68 donation from Falmouth Together We Can to the Police Department's donation account



**ITEM NUMBER:** Consent Agenda – Administrative Orders 2.b.

**ITEM TITLE:** Consider the approving a \$30,608.68 donation from Falmouth Together We Can to the Falmouth Police Department donation account

**MEETING DATE:** 9/23/2024

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

**SUBMITTED BY:** Police Chief Jeffrey Lourie

**ATTACHMENTS:** None

---

**PURPOSE:**

This is a written request to the Select Board to vote to approve a \$30,608.68 donation from Falmouth Together We Can to the Police Department's donation account.

**BACKGROUND/SUMMARY:**

- In August of 2018, Falmouth Together We Can started a fund to accept donations to help support the Falmouth Police Department. To date the total in that fund is \$30,608.68.
- If approved, Chief Lourie advises that the Falmouth Police Department would use these funds for the purchase of additional equipment such as, but not limited to, a drone and/or dress uniforms for personnel.

**DEPARTMENT RECOMMENDATION:**

The Police Department is recommending that the Select Board accept the donation from

Falmouth together we can so that the department can utilize these funds for needs that go beyond the department's expense budget.

**OPTIONS:**

- Motion to approve the acceptance of the \$30,608.68 donation from Falmouth Together We Can to the Police Department for the purpose of purchasing equipment as presented.
  
- Motion to deny the approval of the \$30,608.68 donation from Falmouth Together We Can to the Police Department for the purpose of purchasing equipment.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
Donations	Police	01-210-5211-4830		\$11,939.37	+\$30,608.68	\$42,548.05

**FINANCE DIRECTOR COMMENTS (IF APPLICABLE):**

N/A

**TOWN MANAGER COMMENTS:**

The Town Manager recommends that the Select Board approve the acceptance of the \$30,608.68 donation from Falmouth Together We Can to the Police Department for the purpose of purchasing equipment, as presented.

*Michael Renshaw*

\_\_\_\_\_  
Town Manager

9/19/2024

Date

**OPEN SESSION**

**CONSENT AGENDA**

**2. Administrative Orders**

- c. Consider the authorization to apply for two grants under the Natural Resource Area – Nitrogen Sensitive Area SFY2025 Grant Program

September 23, 2024



**ITEM NUMBER:** Consent Agenda – Administrative Orders 2.c.

**ITEM TITLE:** Consider the authorization to apply for two grants under the Natural Resource Area- Nitrogen Sensitive Area SFY2025 Grant Program

**MEETING DATE:** 9/23/2024

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

**SUBMITTED BY:** Amy Lowell, Falmouth Wastewater Superintendent

**ATTACHMENTS:** December 13, 2023 letter to Millie Garcia-Serrano, MassDEP regarding Notices of Intent to File Watershed Permit Applications for all Watersheds Designated “Nitrogen Sensitive Areas” in Falmouth

---

**PURPOSE:**

Receive authorization to apply for two grants under the Massachusetts Department of Environmental Protection’s “SFY25 Natural Resource Area – Nitrogen Sensitive Area Grant Program” (NSA grant program).

**BACKGROUND/SUMMARY:**

- The MassDEP issued a notice of grant opportunity on August 30<sup>th</sup> 2024 for the NSA grant program.
- The intent of the NSA grant program is to assist Towns in completing activities required to submit Watershed Permit applications for Nitrogen Sensitive Areas.

- The grant application deadline is October 4<sup>th</sup>, 2024. Grant amounts are anticipated to be \$20,000 to \$350,000 per applicant with a total of \$825,000 available. There is no match requirement.
- The DPW Wastewater Division is seeking authorization to, with the assistance of Science Wares Inc., submit two proposals:
  - (1) Seeking \$75,000 to develop Watershed Plans for Megansett Harbor, Fiddlers Cove and Rands Canal, and
  - (2) Seeking up to \$50,000 to prepare the materials required to submit Watershed Permit Applications for the Little Pond and Great Pond watersheds.

Regarding grant proposal 1:

- With the Select Board's approval, the Wastewater Division applied for a grant under the "604(b) Non-Point Source Program" in May of this year to develop Watershed Plans for Megansett Harbor, Fiddlers Cove and Rands Canal, but the state has not yet made a decision on those grant awards (a recent email indicated that award may be in late October or November). If the Town is awarded the 604(b) grant, we will rescind our application for this same work under the NSA grant program.

Regarding grant proposal 2:

- The attached letter to the DEP dated December 13, 2023 documented the Town's submittal of Notices of Intent to file watershed permit applications for all of its Nitrogen Sensitive Areas and explained the watershed grouping and planning schedule. The letter noted that the first group of watersheds for which the Town would file watershed permit applications (Group A) was Little Pond and Great Pond. The rationale for this was: *"The Town has already prepared and the state has already approved Targeted Watershed Management Plans for these two watersheds. Therefore, the Town will not need to prepare Watershed Management Plans for them before filing a watershed permit application. The Town has completed implementation of the Little Pond sewer project, and the Town will be proceeding to design and permit Phase 1 of the Great Pond sewer project, based upon the recent approval at the November 2023 town meeting. Thus, the Town is in a good position to apply for watershed permits for these watersheds first."*
- This funding opportunity will allow the town to begin applying for Watershed Permits (14 of which must be submitted over the next 6 years). In particular, the town will work with its consultant, ScienceWares, to identify and create the missing elements necessary to satisfy the requirements of a Watershed Plan as outlined in 314 CMR 21.03 (2). Two of the missing elements are the updated [present] nitrogen loads and the updated buildout scenarios

(since the total maximum daily loads (TMDL) were established approximately 18 years ago). Completing these elements will allow the town to plan its nitrogen reduction implementations to fit the current conditions to achieve the TMDLs (and meet the regulatory requirements for the watershed plan).

- In the DEP’s acceptance of the Notice of Intent letter, the department established a deadline of December 31, 2026 for the submittal of the Watershed Permit application for Group A (Little Pond and Great Pond). If awarded, this grant will require deliverables by June 30<sup>th</sup>, 2025. Deliverables will include the missing watershed plan elements and consultation with the regulators to ensure that the Town has all of the information required to submit a Watershed Permit Application. This does not mean that the town will have to apply for the Watershed Permit ahead of its original schedule, but will allow the town the opportunity to do so if it chooses.

**DEPARTMENT RECOMMENDATION:**

Authorize the Town to submit proposals to apply for the grant funds as proposed.

**OPTIONS:**

- Motion to authorize the submission of a grant proposal to complete the Watershed Plans for Megansett Harbor, Fiddlers Cove and Rands Canal, and the submission of a grant proposal to prepare the materials required to submit Watershed Permit Applications for Little Pond and Great Pond.
- Deny approval to submit the grant proposals.
- Board defined alternative.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

No matching funds required.

**FINANCE DIRECTOR COMMENTS (IF APPLICABLE):**

N/A

**TOWN MANAGER COMMENTS:**

The Town Manager recommends that the Select Board approve the submission of a grant proposal to complete the Watershed Plans for Megansett Harbor, Fiddlers Cove and Rands Canal, and the submission of a grant proposal to prepare the materials required to submit Watershed Permit Applications for Little Pond and Great Pond.

*Michael Renshaw*

9/18/2024

---

Town Manager

Date



**ITEM NUMBER:** Click or tap here to enter text.

**ITEM TITLE:** Authorization to apply for two grants under the Natural Resource Area-Nitrogen Sensitive Area SFY2025 Grant Program

**MEETING DATE:** 9/23/2024

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

**SUBMITTED BY:** Amy Lowell, Falmouth Wastewater Superintendent

**ATTACHMENTS:** December 13, 2023 letter to Millie Garcia-Serrano, MassDEP regarding Notices of Intent to File Watershed Permit Applications for all Watersheds Designated "Nitrogen Sensitive Areas" in Falmouth

---

**PURPOSE:**

Receive authorization to apply for two grants under the Massachusetts Department of Environmental Protection's "SFY25 Natural Resource Area – Nitrogen Sensitive Area Grant Program" (NSA grant program).

**BACKGROUND/SUMMARY:**

- The MassDEP issued a notice of grant opportunity on August 30<sup>th</sup> 2024 for the NSA grant program.
- The intent of the NSA grant program is to assist Towns in completing activities required to submit Watershed Permit applications for Nitrogen Sensitive Areas.
- The grant application deadline is October 4<sup>th</sup>, 2024. Grant amounts are anticipated to be \$20,000 to \$350,000 per applicant with a total of \$825,000 available. There is no match requirement.
- The DPW Wastewater Division is seeking authorization to, with the assistance of Science Wares Inc., submit two proposals:
  - (1) Seeking \$75,000 to develop Watershed Plans for Megansett Harbor, Fiddlers Cove and Rands Canal, and

- (2) Seeking up to \$50,000 to prepare the materials required to submit Watershed Permit Applications for the Little Pond and Great Pond watersheds.

Regarding grant proposal 1:

- With the Select Board's approval, the Wastewater Division applied for a grant under the "604(b) Non-Point Source Program" in May of this year to develop Watershed Plans for Megansett Harbor, Fiddlers Cove and Rands Canal, but the state has not yet made a decision on those grant awards (an email today indicated that award may be in late October or November). If the Town is awarded the 604(b) grant, we will rescind our application for this same work under the NSA grant program.

Regarding grant proposal 2:

- The attached letter to the DEP dated December 13, 2023 documented the Town's submittal of Notices of Intent to file watershed permit applications for all of its Nitrogen Sensitive Areas and explained the watershed grouping and planning schedule. The letter noted that the first group of watersheds for which the Town would file watershed permit applications (Group A) was Little Pond and Great Pond. The rationale for this was: *"The Town has already prepared and the state has already approved Targeted Watershed Management Plans for these two watersheds. Therefore, the Town will not need to prepare Watershed Management Plans for them before filing a watershed permit application. The Town has completed implementation of the Little Pond sewer project, and the Town will be proceeding to design and permit Phase 1 of the Great Pond sewer project, based upon the recent approval at the November 2023 town meeting. Thus, the Town is in a good position to apply for watershed permits for these watersheds first."*
- This funding opportunity will allow the town to begin applying for Watershed Permits (14 of which must be submitted over the next 6 years). In particular, the town will work with its consultant, ScienceWares, to identify and create the missing elements necessary to satisfy the requirements of a Watershed Plan as outlined in 314 CMR 21.03 (2). Two of the missing elements are the updated [present] nitrogen loads and the updated buildout scenarios (since the total maximum daily loads (TMDL) were established approximately 18 years ago). Completing these elements will allow the town to plan its nitrogen reduction implementations to fit the current conditions to achieve the TMDLs (and meet the regulatory requirements for the watershed plan).
- In the DEP's acceptance of the Notice of Intent letter, the department established a deadline of December 31, 2026 for the submittal of the Watershed Permit application for Group A (Little Pond and Great Pond). If awarded, this grant will require deliverables by June 30<sup>th</sup>, 2025. Deliverables will include the missing watershed plan elements and consultation with the regulators to ensure that the Town has all of the information required to submit a Watershed Permit Application. This does not mean that the town will have to apply for the Watershed Permit ahead of its original schedule, but will allow the town the opportunity to do so if it chooses.

**DEPARTMENT RECOMMENDATION:**

Authorize the Town to submit proposals to apply for the grant funds as proposed.

**OPTIONS:**

- 1) Authorize the submission of a proposal to complete the Watershed Plans for Megansett Harbor, Fiddlers Cove and Rands Canal, and the submission of a proposal to prepare the materials required to submit Watershed Permit Applications for Little Pond and Great Pond;
- 2) Deny approval to submit the proposals;
- 3) Board defined alternative.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

No matching funds required.

**FINANCE DIRECTOR COMMENTS (IF APPLICABLE):**

**TOWN MANAGER COMMENTS:**

---

**Town Manager**

Click or tap to enter a date.

**Date**



# TOWN of FALMOUTH

DEPARTMENT OF PUBLIC WORKS, WASTEWATER DIVISION  
416 GIFFORD STREET, FALMOUTH, MASSACHUSETTS 02540  
TELEPHONE (508) 457-2543 x 3018

AMY LOWELL  
WASTEWATER SUPERINTENDENT

December 13, 2023

Millie Garcia-Serrano, Regional Director  
Massachusetts Department of Environmental Protection  
20 Riverside Drive  
Lakeville, MA 02347

**RE: Notices of Intent to File Watershed Permit Applications for all Watersheds Designated  
“Nitrogen Sensitive Areas” in Falmouth**

Dear Ms. Garcia-Serrano:

On behalf of the Town of Falmouth (and as voted by the Select Board on August 28<sup>th</sup> 2023), I am filing Notices of Intent to document the Town’s intent to file watershed permit applications pursuant to 310 CMR 21 for all watersheds designated “Nitrogen Sensitive Areas” in Falmouth: Little Pond, Great Pond, Green Pond, Bournes Pond, Eel Pond/Waquoit Bay, Oyster Pond, Falmouth Harbor, West Falmouth Harbor, Wild Harbor, Megansett Harbor, Fiddlers Cove, Rands Canal and Quissett Harbor.

It is the Town's understanding that the filing of these Notices of Intent will suspend the requirements for septic system upgrades using Best Available Nitrogen Reducing Technology for existing septic systems (310 CMR 15.215(2)(a)) and for new construction (310 CMR 15.215(2)(b)).

Grouping of Watershed Permits.

The Wastewater Division plans to submit the watershed permit applications in 4 groups, as explained below:

*Group A: Little Pond and Great Pond.* The Town has already prepared and the state has already approved Targeted Watershed Management Plans for these two watersheds. Therefore, the Town will not need to prepare Watershed Management Plans for them before filing a watershed permit application. The Town has completed implementation of the Little Pond sewer project, and the Town will be proceeding to design and permit Phase 1 of the Great Pond sewer project, based upon the recent approval at the November 2023 town meeting. Thus, the Town is in a good position to apply for watershed permits for these watersheds first.

*Group B: Green Pond, Bournes Pond, Eel Pond and Waquoit Bay.* These southcoast ponds are significantly impaired, require at least some sewerage in order to meet their Total Maximum

Daily Load targets for nitrogen, and the town has planned to proceed from west to east to sewer portions of these watersheds after the Little Pond and Great Pond projects are completed. Alternative nitrogen removal strategies are also envisioned (in addition to sewerage) to meet the Total Maximum Daily Loads (TMDLs) for these (and all of Falmouth's) watersheds. The 2013 Comprehensive Wastewater Management Plan, the 2019 Notice of Project Change Update and the Great Pond Targeted Watershed Management Plan approved in 2023 each addressed these watersheds to some degree. However, the Town needs to complete a more detailed Watershed Management Plan focused on these watersheds before watershed permit applications can be filed for them.

*Group C: Oyster Pond, Falmouth Harbor, West Falmouth Harbor.* Some level of wastewater planning has been conducted for each of these watersheds but additional watershed management planning will need to be completed for each before watershed permit applications could be submitted. A CWMP has previously been drafted for Oyster Pond but not finalized. West Falmouth Harbor was addressed in the 2013, 2019 and 2023 wastewater planning documents but the plan for West Falmouth Harbor will require updating/finalization. Previous wastewater planning documents envisioned additional sewerage adjacent to Falmouth Harbor, but the Town has not performed a watershed evaluation for Falmouth Harbor.

*Group D: Wild Harbor, Megansett Harbor, Fiddlers Cove, Rands Canal, Quissett Harbor.* The Town has not yet conducted formal wastewater planning for these watersheds, so a Watershed Management Plan will need to be prepared for these watersheds before watershed permit applications can be filed for them. According to the Massachusetts Estuaries Project analysis, less nitrogen needs to be removed from these watersheds in order to meet their TMDLs than is required for Groups A and B. Of the Group D watersheds, Wild Harbor watershed is the only one in which additional sewerage is envisioned to be required. It is envisioned that I/A systems and other alternative nitrogen reducing technologies will be employed to meet the TMDLs for these water bodies.

Schedule

The planned schedule for submitting Watershed Permit Applications is as follows:

<u>Group</u>	<u>Ponds/Watersheds</u>	<u>Watershed Permit Application Date</u>
Group A	Little Pond, Great Pond	by January 2027
Group B	Green Pond, Bournes Pond, Eel Pond, Waquoit Bay	by January 2028
Group C	Oyster Pond, Falmouth Harbor, West Falmouth Harbor	by January 2029
Group D	Wild Harbor, Megansett Harbor, Fiddlers Cove, Rands Canal, Quissett Harbor	by January 2030

A slightly more detailed schedule for each group of watersheds is Attachment A to this memo for the purpose of the Notices of Intent.

The Town plans to spread out its watershed permit applications over four years in order to spread out the effort of planning (preparation of watershed management plans), implementation and follow-up reporting.

Additional objectives essential to the overall watershed permitting effort include:

- Successful permitting of a long-term treated wastewater discharge site: outfall or additional land-based discharge site)
- Board of Health passage of a regulation requiring septic system I/A upgrades in defined areas, and maps of the upgrade areas
- Execution of Intermunicipal Agreements with Bourne for Megansett Harbor and with Mashpee and Sandwich for Waquoit Bay.

The Town will publish public notice regarding the filing of the Notices of Intent as required.

Please contact me at (508) 457-2543 x 3018 or at [amy.lowell@falmouthma.gov](mailto:amy.lowell@falmouthma.gov) with any questions.

Sincerely,

Amy Lowell

cc via email:

Gerard Martin, DEP  
Andrew Osei, DEP  
Micheal Renshaw, Town Manager  
Peter Johnson-Staub, Assistant Town Manager  
Peter McConarty, Director of Public Works  
Stephen Rafferty, Water Quality Management Committee Chair

**ATTACHMENT A**

**WATERSHED PERMIT SCHEDULES, PROVIDED FOR NOTICES OF INTENT**

**Little Pond and Great Pond Watershed Permit Schedule**

<b>Task</b>	<b>Date</b>
Submit Targeted Watershed Management Plan	Completed for Little Pond in 2013; Certificate issued by the state in 2014  Completed for Great Pond in 2022; Certificate issued by the state in 2023
Begin developing any supplemental materials required for Watershed Permit Application that were not included in the Targeted Watershed Management Plans	July 2025
Pass Board of Health regulation requiring septic system I/A upgrades in defined areas*	September 2026
Submit Watershed Permit Application	<u>January 2027</u>

**Green Pond, Bournes Pond, Eel Pond and Waquoit Bay Watershed Permit Schedule**

<b>Task</b>	<b>Date</b>
Begin preparing Watershed Management Plan	July 2025
Establish Intermunicipal Agreement with Mashpee and Sandwich for Waquoit Bay	September 2025
Pass Board of Health regulation for defined septic system I/A upgrade areas*	September 2026
Submit Watershed Permit Application	<u>January 2028</u>

**Oyster Pond, Falmouth Harbor, West Falmouth Harbor Watershed Permit Schedule**

<b>Task</b>	<b>Date</b>
Begin preparing Watershed Management Plan	July 2026
Pass Board of Health regulation for defined septic system I/A upgrade areas*	September 2026
Submit Watershed Permit Application	<u>January 2029</u>

**Wild Harbor, Megansett Harbor, Fiddlers Cove, Rands Canal, Quissett Harbor Watershed Permit Schedule**

<b>Task</b>	<b>Date</b>
Pass Board of Health regulation for defined septic system I/A upgrade areas*	September 2026
Begin preparing Watershed Management Plan	July 2027
Establish Intermunicipal Agreement with Bourne for Megansett Harbor	September 2028
Submit Watershed Permit Application	<u>January 2030</u>

\* Passage of a Board of Health regulation I/A upgrade regulation is planned to occur by September 2026, but the application of the regulation to individual I/A upgrade areas may be phased over time to spread out the permitting, implementation and enforcement.

## **OPEN SESSION**

## **MINUTES**

1. Public Session – September 9, 2024

September 23, 2024

**TOWN OF FALMOUTH**  
**SELECT BOARD**  
**Open Meeting Minutes - DRAFT**  
**MONDAY, SEPTEMBER 9, 2024 – 6:30 P.M.**  
**SELECT BOARD MEETING ROOM**  
**TOWN HALL**  
**59 TOWN HALL SQUARE, FALMOUTH, MA 02540**

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

Select Board:

Present: Edwin (Scott) Zylinski II, Acting Chair; Douglas C. Brown; Robert P. Mascali; Heather M. H. Goldstone (arrived at 7:00)

Absent: Nancy Robbins Taylor, Chair

Others present: Mike Renshaw, Town Manager; Peter Johnson-Staub, Assistant Town Manager; Maura O'Keefe, Town Counsel

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

Call to Order: By Acting Chair Scott Zylinski, who announced that Ms. Goldstone would be arriving at 7:00, as well as other procedural announcements.

Pledge of Allegiance: Led by Select Board

Proclamation: Suicide Prevention and Action Month

Mr. Brown read out the proclamation in its entirety, concluding as follows: We, Nancy Robbins Taylor, Edwin P. Zylinski, II, Douglas C. Brown, Robert P. Mascali, and Heather M. H. Goldstone do hereby proclaim the month of September 2024 as National Suicide Prevention and Action Month in the Town of Falmouth

Recognition: Mr. Mascali recognized Barbara Kanelopolous for having received an award for work done over the age of 60 from the Cape Cod Women's Association.

Announcements:

Mr. Zylinski read out an announcement that discussion on Agenda Item #8 (Vote articles and execute warrant for November 18, 2024 Town Meeting) would be limited to the Select Board. Public comment could be submitted in writing to the Select Board, or residents could attend the October 7 Select Board meeting where comment would be taken before the Board would vote recommendations. He said the Board does not vote recommendations on articles sponsored by the Community Preservation Committee or the Planning Board. Recommendations submitted to Town Meeting on financial articles are submitted by the Finance Committee.

Mr. Renshaw announced the addition of an item on the Consent Agenda (Consider appointing a temporary Registrar in the event that an existing Registrar is unable to fulfill their duties during the Recount for the Office of Senator in the General Court in the Republican State Primary on Thursday, September 12, 2024) to the revised agenda for tonight's meeting. He said Town Clerk Michael Palmer recommended appointing Catherine Bumpus to the position of temporary registrar.

Mr. Mascali asked why public comment on the warrant was limited at tonight's meeting. Mr. Johnson-Staub explained that past practice has been that there has not been a debate of every article at this meeting of the Select Board. He said the point of emphasis is if the Board wishes to proceed with including the articles on the warrant for Town Meeting. He said public input on the merits of the articles can be taken at another time before the recommendations are voted, as well as at other venues such as the planning board or finance committee. Mr. Mascali said he was referring to brief comment rather than debates. Mr. Zylinski said that he would rather comment on the articles take place before a full board.

Public Comment:

Richard Duby – commented on the term “fiduciary responsibility” and reminded the Board it has such a responsibility to the Town – said the Board is not acting in the best interest of the citizens of Falmouth regarding firearms purchase – said most citizens want surplus firearms destroyed – referred to the contents of 30B regarding the disposal of surplus property - said the Board has a fiduciary responsibility to direct Town Counsel to contact the attorney general's office or inspector general's office if there is a question on the content of 30B – passed out materials to the Board.

Troy Clarkson – said he vigorously opposed no comment on warrant articles at this meeting – reminded Board of the 3 pillars to the form of government we have – said the elected Board is denying citizens the right to provide feedback on the warrant articles – said he was angered that the Board “would hold the public in such disdain” – said this is not what the Select Board was elected to do – urged the Board to allow public comment on the articles.

Dave Moriarty – referring to the Nantucket turbine incident, said the blades on the turbines are going to keep failing – said government doesn’t want to listen to reality – said 38 senators voted to take away your rights because they are pushing a new world agenda failed energy program – called it tyrannical – said people of the Cape and Islands depend on the sea and Gov. Healey is not living in reality – said it’s unacceptable, especially in Massachusetts – said it’s happening tonight with taking away public comment.

Ken Hall – said he is a new resident in the Grasmere subdivision – said he discovered a fire hydrant while clearing brush on his property and the fire dept. came and flushed it out – said he checked out the issue of wetlands violation, and held up a map showing what he owns and what the state owns – said he finds it an abuse that the state can take this land, calling it theft – said he and his wife are bearing the brunt of the cost of this – said they are unwilling, unhappy stewards of this little vernal pool on their land – said their benefit from this environmental action is very, very small – said they can’t use their own land as they thought they would– said he wants people to know that the state is confiscating 85% of his land.

Jed Cornick, Town Planner – announced a public meeting on Thursday at the Mullen Hall School to review a parking management plan.

Affirm appointment of Director of Veterans’ Services

Mr. Renshaw said James Gouzas was being brought forward for affirmation to the position. He highlighted aspects of Mr. Gouzas’s resume, which was included in the Select Board packet, and said the recommendations were outstanding. He asked that the Board consider waiving the division head residency requirement. If affirmed, Mr. Gouzas would start on Sept. 23.

**Motion by Mr. Mascali: To approve and affirm the appointment of Jim Gouzas as the Town’s Director of Veterans’ Services**                      **Second: Mr. Brown**                      **Vote: Yes – 3    No – 0**  
(Ms. Goldstone not yet present for vote.)

**Motion by Mr. Mascali: To waive the division head residency requirement for Mr. Gouzas**  
**Second: Mr. Brown**                      **Vote: Yes – 3    No – 0**  
(Ms. Goldstone not yet present for vote.)

Mr. Gouzas spoke briefly expressing his gratitude at being appointed to the position. He said he would perform his duties with professionalism, as well as empathy and understanding for his brothers and sisters.

**BUSINESS**

Report – Veterans Council Committee

Carissa April, chair of the veterans’ council committee, presented information on the work of the council. She thanked Don Lincoln for his work and said the committee looked forward to working with Mr. Gouzas. Mr. Johnson-Staub thanked Ms. April for her participation in the selection process for the new director, Mr. Gouzas.

Report – Council on Aging

Joe Clancy, Jill Bishop, and Jamie McDonald, current chair of the council, were present for the report, highlighting the activities of the council and statistics regarding membership and growth. The report was accompanied by a slide presentation containing additional information and data. Ms. Bishop thanked the many volunteers who help make the center successful. Mr. McDonald commented briefly about the future goal of making the area a true municipal/recreational complex.

Discuss the recently completed Town-owned parcel inventory analysis

Jed Cornock, Town Planner, orally reviewed approximately 39 screens of information detailing how the parcel inventory analysis was developed and conducted. The goal was to determine the best future use for the parcels. He said the same presentation would go before the affordable housing committee later this week. The slide presentation is contained in its entirety in the Select Board packet; it included a review of 33 categorized properties and the

basics of why each was designated as *Good, Moderate, or Poor*, and why some have a dual designation. He said no final recommendations would be made until after the opportunity for public input.

Ms. Goldstone sought more information about an analysis process for developed properties that are appropriate for redevelopment, and asked how the schools got into the *Poor* category. Mr. Cornock said they have been encouraging redevelopment for affordable housing in the mixed residential and overlay district because of its location downtown. He said there are not many such properties, but there are a lot of vacant properties. He said the schools are one of the potential options, but the planning department hasn't yet been able to reach out to the school department to figure out their future plans.

Mr. Mascali asked the town manager about the recommendation of the disposition of three parcels (Mr. Renshaw said there are 4) for affordable housing and when other parcels might be recommended. Mr. Renshaw said that after a department head meeting, it was at his direction to look at parcels best suited for immediate development. Future analysis, he said, would likely release additional parcels. He said it would be part of the discussion later in the meeting.

Mr. Brown said he agreed with the priority of affordable housing but would also like to pursue uses, such as community gardens, for other parcels.

At this point, Acting Chair Zylinski asked for a show of hands for who would like to speak about articles as they come up. He offered to allow speakers 3 minutes of time if they wished to speak during that item later in the meeting.

Public comment on the Town-owned parcel inventory analysis:

Laura Moynihan, Director of Falmouth Housing Trust – said her comments are directed to the 300 properties under two acres – said the goal of sustainable development is in-fill development – said the larger parcels are very expensive to develop and a long time to permit – said smaller lots within a development can be built on in a year and the cost is reduced – asked the Town to pick out lots in existing residential subdivisions and identify those right away for disposition – thanked the Town for work done to date.

Mr. Brown said the new housing bill contains a provision for smaller lots to be buildable.

Consider the approval of Falmouth Affordable Housing Fund Application – 419 Waquoit Highway, Falmouth Housing Trust

Mr. Renshaw orally reviewed the item for the Board, referring to the *Agenda Item Summary Sheet*, Item number and Title: *Business 4 - Consider the approval of Falmouth Affordable Housing Fund Application – 419 Waquoit Highway, Falmouth Housing Trust* in the Select Board packet. He recommended approval

Laura Moynihan, with the Falmouth Housing Trust outlined the details of the project for the Board. She said that with the acquisition of the land included with the construction, the grant would be \$150,000 per unit. She said they would file this week for the comprehensive permit. She said the project would address the funding criteria of the FAHF. Atty. Moynihan used a site plan and other diagrams and photos during her presentation.

Mr. Mascali asked if a person who met income eligibility would be able to assume an 80% mortgage. Ms. Moynihan said yes. He also asked if there were any assistance for a down payment. Ms. Moynihan said it would depend on the mortgage loan program the buyer qualified for, but local mortgage lenders have experience working with buyers of affordable housing. She said all buyers need to have 3% cash down, which is a state requirement.

Ms. Goldstone asked if deed restrictions carry through to subsequent sales. Ms. Moynihan said yes, and explained how down the road, increases in the market value of the home are not captured by the seller. The home remains restricted in perpetuity, and not a lot of market equity is returned to the seller on resale.

Mr. Brown noted that the cost is at the top of the FAHF funding range but because the FHT is willing to do the denitrifying septic system and make all units affordable, the cost is justified.

Mr. Renshaw read out the proposed motion.

**Motion by Mr. Brown as read by Mr. Renshaw: Acting as Trustees of the Falmouth Affordable Housing Fund, motion to grant \$650,000 to the Falmouth Housing Trust for the construction of 5 deed restricted homes for homeownership on land located at 419 Waquoit Highway, and authorize the Town Manager to execute the documentation setting forth the terms of the financial award to the Falmouth Housing Trust**  
**Second: Mr. Mascali                      Vote: Yes – 4    No – 0**

Consider the approval of Falmouth Affordable Housing Fund Application – Scranton and Main, Scranton Main LLC (Falmouth Housing Corporation and Affirmative Investments)

Mr. Renshaw orally reviewed the item for the Board, referring to the *Agenda Item Summary Sheet*, Item number and Title: *Business 5 - Consider the approval of Falmouth Affordable Housing Fund Application – Scranton and Main, Scranton Main LLC (Falmouth Housing Corporation and Affirmative Investments)* in the Select Board packet. He said the CPC gave the project a positive recommendation.

Linda Clark from the Falmouth Housing Corp. summarized some setbacks with the project, including details about the shower enclosures, elevation change necessitating a retaining wall at the property line, and additional parking spaces (46 total spots for 48 units) due to senior citizens driving longer.

Mr. Brown noted that the FHC has obtained additional funding for the project. He also said he appreciated the explanation of the need for the extra funding.

Mr. Renshaw read out the proposed motion.

**Motion by Mr. Brown as explained by Mr. Renshaw: Acting as Trustees of the Falmouth Affordable Housing Fund, motion to grant \$216,305 to Scranton Main, LLC for unexpected expenses as outlined in the amended letter of intent dated July 22, 2024, and authorize the Town Manager to execute the documentation setting forth the terms of the financial award to Scranton Main, LLC**  
**Second: Ms. Goldstone                      Vote: Yes – 4    No - 0**

Consider vote on the Eversource Martha's Vineyard Cabling Project and Revised Project Schedule, presented on August 12, 2024

Peter McConarty, Director of Public Works, said this item will be a recap of the presentation given to the Board on Aug. 12 by Eversource. He began with a recap of the project itself. He said the infrastructure on Jones Rd. and Mill Rd. is completed. Now they are working on Surf Dr. involving the Surf Dr. parking lot and Mill Rd. parking lot, and to complete the project on schedule, Eversource is requesting an updated time schedule that will be a 7-day schedule working 12 hours a day. Mr. McConarty said noise and light mitigation will be used.

Mr. Mascali asked when the Town would receive the construction drawings. Mr. McConarty said they were working on the bikepath drawings, which will be the next project. He briefly detailed some features of that project, which he expects will start in October. He outlined the different phases/locations of that project. He also said he wants everyone to "be on the same page" with the work that is going on with the bikepath.

Mr. Mascali said he was seeking clarification when the Town might expect the construction drawings. Mr. McConarty said Philip Bert could speak to that, but said that Public Works, Eversource, and the Pedestrian and Bikepath Committee have been meeting and sharing open communication along the way. Mr. Mascali said he appreciated the collaboration.

Philip Bert from Eversource said there are two separate sets of plans; the question addresses the bikepath plans. He said a re-examination of the bikepath revealed complicated issues such as reshaping the path and maintaining tree canopy, which necessitated redrawing the plans. He said he expects them very soon.

Mr. Brown asked about a manhole. Mr. Bert said it would be paved over, but able to be emergency-accessed if necessary. An MOU is being developed where Eversource will maintain it for a determined number of years. Mr. Brown also said he was worried about the Sunday operation and asked if work could be started earlier. Mr. Bert explained the complication that exists with coordinating the Falmouth work with the Martha's Vineyard work, and that the 7-day schedule is factored into that coordination. He said that in August he was optimistic that with the 7-day schedule the completion date could be met.

Ms. Goldstone asked for clarification on the completion date. She said that in the previous August presentation, "with 7-day operation and mitigation technically through May, you were confident that you could be out by April.

Is that still what you are saying?" Mr. Bert said that risk analysis is built into contracts, so if conditions keep them from work, the time frame has been extended to account for the possibility of delay caused by factors such as weather or equipment failure. But without the delays, completion can be achieved in the shorter time frame.

Mr. Mascali asked about the effectiveness of the sound curtains. Mr. McConarty said sound curtains are typical construction practice. He said it won't be 100% but will reduce the noise. Mr. McConarty went on to say that the parking lot will be open at the end of May, not June. He also said Eversource, to help the Town, will replace the water main from Shore St. to Mill Rd., connect the sidewalk between Walker and Shore St., and take care of the drainage in that area.

Ms. Goldstone said that it is extremely concerning to hear the end of May for both parking lots for one of our signature beaches, and asked if there is a back-up plan in case there is a rough winter that pushes things into June. Mr. McConarty said he would leave that to Eversource the way they'll work that, but he said both parking lots have to be open in May for the beaches." Ms. Goldstone asked how to guarantee that. Mr. McConarty said that there is verbiage in the MOU for 7 days with approval, so with approval, they need to be done second week in May, cleaned up and out of there.

Mr. Brown asked if there were any way Falmouth could be done first. Mr. Bert said that on the Vineyard side, existing environmental regulations on the parcels in question require that work start there. Mr. Brown asked what the regulations are. Barb Schneider, with her "beach chair hat on," asked if both parking lots would be worked on at the same time. Mr. Bert said yes. Ms. Schneider said, "So there is no way to make sure the Surf Dr. parking lot is done in April." Mr. Bert said the project manager or contractor could better speak to the engineering question regarding timing. He again said there is an extensive period of risk built into the contract to account for the unknowns. He said the MOU said "we could go around the clock with agreement from the Town," but they did not want to do that. Ms. Schneider said when May was brought into the equation, that's the first time they thought they could be in trouble using the bath house and parking lot. She again raised the question of starting earlier. She said at the same time, the Town is facing the Menauhant Beach situation, "the double whammy on both ends of that shoreline."

Peter McConarty offered an option. He said to allow Eversource to do 7 days a week starting in December to be out by April. There may be a time, he said, when they "may need to do 24 hours of time if you want to get them out of there in May." He said they would need approval to do that. He said they are asking for 7-day operation at 12 hours a day now, but there may come a time in order to be out by the end of April "there might be a 24-hour at some point in time." Maybe they could front load it and do the 24-hour in January and February before it gets crowded, Mr. McConarty said.

Mr. Brown said he can see now that the 7-day is important. Ms. Goldstone said she is thinking about the date restrictions.

Brief Board discussion ensued about how to proceed. Mr. Renshaw suggested possibly drafting an amendment to the MOU to stipulate the work hours and dates of completion. Town Counsel Maura O'Keefe said she would need to review the existing agreement to see what could be added. Acting Chair Zylinski said that Town Counsel's input would be necessary to get any assurances from Eversource to decide on an amendment. Mr. Renshaw again said it was important to have the time to put dates into the agreement and memorialize it.

Mr. Mascali said first we need to hear from Eversource, and said he was interested to know what the restrictions are on Martha's Vineyard that are so insurmountable that Falmouth has to take second fiddle to it, and would like to hear that at the next presentation.

Mr. McConarty said again that the verbiage in the MOU says Eversource can do this with permission from the Town. Acting Chair Zylinski said Town Counsel needs to look at it so the Board would know what it was signing off on. Mr. Brown said he would like to hear the engineering reasoning why we can't adjust the schedule. He added that this is all happening in a spirit of cooperation and was sure it could be worked out. Mr. McConarty said they would come back at a future date.

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

Peter Johnson-Staub presented the information to the Board using slides containing a summary of the issue, its history, financial data regarding the country club management, information regarding future costs. He said the Town's financial goal is to have the revenue generated by the golf course to cover all its costs, a goal which has not been achieved for most of the lease to date, although for the past 3-4 years (due to spike in interest in golf due to the

pandemic), the revenue has covered costs. He said they are looking for a stable long-term relationship that is mutually beneficial for the operator and the Town. He said the recommendation is for a 25-year lease with a 5-year renewal term. He included reasons why the long-term lease is preferred, explained selected minimum requirements of the lease and RFP, outlined selection criteria, and reviewed financial terms.

Mr. Johnson-Staub also outlined the review process and future timeline of the golf course issue. He said he wished the Board had more time to look at this information, but delay might have meant diminishing the likelihood of getting multiple competitive bids.

Mr. Mascali expressed concern over the constrained time frame, saying he commended Mr. Johnson-Staub and the golf advisory committee for their efforts and for getting this done, but said it should have happened well in advance of tonight's meeting, that he is prepared to vote no against this, and that he still has major questions. One is the 25-year term of the lease. Another is no time frame for when the capital improvements are to be made by the operator. Because there is a lot to digest in this document, Mr. Mascali said that is why he is going to vote no tonight.

Mr. Mascali asked a specific question related to p. 36, Article 21 (Rent and Payment) of the Draft Lease and Management Agreement. He asked Mr. Johnson-Staub about the 2% escalation per year and if there were a provision to that. Mr. Johnson-Staub said that the base rent is escalated by 2% per year. Mr. Mascali then said again that there is a provision to that and read aloud language from Article 21. Mr. Mascali's second question was about the threshold amount: at one place it is set at \$1,420,000 and then at other places in the documents it seemed as if it were going to change.

Mr. Johnson-Staub returned to the first question and said that Mr. Mascali is correct and that he would make it clearer in the RFP to match the lease. He then explained the reasoning behind the lease language. Mr. Mascali said that he mentioned these questions only to show that it is being done too quickly and that more time is needed to digest all this information. He again said he does feel strongly about the capital improvements and that the operator doesn't have to do anything about them until year 20.

Ms. Goldstone asked about the capital expenditure strategy and would like clarification there. She also asked about the significance of declaring the property surplus in order to put it out for an RFP.

Mr. Johnson-Staub said that per procurement law, when the Town seeks to lease property, it requires a vote of the Select Board to declare the property surplus, meaning it's available for disposition. There was also clarification on the potential wastewater use on the property. To the second question regarding the capital, Mr. Johnson-Staub said it would be a shared situation, Town and operator sharing responsibility for capital improvements. He went on to explain how a 25-year lease would be advantageous in this arrangement.

Regarding when the property was purchased, Mr. Brown asked if the debt on the golf course also pays for the other 33 acres. Mr. Johnson-Staub provided information on the two funding sources when the purchase was made and what each paid for.

Public comment:

Carey Murphy, Golf Advisory Committee – said the committee had approved this – said the capital improvement thing is nebulous – listed examples of types of improvements that a golf course needs, some very costly – said he reviewed criteria for the drafts – said there are operators who know this is coming up and that this is a boilerplate process for them – said the Town's job is to get it right – said the operator is good and that the Town has been happy with them – said it is a great success story and hopes we get it right – said he hoped the Board votes this.

Troy Clarkson – was a Selectman when the country club was acquired – agreed that we have to get this right – agreed that it's important to have a document that you can consider – said the two most challenged procurements are school bus contracts and golf course management contracts – said this isn't a content issue – said the Board should take the necessary time to review the documents – said rushing the vote would be a disservice – said the provider might issue an extension.

Robert Young, Precinct 9 – was on the golf committee for nine years – said it's a successful golf course operation – said the golf fund balance is \$1.6M – said the capital funding is the hangup here – said the course is in good shape, but the biggest problem is the club house and it can't be put out to a bid with those problems – said the process is being rushed – said we need to address issues on the capital side before the vote.

Carey Murphy - said the document here is almost the original lease document when it came out – said he has concerns about the capital things but thinks they can be worked out – said the schedule is aggressive but needs to stay on track -said this is just a continuation of a document that has been used for 20 years.

Mr. Zylinski asked if Mr. Murphy thinks the document is ready to be voted on tonight. Mr. Murphy said yes, but regarding the issues with capital improvements, said the “capital is a nebulous sort of thing, it shifts, you can’t define it.” He said there are no other lease operations in the Town like the golf course. He said the administration got it right, and if the operators are concerned about numbers, they won’t bid.

Mr. Mascali said that what we’re hearing is that maybe it’s not really ready to go forward, with respect to the capital issue. Also, he said there is a report from the OIG that recommends that municipal golf course leases not extend beyond 5 years. He said Mr. Johnson-Staub had done a good job of incorporating many of the suggestions in the report into the draft, but there is still the concern of the 25-year lease. His preference is to table this and address it at the next Board meeting.

Ms. Goldstone expressed concern over delaying the issue for another two weeks considering the procurement time frame. She asked if the lease could be extended by 3 months. Mr. Zylinski pointed out how an extension would disadvantage the current operator if he were a bidder. Mr. Mascali said he does not know procurement requirements but the idea of an extension is worth exploring. Mr. Johnson-Staub explained the multiple complications involved in seeking an extension on the current lease, saying that the Town would rather not do it but would not say that the Town cannot do it.

Mr. Brown said it was a lot to take in in just a few days, but did not see anything wrong with it. And he said the wastewater discharge option has already been addressed. He said he feels comfortable with it.

Mr. Zylinski said that a lot of build out contracts are standardized, almost boilerplate. There will be refinements during the process, he said. Mr. Mascali said again he doesn’t feel there is enough obligation on the part of the operator to do capital improvements.

Mr. Renshaw offered the option of working on the draft language requiring certain specific investments and thresholds to present at the next meeting on Sept. 23. Mr. Mascali said he would support this option. Ms. Goldstone wanted to know where the two-week delay would come from. Mr. Johnson-Staub said they would move back the proposal submission deadline and the Select Board awards lease, which would shrink the time available to negotiate the lease and shrink the time the operator has to do what needs to be done regarding staff and equipment from Jan 1.

Mr. Johnson-Staub said the issue would be extended by two weeks. He and Mr. Renshaw would work on more specific language regarding the operator’s responsibility for capital improvements and the timeline for those improvements. He also mentioned the connection between prevailing wage laws and the Town having more control over capital projects, something to talk about at the next meeting.

#### Vote articles and execute warrant for November 18, 2024 Town Meeting

Mr. Renshaw orally introduced the item for the Board, referring to the *Agenda Item Summary Sheet*, Item number and Title: *Business 8 - Vote articles and execute warrant for November 18, 2024 Town Meeting* in the Select Board packet. He said there are 37 articles in total, breaking them down by category. He then orally reviewed each numbered article for the Board. Acting Chair Zylinski was noting which articles would be commented upon by people in attendance at the meeting.

The Board had questions on the following articles:

Article 15: Mr. Brown asked if information were available on the Town’s website. Mr. Renshaw said it is on the Planning Board’s webpage under Town Meeting articles.

Article 16: Mr. Mascali said he had a question on it but would get to it when appropriate.

Article 32: Mr. Mascali’s question revealed a typo in the date given when the provisions of the bylaw would go into effect.

Questions/Comment on specific articles:

Article 16

Mr. Mascali said the purpose of this change is to comport with the new state law. He said his question is about the provision that says, “Rental periods shall not be less than 6 months and weekly/monthly rentals are expressly

prohibited.” He asked if this were new language. Town Planner Jed Cornock said it is not, it is existing language proposed to remain.

Article 32:

Elizabeth Klein (public comment) – said she wished to speak in support of this article – said it’s a chance to move forward on a priority action in the housing plan – cited language from the 2014 plan citing housing as a critical need – said a significant number of rental units have been lost in the past 10 years – said this is one component of a larger strategy to make it possible for people to live here – gave demographic information noting population loss due to housing difficulties – reiterated her support of the article.

Mr. Brown said that this is short notice to have the Board talk about it and that he had asked to put it on the warrant. He said he hoped that at an upcoming meeting the Board could talk about the document and assure that the wording is appropriate. He said he hoped the Planning Board would take it up as well. Mr. Mascali agreed that it needs further review and that questions exist about it, but he is prepared to say ok to move it forward.

Erica Edwards (public comment) – said she supports the article – similar verbiage has passed in Provincetown, Truro, and Eastham, and is moving down the Cape – said this article focuses on the lost segment of people regarding housing.

Article 34:

Troy Clarkson (public comment) – compared deliberations of the Select Board and the school committee regarding hearings and opportunity for feedback from the public – said robust public discussion has not been heard on this article – referred to the technical restrictions on noise from pickleball play on private property – said the permit policy for use of private property deserves a robust discussion – said there hasn’t been enough time to go through a public review – proposed that Board exercise its authority regarding the process for review and exorcise this article from the warrant.

Acting Chair Zylinski asked if Mr. Clarkson anticipated spirited debate on Town Meeting floor about this article. Mr. Clarkson said, “Most certainly...,” but the place where the debate should commence is in this room with this Board. He said the legislative body at Town Meeting would have its debate as a result of the Board’s decision about whether or not the issue deserves to be before Town Meeting.

Mr. Mascali questioned whether Town Meeting is the best place to be making amendments from the floor on articles. Acting Chair Zylinski said that much of this gets hashed out at precinct meetings. On something of this magnitude, he said he finds it more beneficial to have the public reach out to him and debate the issue at those meetings than to have 5 Board members “banging heads about what we think we know about this.”

Mr. Mascali said this article presupposes policy decisions that this Board has never made, such as policies regarding decibel levels, for example, as well as designating the town manager to be issuing permits for play on private property. He said this is something that should have been discussed in an appropriate forum.

Barbara Schneider, pickleball working group, advisor to Town Manager with Troy Clarkson (public comment) – offered general information regarding decibel noise limits used in 17 other towns for regulations – said of the 9 MA towns, nobody has as low as what you’re proposing (47) for a decibel rating – said Centennial, CO was used to propose ours – said everybody else has a low of 50 and a high of 75 – said she had gone out early this morning with another person to measure sound at Swift and the Trotting Park proposed site, and had a hard time coming up with anything over 50, other than normal talking – at a distance of 150 feet at Trotting Park, “we couldn’t come close to this-this would have been fine what you are proposing” – said 50 would be a more normal wiggle room – said there will likely be problems asking to control private property courts with a permit when there have been no arguments with neighbors – said that is a huge overreach – said there are quiet rackets that can lower decibel levels.

Mr. Renshaw then offered a detailed explanation of the process that was used to arrive at the 47-decibel level. He said the acoustical engineer conducted sound studies of noise levels associated with pickleball from courts to the nearest residents, and said 44 decibels would be a worst-case scenario in those situations. He also referred to an article submitted to him by a member of the pickleball working group analyzing different noise coming from pickleball courts based upon the direction of play, concluding that under certain situations, decibel level can be reduced up to 5% based upon changes in the direction of play. Based upon this and other information, Mr. Renshaw said that 47 seemed a reasonable limit. He also said the community might be more supportive of 50, a number used in other communities. He concluded by saying he wanted the Board to know there was rationale and thought that went into the draft proposed article.

Laura Moynihan (public comment) – said this article is listed as “on petition of the Select Board,” meaning that the Board stands behind it – said she doesn’t understand how the Board can fully support an article in a matter of a few days – says this should have been done months ago to include full public input in hearings – said she agreed that there should be more public discussion and debate on these articles.

Ms. Goldstone commended Mr. Renshaw for tackling a big issue in his first year, acknowledging that it was a Select Board request to address this issue in an objective way. She then said she would like this article to be pulled from the warrant. She said she has the same problem about the short-term rental working group but knows there has been extensive public input and consensus on that process, so she is more likely to get on board with that. She said more time is needed to assure that this is the Board’s best work before it goes on the warrant.

Mr. Brown said he tends to agree with that. He said it seemed rushed because the Board did the entertainment license with the caveat that this would be forthcoming. He asked if it would hurt us to hold it.

Mr. Renshaw said there is no urgency and apologized for trying to rush this through a process he is relatively new at. He said it would be a challenge to site a future pickleball complex without an objective standard, so it potentially delays that project.

Barbara Schneider (public comment) – said she appreciated the work done by staff because a sound bylaw is necessary for CPA funding – suggested taking another one or two months to do the necessary work on this and get it on the next warrant along with the plan for the new complex because now we can defend the position – said they are working to get more courts and save the courts we have, including the private ones.

**Motion by Ms. Goldstone: To adopt the warrant with the removal of Article 34                      Second: Mr. Mascali**

At this point, Mr. Renshaw pointed out that there would be an amendment to Article 19 regarding the parcels, which Town Counsel then briefly explained.

**Amended motion by Ms. Goldstone: To adopt the warrant with the omission of Article 34 and amendment of Article 19 to reflect that there are two parcels to be disposed or otherwise conveyed at 0 West Falmouth Highway                      Second: Mr. Mascali                      Vote: Yes – 4    No – 0**

## 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.

### 2. Administrative Orders

- a. Consider approval of the appointment of John Dillon as the Cape & Islands Veterans Outreach Center (CIVOC) representative to the Veteran’s Council Committee
- b. Consider granting permission to withdraw \$500.00 from the Beach Donations account #28-632-5655-4830 for the Dr. David Garber “Dare to be Great” award given to a lifeguard during the annual banquet
- c. Consider granting 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.
- d. Consider the acceptance of the New England Endurance Events’ Falmouth Sprint Triathlon ‘24 donation
- e. Consider appointing a temporary Registrar in the event that an existing Registrar is unable to fulfill their duties during the Recount for the Office of Senator in the General Court in the Republican State Primary on Thursday, September 12, 2024

Michael Palmer, Town Clerk and chairman of the board of registrar of voters, said they were anticipating an order to recount the Republican State Senate District Plymouth and Barnstable Counties to be held on Thursday the 12<sup>th</sup>. To

comply with regulations, a full complement of the board of registrars is needed to sit in judgment of any challenged ballots. He suggested Catherine O'Brien Bumpus as the temporary registrar for the recount.

**Motion by Mr. Brown: To appoint Catherine O'Brien Bumpus as the temporary registrar of voters**

**Second: Mr. Zylinski**

**Vote: Yes – 4 No – 0**

**Motion by Mr. Brown: To move the Consent Agenda as narrated Second: Ms. Goldstone**

**Vote: Yes – 4**

**No - 0**

#### **TOWN MANAGER'S SUPPLEMENTAL REPORT**

None

#### **SELECT BOARD REPORTS**

**Ms. Goldstone reported on the following:**

- Attended the first meeting of the newly re-named DEIB committee last week

**Mr. Mascali reported on the following:**

- Attended the Bike and Pedestrian Committee meeting

**Mr. Brown reported on the following:**

- Attended Don Lincoln's retirement
- Attended Joe Olenick's retirement
- Met with Lt. Governor Driscoll recently

#### **ADJOURN**

**Motion by Mr. Mascali: To adjourn**

**Second: Ms. Goldstone**

**Vote: Yes – 4 No - 0**

Respectfully Submitted,  
Carole Sutherland, Recording Secretary