

**TOWN OF FALMOUTH**  
**SELECT BOARD**  
**REVISED AGENDA**  
**MONDAY, OCTOBER 7, 2024 – 6:30 P.M.**  
**LAWRENCE SCHOOL AUDITORIUM**  
**113 LAKEVIEW AVENUE, FALMOUTH, MA 02540**

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

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

1. Call to Order
2. Pledge of Allegiance
3. Proclamation – Indigenous Peoples Day
4. Recognition
5. Announcements
6. Public Comment

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

1. Fee Hearing – Discuss and vote proposed \$50.00 late fee for annual renewal of all liquor licenses effective November 1, 2024 (15 minutes)
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 (15 minutes)
3. 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, West Falmouth, continued from September 23, 2024 (15 minutes)
4. Application for One-Day, Sunday Entertainment License – Shipwrecked – Falmouth in the Fall Road Race After Party – Shipwrecked/The Heights Hotel parking lot, 263 Grand Ave. – Sunday, November 3, 2024 – 10:00 a.m. to 6:00 p.m. (15 minutes)

**7:45 p.m. BUSINESS**

1. Update – Future Vision of Falmouth Public Schools (15 minutes)
2. Update – Outfall data collection and permitting project – Amy Lowell, Wastewater Superintendent (15 minutes)
3. YMCA aquatic center project status update and discussion on a draft assignment of groundwater discharge rights agreement (15 minutes)
4. Report – Shellfish Advisory Committee (15 minutes)
5. Report – Waterways Committee (15 minutes)
6. Acting as Trustees of the Falmouth Affordable Housing Fund, reconsider Application from Bushwood 545 Main Street, LLC - Michael Galasso for \$2,400,000 for 30 units of rental housing located at 545 Main Street (15 minutes)
7. Reconsider the Eversource Martha's Vineyard Cabling Project revised project schedule and approval of a proposed amended Memorandum of Understanding (15 minutes)
8. Consider approval of a variance to Sign Code §184-32, Off Premises Signs, size and content: The Irish Goodbye Pint House, 444 North Falmouth Highway (10 minutes)

9. Consider establishing a Police Station Advisory Committee (10 minutes)

10. Vote Article Recommendations for November 2024 Town Meeting (10 minutes)

**10:00 p.m. CONSENT AGENDA**

1. Licenses

- a. Consider approval of an application for a Special One-Day Wine & Malt Liquor License – Shipwrecked – Falmouth in the Fall Road Race After Party – Shipwrecked/The Heights Hotel parking lot, 263 Grand Ave. – Sunday, November 3, 2024 – 10:00 a.m. to 6:00 p.m.

2. Administrative Orders

- a. Consider accepting a donation from Cape Cod 5 in the amount of \$500.00 to the Falmouth Police Department
- b. Consider accepting a donation from Susan F. Eaton in the amount of \$500,000.00 to the Falmouth Fire Rescue Department
- c. Consider approval of Monitoring Agreement for affordable rentals at Lighthouse Station, 533 Woods Hole Road
- d. Consider approval of a drainage easement on property located at 67 Ambleside Drive
- e. Approve warrant for State Election on Tuesday, November 5, 2024

**10:05 p.m. TOWN MANAGER'S SUPPLEMENTAL REPORT**

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

**10:15 p.m. ADJOURN**

Nancy Robbins Taylor, Chair  
Select Board

## **OPEN SESSION**

### **3. Proclamation – Indigenous Peoples Day**



## PROCLAMATION

### FALMOUTH Indigenous Peoples Day

Whereas, the 2<sup>nd</sup> Monday in October is celebrated as Indigenous Peoples Day in the United States of America, in recognition of Indigenous people as this country's original inhabitants, and

Whereas, Falmouth, Massachusetts, recognizes Indigenous Peoples Day as an important time to celebrate the rich cultural knowledge, traditions, and history and to acknowledge the important contributions of Falmouth's original people, members of the Wampanoag Tribe.

Whereas, Indigenous Peoples Day is also an appropriate time to educate the general public about the severe challenges Indigenous people throughout North America, including Falmouth, have faced both historically and in the present, and the ways in which Indigenous people have worked to overcome these challenges; and

Whereas, The land today known as Falmouth, Massachusetts, is located on the ancestral and contemporary lands of Indigenous people and home of the original people of Cape Cod since time immemorial, the Mashpee Wampanoag Tribe, the Herring Pond Wampanoag, and the Wampanoag Tribe of Gay Head (Aquinnah); without whom the building of this country may not have been possible, and for whom Falmouth holds great historical, spiritual and personal respect and gratitude for its original stewards; and

Whereas, Indigenous Wampanoag people, over the many generations, protected and preserved the landscape of Falmouth and Cape Cod, based on their traditions, customs, and ancient indigenous knowledge, rooted in their cultural belief systems that stipulates that they are protectors and stewards of the natural environment for the benefit of all;

Now, Therefore, be it Proclaimed, That The Town of Falmouth Select Board affirm the 2<sup>nd</sup> Monday in October, 2024, as Indigenous Peoples Day in Falmouth; that we honor and commit to promote appreciation, healing, reconciliation, understanding, friendship and continued partnerships with the Indigenous people in Falmouth, Cape Cod, and Massachusetts, particularly the Mashpee Wampanoag Tribe, Herring Pond Wampanoag, and the Wampanoag Tribe of Gay Head (Aquinnah).

In Witness Whereof, we have hereunto set our hand and caused the great seal of the Town of Falmouth to be affixed on this 7<sup>th</sup> day of October, 2024.

\_\_\_\_\_  
Nancy Robbins Taylor, Chair

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Robert P. Mascali

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

\_\_\_\_\_  
Heather M. H. Goldstone

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

\_\_\_\_\_  
SELECT BOARD

**Diane Davidson**

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**From:** Alice Kociemba [REDACTED]  
**Sent:** Monday, September 23, 2024 3:34 PM  
**To:** Diane Davidson; Mike Renshaw; Nancy Taylor  
**Cc:** Sandy Faiman-Silva  
**Subject:** [EXTERNAL] - Proclamation of Falmouth Indigenous Peoples Day for October 7th Select Board Meeting  
**Attachments:** DRAFT Proclamation.Sept 16 2024.edited.docx

**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.

Dear Diane, Mike & Nancy,

On behalf of the Organizing Committee for the 2024 Indigenous Peoples Day Celebration, we are asking the Select Board at its October 7th meeting to approve a Proclamation affirming that the second Monday of October be known as Indigenous Peoples Day in Falmouth.

The Organizing Committee for this celebration consists of Sandra Faiman-Silva (Coalition for Social Justice), Rev. Nell Fields (No Place for Hate - Falmouth), Chinna Mapp (Falmouth Diversity, Equity, Inclusion & Belonging Committee), Charles Evans (Falmouth Juneteenth Steering Committee and Cape Cod Pride), Ocean Eversley (Black & Indigenous artist), and Alice Kociemba (Calliope Poetry for Community). We are confirming a program of speakers, and finalizing promotional materials with additional organizations which are endorsing this event. We will send you more information as it becomes available.

The Committee cordially invites the Select Board and Town Manager to attend this celebration, *We Are Still Here: Honoring Falmouth's Indigenous First Nations People*, on Monday, October 14 at 11:30 at Peg Noonan Park (the 11:30 time will be confirmed shortly).

I've attached a draft of the Proclamation to this email and the committee looks forward to your support.

Sincerely,  
Alice Kociemba & Sandy Faiman-Silva, Organizing Committee of Falmouth's First Annual Indigenous Peoples Day Celebration

*Alice Kociemba*

Founding Director, Calliope Poetry for Community



[calliopepoetryforcommunity@gmail.com](mailto:calliopepoetryforcommunity@gmail.com)

## OPEN SESSION

### PUBLIC HEARINGS

1. Fee Hearing – Discuss and vote proposed \$50.00 late fee for annual renewal of all liquor licenses effective November 1, 2024  
**(15 minutes)**



**ITEM NUMBER:** Public Hearing 1.

**ITEM TITLE:** Fee Hearing- Discuss and consider a vote to approve the proposed \$50.00 late fee for annual renewal of all liquor licenses effective November 1, 2024

**MEETING DATE:** 10/7/2024

**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

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**PURPOSE:**

This Select Board will conduct a Public Hearing to consider voting to establish a late fee of \$50.00 for annual renewal of all liquor licenses effective November 1, 2024.

The purpose of this proposed fee is 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:**

- The Select Board was provided a first review and discussion of this item during its previous meeting held on September 23, 2024.

- 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:**

Following the public hearing, the Town Manager recommends that the Select Board vote to approve the proposed \$50.00 late fee for annual renewal of all liquor licenses effective November 1, 2024.

**OPTIONS:**

- Motion to approve the proposed \$50.00 late fee for annual renewal of all liquor licenses effective November 1, 2024, as presented.
  
- Motion to deny the approval of the proposed \$50.00 late fee for annual renewal of all liquor licenses effective November 1, 2024.
  
- Some other Board defined alternative.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

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

N/A

**TOWN MANAGER COMMENTS:**

Following the public hearing, the Town Manager recommends that the Select Board vote to approve the proposed \$50.00 late fee for annual renewal of all liquor licenses effective November 1, 2024.

*Michael Renshaw*

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Town Manager

10/1/2024

Date



**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 \$50.00 Late Fee for annual renewal of all liquor licenses in the Town of Falmouth.

Nancy Robbins Taylor, Chair  
Select Board

*Publication Date: Friday, September 27, 2024, Falmouth Enterprise  
Account #: 2056*

**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 \$50.00 Late Fee for annual renewal of all liquor licenses in the Town of Falmouth.

Nancy Robbins Taylor, Chair  
Select Board

September 27, 2024

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.

<i>**n/a refers to "not available"; not all information was found</i>					
	<u>BOURNE</u>	<u>BARNSTABLE</u>	<u>MASHPEE</u>	<u>SANDWICH</u>	<u>FALMOUTH</u>
<u>LICENSE TYPE</u>					
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.

## 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 **(15 minutes)**



## 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

**MEETING DATE:** 10/7/2024

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

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

**ATTACHMENTS:** Corrected Public Hearing Notice (September 20, 2024 and September 27, 2024); Wetland office Procedure; Application for Permit to Fill, Dredge, or Otherwise Alter Wetlands, dated August 28, 2024; MA DEP WPA Form 5- Order of Conditions; Falmouth Conservation Commission Findings, Standard and Special Conditions; Certified Abutters Listing; Site Plans for Proposed Dock, Falmouth Engineering

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### PURPOSE:

The Select Board will conduct a Public Hearing for the purpose of considering the approval of an 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, in East Falmouth.

### BACKGROUND/SUMMARY:

- Falmouth Engineering filed Notice of Intent on half of the owners, Eric and Sabina Hamre, for approval to construct a private recreational dock.
- The application proposes to construct a fixed pier that would extend

- approximately 76 feet seaward of mean high water into Green Pond.
- The project includes the placement of six 6" by 6" posts, support timbers, decking, and railings; the pier will consist of a main walkway, with a 6 foot by 16 foot "T" section at its seaward end.
  - The Falmouth Conservation Commission reviewed the application and granted permission, with conditions (see attached) to construct and maintain the dock in accordance with the plans submitted by Falmouth Engineering.

**DEPARTMENT RECOMMENDATION:**

Following the public hearing, the Town Manager recommends that the Select Board approve the application submitted by Falmouth Engineering on behalf of Eric and Sabina Hamre, to construct a fixed pier that will extend approximately 76 feet seaward of mean high water into Green Pond, located at 218 Acapesket Road, in East Falmouth.

**OPTIONS:**

- Motion to approve the application submitted by Falmouth Engineering on behalf of Eric and Sabina Hamre, to construct a fixed pier that will extend approximately 76 feet seaward of mean high water into Green Pond, located at 218 Acapesket Road, in East Falmouth, as presented.
- Motion to deny approval of the application submitted by Falmouth Engineering on behalf of Eric and Sabina Hamre, to construct a fixed pier that will extend approximately 76 feet seaward of mean high water into Green Pond, located at 218 Acapesket Road, in East Falmouth.
- Some other Board defined alternative.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

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

N/A

**TOWN MANAGER COMMENTS:**

The Town Manager recommends that the Select Board approve the application submitted by Falmouth Engineering on behalf of Eric and Sabina Hamre, to construct a fixed pier that will extend approximately 76 feet seaward of mean high water into Green Pond, located at 218 Acapesket Road, in East Falmouth.

*Michael Renshaw*

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Town Manager

10/1/2024

Date



# TOWN OF FALMOUTH

Office of the Town Manager & Select Board

59 Town Hall Square, Falmouth, Massachusetts 02540

Telephone: (508) 495-7320

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

## 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.*

# New Option Proposed For School Merger

By KATIE NELSON

One week after the school administration unveiled big plans to possibly close the Morse Pond School, reconfiguring class and school structures in other buildings, and creating a new preschool in what is now the Teaticket Elementary School, a new option has been added to the mix.

The new option is an attempt to mitigate the possibility of overcrowding at East Falmouth Elementary if all of Teaticket's students are moved there. The idea, presented by Superintendent Lori S. Duerz at Tuesday's school committee meeting, is to put East Falmouth and Teaticket kindergartens at Teaticket along with the all-day preschool.

If this proposal is accepted, East Falmouth Elementary and North Falmouth Elementary

would educate students in grades 1-4 or 5. The proposed plans require students and staff to either move schools quickly, all at once in one year, which Dr. Duerz has admitted will be "right." Or, the community could opt for a slower transition, moving one grade per school year for the next three to four years. It would start with kindergarten at the beginning of the 2025-26 school year and finish with 4th grade in the 2028-2029 school year.

During the past week, many parents have the same question: What is the rush? Some parents, including those at Parker Road, are calling for a pause in approving a plan by the end of this year.

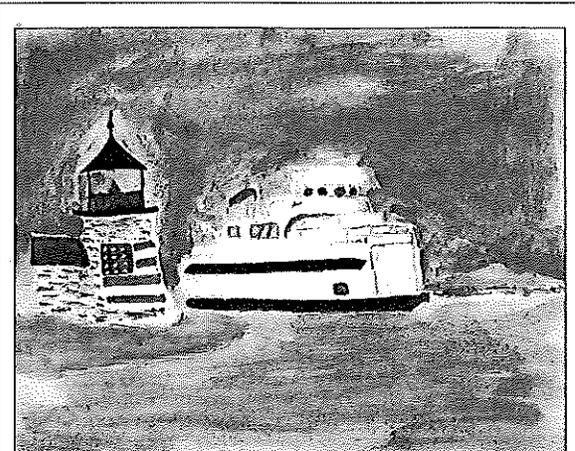
Deanne M. Rockwood, assistant teacher at Teaticket, addressed the committee last week, urging them to take more time

to consider other options. Ms. Rockwood asked the school committee to reconsider the idea of redistricting rather than moving grades around and closing buildings.

"Community problems demand community solutions," Ms. Rockwood added.

Dr. Duerz agreed with this sentiment. She said that it is why the district is hosting a slew of community forums, for "learning ways of making this easier and more successful."

The building needs committee will meet every other week to discuss options until December 4. After considering proposed options and community input, the building needs committee will present its recommendations to the school committee. The school committee is expected to deliberate and vote on December 10.



This work by Falmouth High student Raelyn Forsy was selected as one of the winners in the Steamship Authority's annual art contest for students in grades kindergarten through 12. The winning works will be showcased in the Authority's 2025 calendar and in poster form onboard the ferries this fall and winter. Approximately 50 students submitted original artwork inspired by the theme "Sail into Imagination," which encourages students to celebrate their shared heritage of the sea. A limited quantity of calendars will be available for pickup at Steamship Authority terminals starting in December.

# Select Board Settles On Golf Course Lease

By DEVIN ANKENY

The select board this week approved the terms of a revised 25-year lease for the Falmouth Country Club.

The new lease will be included in a request for proposals, seeking an operator for the town-owned facility.

The vote, which was 4-1, came after a two-week delay. In its last meeting, board members raised concerns about the lease, particularly regarding its 25-year term and the capital expenditures the operator will be required to make.

As of the new year, current operator, Troon, will complete its current lease with the town to operate the golf course and country club. Should the town be successful in its proposal process—be it Troon or another bidder—starting January 1, the course and club will have an operator in place for the next 25 years at least.

Assistant Town Manager Peter K. Johnson-Staub said the new version of the lease mandates

that the operator make capital improvements within the first 10 years, preventing the possibility that an operator would refuse to make improvements.

The minimum amount that must be spent on capital improvements will be set in a later year until the proposals from potential operators have been submitted and one is chosen.

Also different in the new lease is a 20 percent decrease in the rent, from \$500,000 per year to \$400,000 for the first year. After that, there would be a 2 percent yearly increase, assuming the operator makes 2 percent more in revenue that year.

This, Mr. Johnson-Staub said, was to offset the requirement put onto the operator to make the capital improvements sooner.

Robert P. Mascali, a select board member, said this decrease in rent is a relief, as it was coupled with a hike 10 years down the road. He said he wanted to see a higher base rent rate at the

10-year mark.

Mascali also took issue with the 25-year term of the lease, saying it was too long and he also took issue with the increase to the "revenue share threshold." Increasing that threshold means the operator will take in a larger share of the total earnings at the course.

The revised threshold is \$1.75 million for the operator in a year, which is up more than 25 percent from the original amount.

The two-week delay also gave the select board more time to review the lease document.

In its meeting earlier this month, member Heather M. Stone had said she wanted more time with the document that the board received less than a week before they met.

Under the approved language, the lease term is 25 years with an opportunity to re-up for five more years.

A request for proposals is expected to be sent out next week.

# Coast Guard Looks To Replace Beacon Off Woods Hole

By TAO WOOLFE

The Falmouth Conservation Commission this week heard a request from the US Coast Guard to replace a deteriorated navigational device off the coast of Woods Hole.

Christine Perron, of New York-based engineering firm McFarland and Johnson, told the commissioners on Wednesday that the "roadway day beacon" at Woods Hole is in "terrible condition" and must be completely replaced.

It is one of 10 navigational

aids that must be repaired or replaced, Ms. Perron said. It will cause disturbance along 189 square feet of coast, she added, and because the work could disturb nesting terns, measures must be taken to protect the endangered birds.

Consulting engineer Daniel Del Tufo said the tripod replacement buoy will be made of steel. The marker will be drilled into the ocean floor and grouted into place. It should last some 30 years, the engineer said.

Day beacons typically mark

channels whose key points are marked by lighted buoys. They may also mark smaller navigable routes in their entirety. They are the most common navigation aid in shallow water, as they are relatively inexpensive to install and maintain.

The commission did not vote on the matter, because the engineering firm had not yet acquired permits from the Massachusetts Natural Heritage and Endangered Species Program.

The hearing was continued until Wednesday, October 2.

# Municipal Legal Notices

## Falmouth Zoning Board of Appeals Notice of Public Hearing For October 11, 2024

Notice is hereby given of the following Public Hearings to be held on the Zoning Board of Appeals for a Comprehensive Permit pursuant to Chapter 40B to demolish the existing dwelling and replace with the (3) single-family dwellings, 41 units to be affordable. The subject property is 419 Wyequah Highway, East Falmouth, MA.

**0055-24 West Falmouth Estates, LLC, 11 North Falmouth Highway, North Falmouth**

**0057-24 Falmouth Housing Trust, LLC, 200 West Falmouth Street, Falmouth**

**0058-24 West Falmouth Estates, LLC, 11 North Falmouth Highway, North Falmouth**

## 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 pm, to establish and promulgate a fee, which will become effective as of November 1, 2024, for a \$50.00 fee for annual renewal of all liquor licenses in the Town of Falmouth.

Notice is hereby given that the Town of Falmouth Select Board will hold a public hearing on the proposed fee on Monday, October 7, 2024, at 6:45 pm.

## NOTICE TO BIDDERS

The Town of Falmouth Manager acting on behalf of the Falmouth Waterways Commission will accept sealed bids for the **State Road 1A Rehabilitation**.

Bids will be received in the Office of the Town Manager, 59 Town Hall Square, Falmouth, MA 02540 on or before the following time and date: 10:00 AM on October 23, 2024, at which time and place the Bids will be publicly opened and read.

The work consists of the Great Harbor Ramp Rehabilitation and the plan prepared by Cape & Islands Engineering, Inc. dated March 8, 2023, and consisting of 1 sheet. The Bidder agrees to begin construction of the work by December 2, 2024.

10:00 AM in the Select Board meeting room.

A deposit of a non-refundable \$25.00 in cash, money order, bank treasurer's check or certified check payable to the Town of Falmouth will be required for 1 set of the Contract Documents.

Bidders requesting Contract Documents by mail shall include an additional non-refundable treasurer's or cashier's check, payable to the Town of Falmouth, MA in the amount of \$15.00 per set to cover costs of handling and mailing.

General Bids must be accompanied by a bid deposit. The amount of the bid deposit shall be an amount of 5 percent (5%) of the Bidder's maximum total bid price, payable to the Town of Falmouth, MA. The bid security will be retained until the successful bidder has executed the contract with the Town, whereupon it will be returned. If the bidder fails to execute the contract within 30 calendar days of the Notice of Award, the Town may annul the award and the bid security will be forfeited.

Bidders may not withdraw their bids for a period of 100 calendar days, after the actual date of the opening of the bids.

The successful Bidder must furnish a 100 percent (100%) Construction Performance Bond and a 100 percent (100%) Construction Payment Bond with a surety company licensed to do business in the Commonwealth of Massachusetts.

Wage rates for this Project are subject to the minimum wage rates as per M.G.L. Chapter 149, Section 26 to 27D inclusive.

The bidding and award of this Contract will be under the provisions of M.G.L. Chapter 33, Section 35M.

Bidders should indicate their intent to comply with the Town of Falmouth's Supplemental Equal Employment Opportunity, Anti-Discrimination and Affirmative Action Program.

The Town reserves the right to waive any informality in or reject all bids, or to accept the Bid deemed to be in the best interest of the Town of Falmouth.

Project: Quaker Road Monopole (COG File # 24031)

Project Applicant: Veres Towers, LLC  
Property Owner: Roman Catholic Bishop of Falmouth  
Project Location: 481 Quaker Rd, North Falmouth, MA 02556  
Map Parcel Map 12, Block 06, Lot 001-010  
Project Description: The applicant is proposing a new 120-foot tall monopole for wireless cell service, within 48 ft by 58 ft fenced compound.

Note: The hearing will be held virtually, pursuant to Chapter 20 of the Acts of 2021, as amended by Chapter 2 of the Acts of 2023. The public can join and participate in the meeting using one of the following methods: Online by clicking on the following zoom meeting link: <https://zooomm.com/join/24031>

Participants wishing to speak should call the "Raise Hand" icon on the lower toolbar to notify the chair. A list of recommended participants access materials in advance of the meeting.

All interested persons will have an opportunity to comment at the hearing. Written comments may also be submitted by mail to the Cape Cod Commission, P.O. Box 228, 3225 Main St, Barnstable, MA 02530 or using the forms located at <https://capecodcommission.org>.

The DRI application including a map showing the location of the subject property and other project materials may be accessed for review at [www.capecodcommission.org](https://www.capecodcommission.org) and also available for public inspection at the Commission's office during normal business hours.

Reasonable accommodations for people with disabilities are available upon request. Please contact the Cape Cod Commission at (508) 363-2822 at least 24 hours in advance of the meeting. For telecommunications relay service, please call (800) 438-6273. For sign language interpretation, please call (508) 744-1299 or Fax relay services at (508) 744-1299.

September 27, 2024  
**PUBLIC HEARING NOTICE**  
The Falmouth Select Board will hold a public hearing under Section 140-14.8 (Wetlands Regulations) of the Zoning By-Laws of the Town of Falmouth on Monday, October 7, 2024 at 6:45 pm in the Select Board Meeting Room, Falmouth Town Hall, 59 Town Hall Square on the application of Eric W. and Sabrina H. Hamre for permission to construct a fenced pier that will extend approximately 78 feet seaward of the pier, water into Green Pond, located at 218 Apequah 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  
September 20, 2024  
September 27, 2024

## Falmouth Zoning Board of Appeals Notice of Public Hearing For October 11, 2024

Notice is hereby given of the following Public Hearings to be held on the Zoning Board of Appeals for a special permit pursuant to section(s) 240-10.2A of the Code of Falmouth to allow the second floor of the existing, nonconforming dwelling. The subject property is 18 Green Avenue, Falmouth, MA.

**Application # 007-24 John A. March, Jr. and Carmal A. Schmitt, Applied to the Zoning Board of Appeals for a special permit pursuant to section(s) 240-10.2A of the Code of Falmouth to allow the second floor of the existing, nonconforming dwelling. The subject property is 18 Green Avenue, Falmouth, MA.**

**Application # 007-24 John S. Rudzinski, Applied to the Zoning Board of Appeals for a special permit pursuant to section(s) 240-10.2A of the Code of Falmouth to allow a third garage bay. The subject property is 224 Central Avenue, East Falmouth, MA.**

**Application # 009-24 Sid Adams, Applied to the Zoning Board of Appeals for a special permit pursuant to section(s) 240-9.5A of the Code of Falmouth to allow the existing dwelling and six (6) accommodation units, five (5) units in the existing dwelling and one (1) unit in the existing cottage. The subject property is 15 Boston Lane, North Falmouth, MA.**

**Application # 002-24 Joseph E. Della Ru, Applied to the Zoning Board of Appeals for a special permit pursuant to section(s) 240-10.2A and 240-11.3A (6) of the Code of Falmouth to construct a shed and dock structure to be a utility, nonconforming dwelling to include an expanded covered porch, window and doors increasing lot coverage by structure. The subject property is 31 Bridge Street, East Falmouth, MA.**

**Application # 002-24 Marc P. Biron and Marisa E. Biron, Applied to the Zoning Board of Appeals for a special permit pursuant to section(s) 240-10.2A and 240-11.3A (6) of the Code of Falmouth to construct a shed and dock structure to be a utility, nonconforming dwelling to include an expanded covered porch, window and doors increasing lot coverage by structure. The subject property is 31 Bridge Street, East Falmouth, MA.**

Files are available in the Office of Appeals Office at Town Hall for review by interested parties.  
September 27, 2024  
October 4, 2024

**TOWN OF FALMOUTH SELECT BOARD NOTICE OF PUBLIC HEARING**  
Notice is hereby given under Chapter 149 Section 163A of the General Laws as amended by Chapter 219 of the Acts of 1995 and amendments thereto, that Shپردرک LLC located at 263 Grand Avenue, Falmouth, MA has applied for a One-Day/Sunday Enforcement License for an event to be held in the parking lot of Shپردرک and the Heights Hotel, 263 Grand Avenue, on Sunday, November 3, 2024, between 10:00 a.m. and 6:00 p.m.

A hearing on the above application will be held in the Select Board Meeting Room, Falmouth Town Hall on Monday, October 7, 2024, at 6:45 pm.

Comments may be sent to selectboard@falmouth.gov.

Per order of the Select Board.  
**LICENSING BOARD**  
Nancy Robbins Taylor  
Edwin P. Zyzanski, II  
Douglas C. Brown  
Robert P. Mascali  
Heather M. H. Goldstone

September 27, 2024

## NOTICE REQUEST FOR PROPOSALS Falmouth Country Club Lease and Management Agreement

The Town of Falmouth is seeking sealed proposals for a Twenty-Five (25) year term starting January 1, 2025 for a Golf Facility Operations Company that will provide a full range of management services through a lease at the Falmouth Country Club. Upon review of performance after the twenty-fifth year, the contract may be extended for another five years.

Proposals will be accepted at the office of the Town Manager, 59 Town Hall Square, Falmouth, MA 02540 until 2:00 pm, November 4, 2024. Sealed proposals must be prepared and submitted in strict accordance with the instructions and requirements contained in the request for proposals. Specifications, information to respondents, and proposal forms are available online at <https://www.falmouth.ma.gov/bids.aspx> or by email to [selectboard@falmouth.gov](mailto:selectboard@falmouth.gov).

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

The Town reserves the right to reject any or all proposals in whole or in part, waive any informality or irregularities, and to accept any proposal or proposals deemed to be in the best interest of the Town.

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

## NOTICE TO BIDDERS

The Town of Falmouth Manager acting on behalf of the Falmouth Waterways Commission will accept sealed bids for the **State Road 1A Rehabilitation**.

Bids will be received in the Office of the Town Manager, 59 Town Hall Square, Falmouth, MA 02540 on or before the following time and date: 10:00 AM on October 23, 2024, at which time and place the Bids will be publicly opened and read.

Bid/RFP Improvements as shown on the plan prepared by Cape & Islands Engineering, Inc. dated December 15, 2022, and consisting of 1 sheet. The Bidder agrees to begin construction of the work by March 4, 2023.

Bidding Documents will be available after 10:00 AM on September 24, 2024, and may be examined and/or obtained at the Office of the Harbormaster Department, Falmouth Community, 160 Scorton Avenue, Falmouth, MA 02540. A voluntary pre-bid meeting is tentatively scheduled for October 18, 2024, at 11:00 AM in the Select Board meeting room.

General Bids must be accompanied by a bid deposit. The amount of the bid deposit shall be an amount of 5 percent (5%) of the Bidder's maximum total bid price, payable to the Town of Falmouth, MA. The bid security will be retained until the successful bidder has executed the contract with the Town, whereupon it will be returned. If the bidder fails to execute the contract within 30 calendar days of the Notice of Award, the Town may annul the award and the bid security will be forfeited.

Bidders may not withdraw their bids for a period of 100 calendar days, after the actual date of the opening of the bids.

The successful Bidder must furnish a 100 percent (100%) Construction Performance Bond and a 100 percent (100%) Construction Payment Bond with a surety company licensed to do business in the Commonwealth of Massachusetts.

Wage rates for this Project are subject to the minimum wage rates as per M.G.L. Chapter 149, Section 26 to 27D inclusive.

The bidding and award of this Contract will be under the provisions of M.G.L. Chapter 30, Section 33A.

Bidders should indicate their intent to comply with the Town of Falmouth's Supplemental Equal Employment Opportunity, Anti-Discrimination and Affirmative Action Program.

The Town reserves the right to waive any informality in or reject all bids, or to accept the Bid deemed to be in the best interest of the Town of Falmouth.

Bids are welcome from minority owned and female owned businesses.  
Office of Harbormaster  
Gregg Fraser, Harbormaster  
September 27, 2024



**PAID**  
\$75.00 CK# 20133



TOWN CLERK  
AUG 28, 2024 PM 12:46

RECEIVED

***APPLICATION FOR PERMIT TO FILL, DREDGE OR  
OTHERWISE ALTER WETLANDS***

Filing under Section 240-77 (Wetland Regulations) of the Falmouth Zoning By Law

***PROPOSED DOCK***  
***218 ACAPESKET ROAD***  
***EAST FALMOUTH, MASSACHUSETTS***

Prepared for:

Eric and Sabina Hamre

Prepared by:



**Falmouth Engineering, Inc.**  
17 Academy Lane, Suite 200  
Falmouth, MA  
02540

## **TABLE OF CONTENTS**

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**ATTACHMENT C – ORDER OF CONDITIONS 25-4957**

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**APPLICATION TO FILL, DREDGE, FILL, OR OTHER ALTER WETLANDS**

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TOWN OF FALMOUTH  
BOARD OF SELECTMEN

APPLICATION FOR PERMIT TO DREDGE, FILL OR OTHER ALTER WETLANDS  
(As required under Section 240-77 (Wetland Regulations) of the Zoning Bylaw)

To the Board of Selectmen  
Falmouth, MA



TOWN CLERK

AUG 28, 2024 PM 12:46  
RECEIVED

The undersigned hereby applies to the Board of Selectmen as required by Section 240-77 of the Zoning Bylaws, for a permit to alter, as indicated below, the following described premises:

OWNER: Eric W. & Sabina H. Hamre 4326 Via Verde Cypress, CA 90630  
(full name) (address)

AGENT: Falmouth Engineering, Inc. 17 Academy Lane, Ste. 200 Falmouth, MA 02540  
(full name) (address)

APPLICANT: Same as owner  
(full name) (address)

1. Location of Property: Map 40 Section 04 Parcel 007 Lot 247  
Street Name and House Number 218 Acapesket Road

2. Body of water, marsh or stream affected: Green Pond

3. Description of property and project site: Single family home with associated appurtanances located within a fully developed residential area on Green Pond

a. Dimensions, Acreage of total parcel: 32,800 S.F.

b. Length of water marsh frontage: 150'

c. Dimensions of area to be dredged: N/A Depth N/A

d. Dimensions of area to be filled: N/A

e. Volume of dredging spoil to be moved: N/A

APPLICATION FOR PERMIT TO DREDGE, FILL OR OTHERWISE ALTER WETLANDS  
(As required under Section 240-77 (Wetland Regulations) of the Zoning Bylaw)

Disposition of Spoil: N/A

f. Describe proposed riprap or bulkheading, if any: N/A

g. Other (docks, piers and etc.) Rebuild the existing licensed ramp and float into an entirely fixed pier.

h. Method (equipment to be used) for proposed work: Barge supported crane

4. Purpose of proposed work: Non-commercial docking & access to navigable waters.

5. Zoning which governs area: RC

6. Date of application for permit to dredge or fill from the Commonwealth of  
Mass. N/A Army Engineers N/A

7. Has a permit ever been approved or refused for this location by State,  
Federal or Local Authority? Order of Conditions 25-4985

8. Remarks \_\_\_\_\_

9. Project Summary for legal notice: The Applicant proposes to construct a fixed pier  
that will extend approximately 76 feet seaward of  
mean high water into Green Pond.

Owner: Eric W. & Sabina H. Hamre

4326 Via Verde Cypress, CA 90630

(Name & Address)

TEL #:

Agent: Falmouth Engineering, Inc.

17 Academy Lane, Ste. 200

Falmouth, MA 02540

(Name & Address)

TEL #: 508.495.1225

Applicant: Same as owner

(Name & Address)

TEL #:

DO NOT WRITE BELOW THIS SPACE, FOR SELECTION'S OFFICE USE ONLY

**ATTACHMENT A**

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**PROJECT NARRATIVE**

---

## **ATTACHMENT A - PROJECT NARRATIVE**

---

### **Introduction and Project Overview**

Falmouth Engineering Inc. has filed this Notice of Intent (NOI) application on behalf of Eric and Sabina Hamre (The Applicant) for permission to construct a private recreational dock. The Applicant proposes to construct a fixed pier that will extend approximately 76 feet seaward of mean high water into Green Pond. Included in this construction project is the placement of sixteen (16) 10-inch diameter piles, six (6) 6" by 6" posts, support timbers, decking, and railings. The pier will consist of a main walkway, with a 6' by 16' "T" section at its seaward end. The project meets or exceeds all performance standards, applicable under section 240-77 (Wetland Regulations) of the Falmouth Zoning By Law.

### **Existing Conditions**

The lot consists of approximately 32,800± square feet of land in a densely developed residential area of East Falmouth (refer to Figure 1-Site Location Map). A single-family residence occupies the central portion of the site. Other residential properties lie to the north and south of the site.

Green Pond is located directly east of the site. A moderately sloping coastal bank rises up to a lawn area at the top of the coastal bank.

### *Regulated Wetland Resource Areas*

All coastal resource areas within 100 feet of the proposed project facilities have been identified and appropriately located in the field. Adjacent resource areas include land under the ocean, land containing shellfish, salt marsh, coastal bank, and land subject to coastal storm flowage. The attached plan shows each of the resource areas that have been identified in the project area.

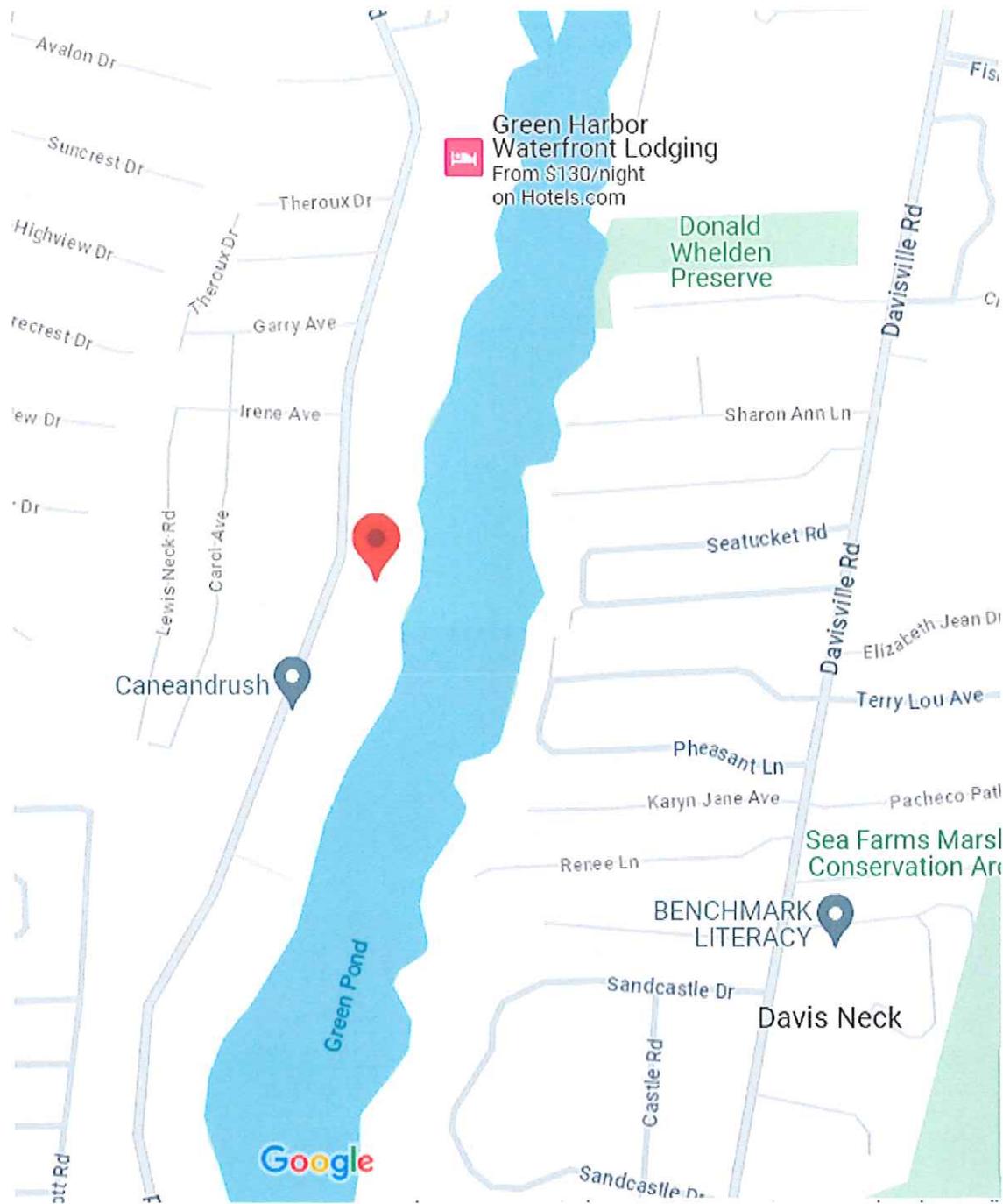


FIGURE 1- SITE LOCATION  
MAP

218 ACAPESKET ROAD

### *Estimated Habitat and Protected Species*

Information published by the Massachusetts Division of Fisheries and Wildlife, Natural Heritage and Endangered Species Program indicates that the proposed dock construction is not located within Estimated Habitat of Rare Wetlands Habitat and Priority Habitat.

### **Proposed Project**

The project involves the construction of a dock in Green Pond. Included in this construction project is the placement of sixteen (16) 10-inch diameter piles, six (6) 6" by 6" posts, support timbers, decking, and railings. The pier will consist of a main walkway, with a 6' by 16' "T" section at its seaward end. The project meets or exceeds all performance standards, applicable under the state 240-77 (Wetland Regulations) of the Falmouth Zoning By Law.

All pilings will be driven by a barge supported pile driver. The barge will float at all times during the pier construction.

Pier construction will take place in and above land containing shellfish, land under the ocean, salt marsh, and coastal bank. The pier will be constructed using a barge that will operate from Green Pond. All staging, cutting, and prep work will be done on the barge.

### **Anticipated Impacts to Resource Areas**

#### *Anticipated Impacts*

The proposed pier occupies a total area of approximately 544 square feet, of which approximately 370 square feet is seaward of mean high water. The potential impacts anticipated include those resulting from degradation of habitat as a result of shading and/or construction impacts.

The pier is proposed as an elevated structure with direct contact with the substrate only at the pile installation points. All of the proposed 10-inch diameter timber piles will be installed in land under the ocean. The pier has been designed to be installed bridge the salt marsh. No pilings or posts will be installed in the salt marsh.

The timber piles will be driven using a barge-mounted pile driver equipped with a vibratory hammer. Pile installation will directly impact approximately 7.5 square feet of land under the ocean.

### *Proposed Mitigation*

The pier bridges the salt marsh, Land Containing Shellfish and Land Under the Ocean. To prevent shading impacts, the pier will be constructed using a decking to allow 50% ambient light penetration in areas spanning these wetland resource areas. The structure will also be elevated 6' above salt marsh, in accordance with Division of Marine Fisheries standards ensure that the potential shading impacts are effectively mitigated. This elevation will also allow for public access.

Densities of shellfish are less than 1 shellfish per 9 square feet. No impacts to areas of significant shellfish are anticipated. Since there are no significant densities of shellfish within 50' of the proposed mooring field, shellfish mitigation is not required.

## **5.0 Compliance with Applicable Performance Standards**

The Massachusetts Wetland Protection Act regulations allows for the construction of water-dependant structures within wetland resource areas provided that the design and construction of the structure is in accordance with the best available measures so as to minimize adverse effects (310 CMR 10.27(6)). The Massachusetts Department of Environmental Protection, Bureau of Resource Protection, Wetlands and Waterways Program has published specific design standards for small pile supported docks and piers (DEP, 2003), which are specifically intended to minimize adverse impacts resulting from the installation and maintenance of such structures. The proposed dock meets or exceeds each of these design standards.

Other design requirements for docks and piers are found under the Falmouth Wetland Regulations at FWR 10.16 (1) (d) (1-10) (Design Specifications and Performance Standards for Docks and Piers in Recreational Harbors) and at FWR 10.16 (1) (h)(1-7) (General Requirements and Prohibitions all Docks and Piers). Other relevant performance standards are addressed at FWR 10.34 (5) (Land Containing Shellfish).

The proposed pier satisfies each of the locally established performance standards as summarized below.

### **5.1 Design Specifications and Performance Standards for Docks and Piers in Recreational Harbors (Falmouth Wetland Regulations 10.16 (1) (d) (1-10))**

- 1 Docks shall not exceed one hundred feet in length beyond mean high tide, or one hundred feet in length beyond the landward edge of salt marsh, or otherwise prohibit or unreasonably impede legitimate passage along a beach or through navigation over the waters for recreational or aquiculture purposes;*

The proposed dock extends 76 feet seaward of the mean high water line and 82' from the landward edge of salt marsh. The fixed pier is elevated a more than five feet above the mean high water elevation at the shoreline to permit lateral access along the waterfront. Therefore, the proposed pier complies with this performance standard.

2. *To keep disturbance of the bottom minimal at all times during both construction and use, the water depth at the end of the dock shall be a minimum of three feet at the time of mean low water;*

The water depth at the end of the proposed dock is over 3 feet at mean low water. Therefore the proposed pier complies with this performance standard.

3. *The area of the terminal "L" or "T" shape in a fixed dock, or the float, or combination thereof, shall not exceed one hundred square feet;*

The "T" section at the end of the proposed pier measures 6' by 16' for a total area of 96 square feet. Therefore, the proposed pier complies with this performance standard.

4. *The design and construction shall not interfere with recreational intertidal access;*

The proposed fixed pier structure is elevated a more than five feet above the mean high water elevation to permit lateral access along the shoreline. Therefore, the proposed pier complies with this performance standard.

5. *No portion of the dock or pier may be closer than ten feet from the property boundary or extended property boundary line into the intertidal and tidal zones;*

The proposed pier is located 29' from the extension of the southerly property line and more than 100' from an extension of the northerly property line, therefore the proposed pier complies with this performance standard.

6. *Floating docks shall be fixed by piers using a hoop roller or other approved design fastening system;*

The proposed pier is a fixed structure, and does not have any floating components. Therefore, the proposed pier complies with this performance standard.

7. *The landward approach to a dock shall not harm vegetation on a coastal wetland, freshwater wetland or coastal bank (a marsh shall be crossed by a raised walkway, and coastal banks must be preserved by the use of suitable stairs);*

The pier will be accessed by a 4' wide walkway that extends from the top of coastal bank, over the wetland resources. No disturbance to any wetland vegetation is proposed. Therefore, the proposed pier complies with this performance standard.

8. *An area where the float(s), if any, will be stored shall be designated on the plan;*

The proposed pier is a fixed structure, and does not have any floating components. Therefore, the proposed pier complies with this performance standard.

9. *Except for floating portions of a dock, the decking surface shall not reduce normal ambient light, i.e. sunlight, by more than 50 percent over salt marsh and bordering vegetated wetland;*

Thru-flow decking will be used in all areas. Thru-flow decking allows for 50% sunlight penetration. Therefore, the proposed pier complies with this performance standard.

10. *The maximum horizontal foot-candle level as measured directly below each complete lighting unit shall not exceed 0.2 foot-candles.*

Proposed lighting will not exceed two-tenths (0.2) foot-candles as measured directly beneath each unit. Therefore, the proposed pier complies with this performance standard.

**General Requirements and Prohibitions all Docks and Piers (Falmouth Wetland Regulations 10.16 (1) (h) (1-7))**

1. *No new dock or pier or extension of an existing dock or pier may be constructed in any portion of FEMA designated velocity zone (V-Zone) unless the applicant demonstrates that there will be a public benefit from the project. The commission shall weigh the potential likelihood damage and harm that any such dock or pier would cause during a storm event with the public benefit demonstrated by the applicant in determining whether the project should be allowed.*

No portion of the site is designated by FEMA as being within a velocity zone. Therefore, the proposed pier complies with this performance standard.

2. *No dock or pier shall be allowed if, within 35 feet of the area designated by the applicant as the mooring field, there are significant quantities of shellfish as defined by FWR 10.34(3) and the area has been historically used for shell fishing, or has the potential for shell fishing, and the sediment provides a viable shellfish habitat (emphasis added).*

A shellfish survey has been conducted by Megalodon. The results of the survey indicate that there are no significant quantities of shell fish within 35 feet of the mooring field, therefore the proposed pier complies with this performance standard.

3. *If, within 50 feet of any portion of the dock or pier, there are significant quantities of shellfish as defined by FWR 10.34 (3), or the area has been historically used for shell fishing, or has potential for shell fishing, or the sediments provide a viable habitat for shell fishing, the applicant shall provide a shellfish mitigation plan.*

The shellfish survey performed by Megalodon determined that there are areas containing significant densities of shellfish within 50' of the mooring field. Therefore, mitigation is required and proposed.

*No new, replacement, or substantial alteration of an existing dock or pier shall be permitted within fifty (50) feet of an area of eelgrass (Zostera marina).*

No eelgrass has been observed within 50 feet of the proposed pier. Therefore, the proposed project complies with this performance standard.

4. *No CCA-treated materials may be used to construct a dock or pier.*

No CCA-treated materials will be used in the construction of the pier. Therefore, the proposed pier complies with this performance standard.

5. *For singular ownership docks, any floating section of a dock or pier shall have a minimum water depth of three feet under all portions of the floating section of the dock or pier including times of extreme low water. This depth shall be measured as the shortest distance from any portion of the bottom of the floating section to the seabed.*

The proposed pier is an entirely fixed structure with no floating sections. Therefore, this performance standard does not apply.

#### **Performance Standards for Land Containing Shellfish (FWR 10.34 (6-8))**

6. *Any project on land containing shellfish shall not adversely affect any portion of such land or marine fisheries by a change in the productivity of such land caused by:*
  - a. *Alteration of water circulation;*

The construction of the proposed pile-supported fixed pier will have negligible impact on water circulation. The piles have been spaced to the maximum extent feasible to minimize impacts to water circulation.

*b. Alterations in relief elevation;*

No alterations in relief elevation are proposed.

*c. The compacting of sediments by vehicular traffic;*

No compacting of sediments by vehicular traffic is proposed.

*d. Alterations in the distribution of sediment grain size;*

No alterations in the distribution of sediment grain size are proposed or anticipated.

*e. Alterations in natural drainage from adjacent lands;*

No changes in natural drainage patterns are proposed.

*f. Changes in water quality, including but not limited to, other than natural fluctuations in the levels of salinity, dissolved oxygen, nutrients, temperature, or turbidity, or the addition of pollutants.*

The proposed pier has been designed to avoid and potential changes in water quality through the use of non-CCA timber, and provision of adequate water depths.

*7. Notwithstanding FWR 10.34(6), projects approved by DMF that are specifically intended to increase the productivity of land containing shellfish may be permitted.*

The proposed project is not specifically intended to increase the productivity of land containing shellfish, and therefore this performance standard does not apply.

*8. Notwithstanding FWR 10.34(6) and 10.34(7), no project may be permitted which will have any adverse effect on habitat of rare species.*

Information published by the Massachusetts Division of Fisheries and Wildlife, Natural Heritage and Endangered Species Program (Natural Heritage Atlas, 2006) indicates that the proposed pier construction is not located within Estimated Habitat of Rare Wetlands Habitat and Priority Habitat.

## **6.0 Summary**

The existing wetland resources, potential project impacts, and proposed mitigation measures associated with this pier construction project have been fully documented in the Notice of Intent submission. The project meets or exceeds all applicable

performance standards and should therefore be reviewed favorable by the Falmouth Select Board.

**ATTACHMENT B**

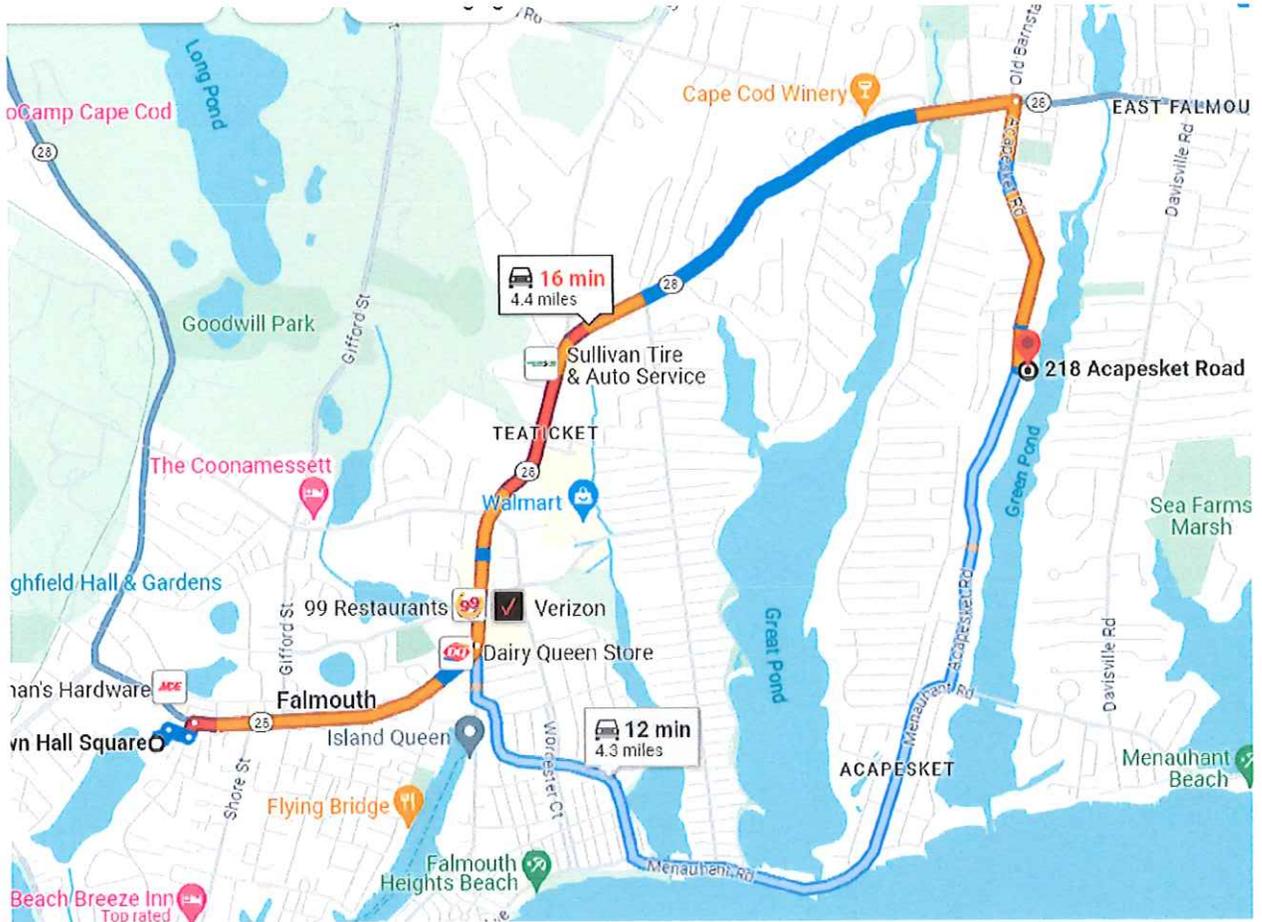
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**DRIVING DIRECTIONS TO SITE**

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## Driving Directions to Site

From Town Hall, turn right onto Main Street and follow to Route 28 for approximately 3½ miles. Turn right onto Acapesket Road. #218 Acapesket Road is about 1 mile down on the left.



**ATTACHMENT C**

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**ORDER OF CONDITIONS 25-4985**

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**Massachusetts Department of Environmental Protection**  
**Bureau of Resource Protection - Wetlands**  
**WPA Form 5 – Order of Conditions**  
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:  
 25-4985  
 MassDEP File # \_\_\_\_\_  
 eDEP Transaction # \_\_\_\_\_  
 Falmouth  
 City/Town

**A. General Information (cont.)**

6. Property recorded at the Registry of Deeds for (attach additional information if more than one parcel):

Barnstable 211642  
 a. County b. Certificate Number (if registered land)  
 c. Book d. Page

7. Dates: 6/5/2024 6/26/2024 7/31/2024  
 a. Date Notice of Intent Filed b. Date Public Hearing Closed c. Date of Issuance

8. Final Approved Plans and Other Documents (attach additional plan or document references as needed):

Site Plan - Proposed Dock  
 a. Plan Title  
Falmouth Engineering, Inc. Michael J. Borselli, P.E., Gary S. Labrie,  
 b. Prepared By P.L.S.  
6/3/2024 1" = 20'  
 d. Final Revision Date e. Scale  
 f. Additional Plan or Document Title g. Date

**B. Findings**

1. Findings pursuant to the Massachusetts Wetlands Protection Act:

Following the review of the above-referenced Notice of Intent and based on the information provided in this application and presented at the public hearing, this Commission finds that the areas in which work is proposed is significant to the following interests of the Wetlands Protection Act (the Act). Check all that apply:

- a.  Public Water Supply
- b.  Land Containing Shellfish
- c.  Prevention of Pollution
- d.  Private Water Supply
- e.  Fisheries
- f.  Protection of Wildlife Habitat
- g.  Groundwater Supply
- h.  Storm Damage Prevention
- i.  Flood Control

2. This Commission hereby finds the project, as proposed, is: (check one of the following boxes)

**Approved subject to:**

- a.  the following conditions which are necessary in accordance with the performance standards set forth in the wetlands regulations. This Commission orders that all work shall be performed in accordance with the Notice of Intent referenced above, the following General Conditions, and any other special conditions attached to this Order. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, these conditions shall control.



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**Bureau of Resource Protection - Wetlands**  
**WPA Form 5 – Order of Conditions**  
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

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**B. Findings (cont.)**

Denied because:

- b.  the proposed work cannot be conditioned to meet the performance standards set forth in the wetland regulations. Therefore, work on this project may not go forward unless and until a new Notice of Intent is submitted which provides measures which are adequate to protect the interests of the Act, and a final Order of Conditions is issued. **A description of the performance standards which the proposed work cannot meet is attached to this Order.**
- c.  the information submitted by the applicant is not sufficient to describe the site, the work, or the effect of the work on the interests identified in the Wetlands Protection Act. Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides sufficient information and includes measures which are adequate to protect the Act's interests, and a final Order of Conditions is issued. **A description of the specific information which is lacking and why it is necessary is attached to this Order as per 310 CMR 10.05(6)(c).**
- 3.  Buffer Zone Impacts: Shortest distance between limit of project disturbance and the wetland resource area specified in 310 CMR 10.02(1)(a) a.            linear feet

**Inland Resource Area Impacts: Check all that apply below. (For Approvals Only)**

Resource Area	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
4. <input type="checkbox"/> Bank	a. <u>          </u> linear feet	b. <u>          </u> linear feet	c. <u>          </u> linear feet	d. <u>          </u> linear feet
5. <input type="checkbox"/> Bordering Vegetated Wetland	a. <u>          </u> square feet	b. <u>          </u> square feet	c. <u>          </u> square feet	d. <u>          </u> square feet
6. <input type="checkbox"/> Land Under Waterbodies and Waterways	a. <u>          </u> square feet e. <u>          </u> c/y dredged	b. <u>          </u> square feet f. <u>          </u> c/y dredged	c. <u>          </u> square feet	d. <u>          </u> square feet
7. <input type="checkbox"/> Bordering Land Subject to Flooding	a. <u>          </u> square feet	b. <u>          </u> square feet	c. <u>          </u> square feet	d. <u>          </u> square feet
Cubic Feet Flood Storage	e. <u>          </u> cubic feet	f. <u>          </u> cubic feet	g. <u>          </u> cubic feet	h. <u>          </u> cubic feet
8. <input type="checkbox"/> Isolated Land Subject to Flooding	a. <u>          </u> square feet	b. <u>          </u> square feet		
Cubic Feet Flood Storage	c. <u>          </u> cubic feet	d. <u>          </u> cubic feet	e. <u>          </u> cubic feet	f. <u>          </u> cubic feet
9. <input type="checkbox"/> Riverfront Area	a. <u>          </u> total sq. feet	b. <u>          </u> total sq. feet		
Sq ft within 100 ft	c. <u>          </u> square feet	d. <u>          </u> square feet	e. <u>          </u> square feet	f. <u>          </u> square feet
Sq ft between 100-200 ft	g. <u>          </u> square feet	h. <u>          </u> square feet	i. <u>          </u> square feet	j. <u>          </u> square feet



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**B. Findings (cont.)**

**Coastal Resource Area Impacts: Check all that apply below. (For Approvals Only)**

	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
10. <input type="checkbox"/> Designated Port Areas	Indicate size under Land Under the Ocean, below			
11. <input checked="" type="checkbox"/> Land Under the Ocean	400 ± a. square feet	 b. square feet		
	c. c/y dredged	d. c/y dredged		
12. <input type="checkbox"/> Barrier Beaches	Indicate size under Coastal Beaches and/or Coastal Dunes below			
13. <input type="checkbox"/> Coastal Beaches	a. square feet	b. square feet	c. <u>cu yd</u> nourishment	d. <u>cu yd</u> nourishment
14. <input type="checkbox"/> Coastal Dunes	a. square feet	b. square feet	c. <u>cu yd</u> nourishment	d. <u>cu yd</u> nourishment
15. <input checked="" type="checkbox"/> Coastal Banks	5 ± a. linear feet	b. linear feet		
16. <input type="checkbox"/> Rocky Intertidal Shores	a. square feet	b. square feet		
17. <input checked="" type="checkbox"/> Salt Marshes	40 ± a. square feet	b. square feet	c. square feet	d. square feet
18. <input type="checkbox"/> Land Under Salt Ponds	a. square feet	b. square feet		
	c. c/y dredged	d. c/y dredged		
19. <input checked="" type="checkbox"/> Land Containing Shellfish	400 ± a. square feet	b. square feet	c. square feet	d. square feet
20. <input type="checkbox"/> Fish Runs	Indicate size under Coastal Banks, Inland Bank, Land Under the Ocean, and/or inland Land Under Waterbodies and Waterways, above			
	a. c/y dredged	b. c/y dredged		
21. <input checked="" type="checkbox"/> Land Subject to Coastal Storm Flowage	550 ± a. square feet	b. square feet		
22. <input type="checkbox"/> Riverfront Area	a. total sq. feet	b. total sq. feet		
Sq ft within 100 ft	c. square feet	d. square feet	e. square feet	f. square feet
Sq ft between 100-200 ft	g. square feet	h. square feet	i. square feet	j. square feet





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**C. General Conditions Under Massachusetts Wetlands Protection Act**

- 8. This Order is not final until all administrative appeal periods from this Order have elapsed, or if such an appeal has been taken, until all proceedings before the Department have been completed.
- 9. No work shall be undertaken until the Order has become final and then has been recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land upon which the proposed work is to be done. In the case of the registered land, the Final Order shall also be noted on the Land Court Certificate of Title of the owner of the land upon which the proposed work is done. The recording information shall be submitted to the Conservation Commission on the form at the end of this Order, which form must be stamped by the Registry of Deeds, prior to the commencement of work.
- 10. A sign shall be displayed at the site not less than two square feet or more than three square feet in size bearing the words,

"Massachusetts Department of Environmental Protection" (or, "MassDEP")  
"File Number 25-4985"

- 11. Where the Department of Environmental Protection is requested to issue a Superseding Order, the Conservation Commission shall be a party to all agency proceedings and hearings before MassDEP.
- 12. Upon completion of the work described herein, the applicant shall submit a Request for Certificate of Compliance (WPA Form 8A) to the Conservation Commission.
- 13. The work shall conform to the plans and special conditions referenced in this order.
- 14. Any change to the plans identified in Condition #13 above shall require the applicant to inquire of the Conservation Commission in writing whether the change is significant enough to require the filing of a new Notice of Intent.
- 15. The Agent or members of the Conservation Commission and the Department of Environmental Protection shall have the right to enter and inspect the area subject to this Order at reasonable hours to evaluate compliance with the conditions stated in this Order, and may require the submittal of any data deemed necessary by the Conservation Commission or Department for that evaluation.
- 16. This Order of Conditions shall apply to any successor in interest or successor in control of the property subject to this Order and to any contractor or other person performing work conditioned by this Order.



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**C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)**

17. Prior to the start of work, and if the project involves work adjacent to a Bordering Vegetated Wetland, the boundary of the wetland in the vicinity of the proposed work area shall be marked by wooden stakes or flagging. Once in place, the wetland boundary markers shall be maintained until a Certificate of Compliance has been issued by the Conservation Commission.
18. All sedimentation barriers shall be maintained in good repair until all disturbed areas have been fully stabilized with vegetation or other means. At no time shall sediments be deposited in a wetland or water body. During construction, the applicant or his/her designee shall inspect the erosion controls on a daily basis and shall remove accumulated sediments as needed. The applicant shall immediately control any erosion problems that occur at the site and shall also immediately notify the Conservation Commission, which reserves the right to require additional erosion and/or damage prevention controls it may deem necessary. Sedimentation barriers shall serve as the limit of work unless another limit of work line has been approved by this Order.
19. The work associated with this Order (the "Project")
- (1)  is subject to the Massachusetts Stormwater Standards
- (2)  is NOT subject to the Massachusetts Stormwater Standards

**If the work is subject to the Stormwater Standards, then the project is subject to the following conditions:**

- a) All work, including site preparation, land disturbance, construction and redevelopment, shall be implemented in accordance with the construction period pollution prevention and erosion and sedimentation control plan and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollution Discharge Elimination System Construction General Permit as required by Stormwater Condition 8. Construction period erosion, sedimentation and pollution control measures and best management practices (BMPs) shall remain in place until the site is fully stabilized.
- b) No stormwater runoff may be discharged to the post-construction stormwater BMPs unless and until a Registered Professional Engineer provides a Certification that:
- i.* all construction period BMPs have been removed or will be removed by a date certain specified in the Certification. For any construction period BMPs intended to be converted to post construction operation for stormwater attenuation, recharge, and/or treatment, the conversion is allowed by the MassDEP Stormwater Handbook BMP specifications and that the BMP has been properly cleaned or prepared for post construction operation, including removal of all construction period sediment trapped in inlet and outlet control structures;
  - ii.* as-built final construction BMP plans are included, signed and stamped by a Registered Professional Engineer, certifying the site is fully stabilized;
  - iii.* any illicit discharges to the stormwater management system have been removed, as per the requirements of Stormwater Standard 10;



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**C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)**

iv. all post-construction stormwater BMPs are installed in accordance with the plans (including all planting plans) approved by the issuing authority, and have been inspected to ensure that they are not damaged and that they are in proper working condition;

v. any vegetation associated with post-construction BMPs is suitably established to withstand erosion.

c) The landowner is responsible for BMP maintenance until the issuing authority is notified that another party has legally assumed responsibility for BMP maintenance. Prior to requesting a Certificate of Compliance, or Partial Certificate of Compliance, the responsible party (defined in General Condition 18(e)) shall execute and submit to the issuing authority an Operation and Maintenance Compliance Statement ("O&M Statement") for the Stormwater BMPs identifying the party responsible for implementing the stormwater BMP Operation and Maintenance Plan ("O&M Plan") and certifying the following:

i.) the O&M Plan is complete and will be implemented upon receipt of the Certificate of Compliance, and

ii.) the future responsible parties shall be notified in writing of their ongoing legal responsibility to operate and maintain the stormwater management BMPs and implement the Stormwater Pollution Prevention Plan.

d) Post-construction pollution prevention and source control shall be implemented in accordance with the long-term pollution prevention plan section of the approved Stormwater Report and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollution Discharge Elimination System Multi-Sector General Permit.

e) Unless and until another party accepts responsibility, the landowner, or owner of any drainage easement, assumes responsibility for maintaining each BMP. To overcome this presumption, the landowner of the property must submit to the issuing authority a legally binding agreement of record, acceptable to the issuing authority, evidencing that another entity has accepted responsibility for maintaining the BMP, and that the proposed responsible party shall be treated as a permittee for purposes of implementing the requirements of Conditions 19(f) through 19(k) with respect to that BMP. Any failure of the proposed responsible party to implement the requirements of Conditions 19(f) through 19(k) with respect to that BMP shall be a violation of the Order of Conditions or Certificate of Compliance. In the case of stormwater BMPs that are serving more than one lot, the legally binding agreement shall also identify the lots that will be serviced by the stormwater BMPs. A plan and easement deed that grants the responsible party access to perform the required operation and maintenance must be submitted along with the legally binding agreement.

f) The responsible party shall operate and maintain all stormwater BMPs in accordance with the design plans, the O&M Plan, and the requirements of the Massachusetts Stormwater Handbook.



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**C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)**

- g) The responsible party shall:
1. Maintain an operation and maintenance log for the last three (3) consecutive calendar years of inspections, repairs, maintenance and/or replacement of the stormwater management system or any part thereof, and disposal (for disposal the log shall indicate the type of material and the disposal location);
  2. Make the maintenance log available to MassDEP and the Conservation Commission ("Commission") upon request; and
  3. Allow members and agents of the MassDEP and the Commission to enter and inspect the site to evaluate and ensure that the responsible party is in compliance with the requirements for each BMP established in the O&M Plan approved by the issuing authority.
- h) All sediment or other contaminants removed from stormwater BMPs shall be disposed of in accordance with all applicable federal, state, and local laws and regulations.
- i) Illicit discharges to the stormwater management system as defined in 310 CMR 10.04 are prohibited.
- j) The stormwater management system approved in the Order of Conditions shall not be changed without the prior written approval of the issuing authority.
- k) Areas designated as qualifying pervious areas for the purpose of the Low Impact Site Design Credit (as defined in the MassDEP Stormwater Handbook, Volume 3, Chapter 1, Low Impact Development Site Design Credits) shall not be altered without the prior written approval of the issuing authority.
- l) Access for maintenance, repair, and/or replacement of BMPs shall not be withheld. Any fencing constructed around stormwater BMPs shall include access gates and shall be at least six inches above grade to allow for wildlife passage.

Special Conditions (if you need more space for additional conditions, please attach a text document):

20. For Test Projects subject to 310 CMR 10.05(11), the applicant shall also implement the monitoring plan and the restoration plan submitted with the Notice of Intent. If the conservation commission or Department determines that the Test Project threatens the public health, safety or the environment, the applicant shall implement the removal plan submitted with the Notice of Intent or modify the project as directed by the conservation commission or the Department.



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**D. Findings Under Municipal Wetlands Bylaw or Ordinance**

- 1. Is a municipal wetlands bylaw or ordinance applicable?  Yes  No
- 2. The Falmouth Conservation Commission hereby finds (check one that applies):

- a.  that the proposed work cannot be conditioned to meet the standards set forth in a municipal ordinance or bylaw, specifically:

1. Municipal Ordinance or Bylaw 2. Citation

Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides measures which are adequate to meet these standards, and a final Order of Conditions is issued.

- b.  that the following additional conditions are necessary to comply with a municipal ordinance or bylaw:

Falmouth Wetlands Bylaw / Regulations CH 235 /  
1. Municipal Ordinance or Bylaw FWR 10.00

- 3. The Commission orders that all work shall be performed in accordance with the following conditions and with the Notice of Intent referenced above. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, the conditions shall control.

The special conditions relating to municipal ordinance or bylaw are as follows (if you need more space for additional conditions, attach a text document):

See Attached



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**E. Signatures**

This Order is valid for three years, unless otherwise specified as a special condition pursuant to General Conditions #4, from the date of issuance.

7/31/2024  
1. Date of Issuance

Please indicate the number of members who will sign this form.

4  
2. Number of Signers

This Order must be signed by a majority of the Conservation Commission.

The Order must be mailed by certified mail (return receipt requested) or hand delivered to the applicant. A copy also must be mailed or hand delivered at the same time to the appropriate Department of Environmental Protection Regional Office, if not filing electronically, and the property owner, if different from applicant.

Falmouth Conservation Commission

Signature  
Signature  
Signature  
Signature  
Signature

Jennifer L. Lincoln, Conservation Administrator  
Jamie Mathews, Chair  
Stephen Patton  
Elizabeth Gladfelter  
Kevin O'Brien

Signature  
Signature  
Signature  
Printed Name  
Printed Name  
Printed Name

by hand delivery on  
7/31/24 Erica Borelli  
Date  
FALMOUTH ENGINEERING, INC.  
 by certified mail, return receipt requested, on  
Date

For Signature Authorization see  
Doc: 1,393,706  
BARNSTABLE LAND COURT REGISTRY



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**F. Appeals**

The applicant, the owner, any person aggrieved by this Order, any owner of land abutting the land subject to this Order, or any ten residents of the city or town in which such land is located, are hereby notified of their right to request the appropriate MassDEP Regional Office to issue a Superseding Order of Conditions. The request must be made by certified mail or hand delivery to the Department, with the appropriate filing fee and a completed Request for Departmental Action Fee Transmittal Form, as provided in 310 CMR 10.03(7) within ten business days from the date of issuance of this Order. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant, if he/she is not the appellant.

Any appellants seeking to appeal the Department's Superseding Order associated with this appeal will be required to demonstrate prior participation in the review of this project. Previous participation in the permit proceeding means the submission of written information to the Conservation Commission prior to the close of the public hearing, requesting a Superseding Order, or providing written information to the Department prior to issuance of a Superseding Order.

The request shall state clearly and concisely the objections to the Order which is being appealed and how the Order does not contribute to the protection of the interests identified in the Massachusetts Wetlands Protection Act (M.G.L. c. 131, § 40), and is inconsistent with the wetlands regulations (310 CMR 10.00). To the extent that the Order is based on a municipal ordinance or bylaw, and not on the Massachusetts Wetlands Protection Act or regulations, the Department has no appellate jurisdiction.



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**G. Recording Information**

Prior to commencement of work, this Order of Conditions must be recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land subject to the Order. In the case of registered land, this Order shall also be noted on the Land Court Certificate of Title of the owner of the land subject to the Order of Conditions. The recording information on this page shall be submitted to the Conservation Commission listed below.

Falmouth  
Conservation Commission

Detach on dotted line, have stamped by the Registry of Deeds and submit to the Conservation Commission.

To:

Falmouth  
Conservation Commission

Please be advised that the Order of Conditions for the Project at:

Project Location \_\_\_\_\_ 25-  
MassDEP File Number \_\_\_\_\_

Has been recorded at the Registry of Deeds of:

Barnstable  
County \_\_\_\_\_ Book \_\_\_\_\_ Page \_\_\_\_\_

for: \_\_\_\_\_  
Property Owner

and has been noted in the chain of title of the affected property in:

Book \_\_\_\_\_ Page \_\_\_\_\_

In accordance with the Order of Conditions issued on:

Date \_\_\_\_\_

If recorded land, the instrument number identifying this transaction is:

Instrument Number \_\_\_\_\_

If registered land, the document number identifying this transaction is:

Document Number \_\_\_\_\_

Signature of Applicant \_\_\_\_\_



## Falmouth Conservation Commission

59 Town Hall Square, Falmouth, Massachusetts 02540  
(508) 495-7445

Eric and Sabina Hamre  
218 Acapesket Road  
DEP # 25-4985

### **FINDINGS**

1. The applicant proposes to construct and maintain fixed dock with 16 x 6 float.
2. Resource areas onsite and within 100 feet of the proposed project include Land Subject to Coastal Storm Flowage (LSCSF), Land Under Ocean, Land Under Salt Pond, Land Containing Shellfish, Salt Marsh, Coastal Bank and Resource Area Buffer.

### **INTERESTS**

1. Storm Damage Prevention
2. Flood Control
3. Protection of fisheries
4. Protection of land containing shellfish
5. Protection of wildlife habitat

### **STANDARD CONDITIONS**

1. Permission is granted to Eric and Sabina Hamre construct and maintain a dock at 218 Acapesket Road. Falmouth according to the plans by Falmouth Engineering, Inc., dated June 3, 2024, entitled "Site Plan – Proposed Dock" and subject to the following Standard and Special Conditions.
2. This Order is issued pursuant to Mass. General Laws, Chapter 131, sec. 40, the Wetlands Protection Act and Chapter 235 of the Code of Falmouth the Wetlands Bylaw. The Wetlands By-law is more stringent than the Wetlands Protection Act as permitted by that Act. The Conservation Commission reserves the right to impose additional or other conditions to protect the Interests of the Massachusetts Wetlands Protection Act and Falmouth Wetlands Bylaw.
3. All work shall be done according to the plan of reference noted in paragraph 1. Any proposed changes will require that the applicant first obtain all necessary permits and approvals from the Conservation Commission. Any changes undertaken without obtaining approval from the Commission are not

permitted and subject to an Enforcement Order. Violations of the Wetlands Protection Act are subject to a maximum fine of \$25,000.00 per day.

4. The determinations of the Falmouth Conservation Commission are made solely to determine issues arising under the Massachusetts Wetlands Protection Act and the Town of Falmouth Wetlands By-Law, and are therefore concerned exclusively with the question whether any proposed activity will have an adverse effect on the wetlands resource interests listed in the applicable statutes, regulations, by-laws and rules. Nothing contained in this determination is intended in any way to grant to any person any title, easement or other interest in lands, public or private, and the Falmouth Conservation Commission is without legal authority to make any grant of title, easement or other property interest, or to make any determination of property interests. See Tindley v. D.E.Q.E. 10 Mass. App. Ct. 623 (1980).
5. By the acceptance and recording of this Order, the applicant hereby grants the commission and its duly authorized agents the right to enter onto the land governed by this Order to examine the project and ensure Compliance. Such visits shall be made in a reasonable manner.
6. Any work taking place prior to all administrative and legal appeal periods expiring or during the pendency of any such appeal is at the risk of the applicant and/or owner of the property. At the risk of means that should an administrative agency or court find this order and permit were granted in error all work may have to be restored to its original condition (at the time work was instituted) at the expense of the applicant and/or owner.
7. Issuance of this Order of Conditions does not relieve the applicant from obtaining all other necessary municipal, county, state or federal permits, permission or other approvals required.
8. The Conservation Commission reserves the right to impose additional or other conditions to protect the Interests of the Massachusetts Wetlands Protection Act and Falmouth Wetlands Bylaw.
9. Prior to any work commencing:
  - a. Proof of recording of this Order of Conditions including the plan of reference at the Barnstable County Registry of Deeds must be received by the Conservation Commission.
  - b. At least 10 days advance **written** notification shall be provided to the Conservation Commission.
  - c. The Town of Falmouth Conservation Commission Pier Maintenance or Construction Form for Marine Contractors (which ever applies) must be completed and returned to the Conservation Commission.
  - d. Copies of any other permits and licenses including building permit, special permit, variances, and Chapter 91 license shall be submitted to Conservation Commission.
  - e. The DEP File Number shall be posted on a sign on the street side of the lot and maintained in a visible condition throughout the project. A copy of this Order of Conditions is to be posted onsite, to be maintained in a visible location and condition throughout the project. Copies of this Order of Conditions are also to be provided to all outside contractors, to be kept onsite during work at all times.
  - f. Photographs shall be taken within 20 feet parallel to both sides of the dock alignment of any areas crossing freshwater wetlands or salt marsh. Post construction photographs shall be taken and submitted to the Conservation Commission. Any areas of wetland that have been damaged or destroyed shall be restored immediately to the satisfaction of the Conservation Commission.

10. Unless otherwise specified, all Conditions cited herein will apply to any and all Amendments to this Order of Conditions.
11. The applicant shall use all means to effectively prevent erosion into the wetland or other Resource Area and to encourage the growth of protective vegetation on ground draining into the wetlands or other Resource Areas.
12. All cuttings and debris from permitted clearing of the lot prior to construction shall be removed offsite immediately. No debris can be stored, even temporarily, in a resource area or within 100 feet of any resource area.
13. All fill or excavated material not required to backfill and grade to the approved plan of reference shall be immediately removed offsite or to an appropriate upland location more than 100 feet from any resource area.
14. No creosote-treated wood or CCA treated wood may be used. The use of non-toxic materials is mandatory and shall be certified in writing by a professional engineer.
15. Equipment, vehicles, or other objects are **not** allowed to be placed or stored on any wetland or resource area at any time.
16. Any additional work, not identified at the time this permit was granted, within the Limit of Work , in a resource area or within 100 feet of any resource area will require that the applicant first obtain all necessary permits from the Conservation Commission before proceeding with such work.
17. All work shall be done by hand or from a barge-supported crane during high tide.
18. Any barge used for this project must float at all times.
19. Piles shall be driven, not jetted.
20. All decking surfaces crossing Salt Marsh shall be constructed per design criteria per application.
21. All seasonal floats shall be stored in a predetermined upland location per application and the plan of reference.
22. All construction debris shall be removed off-site to an approved upland disposal site.
23. All disturbed areas are to be re-vegetated using either native plant species (or drought-tolerant fescues on 8-10 inches of loam). Re-vegetation is to be done immediately following completion of construction.
24. The street number and address and the DEP number of the dock approved by this Order shall be affixed to the seaward face (end) of the dock using three-inch (3") digits of bright contrasting color. This number shall be maintained in clear visible condition throughout the lifetime of the dock.
25. Water lines and attached hoses shall have nozzles attached.
26. Boats shall only be tied up in those areas designated as the mooring field on the plan of reference.

27. Boats at the dock shall not be allowed to leak oil or other pollutants into the water, nor shall oil or fuel be stored on the dock or pier.
28. Motorboats shall not be run in gear while tied to the dock, since prop wash disturbs shellfish beds, stirs up sediment and causes bank erosion.
29. No Certificate of Compliance will be issued until the entire project, including landscaping, is completed and the site is permanently stabilized with vegetation.
30. Photographic evidence of winter storage location of floats or seasonal dock parts on uplands shall be presented to the Conservation Commission within one year of completion of structure.
31. This Order of Conditions will not be fully complied with unless and until a duly executed Certificate of Compliance is recorded or registered, as appropriate, in Barnstable Registry of Deeds. A request for a Certificate of Compliance must be accompanied by and "Existing Conditions" plan and Engineers written certification of compliance certifying the dock or pier has been constructed and completed in accordance with the conditions contained herein and notes any deviation from the approved plans.
32. The dock must be properly maintained in a safe and functioning manner. Docks and piers are coastal structures requiring continual maintenance or else lend themselves to causing significant damage to property at the time of storms. If not properly maintained docks and piers pose a significant danger to public safety. Docks and piers not properly maintained, which in the opinion the Commission have a potential of being destroyed in a storm, may be ordered removed at the owner's expense. You have a right to hearing prior to any such order being issued.
33. Before work can begin (i.e. clearing or construction) the Town of Falmouth Contractor Form is to be submitted to the Conservation Department, identifying the General Contractor (GC) and other responsible parties and signed by the GC and all other responsible parties confirming that the signatories thereto have read and understand the Order of Conditions and that they jointly and severally take responsibility for compliance with the OOC on site during the life of the project. The document shall be submitted with the ten (10) day start work notification required by Standard Condition #9(b).

**SPECIAL CONDITIONS:**

1. Prior to construction the applicant shall remove the float currently in the water and the boat stored on the coastal bank.
2. A revised plan shall be submitted depicting depth in the mooring field and the greenhouse removed from plan.
3. Signage shall be placed on each side of the dock signally public access underneath the dock.
4. All floats and piers if designed to be in continual use shall have adequate bubblers protecting piles during winter months.
5. The Conservation Department and the Department of Marine and Environmental Services shall be notified of the date and time of construction activities utilizing a barge.

6. Only one (1) boat shall be moored to the dock at any one time. This boat shall be located in the area depicted as the mooring field on the plan of reference.
7. No trees shall be removed on the coastal bank or within the buffer to the coastal bank for the creation of the path depicted on the plan of reference.
8. Special Condition # 6 shall be written into the COC and registered with and ongoing with the deed.

**VOTE AUTHORIZING SIGNATURES OF COMMISSIONERS**

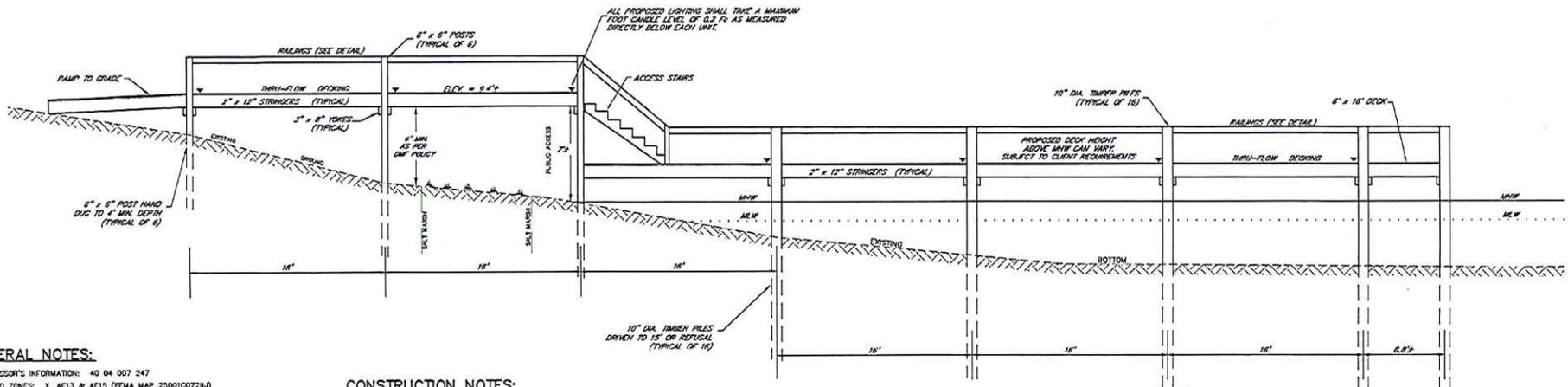
In accordance with the unanimous vote of the Falmouth Conservation Commission, Jennifer L. Lincoln, Conservation Administrator is authorized to sign on behalf of each individual Commissioner as reflected in the recorded Land Court Document: 1,393,706 dated 04-03-2020 9:24 Barnstable Land Court Registry

**ATTACHMENT D**

---

**PROJECT PLANS**

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**GENERAL NOTES:**

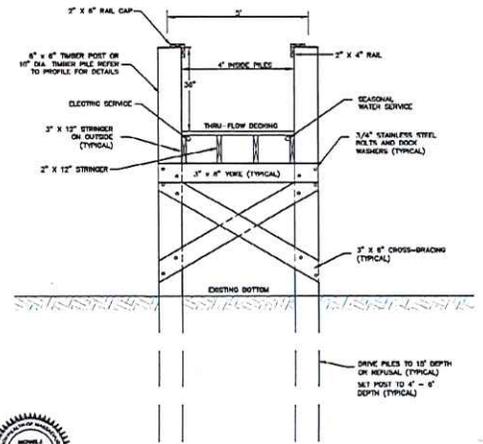
1. ASSESSOR'S INFORMATION: 40 04 007 247
2. FLOOD ZONES: X, AE13 & AE15 (FEMA MAP 25001C0724J)
3. ZONING DISTRICT: HC
4. WIND EXPOSURE CATEGORY: B
5. LOT COVERAGE BY:
  - A. STRUCTURES: 3,121 S.F./32,800 S.F. = 9.5% < 20%
  - B. STRUCTURES/PARKING/PAVING: 5,199 S.F./32,800 S.F. = 15.8% < 40%
6. WIND BORNE DEBRIS REGION: N/A
7. STREET ADDRESS: ACAPECKET ROAD
8. HOUSE NUMBER: 218
9. TOPOGRAPHIC INFORMATION COMPILED FROM AN ON THE GROUND SURVEY
10. ELEVATIONS SHOWN ARE BASED ON NORTH AMERICAN VERTICAL DATUM 1988.
11. ELEVATIONS SHOWN BELOW MHW ARE REFERENCED TO M.L.W. DATUM.

**CONSTRUCTION NOTES:**

1. ALL WOOD MATERIALS SHALL BE CUT IN THE UPLAND.
2. ALL WOOD MATERIALS SHALL BE NON OCA TREATED.
3. PILES SHALL BE DRIVEN, NOT JETTED, TO A MINIMUM DEPTH OF 15' ON REFUSAL.
4. FASTENING OF WOOD MATERIALS SHALL BE BY 3/4" BOLTS, NUTS AND DOCK WASHERS. HARBORWAY CLIPS OR THRU BOLTS FOR STRINGER CONNECTION TO YOKES OR AS INDICATED ON THE PLANS.
5. ALL DOCK LIGHTING SHALL NOT EXCEED 0.2 FOOTCANDLE (FC).

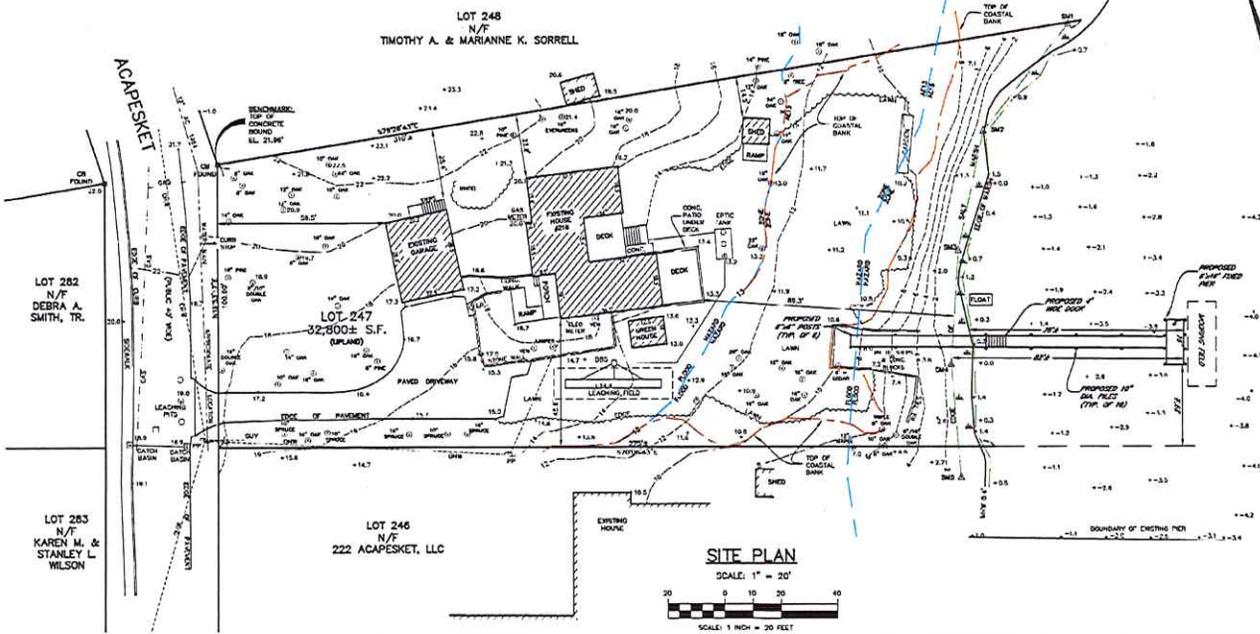
**DOCK PROFILE**

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



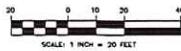
**TYPICAL DOCK CROSS-SECTION**

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



**SITE PLAN**

SCALE: 1" = 20'



**LEGEND**

- 10 EXISTING 2' CONTOUR
- 10 EXISTING 10' CONTOUR
- 18.5 EXISTING SPOT ELEVATION
- ABP PROPOSED SPOT ELEVATION
- PNE II EXISTING TREE
- PP EXISTING UTILITY POLE
- DRAINAGE FLOW



**SITE PLAN - PROPOSED DOCK**  
 FOR #218 ACAPECKET ROAD  
 PREPARED FOR  
**ERIC & SABINA HAMRE**  
 IN  
 FALMOUTH, MA

PLAN DATE: JUNE 3, 2024 PLAN SCALE: 1"=20'

DIAL ENGINEERING  
 WASTEWATER DESIGN  
 TITLE & PLAT PLANS  
 LAND USE PLANNING

MASSACHUSETTS  
 REGISTERED PROFESSIONAL ENGINEER  
 NO. 10000  
 ERIC & SABINA HAMRE

MASSACHUSETTS  
 REGISTERED PROFESSIONAL ENGINEER  
 NO. 10000  
 ERIC & SABINA HAMRE

17 ACADEMY LANE, SUITE 200 - FALMOUTH, MA - 02540 - 508.495.1225  
 PROJECT NUMBER: 2206J CAD FILE NAME: 2206J35P DRAWN BY: L.M./M.B. SHEET 1 OF 1



RECEIVED

AUG 28 2024

FALMOUTH BOARD OF ASSESSORS

Town of Falmouth Assessing Department

59 Town Hall Square, Falmouth MA 02540  
Telephone: 508-495-7380  
Fax: 508-495-7384

REQUEST OF CERTIFIED ABUTTERS LIST

Name of person requesting abutters list: Diane Davidson

Address of person requesting abutters list: Town Manager's Office

Phone: x7321

Abutters to (subject property):  
Map 40 Section 04 Parcel 007 Lot 247 ✓  
Map \_\_\_\_\_ Section \_\_\_\_\_ Parcel \_\_\_\_\_ Lot \_\_\_\_\_  
Map \_\_\_\_\_ Section \_\_\_\_\_ Parcel \_\_\_\_\_ Lot \_\_\_\_\_

Lot size of subject property: \_\_\_\_\_

Location of subject property: 218 Acapesket Road, East Falmouth ✓

Check one:

Direct abutters (includes properties across street)

Direct abutters in local Historic District (includes properties across the street) within 100'

Immediate abutters (includes only properties with a common property line)

Immediate abutters plus churches and schools within 500'

Properties within 300' ✓

Properties within 300' or abutters abutter to abutter whichever is closest

Properties within 100'

Other (specify) \_\_\_\_\_

Fee. \$25.00 Total N/A

COLLINS PETER A MCCONARTY BRYNA  
40 CAROL AVE  
E FALMOUTH, MA 02536

MURPHY VIRGINIA E  
34 CAROL AVE  
EAST FALMOUTH, MA 02536-5943

DIMARZO BARBARA R DIMARZO RICHARD A  
203 ACAPESKET RD  
E FALMOUTH, MA 02536

DOMINGOS JOSEPH F DOMINGOS DONNA Q  
207 ACAPESKET RD  
EAST FALMOUTH, MA 02536-6020

CARTNER TRUSTEE JOHN CARTNER FAMILY TRUST  
213 ACAPESKET RD  
EAST FALMOUTH, MA 02536-6021

SORRELL TIMOTHY A SORRELL MARIANNE K  
214 ACAPESKET RD  
EAST FALMOUTH, MA 02536

WOOSLEY TRUSTEE FRANK K WOOSLEY TRUSTEE  
KIM T  
3425 CARUTH BLVD  
DALLAS, TX 75225-4824

MORRILL TRUSTEE JEFFREY MORRILL TRUSTEE  
DONNA M  
204 ACAPESKET RD  
EAST FALMOUTH, MA 02536

WALSH TRUSTEE DANIEL A WALSH TRUSTEE  
BARBARA A  
198 ACAPESKET RD  
EAST FALMOUTH, MA 02536

IVERSEN MAURA D  
50 KENDALL RD  
NEWTON CENTRE, MA 02459

GUNAWARDENA RAMESH TSANG HOI YAN  
1 SALVI DR  
FRAMINGHAM, MA 01701-4049

SMITH TRUSTEE DEBORAH A SMITH FAMILY  
IRREVOCABLE TRUST  
217 ACAPESKET RD  
EAST FALMOUTH, MA 02536

WILSON STANLEY L WILSON KAREN M  
36 CRESCENT CREEK DR  
BLUFFTON, SC 29909

ROWELL TIMOTHY PEREZ CASTRO SHERLYNETTE  
227 ACAPESKET RD  
E FALMOUTH, MA 02536

BYRNE DANIEL P BYRNE SALLY T  
233 ACAPESKET RD  
EAST FALMOUTH, MA 02536

G L TUCKER LLC  
237 ACAPESKET RD  
EAST FALMOUTH, MA 02536

JOHNSON JR TRUSTEE CHARLES E ACAPESKET RD  
240 RLTY TRUST  
240 ACAPESKET RD  
EAST FALMOUTH, MA 02536

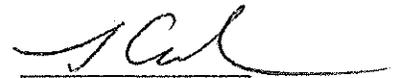
PETERSON TRUSTEE LAURA L L PETERSON JR  
TRUSTEE DAVID V  
236 ACAPESKET RD  
EAST FALMOUTH, MA 02536-6018

GUIDI RICHARD J GUIDI JILL M  
230 ACAPESKET RD  
EAST FALMOUTH, MA 02536

222 ACAPESKET LLC  
36080 SHAKER BLVD  
CHAGRIN FALLS, OH 44022

218 ACAPESKET RD

CERTIFIED

A handwritten signature in black ink, appearing to read 'Bruce Cabral', written over a horizontal line.

Bruce Cabral  
Assistant Assessor  
Town of Falmouth, MA  
September 3, 2024

## Town of Falmouth, MA Abutters Report

300ft. Abutters of Property 40 04 007 247  
at 218 ACAPESKET RD

Please be aware that the abutters list reflects mailing address for the real estate tax bills as requested by the property owners. Mortgage companies, banks and other financial institutions may be receiving the notification and not the homeowner as required. Please be sure you are complying with notification requirements. Property data updated 08/20/2024.

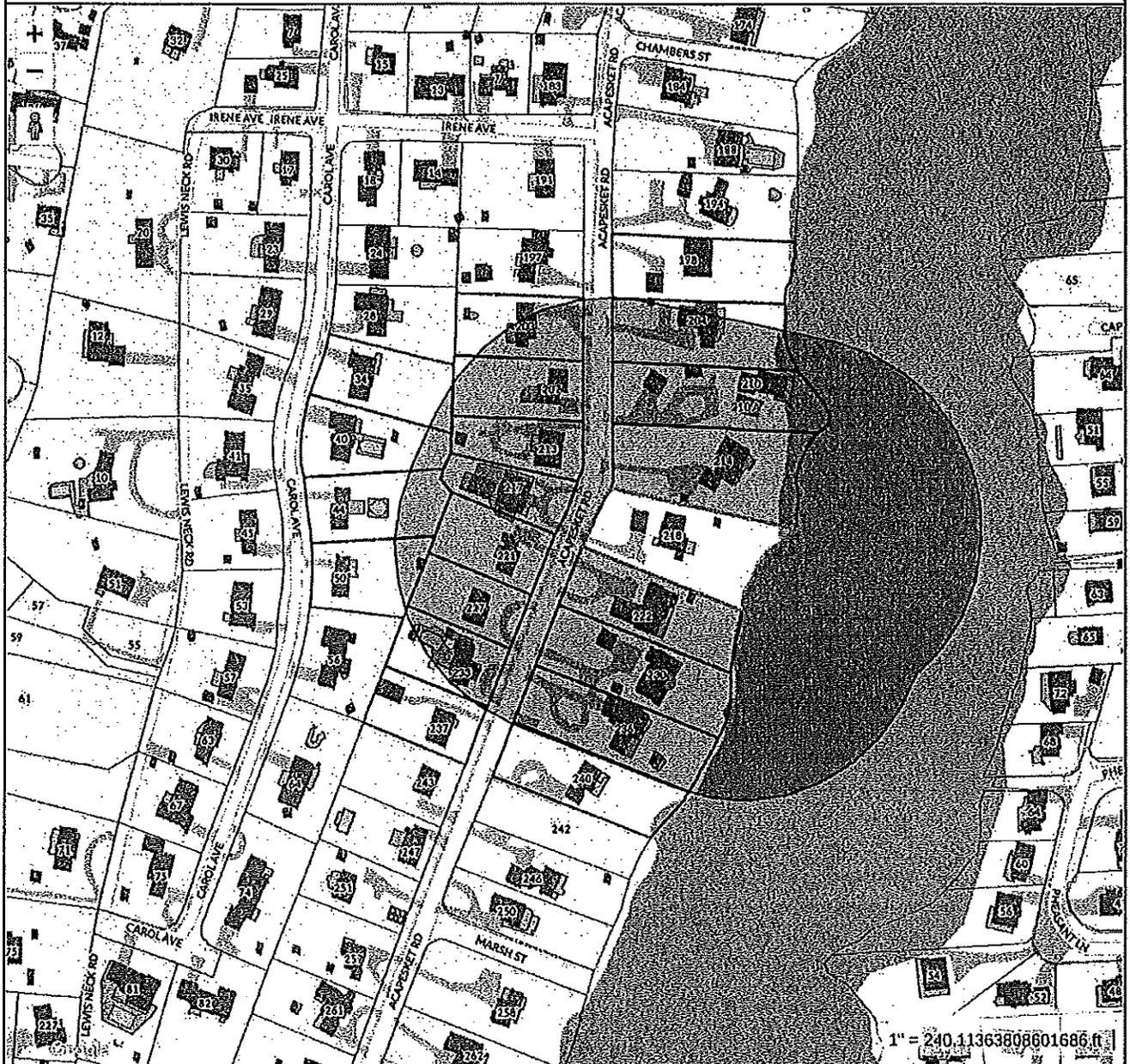
Property ID	Address	Owner 1	Owner 2	Owner Address	Owner City/State/Zip
33 08 001 472	40 CAROL AVE	COLLINS PETER A	MCCONARTY BRYNA	40 CAROL AVE	E FALMOUTH, MA 02536
33 08 001 473	34 CAROL AVE	MURPHY VIRGINIA E		34 CAROL AVE	EAST FALMOUTH, MA 02536-5943
33 08 013 279	203 ACAPESKET RD	DIMARZO BARBARA R	DIMARZO RICHARD A	203 ACAPESKET RD	E FALMOUTH, MA 02536
33 08 014 280	207 ACAPESKET RD	DOMINGOS JOSEPH F	DOMINGOS DONNA Q	207 ACAPESKET RD	EAST FALMOUTH, MA 02536-6020
33 08 015 281	213 ACAPESKET RD	CARTNER TRUSTEE JOHN	CARTNER FAMILY TRUST	213 ACAPESKET RD	EAST FALMOUTH, MA 02536-6021
33 08 016 248	214 ACAPESKET RD	SORRELL TIMOTHY A	SORRELL MARIANNE K	214 ACAPESKET RD	EAST FALMOUTH, MA 02536
33 08 017 249	210 ACAPESKET RD	WOOSLEY TRUSTEE FRANK K	WOOSLEY TRUSTEE KIM T	3425 CARUTH BLVD	DALLAS, TX 75225-4824
33 08 018 250	204 ACAPESKET RD	MORRILL TRUSTEE JEFFREY	MORRILL TRUSTEE DONNA M	204 ACAPESKET RD	EAST FALMOUTH, MA 02536
33 08 019 251	198 ACAPESKET RD	WALSH TRUSTEE DANIEL A	WALSH TRUSTEE BARBARA A	198 ACAPESKET RD	EAST FALMOUTH, MA 02536
40 03 002 470	50 CAROL AVE	IVERSEN MAURA D		50 KENDALL RD	NEWTON CENTRE, MA 02459
40 03 002 471	44 CAROL AVE	GUNAWARDENA RAMESH	TSANG HOI YAN	1 SALVI DR	FRAMINGHAM, MA 01701-4049
40 03 008 282	217 ACAPESKET RD	SMITH TRUSTEE DEBORAH A	SMITH FAMILY IRREVOCABLE TRUST	217 ACAPESKET RD	EAST FALMOUTH, MA 02536
40 03 009 283	221 ACAPESKET RD	WILSON STANLEY L	WILSON KAREN M	36 CRESCENT CREEK DR	BLUFFTON, SC 29909

## Town of Falmouth, MA Abutters Report

300ft. Abutters of Property 40 04 007 247  
at 218 ACAPESKET RD

Please be aware that the abutters list reflects mailing address for the real estate tax bills as requested by the property owners. Mortgage companies, banks and other financial institutions may be receiving the notification and not the homeowner as required. Please be sure you are complying with notification requirements. Property data updated 08/20/2024.

40 03 010 284	227 ACAPESKET RD	ROWELL TIMOTHY	PEREZ CASTRO SHERLYNETTE	227 ACAPESKET RD	E FALMOUTH, MA 02536
40 03 011 285	233 ACAPESKET RD	BYRNE DANIEL P	BYRNE SALLY T	233 ACAPESKET RD	EAST FALMOUTH, MA 02536
40 03 012 286	237 ACAPESKET RD	G L TUCKER LLC		237 ACAPESKET RD	EAST FALMOUTH, MA 02536
40 04 003 391	240 ACAPESKET RD	JOHNSON JR TRUSTEE CHARLES E	ACAPESKET RD 240 RLTY TRUST	240 ACAPESKET RD	EAST FALMOUTH, MA 02536
40 04 004 244	236 ACAPESKET RD	PETERSON TRUSTEE LAURA L L	PETERSON JR TRUSTEE DAVID V	236 ACAPESKET RD	EAST FALMOUTH, MA 02536-6018
40 04 005 245	230 ACAPESKET RD	GUIDI RICHARD J	GUIDI JILL M	230 ACAPESKET RD	EAST FALMOUTH, MA 02536
40 04 006 246	222 ACAPESKET RD	222 ACAPESKET LLC		36080 SHAKER BLVD	CHAGRIN FALLS, OH 44022



1" = 240.11363808601686 ft



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

Town of Falmouth, MA makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 08/01/2024  
Data updated 08/20/2024

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

## OPEN SESSION

### PUBLIC HEARINGS

3. 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, West Falmouth, continued from September 23, 2024 **(15 minutes)**



## AGENDA ITEM SUMMARY SHEET

**ITEM NUMBER:** Public Hearing 3.

**ITEM TITLE:** 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, West Falmouth, continued from September 23, 2024

**MEETING DATE:** 10/7/2024

**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

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### 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.
- The Town Planner has reviewed this application as well and has indicated that Old Dock Road is considered a Scenic Road and per Chapter 178 of the town Code (Scenic Roads) any repair, maintenance, reconstruction, or paving work on scenic roads that involve the removal of significant trees requires that the Planning Board conduct a hearing and provide written consent.
- As a result of the requirement that the Planning Board provide written consent to allow the removal of this significant tree, the Town Manager is recommending that the Select Board's motion state that removal of the subject tree be contingent upon Planning Board review and approval; the Planning Board is scheduled to consider this matter on October 22, 2024.

#### **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), contingent upon Planning Board written consent following its October 22 hearing, to accommodate construction of an upcoming sidewalk at 31 Old Dock Road, North Falmouth, to include the planting of three new suitable trees no less than 2 inch caliper to replace the removed tree.
- 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**

10/1/2024

**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



**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



# *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

## OPEN SESSION

## PUBLIC HEARINGS

4. Application for One-Day, Sunday Entertainment License –  
Shipwrecked – Falmouth in the Fall Road Race After Party –  
Shipwrecked/The Heights Hotel parking lot, 263 Grand Ave. –  
Sunday, November 3, 2024 – 10:00 am. To 6:00 p.m. **(15 minutes)**



## AGENDA ITEM SUMMARY SHEET

**ITEM NUMBER:** Public Hearing 4.

**ITEM TITLE:** Application for One-Day Entertainment License- Shipwrecked- Falmouth in the Fall Road Race After Party- Shipwrecked/The Heights Hotel parking lot, 263 Grand Avenue- Sunday, November 3, 2024- 10:00 AM to 6:00 PM

**MEETING DATE:** 10/7/2024

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

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

**ATTACHMENTS:** Public Hearing Notice dated September 27, 2024; Town Manager's Working Group Review Form; One Day Entertainment License Application; Application for Special Events dated August 29, 2024; Event narrative; Aerial image of site; Staff email thread

---

### PURPOSE:

The Select Board will conduct a public hearing and then consider the approval of a One-Day Entertainment License for Shipwrecked for an event titled Falmouth in the Fall Road Race After Party to be conducted at Shipwrecked/The Heights Hotel parking lot, 263 Grand Avenue on Sunday, November 3, 2024, from 10:00 AM to 6:00 PM.

### BACKGROUND/SUMMARY:

- The applicant representative of Shipwrecked, Mr. Rob Loewen, submitted its application for a One-Day Entertainment License and an Application for Special Events on August 29, 2024.

- The application states that the event will take place on Sunday, November 3, 2024 and will involve live musical entertainment and a disc jockey.
- The event hours are listed as being 10:00 AM to 6:00 PM., and during the Road Race the music will be lightly amplified so as not to infringe upon the race.
- Over 400 people are projected to attend (in and out throughout the event hours) and no vehicle traffic will be allowed in this area.
- A beer garden will be positioned in the parking lot area and will be staffed by TIPS-certified servers.
- The Police and Fire Rescue Departments have reviewed the application and had no objections to its approval.
- The Building Commissioner reviewed the application and had no objections.
- The Health Department reviewed the application and had no issues or concerns.

**DEPARTMENT RECOMMENDATION:**

The Town Manager recommends that the Select Board conduct the public hearing as advertised and base their decision upon the information and facts that are presented during the hearing.

**OPTIONS:**

- Motion to approve the One-Day Entertainment License as submitted for Shipwrecked-Falmouth in the Fall Road Race After Party- Shipwrecked/The Heights Hotel parking lot, 263 Grand Avenue- Sunday, November 3, 2024- 10:00 AM to 6:00 PM.
- Motion to deny approval of the One-Day Entertainment License as submitted for Shipwrecked- Falmouth in the Fall Road Race After Party- Shipwrecked/The Heights Hotel parking lot, 263 Grand Avenue- Sunday, November 3, 2024- 10:00 AM to 6:00 PM.
- 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 conduct the public hearing as scheduled and base their decision for approval upon the information and facts that are presented.

*Michael Renshaw*

\_\_\_\_\_

Town Manager

10/2/2024

Date

TOWN OF FALMOUTH  
SELECT BOARD  
NOTICE OF PUBLIC HEARING

Notice is hereby given under Chapter 140 Section 183A of the General Laws as amended by Chapter 299 of the Acts of 1926 and amendments thereto, that Shipwrecked LLC located at 263 Grand Avenue, Falmouth, MA has applied for a One-Day/Sunday Entertainment License for an event to be held in the parking lot of Shipwrecked and The Heights Hotel, 263 Grand Avenue, on Sunday, November 3, 2024, between 10:00 a.m. and 6:00 p.m.

A hearing on the above application will be held in the Select Board Meeting Room, Falmouth Town Hall on Monday, October 7, 2024, at 6:45 p.m.

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

Per order of the Select Board.

LICENSING BOARD  
Nancy Robbins Taylor  
Edwin P. Zylinski, II  
Douglas C. Brown  
Robert P. Mascali  
Heather M. H. Goldstone

*Publication date: Friday, September 27, 2024; Falmouth Enterprise.*

### Town Manager's Working Group Review Form

Meeting/Review Date: September 25, 2024 (email)  
 Event Name: Falmouth in the Fall Post Race After Party  
 Event Description: Road race after party/beer garden  
 Applicant: Shipwrecked, Rob Loewen  
 Location: Shipwrecked and The Heights Hotel parking lot, 263 Grand Avenue, Falmouth, MA 02540  
 Date of Event: Sunday, November 3, 2024 Time: 10:00 a.m. to 6:00 p.m.  
 Rain Date: N/A  
 Set-up Date: 11/3 Time: 9:00 a.m. Breakdown Date: 11/3 Time: 6:00 p.m.  
 Number of Attendees: 400+  
 Recurrence/# Years at Site: Recurring event  
 One-Day Liquor License? Y/N Yes Food/Beverages? Y/N Yes  
 Signs: Y/N No How Many: \_\_\_\_\_ Where: \_\_\_\_\_  
 Tents: Y/N Yes How Many: \_\_\_\_\_ Size: 10 x 10, no sides. Where: parking lot.  
 Parking Plan: Beach parking lots.  
 Entertainment: Yes. Live entertainment and a D.J.

Reviewers/Sign In:	Name	Comments	Written Referral	
Department of Public Works:	_____	_____	Y <input type="checkbox"/>	N <input type="checkbox"/>
Parks Department	_____	_____	Y <input type="checkbox"/>	N <input type="checkbox"/>
Highway Department	_____	_____	Y <input type="checkbox"/>	N <input type="checkbox"/>
Engineering	_____	_____	Y <input type="checkbox"/>	N <input type="checkbox"/>
Police Department	_____	<u>No objection</u>	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
Fire Department	_____	<u>No objections</u>	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
Emergency Communications	_____	_____	Y <input type="checkbox"/>	N <input type="checkbox"/>
Recreation Director	_____	<u>No objections</u>	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
Building Commissioner	_____	<u>No objections</u>	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
Health Department	_____	<u>No issues.</u>	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
Beach Department	_____	<u>No comments on these applications</u>	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
Marine & Environmental Svcs.	_____	_____	Y <input type="checkbox"/>	N <input type="checkbox"/>
Zoning Enforcement Officer	_____	_____	Y <input type="checkbox"/>	N <input type="checkbox"/>
Bicycle & Pedestrian Committee	_____	_____	Y <input type="checkbox"/>	N <input type="checkbox"/>
Other	_____	_____	Y <input type="checkbox"/>	N <input type="checkbox"/>

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

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

Event	Location	Date
<u>Falmouth in the Fall Road Race</u>	<u>Woods Hole to Falmouth Heights</u>	<u>Sunday, 11/3/24</u>
_____	_____	_____
_____	_____	_____

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

_____	_____	_____
_____	_____	_____
_____	_____	_____

**Additional Requests:**

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

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

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**Conditions, comments, recommendations:**

Entertainment License - Public Hearing scheduled for 10/7/24 Select Board meeting.

Special One-Day Liquor License - Scheduled on the 10/7/24 Select Board meeting.

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**Solid Waste & Recycling Plan:**

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**Correspondence Received:**

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

**Fees:**

Fee Waiver Request: Yes/No No.

To Select Board for Approval:

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

If approved, terms:

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# Town of Falmouth

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

**PAID** \$70 ck# 2024

## Application for Special Events

### CONTACT INFORMATION

Applicant's Name: Shipwrecked /Rob Loewen  
Mailing Address: 263 Grand Ave Falmouth Ma 02540  
Phone: 508-540-9600 Cell Phone: [REDACTED]  
E-Mail: info@shipwreckedfalmouth.com

### EVENT DETAILS

Name of Event: Falmouth In The Fall Road Race Post Party  
Type of Event: Road race after party/Beer garden  
Description of Event: See attached  
*(Attach a narrative describing the event on a separate sheet if more space is needed.)*  
Event Day & Date: Sunday, November 3, 2024  
Rain Date: n/a  
Event Hours: From: 10am To: 6pm  
Setup Date: 11/3 Time: 9am Breakdown Date: 11/3 Time: 6pm  
Location Requested:  
1<sup>st</sup> Choice: Shipwrecked and The Heights Hotel Parking lot  
2<sup>nd</sup> Choice: \_\_\_\_\_  
Number of Attendees: 400+ Number of Vehicles: 0  
Parking Plan: Beach lots  
Solid Waste & Recycling Plan: \_\_\_\_\_  
*(Please see Solid Waste & Recycling Information, attached.)*

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

- Chairs \_\_\_\_\_
- Tents 10X10-no sides *(apply for tent permit at Building Department)*
- Barriers \_\_\_\_\_
- Signs \_\_\_\_\_ *(apply for sign permit at Building Department)*
- Road race \_\_\_\_\_ *(include route map, see attached road race rules and sign)*
- Walk/bike \_\_\_\_\_ *(include route map)*
- Use of Shining Sea Bike Path \_\_\_\_\_ *(see attached bike path rules and sign)*
- Food or beverages \_\_\_\_\_ *(apply for temporary food permit at Health Department)*
- Alcoholic beverages \_\_\_\_\_ *(apply for one-day liquor license)*
- Entertainment \_\_\_\_\_ *(apply for Sunday entertainment license)*

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

Applicant's Signature: [Signature] Date: 8-29-24

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

State Fee, \$ 2.00  
Municipal Fee, \$ 5.00

THE COMMONWEALTH OF MASSACHUSETTS  
Town \_\_\_\_\_ OF Falmouth



# LICENSE

For  
PUBLIC ENTERTAINMENT ON SUNDAY

The Name of the Establishment is Shipwrecked in or on the property at No. \_\_\_\_\_  
Shipwrecked/The Heights Hotel parking lot, 263 Grand Avenue, Falmouth, MA 02540 (address)

The Licensee or Authorized representative, Rob Loewen in

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

DATE	TIME	Proposed dancing or game, sport, fair, exposition, play, entertainment or public diversion
11/3/2024	10:00am-6:00pm	Live guitar for duo/soloist and D.J. amplified.

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

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

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

Do not write in this box

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

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

(Revised 2015)



**PAID**  
\$10  
ck # 2026

**APPLICATION**

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

NAME OF APPLICANT: Shipwrecked/Rob Loewen

ADDRESS OF APPLICANT: 263 Grand Ave

Falmouth Ma 02540  
TOWN STATE ZIP CODE

NAME OF ORGANIZATION: Shipwrecked

MAILING ADDRESS: 263 Grand Ave

TELEPHONE #: 508-540-9600 EMAIL: info@shipwreckedfalmouth.com

LOCATION TO BE LICENSED-ADDRESS: Parking lot of Shipwrecked and The Heights Hotel

Falmouth MA 02540  
TOWN STATE ZIP CODE

EVENT TITLE: Shipwrecked.Falmouth In The Fall Road Race After Party APPROXIMATE # OF PEOPLE: 400+ in and out

DATE(S) OF EVENT: 11/09/2024 HOURS OF EVENT: 10am-6pm

AUTHORIZED MANAGER OF ESTABLISHMENT EVENT: Rob Loewen

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)

08-29-24  
DATE

Rob Loewen  
APPLICANT SIGNATURE

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

To whom it may concern,

We, Shipwrecked Falmouth, are seeking a one day wine & malt license for the "Falmouth in the Fall" road race on November 3, 2024. The permit is for a beer garden/ post race party on the property in the back parking lot of Shipwrecked and The Heights Hotel in the same fashion that we have hosted previous events. There will be no vehicular traffic permitted on the property during the day of the event. The Beer Garden will be monitored by house security and by Frontier Security Strategies. All servers and bartenders are tip certified. The tents set up on property will be 10X10 tents with no sides. We will house approximately 5-6 local breweries. The event will run from set up at 10am until breakdown at 6pm. There will be live entertainment and a D.J. throughout the event.

Thank you for your consideration,

Rob Loewen  
Property Manager  
Shipwrecked Falmouth & The Heights Hotel



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

Town of Falmouth, MA makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 10/10/2023  
Data updated 07/17/2024

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

## Diane Davidson

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**From:** Brian Reid <brian.reid@falmouthpolicema.gov>  
**Sent:** Wednesday, September 25, 2024 2:43 PM  
**To:** Diane Davidson; Boyd Demello; Craig O'Malley; Eleanor MacKay; Gary Street; Gregg Fraser; Jeff Lourie; Jeremiah Pearson; Jim Grady; Julie Williams-Tinkham; Maggie Clayton; Mallory Langler; Mike Renshaw; Morgan Cardoso; Peter Johnson-Staub; Peter McConarty; Scott McGann; Sean Doyle; Steven Cadorette; Timothy Smith  
**Cc:** Brooke McMillan; Kristin Nickerson; Lindsey Demers; Pam Marshall; Samantha Moir  
**Subject:** Re: Special Events Applications

No objection from Police

Respectfully,



Brian L. Reid  
Captain of Operations  
Falmouth Police Department  
774-255-4527 ext. 4502

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**From:**  
Diane  
Davidson

<diane.davidson@falmouthma.gov>

**Sent:** Wednesday, September 25, 2024 1:00 PM

**To:** Boyd Demello <boyd.demello@falmouthfirema.gov>; Brian Reid <brian.reid@falmouthpolicema.gov>; Craig O'Malley <craig.omalley@falmouthfirema.gov>; Diane Davidson <diane.davidson@falmouthma.gov>; Eleanor MacKay <eleanor.mackay@falmouthma.gov>; Gary Street <gary.street@falmouthma.gov>; Gregg Fraser <gregg.fraser@falmouthma.gov>; Jeff Lourie <Jeff.Lourie@falmouthpolicema.gov>; Jeremiah Pearson <jeremiah.pearson@falmouthma.gov>; Jim Grady <jim.grady@falmouthma.gov>; Julie Williams-Tinkham <julie.williams@falmouthma.gov>; Maggie Clayton <maggie.clayton@falmouthma.gov>; Mallory Langler <mallory.langler@falmouthma.gov>; Mike rensaw <mike.rensaw@falmouthma.gov>; Morgan Cardoso <morgan.cardoso@falmouthma.gov>; Peter Johnson-Staub <peter.johnson-staub@falmouthma.gov>; Peter McConarty <peter.mcconarty@falmouthma.gov>; Scott McGann <scott.mcgann@falmouthma.gov>; Sean Doyle <sean.doyle@falmouthpolicema.gov>; Steven Cadorette <steven.cadorette@falmouthma.gov>; Tim Smith <timothy.smith@falmouthfirema.gov>

**Cc:** Brooke McMillan <brooke.mcmillan@falmouthma.gov>; Kristin Nickerson <kristin.nickerson@falmouthpolicema.gov>; Lindsey Demers <lindsey.demers@falmouthma.gov>; Pamela Marshall <pamela.marshall@falmouthma.gov>; Samantha Moir <samantha.moir@falmouthma.gov>  
**Subject:** Special Events Applications

**To:** Special Events Working Group

Attached please find three applications for special events for your review and recommendations:

1. Falmouth in the Fall Road Race After Party – Shipwrecked/The Heights Hotel Parking Lot – Sunday, 11/3/24 (also One-Day Wine & Malt Liquor License and Sunday Entertainment License scheduled on the 10/7/24 Select Board agenda).
2. We Are Still Here: Honoring Falmouth's Indigenous First Nations People – Peg Noonan Park – Monday, 10/14/24.
3. Street of Scarecrows – Street light poles on Main Street – Month of October.

## Diane Davidson

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**From:** Boyd Demello <boyd.demello@falmouthfirema.gov>  
**Sent:** Wednesday, September 25, 2024 2:53 PM  
**To:** Diane Davidson; Brian Reid; Craig O'Malley; Diane Davidson; Eleanor MacKay; Gary Street; Gregg Fraser; Jeff Lourie; Jeremiah Pearson; Jim Grady; Julie Williams-Tinkham; Maggie Clayton; Mallory Langler; Mike Renshaw; Morgan Cardoso; Peter Johnson-Staub; Peter McConarty; Scott McGann; Sean Doyle; Steven Cadorette; Timothy Smith  
**Cc:** Brooke McMillan; Kristin Nickerson; Lindsey Demers; Pam Marshall; Samantha Moir  
**Subject:** RE: Special Events Applications

Fire Rescue has no objections to the applications

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

CONFIDENTIALITY NOTICE: This message is privileged and confidential for the addressee(s) named above. If you are not the intended recipient, you are prohibited from disseminating, using, or copying the contents and should notify the sender immediately that you received this message in error.

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**From:** Diane Davidson <diane.davidson@falmouthma.gov>  
**Sent:** Wednesday, September 25, 2024 13:00  
**To:** Boyd Demello <boyd.demello@falmouthfirema.gov>; Brian Reid <brian.reid@falmouthpolicema.gov>; Craig O'Malley <craig.omalley@falmouthfirema.gov>; Diane Davidson <diane.davidson@falmouthma.gov>; Eleanor MacKay <eleanor.mackay@falmouthma.gov>; Gary Street <gary.street@falmouthma.gov>; Gregg Fraser <gregg.fraser@falmouthma.gov>; Jeff Lourie <Jeff.Lourie@falmouthpolicema.gov>; Jeremiah Pearson <jeremiah.pearson@falmouthma.gov>; Jim Grady <jim.grady@falmouthma.gov>; Julie Williams-Tinkham <julie.williams@falmouthma.gov>; Maggie Clayton <maggie.clayton@falmouthma.gov>; Mallory Langler <mallory.langler@falmouthma.gov>; Mike rensaw <mike.rensaw@falmouthma.gov>; Morgan Cardoso <morgan.cardoso@falmouthma.gov>; Peter Johnson-Staub <peter.johnson-staub@falmouthma.gov>; Peter McConarty <peter.mconarty@falmouthma.gov>; Scott McGann <scott.mcgann@falmouthma.gov>; Sean Doyle <sean.doyle@falmouthpolicema.gov>; Steven Cadorette <steven.cadorette@falmouthma.gov>; Tim Smith <timothy.smith@falmouthfirema.gov>  
**Cc:** Brooke McMillan <brooke.mcmillan@falmouthma.gov>; Kristin Nickerson <kristin.nickerson@falmouthpolicema.gov>; Lindsey Demers <lindsey.demers@falmouthma.gov>; Pamela Marshall <pamela.marshall@falmouthma.gov>; Samantha Moir <samantha.moir@falmouthma.gov>  
**Subject:** Special Events Applications

To: Special Events Working Group

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## Diane Davidson

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**From:** Gary Street  
**Sent:** Wednesday, September 25, 2024 1:01 PM  
**To:** Diane Davidson  
**Subject:** RE: Special Events Applications

Building no objections

Respectfully,

*Gary Street*

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

---

**From:** Diane Davidson <diane.davidson@falmouthma.gov>  
**Sent:** Wednesday, September 25, 2024 1:00 PM  
**To:** Boyd Demello <boyd.demello@falmouthfirema.gov>; Brian Reid <brian.reid@falmouthpolicema.gov>; Craig O'Malley <craig.omalley@falmouthfirema.gov>; Diane Davidson <diane.davidson@falmouthma.gov>; Eleanor MacKay <eleanor.mackay@falmouthma.gov>; Gary Street <gary.street@falmouthma.gov>; Gregg Fraser <gregg.fraser@falmouthma.gov>; Jeff Lourie <Jeff.Lourie@falmouthpolicema.gov>; Jeremiah Pearson <jeremiah.pearson@falmouthma.gov>; Jim Grady <jim.grady@falmouthma.gov>; Julie Williams-Tinkham <julie.williams@falmouthma.gov>; Maggie Clayton <maggie.clayton@falmouthma.gov>; Mallory Langler <mallory.langler@falmouthma.gov>; Mike Renshaw <mike.renshaw@falmouthma.gov>; Morgan Cardoso <morgan.cardoso@falmouthma.gov>; Peter Johnson-Staub <peter.johnson-staub@falmouthma.gov>; Peter McConarty <peter.mcconarty@falmouthma.gov>; Scott McGann <scott.mcgann@falmouthma.gov>; Sean Doyle <sean.doyle@falmouthpolicema.gov>; Steven Cadorette <steven.cadorette@falmouthma.gov>; Timothy Smith <timothy.smith@falmouthfirema.gov>  
**Cc:** Brooke McMillan <brooke.mcmillan@falmouthma.gov>; Kristin Nickerson <kristin.nickerson@falmouthpolicema.gov>; Lindsey Demers <lindsey.demers@falmouthma.gov>; Pam Marshall <pamela.marshall@falmouthma.gov>; Samantha Moir <samantha.moir@falmouthma.gov>  
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2. We Are Still Here: Honoring Falmouth's Indigenous First Nations People – Peg Noonan Park – Monday, 10/14/24.

## Diane Davidson

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**From:** Maggie Clayton  
**Sent:** Wednesday, September 25, 2024 5:03 PM  
**To:** Diane Davidson  
**Subject:** Re: Special Events Applications

Hi, Diane:

The Beach Dept. has no comments on any of these applications. Thank you for organizing the troops.

Best,  
Maggie

Maggie Clayton  
Beach Superintendent  
Town of Falmouth  
(774)392-6900

---

**From:** Diane Davidson <diane.davidson@falmouthma.gov>  
**Sent:** Wednesday, September 25, 2024 1:00 PM  
**To:** Boyd Demello <boyd.demello@falmouthfirema.gov>; Brian Reid <brian.reid@falmouthpolicema.gov>; Craig O'Malley <craig.omalley@falmouthfirema.gov>; Diane Davidson <diane.davidson@falmouthma.gov>; Eleanor MacKay <eleanor.mackay@falmouthma.gov>; Gary Street <gary.street@falmouthma.gov>; Gregg Fraser <gregg.fraser@falmouthma.gov>; Jeff Lourie <Jeff.Lourie@falmouthpolicema.gov>; Jeremiah Pearson <jeremiah.pearson@falmouthma.gov>; Jim Grady <jim.grady@falmouthma.gov>; Julie Williams-Tinkham <julie.williams@falmouthma.gov>; Maggie Clayton <maggie.clayton@falmouthma.gov>; Mallory Langler <mallory.langler@falmouthma.gov>; Mike Renshaw <mike.renshaw@falmouthma.gov>; Morgan Cardoso <morgan.cardoso@falmouthma.gov>; Peter Johnson-Staub <peter.johnson-staub@falmouthma.gov>; Peter McConarty <peter.mcconarty@falmouthma.gov>; Scott McGann <scott.mcgann@falmouthma.gov>; Sean Doyle <sean.doyle@falmouthpolicema.gov>; Steven Cadorette <steven.cadorette@falmouthma.gov>; Timothy Smith <timothy.smith@falmouthfirema.gov>  
**Cc:** Brooke McMillan <brooke.mcmillan@falmouthma.gov>; Kristin Nickerson <kristin.nickerson@falmouthpolicema.gov>; Lindsey Demers <lindsey.demers@falmouthma.gov>; Pam Marshall <pamela.marshall@falmouthma.gov>; Samantha Moir <samantha.moir@falmouthma.gov>  
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3. Street of Scarecrows – Street light poles on Main Street – Month of October.

## Diane Davidson

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**From:** Julie Williams-Tinkham  
**Sent:** Thursday, September 26, 2024 9:24 AM  
**To:** Diane Davidson  
**Subject:** RE: Special Events Applications

Thank you Diane.  
No objections from the recreation department.  
Best.  
-Julie

---

**From:** Diane Davidson <diane.davidson@falmouthma.gov>  
**Sent:** Wednesday, September 25, 2024 1:00 PM  
**To:** Boyd Demello <boyd.demello@falmouthfirema.gov>; Brian Reid <brian.reid@falmouthpolicema.gov>; Craig O'Malley <craig.omalley@falmouthfirema.gov>; Diane Davidson <diane.davidson@falmouthma.gov>; Eleanor MacKay <eleanor.mackay@falmouthma.gov>; Gary Street <gary.street@falmouthma.gov>; Gregg Fraser <gregg.fraser@falmouthma.gov>; Jeff Lourie <Jeff.Lourie@falmouthpolicema.gov>; Jeremiah Pearson <jeremiah.pearson@falmouthma.gov>; Jim Grady <jim.grady@falmouthma.gov>; Julie Williams-Tinkham <julie.williams@falmouthma.gov>; Maggie Clayton <maggie.clayton@falmouthma.gov>; Mallory Langler <mallory.langler@falmouthma.gov>; Mike Renshaw <mike.renshaw@falmouthma.gov>; Morgan Cardoso <morgan.cardoso@falmouthma.gov>; Peter Johnson-Staub <peter.johnson-staub@falmouthma.gov>; Peter McConarty <peter.mcconarty@falmouthma.gov>; Scott McGann <scott.mcgann@falmouthma.gov>; Sean Doyle <sean.doyle@falmouthpolicema.gov>; Steven Cadorette <steven.cadorette@falmouthma.gov>; Timothy Smith <timothy.smith@falmouthfirema.gov>  
**Cc:** Brooke McMillan <brooke.mcmillan@falmouthma.gov>; Kristin Nickerson <kristin.nickerson@falmouthpolicema.gov>; Lindsey Demers <lindsey.demers@falmouthma.gov>; Pam Marshall <pamela.marshall@falmouthma.gov>; Samantha Moir <samantha.moir@falmouthma.gov>  
**Subject:** Special Events Applications

To: Special Events Working Group

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3. Street of Scarecrows – Street light poles on Main Street – Month of October.

Please reply by Monday, September 30, 2024.

Thank you,

Diane

**Diane S. Davidson**  
Office Manager/Licensing

## Diane Davidson

---

**From:** Morgan Cardoso  
**Sent:** Tuesday, October 1, 2024 11:31 AM  
**To:** Diane Davidson  
**Subject:** RE: Special Events Applications

No issues from Health.

I was off for a couple of days, not sure if Scott responded 😊



**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>

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**From:** Diane Davidson <[diane.davidson@falmouthma.gov](mailto:diane.davidson@falmouthma.gov)>  
**Sent:** Wednesday, September 25, 2024 1:00 PM  
**To:** Boyd Demello <[boyd.demello@falmouthfirema.gov](mailto:boyd.demello@falmouthfirema.gov)>; Brian Reid <[brian.reid@falmouthpolicema.gov](mailto:brian.reid@falmouthpolicema.gov)>; Craig O'Malley <[craig.omalley@falmouthfirema.gov](mailto:craig.omalley@falmouthfirema.gov)>; Diane Davidson <[diane.davidson@falmouthma.gov](mailto:diane.davidson@falmouthma.gov)>; Eleanor MacKay <[eleanor.mackay@falmouthma.gov](mailto:eleanor.mackay@falmouthma.gov)>; Gary Street <[gary.street@falmouthma.gov](mailto:gary.street@falmouthma.gov)>; Gregg Fraser <[gregg.fraser@falmouthma.gov](mailto:gregg.fraser@falmouthma.gov)>; Jeff Lourie <[Jeff.Lourie@falmouthpolicema.gov](mailto:Jeff.Lourie@falmouthpolicema.gov)>; Jeremiah Pearson <[jeremiah.pearson@falmouthma.gov](mailto:jeremiah.pearson@falmouthma.gov)>; Jim Grady <[jim.grady@falmouthma.gov](mailto:jim.grady@falmouthma.gov)>; Julie Williams-Tinkham <[julie.williams@falmouthma.gov](mailto:julie.williams@falmouthma.gov)>; Maggie Clayton <[maggie.clayton@falmouthma.gov](mailto:maggie.clayton@falmouthma.gov)>; Mallory Langler <[mallory.langler@falmouthma.gov](mailto:mallory.langler@falmouthma.gov)>; Mike Renshaw <[mike.renshaw@falmouthma.gov](mailto:mike.renshaw@falmouthma.gov)>; Morgan Cardoso <[morgan.cardoso@falmouthma.gov](mailto:morgan.cardoso@falmouthma.gov)>; Peter Johnson-Staub <[peter.johnson-staub@falmouthma.gov](mailto:peter.johnson-staub@falmouthma.gov)>; Peter McConarty <[peter.mcconarty@falmouthma.gov](mailto:peter.mcconarty@falmouthma.gov)>; Scott McGann <[scott.mcgann@falmouthma.gov](mailto:scott.mcgann@falmouthma.gov)>; Sean Doyle <[sean.doyle@falmouthpolicema.gov](mailto:sean.doyle@falmouthpolicema.gov)>; Steven Cadorette <[steven.cadorette@falmouthma.gov](mailto:steven.cadorette@falmouthma.gov)>; Timothy Smith <[timothy.smith@falmouthfirema.gov](mailto:timothy.smith@falmouthfirema.gov)>  
**Cc:** Brooke McMillan <[brooke.mcmillan@falmouthma.gov](mailto:brooke.mcmillan@falmouthma.gov)>; Kristin Nickerson <[kristin.nickerson@falmouthpolicema.gov](mailto:kristin.nickerson@falmouthpolicema.gov)>; Lindsey Demers <[lindsey.demers@falmouthma.gov](mailto:lindsey.demers@falmouthma.gov)>; Pam Marshall <[pamela.marshall@falmouthma.gov](mailto:pamela.marshall@falmouthma.gov)>; Samantha Moir <[samantha.moir@falmouthma.gov](mailto:samantha.moir@falmouthma.gov)>  
**Subject:** Special Events Applications

To: Special Events Working Group

Attached please find three applications for special events for your review and recommendations:

**OPEN SESSION**

**BUSINESS**

1. Update – Future Vision of Falmouth Public Schools **(15 minutes)**



## AGENDA ITEM SUMMARY SHEET

**ITEM NUMBER:** Business 1.

**ITEM TITLE:** Update- Future Vision of Falmouth Public Schools

**MEETING DATE:** 10/7/2024

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

**SUBMITTED BY:** Mike Renshaw, Town Manager and Lori Duerr, School Superintendent

**ATTACHMENTS:** PowerPoint Presentation

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### PURPOSE:

The Chair of the Falmouth School Committee and the School Superintendent will present the Select Board with an update concerning current use of the various school facilities, key challenges to be addressed in the future, and their proposed plans and options for consideration.

### BACKGROUND/SUMMARY:

- There are currently seven school facilities that comprise the Falmouth Public Schools system
  - Four elementary schools (East Falmouth, Mullen-Hall, North Falmouth, and Teaticket)
  - Morse Pond School serves grades 5-6
  - Lawrence School serves grades 7-8
  - Falmouth High School serves grades 9-12
- Key future challenges to address include:

- Demand for early childhood education
- Declining school enrollment
- Aging facilities/infrastructure
- Proposed plans/options for consideration
  - Convert Teaticket facility into an Early Learning Center to serve pre-school children (ages 3-4)
  - Operate three (3) elementary schools- East Falmouth (merged with Teaticket school community), Mullen-Hall, and North Falmouth
  - Plan to take Morse Pond facility off-line as a school and possibly re-purposed by the Town
  - Reconfigure grade structure for schools serving grades 5-8
  - Proposal for major renovation of Lawrence School

**DEPARTMENT RECOMMENDATION:**

This report is for informational purposes only; no formal action is requested of the Select Board.

**OPTIONS:**

N/A

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

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

N/A

**TOWN MANAGER COMMENTS:**

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

*Michael Renshaw*

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Town Manager

10/3/2024

Date

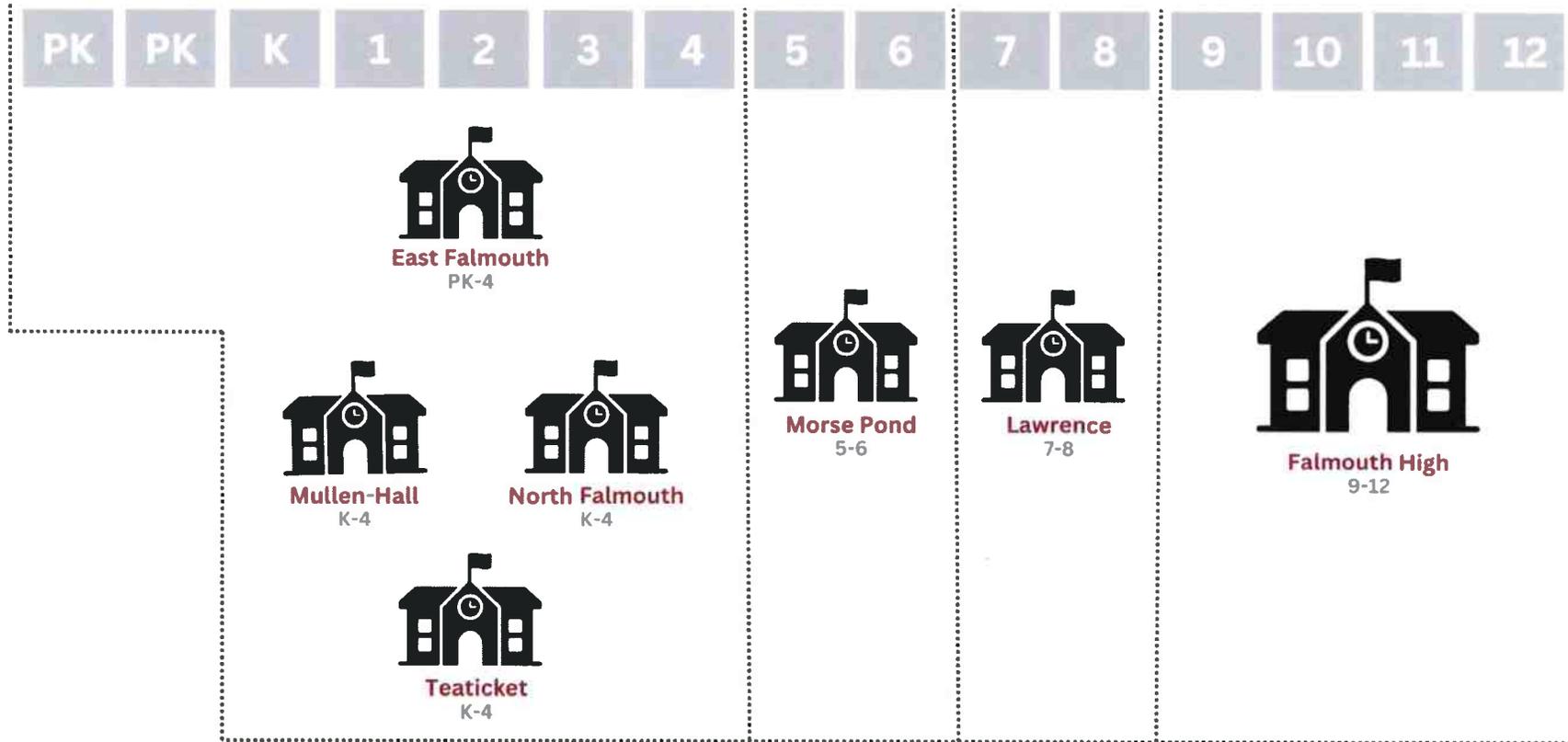


# Navigating the Future Together

## COMMUNITY FORUMS

Fall 2024

# Our School Facilities - Current Use



# Key Challenges to Address



## 1. Demand for early childhood education

*How can Falmouth Public Schools provide additional preschool opportunities for 3- and 4-year-old students, to supplement existing private preschool programs?*



## 2. Declining enrollment

*As overall enrollment continues to decline, how can we make the most effective and efficient use of our buildings to meet the educational needs of students and families?*



## 3. Aging facilities

*How can we make the capital investments necessary to address the most critical needs in our school facilities?*

# Proposed Plans and Options for Consideration

Over the next 8 years, we are proposing to:

1. Convert the Teaticket building into an **Early Learning Center**, serving students in Preschool (ages 3 and 4).
  2. Operate **three elementary schools** – East Falmouth (merged with Teaticket school community), Mullen-Hall, and North Falmouth – all starting with Kindergarten.
  3. Plan for taking the **Morse Pond** building off-line as a school, to be repurposed by the Town.
  4. Reconfigure the grade structure for schools serving **Grades 5 – 8**.
  5. Draft a proposal for a major renovation of **Lawrence School**.
-

# Building Needs Committee

The Building Needs Committee:

- is comprised of school committee members, administration, staff members, family members, and community members.
  - will study the challenges and proposed solutions.
  - will gather feedback from staff, families, and community members.
  - will make recommendations to the School Committee relative to the proposed plans presented at the staff and community forums.
- 

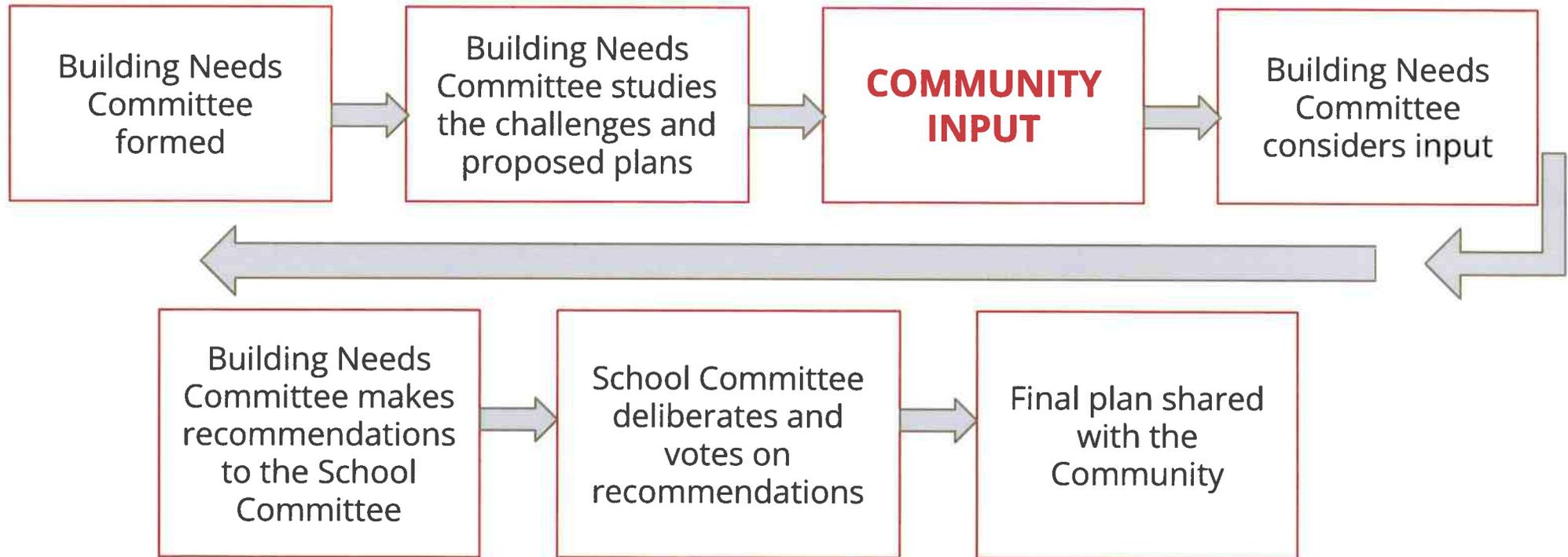
# Building Needs Committee Members

- School Committee Members: Melissa Keefe, Susan Augusta
- Principal: Alan Harris
- Town Manager: Mike Renshaw
- Select Board Member: Nancy Taylor
- Community Members: Bob Antonucci, Lieutenant Ryan Hergt
- Staff Members: Stacey Boudrot, Kelly Mish, Melissa Hamilton
- Parents/Guardians: Mallory Lavelle, Kristina Woods, Mary Kate Petrucci

Administrative Support to the Committee: Lori Duerr, Paul Dart, Sandy Kapsambelis

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# Process

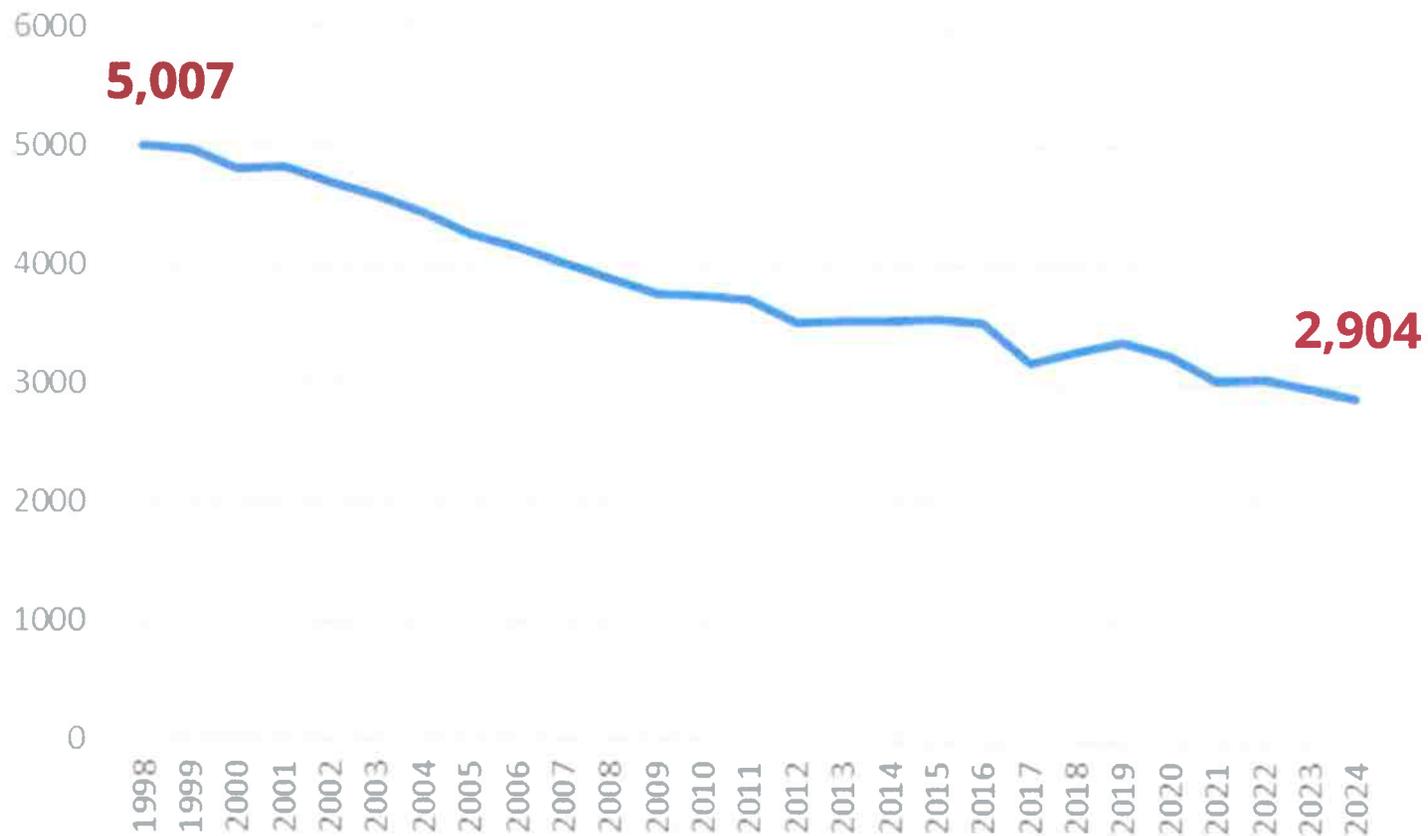


# Let's Look at the Data!

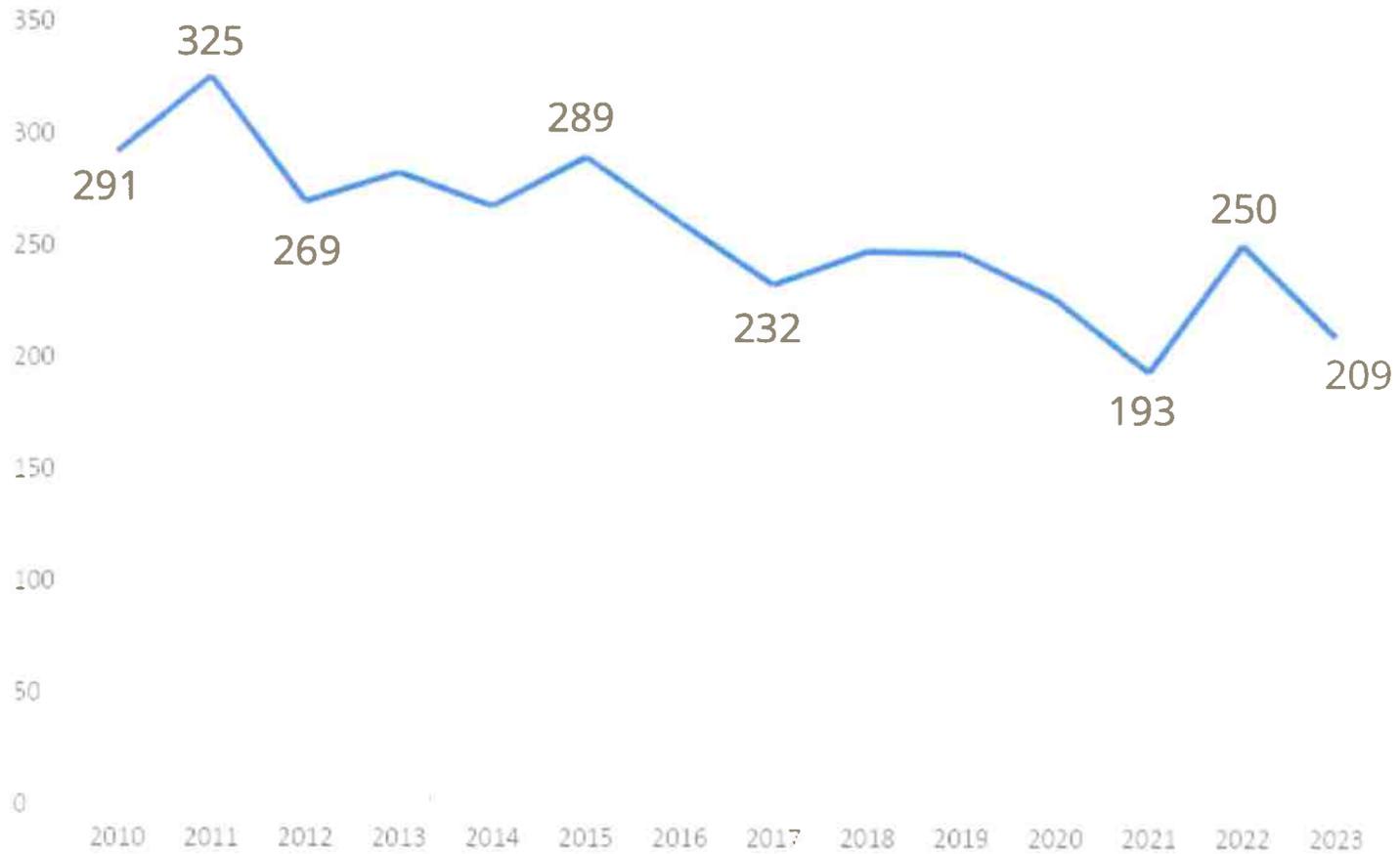
- District K-12 Enrollment History
  - Kindergarten Enrollment
  - Kindergarten Enrollment vs. Birth Rates
  - Enrollment per grade and school (2023-24 school year)
-

# District K-12 Enrollment

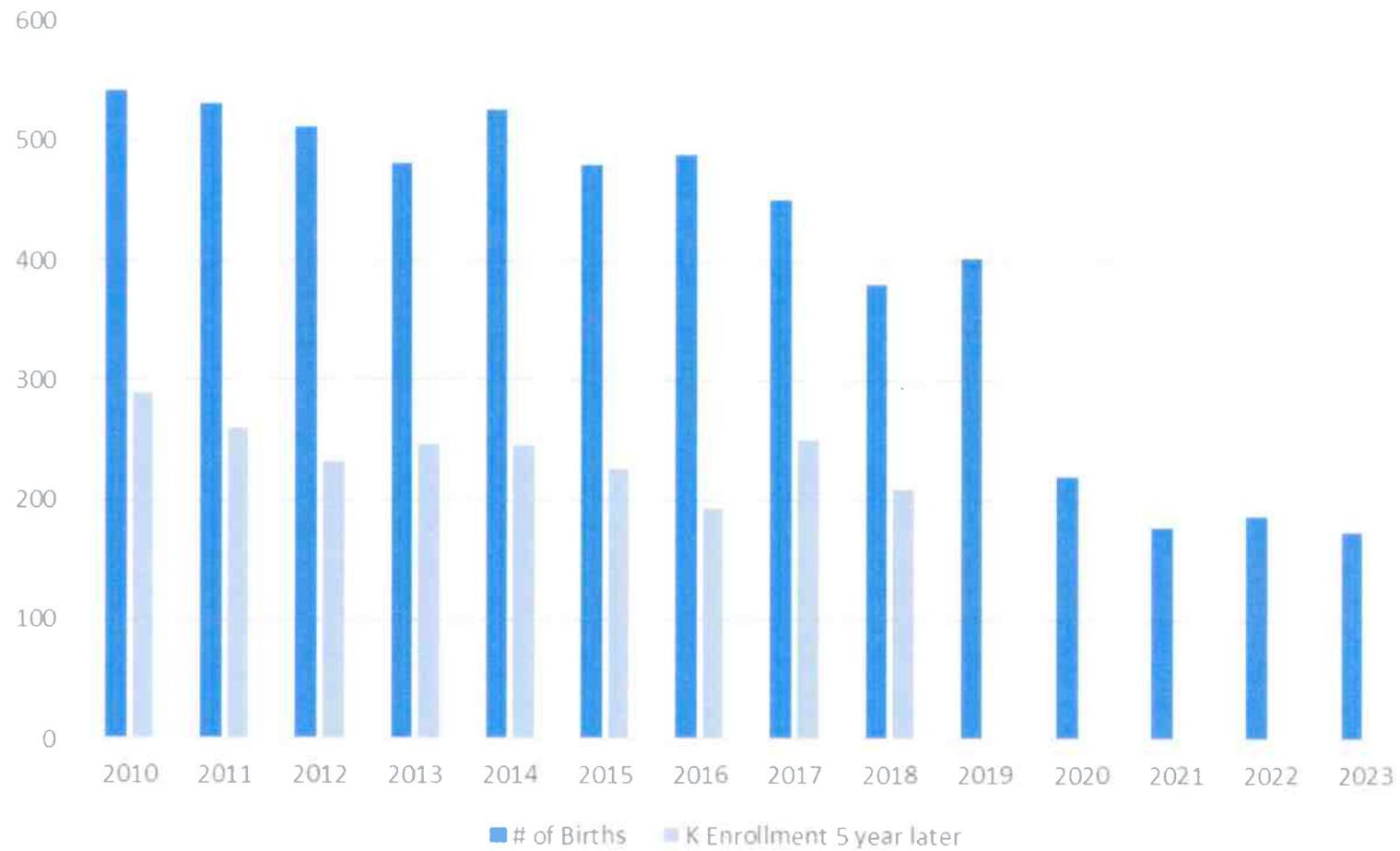
Enrollment History



# Kindergarten Enrollment



# Kindergarten Enrollment vs. Birth Rates



## Proposed Plans 1 & 2

1. Convert the Teaticket building into an **Early Learning Center**, serving students in Preschool (ages 3 and 4).
  2. Operate **three elementary schools** – East Falmouth (merged with Teaticket school community), Mullen-Hall, and North Falmouth – all starting with Kindergarten.
-

# Proposed Plans 1 & 2

1. Convert the Teaticket building into an **Early Learning Center**, serving students in Preschool (ages 3 and 4).
2. Operate **three elementary schools** – East Falmouth (merged with Teaticket school community), Mullen-Hall, and North Falmouth – all starting with Kindergarten.



# Advantages to an Early Learning Center

## Preschool

- Universal free PreK for participating families
  - Full Day for 4 year olds
    - Current waitlist for full day pilot classrooms
  - Full Day options for 3 year olds
  - Room for Growth
  - FHS EEC Internship and Internal Pipeline
  - Private Provider Waitlist
  - Private Daycare is not accessible/affordable for many families
  - Space for before- and after-care to manage or partner with community provider(s)
-

# Early Learning Center Location

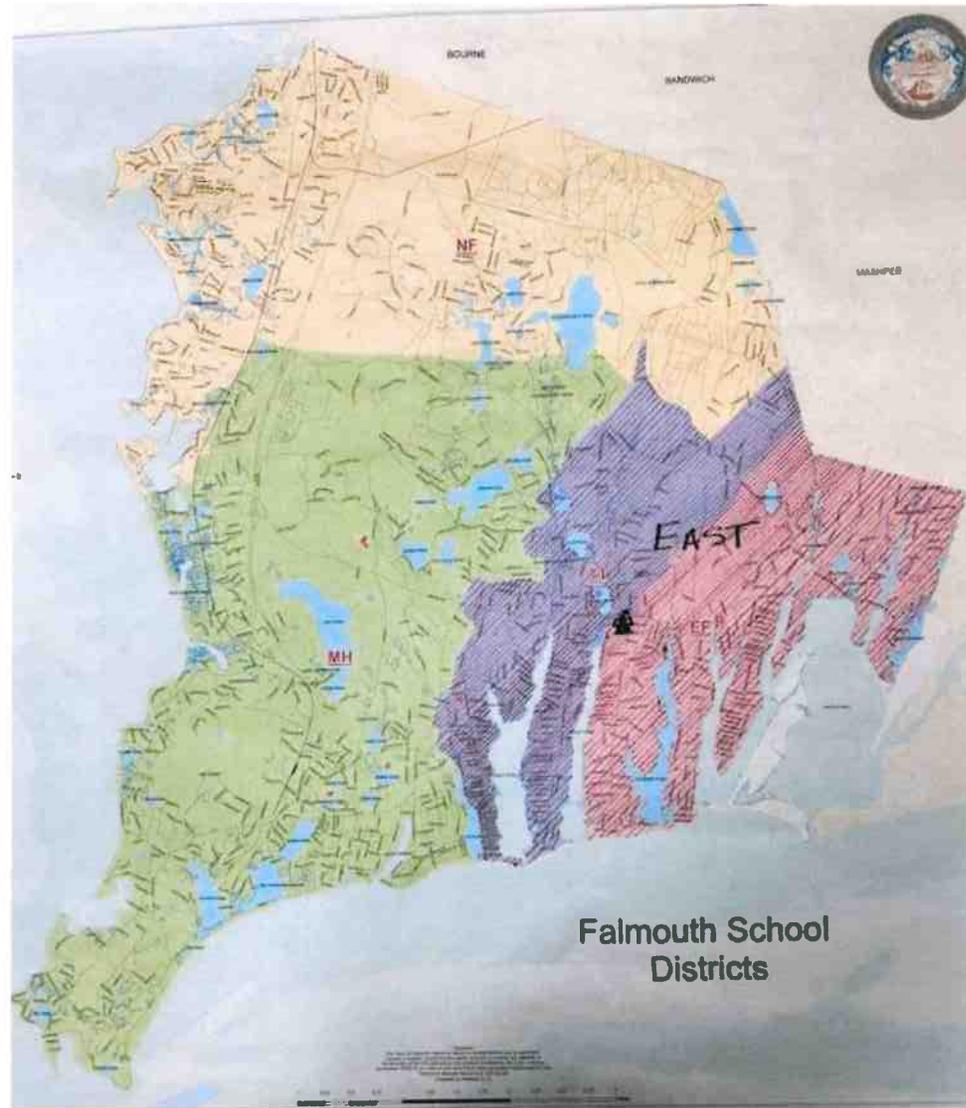
<b>Mullen Hall</b>	<b>North Falmouth</b>	<b>East Falmouth</b>	<b>Teaticket</b>
<ul style="list-style-type: none"><li>- Too large for a preschool</li><li>- Need larger school for K-4 enrollment</li><li>- Not central to all of Falmouth</li></ul>	<ul style="list-style-type: none"><li>- Geographic location is not ideal or central to all of Falmouth</li></ul>	<ul style="list-style-type: none"><li>- Right size</li><li>- Not central to all of Falmouth</li></ul>	<ul style="list-style-type: none"><li>- Right size</li><li>- Central location</li><li>- Easy access for all families</li><li>- Easy access for FHS students in Early Childhood program for internship opportunities</li></ul>
<p><b>Teaticket</b> meets all of the criteria.</p>			

# Advantages

## Teaticket and East Falmouth Elementary School Communities Merge Together

- Richness of more sections to group students for instruction
  - More opportunities for inclusion
  - Strategic placements across sections
  - Increased opportunity for teacher collaboration
  - Shortest distance for majority of Teaticket families
  - East Falmouth building is centrally located of both the Teaticket and East Falmouth Communities
-

# Let's take a look at the Map



# Best Transition Plan Options

## 1 Year Transition - Option 1

**2025-2026** TT Grades K-4 move to EF

TT building: Early Learning Center

## 1 Year Transition - Option 2

**2025-2026** TT Grades 1-4 move to EF

EF K moves to TT

TT building: Early Learning Center



# Best Transition Plan Options

## 2 Year Transition

**2025-2026** TT Grades K, 1, 2 move to EF

**2026-2027** TT Grades 3, 4 move to EF

TT building: Early Learning Center

## 4 Year Transition

**2025-2026** TT Grades K, 1 move to EF

**2026-2027** TT Grade 2 moves to EF

**2027-2028** TT Grade 3 moves to EF

**2028-2029** TT Grade 4 moves to EF

TT building: Early Learning Center

# Best Transition Plan Options

## 1 Year Transition to East Falmouth for grades K, 1, 2 / 3 year Transition to Early Childhood Center

**2025-2026** TT Grades K, 1, 2 move to EF / EF Preschool moves to TT

**Teaticket:** 7 K-2 classrooms + 2 TIPP classrooms -----> 8 classrooms + SLP room / SLP goes to office space and music is back in the music room at EF

**East Falmouth:** 9 classrooms + 2 small group spaces ----> 9 classrooms + 2 extra classrooms available for small space at TT

---

**2026-2027 Teaticket:** Grades 3, 4 and Preschool *OR*  
Grade 3 moves to EF and Grade 4 stays at TT *OR*  
Grades 3 & 4 move to EF

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**2027-2028 Teaticket:** Grade 4 and Preschool *OR*  
Preschool only



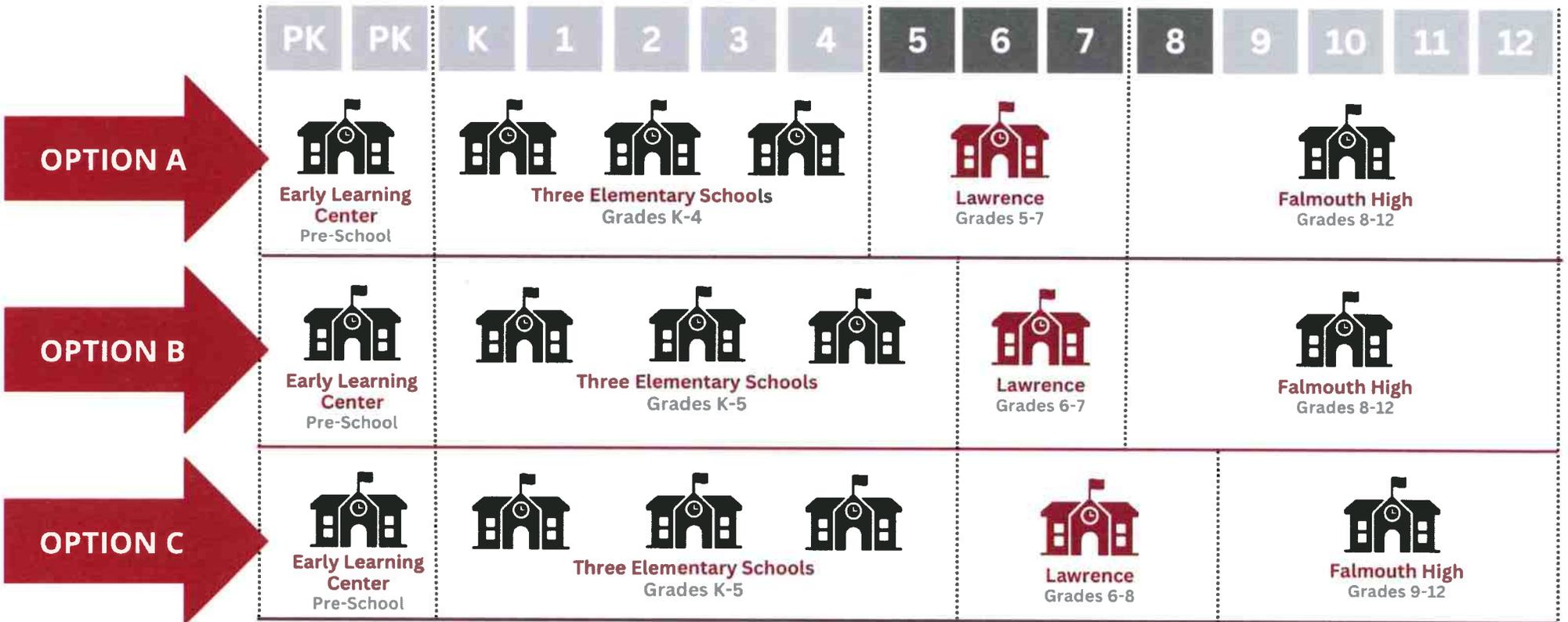
## Proposed Plans 3 & 4

3. Plan for taking the **Morse Pond** building off-line as a school, to be repurposed by the Town.
  4. Reconfigure the grade structure for schools serving **Grades 5 – 8**.
-

# Proposed Plans 3 & 4



comes off-line  
as a school



# Advantages of Option B

## Grade 5 within Elementary Schools

- Standards and resources written grades 3-5
- Developmental stage of students
- Coordination of Instructional Leadership
- Reduce number of transitions
  - All students experience 3 schools (2 transitions) k-12
  - Transitions can be disruptive for students

*\* Note: Introducing a new grade level to elementary schools, not increasing class sizes.*

---

# Advantages of Option B

## Grade 8 in Falmouth High School

- Opportunity for acceleration such as Math and World Language
- Higher 8th grade persistence into FHS
- Opportunity for additional electives
- Opportunity for CTE exploratory classes
- Increased opportunity to access AP courses
- Athletic connections
- Aligns with other Cape districts
- Capacity within FHS
- Equity and Opportunity

*\*Note: Potential creation of a grade 8 & 9 Academy*

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# Proposed Plan 5

5. Draft a proposal for a major renovation of **Lawrence School**.



# Why Lawrence School?

- Historical Value
  - Ensure Lawrence will be a school for decades to come!
  - Larger School by approx 42,000 sqft
  - Vernal Pool spaces
  - Renovated Shivericks Pond/Surrounding Areas
  - Neighborhood
  - Continued opportunities for MH student collaboration
  - Secondary organized campus
  - Larger Gymnasium and Auditorium
  - Easier transition to high school
  - Home of Town Meeting
-

# Why Renovate Lawrence School?

- 70 years old
  - Retention of students into middle school
  - Feel proud of the school environment
  - Update environment for better school organization
  - Update environment for improved alignment for current teaching and learning
  - Opportunity to add air conditioning
  - Other Green Options
    - Solar Panels
    - Solar Lighting
    - New landscaping
-

# Proposed Timeline for Renovation

<b>2024-2025</b>	Assessment (Fall) and Application Submission (Jan)
<b>2025-2026</b>	MSBA approval (Dec) Required Submissions begin Town Meeting approval for feasibility study funds
<b>2026-2027</b>	Feasibility Study
<b>2027-2028</b>	Town Meeting approval for full renovation Ballot Vote
<b>2028-2030</b>	Architectural Design
<b>2030-2032</b>	Construction Phase and temporary relocation of some grades
<b>August 2032</b>	Lawrence School reopens

*Note: The timeline for a newly renovated Lawrence School is dependent on MA School Building Authority (MSBA) approval.*



**Thank you for partnering with us as we  
navigate the future of FPS together!**



**<https://www.falmouth.k12.ma.us/future>**

## OPEN SESSION

## BUSINESS

2. Update – Outfall data collection and permitting project – Amy Lowell, Wastewater Superintendent (**15 minutes**)



**ITEM NUMBER:** Business 2.

**ITEM TITLE:** Update – Outfall data collection and permitting project

**MEETING DATE:** 10/7/2024

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

**SUBMITTED BY:** Amy Lowell, Wastewater Superintendent

**ATTACHMENTS:** Click or tap here to enter text.

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**PURPOSE:**

Update the Select Board regarding the significant progress that has been made regarding outfall data collection and permitting and provide background for a \$430,000 supplemental capital request on the November Town Meeting warrant for this effort.

**BACKGROUND/SUMMARY:**

The Wastewater Superintendent will provide a presentation regarding the outfall data collection and permitting work completed to-date, including:

- United States Geologic Survey has completed initial modeling of the potential impact of an outfall on the Sagamore Lens and initial results have been reviewed with Water Management Act personnel.
- Determination made on Interbasin Transfer Act applicability.
- Permit application process completed for marine soil borings. Marine soil borings are expected to occur in December, if the Army Corps of Engineers permit is issued in November as expected.

- Drafted, reviewed and finalized of a 2 year data collection plan including eelgrass surveys and benthic sampling in Nantucket Sound offshore from Falmouth, to meet the requirements of the Ocean Sanctuaries Act.
  - This process led to a larger sampling area and larger sampling program, and to the request for additional funds at Fall Town Meeting.
- Eelgrass and benthic survey and water quality data collected to-date.
- Twice monthly meetings with the Department of Environmental Protection and other regulatory agencies that will be reviewing the outfall permits. Many supplemental meetings on specific issues with relevant agencies.
- Presentations made and discussed at annual meetings of the Falmouth Heights-Maravista Neighborhood Association and the Teaticket Association.

**DEPARTMENT RECOMMENDATION:**

Hear and provide any feedback on the outfall update presentation. No action or vote by the Select Board is required at this time.

The Wastewater Department recommends that the Select Board support the November Town Meeting article for supplemental funds for outfall data collection and permitting (the recommendation for this funding article will come from the Finance Committee).

**OPTIONS:**

No action or vote by the Select Board is required at this meeting. The Board is encouraged to ask questions and express support if they feel appropriate.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

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

N/A

**TOWN MANAGER COMMENTS:**

This update is for informational purposes only; no formal Select Board action is requested.

*Michael Renshaw*

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Town Manager

10/3/2024

Date

## **OPEN SESSION**

### **BUSINESS**

3. YMCA aquatic center project status update and discussion on a draft assignment of groundwater discharge rights agreement **(15 minutes)**



## AGENDA ITEM SUMMARY SHEET

**ITEM NUMBER:** Business 3.

**ITEM TITLE:** Upper Cape YMCA aquatic center project status update and discussion on a draft assignment of groundwater discharge rights agreement

**MEETING DATE:** 10/7/2024

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

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

**ATTACHMENTS:** PowerPoint Presentation; Draft Assignment of Groundwater Discharge Rights agreement

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### PURPOSE:

The Select Board will hear a presentation by Stacie Peugh, President and CEO of YMCA Cape Cod, Kevin Klauer, YMCA Attorney/Ament Klauer LLP, and Bob Antonucci, Co-Chair, Capital Campaign concerning the Upper Cape YMCA project, and conduct a preliminary discussion concerning a potential Assignment of Groundwater Discharge Rights agreement between the YMCA and Town.

The purpose of this presentation is for informational and discussion purposes only. The Select Board will consider possible formal action concerning a groundwater discharge rights agreement at a future meeting.

### BACKGROUND/SUMMARY:

- YMCA Cape Cod President and CEO Stacie Peugh will provide an update on the Upper Cape YMCA project and design.

- YMCA Attorney Kevin Klauer will present the YMCA request for the Town to consider a land credit contribution via an Assignment of Groundwater Discharge Rights involving the Town-owned parcel at 0 Brick Kiln Road; Town Counsel has collaborated with Attorney Klauer in the drafting of this agreement.
- Co-Chair of the YMCA Capital Campaign Bob Antonucci will discuss the benefits of this project and offer concluding remarks.

**DEPARTMENT RECOMMENDATION:**

The purpose of this presentation is for informational and discussion purposes only.

The Select Board will consider possible formal action concerning a groundwater discharge rights agreement at a future meeting.

**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

10/3/2024

Date

# Upper Cape YMCA

Falmouth Select Board Project Update



**Stacie Peugh**

President & CEO,  
YMCA Cape Cod

**Kevin Klauer**

YMCA Attorney  
Ament Klauer LLP

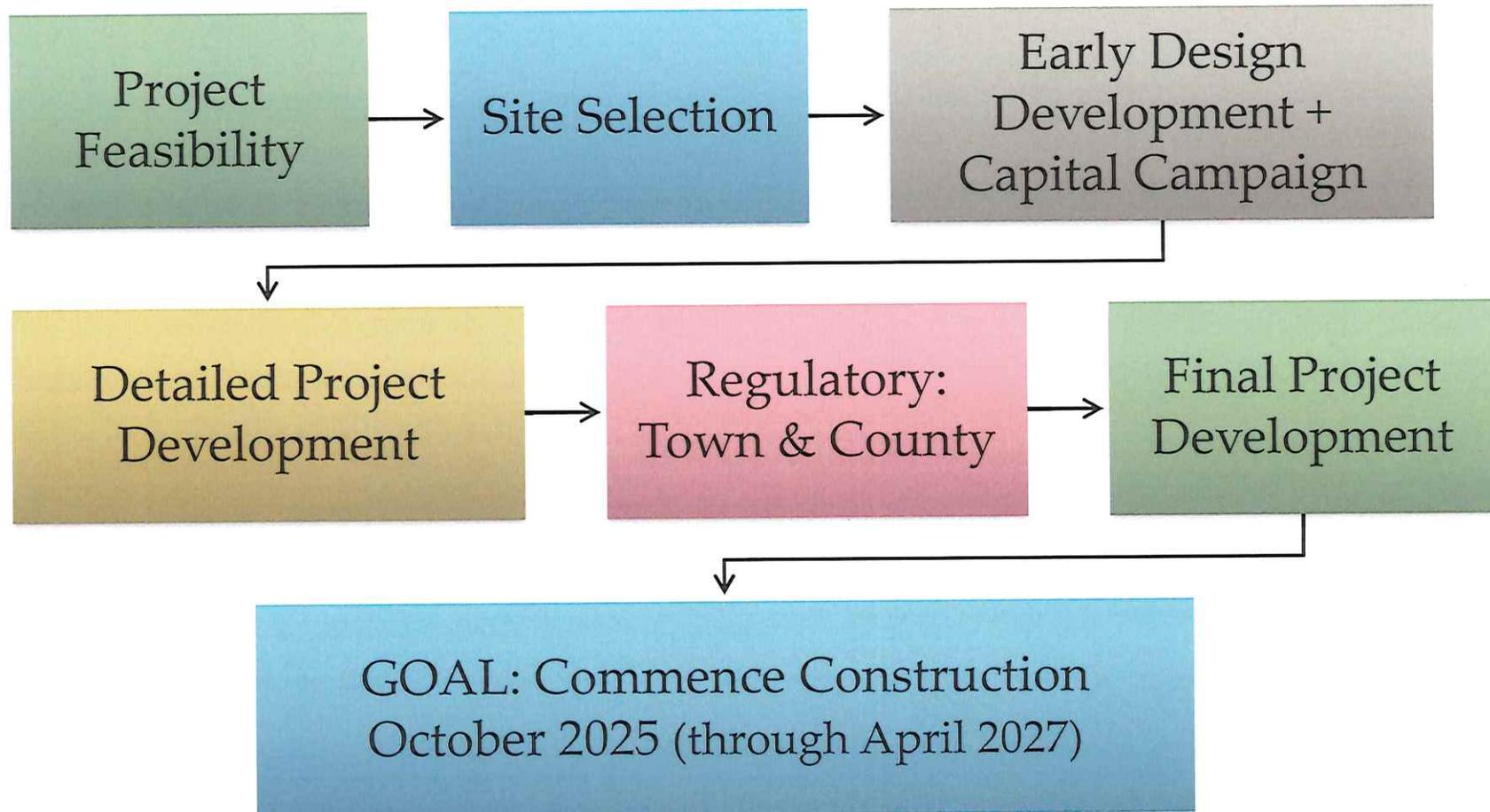
**Bob Antonucci**

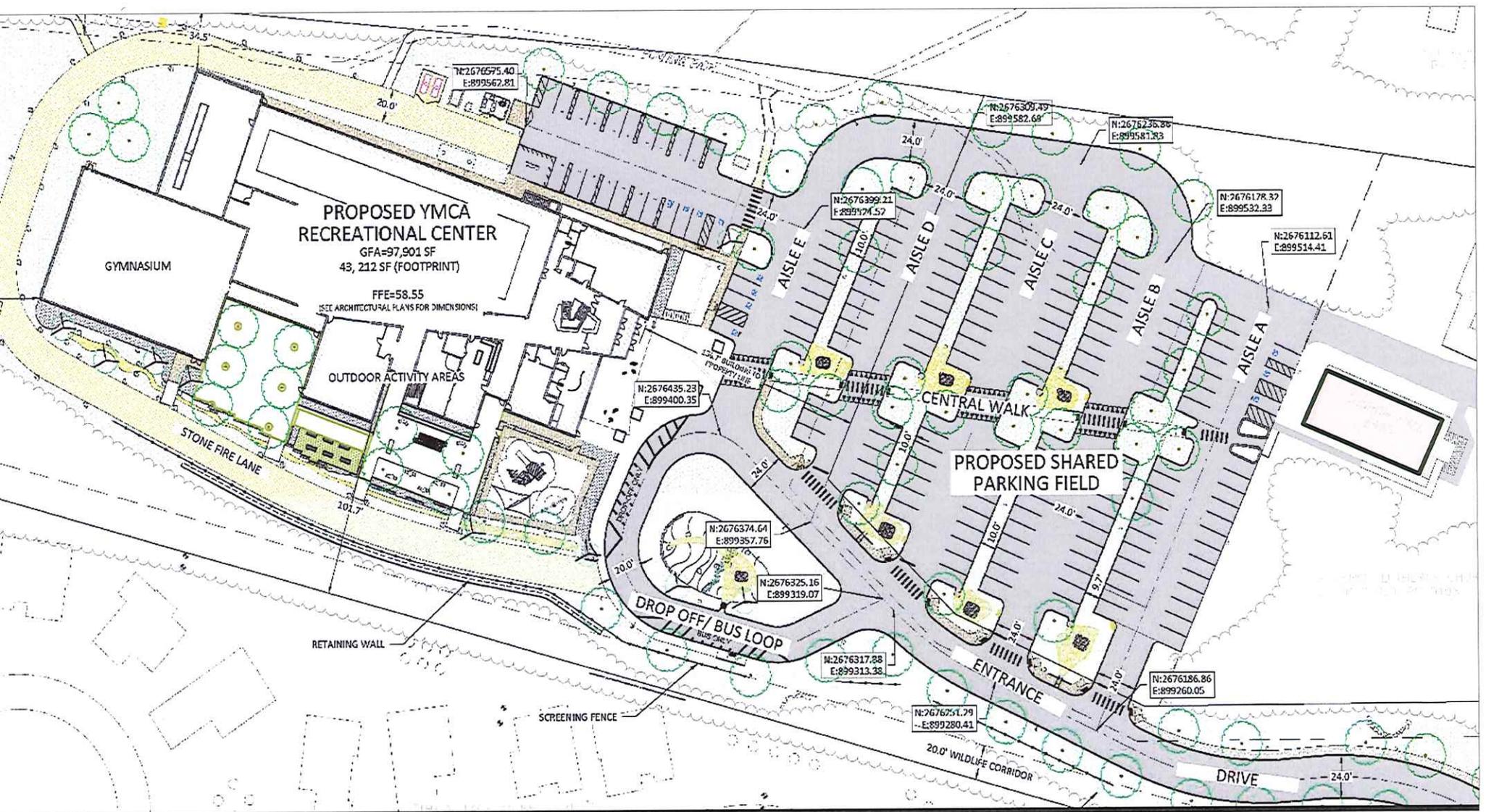
Town Meeting Member  
Co-Chair, Capital  
Campaign

# Tonight's Agenda

1. Project Update & Design - Stacie Peugh
2. Request for Town Land Credit Contribution:  
Assignment of Groundwater Discharge Rights  
at 0 Brick Kiln Rd - Kevin Klauer
3. Conclusion/ Project Benefits - Bob Antonucci

# Project Update



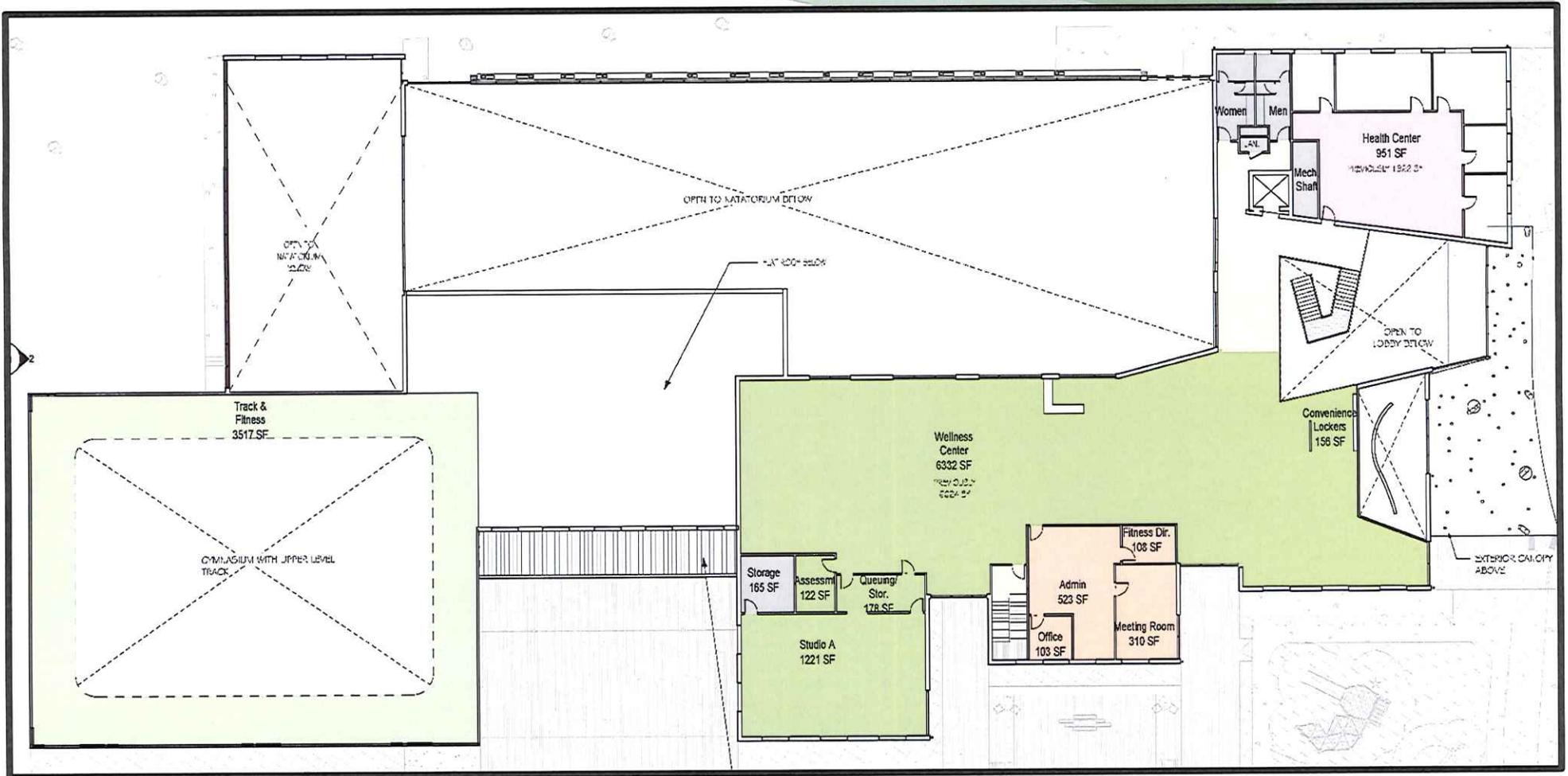


Site abuts:

- Currently owned by **Christ Lutheran Church of Falmouth (CLCF)**
- Subdivided parcel = **6.15 acres**
- **Shared parking** scheme with CLCF
- Falmouth High School to the north & east
- Village at Brick Kiln, a residential development to the west
- CLCF & Brick Kiln Road to the south



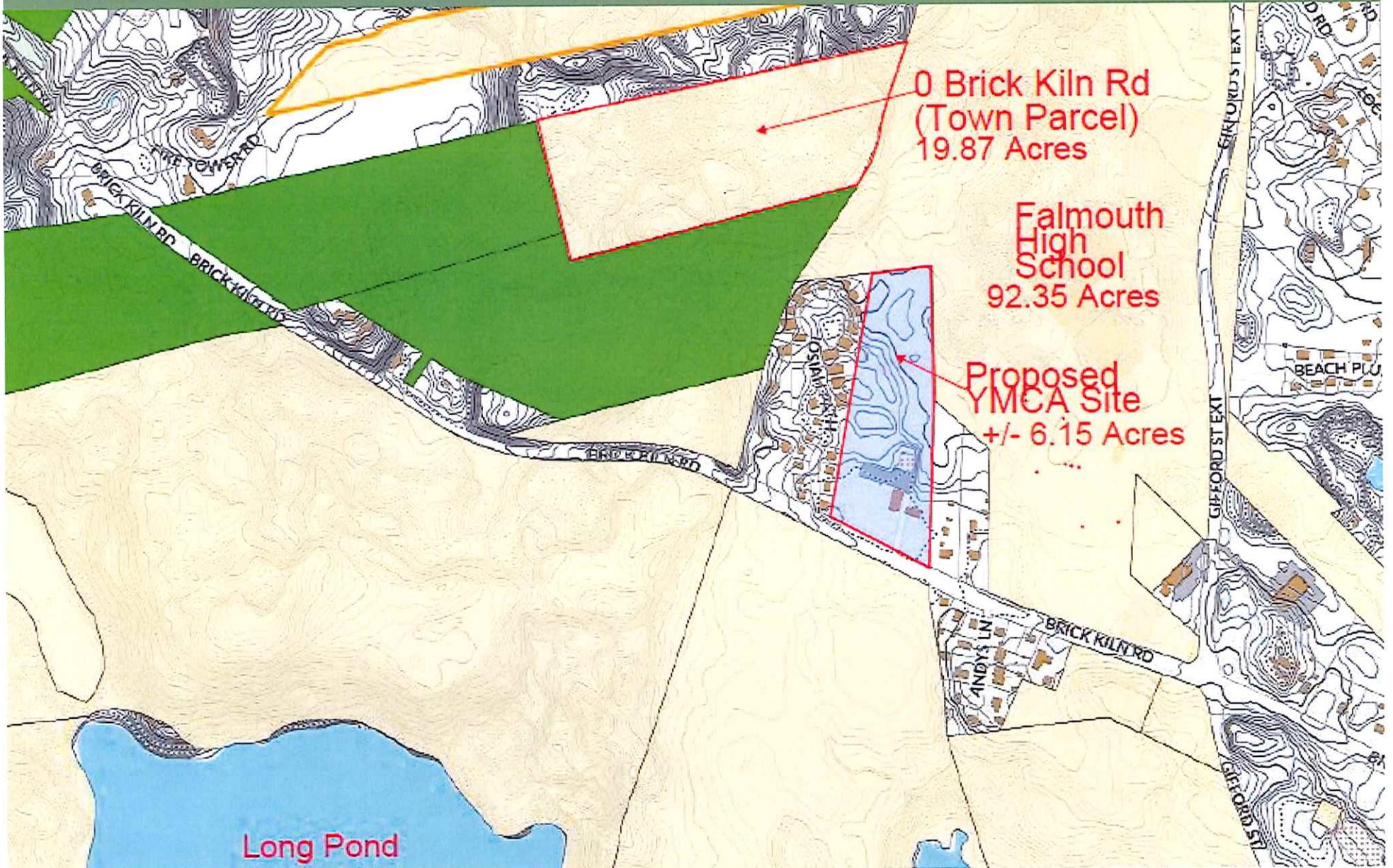
# Building Design (2<sup>nd</sup> Floor)



# Credit Land Request

- \* Under 240-7.7B(6) Falmouth Zoning Bylaw, in Water Resource Protection District, wastewater flow limited to 7.5 GPD per 1000 SF of land area
- \* YMCA facility design flow= 7,612 GPD
- \* 23.3 acres of land required for zoning compliance
- \* 6.15 acres at Y development site yields need for 17.15 acres of land off-set
- \* Town-owned 0 Brick Kiln Road identified (19.87 acres) for potential “land credit”
- \* Discussions with town staff have resulted in YMCA’s request for “Assignment of Groundwater Discharge Rights”
- \* Town will retain ownership & use of the property & will convey Groundwater Discharge Rights to YMCA

# 0 Brick Kiln Road



# Conclusion & Project Benefits

- \* YMCA Upper Cape fills a regional need for structured recreational & social activities for community members of various demographics within the region
- \* The YMCA's goal is to promote health, youth development, & social responsibility, that ultimately contributes to stronger and more cohesive community
- \* Proximity to FHS will create a community synergy

*We hope you will partner with YMCA Cape Cod to help bring this important project to fruition.*

*Thank you!*

## ASSIGNMENT OF GROUNDWATER DISCHARGE RIGHTS

The Town of Falmouth, a municipal corporation, having a principal office located at 59 Town Hall Square, Falmouth, MA 02540, being the owners of a parcel of land known as and numbered 0 Brick Kiln Road, Falmouth, Massachusetts (Falmouth Assessor Parcel ID No. 26 02 024 000), being shown on a plan of land recorded at the Barnstable Registry of Deeds in Plan Book 448, Page 44, and being further described in a deed recorded at said Registry in Book 6942, Page 157 (hereinafter the "Facility Parcel"), said parcel being 865,537 s.f., more or less,

Hereby grants this Assignment of Groundwater Discharge Rights (the "Assignment" or "Agreement") for the sole purpose of assigning all of its rights and any credit it may have in the Water Resource Protection Overlay District (the "WRPOD"), calculated pursuant to §240-7.7B(6) of the Falmouth Zoning Bylaw, being the equivalent of 6,491 gallons per day,

To Cape Cod Young Men's Christian Association, Inc., a Massachusetts non-profit corporation with a 2245 Iyannough Road, West Barnstable, Massachusetts 02668, being the owner of the property shown as Lot **2B** on a plan of land entitled "Approval Not Required Plan located at 485 Brick Kiln Road, Falmouth, MA prepared for YMCA of Cape Cod", prepared by Green Seal Environmental LLC., which plan is duly recorded in Barnstable County Registry of Deeds in Plan Book \_\_\_\_\_, Page \_\_\_\_\_, (hereinafter the "Credit Parcel"), in accordance with the following provisions:

WHEREAS, the YMCA wishes to purchase the Credit Parcel, located within the WRPOD, for the purpose of constructing, operating and maintaining a recreational facility, and the YMCA acknowledges that this proposed use at the Credit Parcel will cause sewage flow per diem in an amount that exceeds the maximum allowances under §240-7.7 of the Falmouth zoning code pertaining to the WRPOD; and

WHEREAS, the Town of Falmouth owns the Facility Parcel and accepted the conveyance of the deed for said Facility Parcel with a dedication for use as open space or recreational purposes; further, since acceptance of the deed with said dedication, the land has remained undeveloped, unimproved and has consistently been used as open space; and

WHEREAS, the Facility Parcel is also located within the WRPOD and as such, the Town of Falmouth enjoys certain groundwater discharge rights under the bylaws and is entitled to credit for such rights to allow for 6,941 gallons per day of sewage flow; and

WHEREAS, the Town of Falmouth wishes to transfer its rights to said credit, and the YMCA wishes to accept the rights to said credit for their benefit to utilize in the calculation of sewage flow for the Credit Parcel under the WRPOD bylaws; and

WHEREAS, the Parties acknowledge that the assignment of groundwater discharge rights under this Agreement is made to serve the purpose of and ensure adherence with the protections of the WRPOD, and the groundwater discharge rights granted herein shall not be

used for any other reason except for the calculations as to sewage flow under the WRPOD bylaws.

NOW THEREFORE, to affect such assignment of groundwater rights and a transfer of the credit to allow for 6,941 gallons per day of sewage flow from the Town of Falmouth and the Facility Parcel to the YMCA and the Credit Parcel, the Parties hereto agree as follows:

1. Prohibitions. The Town of Falmouth agrees to continue to use the Facility Parcel as open space and to continue to restrict development of the Facility Parcel so as to not incur any additional sewage flow on said premises.
2. Credit Transfer. The Town of Falmouth hereby assigns to the YMCA, for the benefit of the Credit Parcel, its groundwater discharge rights and credit of the Facility Parcel to allow the YMCA an additional 6,941 gallons per day of sewage flow. The effect of such assignment is to credit the existing square footage area of the Credit Parcel so that it will be considered to contain a total of 26.03 acres of land area (being 1,133,867 square feet of land), and therefore entitled, pursuant to §240-7.7B(6) of the Zoning Bylaw, to discharge up to approximately 8,943 gallons per day of sewage flow.
3. Breach; Termination of Agreement. This Assignment shall remain in full force and effect so long as the YMCA continues to own and operate the recreational facility on the Credit Parcel in accordance with any special permits, building permits or other permits or licenses issued by the Town of Falmouth. In the event that the YMCA ceases to operate a recreational facility on the Credit Parcel or in the event that the YMCA shall convey or lease the Credit Parcel to another entity without the a mutually agreed upon amendment to this Agreement executed by both Parties, the cessation of operations and/or the conveyance or lease of the Credit Parcel shall be considered a breach of the terms and conditions of this Assignment, and the Town of Falmouth shall be entitled to terminate the Assignment. Upon such termination, any rights to groundwater discharge or credit attributable to the Facility Parcel shall revert to the Town of Falmouth.

The cessation of operations under this paragraph 3 shall mean any time that the YMCA ceases to operate the business at the Credit Parcel as a recreational facility in accordance with any special permit, building permit, or any other permit or license issued by the Town of Falmouth for longer than thirty (30) days without notice to and approval from the Falmouth Town Manager, which approval shall not be unreasonably withheld.

4. Limitations. By this Assignment, the Town of Falmouth does not convey or intend to convey any title or interest in the Facility Parcel to the YMCA.
5. Severability. If any court or other tribunal determines that any provision of this instrument is invalid or unenforceable, such provisions shall be deemed to have been modified automatically to conform to the requirements for validity and enforceability as determined by such court or tribunal. In the event the invalidated provision is of such a nature that it cannot be so modified, the provision shall be deemed deleted from this instrument as though it had never

been included herein. In either case, the remaining provisions of this instrument shall remain in full force and effect.

6. Recording and Filing. The YMCA shall record and register this agreement with Barnstable County Registry of Deeds concurrently with the deed to the Credit Parcel.

7. Term. This agreement is intended to conform to M.G.L. c. 184, §26, as amended and as may be applicable.

8. Effective Date. This agreement shall become effective upon its recordation and registration with the Barnstable County Registry of Deeds.

For title to the Facility Parcel, see deed recorded in Barnstable County Registry of Deeds Book 6942, Page 157.

For title to the Credit Parcel, see deed recorded in Barnstable County Registry of Deeds herewith.

DRAFT

(The remainder of this page has been intentionally left blank)

In witness whereof, the seal of the Town of Falmouth is affixed hereto and these presents executed and delivered in its name and behalf by its Select Board, hereto duly authorized this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

BOARD OF SELECTMEN OF  
THE TOWN OF FALMOUTH, LICENSOR

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

\_\_\_\_\_  
Edwin P. Zylinski II, Vice Chair

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

\_\_\_\_\_  
Robert P. Mascali

\_\_\_\_\_  
Heather M. H. Goldstone

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned notary public, personally appeared \_\_\_\_\_, and proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, and to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public:  
My commission expires:

In witness whereof, the seal of the Cape Cod Young Men's Christian Association, Inc., is affixed hereto and these presents executed and delivered in its name, hereto duly authorized this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Cape Cod Young Men's Christian Association, Inc.

\_\_\_\_\_  
By: Stacie Peugh, President and CEO

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned notary public, personally appeared Stacie Peugh, and proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, and to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose in her capacity as President and Chief Executive Officer of the Cape Cod Young Men's Christian Association, Inc.

\_\_\_\_\_  
Notary Public:  
My commission expires:

**OPEN SESSION**

**BUSINESS**

4. Report – Shellfish Advisory Committee **(15 minutes)**

October 7, 2024



## AGENDA ITEM SUMMARY SHEET

**ITEM NUMBER:** Business 4.

**ITEM TITLE:** Report- Shellfish Advisory Committee

**MEETING DATE:** 10/7/2024

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

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

**ATTACHMENTS:** Presentation/Report

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**PURPOSE:**

The Select Board will hear an annual report from the Chair of the Shellfish Advisory Committee.

**BACKGROUND/SUMMARY:**

- The Shellfish Advisory Committee is comprised of nine (9) members.
- The Committee focuses on a wide variety of issues related to shellfish, works closely with the MES Department on how best to utilize the Town's propagation budget, and addresses comments and questions that are emailed to the Committee's email account.

**DEPARTMENT RECOMMENDATION:**

This item is for informational purposes only; no action is being requested.

**OPTIONS:**

N/A

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

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

N/A

**TOWN MANAGER COMMENTS:**

This item is for informational purposes only; no action is being requested.

*Michael Renshaw*

\_\_\_\_\_

Town Manager

9/30/2024

Date

## Shellfish Advisory Committee

2024 has been a productive year for the Falmouth Shellfish Advisory Committee. The committee met monthly and focused on a variety of shellfish issues important to Town residents. The success of the Town Aquaculture Pilot project in Eel River East continues, with all 3 farms producing a high volume of oysters and paying gear rental fees to the Town that are being utilized for municipal quahog propagation. The goal of the pilot project, which was designed and implemented with input and support from the committee, is to remove nitrogen from the Eel River as well as generate funds for Town quahog propagation through aquaculture gear rental fees. With the funds generated from gear rentals, MES has continued to increase the size of their quahog seed orders, which directly benefits wild diggers and also removes additional nitrogen from Town water bodies. With support from wild harvesters, the MES dept seeded ~1.6 million quahogs in 2024, a nearly 4 fold increase from 2023. The MES department has continued to work on plans for expanding the Town aquaculture project, and the details were presented to the Select Board on July 24<sup>th</sup>, 2023. The success of the Town Aquaculture Project is largely due to the outstanding cooperation between the selected growers, the committee, the commercial diggers, and the MES department.

The Shellfish Advisory Committee works closely with the MES department on how to best utilize the Town propagation budget, determine the best ratio of oyster vs quahog seed to purchase, and evaluate the most suitable locations to disperse seed. The MES department has been working on a quahog seed netting project with support from wild harvesters, with the goal of determining best methods for reducing mortality of field-plant quahogs. The idea for this work came out of meetings that were held with neighboring shellfish departments in 2023. Results of this work look promising at this point and the experiments will continue in 2025 with additional participation from commercial diggers.

We have also moved forward with changes to commercial shellfishing regulations. The groundwork for making these changes was completed in 2022 and 2023, and the changes were put in place this past winter. The changes are related to the number of permits issued, commercial catch requirements, volunteer hours, and an expanded winter fishery. Commercial diggers now have the option to fish on Sundays during the winter months, which allows them more flexibility with weather conditions.

The committee has also continued to push for opening Falmouth Harbor to shellfishing during the winter months. After years of effort, we have now made significant progress and are working with the MA Division of Marine Fisheries to finalize approval for winter of 2025.

The Shellfish Advisory Committee also regularly addresses comments and questions emailed to the shellfish committee account, so we encourage the general public to reach out to us with any shellfish related concerns. We can be reached at: [shellfishadvisory@falmouthma.gov](mailto:shellfishadvisory@falmouthma.gov)

We look forward to continuing our efforts in the coming year.

**OPEN SESSION**

**BUSINESS**

5. Report – Waterways Committee **(15 minutes)**

October 7, 2024



## AGENDA ITEM SUMMARY SHEET

**ITEM NUMBER:** Business 5.

**ITEM TITLE:** Report- Waterways Committee

**MEETING DATE:** 10/7/2024

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

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

**ATTACHMENTS:** Presentation

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### PURPOSE:

The Waterways Committee will present its annual report to the Select Board.

### BACKGROUND/SUMMARY:

- The mission of the Waterways Committee is to protect, maintain, develop and improve the navigable waterways and public resources of the Town of Falmouth through transparent and environmentally sound means.
- The Waterways Committee activities include:
  - Advocate for all waterway users.
  - Develop rules, regulations and leases that regulate the waterways facilities.
  - Endeavor to pro-actively create new waterways resources and oversee the construction of such projects.
  - Maintain, protect and improve the quality of existing waterways resources.

- o Vigorously pursue financial resources from town, county, state, and federal sources.

**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

9/30/2024

Date

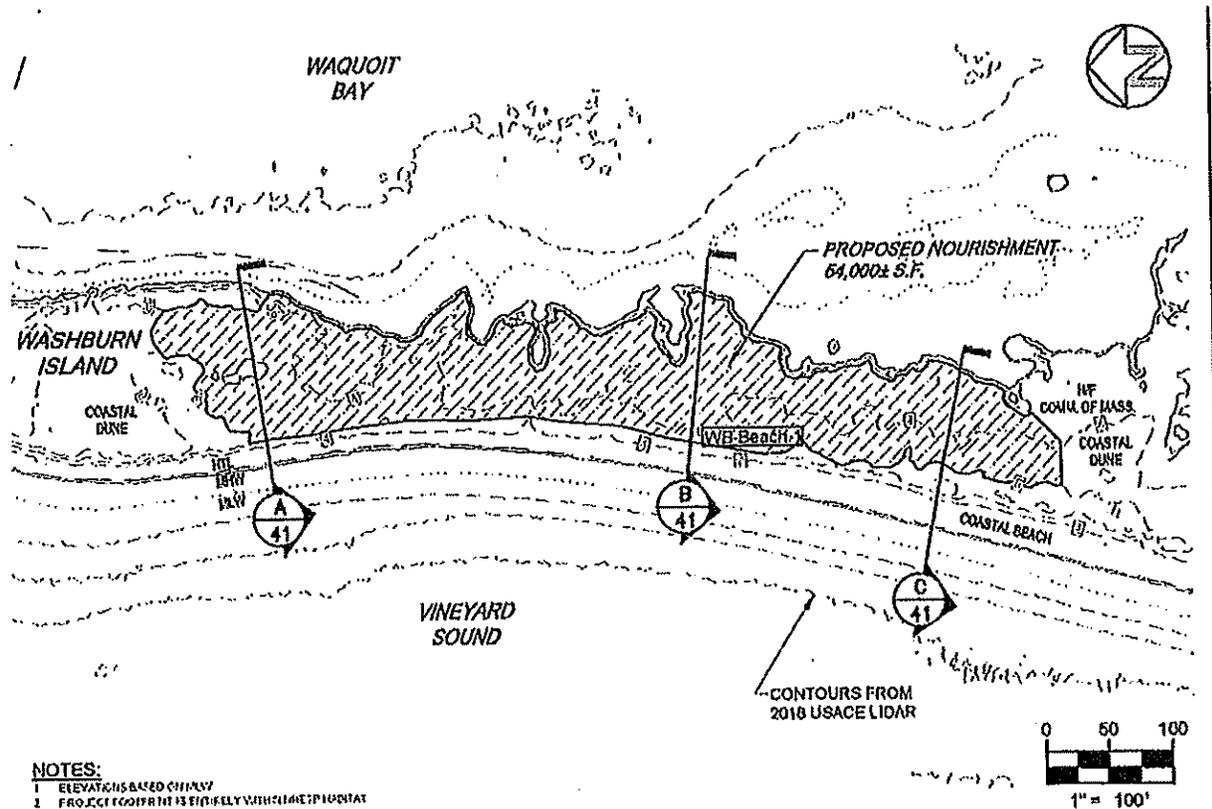
## Waterways Committee 2024 Annual Report to the Selectboard

Once again, it's an honor & pleasure to give back to the Town, that has given so much to me. I present this annual report, on behalf of the Waterways Committee, comprised of: **Vice Chair** - Kevin King, - Chuck Eastman, - Rocky Geyer, - Rick Hill - the newest member Jim Tietje - Chuck Martinsen (Board of Health representative). Also, Non-Voting member Harbormaster Gregg Fraser. Gregg has been instrumental in leading the Waterways Committee through many challenging, complex and regulatory issues. Sadly, we lost a great advocate for the boaters of Falmouth, Mike Kenny passed in June & will be sorely missed. He was a longtime member of the Waterways Committee and contributed huge amounts of practical/logical solutions to many problems facing the Town and Waterways Committee.

Starting on the South East end of Falmouth;

### Waquoit Bay

Lots of progress has been made to improve navigation into & within the bay. New aids to navigation in the entrance channel will be installed with the cooperation of the Mashpee Harbormaster, a portion of the channel is in Mashpee. In addition, existing aids were re-locating the in the embayment channel. This was perpetrated by an on-site boat tour of the bay on Capt. Dave's boat, assisted by John Eldert, both are active boaters from Waquoit Bay.



<b>WOODS HOLE GROUP</b> <small>A CUS COMPANY</small> <small>107 WATERHOUSE ROAD, BOURNE, MA 02532</small> <small>TELEPHONE: (508) 843-8000 FAX: (508) 843-1051</small>	<b>TITLE:</b> Washburn Island Nourishment	<b>APPLICATION BY:</b> TOWN OF FALMOUTH	<b>SHEET</b> 41 OF 45
		TOWN: FALMOUTH COUNTY: BARNSTABLE STATE: MA	DATE: 01/10/2022  REVISED: 02/11/2022

Efforts to dredge the embayment channel, specifically at the intersection of the channel leading to Little River in Mashpee, have proved to be difficult at best. Larger draft boats need to plan their travels around the high tide, due to the shoaling in this area. The engineers, from the Woods Hole Group and the Waterways Committee, have spent a significant amount of time and resources trying to locate a cost-effective disposal site for the dredged spoils. This is due to the chemical content and grain size of the spoils. Because of these facts the dredged material, is not beach compatible, therefore, locating an off-site disposal site is extremely challenging & costly. The WHG have explored upland disposal sites as well as offshore sites, neither proved viable at this time, due to the extreme expense associated with either of these options. The Waterways Committee also explored disposal on Joint Base Cape Cod, to no avail. Compounding the problem, the County dredge was forced to adjust their pricing to more accurately reflect operating expenses, basically doubling of the per yd cost. Going from \$12.00 + to \$26. + /yd. Unfortunately, at this time, we are at a standstill to provide any dredging of Waquoit Bay.

### **Whites Landing Parking Lot**

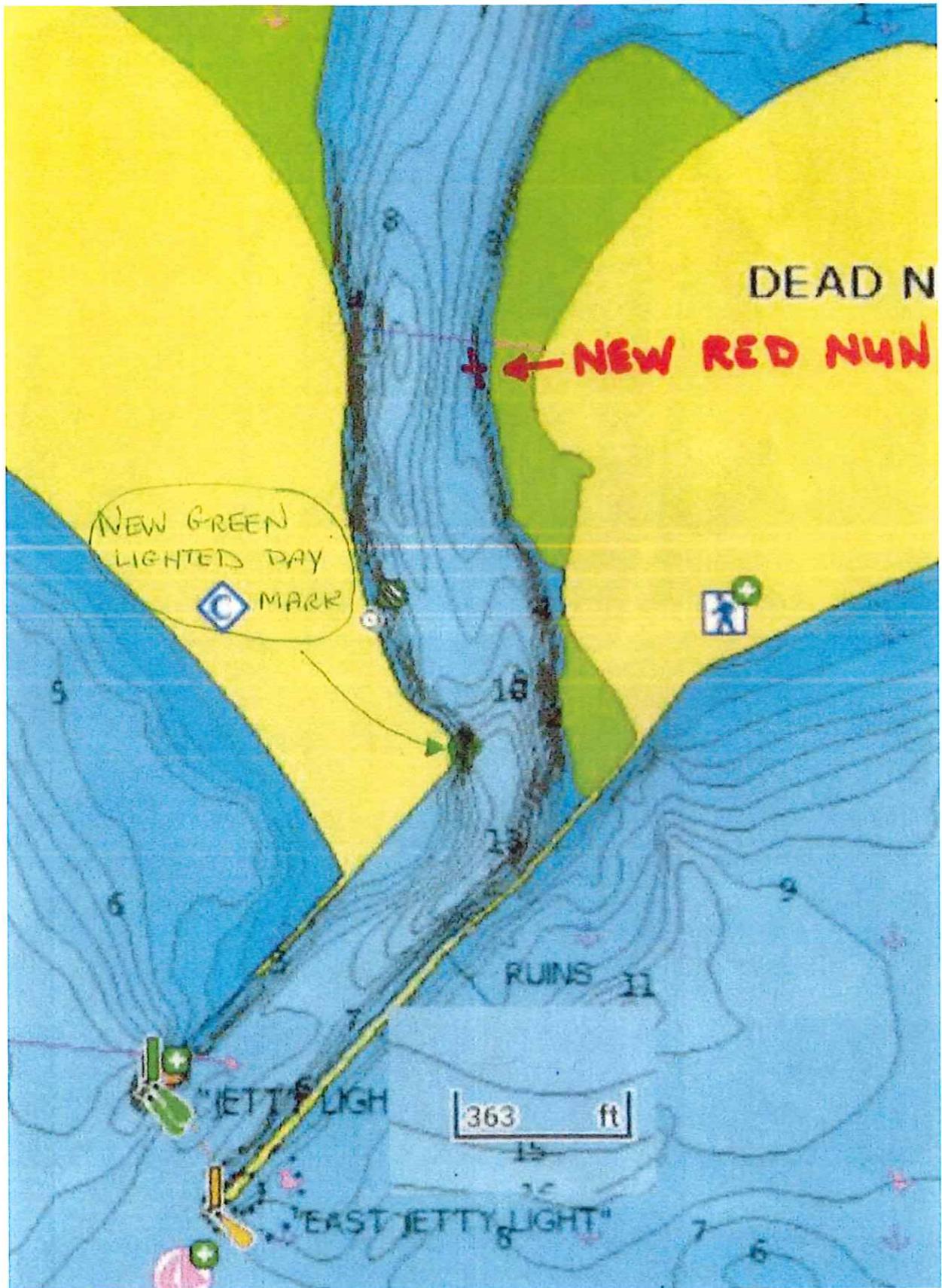
To be consistent Town wide, new parking regulations were implemented in 2024 They are: No Parking 2AM – 4am---Designated spaces only --- No detached trailers ---All trailers must have License Plates.

### **Eel River**

Waterways Committee has been working closely with WBNERR /DCR and the abutting neighbors, to improve the safety of the boating public going in & out of Eel River. Permitting has been completed & the resulting documents have been submitted to WBNERR /DCR for the widening of the entrance channel. To improve the channel requires dredging approximately 35 feet off of the Washburn Island spit. To facilitate this a construction permit & permission to have a small Bobcat on the island is required from WBNERR / DCR, as they control the island. We have requested to deposit the spoils on the spit which would enhance the bird population habitat.

Gregg & I met with Tonna-Marie Rogers (Mgr. of WBNERR) by zoom to open the discussion on widening the channel into Eel River. Based on this meeting, she will discuss the issue with DCR, as they are the agency controlling Washburn Island.

Following that meeting, an in-person on site meeting was held with Reps from WBNERR/DCR, providing them with a visual of the proposed project. Using a Harbormasters boat, we were able to visually show the specific areas requiring dredging & to where the spoils would be located.



The ball is now in their court to review the documents and make a decision to allow the project to go forward. This project triggers a Green Docket Review by DCR, which is a process they use to streamline the internal review of a project.

Pending decision from DCR actual dredging will depend on availability of the County dredge and TOY (Time of Year) restrictions, potentially could occur in Oct -Dec 2024. As part of this plan, relocating the channel leading North to Childs & Eel Rivers is being study by the WHGRP. The Waterways Committee is waiting for chemical analysis on these spoils that will determine where they may be disposed of and further planning can take place

### **Green & Great Pond Dredging**

Due to County dredge equipment issues, dredging these inlets/channels/embayment's, was delayed beyond the TOY restrictions. Gregg was able to apply for and received a waiver from these TOY's, by providing a monitor on site to ensure no damage was incurred within environmental areas, as spoils were pumped to the approved areas. Dredging was completed to new depths providing safer navigation in both of these waterways.

Big Thank you to the Augusta Family & Falmouth Lumber for the donation of a new dinghy dock for Green Pond dinghy dock system.

### **Falmouth Harbor**

The annual dredging of the channel was conducted prior to the 2024 season as part of the 10-year comprehensive permit.

### **Simpson Landing at Falmouth Harbor**

Plans have been developed for the replacement /upgrade of Simpsons landing bulkhead. Engineering, Permitting and funding are in place, and we're eager to move to the bidding process.

### **Eel Pond Woods Hole**

Plans are being developed to provide a ramp leading down to the dinghy docks for easier access.

### **Great Harbor Boat Ramp Woods Hole**

Plans have been developed for the replacement/upgrade of the boat ramp. Engineering, Permitting and Funding are in place, and we're eager to move to the bidding process.

### **West Falmouth**

The old boat ramp was demolished, removed and a new one constructed. Plans are under way to install signage on the Town Dock to better control vehicle parking on the dock.

### **Wild Harbor**

A section of the floating dock was removed to allow dredging a small section that had filled in & the dock was reinstalled.

### **Megansett**

The Woods Hole Group has completed the engineered & the permitting process is ongoing. This area and process is complicated due to the fact a portion of the channel is in the Town of Bourne. Currently the NOI (Notice of Intent) is in the Town of Bourne Harbor Committee hands for their approval. This needs to be completed before we can move forward. The goal is to roll this approach into the Town of Falmouth's 10year comprehensive plan.

New dinghy docks have been constructed by the Upper Cape Vocational school & are waiting to be installed. Lots of discussion has taken place as to the replacement of the aged dinghy dock/ outhaul system and plans are being studied by Town Manager. Additional dredging of the harbor has been discussed and planning is in progress to dredge some specific areas.

**Respectfully Submitted,**

**Joe Voci**  
**Chairman Falmouth Waterways Committee**

## OPEN SESSION

### BUSINESS

6. Acting as Trustees of the Falmouth Affordable Housing Fund, reconsider Application from Bushwood 545 Main Street, LLC - Michael Galasso for \$2,400,000 for 30 units of rental housing located at 545 Main Street **(15 minutes)**



**ITEM NUMBER:** Business 6.

**ITEM TITLE:** Acting as Trustees of the Falmouth Affordable Housing Fund, Consider Application from Bushwood 545 Main Street, LLC - Michael Galasso for \$2,400,000 for 30 units of rental housing located at 545 Main Street

**MEETING DATE:** 10/7/2024

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

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

**ATTACHMENTS:** Acquisition Sources and Uses September 30, 2024, Stoneham Bank letter 09/06/2024, 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

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**PURPOSE:**

The applicant requests Select Board approval of an 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 and for construction costs to convert the former nursing home into a combination of long-term and short-term rental workforce housing.

**BACKGROUND/SUMMARY:**

- This application was considered at the prior Select Board meeting on September 23. The Board appeared to be unanimous in its support of awarding funds for the project

but were split on the amount to be awarded for acquisition of the property versus the amount for construction costs.

- The Town Manager recommended allocating \$250,000 for land acquisition for reasons detailed in the attached memo of September 3, 2024. A majority of the Board asked the Town Manager to consider allocating more than \$250,000 toward acquisition of the property, and to meet with the applicant to negotiate an amount of funding that would allow the project to move forward.
  
- On September 30, 2024, Mr. Galasso presented to the Town Manager an updated summary of funding sources (see attached) for acquisition of the property and a letter from Stoneham Bank dated September 6, 2024 pledging \$3,075,000 for acquisition of the property. The summary shows that the acquisition price of \$4,815,000 can be met with a contribution from the FAHF of \$465,000. Mr. Galasso is now requesting \$465,000 for acquisition and \$1,935,000 for construction.
  
- During the meeting on September 30, Mr. Galasso also expressed a willingness to receive the funding in the form of a loan with a low interest rate such as 3% that is payable at the end of the term of the loan, or in the event the property is sold.
  - The Town may not have the ability to charge interest unless an arrangement can be made with a third party. Nevertheless, the loans issued for FAHF awards in the past were only payable in the event of a default on the terms of the deed restriction.
  - The applicant is proposing that the loan would be payable after a defined period -- e.g. 15 or 30 years.
  - The proposed motion allows for a payable loan with the terms to be negotiated by the Town Manager. This change does not mitigate the Town's risk in the event the applicant is unable to complete the project, but it does allow the Town to *fully* recover the \$2.4 million assuming the project is completed.
  
- *An overview of the application and the chronology prior to this Board meeting follows.*
  - 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 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:**

It is evident from the Board discussion at the last meeting that a majority of the Board has a greater appetite for risk than what was reflected in the staff recommendation presented at the prior meeting.

The applicant has indicated he can fund property acquisition with a contribution from FAHF of \$465,000 and the balance of the \$2.4 million request going toward construction costs. The Town Manager recommends the Select Board support and approve this application as provided in the motion below.

**RECOMMENDED MOTION:**

"I move that the Select Board, acting as Trustees of the Falmouth Affordable Housing Fund, award \$2,400,000 to Bushwood 545 Main Street, LLC, for the creation of affordable housing at 545 Main Street, to be awarded as a loan secured by a mortgage on the property, of which \$465,000 will be awarded for the acquisition of the property located at 545 Main Street and \$1,935,000 for the construction of 30 affordable deed restricted rental units with the condition that 3 of the units deed restricted at 120% AMI be further deed restricted at 100% of the AMI and to 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, award \$2,400,000 to Bushwood 545 Main Street, LLC, for the creation of affordable housing at 545 Main Street, to be awarded as a loan secured by a mortgage on the property, of which \$465,000 will be awarded for the acquisition of the property located at 545 Main Street and \$1,935,000 for the construction of 30 affordable deed restricted rental units with the condition that 3 of the units deed restricted at 120% AMI be further deed restricted at 100% of the AMI and to 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, award \$2,400,000 to Bushwood 545 Main Street, LLC, for the creation of affordable housing at 545 Main Street, to be awarded as a loan secured by a mortgage on the property, of which \$465,000 will be awarded for the acquisition of the

property located at 545 Main Street and \$1,935,000 for the construction of 30 affordable deed restricted rental units with the condition that 3 of the units deed restricted at 120% AMI be further deed restricted at 100% of the AMI and to authorize the Town Manager to execute the documentation setting forth the terms of the financial award to Bushwood 545 Main Street, LLC.

*Michael Renshaw*

10/2/2024

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**Town Manager**

**Date**

September 30, 2024

545 Main Street  
Acquisition Sources and Uses  
Falmouth Affordable Housing Fund

<b>Sources :</b>		<u>Comments</u>	<b>Uses:</b>	<u>Comments</u>	
Lender Financing	3075000	65% LTV -Stoneham Bank	Seller Proceeds	4100000	
Falmouth Affordable Housing Fund	465000	Pending Approval	Closing Costs:		
Seller Carry Back	1000000	8% interest Only			
Developer's Contribution	275000		Title & Survey	5000	
			Appraisal	6500	
			Financing Fees	15375	Lenders Points and Fees
			Legal	25000	
			Real Estate Taxes	25000	12 months
			Property Insurance	25000	12 months
			Interest Reserve	276750	12 months
			Fund Checking Account	300000	Lender Requirement
			Utilities	36375	sewer/ water/ gas/ electrical
<b>Total</b>	<b>4815000</b>		<b>Total</b>	<b>4815000</b>	

545 Main Street  
Project Sources and Uses  
Updated 9/30/24

		<b>Comments</b>
<b>Total Development Costs</b>	<b>17657991</b>	From One Stop Application
<b><u>Sources of Funds</u></b>		
Construction and Permanent Loan	7908695	Eastern Bank LOI
Federal Historic Tax Credits - Equity	1816023	Foss and Company Term Sheet
State Historic Tax Credit - Equity	2092051	Foss and Company Term Sheet
Developer Cash Equity	250,000	545 Main Street LLC
Mass Housing Housing Trust Fund	800000	\$100,000/ units at 80% AMI
Mass Housing Workforce Housing Fund	800000	\$100,000/ unit upto 120% AMI
Mass Development		
Pre-Development Grant	380000	Awarded
Vacant Building Fund	1000000	Pending Awar
Falmouth Affordable Housing Fund	2400000	Application Pending
Mass Save Rebates Program	211222	Estimate
<b>Total Sources</b>	<b>17657991</b>	



September 6, 2024

REVISED I.

Patrick Woods  
Finance Boston  
33 Broad Street  
Suite 200  
Boston, MA 02109

Dear Patrick,

StonehamBank (the "Bank") is pleased to present this financing proposal for **Bushwood 545 Main Street, LLC** (the "Borrower"). This proposal is subject to the completion of the Bank's underwriting, due diligence, and loan security committee approval.

**Bridge Loan**

- Borrower:** Bushwood 545 Main Street, LLC
- Guarantor:** Michael Galasso and any individual owning 20% or more interest in the borrowing entity.
- Loan Amount:** \$3,075,000 or 75% of the "as is" land value of the subject property, whichever is less.
- Purpose:** To finance the acquisition of investment commercial real estate located at 545 Main Street, Falmouth, MA (the "subject property") for future development.
- Interest Rate:** 9.00% fixed
- Term:** 18 Months, with one 6-month extension option for a fee of .50% of the loan balance, at the Bank's sole discretion.
- Amortization:** Interest Only
- LTV:** 75% LTV maximum of the "as is" land value of the subject property
- Repayment:** Monthly payments of interest will be required and automatically deducted from a designated StonehamBank deposit account. Interest will be calculated on actual days elapsed and a 360-day year method.
- Collateral:** A first mortgage on the subject property. An assignment of all applicable tax credits, permits, and entitlements for the development of the subject property.
- Appraisal:** The Bank would require receipt and satisfactory review of a commercial appraisal to be completed on the subject property. The appraisal must be completed by a qualified and independent appraiser approved by the Bank. The

appraisal report must provide an "as is" land value resulting in a maximum loan-to-value of 75%. Any fees associated with obtaining the appraisal would be the responsibility of the Borrower, regardless of whether the proposed loan closes.

**Environmental:** The Bank would require receipt and satisfactory review of an environmental screening report indicating that the subject property is free of environmental hazards, the cost of which will be the responsibility of the Borrower.

**Prepayment Penalty:** N/A

**Commitment Fee:** .5% of the loan amount (\$15,375)

**Interest Reserve Account:** The Borrower is to fund 12 months of interest payments (\$276,750) at closing for monthly interest only payments. If the balance of the interest reserve account falls below 6 months of interest payments, the Borrower will replenish the account.

**Other:** The Borrower will be required to paydown the existing loan balance with any grant monies received. Any fees associated with the Mass Development Guaranty will be paid by the Borrower.

**Additional Terms and Conditions:**

**Covenants:** The Borrower would be required to maintain certain financial and other covenants during the life of the loan as follows:

1. No additional financing without prior consent of the Bank.
2. Any and all existing and future debt of the Borrower will be subordinated to the Bank.
3. The Borrower is to maintain a minimum annual average checking account balance of \$300,000 for the life of the loan.

**Financial Reporting:** The following financial information will be required.

1. Annual federal tax return for Borrower and Guarantor within 90 days of fiscal year-end. If on extension, a copy of the extension request is required within 10 days of filing.
2. StonehamBank personal financial statement for personal guarantors to be completed annually within 120 days of fiscal year-end.
3. Any additional information required by the Bank upon reasonable request.

**Insurance:** The Borrower would be required at their own expense to maintain liability and property insurance with respect to pledged assets throughout the life of the loan, naming StonehamBank its Successors and/or assigns, as additional insured, mortgagee or loss payee, as its interest may appear.

**General:** This proposal is intended to provide general terms and conditions under which the Bank would consider financing, but in no way represents a commitment to lend. Such a commitment would only be issued following the completion of the Bank's due diligence, as conditions may be included in a formal commitment letter that would be issued only after completion of the underwriting process.

**Preclosing  
Conditions:**

The following documents will be required before closing:

- Most recent 3 years of business and personal federal tax returns
- Completed StonehamBank PFS
- Completed StonehamBank loan application
- Most recent personal and business bank account statements
- Copy of fully executed purchase contract
- Copy of permitting and entitlement budget for the subject property
- Copy of grant award letters

**Miscellaneous:**

This Term Sheet shall be interpreted, and the rights and liabilities of the parties hereto determined, in accordance with the laws of the Commonwealth of Massachusetts, without reference to principles of the conflicts of laws.

This Term Sheet may not be amended, supplemented, or modified except by written agreement signed by the parties hereto. Any assignment of this Term Sheet without the other party's prior written consent will be void. This Term Sheet will inure to the benefit of and be binding upon the parties and their successors and permitted assigns. This Term Sheet constitutes the entire agreement between the parties and supersedes all previous agreements, negotiations, commitments, both oral and written, between the parties pertaining to the matters addressed herein. This Term Sheet may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one single agreement between the parties.

Due to current market conditions, the terms outlined in this proposal may change until the Bank receives the accepted proposal and the preclosing conditions requested. The terms and conditions outline in this proposal are valid through 9/20/2024.

Thank you for this opportunity to work together.

Sincerely,



Christopher Macomber, VP  
Commercial Loan Officer  
StonehamBank  
80 Montvale, Ave  
Stoneham, MA 02180  
Direct (781) 481-5927  
Email: [cmacomber@stonehambank.com](mailto:cmacomber@stonehambank.com)

The undersigned hereby agrees to the terms outlined above, this \_\_\_\_ day of \_\_\_\_\_, 2024.

**Borrower:**

Bushwood 545 Main Street, LLC

\_\_\_\_\_  
Michael Galasso, Manager

**Guarantor:**

\_\_\_\_\_  
Michael Galasso, individually

## OPEN SESSION

## BUSINESS

7. Réconsider the Eversource Martha's Vineyard Cabling Project revised project schedule and approval of a proposed amended Memorandum of Understanding **(15 minutes)**



## AGENDA ITEM SUMMARY SHEET

**ITEM NUMBER:** Business 7.

**ITEM TITLE:** Reconsider the Eversource Martha's Vineyard Cabling Project revised project schedule and approval of a proposed amended Memorandum of Understanding

**MEETING DATE:** 10/7/2024

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

**SUBMITTED BY:** Peter McConarty, Director of the Department of Public Works

**ATTACHMENTS:** Proposed First Amendment to MOU; Martha's Vineyard Cabling Project Summary Sheet

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### PURPOSE:

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

This agenda item is a request made by Eversource that the Select Board consider the approval of an amended Memorandum of Understanding that would permit a 7-day per week horizontal directional drilling (HDD) schedule for the period January 2025 through May 2, 2025 for Surf Drive and Mill Road Parking lots, and allow for horizontal directional drilling 24-hour/day and 7 days/week over a 30-day period from mid-February to mid-March 2025.

### BACKGROUND/SUMMARY:

- Eversource has completed underground work on Mill Road and Jones Road.

- Eversource is completing their utility pole relocation along Palmer Avenue.
- Surf Drive is the next section of work to be undertaken. Eversource has been working with the Department of Public Works on improving the Town's infrastructure during their cabling project.
- Eversource will be performing directional drilling from the Mill Road and Surf Drive Beach parking lots. Eversource's drilling contractor has indicated a 7-day work schedule is required to complete the project in the January 2025 to May 2025 window. Eversource is asking for the Board to approve the 7-day work schedule.
- To address concerns of lack of parking availability in the Surf Drive parking lot area that could negatively impact beach sticker sales, Eversource has agreed to commit to leaving approximately half of the Surf Drive parking lot (those parking stalls that are west of Thomas Lane) undisturbed and unused by the drilling operations.
- In addition, Eversource has agreed to amend the original Memorandum of Understanding to include a seven-day work week, and to use commercially reasonable efforts complete the directional drilling operations by May 2, 2025, provided that the Town allow 24-hour/day and 7 day/week drilling operations for a 30-day Extended Hours Period (anticipated to be from mid-February through mid-March).
- The draft amended MOU provides that in the event drilling activities are delayed due to matters beyond Eversource's control within the Extended Hours Period, including but not limited to inclement weather, then any lost day or days shall be added on to the end of the thirty (30) days.
- In exchange for the allowance of 24-hour/day and 7 days/week drilling operations for this 30-day period, Eversource has agreed to compensate the Town an additional Three Hundred Thousand Dollars, \$300,000 to be used towards the much-needed replacement of the Fresh Pond culvert located under Surf Drive.

**DEPARTMENT RECOMMENDATION:**

The Department of Public Works recommends support of the proposed 7-day drilling work schedule and the allowance of 24-hour/day and 7 days/week drilling for the 30-day period from mid-February to mid-March, and that the Select Board approve the amended Memorandum of Understanding as presented.

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

**OPTIONS:**

- Motion to approve the amended Memorandum of Understanding as presented, and to authorize the Town Manager to execute the Memorandum of Understanding.
- Motion to deny approval of the amended Memorandum of Understanding as presented.
- Some other Board defined alternative.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

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

N/A

**TOWN MANAGER COMMENTS:**

The Town Manager recommends that the Select Board approve the amended Memorandum of Understanding as presented.

*Michael Renshaw*

\_\_\_\_\_

Town Manager

10/3/2024

Date

**AMENDMENT TO MEMORANDUM OF UNDERSTANDING**

THIS AMENDMENT TO MEMORANDUM OF UNDERSTANDING (this “Amendment”) is made and entered into as of October \_\_, 2024 (the “Effective Date”), by and between the Town of Falmouth (the “Town”) and NSTAR Electric Company d/b/a Eversource Energy (“Eversource”). The Town and Eversource are also each referred to as a “Party”, and collectively as “Parties” herein.

RECITALS:

WHEREAS, The Town and Eversource entered into that certain Memorandum of Understanding dated March 16, 2022 (the “MOU”); and

WHEREAS, the Parties desire to amend the MOU in certain respects, as described herein; and

WHEREAS, the Parties wish to evidence their agreement by executing this Amendment to the MOU.

NOW, THEREFORE, the Parties hereby agree as follows (capitalized terms used herein and not otherwise defined shall have the meaning given to such terms in the License Agreement):

1. Definitions. Each capitalized term used but not defined herein shall have the respective meaning given to it in the MOU.

2. Mitigation. Section 1 of the MOU is hereby amended as follows:

a) by deleting the first paragraph of Section 1 in its entirety and replacing the same with:

Eversource agrees to provide the Town compensation in the total amount of One Million One Hundred Thousand Dollars (\$1,100,000) to mitigate Project construction impacts identified by the Town, and to provide the additional mitigatory support as specified below. The compensation will be paid by Eversource to the Town in three installments: (i) One Hundred Thousand Dollars (\$100,000) upon approval of the Town Warrant Articles related to the Project; (ii) Seven Hundred Thousand Dollars (\$700,000) upon commencement of Project construction; and (iii) Three Hundred Thousand Dollars (\$300,000) within thirty (30) days of signing this Amendment.

b) by inserting a new a sub-section at the end of Section 1 as follows:

VI. Compensation in the amount of Three Hundred Thousand Dollars \$300,000 for the Town to use towards the restoration of the Surf Drive culvert.

3. Construction Practices. Section 5 of the MOU is hereby amended as follows:

a) by adding the following to the end of the first paragraph of Section 5(i)

Notwithstanding the foregoing and subject to the Extended Hours Period (as defined below), the Normal Work Hours for drilling activities shall be between the hours of 7:00 A.M. and 7:00 P.M. seven days a week. Additionally, Eversource and its contractors are hereby

authorized to conduct drilling activities 24-hours per day for thirty (30) consecutive days (“Extended Hours Period”) commencing upon written notice from Eversource to the Town. For the avoidance of doubt, in the event Eversource and/or its contractor’s drilling activities are delayed due to matters beyond their control within the Extended Hours Period, including but not limited to inclement weather, then any lost day or days shall be tacked on to the end of the thirty (30) days. Eversource agrees to use commercially reasonable efforts to complete its work on or before May 2, 2024.

4. Compliance with Laws. Eversource shall ensure that the construction of the Project within the Town and all of its operations related thereto shall conform and comply with all applicable laws. Eversource agrees to comply with all permits and time restrictions specified in the MOU.

5. Counterparts and Electronic Signatures. This Amendment may be executed in multiple counterparts by the parties hereto. All counterparts so executed shall constitute one agreement binding upon all parties, notwithstanding that all parties are not signatories to the original or the same counterpart. Each counterpart shall be deemed an original to this Amendment all of which shall constitute one agreement to be valid as of the date hereto. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Amendment and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

6. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of laws.

7. Ratification. Except as amended by this Amendment, all other terms, conditions, covenants and provisions as appear in the MOU are hereby ratified and confirmed and shall remain unchanged.

IN WITNESS WHEREOF, the Parties have executed this Amendment by and through their respective duly authorized representatives, as of the date first above written.

TOWN OF FALMOUTH

By \_\_\_\_\_

Printed Name:

Title: Town Manger

NSTAR ELECTRIC COMPANY D/B/A  
EVERSOURCE ENERGY

By \_\_\_\_\_

Printed Name:

Title:

**MEMORANDUM OF UNDERSTANDING**

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

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

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

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

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

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

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

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

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

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

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

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

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

5. **Construction Practices.**

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

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

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

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

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

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

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

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

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

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

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

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

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

7. **Miscellaneous.**

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

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

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

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

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

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

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

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

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

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

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

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

**7.9 Insurance and Indemnification.**

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

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

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

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

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

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

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

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

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

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

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

TOWN OF FALMOUTH

By Julian M. Suso

Printed Name: Julian M. Suso

Title: Town Manager 3/16/2022

Per Select Board Vote  
March 9, 2022

NSTAR ELECTRIC COMPANY D/B/A  
EVERSOURCE ENERGY

By: EVERSOURCE ENERGY SERVICE  
COMPANY, Its Agent

By Michele Beasley  
280572FCFD1C1F5

Printed Name: Michele Beasley

Title: Vice President-Transmission Siting  
and Project Services

## EXHIBIT A

## Palmer Avenue Pole Relocations

Page	Pole info provided by Falmouth	Survey Confirmed Clear Width (In.)	Date	Reloc Required (Y/N)	Status
4	# 29/41 36" clear		2/10/2022	N	Condition & Location OK
	# 29/40.5		2/10/2022	N	Condition & Location OK
4	# 29/40 28" clear with double pole		2/10/2022	N	Condition & Location OK; VZ to transfer Telco equipment; remove old poles
4	# 29/39 32" clear, double pole		2/10/2022	N	Condition & Location OK; VZ to transfer Telco equipment; remove old poles
4	# 29/38 32" clear		2/10/2022	N	Condition & Location OK; VZ to transfer Telco equipment; remove old poles
4	# 29/37 20" clear	RELO 24" West	2/10/2022	Y	REM 40' JO CL1 INS 45' JO CL1 2' WEST OF CURRENT LOCATION 1-8PA, 1-RI, 3PI 2-79 5 AL 25 KV PRI 3x4/0 AL 2ND RY XFMR A & S COMP ALL TRANS; VZ to transfer Telco equipment
5	# 29/36 28" clear	RELO 46" West	2/10/2022	Y	RELOCATE 46" W 1-8 PI 3 PH XF 1-PT 2- SEC RISERS NEW HH INS 45' JOC1 REM 40' JOC1 COMP ALL TRANS; VZ to transfer Telco equipment
5	# 29/35 - check, should be 36"+	Align to 41-32	2/10/2022	Y	REM 1-45 CL1 JO POLE INS 45' CL1 JO POLE 8-PI 3-PI COMP ALL TRAN; VZ to transfer Telco equipment
5	# 29/34 - check should be 36"+	Align to 41-32	2/10/2022	Y	REM 1-45 CL1 JO POLE INS 1-45'CL1 JO POLE 8-PI XFMR 2-C/O COMP ALL TRANS 1-PT; Verizon to transfer Telco equipment
5	# 29/33 - check should be 36"+		2/10/2022	N	Condition & Location OK
5	# 29/32 - check should be 36"+		2/10/2022	N	Condition & Location OK
5	# 29/31 24" clear	RELO 36" West	2/10/2022	Y	RELOCATE 3' EAST 2-8PA 3-PI 2-1PTS 2-4 DISK REM 1-40' JO CLL1 INS 1-45 JO CL1 COMP ALL TRAN; Verizon to transfer Telco equipment
6	# 29/30 27" clear	RELO 30" East	2/10/2022	Y	RELOCATE 30" EAST OF CURRENT LOCATION, REM 40' JO CL1 2-8PA 2-PI 3-4 DISKS 3-C/O 2-1PTS ANC & STRAND COMP ALL TRANSFERS; Verizon to transfer Telco equipment
6	# 29/29 22" clear	RELO 30" East	2/10/2022	Y	RELOCATE 30" EAST REM 40' JO CL 1 INS 45' JO C1 1--8PA 3-PI 2-C/O 1-1PTS 1-50 KVA DELTA COMP ALL TRANSFERS; Verizon to transfer Telco equipment
6	# 29/28 28" clear not marked	RELO 29" East	2/10/2022	Y	RELOCATE 29" EAST OF CURRENT LOCATION, REM 40' JO CL 1 INS 45' JO CL1 1-8PA 3-PI 1-1PTS ANC & STRAND; Verizon to transfer Telco equipment

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

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## Summary

Project Overview: Two new 23 kV lines from Falmouth to Martha's Vineyard

- Replace Cable 91 between Falmouth and Tisbury.
- Install new Cable 70 between Falmouth and Oak Bluffs

Reason: Aging infrastructure and increasing electricity demands

- Cable 91 is 38 years old and has faulted multiple times
- Growth and regional grid modernization

Benefits: Reduces greenhouse gas emissions and ensures reliable power

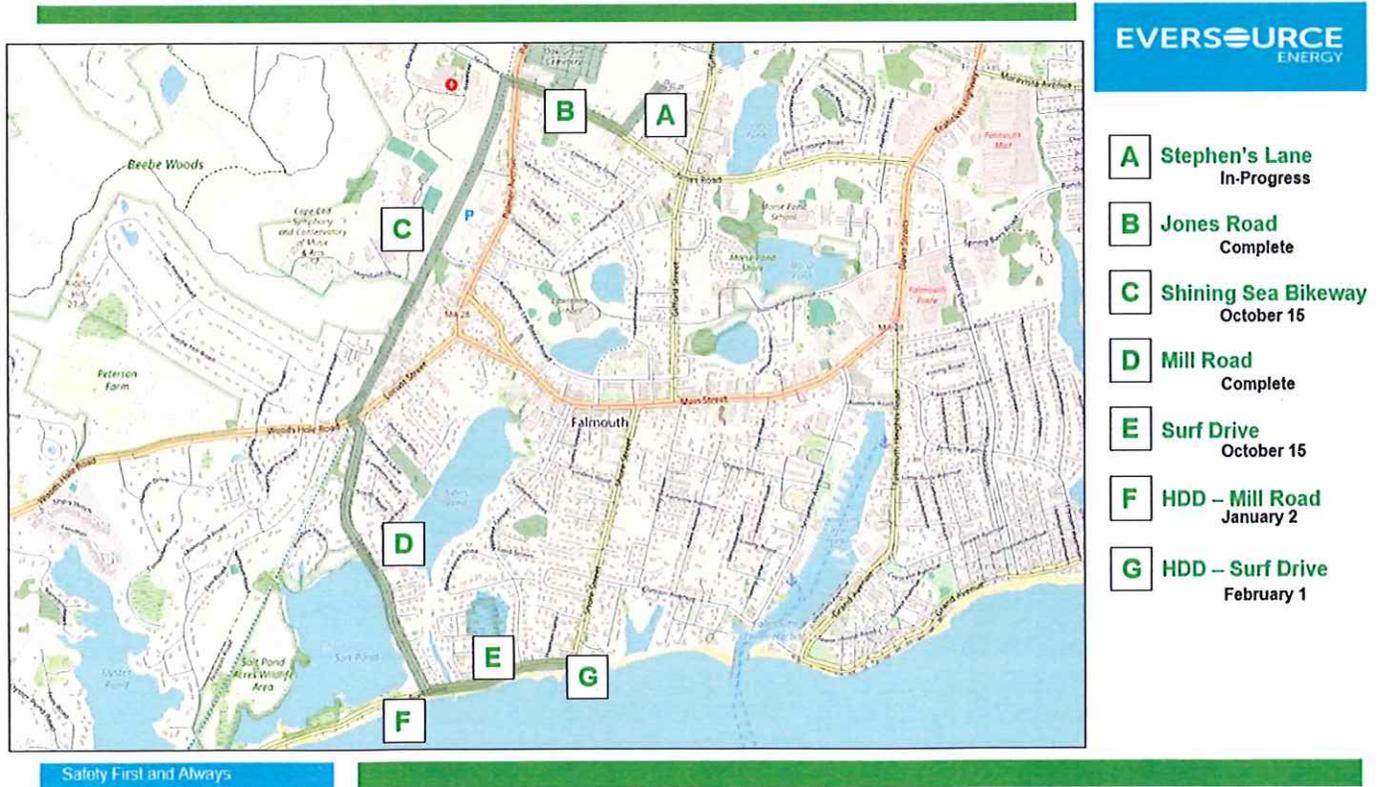
- Allows for the decommissioning of diesel generators
- Ensures peak summer electricity needs will be met
- Allows for future demand in Falmouth and Martha's Vineyard

MOU: Agreement between Eversource and the Town of Falmouth outlining conditions of the work

- \$800,000 compensation to the Town of Falmouth
  - *Acknowledgement that Eversource may need to work outside of Normal Work Hours, including, without limitation, on a continuous, around-the-clock basis for an extended period.*
- 

### Falmouth:

Approximately 2.7 miles of underground cable and conduit duct bank between Substation 933 at Stephen's Lane and Surf Drive (A-E). Horizontal Directional Drilling in the parking lots at Mill Road and Surf Drive for cables 91 and 70 respectively (F-G).



## Horizontal Directional Drilling

A trenchless method used to install underground cables, such as electric transmission or distribution lines, beneath obstacles like water bodies, roads or environmentally sensitive areas. It involves drilling a curved path horizontally underground allowing cables to be placed while minimizing impacts to the surface. At a distance of 500 feet HDD operations typically produce 50 to 60 dB of noise. Sound curtains reduce the noise by 15 to 25 dB.

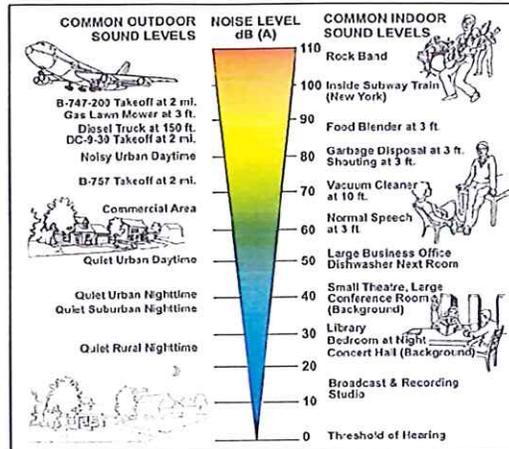


Figure 3-1 Typical Indoor and Outdoor Sound Levels

## Schedule

Eversource is requesting an amendment to the existing MOU to alter the “Normal Work Hours” for Horizontal Directional Drilling. Two scenarios are presented to the Town:

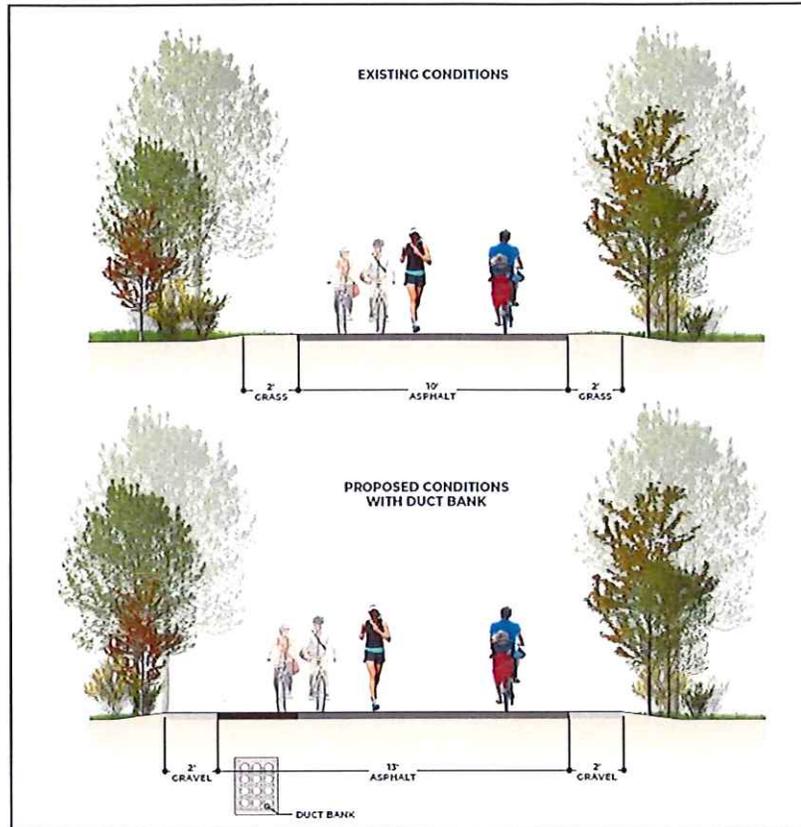
- Option 1: HDD work to be performed 7 days per week, 12 hours per day. No additional mitigation dollars.
- Option 2: HDD work to be performed 7 days per week, 12 hours per day with up to 30 days of 24-hour operations. \$300,000 additional mitigation dollars provided to the Town.

Eversource’s proposed HDD schedule at 7 days per week, 12 hours per day (Option 1) is provided below. The schedule provided was developed in coordination with the HDD vendor.

- Note: Eversource will make every effort to meet the schedule provided but cannot guarantee the dates shown
- Note: 24-hour drilling as outlined in Option 2 would shorten the duration of the schedule
- Note: Permitting restrictions for nesting migratory birds dictate the anticipated start dates.

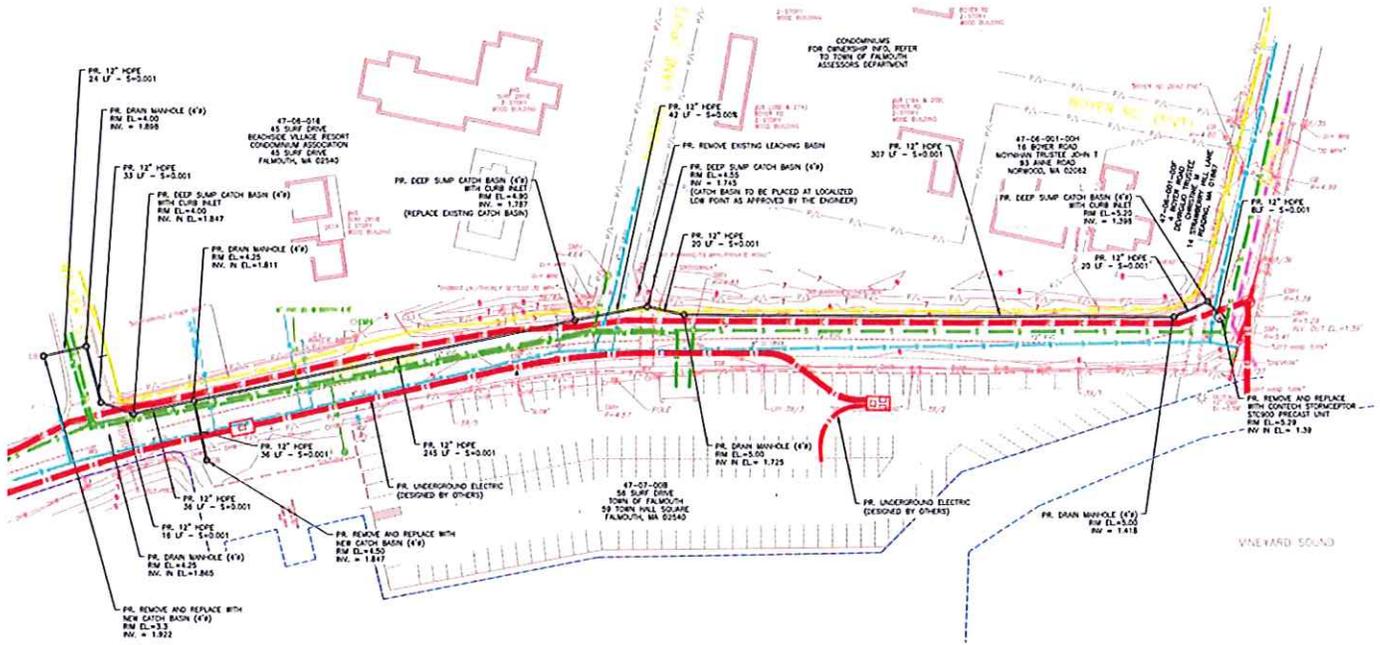
Surf Drive		Anticipated Start	Anticipated Finish
	Site Prep	Feb-1-25	Feb-16-25
	Drill Setup	Feb-16-25	Feb-21-25
	Drilling	Feb-21-25	Mar-24-25
	Rig Down	Mar-24-25	Mar-25-25
	Site Restoration	Apr-3-25	Apr-18-25
	Weather Allowance		Apr-30-25
Mill Road			
	Site Prep	Jan-2-25	Jan-16-25
	Drill Setup	Feb-12-25	Feb-16-25
	Drilling	Feb-17-25	Mar-29-25
	Rig Down	Mar-30-25	Apr-3-2025
	Site Restoration	Apr-9-25	Apr-23-25
	Weather Allowance		May-10-25

## Shining Sea Bikeway



- Closure: Ter Heun Drive to Locust Street (Approximately 1 mile).
- Detour: Developed with Falmouth Public Safety and in coordination with the Bike & Pedestrian Committee
- Timeline: October 15 – Late Winter / Early Spring 2025
- Outreach: Notifications to abutters and key stakeholders. Signage posted and flyers distributed in the community. Eversource Project Services staff to be on site to assist. Dedicated project website and hotline for updates
- Safety: Fencing and signage will be installed to deter access and promote biker and pedestrian safety.
- Restoration: Path will be widened where possible from 10 ft. to 13 ft., with 2 ft. of gravel on each side of the path. The bikeway will be freshly paved, all cracks and bumps from tree roots removed.
- Plantings: 56 trees will be removed – 28 black locust trees (invasive species). Landscaped areas and vegetation disturbed by construction will be restored with similar plantings (all native).
- EV Infrastructure: Conduit for EV Charging Stations in the Depot Ave Parking Lot for future Town installation.
- Falmouth EDIC: Restoration work at the Falmouth Station will be done in partnership with the Falmouth EDIC to create a bike- and pedestrian-friendly rest area.

## Surf Drive



- New drainage work to reduce ponding / flooding in coordination with Falmouth DPW
- Replacement of 100+ year old water main in coordination with Falmouth DPW
- Optimizing resources and timing with design and construction of new sidewalk and crosswalk in coordination with Falmouth DPW
- Surf Drive Parking Lot to be repaved during site restoration
- Surf Drive Parking Lot / Beach Sticker sales to remain accessible during HDD Work



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### Summary of Benefits to the Town of Falmouth:

- \$800,000 to mitigate Project construction impacts as follows:
    - \$100,000 for the Town's restoration of Surf Drive, as impacted by the Project.
    - \$250,000 for the Town to make additional changes in connection with the disruption caused by Project activities in the Shining Sea Bikeway path.
    - \$250,000 for the Town to restore and pave the surface of Depot Avenue parking lot, which will be used as a laydown area for the Project.
    - \$200,000 for mitigation of Project impacts not specifically identified herein, including construction impacts – such as traffic, congestion, detours, etc. – economic impacts and other impacts associated with Project construction.
  
  - \$300,000 additional mitigation funds should the Town support 24-hour drilling operations.
  - Water main replacement along Surf Drive.
  - Residential water main tie-ins.
  - Drainage improvements on Surf Drive.
  - Repaved / restored entire length of Mill Road, shoulder to shoulder.
  - Repaved / restored disturbed portion of Jones Road, shoulder to shoulder.
  - Surf Drive Parking Lot to be repaved.
  - Mill Road Parking Lot to be fully restored.
  - Widening of Shining Sea Bikeway where feasible.
  - Repaving of Shining Sea Bikeway from Ter Heun Drive to Locust Road.
  - Hazardous and invasive vegetation removal along Shining Sea Bikeway.
  - Dedicated electric feed to Falmouth Hospital to promote system reliability.
  - Electric Vehicle charging station conduit for Depot Avenue.
-

**Diane Davidson**

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**From:** Katherine Jansen  
**Sent:** Wednesday, October 2, 2024 8:54 PM  
**To:** Falmouth Selectboard; Falmouth Town Manager  
**Subject:** Bicycle and Pedestrian Committee letter of support for Eversource schedule  
**Attachments:** Eversource directional drilling letter for Selectboard.docx

Good evening Selectboard members and Mr. Renshaw,

I've attached a letter of support for Eversource's agenda item for the Selectboard meeting on October 7th. Our Committee voted to approve this letter tonight.

Please let me know if you have any questions or feedback,

Best regards,

KJ  
Katherine Jansen, Chair  
Bicycle and Pedestrian Committee

Bicycle and Pedestrian Committee  
59 Town Hall Square  
Falmouth, MA 02540

Dear Selectboard and Town Manager,

The Bicycle and Pedestrian Committee is writing to support Eversource's directional drilling that will begin in January on Surf Drive. We understand that drainage and a new sidewalk is included with the final restoration plan. After the sidewalk is complete, the Town can relocate the dangerous crosswalk at the end of Shore Street further down Surf Drive and away from the intersection, greatly improving pedestrian safety.

We have reviewed the construction plans with the DPW and are comfortable that they represent our understanding of construction on the Shining Sea Bikeway. In addition, we've reviewed the tree removal and replacement plans and are supportive as it will eliminate many root bumps and prevent their return, at least for a few years. This improves safety for users of the Bikeway and also saves the Town the trouble and cost of fixing them.

Finally, we are comfortable with the potential plan to move the Bikeway closer to the station at Depot, pave it and make the crossing at Depot far less angled and therefore safer.

We are working closely with Eversource and DPW on communication and staying on top of any issues that arise during construction.

Best regards,

Katherine Jansen on behalf of Falmouth Bicycle and Pedestrian Committee

## OPEN SESSION

## BUSINESS

8. Consider approval of a variance to Sign Code §184-32, Off Premises Signs, size and content: The Irish Goodbye Pint House, 444 North Falmouth Highway **(10 minutes)**



## AGENDA ITEM SUMMARY SHEET

**ITEM NUMBER:** Business 8.

**ITEM TITLE:** Consider approval of a variance to Sign Code, Section 184-32 Off-Premises Signs, size, and content: The Irish Goodbye Pint House, 444 North Falmouth Highway

**MEETING DATE:** 10/7/2024

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

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

**ATTACHMENTS:** Summary of request; Email and letter from applicant; photograph of sign, site plan

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### PURPOSE:

The Select Board is requested to review and consider a sign code variance requested by the business Irish Goodbye Pint House located at 444 North Falmouth Highway for the installation of a sign on an existing post located on a Town-owned parcel. In the past, previous businesses have hung signs on this same post.

### BACKGROUND/SUMMARY:

- The Irish Goodbye Pint House submitted its request for a variance to the Sign Code (Off-Premises) to include the installation of a 4 ft. 2 inch by 3 ft. sign (illustrations attached) upon an exiting post which is located on a Town-owned parcel.
- Per the Building Department, an Off-Premises Sign is allowed by right when directing traffic flow and the area of the sign is limited to two (2) square feet.

- The applicant's proposed sign is 12 square feet in size and displays the business name.
- The Building Department has reviewed the variance request and has no objections to its approval, stating that the owner of the establishment simply wants to re-locate their current freestanding sign to the existing post.

**DEPARTMENT RECOMMENDATION:**

The Town Manager recommends that the Select Board approve the request for a variance to the Off-Premises sign code as presented.

**OPTIONS:**

- Motion to approve the request for a variance to Sign Code, Section 184-32 Off-Premises Signs, size, and content: The Irish Goodbye Pint House, 444 North Falmouth Highway as presented.
- Motion to deny approval of the request for a variance to Sign Code, Section 184-32 Off-Premises Signs, size, and content: The Irish Goodbye Pint House, 444 North Falmouth Highway.
- Some other Board defined alternative motion.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

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

N/A

**TOWN MANAGER COMMENTS:**

The Town Manager recommends that the Select Board approve the request for a variance to the Off-Premises sign code as presented.

*Michael Renshaw*

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**Town Manager**

10/2/2024

**Date**

The Irish Goodbye Pint House:

Request: The applicant is seeking a variance to install a sign on an existing post located on town-owned parcel.

Variance to: Sign Code §184-323: Off-premises signs, size and content.

Location: 444 North Falmouth Highway.

Dimensions: 4'2" w x 3'h.

Building Department Staff Comment: An Off Premises Sign is allowed by right when directing traffic flow and the area is limited to 2 sf. Their sign is 12 sf. and displays the business name. The Building Department supports this variance request; the owner just wants to locate their freestanding sign on the existing post.

October 7, 2024

**Diane Davidson**

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**From:** [REDACTED]  
**Sent:** Thursday, September 19, 2024 6:55 PM  
**To:** Diane Davidson  
**Subject:** [EXTERNAL] - Permission request to use sign pole 444 N.Falmouth Highway  
**Attachments:** IMG\_9055.HEIC; Select Board Sign Permission Request.pdf

**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.

Hi Diane,

My name is Mark Colangelo I am assisting my wife Karen in the sign permitting process for her new business. I spoke with you early on Thursday regarding permission to use the existing sign pole located on town land at 444 North Falmouth Highway. Attached is a letter requesting permission from the Select Board for the same. I have also attached a picture of the actual sign. The drawings and all the measurements of the sign have been submitted to the Building Department through Permit Eyes and approved other than the component of Select Board Approval. Do you need me to submit the same drawings and plans to you in a separate email or will you use the ones submitted on Permit Eyes ?

Thanks for your direction on this matter.

Karen and Mark Colangelo

THE IRISH GOODBYE PINT HOUSE  
444 NORTH FALMOUTH HIGHWAY  
FALMOUTH, MA. 02556

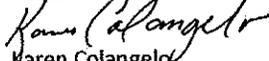
Attention: Diane Davidson

Hello Diane,

Micro Pubs L.L.C. d/b/a The Irish Goodbye Pint House is seeking permission from the Select Board to affix a sign to the existing sign pole that is located on town land located at 444 North Falmouth Highway in North Falmouth.

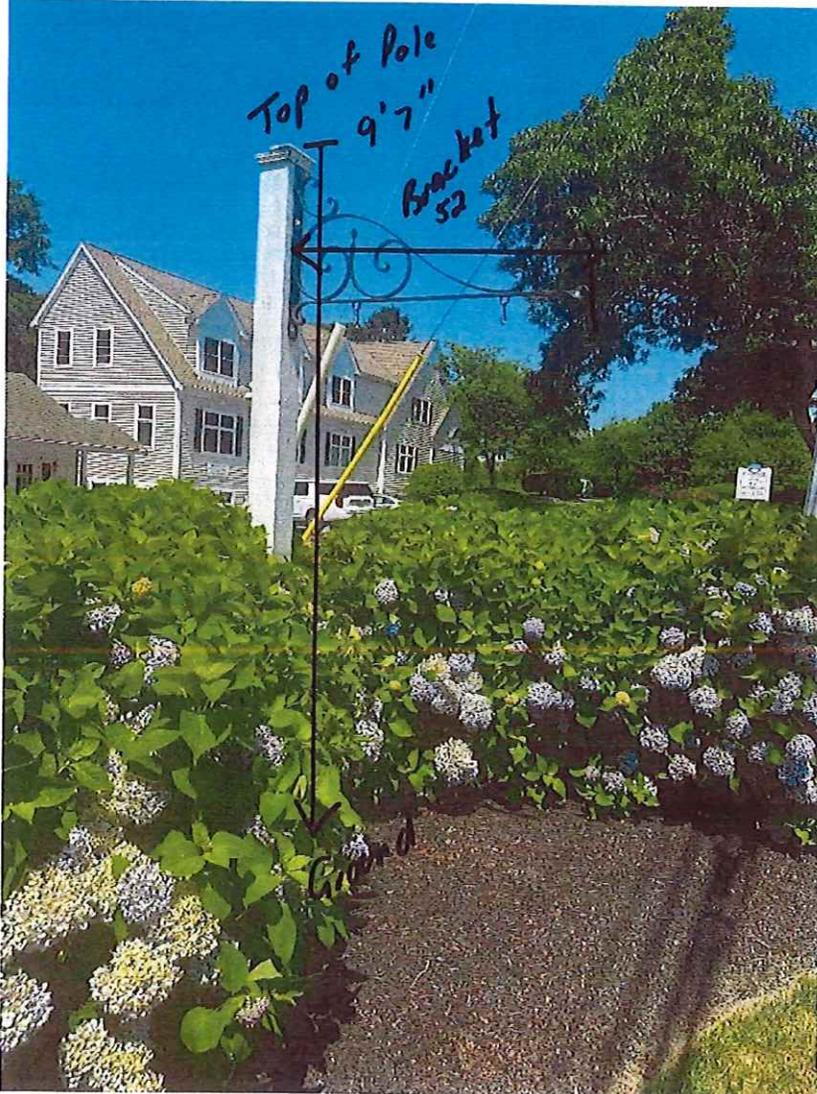
This sign pole has been located in the same spot for a number of years and has been used multiple previous businesses.

Thank You Very Much

  
Karen Colangelo

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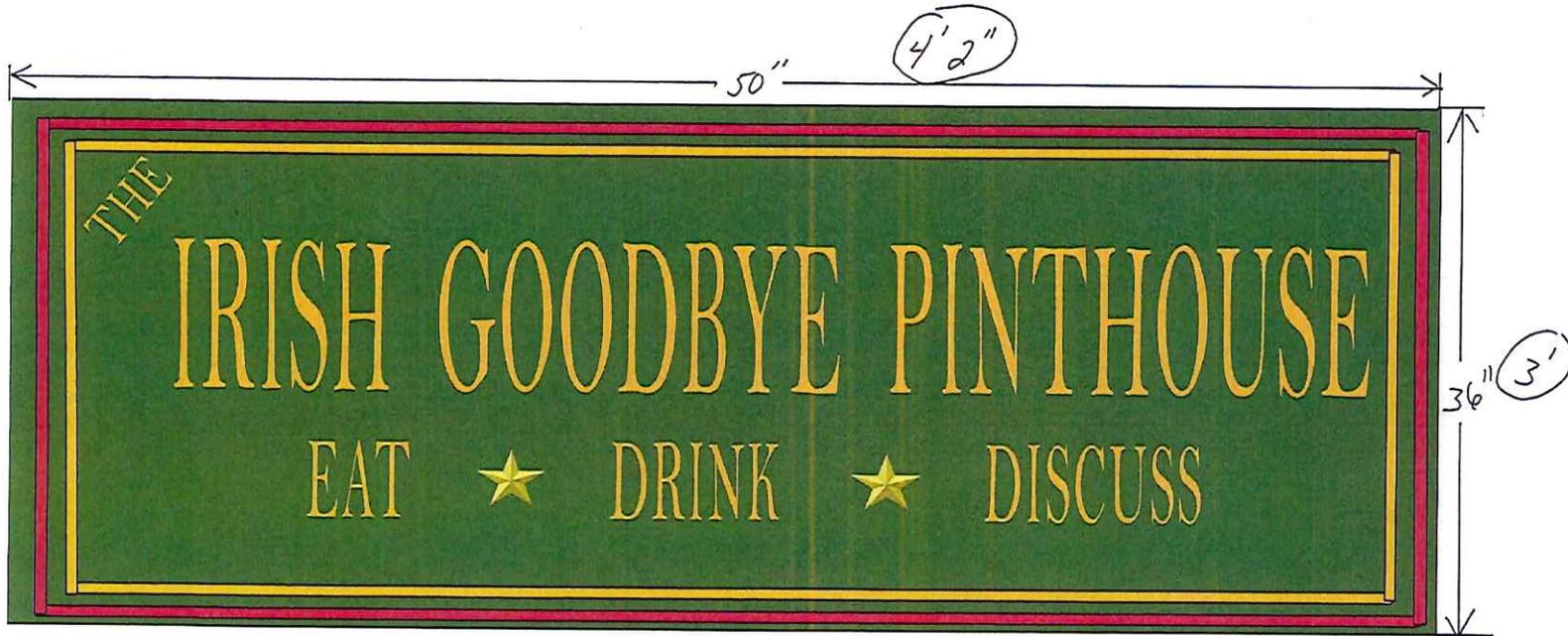


Pole Height  
9'7"  
Bracket  
52"  
Sign

Revision Freestanding Sign

- ① 2 Sided
- ② Total sign 15sq. feet
- ③ Double Sided

Letters Gold leaf  
Borders Top & Maroon  
Body Color - Hunter green





**OPEN SESSION**

**BUSINESS**

9. Consider establishing a Police Station Advisory Committee **(10 minutes)**



## AGENDA ITEM SUMMARY SHEET

**ITEM NUMBER:** Business 9.

**ITEM TITLE:** Consider Establishing a Police Station Advisory Committee

**MEETING DATE:** 10/7/2024

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

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

**ATTACHMENTS:** Draft Committee Charge

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### PURPOSE:

The Select Board is asked to create a single advisory committee to advise the Select Board and Town Manager concerning site selection of the new facility as well as its design.

### BACKGROUND/SUMMARY:

- The Select Board has identified construction of a new police station as a priority. The next steps are to select an architect and then staff will work with the owner's project management, architect and this advisory committee in selecting a site for the new station for consideration by the Select Board.
- Town Meeting approved \$200,000 for a feasibility study including site selection. An additional \$100,000 for this feasibility study is being requested this November.
- The Committee will submit a recommended site to the Select Board.
- Once a site has been selected, a request for design development funds will be submitted through the capital planning process. The anticipated design costs will likely exceed \$3 million.

- If funding for design is approved, this Committee will advise on design of the new station.
- The Town Manager will assemble a project team that includes representatives of the Police Department who will work closely with the proposed advisory committee. These staff members will not be appointed members of the advisory committee due to the potential complications it can present with respect to the open meeting law.
- A proposed charge for this committee is included in your packet.

**DEPARTMENT RECOMMENDATION:**

The Town Manager recommends that the Select Board approve the establishment of the Police Station Advisory Committee and adopt the attached Committee Charge as drafted.

**OPTIONS:**

- Motion to approve the establishment of the Police Station Advisory Committee and adopt the attached Committee Charge as presented.
- Motion to deny the approval of the establishment of the Police Station Advisory Committee and adopt the attached Committee Charge as presented.
- Some other Board defined alternative.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

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

N/A

**TOWN MANAGER COMMENTS:**

The Town Manager recommends that the Select Board approve the establishment of the Police Station Advisory Committee and adopt the attached Committee Charge as drafted.

*Michael Renshaw*

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**Town Manager**

10/2/2024

**Date**

*DRAFT ONLY – October 7, 2024*

**POLICE STATION ADVISORY COMMITTEE**

A temporary Police Station Advisory Committee shall be appointed by the Select Board in accordance with relevant provisions of the Falmouth Home Rule Charter and Town bylaws. The Committee shall consist of five (5) members who shall serve until the Committee is dissolved. The Board seeks representation from individuals with a background in building design, building construction, civil engineering, and/or police services. In the event that a member resigns prior to the dissolution of the Committee the Board may elect to appoint a new member.

The mission of the Committee is to advise on architect selection, police station site selection, and design of a new police station based on information provided by staff, the owner's project manager and the architect retained by the Town. The Committee will also solicit input from residents. The Committee is directed to submit a recommendation to the Town Manager regarding architect selection and to submit recommendations to the Select Board regarding potential locations for a new police station. If the funding for design of a new station is approved, the members of this Committee shall advise the Town Manager and Select Board on the design of the new Police Station. If funding is approved for construction, the Committee shall advise the Town Manager on the construction of the new station.

This Committee is to convene meeting at the earliest reasonable time following Select Board appointment. They are to select a Chair, Vice-Chair and Recording Secretary, will select an agreeable meeting date, time and place and will post all Committee meetings, prepare and approve minutes consistent with the Commonwealth Open Meeting Law. It is the intention of the Board to encourage consistent and steady progress to timely reach this final recommendation, as it is in the public safety interest to facilitate moving to closure on this important matter.

The Town Manager, Police Chief and their designees shall serve as staff liaisons to this Committee to provide relevant information and analysis. The Committee may be dissolved by the Select Board if Town Meeting does not approve funding or if the voters do not approve a debt exclusion to fund the project (if a debt exclusion is required.) Otherwise, the Committee shall be dissolved when construction of the station reaches substantial completion.

**OPEN SESSION**

**BUSINESS**

10. Vote article recommendations for November 2024 Town Meeting **(10 minutes)**



## AGENDA ITEM SUMMARY SHEET

**ITEM NUMBER:** Business 10.

**ITEM TITLE:** Vote article recommendations for the November 2024 Town Meeting

**MEETING DATE:** 10/7/2024

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

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

**ATTACHMENTS:** Selected Warrant Articles with draft recommendations and explanations

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### PURPOSE:

The Select Board is asked to vote recommendations for articles that fall under its purview.

### BACKGROUND/SUMMARY:

- There are ten (10) articles for which the Select Board will submit the formal recommendation to Town Meeting; these recommendations will be printed in the Town Meeting warrant book distributed to all Town Meeting members.
- The Finance Committee submits recommendations for financial articles, the Planning Board submits recommendations for zoning articles, and the Community Preservation Committee submits recommendations for funding from the Community Preservation fund.
- Included in your meeting packet are draft staff recommendations for 8 of 10 of these articles and explanations for all 10 articles, subject to Select Board discussion and approval. These

recommendations and explanations can be amended based on input received from the Board during this meeting.

- The recommendations must be voted by the Select Board in order to be printed and submitted to Town Meeting. The wording of the explanations may be refined and updated by staff without a Select Board vote after this meeting.
- The Town Meeting warrant book is scheduled to be sent to the printer October 16, 2024 which makes this the Select Board's last meeting to vote its recommendations.

**DEPARTMENT RECOMMENDATION:**

The Town Manager recommends approval of the November 2024 Town Meeting article recommendations as submitted.

**OPTIONS:**

- Motion to approve the November 2024 Annual Town Meeting article recommendations as submitted;
- Motion to approve the November 2024 Annual Town Meeting article recommendations as amended;

**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 approval of the November 2024 Annual Town Meeting article recommendations as submitted.

*Michael Renshaw*

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**Town Manager**

10/2/2024

**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

**NOVEMBER 18, 2024 ANNUAL TOWN MEETING**  
**Select Board Sponsored Articles**  
**DRAFT Recommendations Explanations**

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

Section 9-3. Contracts

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

**RECOMMENDATION (Select Board):** That the town vote the article as printed in the warrant.

**EXPLANATION:** This article proposes a bylaw that would authorize the Town Manager to enter into a contract for up to 5 years for this purpose. Without a bylaw, state statute limits the term of a contract to 3 years. The Department of Revenue changed the property revaluation period from 3 (three) years to 5 (five) years. As a result of this change, contracts for Business and Personal Property valuations, software and other assistance to the Assessor should coincide with the new revaluation period.

**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.

**RECOMMENDATION:** That the town vote the article as printed in the warrant.

**EXPLANATION:** This article seeks Town Meeting authorization to sell two adjacent parcels comprising approximately 6.18 acres combined for the purpose of creating affordable housing. Town Planning staff led a comprehensive review of Town-owned parcels and identified these two parcels as among the best opportunities for creation of affordable housing. These parcels are not located within the Coastal Pond Overlay District and are not within the Nitrogen Sensitive Area designated under current Title V regulations. The details of the housing to be constructed have yet to be determined. Following a public input process including the Select Board and Affordable Housing Committee, the Town Manager will establish certain parameters for the housing to be constructed in a request for proposals that is used to select the buyer/developer. This process ensures the parcels can only be used for the construction of deed-restricted affordable housing and allows the Town to place some parameters as to the scope of the development.

**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.

**RECOMMENDATION:** That the town vote the article as printed in the warrant.

**EXPLANATION:** This article seeks Town Meeting authorization to sell two adjacent parcels comprising approximately 2.81 acres combined for the purpose of creating affordable housing. Town Planning staff led a comprehensive review of Town-owned parcels and identified these two parcels as among the best

opportunities for creation of affordable housing. These parcels are not located within the Coastal Pond Overlay District and are not within the Nitrogen Sensitive Area designated under current Title V regulations. The details of the housing to be constructed have yet to be determined. Following a public input process including the Select Board and Affordable Housing Committee, the Town Manager will establish certain parameters for the housing to be constructed in a request for proposals that is used to select the buyer/developer. This process ensures the parcels can only be used for the construction of deed-restricted affordable housing and allows the Town to place some parameters as to the scope of the development.

**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.

**Recommendation:** Indefinite Postponement

**Explanation:** This petition article accomplishes the same purpose as Article 19 sponsored by the Select Board except that Article 19 includes two adjacent parcels and this article includes only one of the two parcels.

**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.

**Recommendation:**

**Explanation:** This petition article seeks to authorize the Select Board to issue a Request for Proposals or convey Town-owned property, subject to an affordable housing restriction. This property is a vacant lot and was acquired by the Town as a tax title foreclosure.

**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.

**Recommendation:**

**Explanation:** This petition article seeks to authorize the Select Board to issue a Request for Proposals or convey Town-owned property, subject to an affordable housing restriction. This property is a vacant lot and was acquired by the Town as a tax title foreclosure.

**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.

**RECOMMENDATION:** Indefinite postponement

**EXPLANATION:** The Select Board authorized the use of \$80,000 from ARPA grant funds to undertake a urine diversion feasibility study to assess the viability of this approach as a tool for meeting nitrogen reduction targets to restore Falmouth’s estuaries. The Town entered an agreement with the Massachusetts Alternative Septic System Technology Center (MASSTC) to provide consulting support for the feasibility study which commenced in May of this year. MASSTC and a working group appointed for this feasibility study have made significant progress on evaluating the many complex issues related to this innovative concept but the consensus of MASSTC and the working group is that it is premature to fund a pilot project. Among the unresolved issues are:

- Toilet Fixture Selection and State Plumbing Board Approval: The project team has prepared a list of UD toilet fixtures and engaged state plumbing board officials in a dialog about the approval process. The consultants are responding to questions received from the plumbing board;
- Collection and Storage System Design and Approval: Approval of the state plumbing board and the DEP is required for the complete plumbing system including toilet fixtures, pipes connecting to a storage tank, septic system overflow, venting, pump out ports, etc.
- Urine Collection and Disposal Plan: A plan for collection and disposal of urine collected during the pilot project has been drafted. The cost and viability of a collection and disposal plan for a potential long-term buildout of UD systems remain unknown.
- Participant Agreements and Funding: There are many parameters that need to be determined in order to evaluate the number of homeowners willing to participate including: total cost, homeowner cost, Town subsidy, whether homeowners will be required to convert all fixtures to UD or only one, and geographic limitations on participation – i.e. how do UD’s fit into the Town’s watershed management plans. These parameters will need to be codified in a participant agreement to be signed by homeowners. The working group has proposals for many of these issues but there are policy issues that will require input and approval from multiple Town boards and committees. Also, legal counsel has raised a question about whether subsidizing installation of UD systems (and I/A septic systems) on private property is an allowed use of municipal funds. Resolving this question may require legislation or a written guidance from a state agency.

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

**RECOMMENDATION (Select Board):** To see if the Town will vote to amend the Town’s Position Classification Plan as follows:

Action	Positions	Current Grade	Existing FY 2025 Pay Range		Proposed Grade	Proposed FY 2025 Pay Range	
Change	Director of Assessing	B-09	\$48.18	\$65.09	B-10	\$51.82	\$70.00
Change	Forestry/Tree Care Crew Leader	D-09	\$30.74	\$42.88	D-10	\$32.89	\$45.88
Add	Stormwater Engineer				A-13	\$38.47	\$48.67
Add	HVAC Technician				A-11	\$33.61	\$42.52

**EXPLANATION:** The Town Manager seeks to add two new positions to the Town Position Classification plan and to change the pay classification for the two existing positions listed above. The funding for the new positions may or may not be funded in the upcoming Fiscal Year 2026 budget but allows for the opportunity to fund the positions at a future Town Meeting.

Director of Assessing: The increase to this position is based on comparisons to other communities and was bargained with the union subject to Town Meeting approval. The proposed pay range on an annualized basis is \$107,786 - \$145,600.

Forestry/Tree Care Crew Leader: The Town has been unable to fund this position for an extended period of time and has negotiated the change in pay classification with the union subject to Town Meeting approval. The proposed pay range on an annualized basis is \$68,411 - \$95,430.

Stormwater Engineer: This new position is requested to address the increased workload associated with improving stormwater collection and treatment systems in compliance with EPA regulations. These improvements are important to improving water quality in freshwater bodies and estuaries. The proposed pay range on an annualized basis is \$80,018 - \$101,234.

HVAC Technician: This new position is requested to provide in-house repair and maintenance of HVAC systems. The proposed pay range on an annualized basis is \$69,909 - \$88,442.

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

1) Purpose and Intent.

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

2) Definitions.

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

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

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

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

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

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

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

- i) Trash and recycling plan
- ii) Parking plan, showing no more than one overnight parking spot per bedroom
- iii) 24-Hour contact information for local responsible person
- iv) Noise Control and nuisance provisions
- v) Proof of ownership
- vi) Description of the rooms or units to be rented
- vii) Proof of no outstanding taxes owed to the Town of Falmouth
- viii) Copy of certification of registration in accordance with M.G.L. c. 64G

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

4) Compliance with other laws.

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

5) Ownership of Short-Term Rentals.

a. Short-Term Rentals are required to be owned by an Owner as defined under this bylaw.

b. Short-Term Rentals are prohibited in dwellings owned by a corporation.

c. No Owner shall be entitled to receive more than one license to operate a Short-Term Rental in the Town of Falmouth.

d. No natural person who is a shareholder, partner, or member of an LLC or Trust shall be entitled to hold more than one license, either as an individual or as part of a legal entity.

e. No Fractional Ownership, Interval or Time Share unit may engage in Short-Term Rental activities or be eligible to receive a Short-Term Rental license for such unit;

6) Prohibitions.

The following are prohibited for any Short-Term Rental:

a. Commercial Events. A Short-Term Rental property shall not be used for a commercial event during its occupancy as a Short-Term Rental. Commercial events include luncheons, banquets, parties, weddings, meetings, charitable fundraising, commercial or advertising activities, or other gatherings for direct or indirect compensation.

b. Affordable Housing Units. Short-Term Rentals are prohibited in dwelling units designated as affordable or otherwise income-restricted, which are subject to an affordability restriction or are otherwise subject to housing or rental assistance under local, state, or federal programs or law.

c. Nuisance. No Short-Term Rental shall create or result in the disruption of the peace, tranquility, or safety of the immediate residential neighborhood through the production of noise, vibration, light, glare trash, fumes, odors, traffic, parking congestion, or any other nuisance beyond that which normally occurs in the immediate residential area.

7) Inspection.

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

8) Violations.

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

9) Non-Criminal Disposition.

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

10) Civil penalty.

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

11) Authority of the Board of Health.

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

12) Severability.

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

13) Effective Date. The provisions of this Bylaw shall take effect on January 1, 2025.

**Recommendation:** That the town vote the article as printed in the warrant.

**Explanation:** This proposed bylaw will create a registration requirement to assist the Town with regulating and managing the proliferation of short-term rentals throughout the Town. A working group comprised of Town officials and real estate professionals held several public meetings over the course of months and collaborated with feedback from members of the public to try to address the health and public safety issues that arise with short-term rentals. This proposed bylaw represents an effort to balance the ability of homeowners to use their property for additional income, to protect the stock of year-round rentals, and to safeguard neighborhoods from nuisances. It mandates that every short-term rental must be licensed through the Board of Health. Licenses may not be held by corporations or be used for commercial events. The license will only be issued if the owner provides certain assurances to the Town about how the short-term rental will be managed. It allows the Board of Health to hold hearings for violations and issue fines up to \$5000 for serious or repeated infractions of the bylaw.

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

Chapter 172 Rental Property

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

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

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

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

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

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

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

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

**Section 172-4. Posting of certificate of registration.**

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

**Section 172-5. (Reserved)**

**Section 172-6. Violations and penalties.**

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

**Section 172-7. Variances.**

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

**Recommendation:** That the town vote the article as printed in the warrant.

**Explanation:** This article proposes certain deletions and amendments to update the existing registration requirements for year-round rental properties. The updates include clarifying language to conform to the Fair Housing Act and to provide for civil ticketing for violations. These amendments are also proposed to clarify that they are not applicable to short-term rentals, in light of the proposed new bylaw that will specifically address those issues.

Article Number	Description	Recommendation
1	Choose Town Officers	NA
2	Hear Reports from Committees and Town Officers	NA
3	Amend: Town Code Section 9-3, Contracts	Select Board
4	Authorize: Rescind Borrowing Authorizations	Fincom
5	Fund Capital Improvements (Note: requires majority vote)	Fincom
6	Fund Capital Improvements (Note: requires 2/3 vote)	Fincom
7	Fund Non-Capital Improvements	Fincom
8	Fund Fiscal Year 2025 Supplemental Budget Appropriations	Fincom
9	Change Purpose of Capital Stabilization Fund to a Capital and Debt Stabilization Fund (Note: requires 2/3 vote)	Fincom
10	Close Debt Stabilization Fund and Transfer to the Capital and Debt Stabilization Fund (Note: requires 2/3 vote)	Fincom
11	Add Additional Funding to the Capital and Debt Stabilization Fund	Fincom
12	Fund FY 2025 Fire New Hire Spending from Fire Stabilization Funds (Note: requires 2/3 vote)	Fincom
13	Fiscal Year 2025 Budget Transfers	Fincom
14	Fund Government Access Programming from Cable Fund	Fincom
15	Amend Chapter 240-7.5: Mixed Residential and Commercial Overlay District (MRCOD)	Planning
16	Amend Chapter 240-9.1: Accessory Apartments	Planning
17	Amend Chapter 240-6.1 Agricultural Districts Use Table and Section 240-6.6: Residence Districts Use Table	Planning
18	Authorize: Disposition of 0 Locustfield Road	Select Board
19	Authorize: Disposition of 0 West Falmouth Highway	Select Board
20	Petition: Authorize disposition of 0 West Falmouth Highway for affordable housing	Select Board
21	Petition: Authorize disposition of 21 Pheasant Lane for affordable housing	Select Board
22	Petition: Authorize disposition of 20 Brigantine Drive for affordable housing	Select Board
23	Petition: Fund Urine Diversion Pilot Project	Select Board
24	CPC: Falmouth Station HVAC	CPC
25	CPC: Highfield Hall Exterior Rehabilitation	CPC
26	CPC: Community Play Space	CPC
27	CPC: Shiverick's Pond Public Access Improvements	CPC
28	CPC: Bell Tower Tennis Court Rehabilitation	CPC
29	Fund: Retirement Contributions for active military duty	Fincom
30	Retirement Board Stipend	Fincom
31	Amend: Position Classification Plan	Select Board
32	Amend: Town Code Section 173, Short-Term Rentals	Select Board
33	Amend: Town Code Section 172, Rental Property	Select Board
34	Amend Chapter 240-9.5: Home Occupation	Planning
35	Amend Chapter 240-3.2: Definitions	Planning
36	Amend Article 10: Nonconforming Uses, Structures, and Lots	Planning

## Some Context On The Urine-Diversion Study - Letter

## ***Article 23 - Urine Diversion***

Sep 27, 2024

Home / Falmouth / Falmouth Opinion

I am writing regarding the September 20 Enterprise article titled "FinCom Again Moves to Delay Urine-Diversion Article." As the founder of the Falmouth Pond Coalition, a member of the town's urine diversion (UD) study working group and member of the town's freshwater ponds advisory committee, I have been intimately involved with promoting a study of UD technology. UD is a simple and environmentally friendly method for managing human waste, protecting our waters, recycling valuable nutrients for use as fertilizer and saving money.

I was a petitioner on the UD study warrant article last April. After much consideration, I spoke at Town Meeting and recommended a "no" vote because the project was still in the design stage, that is, not shovel ready. The article was overwhelmingly defeated. Like their recommendation last March, the finance committee's recent recommendation for indefinite postponement of the latest UD study warrant article was the correct call. The study design is still a work in progress.

Over the past five months, the town manager's office has supported this project because they recognize that UD has the potential to address our water pollution challenges while saving Falmouth residents tens of millions of dollars. They helped secure the select board's approval of a planning grant and have personally devoted many hours to the planning process. The planning team is led by the Massachusetts Alternative Septic System Test Center and includes representatives from the town manager's office, the freshwater ponds advisory committee, the water quality management committee, and an impressive team of UD experts. We are making steady progress. While everyone involved hoped to complete the study design by August 30 so it could be considered by Town Meeting in November, we were not able to meet that deadline. This was, in large part, due to the slow pace of government approvals.

The project is complicated. Factors include: Massachusetts Department of Environmental Protection approval of the project design (including urine collection and measurement protocols, agreeing on the data to be collected, securing credit toward our nutrient reduction targets, et cetera); state plumbing board permitting of UD fixtures; arranging for funding for project management and homeowner subsidies; formulating a plan to treat the collected urine and recycle the nutrients; defining the respective obligations of the town and study participants; and more.

The Falmouth Pond Coalition is strongly committed to engaging our members in a UD study. That said, we want to make sure that the study will give UD a fair test and enable Falmouth to determine whether it should take its place in our wastewater management toolbox alongside sewers, septic systems, aquaculture, permeable reactive barriers, et cetera.

For the study to succeed, it requires more than enthusiasm. We owe it to the taxpayers of Falmouth to be able to address their questions and concerns. We owe it to them to employ a ready, aim, fire approach, not ready, fire, aim. As we know, there are many skeptics in Falmouth when it comes to the idea of urine diversion, some of whom believe a study is a waste of time. Let's be sure to do this right, even if it takes a bit more time.

Kim Comart

Strand Way

East Falmouth



# Falmouth Health Department

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

October 3, 2024

To: Falmouth Selectboard

On September 30, 2024, the Falmouth Board of Health discussed Article 32 of November 2024 Town Meeting regarding the proposed Short-Term Rental Bylaw. The Board of Health voted that the Short-Term Rental Bylaw serves no public health purpose and requests the Selectboard take the Board of Health enforcement piece out of the proposed bylaw.

Scott McGann,  
On behalf of the Board of Health

## **OPEN SESSION**

### **CONSENT AGENDA**

#### **1. Licenses**

- a. Consider approval of an application for a Special One-Day Wine & Malt Liquor License – Shipwrecked – Falmouth in the Fall Road Race After Party – Shipwrecked/The Heights Hotel parking lot, 263 Grand Ave. – Sunday, November 3, 2024 – 10:00 a.m. to 6:00 p.m.



## 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- Shipwrecked- Falmouth in the Fall Road Race After Party- Shipwrecked/The Heights Hotel parking lot, 263 Grand Ave.- Sunday, November 3, 2024- 10:00 AM to 6:00 PM

**MEETING DATE:** 10/7/2024

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

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

**ATTACHMENTS:** One Day Liquor License Application Review Form; Town Manager's Working Group Review Form; Emails from Reviewers; Application for Special Events dated August 29, 2024; Special One-Day Liquor License Application dated August 29, 2024; Event narrative;

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### PURPOSE:

The Select Board will consider the approval of an application for Special One-Day Wine and Malt Liquor License- Shipwrecked- Falmouth in the Fall Road Race After Party- Shipwrecked/The Heights Hotel parking lot, 263 Grand Ave.- Sunday, November 3, 2024 from 10:00 AM to 6:00 PM.

### BACKGROUND/SUMMARY:

- Applicant Rob Loewen, representing Shipwrecked, submitted a Special One-Day Liquor License for the Sale of Alcoholic Beverages application on August 29, 2024.

- The event, titled Falmouth in the Fall Road Race After Party, will be held on Sunday, November 3, 2024, from 10:00 AM to 6:00 PM and over 400 people are expected to attend the event.
- The event is to be conducted in the back parking lot of Shipwrecked/The Heights Hotel, and the property parking lot will be closed to all vehicular traffic on the day of the event.
- A Beer Garden comprised of tents housing 5-6 local breweries will be monitored by house security and by Frontier Security Strategies, and all servers will be TIPs certified.

**DEPARTMENT RECOMMENDATION:**

The Town Manager recommends that the Select Board approve the application for a Special One-Day Wine and Malt Liquor License- Shipwrecked- Falmouth in the Fall Road Race After Party- Shipwrecked/The Heights Hotel parking lot, 263 Grand Ave.- Sunday, November 3, 2024- 10:00 AM to 6:00 PM, as presented.

**OPTIONS:**

- Motion to approve the application for a Special One-Day Wine and Malt Liquor License- Shipwrecked- Falmouth in the Fall Road Race After Party- Shipwrecked/The Heights Hotel parking lot, 263 Grand Ave.- Sunday, November 3, 2024- 10:00 AM to 6:00 PM, as presented.
- Motion to deny approval of the application for a Special One-Day Wine and Malt Liquor License- Shipwrecked- Falmouth in the Fall Road Race After Party- Shipwrecked/The Heights Hotel parking lot, 263 Grand Ave.- Sunday, November 3, 2024- 10:00 AM to 6:00 PM.
- Select Board defined alternative.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

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

N/A

**TOWN MANAGER COMMENTS:**

The Town Manager recommends that the Select Board approve the application for a Special One-Day Wine and Malt Liquor License- Shipwrecked- Falmouth in the Fall Road Race After Party- Shipwrecked/The Heights Hotel parking lot, 263 Grand Ave.- Sunday, November 3, 2024- 10:00 AM to 6:00 PM, as presented.

*Michael Renshaw*

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Town Manager

10/3/2024

Date

Date: 10/7/24

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

**Applicant:** Shipwrecked, Rob Loewen

**Event:** Falmouth in the Fall Road Race After Party

**Location:** Parking lot of Shipwrecked and The Heights Hotel, 263 Grand Ave.

**Date:** Sunday, November 3, 2024 **Time:** 10:00 a.m. - 6:00 p.m.

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

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

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Police      | <u>No objection from Police.</u>       |
| <input checked="" type="checkbox"/> Fire        | <u>No objections from Fire Rescue.</u> |
| <input checked="" type="checkbox"/> Health      | <u>No issues from Health.</u>          |
| <input checked="" type="checkbox"/> Building    | <u>No objections.</u>                  |
| <input type="checkbox"/> Communications         | <u>_____</u>                           |
| <input type="checkbox"/> M.E.S.                 | <u>_____</u>                           |
| <input checked="" type="checkbox"/> DPW-Parks   | <u>No objections from Parks.</u>       |
| <input checked="" type="checkbox"/> Recreation  | <u>No objections.</u>                  |
| <input checked="" type="checkbox"/> Beach       | <u>No comments.</u>                    |
| <input checked="" type="checkbox"/> DPW-Highway | <u>_____</u>                           |

NOTES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Town Manager's Working Group Review Form**

Meeting/Review Date: September 25, 2024 (email)  
 Event Name: Falmouth in the Fall Post Race After Party  
 Event Description: Road race after party/beer garden  
 Applicant: Shipwrecked, Rob Loewen  
 Location: Shipwrecked and The Heights Hotel parking lot, 263 Grand Avenue, Falmouth, MA 02540  
 Date of Event: Sunday, November 3, 2024 Time: 10:00 a.m. to 6:00 p.m.  
 Rain Date: N/A  
 Set-up Date: 11/3 Time: 9:00 a.m. Breakdown Date: 11/3 Time: 6:00 p.m.  
 Number of Attendees: 400+  
 Recurrence/# Years at Site: Recurring event  
 One-Day Liquor License? Y/N Yes Food/Beverages? Y/N Yes  
 Signs: Y/N No How Many: \_\_\_\_\_ Where: \_\_\_\_\_  
 Tents: Y/N Yes How Many: \_\_\_\_\_ Size: 10 x 10, no sides. Where: parking lot.  
 Parking Plan: Beach parking lots.  
 Entertainment: Yes. Live entertainment and a D.J.

Reviewers/Sign In:	Name	Comments	Written Referral	
Department of Public Works:	_____	_____	Y <input type="checkbox"/>	N <input type="checkbox"/>
Parks Department	_____	_____	Y <input type="checkbox"/>	N <input type="checkbox"/>
Highway Department	_____	_____	Y <input type="checkbox"/>	N <input type="checkbox"/>
Engineering	_____	_____	Y <input type="checkbox"/>	N <input type="checkbox"/>
Police Department	_____	<u>No objection</u>	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
Fire Department	_____	<u>No objections</u>	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
Emergency Communications	_____	_____	Y <input type="checkbox"/>	N <input type="checkbox"/>
Recreation Director	_____	<u>No objections</u>	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
Building Commissioner	_____	<u>No objections</u>	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
Health Department	_____	<u>No issues.</u>	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
Beach Department	_____	<u>No comments on these applications</u>	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
Marine & Environmental Svcs.	_____	_____	Y <input type="checkbox"/>	N <input type="checkbox"/>
Zoning Enforcement Officer	_____	_____	Y <input type="checkbox"/>	N <input type="checkbox"/>
Bicycle & Pedestrian Committee	_____	_____	Y <input type="checkbox"/>	N <input type="checkbox"/>
Other	_____	_____	Y <input type="checkbox"/>	N <input type="checkbox"/>

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

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

Yes.

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

Event	Location	Date
<u>Falmouth in the Fall Road Race</u>	<u>Woods Hole to Falmouth Heights</u>	<u>Sunday, 11/3/24</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

_____	_____	_____
_____	_____	_____
_____	_____	_____

**Additional Requests:**

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

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

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**Conditions, comments, recommendations:**

Entertainment License - Public Hearing scheduled for 10/7/24 Select Board meeting.

Special One-Day Liquor License - Scheduled on the 10/7/24 Select Board meeting.

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**Solid Waste & Recycling Plan:**

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**Correspondence Received:**

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

**Fees:**

Fee Waiver Request: Yes/No No.

To Select Board for Approval:

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

If approved, terms:

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# Town of Falmouth

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

**PAID** \$70 ck# 203

## Application for Special Events

### CONTACT INFORMATION

Applicant's Name: Shipwrecked /Rob Loewen  
Mailing Address: 263 Grand Ave Falmouth Ma 02540  
Phone: 508-540-9600 Cell Phone: [REDACTED]  
E-Mail: info@shipwreckedfalmouth.com

### EVENT DETAILS

Name of Event: Falmouth In The Fall Road Race Post Party  
Type of Event: Road race after party/Beer garden  
Description of Event: See attached  
*(Attach a narrative describing the event on a separate sheet if more space is needed.)*  
Event Day & Date: Sunday, November 3, 2024  
Rain Date: n/a  
Event Hours: From: 10am To: 6pm  
Setup Date: 11/3 Time: 9am Breakdown Date: 11/3 Time: 6pm  
Location Requested:  
1<sup>st</sup> Choice: Shipwrecked and The Heights Hotel Parking lot  
2<sup>nd</sup> Choice: \_\_\_\_\_  
Number of Attendees: 400+ Number of Vehicles: 0  
Parking Plan: Beach lots  
Solid Waste & Recycling Plan: \_\_\_\_\_  
*(Please see Solid Waste & Recycling Information, attached.)*

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

- Chairs \_\_\_\_\_
- Tents 10X10-no sides *(apply for tent permit at Building Department)*
- Barriers \_\_\_\_\_
- Signs \_\_\_\_\_ *(apply for sign permit at Building Department)*
- Road race \_\_\_\_\_ *(include route map, see attached road race rules and sign)*
- Walk/bike \_\_\_\_\_ *(include route map)*
- Use of Shining Sea Bike Path \_\_\_\_\_ *(see attached bike path rules and sign)*
- Food or beverages \_\_\_\_\_ *(apply for temporary food permit at Health Department)*
- Alcoholic beverages \_\_\_\_\_ *(apply for one-day liquor license)*
- Entertainment \_\_\_\_\_ *(apply for Sunday entertainment license)*

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

Applicant's Signature: [Signature] Date: 8-29-24

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



**PAID**  
\$10  
ck # 2026

**APPLICATION**

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

NAME OF APPLICANT:

Shipwrecked/Rob Loewen

ADDRESS OF APPLICANT:

263 Grand Ave

Falmouth

TOWN

Ma

STATE

02540

ZIP CODE

NAME OF ORGANIZATION:

Shipwrecked

MAILING ADDRESS:

263 Grand Ave

TELEPHONE #:

508-540-9600

EMAIL:

info@shipwreckedfalmouth.com

LOCATION TO BE LICENSED-ADDRESS:

Parking lot of Shipwrecked and The Heights Hotel

Falmouth

TOWN

MA

STATE

02540

ZIP CODE

EVENT TITLE:

Shipwrecked.Falmouth In The Fall Road Race After Party

APPROXIMATE # OF PEOPLE:

400+ in and out

DATE(S) OF EVENT:

11/09/2024

HOURS OF EVENT:

10am-6pm

AUTHORIZED MANAGER OF ESTABLISHMENT EVENT:

Rob Loewen

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)

08-29-24

DATE

Rob Loewen

APPLICANT SIGNATURE

FEE: \$25.00 PER DAY

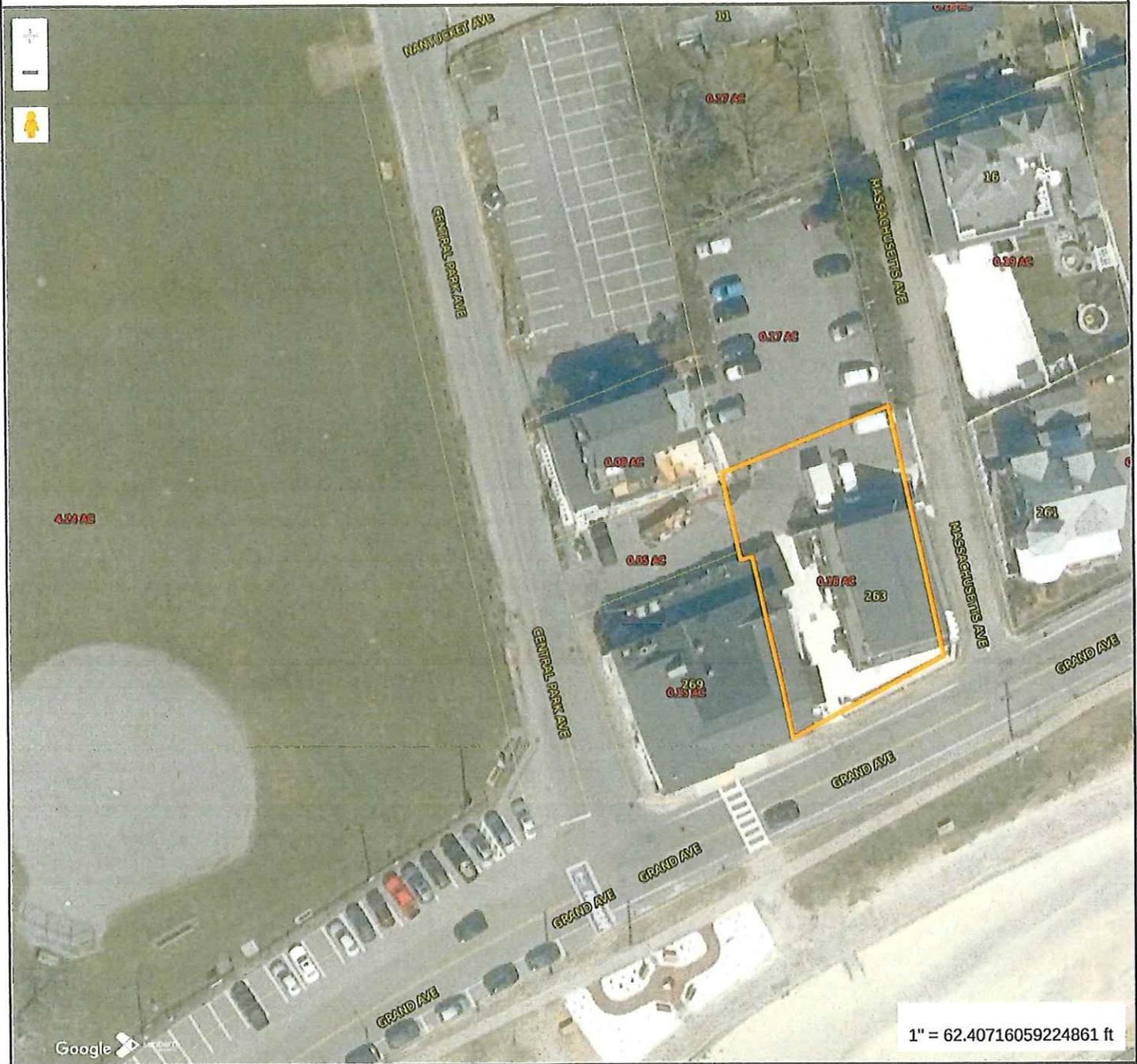
\$10.00 FILING FEE

To whom it may concern,

We, Shipwrecked Falmouth, are seeking a one day wine & malt license for the "Falmouth in the Fall" road race on November 3, 2024. The permit is for a beer garden/ post race party on the property in the back parking lot of Shipwrecked and The Heights Hotel in the same fashion that we have hosted previous events. There will be no vehicular traffic permitted on the property during the day of the event. The Beer Garden will be monitored by house security and by Frontier Security Strategies. All servers and bartenders are tip certified. The tents set up on property will be 10X10 tents with no sides. We will house approximately 5-6 local breweries. The event will run from set up at 10am until breakdown at 6pm. There will be live entertainment and a D.J. throughout the event.

Thank you for your consideration,

Rob Loewen  
Property Manager  
Shipwrecked Falmouth & The Heights Hotel



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

Town of Falmouth, MA makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 10/10/2023  
Data updated 07/17/2024

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

## Diane Davidson

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**From:** Brian Reid <brian.reid@falmouthpolicema.gov>  
**Sent:** Wednesday, September 25, 2024 2:43 PM  
**To:** Diane Davidson; Boyd Demello; Craig O'Malley; Eleanor MacKay; Gary Street; Gregg Fraser; Jeff Lourie; Jeremiah Pearson; Jim Grady; Julie Williams-Tinkham; Maggie Clayton; Mallory Langler; Mike Renshaw; Morgan Cardoso; Peter Johnson-Staub; Peter McConarty; Scott McGann; Sean Doyle; Steven Cadorette; Timothy Smith  
**Cc:** Brooke McMillan; Kristin Nickerson; Lindsey Demers; Pam Marshall; Samantha Moir  
**Subject:** Re: Special Events Applications

No objection from Police

Respectfully,



Brian L. Reid  
Captain of Operations  
Falmouth Police Department  
774-255-4527 ext. 4502

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**From:**  
Diane  
Davidson

<diane.davidson@falmouthma.gov>

Sent: Wednesday, September 25, 2024 1:00 PM

**To:** Boyd Demello <boyd.demello@falmouthfirema.gov>; Brian Reid <brian.reid@falmouthpolicema.gov>; Craig O'Malley <craig.omalley@falmouthfirema.gov>; Diane Davidson <diane.davidson@falmouthma.gov>; Eleanor MacKay <eleanor.mackay@falmouthma.gov>; Gary Street <gary.street@falmouthma.gov>; Gregg Fraser <gregg.fraser@falmouthma.gov>; Jeff Lourie <Jeff.Lourie@falmouthpolicema.gov>; Jeremiah Pearson <jeremiah.pearson@falmouthma.gov>; Jim Grady <jim.grady@falmouthma.gov>; Julie Williams-Tinkham <julie.williams@falmouthma.gov>; Maggie Clayton <maggie.clayton@falmouthma.gov>; Mallory Langler <mallory.langler@falmouthma.gov>; Mike rensaw <mike.rensaw@falmouthma.gov>; Morgan Cardoso <morgan.cardoso@falmouthma.gov>; Peter Johnson-Staub <peter.johnson-staub@falmouthma.gov>; Peter McConarty <peter.mcconarty@falmouthma.gov>; Scott McGann <scott.mcgann@falmouthma.gov>; Sean Doyle <sean.doyle@falmouthpolicema.gov>; Steven Cadorette <steven.cadorette@falmouthma.gov>; Tim Smith <timothy.smith@falmouthfirema.gov>

**Cc:** Brooke McMillan <brooke.mcmillan@falmouthma.gov>; Kristin Nickerson <kristin.nickerson@falmouthpolicema.gov>; Lindsey Demers <lindsey.demers@falmouthma.gov>; Pamela Marshall <pamela.marshall@falmouthma.gov>; Samantha Moir <samantha.moir@falmouthma.gov>

**Subject:** Special Events Applications

To: Special Events Working Group

Attached please find three applications for special events for your review and recommendations:

1. Falmouth in the Fall Road Race After Party – Shipwrecked/The Heights Hotel Parking Lot – Sunday, 11/3/24 (also One-Day Wine & Malt Liquor License and Sunday Entertainment License scheduled on the 10/7/24 Select Board agenda).
2. We Are Still Here: Honoring Falmouth's Indigenous First Nations People – Peg Noonan Park – Monday, 10/14/24.
3. Street of Scarecrows – Street light poles on Main Street – Month of October.

## Diane Davidson

---

**From:** Boyd Demello <boyd.demello@falmouthfirema.gov>  
**Sent:** Wednesday, September 25, 2024 2:53 PM  
**To:** Diane Davidson; Brian Reid; Craig O'Malley; Diane Davidson; Eleanor MacKay; Gary Street; Gregg Fraser; Jeff Lourie; Jeremiah Pearson; Jim Grady; Julie Williams-Tinkham; Maggie Clayton; Mallory Langler; Mike Renshaw; Morgan Cardoso; Peter Johnson-Staub; Peter McConarty; Scott McGann; Sean Doyle; Steven Cadorette; Timothy Smith  
**Cc:** Brooke McMillan; Kristin Nickerson; Lindsey Demers; Pam Marshall; Samantha Moir  
**Subject:** RE: Special Events Applications

Fire Rescue has no objections to the applications

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

CONFIDENTIALITY NOTICE: This message is privileged and confidential for the addressee(s) named above. If you are not the intended recipient, you are prohibited from disseminating, using, or copying the contents and should notify the sender immediately that you received this message in error.

---

**From:** Diane Davidson <diane.davidson@falmouthma.gov>  
**Sent:** Wednesday, September 25, 2024 13:00  
**To:** Boyd Demello <boyd.demello@falmouthfirema.gov>; Brian Reid <brian.reid@falmouthpolicema.gov>; Craig O'Malley <craig.omalley@falmouthfirema.gov>; Diane Davidson <diane.davidson@falmouthma.gov>; Eleanor MacKay <eleanor.mackay@falmouthma.gov>; Gary Street <gary.street@falmouthma.gov>; Gregg Fraser <gregg.fraser@falmouthma.gov>; Jeff Lourie <Jeff.Lourie@falmouthpolicema.gov>; Jeremiah Pearson <jeremiah.pearson@falmouthma.gov>; Jim Grady <jim.grady@falmouthma.gov>; Julie Williams-Tinkham <julie.williams@falmouthma.gov>; Maggie Clayton <maggie.clayton@falmouthma.gov>; Mallory Langler <mallory.langler@falmouthma.gov>; Mike rensaw <mike.rensaw@falmouthma.gov>; Morgan Cardoso <morgan.cardoso@falmouthma.gov>; Peter Johnson-Staub <peter.johnson-staub@falmouthma.gov>; Peter McConarty <peter.mcconarty@falmouthma.gov>; Scott McGann <scott.mcgann@falmouthma.gov>; Sean Doyle <sean.doyle@falmouthpolicema.gov>; Steven Cadorette <steven.cadorette@falmouthma.gov>; Tim Smith <timothy.smith@falmouthfirema.gov>  
**Cc:** Brooke McMillan <brooke.mcmillan@falmouthma.gov>; Kristin Nickerson <kristin.nickerson@falmouthpolicema.gov>; Lindsey Demers <lindsey.demers@falmouthma.gov>; Pamela Marshall <pamela.marshall@falmouthma.gov>; Samantha Moir <samantha.moir@falmouthma.gov>  
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To: Special Events Working Group

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## Diane Davidson

---

**From:** Gary Street  
**Sent:** Wednesday, September 25, 2024 1:01 PM  
**To:** Diane Davidson  
**Subject:** RE: Special Events Applications

Building no objections

Respectfully,

*Gary Street*

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

---

**From:** Diane Davidson <diane.davidson@falmouthma.gov>  
**Sent:** Wednesday, September 25, 2024 1:00 PM  
**To:** Boyd Demello <boyd.demello@falmouthfirema.gov>; Brian Reid <brian.reid@falmouthpolicema.gov>; Craig O'Malley <craig.omalley@falmouthfirema.gov>; Diane Davidson <diane.davidson@falmouthma.gov>; Eleanor MacKay <eleanor.mackay@falmouthma.gov>; Gary Street <gary.street@falmouthma.gov>; Gregg Fraser <gregg.fraser@falmouthma.gov>; Jeff Lourie <Jeff.Lourie@falmouthpolicema.gov>; Jeremiah Pearson <jeremiah.pearson@falmouthma.gov>; Jim Grady <jim.grady@falmouthma.gov>; Julie Williams-Tinkham <julie.williams@falmouthma.gov>; Maggie Clayton <maggie.clayton@falmouthma.gov>; Mallory Langler <mallory.langler@falmouthma.gov>; Mike Renshaw <mike.renshaw@falmouthma.gov>; Morgan Cardoso <morgan.cardoso@falmouthma.gov>; Peter Johnson-Staub <peter.johnson-staub@falmouthma.gov>; Peter McConarty <peter.mcconarty@falmouthma.gov>; Scott McGann <scott.mcgann@falmouthma.gov>; Sean Doyle <sean.doyle@falmouthpolicema.gov>; Steven Cadorette <steven.cadorette@falmouthma.gov>; Timothy Smith <timothy.smith@falmouthfirema.gov>  
**Cc:** Brooke McMillan <brooke.mcmillan@falmouthma.gov>; Kristin Nickerson <kristin.nickerson@falmouthpolicema.gov>; Lindsey Demers <lindsey.demers@falmouthma.gov>; Pam Marshall <pamela.marshall@falmouthma.gov>; Samantha Moir <samantha.moir@falmouthma.gov>  
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2. We Are Still Here: Honoring Falmouth's Indigenous First Nations People – Peg Noonan Park – Monday, 10/14/24.

## Diane Davidson

---

**From:** Maggie Clayton  
**Sent:** Wednesday, September 25, 2024 5:03 PM  
**To:** Diane Davidson  
**Subject:** Re: Special Events Applications

Hi, Diane:

The Beach Dept. has no comments on any of these applications. Thank you for organizing the troops.

Best,  
Maggie

Maggie Clayton  
Beach Superintendent  
Town of Falmouth  
(774)392-6900

---

**From:** Diane Davidson <diane.davidson@falmouthma.gov>  
**Sent:** Wednesday, September 25, 2024 1:00 PM  
**To:** Boyd Demello <boyd.demello@falmouthfirema.gov>; Brian Reid <brian.reid@falmouthpolicema.gov>; Craig O'Malley <craig.omalley@falmouthfirema.gov>; Diane Davidson <diane.davidson@falmouthma.gov>; Eleanor MacKay <eleanor.mackay@falmouthma.gov>; Gary Street <gary.street@falmouthma.gov>; Gregg Fraser <gregg.fraser@falmouthma.gov>; Jeff Lourie <Jeff.Lourie@falmouthpolicema.gov>; Jeremiah Pearson <jeremiah.pearson@falmouthma.gov>; Jim Grady <jim.grady@falmouthma.gov>; Julie Williams-Tinkham <julie.williams@falmouthma.gov>; Maggie Clayton <maggie.clayton@falmouthma.gov>; Mallory Langler <mallory.langler@falmouthma.gov>; Mike Renshaw <mike.renshaw@falmouthma.gov>; Morgan Cardoso <morgan.cardoso@falmouthma.gov>; Peter Johnson-Staub <peter.johnson-staub@falmouthma.gov>; Peter McConarty <peter.mcconarty@falmouthma.gov>; Scott McGann <scott.mcgann@falmouthma.gov>; Sean Doyle <sean.doyle@falmouthpolicema.gov>; Steven Cadorette <steven.cadorette@falmouthma.gov>; Timothy Smith <timothy.smith@falmouthfirema.gov>  
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To: Special Events Working Group

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3. Street of Scarecrows – Street light poles on Main Street – Month of October.

## Diane Davidson

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**From:** Julie Williams-Tinkham  
**Sent:** Thursday, September 26, 2024 9:24 AM  
**To:** Diane Davidson  
**Subject:** RE: Special Events Applications

Thank you Diane.  
No objections from the recreation department.  
Best.  
-Julie

**From:** Diane Davidson <diane.davidson@falmouthma.gov>  
**Sent:** Wednesday, September 25, 2024 1:00 PM  
**To:** Boyd Demello <boyd.demello@falmouthfirema.gov>; Brian Reid <brian.reid@falmouthpolicema.gov>; Craig O'Malley <craig.omalley@falmouthfirema.gov>; Diane Davidson <diane.davidson@falmouthma.gov>; Eleanor MacKay <eleanor.mackay@falmouthma.gov>; Gary Street <gary.street@falmouthma.gov>; Gregg Fraser <gregg.fraser@falmouthma.gov>; Jeff Lourie <Jeff.Lourie@falmouthpolicema.gov>; Jeremiah Pearson <jeremiah.pearson@falmouthma.gov>; Jim Grady <jim.grady@falmouthma.gov>; Julie Williams-Tinkham <julie.williams@falmouthma.gov>; Maggie Clayton <maggie.clayton@falmouthma.gov>; Mallory Langler <mallory.langler@falmouthma.gov>; Mike Renshaw <mike.renshaw@falmouthma.gov>; Morgan Cardoso <morgan.cardoso@falmouthma.gov>; Peter Johnson-Staub <peter.johnson-staub@falmouthma.gov>; Peter McConarty <peter.mcconarty@falmouthma.gov>; Scott McGann <scott.mcgann@falmouthma.gov>; Sean Doyle <sean.doyle@falmouthpolicema.gov>; Steven Cadorette <steven.cadorette@falmouthma.gov>; Timothy Smith <timothy.smith@falmouthfirema.gov>  
**Cc:** Brooke McMillan <brooke.mcmillan@falmouthma.gov>; Kristin Nickerson <kristin.nickerson@falmouthpolicema.gov>; Lindsey Demers <lindsey.demers@falmouthma.gov>; Pam Marshall <pamela.marshall@falmouthma.gov>; Samantha Moir <samantha.moir@falmouthma.gov>  
**Subject:** Special Events Applications

To: Special Events Working Group

Attached please find three applications for special events for your review and recommendations:

1. Falmouth in the Fall Road Race After Party – Shipwrecked/The Heights Hotel Parking Lot – Sunday, 11/3/24 (also One-Day Wine & Malt Liquor License and Sunday Entertainment License scheduled on the 10/7/24 Select Board agenda).
2. We Are Still Here: Honoring Falmouth's Indigenous First Nations People – Peg Noonan Park – Monday, 10/14/24.
3. Street of Scarecrows – Street light poles on Main Street – Month of October.

Please reply by Monday, September 30, 2024.

Thank you,

Diane

**Diane S. Davidson**  
Office Manager/Licensing

## Diane Davidson

---

**From:** Morgan Cardoso  
**Sent:** Tuesday, October 1, 2024 11:31 AM  
**To:** Diane Davidson  
**Subject:** RE: Special Events Applications

No issues from Health.

I was off for a couple of days, not sure if Scott responded 😊



**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:** Diane Davidson <[diane.davidson@falmouthma.gov](mailto:diane.davidson@falmouthma.gov)>

**Sent:** Wednesday, September 25, 2024 1:00 PM

**To:** Boyd Demello <[boyd.demello@falmouthfirema.gov](mailto:boyd.demello@falmouthfirema.gov)>; Brian Reid <[brian.reid@falmouthpolicema.gov](mailto:brian.reid@falmouthpolicema.gov)>; Craig O'Malley <[craig.omalley@falmouthfirema.gov](mailto:craig.omalley@falmouthfirema.gov)>; Diane Davidson <[diane.davidson@falmouthma.gov](mailto:diane.davidson@falmouthma.gov)>; Eleanor MacKay <[eleanor.mackay@falmouthma.gov](mailto:eleanor.mackay@falmouthma.gov)>; Gary Street <[gary.street@falmouthma.gov](mailto:gary.street@falmouthma.gov)>; Gregg Fraser <[gregg.fraser@falmouthma.gov](mailto:gregg.fraser@falmouthma.gov)>; Jeff Lourie <[Jeff.Lourie@falmouthpolicema.gov](mailto:Jeff.Lourie@falmouthpolicema.gov)>; Jeremiah Pearson <[jeremiah.pearson@falmouthma.gov](mailto:jeremiah.pearson@falmouthma.gov)>; Jim Grady <[jim.grady@falmouthma.gov](mailto:jim.grady@falmouthma.gov)>; Julie Williams-Tinkham <[julie.williams@falmouthma.gov](mailto:julie.williams@falmouthma.gov)>; Maggie Clayton <[maggie.clayton@falmouthma.gov](mailto:maggie.clayton@falmouthma.gov)>; Mallory Langler <[mallory.langler@falmouthma.gov](mailto:mallory.langler@falmouthma.gov)>; Mike Renshaw <[mike.renshaw@falmouthma.gov](mailto:mike.renshaw@falmouthma.gov)>; Morgan Cardoso <[morgan.cardoso@falmouthma.gov](mailto:morgan.cardoso@falmouthma.gov)>; Peter Johnson-Staub <[peter.johnson-staub@falmouthma.gov](mailto:peter.johnson-staub@falmouthma.gov)>; Peter McConarty <[peter.mcconarty@falmouthma.gov](mailto:peter.mcconarty@falmouthma.gov)>; Scott McGann <[scott.mcgann@falmouthma.gov](mailto:scott.mcgann@falmouthma.gov)>; Sean Doyle <[sean.doyle@falmouthpolicema.gov](mailto:sean.doyle@falmouthpolicema.gov)>; Steven Cadorette <[steven.cadorette@falmouthma.gov](mailto:steven.cadorette@falmouthma.gov)>; Timothy Smith <[timothy.smith@falmouthfirema.gov](mailto:timothy.smith@falmouthfirema.gov)>

**Cc:** Brooke McMillan <[brooke.mcmillan@falmouthma.gov](mailto:brooke.mcmillan@falmouthma.gov)>; Kristin Nickerson <[kristin.nickerson@falmouthpolicema.gov](mailto:kristin.nickerson@falmouthpolicema.gov)>; Lindsey Demers <[lindsey.demers@falmouthma.gov](mailto:lindsey.demers@falmouthma.gov)>; Pam Marshall <[pamela.marshall@falmouthma.gov](mailto:pamela.marshall@falmouthma.gov)>; Samantha Moir <[samantha.moir@falmouthma.gov](mailto:samantha.moir@falmouthma.gov)>

**Subject:** Special Events Applications

**To:** Special Events Working Group

Attached please find three applications for special events for your review and recommendations:

**OPEN SESSION**

**CONSENT AGENDA**

**2. Administrative Orders**

- a. Consider accepting a donation from Cape Cod 5 in the amount of \$500.00 to the Falmouth Police Department



**ITEM NUMBER:** Consent Agenda – Administrative Orders 2.a.

**ITEM TITLE:** Cape Cod 5 Sponsorship Donation Acceptance

**MEETING DATE:** 10/7/2024

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

**SUBMITTED BY:** Chief Jeffrey Lourie

**ATTACHMENTS:** [Click or tap here to enter text.](#)

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**PURPOSE:**

This is a written request to the Select Board to vote to approve a \$500.00 donation from Cape Cod 5's Sponsorship program. The finds will be put towards the purchase of a mascot costume for the Community Engagement Team.

**BACKGROUND/SUMMARY:**

1. Cape Cod 5's goal is to channel their funds and resources to programs and initiatives that have the most impact in supporting the vitality of our communities.
2. The Falmouth Police Department Community Engagement Team is seeking to design and purchase a mascot to use at various community events.
3. FPD borrowed a McGruff costume from Danvers PD for the Falmouth Road Race mascot race.
4. No children knew who McGruff the Crime Dog was and only some of the adults recognized the mascot.
5. The community (adults and children) loved seeing the mascots and we determined it would be beneficial to purchase our own through grants and donations.
6. A McGruff costume costs \$5,000, designing and purchasing our own costs between \$5000 and \$8000 depending on the design and company used.

**DEPARTMENT RECOMMENDATION:**

The Police Department recommends that the Select Board approves the acceptance of the donation from Cape Cod 5.

**OPTIONS:**

Briefly state the options the Select Board should consider.

There will usually be a minimum of three options:

- 1) approval of your recommended action or request;
- 2) denial of your recommended action or request;
- 3) Board defined alternative.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
Donation	Police	28-210-5211-4830			+ \$500.00	

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

N/A

**TOWN MANAGER COMMENTS:**

APPROVE AS PRESENTED



Town Manager

~~7/14/2023~~

10/2/2024

Date

**OPEN SESSION**

**CONSENT AGENDA**

**2. Administrative Orders**

- b. Consider accepting a donation from Susan F. Eaton in the amount of \$500,000.00 to the Falmouth Fire Rescue Department

October 7, 2024



## AGENDA ITEM SUMMARY SHEET

**ITEM NUMBER:** Consent Agenda – Administrative Orders 2.b.

**ITEM TITLE:** Donation from Susan F. Eaton to the Falmouth Fire Rescue Department

**MEETING DATE:** 10/7/2024

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

**SUBMITTED BY:** Chief Smith

**ATTACHMENTS:** Letter of Donation

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### PURPOSE:

Chief Smith has received notification from a representative of Susan F. Eaton of her intention to donate the sum of \$500,000 to the Fire Rescue Department to support Marine Operations within the Department. The Select Board is now asked to approve the donation for its stated purposes in accordance with M.G.L. c. 44 § 53A.

### BACKGROUND/SUMMARY:

- Mrs. Eaton is a seasonal resident of Falmouth, sharing a home here with her family and late husband, Francis Eaton.
- Mrs. Eaton makes this generation donation to the Falmouth Fire Rescue Department in recognition of the dedication and exemplary work displayed by the Department, especially in the care they provided to Mr. Eaton.
- The donation is made for the purposes of providing equipment, training and general support for the shore-based emergency operations of the Department and will be deposited to a donation account with the Town treasury, to be expended by the Fire Rescue Department for the stated purposes.

- Town Counsel and the Finance Director have provided guidance to Mrs. Eaton through her representatives, as needed.

**DEPARTMENT RECOMMENDATION:**

The Fire Rescue Department recommends that the Select Board vote to approve the donation from Mrs. Eaton to the Department, pursuant to M.G.L. c. 44 § 53A.

**OPTIONS:**

Briefly state the options the Select Board should consider.

There will usually be a minimum of three options:

- 1) approve the donation to the Fire Rescue Department;
- 2) deny the approval of the donation to the Fire Rescue Department;
- 3) Board defined alternative.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

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

**TOWN MANAGER COMMENTS:**

*RECOMMEND APPROVAL AS PRESENTED.*

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

*7/20/2023 - 10/2/2024*  
Date

**FIELDS<sup>and</sup> DENNIS<sub>LLP</sub>**  
*Attorneys at Law*

September 19, 2024

Timothy R. Smith  
Fire Chief  
Town of Falmouth  
399 Main Street  
Falmouth, MA 02540

RE: Susan F. Eaton

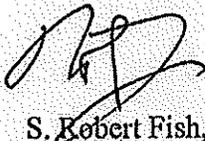
Dear Chief Smith,

As you know, I represent Susan F. Eaton. Mrs. Eaton intends to donate Five Hundred Thousand Dollars (\$500,000) to the Town of Falmouth for the following purposes:

1. Purchase a Rescue Boat to support the Marine Division of the Falmouth Fire Rescue Department;
2. Purchase navigational equipment, radio and other electronics for shore-based emergency operations;
3. Purchase ice rescue equipment to fully outfit year-round marine operations; and
4. Provide training and support for marine operations.

Please ensure that the donations are used for these specific public programs as intended.

Sincerely,



S. Robert Fish, Jr.

Cc: Maura E. O'Keefe, Esq.

80 William Street

Suite 210

Wellesley, MA 02481

[www.fieldsdennis.com](http://www.fieldsdennis.com)

Tel: 781.489.6776

Fax: 781.489.6233

**OPEN SESSION**

**CONSENT AGENDA**

**2. Administrative Orders**

- c. Consider approval of Monitoring Agreement for affordable rentals at Lighthouse Station, 533 Woods Hole Road

October 7, 2024



## AGENDA ITEM SUMMARY SHEET

**ITEM NUMBER:** Consent Agenda - Administrative Orders 2. c.

**ITEM TITLE:** Approval of Monitoring Agreement for affordable rentals at Lighthouse Station, 533 Woods Hole Road

**MEETING DATE:** 10/7/2024

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

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

**ATTACHMENTS:** Letter from R. Ament of 08/0/2024 with attachments, Rental Monitoring Services Agreement, Regulatory Agreement [Click or tap here to enter text.](#)

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### PURPOSE:

The developer of the Lighthouse Station Condominiums at 533 Woods Hole Road is seeking Select Board approval of a rental monitoring services agreement for four 2-bedroom affordable rental units.

### BACKGROUND/SUMMARY:

- These four affordable rental units were previously approved by the Select Board and the Massachusetts Executive Office of Housing and Livable Communities under a Local Initiative Program.
- The developer is Woods Hole Partners LLC.
- The monitoring agreement is a tri-party agreement between the developer, the Town, and the Housing Assistance Corporation as the monitor. Under this agreement Housing Assistance Corporation will be responsible for monitoring project compliance with the applicable affordability requirements.

- The units are subject to a regulatory agreement which provides that the units remain affordable in perpetuity and thus qualify for inclusion on the Town's subsidized housing inventory (SHI) for the purposes of MGL c. 40B.
- On January 10, 2022, the Select Board voted to approve an application to the MA Department of Housing and Community Development for Local Initiative Program Local Action Units consistent with a special permit approved by the Zoning Board of Appeals for 533-539 Woods Hole Road.
- The Select Board voted to execute the regulatory agreement for this project on May 22, 2023.
- These units did not receive funding from the Town or the Falmouth Affordable Housing Fund.
- Town Counsel has reviewed the proposed agreement for form.

**DEPARTMENT RECOMMENDATION:**

The Town Manager recommends approval of the monitoring agreement as presented.

**MOTION:**

- Motion to approve the rental services monitoring agreement with Woods Hole Partners LLC and the Housing Assistance Corporation for the Lighthouse Station Condominiums located at 533 Woods Hole Road, and to authorize the Select Board Chair to execute said agreement.

**OPTIONS:**

- Motion to approve the monitoring agreement as presented;
- Motion to approve the monitoring agreement with revisions specified by the Board.
- No action

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

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

**TOWN MANAGER COMMENTS:**

*Michael Renshaw/dsd*

\_\_\_\_\_

10/3/2024

Town Manager

Date

**AMENT KLAUER LLP**

Attorneys at Law  
39 Town Hall Square  
Falmouth, MA 02540

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

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

August 7, 2024  
Hand delivered, copy by email

Michael Renshaw, Town Manager  
**Town of Falmouth**  
59 Town Hall Square  
Falmouth, MA 02540



Re: Affordable Rental Units at Lighthouse Station  
533 Woods Hole Road, Woods Hole, MA

Dear Michael:

For reference, attached is a copy of the correspondence I delivered on May 2, 2024, seeking the Town's execution of the Monitoring Agreement for the affordable housing units in the Lighthouse Station Condominium development in Woods Hole. Subsequently, after a discussion with Peter Johnson-Staub, the Monitoring Agreement has been changed, with Housing Assistance Corporation agreeing to be the Administering Agency.

Delivered herewith are three copies of the Monitoring Agreement, executed by the Developer and by the Administering Agency. Hopefully these documents can be executed by the Town shortly.

Except for the change in the Administering Agency, there are no substantive changes to the document from what I submitted in May. Housing Assistance Corporation did have us add language at the end of paragraphs a., b., c., d. and e. in Section 1 to emphasize the right of the Administering Agency to collect information from the Developer and ensure compliance with rent limitations.

The Monitoring Agreement should be signed by Nancy Taylor on behalf of the Town. With my May 2 correspondence, I enclosed a copy of the Affordable Housing Regulatory Agreement that Ms. Taylor signed, which is already recorded in Barnstable County Registry of Deeds. I also enclosed correspondence I sent to Peter Johnson-Staub in 2022 about these affordable rental units. If you would like me to resubmit any of that, let me know.

If you or Town Counsel have any questions, you or she should please call me.  
Thanks for your help.

Very truly yours,

*Bob*

Robert H. Ament

RHA/gmb  
Enclosures

cc: David Cashman, SEB Housing  
Jeannie Fay, Woods Hole Partners LLC

**AMENT KLAUER LLP**

Attorneys at Law  
39 Town Hall Square  
Falmouth, MA 02540

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

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

May 2, 2024

Hand delivered, copy by email

Michael Renshaw, Town Manager  
*Town of Falmouth*  
59 Town Hall Square  
Falmouth, MA 02540

Re: Affordable Rental Units at Lighthouse Station  
533 Woods Hole Road, Woods Hole, MA

Dear Michael:

There are four affordable rental units among the initial units nearing completion in the Lighthouse Station Condominium development in Woods Hole. The developer, Woods Hole Partners, LLC, is completing all the paperwork required for the affordable units, which will be included on the Town's Subsidized Housing Inventory.

The developer has engaged Falmouth Housing Authority to be the Administering Agency under a Rental Monitoring Services Agreement. Bobbi Richards, FHA's Executive Director is scheduled to sign the Agreement on Friday, May 3, 2024.

The Monitoring Agreement should be signed by Nancy Taylor on behalf of the Town. For reference, I enclosed a copy of the Affordable Housing Regulatory Agreement that Ms. Taylor signed, that is already recorded in Barnstable County Registry of Deeds. I also enclose correspondence I sent to Peter Johnson-Staub in 2022 about these affordable rental units. I do not think a draft of the Monitoring Agreement was included with the Regulatory Agreement that Town Counsel reviewed and approved. I assume you will ask Town Counsel to review this document. We are hopeful of having the Monitoring Agreement fully executed as soon as possible. I enclose three copies to be signed and notarized.

If you or Town Counsel have any questions, you or she should please call me.

Thanks for your help.

Very truly yours,



Robert H. Ament

RHA/gmb  
Enclosure

cc: David Cashman, SEB Housing  
Jeannie Fay, Woods Hole Partners LLC  
Bobbi Richards, Falmouth Housing Authority

533 WOODS HOLE ROAD, FALMOUTH (WOODS HOLE), MA 02543-1041

RENTAL MONITORING SERVICES AGREEMENT

LIGHTHOUSE STATION CONDOMINIUM AFFORDABLE HOUSING UNITS

This Rental Monitoring Services Agreement ("Agreement") is made as of the 6<sup>th</sup> day of August, 2024, by and between Woods Hole Partners LLC (hereinafter, the "Developer"), a Massachusetts limited liability company having an address of 367 Main Street, Falmouth, MA 02540, the Town of Falmouth (hereinafter "the Town"), having an address of 59 Town Hall Square, Falmouth, MA 02540, acting by and through its Board of Selectmen, and Housing Assistance Corporation (hereinafter "the Administering Agency"), a 501(c)(3) nonprofit agency established pursuant to Massachusetts General Laws Chapter 180, having an address 460 West Main Street, Hyannis, MA 02601

RECITALS

Whereas, the Developer is constructing a development that will consist of forty-three (43) dwelling units in seven (7) buildings on the Developer's 5.4 acre property located at 533 Woods Hole Road, Falmouth (Woods Hole), MA 02543, as such property and the proposed improvements thereon (the "Project") are more particularly shown on the Site Plan labelled Exhibit A and attached hereto; and

Whereas, the Project shall constitute a condominium established under Massachusetts General Laws Chapter 183A ("the Condominium") to be known as Lighthouse Station Condominium, and each of the 43 dwelling units shall be a condominium unit therein; and

Whereas, of said 43 dwelling units, thirty-nine (39) units will be age restricted ("55 and older") market-price for-sale units ("Market Units"), and a total of four (4) dwelling units in two of the seven buildings (two units in Building F and two units in Building G) will be two-bedroom affordable rental units ("Affordable Housing Units") that will not be age restricted; and

Whereas, the Project will be constructed in accordance with Special Permit No. 115-18 issued under Massachusetts General Laws Chapter 40A by the Town of Falmouth Zoning Board of Appeals ("the Board of Appeals"), by decision issued June 14, 2019, recorded in Barnstable County Registry of Deeds ("the Registry") in Book 34446 Page 63, as amended by modification Decision No. 042-21 issued August 13, 2021, recorded in the Registry in Book 34446 Page 81; and

Whereas, the Developer has received a Development of Regional Impact ("DRI") decision from the Cape Cod Commission ("the Commission") dated November 13, 2008, recorded in the Registry in Book 23360 page 271, as modified by a Minor Modification Typed #2 Decision dated August 9, 2018, recorded in the Registry in Book 31461 Page 138, and as affected by an Extension Decision dated May 30, 2019, recorded in the Registry in Book 32071 Page 246, each of which decisions is incorporated herein by reference, which decisions allow development of the Project, subject to terms and conditions set forth therein; and

WHEREAS, the Affordable Housing Units will be subject to the Regulatory Agreement dated August 2nd, 2023, recorded in the Barnstable County Registry of Deeds in Book 35930, Page 1, incorporated herein by reference (the "Regulatory Agreement") entered into by and among the Developer, the Town and the

Commonwealth of Massachusetts, acting by and through the Executive Office of Housing and Livable Communities ("EOHLC") pursuant to G.L. c.23B §1 as amended by Chapter 19 of the Acts of 2007, to restrict the rental of the Affordable Housing Units to income eligible households (each an "Eligible Household"); and

WHEREAS, pursuant to the terms of said decisions of the Board of Appeals and the Commission (collectively, "the Permits"), and pursuant to the Regulatory Agreement, the Affordable Housing Units will be rented in perpetuity to Eligible Households satisfying the Regulations (as defined in the Regulatory Agreement and the Permits) which mean a Family earning no more than eighty percent (80%) of the median income, by Family size, for the Barnstable Metropolitan Statistical Area (such median income is referred to hereinafter as the "Maximum Income", and the affordable housing requirements of the Permits and the Regulatory Agreement are hereinafter referred to as "the Affordability Requirement"); and

WHEREAS, pursuant to the requirements of the Permits, the Developer has agreed to retain an Administering Agency to perform monitoring and enforcement services regarding compliance of the Project with the Affordability Requirement (defined below); and

WHEREAS, the Permits require that each of the four Affordable Housing Units shall be leased to and occupied by an Eligible Household prior to the date when five (5) of the Project's Market Units have been occupied;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Monitoring Services: The Administering Agency shall monitor the compliance of the Project with the Affordability Requirement as more fully described herein.
  - a. Unit Designations. The Affordable Housing Units shall be Units 1 and 2 in Building F and Units 1 and 2 in Building G, as said Buildings and Units are located and shown on plans attached to or referenced in the Permits and filed in the Registry with the Master Deed for the Condominium. At the conclusion of the lease up of the four Affordable Housing Units, the Administering Agency shall have the right to request evidence that the designated Affordable Housing Units were rented to Eligible Households.
  - b. Unit Pricing. The initial Monthly Rents for each Affordable Housing Unit shall be as set forth in Exhibit B attached hereto. However, the Developer may request a rent increase to reflect an increase in the Area median income published by the U.S. Department of Housing and Urban Development ("HUD") between the date of this Agreement and the date that the Units begin to be marketed or otherwise made available for rental; if the Town and EOHLC approve such rent increase, the Monthly Rents for each Affordable Housing Unit shall be deemed to be modified accordingly. When reviewing the Annual Report, the Administering Agency shall ensure that the rents charged to Eligible Households in Affordable Housing Units are consistent with the Unit Pricing described in this paragraph.
  - c. Affordability Requirement. Throughout the term of this Agreement, the Affordable Housing Units will be rented for no more than the rental rates set forth herein to an Eligible Household. An Eligible Household is a Family whose annual income does not exceed eighty percent (80%) of the Area median income, adjusted for Family size as determined by the

U.S. Department of Housing and Urban Development (“HUD”) (the “Maximum Income”). A “Family” shall mean two or more persons who live regularly in the Affordable Housing Unit as their primary residence and who are related by blood, marriage or operation of law or who have otherwise evidenced a stable inter-dependent relationship; or an individual. The “Area” is defined as the Barnstable Metropolitan Statistical Area as determined by HUD. Once per year, the Administering Agency shall ensure that the Affordable Housing Units are being rented to Eligible Households.

- d. Maximum Monthly Rent. The monthly rents charged to tenants of Affordable Housing Units shall not exceed an amount equal to thirty percent (30%) of the Maximum Income of a Family whose gross income equals not more than eighty percent (80%) of the median income for the Area, with adjustment for the number of bedrooms in the Affordable Housing Unit, as provided by HUD (the “Maximum Monthly Rent”). In determining the Maximum Monthly Rent that may be charged for an Affordable Housing Unit under this clause, the Developer shall include an allowance for any utilities and services (excluding telephone) to be paid by the resident. Adjusted income shall be as defined in 24 C.F.R. 5.609 (or any successor regulation) using assumptions provided by HUD. As of the date of this Agreement, the Maximum Monthly Rents and utility allowances for the Affordable Housing Units shall be no greater than as set forth in Exhibit B attached hereto. Maximum monthly rents and utility allowance shall be adjusted annually as provided herein. When reviewing the Annual Report, the Administering Agency shall ensure that the rents charged to Eligible Households in Affordable Housing Units are consistent with the Unit Pricing described in this paragraph.
- e. Prohibited Fees. No entrance fee, community fee or any other similar fee, including any regular or special assessment of the association of unit owners of the Condominium of which the Affordable Housing Units are a part, may be charged or assessed to occupants of the Affordable Housing Units; all such fees shall be charged to and paid by the owner of the Affordable Housing Units. The foregoing shall not preclude the owner of the Affordable Housing Units from requiring payment of a one month’s rent security deposit. When reviewing the Annual Report, the Administering Agency shall have the right to request evidence that the Developer can reasonably procure which evidences that no Prohibited Fees are being charged.
- f. Annual Reports. Throughout the term of this Agreement, as defined below, the Administering Agency agrees to prepare and deliver annually a report (the “Annual Compliance Report”) to the zoning enforcement officer of the Town, to the Commission, and to the Developer, on the compliance of the Developer with the reporting requirements required under the Affordability Requirement and of compliance of the Project with affordable fair housing marketing plan requirements, the Affordability Requirement set forth in Section 1(c) above, and with the Maximum Monthly Rent provisions of Section 1(d) above. The Annual Compliance Report shall list each unit occupied within the buildings by an Eligible Household, the household’s income, and the rents charge for each Affordable Housing Unit (the preceding requirements of the Annual Report shall be supplied to the Administering Agency by the Developer) and shall indicate the extent of any noncompliance with the relevant reporting and/or substantive requirements, describe efforts being made by the Developer to remedy such noncompliance and, if appropriate, recommend possible enforcement action by the Town against the Developer. The Administering Agency shall

deliver the Annual Compliance Report within 120 days of the end of each calendar year during the term of this Agreement.

- g. Developer's Cooperation. The Developer shall provide its full cooperation to the Administering Agency and to provide the Administering Agency any and all documents that the Administering Agency identifies as being necessary to fulfill its monitoring responsibilities. The Developer shall permit the Administering Agency or its representatives to examine or audit the relevant records during normal business hours and shall, upon the Administering agency's request, explain the methods of keeping the records.
- h. Supplemental Monitoring Services. The Administering Agency shall provide reasonable supplemental monitoring on its own initiative in order to ensure to the extent practicable the compliance of the Project and the Developer with the Affordability Requirement and the Maximum Monthly Rent provisions. The services hereunder shall not include any construction period monitoring. The services hereunder shall include follow-up discussions with the Developer, if appropriate, after an event of noncompliance.
- i. Monitoring Services Fee. The Administering Agency shall receive a fee of \$200.00 per Affordable Housing Unit from the Developer at the time of execution of this Agreement to be used, inter alia, for its monitoring services hereunder. In addition, the Developer shall pay the Administering Agency an additional fee in the amount of \$200.00 per Affordable Housing Unit for each subsequent year thereafter, payable within thirty (30) days after receipt by the Developer of the Annual Compliance Report. Beginning three years from the date of this Agreement, and then once every three years thereafter, said fee may be increased by the Administering Agency upon at least one hundred twenty (120) days' notice to the Developer, which increased fee will be deemed agreed to by the Developer unless the Developer gives notice otherwise to the Administering Agency, together with the Developer's contract with a successor administering agency to provide the monitoring services described in this Agreement (such successor administering agency and contract to have been approved by the Town and the Commission), within one hundred twenty (120) days of the Developer's receipt of such notice of fee increase, in which event this Agreement shall terminate. Such annual fee shall constitute payment in full for the services of the Administering Agency for the period covered by the applicable Annual Compliance Report. If this Agreement is terminated pursuant to this Section (i) or pursuant to Section (k) herein, then the annual fee payable hereunder shall be pro-rated based on the number of days from the beginning of the applicable year through the termination date.
- j. Enforcement Services. In the event of serious or repeated violations of the substantive or reporting requirements of the Regulatory Agreement or a failure by the Developer to take appropriate actions to cure a default of the Affordability Requirement or under the Regulatory Agreement, the Administering Agency shall have the right, with the prior consent of the Town, to take appropriate enforcement action against the Developer including, without limitation, legal action to compel the Developer to comply with the requirements of the Affordability Requirement or the Regulatory Agreement. Prior to taking appropriate enforcement actions and exercising remedies, the Administering Agency shall provide a first mortgagee with reasonable notice and an opportunity to cure. The Administering Agency

shall not be entitled to seek any compensation from the Town or the Commission in connection with enforcement services under this agreement. Nothing in this Agreement shall require the Administering Agency to take any enforcement action against the Developer.

- k. Default. If any default, violation or breach by the Developer under this Agreement with respect to the Affordable Housing Units is not cured to the satisfaction of the Administering Agency within sixty (60) days after notice to the Developer thereof, then the Administering Agency or the Town may exercise any remedy at law or in equity available. No such failure to cure a default, however, will be deemed to exist if the Developer has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of the Developer.

The Developer shall pay all reasonable costs and expenses, including legal fees, incurred by the Administering Agency and the Town in enforcing this Agreement, as awarded by a court of competent jurisdiction, and, in the event of any action by the Administering Agency or the Town against the Developer, the Administering Agency or the Town shall be entitled to seek an attachment against the Developer's property including, without limitation, its interest in the Project. The Administering Agency or the Town may perfect a lien on the Developer's interest in the Project by recording/filing one or more certificates setting forth the amount of the costs and expenses due and owing in the Registry. A purchaser of the Project or any portion of it shall be liable for the payment of any unpaid costs and expenses which were the subject of a recorded/filed certificate prior to the purchaser's acquisition of the Project or portion thereof; provided, however, a mortgagee foreclosing on all or any portion of the Project or a purchaser at any foreclosure sale, shall have no liability for any such costs or expenses.

- l. Term. The term of this Agreement shall be the longest period customarily allowed by law but shall be no less than thirty (30) years.
- m. Responsibility of Administering Agency. The Administering Agency shall not be held liable for any action taken or omitted under this Agreement so long as it shall have acted in good faith and without gross negligence.
- n. Successor Administering Agency. Should the Administering Agency be dissolved or become incapable of fulfilling its obligations during the term of this Agreement, the Commission and the Town shall have the right to appoint a successor to serve as the Administering Agency for the remaining term of this Agreement. The Administering Agency shall give the Commission, the Town and the Developer at least six (6) months written notice prior to any such dissolution or incapacity in order to allow the Town to locate a successor to assume the rights and obligations of the Administering Agency under this Agreement and the Regulatory Agreement. At the Developer's request, the Town shall terminate this Agreement with the Administering Agency for cause so long as the Developer's request is provided to the Commission, in writing, at least thirty (30) days prior to submission to the Town.
- o. Indemnity. The Developer agrees to indemnify and hold harmless the Administering Agency and the Town against all damages, costs and liabilities, including reasonable attorney's fees,

asserted against the Administering Agency or the Town by reason of its relationship with the Project under this Agreement and not involving the Administering Agency or the Town acting in bad faith or with gross negligence.

- p. Applicable Law. This Agreement, and the application or interpretation hereof, shall be governed by the laws of the Commonwealth of Massachusetts.
- q. Binding Agreement. This Agreement shall be binding on the parties hereto, their heirs, executors, personal representatives, successors and assigns.
- r. Headings. All paragraph headings in this Agreement are for the convenience of reference only and are not intended to qualify the meaning of the paragraph.
- s. Third-Party Beneficiaries. The Town and the Commission shall be entitled to enforce this Agreement and may rely on the benefits of this Agreement.
- t. Entire Agreement. This Agreement supersedes all prior agreements between the parties with respect to the Project, whether oral or written including, without limitation, all correspondence between the parties and between counsels for their respective parties. This Agreement, together with the Regulatory Agreement and the Permits, constitutes the sole and entire agreement between the parties hereto with respect to the subject matter thereof, and the rights, duties, and obligations of the parties with respect thereto. In executing this Agreement, the Administering Agency acknowledges that the Administering Agency is not relying on any statement, representation, warranty, covenant or agreement of any kind made by the Developer or the Town or any employee or agent of any of the foregoing, except for the agreements set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

DEVELOPER:  
Woods Hole Partners LLC

By:   
Name: Mark Bogosian  
Title: Manager

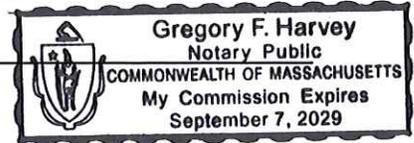
COMMONWEALTH OF MASSACHUSETTS

Barnstable SS.

On this 7<sup>th</sup> day of August, 2024, before me, the undersigned notary public, personally appeared Mark Bogosian, as Manager of Woods Hole Partners LLC, proved to me through satisfactory evidence of identification, which was personally known to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



Notary Public  
My Commission Expires:



FALMOUTH BOARD OF SELECTMEN

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

Name: Nancy Robbins Taylor

Title: Chair

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_ SS.

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned notary public, personally appeared Nancy Robbins Taylor, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_ to be Chair of the Select Board of the Town of Falmouth, Massachusetts, and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public

My Commission Expire: \_\_\_\_\_

ADMINISTERING AGENCY:  
Housing Assistance Corporation

By:   
Name: Cassi Danzl  
Title: Chief Operating Officer

COMMONWEALTH OF MASSACHUSETTS

BARKUSTASK SS.

On this 6 day of AUGUST, 2024, before me, the undersigned notary public, personally appeared Cassi Danzl, as COO of Housing Assistance Corporation, proved to me through satisfactory evidence of identification, which was KNOWN TO ME to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

  
Notary Public  
My Commission Expires: Sept 27, 2027

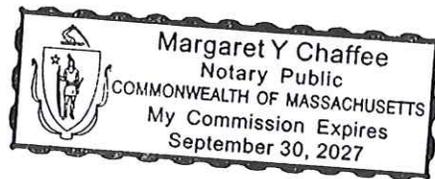


EXHIBIT A – SITE PLAN

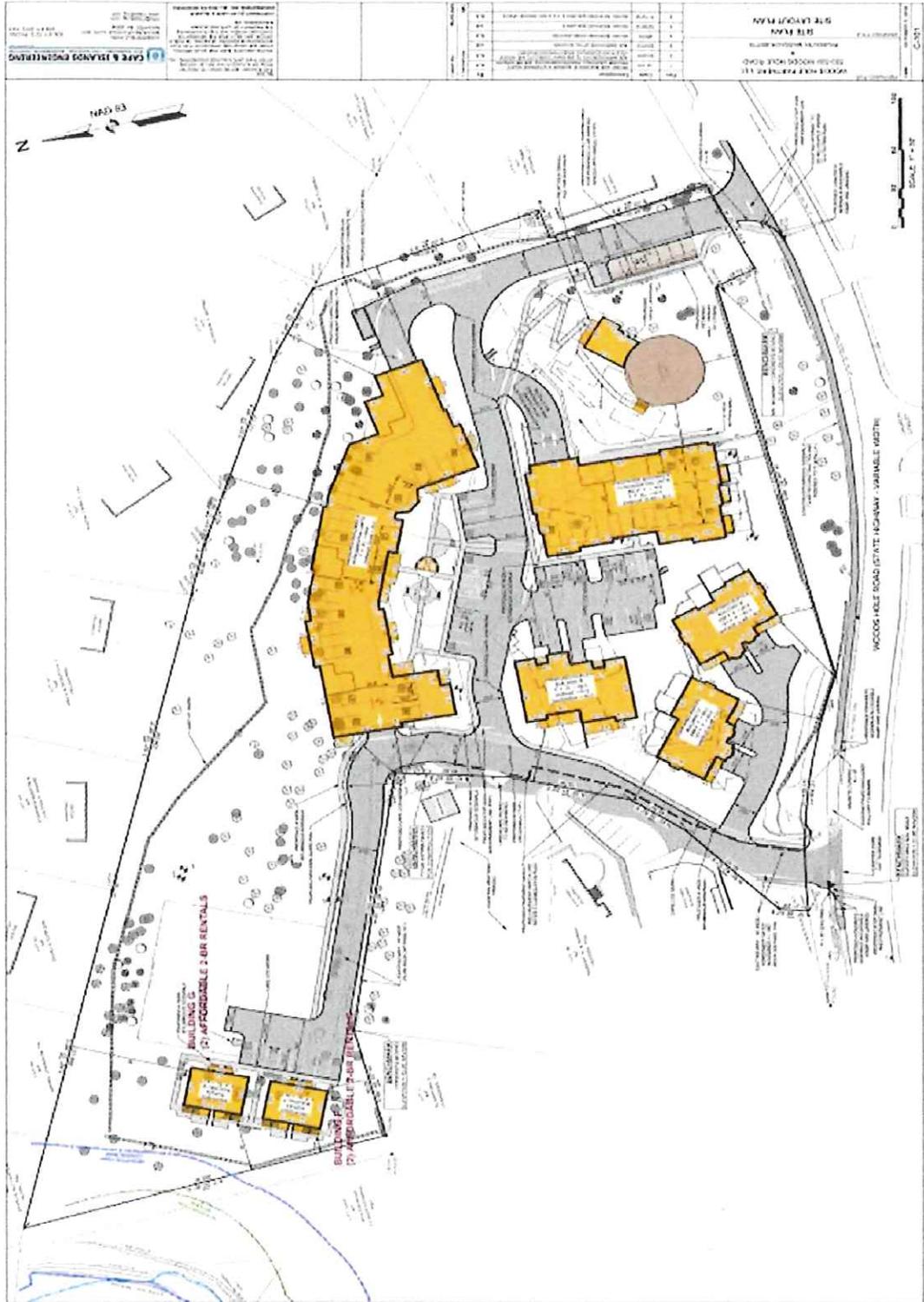


EXHIBIT B

**MONTHLY RENTS**

Initial Maximum Rents and Utility Allowances for Affordable Housing Units

	<u>Gross Rents</u>	<u>Utility Allowance</u>	<u>Net Rents</u>
Two-bedroom units	\$2,201	\$288	\$1,913

Utility Allowances are taken from the Schedule Published by the Falmouth Housing Authority, Apartment, October 1, 2023, as the same may be amended from time to time.

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

Regulatory  
Agreement  
signed 5/22/23

LOCAL INITIATIVE PROGRAM

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

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

Two-bedroom units - 900 square feet

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

2. Affordability.

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

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

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

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

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

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

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

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

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

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

### 3. Subsidized Housing Inventory.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

documents effecting the Sale;

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

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

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

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

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

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

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

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

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

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

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

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

10. Casualty; Demolition; Change of Use.

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

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

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

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

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

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

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

13. Term.

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

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

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

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

16. Default.

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

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

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

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

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

DEVELOPER: WOODS HOLE PARTNERS LLC

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

DEPARTMENT OF HOUSING AND  
COMMUNITY DEVELOPMENT

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

MUNICIPALITY: the TOWN OF FALMOUTH

TOWN OF FALMOUTH  
OFFICE OF TOWN COUNSEL  
APPROVED AS TO FORM



By:   
Its Chief Executive Officer

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

COMMONWEALTH OF MASSACHUSETTS

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

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

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

COMMONWEALTH OF MASSACHUSETTS

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

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

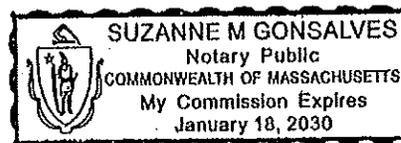
\_\_\_\_\_  
Notary Public  
Print Name:  
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Barnstable, ss. May 22, 2023

On this 22nd day of May, 2023 before me, the undersigned notary public, personally appeared Nancy Robbins Taylor, proved to me through satisfactory evidence of identification, which were MA DRIVERS license, to be the person whose name is signed on the preceding document, as Chief Executive Officer for the City/Town of Falmouth, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Suzanne M. Gonsalves  
Notary Public  
Print Name: Suzanne M Gonsalves  
My Commission Expires: Jan 18, 2030



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

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

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

SPINDRIFT INVESTMENTS, LLC

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

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

COMMONWEALTH OF MASSACHUSETTS

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

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

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

**EXHIBIT A**

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

Property Description

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT B

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

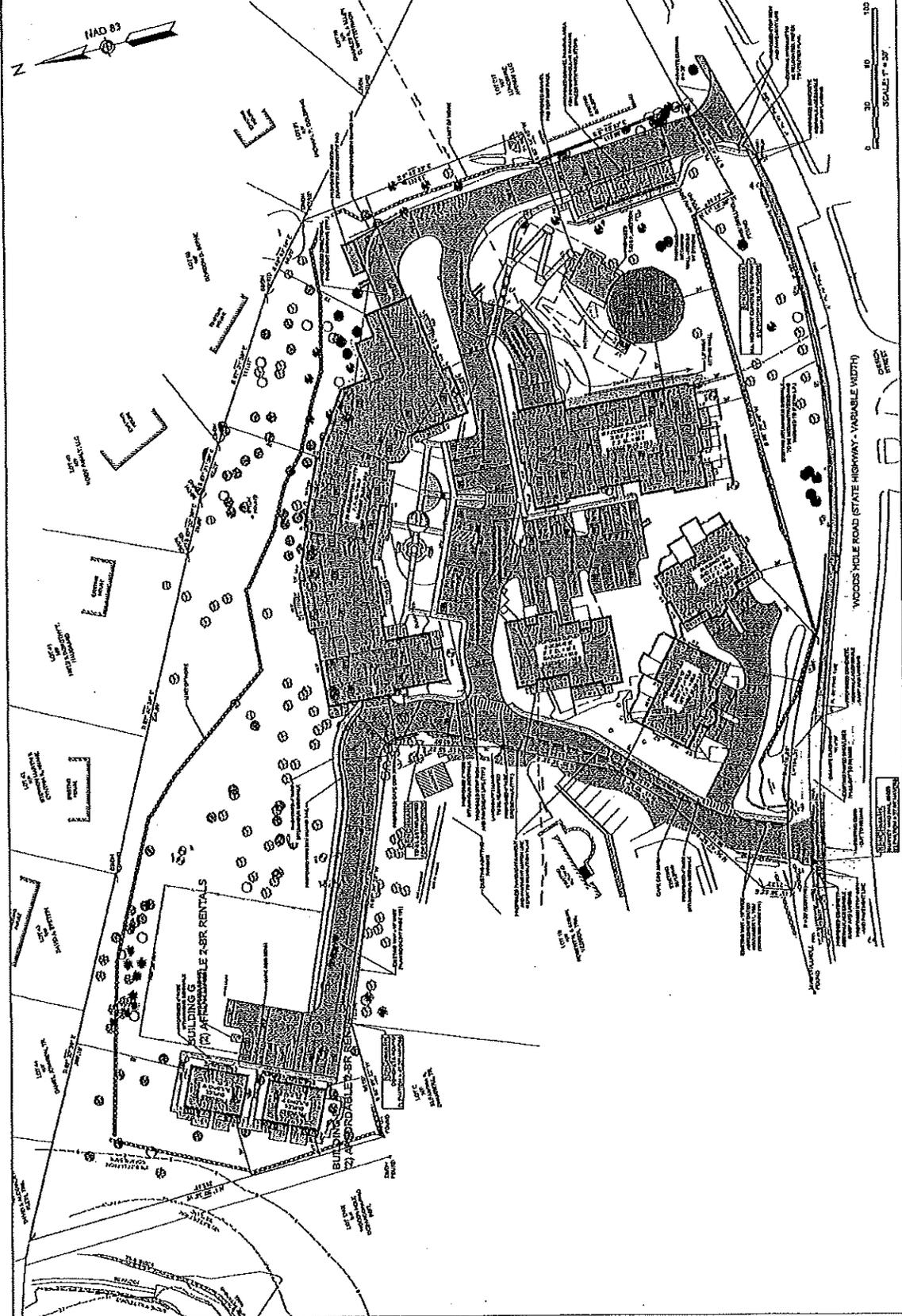
Initial Maximum Rents and Utility Allowances for Low and Moderate Income Units

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

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

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

<b>WOODS HOLE PAINTING, LTD.</b> 63333 WOODS HOLE ROAD PALMONT, MASSACHUSETTS <b>SITE PLAN</b> <b>SITE LAYOUT PLAN</b>		SHEET NO. 1 DATE: 11/11/83 DRAWN BY: [Name] CHECKED BY: [Name]
<b>CARE &amp; STARKS ENGINEERING</b> 100 STATE STREET BOSTON, MASSACHUSETTS 02109 TEL: 617-552-1111 FAX: 617-552-1112		SCALE: 1" = 30' NORTH



**OPEN SESSION**

**CONSENT AGENDA**

**2. Administrative Orders**

- d. Consider approval of a drainage easement on property located at 67 Ambleside Drive

October 7, 2024



## AGENDA ITEM SUMMARY SHEET

**ITEM NUMBER:** Consent Agenda – Administrative Orders 2.d.

**ITEM TITLE:** Consider the acceptance of a drainage easement for 67 Ambleside in East Falmouth

**MEETING DATE:** 10/7/2024

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

**SUBMITTED BY:** Town Counsel

**ATTACHMENTS:** Drainage Easement and Plan

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### PURPOSE:

The Town enjoys the benefit of a drainage easement on property located at 67 Ambleside Drive. The owners have requested permission to relocate the easement.

The Select Board is being asked to accept the new drainage easement so that the easement can be relocated and to memorialize the rights of the owner and the Town.

### BACKGROUND/SUMMARY:

- A 1977 plan of land depicting the lot at 67 Ambleside shows a drainage easement on the property for the benefit of the Town. While the deeds to several properties in the area include a drainage easement, the deed to 67 Ambleside erroneously omitted any reference to the existing easement.
- Recently, the owners of 67 Ambleside approached the DPW to inquire whether the Town would be willing to relocate the easement. The DPW is willing to

accommodate the owners, but noticed that there is no recording, aside from the plan, that describes the obligations and rights of the Town and the owners of the property with respect to the easement.

- Town Counsel reviewed the title to the property and drafted the attached Drainage Easement in which the owners grant a right to the Town to enter onto the property to install, maintain, operate, remove, and inspect the drainage infrastructure, among other rights.
- To rectify the missing recorded easement, the owners have now executed the drainage easement and the DPW requests that the Select Board accept the easement for recording.

**DEPARTMENT RECOMMENDATION:**

Town Counsel recommends that the Select Board vote to accept the grant of drainage easement for the property located at 67 Ambleside Drive, East Falmouth.

**OPTIONS:**

- Motion to accept the grant of drainage easement for the property located at 67 Ambleside Drive, East Falmouth as presented.
- Motion to deny the acceptance of the grant of drainage easement for the property located at 67 Ambleside Drive, East Falmouth.
- Vote to conditionally accept the easement with amendments dictated by the Select Board.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

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

N/A

**TOWN MANAGER COMMENTS:**

The Town Manager recommends that the Select Board vote to accept the grant of drainage easement for the property located at 67 Ambleside Drive, East Falmouth, as presented.

*Michael Renshaw*

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Town Manager

9/30/2024

Date

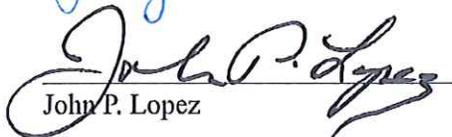
**DRAINAGE EASEMENT**

We, John P. Lopez and Kathleen A. Lopez, of 67 Ambleside Drive, West Falmouth, Barnstable County, Massachusetts, for nominal, non-monetary consideration, hereby grant to the Town of Falmouth, a municipal corporation with a place of business at 59 Town Hall Square, Falmouth, Barnstable County, Massachusetts:

a permanent drainage easement including the perpetual right and privilege, without limitation, to enter upon the real estate as more fully described herein at any time for the purpose of laying, installing, maintaining, operating, constructing, re-constructing, removing, replacing, re-laying, inspecting, patrolling, servicing and using the drainage system and any components thereof including mains, drains, pipes, hydrants, shut-offs, back flow devices, and related equipment and appurtenances, with the necessary manholes or conduits in, through, under, across and upon said premises as shown on a plan dated February 29, 2024 entitled "Easement Modification Plan" prepared by Cape & Islands Engineering, 800 Falmouth Road, Suite 301C, Mashpee MA 02649, recorded herewith as Exhibit A.

For title see deed dated May 7, 1992 and recorded with the Barnstable Registry of Deeds at Book 8017, Page 144.

IN WITNESS WHEREOF, this Drainage Easement is signed under seal this 31<sup>st</sup> day of July, 2024.

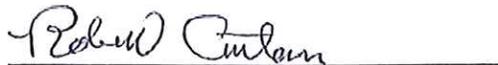
  
John P. Lopez

  
Kathleen A. Lopez

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this 31<sup>st</sup> day of July, 2024 before me, the undersigned notary public, personally appeared Falmouth and proved to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the within document and acknowledged to me that they signed it voluntarily for its stated purpose.

  
Notary Public:  
My Commission Expires:

 **ROBERT V. ANTONUCCI**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
February 12, 2027

We the undersigned Select Board of the Town of Falmouth hereby accept this Easement on behalf of the Town of Falmouth under authority of Ch. 65 § 3 of the Code of Falmouth.

Town of Falmouth  
By its Select Board

\_\_\_\_\_  
Nancy Robbins Taylor, Chair

\_\_\_\_\_  
Edwin (Scott) P. Zylinski II, Vice Chair

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

\_\_\_\_\_  
Robert P. Mascali

\_\_\_\_\_  
Heather M.H. Goldstone

Date: \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024 before me, the undersigned notary public, personally appeared \_\_\_\_\_ proved to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the within document and acknowledged to me that they signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public:

My Commission Expires:



**OPEN SESSION**

**CONSENT AGENDA**

**2. Administrative Orders**

- e. Approve warrant for State Election on Tuesday, November 5, 2024

October 7, 2024



## AGENDA ITEM SUMMARY SHEET

**ITEM NUMBER:** Consent Agenda – Administrative Orders 2.e.

**ITEM TITLE:** Consider the approval of the Warrant for the State Election on Tuesday, November 5, 2024

**MEETING DATE:** 10/7/2024

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

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

**ATTACHMENTS:** Draft Warrant for 2024 State Election

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### PURPOSE:

The Select Board will consider the approval of the Warrant for the State Election to be held on Tuesday, November 5, 2024.

### BACKGROUND/SUMMARY:

- The Select Board is asked to approve the Warrant for the 2024 State Election.
- Each of the nine (9) precincts are listed, as are each of five (5) Questions and Summaries.
- The State Election will be held on Tuesday, November 5, 2024, and votes may be cast from 7:00 AM to 8:00 PM.

**DEPARTMENT RECOMMENDATION:**

The Town Manager recommends that the Select Board approve the Warrant for the 2024 State Election to be held on Tuesday, November 5, 2024, as presented.

**OPTIONS:**

- Motion to approve the Warrant for the 2024 State Election on Tuesday, November 5, 2024, as presented.
  
- Motion to deny approval of the Warrant for the 2024 State Election on Tuesday, November 5, 2024 as presented.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

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

N/A

**TOWN MANAGER COMMENTS:**

The Town Manager recommends that the Select Board approve the Warrant for the 2024 State Election to be held on Tuesday, November 5, 2024, as presented.

*Michael Renshaw*

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

10/3/2024  
Date

**COMMONWEALTH OF MASSACHUSETTS**  
**WILLIAM FRANCIS GALVIN**  
**SECRETARY OF THE COMMONWEALTH**

**BARNSTABLE, SS.** To the Constables of the TOWN OF FALMOUTH

**GREETINGS:**

In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of said city or town who are qualified to vote in the State Election to vote at

Precinct 1:	Town Hall	Precinct 6:	Falmouth High School Gymnasium
Precinct 2:	Falmouth Community Veterans Center	Precinct 7:	Waquoit Congregational Church Hall
Precinct 3:	Falmouth High School Gymnasium	Precinct 8:	Navigator Club
Precinct 4:	St Anthony's Lodge	Precinct 9:	Jewish Congregation Community Center
Precinct 5:	St Elizabeth Seton Church Hall		

on **TUESDAY, THE FIFTH DAY OF NOVEMBER, 2024**, from 7:00 A.M. to 8:00 P.M. for the following purpose:

To cast their votes in the State Election for the candidates for the following offices and questions:

Electors of President and Vice President	For this Commonwealth
Senator in Congress	For this Commonwealth
Representative in Congress	Ninth Congressional District
Councilor	First District
Senator in General Court	Plymouth & Barnstable District
Representative in General Court (Pcts. 1,2,5,6)	Barnstable, Dukes, & Nantucket District
Representative in General Court (Pcts. 3,4,7-9)	Third Barnstable District
Clerk of Courts	Barnstable County
Register of Deeds	Barnstable County
County Commissioner	Barnstable County
Barnstable Assembly of Delegates	Barnstable County
Regional School Committee	Upper Cape Cod Regional Vocational Technical School District

**QUESTION 1: LAW PROPOSED BY INITIATIVE PETITION**

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives on or before May 1, 2024?

**SUMMARY**

This proposed law would specify that the State auditor has the authority to audit the legislature.

A **YES VOTE** would specify that the State auditor has the authority to audit the legislature.

A **NO VOTE** would make no change in the law relative to the State Auditor's authority.

**QUESTION 2: LAW PROPOSED BY INITIATIVE PETITION**

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives before May 1, 2024?

### SUMMARY

This proposed law would eliminate the requirement that a student pass the Massachusetts Comprehensive Assessment System (MCAS) tests (or other statewide or district-wide assessments) in mathematics, science and technology, and English in order to receive a high school diploma. Instead, in order for a student to receive a high school diploma, the proposed law would require the student to complete coursework certified by the student's district as demonstrating mastery of the competencies contained in the state academic standards in mathematics, science and technology, and English, as well as any additional areas determined by the Board of Elementary and Secondary Education.

A **YES VOTE** would eliminate the requirement that students pass the Massachusetts Comprehensive Assessment System (MCAS) in order to graduate high school but still require students to complete coursework that meets state standards.

A **NO VOTE** would make no change in the law relative to the requirement that a student pass the MCAS in order to graduate high school.

### QUESTION 3: LAW PROPOSED BY INITIATIVE PETITION

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives on or before May 1, 2024?

### SUMMARY

The proposed law would provide Transportation Network Drivers ("Drivers") with the right to form unions ("Driver Organizations") to collectively bargain with Transportation Network Companies ("Companies")-which are companies that use a digital network to connect riders to drivers for pre-arranged transportation-to create negotiated recommendations concerning wages, benefits and terms and conditions of work. Drivers would not be required to engage in any union activities. Companies would be allowed to form multi-Company associations to represent them when negotiating with Driver Organizations. The state would supervise the labor activities permitted by the proposed law and would have responsibility for approving or disapproving the negotiated recommendations. The proposed law would define certain activities by a Company or a Driver Organization to be unfair work practices. The proposed law would establish a hearing process for the state Employment Relations Board ("Board") to follow when a Company or Driver Organization is charged with an unfair work practice. The proposed law would permit the Board to take action, including awarding compensation to adversely affected Drivers, if it found that an unfair work practice had been committed. The proposed law would provide for an appeal of a Board decision to the state Appeals Court. This proposed law also would establish a procedure for determining which Drivers are Active Drivers, meaning that they completed more than the median number of rides in the previous six months. The proposed law would establish procedures for the Board to determine that a Driver Organization has signed authorizations from at least five percent of Active Drivers, entitling the Driver Organization to a list of Active Drivers; to designate a Driver Organization as the exclusive bargaining representative for all Drivers based on signed authorizations from at least twenty-five percent of Active Drivers; to resolve disputes over exclusive bargaining status, including through elections; and to decertify a Driver Organization from exclusive bargaining status. A Driver Organization that has been designated the exclusive bargaining representative would have the exclusive right to represent the Drivers and to receive voluntary membership dues deductions. Once the Board determined that a Driver Organization was the exclusive bargaining representative for all Drivers, the Companies would be required to bargain with that Driver Organization concerning wages, benefits and terms and conditions of work. Once the Driver Organization and Companies reached agreement on wages, benefits, and the terms and conditions of work, that agreement would be voted upon by all Drivers who has completed at least 100 trips the previous quarter. If

approved by a majority of votes cast, the recommendations would be submitted to the state Secretary of Labor for approval and if approved, would be effective for three years. The proposed law would establish procedures for the mediation and arbitration if the Driver Organization and Companies failed to reach agreement within a certain period of time. An arbitrator would consider factors set forth in the proposed law, including whether the wages of Drivers would be enough so that Drivers would not need to rely upon any public benefits. The proposed law also sets out procedures for the Secretary of Labor's review and approval of recommendations negotiated by a Driver Organization and the Companies and for judicial review of the Secretary's decision. The proposed law states that neither its provisions, an agreement nor a determination by the Secretary would be able to lessen labor standards established by other laws. If there were any conflict between the proposed law and existing Massachusetts labor relations law, the proposed law would prevail. The Board would make rules and regulations as appropriate to effectuate the proposed law. The proposed law states that, if any of its parts were declared invalid, the other parts would stay in effect.

**A YES VOTE** would provide transportation network drivers the option to form unions to collectively bargain with transportation network companies regarding wages, benefits, and terms and conditions of work

**A NO VOTE** would make no change in the law relative to the ability of transportation network drivers to form unions.

#### **QUESTION 4: LAW PROPOSED BY INITIATIVE PETITION**

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives before May 1, 2024?

#### **SUMMARY**

This proposed law would allow persons aged 21 and older to grow, possess, and use certain natural psychedelic substances in certain circumstances. The psychedelic substances allowed would be two substances found in mushrooms (psilocybin and psilocyn) and three substances found in plants (dimethyltryptamine, mescaline, and ibogaine). These substances could be purchased at an approved location for use under the supervision of a licensed facilitator. This proposed law would otherwise prohibit any retail sale of natural psychedelic substances. This proposed law would also provide for the regulation and taxation of these psychedelic substances. This proposed law would license and regulate facilities offering supervised use of these psychedelic substances and provide for the taxation of proceeds from those facilities' sales of psychedelic substances. It would also allow persons aged 21 and older to grow these psychedelic substances in a 12-foot by 12-foot area at their home and use these psychedelic substances at their home. This proposed law would authorize persons aged 21 or older to possess up to one gram of psilocybin, one gram of psilocyn, one gram of dimethyltryptamine, 18 grams of mescaline, and 30 grams of ibogaine ("personal use amount"), in addition to whatever they might grow at their home, and to give away up to the personal use amount to a person aged 21 or over. This proposed law would create a Natural Psychedelic Substances Commission of five members appointed by the Governor, Attorney General, and Treasurer which would administer the law governing the use and distribution of these psychedelic substances. The Commission would adopt regulations governing licensing qualifications, security, recordkeeping, education and training, health and safety requirements, testing, and age verification. This proposed law would also create a Natural Psychedelic Substances Advisory Board of 20 members appointed by the Governor, Attorney General, and Treasurer which would study and make recommendations to the Commission on the regulation and taxation of these psychedelic substances. This proposed law would allow cities and towns to reasonably restrict the time, place, and manner of the operation of licensed facilities offering psychedelic substances, but cities and towns could not ban those facilities or their provision of these substances. The proceeds of sales of psychedelic substances at licensed facilities would be subject to the state sales tax and an additional excise tax of 15 percent. In addition, a city or town could impose a separate tax of up to two

percent. Revenue received from the additional state excise tax, license application fees, and civil penalties for violations of this proposed law would be deposited in a Natural Psychedelic Substances Regulation Fund and would be used, subject to appropriation, for administration of this proposed law. Using the psychedelic substances as permitted by this proposed law could not be a basis to deny a person medical care or public assistance, impose discipline by a professional licensing board, or enter adverse orders in child custody cases absent clear and convincing evidence that the activities created an unreasonable danger to the safety of a minor child. This proposed law would not affect existing laws regarding the operation of motor vehicles while under the influence, or the ability of employers to enforce workplace policies restricting the consumption of these psychedelic substances by employees. This proposed law would allow property owners to prohibit the use, display, growing, processing, or sale of these psychedelic substances on their premises. State and local governments could continue to restrict the possession and use of these psychedelic substances in public buildings or at schools. This proposed law would take effect on December 15, 2024.

**A YES VOTE** would allow persons over age 21 to use certain natural psychedelic substances under licensed supervision and to grow and possess limited quantities of those substances in their home and would create a commission to regulate those substances.

**A NO VOTE** would make no change in the law regarding natural psychedelic substances.

## **QUESTION 5: LAW PROPOSED BY INITIATIVE PETITION**

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives before May 1, 2024?

### **SUMMARY**

The proposed law would gradually increase the minimum hourly wage an employer must pay a tipped worker, over the course of five years, on the following schedule:

- To 64% of the state minimum wage on January 1, 2025;
- To 73% of the state minimum wage on January 1, 2026;
- To 82% of the state minimum wage on January 1, 2027;
- To 91% of the state minimum wage on January 1, 2028; and
- To 100% of the state minimum wage on January 1, 2029

The proposed law would require employers to continue to pay tipped workers the difference between the state minimum wage and the total amount a tipped worker receives in hourly wages plus tips through the end of 2028. The proposed law would also permit employers to calculate this difference over the entire weekly or bi-weekly payroll period. The requirement to pay this difference would cease when the required hourly wage for tipped workers would become 100% of the state minimum wage on January 1, 2029.

Under the proposed law, if an employer pays its workers an hourly wage that is at least the state minimum wage, the employer would be permitted to administer a “tip pool” that combines all the tips given by customers to tipped workers and distributes them among all the workers, including non-tipped workers.

**A YES VOTE** would increase the minimum hourly wage an employer must pay a tipped worker to the full state minimum wage implemented over five years, at which point employers could pool all tips and distribute them to all non-management workers.

A **NO VOTE** would make no change in the law governing tip pooling or the minimum wage for tipped workers.

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

**QUESTION 6** Do you approve of the amendments to the Barnstable County Charter summarized below?

**SUMMARY**

The revisions to the Barnstable County Charter proposed by the Assembly of Delegates amend the fiscal provisions of the Charter to: codify the Assembly of Delegates' Standing Committee on Finance and define its powers and duties; expressly authorize the Assembly of Delegates to increase, decrease, add or omit items to the annual budget proposed by the Board of Regional Commissioners; expressly authorize submission of supplemental budget requests by the Board of Regional Commissioners; and expressly authorize any member of the Assembly of Delegates, or the Board of Regional Commissioners, to introduce a request for a supplemental appropriation ordinance after the adoption of the County's fiscal year operating budget, while requiring those ordinances to provide the specific means for defraying the appropriations therein contained.

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

Given under our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2024.  
(month)

NANCY ROBBINS TAYLOR, CHAIR \_\_\_\_\_

EDWIN P ZYLINSKI, II \_\_\_\_\_

DOUGLAS C. BROWN \_\_\_\_\_

ROBERT P MASCALI \_\_\_\_\_

HEATHER M.H. Goldstone  
FALMOUTH SELECT BOARD \_\_\_\_\_

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

\_\_\_\_\_  
Constable, Town Of Falmouth

\_\_\_\_\_  
Date