

TOWN OF FALMOUTH
SELECT BOARD
REVISED AGENDA
MONDAY, DECEMBER 16, 2024 – 6:00 P.M.
SELECT BOARD MEETING ROOM
TOWN HALL
59 TOWN HALL SQUARE, FALMOUTH, MA 02540

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

6:00 p.m. OPEN SESSION

6:00 p.m. EXECUTIVE SESSION

1. M.G.L. c.30A s.21(a)(3) - To discuss strategy with respect to potential litigation where discussion in an open session would have a detrimental effect on the litigating position of the Town

6:30 p.m. OPEN SESSION

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

6:40 p.m. COMMITTEE INTERVIEWS

1. Interview, vote and consider appointing committee members:
 - a. Police Station Advisory Committee – Michael Duffany
 - b. Solid Waste Advisory Committee – Thomas McDonald, Kenneth Jones
 - c. Waterways Committee – Ben Karson, Gail Kineke

7:00 p.m. PUBLIC HEARINGS

1. Tax Classification Hearing **(15 minutes)**
2. Fee Hearing – Discuss, consider and vote proposed fee changes for 2025 **(15 minutes)**

7:30 p.m. BUSINESS

1. Presentation/update – Association to Preserve Cape Cod (APCC) – Andrew Gottlieb **(15 minutes)**
2. Report – Edward Marks Building Advisory Committee **(15 minutes)**
3. Consider voting to approve the 464 Main Street Local Initiative Program (LIP) Application for Local Action Units for 464 Main Street **(10 minutes)**
4. Consider voting to approve the 809 Sandwich Road Local Initiative Program (LIP) Application **(10 minutes)**
5. Consider approval of annual license renewals for 2025 **(10 minutes)**
6. Consider the authorization to pursue State Legislation to amend the septic tax credit in Schedule SC from non-refundable to refundable **(15 minutes)**
7. Authorize allocation of \$101,011.28 in American Rescue Plan Act for Main Library window replacements **(10 minutes)**
8. Consider voting to approve a one-year extension of the lease of the Falmouth Country Club golf course, 630 Carriage Shop Road, to Troon Golf, LLC **(10 minutes)**

9. FY26 Operating Budget Presentation (20 minutes)
10. Discuss and consider the approval of a three-year lease agreement between the Town and the Woods Hole, Martha's Vineyard and Nantucket Steamship Authority for the Church Street parking lot (10 minutes)
11. Discuss and consider voting the 2025 Select Board meeting calendar dates (5 minutes)
12. Discuss and consider a vote to approve the Beach Committee's recommendation to create a mobile food vendor bid process (15 minutes)

9:55 p.m. CONSENT AGENDA

1. Licenses
 - a. Consider a vote to approve the EV Charger License Agreement for the Level 2 EV Charging Stations at Depot Ave. Town Lot (0 + 60 Depot Avenue)
2. Administrative Orders
 - a. Consider approval and authorization of a prescribed burn on the Coonamessett Fields
 - b. Consider the approval of the Conservation Commission's request to file for a Mass Wildlife Habitat Management Grant for continued sandplain grassland management by using invasive plant control

10:00 p.m. MINUTES

1. Review and Vote to Approve Minutes of Meetings
 - a. Public Session – December 2, 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

COMMITTEE INTERVIEWS

1. Interview, vote and appoint committee members:
 - a. Police Station Advisory Committee
 - Michael Duffany



AGENDA ITEM SUMMARY SHEET

ITEM NUMBER: Committee Interviews 1.a.

ITEM TITLE: Interview, vote, and appoint committee members- Police Station
Advisory Committee- Michael Duffany

MEETING DATE: 12/16/2024

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

SUBMITTED BY: Mike Renshaw, Town Manager

ATTACHMENTS: Application of Michael Duffany; Email

PURPOSE:

The Select Board will interview and consider the appointment of Michael Duffany to serve on the Police Station Advisory Committee.

BACKGROUND/SUMMARY:

- On October 7, 2024 the Select Board voted to approve the establishment of a Police Station Advisory Committee as well as the attached Committee Charge which calls for the Committee to be comprised of five (5) members.
- 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.

- The Committee will submit a recommended site to the Select Board, as well as advise and collaborate with the architect in the design of the facility.
- The committee vacancy was advertised in the local paper on October 18, 2024, with an application preference date of November 8, 2024.
- A total of thirteen (13) individuals submitted applications to be considered for appointments, however one individual withdrew; there are a total of 12 individuals to be interviewed.
- Mr. Michael Duffany submitted his application (attached) on October 29, 2024.
- Michael Duffany has been a resident of Falmouth his entire life and served as a member of the Hatchville Fire Station siting committee and is a Town Meeting member; he also possesses over 52 years of experience in the construction industry and is the founder of the local M. Duffany Builders.

DEPARTMENT RECOMMENDATION:

The Town Manager recommends that the Select Board conduct interviews of the twelve applicants and select the five individuals who they feel are best qualified to serve them in an advisory capacity.

OPTIONS:

N/A

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

FINANCE DIRECTOR COMMENTS (IF APPLICABLE):

N/A

TOWN MANAGER COMMENTS:

The Town Manager recommends that the Select Board conduct interviews of the twelve applicants and select the five individuals who they feel are best qualified to serve them in an advisory capacity.

Michael Renshaw

Town Manager

12/10/2024

Date



TOWN OF FALMOUTH

BOARD, COMMITTEE OR COMMISSION APPLICATION FORM

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

Name: Michael Duffany Hatchville
Address: 59 Pottee Rd. Village: F. Fal. ZIP: 02536

Mailing Address: same
Telephone: [redacted] Email: [redacted]

How long have you been a Resident life (date:) / Taxpayer 1975 (date:)

Amount of time you are available to give: as needed - upto 8 hours/month

- Town Committee, Board or Commission you are interested in serving on:
- Police Station-siting committee
 - _____
 - _____

Seeking: Permanent Position Alternate Position

Have you attended any meetings of the committee for which you are applying? Not yet

Relevant affiliation and work and personal experiences: Sat on siting committee for new Hatchville Fire Station

Town offices held in Falmouth or elsewhere and dates of years served: Town meeting member 40+ years - Chairman - Building Code Board of Appeals - 3 terms

School Building Committees for Morse Pond
Lawrence School, Mullen-Hall, and Fall High School

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

Previous committee experiences
52 years in construction field
40+ years in own business

You may attach a resume to this application.

List three (3) references:

	<u>Name</u>	<u>Title</u>	<u>Phone</u>
1.	<u>John Scanlon</u>	_____	_____
2.	<u>Gary Street</u>	_____	_____
3.	<u>Michael Palmer</u>	_____	_____

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

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

Oct. 29, 2024
DATE

[Signature]
APPLICANT'S SIGNATURE

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

Diane Davidson

From: Michael Duffany [REDACTED]
Sent: Monday, November 25, 2024 11:25 AM
To: Diane Davidson
Cc: Peter Johnson-Staub; Michael Duffany
Subject: [EXTERNAL] - Police Stationsighting committee

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 Select Board Chair Taylor,

I write you regarding the upcoming interview process regarding appointment to the sighting committee for the proposed new Police Station in Falmouth. I am scheduled be out of Town from the 30th of Nov. ,thru the 5th of December, which will prevent me from being able to interview on the evening of the 2nd. That said, I have a keen interest in the proper sighting of the newly proposed building. I have been a vocal opponent of spending large sums of money at the current location, which is in harms way during intense ocean storms, and a difficult location to operate from during a major event.

I have experience from sitting on the recent Fire Station location committee, all major school renovations in the past 20 years or so, and have been an active participant at Town Meeting for over 40 years. These experiences and my local knowledge and building insights make me a qualified individual to apply for a slot on this committee.

Please consider my application to this important committee. I apologize I am not able to be there this evening in person, and appreciate your consideration .

Thank you

Mike Duffany

Founder

M Duffany Builders

MikeDuffany@DuffanyBuilders.com



200 Palmer Ave. Falmouth, MA 02540

Tradition Refined

Since 1983

Police Station Advisory Committee (5 members) (term until completion)

5 positions.

9 applicants:

Interviewed on 12/2/24:

- Robert G. Zollo
- Edward Swartz
- James T. Morse
- Gerald C. Potamis
- Boyd DeMello
- Thomas T. Vose
- George Sherrill
- Carissa April

Interview on 12/16/24:

- Michael Duffany

Term until completion.

**TOWN OF FALMOUTH
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.

Applications are available on the Town website at <https://www.falmouthma.gov/647/Town-Committees-Commissions-and-Boards>. The preference date to apply is Friday, November 8, 2024 by 4:30 p.m. in the Office of the Select Board, 59 Town Hall Square.

On request of the Falmouth Select Board

Publication date: Friday, October 18, 2024; Falmouth Enterprise.

OPEN SESSION

COMMITTEE INTERVIEWS

1. Interview, vote and appoint committee members:

b. Solid Waste Advisory Committee

- Thomas McDonald
- Kenneth Jones

Solid Waste Advisory Committee (9 members) (3-year terms)

Two vacancies:

- With terms ending 6/30/27

Two applicants:

- Thomas McDonald
- Kenneth Jones



AGENDA ITEM SUMMARY SHEET

ITEM NUMBER: Committee Interviews 1.b.

ITEM TITLE: Interview, vote and appoint committee members: Solid Waste Advisory Committee- Thomas McDonald

MEETING DATE: 12/16/2024

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

SUBMITTED BY: Mike Renshaw, Town Manager

ATTACHMENTS: Application Form received November 18, 2024

PURPOSE:

The Select Board is requested to conduct an interview and vote on the appointment of applicant Thomas McDonald to serve on the Solid Waste Advisory Committee.

BACKGROUND/SUMMARY:

- Applicant Thomas McDonald submitted his application form to serve on the Solid Waste Advisory Committee on November 18, 2024.
- Mr. McDonald states in his application that he has lived full time in Falmouth since 2020 and is a frequent user of Town solid waste services as well as possessing practical business expertise and analytical skills.
- There are currently two vacancies on the Committee with terms expiring on June 30, 2027, and the Select Board has received two applications.

DEPARTMENT RECOMMENDATION:

The Town Manager recommends that the Select Board vote to appoint applicant Thomas McDonald to fill one of the two vacancies on the Solid Waste Advisory Committee.

OPTIONS:

- Motion to appoint Thomas McDonald to serve on the Solid Waste Advisory Committee to the position with a term ending June 30, 2027.
- Motion to deny the appointment of Thomas McDonald to serve on the Solid Waste Advisory Committee.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

FINANCE DIRECTOR COMMENTS (IF APPLICABLE):

N/A

TOWN MANAGER COMMENTS:

The Town Manager recommends that the Select Board vote to appoint applicant Thomas McDonald to fill one of the two vacancies on the Solid Waste Advisory Committee.

Michael Renshaw

Town Manager

12/9/2024

Date



TOWN OF FALMOUTH
 BOARD, COMMITTEE OR COMMISSION
 APPLICATION FORM

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

Name: THOMAS McDONALD

Address: 83 Queen St Village: Falmouth ZIP: 02540

Mailing Address: 83 Queen St Village: Falmouth ZIP: 02540

Telephone: [REDACTED] Email: [REDACTED]

How long have you been a Resident X (date: 2020) / Taxpayer X (date: 5/2012)
Full-Time Part Time

Amount of time you are available to give: 4-8 Hours Per Month

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

1. Solid Waste Advisory Committee
2. _____
3. _____

Seeking: Permanent Position Alternate Position

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

Relevant affiliation and work and personal experiences: Full time resident utilizing all town solid waste services including WMF. Contributor to Falmouth Enterprise for weekly recycling tips. Professional work experience including data & financial analysis

Town offices held in Falmouth or elsewhere and dates of years served: Served on informal board for the Falmouth Community Garden now known as the Marine V. Andrews community garden (2019-2021)

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

Additional practical business expertise ^{having} overseeing multi million dollar business expense including negotiation strategy and business terms. General data and analytic skills. Ability to be boots on the ground for neighborhood analysis. Strong written communication skills.

You may attach a resume to this application.

List three (3) references:

Name	Title	Phone
1. Douglas Shant	Retired WHOI	
2. David Fisichella	Group Operations leader	
3. Frank Oklasinski	Retired	

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

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

11/17/2024
DATE


APPLICANT'S SIGNATURE

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



AGENDA ITEM SUMMARY SHEET

ITEM NUMBER: Committee Interviews 1.b.

ITEM TITLE: Interview, vote and appoint committee members: Solid Waste Advisory Committee- Kenneth Jones

MEETING DATE: 12/16/2024

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

SUBMITTED BY: Mike Renshaw, Town Manager

ATTACHMENTS: Application Form received November 20, 2024; Resume

PURPOSE:

The Select Board is requested to conduct an interview and vote on the appointment of applicant Kenneth Jones to serve on the Solid Waste Advisory Committee.

BACKGROUND/SUMMARY:

- Applicant Kenneth Jones submitted his application form to serve on the Solid Waste Advisory Committee on November 20, 2024.
- Mr. Jones states in his application that he has lived full-time in Falmouth since June 2023, and that for eight years he served on the Glen Rock Environmental Commission which provided recommendations to the town concerning recycling or banning of certain materials (such as EPS foam and disposable plastic bags).

- There are currently two vacancies on the Committee with terms expiring on June 30, 2027, and the Select Board has received two applications.

DEPARTMENT RECOMMENDATION:

The Town Manager recommends that the Select Board vote to appoint applicant Kenneth Jones to fill one of the two vacancies on the Solid Waste Advisory Committee.

OPTIONS:

- Motion to appoint Kenneth Jones to serve on the Solid Waste Advisory Committee to the position with a term ending June 30, 2027.
- Motion to deny the appointment of Kenneth Jones to serve on the Solid Waste Advisory Committee.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

FINANCE DIRECTOR COMMENTS (IF APPLICABLE):

N/A

TOWN MANAGER COMMENTS:

The Town Manager recommends that the Select Board vote to appoint applicant Kenneth Jones to fill one of the two vacancies on the Solid Waste Advisory Committee.

Michael Renshaw

12/9/2024

Town Manager

Date



TOWN OF FALMOUTH

**BOARD, COMMITTEE OR COMMISSION
APPLICATION FORM**

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

Name: Kenneth Jones

Address: 158 Coonamessett Cir Village: Hatchville ZIP: 02536

Mailing Address: _____ Village: _____ ZIP: _____

Telephone: [REDACTED] Email: [REDACTED]

How long have you been a Resident 1.5 y (date: 6/2023) / Taxpayer 2 y (date: 8/2022)

Amount of time you are available to give: 5-10 h/week

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

1. Solid Waste Advisory Committee
2. _____
3. _____

Seeking: Permanent Position Alternate Position

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

Relevant affiliation and work and personal experiences: For 8 years, I served on the Glen Rock

Environmental Commission, providing recommendations to the town for recycling or banning of non-mandated materials,
such as EPS foam and disposable plastic bags. I also chaired the energy committee and championed renewable
energy aggregation. Recently, with the help and approval of SWAC, I initiated an EPS foam collection event in Falmouth.

Town offices held in Falmouth or elsewhere and dates of years served: Glen Rock Environmental
Commission, 2013 - 2023, Glen Rock, NJ; Falmouth Pond Coalition, Board Member, 2024.

Briefly describe the particular skills you feel you will add to the committee or board: Based on my
experience serving on the Environmental Commission in Glen Rock, I have a general knowledge of the needs of
municipal recycling and the imperative to dramatically reduce waste going to landfills. I gained valuable
experience advocating to the Mayor and Council and residents for new initiatives related to recycling and renewable
energy. Particularly relevant to this position on SWAC, our work resulted in the town now offering regular EPS collections.
During my career as a scientist, I developed strong communication and analytical skills that are valuable for reviewing
proposals and supporting recommendations. Finally, I am very much a "doer" and am motivated to get things done; I enjoy
taking on new roles or using novel approaches to solving longstanding problems.

You may attach a resume to this application.

List three (3) references:

	<u>Name</u>	<u>Title</u>	<u>Phone</u>
1.	<u>Kim Comart</u>	<u>Freshwater Pond Committee</u>	
2.	<u>Mary Ryther</u>	<u>Recycling Coordinator, DPW</u>	
3.	<u>Kristine Morieko</u>	<u>Mayor, Glen Rock (NJ)</u>	

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

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

11/20/2024

DATE



Digitally signed by Kenneth A. Jones
Date: 2024.11.20 10:15:06 -05'00'

APPLICANT'S SIGNATURE

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

Kenneth Jones
158 Coonamessett Cir, East Falmouth, MA 02536

SUMMARY OF PERSONAL AND PROFESSIONAL EXPERIENCE

I served for 8 years on the Glen Rock Environmental Commission (Glen Rock, NJ). Part of the governing body of the town, this seven-member commission provides advice to the Mayor and Council on ways to help protect the environment, help explain programs and regulations of the NJ Department of Environmental Protection, investigate environmental hazards, and offer solutions to meet NJ-mandated actions mitigating climate change.

As an active member of the Environmental Commission, I led several projects and campaigns, demonstrating a commitment for working together for sustainable living. These included:

- co-organizing town and county-wide Styrofoam collection events to raise awareness of the negative impact of Styrofoam on landfills; this action led to the initiation of a county-wide Styrofoam recycling program;
- public outreach to educate and assess residents' acceptance of an opt-out community renewable energy aggregation program; working with the town administrator to devise criteria for choosing an energy consultant; assisting with revisions to the first energy contract;
- advising the mayor and recreation board on the potential negative impacts of a proposed artificial turf field;
- planning for and installing public EV charging stations.

Known for my consensus-driven approach for seeking actionable plans in committees, I was recently awarded the "Sustainability Hero of the Month" by Sustainable Jersey.

Professionally, I have 11 years of experience with new drug applications submitted to US and European agencies. This includes preparing summaries of clinical efficacy and safety, investigator brochures and clinical trial logistics. Prior to 2011, I did preclinical drug discovery in the area of mood disorders. Publications include 45 peer-reviewed articles, book chapters and patents.

EDUCATION

- Drew University, Madison, NJ, BA, Zoology – 1978
- Rutgers University, New Brunswick, NJ, PhD, Physiology – 1985
- Harvard Medical School Department of Neurobiology, Boston, MA, Postdoctoral Fellow – 1985-1990

MEMBERSHIPS and ACTIVITIES

- Falmouth Pond Coalition, Board member; 2024 –
- Outer Cape Wind Ensemble, Brewster, MA; 2024 –
- Falmouth Harbor Sailing School, Adult Sailing; 2023 –
- Glen Rock Pops Orchestra; 2015 – 2023
- Glen Rock Environmental Commission, Glen Rock, NJ; 2014 – 2022
- Biochemical Pharmacology Discussion Group Steering Committee, New York Academy of Science, New York, NY; 2007 – 2019

PROFESSIONAL EXPERIENCE (work experience prior to 2000 available upon request)

inSeption group, LLC, Lansdale, Pennsylvania
Senior Medical Writer (part-time); 2022 – 2024

Bristol-Myers Squibb (formerly Celgene), Berkeley Heights, NJ

Principal Medical Writer I/II; 2015 – 2021

- Lead medical writer for Safety Summaries for US and European CAR T-cell therapy submissions
- Wrote Pediatric Investigation Plans, Orphan Drug applications, CSRs, and briefing books to support agency meetings and requests

Allergan, Jersey City and Bridgewater, NJ; 2012 – 2015

Principal Medical Writer, Neurology

- Lead writer for key clinical study reports, clinical trial protocols and investigator brochures
- Wrote section 2.7.4 Summary of Clinical Safety for adult spasticity (resubmission)

Senior Clinical Scientist, Psychiatry

- Provided scientific and logistical support for phase III-IV clinical trials in schizophrenia and depression.
- Lead clinical scientist on pediatric depression study; responsible for data review, generation of top line results, CSR planning and review of drafts

Lundbeck Research, Paramus NJ; 2005 – 2011

Principal Scientist / Research Fellow

- Received approval for resourcing discovery projects in the growing area of neuroinflammation
- Established automated patch clamp to support ion channel screens, brain slice electrophysiology, cell-based inflammation assays and human plasma cytokine measurements using the Luminex platform (2-4 direct reports, 1 PhD)
- Organized seven scientific symposia representing disease area interests at New York Academy of Science

AstraZeneca R&D Boston, Waltham, MA; 2000 – 2003

Associate Director, Molecular Biology and Protein Science

SCIENTIFIC PUBLICATIONS (selected first-author publications listed out of 45 total)

Jones KA, Menniti, FS, Sivarao DV (2015). Translational psychiatry—light at the end of the tunnel. *Ann. N.Y. Acad. Sci.* 1344:1–11.

Jones KA, Thomsen C (2013). The role of the innate immune system in psychiatric disorders. *Cell. Mol. Neurosci.* 53:52-62.

Jones KA, Hatori M, Mure LS, Bramley JR, Artymyshyn R, Hong S-P, et al. (2013). Small molecule antagonists of melanopsin-mediated phototransduction. *Nature Chem Biol*, 9: 630-5.

Jones KA, Garbati N, Zhang H, Large CH (2009) Automated patch clamping using the Q-patch. *Meth. Mol Biol.* 565:209-223.

Jones KA, Tamm JA, Craig DA, Yao W-Y, Panico R (2000). Signal transduction by GABA_B receptor heterodimers. *Neuropsychopharmacol.* 23: S41-49.

Jones KA, Borowsky B, Tamm JA, Craig D, Durkin MM, Dai M, et al. (1998). GABA_B receptors function as a heteromeric assembly of the subunits GABA_BR1 and GABA_BR2. *Nature* 396: 674-679.

Jones KA, Wilding TJ, Huettner JE, and Costa A-M. (1997). Desensitization of kainate receptors by kainate, glutamate and diastereomers of 4-methylglutamate. *Neuropharmacol.* 36: 853-863.

Jones KA and Surprenant A (1994). Single channel properties of the 5-HT₃ subtype of serotonin receptor in rodent hippocampal neurons. *Neurosci. Lett.* 174: 133-136.

Jones KA and Baughman RW (1991). Both NMDA and non-NMDA subtypes of glutamate receptors are concentrated at synapses on cerebral cortical neurons in culture. *Neuron* 7: 593-603.

OPEN SESSION

COMMITTEE INTERVIEWS

1. Interview, vote and appoint committee members:

c. Waterways Committee

- Ben Karson
- Gail Kineke

Waterways Committee (7 members) (3-year terms)

One vacancy:

- With an unexpired term ending 6/30/25.

One applicant:

- Ben Karson
- Gail Kineke



AGENDA ITEM SUMMARY SHEET

ITEM NUMBER: Committee Interviews 1.c.

ITEM TITLE: Interview, vote and appoint committee members- Waterways Committee- Ben Karson

MEETING DATE: 12/16/2024

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

SUBMITTED BY: Mike Renshaw, Town Manager

ATTACHMENTS: Waterways Committee Vacancy Summary Sheet; Committee Application Form dated October 28, 2024; Committee Appointment Policy

PURPOSE:

The Select Board will conduct an interview of Ben Karson who has applied for a vacant seat on the Waterways Committee.

There is one vacancy on the Committee with an unexpired term ending on June 30, 2025.

BACKGROUND/SUMMARY:

- Ben Karson completed his application for a seat on the Waterways Committee on October 28, 2024.
- Ben Karson is a local marine contractor and has been a resident of Falmouth since 1980.
- There is currently one (1) position vacant on the Waterways Committee, with an unexpired term ending on June 30, 2025.

DEPARTMENT RECOMMENDATION:

The Town Manager recommends that the Select Board complete the interview process and appoint the candidate who the majority of the Board feels is best qualified to serve on the Waterways Committee.

OPTIONS:

- Motion to appoint Ben Karson to serve an unexpired term on the Waterways Committee with an ending date of June 30, 2025.

- Motion to appoint Gail Kineke to serve an unexpired term on the Waterways Committee with an ending date of June 30, 2025.

- Some other Board defined alternative.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

FINANCE DIRECTOR COMMENTS (IF APPLICABLE):

N/A

TOWN MANAGER COMMENTS:

The Town Manager recommends that the Select Board complete the interview process and appoint the candidate who the majority of the Board feels is best qualified to serve on the Waterways Committee.

Michael Renshaw

Town Manager

12/9/2024

Date



**TOWN OF FALMOUTH
BOARD, COMMITTEE OR COMMISSION
APPLICATION FORM**

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

Name: Ben Karson

Address: 29 Telegraph Hill Rd Village: W. Fal ZIP: 02540

Mailing Address: 29 Telegraph Hill Rd Village: Falmouth ZIP: 02540

Telephone: [REDACTED] Email: [REDACTED]

How long have you been a Resident 30+ (date: 1980) / Taxpayer 15+ (date: 2007)

Amount of time you are available to give: As Required

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

- Water Ways
- _____
- _____

Seeking: Permanent Position Alternate Position

Have you attended any meetings of the committee for which you are applying? No

Relevant affiliation and work and personal experiences: _____

Local Marine Contractor

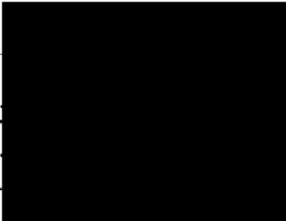
Town offices held in Falmouth or elsewhere and dates of years served: none

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

As a local Marine Contractor I believe my skillset would be beneficial to the Waterways committee and the town

You may attach a resume to this application.

List three (3) references:

	<u>Name</u>	<u>Title</u>	<u>Phone</u>
1.	<u>Rich Galat</u>	<u>Water Facilities</u>	
2.	<u>Gregg Fraser</u>	<u>Harbor Master</u>	
3.	<u>Bob Walker</u>	<u>East Marine</u>	

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

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

10/28/24
DATE


APPLICANT'S SIGNATURE

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



AGENDA ITEM SUMMARY SHEET

ITEM NUMBER: Committee Interviews 1.c.

ITEM TITLE: Interview, vote and appoint committee members- Waterways Committee- Gail Kineke

MEETING DATE: 12/16/2024

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

SUBMITTED BY: Mike Renshaw, Town Manager

ATTACHMENTS: Waterways Committee Vacancy Summary Sheet; Committee Application Form dated November 14, 2024; Committee Appointment Policy; Resume

PURPOSE:

The Select Board will conduct an interview of Gail Kineke who has applied for a vacant seat on the Waterways Committee.

There is one vacancy on the Committee with an unexpired term ending on June 30, 2025.

BACKGROUND/SUMMARY:

- Gail Kineke completed an application for a seat on the Waterways Committee on November 14, 2024.
- Gail Kineke is a Professor of Earth & Environmental Sciences at Boston College and an Adjunct Scientist at Woods Hole Oceanographic Institution, and is also a boat owner and avid sailer; Gail has been a resident of Falmouth since 2002.

- There is currently one (1) position vacant on the Waterways Committee, with an unexpired term ending on June 30, 2025.

DEPARTMENT RECOMMENDATION:

The Town Manager recommends that the Select Board complete the interview process and appoint the candidate who the majority of the Board feels is best qualified to serve on the Waterways Committee.

OPTIONS:

- Motion to appoint Ben Karson to serve an unexpired term on the Waterways Committee with an ending date of June 30, 2025.
- Motion to appoint Gail Kineke to serve an unexpired term on the Waterways Committee with an ending date of June 30, 2025.
- Some other Board defined alternative.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

FINANCE DIRECTOR COMMENTS (IF APPLICABLE):

N/A

TOWN MANAGER COMMENTS:

The Town Manager recommends that the Select Board complete the interview process and appoint the candidate who the majority of the Board feels is best qualified to serve on the Waterways Committee.

Michael Renshaw

Town Manager

12/9/2024

Date



TOWN OF FALMOUTH
BOARD, COMMITTEE OR COMMISSION
APPLICATION FORM

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

Name: Gail Kineke

Address: 617 Old Barnstable Rd Village: East Falmouth ZIP: 02536

Mailing Address: same Village: _____ ZIP: _____

Telephone: [REDACTED] Email: [REDACTED]

How long have you been a Resident 22 yrs (date: 2002) / Taxpayer same (date: _____)

Amount of time you are available to give: 5-10 hrs/mo

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

1. Waterways
2. _____
3. _____

Seeking: Permanent Position Alternate Position

Have you attended any meetings of the committee for which you are applying? Yes, my first on 11/6/2024 _____

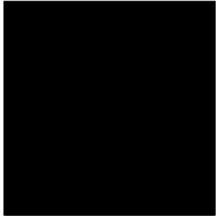
Relevant affiliation and work and personal experiences: Professor of Earth & Environmental Sciences, Boston College; Adjunct Scientist at Woods Hole Oceanographic Institution; boat owner and avid sailer (sail, power, rowing)

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

Briefly describe the particular skills you feel you will add to the committee or board: As an avid sailer
in the Falmouth area since 1993, I have lots of experience in, and truly love, the waters around Falmouth. From April to
November I spend most of my free time on the water, weather permitting, of course. I think I can represent local interests as
well as be a good listener to learn about issues of concern to the community. My teaching experience spans high school
to college undergraduate and graduate students. A skill attained through teaching includes being able to communicate
technical/scientific issues to non-scientists as well as scientists. I hope this would be of value both within the committee and to the
general public. I obtained federal research funding over my professional career. I have an appreciation for how a project runs. As a
department Chair, I gained administrative experience and learned valuable lessons of working with people with a range of viewpoints.

You may attach a resume to this application.

List three (3) references:

	<u>Name</u>	<u>Title</u>	<u>Phone</u>
1.	<u>Chris Sherwood</u>	<u>Research Oceanographer, USGS</u>	
2.	<u>Mary Murphy</u>	<u>Chief, US Coast Guard (reserves)</u>	
3.	<u>Rocky Geyer</u>	<u>Sr. Scientist, retired, WHOI</u>	

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

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

11/14/2024
DATE

Gail Kineke
APPLICANT'S SIGNATURE

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

Gail Kineke

617 Old Barnstable Rd, East Falmouth MA 02536

*Current Position(s)*

Professor Emerita, Department of Earth & Environmental Sciences, Boston College
Visiting Scientist, Applied Ocean Physics & Engineering, Woods Hole Oceanographic Institution

Education

Ph. D. and M.S., 1993 and 1988 (respectively) Oceanography, University of Washington
B.A. 1983, Geological Sciences, Princeton University

Professional Experience

My research areas include coastal and estuarine processes and sediment transport. I taught classes at the high school, undergraduate and graduate college levels in subject areas of Earth Science, Oceanography, Coastal Processes, and Environmental Science. I was a full-time faculty member in the Department of Earth & Environmental Sciences at Boston College from 1997 to 2021 as an Assistant Professor, Associate Professor with tenure, and Professor. I retired from the full-time faculty in 2021 and earned Professor Emerita status.

I have been associated with the Woods Hole Oceanographic Institution from 1993 to the present, first as a Postdoctoral Investigator (1993 to 1994) and as a Visiting Investigator or Adjunct Scientist from 1994 to the present.

Experience earlier in my career, for shorter time periods include: a) Assistant Professor, University of South Carolina (1995-1997); b) Field Assistant, U.S. Geological Survey, Woods Hole (1984-1985); c) Teacher, Earth Science, The Episcopal Academy, Merion, PA (1983-1984)

Professional Accomplishments

41 publications in scientific, engineering, or education journals
14 federally funded research grants totaling ~\$2.7M
~90 research presentations at professional meetings
~10 presentations at various public outreach, mentoring, and local interest venues

I supervised or served on advisory committees for 50 students for senior honors, MS and PhDs

Other professional activities: reviewing manuscripts and grant proposals; served as department Chair for 6 years; Chief Scientist on > 20 oceanographic research expeditions; various department and university administrative committees including strategic planning, promotions, academic curricular review and revision

Personal Interests and Activities: Boating (sail, power, row), walking/hiking, reading, gardening

OPEN SESSION

PUBLIC HEARINGS

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



ITEM NUMBER: Public Hearing 1.

ITEM TITLE: Tax Classification Hearing

MEETING DATE: 12/16/2024

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

SUBMITTED BY: Board of Assessors

ATTACHMENTS: 1) public hearing notice, 2) classification hearing letter, 3) classification options, 4) DOR LA4, 5) property tax relief, and 6) values past and present.

PURPOSE:

The purpose of this hearing is to set the Fiscal 2025 tax rate.

BACKGROUND/SUMMARY:

- Under Chapter 40, section 56 as amended by Chapter 369 of the Acts of 1982 and Chapter 79 of the acts of 1983, the Falmouth Select Board will conduct a public hearing on whether the Town of Falmouth should implement the Classification Act.
- During this hearing, the Select Board will hear a presentation regarding the allocation of the Fiscal 2025 tax levy which will determine the share of taxes which each property classification shall pay.
- Cities and Towns that are certified by the Commissioner as assessing Property at full and fair cash value may elect to shift the tax burden among the major property classes within certain limits established by MGL Chapter 40, Section 56.

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

BOARD OF ASSESSORS RECOMMENDATION:

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

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

Recommended Motion:

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

OPTIONS:

1. **Split Tax Rate.** This will allow the town to tax a single tax rate vs a split rate. The split rate would tax Commercial, Industrial and Personal Property at a higher rate. Shifting the rate would put an undue burden on the CIP. The Board of Assessors recommends a **Single Tax Rate.**
2. **Residential exemption (MGL 59:5C)** adopting a Residential Exemption shifts the residential discount to a higher tax. These effects many homeowners in homes valued at a higher assessed value. For FY25 Falmouth has an estimated 10,000 potentially eligible properties out of 21,000 improved residential properties and the result of the adoption would be a higher tax rate for all residential properties and a deduction from every qualified property’s value calculated at a higher rate. Applications are required for eligibility, including address verification using tax returns, burden of proof is on taxpayers. Increased tax rate. Non-Residents already pay and additional Personal

Property tax of 1 to 2 percent of building value. Additional Overlay is required. The Board of Assessors recommends **not** adopting the residential exemption.

3. Small Business Exemption (MGL 59:51) Small Business exemption is granted to businesses with fewer than 10 employees. Many small businesses are not property owners, this shifts the higher tax to the commercial and Industrial properties. Many of the small businesses rent from Commercial Industrial, accepting this will pass the higher rate to the tenants through their leases. The Board of Assessors recommends **not** adopting a Small Commercial Exemption.

4. Open Space Exemption (MGL 59:2A). Falmouth currently discounts open space at the rate of an unbuildable parcel. We have 304 parcels of open space. Open space is typically part of a subdivision layout with use limited to the association members. It is kept in an undeveloped state. The Board of Assessors recommends **not** adopting an Open Space Discount

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

NOTE: If there is an adoption of the Residential Exemption, the Assessor’s office will see an estimate of 10,000 or more applications for this exemption. The budget will have to be increased to hire additional staff (1) and purchase additional software. This process is underway for one software program, we are looking at a software conversion sometime late next year. We would need to hire a consultant to work with staff to implement the program, we would need a timeline of up to 12 months.

FINANCE DIRECTOR COMMENTS (IF APPLICABLE):

N/A

TOWN MANAGER COMMENTS:

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

Michael Renshaw

Town Manager

12/10/2024

Date

**Fiscal Year 2025
Tax Classification Hearing Notice**

The Falmouth Select Board will hold a public hearing on Monday, December 16, 2024 at 6:45 p.m. in the Select Board meeting room, Town Hall, 59 Town Hall Square, Falmouth, MA.

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

Per order of the Select Board

Publication date: Tuesday, December 2, 2024; Town website.



TOWN OF FALMOUTH ASSESSING DEPARTMENT

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

December 16, 2024

Select Board
Fiscal Year 2025 Classification Hearing

Dear Board,

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

The Department of Revenue has certified the FY25 values for Falmouth.

Included in your packet are the following:

Classification Options, LA4, which indicates the total value by class of all parcels in Falmouth. Property Tax Relief and Values Past.

I am always available for any questions you may have.

Thank you.

Trisha Favulli
Director of Assessing
Trisha.favulli@falmouthma.gov
508-495-7377



TOWN OF FALMOUTH ASSESSING DEPARTMENT

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

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

- (A) Residential Factor of 1 where all classes of property are taxed at the same rate. Adopting a Residential Factor of 1 - (A) With this option, all properties would be taxed at one rate. If the Town wishes to maintain a single tax rate for all classes – and thereby keep each class at 100% of its full value tax share – the vote should be to adopt a Residential Factor of 1. **A SINGLE TAX RATE WOULD BE VOTED AT \$5.87 THE BOARD OF ASSESSORS RECOMMENDS A RESIDENTIAL FACTOR OF 1.** Median single-family value FY25 is \$747,700, an increase of 10% from FY24 value of \$673,900. FY25 median tax bill of \$4,388 FY24 median tax bill was \$4,232. An increase of \$65.
- (B) Small Business Exemption (MGL 59:51) Small Business Exemption is granted to businesses with fewer than 10 employees. Many small businesses are not property owners, this shifts the higher tax to the commercial and Industrial properties. Many of the small businesses rent from Commercial and Industrial, accepting this will pass the higher rate to the tenants through their leases. **THE BOARD OF ASSESSORS RECOMMENDS NOT ADOPTING A SMALL COMMERCIAL EXEMPTION**
- (C) Open Space Exemption (MGL 59:2A) Falmouth currently discounts open space at the rate of an unbuildable parcel. We have 304 parcels of open space. Open space is typically part of a subdivision layout with use limited to the association members of the subdivision. It is kept in an undeveloped state. **THE BOARD OF ASSESSORS RECOMMENDS NOT ADOPTING An OPEN SPACE EXEMPTION**
- (D) Residential exemption (MGL 59:5C) adopting a Residential Exemption shifts the residential discount to a higher tax. This affects many homeowners in homes valued at a higher assessed value. For FY25 Falmouth has an estimated 10,000 potentially eligible properties out of 21,000 improved residential properties and the result of the adoption would be a higher tax rate for all residential properties and a deduction from every qualified property's value calculated at a higher rate. Applications are required for eligibility, including address

verification using tax returns, burden of proof is on taxpayers. Increased taxes for Non Residence and rental property. Non-Residents already pay an additional Personal Property tax of 1 to 2 percent of building value. Additional Overlay is required. **THE BOARD OF ASSESSORS RECOMMENDS NOT ADOPTING A RESIDENTIAL EXEMPTI**

(E) Adoption of a Split Tax Rate using a residential factor of less than 1. DOR recommends that the percentage of CIP should be above 25%, we are at 6.82%. THE BOARD OF ASSESSORS RECOMMENDS A RESIDENTIAL FACTOR OF 1, NO SPLIT TAX RATE

EFFECT OF THE SHIFT

EFFECT OF SHIFT AT 150%

Class	% of Total	Value	Factor of 1		Shift	Tax Rate
Commercial	4.40%	968,511,943	5.87	X	150%	12.89
Industrial	0.61%	135,144,700	5.87	X	150%	12.89
Personal Property	1.81%	397,629,740	5.87	X	150%	12.89
Residential	93.15%	20,481,865,725	5.87	X	96%	8.22
Open Space	0.02%	4,504,500				
TOTAL	100.00%	21,987,656,608				
<hr/>						
Total at factor of 1		21,987,656,608	5.87			\$129,067,544,288.96

EFFECT OF SHIFT AT 150% ON TAXPAYER WITH \$747,700 PROPERTY VALUE

CIP Classes	Tax at Single Rate	Rate	Classified	Change
747,700	5.87	4,388	9,637	\$5,249
Residential	Tax at Single Rate	Rate	Classified	Change
747,700	5.87	4,388	6,146	\$1,758

Board of Assessors Action

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

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

PROPOSED MOTION FOR SELECT BOARD

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

ASSESSMENT/CLASSIFICATION REPORT as of January 1, 2024
Fiscal Year 2025

Property Type	Parcel Count	Class1 Residential	Class2 Open Space	Class3 Commercial	Class4 Industrial	Class5 Pers Prop
101	18,652	18,162,013,250				
102	1,505	818,099,100				
MISC 103,109	274	544,315,700				
104	318	302,883,900				
105	41	32,276,900				
111-125	68	144,352,800				
130-32,106	1,617	374,096,300				
200-231	304		4,504,500			
300-393	640			815,549,700		
400-442	138				117,981,300	
450-452	2				16,646,400	
CH 61 LAND	0	2	0	4,079		
CH 61A LAND	20	15	0	385,703		
CH 61B LAND	11	6	0	10,555,436		
012-043	157	103,827,775	0	142,017,025	517,000	
501	8,389					104,558,610
502	352					23,586,400
503	0					0
504	2					244,542,790
505	5					10,091,800
506	0					0
508	3					4,158,140
550-552	1					10,692,000
TOTALS	32,522	20,481,865,725	4,504,500	968,511,943	135,144,700	397,629,740
Real and Personal Property Total Value						21,987,656,608
Exempt Parcel Count & Value						1,170 1,933,760,311

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

Signatures

Board of Assessors

Patricia Favulli, Director, Falmouth, trisha.favulli@falmouthma.gov 508-495-7377 | 12/4/2024 3:11 PM

Comment: Signed on behalf of the Board of Assessors

ASSESSMENT/CLASSIFICATION REPORT as of January 1, 2024
Fiscal Year 2025

Comments

No comments to display.

Documents

Documents have been uploaded.

Property Tax Relief

The Town provides a few property tax relief programs for qualified homeowners. These programs are provided through the State and require certain requirements to receive the exemptions. These programs include exemptions and deferrals.

A personal exemption releases a taxpayer from an obligation to pay all or a portion of the taxes assessed on a property.

Taxpayers over the age of 65 may participate on the program. Disabled veterans, blind and widows, widowers have no age requirement.

Falmouth increased the amount that is granted for elderly and blind and lowered the age requirement at our November 2023 Town Meeting.

The Board of Assessors has written an April 2025 Town Meeting Article to adopt a local option to grant a higher amount for all our disabled Veterans.

For information on these exemptions please call the Assessors Office 508-495-7380

Values past and present

Tax rates past and present

VALUES	2025	2024	2023	2022
TAX RATE	5.87	6.28	6.92	8.05
RESIDENTIAL	20,481,865,725	18,484,959,737	15,985,752,782	13,270,394,683.00
OPEN SPACE	4,504,500	4,402,900	4,047,900	4,082,700.00
COMMERCIAL	968,511,943	908,755,561	787,964,126	702,975,407.00
INDUSTRIAL	135,144,700	124,811,100	107,516,400	99,710,000.00
PERSONAL	397,629,740	396,309,960	338,255,500	296,782,030.00
TOTAL	21,987,656,608	19,919,239,258	17,223,536,708	14,373,944,820.00
GROWTH	1,027,313	2,508,043	1,446,549	1,664,391.00

OPEN SESSION

PUBLIC HEARINGS

2. Fee Hearing – Discuss, consider and vote proposed fee changes for 2025 **(15 minutes)**



AGENDA ITEM SUMMARY SHEET

ITEM NUMBER: Public Hearing 2.

ITEM TITLE: Fee Hearing- Discuss, consider and vote proposed fee changes for 2025

MEETING DATE: 12/16/2024

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

SUBMITTED BY: Mike Renshaw, Town Manager

ATTACHMENTS: Public Hearing Notice of Fee Changes dated December 6, 2024; Current Fee Schedule effective January 1, 2024; Memoranda from departments requesting fee changes

PURPOSE:

The Select Board will first conduct a Public Hearing regarding proposed new fees for 2025.

Following the hearing, the Select Board will deliberate and potentially vote to approve and adopt the 2025 fee changes as presented by the respective departments.

BACKGROUND/SUMMARY:

- Toward the end of each calendar year, Town departments are directed to review their existing fee schedules and analyze whether the fees are adequate or if they need to be adjusted.
- The results of the departmental reviews and subsequent fee revision requests are then published in the local paper as a Public Hearing Notice, with a side-by-side comparison of present fees alongside any new proposed fee.

- The attached Public Hearing Notice, which lists proposed fee revisions from Beach Department, Department of Public Works (Waste Management and Water), Health Department, and Inspectional Services/Building Department, was published in the Enterprise on December 6, 2024.
- Following the public hearing, and if approved and adopted by the Select Board, the new fee schedule will be effective on January 1, 2025.

DEPARTMENT RECOMMENDATION:

Following the Public Hearing, the Town Manager is recommending that the Select Board approve and adopt the 2025 fee changes as presented.

OPTIONS:

- Motion to approve and adopt the 2025 revised fees as presented.
- Motion to deny approval and adoption of the 2025 revised fees 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:

Following the Public Hearing, the Town Manager is recommending that the Select Board approve and adopt the 2025 fee changes as presented.

Michael Renshaw

Town Manager

12/9/2024

Date

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

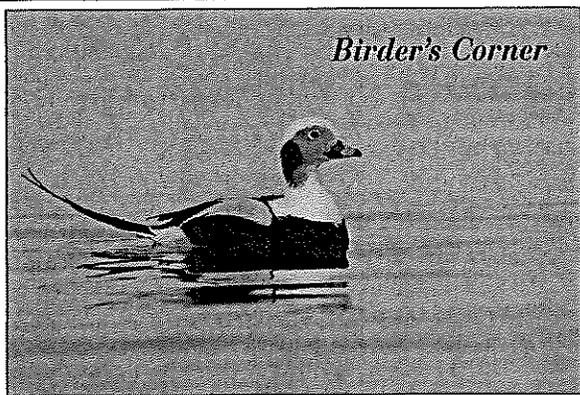
As provided under Chapter 119, of the Code of Falmouth, a Public Hearing will be held in the Select Board Meeting Room, Falmouth Town Hall on **MONDAY, DECEMBER 16, 2024** at 6:45 PM to establish and promulgate fees, which are **EFFECTIVE AS OF JANUARY 1, 2025** to be charged by Town Departments and agencies, except as provided by M.G.L., School Department, Planning Board, Library, Town Clerk, Town Treasurer and Collector of Taxes.

The proposed changes in fees are listed below:

Nancy Robbins Taylor, Chair
SELECT BOARD

<u>DEPARTMENT</u>	<u>PRESENT FEE</u>	<u>PROPOSED FEE</u>
<u>BEACH DEPARTMENT</u>		
<u>ANNUAL STICKER FEE</u>		
Resident/Taxpayer Sticker (on-line orders <u>before</u> April 15)	\$40.00	\$40.00
Resident/Taxpayer Sticker (on-line orders <u>after</u> April 15)	\$40.00	\$45.00
Resident/Taxpayer Sticker (mail-in and in-person transactions)	\$45.00	\$50.00
Resident/Voter Sticker	\$100.00	Delete
Employee Non-Resident Sticker	\$40.00	\$45.00
Military & Timesharing/Interval Ownership Sticker	\$40.00	\$45.00
<u>SWIMMING LESSON FEES</u>		
Family Cap	\$15.00	\$10.00
Lifeguard Training	\$100.00	\$175.00
<u>DEPARTMENT OF PUBLIC WORKS</u>		
<u>WASTE MANAGEMENT/COMPOST FACILITY PERMITS</u>		
<u>PERMIT STICKERS</u>		
Resident & Taxpayer Auto, Vans, Pickups to ¾ Ton (on-line orders)	\$40.00	\$40.00
Resident & Taxpayer Auto, Vans, Pickups to ¾ Ton (mail in and in person Transactions)	\$40.00	\$45.00
<u>PERMIT STICKERS</u>		
COMBINED WASTE MANAGEMENT / COMPOST FACILITY STICKER		
Resident & Taxpayer Auto, Vans, Pickups to ¾ Ton	\$40.00/year	\$40.00/year
One Ton Truck	\$140.00/year	\$140.00/year
Resident & Taxpayer Auto, Vans, Pickups to ¾ Ton, Single Trip Pass	\$10.00/trip	\$10.00/trip
NOTE: \$10 Single Trip Pass not valid for mattresses, white goods, tires, propane tanks, electronic waste, and demolition.		
Utility Trailer permitted with Sticker Fee, except demolition loads.		
<u>COMPOST FACILITY</u>		
Resident & Taxpayer Auto, Vans, Pickups to ¾ Ton		
Utility Trailer permitted with Sticker Fee		
No dump trucks, dump trailers, or stake body trucks allowed.		
<u>MATTRESSES AND BOX SPRINGS</u>		
Bulky items (mattresses, box springs, sofas, upholstered chairs)	\$35.00	\$50.00 each
<u>ELECTRONIC WASTE</u>		
Computers, monitors, CRT screens, TV's, etc.	\$20.00	\$25.00 each
<u>WATER DEPARTMENT</u>		
<u>TAPPING CHARGES</u>		
6" Tap	\$3,800.00	Delete
8" Tap	\$3,800.00	Delete
Tapping Charges Additional (fee per foot over 40')	\$45.00/foot	Delete
<u>SERVICE INSTALLATION FEES</u>		
1" Tap and Service	\$2,800.00	\$2,875.00
2" Tap and Service	\$3,200.00	\$3,275.00
1" Meter Pit	\$1,300.00	Delete
2" Meter Pit	\$5,500.00	Delete

<u>CLOSING/TRANSFER FEE</u>	\$70.00	\$75.00
<u>METER FEES</u>		
5/8" Meter	\$550.00	\$600.00
1" Meter	\$720.00	\$750.00
Labor and administrative fees	\$65.00	\$75.00
<u>FIRE HYDRANT USE</u>		
Weekly charge – 5/8" meter	\$80.00	\$100.00
Weekly charge – 2" meter	\$150.00	\$200.00
Opening/closing fire hydrant (after hours)	\$150.00	\$200.00
<u>LEGAL/WATER MAIN AGREEMENTS</u>		
Water Main Agreements	\$300.00	\$500.00
<u>WATER MAIN EXTENSION</u>		
Application per connection	\$600.00	\$750.00
<u>CROSS CONNECTIONS</u>		
Cost of test plus a \$10.00 administrative fee per test per device	\$10.00	\$25.00
Facility survey, per hour charge (1 hour minimum)	\$140.00	\$200.00
HEALTH DEPARTMENT	PRESENT FEE	PROPOSED FEE
<u>DISPOSAL WORKS CONSTRUCTION AND MAINTENANCE PERMITS</u>		
Replacement of individual non-leaching system components (septic tank, distribution box, piping)	\$50.00	\$75.00
Operators of I/A systems	None	\$50.00
<u>FOOD SERVICE PERMITS</u>		
Annual or Seasonal Food Service Permit – Fewer than 50 Seats	\$150.00	\$175.00
Annual or Seasonal Food Service Permit – More than 50 Seats	\$200.00	\$225.00
Catering	\$100.00	\$125.00
Continental Breakfast and Bed & Breakfast Establishments	\$25.00	\$35.00
Residential Kitchen Permit	\$25.00	\$35.00
<u>MOBILE/TEMPORARY FOOD PERMITS</u>		
Mobile Offering Pre-Packaged Foods, Frozen Novelties and Non-Potentially Hazardous Foods (non-TCS)	\$25.00	\$35.00
<u>OTHER PERMITS</u>		
Body Art Establishment	\$100.00	\$200.00
Body Art Practitioner	\$50.00	\$100.00
Recreational Camp Permit	\$75.00	\$100.00
Rental Permit, 1 st unit	\$50.00	\$100.00
Semi-Public Beach Permit	\$10.00	\$15.00
INSPECTIONAL SERVICES DEPARTMENT	PRESENT FEE	PROPOSED FEE
<u>NEW RESIDENTIAL AND COMMERCIAL CONSTRUCTION</u>		
Residential, Hotel, Motel, Storage, etc. - \$8.00 per thousand,	\$50.00 min.	\$100.00 min.
<u>MISCELLANEOUS COMMERCIAL</u>		
Carnival, Concession, Fair Inspections	None	\$300.00/day
<u>ALTERATIONS/ADDITIONS FOR RESIDENTIAL AND COMMERCIAL CONSTRUCTION</u>		
Alterations - \$8.00 per thousand,	\$50.00 min.	\$100.00 min.
Certificate of Inspection Late Fee (after expiration date)	None	\$50.00
Commercial U&O/Change of Use	\$50.00	\$100.00
<u>ELECTRICAL FEES</u>		
Residential:		
Audio and video work	None	\$75.00
Commercial:		
Audio and video work	None	\$100.00
SELECT BOARD	PRESENT FEE	PROPOSED FEE
<u>ADVERTISING FEES</u>		
Shade Tree	\$35.00	Actual cost of newspaper advertisement



Birder's Corner

CRAIG GIBSON

Long-tailed ducks wintering around Buzzards Bay follow a daily rhythm of deep diving for food, socializing, resting and roosting, adapting to ever changing marine conditions and seasonal challenges. This male was recently seen cruising near shore in outer Quisset Harbor. Go to falmouthbirds.com for more information.

Winter Waterfowl Survey Planned For Saturday

Residents are invited to help with the Cape Cod Bird Club's annual winter waterfowl survey on Saturday from 9 AM to noon. The 300 Committee Land Trust is assembling a team to count birds in the ponds in West and North Falmouth. No

prior birding experience is necessary.

Bird counters will gather in the parking lot behind the West Falmouth Post Office at 9 AM and from there carpool to several ponds in West and North Falmouth. This is an

opportunity to socialize, see local ponds and make a contribution as citizen scientists.

Driving rain or blizzard conditions will cancel the count. Residents with questions can contact Molly Cornell at 508-274-8843.

Committee Told To Take Another Crack At Plastic Reg

By KATIE NELSON

The plastic reduction advisory committee's draft of regulations to reduce single-use plastics at food establishments would benefit from using more specific language, said health board member George P. Topulos.

The advisory committee was formed after a petition to ban single-use plastics in food service establishments failed at the 2023 April Town Meeting. Since then, the advisory committee has been at work, holding listening sessions with local business owners, and drafting rules and regulations to reduce single-use plastics where food is served and sold.

Philip A. Gessen represented the plastic reduction advisory committee at this week's board of health meeting. He was there to present edits and suggestions received from town counsel.

Mr. Gessen said that the preamble will be worked on and language

throughout the document will be tweaked prior to the spring Town Meeting. Dr. Topulos said phrases like "undue financial hardship," "feasible" and "due diligence" were tricky, due to the lack of specificity.

"If you go to a barber, you get a haircut," Dr. Topulos said, "if you go to town counsel, you get legal language."

Board member George Heufelder said that section "E" on variances impeded the board's ability to grant a variance and put a heavy burden on the board. The current draft states that the board of health must not grant a variance unless the applicant has provided the board with reliable evidence to support they have done research and due diligence that prove enforcement of the regulations would cause an undue hardship.

In order to use single-use products in food establishments, businesses would need to prove that

purchasing compostable or recyclable items like cups, straws, take-out containers and utensils would be not feasible for their business and would cause undue financial strain. If the health inspector finds that purchasing or implementing appropriate products are not feasible, the business could request a variance from the board of health.

Compostable and recyclable products and technology are improving and changing daily, said Stephen H. Vannerson, local business owner and member of the advisory committee. Mr. Vannerson added that the language is difficult to nail down because of these rapid changes.

The board asked that the plastic reduction advisory committee clean up the language and come back to discuss the changes made before taking the draft to town counsel.

"We need at least another crack at it," Health Agent Scott McCann said.

Work Begins Redesigning Boat Ramps To Reduce Runoff

By TAYLOR FRUZZETTI

Stormwater runoff is a big source of pollution in fresh- and saltwater bodies, flushing animal waste, motor oil, road salt, and other contaminants into the sensitive estuaries. But pollution are in the works for many towns across the Cape, including in the four Upper Cape towns.

Stormwater cleanup efforts like those underway near boat ramps on Scargo Lake in Dennis are planned for the Upper Cape in the near future, with similar projects already in varying states of readiness.

The Horsley Witten Group and the Association to Preserve Cape Cod (APCC) have been working to identify 20 priority sites across the Cape that could benefit from green infrastructure stormwater management systems including sites in Falmouth, Mashpee, Bourne and Sandwich.

"We tried to prioritize places where we see direct discharge with little to no treatment," said April L. Wobst, APCC restoration program manager.

Two sites in Dennis, the Dr. Lords Road South and Scargo Lake landing sites, are the first of the identified priority sites to get to the construction phase. The Dr. Lords Road site is further along in the construction process than the other Scargo Lake site.

"This parking lot is very important to the town because it is a very well-loved and -used site," said Horsley Witten Group senior engineer Gemma L. Kille as she stood on the parking lot of the Dr. Lords Road site. "So we didn't want to reduce the amount of pavement here, so instead what we came up with in terms of the design was to replace the existing impervious pavement with a porous pavement."

The porous asphalt allows rainwater to soak into the ground rather than run off into the lake.

Ms. Kille said layers of gravel and sand lie beneath the binder course of the porous pavement.

"As water falls on this pavement, it is going to trickle down and be filtered through those layers of gravel and sand where those pollutants are captured," she said.

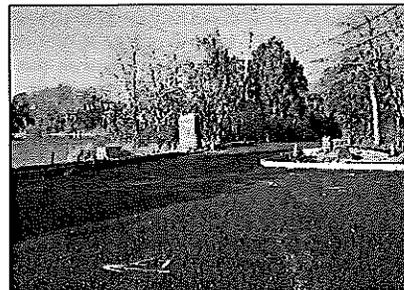
A bioretention area is also being constructed at the entrance of the Dr. Lords Road landing site parking lot. Ms. Wobst likened the bioretention area to a rain garden. "The idea is to provide a place, somewhat more manufactured, that mimics nature to allow that water to not just wash away but slowly soak in, infiltrate and be treated," Ms. Wobst said.

Native plantings will also be used throughout the site and along the shoreline to remove excess nutrients and enhance the habitat.



TAYLOR FRUZZETT/ENTERPRISE

The bioretention area at the entrance of the parking lot of the Dr. Lords Road site in Dennis



TAYLOR FRUZZETT/ENTERPRISE

The parking lot now has porous pavement.

"The design is a very complete and thoughtful design for the site; it doesn't look substantially different than what was here, but it is a substantial improvement," said Chris S. Wickson, Town of Dennis civil engineer.

Although none of the identified sites in Falmouth, Mashpee, Bourne or Sandwich have made it to the construction phase yet, progress is inching along.

"The design for the Mashpee Wakeby Pond site has been completed, but the town, the state and APCC have been working to secure funding for possible construction next year.

The design for the site on Electric Avenue in Bourne has been advanced through permitting with plans to use the next round of funding to finalize the project design.

Two sites have been identified in Falmouth as priority areas: Waquoit Landing and Ashumet Pond. Ms. Wobst said the design for

the Waquoit Landing site is 25 percent completed and has not advanced through permitting yet. Permitting has been completed for the Ashumet Pond site, and Ms. Wobst said the town and APCC have been working to obtain additional funding from the state.

Permitting for Oakcrest Cove in Sandwich has been completed, but Ms. Wobst said additional funding is needed to finalize the design.

The green infrastructure designs at each of the sites might look different to address the specific needs of each location and environment.

"All sites are different in terms of existing limitations, constraints and opportunities," Ms. Kille said.

Construction for the Dr. Lords Road Landing is expected to be completed in spring.

"In the next two to three years I can imagine us seeing the next two to four sites getting to construction," Ms. Wobst said.

Mini-Concert Tonight At Waquoit Church

The interior holiday lights in the Waquoit Congregational Church have dazzled many people who've driven by the sanctuary during the evening hours; experiencing them from the inside is even more impressive.

This year, the church offers a 20-minute mini-concert tonight at 6 PM to allow the public to come into the church and enjoy the interior lights while listening to two carols performed by Lizzie Raider.

Ms. Raider, a Waquoit resident, is a musical theater veteran who recently performed in Colt Center for the Arts' production of "The Sound of Music" as Maria. The Christmas decorations in the interior of the church were designed by Derek Bowser, a landscape architect from Waquoit.

"So many people have commented on the lights at night from the outside, but wait until you see inside," said the Reverend Nell Fields, minister of the Waquoit Church. "It's a wow, wow, wow! Just the other day I was driving by the church, I saw the lights and people who stopped and they were peering inside the church through the window. And so I thought we should open it to the public in the evening so they can experience the full wow."

The Waquoit Church is located at 15 Paterson St. at the corner of Route 28 in Waquoit, East Falmouth.

For more information, contact the church office at 508-548-5269.

TOWN OF FALMOUTH SELECT BOARD PUBLIC HEARING NOTICE			
As provided under Chapter 11B of the Code of Falmouth, a Public Hearing will be held in the Select Board Meeting Room, Falmouth Town Hall on MONDAY, DECEMBER 16, 2024 at 6:45 PM to establish and promulgate fees, which are EFFECTIVE AS OF JANUARY 1, 2025 to be charged by Town Departments and Agencies, except as provided by MGL, School Department, Planning Board, Library, Town Clerk, Town Treasurer and Collector of Taxes.			
The proposed changes in fees are listed below:			
Nancy Robbins Taylor, Chair SELECT BOARD			
DEPARTMENT	PRESENT FEE	PROPOSED FEE	
BEACH DEPARTMENT			
ANNUAL SIGNATURE			
Resident & Tripayer Signer (on-line orders before April 15)	\$40.00	\$40.00	
Resident & Tripayer Signer (on-line orders after April 15)	\$40.00	\$41.00	
Resident & Tripayer Signer (mail-in and in-person transactions)	\$41.00	\$50.00	
Resident & Non-Resident Signer	\$10.00	Delete	
Employee Non-Resident Signer	\$40.00	\$43.00	
Military & Traveling/Seasonal Ownership Signer	\$40.00	\$45.00	
ADDITIONAL FEES			
Family Cap	\$15.00	\$10.00	
Lifeguard Training	\$100.00	\$175.00	
DEPARTMENT OF PUBLIC WORKS			
WASTE MANAGEMENT/COMPOST FACILITY PERMITS			
PERMIT LICENSES			
Resident & Tripayer Auto, Van, Pickups to N. Ton (on-line orders)	\$43.00	\$43.00	
Resident & Tripayer Auto, Van, Pickups to N. Ton (mail-in and in-person transactions)	\$43.00	\$45.00	
PERMIT LICENSES			
COMPOST FACILITY WASTE MANAGEMENT/COMPOST FACILITY SIGNER			
Resident & Tripayer Auto, Van, Pickups to N. Ton	\$40.00/year	\$40.00/year	
One Ton Truck	\$140.00/year	\$140.00/year	
Resident & Tripayer Auto, Van, Pickups to N. Ton, Single Trip Pass	\$10.00/trip	\$10.00/trip	
NOTE: 1) Single Trip Pass not valid for motor, propane tanks, electric waste, and demolition.			
Utility Barges permitted with Signer Fee, except demolition loads.			
COMPOST FACILITY			
Resident & Tripayer Auto, Van, Pickups to N. Ton			
Utility Trailer permitted with Signer Fee			
No dump trucks, dump to bed, or stake body trucks allowed			
MATERIALS AND/OR SUPPLIES			
Bulky items (mattresses, box springs, sofas, upholstered chairs)	\$33.00	\$50.00 each	
ELECTRONIC WASTE	\$20.00	\$25.00 each	
Computers, monitors, CRT screens, TV's, etc.			
WATER DEPARTMENT			
ISSUING CHARGES			
6" Tap	\$3,800.00	Delete	
8" Tap	\$3,800.00	Delete	
Tapping Charges Additional (fee per foot over 40')	\$45.00/foot	Delete	
ISSUING CHARGES			
1" Tap and Service	\$2,800.00	\$2,875.00	
2" Tap and Service	\$3,200.00	\$3,275.00	
1" Meter Fit	\$1,200.00	Delete	
2" Meter Fit	\$5,200.00	Delete	
CLOSING/TRANSFER FEE			
METER FEES			
6" Meter	\$500.00	\$600.00	
1" Meter	\$750.00	\$750.00	
1" Meter and administrative fees	\$65.00	\$75.00	
EROSION CONTROL			
Weekly charge - 50' meter	\$80.00	\$100.00	
Weekly charge - 2' meter	\$150.00	\$200.00	
Opening/closing Free hydro (after hours)	\$150.00	\$150.00	
LEGAL/UTILITY AGREEMENTS			
Water Main Agreement	\$300.00	\$500.00	
WATER MAIN EXTENSION			
Application per connection	\$600.00	\$750.00	
SEWER CHARGES			
Cost of test plus a \$100 administrative fee per test per device	\$100.00	\$25.00	
Fly survey, per hour charge (1 hour minimum)	\$140.00	\$200.00	
HEALTH DEPARTMENT			
DISPOSAL WORKS CONSTRUCTION AND MAINTENANCE PERMITS			
Replacement of individual non-leaching system components (logic tank, distribution box, piping)	\$50.00	\$75.00	
Operators of VA systems	None	\$50.00	
FOOD SERVICE PERMITS			
Annual or Seasonal Food Service Permit - Fewer than 50 Seats	\$150.00	\$175.00	
Annual or Seasonal Food Service Permit - More than 50 Seats	\$200.00	\$225.00	
Catering	\$100.00	\$125.00	
Conventional Breakfast and Bed & Breakfast Establishments	\$25.00	\$35.00	
Residential Food Service	\$25.00	\$35.00	
MOBILE/TEMPORARY FOOD PERMITS			
Mobile Offering Pre-Packaged Foods, Frozen Treats and Non-Potentially Hazardous Foods (non-PC)	\$25.00	\$35.00	
OTHER PERMITS			
Body Art Establishment	\$100.00	\$200.00	
Body Art Practitioner	\$50.00	\$100.00	
Recreational Camp Permit	\$25.00	\$100.00	
Permit, Permit, 1st Unit	\$50.00	\$100.00	
Sanctuary Beach Permit	\$10.00	\$15.00	
INSPECTIONAL SERVICES DEPARTMENT			
NEW RESIDENTIAL AND COMMERCIAL CONSTRUCTION			
Residential, Hotel, Motel, Storage, etc. - \$8.00 per thousand	\$50.00 min.	\$100.00 min.	
RECREATION/CONCESSION			
Carnival, Concession, Fair Inspections	None	\$500.00/day	
ALTERATIONS/ADDITIONS FOR RESIDENTIAL AND COMMERCIAL CONSTRUCTION			
Alterations - \$8.00 per thousand	\$50.00 min.	\$100.00 min.	
Certificate of Inspection Late Fee (after expiration date)	\$25.00	\$50.00	
Commercial USO Change of Use	\$50.00	\$100.00	
ELECTRICAL FEES			
Residential	None	\$75.00	
Audio and video work	None	\$100.00	
Commercial	None	\$100.00	
Audio and video work	None	\$100.00	
SELECT BOARD			
ADJUSTING FEES			
Stake Fee	\$15.00	Act. at cost of newspaper advertisement	

Approved fees for 2024

December 16, 2024

TOWN OF FALMOUTH
Approved Fee Schedule – Effective January 1, 2024

At Public Hearings held on December 4, 2023 and January 29, 2024*, and October 7, 2024** the following Fee Schedules were voted by the Select Board as provided under Chapter 119, §2 of the Code of Falmouth.

BEACH

ANNUAL STICKER FEES

Replacement Sticker	\$10.00
Resident/Taxpayer Sticker (on-line orders)	\$40.00
Resident/Taxpayer Sticker (mail-in and in-person transactions)	\$45.00
Resident/Voter Sticker	\$100.00
Employee Non-Resident Sticker	\$40.00
Seasonal Non-Resident (In-Town) Sticker	\$275.00
Seasonal Non-Resident (Out-of-Town) Sticker	\$375.00
One-Week Non-Resident Sticker	\$80.00
Two-Week Non-Resident Sticker	\$130.00
Three-Week Non-Resident Sticker	\$175.00
Four-Week Non-Resident Sticker	\$225.00
Military & Timesharing/Interval Ownership Sticker	\$40.00

DAILY PARKING FEES

Old Silver Beach	\$30.00
Surf Drive Beach	\$20.00
Mill Road Extension of Surf Drive	\$20.00
Menauhant Beach (East)	\$20.00
Hotel/Motel Ticket	\$15.00
<i>Motorcycles pay the same as any motor vehicle</i>	

SWIMMING LESSONS FEES

Per Child	\$5.00
Family Cap	\$15.00
Lifeguard Training	\$100.00

RENTALS/LEASES OF SITES

Special Use of Public Beach Property	\$200.00/day
--------------------------------------	--------------

BOARD OF ASSESSORS

Copies of Deeds (per sheet)	\$1.00
Copies of Certified Abutters List	\$25.00
Full Copy of Database	\$50.00

CONSERVATION COMMISSION

Administrative Review	\$50.00
Request for Determination of Application (RDA)	\$100.00 + \$16.00* = \$116.00
RDA resource area confirmation	\$250.00 + \$16.00* = \$266.00
Notice of Intent (NOI):	
Category 1 (single family – additions, pools, etc.)	\$100.00 + \$16.00* = \$116.00
Category 1(a) (single family/accessory structure – construction, including raze/rebuild)	\$200.00 + \$16.00* = \$216.00

Category 2 (commercial, invasive species removal, restoration, other Conservation)	\$300.00 + \$16.00* = \$316.00
Category 3 (coastal projects, docks, dredging, seawalls, revetments, beach nourishment)	\$550.00 + \$16.00* = \$566.00
Category 4 (road crossing)	\$450.00 + \$16.00* = \$466.00
Category 5 (all others not listed above)	\$2.50/linear ft.

Review of revised plans	\$75.00
Amended Order of Conditions	\$100.00 + \$16.00* = \$116.00
Permit Extensions	\$100.00
Certificate of Compliance:	
First Request	\$50.00
Second Request	\$100.00
Third Request (and any additional requests)	\$150.00
ANRAD	\$2.00/linear ft.
*Advertising Fee	\$16.00

Note: Double filing fee charged for work done prior to a permit being issued.

**DEPARTMENT OF PUBLIC WORKS
PARKS DEPARTMENT AND TREE WARDEN**

Memorial bench application fee (successful applicants)	\$50.00
Sale of timber	Based on "Southern New England Stumpage Price Survey Results"

**DEPARTMENT OF PUBLIC WORKS
WASTE MANAGEMENT FACILITY PERMITS**

PERMIT STICKERS

Resident & Taxpayer Auto, Vans, Pickups to ¾ Ton	\$40.00/year
One Ton Truck	\$140.00
Resident & Taxpayer Auto, Vans, Pickups to ¾ Ton, Single Trip Pass	\$10.00
NOTE: \$10 Single Trip Pass not valid for mattresses, white goods, tires, propane tanks, electronic waste, and demolition.	
Utility Trailer permitted with Sticker Fee, except demolition loads.	

SWAP SHOP STICKERS

Resident & Taxpayer	\$10.00
---------------------	---------

DEMOLITION (including carpets)

Demolition (3 barrel limit)	\$10.00/barrel
Pick-up Truck or Utility Trailer	\$220.00 per load
Large Utility Trailer (4' x 8' bed)	\$280.00 per load
Single Axle Six Wheel, One Ton Truck	\$400.00 per load

TIRES

Tires up to 17" rim diameter, \$5.00 per tire. Tires over 17" rim diameter up to 26" diameter, \$15.00 per tire. Charges apply to all users.

WHITE GOODS

White goods (major appliances), \$30.00 each per appliance for commercial users, and \$20.00 each per appliance charges for residents. White goods from out of town are prohibited.

MATTRESSES AND BOX SPRINGS

Bulky items (mattresses, box springs, sofas, upholstered chairs) \$35.00 each

ELECTRONIC WASTE

Computers, monitors, CRT screens, TV's, etc. \$20.00 each

PROPANE TANKS

\$15.00 per tank (40 lb. tank maximum)

MUNICIPAL SOLID WASTE (TRASH) / RECYCLING

\$2.50/bag (30 gal.)

**DEPARTMENT OF PUBLIC WORKS
WASTEWATER SYSTEM**

APPLICATION FEE

Applies to all requests for connections and connection modifications (in filling).

Single Family Residential	\$100.00
Multi-Family Residential	# units x \$100.00
Commercial/Industrial	\$400.00
Tapping Fee (collection sewers)	\$400.00
(includes saddle and labor to install (does not include excavation))	

LEGAL

Applies to any legal documents required to be completed by the Town \$300.00

SEPTAGE DISPOSAL

Applicable to septage and grease disposal at WWTF
Per 1,000 gallons \$105.00

SEPTAGE DISCHARGE PERMITS (includes discharge card) \$100.00

SEWER EXTENSION / CONNECTION AGREEMENTS

\$300.00 plus cost of recording at the BCRD.

SEWER PRIVILEGE FEE \$10.00

Per gallon/day Title 5 flow

One-time fee assessed to reflect the cost to the Town of increased wastewater flow from either (a) a property to be connected to the sewer that abuts the sewer but that was not previously connected and was not originally assessed a betterment or (b) a sewer property for which redevelopment is proposed that will increase the wastewater flow from the property. Flow (gallons per day) will be based on Title 5 factors (310 CMR 15.203) for the existing and proposed land use on the property.

**DEPARTMENT OF PUBLIC WORKS
WATER DEPARTMENT**

TAPPING CHARGES

Applicable to: 6" to 8" taps performed by Town personnel. Includes labor, class 52 ductile-iron pipes from main to curb, (1) gate valve at curb, (2) valve boxes, excavation and restoration of road surface.

NOTE: Tap sleeve, tap valve, and police to be provided by permitted.

6" Tap	\$3,800.00
8" Tap	\$3,800.00
Fee per foot over 40'	\$45.00 per foot

SERVICE INSTALLATION FEES

Applicable to: 1" and 2" service taps and service installations. Includes all costs to install service from main to curb. Meter costs separate.

1" Tap and Service	\$2,800.00
2" Tap and Service	\$3,200.00
Add \$5.00 / ft. for service over 60'	
Add \$1,300.00 for 1" meter pit	
Add \$5,500.00 for 2" meter pit	

REPLACEMENT OF BROKEN CURB STOP \$2,000.00

CLOSING/TRANSFER FEE \$70.00 per reading

METER FEES

Applicable to: all metered services.

5/8" Meter	\$550.00
1" Meter	\$720.00

Costs for all other meters (1.5", 2", 3", 4" or 6") will be determined at time of installation. Cost will be the cost of meter, meter valve, meter tail, plus \$65.00 for labor and administrative fees.

FIRE HYDRANT USE (Temporary)

Applicable to: temporary use of fire hydrants for filling pools, water tanks, construction purposes, etc.

5/8" Hydrant Meter Deposit (refundable)	\$200.00
2" Hydrant Meter Deposit (refundable)	\$600.00
Weekly Charge – 5/8" Meter	\$80.00
Weekly Charge – 2" Meter	\$150.00
Opening/Closing Hydrant (after hours)	\$150.00

Note: All water used will be charged at the current rate in effect. This is in addition to the Minimum Charge.

LEGAL / WATER MAIN AGREEMENTS

Applicable to: any legal documents required to be completed by the Town.

Water Main Agreements	\$300.00
All Other Legal Documents	\$75.00

TURN ONS / TURN OFFS

Fee per Service Call: Regular Working Hours	\$75.00
Fee per Service Call: After Hours	\$150.00

Note: If a service is turned off for a repair, and service is restored within 14 working days, no fees shall be applied.

WATER MAIN EXTENSION

Applicable to: all requests for connection to any water main installation, which is paid for by the Town and is not funded through any other means.

Per Connection	\$600.00
----------------	----------

WATER MAIN EXTENSION AGREEMENTS

\$300.00 plus cost of recording at the BCRD.

CROSS CONNECTIONS

Backflow device test:	Cost of Test plus a \$10.00 administrative fee per test per device	
Backflow device test (re-test)		\$85.00
Device plan approval (per device, includes initial test)		\$200.00
Facility survey, per hour charge (1 hour minimum)		\$140.00/hr.
Water Demand Charge		\$5.00

FIRE AND RESCUE DEPARTMENT

*AMBULANCE RATES

Basic Life Support (BLS) Base Rate	\$1,958.00
Advanced Life Support (ALS1) Base Rate	\$2,433.00
Advanced Life Support (ALS2) Base Rate	\$3,358.00
Mileage Rate	\$36.00

FIRE PREVENTION FEES

Agricultural/Commercial Brush Burning Permit (Annual)	\$50.00
Dumpster Permit & Inspection	\$25.00
Explosives Permit (Black Powder, Blasting Powder (Thirty Days)), Cannon & Mortar per Shot (Smokeless Powder)	\$25.00
Fireworks Permit Per Event	\$25.00
Flammable Storage Permit	\$25.00
Flammable Decorations Permit	\$25.00
Floor Refinishing Permit	\$25.00
Lumber Yard – New Only	\$25.00
Oil Burner Permit & Inspection	\$50.00
Liquid Propane Tank Permit, Inspection & Storage	\$75.00
Storage and Fumigation Permit	\$25.00
Hazardous Materials Processing	\$50.00
Mulch Permit	\$50.00
Energy Storage Systems, Permit and Inspection	\$50.00
Mobile and Temporary Cooking Operations, Permit and Inspection	\$50.00
Miscellaneous Permit	\$50.00

STORAGE TANKS:

Above Ground/Underground Tank Installation Permit & Inspection	\$50.00
Above Ground/Underground Tank Removal Permit & Inspection	\$50.00
Underground tank research fee 21E per request	\$25.00
Tar Kettle Permit	\$25.00
Torch or Open Flame Permit	\$25.00
Un-vented Gas Heater Permit & Inspection	\$50.00
Carbon Monoxide Alarm Installation Permit & Inspection	\$50.00

COMMERCIAL & PRIVATE FIRE ALARM SYSTEM MALFUNCTION FEES:

1 st Malfunction – Per Calendar Year	Free
2 nd Malfunction – Per Calendar Year	\$100.00

3 rd Malfunction – Per Calendar Year	\$100.00
4 th Malfunction – Per Calendar Year	\$100.00
5 th Malfunction – Per Calendar Year	\$500.00

FAILURE TO PLACE FIRE ALARM SYSTEM IN TEST MODE FEES:

1 st Incident – Per Calendar Year	Free
2 nd Incident – Per Calendar Year	\$100.00
3 rd Incident – Per Calendar Year	\$100.00
4 th Incident – Per Calendar Year	\$100.00
5 th Incident – Per Calendar Year	\$500.00

COMMERCIAL PERMITS & INSPECTION FEES:

Automatic Fire Sprinkler Testing & Flushing (per test)	\$150.00
Automatic Fire Suppression Installation Permit & Inspection	\$50.00
Conference Fee	\$25.00
Fire Alarm System Installation Permit & Inspection	\$50.00
Fire Sprinkler System Installation Permit & Inspection	\$50.00

FINAL INSPECTIONS:

Structure Size 1K to 19K	\$100.00
Structure Size 20K to 49K	\$200.00
Structure Size 50K+	\$500.00

Permit to Maintain Underground Storage Tank Facility (for 3 yrs. per station)	\$50.00
Licenses Fees	\$50.00
Registration on All Licenses per Year	\$10.00
Plan Review Fee	\$75.00
Commercial Inspections per Inspection up to 4 times a year	\$50.00

After Hours and Weekend Inspections \$225.00 per event

Commercial Re-Inspections \$100.00

SMOKE DETECTOR AND/OR CARBON MONOXIDE (CO) DETECTOR INSPECTIONS:

Single Family Dwelling Unit	\$50.00
2-Family Dwelling Unit	\$75.00
Building Structure with 6 or Fewer Dwelling Units	\$120.00
Building Structure with More than 6 Dwelling Units	\$300.00
Re-inspections	\$50.00

HEALTH DEPARTMENT

DISPOSAL WORKS CONSTRUCTION AND MAINTENANCE PERMITS

New single family residential construction and upgrades to septic systems	\$150.00
Replacement of individual non-leaching system components (septic tank, distribution box, piping)	\$50.00
Commercial and multi-family septic systems <2000 gallons per day	\$200.00
Commercial and multi-family septic systems >2000 to 5000 gallons per day	\$350.00
Commercial and multi-family septic systems >5000 gallons per day	\$500.00
Special Septic Permit Fee in Addition to Standard Fees (variance letters/trench permits)	\$25.00

Septic Installers Permits	\$100.00
Septic Pumpers Permits	\$100.00
Percolation Test	\$100.00
Title 5 Inspection Report Filing/Orders to Correct Failures	\$40.00

FOOD SERVICE PERMITS

Annual or Seasonal Food Service Permit – Fewer than 50 Seats	\$150.00
Annual or Seasonal Food Service Permit – More than 50 Seats	\$200.00
Catering	\$100.00
Continental Breakfast & Bed & Breakfast Establishments	\$25.00
Frozen Dessert Manufacturer’s Permit	\$25.00
Residential Kitchen Permit	\$25.00

MOBILE/TEMPORARY FOOD PERMITS

Mobile/Temporary Food Permit (1-4 Days)	\$25.00/day
Annual Mobile/Temporary Food Permit or 5+ days	\$150.00
Mobile Offering Pre-Packaged Foods, Frozen Novelties & Non-Potentially Hazardous Foods (non-TCS)	\$25.00

RETAIL FOOD ESTABLISHMENTS

More than 5,000 square feet retail space with potentially hazardous food preparation	\$300.00
Less than 5,000 square feet retail space with potentially hazardous food preparation	\$200.00
Retail stores offering prepackaged foods, frozen novelties and non-potentially hazardous foods only	\$50.00

Food Service Re-Inspection Fee	First: \$100.00 All subsequent: \$200.00
After Hours (Night & Weekend) Inspection Fee	\$200.00

OTHER PERMITS

Body Art Establishment	\$100.00
Body Art Practitioner	\$50.00
Recreational Camp Permit	\$75.00
Campground Permit	\$100.00
Motel Permit	\$100.00
Rental Permit, 1 st unit	\$50.00
Rental Permit, each additional unit on the property	\$25.00/each
Rental Permit, affordable units (deed restricted)	\$0
Town Contractor Obligated to Deliver Waste to Upper Cape Regional Transfer Station	\$500.00
All Other Private Rubbish Collectors of Private and Business Accounts, Including Construction and Demo Roll-Off Containers – Per Business	\$50.00
Semi-Public Beach Permit	\$10.00
Stable Permit	\$5.00/horse
Swimming Pools and Spa Permit	\$100.00
Tobacco Permit	\$100.00
Well Permit	\$50.00
Re-inspection fee for failed inspections (other than food inspections)	\$50.00

Note: Fees for activities commenced without a permit will be doubled.

HISTORICAL COMMISSION

Certificate of Non-Applicability (Administrative/Signs)	\$25.00
Certificate of Hardship	\$75.00
Certificate of Appropriateness (Renovations/Alterations)	\$75.00
Certificate of Appropriateness (New Construction/Additions)	\$200.00
Certificate of Appropriateness (Demolition)	\$200.00

INSPECTIONAL SERVICES DEPARTMENT FEES

NEW RESIDENTIAL AND COMMERCIAL CONSTRUCTION

Residential, Hotel, Motel, Storage, etc.	\$8.00/thousand*, \$50.00 min.
--	--------------------------------

ALTERATIONS/ADDITIONS FOR RESIDENTIAL AND COMMERCIAL CONSTRUCTION

After Hours and Weekend Inspection Fee (ALL PERMITS)	\$225.00/inspection
Alterations	\$8.00 per thousand*, \$50.00 min.
Certificate of Inspection	\$100.00 per establishment
Certificate of Use and Occupancy	\$25.00
Change of Use/Occupancy	\$50.00
Duplicate Permit	\$25.00
Handicapped ramp on residential property	No Fee
Re-inspection fee	\$100.00
Sheet Metal/Mechanical – Residential and Commercial	\$8.00/thousand*, \$100.00 min.
Sign Permit	\$8.00/thousand*, \$100.00 min.
Stoves (wood, coal, pellet)	\$150.00 per stove
Temporary Structure, i.e. trailer, tents, etc.	\$150.00 per unit
Tent Permit	\$150.00
Trenches	\$25.00 - \$45.00

CONSOLIDATED PERMIT (effective August 11, 2015)

Consolidated permit to include:	\$50.00
Sewer Service Permit	
Trench Permit	
Plumbing Permit	
Title 5 Septic Abandonment	
Consolidated permit as above with Electrical Permit	\$50.00

NOTE: When work is started before the issuance of a permit, the cost of the permit will be doubled.

NOTE: All permit fees paid are non-refundable.

*Based on Construction value.

PLUMBING FEES

Residential:

First fixture	\$45.00
Each additional fixture	\$12.00

Commercial:

First fixture	\$70.00
Each additional fixture	\$18.00

GAS FEES

Residential:

First appliance	\$45.00
-----------------	---------

Each additional appliance	\$12.00
<u>Commercial:</u>	
First appliance	\$70.00
Each additional appliance	\$18.00
<u>MISCELLANEOUS PLUMBING/GAS FEES:</u>	
Carnival, Concession, Fair	\$50.00/day
After Hours and Weekend Inspection Fee	\$225.00/inspection
Re-inspection fee (Plumbing and Gas)	\$100.00

ELECTRICAL FEES

Residential:

New construction	\$100.00/unit
Additions, alterations, remodeling	\$50.00
Smoke, fire and alarm systems	\$50.00
Temporary and change of service	\$50.00

Commercial:

New construction	\$175.00 plus \$25.00/each additional inspection
Additions, alterations, remodeling	\$100.00 plus \$25.00/each additional inspection
Smoke, fire and alarm systems	\$100.00
Temporary and change of service	\$100.00

MISCELLANEOUS ELECTRICAL FEES

After Hours and Weekend Inspection Fee	\$225.00/inspection
Annual maintenance fee	\$200.00
Carnival, concession, fair, etc.	\$50.00/day
Generator (Residential and Commercial)	\$100.00
Re-inspection fee	\$100.00
Solar PV Systems (Residential and Commercial)	\$10.00 per KW*, \$100.00 min./\$20,000 max.
Swimming Pools, Hot Tubs and Spas (in-ground and above ground)	\$100.00

MARINE AND ENVIRONMENTAL SERVICES DEPARTMENT
ANIMAL CONTROL

Pick-up Fee	\$25.00
Pick-up Fee, subsequent time in same calendar year	\$35.00
Care and Custody Fee	\$15.00
Care and Custody Fee, subsequent time in same calendar year	\$25.00
No. I.D. Tag or Microchip Identifying Owner	\$5.00
Dead Animal Disposal, Up to 49 Lbs.	\$25.00
Dead Animal Disposal, 50 Lbs. and Over	\$50.00

MARINE AND ENVIRONMENTAL SERVICES DEPARTMENT
HARBOR MASTER / WATERWAYS

MOORINGS

Private

14' and under	\$105.00
15' to 19'	\$110.00
20' to 28'	\$115.00
29' and over	\$45.00 +2.50/ft.
Commercial Yacht Club	\$140.00
Commercial / Boatyard	\$225.00

Demand / Late Fee	\$50.00
Mooring Tackle Removal Fee	\$100.00
Permit Reinstatement	\$50.00
Wait list application fee*	\$10.00
Wait list renewal fee, deadline March 15 th *	\$10.00
(*See chapter 269-3A (3) & (6))	
Mooring Permit Transfer/Change Fee	\$100.00
Dingy Rack	\$25.00

SLIPS / WHARFAGE

Transient Slips (per day rates):

Total number of transient slip rental nights may not exceed 30 (excludes Oct & Nov)
(30-foot minimum payment applies May through September)

April (no minimum fee required)	\$1.00/ft.
May (minimum fee is \$45.00)	\$1.50/ft.
June (minimum fee is \$60.00)	\$2.00/ft.
July & August	
All except Tide's Bulkhead (minimum fee is \$90.00)	\$3.00/ft.
Tide's Bulkhead (minimum fee is \$67.50)	\$2.25/ft.
September (minimum fee is \$45.00)	\$1.50/ft.
October & November (no minimum fee required)	\$1.00/ft.
Credit Card transient processing transaction fee	\$5.00/each
Power Charges (for transient)	
30 amp cord/110V	\$25.00/day
50 amp cord/220V	\$40.00/day
100 amp cord	\$90.00/day

Seasonal Slips (April 15th to Nov. 15th)

Wait list application fee*	\$25.00
Wait list renewal fee, deadline March 15 th *	\$25.00
(*See chapter 231-6)	

Main Marina & Davis Floating Dock Section:

Resident	\$165.00/ft.
Non-Resident	\$188.00/ft.

Charter Boat Section:

Resident	\$165.00/ft.
Non-Resident	\$188.00/ft.

Green Pond:

Resident	\$151.00/ft.
Non-Resident	\$172.00/ft.
(No parking space provided)	

Power Charges (Seasonal Slips All Areas):

30 amp/110V	\$450.00 for the season
50 amp/220V	\$1,000.00 for the season
100 amp per cord	\$2,000.00/season

Simpson's Landing (Loading and Unloading Area Only):

Contract rate (yearly)	\$1,000.00
Fueling Truck (yearly)	\$2,500.00

Tide's Bulkhead (Loading and Unloading Area):

Contract rate (yearly)	\$1,000.00
Fueling Truck (yearly)	\$2,500.00
Fueling Vessel (per event)	\$100.00
Transient Commercial Fishing (monthly)	\$250.00
*No passengers for hire	

Eel Pond Dock Outhauls:

Contract April 15 th to Nov. 15 th	\$300.00
--	----------

Great Harbor Woods Hole Commercial Fishing Dock (Year Round):

Transient Dockage / per night	\$.50/ft.–min. \$30.00/night
Annual rate for self-propelled	\$20.00 / ft. – Resident
Annual rate for self-propelled	\$40.00/ft. – Non-Resident
Loading and Unloading	\$600.00/month or \$4,500.00/yr.
Per load over one ton	\$100.00/load
3-hour tie-up (crew change, loads under one ton)	No Charge
*No passengers for hire or sailboats.	

**MARINE AND ENVIRONMENTAL SERVICES DEPARTMENT
SHELLFISHING LICENSES**

Commercial	\$300.00
Non-Resident Recreational	\$100.00
Resident/Taxpayer Recreational	\$30.00
Senior Resident	\$6.00
Replacement of Lost Permits	\$5.00

**MARINE AND ENVIRONMENTAL SERVICES DEPARTMENT
AQUACULTURE RENTAL FEES**

<u>Rented Equipment/Supplies</u>	<u>Unit</u>	<u>Fee per 1,000 Oysters Landed</u>
Upweller	Upweller	\$14.00
Field Gear	Site	\$8.00
Overwintering Facility	Tote	\$8.00
Work Float	8'x20' Float	\$9.00
Gear Storage	2,000 sq. ft. space	\$3.00
Floating Bags	Bag	\$28.00

POLICE DEPARTMENT

Vehicles for Hire

License for Each Taxi or Limo	\$25.00
Taxi, Limo Operator's Licenses	\$25.00

Fingerprint Processing Fee (State):

Manager of Alcoholic Beverage License	\$30.00
Hawker and Peddler	\$30.00
Owner or Operator of Public Conveyance	\$30.00
Dealer of Second-Hand Articles	\$30.00
Ice Cream Truck Vendor	\$30.00

Alarm Registration Fee	\$25.00
Expired inspection sticker	\$50.00
Expired/invalid registration	\$50.00

Parking

Handicapped Parking Fine	\$200.00
Overtime parking including meters (first violation)	\$20.00
Overtime parking including meters (each subsequent violation)	\$50.00
Prohibited Area (and others)	\$50.00
Within 10' of hydrant (and others)	\$50.00
Within 10' of fire station	\$50.00
Across from fire station	\$50.00
Within 20' of intersection	\$100.00
Upon crosswalk or sidewalk	\$50.00
Over 1 foot from curb	\$50.00
Wrong direction	\$50.00
Double parking	\$50.00
Improper angle	\$50.00
Across private way or drive	\$50.00
>10' unobstructed lane	\$50.00
All night parking	\$75.00
Snow removal	\$50.00
Parking with space required	\$50.00
Permit parking only (resident)	\$50.00
Loading zone	\$50.00
Fire lane	\$50.00
Woods Hole Parking Permit	\$15.00/year
Nuisance Alarm Fee (3 false alarms)	\$50.00

RECREATION DEPARTMENT

Youth Flag Football	\$30.00
Youth Soccer	\$30.00
Youth Basketball	\$30.00
Youth Baseball	\$30.00
Youth Softball	\$30.00
Youth Indoor Soccer	\$30.00
Youth Summer Playground Camp	\$150.00/2-week session 9-3 p.m. \$175.00/2-week session 9-4 p.m.
Teen Summer Camp	\$175.00/2-week session 9-3 p.m. \$190.00/2-week session 9-4 p.m.
Youth Summer Sailing	\$75.00/2-week session
Youth Golf	\$75.00
Youth Archery	\$30.00
Youth Volleyball	\$30.00
Use of Gymnasium (Non-Profit Groups)	\$50.00/hour
Use of Gymnasium (Profit Groups)	\$100.00/hour
Use of Gymnasium (All Groups Charging Admission)	\$200.00/hour
Use of Gymnasium (for instructors of any sports or exercise)	\$25.00/hour

Use of Teen Center/Gymnasium for Birthday Parties (includes staff)	\$140.00/2 hrs.
Private Camp Rate for Use of Town Fields (rate is based on camp's weekly registration fee): (Effective 7/1/05, Approved 5/23/05):	
Registration Fee \$10.00 - \$25.00	\$100.00/week
Registration Fee \$25.00 - \$50.00	\$150.00/week
Registration Fee \$50.00 - \$100.00	\$200.00/week
Registration Fee Over \$100.00	\$250.00/week
Field Use: 1-Day Field Fee (for teams not made up of 100% Falmouth residents)	\$100.00/day up to a \$500.00 maximum per season
Field Use: 1-Day Field Fee (charging admission)	\$300.00
Recreation Field Use (for Exercise Classes)	\$25.00/hour
Use of Meeting Rooms (Non-Profit Groups)	\$12.50/hour
Use of Meeting Rooms (Profit Groups)	\$25.00/hour

SEALER OF WEIGHTS AND MEASURES

<u>Balance and Scales:</u>	
Over 10,000 lbs.	\$200.00
5,000 to 10,000 lbs.	\$120.00
1,000 to 5,000 lbs.	\$100.00
100 to 1,000 lbs.	\$40.00
More than 10 lbs. less than 100 lbs.	\$35.00
10 lbs. or less	\$25.00
<u>Weights:</u>	
Avoirdupois – each	\$1.00 or \$10/set
Metric – each	\$1.00 or \$10/set
Apothecary – each	\$1.00 or \$10/set
Troy – each	\$1.00 or \$10/set
<u>Capacity Vehicle Tank Measures:</u>	
Each Indicator	\$6.00
Each 100 gals or fraction thereof	\$3.00
<u>Liquid:</u>	
One gal. or less	\$2.00
More than one gal.	\$4.00
<u>Liquid Measuring:</u>	
Inlet ½" or less – Oil, Grease	\$10.00
Inlet ½" to 1" – Gasoline/Diesel	\$40.00
<u>Inlet More Than 1":</u>	
Vehicle tank pump	\$50.00
Vehicle tank gravity	\$35.00
Bulk storage	\$40.00
Company Supplies Prover	\$25.00
<u>Pumps:</u>	
Each Stop on Pump	\$3.00

Retesting of Gas Pumps	\$40.00
<u>Other:</u>	
Taxi meters	\$40.00
Odometer, Hub odometer	\$10.00
Leather Meas. (semi-annual)	\$10.00
Fabric Measuring	\$15.00
Wire-Rope Cordage	\$15.00
Can-Bottle redeemer	\$15.00
Net weight inspection	\$5.00 / unit

Price Verification for Scanners:

<4 Scanners	\$75.00
4 – 11 Scanners	\$150.00
>11 Scanners	\$250.00

Adjustment Fee

Per Device	\$35.00
------------	---------

SELECT BOARD

ALCOHOL LICENSES

Year Round All Alcohol

Common Victualler, Inn Holder	\$1,750.00
Club	\$1,350.00
Veterans Clubs	\$675.00
Retail Package Goods Store	\$1,850.00
Druggist	\$525.00
Filing Fee	\$50.00

Year Round Wine and Malt

Common Victualler, Inn Holder	\$1,200.00
Retail Package Goods Store	\$1,150.00
Club	\$425.00
On-Premise Farmer-Brewery (49 seats or fewer)	\$400.00
(50 seats or more)	\$800.00
On-Premise Farmer-Winery (49 seats or fewer)	\$400.00
(50 seats or more)	\$800.00
Filing Fee	\$50.00

Seasonal All Alcohol

Common Victualler, Inn Holder:	
Until November 30 th	\$1,650.00
Until January 15 th	\$1,700.00
Club	\$1,275.00
Seasonal Wine Only	\$825.00
Filing Fee	\$50.00

One-Day Liquor License \$25.00/Day

Agricultural Event Liquor License for Farmer/Winery \$50.00

ENTERTAINMENT LICENSES

Non-Motorized Conveyance	\$25.00
Fortune Tellers	\$50.00
Juke Box	\$75.00
One Entertainer	\$75.00
Dancing, Band, Floor Shows, Theater, Movies	\$100.00
Movie Theater License	\$500.00
Amusement Devices (Video Games) PER MACHINE	\$100.00
Amusement Devices Seasonal (Video Games) PER MACHINE	\$75.00
Bowling Alleys 1 st Alley	\$30.00
Per Additional Alley	\$15.00
Pool Table	\$100.00
One-Day Entertainment License (Monday – Saturday)	\$25.00/day

SUNDAY ENTERTAINMENT

By Week	
Straight Sundays	\$5.00
Saturday Night – 1:00 a.m. – Plus Sunday	\$10.00
By Year	
Straight Sundays	\$75.00
Saturday Night – 1:00 a.m. – Plus Sunday	\$150.00

AUTO DEALERSHIP LICENSES

Class I	\$100.00
Class II	\$75.00
Class III	\$50.00
Junk Yard	\$25.00

VEHICLE FOR HIRE LICENSES

Taxi, Livery, Limousine	\$50.00
-------------------------	---------

OTHER LICENSES

Common Victualler	\$60.00
Lodging House License	\$35.00
Inn Holder	\$60.00
Second-Hand Dealer	\$25.00
Collection Container Permit	\$75.00
Vending Machine (Printed Matter, Per Machine)	\$25.00
Yard Sale Permit	\$10.00

FILING FEES

Wetlands, Aquaculture, Fuel Storage	\$25.00
All other licenses and permits (except as noted above)	\$10.00

ADVERTISING FEES

Wetlands, Liquor Licenses	\$50.00
Aquaculture, Fuel Storage, Shade Tree, Building Code Board of Appeals	\$35.00

**LATE FEE

For late submittal of annual renewal of all liquor licenses	\$100.00
---	----------

FINGERPRINT PROCESSING FEE (Town):

Manager of Alcoholic Beverage License	\$30.00
Owner or Operator of Public Conveyance	\$30.00
Dealer of Second-Hand Articles	\$30.00

SPECIAL EVENTS PERMIT FEES

Events of up to 49 people	\$25.00/day, including set-up days
Events of 50 or more people	\$200.00/day, including set-up days

Road Races (by distance):

Less than 5K:	Up to 49 people	\$50/day
	50 – 300 people	\$150/day
	300+ people	\$250/day

5K up to 10K:	Up to 49 people	\$150/day
	50 – 300 people	\$200/day
	300+ people	\$350/day

10K – Marathon	Up to 49 people	\$200/day
	50 – 300 people	\$250/day
	300+ people	\$450/day

Use of Town Beach and/or Parking Lot for Wedding/Ceremony, Resident \$75.00

Use of Town Beach and/or Parking Lot for Wedding/Ceremony, Non-Resident \$150.00

UTILITIES LICENSE AGREEMENTS

\$200.00 plus the cost of recording at the Barnstable Registry of Deeds (BCRD)

TAX COLLECTOR

Municipal Lien Certificates	\$75.00
Demand Fee	\$10.00

TREASURER

Checks returned for Insufficient Funds	\$25.00
--	---------

Tax Title

Properties in Foreclosure: Legal Fees: All costs incurred by the Town will be paid by the property owner prior to a Certificate of Redemption being issued by the Town Treasurer.

ZONING BOARD OF APPEALS

All Residential Special Permits/Variations/Appeals	\$200.00
Commercial Properties	\$500.00
Comprehensive Permit Application Fees:	
Non-Profit	Filing Fee \$1,000.00 + \$25.00 per unit
For Profit	Filing Fee \$2,000.00 + \$125.00 per unit
Administrative Approval	\$100.00
Amendment Fee	\$100.00

Note: Double filing fee charged for work done prior to a permit.

Beach Department

December 16, 2024

Diane Davidson

From: Maggie Clayton
Sent: Friday, September 20, 2024 1:38 PM
To: Diane Davidson
Subject: Re: Fees - Proposed Changes for 2025

Hi, Diane:

The **Beach Dept.** has 5 proposed changes for the 2025 fee schedule.

- Remove whole category "resident/voter sticker" currently set at \$100
- increase "employee non-resident sticker" from \$40 to \$45 to match the rate of in-person resident/taxpayer
- increase "Military & timesharing/interval ownership sticker" from \$40 to \$45 to match the rate of in-person resident/taxpayer
- Swimming lessons fees
 - family cap decrease from \$15 to \$10
 - Lifeguard training increase from \$100 to \$175

Please let me know if you have further questions.

Best,
~Maggie

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

TOWN OF FALMOUTH
Approved Fee Schedule – Effective January 1, 2024

At Public Hearings held on December 4, 2023 and January 29, 2024, the following Fee Schedules were voted by the Select Board as provided under Chapter 119, §2 of the Code of Falmouth.

BEACH

ANNUAL STICKER FEES

Replacement Sticker	\$10.00	
Resident/Taxpayer Sticker (on-line orders)	\$40.00	
Resident/Taxpayer Sticker (mail-in and in-person transactions)	\$45.00	
Resident/Voter Sticker	\$100.00	Delete
Employee Non-Resident Sticker	\$40.00	\$45.00
Seasonal Non-Resident (In-Town) Sticker	\$275.00	
Seasonal Non-Resident (Out-of-Town) Sticker	\$375.00	
One-Week Non-Resident Sticker	\$80.00	
Two-Week Non-Resident Sticker	\$130.00	
Three-Week Non-Resident Sticker	\$175.00	
Four-Week Non-Resident Sticker	\$225.00	
Military & Timesharing/Interval Ownership Sticker	\$40.00	\$45.00

DAILY PARKING FEES

Old Silver Beach	\$30.00
Surf Drive Beach	\$20.00
Mill Road Extension of Surf Drive	\$20.00
Menauhant Beach (East)	\$20.00
Hotel/Motel Ticket	\$15.00
<i>Motorcycles pay the same as any motor vehicle</i>	

SWIMMING LESSONS FEES

Per Child	\$5.00	
Family Cap	\$15.00	\$10.00
Lifeguard Training	\$100.00	\$175.00

RENTALS/LEASES OF SITES

Special Use of Public Beach Property	\$200.00/day
--------------------------------------	--------------

BOARD OF ASSESSORS

Copies of Deeds (per sheet)	\$1.00
Copies of Certified Abutters List	\$25.00
Full Copy of Database	\$50.00

CONSERVATION COMMISSION

Administrative Review	\$50.00
Request for Determination of Application (RDA)	\$100.00 + \$16.00* = \$116.00
RDA resource area confirmation	\$250.00 + \$16.00* = \$266.00
Notice of Intent (NOI):	
Category 1 (single family – additions, pools, etc.)	\$100.00 + \$16.00* = \$116.00
Category 1(a) (single family/accessory structure – construction, including raze/rebuild)	\$200.00 + \$16.00* = \$216.00

DPW – Waste Management Facility/Compost Facility



ITEM NUMBER: Public Hearing 2.

ITEM TITLE: 2025 Fee Changes – Waste Management Facility/Compost Facility

MEETING DATE: 12/16/2024

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

SUBMITTED BY: James Grady, Highway Superintendent / Peter McConarty, Public Works Director

ATTACHMENTS: 2025 Fee Changes – Falmouth Waste Management Facility / Compost Facility

PURPOSE:

The Falmouth Waste Management Facility & Compost Facility is looking to increase fees to fund the services we provide to the Residents of Falmouth. The rate increases are primarily due to the increased hauling and processing costs.

BACKGROUND/SUMMARY:

- Hauling and processing costs are continually increasing for many of the items accepted at the Waste Management Facility.
- Public Works is looking to keep the Cost of a permit sticker at \$40 per/year.
- The cost for many items accepted at the facility will be increased due to increased industry costs. Fee revisions are for mattresses, and electronic waste.
- Due to the services and upgrades that are continually ongoing at the Compost Facility, Public Works is seeking to change the Waste Management Facility sticker to a combined Waste Management / Compost Facility sticker. Under this new request, users of the compost facility will be required to have a dual sticker in order to enter the facility. The added sticker requirement for the Compost Facility will ensure that the facility users are Falmouth residents.

DEPARTMENT RECOMMENDATION:

The fees that we are requesting to have changed are to cover the cost of increased material costs, hauling, and processing. Public Works is requesting that these fee increases are adopted.

OPTIONS:

Briefly state the options the Select Board should consider.

There will usually be a minimum of three options:

- 1) approval of your recommended action or request;
- 2) denial of your recommended action or request;
- 3) Board defined alternative.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

FINANCE DIRECTOR COMMENTS (IF APPLICABLE):

TOWN MANAGER COMMENTS:

Town Manager

Click or tap to enter a date.

Date

TOWN OF FALMOUTH
Approved Fee Schedule – Effective January 1, 2025

DEPARTMENT OF PUBLIC WORKS
WASTE MANAGEMENT / COMPOST FACILITY PERMITS

PERMIT STICKERS

COMBINED WASTE MANAGEMENT / COMPOST FACILITY STICKER

Resident & Taxpayer Auto, Vans, Pickups to ¾ Ton	\$40.00/year
One Ton Truck	\$140.00
Resident & Taxpayer Auto, Vans, Pickups to ¾ Ton, Single Trip Pass	\$10.00

NOTE: \$10 Single Trip Pass not valid for mattresses, white goods, tires, propane tanks, electronic waste, and demolition.
Utility Trailer permitted with Sticker Fee, except demolition loads.

COMPOST FACILITY

Resident & Taxpayer Auto, Vans, Pickups to ¾ Ton
Utility Trailer permitted with Sticker Fee
No dump trucks, dump trailers, or stake body trucks allowed.

SWAP SHOP STICKERS

Resident & Taxpayer	\$10.00
---------------------	---------

DEMOLITION (including carpets)

Demolition (3 barrel limit)	\$10.00/barrel
Pick-up Truck or Utility Trailer	\$220.00 per load
Large Utility Trailer (4' x 8' bed)	\$280.00 per load
Single Axle Six Wheel, One Ton Truck	\$400.00 per load

TIRES

Tires up to 17" rim diameter, \$5.00 per tire. Tires over 17" rim diameter up to 26" diameter, \$15.00 per tire. Charges apply to all users.

WHITE GOODS

White goods (major appliances), \$30.00 each per appliance for commercial users, and \$20.00 each per appliance charges for residents. White goods from out of town are prohibited.

MATTRESSES AND BOX SPRINGS

Bulky items (mattresses, box springs, sofas, upholstered chairs)	\$35.00 \$50.00 each
--	--

ELECTRONIC WASTE

Computers, monitors, CRT screens, TV's, etc.	\$20.00 \$25.00 each
--	--

PROPANE TANKS

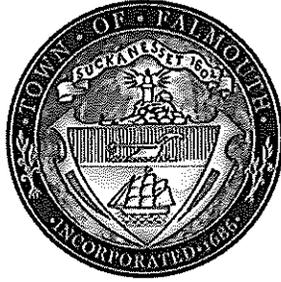
\$15.00 per tank (40 lb. tank maximum)

MUNICIPAL SOLID WASTE (TRASH) / RECYCLING

\$2.50/bag (30 gal.)

DPW – Water Department

December 16, 2024



ITEM NUMBER: Public Hearing 2.
ITEM TITLE: 2025 Fee Changes – Water Department
MEETING DATE: 12/16/2024
WORK SESSION **REGULAR MEETING** **PUBLIC HEARING**
SUBMITTED BY: Matt Lanen
ATTACHMENTS: 2025 Fee Changes – Falmouth Water Department

PURPOSE:

The Falmouth Water Department has requested to increase some of the many fees for the services we provide to the Town of Falmouth. The rate increases are primarily due to the increased labor costs and the cost for brass materials.

BACKGROUND/SUMMARY:

- DPW Union rates went up in FY 25.
- The Police Union detail rates have increased in FY25.
- The cost to produce brass which makes up the water meter assemblies and various parts of a new water service have increased in cost.
- The administrative costs of paperwork billings have increased due to FY 25 rate increases.

DEPARTMENT RECOMMENDATION:

The fees that we are requesting to have changed are to provide the town with the proper overhead to pay for the entire expense of the services we provide to the community of Falmouth.

OPTIONS:

Briefly state the options the Select Board should consider.

There will usually be a minimum of three options:

- 1) approval of your recommended action or request;
- 2) denial of your recommended action or request;
- 3) Board defined alternative.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

FINANCE DIRECTOR COMMENTS (IF APPLICABLE):

TOWN MANAGER COMMENTS:

Town Manager

Click or tap to enter a date.

Date

Falmouth Water Department - Associated Fees			
Style of Fee	Existing 2024	Description	Future 2025
Tapping Charges 6" Tap	\$3,800		Delete
Tapping Charges 8" Tap	\$3,800		Delete
Tapping Charges Additional	\$45	per additional linear foot over 40 feet	Delete
Single Family Service Installation Fees 1" Tap and Service	\$2,800		\$2,875
Multi-Family dwellings need independent service connections		detached dwellings on same parcel	
Single Family Service Installation Fees 2" Tap and Service	\$3,200	TBD	\$3,275
Multi-Family dwellings need independent service connections		detached dwellings on same parcel	
Service Installation Fee Add	\$5.00	per additional linear foot over 60 feet	Same
1" Meter Pit	\$1,300.00	water service over	Delete
2" Meter Pit	\$5,500	water service over	Delete
replace / repair broken water shut off (curb stop)	\$2,000.00	failure to notify FWD for shut off at curb stop	Same
Closing / Transfer Fee	\$70.00	per reading	\$75
New 5/8th Meter Fee (with tail pieces)	\$550.00		\$600
New 1" Meter Fee (with tail pieces)	\$720.00		\$750
Meter's Greater than 1" (with tail pieces)	TBD	Meter, Meter Valve, Meter Tail & \$65.00 for labor and administrative fees	Same \$75
Fire Hydrant Usage - Temporary - 5/8th (pools, water tanks, construction usage)	\$80.00 \$200.00	per week (5 business days) deposit (refundable) / current water rates apply	\$100 Same
	\$280.00	Due Upon Agreement	\$300
Fire Hydrant Usage - Temporary - 2" (pools, water tanks, construction usage)	\$150.00 \$600.00	per week (5 business days) deposit (refundable) / current water rates apply	\$200 Same
	\$750.00	Due Upon Agreement	\$800
operate fire hydrant (after hours)	\$150	current water rates apply	\$200
Legal Fees / Water Main Agreement	\$300		\$500
Additional Legal Fee's	\$75		Same
Seasonal - Scheduled Water Shut Off's	\$75	regular working hours M-F 7am-3:30pm	Same
Seasonal - Scheduled Water Shut Off's - Off Hours	\$150	3:30pm - 8:00pm M-F & 7am-3:30pm Sat.	Same
Water Main Extension Application	\$600.00	per connection, to existing water main infrastructure	\$750
Water Main Extension Agreement	\$300.00		Same
Cross Connection Device / Backflow Test	\$10 TBD	plus price of test Price for latest test rate from Sarian Company	\$25
Cross Connection Device / Backflow Test / Re-test	\$85 TBD	Price for latest test rate from Sarian Company	\$85
Device Plan / Approval	\$200	cost includes initial test	Same
Facility Survey	\$140.00	per unit / building	\$200
Water Demand Charge	\$10.00		Same



price increase
price same
delete

Health Department

December 16, 2024

**TOWN OF FALMOUTH
Proposed Fee Schedule 2025**

HEALTH DEPARTMENT

DISPOSAL WORKS CONSTRUCTION AND MAINTENANCE PERMITS

New single family residential construction and upgrades to septic systems	\$150.00
Replacement of individual non-leaching system components (septic tank, distribution box, piping)	\$50.00 – prop \$75.00
Commercial and multi-family septic systems <2000 gallons per day	\$200.00
Commercial and multi-family septic systems >2000 to 5000 gallons per day	\$350.00
Commercial and multi-family septic systems >5000 gallons per day	\$500.00
Special Septic Permit Fee in Addition to Standard Fees (variance letters/trench permits)	\$25.00
Septic Installers Permits	\$100.00
Septic Pumpers Permits	\$100.00
NEW Operators of I/A systems	\$50.00
Percolation Test	\$100.00
Title 5 Inspection Report Filing/Orders to Correct Failures	\$40.00

FOOD SERVICE PERMITS

Annual or Seasonal Food Service Permit – Fewer than 50 Seats	\$150.00 – prop \$175.00
Annual or Seasonal Food Service Permit – More than 50 Seats	\$200.00 – prop \$225.00
Catering	\$100.00 – prop \$125.00
Continental Breakfast & Bed & Breakfast Establishments	\$25.00 – prop \$35.00
Frozen Dessert Manufacturer’s Permit	\$25.00
Residential Kitchen Permit	\$25.00 – prop \$35.00

MOBILE/TEMPORARY FOOD PERMITS

Mobile/Temporary Food Permit (1-4 Days)	\$25.00/day
Annual Mobile/Temporary Food Permit or 5+ days	\$150.00
Mobile Offering Pre-Packaged Foods, Frozen Novelties & Non-Potentially Hazardous Foods (non-TCS)	\$25.00 – prop \$35.00

RETAIL FOOD ESTABLISHMENTS

More than 5,000 square feet retail space with potentially hazardous food preparation	\$300.00
Less than 5,000 square feet retail space with potentially hazardous food preparation	\$200.00
Retail stores offering prepackaged foods, frozen novelties and non-potentially hazardous foods only	\$50.00

Food Service Re-Inspection Fee	First: \$100.00 All subsequent: \$200.00
After Hours (Night & Weekend) Inspection Fee	\$200.00

OTHER PERMITS

Body Art Establishment	\$100.00 – prop \$200.00
Body Art Practitioner	\$50.00 – prop \$100.00
Recreational Camp Permit	\$75.00 – prop \$100.00
Campground Permit	\$100.00
Motel Permit	\$100.00
Rental Permit, 1 st unit	\$50.00 – prop \$100.00

Rental Permit, affordable units (deed restricted)	\$0
Town Contractor Obligated to Deliver Waste to Upper Cape Regional Transfer Station	\$500.00
All Other Private Rubbish Collectors of Private and Business Accounts, Including Construction and Demo Roll-Off Containers – Per Business	\$50.00
Semi-Public Beach Permit	\$10.00 – prop \$15.00
Stable Permit	\$5.00/horse
Swimming Pools and Spa Permit	\$100.00
Tobacco Permit	\$100.00
Well Permit	\$50.00
Re-inspection fee for failed inspections (other than food inspections)	\$50.00
Tanning per establishment	\$25.00

Note: Fees for activities commenced without a permit will be doubled.

Rationale for each requested increase:

Septic

Replacement of individual components – though plan review isn’t required for a switch out of an existing septic component, these permits do often require a site visit. The time involved in these permits are about half of the time for a full septic upgrade. The new fee will reflect this.

New Operators of I/A systems – updated Board of Health local Title 5 regulations that began 2-1-2024 require licensure of those entities that operate and maintain I/A system.

Food Service - Increases to the following food service permits are a result in the increased cost to provide the service of regulating these establishment, which included permitting and inspections.

General food service with seating (restaurants) – last increase occurred in 2019

Catering – last increase in 2020

Breakfast and residential kitchens – have not been increased for over 10 years

Annual Mobile Offering Pre-Packaged Foods, Frozen Novelties & Non-Potentially Hazardous Foods (non-TCS) – has not increased in over 10 years

Other Permits

Body Art and Recreational Camps – both regulations require a lot of review of required documentation and very involved inspections.

Rental – Health is beginning to work on finding and registering rentals units rather than the historic passive registration. This will involve a lot more staff efforts and possible efforts of a third-party entity to enable Health to successfully capture a significantly higher percentage of rentals in town. Additionally, the proposed Short-Term Rental Bylaw will require a more detailed review.

Semi-public Beach permit – fee has not been raised in over 10 years. Fee is low as beaches need to spend money on weekly lab testing. However, Health still needs to issue the permits and review lab results as part of this program.

Building Department

December 16, 2024



ITEM NUMBER: Public Hearing 2.
ITEM TITLE: 2025 Fee Schedule Change
MEETING DATE: 12/16/2024
WORK SESSION **REGULAR MEETING** **PUBLIC HEARING**
SUBMITTED BY: Building Department
ATTACHMENTS: 2025 proposed fee schedule and fee change memo

PURPOSE:

Approval of the new proposed building department fee schedule. Updating fees for compensation commensurate with additional inspectional work and wording clarification.

BACKGROUND/SUMMARY:

- Increasing the minimum fee for residential and commercial building permits.

- Adding 2 new fee categories
 - Carnival, concession, fair inspections is being added due to multiple inspections needed
 - Certificate of Inspection late fee is being added because this is a time sensitive application that effects the renewal of alcohol licenses with the town managers office in conjunction with state approval.

- Wording clarification
 - Matching application name to fee name for Commercial U&O/change of use application
 - Adding new electrical work line item for Audio and video work

DEPARTMENT RECOMMENDATION:

Due to the expanded revision and inspection process requirements, inspectional service's is proposing to add 2 new fee categories and increase 3 fee categories.

OPTIONS:

Briefly state the options the Select Board should consider.

1) approval of your recommended action or request.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

FINANCE DIRECTOR COMMENTS (IF APPLICABLE):

TOWN MANAGER COMMENTS:

Town Manager

Click or tap to enter a date.

Date



Town of Falmouth

Inspectional Services

59 Town Hall Square Falmouth, Massachusetts 02540
(508)-495-7470 Fax (508) 548-4290

Gary Street, C.B.O.
Building Commissioner

2025 Building Department Fee Changes

	<u>Current Fee</u>	<u>Proposed Fee</u>
<u>New Residential and Commercial Construction</u>		
Residential, Hotel, Motel, Storage, etc.	\$8.00per thousand, \$50.00 min	\$100.00 minimum
<u>Miscellaneous Commercial</u>		
Carnival, Concession, Fair Inspections	Add new fee	\$300.00 per day
<u>Alterations/Additions for Residential and Commercial Construction</u>		
Alterations	\$8.00per thousand, \$50.00 min	\$100.00 minimum
Certificate of Inspection -Late Fee	Add new late fee	\$50.00 fee after expiration date
Commercial U&O/ Change of Use	\$50.00	\$100.00 per application
<i>*Changed name to match application- used to be named Change of Use/Occupancy</i>		
<u>Electrical- adding audio video work as a separate line to avoid confusion for both res and comm was included in additions, alterations and remodeling</u>		
Residential		
Audio and video work	\$75.00	\$75.00
Commercial		
Audio and video work	\$100.00	\$100.00

Due to the expanded revision and inspection process requirements, inspectional services is proposing to add 2 new fee categories and increase 3 fee categories.

HISTORICAL COMMISSION

Certificate of Non-Applicability (Administrative/Signs)	\$25.00
Certificate of Hardship	\$75.00
Certificate of Appropriateness (Renovations/Alterations)	\$75.00
Certificate of Appropriateness (New Construction/Additions)	\$200.00
Certificate of Appropriateness (Demolition)	\$200.00

INSPECTIONAL SERVICES DEPARTMENT FEES

NEW RESIDENTIAL AND COMMERCIAL CONSTRUCTION

Residential, Hotel, Motel, Storage, etc. \$8.00/thousand*, \$100.00 min.

MISCELLANEOUS COMMERCIAL

Carnival, Concession, Fair Inspections \$300.00 per day

ALTERATIONS/ADDITIONS FOR RESIDENTIAL AND COMMERCIAL CONSTRUCTION

After Hours and Weekend Inspection Fee (ALL PERMITS)	\$225.00/inspection
Alterations	\$8.00 per thousand*, \$100.00 min.
Certificate of Inspection	Late Fee \$50.00 \$100.00 per establishment
Certificate of Use and Occupancy	\$25.00
Commercial U&O/Change of Use	\$100.00
Duplicate Permit	\$25.00
Handicapped ramp on residential property	No Fee
Re-inspection fee	\$100.00
Sheet Metal/Mechanical – Residential and Commercial	\$8.00/thousand*, \$100.00 min.
Sign Permit	\$8.00/thousand*, \$100.00 min.
Stoves (wood, coal, pellet)	\$150.00 per stove
Temporary Structure, i.e. trailer, tents, etc.	\$150.00 per unit
Tent Permit	\$150.00
Trenches	\$25.00 - \$45.00

CONSOLIDATED PERMIT (effective August 11, 2015)

Consolidated permit to include:	\$50.00
Sewer Service Permit	
Trench Permit	
Plumbing Permit	
Title 5 Septic Abandonment	
Consolidated permit as above with Electrical Permit	\$50.00

NOTE: When work is started before the issuance of a permit, the cost of the permit will be doubled.

NOTE: All permit fees paid are non-refundable.

*Based on Construction value.

PLUMBING FEES

Residential:

First fixture	\$45.00
Each additional fixture	\$12.00

Commercial:

First fixture	\$70.00
Each additional fixture	\$18.00

GAS FEES

Residential:

First appliance	\$45.00
Each additional appliance	\$12.00

Commercial:

First appliance	\$70.00
Each additional appliance	\$18.00

MISCELLANEOUS PLUMBING/GAS FEES:

Carnival, Concession, Fair	\$50.00/day
After Hours and Weekend Inspection Fee	\$225.00/inspection
Re-inspection fee (Plumbing and Gas)	\$100.00

ELECTRICAL FEES

Residential:

New construction	\$100.00/unit
Additions, alterations, remodeling	\$75.00
Audio and video work	\$75.00
Smoke, fire and alarm systems	\$50.00
Temporary and change of service	\$50.00

Commercial:

New construction	\$175.00 plus \$25.00/each additional inspection
Additions, alterations, remodeling	\$100.00 plus \$25.00/each additional inspection
Audio and video work	\$100.00
Smoke, fire and alarm systems	\$100.00
Temporary and change of service	\$100.00

MISCELLANEOUS ELECTRICAL FEES

After Hours and Weekend Inspection Fee	\$225.00/inspection
Annual maintenance fee	\$200.00
Carnival, concession, fair, etc.	\$50.00/day
Generator (Residential and Commercial)	\$100.00
Re-inspection fee	\$100.00
Solar PV Systems (Residential and Commercial)	\$10.00 per KW*, \$100.00 min./\$20,000 max.
Swimming Pools, Hot Tubs and Spas (in-ground and above ground)	\$100.00

MARINE AND ENVIRONMENTAL SERVICES DEPARTMENT

ANIMAL CONTROL

Pick-up Fee	\$25.00
Pick-up Fee, subsequent time in same calendar year	\$35.00
Care and Custody Fee	\$15.00
Care and Custody Fee, subsequent time in same calendar year	\$25.00
No. I.D. Tag or Microchip Identifying Owner	\$5.00
Dead Animal Disposal, Up to 49 Lbs.	\$25.00
Dead Animal Disposal, 50 Lbs. and Over	\$50.00

MARINE AND ENVIRONMENTAL SERVICES DEPARTMENT

HARBOR MASTER / WATERWAYS

MOORINGS

Private

Town Manager's Office

December 16, 2024



ITEM NUMBER: Public Hearing 2.

ITEM TITLE: Fee Hearing – Shade Tree Hearing Advertising Fee

MEETING DATE: 12/16/2024

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

SUBMITTED BY: Town Manager's Office

ATTACHMENTS: Fee schedule, Shade Tree Removal Hearing Application, Falmouth Enterprise Advertisement Invoices

PURPOSE:

A change in the advertising fee for Shade Tree Hearings is being requested to better match the advertising fees which have been averaging about \$74. The change would be for the applicant to pay the actual cost of the advertisement.

BACKGROUND/SUMMARY:

- The fee for the legal advertisement is presently \$35.00. The actual fees for advertising have been averaging \$74.00.
- Anticipate the readers' questions and address them as they arise.
- The individual points should be presented in a numbered, bullet-type format. This format, rather than a narrative form, helps with discussion and presentation of the topic.
- If there are several points of view concerning an issue, address the merits of each alternative and why you believe your position is advantageous overall.

DEPARTMENT RECOMMENDATION:

Provides the reader with a detailed recommendation and the basis for that recommendation:

OPTIONS:

Briefly state the options the Select Board should consider.

There will usually be a minimum of three options:

- 1) approval of your recommended action or request;
- 2) denial of your recommended action or request;
- 3) Board defined alternative.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

FINANCE DIRECTOR COMMENTS (IF APPLICABLE):

TOWN MANAGER COMMENTS:

Town Manager

11/ /2024
Date

ENTERTAINMENT LICENSES

Non-Motorized Conveyance	\$25.00
Fortune Tellers	\$50.00
Juke Box	\$75.00
One Entertainer	\$75.00
Dancing, Band, Floor Shows, Theater, Movies	\$100.00
Movie Theater License	\$500.00
Amusement Devices (Video Games) PER MACHINE	\$100.00
Amusement Devices Seasonal (Video Games) PER MACHINE	\$75.00
Bowling Alleys 1 st Alley	\$30.00
Per Additional Alley	\$15.00
Pool Table	\$100.00
One-Day Entertainment License (Monday – Saturday)	\$25.00/day

SUNDAY ENTERTAINMENT

By Week	
Straight Sundays	\$5.00
Saturday Night – 1:00 a.m. – Plus Sunday	\$10.00
By Year	
Straight Sundays	\$75.00
Saturday Night – 1:00 a.m. – Plus Sunday	\$150.00

AUTO DEALERSHIP LICENSES

Class I	\$100.00
Class II	\$75.00
Class III	\$50.00
Junk Yard	\$25.00

VEHICLE FOR HIRE LICENSES

Taxi, Livery, Limousine	\$50.00
-------------------------	---------

OTHER LICENSES

Common Victualler	\$60.00
Lodging House License	\$35.00
Inn Holder	\$60.00
Second-Hand Dealer	\$25.00
Collection Container Permit	\$75.00
Vending Machine (Printed Matter, Per Machine)	\$25.00
Yard Sale Permit	\$10.00

FILING FEES

Wetlands, Aquaculture, Fuel Storage	\$25.00
All other licenses and permits (except as noted above)	\$10.00

ADVERTISING FEES

Wetlands, Liquor Licenses	\$50.00
Aquaculture, Fuel Storage, Shade Tree , Building Code Board of Appeals	\$35.00
Shade Tree	Actual cost of newspaper advertisement

FINGERPRINT PROCESSING FEE (Town):

Manager of Alcoholic Beverage License	\$30.00
---------------------------------------	---------

Diane Davidson

From: Phyllis Downey
Sent: Tuesday, October 8, 2024 10:52 AM
To: Jeremiah Pearson
Cc: Diane Davidson
Subject: Shade Tree Hearing applications
Attachments: Shade Tree Hearing Application updated 10.08.24.pdf; Shade Tree Invoice Examples 10.08.24.pdf

Good morning Jeremiah,

We updated the Shade Tree application form read \$35 and Select Board instead of Selectmen. Would it be possible for your office to replace the form currently posted on your webpage with this new form?

A change to the fee for Shade Tree Hearings is also being considered to better match the advertising fees which have been averaging about \$74, please see the attachment. The change would be for the applicant pay the actual cost of the advertisement. Upon receipt of a hearing application once the date is set our office would email the applicant cc'ing your office with a copy of the advertisement and the amount provided by the Falmouth Enterprise. As an example, for the tree removal notice for 216 King Street advertised on August 2nd we would forward a copy of the advertisement proof and advise that the cost of \$63.44.

Please let us know your thoughts and suggestions.

Thank you,
Phyllis

Phyllis Downey
Town Manager & Select Board Office
59 Town Hall Square
Falmouth MA 02540
508-495-7325

Submit in Duplicate

Town of Falmouth

Application for Hearing & Removal of Town Shade Tree

To: Falmouth Select Board

(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: \$35.00

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 Select Board

Select Board

Date of Posting of Tree

Date of Legal Advertising in Newspaper

Date of Removal of Tree

Falmouth Publishing Company, INC.
 50 Depot Ave
 Falmouth MA 02540
 508-548-4700

	Invoice Number	Invoice Date
	110245	8/31/2024
Advertisor No.	Amount Due	Due Date
2056	\$334.76	9/30/2024

FALMOUTH SELECT BOARD
 Accounts Payable / Phyllis Downey
 59 TOWN HALL SQUARE
 FALMOUTH MA 02540

Amount Enclosed

Please detach top portion and return with your payment.

INVOICE

Falmouth Publishing
 Company, INC.

FALMOUTH SELECT BOARD

Invoice No. 110245 8/31/2024

Date	Order	Description	Ad Size	SubTotal	Sales Tax	Amount
8/2/2024	562102	Fal Legal Line: Legal Notices: NSTAR JO Pole Menauhant Road PUBLIC HEARING NOTICE	2.5333 Inches			\$34.92
8/2/2024	562103	Fal Legal Line: Legal Notices: NSTAR 9 Grasmere Drive PUBLIC HEARING NOTICE	2.8 Inches			\$38.64
8/2/2024	562105	Fal Legal Line: Legal Notices: Tree Removal 216 King Street NOTICE OF A PUBLIC HEARING	4.8 Inches			\$63.44
8/2/2024	562108	Fal Legal Line: Legal Notices: Tree Removal Brick Kiln Road between Josiah Path and 485 Brick Kiln Road NOTICE OF A PUBLIC HEARING	7.6 Inches			\$98.16
8/2/2024	562192	Fal Legal Line: Legal Notices: PHN Gosnold Road PUBLIC HEARING NOTICE	3.3333 Inches			\$44.84
8/30/2024	562498	Fal Legal Line: Legal Notices: Tree Removal 31 Old Dock Road NOTICE OF A PUBLIC HEARING	4.1333 Inches			\$54.76
					Sub Total:	\$334.76
Total Transactions: 6					Total:	\$334.76

SUMMARY Advertiser No. 2056 Invoice No. 110245 Invoice Amount \$334.76

DEPT/ART# _____
 VENDOR# 1372
 ACCT# 01-122-5343
 AMOUNT 334.76
 INITIALS _____

Falmouth Publishing Company, INC.
 50 Depot Ave
 Falmouth MA 02540
 508-548-4700

	Invoice Number	Invoice Date
	106469	3/31/2024
Advertiser No.	Amount Due	Due Date
2056	\$1,092.00	4/30/2024

FALMOUTH SELECT BOARD
 Accounts Payable / Phyllis Downey
 69 TOWN HALL SQUARE
 FALMOUTH MA 02540

Amount Enclosed

Please detach top portion and return with your payment.

INVOICE

Falmouth Publishing Company, INC. FALMOUTH SELECT BOARD Invoice No. 106469 3/31/2024

Date	Order	Description	Adt Size	SubTotal	Sales Tax	Amount
3/1/2024	560056	Fal Display: Legal Display: Town Committee Vacancies	3 x 6			\$324.00
3/1/2024	560058	Fal Display: Legal Display: Freshwater Ponds Advisory Committee Mission Statement	2 x 6			\$216.00
✓ 3/8/2024	560071	Fal Legal Line: Legal Notices: Shade Tree Hearing Notice 556 Main Street	5.7 Inches			\$74.60
✓ 3/10/2024	560072	Fal Legal Line: Legal Notices: Hearing 5 Hartsburg Ave	2.8 Inches			\$30.64
✓ 3/15/2024	560210	Fal Legal Line: Legal Notices: Falmouth Yacht Club Sunday Entertainment License Application Hearing	4.4 Inches			\$58.48
		TOWN OF FALMOUTH				
3/22/2024	560229	Fal Legal Line: Legal Notices: Romeo's New Liquor License Hearing April 1, 2024	3.7333 Inches			\$49.80
		LIQUOR LICENSE HEARING				
3/22/2024	560268	Fal Legal Line: Legal Notices: Liquor License Hearing - Pie In the Sky Coffee and Bakery - April 1, 2024	4.6333 Inches			\$69.72
		LIQUOR LICENSE HEARING				
3/22/2024	560286	Fal Legal Line: Legal Notices: Aquaculture Hearing Notice - Tynell - April 1, 2024	4.1333 Inches			\$54.76
		TOWN OF FALMOUTH				
3/29/2024	560411	Fal Display: Legal Display: Meet The Candidate	2 x 6			\$216.00
				Sub Total:		\$1,092.00
				Total Transactions: 9	Total:	\$1,092.00

SUMMARY Advertiser No. 2056 Invoice No. 106469 Invoice Amount \$1,092.00

DEPT/ART# _____
 VENDOR# 1372
 ACCT# 01-122 5343
 AMOUNT \$-1,092.00
 INITIALS _____

OPEN SESSION

BUSINESS

1. Presentation/update – Association to Preserve Cape Cod (APCC) – Andrew Gottlieb **(15 minutes)**



AGENDA ITEM SUMMARY SHEET

ITEM NUMBER: Business 1.

ITEM TITLE: Presentation/update- Association to Preserve Cape Cod (APCC)- Andrew Gottlieb

MEETING DATE: 12/16/2024

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

SUBMITTED BY: Mike Renshaw, Town Manager

ATTACHMENTS: Presentation

PURPOSE:

Mr. Andrew Gottlieb, Executive Director of the Association to Preserve Cape Cod, will be providing the Select Board with an update concerning the two current restoration projects that the Association to Preserve Cape Cod (APCC) has underway.

BACKGROUND/SUMMARY:

- The mission of the Association to Preserve Cape Cod, APCC, is to preserve, protect and enhance the natural resources of Cape Cod.
- Summaries of the two current restoration projects that will be discussed are:
 - Oyster Pond, West Falmouth – Salt marsh tidal restoration project to restore tidal flow to oyster pond and the upstream marsh by replacement of the undersized culvert beneath the bike trail south of Chapaquiot Road. National

Oceanic and Atmospheric Administration (NOAA) grant to fund permitting and final design. Additional funds needed for implementation.

- Red Brook – River and retired cranberry bog restoration including replacement of the failed culvert. NOAA funding to complete design, permitting and construction for the culvert replacement and to complete planning, design and permitting for the river/bog restoration. Funding subaward to the town of Mashpee as lead on this project.

DEPARTMENT RECOMMENDATION:

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

OPTIONS:

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

FINANCE DIRECTOR COMMENTS (IF APPLICABLE):

N/A

TOWN MANAGER COMMENTS:

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

Michael Renshaw

Town Manager

12/9/2024

Date

NOAA Transformational Habitat Restoration Grant

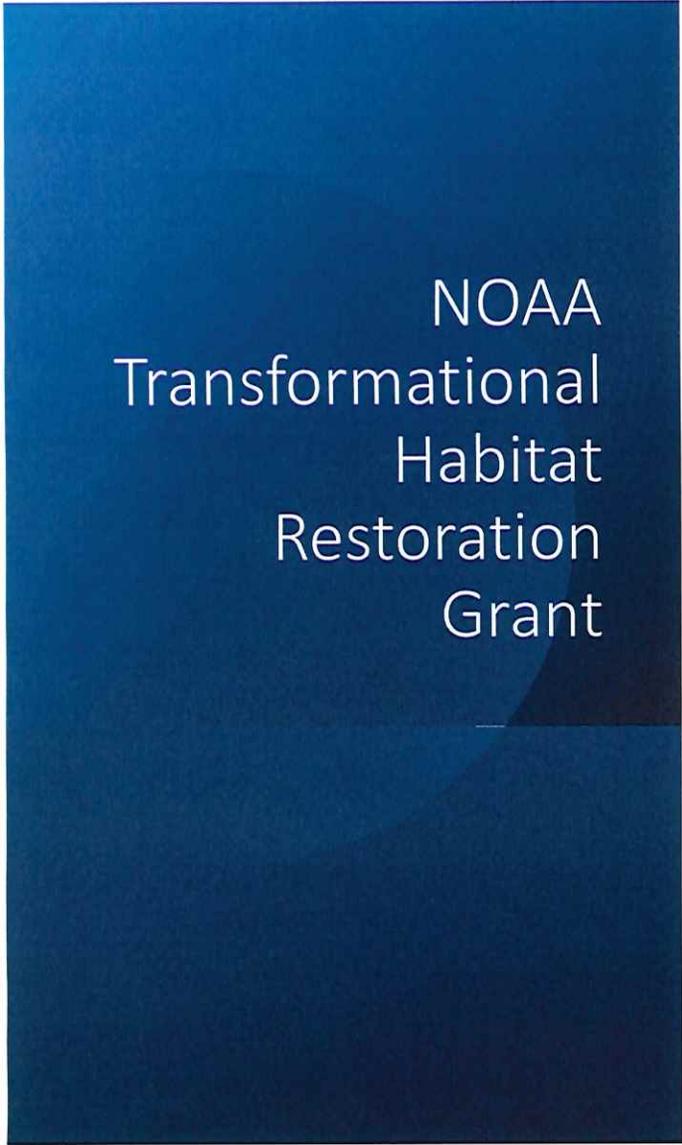
Andrew Gottlieb, Executive Director
Jordan Mora, Lead Ecologist & Science Advisor
Association to Preserve Cape Cod



APCC's Ecosystem Restoration Program

- Formerly called Restoration Coordination Center (RCC)
- Established in 2015
- To assist towns and community groups with planning and implementation



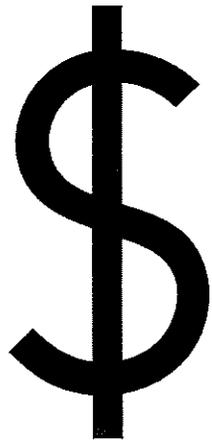


NOAA
Transformational
Habitat
Restoration
Grant

APCC awarded \$15M for restoration projects

- 4 years (Oct 2024 – Sept 2028)
- Tidal and freshwater restoration
- Key Partners:
 - Towns (Dennis, Mashpee, Falmouth),
 - Harwich Conservation Trust
 - Mashpee Wampanoag Tribe (MWT)
 - Waquoit Bay National Estuarine Research Reserve (WBNERR),
 - USDA Natural Resources Conservation Service, and
 - Cape Cod Conservation District

Transformational Habitat Award



Tidal (Salt Marsh) Restoration: \$5.45M

Freshwater (River/Bog): \$8.24M

APCC Time and Expense: \$890K

Partners (MWT and WBNERR): \$426K

Total Request: \$15M

Total Leverage (other funding sources) : \$5.2M

Five Transformational Habitat Projects

- Salt Marsh (Tidal) Restoration
 1. Weir Creek (Dennis)
 2. Oyster Pond (Falmouth)
- Freshwater (Bog) Restoration
 1. Hinckleys Pond (Harwich)
 2. Red Brook (Mashpee/Falmouth)
 3. Upper Quashnet (Mashpee)

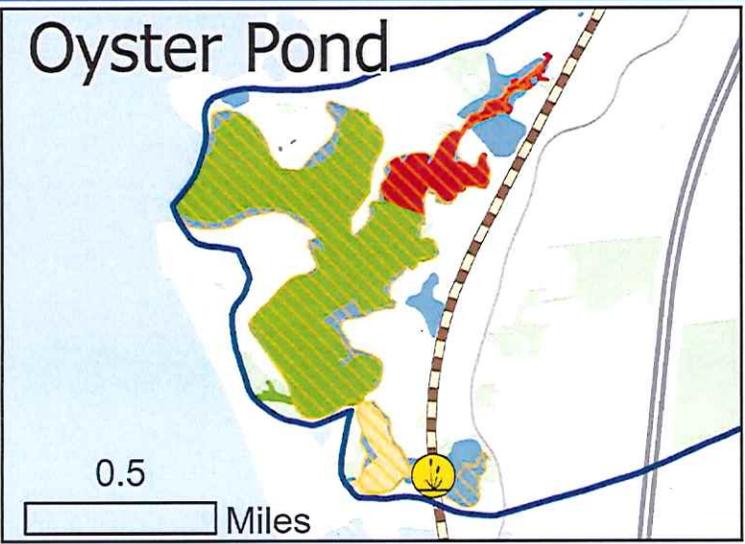


Oyster Pond, Falmouth



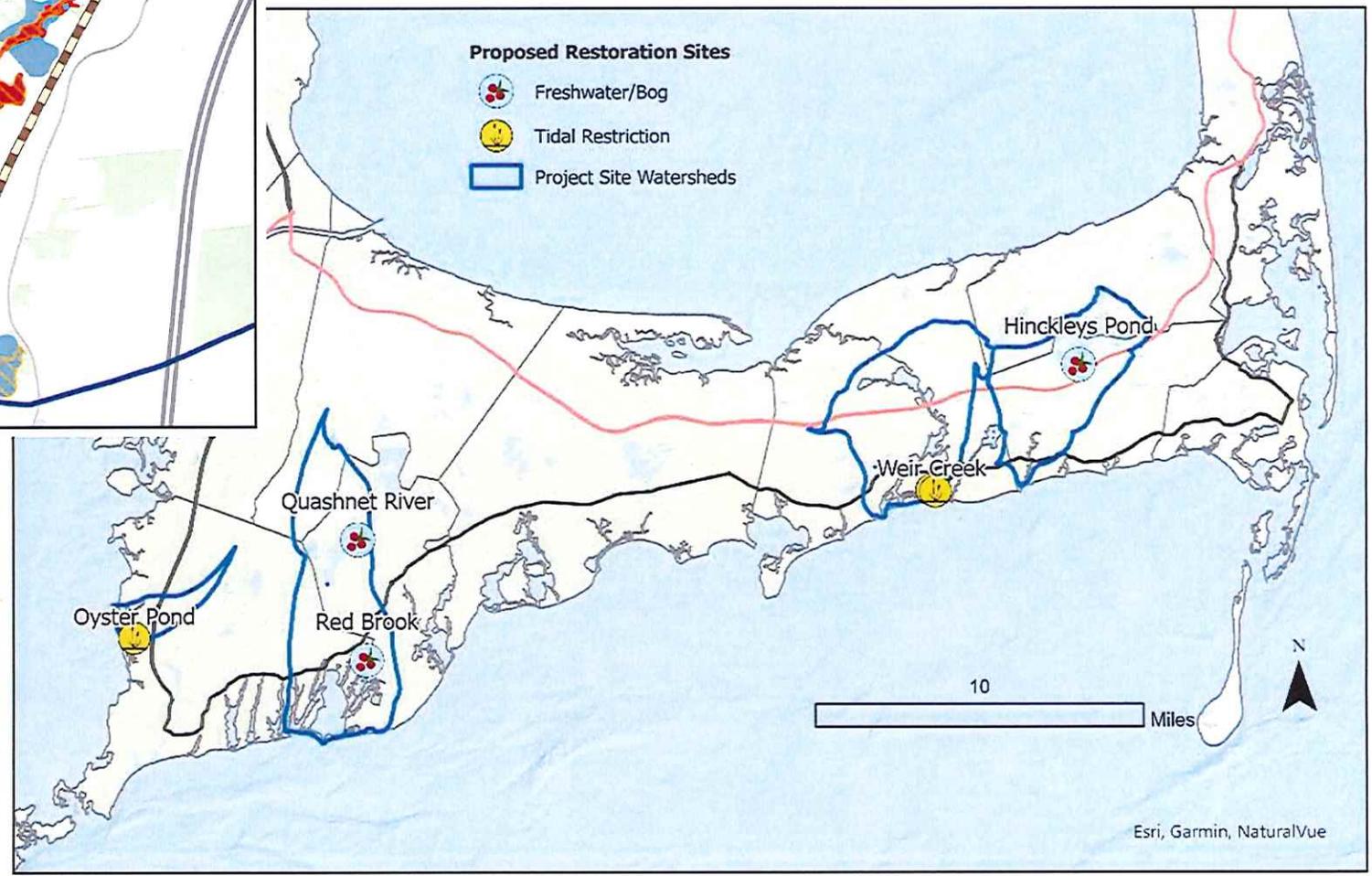
Jenkins Bog - Hinckleys Pond Eco-Restoration, Harwich

Oyster Pond



Proposed Restoration Sites

-  Freshwater/Bog
-  Tidal Restriction
-  Project Site Watersheds



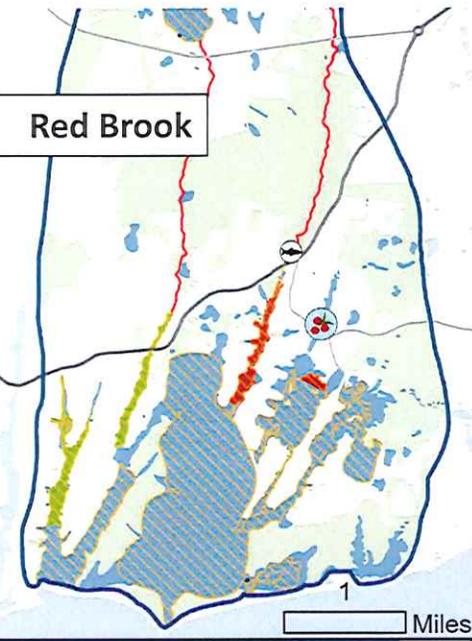
Designated Shellfish Growing Areas

-  Conditionally Approved
-  Restricted
-  Prohibited

2018/2020 Integrated List Data (MA DEP)

- Lakes & Estuaries
-  Impaired - TMDL is completed
 -  Impairment not caused by a pollutant
 -  Impaired - TMDL required

Red Brook



Designated Shellfish Growing Areas

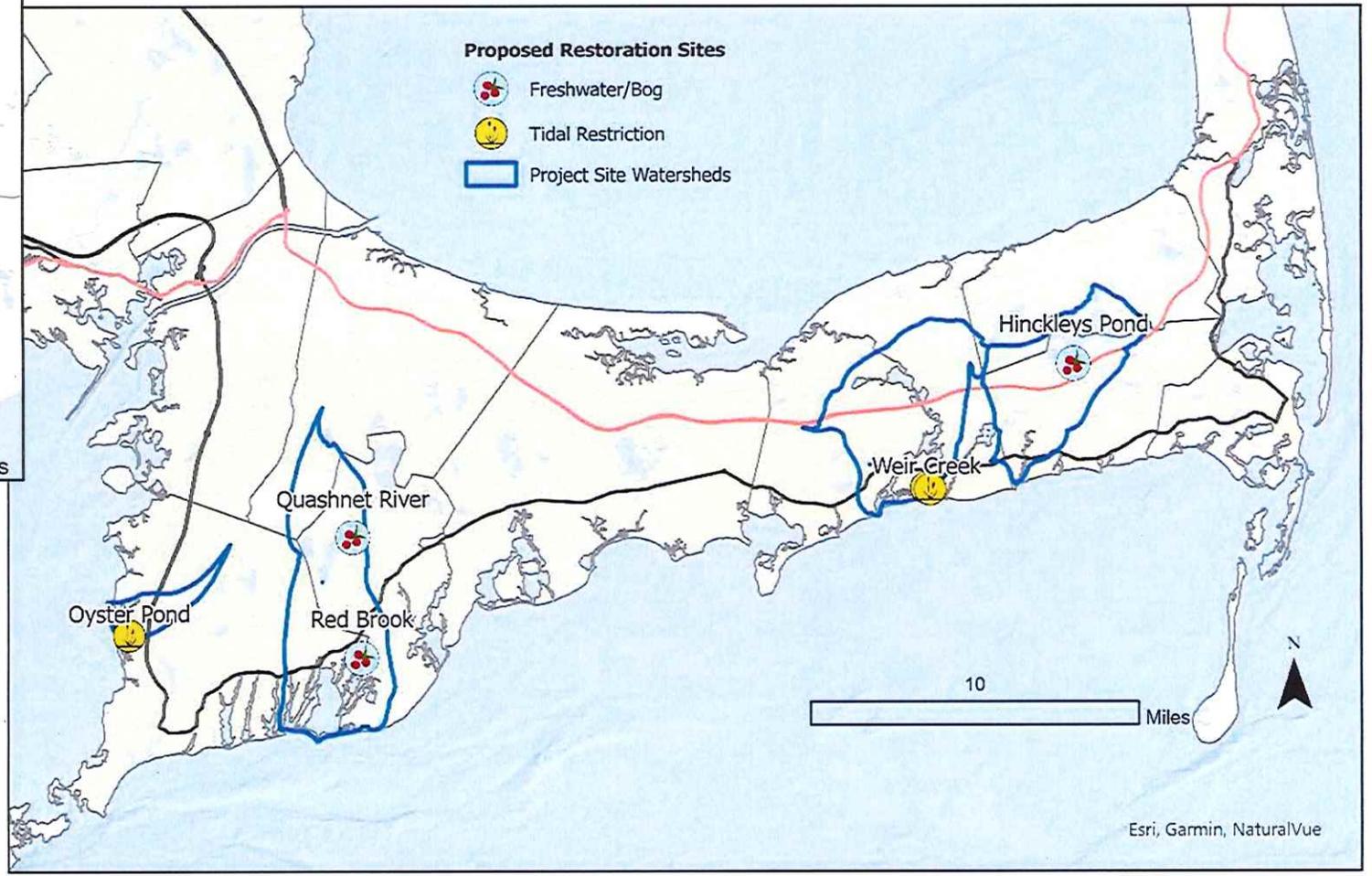
- Conditionally Approved
- Restricted
- Prohibited

2018/2020 Integrated List Data (MA DEP)

- Lakes & Estuaries
- Impaired - TMDL is completed
 - Impairment not caused by a pollutant
 - Impaired - TMDL required

Proposed Restoration Sites

- Freshwater/Bog
- Tidal Restriction
- Project Site Watersheds



Esri, Garmin, NaturalVue

Impact of Restoration

Restore an estimated 220 acres of wetland habitat, 181 acres of pond habitat, and 2.2 miles of river and shoreline habitat.

- Weir Creek: 120 acres wetland habitat
- **Oyster Pond: 3.1 acres salt marsh, 7 acres tidal pond**
- Hinckleys Pond: 30 acres of former bog, 500 ft of shoreline, 174 acre freshwater pond
- Red Brook: 1.4 miles of river from headwaters to Hamblin Pond, 23 acres of former bog
- Quashnet River: 3,900 ft stretch of river, 44 acres of former bog

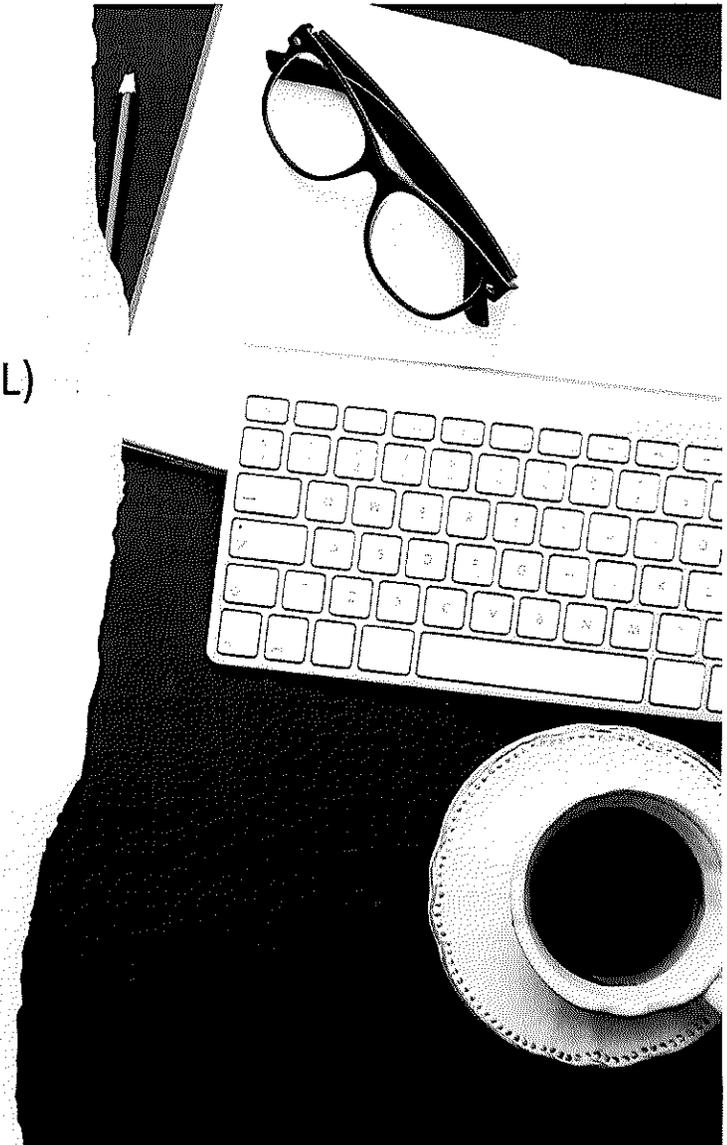


Partners and Key
Project Points of
Contact

1. **Oyster Pond:** Falmouth (Betsy Gladfelter, Mark Kasprzyk, Jim McLoughlin), Fuss & O'Neill, Woods Hole Group
2. **Weir Creek:** Dennis (Tom Andrade), CCCD, NRCS, FOBR, DCLT, CCMCP, T&B, WHG
3. **Hinckleys Pond:** HCT (Mike Lach), Compact (Kelly Grant), Cape Cod Tech, IF
4. **Red Brook:** Mashpee (Catherine Laurent), Falmouth (Betsy Gladfelter), MWT, WBNERR, HW, landowners, community, USFWS Refuge
5. **Quashnet:** Mashpee (Drew McManus), MWT, WBNERR, HW, community

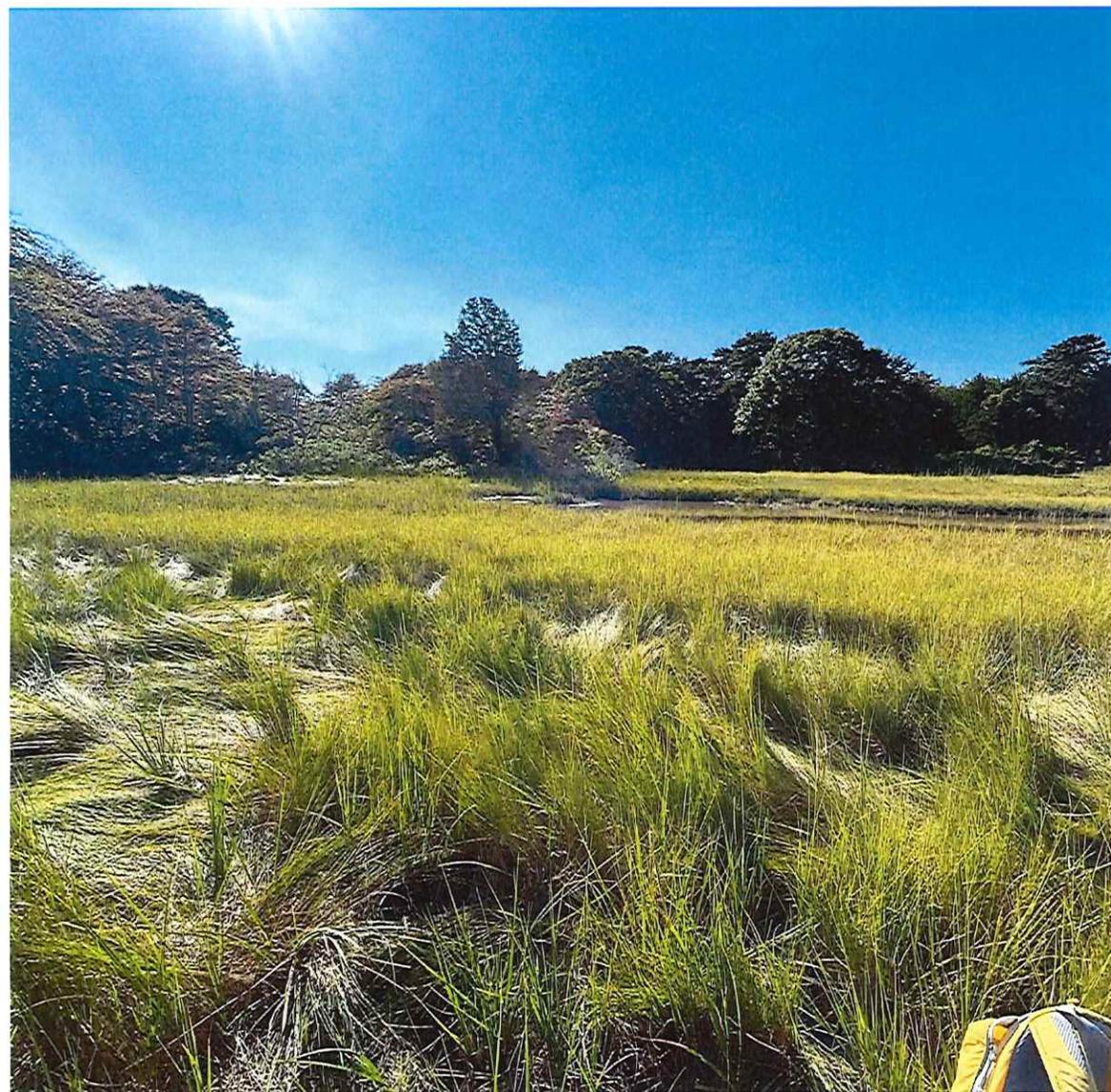
APCC's Role

- Grant Application and Revision
- Grant Administration, Reimbursements and Reporting (ALL)
- Project Management/Support to Team (ALL)
 - Coordinating Calls and Meetings
 - Meeting Notes
 - Scope and Schedule
 - Budget Tracking and Management
- Hire and Manage Consultants (Red Brook and Weir Creek)
- Monitoring
- Training and Engagement with WBNERR and MWT (Red Brook, Quashnet and Mashpee River)



The Money - Subawards





Oyster Pond Budget

APCC contract with consultants
(Fuss & O'Neill & Woods Hole
Group) for

**Adaptive Management Plan,
Outreach, Permitting & Final
Design:**

\$524,970

OYSTER POND

	NOAA Request	Leverage	Leverage Source	Project Total
Feasibility Studies		\$48,934	604B, CCCD	\$48,934
Initial Design		\$48,450	CCCD	\$48,450
Adaptive Management Plan and Design	\$75,000			\$75,000
Permitting	\$302,050			\$302,050
Final Design	\$127,920			\$127,920
Monitoring		\$19,781	CCCD	\$19,781
Outreach	\$20,000			\$20,000
TOTALS	\$524,970	\$117,165		\$642,135

Oyster Pond Project Timeline

Project Task	Timeframe	2024	2025												2026														
		O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	
OP1: Adaptive Management Plan	Oct24 - May25																												
OP2: Permitting	Oct24 - Sept26																												
OP3: Final Design	June26-Dec26																												
OP4: Community Engagement Meeting	Mar25 - May25																												



Red Brook Budget and Subawards

Town of Mashpee: \$925,700

- Red Brook Culvert Design
- Permitting
- Construction

Towns of Mashpee & Falmouth: \$500,000

- Red Brook Land Acquisition

APCC contractual expenses: \$470,000

- River and Bog Study
- Restoration Design
- Permitting

Total Budget: \$1,895,700

Additional Funding

- MWT (Red Brook and Quashnet River Projects): \$327,073
- WBNERR (Community Engagement): \$35,750
- APCC contractual (Signage): \$11,500
- Training and Capacity Building

RED BROOK

	NOAA Request:		NOAA Request:		
	River/Bog	Red Brook Culvert	Leverage	Leverage Source	Project Total
Feasibility Study	\$75,000		\$33,980	SHMCAP Dam	\$108,980
Design	\$150,000	\$50,700	\$127,500	MA Dam and Seawall Grant	\$328,200
Permitting	\$175,000	\$25,000	\$127,000	Mashpee & Falmouth	\$327,000
Construction Bidding and Oversight		\$60,000			\$60,000
Construction		\$780,000			\$780,000
Community Engagement	\$70,000				\$70,000
Monitoring		\$10,000			\$10,000
Land Acquisition	\$500,000				\$500,000
TOTALS	\$970,000	\$925,700	\$288,480		\$2,184,180

Red Brook Project Timeline

Task	Subtask	Dates	2024	2025	2026	2027	2028
			OND	J F M A M J J A S O N D	J F M A M J J A S O N D	J F M A M J J A S O N D	J F M A M J J A S
Culvert Replacement	RB1a. Permitting	Jul24 - Jul25		■			
	RB1b. Final Design Culvert	Aug25 - Jan26			■		
	RB1c. Bidding and Contracting	Feb26 - Jul26			■		
	RB1d. Culvert Construction	Aug26 - Jan27				■	
	RB1e. Monitoring Culvert	Mar27 - Sept27					■
Community Engagement and Bog Restoration	RB2a. Community Engagement	Oct24 - Sept26	■	■	■		
	RB2b. Land Acquisition	Jan25 - Sept26		■	■		
	RB2c. Design River and Bogs	Jan25 - May27				■	
	RB2d. Permitting River and Bogs	Oct26 - May28					■



Next Steps

Grant Administration Setup

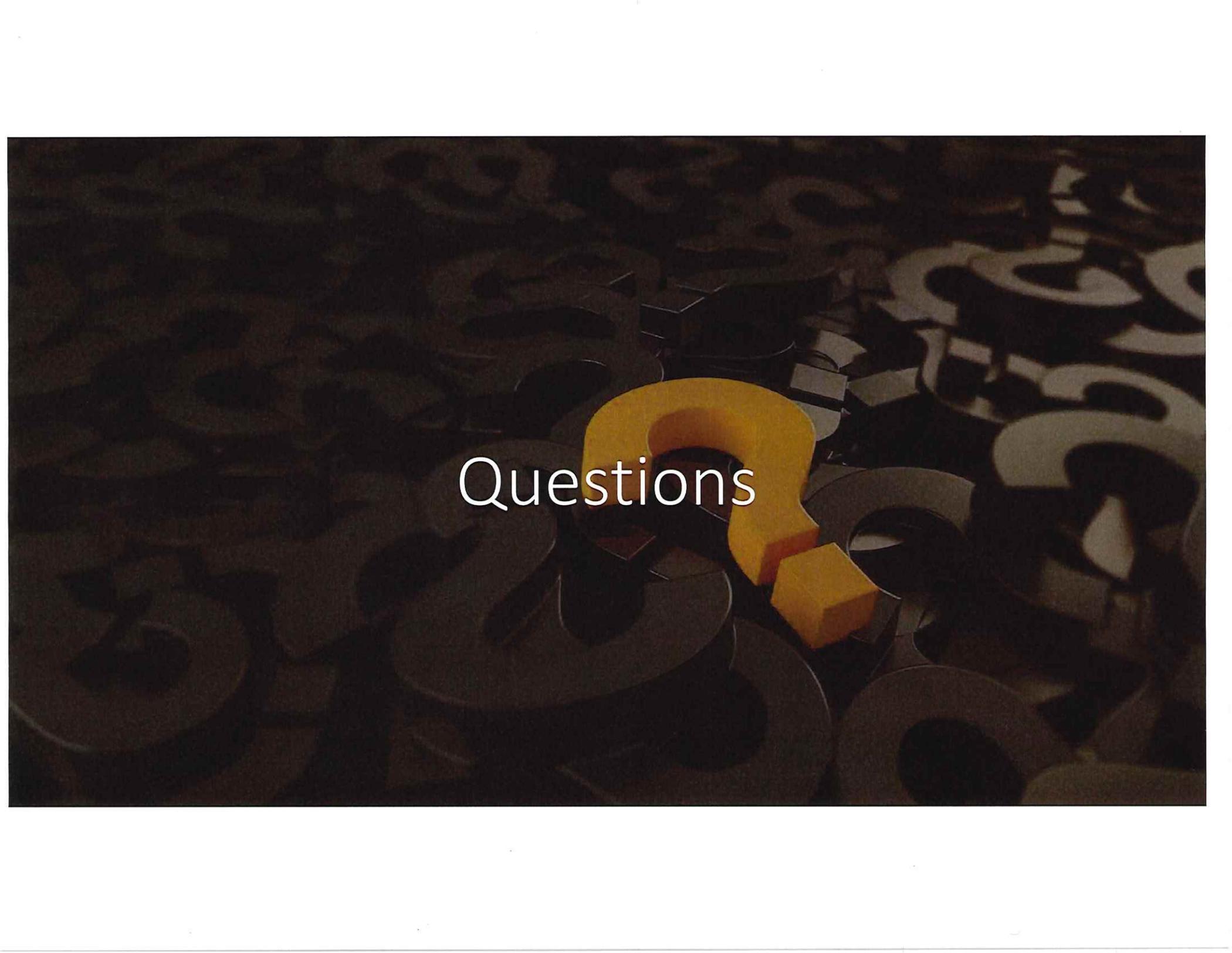
- Compliance and Regulatory Review – **Oct 2, 2024 Admin Mtg**
- Subawards agreements, Contracts, and RFQ
- **Presentations to Town Selectboards – FA on Dec 16th**

Project Management Setup

- Kick off Team Meetings (week of October 28)
- Review Roles, Scope and Timeline
- Coordinate Communication
- Establish Dates and Meetings for Next Steps

Projects Underway

- November 2024
- Subaward Agreements
- Tracking, Invoicing and Reimbursement
- Working on Projects and with Teams



Questions

NOAA Transformational Habitat Restoration Grant Red Brook, Falmouth/Mashpee

Project description

The Red Brook Road culvert, jointly owned by the towns of Mashpee and Falmouth is a significant barrier to river flow and the migration of fish. The water control structure in the culvert has failed, and further inspection in 2022, downgraded the structure to poor condition. Planning is needed for the full river restoration, but immediate action is needed to address the failed culvert and dam structure. The upper regions of the brook are protected conservation lands. Downstream are privately owned lands that would be acquired by the towns of Mashpee, Falmouth or DCR and put under conservation restriction or easements as part of the project. Further community engagement will develop a shared vision for river restoration. Site assessment and initial design work have been completed. Engineering plans are in development that will include the removal of the control structure, raising Red Brook Road to accommodate the culvert and increase coastal resilience, stormwater management for the roadway, and partial channel restoration. Concurrent to final design and implementation of the culvert replacement (Tasks RB1a-d), the project team will complete planning, design, and permitting for the full river and bog restoration (Tasks RB2a-d).

Budget

Total Project Cost: \$2,184,180

Total NOAA Grant Funding: \$1,895,700

Total Leverage: \$288,480

Task	Subtask	NOAA Request	Leverage	Project Total
Culvert replacement	RB1a. Permitting*	\$25,000	\$127,000	\$152,000
	RB1b. Final Design Culvert	\$50,700		\$50,700
	RB1c. Bidding and Contracting	\$60,000		\$60,000
	RB1d. Culvert Construction	\$780,000		\$780,000
	RB1e. Monitoring Culvert	\$10,000		\$10,000
Community engagement and bog restoration	RB2a. Community Engagement	\$70,000		\$70,000
	RB2b. Land Acquisition	\$500,000		\$500,000
	RB2c. Design River and Bogs	\$225,000	\$161,480	\$386,480
	RB2d. Permitting River and Bogs	\$175,000		\$175,000
Totals		\$1,895,700	\$288,480	\$2,184,180

Subawards:

- \$925,700 to the Town of Mashpee for Contractual costs for final design, permitting, construction, construction oversight and post-construction monitoring (RB1a-d)
- \$500,000 to the towns of Mashpee and Falmouth for expenses associated with appraisals, purchase and sales agreements and legal fees (RB2b)
- \$470,000 to APCC to hire an engineer for public engagement, and bog restoration feasibility studies, planning, design and permitting (RB2a,c,d)

Additional award funding:

- \$327,073 to MWT for staff, MWT community liaisons, and other expenses for Red Brook and Quashnet River planning and design as well as capacity building and training
- \$35,750 to WBNERR for community engagement (RB2a)
- \$11,500 to APCC project signage including temporary and permanent educational signs (RB2a)

Leverage

- The leveraged funds include \$33,980 for a State Hazard Mitigation and Climate Adaptation Plan (SHMCAP) Dam Report for feasibility study, \$127,500 MA Dam and Seawall Grant was awarded to the town of Mashpee for design, and \$127,000 in committed funds (\$63,500 each) from the towns of Falmouth and Mashpee for permitting.

Partners and roles

The Association to Preserve Cape Cod (APCC) will provide project management and coordination and hold contracts for Red Brook river and bog work. The Town of Mashpee will maintain and update contracts with Horsley Witten and manage the construction contract for the culvert replacement. APCC will put out to bid and hold the contract for river and bog restoration. The Waquoit Bay National Estuarine Research Reserve, will manage community engagement on the project, working closely with the Mashpee Wampanoag Tribe (MWT) and APCC. The MWT will work collaboratively with partners throughout the project, ensuring that traditional ecological knowledge and cultural values are incorporated in project visioning, planning and design.

A summary of project teams by task, and subtask, is provided below:

Task	Subtask	Lead and Team
Culvert Replacement	RB1a. Permitting	MA with HW, APCC
	RB1b. Final Design Culvert	APCC with Team
	RB1c. Bidding and Contracting	MA with HW, APCC
	RB1d. Culvert Construction	MA wit HW, APCC
	RB1e. Monitoring Culvert	APCC with HW
Community Engagement and Bog Restoration	RB2a. Community Engagement	WBNERR with APCC, MWT
	RB2b. Land Acquisition	MA and FA
	RB2c. Design River and Bogs	APCC, CE with Team
	RB2d. Permitting River and Bogs	APCC, CE with Team

Acronyms: Association to Preserve Cape Cod (APCC), Town of Falmouth (FA), Town of Mashpee (MA), Horsley Witten Group (HW), Future Contracted Engineer (CE), Mashpee Wampanoag Tribe (MWT), Waquoit Bay National Estuarine Research Reserve (WBNERR).

Timeline

Task	Subtask	Dates	24	2025	2026	2027	2028
Culvert Replacement	RB1a. Permitting	Jul24 - Jul25	█	█			
	RB1b. Final Design Culvert	Aug25 - Jan26		█			
	RB1c. Bidding and Contracting	Feb26 - Jul26			█		
	RB1d. Culvert Construction	Aug26 - Jan27				█	
	RB1e. Monitoring Culvert	Mar27 - Sept27					█
Community Engagement and Bog Restoration	RB2a. Community Engagement	Oct24 - Sept26	█	█	█		
	RB2b. Land Acquisition	Jan25 - Sept26		█	█		
	RB2c. Design River and Bogs	Jan25 - May27		█	█	█	
	RB2d. Permitting River and Bogs	Oct26 - May28					█

NOAA Transformational Habitat Restoration Grant Oyster Pond, Falmouth

Project description

West Falmouth Harbor is a 180-acre embayment connected to Buzzards Bay in West Falmouth. Oyster Pond is hydraulically connected to West Falmouth Harbor by a 3.8-foot diameter culvert under the Shining Sea Bikeway trail which restricts tidal exchange resulting in degraded habitat for shellfish and fish upstream. A subsurface investigation and geotechnical assessment were completed in 2022 along with environmental/regulatory compliance assessment and scour analysis. Culvert alignment and structure configuration alternatives were conducted and reviewed in January 2022. Permit ready designs along with technical specifications and operations and maintenance (O&M) plan were also drafted in 2022. The proposed design is a 6'W x 5'H box culvert with a natural substrate bottom to restore significant tidal prism, improve storm drainage capacity (while maintaining tidal velocities to reduce shoaling), and address safety considerations. Tidal restoration at Oyster Pond is not confined by any low-lying structures or properties. Identified as a Natural Resources Conservation Service (NRCS) priority project, the NOAA funding will provide a critical gap funding for permitting as well as final design to reach implementation. Pre-restoration vegetation monitoring was completed by the Association to Preserve Cape Cod (APCC) in 2024 with leveraged funds from the Cape Cod Conservation District (CCCD).

Budget

Total Project Cost: \$642,135

Total NOAA Grant Funding: \$524,970

Total Leverage: \$117,165

Task	NOAA Request	Leverage	Project Total
*Feasibility Studies		\$48,934	\$48,934
*Design		\$48,450	\$48,450
*Monitoring		\$19,781	\$19,781
OP1: Adaptive Management Plan	\$75,000		\$75,000
OP2: Permitting	\$302,050		\$302,050
OP3: Final Design	\$127,920		\$127,920
OP4: Community Engagement Meeting	\$20,000		\$20,000
Total	\$524,970	\$117,165	\$642,135

**Outside the scope of NOAA-funded tasks*

Subawards:

- \$524,970 to APCC for contractual costs for adaptive management plan, permitting, final design, and community outreach and engagement.

Leverage:

- \$97,384 leverage proposed, including a 604B grant to the CCCD for \$48,934 to fund Woods Hole Group (WHG) initial feasibility study and modeling, and \$48,450 in CCCD contract for completed design.
- \$19,781 from the CCCD for APCC pre-restoration monitoring summer 2024

OPEN SESSION

BUSINESS

2. Report – Edward Marks Building Advisory Committee **(15 minutes)**



AGENDA ITEM SUMMARY SHEET

ITEM NUMBER: Business 2.

ITEM TITLE: Report- Edward Marks Building Advisory Committee

MEETING DATE: 12/16/2024

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

SUBMITTED BY: Mike Renshaw, Town Manager

ATTACHMENTS: Committee Report

PURPOSE:

The Select Board will hear an annual report from the Chair of the Edward Marks Building Advisory Committee.

BACKGROUND/SUMMARY:

- The Edward Marks Building Advisory Committee is comprised of 7 members, including one member from the Historical Commission.
- The mission of the Committee is to recommend a preservation plan for the Edward Marks Building, historically known as the Poor House, to restore and preserve the building as an historic resource. In drafting the preservation plan, the Committee will consider:
 - Historic preservation of the building exteriors;

- An interior renovation plan that satisfies office needs based on usage/occupancy requirements provided by the Town Manager, complies with the Mass Historic Preservation Restriction, and preserves important historical architectural details.
- Cost of proposed restoration and preservation work;
- The visibility and accessibility of proposed improvements to community members and visitors;
- Use of the first floor as offices for the Falmouth Human Services Department;
- Potential uses of the second floor and attic spaces;
- Community input;
- Potential funding sources in addition to Community Preservation and Falmouth general funds; and,
- Other criteria that the Committee may recommend.

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

12/9/2024

Date

OPEN SESSION

BUSINESS

3. Consider voting to approve the 464 Main Street Local Initiative Program (LIP) Application for Local Action Units for 464 Main Street **(10 minutes)**



ITEM NUMBER: Business 3.

ITEM TITLE: Consider voting to approve the 464 Main Street Local Initiative Program (LIP) Application for Local Action Units for 464 Main Street

MEETING DATE: 12/16/2024

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

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

ATTACHMENTS: Local Initiative Program Application for Local Action Units; Draft Select Board endorsement letter

PURPOSE:

The Select Board is asked to vote to support the Local Initiative Program Application for Local Action Units by sending a letter to the Executive Office of Housing and Livable Communities ("EOHLC") outlining their approval and to sign the application.

BACKGROUND/SUMMARY:

- On September 27, 2022, the applicant received approval from the Planning Board under the Mixed Residential Commercial Overlay District ("MRCOD") bylaw to construct 15 rental units with 900 square feet of commercial space at 464 Main Street.
- 4 units are required to be deed restricted at 80% of the area median income (AMI).
- The applicant has agreed to make the remaining 11 market rate units deed restricted at 120% of the AMI.

- On April 22, 2024, the Select Board as Trustees of the Falmouth Affordable Housing Fund voted to approve \$1,875,000 in funding from the Falmouth Affordable Housing Fund.
- Since the project was approved through a local bylaw, it qualifies as a Local Action Unit, which is part of the Local Initiative Program through the Executive Office of Housing and Livable Communities ("EOHLC"). Through this process, the applicant is required to file an application to EOHLC, and once approved, the units can be added to the Subsidized Housing Inventory ("SHI").

DEPARTMENT RECOMMENDATION:

Staff recommends the Select Board vote to endorse the Local Initiative Program Application for Local Action Units of Excel 464 Main Street, LLC to construct 15 rental units at the property located at 464 Main Street by sending a letter outlining their approval to the Executive Office of Housing and Livable Communities and by signing the Local Initiative Program Application for Local Action Units.

RECOMMENDED MOTION:

"Motion to endorse the Local Initiative Program Application for Local Action Units of Excel 464 Main Street, LLC to construct 15 rental units to be deed restricted as affordable at 464 Main Street by sending a letter outlining their approval to the Executive Office of Housing and Livable Communities and by signing the Local Initiative Program Application for Local Action Units."

OPTIONS:

- Motion to endorse the Local Initiative Program Application for Local Action Units of Excel 464 Main Street, LLC to construct 15 rental units to be deed restricted as affordable at 464 Main Street by sending a letter outlining Select Board approval to the Executive Office of Housing and Livable Communities and by signing the Local Initiative Program Application for Local Action Units
- Motion to deny the request for endorsement of the Local Initiative Program Application for Local Action Units from Excel 464 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 the Select Board vote to endorse the Local Initiative Program Application for Local Action Units of Excel 464 Main Street, LLC to construct 15 rental units at the property located at 464 Main Street by sending a letter outlining their approval to the Executive Office of Housing and Livable Communities and by signing the Local Initiative Program Application for Local Action Units.

Michael Renshaw

Town Manager

12/9/2024

Date

LOCAL INITIATIVE PROGRAM APPLICATION FOR LOCAL ACTION UNITS

Introduction

The Local Initiative Program (LIP) is a state housing initiative administered by the Executive Office of Housing and Livable Communities (EOHLC) to encourage communities to produce affordable housing for low- and moderate-income households.

The program provides technical and other non-financial assistance to cities or towns seeking to increase the supply of housing for households at or below 80% of the area median income. LIP-approved units are entered into the subsidized housing inventory (SHI) pursuant to Chapter 40B.

Local Action Units (LAUs) are created through local municipal action *other than* comprehensive permits; for example, through special permits, inclusionary zoning, conveyance of public land, utilization of Community Preservation Act (CPA) funds, etc.

The Department shall certify units submitted as Local Action Units if they meet the requirements of 760 CMR 56.00 and the Local Initiative Program Guidelines, which are part of the Comprehensive Permit Guidelines and can be found on the EOHLC website at www.mass.gov/eohlc.

To apply, a community must submit a complete, signed copy of this application to:

**Executive Office of Housing and Livable Communities
100 Cambridge Street, Suite 300
Boston, MA 02114**

**Attention: Alyxandra Sabatino, LIP/HOP Coordinator
Telephone: 617-573-1328
Email: alyxandra.sabatino@mass.gov**

Community Support Narrative, Project Description, and Documentation

Please provide a description of the project, including a summary of the project's history and the ways in which the community fulfilled the local action requirement.

The project consists of a 15-unit rental apartment building with approximately 900 square feet of commercial storefront space. The project was permitted under the Town of Falmouth's new zoning bylaw; Mixed Residential and Commercial Overlay District (MRCOD), which was enacted to enable the Town to reach its goal of 10% of its housing on the Subsidized Housing Inventory.

The 30,770 square foot site was a former service and repair station and is being repurposed for a new apartment building. The Town of Falmouth approved the permit through the Zoning Board of Appeals hearings on September 27th, 2022. The site is located in downtown Falmouth and is within walking distance of numerous restaurants, shops, police and fire station and retail shopping. The building will be served by town water and sewer.

Signatures of Support for the Local Action Units Application

Chief Executive Officer:
defined as the mayor in a city and the board of selectmen in a town, unless some other municipal office is designated to be the chief executive officer under the provisions of a local charter

Signature: _____

Print Name: Nancy Taylor

Date: _____

Chair, Local Housing Partnership:
(as applicable)

Signature _____

Print Name: _____

Date: _____

Municipal Contact Information:

Chief Executive Officer:

Name: Nancy Taylor
Address: 59 Town Hall Square, Falmouth, MA 02540
Phone: 508-495-7320
Email: nancy.taylor@falmouthma.gov

**Town Administrator/Town
Manager/Mayor:**

Name: Mike Renshaw (Town Manager)
Address: 59 Town Hall Square, Falmouth, MA 02540
Phone: 508-495-7324
Email: townmanager@falmouthma.gov

City/Town Planner:

Name: Jed Cornock
Address: 59 Town Hall Square, Falmouth, MA 02540
Phone: (508) 495-7481
Email: jed.cornock@falmouthma.gov

Town Counsel:

Name: Maura O'Keefe
Address: 157 Locust Street, Falmouth, MA 02540
Phone: 508-548-8800
Email: towncounsel@falmouthma.gov

**Chair, Local Housing Partnership
(if any):**

Name: _____
Address: _____
Phone: _____
Email: _____

Community Contact Person:

Name: Kimberly Fish (Housing Coordinator)
Address: 59 Town hall Square, Falmouth, MA 02540
Phone: 508-495-7344
Email: housing@falmouthma.gov

The Project:

Developer:	<u>Name:</u> Excel 464 Main Street, LLC (Contact: Joe Valle)
	<u>Address:</u> 70 East Falmouth Highway; Suite #3 East Falmouth, MA 02536
	<u>Phone:</u> 508-566-3441
	<u>Email:</u> joseph.valle@vallegroup.com
Project Site:	<u>Address:</u> 464 Main Street, Falmouth, MA 02540

Is your municipality utilizing any HOME or CDBG funding for this project? Yes No

Local tax rate per thousand \$6.28 For Fiscal Year 2024

Site Characteristics: proposed or existing buildings by design, ownership type, and size.

<u>Project Style</u>	<u>Total Number of Units</u>	<u>Number of Units Proposed for Local Action Units Certification</u>
Detached Single-family house	_____	_____
Row house/townhouse	_____	_____
Duplex	_____	_____
Multifamily house (3+ family)	_____	_____
Multifamily rental building	<u>15 Apartment Units</u>	<u>15 Apartment Units</u>
Other (please specify)	_____	_____

Unit Composition

<u>Type of Unit</u> (Condo/Fee Simple/ Rental)	<u># of Units</u>	<u># of BRs</u>	<u># of Baths</u>	<u>Gross Square Feet</u>	<u>Livable Square Feet</u>	<u>Proposed Sales Prices/Rents</u>	<u>Proposed Condo Fee/Utility Allowance</u>
Affordable:							
80% AMI	4	1	1	672	672	\$1,783	\$173
120% AMI	5	1	1	672	672	\$2,866	\$173
120% AMI	6	2	1	840-990	840-990	\$3,191	\$226
Market: N/A							
Total:	15	21	15				

Please attach the following documents to your application:

1. Documentation of municipal action (e.g., copy of special permit, CPA funds, land donation, etc.)
2. Long-Term Use Restrictions (request documents before submission):

For ownership projects, this is the Regulatory Agreement for Ownership Developments, redlined to reflect any proposed changes, and/or the model deed rider.

For rental projects, this is the Regulatory Agreement for Rental Developments, redlined to reflect any proposed changes.

For HOME-funded projects, this is the HOME covenant/deed restriction. When attaching a HOME deed restriction to a unit, the universal deed rider cannot be used.

3. Documents of Project Sponsor's (developer's) legal existence and authority to sign the Regulatory Agreement:
 - appropriate certificates of Organization/Registration and Good Standing from the Secretary of State's Office
 - mortgagee consents to the Regulatory Agreement
 - Trustee certificates or authorization for signer(s) to execute all documents
 - Copy of Site Plan
4. For Condominium Projects Only: The Master Deed with schedule of undivided interest in the common areas in percentages set forth in the condominium master deed
5. For Rental Projects Only: A copy of the lease with lease addendum and Local Housing Authority's current Utility Allowances
6. MEPA (Massachusetts Environmental Policy Act) environmental notification form (ENF) for new construction only (request form before submission)
7. Affirmative Fair Marketing and Lottery Plan, including:
 - ads and flyers with HUD Equal Housing Opportunity logo
 - informational materials for lottery applicants
 - eligibility requirements
 - lottery application and financial forms
 - lottery and resident selection procedures
 - request for local preference and demonstration of need for the preference
 - measures to ensure affirmative fair marketing, including outreach methods and venue list
 - name of Lottery Agent with contact information

See Section III of the Comprehensive Permit Guidelines at: <http://www.mass.gov> (enter LIP 40b guidelines in Search field) for more information.

PLEASE contact our office if you have any questions: 617-573-1328.

DOCUMENTATION OF MUNICIPAL ACTION



Falmouth Planning Board

59 Town Hall Square, Falmouth, MA 02540

Telephone: 508-495-7440 Fax: 508.495.7443 email: planning@falmouthma.gov

September 29, 2022

Gary Street, Building Commissioner
Falmouth Town Hall
59 Town Hall Square
Falmouth, Massachusetts 02540

**Re: Site Plan Review Decision – Excel 464 Main St, LLC
464 Main Street – 47B 02 013 000**

Dear Gary,

At its meeting on September 27, 2022 the Planning Board voted to approve the application of Excel 464 Main Street LLC to raze the existing motor vehicle service station and construct a new mixed-use building containing 15 apartments and 900 square feet of commercial space at 464 Main Street, under Article XXXIX (39) Site Plan Review of the Zoning Bylaw for a plan entitled: "*Site Plan – Proposed Mixed Use Building at 464 Main Street Falmouth, Massachusetts*", prepared by BSS Design Engineering & Surveying, scale 1"=20', dated July 11, 2022 with the latest revision of September 27, 2022 (8 sheets), as well as floor and elevation plans entitled: "*Kalkuz Pierre, 464 Main St., Falmouth, MA*", prepared by Bill Fornaciari Architects, Inc., sheets A1 and A2, scale 1/8"=1'0", dated July 5, 2022 with the latest revision of September 8, 2022, as well as a landscaping and lighting plan, a parking lot photometric lighting plan, and a building rendering with the following:

FINDINGS:

The 30,770 square foot lot is located in the Business Redevelopment (BR) zoning district as well as in the Coastal Pond (Falmouth Inner Harbor) Overlay District. The property currently contains a 1,686 square foot vacant motor vehicle service station and associated parking. The existing lot coverage by structure is 5.83% while the existing lot coverage by structure, parking & paving is 37.6%.

The applicant is proposing to raze the existing motor vehicle service station and construct a new mixed-use building containing 15 rental apartments (9 one-bedroom apartments and 6 two-bedrooms apartments) and 900 square feet of commercial space on a portion of the building's first floor. Under the Mixed Residential and Commercial Overlay District (MRCOD), this 30,770 square foot lot allows for a total of 15.4 units at 20 units per 40,000 square feet.

Additionally, as required in the Mixed Residential and Commercial Overlay District, 25% of the rental units (4 of the 15 apartments) will be affordable as defined by the Zoning Bylaw and all 15 units will be added the town's Subsidized Housing Inventory (SHI).

The applicant is proposing 25 parking spaces for the new uses, the addition of a dedicated bicycle parking area, the addition of new stormwater mitigation features, and improvements to the landscaping

and lighting on the property. The proposed lot coverages will be 18.8% by structures, and 67.47% by structures, paving, and parking.

The Town of Falmouth departments have reviewed and commented on the above-mentioned site plan and the Planning Board finds that the applicant has adequately addressed the comments and the Board will condition its decision accordingly.

The Planning Board's review does not include Building Code review and the Board defers to the Building Commissioner as to issues related to Building Code & Zoning.

The Board finds that the information provided by the Applicant conforms to all the requirements and findings pursuant to Article XXXIX (39) of the zoning bylaw.

CONDITIONS:

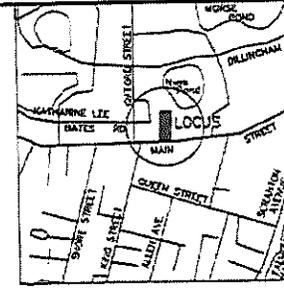
1. The plan shall be constructed as approved. Any changes shall be reviewed by the Planning Board to determine if a modification of this decision is necessary. Pursuant to §240-183B of the zoning bylaw, no permit for full or partial occupancy shall be issued until the Planning Board is satisfied that the conditions of this approval and predecessor approvals have been met.
2. The Applicant shall obtain an approved Driveway Permit and post any required bond with the Engineering Division prior to start of construction. The Applicant shall complete the work as approved by the Engineering Division in the Driveway Permit.
3. Construction of this project shall follow the town's "Soil Erosion & Sediment Control Standard Conditions" document. References to the "Department of Public Works Engineering Division" shall be replaced with the "Planning Board" who is the permitting authority for this project.
4. Upon completion of construction, the Applicant shall post the address for this residence per §99-1 Affixing of legible numbers required; time limit for compliance.

Sincerely,



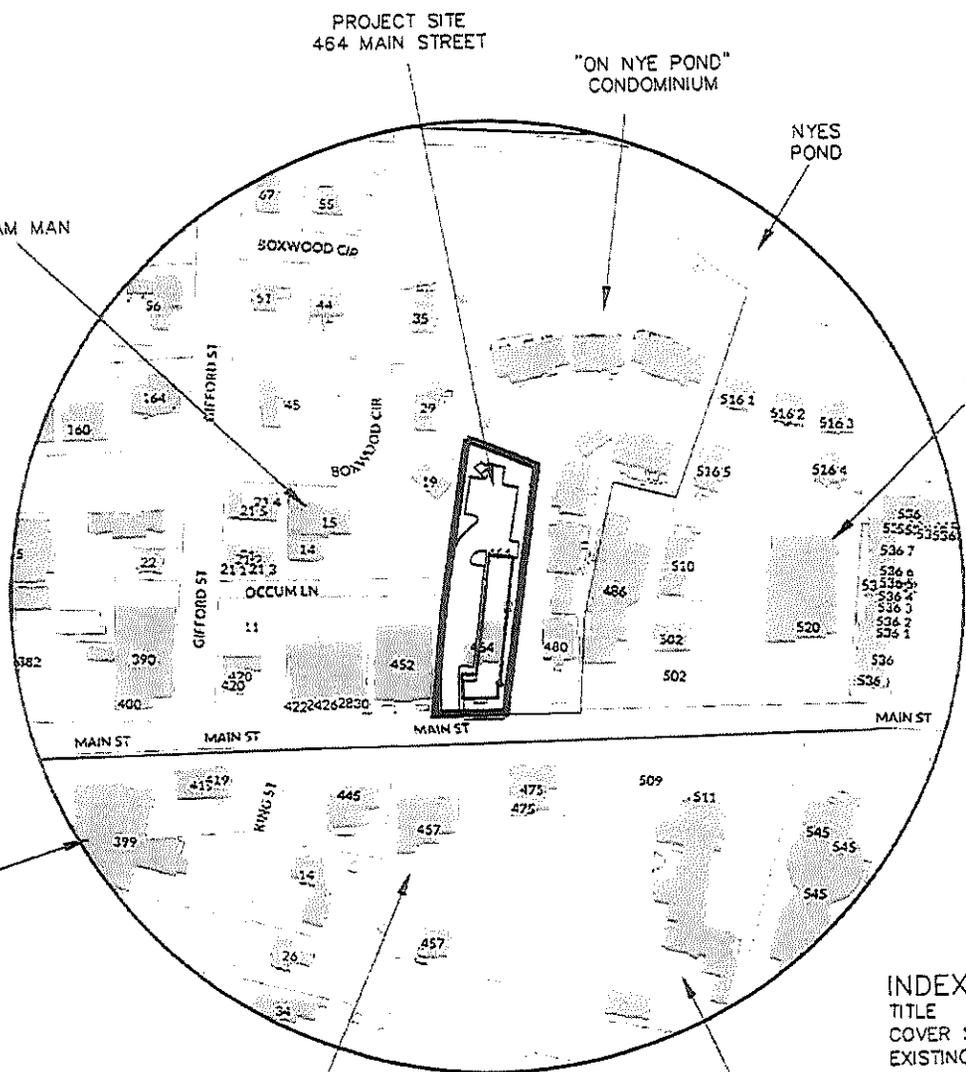
Jed Cornock, AICP
Town Planner

cc: Applicant



BSS
DESIGN
ENGINEERING
& SURVEYING

www.bssdesign.com
BSS Design, Incorporated
24 Katherine Lee Drive Rd
Falmouth, Massachusetts 01906
Tel: 508-548-1111



THIS MAP WAS
PRODUCED FROM DATA
FROM THE TOWN OF
FALMOUTH GEOGRAPHIC
INFORMATION SYSTEM.

INDEX OF SHEETS

TITLE	REV. DATE
COVER SHEET	9/27/22
EXISTING CONDITIONS & DEMOLITION	9/06/22
EROSION CONTROL PLAN	9/22/22
LAYOUT PLAN	9/27/22
GRADING & DRAINAGE PLAN	9/27/22
LANDSCAPE & LIGHTING PLAN	9/27/22
SITE DETAILS	9/27/22
DRAINAGE & WATER DETAILS	9/22/22



SITE PLAN - PROPOSED MIXED USE BUILDING
AT
464 MAIN STREET
FALMOUTH, MASSACHUSETTS
PREPARED FOR
EXCEL 464 MAIN STREET, LLC

scale	1" = 20'
date	JULY 11, 2022
drawn	RAR
checked	
job number	21162
revisions	ADD LOCUS MAP JULY 20, 2022 RAR EDITS TO VARIOUS SHEETS 9/27/22 T.D
title	COVER SHEET AND INDEX
drawing number	B25-117

FALMOUTH AFFORDABLE HOUSING FUND
FALMOUTH, MASSACHUSETTS

GRANT AGREEMENT

This Grant Agreement (the "Agreement") is entered into on this 26th day of June 2024 by and between the Falmouth Select Board acting as Trustees of the Falmouth Affordable Housing Fund (the "FAHF"), having its usual place of business at Falmouth Town Hall, 59 Town Hall Square, Falmouth, MA 02540 and Excel 464 Main Street, LLC, a Massachusetts limited liability company having a usual place of business at 464 Main Street, Falmouth, MA 02540 (collectively the "Parties").

WHEREAS, Excel 464 Main Street, LLC intends to construct 15 rental units on property located at 464 Main Street, Falmouth, Barnstable County, Massachusetts (the "Project"). Four units will be affordable to households at or below 80% of the area medium income ("AMI"). Eleven units will be affordable to households at or below 120% AMI. All units will be subject to an affordable housing deed restriction;

WHEREAS, on April 22, 2024, the FAHF voted to appropriate funds in the amount of \$1,875,000 (One Million Eight Hundred Seventy-Five Thousand Dollars) as a grant for the purpose of supplementing construction costs associated with constructing a 15-unit, affordable housing apartment complex and securing permanent affordability restrictions for the units in connection with the Project;

WHEREAS, the FAHF requires that Excel 464 Main Street, LLC execute a Regulatory and Use Agreement with the Executive Office of Housing and Livable Communities ("EOHLC") to ensure that 4 of the rental units remain affordable to households at or below 80% AMI and 11 units affordable at 120% AMI all in perpetuity with their inclusion on the Subsidized Housing Inventory ("SHI") for the Town of Falmouth in perpetuity;

NOW THEREFORE, the Parties hereby mutually agree to the following terms and conditions:

AGREEMENT

1. Subject Matter: This Agreement sets forth the terms and conditions by which Excel 464 Main Street, LLC shall receive the Grant Funds for the Project in the amount of \$1,875,000 for purposes of constructing and developing perpetually restricted affordable housing in connection with the Project.

2. Disbursements of Grant Funds: Disbursements shall be made by the FAHF in accordance with the Description of Work and Disbursement Schedule, attached hereto as Exhibit A. To receive a disbursement, Excel 464 Main Street, LLC must submit any documents required by Exhibit A, along with a requisition request in a form substantially similar to the Requisition Certificate, attached hereto as Exhibit B. Requisition requests and required documents shall be submitted to the FAHF for approval. Once the documents and the requisition request have been reviewed and approved by the FAHF, or designee, payments will be issued as directed. Disbursements shall be issued to:

The Valle Group
70 E. Falmouth Highway #3
East Falmouth, MA 02536

3. Documents: Prior to the release of the final disbursement of Grant Funds, Excel 464 Main Street, LLC shall deliver to the FAHF proof of the recording of a fully executed EOHLRC Regulatory and Use Agreement to ensure that 4 of the rental units remain affordable to households at or below 80% AMI, and 11 units at 120% AMI in perpetuity or for the longest period allowed by law and shall execute any other documents that may be required by the FAHF to ensure that all units of the project remain affordable in perpetuity as intended under this Grant Agreement.
4. Monitoring: Excel 464 Main Street, LLC agrees to monitor, on behalf of the FAHF, the installation of all roadways, driveways, utilities, and other infrastructure performed by Excel 464 Main Street, LLC to ensure that said installation is undertaken and completed in accordance with this Agreement. Such monitoring shall not be deemed to relieve Excel 464 Main Street, LLC from compliance with the review and approval requirements included in the Special Permit and by any other permits issued by the Town of Falmouth or other permitting agency.
5. Recordkeeping: Excel 464 Main Street, LLC shall keep such records with respect to the utilization of the Grant Funds as are kept in the normal course of business and such additional records as may be required by the FAHF. These records shall be made available to the FAHF upon request.
6. Binding Agreement: This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives.
7. Termination: In the event that Excel 464 Main Street, LLC fails to fulfill its obligations under the terms of this Agreement as determined by the FAHF and has provided Excel 464 Main Street, LLC sufficient time to cure, the FAHF shall have the right, in its sole discretion, to terminate this Agreement upon written notice to Excel 464 Main Street, LLC. Upon receipt of such notices, Excel 464 Main Street, LLC shall refund all undisbursed Grant Funds to the FAHF.

8. General Provisions: Excel 464 Main Street, LLC agrees to the following general provisions:

- a. Contacts: The Party contacts responsible for administration of the Project shall be as follows, unless otherwise designated in writing:

For: Excel 464 Main Street, LLC
Pierre Kairouz
94 East Falmouth, MA 02536
Phone # 781-521-6625
email pierck@gmail.com

For: FAHF
Kimberly Fish, Housing Coordinator
59 Town Hall Square
Falmouth MA 02540
Phone # 508-495-7344
email kim.fish@falmouthma.gov

- b. Independent Status: Excel 464 Main Street, LLC acknowledges and agrees receipt of funds under this Grant Agreement does not create any employment relationship between the Parties. Excel 464 Main Street, LLC, its employees, contractors, and agents are independent contractors and shall not be considered employees or agents of the FAHF or the Town of Falmouth for any purpose.
- c. Mechanics Lien: Excel 464 Main Street, LLC shall not permit any mechanics liens, to remain upon the Property for labor and material furnished to Excel 464 Main Street, LLC or claimed to have been furnished to Excel 464 Main Street, LLC in connection with any work of any character performed or claimed to have been performed at the direction of Excel 464 Main Street, LLC and Excel 464 Main Street, LLC shall cause any such lien to be released of record forthwith without cost to Excel 464 Main Street, LLC and/or the FAHF. Excel 464 Main Street, LLC shall require the general contractor on the Project to provide payment, performance and lien bonds and list the Town of Falmouth as multiple obligee.
- d. Notice: Any and all notices, or other communications required or permitted under this Agreement shall be in writing and delivered electronically, by hand or mailed postage prepaid with return receipt requested, by registered or certified mail or by other reputable delivery service. Any such notice or correspondence shall be deemed given when delivered by hand, sent electronically, deposited with the U.S. Postal Service, or

deposited with the private overnight or other delivery service. Notices shall be sent to the following addresses:

- i. To the Excel 464 Main Street, LLC:

Pierre Kairouz
94 East Falmouth Highway
East Falmouth, MA 02536
pierrek@gmail.com

- ii. To the FAHF

Kimberly Fish
Housing Coordinator
59 Town Hall Square
Falmouth MA 02540
kim.fish@falmouthma.gov

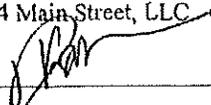
- e. Severability: If any term or condition of this Agreement or any applications thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both Parties would be substantially or materially prejudiced.

- f. Governing Law: This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, and Excel 464 Main Street, LLC submits to the jurisdiction of the appropriate court in Barnstable County for the adjudication of disputes arising out this Agreement.

9. By signing below, Dany Kairouz, Manager of Excel 464 Main Street, LLC represents that he has the authority to bind the organization to the responsibilities and obligations of this agreement.

IN WITNESS THEREOF, the Parties hereto have executed this Agreement effective on the day written above:

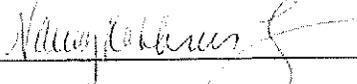
Excel 464 Main Street, LLC

By: 

Name: Dany Kairouz

Title: Manager

Falmouth Affordable Housing Fund

By: 

Name: NANCY ROBBINS TAYLOR

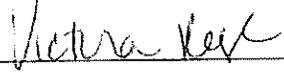
Title: Select Board Chair, duly authorized

Approved as to form:

By: 

Name: Maura E. O'Keefe, Town Counsel

Approved as to funding availability:

By: 

Name: Victoria Rose, Town Accountant

EXHIBIT A

DESCRIPTION OF WORK AND DISBURSEMENT SCHEDULE

\$1,875,000

<u>First Disbursement:</u>	\$1,000,000	Execution of all construction financing documents
		<ul style="list-style-type: none">• <i>Proof of fully executed financing documents shall be provided.</i>
<u>Second Disbursement:</u>	\$ 225,000	50% Completion – Work under the written contract is 50% complete.
		<ul style="list-style-type: none">• <i>Written certification from the general contractor and/or architect certifying 50% of the Work is complete.</i>
<u>Third Disbursement</u>	\$ 225,000	Substantial Completion - Work under the written contract is sufficiently complete so that it can be occupied or utilized for its intended use.
		<ul style="list-style-type: none">• <i>Punch list for any remaining construction work to be finalized shall be provided.</i>
<u>Fourth Disbursement:</u>	\$ 425,000	Upon issuance of Certificates of Occupancy as well as affordable housing documentation.
		The following documents shall be provided:
		<ul style="list-style-type: none">• <i>Copies of Certificates of Occupancy;</i>• <i>A Fair Housing Marketing Plan;</i>• <i>Copy of the recorded Regulatory and Use Agreement in a form approved by the Executive Office of Housing and Livable Communities; and</i>• <i>Any other documents related to the inclusion of units on the SHI or any affordability restrictions of the Project that may be required by the FAHF.</i>

EXHIBIT B

REQUISITION CERTIFICATE

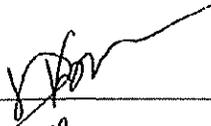
TO: Kimberly Fish, Housing Coordinator – Falmouth Affordable Housing Fund
FROM:
RE: Disbursement Request
DATE:

1. The undersigned has requested Advance No. _____ in the amount of \$ _____ and does hereby certify to the Falmouth Affordable Housing Fund ("FAHF") as set forth below. All terms used herein, but not defined herein, shall have the meanings set forth in the Grant Agreement executed by the Grantee, as hereinafter defined.
2. The Grantee has satisfied in full all conditions precedent and other requirements applicable to this advance as set forth in the Grant Agreement dated as of _____ by and between the Grantee and FAHF (the "Grant Agreement").
3. No changes have been made in any respect to the construction contract for the Project (the "Construction Contract") or the plans and specifications for the Project, except such as have had the FAHF's prior approval, as may be required under the Grant Agreement.
4. Construction of the Project has been and/or will be in every respect performed in accordance with the Construction Contract and the plans and specifications and any such approved changes and in compliance with all applicable building and zoning codes.
5. The proceeds of the Grant to be advanced hereunder, together with the aggregate outstanding balance, if any, of the Grant, the loans and/or any other funds available for the Project, as set forth in the Project Sources and Uses, remaining to be advanced, will provide sufficient funds for the completion of the Project in accordance with the Construction Contract and the plans and specifications;
6. All monies requisitioned by the Grantee and disbursed by the FAHF under previously approved requisitions (if any) have been expended for the purposes for which they were requisitioned.
7. The representations and warranties made in the Grant Agreement are true, correct and complete as of the date hereof with the same effect as if made on this date.
8. The undersigned represents and warrants that it is not in default of any of its obligations under the Grant Agreement or any of the Loan Documents, the Construction Contract, or any of the Grantee's other organizational documents or any other agreement or instrument in connection with the Project, and no event has occurred, which, with the giving of notice and/or the passing of

time, or otherwise, would constitute a default under any one or more of the foregoing documents or other instruments.

Grantee:

_____ (corporation)

By:  _____ (individual signatory)

Its: Owner _____ (title)

Date: June 12 2021

§ 240-190. (Reserved)

Article XXXIX. Site Plan Review

[Added ATM 4-1-1985, Art. 59; ATM 4-7-1986, Art. 70; ATM 4-6-1987, Art. 59; ATM 4-5-1989, Art. 44; STM 10-26-1989, Art. 74]

§ 240-191. Purpose.

Each use for which a site plan submission is required is a potentially significant addition to a developing or developed area of the Town, and to a residential, commercial or industrial neighborhood. The purpose of site plan review is to ensure the design and layout of certain developments permitted as a matter of right or by special permit will constitute suitable development and will not result in a detriment to the neighborhood or the environment. The site plan for each use shall be prepared with due consideration for compliance with all applicable sections of this chapter including, but not limited to, all performance requirements under Articles XXII to XXIV, and parking and loading standards as may be adopted by the Planning Board.

§ 240-192. Applicability.

[Amended AFTM 11-17-1997, Art. 5, approved 2-27-1998; ATM 4-3-2017, Art. 7, approved 6-14-2017]

Any new development or expansion in use, other than one single-family or one two-family residence on a lot which would add 1,000 square feet or more of gross floor area or which would, under the parking schedule Table of Minimum Requirements of § 240-108, require a total of five or more parking spaces based on both existing and new development; or any change of use which would, under the parking schedule Table of Minimum Requirements of § 240-108, require five or more parking spaces based only on new development; an accessory apartment allowed as a matter of right or special permit shall be permitted only upon the approval of the Planning Board for site plan review.

§ 240-193. Procedure.

[Amended AFTM 11-18-1996, Art. 12, approved 4-30-1997]

- A. Applications for site plan review shall be filed with the Planning Board as specified in § 300-10 of the Code of Falmouth.
- B. Before approval of a site plan review, the Planning Board shall solicit public comment at the public meeting where the plan is being discussed. Notice that the Board will be accepting public comments shall be given by advertisement in a local newspaper once at least one week prior to the date of the Board's meeting and by notice to abutters within 100 feet of any part of the land of the applicant, by regular mail, at least one week prior to the date of the Board's meeting.
- C. No certificate of occupancy shall be issued until an as-built plan, prepared by a registered land surveyor, professional engineer, or registered landscape architect has been submitted and verified by the Planning Board's designee within seven days of the as-built submittal that all conditions of approval have been met. For reasonable cause the Planning Board or its designee may authorize a temporary or partial certificate of occupancy, where the required work is substantially complete and is adequately assured by a performance guaranty of the

Board's choosing.

[Added ATM 4-8-2019, Art. 17, approved 7-11-2019]

§ 240-194. Action.

[Added AFTM 11-17-1997, Art. 5, approved 2-27-1998]

The Planning Board shall act within 90 days of receiving a complete application for site plan review. Failure by the Planning Board to take final action upon an application shall be deemed to be a granting of the review applied for. The issuing of the site plan review shall require a majority vote of the Board.

[1] *Editor's Note: Former § 240-194, Action, was repealed AFTM 11-18-1996, Art. 12, approved 4-30-1997.*

§ 240-195. Application requirements.

A. Plans subject to site plan review shall be prepared by a registered architect, landscape architect or professional engineer. The site plan shall be prepared at a scale no greater than one inch = 40 feet, and shall show all existing and proposed buildings, contour elevations, structures, parking spaces, driveway openings, driveways, service areas, facilities for sewage, refuse and other waste disposal and for surface water drainage, landscaping features such as fences, walls, trees and planting areas, walks and lighting. The site plan shall show all resource areas excluded from lot area calculations as described in the definition of Lot Area found in § 240-13, all FEMA V and A Zones and surface water bodies. The applicant shall submit a plan showing only existing conditions when required by the Planning Board. The site plan shall also show the relation of locus map at a scale not greater than one inch = 2,000 feet. The site plan shall also show all contiguous land owned by the applicant or by the owner of the property.
[Amended AFTM 11-17-1997, Art. 5, approved 2-27-1998]

B. The applicant shall submit such material as may be required regarding measures proposed to prevent pollution of surface or ground water, soil erosion, increased runoff, changes in groundwater level and flooding.

C. The applicant shall submit such material as may be required regarding design features intended to integrate the proposed new development into the existing landscape, to enhance aesthetic assets and to screen objectionable features from neighbors. Design features shall include but not be limited to site planning, building placement, building size, design compatibility, exterior appearance, construction materials and finishes, parking and roadways, landscaping and site grading, building entrance and exit placement.
[Amended AFTM 11-17-2014, Art. 5, approved 2-19-2015]

D. The applicant shall submit such material as may be required regarding the projected traffic flow patterns into and upon the site for both vehicles and pedestrians and an estimate of the projected number of motor vehicle trips to and from the site for an average day and for peak hours.^[1]

[1] *Editor's Note: Former Subsection E, added ATM 4-5-1993 by Art. 25, approved 7-16-1993, which provided for the referral of an application to the Design Review Committee, was repealed AFTM 11-17-2014 by Art. 5, approved 2-19-2015.*

§ 240-196. Access and circulation.

Provisions shall be made for vehicular access to the lot and circulation upon the lot in such a manner as to safeguard against hazards to traffic and pedestrians in the street and upon the lot, to

avoid traffic congestion on any street and to provide safe and convenient circulation in the street and upon the lot. Access and circulation shall also conform to the following:

- A. Where reasonable alternate access is available, the vehicular access to the lot shall be arranged to avoid traffic use of the local residential streets situated in or bordered by residential districts;
- B. Where a lot has frontage on two or more streets, the Planning Board may require that the access to the lot be provided across the frontage and to the street where there is lesser potential for traffic congestion and for hazards to traffic and pedestrians;
- C. Where necessary to safeguard against hazards to traffic and pedestrians and/or to avoid traffic congestion, provision shall be made for turning lanes, traffic directional islands, driveways and traffic controls within the streets;
- D. Access driveways shall be of a design and have sufficient capacity to avoid queuing and entering vehicles on any street;
- E. Driveways into the lot shall have proper grade and alignment as well as transition grades and sight distances, for safe, convenient and efficient access and shall meet the street right-of-way line and travelway of the street in such a manner as to conform to the standard cross section for the street as determined by the Director of the Department of Public Works and the Planning Board;
- F. Where topographic and other conditions are reasonably usable, provision shall be made for circulation driveway connections to adjoining lots of similar existing or potential use. When such driveway connection will facilitate fire protection services and/or when such driveway shall enable the public to travel between two existing or potential uses, open to the public generally, without need to travel upon a street; and
- G. There shall be no more than one driveway connection from any lot to any street, except that separate entrance and exit driveways may be provided where necessary to safeguard against hazards and to avoid congestion and additional driveway connections may be provided, particularly for but not limited to large tracks and uses of extensive scope, if traffic flow in the street will be facilitated by the additional connection. Driveways shall not exceed 24 feet in width at the street line, or such lesser width as will be sufficient to accommodate the traffic to be generated unless a greater width is required by Town bylaw or the Commonwealth of Massachusetts.

§ 240-197. Existing streets.

Where the lot has frontage on an existing street, proper provision shall be made for grading and improvement of shoulders and sidewalk areas within the right-of-way of the street and for provision of curbs and sidewalks.

§ 240-198. Effect of other laws.

This Article XXXIX is supplementary of other existing zoning bylaws affecting the access, circulation, design and landscaping of parking areas. Where the application of this Article XXXIX imposes a greater restriction than is imposed by other zoning bylaws, the application of this Article XXXIX shall control.

§ 240-198.1. Lapse of decision.

[Added AFTM 4-13-1998, Art. 12, approved 6-9-1998]

A site plan review decision issued under this Article shall lapse two years from the date it is granted if a substantial use thereof has not sooner commenced except for good cause. The determination of good cause shall be made by the Planning Board.

Article XL. Zoning Board of Appeals

§ 240-199. Establishment; terms; vacancies.

[Amended AFTM 11-13-2007, Art. 8, approved 2-11-2008; AFTM 11-10-2008, Art. 7, approved 1-6-2009]

There shall be a Zoning Board of Appeals of five members and two associate members appointed by the Board of Selectmen as provided in M.G.L. c. 40A, § 12. The term of office of each member shall be for five years with the terms so arranged that the term of one member expires each year. Vacancies shall be filled for unexpired terms in the same manner as in the case of the original appointments. The Board shall adopt rules not inconsistent with the provisions of this chapter for the conduct of its business, shall file said rules with the Town Clerk and shall make said rules available to the public. Within this chapter, the designations "Zoning Board of Appeals" and "Board of Appeals" shall be used interchangeably.

§ 240-200. Zoning Administrator.

[Added ATM 4-9-1987, Art. 51]

The Board of Appeals is authorized to appoint a Zoning Administrator in accordance with the provision of MGL 40A, § 13. The Board of Appeals may delegate to said Zoning Administrator some of its powers and duties by a concurring vote of all members of the Board of Appeals consisting of three members, and a concurring vote of all except one member of a Board consisting of five members. Any person aggrieved by a decision or order of the Zoning Administrator, whether or not a party to the proceeding, or any municipal office or board, may appeal to the Board of Appeals, as provided in MGL C. 40A, § 14, within 30 days after the decision of the Zoning Administrator has been filed in the office of the Town Clerk. Any appeal, application or petition filed with said Zoning Administrator as to which no decision has been issued within 35 days from the date of filing shall be deemed denied and shall be subject to appeal of the Board of Appeals as provided in C. 40A, § 8.

§ 240-201. Powers.

The Zoning Board of Appeals shall have the following powers:

- A. To hear and decide appeals in accordance with § 240-202.
- B. To hear and decide applications for special permits upon which the Board is empowered to act. (See Article XLII.)
- C. To hear and decide petitions for variances as set forth in Article XLI.
- D. To delegate to Zoning Administrator some of its powers and duties, as outlined in § 240-200.

§ 240-202. Appeals procedure.

- A. An appeal to the Zoning Board of Appeals may be taken by the following parties:

LONG TERM USE RESTRICTIONS

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 _____, 20__ by and among 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 7 of the Acts of 2023, the city/town of Falmouth ("the Municipality"), and Excel 464 Main Street LLC, a Massachusetts [corporation/limited partnership/limited liability company], having an address at 70 East Falmouth Highway; Suite 3, East Falmouth, MA 02536, and its successors and assigns ("Developer").

Formatted: Not Highlight
Formatted: Not Highlight
Formatted: Not Highlight

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, the Developer intends to construct a rental housing development known as 464 Main Street at a/an 0.70 -acre site on 464 Main Street, Falmouth, MA Street/Road in the Municipality, more particularly described in Exhibit A attached hereto and made a part hereof (the "Project");

Formatted: Not Highlight
Formatted: Not Highlight
Formatted: Not Highlight

WHEREAS, such Project is to consist of a total number of 15 rental dwellings (the "Units") and 4 of the Units will be rented at rents specified in this Agreement to Eligible Tenants as specified in paragraph two of this Agreement (the "Low- and Moderate-Income Units");

Formatted: Not Highlight

WHEREAS, the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) and the Developer have made application to EOHLC to certify that the 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, EOHLIC 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, EOHLIC, the Municipality, and the Developer hereby agree and covenant as follows:

1. Construction. The 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 be indistinguishable from other Units in the Project from the exterior (unless the Project has an approved "Alternative Development Plan" as set forth in the Guidelines and 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.

 4 of the Low- and Moderate-Income Units shall be one-bedroom units;
 of the Low- and Moderate-Income Units shall be two-bedroom units;
 of the Low- and Moderate-Income Units shall be three-bedroom units; and,
 of the Low- and Moderate-Income Units shall be four 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:

studio units	-	250 square feet
one-bedroom units	-	700 670 square feet
two-bedroom units	-	900 square feet
three-bedroom units	-	1200 square feet
four-bedroom units	-	1400 square feet

During the term of this Agreement, the 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 persons with disabilities. 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 Town MSA/HMFA/Non-Metropolitan County.

(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, the 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, the Developer shall submit to the Municipality and EOHLIC 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 EOHLIC for compliance with the requirements of this Section. Rents for Low- and Moderate-Income Units shall not be increased without the Municipality's and EOHLIC'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 EOHLIC fail to respond to such a submission within thirty (30) days of the Municipality's and EOHLIC's receipt thereof, the Municipality and EOHLIC 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 EOHLIC fail to respond within thirty (30) days of the Municipality's and EOHLIC's receipt thereof, the Developer may send EOHLIC and the Municipality a notice of reminder, and if the Municipality and EOHLIC fail to respond within thirty (30) days from receipt of such notice of reminder, the Municipality and EOHLIC shall be deemed to have approved the submission.

Without limiting the foregoing, the 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 EOHLIC 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) For developments with "floating" units add: 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 Developer shall not be in default hereunder so long as either (i) the tenant income does not exceed one hundred forty percent (140%) of the maximum income permitted or (ii) the Developer rents the next available unit at the Development as a Low- and Moderate-Income Unit in conformance with Section 2(a) of this Agreement, or otherwise demonstrates compliance with Section 2(a) of this Agreement.~~ ~~For developments with "fixed" units add: 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 EOHLC.~~

(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, the 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 EOHLC as provided in section 2(g), below.

(f) The 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 EOHLC 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). ~~If 15% or more of the Units~~

~~are Low- and Moderate-Income Units add: All of the Units} {If less than 25% of the Units are Low- and Moderate-Income Units add: Only Low- and Moderate-Income Units}~~ will be deemed Low- and Moderate-Income housing to be included in the Subsidized Housing Inventory.

(b) 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, the Developer must obtain EOHLC'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 EOHLC 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 EOHLC directives reflecting the agreement between EOHLC 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 the Developer. A failure to comply with the Marketing Plan by the Developer or by the Municipality shall be deemed to be a default of this Agreement. The 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 EOHLC which may be inspected at any time by EOHLC. All Marketing Documentation must be approved by

EOHLC prior to its use by the 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, EOHLC determines that the 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 the Developer or Municipality as the case may be, shall conduct such additional outreach or marketing efforts as shall be determined by EOHLC.

5. Non-discrimination. Neither the Developer nor the Municipality shall discriminate on the basis of race, creed, color, sex, age, disability, marital status, national origin, sexual orientation, familial status, genetic information, ancestry, children, receipt of public assistance, or any other basis prohibited by law in the selection of tenants; and the 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. The 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. EOHLC and the Chief Executive Officer of the municipality shall have access during normal business hours to all books and records of the Developer and the Project in order to monitor the Developer's compliance with the terms of this Agreement.

7. Recording. Upon execution, the 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 the Developer shall pay all fees and charges incurred in connection therewith. Upon recording or filing, as applicable, the Developer shall immediately transmit to EOHLC 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. The Developer hereby represents, covenants and warrants as follows:

(a) The Developer (i) is a ~~LLC~~ limited liability company 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 the 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 the 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) The 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, any loan documents relating to the Project the terms of which are approved by EOHLC, 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 the 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.

(a) Except for rental of Units to Low- or Moderate-Income Tenants as permitted by the terms of this Agreement, the 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 EOHLC and the Municipality.

(b) A request for consent to a Sale shall include:

- A signed agreement stating that the transferee will assume in full the 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.

(c) Consent to the proposed Sale shall be deemed to be given unless EOHLC or the Municipality notifies the 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.

(d) The Developer shall provide EOHLIC 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 party of the Project.

For purposes hereof, the term "Beneficial Interest" 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.

Notwithstanding the above, EOHLIC's consent under this Section 9 shall not be required with respect to the grant by the 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.

10. Casualty; Demolition; Change of Use.

(a) The 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, the 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) The Developer shall not, without prior written approval of EOHLC and the Municipality and an amendment to this Agreement, change the type or number of Low- and Moderate-Income Units. The 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:

EOHLC: Executive Office of Housing and Livable Communities
Attention: Local Initiative Program Director
100 Cambridge Street, 3rd Floor
Boston, MA 02114

Municipality: Town of Falmouth
c/o Housing Coordinator
Town of Falmouth
59 Town Hall Square
Falmouth, MA 02540

Developer:
Excel 464 Main Street LLC
c/o The Valle Group
70 East Falmouth Highway, Suite 3

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 EOHLIC and its successors and assigns and the Municipality and its successors and assigns. EOHLIC 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) The 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 the Developer's successors in title, (ii) are not merely personal covenants of the Developer, and (iii) shall bind the Developer, its successors and assigns and enure to the benefit of EOHLIC 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. The Developer and the Municipality each agree to submit any information, documents, or certifications requested by EOHLIC which EOHLIC 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) The Developer and the Municipality each covenant and agree to give EOHLIC written notice of any default, violation or breach of the obligations of the 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 EOHLIC becomes aware of a default, violation, or breach of obligations of the Developer or the

Municipality hereunder without receiving a Default Notice from Developer or the Municipality, EOHLC 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 "EOHLC Default Notice"). If any such default, violation, or breach is not cured to the satisfaction of EOHLC within thirty (30) days after the giving of the Default notice by the Developer or the Municipality, or if no Default Notice is given, then within thirty (30) days after the giving of the EOHLC Default Notice, then at EOHLC's option, and without further notice, EOHLC may either terminate this Agreement, or EOHLC may apply to any state or federal court for specific performance of this Agreement, or EOHLC 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 EOHLC 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 and any other Units at the Project 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) The Developer acknowledges that the primary purpose for requiring compliance by the Developer with the restrictions provided herein is to create and maintain long-term affordable rental housing, and by reason thereof the Developer agrees that EOHLC 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 the Developer of its obligations under this Agreement in a state court of competent jurisdiction. The 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, the Developer shall reimburse EOHLC for all costs and attorney's fees associated with such breach.

17. Mortgagee Consents. The 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.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

Executed as a sealed instrument as of the date first above written.

DEVELOPER

By: _____
Its:

EXECUTIVE OFFICE OF HOUSING AND
LIVABLE COMMUNITIES

By: _____
Its:

MUNICIPALITY

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. _____, 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 the _____ [Developer], and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
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 Executive Office of Housing and Livable Communities, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
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 City/Town of _____, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

**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.

[NAME OF LENDER] Lender is not selected yet.

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 _____ Bank, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

EXHIBIT A

Re: 464 Main Street LLC
(Project name)
Falmouth, MA
(City/Town)
Excel 464 Main Street LLC
(Developer)

Formatted: Not Highlight

Property Description

Bk 33575 Pg37 #71258
12-14-2020 @ 02:41p

NOT AN OFFICIAL COPY
NOT AN OFFICIAL COPY
Property Address: 464 Main Street, Falmouth, Massachusetts 02540
NOT AN OFFICIAL COPY
QUITCLAIM DEED
NOT AN OFFICIAL COPY

464 Main St, LLC, a Massachusetts limited liability company, having a mailing address of 464 Main Street, Falmouth, Massachusetts, and formerly known as 464 Main Street, LLC

For consideration of SIX HUNDRED FIFTY THOUSAND DOLLARS (\$650,000.00) paid,

Grants to EXCEL 464 MAIN STREET, L.L.C., a Massachusetts limited liability company, with the principal mailing address being 464 Main Street, Falmouth, Massachusetts 02540,

WITH QUITCLAIM COVENANTS,

A certain parcel of land with the buildings thereon, situated in Falmouth, Barnstable County, Massachusetts, bounded and described as follows:

Beginning at a stone post on the northerly side of Main Street in line of land now or formerly of Henry J. Welch, formerly of James D. Lewis; thence

- EASTERLY: in line of said Street, 93 feet, more or less to an iron pipe for a corner; thence
- NORTHERLY: about 19° East, 310 feet more or less to an iron pipe for a corner; thence
- WESTERLY: 93 feet more or less, to line of land now or formerly of said Welch; thence
- SOUTHERLY: by land now or formerly of said Welch, 354 feet more or less to the bound first mentioned, together with the buildings thereon.

Said land is subject to and has the benefit of rights, easements and encumbrances of record insofar as same are in force and applicable.

Grantors certify that there are no persons entitled to claim homestead rights in the premises herein conveyed pursuant to M.G.L. Chapter 188 or otherwise.

The Grantor has not elected to be treated as a corporation for income tax purposes.

For title see deed of Paul M. Stegmann to 464 Main Street, LLC recorded at the Barnstable County Registry of Deeds Book 29115 Page 291.

MASSACHUSETTS STATE LICISE TAX
BARNSTABLE COUNTY REGISTRY OF DEEDS
Date: 12-14-2020 @ 02:41pm
Cell#: 1148 Doc#: 71258
Fee: 12,723.00 Com: 859,000.00

BARNSTABLE COUNTY EXCISE TAX
BARNSTABLE COUNTY REGISTRY OF DEEDS
Date: 12-14-2020 @ 02:41pm
Cell#: 1148 Doc#: 71258
Fee: 81,989.00 Com: 859,000.00

Executed this 30th day of November, 2020.

NOT
 AN
 OFFICIAL COPY 464 MAIN ST., LLC, FORMERLY KNOWN AS
 464 Main Street, LLC
 NOT
 AN
 OFFICIAL COPY By: Paul Stigmund
 Paul Stigmund, Manager

COMMONWEALTH OF MASSACHUSETTS

Danvers County

On the 30th day of November, 2020, before me, the undersigned notary public, personally appeared Paul Stigmund, Manager aforesaid, proved to me through satisfactory evidence of identification, which was MR. PRINCE A. KING, to be person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of 464 Main Street, LLC.

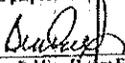

 Notary Public: Denise E. McGovern
 My commission expires: 9/19/2025



EXHIBIT B

Re: 464 Main Street
(Project name)
Falmouth, MA
(City/Town)
Excel 464 Main Street LLC
(Developer)

Formatted: Not Highlight

Formatted: Not Highlight

Initial Maximum Rents and Utility Allowances for Low- and Moderate-Income Units

	<u>Rents</u>	<u>Utility Allowance</u>
Studio units	\$ _____	\$ _____
One-bedroom units	\$ <u>1,783</u>	\$ <u>173</u>
Two-bedroom units	\$ _____	\$ _____
Three-bedroom units	\$ _____	\$ _____
Four-bedroom units	\$ _____	\$ _____

DOCUMENTS OF PROJECT SPONSOR

- 1. Certificates of Organization/Registration and Good Standing from the Secretary of State's Office**
- 2. Mortgagee Consents to Regulatory Agreement**
- 3. Trustee Certificates or Authorization for signer/s to execute all documents**



William Francis Galvin
Secretary of the
Commonwealth

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

NOT AN OFFICIAL COPY
November 17, 2020
NOT AN OFFICIAL COPY
TO WHOM IT MAY CONCERN

I hereby certify that a certificate of organization of a Limited Liability Company was filed in this office by

464 MAIN ST. LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on August 25, 2015.

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation; that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156C, § 70 for said Limited Liability Company's dissolution; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **PAUL SIEGMUND, BRUCE COURCIER**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **PAUL SIEGMUND, BRUCE COURCIER**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **PAUL SIEGMUND, BRUCE COURCIER**



Processed By: tam

In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin
Secretary of the Commonwealth

JOHN F. HEADS, REGISTER
BARNSTABLE COUNTY REGISTRY OF DEEDS
RECEIVED & RECORDED ELECTRONICALLY

1 UNDER THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS

EXCEL 464 MAIN STREET, LLC

Membership Certificate

This Certifies that _____
is a member of the above named Limited Liability Company and is entitled to the benefit and
privilege of such membership, subject to the terms and conditions as more fully set forth in the
Limited Liability Company Operating Agreement.
In Witness Whereof the Limited Liability Company caused this Certificate to be executed by
its duly authorized members this _____ day of _____, 20____, and the
Limited Liability Company seal is hereunto affixed.



your resource for Affordable Housing



MAXIMUM PROPERTY RENTS

YEAR: **2024 Income Limits**

PROPERTY: **464 Main Street, Falmouth**

FMR AREA: **Barnstable**

FINANCING PROGRAM: **EOHLC**

Utility Allowance: **Falmouth Housing Authority** Effective **10/1/2024**

Barnstable	Household Size	80% Median Income	Monthly Income	Max Rent*	Utility Allowance	Final Rent
1 Bedroom	2	\$78,250	\$6,520	\$1,956	\$173	\$1,783

* 30% of Median

Falmouth Housing Authority	Household Size	120% Median Income	Monthly Income	Max Rent*	Utility Allowance	Final Rent
1 Bedroom	2	\$121,560	\$10,130	\$3,039	\$173	\$2,866
2 Bedroom	3	\$136,680	\$11,390	\$3,417	\$226	\$3,191

Tenant Paid Utilities --- Per Bedroom Count			
	One	Two	
Electric Heat Pump	\$56	\$66	
Cooking-Electric	\$15	\$22	
Other Electric	\$57	\$80	
Air Conditioning	\$6	\$8	
Water Heat-Elec	\$39	\$50	
Water			
Sewer			
Other			
Total	\$173	\$226	

Completed By: MCO Date: 10/2/2024

Utility Allowance Schedule

See Public Reporting and Instructions on back.

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(exp. 04/30/2026)

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Locality/PHA Falmouth Housing Authority, MA		Unit Type: Apartment						Date (mm/dd/yyyy) Approved 9/25/24 BR Effective 10/1/24	
Utility of Service Town of Falmouth	Fuel Type	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR	
Heating	Natural Gas	\$46.00	\$56.00	\$63.00	\$73.00	\$83.00	\$92.00	\$100.00	
	Bottle Gas	\$111.00	\$137.00	\$154.00	\$175.00	\$201.00	\$222.00	\$243.00	
	Electric	\$54.00	\$63.00	\$85.00	\$108.00	\$130.00	\$152.00	\$164.00	
	Electric Heat Pump	\$47.00	\$56.00	\$66.00	\$74.00	\$82.00	\$91.00	\$98.00	
	Fuel Oil	\$75.00	\$89.00	\$103.00	\$117.00	\$132.00	\$146.00	\$157.00	
Cooking	Natural Gas	\$6.00	\$6.00	\$10.00	\$12.00	\$15.00	\$17.00	\$19.00	
	Bottle Gas	\$13.00	\$13.00	\$21.00	\$30.00	\$38.00	\$43.00	\$47.00	
	Electric	\$13.00	\$15.00	\$22.00	\$29.00	\$36.00	\$42.00	\$46.00	
Other Electric		\$49.00	\$57.00	\$80.00	\$102.00	\$125.00	\$147.00	\$159.00	
Air Conditioning		\$5.00	\$6.00	\$8.00	\$10.00	\$12.00	\$14.00	\$15.00	
Water Heating	Natural Gas	\$13.00	\$15.00	\$23.00	\$29.00	\$36.00	\$42.00	\$46.00	
	Bottle Gas	\$34.00	\$38.00	\$56.00	\$68.00	\$90.00	\$102.00	\$111.00	
	Electric	\$33.00	\$39.00	\$50.00	\$61.00	\$72.00	\$83.00	\$90.00	
	Fuel Oil	\$21.00	\$25.00	\$36.00	\$46.00	\$57.00	\$68.00	\$75.00	
Water		\$23.00	\$23.00	\$31.00	\$38.00	\$46.00	\$53.00	\$58.00	
Sewer		\$32.00	\$33.00	\$47.00	\$60.00	\$74.00	\$87.00	\$96.00	
Trash Collection		N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Other specify: Electric Charge \$10.00		\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	
Other specify: Natural Gas Charge \$10.00		\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	
Range/Microwave		\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	
Refrigerator		\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	
Actual Family Allowances -May be used by the family to compute allowance while searching for a unit.						Utility/Service/Appliance		Allowance	
Head of Household Name						Heating			
						Cooking			
Unit Address						Other Electric			
						Air Conditioning			
						Water Heating			
Number of Bedrooms						Water			
						Sewer			
						Trash Collection			
						Other			
						Range/Microwave			
						Refrigerator			
						Total			



adapted from form HUD-52667
(04/2023)



FY 2024 INCOME LIMITS DOCUMENTATION SYSTEM

[HUD.gov](#) [HUD User Home](#) [Data Sets](#) [Fair Market Rents](#) [Section 8 Income Limits](#) [MTSP Income Limits](#) [HUD LIHTC Database](#)

FY 2024 Income Limits Summary

FY 2024 Income Limit Area	Median Family Income <small>Click for More Detail</small>	FY 2024 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Barnstable Town, MA MSA	\$122,700	Very Low (50%) Income Limits (\$) <small>Click for More Detail</small>	44,300	50,650	56,950	63,300	68,400	73,450	78,500	83,600
		Extremely Low Income Limits (\$)* <small>Click for More Detail</small>	26,600	30,400	34,200	38,000	41,050	44,100	47,340	52,720
		Low (80%) Income Limits (\$) <small>Click for More Detail</small>	68,500	78,250	88,050	97,800	105,650	113,450	121,300	129,100

NOTE: **Falmouth town** is part of the **Barnstable Town, MA MSA**, so all information presented here applies to all of the Barnstable Town, MA MSA.

The **Barnstable Town, MA MSA** contains the following areas: Barnstable Town city, MA; Bourne town, MA; Brewster town, MA; Chatham town, MA; Dennis town, MA; Eastham town, MA; Falmouth town, MA; Harwich town, MA; Mashpee town, MA; Orleans town, MA; Provincetown town, MA; Sandwich town, MA; Truro town, MA; Wellfleet town, MA; and Yarmouth town, MA.

* The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as [established by the Department of Health and Human Services \(HHS\)](#), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.

Income Limit areas are based on FY 2024 Fair Market Rent (FMR) areas. For information on FMRs, please see our associated [FY 2024 Fair Market Rent documentation system](#).

For last year's Median Family Income and Income Limits, please see here:

FY2023 Median Family Income and Income Limits for Barnstable Town, MA MSA

Select a different county or county equivalent in Massachusetts:

Erving town

Essex town

Everett city

Fairhaven town

Fall River city

Falmouth town

Select county or county equivalent

Select any FY2024 HUD Metropolitan FMR Area's Income Limits:

Barnstable Town, MA MSA

Select HMFA Income Limits Area

Or press below to start over and select a different state:

Select a new state

[Update URL for Bookmarking or Emailing](#)

Prepared by the [Program Parameters and Research Division](#), HUD.



TOWN OF FALMOUTH

Office of the Town Manager & Select Board

59 Town Hall Square, Falmouth, Massachusetts 02540

Telephone: (508) 495-7320

townmanager@falmouthma.gov

July 24, 2024

Executive Office of Housing and Livable Communities

100 Cambridge Street, Suite 300

Boston, MA 02114

Attention: Margaux LeClair, Counsel/Fair Housing Specialist
Rieko Hayashi, Director Local Initiative Program

Via email: margaux.leclair@mass.gov
rieko.hayashi@mass.gov

RE: Statement of Need for Local Preference for Falmouth

Dear Ms. LeClair and Ms. Hayashi:

The purpose of this letter is to demonstrate the need for a local preference in the selection of residents for the affordable units for rent in the Local Action Unit project located at 464 Main Street, Falmouth. The Town of Falmouth is requesting that the Executive Office of Housing and Livable Communities (EOHLC) approve local preference for current residents, municipal and local business employees, and households with children attending Falmouth schools for up to 70% of the affordable units, or a total of 4 of the 15 units to be constructed which will be designated for individuals with median incomes no more than 80% of the area median income (AMI). The remaining units (11) will be deed restricted for individuals with median incomes no more than 120% of the AMI. Local preference has been employed successfully by the town to support local businesses and current residents.

According to the EOHLC's Subsidized Housing Inventory dated October 31, 2023, Falmouth's eligible affordable housing represents 8.11% of its total housing stock which is below the 10% threshold established under M.G.L. Chapter 40B. In choosing local preference, we are addressing the needs identified in both the Housing Demand Study and Needs Analysis and the 2024 Falmouth Housing Production Plan.

The Town of Falmouth has allocated over \$10 million towards community housing since 2012. The Falmouth Affordable Housing Fund (FAHF) recently granted \$1,875,000 to the 464 Main Street project [15 rental units]. It also has allocated \$70,000 for an update to the Town's 2018 Housing Production Plan (EOHLC approved in May, 2024), \$100,000 for 51 Esker Place [1 unit, homeownership], \$132,500 for 33 Pheasant Lane [1 unit, homeownership], \$1,485,000 supplemental funding for Main and Scranton [48 rental units] (full grant totaling \$3,785,000), \$500,000 for Sam Turner Road [4 units, homeownership], \$177,274 supplemental funding Megansett Crossing [10 rental units] (full grant totaling \$827,274), \$125,000 Club Valley Drive [1 unit, homeownership] and \$100,000 for land acquisition at 419 Waquoit Highway, which will be used to build affordable housing for homeownership. There are also many housing projects in the

EOHLC
July 24, 2024
Page 2 of 2

pipeline that are expected to file applications for funding in the near future. While the Town's actions to meet housing needs are positive, rising costs and a reduced supply of year-round housing are pushing low-income and moderate-income wage earners out of the community.

As has been widely reported, the number of units available for rent in Falmouth and on Cape Cod generally has fallen considerably over the past few years. Individuals and families with federal or state vouchers typically face a wait list of over a year in Falmouth. We know from direct experience recruiting for municipal positions that housing costs are a barrier for Falmouth employers. Falmouth residents, Town employees, employees of local businesses, and households with children attending local schools face a shortage of available affordable housing, limited choice in housing options, and in many cases the need for relief from high housing cost burdens. The new units to be created by this project will help to alleviate the shortage of affordable units in Falmouth and local preference will help to support a vibrant local economy, strong schools, and one of the most desirable places to live and work on Cape Cod.

We appreciate consideration of our request to utilize Local Preference for this project and look forward to continuing to work with EOHLC to provide much needed affordable housing opportunities for the residents of the Falmouth community.

Sincerely,



Michael Renshaw, ICMA-CM, MPA
Town Manager

cc: Joe Valle via email joseph.valle@vallegroup.com
Kimberly Fish, Falmouth Housing Coordinator via email kim.fish@falmouthma.gov



your resource for Affordable Housing



464 Main Street Falmouth, MA

Marketing and Outreach Plan Lottery Plan

Introduction

464 Main Street is a new multi-family community which shall provide 15 affordable one- and two- bedroom rental units which will be distributed by lottery to applicants earning up to 80% and 120% AMI. This plan describes the marketing program and minority outreach for 464 Main Street in the beautiful town of Falmouth, MA.

The units will be distributed based upon criteria established by the Executive Office of Housing and Livable Communities (EOHLC) through the Local Action Unit (LAU) Program. These units will be distributed through a lottery process with appropriate outreach to the area's minority population. There will be 9 one-bedroom and 6 two-bedroom units leased to affordable applicants at 80% and 120% AMI.

The objective of the marketing program is to identify a sufficient pool of applicants for the available, affordable homes. Based upon the lottery results, all applicants would have their proper rank in the appropriate pool. This will enable us to quickly determine who would have the first opportunity to lease a unit.

Potential tenants will not be discriminated against based on race, color, religious creed, marital status, military status, disability, national origin, sex, age, ancestry, sexual preference, source of income, presence of children, or any other basis prohibited by local, state, or federal law.

What follows is a list of activities and materials we intend to utilize to assist in our marketing of the homes, processing of the applicants and our attempts to reach out to the local community's minority population.

General Information

The Town of Falmouth and Excel 464 Main Street, LLC have worked together to create an affordable housing opportunity at 464 Main Street located on Main Street in Falmouth, Massachusetts.

The units will be distributed, by lottery, to households meeting the eligibility requirements and having income at or below 80% AMI for 4 one- bedroom units and 120% AMI for 5 one- and 6 two- bedroom units for the Barnstable MA HUD Metro FMR Area, adjusted for household size.

Each unit includes all kitchen appliances, 1 bathroom, surface parking, in 672 to 990 square feet of living space. There is an on-site coin op Laundromat. Pets will be allowed with breed restrictions. Pet rent to be determined. Smoking is not allowed.



The units will be distributed, by lottery, to households who meet the eligibility requirements and have an income at or below 80% and 120% of the area median income, for the Barnstable MA adjusted for Household size.

The following rents were determined using the 2024 income limits and the 2024 Falmouth Utility Allowances provided by the Falmouth Housing Authority effective 10/01/2024.

Barnstable	Household Size	80% Median Income	Monthly Income	Max Rent*	Utility Allowance	Final Rent
1 Bedroom	2	\$78,250	\$6,520	\$1,956	\$173	\$1,783

* 30% of Median

Barnstable	Household Size	120% Median Income	Monthly Income	Max Rent*	Utility Allowance	Final Rent
1 Bedroom	2	\$121,560	\$10,130	\$3,039	\$173	\$2,866
2 Bedroom	3	\$136,680	\$11,390	\$3,417	\$226	\$3,191

Tenants will be responsible for all utilities except water and sewer which is included in the rent.

MCO Housing Services, LLC will be sponsoring an application process and lottery to rank the eligible program applicants. The application and lottery process as well as the eligibility requirements are described in this plan. MCO Housing Services, LLC of Harvard, MA, has been hired as their lottery agent. MCO Housing Services, LLC has been providing Lottery Services to area developers and municipalities for over 20 years. Our contact information is:

MCO Housing Services, LLC
 Maureen O'Hagan
 P.O. Box 372
 Harvard, MA 01451
 (978) 456-8388
maureen@mcohousingervices.com

Applicants must include all required financial documentation with the application to be considered for the lottery. The application and the related financial information must be received prior to lottery deadline or have a postmark prior to the lottery deadline to be reviewed for eligibility.

Applicants who submit an incomplete application will be notified *after* the application deadline and will NOT be included in the lottery. Applicants who submit an incomplete application will be notified via email, if available, or by letter. The email or letter will include the list of missing documentation. If an applicant submits the missing documentation and their application is determined complete, *and* they are determined eligible - they would then be added to the waiting list. If units remain after the lottery, the available units would then be offered based on the date applicant was added to the waiting list.

If an applicant is determined ineligible based on income based on paystubs or self-employment only, they will have the opportunity to appeal the decision and will be notified in writing, via email or letter, of the appeal process and timeframe to appeal.

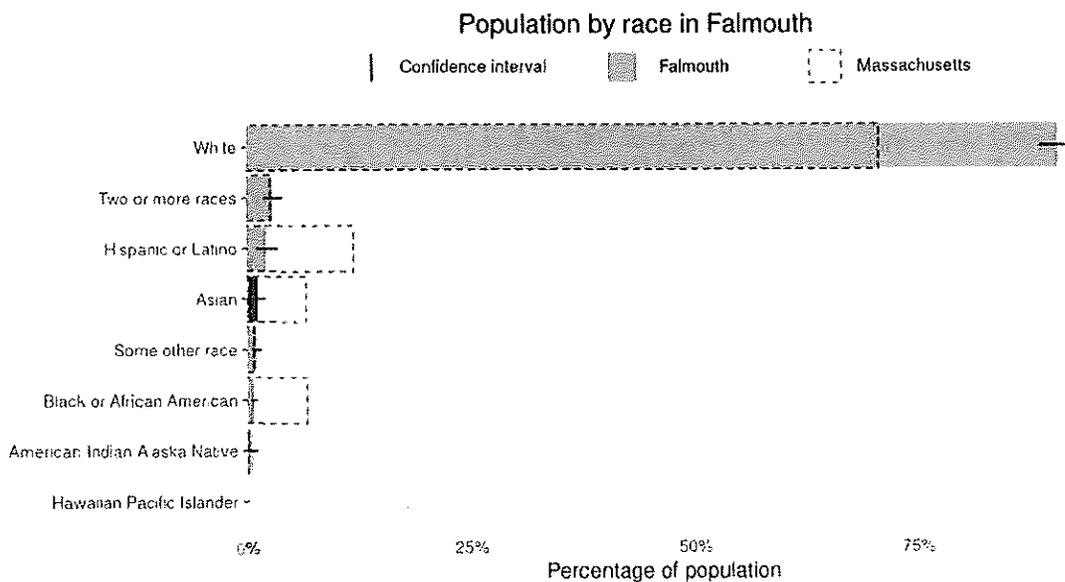


Marketing and Outreach Plan

Falmouth is a coastal town located on Cape Cod, with easy access to Route-28. Application availability and a public information meeting will be announced, with a minimum of two ads over a 60-day period, in the following papers:

The Enterprise
The Barnstable Patriot

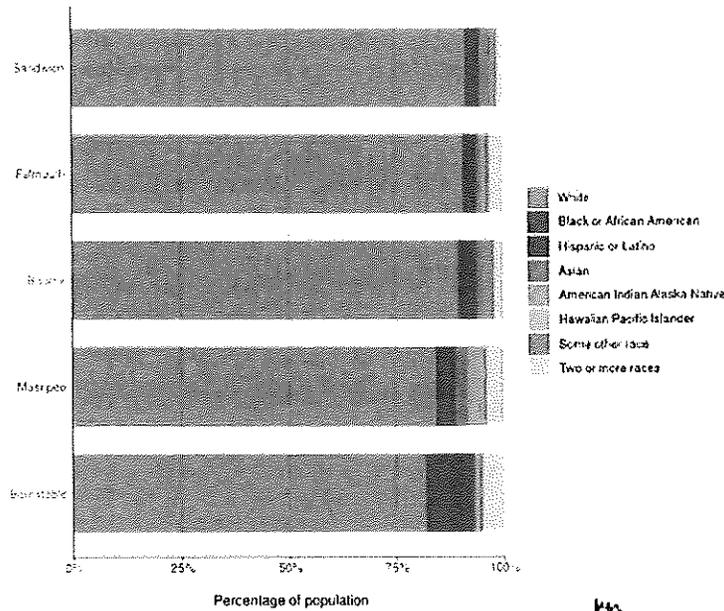
Based on the following tables for Race and Ethnicity in Falmouth and the surrounding communities, minority outreach will be conducted, with a minimum of two ads, through the El Mundo, Bay State Banner and Sampan.



Source: U.S. Census Bureau, American Community Survey, 2015-2020 5-year estimates
 Table DP05: Demographic and Housing Estimates



Race & ethnicity



U.S. Census Bureau, American Community Survey, 2019. Data for Massachusetts by town. Note: 0% = Demographic and housing estimates



A listing on housingnavigator.ma.org will also announce the lottery and application availability. Additionally, a mailing will be sent to local social services and public organizations.

MCO Housing Services, LLC will post the lottery information and application online at www.mcohousing.com. Applicants can print an application from www.mcohousing.com, can receive by mail by contacting MCO Housing Services, LLC at 978-456-8388 or lotteryinfo@mcohousing.com. Applications will also be available for pick-up at the Falmouth Town Hall or Falmouth Public Library.

A Public Information Meeting will be scheduled via Zoom where questions regarding program eligibility requirements, preferences for selections and the lottery process will be addressed. For those applicants who are unable to attend the live Zoom, or otherwise want to review, the meeting will be recorded, with those portions not containing unauthorized sensitive personal information and will be available for viewing up to the application deadline, upon request.

A confirmation letter or email will be sent to each eligible applicant stating their lottery code prior to the scheduled lottery. Lottery codes (as compared to applicant names) will be announced during the lottery drawing to ensure applicants privacy.

Eligibility Requirements



Each lottery applicant must meet the following eligibility requirements:

1. Income cannot exceed the following maximum allowable gross income guidelines, adjusted for household size, (as approved by EOHLIC) as follows:

Household Size	1	2	3	4
80% AMI Gross Allowable Income	\$68,500	\$78,250	n/a	n/a
120% AMI Gross Allowable Income	\$106,320	\$121,560	\$136,680	\$151,920

(Note: This represents 80% and 120% of the annual household median income for the area and is subject to adjustments. This assumes a household size of 1-4 people. The income limits are subject to change per HUD.)

2. For assets over \$5,000, the calculation of income will include an imputation of .06% of the value of total household assets or the actual interest/dividends earned, whichever is greater. For assets \$5,000 or less, the earned interest/dividend will be added to income to determine final eligibility. Assets include checking and savings accounts, investment accounts, CD's retirement, etc. Assets divested at less than full market value within 2 years of application will be counted a full market value when determining eligibility.

3. Potential tenants may not own another home, including in a Trust. The affordable unit must be their principal, full-time residence.

4. Persons with disabilities who need the features of the type of accessible or adaptable unit will be given first preference for such units regardless of what pool they are in based on the requested bedroom size. Where a person with a disability is awaiting such a unit with adaptive features and a unit becomes available, the owner/management agent must offer to adapt the unit within reason. Persons with disabilities are entitled to request a reasonable accommodation in rules, policies, practices, or services, or to request a reasonable modification in the housing, when such accommodations or modifications may be necessary to afford persons with disabilities an equal opportunity to use and enjoy the housing.

The lottery application is used to determine income eligibility to have the opportunity to lease an affordable unit. An applicant with an opportunity to lease will also need to complete a Lease Application, through the Leasing Agent, and go through the leasing process as determined by the Leasing Agent. This process may include credit screening, CORI, and landlord checks to the extent consistent with EOHLIC guidance in effect at such time. Attached is a copy of the Commonwealth of Massachusetts CORI which will be used if a CORI check is done. If applicants do not pass the Leasing Office screening, they will not be able to lease a unit.

Annually each affordable tenant will go through an eligibility review. At least 90 days before lease renewal current affordable residents will need to provide updated financial documentation to be reviewed for continued eligibility. Current residents are considered income eligible for an affordable unit as long their household income does not exceed 140% of 80% or 120% of AMI or maximum allowable income, adjusted for household size. Annually tenants will be recertified for eligibility. If household income exceeds 140% of 80% or 120% of AMI of the maximum allowable income, adjusted for household size, the tenant will no longer be income-eligible and will have to vacate the residence at the end of the lease.

Complete financial documentation will be required to participate in the lottery. Applications will be logged in when received. Review of applications will take place after the application deadline. Incomplete applications will not be included in the lottery and the applicant will be notified of what is needed to complete their application after the deadline via email, if available, or by letter. After the lottery, applicants can submit missing documentation or present any mitigating circumstances. If qualified at that time, they can be added to the waiting



list. If the lottery list is exhausted the remaining units will be filled by the waiting list based on the date a complete application is received.

Are there units available for Local Preferences?

Yes, 10 of the 15 units will be for Local Preference, three 80% units and seven 120% units. Local Preference applies for the initial lottery only. The local preference criteria are:

- Current Falmouth Resident
- Currently employed by the Town of Falmouth or the Falmouth School Department
- Employees of local Falmouth businesses or with an offer of bonafide employment from a company located in the Town of Falmouth
- Household with children attending the Falmouth School System, such as METCO students

Are there considerations for minorities?

If the percentage of minority applicants in the Local Preference Pool is less than the percentage of minorities in the Surrounding HUD-defined area, currently 15%, a preliminary lottery will be held comprised of all the minority applicants who do not qualify for the Local Preference Pool. Minority applicants not otherwise qualifying for the Local Preference Pool would be drawn at random from the Open Pool until the percentage of minorities in the Local Pool is no longer below the percentage of minorities in the surrounding HUD-defined area. Applicants not selected for the Local Preference Pool would be in the Open Pool only.

Lottery Process and Pool

MCO Housing Services, LLC will screen all applications. Applicants who submit an application, postmarked on or before the deadline, and are determined eligible will receive a confirmation email with their lottery code. Applicants that are not determined eligible will receive an email or letter notifying them of the decision.

Lottery Pool

Fifteen (15) one- and two-bedroom affordable units at 80% and 120% AMI are available by lottery at 464 Main Street through the Open Pool.

All eligible applicants will be pulled at the time of the lottery. This will establish the rankings for the distribution of the units. The highest ranked applicants requiring a one or two-bedroom unit will have the initial opportunity to lease.

Once the lottery rankings have been determined the applicants information will be forwarded to the Leasing Office for their screening which may include, but is not limited to, credit, CORI, past landlord checks, etc., to the extent consistent with EOHLC guidance in place at the time of such determinations. If the Leasing Office determines you are eligible, then you will be offered a unit.

You need to be determined eligible by MCO Housing Services, LLC, and the Leasing Office before you will be offered a unit. If either MCO Housing Services, LLC or the Leasing Office determines you do not meet their eligibility criteria, then you will not be able to lease a unit.

If you have a Section 8 or other housing voucher, the Public Housing Authority (PHA) will need to approve the project and rent before you will be able to sign a lease.

Household Size

Preference for the two-bedroom units will go to the households *requiring* two bedrooms. The one Bedroom units will be available to the appropriate bedroom size applicants.

Unit size preferences are based on the following:

1. There is at least one occupant per bedroom.
2. A husband and wife, or those in a similar living arrangement, shall be required to share a bedroom. Other household members may share but shall not be required to share a bedroom.
3. A person described in the first sentence of (2) shall not be required to share a bedroom if a consequence of sharing would be a severe adverse impact on his or her mental or physical health and the lottery agent receives reliable medical documentation as to such impact of sharing.
4. A household may count an unborn child as a household member. The household must submit proof of pregnancy with the application.
5. If the applicant is in the process of a divorce or separation, the applicant must provide proof that the divorce or separation has begun or has been finalized, as set forth in the application.

Monitoring Agent and Tenant Annual Eligibility Certification

MCO Housing Services, LLC will determine applicants' initial income eligibility and will conduct the annual tenant eligibility certification.

Rental: Opening Waiting Lists, Re-Marketing or Continuous Marketing

MCO Housing Services, LLC will incorporate the following EOHLC guidelines in opening rental waiting lists, re-marketing or continuous marketing for rental units located at 464 Main Street, in Falmouth, MA.

Although owner/management agent standards for opening waiting lists or re-marketing to generate sufficient applications after the initial rent-up stage may vary, the following are generally applicable: the waiting list is re-opened when it contains less than the number of applicants anticipated to be placed in the next 12 months, or, if the waiting list has not closed, additional marketing is undertaken to generate at least enough applicants as was needed to fill the previous year's vacancies.

a. Minimum Application Period

At such or similar points in time, consistent with a Developer or management agent's policies and practices with respect to marketing and wait lists, when a wait list (whether for a project or a particular unit type) is re-opened or units are remarketed, a minimum application period during which applicants may receive and submit applications is required. The appropriate length of the application period may vary depending on the number of units that are or will become available. In some instances, 20 or more business days will be appropriate, but in no event shall the application period be less than 10 business days.

b. "First Come, First Served"

A "first-come, first-serve" method of generating the waiting list order of new applicants that apply during said application period shall not be permitted as it may present an impediment to equal housing opportunity for some applicants, including some applicants with disabilities. Therefore, a random selection or other fair and equitable procedure for purposes of adding persons to a wait list upon opening the wait list or remarketing the units must be utilized, subject to the approval of the Subsidizing Agency. This does not require any changes to the wait list as it exists prior to adding the new applicants.



c. Continuous Marketing/Persons with Disabilities

If the wait list is not closed and marketing is ongoing continuously in order to generate sufficient applicants, then, so as to avoid a disparate impact on persons with disabilities who require a reasonable accommodation with the application process, including additional time to receive, complete and/or submit an application, and who therefore may be disadvantaged by wait list placement based upon the date/time of receipt of the application, the application will be date/time stamped prior to being mailed or otherwise provided to such applicants and upon submission of a complete application the household shall be placed on the wait list based upon such date/time stamp, *provided that* the application is returned or postmarked not more than 30 days of such date/time stamp. The ongoing affirmative and general marketing/outreach materials will contain language that explicitly gives notice of the availability of reasonable accommodations with respect to the application process and a telephone number for applicants who may want to request a reasonable accommodation and/or assistance with the application process.

Summary

We believe this outreach program will ensure the Town of Falmouth and the surrounding communities will be notified of the available opportunities and the smooth and fair processing of all potential applicants. It is our intention to work with the Town of Falmouth to incorporate local requests and ideas.

MODEL POLICY REGARDING APPLICANT SCREENING ON THE BASIS OF CRIMINAL RECORDS

Consistent with CORI reform in Massachusetts, to the extent criminal offender record information will be accessed to screen applicants for housing, such access will be utilized for rental or lease of housing only and will generally be limited to: felony convictions for 10 years following the disposition thereof, including termination of any period of incarceration or custody; misdemeanor convictions for 5 years following the disposition thereof, including termination of any period of incarceration or custody; and pending criminal charges as provided under M.G.L. c. 6, § 172 as amended, and implementing regulations at 803 CMR 2.00 et seq. Such limitations will not apply to convictions for murder, voluntary manslaughter, involuntary manslaughter, and sex offenses as defined in M.G.L. c. 6 § 178C that are punishable by a term of incarceration in state prison. Entities that are required to obtain a CORI for the housing or portion of such housing by a statutory or regulatory provision may be eligible to obtain additional CORI information for the housing, or portion of such housing, pursuant to M.G.L. c. 6, § 172 as amended, and implementing regulations at 803 CMR 2.00 et seq.

Where criminal record checks are part of a general background screening of applicants for housing, the following practices and procedures will generally be followed.

- I. All applicants for housing will be notified that a criminal record check will be conducted. If requested, they will be provided with a copy of this applicant screening policy.
- II. An informed review of a criminal record requires adequate training. Accordingly, all personnel authorized to review records of criminal activity in the decision-making process must be thoroughly familiar with criminal records and this applicant screening policy.
- III. Unless otherwise provided by law, a criminal record will not automatically disqualify an applicant. Rather, determinations of suitability based on criminal record checks will be made consistent with this policy. Records of criminal activity not resulting in a conviction (i.e., records of arrests, arraignments, dismissals, etc.) are not reliable evidence of criminal activity and, without more, shall not form the basis of a denial of housing. Records of criminal activity gleaned from newspaper articles or internet searches are not inherently reliable and should not be the sole basis for a denial of housing. Records of convictions obtained from a state agency responsible for maintaining and disseminating criminal records are the most reliable, preferred source of information concerning records of criminal activity. In Massachusetts, those agencies are the Department of Criminal Justice Information Services ("DCJIS") (formerly the Criminal History Systems Board) and the Sex Offender Registry Board.
- IV. If a record of criminal activity is revealed through a background check, the organization's applicant selector will closely compare the record provided by the background check with the identifying information provided by the applicant, to ensure that the record relates to the applicant.

V. If the (organization name) is inclined to make an adverse decision based on the results of the background check concerning criminal records, the applicant will be notified immediately. The applicant shall be provided with a copy of the criminal record and the organization's applicant screening policy, advised of the part(s) of the record that make the individual unsuitable for housing, and given an opportunity to dispute the accuracy and relevance of the criminal record. If the applicant denies that the record is accurate or that he is the person to whom it pertains, then the (organization name) shall allow the applicant a reasonable amount of time to seek to have the record corrected.

VI. If the (organization name) reasonably believes the record belongs to the applicant and that it is accurate, then the determination of suitability for housing will be made. Unless otherwise provided by law, factors considered in determining suitability may include, but not be limited to the following:

- a) Relevance of the crime to the housing sought;
- b) The nature of the housing for which the applicant is applying;
- c) Time since the conviction;
- d) Age of the applicant at the time of the offense;
- e) Seriousness and specific circumstances of the offense;
- f) The number of offenses;
- g) Whether the applicant has pending charges;
- h) Whether the applicant is still on probation or parole;
- i) Any relevant evidence of rehabilitation or lack thereof;
- j) Any other relevant information, including information submitted by the applicant or requested by the organization.

VII. (Organization name) will notify the applicant of the decision and the basis of the decision in a timely manner.





your resource for Affordable Housing



Lottery Information and Application 464 Main Street Falmouth, MA

Located at 464 Main Street in Falmouth, MA, 464 Main Street is a new construction rental community offering 15 one- and two-bedroom units, by lottery, to eligible applicants earning up to 80% or 120% AMI. Each unit includes all kitchen appliances, 1 bathroom, surface parking, in 672 to 990 square feet of living space. There is an on-site coin op Laundromat. Pets will be allowed with breed restrictions. Pet rent to be determined. Smoking is not allowed.

The current rents are: (rents subject to change prior to lottery)

- 4 - One Bedroom @ 80% AMI: \$1,783
- 5 - One Bedroom @ 120% AMI: \$2,866
- 6 - Two Bedroom @ 120% AMI: \$3,191

Tenants are responsible for all utilities, except water and sewer which is included in the rent. A utility allowance has been deducted from the rents. All affordable units will be distributed by lottery as outlined in the attached package. Please review the entire information packet in detail and complete the application and disclosure statement at the rear of the packet and submit all required financial information.

These rents are NOT income based. Applicants are responsible for the full rent as stated above. Section 8 or other housing vouchers will be accepted, and it is up to you to talk with your voucher holder to determine if they will approve the project and accept the rents. Generally, the minimum income needed to lease a unit, without a Section 8 or other housing voucher, are:

- 4 - One Bedroom @ 80% AMI: \$53,490
- 5 - One Bedroom @ 120% AMI: \$85,980
- 6 - Two Bedroom @ 120% AMI: \$95,730

Income and assets may be used in determining minimum income eligibility, if needed.

Important dates to mindful of regarding the lottery are as follows:

- Public Information Meeting via Zoom**
TBD
- Application Deadline**
TBD
- Lottery via Zoom**
TBD



Potential applicants will not be discriminated against based on race, color, religious creed, marital status, military status, disability, national origin, sex, age, ancestry, sexual preference, source of income, presence of children, or any other basis prohibited by local, state or federal law.

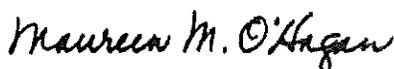
PLEASE NOTE: All applicants must include complete financial documentation with the application. An application will be considered incomplete and will not be included in the lottery if all financial documentation is not received on or before the application deadline.

Applicants who submit an incomplete application will be notified after the application deadline and will NOT be included in the lottery. Applicants that submit an incomplete application will be notified via email, if available, or by letter. The email or letter will include the list of missing documentation. If you submit the missing documentation and your application is determined complete you would be added to the waiting list. If unfilled units remain after the lottery, the available units would then be offered to you based on the date you were added to the waiting list.

For applicants unable to attend the live Zoom session or otherwise want to review the information, the meeting will be recorded available for viewing, upon request, up to the application deadline. Any portion of the meeting containing unauthorized sensitive personal information will not be released for viewing.

Thank you for your interest in affordable rental housing at 464 Main Street. If you have questions and cannot attend the Public Information Meeting, please contact MCO Housing Services at 978-456-8388 or email us at lotteryinfo@mcohousingsservices.com.

Sincerely,



Maureen M. O'Hagan
MCO Housing Services, LLC



This is an important document. Please contact [AGENCY NAME] at [PHONE #] for free language assistance.

Este documento es muy importante. Favor de comunicarse con el MCO Housing en 978-456-8388 para ayuda gratis con el idioma. (Spanish)

Este é um documento importante. Entre em contato com o MCO Housing Serv no número 978-456-8388 para obter assistência gratuita com o idioma. (Portuguese)

Dokiman sila a enpòtan. Tanpri kontakte MCO Housing la nan 978-456-8388 pou asistans gratis nan lang. (Haitian Creole)

此文件為重要文件。如果您需要免費的語言翻譯幫助，請聯絡 MCO Housing 聯絡方式：978-456-8388。
(Chinese, Traditional)

此文件為重要文件。如果您需要免費的語言翻譯幫助，請聯絡 MCO Housing 聯絡方式：978-456-8388。
(Chinese, Simplified)

Это весьма важный документ. Свяжитесь с сотрудником MCO Housing на предмет оказания бесплатной помощи по переводу на иностранный язык (978-456-8388). (Russian)
(Phone #)

នេះគឺជាឯកសារសំខាន់។ សូមទំនាក់ទំនង MCO Housing តាមរយៈ 978-456-8388 ដើម្បីទទួលបានជំនួយ
ផ្នែកភាសាដោយឥតគិតថ្លៃ។ (Mon-Khmer, Cambodian)

Đây là một tài liệu quan trọng. Vui lòng liên hệ MCO Housing tại 978-456-8388 để được hỗ trợ ngôn ngữ miễn phí. (Vietnamese)

Kani waa dukumentiyu muhiim ah. Fadlan MCO Housing kala soo xiriir 978-456-8388 si aad u hesho gargaar xagga luqadda oo bilaash ah. (Somali)

هذه وثيقة مهمة. يرجى الاتصال بـ MCO Housing بـ 978-456-8388 للمساعدة اللغوية المجانية.
[Phone #] [Agency Name] (Arabic)

Ce document est très important. Veuillez contacter le MCO Housing au 978-456-8388 afin d'obtenir une assistance linguistique gratuite. (French)

Il presente è un documento importante. Si prega di contattare il MCO Housing al 978-456-8388 per avere assistenza gratuita per la traduzione. (Italian)



464 Main Street

AFFORDABLE HOMES through the LAU Program Question & Answer

What are the qualifications required for Prospective Tenants?

- Qualify based on the following maximum income table, which is adjusted for household size:

Household Size	1	2	3	4
80% AMI Gross Allowable Income	\$68,500	\$78,250	n/a	n/a
120% AMI Gross Allowable Income	\$106,320	\$121,560	\$136,680	\$151,920

Income limits subject to change based on HUD updates.

LOTTERY APPLICANT QUALIFICATIONS:

1. Household income cannot exceed the above maximum gross allowable income limits. Income for adults 18 or older is required.
2. When assets total \$5,000 or less, the actual interest/dividend income earned is included in the annual income OR when assets exceed \$5,000, annual income includes the greater of actual income from assets or a .06% imputed income calculation. Assets divested at less than full market value within two years of application will be counted at full market value when determining eligibility.
3. In addition to income and asset eligibility you will also be subject to a screening by the project and determined eligible based on that basis.
4. Applicants may not own a home and lease an affordable unit, including homes in a trust.
5. Persons with disabilities will be given first preference for such units regardless of what pool they are in based on the requested bedroom size. Where a person with a disability is awaiting an accessible unit and a unit with adaptive features becomes available, the owner/management agent must offer to adapt the unit.

Are there units available for Local Preferences?

Yes, 10 of the 15 units will be for Local Preference, three 80% units and seven 120% units. Local Preference applies for the initial lottery only. The Local Preference criteria are on page 9.

Are there Group 2 units?

All units are intended to be adaptable. There are no Group 2 wheelchair accessible units. All units are Group 1. The units can be adapted to satisfy a reasonable accommodation request. Persons with disabilities are entitled to request a reasonable accommodation in rules, policies, practices, or services, or to request a reasonable modification in the housing, when such accommodations or modifications may be necessary to afford persons with disabilities an equal opportunity to use and enjoy the housing. Such reasonable accommodation is not limited to Group 2 units. The request for reasonable accommodation must be made at the time of initial lottery application with the required documentation, i.e. letter from doctor.

Are there preferences for Household Size?

Preference for the two bedrooms will be for households requiring two bedrooms.

Household Size Preferences are based on the following:

1. There is at least one occupant per bedroom.
2. A husband and wife, or those in a similar living arrangement, shall be required to share a bedroom. Other household members may share but shall not be required to share a bedroom.



3. A person described in the first sentence of (2) shall not be required to share a bedroom if a consequence of sharing would be a severe adverse impact on his or her mental or physical health and the lottery agent receives reliable medical documentation as to such impact of sharing.
4. A household may count an unborn child as a household member. The household must submit proof of pregnancy with the application.

Are there considerations for minorities?

If the percentage of minority applicants in the Local Preference Pool is less than the percentage of minorities in the Surrounding HUD-defined area, currently 15%, a preliminary lottery will be held comprised of all the minority applicants who do not qualify for the Local Preference Pool. Minority applicants not otherwise qualifying for the Local Preference Pool would be drawn at random from the Open Pool until the percentage of minorities in the Local Pool is no longer below the percentage of minorities in the surrounding HUD-defined area. Applicants not selected for the Local Preference Pool would be in the Open Pool only.

What happens if my household income exceeds the income limit after occupying the units?

Annually you will be recertified for eligibility. Once your household income exceeds 140% of the maximum allowable income adjusted for household size, then after the end of your current lease you will need to move out.

Lottery Process

Due to the nature of the affordable units' availability, it is important for everyone to understand the procedure. Please understand the allowable income guidelines are adjusted based upon your household size. Also be advised that the program and its requirements are subject to changes in state or federal regulations.

Lottery Pools

Fifteen (15) affordable units are available by lottery at 464 Main Street. The units will be available through the Local Preference and Open Pool. The unit's breakdown, as follows:

	Total # of Units	Local Pool	Open Pool
One Bedroom @ 80% AMI:	4	3	1
One Bedroom @ 120% AMI:	5	3	2
Two Bedroom @ 120% AMI:	6	4	2

All applicants that were determined eligible to participate in the lottery will receive a lottery code, which will be announced during the lottery. Local Pool applicants will have two opportunities for a unit as they will be included in both the Local Preference and Open Pool.

All the applicants for a given pool will be pulled at the time of the lottery. This will establish the rankings for the distribution of units. This means if you are a two-person household and meet the Household Size Preference and AMI (see Page 4) for a one-bedroom 80% unit and are drawn first in the lottery, you will be offered a one-bedroom unit. If you are a three-person household and meet the Household Size Preference and AMI for a two-bedroom unit and are drawn first, you will be offered a two-bedroom unit. This process will be identical for both the Local Preference Pool and Open Pool and for 80% and 120% AMI and will be used until all units are leased or until the lottery list is exhausted. Applicants in the Local Preference Pool will select units first then the Open Pool applicants.

Please note: Household size preference will override local preference. This means if we exhaust the applicants in the local pool that require two-bedroom units we will move to the open pool for households requiring two bedrooms. Household size shall not exceed, nor may the maximum allowable household size be more restrictive than, State Sanitary Code requirements for occupancy of a unit (See 105 CMR 400). Applicants will not be approved for units larger than their household size allows.



Once the lottery rankings have been determined your information will be forwarded to the Leasing Office for credit and background checks to the extent permitted by EOHLC guidance in effect at the time of your application. If the Leasing Office determines you are eligible then you will be offered a unit. There will be established policies regarding security deposits prior to the lottery.

You need to be determined eligible by MCO Housing Services, LLC, the Leasing Office, and if you have a Section 8 or other housing voucher, your Public Housing Authority (PHA). If the PHA determines you or the project does not meet the eligibility criteria, then you will not be able to lease a unit.

If there are lottery applicants remaining once the affordable units are leased then, based on the order in which such applicants were drawn from the Open Pool and subject to any applicable preferences for accessible units and household size, MCO Housing Services will establish a waiting list for future vacancies.

Time Frames

If you are selected and can lease a unit you will speak or meet with a representative to review your application to verify all information. Please be advised that the official income verification will be done at the time you have an opportunity to lease. Also understand you need to be income and asset eligible but will also, at minimum, be subject to a credit screening, landlord screening, employment verification, criminal background and CORI checks by the project and determined eligible or ineligible on that basis to the extent consistent with EOHLC guidance in effect at the time of such determination.

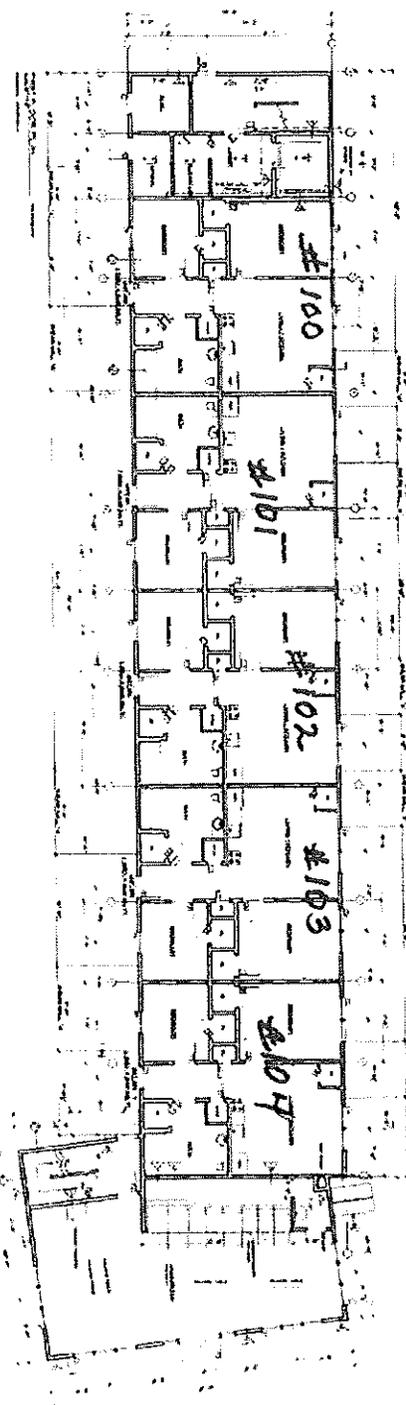
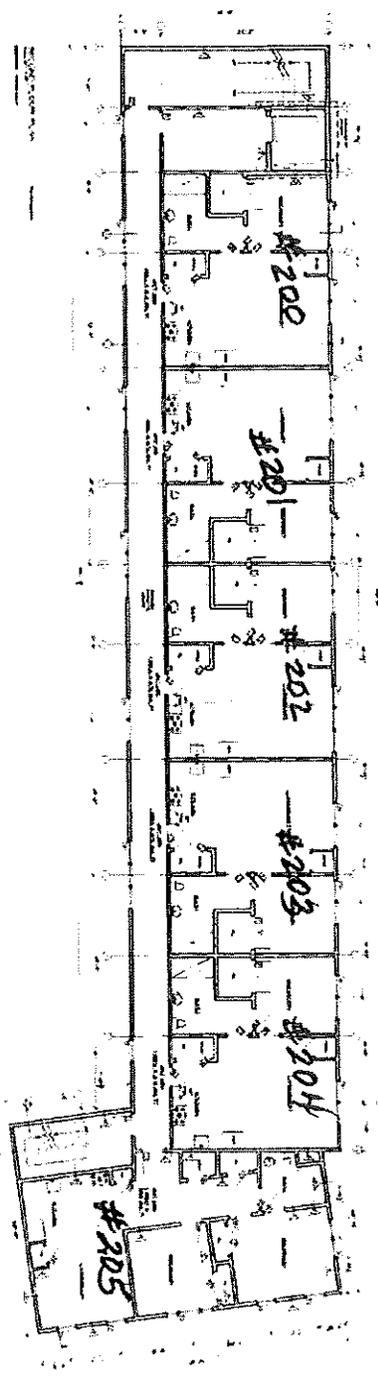
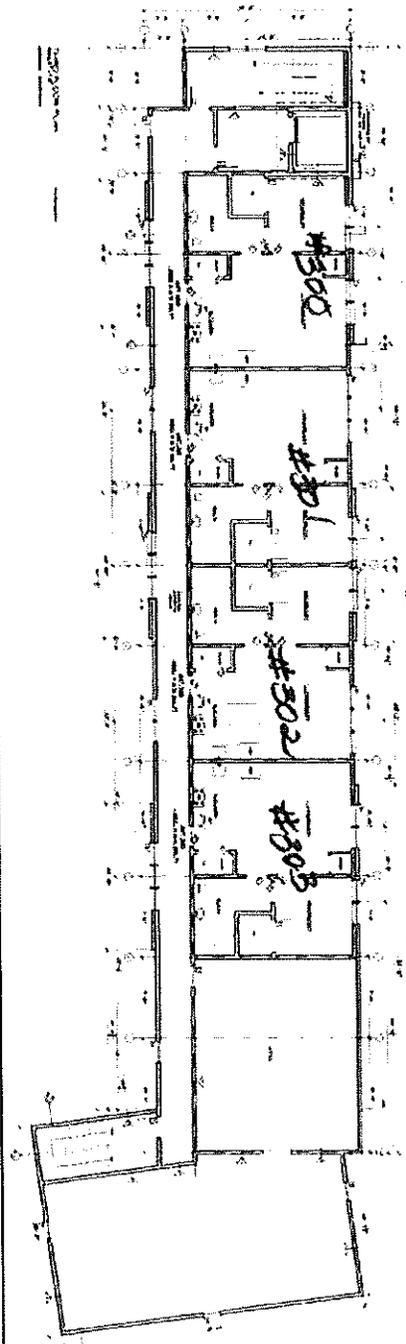
Acceptance of Units

The initial lottery “winners” may have a choice of the appropriately sized available affordable units. Post lottery each applicant will need to meet with the Leasing Office and complete their screening by the deadline provided. If you miss the deadline, we will move to the next applicant waiting for a unit and you may lose the opportunity to lease.

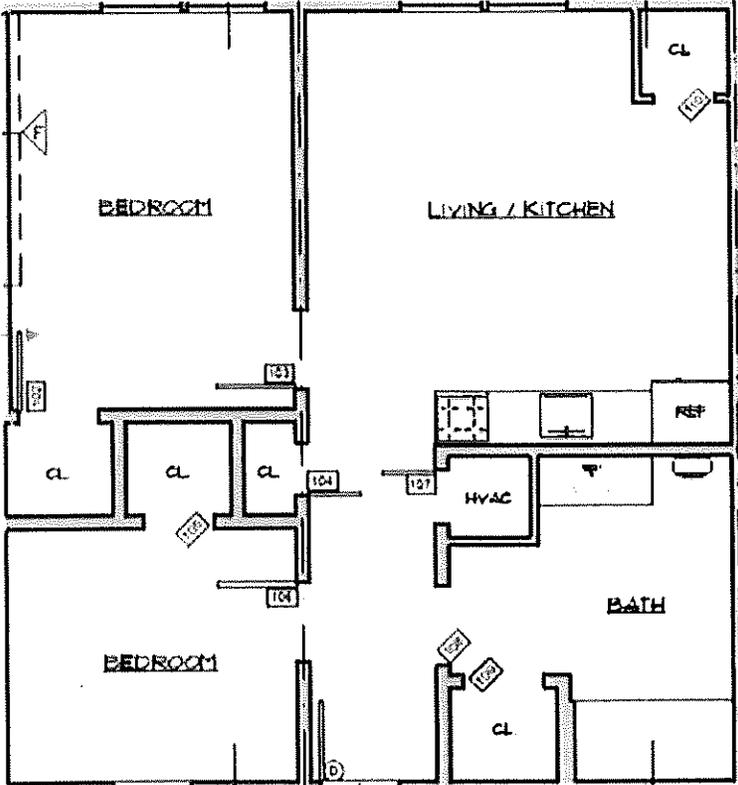
Unit Availability and Distribution

Unit #	Bedroom Size	# of Baths	Sq. Ft.	AMI
100	2	1	840	120%
101	2	1	840	120%
102	2	1	840	120%
103	2	1	840	120%
104	2	1	840	120%
200	1	1	672	80%
201	1	1	672	120%
202	1	1	672	120%
203	1	1	672	120%
204	1	1	672	80%
205	2	1	990	120%
300	1	1	672	120%
301	1	1	672	80%
302	1	1	672	120%
303	1	1	672	80%





Sample 2 Bedroom unit



464 Main Street

LOTTERY APPLICATION – Rental Units

APPLICATION DEADLINE: TBD

For Office Use Only:

Date Appl. Rcvd: _____

Household Size: _____

Local: Y / N

Lottery Code: _____

PERSONAL INFORMATION:

Date: _____

Name: _____

Address: _____ Town: _____ Zip: _____

Home Telephone: _____ Work Telephone: _____ Cell: _____

Email: _____

Do you currently own or ever owned a home? Y / N. If so, when did or will you sell it? _____

LOCAL PREFERENCE: (Check all that apply) Proof of Local Preference will be required if you have the opportunity to lease.

- Current Falmouth Resident
- Currently employed by the Town of Falmouth or the Falmouth School Department
- Employees of local Falmouth businesses or with an offer of bonafide employment from a company located in the Town of Falmouth
- Household with children attending the Falmouth School System, such as METCO students

Do you have a Section 8 or other housing voucher (the units are **NOT** subsidized, or income based): ____ Yes ____ No

Bedroom Size: ____ One Bedroom ____ Two Bedroom

Do you require any adaptations or special accommodation? ____ Yes ____ No

If Yes, please explain: _____

The total household size is _____

Household Composition - complete for everyone that will be living in the unit.

Name _____ Relationship _____ Age _____

FINANCIAL WORKSHEET: (Include all Household Income, which includes gross wages, retirement income (if drawing on it for income), business income, veterans' benefits, alimony/child support, unemployment compensation, social security, pension/disability income, supplemental second income and dividend income.)

Applicants Annual Base Income (Gross) _____

Other Income, specify _____



Co-Applicants Annual Base Income (Gross) _____
 Other Income, specify _____
TOTAL ANNUAL INCOME: _____

Household Assets: (This is a partial list of required assets. Complete all that apply with current account balances)

Checking _____
 Savings _____
 Debit Card _____
 Stocks, Bonds, Treasury Bills, CD or
 Money Market Accounts and Mutual Funds _____
 Individual Retirement, 401K and Keogh accounts _____
 Retirement or Pension Funds (amt you can w/d w/o penalty) _____
 Revocable trusts _____
 Equity in rental property or other capital investments _____
 Cash value of whole life or universal life insurance policies _____
TOTAL ASSETS _____

EMPLOYMENT STATUS: (include for all working household members. Attach separate sheets, if necessary.)

Employer: _____
 Street Address: _____
 City/State/Zip: _____
 Date of Hire (Approximate): _____
 Annual Wage - Base: _____
 Additional: _____ (Bonus, Commission, Overtime, etc.)

ABOUT YOUR HOUSEHOLD: (OPTIONAL)

You are requested to fill out the following section to assist us in fulfilling affirmative action requirements. Please be advised that you should fill this out based upon family members that will be living in the apartment/unit. Please check the appropriate categories:

	Applicant	Co-Applicant	(#) of Dependents
Black or African American	_____	_____	_____
Hispanic or Latino	_____	_____	_____
Asian	_____	_____	_____
Native American or Alaskan Native	_____	_____	_____
Native Hawaiian or Pacific Islander	_____	_____	_____
Not White	_____	_____	_____

SIGNATURES:

The undersigned warrants and represents that all statements herein are true. It is understood that the sole use of this application is to establish the preliminary requirements for placement into a lottery to have an opportunity to lease an affordable unit at 464 Main Street. I (we) understand if selected all information provided shall be verified for accuracy at the time of lease.

Signature _____ Date: _____
 Applicant(s)

Signature _____ Date: _____
 Co-Applicant(s)



464 Main Street

Affidavit & Disclosure Form

I/We understand and agree to the following conditions and guidelines regarding the distribution of the affordable units at 464 Main Street – Falmouth, MA through the Executive Office of Housing and Livable Communities (EOHLC):

1. The gross annual household income for my family does not exceed the allowable limits as follows:

Household Size	1	2	3	4
80% AMI Gross Allowable Income	\$68,500	\$78,250	n/a	n/a
120% AMI Gross Allowable Income	\$106,320	\$121,560	\$136,680	\$151,920

Income from all family members, over the age of 18, must be included.

2. I/We understand the calculation of income will include the higher of actual income from assets (if over \$5,000) or an imputation of .06% of the value of total household assets which is added to a household's income in determining eligibility.
3. The household size listed on the application form includes only all the people that will be living in the residence.
4. I/We certify all data supplied on the application is true and accurate to the best of my/our knowledge and belief under full penalty of perjury. I/We understand that providing false information will result in disqualification from further consideration.
5. I/We understand that being selected in the lottery does not guarantee that I/we will be able to lease a unit. I/We understand that all application data will be verified, and additional financial information may be required, verified, and reviewed in detail prior to leasing a unit. I/We also understand that the Project's Owner will also perform its own screening to determine our eligibility to lease.
6. I/We understand that if selected I/we may be offered a specific unit. I/We will have the option to accept the available unit, or to reject the available unit. If I/we reject the available unit I/we will move to the bottom of the waiting list and will not have another opportunity to lease an affordable unit at 464 Main Street.
7. Program requirements are established and enforced by the Project's Monitoring Agent, EOHLC. I/We agree to be bound by whatever program changes may be imposed at any time throughout the process. If any program conflicts arise, I/we agree that any determination made by the EOHLC is final.
8. Affordable units may not be leased to individuals who have a financial interest* in the development or to a Related Party**, or to their families. I/we certify that no member of our household has a financial interest in this Project, is a Related Party, or is a family member of someone who has a financial interest or is a Related Party.

*"Financial interest" means anything that has a monetary value, the amount of which is or will be determined by the outcome of the Project, including but not limited to ownership and equity interests in the Developer or in the subject real estate, and contingent or percentage fee arrangements; but shall not include third party vendors and contractors.



****Related Party means:**

1. any person that, directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with the Developer, as well as any spouse of such person or "significant other" cohabiting with such person, and any parent, grandparent, sibling, child or grandchild (natural, step, half or in-law) of such person;
2. any person that is an officer of, member in, or trustee of, or serves in a similar capacity with respect to the Developer or of which the Developer is an officer, member, or trustee, or with respect to which the Developer serves in a similar capacity, as well as any spouse of such person or "significant other" cohabiting with such person, and any parent, grandparent, sibling, child or grandchild (natural, step, half or in-law) of such person;
3. any person that, directly or indirectly, is the beneficial owner of, or controls, 10% or more of any class of equity securities of, or otherwise has a substantial beneficial interest (10% or more) in, the Developer, or of which the Developer is directly or indirectly the owner of 10% or more of any class of equity securities, or in which the Developer has a substantial beneficial interest (10% or more) , as well as any spouse of such person or "significant other" cohabiting with such person, and any parent, grandparent, sibling, child or grandchild (natural, step, half or in-law) of such person;
4. any employee of the Developer; and
5. any spouse, parent, grandparent, sibling, child or grandchild (natural, step, half or in-law) of an employee of the Developer or "significant other" cohabiting with an employee of the Developer.

9. I/We understand there may be differences between the market and affordable units and accept those differences.

10. I/We understand if my/our total income exceeds 140% of the maximum allowable income at the time of annual eligibility determination, after the end of my then current lease term I will no longer be eligible for the affordable rent.

I/We have completed an application and have reviewed and understand the process that will be utilized to distribute the available units at 464 Main Street. I/We am qualified based upon the program guidelines and agree to comply with applicable regulations.

Applicant

Co-Applicant

Date

Refer to page 18 for submission information



APPLICATION TIPS

READ THE FOLLOWING CAREFULLY

1. More than 60% of applications submitted to MCO Housing Services for lotteries are incomplete and not included in lotteries. Please take the time to read the application and submit all required documentation. It is your responsibility to provide the correct documentation. It does not matter if you were the first application or the last application received, we will NOT review applications until AFTER the posted deadline.
2. Read the NOTES on the Required Personal Identification and Income Verification Documents. Failure to do so could mean the difference between a complete and incomplete application as well as eligibility for a unit.
3. All financial documentation, income, assets and tax returns, are required from all household adults aged 18 or older. No exceptions.
4. All Asset statements must include your name, account number and Institution name. Do not take photos or copy a statement from your phone. If you provide any asset statements without the above information your application is an automatic incomplete.
5. DO NOT ASSUME you do not need to provide a certain document. When in question call or email BEFORE you submit your application.
6. We will not use the amount listed on your paystubs or W2's regarding your retirement account i.e. 401K, 403B, IRA, Roth IRA etc. Your paycheck and W2's tell us you have a retirement account only. You must provide the last statement from whoever is managing the account for MCO to determine the account's value.
7. Do NOT forget to include statements from Robinhood or any other online investment accounts. They are considered part of your assets. If you have an open account, you must provide a statement whether there are any funds in the account or not.
8. If you are unable to provide specific information, then submit a note with your application explaining the circumstances. This will not guarantee your application will be included in the lottery, but depending on the circumstances, we may be able to work with you.
9. Do not take photos with your cellphone of any documentation and email it to us. The photos are not legible, and we will not accept them.
10. You can fax your information, but it is not recommended. If all pages are not received your application would be considered incomplete.

I/We have read the above information.

Signature

Date

Signature

Date



**Required Personal Identification and Income Verification Documents
TO BE RETURNED WITH APPLICATION**

Provide one copy of all applicable information. Complete financial documentation is required and must be sent with your application to participate in the lottery. Incomplete applications will not be included in the lottery and the applicant will be notified after the application deadline.

Initial each item that are applicable AND provide the document. Write N/A if not applicable and return this sheet with your application.

1. _____ Identification for each household member, i.e. Social Security Card, Birth Certificate etc.
2. _____ If you have a Section 8 Voucher or other Housing Voucher, you MUST provide a valid copy with your application.
3. _____ If you require Special Accommodation you must request as part of your application and if documentation is required, i.e. doctors letter, it MUST be included with the application.
4. _____ The most recent last five (5) **consecutive** pay stubs for all jobs (check/direct deposit stubs). For unemployment, DOR verification stating benefits received and payment history. Same for disability compensation, worker's compensation and/or severance pay.
 - **NOTE:** If you have obtained a new job within the last 12 months you must provide a copy of the Employment Offer Letter.
 - **NOTE:** If you are no longer working for an employer you worked for in the last 12 months, you must provide a letter from the employer with your separation date.
 - **NOTE:** You need to provide 5 pay stubs whether you are paid weekly, semi-weekly, bi-weekly or monthly.
5. _____ Benefit letter providing full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts.
6. _____ Child support and alimony: court document indicating the payment amount, DOR statement. If you do not receive child support provide a letter stating, that you are not receiving child support or see attached form.
7. _____ If you are self-employed you MUST provide a detailed expense and income statement for the last 12 months and three months of business checking and savings accounts along with last three Federal Income Tax Returns.
8. _____ Federal Tax Returns –2023 (NO STATE TAX RETURNS)
 - **NOTE:** Provide all pages that are submitted to the IRS. For example, if a Schedule C is submitted to the IRS and not part of your application, your application will be considered incomplete.



- **NOTE:** If you filed but do not have copies of your Federal Income Tax returns, you can obtain a copy of your Tax Transcript using form 4506-T that you can obtain at irs.gov or create an account at irs.gov and print out the Tax Transcript.
- **NOTE:** If you have not filed tax returns you must provide a letter from the IRS Verifying Non-filing of your tax return(s). Request Verification of Non-filing letter by using form 4506-T that you can obtain at irs.gov or create an account at irs.gov and print out the Verification of Non-filing letter.

9. _____ W2 and/or 1099-R Forms: 2023

- **NOTE:** If you do not have copies of W2's and/or 1099's, you can obtain a copy of your Wage Transcript using form 4506-T that you can obtain at irs.gov or create an account at irs.gov and print out the Wage Transcript.

10. _____ Interest, dividends and other net income of any kind from real or personal property.

11. Asset Statement(s): provide **current** statements of all that apply, unless otherwise noted:

GENERAL NOTE: ALL ASSETS STATEMENTS MUST INCLUDED YOUR NAME, ACCOUNT NUMBER AND INSTITUTION NAME FOR ALL CHECKING, SAVINGS, INVESTMENT ACCOUNTS AND RETIREMENT ACCOUNTS. ANY ACCOUNTS PROVIDED WITHOUT THIS INFORMATION IS AN AUTOMATIC INCOMPLETE APPLICATION.

- _____ Checking accounts – Last **three (3)** months of statements – EVERY PAGE – FRONT AND BACK.

NOTE: Direct deposits from Payroll, SS, tax refund, transfers between your accounts, DOR, DTA etc. we can identify. If you have cash deposits, payroll or non payroll or other income deposits you **MUST** identify where the funds have come from. For example only, **VENMO, EBAY, POSHMARK, PAYPAL, CASH APP, ATM and MOBILE deposits, ZELLE and other transfers between any accounts but your accounts, etc.** There is no way we can list all sources. If you fail to explain they will be counted as income, which may put you over the income limit.

NOTE: Do NOT provide a running transaction list of activity. You must provide the individual statements.

- _____ Pre-paid debit card statements – current month.

NOTE: This is **NOT** your ATM/Debit card. This is usually a separate debit card statement showing income deposited directing onto the debit card, i.e. Social Security or other regular income.

NOTE: If Social Security payments are deposited on a Direct Express card it is your responsibility to provide proof. You can print a statement from the Direct Express website at <https://www.usdirectexpress.com/>.

- _____ Saving accounts – last **three (3)** months of full statements.

NOTES: Direct deposits from Payroll, SS, tax refund, transfers between your accounts, DOR, DTA etc. we can identify. If you have cash deposits, payroll or non-payroll or other income deposits you



MUST identify where the funds have come from. For example, **VENMO, EBAY, POSHMARK, PAYPAL, CASH APP, ATM and MOBILE deposits, ZELLE and other transfers between any accounts**

but your accounts, etc. There is no way we can list all sources. If you fail to explain they will be counted as income, which may put you over the income limit.

- _____ Revocable trusts
- _____ Equity in rental property or other capital investments
- _____ Investment accounts, including stocks, bonds, Treasury Bills, Certificates of Deposit, Mutual Funds, Money Market, Robinhood and all online accounts, etc.
- _____ Retirement accounts, IRA, Roth IRA, 401K, 403B, etc for all current and past jobs
- _____ Cash value of Whole Life or Universal Life Insurance Policy.
- _____ Personal Property held as an investment
- _____ Lump-sum receipts or one-time receipts

12. _____ Proof of student status for dependent household members over age of 18 and full-time or part-time students. Letter from High School or College providing student status, full time or part time for current or next semester.

13. _____ A household may count an unborn child as a household member. The household must submit proof of pregnancy with the application, i.e. letter from doctor.

14. _____ If the applicant is in the process of a divorce or separation, the applicant must provide legal documentation that the divorce or separation has begun or has been finalized. Information must be provided regarding the distribution of family assets.

15. _____ If you have a home to sell you need to provide a copy of your last mortgage statement and a market analysis which provides the sale price. The home must be sold before you can lease an affordable apartment.

16. _____ If you are receiving gift monies on a regular basis you need to provide a letter stating who is providing the funds and the monthly amount.

We understand if we do not provide all applicable financial documentation we will not be included in the lottery. We also understand we will be notified after the application deadline that our application is incomplete.

Print Applicants Name(s): _____

Applicants Signature

DATE

Co-Applicants Signature

DATE

See page 18 for submission information



464 Main Street
Falmouth, MA

Release of Information Authorization Form

Date: _____

I/We hereby authorize MCO Housing Services, LLC, 464 Main Street Leasing Office, or any of its assignees to verify any and all income, assets and other financial information, to verify any and all household, resident location and workplace information and directs any employer, landlord or financial institution to release any information to MCO Housing Services, LLC, 464 Main Street Leasing Office, or any of its assignees and consequently the Project Administrator, for the purpose of determining income eligibility for 464 Main Street in Falmouth, MA.

A photocopy of this authorization with my signature may be deemed to be used as a duplicate original.

Applicant Name (Please Print)

Applicant Name (Please Print)

Applicant Signature

Applicant Signature

Mailing Address

See page 18 for submission information



Return the following to MCO Housing Services, LLC:

1. Completed, signed and dated application.
2. Signed and dated Affidavit and Disclosure Form.
3. Completed, signed and dated Required Personal Identification and Income Verification Documents Form.
4. All required financial documentation.
5. Complete, signed and dated *Release of Information Authorization Form*.
6. Special Accommodation Income, if needed.
7. Proof of Local Preference, if applicable.

RETURN ALL, postmarked on or before the TBD application deadline to:

MCO Housing Services, LLC
P.O. Box 372
Harvard, MA 01451
Overnight mailing address: 206 Ayer Road, Harvard, MA 01451
Phone: 978-456-8388
FAX: 978-456-8986
Email: lotteryinfo@mcohousingervices.com
TTY: 711, when asked 978-456-8388

NOTE: If you are mailing your application close to the application deadline, make sure you go into the Post Office and have them date stamp and mail. As I understand, mail that is sent to the central sorting facility may use bar codes so we would have no idea when the application was mailed and it can take longer for MCO to receive. If we receive an application after the deadline that has a barcode it will be counted as a late application and will not be included in the lottery.





your resource for Affordable Housing



**464 Main Street
Falmouth, MA**



RENTS:

4—One Bedroom Units @ 80% AMI—\$1,783

5—One Bedroom Units @ 120% AMI—\$2,866

6—Two Bedroom Units @ 120% AMI—\$3,191

Tenant is Responsible for all Utilities, except water and sewer

Fully Appliance Kitchens

One Bathroom

In Building Coin-Op Laundry

Smoke Free

Pets Allowed per Pet Policy; Monthly Pet Rent Applies

Section 8 and other housing vouchers accepted

NEW CONSTRUCTION

Fantastic NEW Units for RENT by Town Center in Beautiful Town of Falmouth, MA.

For program information:

Contact: MCO Housing Services

Call: 978-456-8388

FAX: 978-456-8986

**Application Pick up: Falmouth Town Hall &
Public Library, Leasing Office**

Email: lotteryinfo@mcohousingservices.com

TTY: 711, when asked 978-456-8388

Visit our Website:

MCOHousingServices.com

**Sign up for future offerings and
available listings.**





your resource for Affordable Housing



Unit Information

of BR: 1—2
Baths: 1
Parking: Surface Parking
Size of Home: 672 to 990 sq. ft.
Appliances: Fully furnished kitchen,

- Rental Units Distributed by Lottery
- Language/translation assistance available, at no charge, upon request.

Resident selection based on a lottery.
Call us for lottery details or application.

Eligibility Criteria

1. Gross Household Income Limits at 80% AMI:

	80%	120%
1 person household:	\$68,500	\$106,320
2 person household:	\$78,250	\$121,560
3 person household:	N/A	\$136,680
4 person household:	N/A	\$151,920

2. Actual interest/dividends or .06% of assets totaling more than \$5000, whichever is greater, is added to income for final income determination. Actual interest/dividends earned for assets up to \$5000 will be added to income to determine final income eligibility.

Public Information Meeting via Zoom

TBD

Application Deadline

TBD

Lottery via Zoom

TBD

New Construction. Great Town Location

For program information:
Maureen O'Hagan
(978) 456-8388
lotteryinfo@mcohousingservices.com

Visit our Website:
MCOHousingServices.com
Sign up for future offerings
and available listings.



Falmouth **RENTAL** Affordable Units
 Fifteen (15) Apartment Style Residences
 1 and 2 Bedroom Units at 80% and 120% AMI
 Rents: 1 BR (80%) - \$1,783; 1 BD (120%) - \$2,866
 2 BR (120%) - \$3,191
 Tenants Responsible for all utilities

464 Main Street—Falmouth, MA

Public Information Meeting via

Zoom

TBD

Application Deadline

TBD

MAX ALLOWABLE INCOME

	80%	120%
1 person:	\$68,500	\$106,320
2 person:	\$78,250	\$121,560
3 person:	N/A	\$136,680
4 person:	N/A	\$151,920

Reasonable Accommodations Available for persons with disabilities. Language/translation assistance available, at no charge, upon request. Section 8 and other housing vouchers accepted.
 Units by lottery. Smoke Free. Pets per policy.

For Info and Application:

Pick Up: Falmouth Town Hall and Public Library
 Phone: (978) 456-8388/FAX: 978-456-8986
 Email: lotteryinfo@mcohosingservices.com
 TTY: 711, when asked 978-456-8388



Applications must be submitted or postmarked on or before the application deadline. Applications can be returned by mail. The Application includes all submission information.

Application available online at: www.mcohosingservices.com

FALMOUTH ORG LIST

10/2/2024

	A	B	C
1	Org	Address	Town
2	American Legion	20 Main Street	Sandwich, MA 02563
3	Barnstable Adult Community Center	825 Falmouth Road	Hyannis, MA 02601
4	Barnstable County Human Services	3195 Main Street	Barnstable, MA 02630
5	Barnstable Housing Authority	146 South Street	Hyannis, MA 02601
6	Bourne Council On Aging	239 Main Street	Bourne, MA 02532
7	Bourne Housing Authority	871 Shore Road	Pocasset, MA 02559
8	Bourne Veteran's Memorial Community Center	239 Main Street	Buzzards Bay, MA 02532
9	Boys and Girls Club of Cape Cod	P.O. Box 895	Mashpee, MA 02649
10	Cape Cod Church	1205 Nathan Ellis Hwy	East Falmouth, MA 02536
11	Community Action Committee of Cape Cod & Islands, Inc	372 North Street	Hyannis, MA 02601
12	East Falmouth Elementary School	33 Davisville Road	East Falmouth, MA 02536
13	Falmouth Baptist Church	60 Central Park Ct	Falmouth, MA 02540
14	Falmouth High School	874 Gifford Street	Falmouth, MA 02540
15	Falmouth Housing Authority	115 Scranton Ave	Falmouth, MA 02540
16	Falmouth Human Services Department	744 Main Street	Falmouth, MA 02540
17	Falmouth Jewish Congregation	7 Hatchville Road	East Falmouth, MA 02536
18	Falmouth Town Council On Aging	300 Dillingham Ave	Falmouth, MA 02540
19	First Congregational Church of Falmouth	68 Main Street	Falmouth, MA 02540
20	Forestdale Church	110 MA-130	Forestdale, MA 02644
21	Forestdale School	151 Route 130	Forestdale, MA 02644
22	Freedom Church	655 Boxberry Hill Road	East Falmouth, MA 02536
23	Heritage Christian Church	655 Boxberry Hill Road	East Falmouth, MA 02536
24	Housing Assistance Corporation	460 W Main St #1	Hyannis, MA 02601
25	Hyannis First Brazilian Baptist	631 Main St #5	Hyannis, MA 02601
26	John Wesley United Methodist Church	270 Gifford Street	Falmouth, MA 02540
27	Lawrence School	113 Lakeview Ave	Falmouth, MA 02540
28	Life At Mashpee	175 Great Neck Rd S	Mashpee, MA 02649
29	Mashpee Council On Aging	26 Frank E. Hicks Dr	Mashpee, MA 02649
30	Mashpee Housing Authority	766 Falmouth Road	Mashpee, MA 02649
31	Mashpee Human Services	16 Great Neck Rd N	Mashpee, MA 02649
32	May Center For Adult Services	550 Main Street	Mashpee, MA 02649
33	Morse Pond School	323 Jones Road	Falmouth, MA 02540
34	Mullen-Hall Elementary School	130 Katherine Lee Bates Road	Falmouth, MA 02540
35	North Falmouth Congregational Church	155 Old Main Road	North Falmouth, MA 02556

FALMOUTH ORG LIST

10/2/2024

	A	B	C
36	North Falmouth Elementary School	62 Old Main Road	North Falmouth, MA 02556
37	Saint Barnabas's Church	91 Main Street	Falmouth, MA 02540
38	Sandwich Council On Aging	70 Quaker Meetinghouse Road	Sandwich, MA 02563
39	Sandwich Housing Authority	20 Toms Way	Sandwich, MA 02563
40	Sandwich Women's Club	P.O. Box 757	Sandwich, MA 02563
41	Seven Hills Community Services	3 Otis Park Drive	Bourne, MA 02532
42	St. Anthony's Catholic Church	167 E Falmouth Hwy	East Falmouth, MA 02536
43	St. Elizabeth Ann Seton Catholic Church	481 Quaker Road	North Falmouth, MA 02556
44	St. Patrick's Catholic Church	511 Main Street	Falmouth, MA 02540
45	St. Thomas Chapel	440 Grand Ave	Falmouth, MA 02540
46	Teaticket Elementary School	45 Maravista Ave. Extension	East Falmouth, MA 02536
47	Town of Falmouth Senior Center	780 Main Street	Falmouth, MA 02540
48	UU Falmouth	840 Sandwich Road	East Falmouth, MA 02536

AFFORDABLE UNIT RIDER

Tenant acknowledges that the unit rented pursuant to this Lease (Unit # _____) is an Affordable Unit included in the Town of Falmouth Subsidized Housing Inventory and subject to the Massachusetts Executive Office of Housing and Livable Communities rules and regulations applicable thereto. Tenant agrees to provide to Landlord 90-120 days prior to lease renewal annually Tenant's latest income and other financial information necessary for Landlord to recertify that Tenant continues to meet the income requirements for the Affordable Units. Tenant agrees that Landlord may share Tenant's information with the Monitoring Agent and any governmental reviewing authority as necessary to get approval of the recertification. The tenant understands that failure to provide the information in accordance with the applicable Regulatory Agreement, and/or failure to submit accurate or current information, is considered a material violation of the Lease Agreement.

Tenant agrees if income exceeds 140% of median income for household size at recertification then they will have to moving out, as all units in the project are affordable.

Tenant and Landlord acknowledge and agree that the (1) Landlord shall give the Tenant not less than sixty (60) days written notice if the Landlord shall not renew this Lease at the end of any term; (2) the Landlord shall not terminate this Lease unless there is a substantial violation of a material provision of this Lease by the Tenant; (3) the minimum term of this Lease shall be one (1) year; and

Tenant and Landlord acknowledge and agree that, in the event of a conflict between the terms of this Lease and this Affordable Unit Rider, the terms contained in this Affordable Unit Rider shall control.

Agreed to this _____ day of _____.

Tenant:

By: _____
Title



TOWN OF FALMOUTH

Office of the Town Manager & Select Board

59 Town Hall Square, Falmouth, Massachusetts 02540
Telephone: (508) 495-7320
townmanager@falmouthma.gov

December 16, 2024

Executive Office of Housing and Livable Communities
100 Cambridge Street, Suite 300
Boston, MA 02114

Attention: Margaux LeClair, Counsel/Fair Housing Specialist
Rieko Hayashi, Director Local Initiative Program

Via email: margaux.leclair@mass.gov
rieko.hayashi@mass.gov

Re: **464 Main Street, Falmouth – Local Initiative Program Application for Local Action Units**

Dear Ms. LeClair and Ms. Hayashi:

At its meeting on December 16, 2024 the Falmouth Select Board voted to endorse the Local Initiative Program Application for Local Action Units of Excell 464 Main, LLC to construct a 15-unit rental housing project on a 30,770 square foot site located at 464 Main Street, Falmouth, MA.

In summary, the proposed development includes 15 rental housing units located in the heart of downtown Falmouth. Of the 15 units, 4 units will be deed restricted as affordable to households earning up to 80% area median income and the remaining 11 units will be deed restricted to households earning up to 120% area median income for Barnstable County. Altogether, the development will include 6 two-bedroom apartments, and 9 one-bedroom apartments located within walking distance of the commercial center of Falmouth. Pursuant to the Executive Office of Housing and Livable Communities (EOHLC) Ch. 40B Guidelines, VI.9.e.(1) "the municipality, or its designee, is named in the deed rider as the monitoring agent (along with DHCD)". The developer has agreed to retain the services of a third party to perform the monitoring, acting as the Town's designee, and to include them in the deed rider along with DHCD (now known as EOHLC).

The Select Board finds there is a substantial community benefit in endorsing the proposed development. Like many Cape Cod communities, the Town of Falmouth has a significant need for rental units, both two-bedroom and one-bedroom units, especially in walkable areas. This project is a redevelopment of an existing commercial property that historically was used for many years as a vehicle service and repair station. The development team will remove the existing commercial structure and build a new 2-story apartment building, with a 900 square foot laundromat. The development is in the heart of Falmouth's vibrant Main Street, is on the public transportation route, and is walkable to stores, restaurants, the public library, post office, Town Hall, Mullen Hall School (kindergarten to fourth grade), Lawrence Junior High School (seventh and eighth grade), and Surf

Drive Beach. Lastly, the property is currently served by the town's water and sewer services and will not need to create new connections.

The developer and representative received Site Plan Review approval from the Planning Board on September 27, 2022 as a mixed use development under the local Mixed Residential and Commercial Overlay District (MRCOD). The developer also went before the Community Preservation Committee on April 8, 2024, to request funding from the Falmouth Affordable Housing Fund in the amount of \$1,875,000, which gave a positive recommendation to the Select Board. On April 22, 2024, the Select Board as Trustees of the Falmouth Affordable Housing Fund voted to approve the award for the full amount requested.

The Select Board is pleased to endorse this Local Initiative Program Application for Local Action Units to create much needed rental units in our community. ¹

Sincerely,

Nancy Robbins Taylor, Chair
Falmouth Select Board

cc: Joseph Valle, The Valle Group
Mike Renshaw, Town Manager
Jed Cornock, Town Planner
Kimberly Fish, Housing Coordinator

¹ This letter does not waive any of the requirements for this project to come into full compliance with all applicable laws, rules and regulations.

OPEN SESSION

BUSINESS

4. Consider voting to approve the 809 Sandwich Road Local Initiative Program (LIP) Application **(10 minutes)**



ITEM NUMBER: Business 4.

ITEM TITLE: Consider voting to approve the 809 Sandwich Road Local Initiative Program (LIP) Application

MEETING DATE: 12/16/2024

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

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

ATTACHMENTS: 1) LIP Application, 2) Housing Development Working Group Evaluation Form, 3) Town Manager LIP Recommendation Memo to the Affordable Housing Committee, 3) Affordable Housing Committee Letter of Recommendation to the Select Board, 4) Town Manager LIP Recommendation Memo to the Select Board w/attached Proposed Letter from Select Board to EOHLIC

PURPOSE:

To provide the developer of this Local Incentive Program (LIP) application, Northland Residential Corporation, with an opportunity to present the project, located at 809 Sandwich Road, to the Select Board.

The Select Board is asked to vote to support the LIP application by sending a letter to the Executive Office of Housing and Livable Communities (EOHLC) outlining their approval and signing the LIP application.

BACKGROUND/SUMMARY:

- A Local Initiative Program (LIP) application was submitted by Northland Residential Corporation to construct 36 rental units at 809 Sandwich Road. Of the 36 rental units, a total of 13 are proposed to be deed restricted as affordable in perpetuity.
- The property is 4.65± acres. It is currently the site of a former horse boarding and training facility, which is cleared, but not being maintained. It has a ring, a barn, an outdoor paddocks and support facilities in varying conditions of disrepair.
- The project will consist of 17 duplexes and 2 single unit structures. There will be eighteen (18) 1,200 sf two-bedroom units and eighteen (18) 1,350 sf three-bedroom units, 36 rental units total. They will be the style as outlined in the Attachment E.3 of the LIP Application (Building A Type). Th project includes a combination of mail and school bus stop pavilion, a large village green open space area with walking paths, a community gathering common area with a fire pit and children's play area/structure, and a dog park.
- The developer is planning on installing an on-site Advanced Technology Reduction septic system and connecting to the town water system.
- Northland Residential Corporation agreed to deed restrict in perpetuity, 4 units beyond the 9 required by the Ch. 40B statute. Of the total 36, 9 are required to be deed restricted at 80% of the area median income (AMI), further, 2 units will be deed restricted at 100% of the AMI, 1 unit at 110% of the AMI and 1 unit at 120% of the AMI.
- In May of 2024, Jack Dawley, President and CEO of Northland Residential Corporation met with the Zoning Administrator, Town Planner and Housing Coordinator to discuss an initial housing plan for the site.
- As part of the Pre-Application Phase of the Local Initiative Program Application Process and Review Guidelines adopted by the Select Board on April 22, 2024, and as amended June 17, 2024, Mr. Dawley filed a pre-application with a conceptual plan.
- June 24, 2024, Mr. Dawley appeared before the Housing Development Working Group and after a comprehensive discussion, Mr. Dawley agreed to make some adjustments to the original proposed project and return to the Working Group, which he did on July 31, 2024. At that time the Working Group felt the project could move to the second phase of the LIP process and submit a formal LIP application with a sit plan for consideration of the Housing Development Working Group.

- On October 29, 2024, Mr. Dawley appeared before the Working Group, which ultimately provided the Town Manager with a favorable recommendation to endorse this LIP Application.
- Mr. Dawley also appeared before the Land Use Group (which consists of all development staff) on October 16, 2024, and received a number of constructive comments from various town departments.
- On November 14, 2024, Mr. Dawley appeared before the Affordable Housing Committee, who voted unanimously to send a letter recommending the Select Board support the project.
- The Town Manager sent a memo to the Select Board with his recommendation that the Select Board support the project by signing the proposed letter to the Executive Office of Housing and Livable Communities outlining their support of the LIP application and by signing the LIP application.

DEPARTMENT RECOMMENDATION:

Staff recommends the Select Board vote to endorse the LIP application of Northland Residential Corporation to construct 36 rental units, 13 of which are to be deed restricted as affordable at the property located at 809 Sandwich Road by sending a letter outlining their approval to the Executive Office of Housing and Livable Communities and by signing the LIP application.

OPTIONS:

- Motion to endorse the LIP application of Northland Residential Corporation to construct 36 rental units, 13 of which are to be deed restricted as affordable at the property located at 809 Sandwich Road by sending a letter outlining their approval to the Executive Office of Housing and Livable Communities and by signing the LIP application.
- Motion to deny endorsement of the LIP application of Northland Residential Corporation as presented.
- Defer action to a subsequent meeting.

TOWN MANAGER COMMENTS:

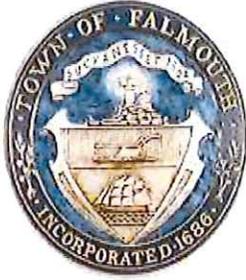
The Town Manager recommends the Select Board vote to endorse the LIP application of Northland Residential Corporation to construct 36 rental units, 13 of which are to be deed restricted as affordable at the property located at 809 Sandwich Road by sending a letter outlining their approval to the Executive Office of Housing and Livable Communities and by signing the LIP application.

Michael Renshaw

Town Manager

12/10/2024

Date



Housing Development Working Group Local Initiative Program Application Review

59 Town Hall Square
Falmouth, Massachusetts 02540

HOUSING DEVELOPMENT WORKING GROUP EVALUATION FORM

HDWG Pre-Application Phase Meeting Date: 6/24/24 & 7/31/24

HDWG Application Phase Meeting Date: 10/30/24

Project Information

Applicant/Contact: Northland Residential Corporation
Jack Dawley, President/CEO

Property Address: 809 Sandwich Road, East Falmouth

Development Team: Northland Residential Corporation

- Jack Dawley, President & CEO
- Richard Thomas, EVP, CFO
- Sean Skehill, SVP, Director of Construction
- Matthew W. Gaines, Esq, permitting atty
- K.T. Wise, Principal K.T. Wise Architects
- Civil Engineer, Merrill Engineering (Tom Santos & Deb Keller)
- Alan Aukeman, Principal, Ryan Assoc. (landscape architect)

Other local housing projects: Village at Old Main, Falmouth (for projects in other communities see full list in application)

Evidence of ownership or property control: Purchase and Sale Agreement

Property description:

acreage:	4.65± acres
Zoning:	AGA, 101 – 1 Family

Project summary:

of units: 36 total (23 market/13 affordable)

Rent/own: Rentals

Affordability: 9 at 80% AMI (this is 25% required)
 2 at 100% AMI (not required)
 1 at 110% AMI (not required)
 1 at 120% AMI (not required)

Unit mix: 18 1,200sf two-bedrooms
 18 1,350 sf three-bedrooms
 (90 bedrooms total)

Building Count: 17 Duplexes and 2 single unit structure/buildings

Amenities:

- Combination mail/school bus stop pavilion
- Large village green open space area with walking path(s)
- Community gathering common area with fire pit, grill station and children’s play area/structure
- Dog park

Municipal meetings: ZBA Administrator, Town Planner, Housing Coordinator
 Housing Development Working Group (June 24 and July 31)

Community outreach:

**Criteria from Town of Falmouth Local Initiative Program
 Application Process and Review Guidelines (Page 5):**

- √ Mixed-income year-round rental and homeownership for households earning from 30% and up to 120% of the Area Median Income (“AMI”).
 Proposed project will include a tiered AMI, 80%, 100%, 110% and 120% AMI.
- √ Mixed-use development is desirable in certain locations.
- √ Strong preference for proposals in which more than 25% of the total units are deed-restricted for households earning 120% of AMI or less.
 1 unit at 120% AMI.

- √ Proposals which provide attainable housing for the “missing middle by including deed restricted units (in excess of the mandatory 25% affordable at 80% of AMI or less), for households earning from 80% to 120% of the AMI.

2 units at 100% AMI, 1 unit at 110% AMI and 1 unit at 120% AMI
- √ Site design that provides open space and recreational amenities.

Site will include combination mail/school bus stop pavilion, large village green open space area with walking path(s) and community gathering common area with fire pit, grill station and children’s play area/structure and a dog park.
- Architecture that is compatible with the surrounding neighborhood.

This project is not consistent with surrounding neighborhoods but is the same architectural design as a previously approved project in North Falmouth, Megansett Crossing.
- √ Enhancements to site and surrounding neighborhood (landscaping, drainage, connectivity, etc.).

There will be landscaping, drainage and connectivity within the site, but not connecting to other neighborhoods.
- √ Ability to meet identified housing needs (senior, workforce, rental).

Housing will include market rate, 80%, 100%, 110% and 120% AMI rental units.
- √ Availability of sewer and/or on-site wastewater disposal technology that reduce nitrogen output.

Developer plans to include an on-site Advance Technology Nitrogen Reduction septic system.
- √ Has a positive economic impact on the neighborhood and stimulates new investment in distressed area.

This is a site of a former horse boarding and training facility. The site is cleared, but not being maintained, it has a ring/barn and outdoor paddocks and support facilities in varying conditions of disrepair.
- Mitigates environmental impact through redevelopment of existing structures, proximity to existing infrastructure, and use of best available design and technology.
- Proposes a low fertilizer and low water consumption landscape design.

- Has Energy Star Rating.
- Provides Handicapped Accessible/Visitable options.
- Located in a planning district with a lower percentage of affordable housing.
Not located in an Environmental Justice Community.

Items typically reviewed by the ZBA

- √ Limited tree clearing – clearly demarcate the limit of work on the site plan and make every effort to identify and save mature trees within that area.
Site is mostly cleared.
- Landscape design – ensure that the landscaping complies with Section 240-14.3 of the Zoning Bylaw.
- √ Respecting abutters (buffers, distance) – provide as much of a vegetated buffer (leave existing or create new) as possible for the abutting properties.
As of now, there are no abutters, but developer plans on vegetative buffers.
- √ Car stacking/bus stops – clearly show an area at the entrance of the development where children can wait for a school bus or where cars can wait.
Proposed project includes a bus stop pavilion.
- Trash removal – show an area on the site plan where trash removal would occur (if done with a dumpster). Be prepared to discuss/show how a private trash hauler will be able to access the site.
- Snow removal – identify how snow will either be removed or stored on-site. If stored on-site, show that area on the site plan.

- Lighting – ensure that the development contains enough lighting to create a sense of safety while not being objectionable to neighbors (dark sky compliant fixtures, no rear spotlights, in rentals have landlord have control of lights, etc.).

- √ Recreational area – provide an area on the site plan for future children to play. Ensure that this area isn't in an area that would be considered dangerous or unsafe (next to a busy roadway).

Proposed project includes a large village green open space area with walking path(s), as well as a community gathering common area with fire pit, grill station and children's play area/structure and dog park all away from the main road (Sandwich Road).

- Open space and shading - be thoughtful about future open space and the limitation on tree plantings (if the open space is the leaching fields then no trees can be planted).
- Privacy for tenants from the recreation areas – provide screening (vegetation or physical barrier) in situations where residential units abut the future recreational area.

Confirm with developer that there will be vegetated buffers between village green area and units 9 – 28, as well as tot lot, dog area and units 25, 26, 31 and 32.

- √ Guest parking – ensure that there are parking spaces for guests spread throughout the site.

Proposed project includes 2 –1 residential parking ratio. 72 residential parking spaces (each unit will have a dedicated one car garage with an additional parking spot located in front of the garage stall) and 14 parking spaces for guest parking.

- Traffic impacts – be prepared to address how the new traffic generated by the development will affect the adjacent roadways and intersections.
- Water services – ensure that new water service has been shown on the site plan and that early coordination with the town's water department has occurred.

- √ Type of access (road or driveway) – Decide ahead of time if the new access will be a road, as it would need to adhere to the specifications in the Planning Board's subdivision regulations. Driveway.

√ Washer and dryers – in rental developments, provide the appliances not just the hook ups to them.

Washer and dryers will be included in each unit.

Additional Notes:



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

TO: Affordable Housing Committee
FROM: Mike Renshaw, Town Manager *MR*
SUBJECT: Local Initiative Program Application
809 Sandwich Road, Northland Residential Corporation
DATE: November 13, 2024
CC: Kimberly Fish, Housing Coordinator
Jack Dawley, President/CEO Northland Residential Corporation

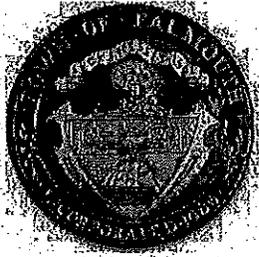
A Local Initiative Program (LIP) application was submitted by Northland Residential Corporation to construct 36 rental units located at 809 Sandwich Road, East Falmouth. Of the 36 rental units, a total of 13 are proposed to be deed restricted as affordable in perpetuity.

In May of 2024, Jack Dawley, President and CEO of Northland Residential Corporation met with the Zoning Administrator, Town Planner and Housing Coordinator to discuss an initial housing plan for the site. Then, as part of the newly adopted LIP Application Process and Review Guidelines, Mr. Dawley submitted a pre-application with a conceptual plan of the proposed project and appeared before the Housing Development Working Group on June 24, 2024. After a comprehensive discussion, Mr. Dawley agreed to make some adjustments to the original proposed project and return to the Working Group, which he did on July 31, 2024. The Working Group felt the project could move into the second phase of the LIP process and submit a formal LIP application with a site plan for consideration of the Housing Development Working Group. Before meeting with the Working Group to discuss and review the formal LIP application on October 29, 2024, Mr. Dawley attended a Land Use Group meeting on October 16, 2024 and received a number of constructive comments. In the end, the Working Group ultimately provided me with a favorable recommendation to endorse this LIP application. The final steps for Mr. Dawley are to appear before the Affordable Housing Committee on November 14, 2024, and then the Select Board.

The project will consist of 17 duplexes and 2 single unit structures. There will be eighteen (18) 1,200 sf two-bedroom units and eighteen (18) 1,350 sf three-bedroom units. They will be the style as outlined in Attachment E.3 of the LIP Application (Building A Type). The project includes a combination mail and school bus stop pavilion, a large village green open space area with walking paths, a community gathering common area with a fire pit and children's play area/structure, and a dog park. The applicant is planning on installing an on-site Advanced Technology Nitrogen Reduction septic system and connecting to the town water system. The site itself is a former horse boarding and training facility, which is cleared, but not being maintained. It has a ring, a barn and outdoor paddocks and support facilities in varying conditions of disrepair. Based upon its current condition, the proposed project will be an improvement to the site.

Northland Residential Corporation agreed to deed restrict in perpetuity, 4 units beyond the 9 required by the Ch. 40B statute. Of the total 36 units, 9 are required to be deed restricted at 80% of the area median income (AMI). Mr. Dawley agreed to further deed restrict 2 units at 100% of the AMI, 1 unit at 110% of the AMI and 1 unit at 120% of the AMI.

For all the above reasons I recommend endorsement of this LIP application.



Town of Falmouth

Affordable Housing Committee

59 TOWN HALL SQUARE, FALMOUTH, MA 02540

Friday, November 22, 2024

Dr. Nancy Taylor
Chair
Falmouth Select Board
Town Hall
Falmouth MA 02540

Dear Dr. Taylor:

At its monthly meeting on November 12, 2024, the Falmouth Affordable Housing Committee authorized the Chair to send this letter of support for the development proposal by Jack Dawley for a 36-unit rental project at 809 Sandwich Road.

Our committee is happy to support this LIP project that would include 13 affordable units, 4 more than required. Further, the income targets for these deed-restricted units would range from 9 at 80% of AMI, 2 at 100% of AMI, 1 at 110% of AMI and 1 at 120% of AMI, a welcome income mix of assisted families.

The AHC notes the following aspects of the project:

- The project layout has a good scale and is a good use of already cleared land
- The septic system plan includes IA features
- The project manager will be located in or near Falmouth.

The AHC urged Mr. Dawley to reach out to surrounding neighbors to explain his project and take comments. The committee also asked Mr. Dawley if he would consider restricting the rental leases to 12 months. Mr. Dawley said he would consider the idea.

Thus, the AHC recommends approval of the project.

Thank you.

A handwritten signature in black ink that reads "David Garrison".

David Garrison
Chair, Falmouth Affordable Housing Committee

CC: Kim Fish, Housing Coordinator
Noreen Stockman, ZBA Administrator
Jed Cornock, Town Planner



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

TO: Select Board
FROM: Mike Renshaw, Town Manager
SUBJECT: Local Initiative Program Application
809 Sandwich Road, Northland Residential Corporation
DATE: December 16, 2024
CC: Kimberly Fish, Housing Coordinator
Dave Garrison, Chair Affordable Housing Committee
Jack Dawley, President/CEO Northland Residential Corporation

A Local Initiative Program (LIP) application was submitted by Northland Residential Corporation to construct 36 rental units located at 809 Sandwich Road, East Falmouth. Of the 36 rental units, a total of 13 are proposed to be deed restricted as affordable in perpetuity.

In May of 2024, Jack Dawley, President and CEO of Northland Residential Corporation met with the Zoning Administrator, Town Planner and Housing Coordinator to discuss an initial housing plan for the site. Then, as part of the newly adopted LIP Application Process and Review Guidelines, Mr. Dawley submitted a pre-application with a conceptual plan of the proposed project and appeared before the Housing Development Working Group on June 24, 2024. After a comprehensive discussion, Mr. Dawley agreed to make some adjustments to the original proposed project and return to the Working Group, which he did on July 31, 2024. The Working Group felt the project could move into the second phase of the LIP process and submit a formal LIP application with a site plan for consideration of the Housing Development Working Group. Before meeting with the Working Group to discuss and review the formal LIP application on October 29, 2024, Mr. Dawley attended a Land Use Group meeting on October 16, 2024 and received a number of constructive comments. In the end, the Working Group ultimately provided me with a favorable recommendation to endorse this LIP application. Mr. Dawley appeared before the Affordable Housing Committee on November 14, 2024, where they voted to send a letter of support to the Select Board.

The project will consist of 17 duplexes and 2 single unit structures. There will be eighteen (18) 1,200 sf two-bedroom units and eighteen (18) 1,350 sf three-bedroom units. They will be the style as outlined in Attachment E.3 of the LIP Application (Building A Type). The project includes a combination mail and school bus stop pavilion, a large village green open space area with walking paths, a community gathering common area with a fire pit and children's play area/structure, and a dog park. The applicant is planning on installing an on-site Advanced Technology Nitrogen Reduction septic system and connecting to the town water system. The site itself is a former horse boarding and training facility, which is cleared, but not being maintained. It has a ring, a barn and outdoor paddocks and support facilities in varying conditions of disrepair. The proposed project will be an improvement to the site as it currently is.

Northland Residential Corporation agreed to deed restrict in perpetuity, 4 units beyond the 9 required by the Ch. 40B statute. Of the total 36 units, 9 are required to be deed restricted at 80% of the area median income (AMI). Mr. Dawley agreed to further deed restrict 2 units at 100% of the AMI, 1 unit at 110% of the AMI and 1 unit at 120% of the AMI.

For all the above reasons and as outlined in the attached letter to the Executive Office of Housing and Livable Communities (EOHLC), I recommend the Select Board endorse this LIP application by signing said letter and LIP application.

ATTACHMENTS:

- LIP Application
- Letter to the Executive Office of Housing and Livable Communities



TOWN OF FALMOUTH

Office of the Town Manager & Select Board

59 Town Hall Square, Falmouth, Massachusetts 02540

Telephone: (508) 495-7320

townmanager@falmouthma.gov

December 16, 2024

Executive Office of Housing and Livable Communities
100 Cambridge Street, Suite 300
Boston, MA 02114

Attention: Margaux LeClair, Counsel/Fair Housing Specialist
Rieko Hayashi, Director Local Initiative Program

Via email: margaux.leclair@mass.gov
rieko.hayashi@mass.gov

Re: ***Northland Residential Corporation – Local Initiative Program Application
895 Sandwich Road, East Falmouth, MA***

Dear Ms. LeClair and Ms. Hayashi:

At its meeting on December 16, 2024, the Falmouth Select Board voted to endorse the Local Initiative Program application of Northland Residential Corporation to construct 36 rental units at 809 Sandwich Road in East Falmouth, MA. The project site includes 4.65± acres of land (Assessor's Map No. 21-08-012-000).

In summary, the proposed development includes 36 rental units. Of the 36 rental units, 9 will be deed restricted at 80% of the area median income (AMI), 2 units will be deed restricted at 100% of the AMI, 1 unit will be deed restricted at 110% of the AMI, and 1 unit will be deed restricted at 120% of the AMI. Altogether, the development will include 17 duplexes and 2 single unit structures, 18 will be 1,200 sf two-bedroom units and 18 will be 1,350 sf three-bedroom units. Pursuant to the Executive Office of Housing and Livable Communities (EOHLC) Ch. 40B Guidelines VI.9.e.(1) "the municipality, or its designee, is named in the deed rider as the monitoring agent (along with DHCD)". Northland Residential Corporation has agreed to hire a third party to perform the annual monitoring, acting as the Town's designee and will be included in the deed rider along with EOHLC.

The Select Board finds there is a substantial community benefit in endorsing the proposed development. Like many Cape Cod communities, the Town of Falmouth has a significant need for affordable rental units. This project will also get us closer to our goal as cited in the Town of Falmouth Housing Production Plan recently approved by EOHLC of 80 units a year for 5 years. All 36 units will be included on the Subsidized Housing Inventory (SHI). It will have mixed-income rental opportunities and will include more affordable deed restricted units beyond the 25% required by Ch. 40B. The project will include a combination mail and school bus stop pavilion, large village green open space area with walking paths, a community gathering common area with a fire pit, grill station, children's play area/structure, and a dog park. The developer plans to include

Margaux LeClair, Counsel/Fair Housing Specialist
Rieko Hayashi, Director Local Initiative Program
December 16, 2024
Page 2 of 2

an on-site Advance Technology Nitrogen Reduction septic system. There are no sidewalks and there is no public transportation near the site; however, it is 3.5 miles from Falmouth High School and approximately 3 miles from the main commercial center of Falmouth.

In May of 2024, Jack Dawley, President and CEO of Northland Residential Corporation, met with the Town Planner, Zoning Board of Appeals Administrator and the Housing Coordinator. Mr. Dawley then submitted a pre-application with a concept plan of the proposed project and appeared before the Housing Development Working Group on June 24, 2024. After a comprehensive discussion Mr. Dawley agreed to make some adjustments to the original proposed project and return to the Working Group, which he did on July 31, 2024. The Working Group felt the project could move into the second phase of the town's LIP process and submit a formal LIP application with a site plan for consideration of the Housing development Working Group, which met on October 29th to review and discuss. The Working Group ultimately provided the Town Manager with a favorable recommendation to endorse this LIP application. The Town Manager gave his recommendation of support on December 16, 2024.

Mr. Dawley also attended the Land Use group (which consists of municipal staff who deal with development in town) on October 16th. Lastly, on November 14, 2024, Mr. Dawley went before the Affordable Housing Committee at which time they voted to send a letter of support to the Select Board.

The Select Board is pleased to endorse this Local Initiative Program application to create much needed affordable rental units in our community. ¹

Sincerely,

Nancy Robbins Taylor, Chair
Falmouth Select Board

cc: Kim Fish, Falmouth Housing Coordinator
Jack Dawley, President/CEO Northland Residential Corporation

¹ This letter does not waive any of the requirements for this project to come into full compliance with all applicable laws, rules and regulations.



NORTHLAND
RESIDENTIAL

**TOWN OF FALMOUTH
SELECT BOARD**

809 SANDWICH ROAD, FALMOUTH, MA

**LOCAL INITIATIVE PROGRAM APPLICATION
PACKAGE**

December 9, 2024



December 9, 2024

Falmouth Select Board
c/o Ms. Nancy Robbins Taylor
Board Chair
Town of Falmouth
59 Town Hall Square,
Falmouth, MA 02540

809 Sandwich Road – Local Initiative Program Application

Dear Ms. Taylor and fellow Select Board Members,

Following months of collaborative conversation with the Housing Development Working Group, their respective members, Town Officials, and the Affordable Housing Committee, I hereby submit a Local Initiative Program (LIP) Application for the development of a 36-unit rental housing Comprehensive Permit project on the Smithfield Farm property located at 809 Sandwich Road. The attached application details my vision for the redevelopment of now long defunct horse boarding and training facility. Specifically, the proposed plan envisions utilizing the successful Megansett Crossing unit plans and building architecture to create a 36-unit rental housing community consisting of:

- 36 total units, comprised of 18 two-bedroom units and 18 three-bedroom units,
- Located in 17 two-unit duplex and 2 single family detached buildings, and consisting of
- 9 two bedroom and 4 three-bedroom units or 13 Inclusionary Housing Units (36% of the total unit count), laddered to household incomes between 80% and 120% of local Area Medium Income (AMI).

The community will be served by an on-site Advanced Technology Nitrogen Reduction septic system, town water and an internal private work street network. Each unit will be equipped with all-electric, carbonless, high efficiency heating, cooling and hot water generation MEP infrastructure, low flow plumbing fixtures and constructed to the current requirements of the Stretch Energy Building code.

The Community land plan contemplates an internal network of walking trails, a multi-purpose community pavilion serving as a combination bus stop/mail station, a bark park (dog park), tot lot, community communal area with fire pit and grilling stations and possibly a resident garden(s).

My ask of the Board is for a letter of support to be included in the filed LIP application with the State's Executive Office of Housing and Livable Communities (EOHLC) inclusive of a Local Contribution in the form of the Wavier of all Building Department permit fees.

I look forward to sharing my vision for the redevelopment of Smithfield Farm with Board on the 16th as well as the potential to provide 36 much needed housing units to the Upper Cape region.

With Best Regards and Happy Holiday's

Northland Residential Corporation
President and CEO

A handwritten signature in blue ink, appearing to read "Jed Cornock".

Cc; Kim Fish, Jed Cornock

Table of Contents

1. Cover Letter
2. Property Location, Description, Development Program and Proposed Plan
3. Massachusetts Executive Office of Housing and Livable Communities
 1. Local Initiative Program
Application for Comprehensive Permit Projects
4. Application Exhibits
 1. Municipal Support Letter(s) – Exh. 1 & 1-a
 2. Affordable Housing Committee Support Letter
 3. Development Team
 4. Development Team Experience
 5. Development Team 40B Experience
 6. Evidence of Site Control
 7. Drawing Set
 1. Tabulation of Units, Size, Type and Parking
 2. Site Plan
 3. Typical Building Plan, Floor Plans and Building Cross-Section
 4. Photography
 8. Project Proforma
 9. Affirmative Fair Housing Marketing Plan

Address & Site Description

Address:

809 Sandwich Road

Parcel ID: 21-08-012-000

Zoning: AGA, 101 – 1 Family

Acreage: 4.65± acres

Street Frontage: 332.4±

Property Description

The site is located at 809 Sandwich Road known formerly as the Smithfield Farm property, a now defunct horse boarding and training facility. The cleared site is improved with an unoccupied single-family residence, a large indoor riding ring/barn, and outdoor paddocks and support facilities in varying conditions of disrepair. There is a 15' wide utility easement benefiting New Bedford Gas, Edison Light Company, and New England Telephone and Telegraph Company running down along the existing Smithfield Farm access driveway. This easement runs approximately 50% through the depth of the site. There are no current deed restrictions in place nor wetlands located on the premise. Access to the project would utilize the existing Smithfield Farm drive/curb cut opposite Hatchville Road and run easterly from Sandwich Road.

Proposed Development Program and Unit Mix

Program Overview

1. Unit Count: 36 (23 market/13 affordable)
2. Unit mix
 - i. 18 1200sf 2-bedroom units
 - ii. 18 1350sf 3-bedroom units
3. Building Count: 17 duplex and 2 single unit structures/buildings. All buildings are 2 story structures.
4. Parking:
 - Resident Parking Ratio: 2-1
 - Resident Parking Spaces: 72
 - Total Parking Spaces: 86
 - Each unit will have a dedicated one car garage with an additional parking spot located in front of the garage stall.*
 - Fourteen additional guest parking spaces will also be provided.*
5. Bedroom Count: 90
6. Tenure: rental
7. Affordability:
 - i. 9 at 80% AMI
 - ii. 2 @ 100% AMI
 - iii. 1 @ 110% AMI
 - iv. 1 @ 120% AMI
8. Onsite Amenity Program:
 - i. Combination Mail/School Bus Stop Pavilion
 - ii. Large Village Green/open space area with walking path(s)
 - iii. Community Gathering Common with fire pit, grill station and children's play area/structure
 - iv. Dog park

Unit Design Details: All electric cooking, heating and hot water facilities, energy efficient windows and building envelopes, independent secure entries and in-unit laundry.

MASSACHUSETTS
 Executive Office of Housing and Livable Communities
Local Initiative Program
Application for Comprehensive Permit Projects

INSTRUCTIONS

Please submit three copies of the application and attachments. Note: only one set of site plan and sample elevations (attachments 11 and 12 noted on page 22) are required. An application fee, payable to the Executive Office of Housing and Livable Communities, shall be submitted with the application. The schedule of fees is as follows:

	Project Fee	plus	Per Unit Fee
Municipality	\$1,000		\$30
Non-Profit	\$1,750		\$40
All Others	\$4,000		\$50

Mail to: \$4,000 + \$50x36 = \$5800

Local Initiative Program
Executive Office of Housing and Livable Communities (HLC)
100 Cambridge Street, Suite 300
Boston, MA 02114
Attn: Rieko Hayashi, LIP Director

To complete the application electronically, simply position your cursor on a line and type. Use the tab key to move between questions.

If you have any questions, please refer to the HLC 40B Guidelines, specifically Section VI. For further assistance, contact Rieko Hayashi at 617-573-1426 or rieko.hayashi@mass.gov.

NOTE: For Rental Projects, to complete information on Project Feasibility (Section X), go to the One Stop Application at <http://www.mhlc.com> and complete Section 3 Sources and Uses and Section 4 Operating Pro Forma. Submit the sections with the Application.

Application Contents:

- | | |
|------------------------------------|-------------------------------------|
| I. General Information | VIII. Surrounding Area |
| II. Community Support | IX. Financing |
| III. Municipal Contact Information | X. Project Feasibility |
| IV. Development Team | XI. Development Schedule |
| V. Project Information | XII. Marketing Outreach and Lottery |
| VI. Site Information | XIII. Checklist of Attachments |
| VII. Design and Construction | |

January 2016

MASSACHUSETTS
 Department of Housing & Community Development
Local Initiative Program
Application for Comprehensive Permit Projects

I. GENERAL INFORMATION

Community: Town of Falmouth
 Name of Development: Smithfield Farm
 Site Address: 809 Sandwich Road
 Developer: Northland Residential Corporation

1. Type of Housing:
 Single Family house Rental
 Condominium Age Restricted

2. Project Characteristics:
 New Construction Conversion
 Rehabilitation Other

3. Total Acres 4.65 Density of Project (units/acre) 7.74

4. Unit Count:

Total Number of Units 36
 Market Rate \$ 23
 Affordable \$ 13 9 units @ 80% AMI, 2 @ 100% AMI, 1 @ 110% AMI and 1 @ 120 AMI

5. Unit Prices/Rents:
 Market Rate \$ \$3200 - \$4200
 Affordable \$ \$2500 - \$3500

Required Signatures for the
 Comprehensive Permit Project Application

Chief Executive Official of Municipality:	Chair, Local Housing Partnership (if applicable):
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Date: _____	Date: _____

II. COMMUNITY SUPPORT

1. Letter of Support from Municipality - Attach a letter containing a short narrative on the basics of the project, the history of the project, the ways in which the community is providing support, and how the development team has addressed any concerns the community has. The letter must be signed by the chief elected official of the community. See Exhibit 1

2. Letter of Support from Local Housing Partnership - If the community has a housing partnership, please attach a letter from them indicating their support for the project. The letter should summarize how the partnership has been working with the developer. See Exhibit 2

3. Local Contributions - Check off all that apply and provide a brief description at the end.

- Land donation (dollar value _____)
- Building donation (dollar value _____)
- Marketing assistance
- Other work by local staff
- Density increase
- Waiver of permit fees
- Other regulatory or administrative relief (specify) _____
- Local funds (cash)
Amount \$ _____ Source: _____
- HOME funds
- Agreement by a lender to provide favorable end-loan financing (ownership projects only)
- Other (specify) _____

Briefly explain the contributions: _____

4. Municipal Actions and Local Plans - Briefly describe how the project fits with any planning the community has done (e.g. master plan, community development plan, affordable housing plan) and other local land use and regulatory actions that provide the opportunity for affordable housing (including multi-family and overlay districts, inclusionary zoning by-laws and ordinances).

The project will consist of 17 duplexes and 2 single unit structures for a total of 36 units. Of those 36, 18 will be 2 bedroom units and 18 will be 3 bedroom units. The site is already a cleared site as it was formerly a horse farm that is not being maintained. The project will bring 36 additional rental units to Falmouth. According to the 2024 Housing Production Plan (HPP), rental units are much needed as well as in a tiered approach to affordability, which this project does. There will be 13 deed restricted units at 80%, 100%, 110% and 120% of the area median income. Falmouth created new Local Initiative Program guidelines recently to promote friendly 40Bs to increase affordable housing that not only meets the needs the of the community, but also fits into the community. Also, the Strategic Plan prioritizes housing production as one of the ways of addressing the housing needs in town.

III. MUNICIPAL CONTACT INFORMATION

Chief Elected Official

Name Nancy Robbins Taylor, Chair Falmouth Select Board
Address 59 Town Hall Square, Falmouth, MA 02540
Phone _____
Email nancy.taylor@falmouthma.gov

Town Administrator/Manager

Name Mike Renshaw - Town Mgr. Peter Johnson-Staub - Asst. Town Mgr.
Address 59 Town Hall Square, Falmouth, MA 02540
Phone 508-495-7324, 508-495-7320
Email Townmanager@Falmouthma.gov

City/Town Planner (if any)

Name Jed Cornock - Town Planner, Kim Fish - Housing Coordinator
Address Same as above
Phone Jed Cornock - 508-495-7440, Kim Fish - 508-495-7344
Email Jed.Cornock@falmouthma.gov - Kim.Fish@falmouthma.gov

City/Town Counsel

Name Maura O'Keefe, Town Counsel
Address 157 Locust Street, Falmouth, MA 02540
Phone (508)548-8800
Email maura.okeefe@falmouthma.gov

Chairman, Local Housing Partnership (if any)

Name David Garrison, Chair Affordable Housing Committee
Address 59 Town Hall Square, Falmouth, MA 02540
Phone _____
Email davegarrison@mac.com

Community Contact Person for this project

Name Jed Cornock - Town Planner, Kim Fish - Housing Coordinator
Address Same as above
Phone Jed Cornock - 508-495-7440, Kim Fish - 508-495-7344
Email Jed.Cornock@falmouthma.gov - Kim.Fish@falmouthma.gov

IV. DEVELOPMENT TEAM INFORMATION (include all development members)

Please see attached Exhibit 3

Developer
Name Northland Residential Corporation and/or Assignee - Atten: John C. (Jack) Dawley
Address 80 Beharrell Street, Suite E, Concord, MA 01742
Phone 781-229-4700 (main #) - 617-797-6704 (Jack's Cell)
Email jdawley@northlandresidential.com
Tax ID 04-3281680

Contractor
Name Northland Residential Construction LLC
Address 80 Beharrell Street, Suite E, Concord, MA 01742
Phone 781-229-4700 (main #) - 617-797-6704 (Jack's Cell)
Email jdawley@northlandresidential.com
Tax ID 76-0702264

Architect
Name K.T. Wise Architects
Address 103 Summit Ave, Providence, RI 02906
Phone _____
Email kitwise48@gmail.com
Tax ID _____

Engineer
Name Merrill Engineering - Tim Santos, Deb Keller
Address 448 North Falmouth Hwy, Falmouth, MA 02556
Phone 781-887-3224
Email tsantos@merrillinc.com
Tax ID _____

Attorney
Name Undetermined at this time
Address _____
Phone _____
Email _____
Tax ID _____

Housing Consultant
Name _____
Address _____
Phone _____
Email _____
Tax ID _____

Marketing/Lottery Agent
Name MCO Housing Services, LLC- Atten. Maureen O'Hagan
Address Box 372, Harvard, MA 01451
Phone 978-456-8388
Email maureen@mcohousing.com
Tax ID _____

TEAM EXPERIENCE – DEVELOPER/CONTRACTOR QUALIFICATIONS

Complete the charts on the following pages for all housing projects undertaken by the developer and the contractor during the past five years. Include projects currently in construction. Provide owner references for each project, including a current phone number. Alternatively, a resume outlining the experience that covers the items listed on the chart below may be submitted.

1. Developer: Northland Residential Corporation

Project Summary	Project #1	Project #2	Project #3	Project #4
Project Name:				
Community Address:				
Housing Type:				
Number of Units:				
Total Development Costs:	Please see Attached Exhibit 4			
Subsidy Program (if applicable):				
Date Completed:				
Reference: Name and Telephone #:				

2. Contractor: Northland Residential Construction LLC

Project Summary	Project #1	Project #2	Project #3	Project #4
Project Name:				
Community Address:				
Housing Type:				
Number of Units:				
Total Development Costs:	Please See Attached Exhibit 4			
Subsidy Program (if applicable):				
Date Completed:				
Reference: Name and Telephone #:				

3. Other Chapter 40B Experience

Have you or any members of your team had previous Chapter 40B experience with HLC and/or other subsidizing agencies? Yes No

If yes, please explain. _____

Please see attached Exhibit 5

4. Bankruptcy / Foreclosure

Have you or any entities you control ever filed for bankruptcy or have had a property foreclosed? Yes No

If yes, please explain. _____

_____.

DEVELOPER CERTIFICATION

The undersigned hereby certifies that he/she is President and CEO (Title) of Northland Residential Corporation (Legal Name of Applicant) and that the information requested below for the project known as Smithfield Farm (Project Name) is complete and that all information contained in this application is true and correct to the best of his/her knowledge. The undersigned Developer agrees to execute HLC model documents, as required. If the Developer is other than a non-profit corporation or public entity, the Developer hereby certifies that it shall comply with all reporting requirements described in 760 CMR 56.00 and as set forth in the LIP Guidelines.

Signature of Developer John C. Dawley

Print Name: John C. Dawley

Date 12-9-24

V. PROJECT INFORMATION

1. Type of Housing: Total Number of Units
 Single-Family House _____
 Condo _____
 Rental 36
 Other _____
2. Total Number of Units Affordable 13 Market 23
3. Project Style: Total Number of Units
 Detached single-family house 2
 Rowhouse/townhouse _____
 Duplex 17 17 2 unit/blding bldings and 2
 Multifamily house (3+ family) _____ free standing /detached
 Multifamily rental building _____ bldings
 Other (specify) _____

4. Is this an age-restricted (55+) Development? Yes No
 If yes, please submit a marketing study that demonstrates an understanding of the region's demographics, market demand and the particular strategies necessary to attract buyers to both market and affordable units.

5. Estimate the percentage of the site used for:
 Buildings 22.7% Parking & Paved Areas 25.3%
 Usable Open Space 52% Unusable Open Space _____

6. Is any portion of the project designed for non-residential use? NO
 If yes, explain the non-residential uses. _____

7. Sustainable Development Design and Green Building Practices

In accordance with the Sustainable Development Principles adopted by Governor Patrick's Administration in 2007, HLC encourages housing development that is consistent with sustainable development design and green building practices. For more information, see Appendix VI.A-1 and VI.B-1 of the 40B Guidelines for a list of links to resources and opportunities related to sustainable development.

A. How will this development follow Sustainable Development Principles?
All electric, carbon free heating, cooling and hot water generation, Energy Star/Stretch Energy Code Construction, Advanced Nitrogen Reduction waste water disposal and 50% open space land plan.

B. How will the project maximize energy efficiency and meet Energy Star Standards?
All electric, high efficiency carbon free heating, cooling and hot water generation. Use of low flow plumbing fixtures and trim and Energy Recovery Ventilation (ERV) ventilation. Energy Star/Stretch Energy Code Construction, Advanced Nitrogen Reduction waste water disposal and 50% Open Space land plan.

C. What elements of "green design" are included in the project (e.g. reduction of energy and water consumption, increasing durability and improving health)?
All electric, high efficiency carbon free heating, cooling and hot water generation. Use of low flow plumbing fixtures and trim and Energy Recovery Ventilation (ERV) ventilation. Energy Star/Stretch Energy Code Construction, Advanced Nitrogen Reduction waste water disposal and 50% Open Space land plan.

8. Project Eligibility

A. Have you ever applied for a project eligibility letter involving any portion of the site, or are you aware of any prior application for a project eligibility letter involving any portion of the site?

Yes No If yes, explain.

B. Has the municipality denied a permit on another proposal for this site within the last 12 months? Yes No

9. Outstanding Litigation

Is there any outstanding litigation relating to the site? Yes No

If yes, explain.

10. Unit Composition

Complete the chart below. Include a separate entry for each unit type according to its square foot/age and/or sales price/rent.

Type of Unit	# of Units	# of Bdrms	# of Baths	Gross Sq. Ft.	# of Parking Spaces	Sales Price/Rent	Condo Fee	Handicap Accessible
@ 80% AMI Affordable	8	2	1.5	1200	2	\$2200		<input type="checkbox"/> # _____
@ 100% AMI	1	2	1.5	1200	2	\$2500		1 GRP 2
@ 80% AMI	1	3	2.5	1350	2	\$2750		<input type="checkbox"/> # _____
@ 100% AMI	1	3	2.5	1350	2	\$3000		1 GRP 2
@ 110% AMI	1	3	2.5	1350	2	\$3200		<input type="checkbox"/> # _____
@ 120% AMI	1	3	2.5	1350	2	\$3500		<input type="checkbox"/> # _____
Market	9	2	1.5	1200	2	\$3750		<input type="checkbox"/> # _____
	14	3	2.5	1350	2	\$4000		<input type="checkbox"/> # _____
								<input type="checkbox"/> # _____
								<input type="checkbox"/> # _____
Other								<input type="checkbox"/> # _____
								<input type="checkbox"/> # _____

Affordable Units - 13

- 8 - 2 br units @ 80%AMI
- 1 - 2 br unit @ 100% AMI
- 1 - 3 br unit @ 80% AMI
- 1 - 3 br unit @ 100, 110 & 120%AMI

HCP
Group 2 5% - 2 units
Group 1 34 units

Market Rate Units - 23

- 9 - 2br Mkt Rate Units
- 14 - 3br Mkt Rate Units

2 br unit - 1200sf - 1.5 baths
3 br unit - 1350sf - 2.5 baths
2 pking spaces/unit - 1 garaged/1 surface

VI. SITE INFORMATION

1. Total Acreage 4.65 Total Buildable Acreage 4.65

2. Describe the current and prior uses of the subject site:
Former Horse Boarding and Training Facility

Existing buildings on site? Yes No
If yes, describe plans for these buildings:

All Existing Buildings to be demolished

3. Current Zoning Classification: Agriculture A - "ADA District
Residential yes (minimum lot size) 45,000 sf/lot
Commercial _____ Industrial _____ Other _____

4. Does any portion of the site contain significant topographical features such as wetlands?
Yes No If yes, how many acres are wetlands? _____
If yes, attach map of site noting wetland areas.
Is map attached? Yes No

5. Is the site located within a designated flood hazard area?
Yes No
If yes, please attach a map of the site with flood plain designations.
Is map attached? Yes No

6. Is the site or any building located on the site listed, nominated or eligible for listing on the National Register of Historic Places? Yes No

7. Is the site within a Historic District? Yes No
If yes, describe the architectural, structural and landscape features of the area:

8. In the past three years, have there been any defaults on any mortgage on the property or any other forms of financial distress?
Yes No If yes, please explain: _____

9. Indicate which utilities are available to the site:

Public Sewer	<input type="checkbox"/>	Private Septic	<input checked="" type="checkbox"/>	Public Streets	<input checked="" type="checkbox"/>
Public Water	<input checked="" type="checkbox"/>	Private Wells	<input type="checkbox"/>	Private Ways	<input checked="" type="checkbox"/>
Natural Gas	<input type="checkbox"/>	Electricity	<input checked="" type="checkbox"/>		
On-site Sewer Treatment Facility	<input type="checkbox"/>				
Other	<input type="checkbox"/>	Explain:	_____		

10. Describe any known or suspected hazardous waste sites on or within a 1/2 mile radius of the project site. none known

11. Has a 21E hazardous waste assessment ever been done on this site? If so, attach a summary of the filing. Yes No Not as yet commissioned

12. What waivers will be requested under the comprehensive permit? All Zoning and Subdivision related land use requirements.

13. Describe the current status of site control and attach copies of relevant deeds or executed agreements.

See attached Exhibit 6

- A. Owned by Developer _____
- B. Under Purchase and Sale Agreement _____
- C. Under Option _____

Seller: _____ Buyer: _____

Is there an identity of interest between the Buyer and Seller? If yes, please explain:

Date of Agreement 2.22.24 Expiration Date PSA is subject to receipt of Project Entitlements

Extensions granted? Yes No Date of Extension _____

Purchase Price \$_____ The Purchase Price is subject to a Confidentiality Agreement

VII. DESIGN AND CONSTRUCTION

See Exhibit 7 for Site Plan, Unit Floor Plans, Building Elevations, Wall Cross-Section and Photographs

1. Drawings

Please submit one set of drawings.

Cover sheet showing written tabulation of: See Exhibit 7 -1

- Proposed buildings by design, ownership type, and size. Identity and describe affordable units and handicapped accessible units.
- Dwelling unit distribution by floor, size, and bedroom/bath number
- Square footage breakdown of commercial, residential, community, and other usage in the buildings
- Number of parking spaces

Site plan showing: See Exhibit 7-2

- Lot lines, streets, and existing buildings
- Proposed building footprint(s), parking (auto and bicycle), and general dimensions
- Zoning restrictions (i.e., setback requirements, easements, height restrictions, etc).
- Wetlands, contours, ledge, and other environmental constraints
- Identification of affordable units
- Identification of handicapped accessible units.
- Sidewalks and recreational paths
- Site improvements, including landscaping
- Flood plain (if applicable)

Utilities plan showing:

- Existing and proposed locations and types of sewage, water, drainage facilities, etc.

Graphic depiction of the design showing: See Exhibit 7-3

- Typical building plan
- Typical unit plan for each unit type with square footage tabulation
- Typical unit plan for each accessible unit type with square footage tabulation
- Elevation, section, perspective, or photograph
- Typical wall section

Photographs - See Exhibit 7-4

2. **Construction Information**

<u>Foundations</u>	# Mkt. Units	# Aff. Units	Attic	# Mkt. Units	# Aff. Units
Slab on Grade	<u>23</u>	<u>13</u>	Unfinished	<u>23</u>	<u>13</u>
Crawl Space	_____	_____	Finished	_____	_____
Full Basement	_____	_____	Other	_____	_____

<u>Exterior Finish</u>	# Mkt. Units	# Aff. Units	Parking	# Mkt. Units	# Aff. Units
Wood	<u>23</u>	<u>13</u>	Outdoor	<u>1/unit</u>	<u>1/unit</u>
Vinyl	<u>23</u>	<u>13</u>	Covered	_____	_____
Brick	_____	_____	Garage	<u>1/unit</u>	<u>1/unit</u>
Fiber Cement	<u>23</u>	<u>13</u>	Bicycle	_____	_____
Other	_____	_____			

Heating System

Fuel: Oil Gas Electric Other

Distribution method (air, water, steam, etc.): air

Energy Efficient Materials

Describe any energy efficient or sustainable materials used in construction: _____
 _____ Energy efficient appliances, HVAC equipment, waster saving/low flow plumbing fixtures

Modular Construction

If modular construction will be used, explain here:

Amenities

Will all features and amenities be available to market buyers also be available to affordable buyers? If not, explain the differences.

yes Dog park, mail/bus stop pavillion, tot lot, walking trails and possibly a community garden

VIII. SURROUNDING AREA

1. Describe the land uses in the surrounding neighborhood:
Single family residential

2. What is the prevailing zoning in the surrounding neighborhood?
Singly family residential

3. How does the project's proposed site plan and design relate to the existing development pattern(s) of the immediately surrounding area?
The project plan utilizes a small scale residential building massing and layout to align with the surrounding development patterns of the neighborhoods proximate to the proposed project.

4. Describe and note distances to nearby amenities and services such as shopping, schools, parks and recreation, or municipal offices.
Shopping - Mashpee Commons - 5 miles, Downtown Falmouth - 6 miles
High School - 3.6 miles, E. Falmouth Elementary School 3 miles
Falmouth Town Hall - 5.0 miles

5. Explain how developing the site contributes to smart growth development in the area (e.g. mixed use, reuse, concentrated development).
Re-use and re-development of defunct horse boarding and training facility

6. Is the site located near public transit (bus, subway, commuter rail, etc.)? If so, indicate the type, distance to the nearest stop, and frequency of service.
The Bourne Service Line of the Cape Cod Regional Transit Authority is 1.7 miles from site, and their DART - Dial a Ride on call transportation program provides door to door public transit service.

As of the date of filing with the Fal SB, this has not been requested of a lender. Pending the SB's support and prior to submission to HLC, such will be procured.

IX. FINANCING

1. Attach a letter of interest from a construction lender.

Are there any public funds to be used for this project? If yes, indicate the source, amount, use and status of funds:

We will utilize a construction and permanent financing lender with access to the New England Fund (NEF) fund of funds.

Describe the form of financial surety to be used to secure the completion of cost certification for this project

Bond

X. PROJECT FEASIBILITY

The section is for developers of home ownership projects.

Developers of multi-family rental projects must use the One Stop Application at <http://www.mhfc.com> and complete Section 3 Sources and Uses and Section 4 Pro Forma.

See Proforma in Exhibit 8

Ownership Pro Forma

	Total Costs	Per Unit	Per Sq. Ft.	% of Total
(a) Site Acquisition	\$ _____	\$ _____	\$ _____	\$ _____
Hard Costs:	\$ _____	\$ _____	\$ _____	\$ _____
Earth Work	\$ _____	\$ _____	\$ _____	\$ _____
Site Utilities	\$ _____	\$ _____	\$ _____	\$ _____
Roads & Walks	\$ _____	\$ _____	\$ _____	\$ _____
Site Improvement	\$ _____	\$ _____	\$ _____	\$ _____
Lawns & Planting	\$ _____	\$ _____	\$ _____	\$ _____
Demolition	\$ _____	\$ _____	\$ _____	\$ _____
Unusual Site Conditions	\$ _____	\$ _____	\$ _____	\$ _____
(b) Total Site Work	\$ _____	\$ _____	\$ _____	\$ _____
Concrete	\$ _____	\$ _____	\$ _____	\$ _____
Masonry	\$ _____	\$ _____	\$ _____	\$ _____
Metals	\$ _____	\$ _____	\$ _____	\$ _____
Carpentry	\$ _____	\$ _____	\$ _____	\$ _____
Roofing & Insulation	\$ _____	\$ _____	\$ _____	\$ _____
Doors & Windows	\$ _____	\$ _____	\$ _____	\$ _____
Interior Finishes	\$ _____	\$ _____	\$ _____	\$ _____
Cabinets & Appliances	\$ _____	\$ _____	\$ _____	\$ _____
Plumbing & HVAC	\$ _____	\$ _____	\$ _____	\$ _____
Electrical	\$ _____	\$ _____	\$ _____	\$ _____
(c) Total Construction	\$ _____	\$ _____	\$ _____	\$ _____
(d) General Conditions	\$ _____	\$ _____	\$ _____	\$ _____
(e) Subtotal Hard Costs	\$ _____	\$ _____	\$ _____	\$ _____
(a+b+c+d)	\$ _____	\$ _____	\$ _____	\$ _____
(f) Contingency	\$ _____	\$ _____	\$ _____	\$ _____
(g) Total Hard Costs (e+f)	\$ _____	\$ _____	\$ _____	\$ _____

Soft Costs:

	\$	\$	\$	\$
Permits/Surveys	\$	\$	\$	\$
Architectural	\$	\$	\$	\$
Engineering	\$	\$	\$	\$
Legal	\$	\$	\$	\$
Bond Premium	\$	\$	\$	\$
Real Estate Taxes	\$	\$	\$	\$
Insurance	\$	\$	\$	\$
Security	\$	\$	\$	\$
Developer's Overhead	\$	\$	\$	\$
General Contractor's Overhead	\$	\$	\$	\$
Construction Manager	\$	\$	\$	\$
Property Manager	\$	\$	\$	\$
Construction Interest	\$	\$	\$	\$
Financing/Application Fees	\$	\$	\$	\$
Utilities	\$	\$	\$	\$
Maintenance (unsold units)	\$	\$	\$	\$
Accounting	\$	\$	\$	\$
Marketing	\$	\$	\$	\$
(h) Subtotal Soft Costs	\$	\$	\$	\$
(i) Contingency	\$	\$	\$	\$
(j) Total Soft Costs (h+i)	\$	\$	\$	\$
(k) Total Development Costs (g+j)	\$	\$	\$	\$

Profit Analysis (should conform to the pro forma)

Sources:

Affordable projected sales \$ _____
 Market sales \$ _____
 Public grants \$ _____
(A) Total Sources \$ _____

Uses:

Construction Contract Amount \$ _____
(B) Total Development Costs \$ _____

Profit:

(C) Total Profit (A-B) \$ _____
(D) Percentage Profit (C/B) \$ _____

Cost Analysis (should conform to the pro forma)

Total Gross Building Square Footage _____
 Residential Construction Cost per Sq. Ft. \$ _____
 Total Hard Costs per Sq. Ft. \$ _____
 Total Development Costs per Sq. Ft. \$ _____
 Sales per Sq. Ft. \$ _____
 (do not include proceeds from public grants)

XI. DEVELOPMENT SCHEDULE

Complete the chart below by providing the appropriate month and year. Fill in only as many columns as there are phases. If there will be more than three phases, add columns as needed.

	Phase 1	Phase 2	Phase 3	Total
Number of affordable units	<u>13</u>	_____	_____	_____
Number of market units	<u>23</u>	_____	_____	_____
Total by phase	<u>36</u>	_____	_____	_____

Please complete the following chart with the appropriate projected dates:

	Phase 1	Phase 2	Phase 3	Total
All permits granted	<u>9/25</u>	_____	_____	_____
Construction start	<u>12/25</u>	_____	_____	_____
Marketing start – affordable units	<u>8/26</u>	_____	_____	_____
Marketing start – market units	<u>8/26</u>	_____	_____	_____
Construction completed	<u>5/27</u>	_____	_____	_____
Initial occupancy	<u>10/25</u>	_____	_____	_____

XII. MARKETING OUTREACH AND LOTTERY

Affirmative Fair Housing Marketing Plan: **See Exhibit 9.**

Please submit your Affirmative Fair Housing Marketing Plan (AFHMP), prepared in accordance with Section III of the 40B Guidelines, and a description of the lottery process that will be used for this project. This shall describe:

- Information materials for applicants that will be used that provides key project information;
- Eligibility requirements;
- Lottery and resident selection procedure;
- Any preference system being used (Note: if local preference is proposed for this project, demonstration of the need for local preference must be demonstrated and accepted by HLC);
- Measures to ensure affirmative fair marketing including outreach methods;
- Application materials that will be used; and
- Lottery Agent.

XIII. CHECKLIST OF ATTACHMENTS

The following documentation must accompany each application:

1. Letter of support signed by Chief Elected Officer of municipality
2. Letter of support from local housing partnership (if applicable)
3. Signed letter of interest from a construction lender
4. Map of community showing location of site
5. Check payable to HLC
6. Rationale for calculation of affordable purchase prices or rents (see Instructions)
7. Copy of site control documentation (deed or Purchase & Sale or option agreement)
8. 21E summary (if applicable)
9. Photographs of existing building(s) and/or site
10. Site Plan showing location of affordable units
11. Sample floor plans and/or sample elevations
12. Proposed marketing and lottery materials

N. B.: Appraisal: HLC will commission an appraisal, for which the sponsor of the project will pay. We will not issue a Project Eligibility Letter until that appraisal has been completed and accepted by HLC.



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

Exhibit 1-a

TO: Affordable Housing Committee
FROM: Mike Renshaw, Town Manager *MR*
SUBJECT: Local Initiative Program Application
809 Sandwich Road, Northland Residential Corporation
DATE: November 13, 2024
CC: Kimberly Fish, Housing Coordinator
Jack Dawley, President/CEO Northland Residential Corporation

A Local Initiative Program (LIP) application was submitted by Northland Residential Corporation to construct 36 rental units located at 809 Sandwich Road, East Falmouth. Of the 36 rental units, a total of 13 are proposed to be deed restricted as affordable in perpetuity.

In May of 2024, Jack Dawley, President and CEO of Northland Residential Corporation met with the Zoning Administrator, Town Planner and Housing Coordinator to discuss an initial housing plan for the site. Then, as part of the newly adopted LIP Application Process and Review Guidelines, Mr. Dawley submitted a pre-application with a conceptual plan of the proposed project and appeared before the Housing Development Working Group on June 24, 2024. After a comprehensive discussion, Mr. Dawley agreed to make some adjustments to the original proposed project and return to the Working Group, which he did on July 31, 2024. The Working Group felt the project could move into the second phase of the LIP process and submit a formal LIP application with a site plan for consideration of the Housing Development Working Group. Before meeting with the Working Group to discuss and review the formal LIP application on October 29, 2024, Mr. Dawley attended a Land Use Group meeting on October 16, 2024 and received a number of constructive comments. In the end, the Working Group ultimately provided me with a favorable recommendation to endorse this LIP application. The final steps for Mr. Dawley are to appear before the Affordable Housing Committee on November 14, 2024, and then the Select Board.

The project will consist of 17 duplexes and 2 single unit structures. There will be eighteen (18) 1,200 sf two-bedroom units and eighteen (18) 1,350 sf three-bedroom units. They will be the style as outlined in Attachment E.3 of the LIP Application (Building A Type). The project includes a combination mail and school bus stop pavilion, a large village green open space area with walking paths, a community gathering common area with a fire pit and children's play area/structure, and a dog park. The applicant is planning on installing an on-site Advanced Technology Nitrogen Reduction septic system and connecting to the town water system. The site itself is a former horse boarding and training facility, which is cleared, but not being maintained. It has a ring, a barn and outdoor paddocks and support facilities in varying conditions of disrepair. Based upon its current condition, the proposed project will be an improvement to the site.

Northland Residential Corporation agreed to deed restrict in perpetuity, 4 units beyond the 9 required by the Ch. 40B statute. Of the total 36 units, 9 are required to be deed restricted at 80% of the area median income (AMI). Mr. Dawley agreed to further deed restrict 2 units at 100% of the AMI, 1 unit at 110% of the AMI and 1 unit at 120% of the AMI.

For all the above reasons I recommend endorsement of this LIP application.



Town of Falmouth
Affordable Housing Committee

Exhibit 2

59 TOWN HALL SQUARE, FALMOUTH, MA 02540

Friday, November 22, 2024

Dr. Nancy Taylor
Chair
Falmouth Select Board
Town Hall
Falmouth MA 02540

Dear Dr. Taylor:

At its monthly meeting on November 12, 2024, the Falmouth Affordable Housing Committee authorized the Chair to send this letter of support for the development proposal by Jack Dawley for a 36-unit rental project at 809 Sandwich Road.

Our committee is happy to support this LIP project that would include 13 affordable units, 4 more than required. Further, the income targets for these deed-restricted units would range from 9 at 80% of AMI, 2 at 100% of AMI, 1 at 110% of AMI and 1 at 120% of AMI, a welcome income mix of assisted families.

The AHC notes the following aspects of the project:

- The project layout has a good scale and is a good use of already cleared land
- The septic system plan includes IA features
- The project manager will be located in or near Falmouth

The AHC urged Mr. Dawley to reach out to surrounding neighbors to explain his project and take comments. The committee also asked Mr. Dawley if he would consider restricting the rental leases to 12 months. Mr. Dawley said he would consider the idea.

Thus, the AHC recommends approval of the project.

Thank you.

David Garrison
Chair, Falmouth Affordable Housing Committee

CC: Kim Fish, Housing Coordinator
Noreen Stockman, ZBA Administrator
Jed Cornock, Town Planner

Exhibit 3

Development Team

Northland Residential Corporation

- Jack Dawley - President & CEO
- Richard Thomas - EVP, CFO
- Sean Skehill - SVP, Director of Construction

Permitting Attorney

- Matthew W. Gaines, Esq.

Architect - K. T. Wise Architects

- K. T. Wise - Principal

Civil Engineer - Merrill Engineering

- Tim Santos - Director of Engineering, Falmouth
- Deb Keller - Senior Project Manager

Landscape Architect - Ryan Associates

- Alan Aukeman - Principal

Exhibit 4

Sponsor Experience

The Senior Management Team for Northland Residential LLC (“Northland”) has designed, permitted, constructed, marketed, and conveyed or leased more than 750 units in Massachusetts. Sample communities:

- Village at Old Main – Falmouth, MA (12 units)
- The Villages at Brookside – Bourne, MA (232 units)
- The Woodlands at Belmont Hill – Belmont, MA (121 units)
- The Village at Seven Springs – Burlington, MA (94 units)
- The Residences at Black Rock – Hingham, MA (52 units)
- Duxbury Woods – Duxbury, MA (40 units)
- Woodmere at Brush Hill – Milton, MA (36 units)
- The Residences at Belmont – Belmont, MA (152 units)

Our team currently has three new developments under construction – 15 High Street Norwell, Wolcott Woods, and Fieldstone Way.

15 High Street Norwell is a 56-unit (42 market rate and 14 affordable) rental community located in Norwell, MA. The development was designed and permitted using Chapter 40B. Construction broke ground in Q3 2023. The well-conceived development plan has helped to fill a void in the local housing stock – that being entry-level new construction rental townhomes and flats.

Wolcott Woods is Northland’s newest townhouse community located in Milton, Massachusetts. Wolcott Woods consists of 60 units (54 market-rate units and 6 affordable units). This age-restricted community is nestled into the hillside of a 47-acre parcel which abuts the Blue Hills Reservation. The company worked closely with the Town of Milton to re-zone the parcel and obtain a Special Permit from the Planning Board. Construction broke ground in Q3 2020.

Fieldstone Way is a 44-unit (33 market, 11 affordable) homeownership townhouse community located in Wellesley, Massachusetts. The development was designed and permitted using Chapter 40B. Construction broke ground in Q3 2019. The initial lottery for 7 of the affordable units attracted over 140 applicants, a new record for the Lottery Agent (Mahoney Properties).

Portfolio of Northland Residential Communities with an Affordable Component

The Village at Seven Springs, Burlington, Massachusetts

Northland Project Executives: Jack Dawley & Peter Crabtree

Northland CFO: Richard Thomas

Northland Sales & Marketing: Lynne Peterson & Elaine Leonard

Lottery Agent: Town of Burlington

Monitoring Agent: DHCD

Northland, through its affiliate, Seven Springs Residential LLC, developed "The Village at Seven Springs" – a 90-unit for-sale townhouse condominium community located in Burlington, MA. The townhouse community consisted of eighty-one (81) market-rate townhouses and nine (9) affordable townhouses. The Village at Seven Springs was the for-sale condominium component of the overall residential community permitted by National Development. National Development constructed and rented "Arborpoint at Seven Springs" – a 331-unit apartment community on the abutting site. The development was a LIP with 10 percent of the units being designated as affordable. The project was completed in 2013.

Duxbury Woods, Duxbury, Massachusetts

Northland Project Executives: Jack Dawley & Peter Crabtree

Northland CFO: Richard Thomas

Northland Sales & Marketing: Elaine Leonard

Lottery Agent: SEB, LLC

Monitoring Agent: MetroWest Collaborative & Development

Northland, through its affiliate, Duxbury Residential LLC, was the developer of "Duxbury Woods" – a 40-unit for-sale townhouse condominium community located in Duxbury, Massachusetts. The community consisted of thirty (30) market-rate townhouses and ten (10) affordable townhouses. Permits for the development were attained under Chapter 40B. Construction for the community began in 2013 and the final certificate of occupancy was attained on November 21, 2016. The cost examination for Duxbury Woods has been completed and approved by MassHousing.

Exhibit 5

Fair Housing Experience

The Senior Management Team for Northland Residential LLC ("Northland") has designed, permitted, constructed, marketed, and conveyed or leased more than 1,000 residential units in Massachusetts. For the vast majority of the market-rate units Northland has developed, Northland has used an in-house Sales & Marketing Team led by Elaine Leonard. No one on the team has been accused of any violations of fair housing requirements. For the communities Northland has developed that have had an affordable component (see a listing of the projects below), Northland has hired an independent 3rd party experienced in preparing and implementing AFHMP to serve as the Lottery Agent. In addition, Northland hired an independent 3rd party to serve as the Monitoring Agent for these projects. None of these projects have been charged with any violations of fair housing requirements.

In response to the specific notes regarding Fair Housing Requirements in this application, Northland states the following.

1. Northland, its development team, staff, other entities, or individual responsible for fair housing compliance has not required intervention by a state subsidizing agency to address fair housing complaints or concerns nor had a finding or final determination against it for violation of state or federal fair housing law with the past five years.
2. Northland, as a sponsor, has successfully carried out similar AFHMP responsibilities for more than three projects in Massachusetts (see list of projects below). This was accomplished through hiring a 3rd party experienced in AFHLMP activities to successfully market the affordable units in these developments.
3. For the subject project, as we have done in the past, NRC will hire an experienced and well-qualified 3rd party for the AFHMP responsibilities. In addition, this firm will possess the ability to address matters relating to limited English language proficiency (LEP) including language access planning and providing reasonable language assistance at no cost to the applicant, so that applicants with LEP may meaningfully apply and access the housing opportunity.

Woodmere at Brush Hill, Milton, Massachusetts

Northland Project Executive: Jack Dawley
Northland CFO: Richard Thomas
Northland Sales & Marketing: Elaine Leonard
Lottery Agent: SEB LLC
Monitoring Agent: DHCD

Northland, through its affiliate, Milton NRC, LLC, developed "Woodmere at Brush Hill" in Milton, Massachusetts. Woodmere consists of 36 homeownership townhouses (32 market-rate and 4 affordable) and was permitted working closely with the Town of Milton and using the LIP Program. The development is now complete, and all units have been conveyed.

Village at Old Main, Falmouth, Massachusetts

Northland Project Executive: Jack Dawley
Northland CFO: Richard Thomas
Northland Sales & Marketing: Elaine Leonard
Lottery Agent: Maloney Properties
Monitoring Agent: Falmouth Housing Trust, Inc.

Northland, through its affiliate, Shining Sea NRC LLC developed the "Village at Old Main" in Falmouth, Massachusetts. VOM consists of 8 homeownership townhouse condominiums - 6 market-rate and 2 affordable units. VOM was permitted under Chapter 40b. The project has been completed and all units have been conveyed.

Fieldstone Way, Wellesley, Massachusetts

Northland Project Executive: Peter Crabtree
Northland CFO: Richard Thomas
Northland Sales & Marketing: Elaine Leonard
Lottery Agent: Maloney Properties
Monitoring Agent: MetroWest Collaborative & Development

Northland, through its affiliate, Wellesley Residential, LLC, is currently constructing "Fieldstone Way" in Wellesley, Massachusetts. Fieldstone Way consists of 44 homeownership townhouses and was permitted under Chapter 40b. The lotteries for the 11 affordable units have been held and 9 of the 11 affordable units have been conveyed.

Wolcott Woods, Milton, Massachusetts

Northland Project Executives: Jack Dawley, Peter Crabtree & Stephen Gallagher

Northland CFO: Richard Thomas

Northland Sales & Marketing: Elaine Leonard

Lottery Agent: SEB

Monitoring Agent: DHCD

Northland, through its affiliate, Wolcott Residential, LLC, is currently constructing "Wolcott Woods" in Milton, Massachusetts. Wolcott Woods consists of 60 homeownership residences (50 new townhomes, 4 units within renovated historic buildings and 6 affordable units). This age-restricted community was permitted by way of a re-zoning and issuance of a Special Permit. Site work commenced in Q2 2020 and the vertical construction began in Q4 2020. Of the six affordable units, four have been completed and sold.

EIGHTH MODIFICATION OF PURCHASE AND SALE AGREEMENT

Reference is hereby made to a certain Purchase and Sale Agreement dated February 22, 2024, as amended by a Modification of Purchase and Sale Agreement dated April 17, 2024, a Second Modification of Purchase and Sale Agreement dated May 17, 2024, a Third Modification of Purchase and Sale Agreement dated May 28, 2024, a Fourth Modification of Purchase and Sale Agreement dated July 9, 2024, a Fifth Modification of Purchase and Sale Agreement dated August 5, 2024, a Sixth Modification of Purchase and Sale Agreement dated August 28, 2024, and a Seventh Modification of Purchase and Sale Agreement dated September 18, 2024, by and between Margaret A. Innis, as Seller, and Northland Residential Corporation, as Buyer, relating to certain property known as 809 Sandwich Road, Falmouth, Massachusetts, (the "P&S").

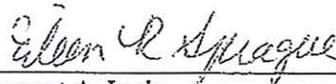
Seller and Buyer hereby agree to amend and modify P&S, as follows:

The Due Diligence Date as defined in paragraph 7(a)(i) of the P&S is hereby extended to December 20, 2024.

Except as expressly modified and amended above, all other terms and conditions of the P&S shall remain in full force and effect. This Modification may be executed by the parties in multiple counterparts, which, when taken together, shall constitute one integrated instrument.

Executed as an instrument under seal as of the 29th day of October, 2024.

SELLER:



Margaret A. Innis
attorney for seller

BUYER:

NORTHLAND RESIDENTIAL CORPORATION

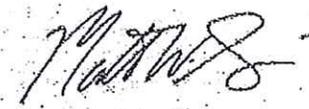

By: _____
John C. Dawley, President and CEO,
duly authorized

Exhibit 7-1

806 SANDWICH ROAD UNIT MATRIX

Two Bedroom Unit	RSF	Baths	#	# Aff Units	# Mkt Units	Re
2 BR Market Rate Units	1,200	1.5	9	0	9	:
2 BR 80% AMI Affordable Units	1,200	1.5	8	8	0	
2 BR 100% AMI Affordable Units	1,200	1.5	1	1	0	
2 BR 110% AMI Affordable Units	1,200	1.5	0	0	0	
2 BR 120% AMI Affordable Units	1,200	1.5	0	0	0	
Total 2 Bedroom Units			18	9	9	
Three Bedroom Units			%of total 2brs		25.00%	25.00%
3 BR Market Rate Units	1,350	2.5	14	0	14	:
3 BR 80% AMI Affordable Units	1,350	2.5	1	1	0	
3 BR 100% AMI Affordable Units	1,350	2.5	1	1	0	
3 BR 110% Market Rate Units	1,350	2.5	1	1	0	
3 BR 120% Market Rate Units	1,350	2.5	1	1	0	
Total 3 Bedroom Units			18	4	14	
			%of total 3 brs		11.11%	38.89%
Other Income			0	-	0	
Total Units			36	13	23	
			Aff %of total		36.11%	

	Total	Affordable	% of Total Units	Market	Bedroom Cnt	Pking Cnt
Studios	0	0	0.00%	0	0	0
Total 1BRs	0	0	0.00%	0	0	0
Total 2BRs	18	9	25.00%	9	36	36
Total 3 BRs	18	4	11.11%	14	54	36
Total Units	36	13	36.11%	23	90	72

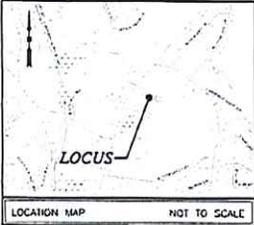


Exhibit 7-2

REPORT OWNER
 PARCEL ID 21 08 012 000
 8009 SANDWICH ROAD, FALMOUTH
 MARGARET A. PAUL AND CHARLES S. PAUL JR.
 270 HATCHFIELD ROAD
 HIRSHVILLE, MA 02540
 0123 BOOK TECHS PAGE 140
 LOT 3 PLAN BOOK 325 PAGE 41

- NOTES:**
1. PLAN REFERENCES:
 1.1 PLAN BOOK 325 PAGE 41
 1.2 PLAN BOOK 444 PAGE 13
 1.3 PLAN BOOK 350 PAGE 21
 1.4 PLAN BOOK 446 PAGE 24
 1.5 PLAN BOOK 332 PAGE 9
 2. TOPOGRAPHIC AND UTILITIES INFORMATION SHOWN HEREON IS BASED UPON AN ON THE GROUND SURVEY PERFORMED BY MERRILL ENGINEERING AND LAND SURVEYING DURING OCTOBER OF 2024.
 3. ALL UTILITIES ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988.
 4. SUBJECT SITE IS IN THE ADJUTANTIA, A "B" DISTRICT, THE GREAT POINT EXHAUST FOND OVERLAY DISTRICT AND THE SHIP DOCKWAY (SHARDY AND RESOLVE) AS PERMITTED ON THE TOWN OF FALMOUTH ZONING MAP.
 5. SUBJECT SITE IS PARALLEL WITH THE MENTIONED AREA OF THE WACCAQUOSETTS HISTORICAL COMMISSION.
 6. EXISTING UTILITIES, WHERE SHOWN, HAVE BEEN COMPILED BASED ON EXISTING ABOVE GROUND EVIDENCE AND AVAILABLE RECORD PLANS AND ARE TO BE CONSIDERED APPROXIMATE. MERRILL ENGINEERING AND LAND SURVEYING DOES NOT GUARANTEE THE LOCATION OF THE UNDERGROUND UTILITIES SHOWN OR THAT ALL EXISTING UTILITIES AND/OR SUBSURFACE STRUCTURES ARE SHOWN.
 7. EXISTING SEPTIC SYSTEM COMPONENTS SHOWN HEREON TAKEN FROM WELDON HILL'S PROVISION ON FILE WITH THE TOWN OF FALMOUTH UNDER THE HEALTH.

DISCLAIMER:
 BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED IN ZONE R OF THE FALMOUTH ZONING MAP AS SHOWN ON COMPLETION MAP NO. 220000022, WHICH HAS AN EFFECTIVE DATE OF JULY 16, 2014, AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

- ENVIRONMENTAL NOTES:**
1. SITE IS NOT WITHIN AN AEC (AREA OF CRITICAL ENVIRONMENTAL CONCERN).
 2. SITE IS NOT WITHIN AN AREA OF ESTIMATED HIGHER THAN MEDIUM FLOOD RISK OR "SPECIAL HABITAT OF HIGH WILDLIFE" FOR USE WITH THE MA WILDLIFE PROTECTION ACT REGULATING (310 CMR 10.00).
 3. SITE DOES NOT CONTAIN A CERTIFIED WETLAND POOL PER MERRILL MAP "CERTIFIED WETLAND POOLS".
 4. SITE IS NOT WITHIN A PRIORITY HABITAT FOR WILDLIFE MAP "PRIORITY HABITAT OF HIGH WILDLIFE" FOR SPECIAL SPECIES UNDER THE WACCAQUOSETTS ENDANGERED SPECIES ACT REGULATING (310 CMR 10.00).
 5. SITE IS NOT LOCATED WITHIN A STATE APPROVED ZONE R CHOKING WATER RECHARGE PROTECTION AREA.

COPYRIGHT © BY MERRILL CORPORATION.
 ALL RIGHTS RESERVED. THIS DOCUMENT IS THE PROPERTY OF MERRILL CORPORATION AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF MERRILL CORPORATION. ANY UNAUTHORIZED REPRODUCTION OR TRANSMISSION OF THIS DOCUMENT WITHOUT THE WRITTEN PERMISSION OF MERRILL CORPORATION WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW.



PARKING CALCULATION & SETBACKS.

RESIDENTIAL USE
 REQUIRED: 2 SPACES PER UNIT WITH 2 OR MORE BEDROOMS
 1.5 SPACES PER UNIT HAVING FEWER THAN 2 BEDROOMS

PARKING IN SUBDIVISION
 36 UNITS x 1.5 SPACES = 54 SPACES
 TOTAL PARKING SPACES REQUIRED: 54 SPACES (FALMOUTH ZONING MAP)

SURFACE PARKING SPACES PROVIDED: 36 SPACES
GRADE PARKING SPACES PROVIDED: 24 SPACES
GUEST PARKING: 22 SPACES

TOTAL SPACES PROVIDED: 82 SPACES
 (DO NOT INCLUDE 2 HO SPACES)

TITLES CALCULATIONS.

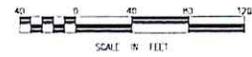
RESIDENTIAL
 2 BEDROOM UNITS x 18 = 36 BEDROOMS
 2 BEDROOM UNITS x 12 = 24 BEDROOMS
 TOTAL BEDROOMS = 60 BEDROOMS

90 BEDROOMS x 110 GROSS FLOOR AREA = 9,900 GFA
 PROPOSED TITLE 5 FLOOR FOR SDC = 9,900 GFA

ZONING REQUIREMENTS
 RESIDENTIAL A - "A" DISTRICT

	REQUIRED	EXISTING	PROPOSED
LOT AREA	45,240 SQ FT	202,547 SQ FT	202,547 SQ FT
LOT FRONTAGE	100 FEET	335.35 FEET	335.35 FEET
LOT COVERAGE BY STRUCTURE	20%	10.1% (20,446 SQ FT)	22.7% (49,294 SQ FT)
LOT COVERAGE BY STRUCTURE YARDING & PARKING	40%	16.5% (35,461 SQ FT)	44.0% (94,279 SQ FT)
MINIMUM YARD			
FRONT YARD	35 FT	142.6 FT (GARAGE)	231 FEET
SIDE YARD	10 FT	22.1 FT (GARAGE)	15.0 FEET
REAR YARD	10 FT	232 FT (SMELLING)	15.0 FEET

ZONING NOTE:
 REFER TO THE TOWN OF FALMOUTH ZONING MAP AS MAXIMUM YARDS MAY VARY DEPENDING ON ZONE AND EXISTING OR PROPOSED USE.



merrillinc.com

DESIGNED BY:	
PREPARED BY:	
CHECKED BY:	
SCALE:	1" = 40'
TITLE:	

DRAFT

CONCEPT PLAN
NOT FOR CONSTRUCTION



Merrill
 Engineering and Land Surveying
 427 Columbus Road
 Falmouth, MA 02540
 781-626-9200
 362 Court Street
 Falmouth, MA 02540
 508-746-0660
 Marine Division
 76 Union Street
 Falmouth, MA 02540
 508-746-6060
 448 N. Falmouth Hwy., Unit A
 North Falmouth, MA 02556
 508-363-2981

24-062

RESIDENTIAL DEVELOPMENT

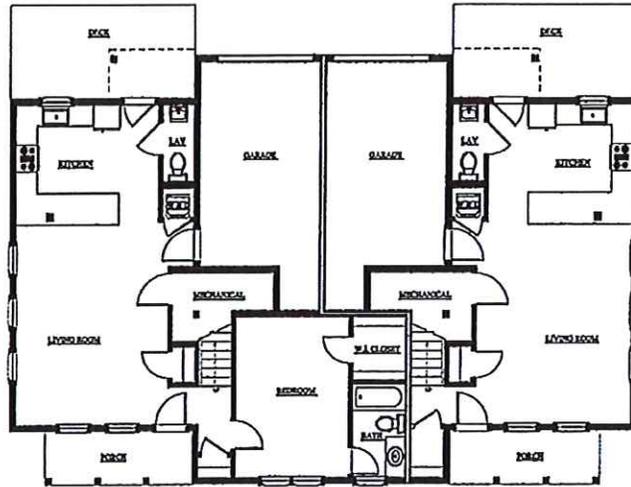
8009 SANDWICH ROAD
 PARCEL ID 21 08 012 000
 FALMOUTH, MASSACHUSETTS

CLIENT:
 MARGARET A. PAUL & CHARLES S. PAUL JR.
 270 HATCHFIELD ROAD
 HIRSHVILLE, MA 02540

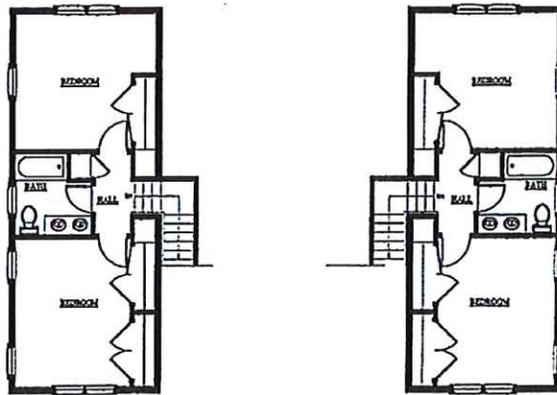
DATE:
 OCTOBER 28, 2024

CONCEPTUAL SITE PLAN

Exhibit 7-3



FIRST FLOOR PLAN



SECOND FLOOR PLAN

3 BEDROOM UNIT

2 BEDROOM UNIT

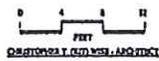
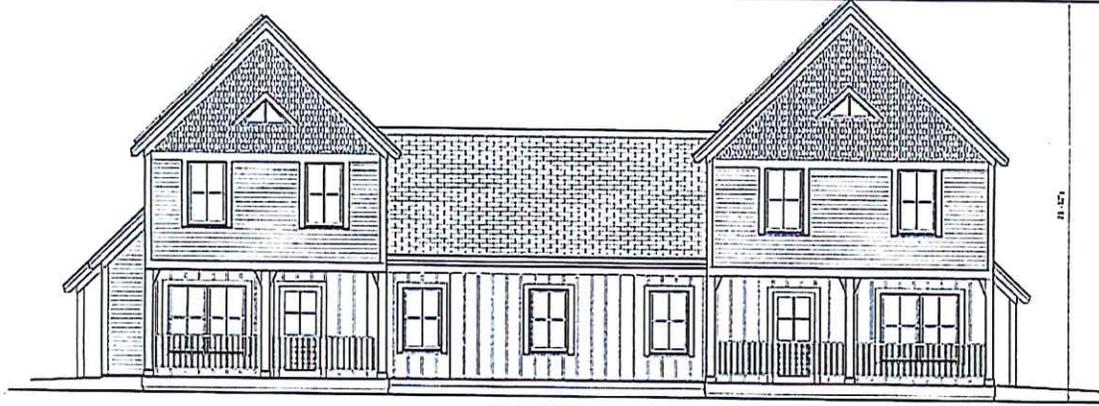
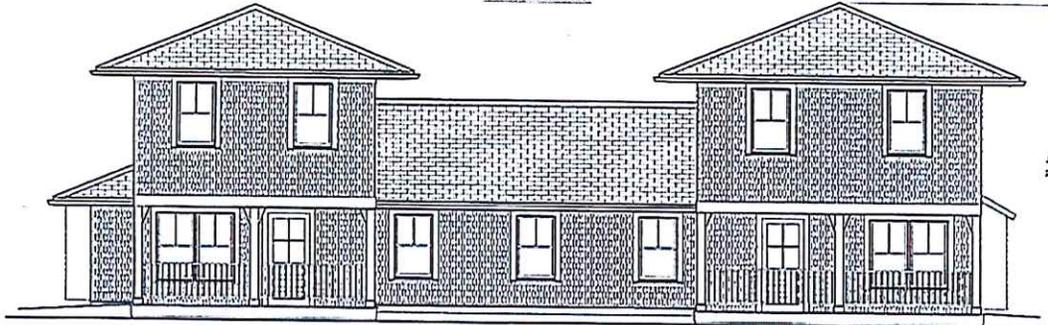


Exhibit 7-3



BUILDING TYPE A
FRONT ELEVATION



BUILDING TYPE B
FRONT ELEVATION



BUILDING TYPE C
FRONT ELEVATION

CHRISTOPHER T. WISE - ARCHITECT
134 FIELD COUNTRY DR. #242
WILSONVILLE, OR 97150
TEL: 503.686.1206

CONSULTANTS

NOTES

SCALE: 1/4" = 1'-0"
DATE: AUGUST 27, 2014
DRAWN: CTW
REVISED:
DRAWING NUMBER

A-03 N

NOT FOR CONSTRUCTION
© CHRISTOPHER T. WISE - ARCHITECT

Megannsett Crossing - N. Falmouth



Megannsett Crossing - N. Falmouth



Meganssett Crossing - N. Falmouth



Exhibit 8

ASSUMPTIONS

36 total units, 13 affordable (9 @80% AMI, 2 @100% AMI, 2 @110% AMI)

OPERATING

Vacancy Rate	2.5%	of Gross Rental Income
Other Rental Losses	0.5%	of Gross Rental Income
Management Fee	3.00%	of Gross Rental Income
Stabilized Cap Rate	6.00%	
Operating Expenses	25.0%	of Gross Rental Income

*Assume all utilities will be metered at units and paid by tenants
*Assume no charge for surface parking.

DEVELOPMENT

Bldg Hard Cost/GSF	\$170	Current 15HSN Buyout = \$170/sf
General Requirements	6%	
General Conditions	6%	of hard costs - direct on-site personal & OH costs
Profit (Construction)	2%	
Hard Cost Contingency	4%	of hard costs (building & site)
Developers Overhead	112,000	Corp Back Office Support - see tab
Soft Cost Contingency	3%	of soft costs

Developer's Fee 3.0% of hard and soft costs

Cost of Sale 1.5% of asset price

Lottery Expenses see SEB Proposal dated 10.31.22 - assumes 1 lotteries and assoc. mktg expenses

CAPTIALIZATION

TBD

Construction Financing:	
Construction LTC %	75%
Construction Interest Rate	6.0%
Construction Term (mnths)	24
Permanent Loan Financing:	
Stabilized Cap Rate	6.00%
Perm Loan Interest Rate	6.75%
Debt Service Coverage Ratio (DSCR) - Min	1.2
Loan to Value Ratio (LTV) - Max	70%
Amortization Period (months)	360



806 SANDWICH ROAD UNIT MATRIX

Unit Type	RSF	#	# Aff Units	# Mkt Units	Rent/Mo	Rent/Mo/NSF	Rent/Yr	Max Aff Rent	Util Allowance	Aff Rent/Mo	Aff Rent/Mo/NSF	Aff Rent/Yr	Total Mkt Rent	Total Aff Rent	Total Rent	Total NSF
2 BR Market Rate Units	1,200	9	0	9	\$3,750	\$3.13	\$45,000						\$405,000	\$0	\$405,000	10,800
2 BR 80% AMI Affordable Units	1,200	8	8	0	\$0	\$0.00	\$0	\$2,000	\$175	\$2,175	\$1.81	\$26,100	\$0	\$208,800	\$208,800	9,600
2 BR 100% AMI Affordable Units	1,200	1	1	0				\$2,500	\$175	\$2,675	\$2.23	\$32,100	\$0	\$32,100	\$32,100	1,200
2 BR 110% AMI Affordable Units	1,200	0	0	0												0
2 BR 120% AMI Affordable Units	1,200	0	0	0												0
Total 2 Bedroom Units		18	9	9									\$405,000	\$240,900	\$645,900	21,600
			% of total 2brs	25.00%	25.00%											
3 BR Market Rate Units	1,350	14	0	14	\$4,500	\$3.33	\$54,000						\$756,000	\$0	\$756,000	18,900
3 BR 80% AMI Affordable Units	1,350	1	1	0				\$2,200	\$200	\$2,400	\$1.78	\$28,800	\$0	\$28,800	\$28,800	1,350
3 BR 100% AMI Affordable Units	1,350	1	1	0				\$2,700	\$200	\$2,900	\$2.15	\$34,800	\$0	\$34,800	\$34,800	1,350
3 BR 110% Market Rate Units	1,350	1	1	0				\$3,100	\$200	\$3,300	\$2.44	\$39,600	\$0	\$39,600	\$39,600	1,350
3 BR 120% Market Rate Units	1,350	1	1	0				\$3,400	\$200	\$3,600	\$2.67	\$43,200	\$0	\$43,200	\$43,200	1,350
Total 3 Bedroom Units		18	4	14									\$756,000	\$146,400	\$902,400	24,300
			% of total 3 brs	11.11%	38.89%											
Other Income		0		0		#DIV/0!	\$0						\$0		\$0	
Total Units		36	13	23									\$1,161,000	\$387,300	\$1,548,300	45,900
			Aff % of total	36.11%										\$1,548,300		

Utility Allowances are from Megansset Crossing

	Total	Affordable	% of Total Units	Market	Bedroom Cnt	Phing Cnt
Studios	0	0	0.00%	0	0	0
Total 1BRs	0	0	0.00%	0	0	0
Total 2BRs	18	9	25.00%	9	36	36
Total 3 BRs	18	4	11.11%	14	54	36
Total Units	36	13	36.11%	23	90	72

Total NSF	45,900
Bedrooms	90
Total Market Rent	\$1,161,000
Total Affordable Rent	\$387,300
Total Garage Rent	\$0
Total Rent	\$1,548,300

Building Composition		SF	GSI
18 Two Beds	1A	1200	21600
18 Three Beds	1B	1350	24300
			45900

DEVELOPMENT BUDGET	12/31/24	11/01/2025	Budget Notes & Assumptions
Acquisition & Due Diligence			
Purchase - @ \$18,541,000	\$18,541,000	-	
Senior Broker Development Charge @ \$4 Fl, 3x legal - Transaction, Partnership Structuring	\$0,000	-	
Investmental Engineering (21.5 Percent)	3,900	-	
Soil Testing	2,400	-	Per Owner Proposal
Market Study	-	-	
Resolving Easements (at charge)	10,000	-	Per Owner Agent, Utilities & Public Records etc
Due Diligence - Other	3,000	-	Market/Owner
Misc. Pre-Closing Expenses (Legal, Title, etc)	3,000	-	
Total Acquisition & Due Diligence	\$18,542,900	\$0	Difference (18,542,900)
Permitting & Entitlement			
Legal - Forward Law, Zoning, Permitting, etc	25,000	-	
Legal - Zoning (21.5 - hearing)	3,000	-	
Architectural and Planning	25,000	-	Per Owner Proposal
Civil Site Engineering	15,000	-	
Landscaping Consulting Plan	9,641	-	Per Owner Proposal
Landscaping Architecture - 2, 2x 20,000	10,000	-	
Per Review Fees	5,000	-	
Total Comprehensive Permits	\$90,641	\$0	Difference (90,641)
Hard Costs			
Hard Cost - Site, Civil Road Infrastructure	1,000,000	-	Road and Drainage
On Site Septic	50,000	-	
Street Lighting	50,000	-	150% (Fixture & Labor) - 1-8-24 basis
Utility Tap - 21,000 @ 4.75 - Estimate	50,000	-	
1/2 Party Water Meters	5,000	-	Allow for going forward meters
Hard Cost - Storm Water Utilities	100,000	-	Carrying \$100/unit
Street Slope Landscaping (Street Trees and Seeding)	215,000	-	Budget @ 20,000 (planting, seed, stone etc)
Storms (concrete sidewalks, drainage, landings & stairs, and stairs)	200,000	-	
Amenities (parking, Rest, grill, bike racks, benches, mail)	50,000	-	
Per AG, Civil Station, Public Area, Program	20,000	-	
Bike Rack, Bench, Benches, Dog Stop Bag Station	8,000	-	
Bike Rack (fenced area)	10,000	-	
Trash Enclosures	-	-	3 each outside each unit
Storage - Project Storage and Site Use/Storage	25,000	-	Unit & Storage storage comes in budget
Impaction Fee, Paving & Control	100,000	-	New water pump, distribution main, manholes & controls
Hard Cost - New Building (see Assumptions)	2,831,000	-	210,000
Acquisition - Demolition Building	50,000	-	None
Acquisition - Soil	-	-	None
Builder's Risk Insurance (covered in Bid Hard Cost)	-	-	
Permit Fees (Covered in Bid Hard Cost)	-	-	
Misc water connection, sign, fire, vehicle fees	-	-	
General Requirements (see Assumptions)	356,116	-	Total GC Fees - no Over Fee
General Conditions (see Assumptions)	356,116	-	\$0
Profit (see Assumptions)	158,712	-	\$0
Hard Cost Contingency (see Assumptions)	337,424	-	1%
Total Hard Costs	\$11,774,000	\$0	Difference (11,774,000)
Soft Costs			
Architecture (incl. use of MEP and Structural Eng)	50,000	-	One Week - Licensing Fee
Civil Engineering	50,000	-	
Civil Engineering - GIS Survey & Control	20,000	-	
Landscaping Architecture	25,000	-	1,000 @ 2500
MEP Engineers	-	-	included in Arch
Misc Consultants	-	-	
Tests & Inspections	20,000	-	
Printing	10,000	-	
On Site Construction Office (w/ electric, hot & supplies)	50,000	-	Owner Budget
General liability insurance	100,000	-	
Completion Bond Premium	-	-	None Required
Allowable Joint - Letters & Approval Consultant	8,000	-	
Subsiding Agency - Pre-Permit Approval	3,000	-	
Subsiding Agency - Final Approval Fee	-	-	
Subsiding Agency - Civil Coordination	10,000	-	
Subsiding Agency - Fees	-	-	
Subsiding Agency - Civil Cert Review	25,000	-	
Developer's Overhead (see cost)	150,000	-	Per AG's Guidelines
Developer's Fee	171,169	-	1% of Hard Costs & Soft Costs excluding land
Lease Up - Marketing & PR	25,000	-	
Lease Up Defect	50,000	-	website, materials, stage unit
Soft Cost Contingency (see Assumptions)	28,075	-	
Total Soft Costs	\$998,235	\$0	Difference (998,235)
Carrying Costs			
21 Times During Development	35,000	-	
Project Fee/Contributions	10,000	-	
Total Carrying Costs	\$45,000	\$0	Difference (45,000)
Debt Costs			
Construction & Permit Loan - Origination Fee	30,000	-	
Construction & Permit Loan - Loan Broker Fee	-	-	
Construction & Permit Loan - Approval	3,000	-	
Construction & Permit Loan - Lender Legal	30,000	-	
Construction & Permit Loan - Borrower Legal	30,000	-	
Construction & Permit Loan - Title Insurance	15,000	-	
Construction Loan - Bank Inspections & Reports	21,000	-	
Construction & Permit Loan - Misc (Interest)	14,539	-	
Construction Loan - Interest (Interest on dev. Capitalization)	200,000	-	21.5% @ 15M per Cost @ 20% TIC @ 63 for 7 years
Total Debt Costs	\$290,539	\$0	Difference (290,539)
Reserve Contingency			
TOTAL DEVELOPMENT COST	\$14,811,344	\$0	Difference (14,811,344)
Reserve Contingency	\$528,834	\$0	Difference (528,834)
ROUNDED TOTAL DEVELOPMENT COST	\$15,340,178	\$0	Difference (15,340,178)

RETURN ON COST

ANNUAL CASH FLOWS

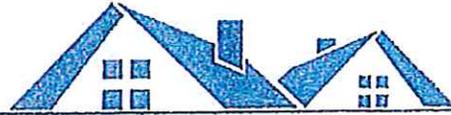
	12.1.24	
	Total	Per Unit
INCOME		
Gross Rental Income	\$1,548,300	\$43,008
Less: Vacancy (2.5%)	(\$38,708)	(\$1,075)
Less: Other Rental Losses (0.5%)	(\$7,742)	(\$215)
Net Rental Income	\$1,501,851	\$41,718
Plus: Misc Income	\$12,600	\$350
Total Other Income	\$12,600	\$350
		<i>pets, key fees, late fees, etc. @ 350/unit/yr</i>
Effective Gross Income (EGI)	\$1,514,451	\$42,068
Total Operating Expenses (OpEx)	\$296,149	\$8,226
OpEx Breakdown		
Unit Gas (Common Grills/Fire Pit)	2,500	69
Unit Electric	-	- direct bill to tenant
Unit Water	-	- direct bill to tenant
Common Area Electric (St Lights)	1,200	33 ~\$100/bldg/month
Common Area Water - Irrigation	-	- Onsite well
Common Area Cleaning	-	- N/A
Utilities - Affordable Units	-	- direct bill to tenant
Septic Tank Cleaning/Maintenance	5,000	139
Trash/Recycling	-	- Barrels outside each unit
Grounds/Snow - surface pking areas/walkways	50,000	1,389
Irrigation (well - electric)	2,500	69
Marketing	10,000	278
Mgmt Company - Fee	46,449	1,290 3% of Gross Rental Income
Mgmt Company - Payroll	50,000	1,389 1/2 time blue collar & white collar
RETX - base	70,000	1,944 Everleigh @\$2k/yr, 850 Fal Rd @\$1.2k/yr
RETX - CPA	-	- inc in base RETX
Accntg, Audit & Tax Return	3,500	97
Affordable Housing Compliance & Monitoring	5,000	139
Insurance (Prop Casualty & GL)	50,000	1,389
Total Operating Expenses (OpEx)	\$296,149	8,226
Less: Reserves	(\$10,800)	(\$300)
Total Capital Expenses (CapEx)	(\$10,800)	(\$300)
		<i>\$300 per unit</i>
NET OPERATING INCOME (NOI)	\$1,207,502	\$33,542

RETURN ON COST & VALUE CREATION

	9.1.24
Total Development Cost (TDC)	\$15,500,000
TDC per Unit	\$281,818
Return on Cost (NOI/Total Dev. Cost)	7.79%
Stablized Value (NOI/Exit Cap)	\$22,300,000
Value Created (Stablized Val - Total Dev Costs)	\$6,800,000
Variance	-

809 Sandwich Road, Falmouth
 As of 12.9.24

CAPITALIZATION	As of 12.9.24
Total Development Cost <i>[see Development Cost]</i>	15,500,000
Construction Loan	
Loan to Cost (LTC) Lending Ratio	75%
Loan Amount	\$11,625,000
Average Loan Balance (50%)	\$5,812,500
Interest Rate	6.00%
Annual Interest	\$348,750
Term (years)	2
Total Interest	\$697,500
Capital Structure	
Debt (75% of Dev Cost)	11,625,000
Equity (25% of Dev Cost)	3,875,000
	15,500,000
Total Equity Required	3,875,000
Less: Northland Deferred Const & Dev Fees	-
Less: N/A	-
Less: N/A	-
Net Req'd Equity	3,875,000
Northland Equity	3,875,000



Lottery Information and Application Smithfield Farm Falmouth, MA

Located at 809 Sandwich Road in Falmouth, MA, Smithfield Farm is a new construction rental community offering 13 two- and three-bedroom units, by lottery, to eligible applicants earning up to 80%, 100%, 110% or 120% AMI. Each unit includes all kitchen appliances and a washer and dryer. The 2 Bedroom units have 1.5 bathrooms in 1,200 gross square feet. The three-bedroom units have 2.5 bathrooms in 1,350 gross square feet. Each unit has a one car garage and parking for one car in front of the garage. One dog or one cat will be allowed with breed restrictions. Pet rent to be determined. Smoking is not allowed.

The current rents are: (rents subject to change prior to lottery)

8 - Two Bedroom @ 80% AMI:	\$1,885
1 - Three Bedroom @ 80% AMI:	\$2,059
1 - Two Bedroom @ 100% AMI:	\$2,436
1 - Three Bedroom @ 100% AMI:	\$2,670
1 - Three Bedroom @ 110% AMI:	\$2,975
1 - Three Bedroom @ 120% AMI:	\$3,281

Tenants are responsible for all utilities, except sewer which is included in the rent. All utilities are electric with an electric heat pump for heat. A utility allowance has been deducted from the rents. All affordable units will be distributed by lottery as outlined in the attached package. Please review the entire information packet in detail and complete the application and disclosure statement at the rear of the packet and submit all required financial information.

These rents are NOT income based or subsidized. Applicants are responsible for the full rent as stated above. Section 8 or other housing vouchers will be accepted, and it is up to you to talk with your voucher holder to determine if they will approve the project and accept the rents. Generally, the minimum income needed to lease a unit, without a Section 8 or other housing voucher, are:

8 - Two Bedroom @ 80% AMI:	\$56,550
1 - Three Bedroom @ 80% AMI:	\$61,770
1 - Two Bedroom @ 100% AMI:	\$73,080
1 - Three Bedroom @ 100% AMI:	\$80,100
1 - Three Bedroom @ 110% AMI:	\$89,250
1 - Three Bedroom @ 120% AMI:	\$98,430

Income and assets may be used in determining minimum income eligibility, if needed.





your resource for Affordable Housing



Lottery Information and Application Smithfield Farm Falmouth, MA

Located at 809 Sandwich Road in Falmouth, MA, Smithfield Farm is a new construction rental community offering 13 two- and three-bedroom units, by lottery, to eligible applicants earning up to 80%, 100%, 110% or 120% AMI. Each unit includes all kitchen appliances and a washer and dryer. The 2 Bedroom units have 1.5 bathrooms in 1,200 gross square feet. The three-bedroom units have 2.5 bathrooms in 1,350 gross square feet. Each unit has a one car garage and parking for one car in front of the garage. One dog or one cat will be allowed with breed restrictions. Pet rent to be determined. Smoking is not allowed.

The current rents are: (rents subject to change prior to lottery)

8 - Two Bedroom @ 80% AMI:	\$1,885
1 - Three Bedroom @ 80% AMI:	\$2,059
1 - Two Bedroom @ 100% AMI:	\$2,436
1 - Three Bedroom @ 100% AMI:	\$2,670
1 - Three Bedroom @ 110% AMI:	\$2,975
1 - Three Bedroom @ 120% AMI:	\$3,281

Tenants are responsible for all utilities, except sewer which is included in the rent. All utilities are electric with an electric heat pump for heat. A utility allowance has been deducted from the rents. All affordable units will be distributed by lottery as outlined in the attached package. Please review the entire information packet in detail and complete the application and disclosure statement at the rear of the packet and submit all required financial information.

These rents are NOT income based or subsidized. Applicants are responsible for the full rent as stated above. Section 8 or other housing vouchers will be accepted, and it is up to you to talk with your voucher holder to determine if they will approve the project and accept the rents. Generally, the minimum income needed to lease a unit, without a Section 8 or other housing voucher, are:

8 - Two Bedroom @ 80% AMI:	\$56,550
1 - Three Bedroom @ 80% AMI:	\$61,770
1 - Two Bedroom @ 100% AMI:	\$73,080
1 - Three Bedroom @ 100% AMI:	\$80,100
1 - Three Bedroom @ 110% AMI:	\$89,250
1 - Three Bedroom @ 120% AMI:	\$98,430

Income and assets may be used in determining minimum income eligibility, if needed.



Important dates regarding the lottery are as follows:

Public Information Meeting via Zoom

TBD

Application Deadline

TBD

Lottery via Zoom

TBD

Potential applicants will not be discriminated against based on race, color, religious creed, marital status, military status, disability, national origin, sex, age, ancestry, sexual preference, source of income, presence of children, or any other basis prohibited by local, state or federal law.

PLEASE NOTE: All applicants must include complete financial documentation with the application. An application will be considered incomplete and will not be included in the lottery if all financial documentation is not received on or before the application deadline.

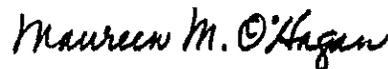
Applicants who submit an incomplete application will be notified after the application deadline and will NOT be included in the lottery. Applicants that submit an incomplete application will be notified via email, if available, or by letter. The email or letter will include the list of missing documentation. If you submit the missing documentation and your application is determined complete you would be added to the waiting list. If unfilled units remain after the lottery, the available units would then be offered to you based on the date you were added to the waiting list and household size.

The project amenities are a Dog park, mail/bus stop pavilion, tot lot, walking trails, and a fire pit.

For applicants unable to attend the live Zoom information session or otherwise want to review the information, the meeting will be recorded available for viewing up to the application deadline. Any portion of the meeting containing unauthorized sensitive personal information will not be released for viewing. The meeting audio will be posted at mcohousingservices.com

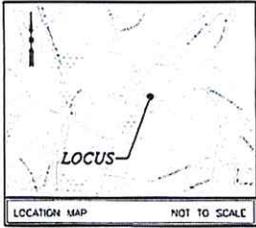
Thank you for your interest in affordable rental housing at Smithfield Farm. If you have questions and cannot attend the Public Information Meeting, please contact MCO Housing Services at 978-456-8388 or email us at lotteryinfo@mcohousingservices.com.

Sincerely,



Maureen M. O'Hagan
MCO Housing Services, LLC





LIP App - Exhibit 9

BEFORE/OWNER
 PARCEL ID 21 01 012 000
 1809 SANDWICH ROAD, FALMOUTH
 MARGARET A. PAIS AND CHARLES S. PAIS, JR.
 290 WINDMILL ROAD
 WINDMILL, MA 02540
 EXIST ROOM: ROOM 1463
 LOT 2 PLAN BOOK 225 PAGE 41

- NOTES**
1. PLAN ALTERATIONS:
 1.1. PLAN BOOK 320, PAGE 41
 1.2. PLAN BOOK 444, PAGE 67
 1.3. PLAN BOOK 390, PAGE 31
 1.4. PLAN BOOK 846, PAGE 29
 1.5. PLAN BOOK 332, PAGE 9
 2. TOPOGRAPHIC AND FINAL INFORMATION SYSTEM VERSION 6.0 BUILT UPON AN ON THE GROUND SURVEY PROVIDED BY MERRILL ENGINEERING AND LAND SURVEYING BEARING DATE OF 2024
 3. ALL ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988
 4. SUBJECT SITE IS IN THE AGRICULTURAL B - "AG" DISTRICT, THE GREAT POND COASTAL POND OVERLAY DISTRICT AND THE SANDWICH COASTAL POND OVERLAY DISTRICT AS SHOWN ON THE TOWN OF FALMOUTH ZONING MAP
 5. SUBJECT SITE IS PARTIALLY WITHIN THE INVENTORIED AREA OF THE MASSACHUSETTS HISTORICAL COMMISSION
 6. EXISTING UTILITIES, WHERE SHOWN, HAVE BEEN CORRECTED BASED ON OFFICIAL AERIAL PHOTO EVIDENCE AND ANALYSIS. NEEDS PLANS AND ARE TO BE CONSIDERED APPROXIMATE. MERRILL ENGINEERING AND LAND SURVEYING DOES NOT GUARANTEE THE LOCATION OF THE UNDERGROUND UTILITIES. SHOWN OF THAT ALL EXISTING UTILITIES AND/OR SUBSURFACE STRUCTURES ARE SHOWN
 7. EXISTING SEWER SYSTEM COMPONENTS SHOWN HEREON THAT HAVE BEEN REEVALUATED IN ACCORDANCE WITH THE TOWN OF FALMOUTH BOARD OF HEALTH

GENERAL NOTE:
 BY SHOWING PLACING ONLY, THIS PROPERTY IS LOCATED IN ZONE R OF THE FLOOD HAZARD RATE MAP AS SHOWN ON CONCEPT MAP No. 2008020272, WHICH BEARS AN EFFECTIVE DATE OF JULY 16, 2014, AND IS NOT IN A SPECIAL FLOOD HAZARD AREA

- ENVIRONMENTAL NOTES**
1. SITE IS NOT WITHIN AN ACEC (AREA OF CRITICAL ENVIRONMENTAL CONCERN)
 2. SITE IS NOT WITHIN AN AREA OF ESTIMATED IMPORTANCE OF HABITAT (EIA) FOR ANY OF THE LISTED HABITATS OF GREAT IMPORTANCE FOR USE WITH THE MA WETLANDS PROTECTION ACT REGULATIONS (310 CMR 10.07)
 3. SITE DOES NOT CONTAIN A DEFINED WETLAND, POOL, POND, OR OTHER WATER "TOPTERIAL WETLAND, POOL, POND"
 4. SITE IS NOT WITHIN A PROHIBITORY HABITAT FOR SECTOR MAP "PROHIBITORY HABITATS OF GREAT IMPORTANCE" FOR USE WITH THE MASSACHUSETTS ENVIRONMENTAL SERVICES ACT, REGULATIONS (311 CMR 05.00)
 5. SITE IS NOT LOCATED WITHIN A STATE ANNOUNCED ZONE 4 GROUND WATER PROTECTION AREA

COPYRIGHT © 2024 MERRILL ENGINEERING AND LAND SURVEYING. ALL RIGHTS RESERVED. THIS DOCUMENT IS THE PROPERTY OF MERRILL ENGINEERING AND LAND SURVEYING. NO PART OF THIS DOCUMENT IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF MERRILL ENGINEERING AND LAND SURVEYING. THIS DOCUMENT IS NOT TO BE USED FOR ANY OTHER PROJECT OR PURPOSE. THE USER OF THIS DOCUMENT ASSUMES ALL LIABILITY FOR ANY AND ALL DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM THE USE OF THIS DOCUMENT. THE USER OF THIS DOCUMENT ASSUMES ALL LIABILITY FOR ANY AND ALL DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM THE USE OF THIS DOCUMENT.



Affordable Unit Location Plan

- 2 Bedroom Affordable Unit
- 3 Bedroom Affordable Unit

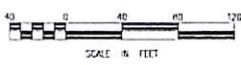
PARKING CALCULATION & SETBACKS
 MINIMUM SIZE REQUIRED: 2 SPACES PER UNIT WITH 2 ON UNIT BEDROOMS, 1.5 SPACES PER UNIT HAVING MORE THAN 2 BEDROOMS

PLANNING REQUIREMENTS
 36 UNITS x 2.0 SPACES = 72 SPACES
 TOTAL PARKING SPACES REQUIRED: 72 SPACES (FALMOUTH ZONING ORDINANCE)
 SURFACE PARKING SPACES PROVIDED: 56 SPACES
 GARAGE PARKING SPACES PROVIDED: 26 SPACES
 GUEST PARKING SPACES: 27 SPACES
 TOTAL SPACES PROVIDED: 84 SPACES (TO INCLUDE 2 HOV SPACES)

TITLE 5 CALCULATIONS
 RESIDENTIAL:
 2 BEDROOM UNITS x 18 = 36 BEDROOMS
 3 BEDROOM UNITS x 10 = 30 BEDROOMS
 TOTAL BEDROOMS = 66 BEDROOMS
 90 BEDROOMS + 110 GUEST BEDROOMS = 200 BEDS
 PROPOSED TITLE 5 FLOOR FOR SITE = 9,000 SQFT

ZONING REQUIREMENTS			
	REQUIRED	EXISTING	PROPOSED
LOT AREA	45,000 SQ FT	202,247 SQ FT	202,247 SQ FT
LOT COVERED BY STRUCTURE	20%	33% (35,417 SQ FT)	33% (35,417 SQ FT)
LOT COVERED BY STRUCTURE INCLUDING PARKING	40%	16.1% (18,161 SQ FT)	44.0% (52,276 SQ FT)
MINIMUM YARDS			
FRONT YARD	35 FT	142.6 FT (SHADE)	231 FEET
SIDE YARD	10 FT	22.1 FT (SHADE)	15.0 FEET
REAR YARD	10 FT	22.1 FT (SHADE)	15.0 FEET

ZONING NOTE:
 THIS IS THE TOWN OF FALMOUTH ZONING MAP AS MINIMUM YARDS MAY VARY DEPENDING ON ZONE AND LAYOUT ON THE PROPOSED LOT



merrillinc.com

DESIGNED BY:	DATE:
DRAWN BY:	DATE:
CHECKED BY:	DATE:
SCALE:	DATE:
TITLE:	DATE:

DATE: 10/28/2024
 SCALE: 1" = 40'

DRAFT

CONCEPT PLAN
 NOT FOR CONSTRUCTION

Merrill
 Engineering and Land Surveying
 477 Columbus Street
 Falmouth, MA 02540
 508-828-9200
 362 Court Street
 Falmouth, MA 02540
 508-848-0600
 Maine Division
 26 Union Street
 Falmouth, MA 02540
 508-746-6000
 448 N. Falmouth Hwy, Unit A
 North Falmouth, MA 02556
 508-743-2143

PROJECT: 21-01-012
RESIDENTIAL DEVELOPMENT
 1809 SANDWICH ROAD
 PARCEL ID 21 01 012 000
 FALMOUTH, MASSACHUSETTS

CLIENT:
 NORTHEAST HOLY FAMILY COMM
 110 JACK LAMLEY
 80 BRIMLEY STREET, SUITE 2
 CONCORD, MA 01742

DRAWING DATE:
 10/28/2024
 SHEET: 1 OF 1
CONCEPTUAL SITE PLAN
 SHEET 1 of 1
 © Merrill Engineering



This is an important document. Please contact [AGENCY NAME] at [PHONE #] for free language assistance.

Este documento es muy importante. Favor de comunicarse con el MCO Housing en 978-456-8388 para ayuda gratis con el idioma. (Spanish)

Este é um documento importante. Entre em contato com o MCO Housing Serv no número 978-456-8388 para obter assistência gratuita com o idioma. (Portuguese)

Dokiman sila a enpòtan. Tanpri kontakte MCO Housing la nan 978-456-8388 pou asistans gratis nan lang. (Haitian Creole)

此文件為重要文件。如果您需要免費的語言翻譯幫助，請聯絡 MCO Housing 聯絡方式：978-456-8388。(Chinese, Traditional)

此文件為重要文件。如果您需要免費的語言翻譯幫助，請聯絡 MCO Housing 聯絡方式：978-456-8388。(Chinese, Simplified)

Это весьма важный документ. Свяжитесь с сотрудником MCO Housing на предмет оказания бесплатной помощи по переводу на иностранный язык (978-456-8388). (Russian)
(Phone #)

នេះគឺជាឯកសារសំខាន់។ សូមទំនាក់ទំនង MCO Housing តាមរយៈ 978-456-8388 ដើម្បីទទួលបានជំនួយផ្នែកភាសាដោយឥតគិតថ្លៃ។ [Mon-Khmer, Cambodian]

Đây là một tài liệu quan trọng. Vui lòng liên hệ MCO Housing tại 978-456-8388 để được hỗ trợ ngôn ngữ miễn phí. (Vietnamese)

Kani waa dukumentiyi muhiim ah. Fadlan MCO Housing kala soo xiriir 978-456-8388 si aad u hesho gargaar xagga luqadda oo bilaash ah. (Somali)

هذه وثيقة مهمة. يرجى الاتصال بـ MCO Housing بـ 978-456-8388 للمساعدة اللغوية المجانية.
[Phone #] [Agency Name] (Arabic)

Ce document est très important. Veuillez contacter le MCO Housing au 978-456-8388 afin d'obtenir une assistance linguistique gratuite. (French)

Il presente è un documento importante. Si prega di contattare il MCO Housing al 978-456-8388 per avere assistenza gratuita per la traduzione. (Italian)



Smithfield Farm

AFFORDABLE HOMES through the LAU Program Question & Answer

What are the qualifications required for Prospective Tenants?

- Qualify based on the following maximum income table, which is adjusted for household size:

Household Size	1	2	3	4	5	6
80% AMI Gross Allowable Income	\$68,500	\$78,250	\$88,050	\$97,800	\$105,650	\$113,450
100% AMI Gross Allowable Income	\$85,625	\$97,812	\$110,100	\$122,250	\$132,062	\$141,812
110% AMI Gross Allowable Income	n/a	n/a	\$121,110	\$134,475	\$145,268	\$155,993
120% AMI Gross Allowable Income	n/a	n/a	\$132,120	\$146,700	\$158,475	\$170,175

Income limits subject to change based on HUD updates.

LOTTERY APPLICANT QUALIFICATIONS:

1. Household income cannot exceed the above maximum gross allowable income limits. Income for adults 18 or older is required.
2. When assets total \$5,000 or less, the actual interest/dividend income earned is included in the annual income OR when assets exceed \$5,000, annual income includes the greater of actual income from assets or a .06% imputed income calculation. Assets divested at less than full market value within two years of application will be counted at full market value when determining eligibility.
3. In addition to income and asset eligibility you will also be subject to a screening by the project and determined eligible based on that basis.
4. Applicants may not own a home and lease an affordable unit, including homes in a trust.
5. Persons with disabilities will be given first preference for such units regardless of what pool they are in based on the requested bedroom size. Where a person with a disability is awaiting an accessible unit and a unit with adaptive features becomes available, the owner/management agent must offer to adapt the unit.

Are there units available for Local Preferences?

Yes, 9 of the 13 units will be for Local Preference. See page 6 for Local Preference unit breakdown. Local Preference applies for the initial lottery only. The Local Preference criteria are on page 9.

Are there Group 2 units?

All units are adaptable. There are two Group 2 wheelchair accessible units. All units are Group 1. The units can be adapted to satisfy a reasonable accommodation request. Persons with disabilities are entitled to request a reasonable accommodation in rules, policies, practices, or services, or to request a reasonable modification in the housing, when such accommodations or modifications may be necessary to afford persons with disabilities an equal opportunity to use and enjoy the housing. Such reasonable accommodation is not limited to Group 2 units. The request for reasonable accommodation must be made at the time of initial lottery application with the required documentation, i.e. letter from doctor.

Are there preferences for Household Size?

Household Size Preferences are based on the following:

1. There is at least one occupant per bedroom.
2. A husband and wife, or those in a similar living arrangement, shall be required to share a bedroom. Other household members may share but shall not be required to share a bedroom.



3. A person described in the first sentence of (2) shall not be required to share a bedroom if a consequence of sharing would be a severe adverse impact on his or her mental or physical health and the lottery agent receives reliable medical documentation as to such impact of sharing.

4. A household may count an unborn child as a household member. The household must submit proof of pregnancy with the application.

Are there considerations for minorities?

If the percentage of minority applicants in the Local Preference Pool is less than the percentage of minorities in the Surrounding HUD-defined area, currently 15%, a preliminary lottery will be held comprised of all the minority applicants who do not qualify for the Local Preference Pool. Minority applicants not otherwise qualifying for the Local Preference Pool would be drawn at random from the Open Pool until the percentage of minorities in the Local Pool is no longer below the percentage of minorities in the surrounding HUD-defined area. Applicants not selected for the Local Preference Pool would be in the Open Pool only.

What happens if my household income exceeds the income limit after occupying the units?

Annually you will be recertified for eligibility. Once your household income exceeds 140% of the maximum allowable income adjusted for household size, then after the end of your current lease you will need to move out.

Lottery Process

Due to the nature of the affordable units' availability, it is important for everyone to understand the procedure. Please understand the allowable income guidelines are adjusted based upon your household size. Also be advised that the program and its requirements are subject to changes in state or federal regulations.

Lottery Pools

Thirteen (13) affordable units are available by lottery at Smithfield Farm. The units will be available through the Local Preference and Open Pool. The unit's breakdown, as follows:

	Total # of Units	Local Pool	Open Pool
Two Bedroom @ 80% AMI:	8	5	3
Three Bedroom @ 80% AMI:	1	1	0
Two Bedroom @100% AMI:	1	0	1
Three Bedroom @100% AMI	1	1	0
Three Bedroom @ 110% AMI:	1	1	0
Three Bedroom @ 120% AMI:	1	1	0

All applicants that were determined eligible to participate in the lottery will receive a lottery code, which will be announced during the lottery. Local Pool applicants will have two opportunities for a unit as they will be included in both the Local Preference and Open Pool.

All the applicants for a given pool will be pulled at the time of the lottery. This will establish the rankings for the distribution of units. This means if you are a three-person household and meet the Local Preference Criteria, Household Size Preference and AMI (see Page 4/5) for a two-bedroom 80% unit, based on lottery ranking, you will be offered a two-bedroom unit. If you are a four-person household and meet the Local Preference Criteria, Household Size Preference and AMI for a three-bedroom unit, based on lottery ranking, you will be offered a three-bedroom unit. This process will be identical for both the Local Preference Pool and Open Pool for the 80%, 100%, 110% and 120% AMI and will be used until all units are leased or until the lottery list is exhausted. Applicants in the Local Preference Pool will select units first then the Open Pool applicants.

Please note: Household size preference will override local preference. This means if we exhaust the applicants in the local pool that require two-bedroom units we will move to the open pool for households requiring two bedrooms. Household size shall not exceed, nor may the maximum allowable household size be more restrictive than, State



Sanitary Code requirements for occupancy of a unit (See 105 CMR 400). Applicants will not be approved for units larger than their household size allows.

Once the initial applicants, based lottery rankings, have been determined your information will be forwarded to the Leasing Office for credit and background checks to the extent permitted by EOHLC guidance in effect at the time of your application. If the Leasing Office determines you are eligible then you will be offered a unit. There will be established policies regarding security deposits prior to the lottery.

You need to be determined eligible by MCO Housing Services, LLC, the Leasing Office, and if you have a Section 8 or other housing voucher, your Public Housing Authority (PHA). If the PHA determines you or the project does not meet the eligibility criteria, then you will not be able to lease a unit.

If there are lottery applicants remaining once the affordable units are leased then, based on the order in which such applicants were drawn from the Open Pool and subject to any applicable preferences for accessible units and household size, MCO Housing Services will establish a waiting list for future vacancies.

Time Frames

If you are selected and can lease a unit you will speak or meet with a representative to review your application to verify all information. Please be advised that the official income verification will be done at the time you have an opportunity to lease. Also understand you need to be income and asset eligible but will also, at minimum, be subject to a credit screening, landlord screening, employment verification, criminal background and CORI checks by the project and determined eligible or ineligible on that basis to the extent consistent with EOHLC guidance in effect at the time of such determination.

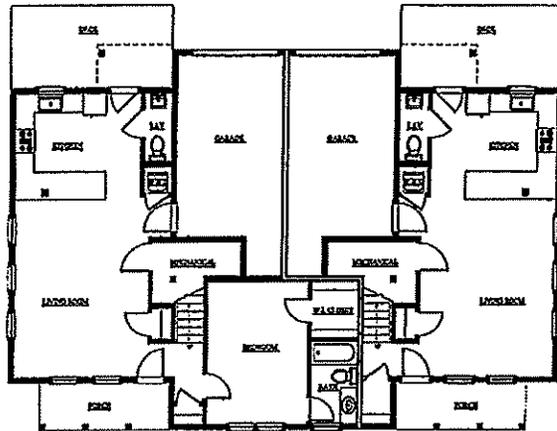
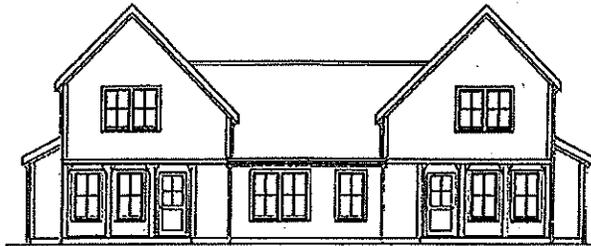
Acceptance of Units

The initial lottery “winners” may have a choice of the appropriately sized available affordable units. Post lottery each applicant will need to meet with the Leasing Office and complete their screening by the deadline provided. If you miss the deadline, we will move to the next applicant waiting for a unit and you may lose the opportunity to lease.

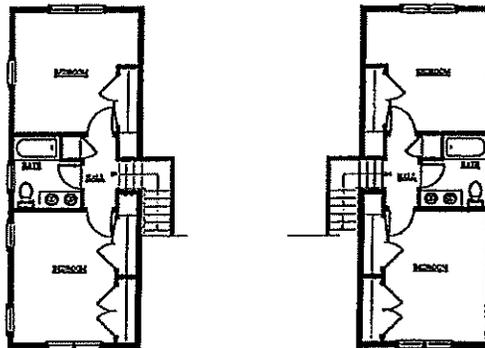
Unit Availability and Distribution

Unit #	Bedroom Size	# of Baths	Sq. Ft.	AMI
1	2	1.5	1200	80%
7	2	1.5	1200	80%
10	2	1.5	1200	80%
11	2	1.5	1200	80%
15	2	1.5	1200	80%
23	2	1.5	1200	80%
26	2	1.5	1200	80%
31	2	1.5	1200	80%
33	2	1.5	1200	100%
2	3	2.5	1350	80%
8	3	2.5	1250	100%
14	3	2.5	1350	120%
30	3	2.5	1350	110%





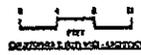
FIRST FLOOR PLAN



SECOND FLOOR PLAN

3 BEDROOM UNIT

2 BEDROOM UNIT



Smithfield Farm

LOTTERY APPLICATION – Rental Units

APPLICATION DEADLINE: TBD

For Office Use Only:

Date Appl. Rcvd: _____

Household Size: _____

Local: Y / N

Lottery Code: _____

PERSONAL INFORMATION:

Date: _____

Name: _____

Address: _____ Town: _____ Zip: _____

Home Telephone: _____ Work Telephone: _____ Cell: _____

Email: _____

Do you currently own or ever owned a home? Y / N. If so, when did or will you sell it? _____

LOCAL PREFERENCE: (Check all that apply) Proof of Local Preference will be required if you have the opportunity to lease.

- Current Falmouth Resident
- Currently employed by the Town of Falmouth or the Falmouth School Department
- Employees of local Falmouth businesses or with an offer of bonafide employment from a company located in the Town of Falmouth
- Household with children attending the Falmouth School System, such as METCO students

Do you have a Section 8 or other housing voucher (the units are **NOT** subsidized, or income based): ____ Yes ____ No

Income Limit: ____ 80% ____ 100% ____ 110% ____ 120%

Final Income limit will be determined by MCO based on financial documentation provided.

Bedroom Size: ____ Two Bedroom ____ Three Bedroom

Do you require a Group 2 wheelchair accessible unit? ____ Yes ____ No

Do you require any adaptations or special accommodation? ____ Yes ____ No

If Yes, please explain: _____

The total household size is _____

Household Composition - complete for everyone that will be living in the unit.

Name _____ Relationship _____ Age _____



Name _____ Relationship _____ Age _____

FINANCIAL WORKSHEET: (Include all Household Income, which includes gross wages, retirement income (if drawing on it for income), business income, veterans' benefits, alimony/child support, unemployment compensation, social security, pension/disability income, supplemental second income and dividend income.)

Applicants Annual Base Income (Gross) _____
 Other Income, specify _____
 Co-Applicants Annual Base Income (Gross) _____
 Other Income, specify _____

TOTAL ANNUAL INCOME: _____

Household Assets: (This is a partial list of required assets. Complete all that apply with current account balances)

Checking _____
 Savings _____
 Debit Card _____
 Stocks, Bonds, Treasury Bills, CD or
 Money Market Accounts and Mutual Funds _____
 Individual Retirement, 401K and Keogh accounts _____
 Retirement or Pension Funds (amt you can w/d w/o penalty) _____
 Revocable trusts _____
 Equity in rental property or other capital investments _____
 Cash value of whole life or universal life insurance policies _____

TOTAL ASSETS _____

EMPLOYMENT STATUS: (include for all working household members. Attach separate sheets, if necessary.)

Employer: _____
 Street Address: _____
 City/State/Zip: _____
 Date of Hire (Approximate): _____
 Annual Wage - Base: _____
 Additional: _____ (Bonus, Commission, Overtime, etc.)

ABOUT YOUR HOUSEHOLD: (OPTIONAL)

You are requested to fill out the following section to assist us in fulfilling affirmative action requirements. Please be advised that you should fill this out based upon family members that will be living in the apartment/unit. Please check the appropriate categories:

	Applicant	Co-Applicant	(#) of Dependents
Black or African American	_____	_____	_____
Hispanic or Latino	_____	_____	_____
Asian	_____	_____	_____
Native American or Alaskan Native	_____	_____	_____
Native Hawaiian or Pacific Islander	_____	_____	_____
Not White	_____	_____	_____



SIGNATURES:

The undersigned warrants and represents that all statements herein are true. It is understood that the sole use of this application is to establish the preliminary requirements for placement into a lottery to have an opportunity to lease an affordable unit at Smithfield Farm. I (we) understand if selected all information provided shall be verified for accuracy at the time of lease.

Signature _____
Applicant(s)

Date: _____

Signature _____
Co-Applicant(s)

Date: _____

Refer to page 20 for submission information



Smithfield Farm

Affidavit & Disclosure Form

I/We understand and agree to the following conditions and guidelines regarding the distribution of the affordable units at Smithfield Farm – Falmouth, MA through the Executive Office of Housing and Livable Communities (EOHLC):

1. The gross annual household income for my family does not exceed the allowable limits as follows:

Household Size	1	2	3	4	5	6
80% AMI Gross Allowable Income	\$68,500	\$78,250	\$88,050	\$97,800	\$105,650	\$113,450
100% AMI Gross Allowable Income	\$85,625	\$97,812	\$110,100	\$122,250	\$132,062	\$141,812
110% AMI Gross Allowable Income	n/a	n/a	\$121,110	\$134,475	\$145,268	\$155,993
120% AMI Gross Allowable Income	n/a	n/a	\$132,120	\$146,700	\$158,475	\$170,175

Income from all family members, over the age of 18, must be included.

- I/We understand the calculation of income will include the higher of actual income from assets (if over \$5,000) or an imputation of .06% of the value of total household assets which is added to a household's income in determining eligibility.
- The household size listed on the application form includes only all the people that will be living in the residence.
- I/We certify all data supplied on the application is true and accurate to the best of my/our knowledge and belief under full penalty of perjury. I/We understand that providing false information will result in disqualification from further consideration.
- I/We understand that being selected in the lottery does not guarantee that I/we will be able to lease a unit. I/We understand that all application data will be verified, and additional financial information may be required, verified, and reviewed in detail prior to leasing a unit. I/We also understand that the Project's Owner will also perform its own screening to determine our eligibility to lease.
- I/We understand that if selected I/we may be offered a specific unit. I/We will have the option to accept the available unit, or to reject the available unit. If I/we reject the available unit I/we will move to the bottom of the waiting list and will not have another opportunity to lease an affordable unit at Smithfield Farm.
- Program requirements are established and enforced by the Project's Monitoring Agent, EOHLC. I/We agree to be bound by whatever program changes may be imposed at any time throughout the process. If any program conflicts arise, I/we agree that any determination made by the EOHLC is final.
- Affordable units may not be leased to individuals who have a financial interest* in the development or to a Related Party**, or to their families. I/we certify that no member of our household has a financial interest in this Project, is a Related Party, or is a family member of someone who has a financial interest or is a Related Party.

*"Financial interest" means anything that has a monetary value, the amount of which is or will be determined by the outcome of the Project, including but not limited to ownership and equity interests in the Developer or in the subject real estate, and contingent or percentage fee arrangements; but shall not include third party vendors and contractors.



****Related Party means:**

1. any person that, directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with the Developer, as well as any spouse of such person or "significant other" cohabiting with such person, and any parent, grandparent, sibling, child or grandchild (natural, step, half or in-law) of such person;
2. any person that is an officer of, member in, or trustee of, or serves in a similar capacity with respect to the Developer or of which the Developer is an officer, member, or trustee, or with respect to which the Developer serves in a similar capacity, as well as any spouse of such person or "significant other" cohabiting with such person, and any parent, grandparent, sibling, child or grandchild (natural, step, half or in-law) of such person;
3. any person that, directly or indirectly, is the beneficial owner of, or controls, 10% or more of any class of equity securities of, or otherwise has a substantial beneficial interest (10% or more) in, the Developer, or of which the Developer is directly or indirectly the owner of 10% or more of any class of equity securities, or in which the Developer has a substantial beneficial interest (10% or more) , as well as any spouse of such person or "significant other" cohabiting with such person, and any parent, grandparent, sibling, child or grandchild (natural, step, half or in-law) of such person;
4. any employee of the Developer; and
5. any spouse, parent, grandparent, sibling, child or grandchild (natural, step, half or in-law) of an employee of the Developer or "significant other" cohabiting with an employee of the Developer.

9. I/We understand there may be differences between the market and affordable units and accept those differences.

10. I/We understand if my/our total income exceeds 140% of the maximum allowable income at the time of annual eligibility determination, after the end of my then current lease term I will no longer be eligible for the affordable rent.

I/We have completed an application and have reviewed and understand the process that will be utilized to distribute the available units at Smithfield Farm. I/We am qualified based upon the program guidelines and agree to comply with applicable regulations.

Applicant

Co-Applicant

Date

Refer to page 20 for submission information



APPLICATION TIPS

READ THE FOLLOWING CAREFULLY

1. More than 60% of applications submitted to MCO Housing Services for lotteries are incomplete and not included in lotteries. Please take the time to read the application and submit all required documentation. It is your responsibility to provide the correct documentation. It does not matter if you were the first application or the last application received, we will NOT review applications until AFTER the posted deadline.
2. Read the NOTES on the Required Personal Identification and Income Verification Documents. Failure to do so could mean the difference between a complete and incomplete application as well as eligibility for a unit.
3. All financial documentation, income, assets and tax returns, are required from all household adults aged 18 or older. No exceptions.
4. All Asset statements must include your name, account number and Institution name. Do not take photos or copy a statement from your phone. If you provide any asset statements without the above information your application is an automatic incomplete.
5. DO NOT ASSUME you do not need to provide a certain document. When in question call or email BEFORE you submit your application.
6. We will not use the amount listed on your paystubs or W2's regarding your retirement account i.e. 401K, 403B, IRA, Roth IRA etc. Your paycheck and W2's tell us you have a retirement account only. You must provide the last statement from whoever is managing the account for MCO to determine the account's value.
7. Do NOT forget to include statements from Robinhood or any other online investment accounts. They are considered part of your assets. If you have an open account, you must provide a statement whether there are any funds in the account or not.
8. If you are unable to provide specific information, then submit a note with your application explaining the circumstances. This will not guarantee your application will be included in the lottery, but depending on the circumstances, we may be able to work with you.
9. Do not take photos with your cellphone of any documentation and email it to us. The photos are not legible, and we will not accept them.
10. You can fax your information, but it is not recommended. If all pages are not received your application would be considered incomplete.

I/We have read the above information.

Signature

Date

Signature

Date



**Required Personal Identification and Income Verification Documents
TO BE RETURNED WITH APPLICATION**

Provide one copy of all applicable information. Complete financial documentation is required and must be sent with your application to participate in the lottery. Incomplete applications will not be included in the lottery and the applicant will be notified after the application deadline.

Initial each item that are applicable AND provide the document. Write N/A if not applicable and return this sheet with your application.

1. _____ Identification for each household member, i.e. Social Security Card, Birth Certificate etc.
2. _____ If you have a Section 8 Voucher or other Housing Voucher, you MUST provide a valid copy with your application.
3. _____ If you require Special Accommodation you must request as part of your application and if documentation is required, i.e. doctors letter, it MUST be included with the application.
4. _____ The most recent last five (5) consecutive pay stubs for all jobs (check/direct deposit stubs). For unemployment, DOR verification stating benefits received and payment history. Same for disability compensation, worker's compensation and/or severance pay.
 - **NOTE:** If you have obtained a new job within the last 12 months you must provide a copy of the Employment Offer Letter.
 - **NOTE:** If you are no longer working for an employer you worked for in the last 12 months, you must provide a letter from the employer with your separation date.
 - **NOTE:** You need to provide 5 pay stubs whether you are paid weekly, semi-weekly, bi-weekly or monthly.
5. _____ Benefit letter providing full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts.
6. _____ Child support and alimony: court document indicating the payment amount, DOR statement. If you do not receive child support provide a letter stating, that you are not receiving child support or see attached form.
7. _____ If you are self-employed you MUST provide a detailed expense and income statement for the last 12 months and three months of business checking and savings accounts along with last three Federal Income Tax Returns.
8. _____ Federal Tax Returns –2024 (NO STATE TAX RETURNS)
 - **NOTE:** Provide all pages that are submitted to the IRS. For example, if a Schedule C is submitted to the IRS and not part of your application, your application will be considered incomplete.



- **NOTE:** If you filed but do not have copies of your Federal Income Tax returns, you can obtain a copy of your Tax Transcript using form 4506-T that you can obtain at irs.gov or create an account at irs.gov and print out the Tax Transcript.
- **NOTE:** If you have not filed tax returns you must provide a letter from the IRS Verifying Non-filing of your tax return(s). Request Verification of Non-filing letter by using form 4506-T that you can obtain at irs.gov or create an account at irs.gov and print out the Verification of Non-filing letter.

9. _____ W2 and/or 1099-R Forms: 2024

- **NOTE:** If you do not have copies of W2's and/or 1099's, you can obtain a copy of your Wage Transcript using form 4506-T that you can obtain at irs.gov or create an account at irs.gov and print out the Wage Transcript.

10. _____ Interest, dividends and other net income of any kind from real or personal property.

11. Asset Statement(s): provide current statements of all that apply, unless otherwise noted:

GENERAL NOTE: ALL ASSETS STATEMENTS MUST INCLUDED YOUR NAME, ACCOUNT NUMBER AND INSTITUTION NAME FOR ALL CHECKING, SAVINGS, INVESTMENT ACCOUNTS AND RETIREMENT ACCOUNTS. ANY ACCOUNTS PROVIDED WITHOUT THIS INFORMATION IS AN AUTOMATIC INCOMPLETE APPLICATION.

- _____ Checking accounts – Last three (3) months of statements – EVERY PAGE – FRONT AND BACK.

NOTE: Direct deposits from Payroll, SS, tax refund, transfers between your accounts, DOR, DTA etc. we can identify. If you have cash deposits, payroll or non payroll or other income deposits you MUST identify where the funds have come from. For example only, **VENMO, EBAY, POSHMARK, PAYPAL, CASH APP, ATM and MOBILE deposits, ZELLE and other transfers between any accounts but your accounts, etc.** There is no way we can list all sources. If you fail to explain they will be counted as income, which may put you over the income limit.

NOTE: Do NOT provide a running transaction list of activity. You must provide the individual statements.

- _____ Pre-paid debit card statements – current month.

NOTE: This is **NOT** your ATM/Debit card. This is usually a separate debit card statement showing income deposited directing onto the debit card, i.e. Social Security or other regular income.

NOTE: If Social Security payments are deposited on a Direct Express card it is your responsibility to provide proof. You can print a statement from the Direct Express website at <https://www.usdirectexpress.com/>.

- _____ Saving accounts – last three (3) months of full statements.

NOTES: Direct deposits from Payroll, SS, tax refund, transfers between your accounts, DOR, DTA etc. we can identify. If you have cash deposits, payroll or non-payroll or other income deposits you



Smithfield Farm
Falmouth, MA

Release of Information Authorization Form

Date: _____

I/We hereby authorize MCO Housing Services, LLC, Smithfield Farm Leasing Office, or any of its assignees to verify any and all income, assets and other financial information, to verify any and all household, resident location and workplace information and directs any employer, landlord or financial institution to release any information to MCO Housing Services, LLC, Smithfield Farm Leasing Office, or any of its assignees and consequently the Project Administrator, for the purpose of determining income eligibility for Smithfield Farm in Falmouth, MA.

A photocopy of this authorization with my signature may be deemed to be used as a duplicate original.

Applicant Name (Please Print)

Applicant Name (Please Print)

Applicant Signature

Applicant Signature

Mailing Address

See page 20 for submission information



Return the following to MCO Housing Services, LLC:

1. Completed, signed and dated application.
2. Signed and dated Affidavit and Disclosure Form.
3. Completed, signed and dated Required Personal Identification and Income Verification Documents Form.
4. All required financial documentation.
5. Complete, signed and dated *Release of Information Authorization Form*.
6. Special Accommodation Income, if needed.
7. Proof of Local Preference, if applicable.

RETURN ALL via email, fax or by mail postmarked on or before the _____
application deadline to:

MCO Housing Services, LLC
P.O. Box 372
Harvard, MA 01451
Overnight mailing address: 206 Ayer Road, Harvard, MA 01451
Phone: 978-456-8388
FAX: 978-456-8986
Email: lotteryinfo@mcohousingservices.com
TTY: 711, when asked 978-456-8388

All mailed applications must be postmarked on or before the _____
application deadline and must be in MCO's office on or before _____ to
be reviewed for eligibility and potentially be included in the lottery. You may
want to send the application by certified mail, that way you will be able to track
the process. Any mailed applications received after _____ will be added
to the waiting list.





your resource for Affordable Housing



**Smithfield Farm
809 Sandwich Road
Falmouth, MA**

PHOTO

DUPLEX RENTS:

- 8—Two Bedroom Apartment @ 80% AMI—\$1,885
 - 1—Three Bedroom Apartment @ 80% AMI—\$2,059
 - 1—Two Bedroom Apartment @ 100% AMI—\$2,436
 - 1—Three Bedroom Apartment @ 100% AMI—\$2,670
 - 1—Three Bedroom Apartment @ 110% AMI—\$2,975
 - 1—Three Bedroom Apartment @ 120% AMI—\$3,281
- Two Group 2 units—Bedroom Size TBD
- All units have a one car garage
- Tenant is Responsible for all Utilities, except sewer
- Fully Appliance Kitchens

NEW CONSTRUCTION. ALL UNITS ARE DUPLEXES.

For program information:
Contact: MCO Housing Services
Call: 978-456-8388
FAX: 978-456-8986

Application Pick up: Falmouth Town Hall &
Public Library, Leasing Office
Email: lotteryinfo@mcohousingservices.com
TTY: 711, when asked 978-456-8388

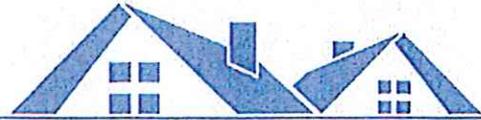
Visit our Website:
MCOHousingServices.com

Sign up for future offerings and
available listings.





your resource for Affordable Housing



Unit Information

of BR: 2 or 3
Baths: 1.5 or 2.5 depending on BR size
Parking: One Car Garage
Size of Home: 1200-1350 sq. ft. depending on BR Size
Appliances: Fully furnished kitchen,

Rental Units Distributed by Lottery

Language/translation assistance available, at no charge, upon request.

Call us for lottery details or application.

Eligibility Criteria

1. Gross Household Income Limits at 80% AMI:

	80%	100%	110%	120%
1 :	\$68,500	\$85,625	N/A	N/A
2 :	\$78,250	\$97,812	N/A	N/A
3 :	\$88,050	\$110,100	\$121,110	\$132,120
4 :	\$97,800	\$122,250	\$134,475	\$146,700
5 :	\$105,650	\$132,062	\$145,268	\$158,475
6 :	\$113,450	\$141,812	\$155,993	\$170,175

2. Actual interest/dividends or .06% of assets totaling more than \$5000, whichever is greater, is added to income for final income determination. Actual interest/dividends earned for assets up to \$5000 will be added to income to determine final income

Public Information Meeting via Zoom

TBD

Application Deadline

TBD

Lottery via Zoom

TBD

New Construction. Great Town Location

For program information:
Maureen O'Hagan
(978) 456-8388
lotteryinfo@mcohousingervices.com

Visit our Website:
MCOHousingServices.com
Sign up for future offerings
and available listings.





your resource for Affordable Housing



MAXIMUM PROPERTY RENTS

YEAR: 2024 Income Limits

PROPERTY: Smithfield Farm, Falmouth

FMR AREA: Barnstable

FINANCING PROGRAM: EOHLIC

Utility Allowance: Falmouth Housing Authority Effective 10/1/2024

Barnstable	Household Size	80% Median Income	Monthly Income	Max Rent*	Utility Allowance	Final Rent
2 Bedroom	3	\$88,050	\$7,337	\$2,201	\$316	\$1,885
3 Bedroom	4	\$97,800	\$8,150	\$2,445	\$386	\$2,059

* 30% of Median

Barnstable	Household Size	100% Median Income	Monthly Income	Max Rent*	Utility Allowance	Final Rent
2 Bedroom	3	\$110,100	\$9,175	\$2,752	\$316	\$2,436
3 Bedroom	4	\$122,250	\$10,187	\$3,056	\$386	\$2,670

* 30% of Median

Barnstable	Household Size	110% Median Income	Monthly Income	Max Rent*	Utility Allowance	Final Rent
3 Bedroom	4	\$134,475	\$11,206	\$3,361	\$386	\$2,975

* 30% of Median

Barnstable	Household Size	120% Median Income	Monthly Income	Max Rent*	Utility Allowance	Final Rent
3 Bedroom	4	\$146,700	\$12,225	\$3,667	\$386	\$3,281

	Tenant Paid Utilities -- Per Bedroom Count	
	Two	Three
Electric Heat Pump	\$80	\$90
Cooking-Electric	\$22	\$29
Other Electric	\$101	\$129
Air Conditioning	\$9	\$14
Water Heat-Elec	\$63	\$76
Water	\$31	\$38
Electric Charge	\$10	\$10
Other		
Total	\$316	\$386

Completed By:

MCO

Date:

12/6/2024



FY 2024 INCOME LIMITS DOCUMENTATION SYSTEM

[HUD.gov](#) [HUD User Home](#) [Data Sets](#) [Fair Market Rents](#) [Section 8 Income Limits](#) [MTSP Income Limits](#) [HUD LIHTC Database](#)

FY 2024 Income Limits Summary

FY 2024 Income Limit Area	Median Family Income Click for More Detail	FY 2024 Income Limit Category Click for More Detail	Persons in Family						
			1	2	3	4	5	6	7
Barnstable Town, MA MSA	\$122,700	Very Low (50%) Income Limits (\$) Click for More Detail	44,300	50,650	56,950	63,300	68,400	73,450	78,500
		Extremely Low Income Limits (\$)* Click for More Detail	26,600	30,400	34,200	38,000	41,050	44,100	47,340
		Low (80%) Income Limits (\$) Click for More Detail	68,500	78,250	88,050	97,800	105,650	113,450	121,300

NOTE: **Falmouth town** is part of the **Barnstable Town, MA MSA**, so all information presented here applies to all of the Barnstable Town, MA MSA.

The **Barnstable Town, MA MSA** contains the following areas: Barnstable Town city, MA; Bourne town, MA; Brewster town, MA; Chatham town, MA; Dennis town, MA; Eastham town, MA; Falmouth town, MA; Harwich town, MA; Mashpee town, MA; Orleans town, MA; Provincetown town, MA; Sandwich town, MA; Truro town, MA; Wellfleet town, MA; and Yarmouth town, MA.

* The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as [established by the Department of Health and Human Services \(HHS\)](#), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.

Income Limit areas are based on FY 2024 Fair Market Rent (FMR) areas. For information on FMRs, please see our associated FY 2024 [Fair Market Rent documentation system](#).

For last year's Median Family Income and Income Limits, please see here:

[FY2023 Median Family Income and Income Limits for Barnstable Town, MA MSA](#)

Select a different county or county equivalent in Massachusetts:

Erving town ▲

Essex town

Everett city

Fairhaven town

Fall River city

Falmouth town ▼

Select county or county equivalent

Select any FY2024 HUD Metropolitan FMR Area's Income Limits:

Barnstable Town, MA MSA ▼

Select HMFA Income Limits Area

Or press below to start over and select a different state:

Select a new state

[Update URL for Bookmarking or Emailing](#)

Falmouth Income Limits

Household Size	1	2	3	4	5	6
80% AMI Gross Allowable Income	\$68,500	\$78,250	\$88,050	\$97,800	\$105,650	\$113,450
100% AMI Gross Allowable Income	\$85,625	\$97,812	\$110,100	\$122,250	\$132,062	\$141,812
110% AMI Gross Allowable Income	n/a	n/a	\$121,110	\$134,475	\$145,268	\$155,993
120% AMI Gross Allowable Income	n/a	n/a	\$132,120	\$146,700	\$158,475	\$170,175

Utility Allowance Schedule

See Public Reporting and Instructions on back.

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(exp. 04/30/2026)

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Locality/PHA Falmouth Housing Authority, MA		Unit Type: Row House/Townhouse/Semi-Detached/Duplex					Date (mm/dd/yyyy) Approved 9/25/24 BR Effective 10/1/24		
Utility of Service Town of Falmouth	Fuel Type	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR	
Heating	Natural Gas	\$60.00	\$71.00	\$81.00	\$92.00	\$102.00	\$113.00	\$123.00	
	Bottle Gas	\$145.00	\$171.00	\$196.00	\$222.00	\$248.00	\$273.00	\$299.00	
	Electric	\$78.00	\$91.00	\$119.00	\$146.00	\$173.00	\$200.00	\$217.00	
	Electric Heat Pump	\$57.00	\$68.00	\$80.00	\$90.00	\$100.00	\$110.00	\$119.00	
	Fuel Oil	\$96.00	\$110.00	\$128.00	\$146.00	\$164.00	\$182.00	\$196.00	
Cooking	Natural Gas	\$6.00	\$6.00	\$10.00	\$12.00	\$15.00	\$17.00	\$19.00	
	Bottle Gas	\$13.00	\$13.00	\$21.00	\$30.00	\$38.00	\$43.00	\$47.00	
	Electric	\$13.00	\$15.00	\$22.00	\$29.00	\$36.00	\$42.00	\$46.00	
Other Electric		\$62.00	\$73.00	\$101.00	\$129.00	\$158.00	\$186.00	\$201.00	
Air Conditioning		\$5.00	\$6.00	\$9.00	\$14.00	\$17.00	\$21.00	\$23.00	
Water Heating	Natural Gas	\$15.00	\$19.00	\$27.00	\$36.00	\$44.00	\$54.00	\$58.00	
	Bottle Gas	\$38.00	\$47.00	\$64.00	\$90.00	\$107.00	\$132.00	\$141.00	
	Electric	\$42.00	\$49.00	\$63.00	\$76.00	\$90.00	\$104.00	\$112.00	
	Fuel Oil	\$25.00	\$32.00	\$43.00	\$57.00	\$71.00	\$85.00	\$93.00	
Water		\$23.00	\$23.00	\$31.00	\$38.00	\$46.00	\$53.00	\$58.00	
Sewer		\$32.00	\$33.00	\$47.00	\$60.00	\$74.00	\$87.00	\$96.00	
Trash Collection		N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Other specify: Electric Charge \$10.00		\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	
Other specify: Natural Gas Charge \$10.00		\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	
Range/Microwave		\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	
Refrigerator		\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	
Actual Family Allowances-May be used by the family to compute allowance while searching for a unit.						Utility/Service/Appliance		Allowance	
						Head of Household Name			
Unit Address						Cooking			
						Other Electric			
						Air Conditioning			
						Water Heating			
Number of Bedrooms						Water			
						Sewer			
						Trash Collection			
						Other			
						Range/Microwave			
						Refrigerator			
						Total			



adapted from form HUD-52667
(04/2023)



Falmouth *RENTAL* Affordable Units
Thirteen (13) Duplex Apartment Style Residences
2 and 3 Bedroom Apartments at 80%, 100%, 110% and 120% AMI
Tenants Responsible for all utilities, except sewer

Smithfield Farm—809 Sandwich Road

Rents:

- Two Bedroom Apartments @80% - \$1,885
- Three Bedroom Apartment @80% - \$2,059
- Two Bedroom Apartment @100% - \$2,436
- Three Bedroom Apartment @ 100% - \$2,670
- Three Bedroom Apartment @110% - \$2,975
- Three Bedroom Apartment @ 120% - \$3,281

MAX ALLOWABLE INCOME

	80%	100%	110%	120%
1 person:	\$68,500	\$85,625	N/A	N/A
2 person:	\$78,250	\$97,812	N/A	N/A
3 person:	\$88,050	\$110,100	\$121,110	\$132,120
4 person:	\$97,800	\$122,250	\$134,475	\$146,700
5 person:	\$105,650	\$132,062	\$145,268	\$158,475
6 person:	\$113,450	\$141,812	\$155,993	\$170,175

Public Information Meeting via Zoom

TBD

Application Deadline

TBD

Reasonable Accommodations Available for persons with disabilities. Language/translation assistance available, at no charge, upon request. Section 8 and other housing vouchers accepted.

Units by lottery. Smoke Free. Pets per policy.

For Info and Application:

Pick Up: Falmouth Town Hall and Public Library
 Phone: (978) 456-8388/FAX: 978-456-8986
 Email: lotteryinfo@mcohousingervices.com
 TTY: 711



Applications must be submitted or postmarked on or before the application deadline. Applications can be returned by mail. The Application includes all submission information.

Application available online at: www.mcohousingervices.com



your resource for Affordable Housing



Smithfield Farm *Falmouth, MA*

Marketing and Outreach Plan **Lottery Plan**

Introduction

Smithfield Farm is a new duplex rental community which shall provide 13 affordable two- and three- bedroom rental units which will be distributed by lottery to applicants earning up to 80%, 100%, 110% and 120% AMI. This plan describes the marketing program and minority outreach for Smithfield Farm in the beautiful town of Falmouth, MA.

The units will be distributed based upon criteria established by the Executive Office of Housing and Livable Communities (EOHLC) through the LIP Program. These units will be distributed through a lottery process with appropriate outreach to the area's minority population. There will be 9 two-bedroom, and 4 three-bedroom apartments leased to affordable applicants at 80%, 100%, 110% and 120% AMI.

The objective of the marketing program is to identify a sufficient pool of applicants for the available, affordable homes. Based upon the lottery results, all applicants would have their proper rank in the appropriate pool. This will enable us to quickly determine who would have the first opportunity to lease a unit.

Potential tenants will not be discriminated against based on race, color, religious creed, marital status, military status, disability, national origin, sex, age, ancestry, sexual preference, source of income, presence of children, or any other basis prohibited by local, state, or federal law.

What follows is a list of activities and materials we intend to utilize to assist in our marketing of the homes, processing of the applicants and our attempts to reach out to the local community's minority population.

General Information

The Town of Falmouth and Northland Residential Construction LLC have worked together to create an affordable housing opportunity at Smithfield Farm located at 809 Sandwich Road in Falmouth, Massachusetts.

The units will be distributed, by lottery, to households meeting the eligibility requirements and having income at or below 80% AMI for 8 two- bedroom and 1 three-bedroom apartment, 100% for 1 two bedroom and 1 three bedroom apartment and at 110% and 120% AMI includes 1 three bedroom apartment each for the Barnstable MA HUD Metro FMR Area, adjusted for household size.

Each unit includes all kitchen appliances and a washer and dryer. The 2 Bedroom units have 1.5 bathrooms in 1,200 gross square feet. The three-bedroom units have 2.5 bathrooms in 1,350 gross square feet. Each unit has



a one car garage and parking for one car in front of the garage. One dog or one cat will be allowed with breed restrictions. Pet rent to be determined. Smoking is not allowed.

The units will be distributed, by lottery, to households who meet the eligibility requirements and have an income at or below 80%, 100%, 110% and 120% of the area median income, for the Barnstable MA adjusted for Household size.

The following rents were determined using the 2024 income limits and the 2024 Falmouth Utility Allowances provided by the Falmouth Housing Authority effective 10/01/2024.

Barnstable	Household Size	80% Median Income	Monthly Income	Max Rent*	Utility Allowance	Final Rent
2 Bedroom	3	\$88,050	\$7,337	\$2,201	\$316	\$1,885
3 Bedroom	4	\$97,800	\$8,150	\$2,445	\$386	\$2,059

* 30% of Median

Barnstable	Household Size	100% Median Income	Monthly Income	Max Rent*	Utility Allowance	Final Rent
2 Bedroom	3	\$110,100	\$9,175	\$2,752	\$316	\$2,436
3 Bedroom	4	\$122,250	\$10,187	\$3,056	\$386	\$2,670

* 30% of Median

Barnstable	Household Size	110% Median Income	Monthly Income	Max Rent*	Utility Allowance	Final Rent
3 Bedroom	4	\$134,475	\$11,206	\$3,361	\$386	\$2,975

* 30% of Median

Barnstable	Household Size	120% Median Income	Monthly Income	Max Rent*	Utility Allowance	Final Rent
3 Bedroom	4	\$146,700	\$12,225	\$3,667	\$386	\$3,281

Tenants will be responsible for all utilities except sewer which is included in the rent.

MCO Housing Services, LLC will be sponsoring an application process and lottery to rank the eligible program applicants. The application and lottery process as well as the eligibility requirements are described in this plan. MCO Housing Services, LLC of Harvard, MA, has been hired as their lottery agent. MCO Housing Services, LLC has been providing Lottery Services to area developers and municipalities for over 20 years. Our contact information is:

MCO Housing Services, LLC
 Maureen O'Hagan
 P.O. Box 372
 Harvard, MA 01451
 (978) 456-8388
maureen@mcohousingservices.com



Applicants must include all required financial documentation with the application to be considered for the lottery. The application and the related financial information must be received prior to lottery deadline or have a postmark prior to the lottery deadline to be reviewed for eligibility.

Applicants who submit an incomplete application will be notified *after* the application deadline and will NOT be included in the lottery. Applicants who submit an incomplete application will be notified via email, if available, or by letter. The email or letter will include the list of missing documentation. If an applicant submits the missing documentation and their application is determined complete, *and* they are determined eligible - they would then be added to the waiting list. If units remain after the lottery, the available units would then be offered based on the date applicant was added to the waiting list.

If an applicant is determined ineligible based on income based on paystubs or self-employment only, they will have the opportunity to appeal the decision and will be notified in writing, via email or letter, of the appeal process and timeframe to appeal.

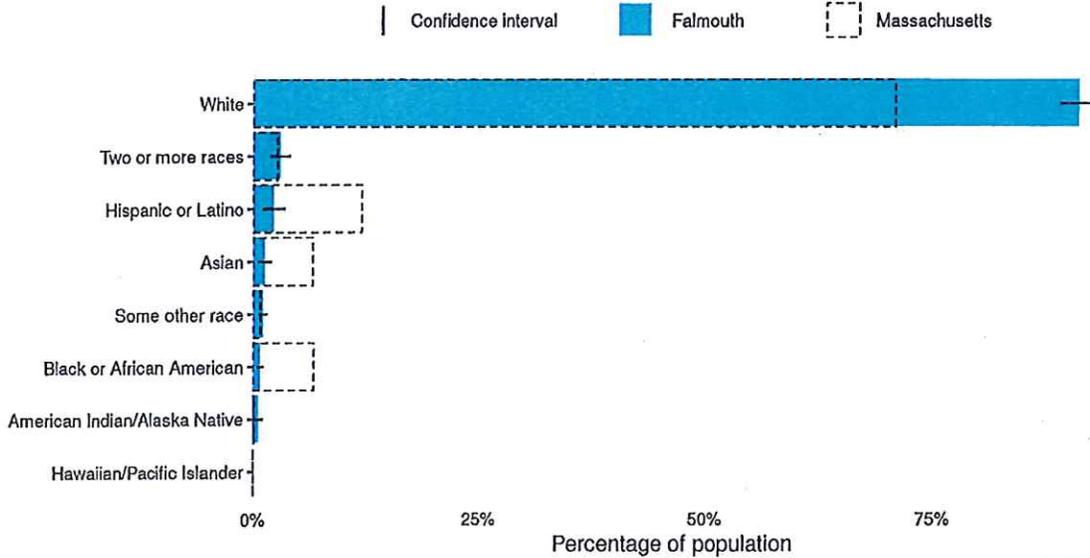
Marketing and Outreach Plan

Falmouth is a coastal town located on Cape Cod, with easy access to Route-28. Application availability and a public information meeting will be announced, with a minimum of two ads over a 60-day period, in the following papers:

The Enterprise
The Barnstable Patriot

Based on the following tables for Race and Ethnicity in Falmouth and the surrounding communities, minority outreach will be conducted, with a minimum of two ads, through the El Mundo, Bay State Banner and Sampan.

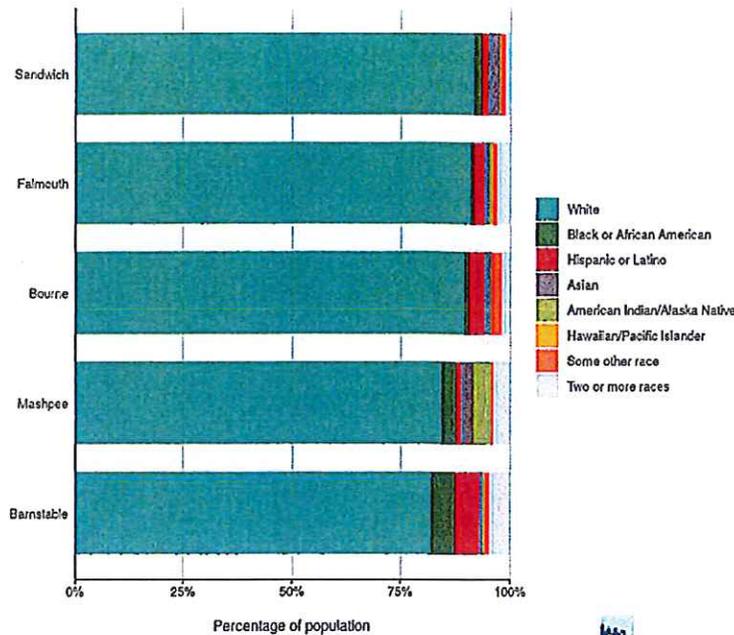
Population by race in Falmouth



Source: U.S. Census Bureau American Community Survey, 2016-2020 5-year estimates.
 Table DP05: Demographic and Housing Estimates



Race & ethnicity



Source: U.S. Census Bureau American Community Survey, 2016-2020 5-year estimates
Table DP05: Demographic and Housing Estimates



A listing on housingnavigator.ma.org will also announce the lottery and application availability. Additionally, a mailing will be sent to local social services and public organizations.

MCO Housing Services, LLC will post the lottery information and application online at www.mcohousingervices.com. Applicants can print an application from www.mcohousingervices.com, can receive by mail by contacting MCO Housing Services, LLC at 978-456-8388 or lotteryinfo@mcohousingervices.com. Applications will also be available for pick-up at the Falmouth Town Hall or Falmouth Public Library.

A Public Information Meeting will be scheduled via Zoom where questions regarding program eligibility requirements, preferences for selections and the lottery process will be addressed. For those applicants who are unable to attend the live Zoom, or otherwise want to review, the meeting will be recorded, with those portions not containing unauthorized sensitive personal information and will be available for viewing up to the application deadline, upon request.

A confirmation letter or email will be sent to each eligible applicant stating their lottery code prior to the scheduled lottery. Lottery codes (as compared to applicant names) will be announced during the lottery drawing to ensure applicants privacy.

Eligibility Requirements

Each lottery applicant must meet the following eligibility requirements:



1. Income cannot exceed the following maximum allowable gross income guidelines, adjusted for household size, (as approved by EOHLC) as follows:

Household Size	1	2	3	4	5	6
80% AMI Gross Allowable Income	\$68,500	\$78,250	\$88,050	\$97,800	\$105,650	\$113,450
100% AMI Gross Allowable Income	\$85,625	\$97,812	\$110,100	\$122,250	\$132,062	\$141,812
110% AMI Gross Allowable Income	n/a	n/a	\$121,110	\$134,475	\$145,268	\$155,993
120% AMI Gross Allowable Income	n/a	n/a	\$132,120	\$146,700	\$158,475	\$170,175

(Note: This represents 80%, 100%, 110% and 120% of the annual household median income for the area and is subject to adjustments. This assumes a household size of 1-6 people. The income limits are subject to change per HUD updates.)

2. For assets over \$5,000, the calculation of income will include an imputation of .06% of the value of total household assets or the actual interest/dividends earned, whichever is greater. For assets \$5,000 or less, the earned interest/dividend will be added to income to determine final eligibility. Assets include checking and savings accounts, investment accounts, CD's retirement, etc. Assets divested at less than full market value within 2 years of application will be counted a full market value when determining eligibility.

3. Potential tenants may not own another home, including in a Trust. The affordable unit must be their principal, full-time residence.

4. Persons with disabilities who need the features of the type of accessible or adaptable unit will be given first preference for such units regardless of what pool they are in based on the requested bedroom size. Where a person with a disability is awaiting such a unit with adaptive features and a unit becomes available, the owner/management agent must offer to adapt the unit within reason. Persons with disabilities are entitled to request a reasonable accommodation in rules, policies, practices, or services, or to request a reasonable modification in the housing, when such accommodations or modifications may be necessary to afford persons with disabilities an equal opportunity to use and enjoy the housing.

The lottery application is used to determine income eligibility to have the opportunity to lease an affordable unit. An applicant with an opportunity to lease will also need to complete a Lease Application, through the Leasing Agent, and go through the leasing process as determined by the Leasing Agent. This process may include credit screening, CORI, and landlord checks to the extent consistent with EOHLC guidance in effect at such time. Attached is a copy of the Commonwealth of Massachusetts CORI which will be used if a CORI check is done. If applicants do not pass the Leasing Office screening, they will not be able to lease a unit.

Annually each affordable tenant will go through an eligibility review. At least 90 days before lease renewal current affordable residents will need to provide updated financial documentation to be reviewed for continued eligibility. Current residents are considered income eligible for an affordable unit as long their household income does not exceed 140% of 80%, 100%, 110% or 120% of AMI or maximum allowable income, adjusted for household size. Annually tenants will be recertified for eligibility. If household income exceeds 140% of 80%, 100%, 110% or 120% of AMI of the maximum allowable income, adjusted for household size, the tenant will no longer be income-eligible and will have to vacate the residence at the end of the lease.

Complete financial documentation will be required to participate in the lottery. Applications will be logged in when received. Review of applications will take place after the application deadline. Incomplete applications will not be included in the lottery and the applicant will be notified of what is needed to complete their application after the deadline via email, if available, or by letter. After the lottery, applicants can submit missing

documentation or present any mitigating circumstances. If qualified at that time, they can be added to the waiting list. If the lottery list is exhausted the remaining units will be filled by the waiting list based on the date a complete application is received.

Are there units available for Local Preferences?

Yes, 9 of the 13 units will be for Local Preference, five 80% two-bedroom apartments and 4 three bedroom apartments at 80% 100%, 110% and 120%AMI. Local Preference applies for the initial lottery only. The local preference criteria are:

- Current Falmouth Resident
- Currently employed by the Town of Falmouth or the Falmouth School Department
- Employees of local Falmouth businesses or with an offer of bonafide employment from a company located in the Town of Falmouth
- Household with children attending the Falmouth School System, such as METCO students

Are there considerations for minorities?

If the percentage of minority applicants in the Local Preference Pool is less than the percentage of minorities in the Surrounding HUD-defined area, currently 15%, a preliminary lottery will be held comprised of all the minority applicants who do not qualify for the Local Preference Pool. Minority applicants not otherwise qualifying for the Local Preference Pool would be drawn at random from the Open Pool until the percentage of minorities in the Local Pool is no longer below the percentage of minorities in the surrounding HUD-defined area. Applicants not selected for the Local Preference Pool would be in the Open Pool only.

Lottery Process and Pool

MCO Housing Services, LLC will screen all applications. Applicants who submit an application, postmarked on or before the deadline, and are determined eligible will receive a confirmation email with their lottery code. Applicants that are not determined eligible will receive an email or letter notifying them of the decision.

Lottery Pool

Thirteen (13) two- and three-bedroom affordable units at 80%, 100%, 110% and 120% AMI are available by lottery at Smithfield Farm through the Local Preference and Open Pool.

All eligible applicants will be pulled at the time of the lottery. This will establish the rankings for the distribution of the units. The highest ranked applicants requiring a two or three-bedroom unit will have the initial opportunity to lease.

Once the lottery rankings have been determined the applicant's information will be forwarded to the Leasing Office for their screening which may include, but is not limited to, credit, CORI, past landlord checks, etc., to the extent consistent with EOHLC guidance in place at the time of such determinations. If the Leasing Office determines you are eligible, then you will be offered a unit.

You need to be determined eligible by MCO Housing Services, LLC, and the Leasing Office before you will be offered a unit. If either MCO Housing Services, LLC or the Leasing Office determines you do not meet their eligibility criteria, then you will not be able to lease a unit.

If you have a Section 8 or other housing voucher, the Public Housing Authority (PHA) will need to approve the project and rent before you will be able to sign a lease.



Household Size

Unit size preferences are based on the following:

1. There is at least one occupant per bedroom.
2. A husband and wife, or those in a similar living arrangement, shall be required to share a bedroom. Other household members may share but shall not be required to share a bedroom.
3. A person described in the first sentence of (2) shall not be required to share a bedroom if a consequence of sharing would be a severe adverse impact on his or her mental or physical health and the lottery agent receives reliable medical documentation as to such impact of sharing.
4. A household may count an unborn child as a household member. The household must submit proof of pregnancy with the application.
5. If the applicant is in the process of a divorce or separation, the applicant must provide proof that the divorce or separation has begun or has been finalized, as set forth in the application.

Monitoring Agent and Tenant Annual Eligibility Certification

MCO Housing Services, LLC will determine applicants' initial income eligibility and will conduct the annual tenant eligibility certification.

Rental: Opening Waiting Lists, Re-Marketing or Continuous Marketing

MCO Housing Services, LLC will incorporate the following EOHLG guidelines in opening rental waiting lists, re-marketing or continuous marketing for rental units located at Smithfield Farm, in Falmouth, MA.

Although owner/management agent standards for opening waiting lists or re-marketing to generate sufficient applications after the initial rent-up stage may vary, the following are generally applicable: the waiting list is re-opened when it contains less than the number of applicants anticipated to be placed in the next 12 months, or, if the waiting list has not closed, additional marketing is undertaken to generate at least enough applicants as was needed to fill the previous year's vacancies.

a. Minimum Application Period

At such or similar points in time, consistent with a Developer or management agent's policies and practices with respect to marketing and wait lists, when a wait list (whether for a project or a particular unit type) is re-opened or units are remarketed, a minimum application period during which applicants may receive and submit applications is required. The appropriate length of the application period may vary depending on the number of units that are or will become available. In some instances, 20 or more business days will be appropriate, but in no event shall the application period be less than 10 business days.

b. "First Come, First Served"

A "first-come, first-serve" method of generating the waiting list order of new applicants that apply during said application period shall not be permitted as it may present an impediment to equal housing opportunity for some applicants, including some applicants with disabilities. Therefore, a random selection or other fair and equitable procedure for purposes of adding persons to a wait list upon opening the wait list or remarketing the units must be utilized, subject to the approval of the Subsidizing Agency. This does not require any changes to the wait list as it exists prior to adding the new applicants.

c. Continuous Marketing/Persons with Disabilities



If the wait list is not closed and marketing is ongoing continuously in order to generate sufficient applicants, then, so as to avoid a disparate impact on persons with disabilities who require a reasonable accommodation with the application process, including additional time to receive, complete and/or submit an application, and who therefore may be disadvantaged by wait list placement based upon the date/time of receipt of the application, the application will be date/time stamped prior to being mailed or otherwise provided to such applicants and upon submission of a complete application the household shall be placed on the wait list based upon such date/time stamp, *provided that* the application is returned or postmarked not more than 30 days of such date/time stamp. The ongoing affirmative and general marketing/outreach materials will contain language that explicitly gives notice of the availability of reasonable accommodations with respect to the application process and a telephone number for applicants who may want to request a reasonable accommodation and/or assistance with the application process.

Summary

We believe this outreach program will ensure the Town of Falmouth and the surrounding communities will be notified of the available opportunities and the smooth and fair processing of all potential applicants. It is our intention to work with the Town of Falmouth to incorporate local requests and ideas.

MODEL POLICY REGARDING APPLICANT SCREENING ON THE BASIS OF CRIMINAL RECORDS

Consistent with CORI reform in Massachusetts, to the extent criminal offender record information will be accessed to screen applicants for housing, such access will be utilized for rental or lease of housing only and will generally be limited to: felony convictions for 10 years following the disposition thereof, including termination of any period of incarceration or custody; misdemeanor convictions for 5 years following the disposition thereof, including termination of any period of incarceration or custody; and pending criminal charges as provided under M.G.L. c. 6, § 172 as amended, and implementing regulations at 803 CMR 2.00 et seq. Such limitations will not apply to convictions for murder, voluntary manslaughter, involuntary manslaughter, and sex offenses as defined in M.G.L. c. 6 § 178C that are punishable by a term of incarceration in state prison. Entities that are required to obtain a CORI for the housing or portion of such housing by a statutory or regulatory provision may be eligible to obtain additional CORI information for the housing, or portion of such housing, pursuant to M.G.L. c. 6, § 172 as amended, and implementing regulations at 803 CMR 2.00 et seq.

Where criminal record checks are part of a general background screening of applicants for housing, the following practices and procedures will generally be followed.

I. All applicants for housing will be notified that a criminal record check will be conducted. If requested, they will be provided with a copy of this applicant screening policy.

II. An informed review of a criminal record requires adequate training. Accordingly, all personnel authorized to review records of criminal activity in the decision-making process must be thoroughly familiar with criminal records and this applicant screening policy.

III. Unless otherwise provided by law, a criminal record will not automatically disqualify an applicant. Rather, determinations of suitability based on criminal record checks will be made consistent with this policy. Records of criminal activity not resulting in a conviction (i.e., records of arrests, arraignments, dismissals, etc.) are not reliable evidence of criminal activity and, without more, shall not form the basis of a denial of housing. Records of criminal activity gleaned from newspaper articles or internet searches are not inherently reliable and should not be the sole basis for a denial of housing. Records of convictions obtained from a state agency responsible for maintaining and disseminating criminal records are the most reliable, preferred source of information concerning records of criminal activity. In Massachusetts, those agencies are the Department of Criminal Justice Information Services ("DCJIS") (formerly the Criminal History Systems Board) and the Sex Offender Registry Board.

IV. If a record of criminal activity is revealed through a background check, the organization's applicant selector will closely compare the record provided by the background check with the identifying information provided by the applicant, to ensure that the record relates to the applicant.

V. If the (organization name) is inclined to make an adverse decision based on the results of the background check concerning criminal records, the applicant will be notified immediately. The applicant shall be provided with a copy of the criminal record and the organization's applicant screening policy, advised of the part(s) of the record that make the individual unsuitable for housing, and given an opportunity to dispute the accuracy and relevance of the criminal record. If the applicant denies that the record is accurate or that he is the person to whom it pertains, then the (organization name) shall allow the applicant a reasonable amount of time to seek to have the record corrected.

VI. If the (organization name) reasonably believes the record belongs to the applicant and that it is accurate, then the determination of suitability for housing will be made. Unless otherwise provided by law, factors considered in determining suitability may include, but not be limited to the following:

- a) Relevance of the crime to the housing sought;
- b) The nature of the housing for which the applicant is applying;
- c) Time since the conviction;
- d) Age of the applicant at the time of the offense;
- e) Seriousness and specific circumstances of the offense;
- f) The number of offenses;
- g) Whether the applicant has pending charges;
- h) Whether the applicant is still on probation or parole;
- i) Any relevant evidence of rehabilitation or lack thereof;
- j) Any other relevant information, including information submitted by the applicant or requested by the organization.

VII. (Organization name) will notify the applicant of the decision and the basis of the decision in a timely manner.

FALMOUTH ORG LIST

12/9/2024

	A	B	C
1	Org	Address	Town
2	American Legion	20 Main Street	Sandwich, MA 02563
3	Barnstable Adult Community Center	825 Falmouth Road	Hyannis, MA 02601
4	Barnstable County Human Services	3195 Main Street	Barnstable, MA 02630
5	Barnstable Housing Authority	146 South Street	Hyannis, MA 02601
6	Bourne Council On Aging	239 Main Street	Bourne, MA 02532
7	Bourne Housing Authority	871 Shore Road	Pocasset, MA 02559
8	Bourne Veteran's Memorial Community Center	239 Main Street	Buzzards Bay, MA 02532
9	Boys and Girls Club of Cape Cod	P.O. Box 895	Mashpee, MA 02649
10	Cape Cod Church	1205 Nathan Ellis Hwy	East Falmouth, MA 02536
11	Community Action Committee of Cape Cod & Islands, Inc	372 North Street	Hyannis, MA 02601
12	East Falmouth Elementary School	33 Davisville Road	East Falmouth, MA 02536
13	Falmouth Baptist Church	60 Central Park Ct	Falmouth, MA 02540
14	Falmouth High School	874 Gifford Street	Falmouth, MA 02540
15	Falmouth Housing Authority	115 Scranton Ave	Falmouth, MA 02540
16	Falmouth Human Services Department	744 Main Street	Falmouth, MA 02540
17	Falmouth Jewish Congregation	7 Hatchville Road	East Falmouth, MA 02536
18	Falmouth Town Council On Aging	300 Dillingham Ave	Falmouth, MA 02540
19	First Congregational Church of Falmouth	68 Main Street	Falmouth, MA 02540
20	Forestdale Church	110 MA-130	Forestdale, MA 02644
21	Forestdale School	151 Route 130	Forestdale, MA 02644
22	Freedom Church	655 Boxberry Hill Road	East Falmouth, MA 02536
23	Heritage Christian Church	655 Boxberry Hill Road	East Falmouth, MA 02536
24	Housing Assistance Corporation	460 W Main St #1	Hyannis, MA 02601
25	Hyannis First Brazilian Baptist	631 Main St #5	Hyannis, MA 02601
26	John Wesley United Methodist Church	270 Gifford Street	Falmouth, MA 02540
27	Lawrence School	113 Lakeview Ave	Falmouth, MA 02540
28	Life At Mashpee	175 Great Neck Rd S	Mashpee, MA 02649
29	Mashpee Council On Aging	26 Frank E. Hicks Dr	Mashpee, MA 02649
30	Mashpee Housing Authority	766 Falmouth Road	Mashpee, MA 02649
31	Mashpee Human Services	16 Great Neck Rd N	Mashpee, MA 02649
32	May Center For Adult Services	550 Main Street	Mashpee, MA 02649
33	Morse Pond School	323 Jones Road	Falmouth, MA 02540
34	Mullen-Hall Elementary School	130 Katherine Lee Bates Road	Falmouth, MA 02540
35	North Falmouth Congregational Church	155 Old Main Road	North Falmouth, MA 02556

FALMOUTH ORG LIST

12/9/2024

	A	B	C
36	North Falmouth Elementary School	62 Old Main Road	North Falmouth, MA 02556
37	Saint Barnabas's Church	91 Main Street	Falmouth, MA 02540
38	Sandwich Council On Aging	70 Quaker Meetinghouse Road	Sandwich, MA 02563
39	Sandwich Housing Authority	20 Toms Way	Sandwich, MA 02563
40	Sandwich Women's Club	P.O. Box 757	Sandwich, MA 02563
41	Seven Hills Community Services	3 Otis Park Drive	Bourne, MA 02532
42	St. Anthony's Catholic Church	167 E Falmouth Hwy	East Falmouth, MA 02536
43	St. Elizabeth Ann Seton Catholic Church	481 Quaker Road	North Falmouth, MA 02556
44	St. Patrick's Catholic Church	511 Main Street	Falmouth, MA 02540
45	St. Thomas Chapel	440 Grand Ave	Falmouth, MA 02540
46	Teaticket Elementary School	45 Maravista Ave. Extension	East Falmouth, MA 02536
47	Town of Falmouth Senior Center	780 Main Street	Falmouth, MA 02540
48	UU Falmouth	840 Sandwich Road	East Falmouth, MA 02536

OPEN SESSION

BUSINESS

5. Consider approval of annual license renewals for 2025 **(10 minutes)**



AGENDA ITEM SUMMARY SHEET

ITEM NUMBER: Business 5.

ITEM TITLE: Consider approval of annual license renewals for 2025

MEETING DATE: 12/16/2024

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

SUBMITTED BY: Mike Renshaw, Town Manager

ATTACHMENTS: Annual Renewal Requirement Checklist, List of Annual Renewals for December 16, 2024

PURPOSE:

The Select Board will consider the approval of the annual license renewals for 2025.

BACKGROUND/SUMMARY:

- Annual renewal applications and checklists of all required documents and payments due were sent to all licensees.
- The below listed licensees have submitted all the renewal requirements on the checklist, and the licenses are ready to be approved for renewal for 2025:

ALL ALCOHOL RESTAURANT WITH COMMON VICTUALLER

- 99 Restaurant, 30 Davis Straits
- Anchor Ale House, 100 Davis Straits
- Añejo Mexican Bistro, 188 Main Street
- Bluefins, 295 Main Street

- Bucatino Restaurant & Wine Bar, 7 Nathan Ellis Highway
- Cape Cod Country Club, 48 Theatre Drive
- Captain Kidd Restaurant, 77 Water Street
- Casa Vallarta, 70 Davis Straits
- Chapoquoit Grill, 410 West Falmouth Highway
- DJ's Family sports Pub, 872 Main Street
- East End Tap, 734 Teaticket Highway
- Epic Oyster, 70 County Road
- Estia, 117 Main Street
- Falmouth Cinema Pub, 137 Teaticket Highway
- Falmouth Country Club, 630 Carriage Shop Road
- Falmouth Jade, 143-145 East Falmouth Highway
- Flying Bridge Restaurant, 220 Scranton Avenue
- Grumpy's Pub, 29 Locust Street
- Jacks Restaurant and Bar, 327 Gifford Street
- La Cucina sul Mare, 237 Main Street
- Liam Maguires, 273 Main Street
- Moto Pizza, 550 Waquoit Highway
- Osteria la Civetta, 133 Main Street
- Papa Jakes, 146 Sandwich Road
- Paul Harney Golf Enterprises, Inc., 74 Club Valley Drive
- Paul's Pizza, 14 Benham Road
- Pickle Jar Kitchen, 170 Main Street
- Quahog Republic Dive Bar, 97 Spring Bars Road
- Quahog Republic's Leaside Pub, 29 Railroad Avenue
- Quarterdeck Restaurant, 164 Main Street
- Ristorante Avellino, 339 East Falmouth Highway
- Romeo's, 75 Davis Straits
- Sacconnesset Golf Club, 132 Falmouth Woods Road
- Shipwrecked, 263 Grand Avenue
- Silver Lounge, 412 North Falmouth Highway
- Simply Divine Pizza, 271 Main Street
- Sweet Rice, 167 Teaticket Highway
- Taco Blanco, 870 Main Street, Unit E
- Tap City, 285 Main Street
- The Black Dog Heights Café, 465 Grand Avenue
- The Cape Club, 125 Falmouth Woods Road
- The Conference Table, 205 Worcester Court
- The Glass Onion, 37 North Mains Street
- The Golden Swan, 323-325 Main Street
- The Irish Goodbye Pint House, 444A North Falmouth Highway
- The Vine, 824 Main Street
- The Wharf, 286 Grand Avenue
- Tiger Ramen, 587 Main Street

- Timber, 23 Town Hall Square
- Water Street Kitchen, 56 Water Street
- Woho Provisions Watering Hole, 87 Water Street, Units 1 & 2

ALL ALCOHOL INNHOLDER with INNHOLDER

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

ALL ALCOHOL CLUB

- Cape Cod Curling Club, 37 Highfield Drive
- Cape Verdean Club of Falmouth, Inc. 126 Sandwich Road
- Falmouth Rod & Gun Club 25 Sportsman Lane
- Midway Trap & Skeet, 284 Old Meetinghouse Road
- Portuguese American Assn., 55 Ashumet Road

ALL ALCOHOL CLUB with COMMON VICTUALLER

- Amvets Falmouth Post 70, Inc., 336 Palmer Avenue
- Falmouth Elks Lodge #2380, 140 Palmer Avenue
- Falmouth Yacht Club, 290 Clinton Avenue
- Green Pond Yacht Club, 366 Menauhant Road
- Woods Hole Golf Club, 130 Quissett Avenue

ALL ALCOHOL PACKAGE STORE

- Falmouth Wine & Spirits, 322 Palmer Avenue
- Falmouth Food Mart & Liquor, 424 East Falmouth Highway, Unit A6
- Family Foods, 350 East Falmouth Highway
- John's Liquor Store, 729 Main Street
- Kappy's, 21 Spring Bars Road
- Kenyon's Market, 769 East Falmouth Highway
- Murphy's Package Store, 410 West Falmouth Highway
- North Falmouth Liquors, 362 North Falmouth Highway
- Old Barn Package Store, 20 Luscombe Avenue
- RJ's Variety & Liquors, 174 Sandwich Road
- Teaticket Market, 125 Teaticket Highway
- West Falmouth Market, 623 West Falmouth Highway

WINE & MALT RESTAURANT with COMMON VICTUALER

- Bangkok Thai Cuisine, 291 Main Street
- Crabapples, 553 Palmer Avenue
- Pizza I & Subs II, 769 East Falmouth Highway
- Seafood Sam's, 356 Palmer Avenue
- Silver Beach Piza & Seafood, 557 North Falmouth Highway, Bldg. A
- Steve's Pizzeria, 374 Main Street

WINE, MALT & CORDIAL RESTAURANT with COMMON VICTUALLER

- Country Fare, 319 Main Street
- Doggz & Hoggz, 781 Main Street

WINE, MALT & CORDIAL INNHOLDER

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

BREWERY – WINERY

- Aquatic Brewing, 661 Main Street
- Bad Martha's, 876 East Falmouth Highway
- Cape Cod Winery, 4 Oxbow Road

WINE & MALT PACKAGE STORE

- Garretts Family Market, 435 Palmer Avenue
- Holly Park Variety, 580A Route 28A
- Intergas, 607 Main Street
- Jack in the Beanstalk, 800 Gifford Street
- Ocean State Job Lots, 50 Teaticket Highway
- Wild Harbor General Store, 188-200 Old Main Road
- Windfall Market, 77 Scranton Avenue

COMMON VICTUALLER

- Bad Martha's, 876 East Falmouth Highway
- Betsy's Diner, 457 Main Street
- Burger King, 111 Teaticket Highway
- Cape Cod Bagels, 419 Palmer Avenue
- Cape Cod Winery, 4 Oxbow Road
- Coffee Obsession, 110 Palmer Avenue
- Coffee Obsession, 38 Water Street
- Coonamesett Farm, 277 Hatchville Road
- Dana's Kitchen, 881 Palmer Avenue
- Devour, 352 Main Street
- Dunkin Donuts, 4 Sandwich Road
- Dunkin Donuts, 363 East Falmouth Highway
- Dunkin Donuts, 1184 Sandwich Road
- Dunkin Donuts, 634 Holly Park Road
- Dunkin Donuts, 614 Main Street
- East Falmouth Subway, 236 East Falmouth Highway
- Falmouth Hospital Cafeteria, 100 Ter Heun Drive
- Le Bon Jour, 424 East Falmouth Highway, Unit A3
- Lobos House of Pizza, 338 East Falmouth Highway
- Mary Ellen's Portuguese Bakery, 829 Main Street
- McDonald's, 263 Teaticket Highway
- Moonakis Café, 460 Waquoit Highway

- Papa Gino's, 56 Davis Straits
- Peel Pizza, 31 Teaticket Highway
- Persy's Place, 40 North Main Street
- Pie in the Sky, 10 Water Street
- Prime Time House of Pizza, 286 Old Main Road
- Starbucks, 11 Davis Straits
- Subway, 137 Teaticket Highway
- Supreme Pizza, 147 Teaticket Highway
- Talk of the Town Diner, 587 Quaker Road
- Thai Kitchen, 258 Teaticket Highway
- The Blended Berry, 56 Davis Stratis
- The Buffalo Jump, 277 Hatchville Road
- The Portuguese, 424 East Falmouth Highway, Unit B101
- Vineyard Caribbean Cuisine, 279 Main Street

INNHOLDER LICENSE

- Admiralty Inn, 51 Teaticket Highway
- Falmouth Inn, 824 Main Street
- Shoreway Acres, 59 Shore Street

ENTERTAINMENT

- AMVETS, 336 Palmer Avenue
- Anchor Ale House, 100 Davis Straits
- Bad Martha's, 876 East Falmouth Highway
- Bucatino Restaurant & Wine Bar, 7 Nathan Ellis Highway
- Cape Arts & Entertainment, 60 Highfield Drive
- Cape Cod Winery, 4 Oxbow Road
- Cape Verdean Club, 126 Sandwich Road
- Captain Kidd Restaurant, 77 Water Street
- Casa Vallarta, 70 Davis Straits
- Coffee Obsession, 110 Palmer Avenue
- Coffee Obsession, 38 Water Street
- Coonamesett Farm, 277 Hatchville Road
- Coonamesett Inn, 311 Gifford Street
- Coonamesett Inn, 311 Gifford Street
- East End Tap, 734 Teaticket Highway
- Falmouth Yacht Club, 290 Clinton Avenue
- Flying Bridge Restaurant, 220 Scranton Avenue
- Green Pond Yacht Club, 336 Menauhant Road
- Grumpy's Pub, 29 Locust Street
- Highfield Hall & Gardens, 56 Highfield Drive
- Holiday Inn Falmouth, 291 Jones Road

- Jack's Restaurant and Bar, 327 Gifford Street
- La Cucina sul Mare, 237 Main Street
- Liam Maguires, 273 Main Street
- Moto Pizza, 550 Waquoit Highway
- Papa Jakes, 146 Sandwich Road
- Portuguese American Assn. 55 Ashumet Road
- Pickle Jar Kitchen, 170 Main Street
- Pie in the Sky, 10 Water Street
- Quahog Republic Dive Bar, 97 Spring Bars Road
- Quahog Republic's Leaside Pub, 29 Railroad Avenue
- Quarterdeck Restaurant, 164 Main Street
- Sacconnesset Golf Club, 132 Falmouth Woods Road
- Seacrest Concessionaire, 350 Quaker Lane
- Shipwrecked, 263 Grand Avenue
- Simply Divine Pizza, 271 Main Street
- Silver Lounge, 412 North Falmouth highway
- The Black Dog Heights Café, 465 Grand Avenue
- The Cape Club, 125 Falmouth Woods Road
- The Conference Table, 295 Worcester Court
- The Irish Goodbye Pint House, 444A North Falmouth Highway
- The Wharf, 286 Grand Avenue
- Timber, 23 Town Hall Square
- Tony Andrews Farm, 394 Old Meetinghouse Road
- West Falmouth Library, 575 West Falmouth Highway
- Woho Provisions Watering Hole, 87 Water Street, Units 1 & 2
- Woods Hole Golf Club, 130 Quissett Avenue

SUNDAY ENTERTAINMENT

- Bad Martha's, 876 East Falmouth Highway
- Bucatino Restaurant & Wine Bar, 7 Nathan Ellis Highway
- Cape Cod Winery, 4 Oxbow Road
- Captain Kidd, 77 Water Street
- Casa Vallarta, 56 Davis Straits
- Coonamessett Farm, 277 Hatchville Road
- Coonamessett Inn, 311 Gifford Street
- Falmouth Yacht Club, 290 Clinton Avenue
- Flying Bridge Restaurant, 220 Scranton Avenue
- Grumpy's, 29 Locust Street
- Highfield Hall & Gardens, 56 Highfield Drive
- Holiday Inn Falmouth, 291 Jones Road
- La Cucina sul Mare, 237 Main Street
- Liam Maguires, 273 Main Street
- Pie in the Sky, 10 Water Street
- Portuguese American Assn., 55 Ashumet Road

- Quahog Republic's Leaside Pub, 29 Railroad Avenue
- Sacconneset Golf Club, 132 Falmouth Woods Road
- Seacrest Concessionaire, 350 Quaker Lane
- Shipwrecked, 263 Grand Avenue
- The Cape Club, 125 Falmouth Woods Road
- The Irish Goodbye Pint House, 444A North Falmouth Highway
- The Wharf, 286 Grand Avenue
- West Falmouth Library, 575 West Falmouth Highway
- Woho Provisions Watering Hole, 87 Water Street, Units 1 & 2

AUTOMATIC AMUSEMENT DEVICE

- DJ's Family Sports Pub, 872 Main Street
- Falmouth Elks, 140 Palmer Avenue
- Grumpy's Pub, 29 Locust Street
- Pizza I & Subs II, 769 East Falmouth Highway
- Quahog Republic Dive Bar, 97 Spring Bars Road
- Seacrest Concessionaire, 350 Quaker Road
- Shipwrecked, 263 Grand Avenue

MOTOR VEHICLE CLASS I

- O'Hara's Motors, 50 Spring Bars Road
- Pier 37, 64 Scranton Avenue

MOTOR VEHICLE CLASS II

- Braga's Auto Sales, 227R Main Street
- Costa's Auto Body Co., 222 Carriage Shop Road
- Cid's Auto Brokers, 91 Carl Landi Circle
- Excel Auto Sales & Repair, 94 East Falmouth Highway
- Falmouth Auto Center, 614 East Falmouth Highway
- Falmouth Auto Works, 151 Worcester Court
- Falmouth Motorcar, 716 Teaticket Highway
- Frank Battles Used Car & Trucks, 14 Depot Avenue
- Frank's Auto Sales, 442-R - 444 East Falmouth Highway
- M&N Auto Mall, Inc., 20A Village Common Drive
- Reine Trucking, 9 Hayway Road
- Route 28 Auto Center, 550 East Falmouth Highway
- Sandi's Auto Sales, 45 Simpson Lane
- Savon Hatem, 561 Thomas Landers Road

MOTOR VEHICLE CLASS III

- Falmouth Salvage, 9 Hayway Road

TAXI – LIMOUSINE

- AA Taxi, 90 Boxberry Hill Road

- Falmouth Taxi, 424 East Falmouth Highway, Unit A1
- White Tie Limousine, 292 Teaticket Highway

FORTUNE TELLER

- The Holistic Swan, 628 West Falmouth Highway

DEPARTMENT RECOMMENDATION:

The Town Manager recommends that the Select Board approve the annual license renewals for 2025 as presented and as published in the agenda packet.

OPTIONS:

- Motion to approve the 2025 annual license renewals as presented and as published in the agenda packet.
- Motion to deny approval of the 2025 license renewals as presented and as published in the agenda packet.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

FINANCE DIRECTOR COMMENTS (IF APPLICABLE):

N/A

TOWN MANAGER COMMENTS:

The Town Manager recommends that the Select Board approve the annual license renewals for 2025 as presented.

Michael Renshaw

Town Manager

12/10/2024

Date

**ALL RENEWAL APPLICATIONS ARE COMPLETE
WITH THE FOLLOWING REQUIREMENTS:**

Restaurant, Innholder, and Club Liquor Licenses – all classes:

- ABCC Form.
- Liquor Liability Insurance Certificate proof of insurance coverage under a liquor legal liability insurance policy for bodily injury or death for a minimum amount of \$250,000 on account of injury to or death of 1 person, and \$500,000 on account of any 1 accident resulting in injury to or death of more than 1 person as a condition to receive a license.
- Copies of TIPS Certifications for the Manager of Record, all other managers, bartenders, and servers.
- All fees payable to the Town of Falmouth. Must be paid by Money Order, Cashier's Check, or Certified Bank Check ONLY
- Certificate of Inspection
- Food Service Establishment Permit
- Fingerprint-based Town background check completed every 5 years by the Manager of Record.

Package Store Licenses

- ABCC Form.
- Liquor Liability Insurance Certificate proof of insurance coverage under a liquor legal liability insurance policy for bodily injury or death for a minimum amount of \$250,000 on account of injury to or death of 1 person, and \$500,000 on account of any 1 accident resulting in injury to or death of more than 1 person as a condition to receive a license
- All fees payable to the Town of Falmouth. Must be paid by Money Order, Cashier's Check, or Certified Bank Check ONLY

Common Victualler and Innholder Licenses

- Food Service Establishment Permit
- All fees payable to the Town of Falmouth. Must be paid by Money Order, Cashier's Check, or Certified Bank Check ONLY

Used Car Dealer Licenses – all classes

- All fees payable to the Town of Falmouth. Must be paid by Money Order, Cashier's Check, or Certified Bank Check ONLY
- Class 2 License requires proof of a Surety Bond.

Taxi and Limousine Licenses

- All fees payable to the Town of Falmouth. Must be paid by Money Order, Cashier's Check, or Certified Bank Check ONLY
- Proof of combined coverage of property and liability insurance in the amount of \$100,000.00.
- A fingerprint-based Town background check is completed every year.

Fortune Teller Licenses

- All fees payable to the Town of Falmouth. Must be paid by Money Order or bank check ONLY

Entertainment Licenses

- All fees payable to the Town of Falmouth. Must be paid by Money Order or bank check ONLY

Sunday Entertainment Licenses

- All fees payable to the Town of Falmouth. Must be paid by Money Order or bank check ONLY

Automatic Amusement Licenses

- All fees payable to the Town of Falmouth. Must be paid by Money Order or bank check ONLY

Licenses for 2025 renewal

ALL ALCOHOL RESTAURANT WITH COMMON VICTUALLER

- 99 Restaurant, 30 Davis Straits
- Anchor Ale House, 100 Davis Straits
- Añejo Mexican Bistro, 188 Main Street
- Bluefins, 295 Main Street
- Bucatino Restaurant & Wine Bar, 7 Nathan Ellis Highway
- Cape Cod Country Club, 48 Theatre Drive
- Captain Kidd Restaurant, 77 Water Street
- Casa Vallarta, 70 Davis Straits
- Chapoquoit Grill, 410 West Falmouth Highway
- DJ's Family sports Pub, 872 Main Street
- East End Tap, 734 Teaticket Highway
- Epic Oyster, 70 County Road
- Estia, 117 Main Street
- Falmouth Cinema Pub, 137 Teaticket Highway
- Falmouth Country Club, 630 Carriage Shop Road
- Falmouth Jade, 143-145 East Falmouth Highway
- Flying Bridge Restaurant, 220 Scranton Avenue
- Grumpy's Pub, 29 Locust Street
- Jacks Restaurant and Bar, 327 Gifford Street
- La Cucina sul Mare, 237 Main Street
- Liam Maguires, 273 Main Street
- Moto Pizza, 550 Waquoit Highway
- Osteria la Civetta, 133 Main Street
- Papa Jakes, 146 Sandwich Road
- Paul Harney Golf Enterprises, Inc., 74 Club Valley Drive
- Paul's Pizza, 14 Benham Road
- Pickle Jar Kitchen, 170 Main Street
- Quahog Republic Dive Bar, 97 Spring Bars Road
- Quahog Republic's Leaside Pub, 29 Railroad Avenue
- Quarterdeck Restaurant, 164 Main Street
- Ristorante Avellino, 339 East Falmouth Highway
- Romeo's, 75 Davis Straits
- Sacconnesset Golf Club, 132 Falmouth Woods Road
- Shipwrecked, 263 Grand Avenue
- Silver Lounge, 412 North Falmouth Highway
- Simply Divine Pizza, 271 Main Street
- Sweet Rice, 167 Teaticket Highway
- Taco Blanco, 870 Main Street, Unit E
- Tap City, 285 Main Street
- The Black Dog Heights Café, 465 Grand Avenue

- The Cape Club, 125 Falmouth Woods Road
- The Conference Table, 205 Worcester Court
- The Glass Onion, 37 North Mains Street
- The Golden Swan, 323-325 Main Street
- The Irish Goodbye Pint House, 444A North Falmouth Highway
- The Vine, 824 Main Street
- The Wharf, 286 Grand Avenue
- Tiger Ramen, 587 Main Street
- Timber, 23 Town Hall Square
- Water Street Kitchen, 56 Water Street
- Woho Provisions Watering Hole, 87 Water Street, Units 1 & 2

ALL ALCOHOL INNHOLDER with INNHOLDER

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

ALL ALCOHOL CLUB

- Cape Cod Curling Club, 37 Highfield Drive
- Cape Verdean Club of Falmouth, Inc. 126 Sandwich Road
- Falmouth Rod & Gun Club 25 Sportsman Lane
- Midway Trap & Skeet, 284 Old Meetinghouse Road
- Portuguese American Assn., 55 Ashumet Road

ALL ALCOHOL CLUB with COMMON VICTUALLER

- Amvets Falmouth Post 70, Inc., 336 Palmer Avenue
- Falmouth Elks Lodge #2380, 140 Palmer Avenue
- Falmouth Yacht Club, 290 Clinton Avenue
- Green Pond Yacht Club, 366 Menauhant Road
- Woods Hole Golf Club, 130 Quissett Avenue

ALL ALCOHOL PACKAGE STORE

- Falmouth Wine & Spirits, 322 Palmer Avenue
- Falmouth Food Mart & Liquor, 424 East Falmouth Highway, Unit A6
- Family Foods, 350 East Falmouth Highway
- John's Liquor Store, 729 Main Street
- Kappy's, 21 Spring Bars Road
- Kenyon's Market, 769 East Falmouth Highway
- Murphy's Package Store, 410 West Falmouth Highway
- North Falmouth Liquors, 362 North Falmouth Highway
- Old Barn Package Store, 20 Luscombe Avenue
- RJ's Variety & Liquors, 174 Sandwich Road
- Teaticket Market, 125 Teaticket Highway

- West Falmouth Market, 623 West Falmouth Highway

WINE & MALT RESTAURANT with COMMON VICTUALER

- Bangkok Thai Cuisine, 291 Main Street
- Crabapples, 553 Palmer Avenue
- Pizza I & Subs II, 769 East Falmouth Highway
- Seafood Sam's, 356 Palmer Avenue
- Silver Beach Piza & Seafood, 557 North Falmouth Highway, Bldg. A
- Steve's Pizzeria, 374 Main Street

WINE, MALT & CORDIAL RESTAURANT with COMMON VICTUALLER

- Country Fare, 319 Main Street
- Doggz & Hoggz, 781 Main Street

WINE, MALT & CORDIAL INNHOLDER

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

BREWERY – WINERY

- Aquatic Brewing, 661 Main Street
- Bad Martha's, 876 East Falmouth Highway
- Cape Cod Winery, 4 Oxbow Road

WINE & MALT PACKAGE STORE

- Garretts Family Market, 435 Palmer Avenue
- Holly Park Variety, 580A Route 28A
- Intergas, 607 Main Street
- Jack in the Beanstalk, 800 Gifford Street
- Ocean State Job Lots, 50 Teaticket Highway
- Wild Harbor General Store, 188-200 Old Main Road
- Windfall Market, 77 Scranton Avenue

COMMON VICTUALLER

- Bad Martha's, 876 East Falmouth Highway
- Betsy's Diner, 457 Main Street
- Burger King, 111 Teaticket Highway
- Cape Cod Bagels, 419 Palmer Avenue
- Cape Cod Winery, 4 Oxbow Road
- Coffee Obsession, 110 Palmer Avenue
- Coffee Obsession, 38 Water Street
- Coonamesett Farm, 277 Hatchville Road
- Dana's Kitchen, 881 Palmer Avenue
- Devour, 352 Main Street
- Dunkin Donuts, 4 Sandwich Road
- Dunkin Donuts, 363 East Falmouth Highway
- Dunkin Donuts, 1184 Sandwich Road

- Dunkin Donuts, 634 Holly Park Road
- Dunkin Donuts, 614 Main Street
- East Falmouth Subway, 236 East Falmouth Highway
- Falmouth Hospital Cafeteria, 100 Ter Heun Drive
- Le Bon Jour, 424 East Falmouth Highway, Unit A3
- Lobos House of Pizza, 338 East Falmouth Highway
- Mary Ellen's Portuguese Bakery, 829 Main Street
- McDonald's, 263 Teaticket Highway
- Moonakis Café, 460 Waquoit Highway
- Papa Gino's, 56 Davis Straits
- Peel Pizza, 31 Teaticket Highway
- Persy's Place, 40 North Main Street
- Pie in the Sky, 10 Water Street
- Prime Time House of Pizza, 286 Old Main Road
- Starbucks, 11 Davis Straits
- Subway, 137 Teaticket Highway
- Supreme Pizza, 147 Teaticket Highway
- Talk of the Town Diner, 587 Quaker Road
- Thai Kitchen, 258 Teaticket Highway
- The Blended Berry, 56 Davis Stratis
- The Buffalo Jump, 277 Hatchville Road
- The Portuguese, 424 East Falmouth Highway, Unit B101
- Vineyard Caribbean Cuisine, 279 Main Street

INNHOLDER LICENSE

- Admiralty Inn, 51 Teaticket Highway
- Falmouth Inn, 824 Main Street
- Shoreway Acres, 59 Shore Street

ENTERTAINMENT

- AMVETS, 336 Palmer Avenue
- Anchor Ale House, 100 Davis Straits
- Bad Martha's, 876 East Falmouth Highway
- Bucatino Restaurant & Wine Bar, 7 Nathan Ellis Highway
- Cape Arts & Entertainment, 60 Highfield Drive
- Cape Cod Winery, 4 Oxbow Road
- Cape Verdean Club, 126 Sandwich Road
- Captain Kidd Restaurant, 77 Water Street
- Casa Vallarta, 70 Davis Straits
- Coffee Obsession, 110 Palmer Avenue
- Coffee Obsession, 38 Water Street
- Coonamesett Farm, 277 Hatchville Road

- Coonamessett Inn, 311 Gifford Street
- Coonamessett Inn, 311 Gifford Street
- East End Tap, 734 Teaticket Highway
- Falmouth Yacht Club, 290 Clinton Avenue
- Flying Bridge Restaurant, 220 Scranton Avenue
- Green Pond Yacht Club, 336 Menauhant Road
- Grumpy's Pub, 29 Locust Street
- Highfield Hall & Gardens, 56 Highfield Drive
- Holiday Inn Falmouth, 291 Jones Road
- Jack's Restaurant and Bar, 327 Gifford Street
- La Cucina sul Mare, 237 Main Street
- Liam Maguires, 273 Main Street
- Moto Pizza, 550 Waquoit Highway
- Papa Jakes, 146 Sandwich Road
- Portuguese American Assn. 55 Ashumet Road
- Pickle Jar Kitchen, 170 Main Street
- Pie in the Sky, 10 Water Street
- Quahog Republic Dive Bar, 97 Spring Bars Road
- Quahog Republic's Leaside Pub, 29 Railroad Avenue
- Quarterdeck Restaurant, 164 Main Street
- Sacconnesset Golf Club, 132 Falmouth Woods Road
- Seacrest Concessionaire, 350 Quaker Lane
- Shipwrecked, 263 Grand Avenue
- Simply Divine Pizza, 271 Main Street
- Silver Lounge, 412 North Falmouth highway
- The Black Dog Heights Café, 465 Grand Avenue
- The Cape Club, 125 Falmouth Woods Road
- The Conference Table, 295 Worcester Court
- The Irish Goodbye Pint House, 444A North Falmouth Highway
- The Wharf, 286 Grand Avenue
- Timber, 23 Town Hall Square
- Tony Andrews Farm, 394 Old Meetinghouse Road
- West Falmouth Library, 575 West Falmouth Highway
- Woho Provisions Watering Hole, 87 Water Street, Units 1 & 2
- Woods Hole Golf Club, 130 Quissett Avenue

SUNDAY ENTERTAINMENT

- Bad Martha's, 876 East Falmouth Highway
- Bucatino Restaurant & Wine Bar, 7 Nathan Ellis Highway
- Cape Cod Winery, 4 Oxbow Road
- Captain Kidd, 77 Water Street
- Casa Vallarta, 56 Davis Straits
- Coonamessett Farm, 277 Hatchville Road

- Coonamessett Inn, 311 Gifford Street
- Falmouth Yacht Club, 290 Clinton Avenue
- Flying Bridge Restaurant, 220 Scranton Avenue
- Grumpy's, 29 Locust Street
- Highfield Hall & Gardens, 56 Highfield Drive
- Holiday Inn Falmouth, 291 Jones Road
- La Cucina sul Mare, 237 Main Street
- Liam Maguires, 273 Main Street
- Pie in the Sky, 10 Water Street
- Portuguese American Assn., 55 Ashumet Road
- Quahog Republic's Leaside Pub, 29 Railroad Avenue
- Sacconnesset Golf Club, 132 Falmouth Woods Road
- Seacrest Concessionaire, 350 Quaker Lane
- Shipwrecked, 263 Grand Avenue
- The Cape Club, 125 Falmouth Woods Road
- The Irish Goodbye Pint House, 444A North Falmouth Highway
- The Wharf, 286 Grand Avenue
- West Falmouth Library, 575 West Falmouth Highway
- Woho Provisions Watering Hole, 87 Water Street, Units 1 & 2

AUTOMATIC AMUSEMENT DEVICE

- DJ's Family Sports Pub, 872 Main Street
- Falmouth Elks, 140 Palmer Avenue
- Grumpy's Pub, 29 Locust Street
- Pizza I & Subs II, 769 East Falmouth Highway
- Quahog Republic Dive Bar, 97 Spring Bars Road
- Seacrest Concessionaire, 350 Quaker Road
- Shipwrecked, 263 Grand Avenue

MOTOR VEHICLE CLASS I

- O'Hara's Motors, 50 Spring Bars Road
- Pier 37, 64 Scranton Avenue

MOTOR VEHICLE CLASS II

- Braga's Auto Sales, 227R Main Street
- Costa's Auto Body Co., 222 Carriage Shop Road
- Cid's Auto Brokers, 91 Carl Landi Circle
- Excel Auto Sales & Repair, 94 East Falmouth Highway
- Falmouth Auto Center, 614 East Falmouth Highway
- Falmouth Auto Works, 151 Worcester Court
- Falmouth Motorcar, 716 Teaticket Highway
- Frank Battles Used Car & Trucks, 14 Depot Avenue
- Frank's Auto Sales, 442-R - 444 East Falmouth Highway

- M&N Auto Mall, Inc., 20A Village Common Drive
- Reine Trucking, 9 Hayway Road
- Route 28 Auto Center, 550 East Falmouth Highway
- Sandi's Auto Sales, 45 Simpson Lane
- Savon Hatem, 561 Thomas Landers Road

MOTOR VEHICLE CLASS III

- Falmouth Salvage, 9 Hayway Road

TAXI – LIMOUSINE

- AA Taxi, 90 Boxberry Hill Road
- Falmouth Taxi, 424 East Falmouth Highway, Unit A1
- White Tie Limousine, 292 Teaticket Highway

FORTUNE TELLER

- The Holistic Swan, 628 West Falmouth Highway

OPEN SESSION

BUSINESS

6. Consider the authorization to pursue State Legislation to amend the septic tax credit in Schedule SC from non-refundable to refundable **(15 minutes)**



ITEM NUMBER: Business 6.

ITEM TITLE: Consider the authorization to pursue State Legislation to amend the septic tax credit in Schedule SC from non-refundable to refundable.

MEETING DATE: 12/16/2024

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

SUBMITTED BY: Mike Renshaw, Town Manager

ATTACHMENTS: Department of Revenue letter of 10/30/2024

PURPOSE:

The Water Quality Management Committee (WQMC) seeks approval of the Select Board to pursue a change to the Massachusetts Septic Tax Credit (Schedule SC).

BACKGROUND/SUMMARY:

- The Water Quality Management Committee voted on October 23, 2024 to seek Select Board approval to pursue a change in state legislation to make the tax credit refundable on state income taxes. The existing tax credit can only be applied against a household's state income tax liability – i.e., it is not refundable.
- Eligibility for this Septic Tax Credit outlined in M.G.L. c. 62, § 6(i) was recently expanded by state legislation to households that install best available nitrogen reducing septic systems (AKA "I/As") pursuant to requirements of a watershed permit.
- The WQMC is in the process of developing proposed watershed permits requirements. One element being considered is creating zones within Massachusetts Department of Environmental Protection designated Nitrogen Sensitive Areas in which all households

will be required to install best available nitrogen reducing septic systems. The Septic Tax Credit is a mechanism for households to seek reimbursement for a portion of the cost of installing systems to comply with this proposed regulation.

- The proposed change to the Septic Credit would allow people to receive a refundable payment from the Commonwealth if the amount of state income tax owed is less than the amount of the credit. This change will assist lower- to middle-income households to offset the high costs associated with installation of nitrogen reducing I/A septic systems for those qualified homeowners living in Nitrogen Sensitive Areas.
- On October 23, 2024 the Water Quality Management Committee voted the following recommendation to the Select Board:

The Water Quality Management Committee recommends to the Select Board a change in State Legislation for the tax credit specific to "Massachusetts Department of Revenue Schedule SC Septic Credit for Repairing or Replacing a Failed Cesspool or Septic System". The recommended change involves pursuing State Legislation to alter the tax credit in Schedule SC from non-refundable to refundable. Whereas a non-refundable tax credit is used to offset/reduce a taxpayer's total tax due, a refundable tax credit is issued to the taxpayer regardless of tax owed.

- Adopting the proposed change to the Septic Tax Credit would result in a revenue loss for the Commonwealth. As such, it may be difficult to gain approval of the state legislature and the Governor. Gaining support of surrounding communities may improve the prospects for success.

DEPARTMENT RECOMMENDATION:

The Town Manager recommends that the Select Board vote to endorse a change to the Septic Tax Credit to make it refundable; authorize the Town Manager to draft a letter for Select Board consideration to be submitted to state legislators and Governor Healy; and authorize representatives of the Water Quality Management Committee to seek support for this legislation from surrounding communities and state legislators.

OPTIONS:

- Motion to endorse a change to the Septic Tax Credit to make it refundable; authorize the Town Manager to draft a letter for Select Board consideration to be submitted to state legislators and Governor Healy; and authorize representatives of the Water Quality

Management Committee to seek support for this legislation from surrounding communities and state legislators.

- Motion not to support the proposed change to the Septic Tax Credit.
- Board defined alternative.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

*No matching funds required.

FINANCE DIRECTOR COMMENTS (IF APPLICABLE):

N/A

TOWN MANAGER COMMENTS:

The Town Manager recommends that the Select Board vote to endorse a change to the Septic Tax Credit to make it refundable; authorize the Town Manager to draft a letter for Select Board consideration to be submitted to state legislators and Governor Healy; and authorize representatives of the Water Quality Management Committee to seek support for this legislation from surrounding communities and state legislators.

Michael Renshaw

Town Manager

12/10/2024

Date



GEOFFREY E. SNYDER
COMMISSIONER

REBECCA H. FORTER
DEPUTY COMMISSIONER

The Commonwealth of Massachusetts

Department of Revenue Rulings and Regulations Bureau

P.O. Box 9566

Boston, MA 02114-9566

October 30, 2024

Stephen Leighton
Water Quality Management Committee
Falmouth MA.
sbleighton@verizon.net

Dear Stephen Leighton,

Your recent inquiry regarding the eligibility requirements to claim the Title 5 septic credit was forwarded to me for review and response.

Taxpayers who repair or replace a failed septic system may be entitled to a credit ("Title 5 credit") against personal income tax due. G.L. c. 62, § 6(i). In general, a septic system that is repaired or replaced must have been determined to be a "failed system" pursuant to an inspection performed prior to such repair or replacement. [TIR 97-12: Personal Income Tax Credit for Failed Cesspool or Septic System Title 5 Expenditures.](#)

[TIR 99-5: The Title 5 Credit and Federally Mandated Sewer Connections](#) allowed taxpayers who connect to a sewer system pursuant to a federal court order, consent decree, or similar mandate from a federal court of competent jurisdiction to take the Title 5 credit. DOR [Directive 01-6: The Title 5 Credit and State Mandated Sewer Connections](#) extended the Title 5 credit to taxpayers who connect to a sewer system pursuant to an Administrative Consent Order from the Massachusetts Department of Environmental Protection ("DEP"), a Massachusetts state court order, consent decree, or similar mandate from a state court of competent jurisdiction.

The legislature recently amended G.L. c. 62, § 6(i) to allow the Title 5 credit to taxpayers who repair, replace, or upgrade a cesspool or septic system or who connect to a sanitary sewer collection system, if such repair, replacement, upgrade or sewer connection is required pursuant to the provisions of Title 5 of the State Environmental Code, 310 CMR 15.000, a watershed permit issued by the DEP, or other requirements or conditions for implementation of the watershed permit imposed by the permittee or the DEP.

This amendment clarifies that eligible repairs, replacements, upgrades, or connections shall include, but not be limited to: (1) upgrades to best available nitrogen reducing technology pursuant to 310 CMR 15.215(2)(a) or (2)(d)1, or pursuant to the requirements of a watershed permit issued in accordance with 314 CMR 21.00; and (2) connections to a sewer pursuant to the requirements of a watershed permit. [Working Draft TIR: Tax Provisions in the Fiscal Year 2025 Budget](#) Section II (c).

Stephen Leighton
October 30, 2024
Page two

The credit is generally available to eligible taxpayers beginning in the tax year in which the work required to repair, replace, or upgrade a septic system or connect to a sewer was "completed." See G.L. c. 62, § 6(i); TIR 97-12. For purposes of claiming the credit, such year is the year stated in the verification letter. Taxpayers claiming the Title 5 credit must attach a copy of the verification letter to Schedule SC when filing their Form 1 or Form 1-NR/PY.

Generally, if a system is repaired, replaced, upgraded, or connected and does not meet the requirements as stated in TIR 97-12, TIR 99-5, DD 01-6 or pursuant to 310 CMR 15.215(2)(a) or (2)(d)1, or pursuant to the requirements of a watershed permit issued in accordance with 314 CMR 21.00, a taxpayer will not be eligible to claim the Title V septic credit.

Very truly yours,

John E. Tully

John E. Tully, Tax Counsel
Rulings and Regulations Bureau

#600536

Proposed Change to the Septic Tax Credit

Update to the Select Board

Jon Kaufman & Steve Leighton
Water Quality Management Committee
December 16, 2024

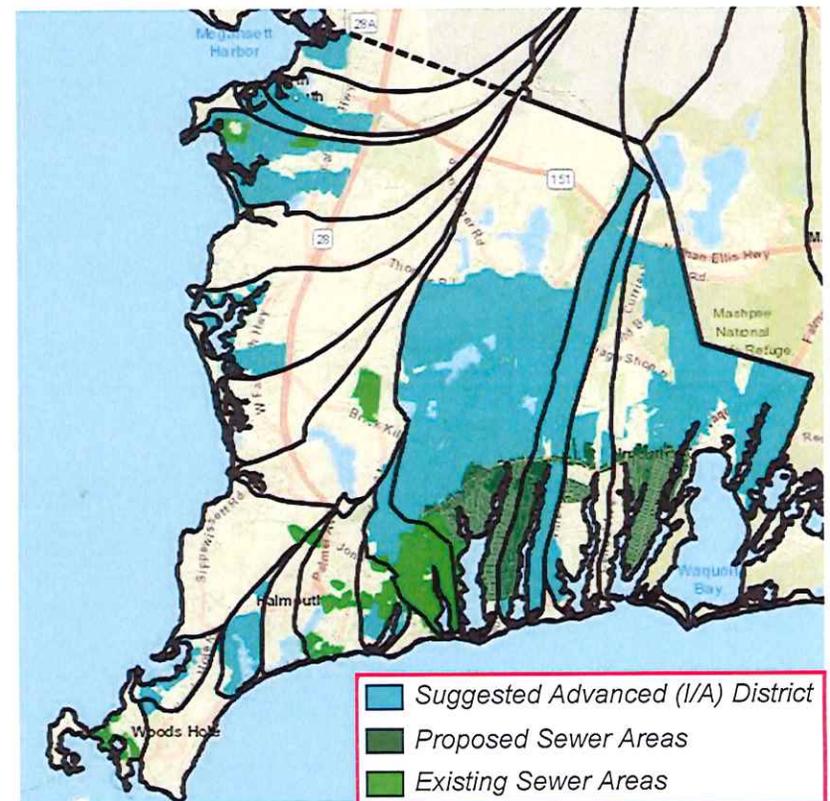
Purpose

- The WQMC is seeking the endorsement of the Select Board to pursue a change to the State Septic Tax Credit (Schedule SC) that would increase accessibility to the credit by converting it from a Non-Refundable to a Refundable Tax Credit

Background Information

- The WQMC has identified >7,600 parcels in Falmouth's NSA watersheds (>40% of total NSA watershed parcels) where Advanced I/A Septic Systems may be required to meet Nitrogen TMDLs in the Town's estuaries
- The conversion of existing septic systems to Advanced I/A Systems will come at a considerable expense to homeowners required to make the upgrade, or construct a new septic system
- Schedule SC allows for eligible homeowners to take a non-refundable State Tax Credit, up to \$18,000 over 6 years, to cover the cost of replacing/repairing a failed Septic System, including sewer connections & I/A Systems
 - **Non-Refundable: offset/reduce total tax due**
- The DOR has confirmed the Septic Tax Credit applies to cases where homeowners upgrade a Septic System to "Best Available Nitrogen Reducing Technology" such as an Advanced I/A System

Preliminary Map of Areas Recommended for Advanced Septic Systems



WQMC Nov. 6, 2024 Presentation

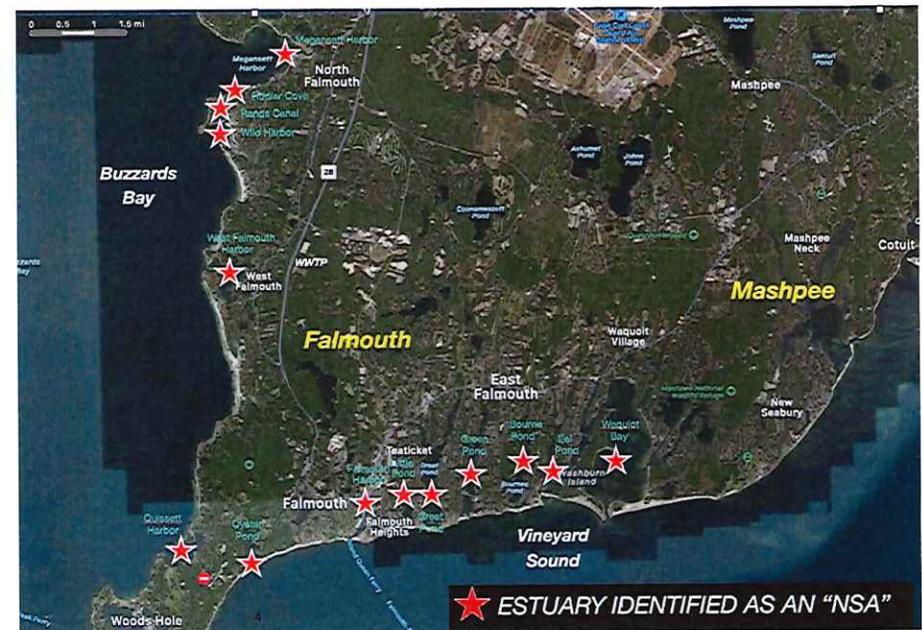
WQMC Proposal

- *The Water Quality Management Committee recommends a change in State Legislation for the tax credit specific to “Massachusetts Department of Revenue Schedule SC Septic Credit for Repairing or Replacing a Failed Cesspool or Septic System”. The recommended change involves pursuing State Legislation to alter the tax credit in Schedule SC from non-refundable to refundable. Whereas a non-refundable tax credit is used to offset/reduce a taxpayer’s total tax due, a refundable tax credit is issued to the taxpayer regardless of tax owed.*

Benefits of the Proposed Tax Credit Change

- A Refundable Septic Tax Credit ensures that all eligible Massachusetts residents, regardless of income and tax owed, will be able to claim this credit
 - The current Septic Tax Credit “penalizes” lower income homeowners
- The funds for a Refundable Tax Credit are the responsibility of the State, not the Town
- If the proposed change to the Septic Tax Law is successful, the need for any subsidy from the town could be correspondingly reduced.

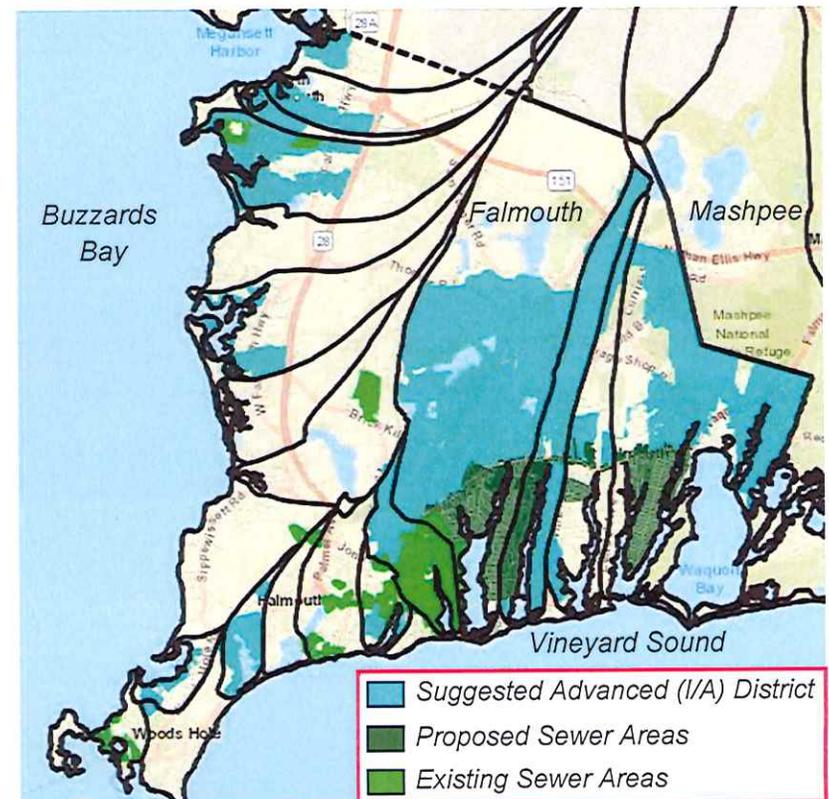
Map of Falmouth's Nitrogen Sensitive Areas as Defined by the Mass DEP



Next Steps

- Assuming approval by the Select Board to move forward with the proposed State Tax Law change, the following steps will be taken:
 1. Reach out to other Massachusetts towns impacted by the Mass DEP requirements for cleaning NSAs and discuss the proposed tax law change
 2. Contact key local State Legislators (e.g., David Vieira, Thomas Moakley, & Dylan Fernandes) and seek their support for, and input to the proposed legislation. This includes recommendations on how best to advance this legislation forward through Massachusetts' legislative process.
 3. The WQMC will act on additional suggestions by the Select Board.

Preliminary Map of Areas Recommended for Advanced Septic Systems



WQMC Nov. 6, 2024 Presentation

Questions?



Appendix 1: Falmouth Median Household Income*

Income

\$57,864

Per capita income

a little higher than the amount in Barnstable County: \$55,940

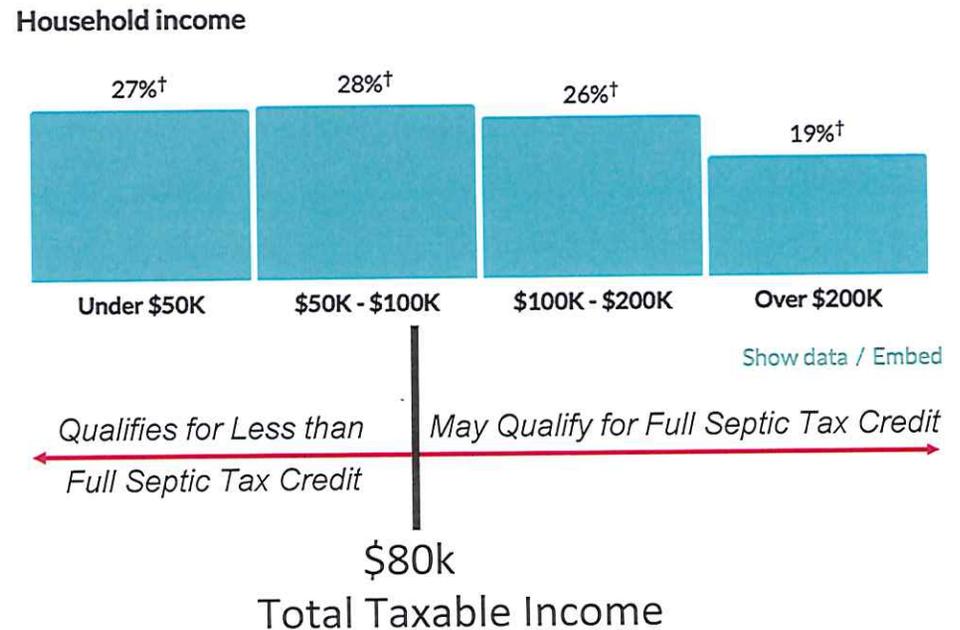
about 10 percent higher than the amount in Massachusetts: \$53,513

\$89,809

Median household income

about the same as the amount in Barnstable County: \$90,447

about 90 percent of the amount in Massachusetts: \$96,505



*2022 Census Data

Appendix 2: Sewering in Falmouth's Nitrogen Sensitive Areas

Approximate number of parcels in Nitrogen Sensitive Areas:

18,400

Approximate number of parcels sewered in Nitrogen Sensitive Areas:

1,680

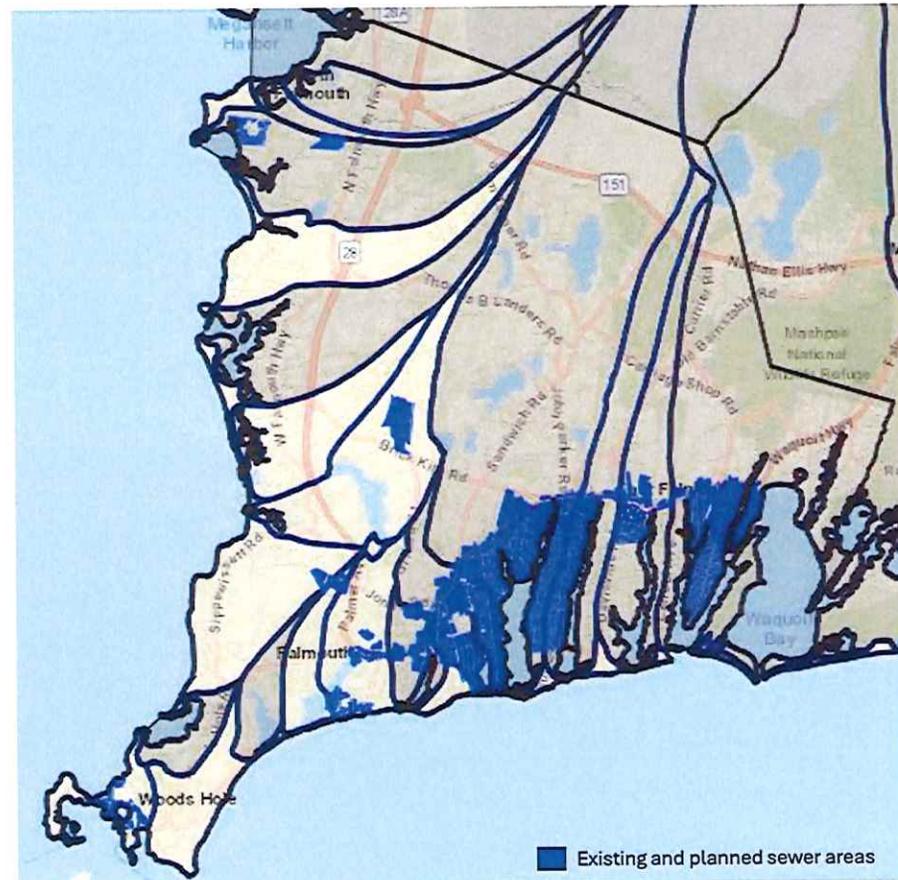
Approximate number of parcels in planned and proposed sewer areas identified in the 2019 Comprehensive Wastewater Management Plan (CWMP)¹:

3,500

Total number of parcels to be sewered in Nitrogen Sensitive Areas:

5,180

¹ – includes Great Pond (Teaticket/Acapeskept), Bourne Pond (Fisherman's Cove), Waquoit (Antler Shores, Seacoast Shores, Seapit). Does not include Oyster Pond or Falmouth Harbor. Solely a parcel count and not the number of sewer connections.



OPEN SESSION

BUSINESS

7. Authorize allocation of \$101,011.28 in American Rescue Plan Act for Main Library window replacements **(10 minutes)**



AGENDA ITEM SUMMARY SHEET

ITEM NUMBER: Business 7.

ITEM TITLE: Authorize Allocation of \$101,011.28 in American Rescue Plan Act (ARPA) funds for Main Library Window Replacements

MEETING DATE: 12/16/2024

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

SUBMITTED BY: Mike Renshaw, Town Manager

ATTACHMENTS: None

PURPOSE:

The Select Board is asked to allocate the remaining balance from a prior authorization of American Rescue Plan Act (ARPA) funds to the Main Library window replacement project that came in under budget.

BACKGROUND/SUMMARY:

- In June of 2020, the Board authorized an allocation of \$200,000 in ARPA funds for chemical feed upgrades at the Crooked Pond (potable water) Treatment Facility. That project has now been completed and there is a remaining balance of ARPA funds in the amount of \$101,011.28.
- Per federal regulation, ARPA funds must be 'obligated' by December 31, 2024, meaning the funds must be committed to a project that is under contract. The funds must be expended by December 31, 2026.

- A bid for the Main Library window replacement project was recently opened and the bid cost exceeds available funds by \$43,377 without any allowance for contingencies.
- The balance of funds presently available to complete this project is \$446,738. The bid price is \$490,115. A contingency is important for any renovation of an historic structure. Adding a 10% contingency of \$49,012 brings the shortfall to \$92,389.
- If approved, the Town would spend the \$101,011.28 in ARPA funds first, before drawing down any Town funds for the library windows project to ensure that all authorized ARPA funds are expended.
- If ARPA funds are not allocated for the window replacement project, the scope of the project will need to be reduced, and fewer windows will be replaced.

DEPARTMENT RECOMMENDATION:

The Town Manager recommends the Board vote to authorize the allocation of \$101,011.28 in ARPA funds for the Main Library Window Replacement project.

OPTIONS:

- Motion to authorize the allocation of \$101,011.28 in ARPA funds for the Main Library Window Replacement project.
- Motion to deny the use of \$101,011.28 in ARPA funds for the Main Library Window Replacement project.

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 the Select Board vote to authorize the allocation of \$101,011.28 in ARPA funds for the Main Library Window Replacement project.

Michael Renshaw

Town Manager

12/10/2024

Date

OPEN SESSION

BUSINESS

8. Consider voting to approve one-year extension of the lease of the Falmouth Country Club golf course, 630 Carriage Shop Road, to Troon Golf, LLC **(10 minutes)**



AGENDA ITEM SUMMARY SHEET

ITEM NUMBER: Business 8.

ITEM TITLE: Consider voting to approve one-year extension of the lease of the Falmouth Country Club golf course, 630 Carriage Shop Road, to Troon Golf, LLC.

MEETING DATE: 12/16/2024

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

SUBMITTED BY: Peter Johnson-Staub, Assistant Town Manager

ATTACHMENTS: Troon Lease Extension Agreement DRAFT 12/06/2024

PURPOSE:

The Select Board is asked to consider approval of a one-year extension of the lease of the Falmouth Country Club to the current operator Troon Sports, LLC.

BACKGROUND/SUMMARY:

- The current lease expires at the end of calendar year 2024.
- Town Counsel has advised that the existing lease can be extended with the current operator for one year with some amendments to the financial provisions of the expiring lease given present circumstances.
- Staff recommend the Board enter a one-year extension of the existing lease with Troon Sports, LLC and issue a new RFP, with a 25-year term, beginning January 1, 2026.

- The attached lease agreement was drafted by Town staff after conferring with representatives of Troon. It appears the parties are close to agreement. As of the writing of this memo, the Town is awaiting final approval from Troon Sports.
- The form of the agreement has been reviewed by Town Counsel.
- Assuming golf course revenues are similar to what they have been for the past three years, this agreement will generate sufficient Town revenues to cover debt service and with an anticipated surplus for capital investment.
- The draft agreement includes two changes sought by the Town:
 - The proposed \$25,000 payment in lieu of taxes is replaced with payment of full real estate and personal property taxes for the assessed value of the leased premises per general law. The estimated tax would be over \$52,000.
 - The Town capital contribution reflects the \$195,000 already approved by Town Meeting for replacement of a gasoline storage tank and purchase of a pesticide storage container.
- The cart lease provision is not ideal but represents the best path forward under the circumstances. Staff are confident that a new tenant will be secured prior to the end of calendar year 2025 and the Town will be able to require that the new tenant assume the lease from Troon Sports, if Troon is not the selected tenant.
- The only alternative to negotiating an extension of the existing lease would require closing the Falmouth Country Club for several months or more.

DEPARTMENT RECOMMENDATION:

The Town Manager recommends the Board authorize the Town Manager to execute a one-year lease extension agreement with Troon Sports, LLC as submitted, provided that the Town Manager is authorized to make insubstantial changes to any provisions, which may include amendments to financial provisions that are not greater than 5% of estimated gross golf course revenues but shall not include a term to exceed one year.

OPTIONS:

- Motion to authorize the Town Manager to execute a one-year lease extension agreement with Troon Sports, LLC as submitted, provided that the Town Manager is authorized to make insubstantial changes to any provisions, which may include amendments to financial

provisions that are not greater than 5% of estimated gross golf course revenues but shall not include a term to exceed one year.

- Motion to execute a one-year lease extension agreement with amendments defined by the Select Board.

- Motion to close the course until such time as a new lease can be awarded through a competitive request for proposals process.

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 the Board authorize the Town Manager to execute a one-year lease extension agreement with Troon Sports, LLC as submitted, provided that the Town Manager is authorized to make insubstantial changes to any provisions, which may include amendments to financial provisions that are not greater than 5% of estimated gross golf course revenues but shall not include a term to exceed one year.

Michael Renshaw

Town Manager

12/12/2024

Date

FALMOUTH COUNTRY CLUB
LEASE AMENDMENT AND EXTENSION AGREEMENT

This Lease Amendment and Extension Agreement (the "Agreement") is made as of this _____ day of _____, 2024 by and between the **Town of Falmouth**, a municipal corporation with an address of 59 Town Hall Square, Falmouth MA 02540 (the "Landlord") and **Troon Golf, LLC**, a Limited Liability Company with an address of 15044 N. Scottsdale Road, Suite 300, Scottsdale, AZ 85254 (the "Tenant"), who agree as follows:

WHEREAS, the Landlord and Tenant entered into a certain Lease Agreement dated March 2, 2015, as amended by the Renewal and Amendment of Lease Agreement dated October 22, 2019 (together, the "Lease," attached hereto as Exhibit A), covering Town of Falmouth property known as the Falmouth Country Club in Falmouth, Massachusetts, being the same premises as detailed in Exhibit A (the "Property");

WHEREAS, the Request for Proposals issued August 8, 2014 solicited proposals to lease the Property for up to fifteen years;

WHEREAS, the Tenant and the Landlord now mutually seek to amend and extend the Lease through December 31, 2025;

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement and for other good and valuable consideration, the Landlord and Tenant hereby agree to amend the Lease as follows:

1. **Lease Term**: The Landlord and Tenant agree to extend the Lease Term for one (1) additional year. The Term of the Lease shall herein be amended and the Lease shall now terminate on **December 31, 2025**.
2. **Article 7, Specifications B Golf Carts**: The following new paragraph will be inserted at the end of Article 7, Specifications (B):

In the event that Tenant enters into new leases for golf carts, beverage carts and/or range cart vehicles at the Property prior to March 1, 2025, the Landlord shall assume responsibility for such leases at the termination of this Agreement, unless the (i) Agreement is further extended, (ii) the parties enter into a new lease agreement, or (iii) a successor Tenant agrees to assume responsibility for the golf cart lease at the termination of the Agreement. Tenant agrees to afford the Landlord an opportunity to review the leases prior to execution; provided, however, Tenant shall have the sole discretion to enter into the leases as long as they are commercially reasonable based on industry standards.

3. **Article 18 – Rent and Payment** is hereby amended as follows:

- a. 18A Base Rent: This section is stricken and will be replaced with the following:

Tenant will pay the Landlord an Annual Base Fee of \$400,000 inclusive of Base Rent, Pro Shop Rent and Food & Beverage Rent. The payment schedule shall remain unchanged from previous Agreement as amended.

- b. Article 18B Revenue Share: This section is stricken and will be replaced with the following:

Tenant shall pay to the Landlord a Revenue Share calculated on Golf Revenues, and a separate Revenue Share calculated on Food/Beverage and Shop Revenues, combined, (as defined below) equal to a defined percentage that exceed set Annual Thresholds for the 2025 Calendar Year Revenues as described below:

- i. Golf Revenues – 35% of Gross Golf Revenue that exceeds a first Annual Threshold of \$2,000,000 but are less than or equal to \$2,249,999 and 50% of Gross Golf Revenue that exceed a second Annual Threshold of \$2,500,000. “Gross Golf Revenue” shall mean gross receipts from green fees, cart fees, range fees, activity cards, membership fees, rental clubs and handicap fees for calendar year 2025. The Revenue Share on Golf Revenues shall be paid on March 1, 2026.
- ii. Food & Beverage / Shop Revenues – 10% of Gross Food & Beverage / Shop Revenue (combined) that exceeds an Annual Threshold of \$200,000. “Food & Beverage / Shop Revenue” means revenue generated from food & beverage retail sales to include room rental fees, food sales, beverage and alcohol sales, and revenue generated from pro shop sales, less rental clubs and handicap fees. The Revenue Share on Food & Beverage / Shop Revenues shall be paid on March 1, 2026.
- iii. Instruction - There will be no percentage rent paid on golf instruction, camps or lessons.

4. Article 19C Maintenance Equipment: This section is stricken and will be replaced with the following:

The Falmouth Annual Town Meeting has approved \$195,000 for replacement of fuel storage tanks and for purchase of a pesticide storage building at the Falmouth Country Club. In light of said planned capital expenditures, the Landlord shall not provide funds for Maintenance Equipment during calendar year 2025.

5. Article 23 Taxes: This section is stricken and will be replaced with the following:

The Tenant shall be responsible for payment of real estate and personal property taxes pursuant to M.G.L. c. 59 however, that the Tenant's total liability for such taxes shall not exceed \$55,000.

Except as amended herein, all other terms and conditions of the Lease shall remain in full force and effect and are herein ratified and affirmed.

WITNESS the execution hereof, under seal, in any number of counterparts copies, each of which counterpart copies shall be deemed to be an original for all purposes as of the day and year first above written.

TENANT:

Jeff Hansen, EVP and General Counsel
Troon Golf, LLC

LANDLORD:
TOWN OF FALMOUTH

Michael Renshaw
Town Manager
Town of Falmouth

As voted by the Select Board on

Approved as to Form:

Maura E. O'Keefe
Town Counsel

OPEN SESSION

BUSINESS

9. FY26 Operating Budget Presentation **(20 minutes)**



AGENDA ITEM SUMMARY SHEET

ITEM NUMBER: Business 9.

ITEM TITLE: FY26 Operating Budget Presentation

MEETING DATE: 12/16/2024

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

SUBMITTED BY: Mike Renshaw, Town Manager

ATTACHMENTS: Proposed FY26 Budget PowerPoint Presentation; FY26 Budget Message

PURPOSE:

The Town Manager will be presenting the proposed FY26 operating budget to the Select Board for discussion and a possible vote to move the proposed FY26 operating budget to the Finance Committee for its review.

BACKGROUND/SUMMARY:

- The Falmouth Home Rule Charter provides that a comprehensive budget, including all Town functions and a related Budget Message, be submitted to the Select Board prior to the first day of January, and for the Board to transmit the budget to the Finance Committee prior to January 16.
- The FY26 budgeting process was a challenge as a result of inflationary pressures as well as the need to adjust salary and wages to retain competitive recruitment and retention advantage within the Cape Cod market.

- The proposed FY2026 Operating Budget is balanced and based on conservative revenue estimates.
- While the FY26 overall budget represents an increase from FY25 due in large measure to necessary salary and wage adjustments and inflationary pressures to include rising health insurance costs, I believe it addresses multiple and important strategic priority areas identified by the Select Board.

DEPARTMENT RECOMMENDATION:

The FY26 Budget is being presented for discussion purposes. While the Select Board may choose to vote to transmit the budget to the Finance Committee to begin its detailed review, the Board may also opt to postpone this action until its next meeting on January 6, 2025.

OPTIONS:

- Motion to transmit the FY26 budget to the Finance Committee to allow the Committee to begin its important review work in a timely manner.
- Motion to delay action until the next scheduled Select Board meeting on January 6, 2025.

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 FY26 Budget is being presented for discussion purposes. While the Select Board may choose to vote to transmit the budget to the Finance Committee to begin its detailed review in a more timely manner, the Board may also opt to postpone this action until its next meeting on January 6, 2025.

Michael Renshaw

Town Manager

12/10/2024

Date

FY2026 Budget Presentation



Select Board - December 16, 2024

Presentation Overview

- ▶ Guiding Principles
- ▶ Strategic Plan Priorities
- ▶ Proposed Budget Expenditures and Revenues
- ▶ Conclusions & Next Steps

Guiding Principles

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

Strategic Plan Priorities

- ▶ Housing
- ▶ Energy and Sustainability
- ▶ Financial and Economic Stability
- ▶ Health and Public Safety
- ▶ Management of Coastal/Natural Resources & Infrastructure
- ▶ Organizational Effectiveness & Community Engagement
- ▶ Water, Water Conservation, Wastewater & Solid Waste Management

Resources Allocated to Strategic Priorities

- ▶ Appropriation of \$950,000 to Falmouth Affordable Housing Fund
- ▶ Low-cost targeted funding of \$89,957 to Building, Planning and Zoning Board of Appeals (strengthens planning and permit review for housing)
- ▶ Targeted funding to Public Safety
- ▶ Necessary increases in operating expenses in water, wastewater and waste management to maintain services
- ▶ Budget developed to promote and increase financial and economic stability

Overview

▶ Total Recommended Revenues	\$182,734,785
Operating Budget	\$173,846,989
State & County Assessments	\$ 5,662,786
<u>Other Appropriations</u>	<u>\$ 3,215,562</u>
▶ Combined Total Appropriations	\$182,725,337

Budget Revenues and Expenditures

- ▶ Budget Drivers and Estimated Revenues are on the next two slides.
- ▶ Debt Service has been excluded from the analysis since the reduction in FY2026 debt service is offset by a transfer to the Capital and Debt Stabilization Fund (also excluded)
- ▶ The FY2025 (prior year) Transfer to the Capital Stabilization Fund of \$5,500,000 and corresponding free cash funding source has been excluded from the analysis so as not to skew the analysis

Budget Drivers - Expenses

Expenditure Group	Increase in Percent	Increase in Dollars
Wages	7.26%	\$2,835,408
Employee Benefits & Insurance	9.8%	2,947,562
Education (Schools and VocTech)	5.4%	3,349,385
Reduction in Other Appropriations	-9.9%	-818,814
All Other Operating Expenses	1.1%	<u>975,246</u>
Total	6.6%	\$9,288,787

Estimated Revenue Increases From Prior Year

Revenue Type	% Inc	Dollar Increase
Property Tax	2.74%	\$3,520,662
State Revenue	2.0%	282,342
Local Estimated Receipts	19.1%	5,261,452
Other Available Funds		<u>224,331</u>
Total Revenue Increases		\$9,288,787

Revenues - Property Tax

Description	Dollar Amount
Base Levy (Prior Year Est. Levy Limit)	\$119,987,499
2.5% Increase in Base Levy	2,999,687
New Growth Estimate	900,000
Debt Exclusions	9,216,157
Cape Cod Commission	602,042
Excess Levy Capacity	<u>-1,500,671</u>
Total Taxable Amount	\$132,204,714

Next Steps

- ▶ Select Board votes to send the recommended budget, with or without amendments to the Finance Committee on or before January 16th for an in-depth review of the recommended budget.
- ▶ Finance Committee to begin their weekly meetings on January 8.



TOWN OF FALMOUTH
Office of the Town Manager & Select Board
59 Town Hall Square, Falmouth, Massachusetts 02540
Telephone: (508) 495-7320
townmanager@falmouthma.gov

FY2026 BUDGET MESSAGE

Submitted to Falmouth Select Board
December 16, 2024

The Falmouth Home Rule Charter provides that a comprehensive budget, including all Town functions and a related Budget Message, be submitted to the Select Board prior to the first day of January, and for the Board to transmit the budget to the Finance Committee prior to January 16. I respectfully submit this Budget Message and the attached Fiscal Year 2026 Budget to the Select Board for your review.

INTRODUCTION

My office, in collaboration with each of the Town departments, was guided by the following four principals in the development of the recommended FY26 budget:

- Address the policy priorities of the Select Board within the constraints of sound fiscal management practices;
- Ensure long-term fiscal stability by relying on conservative revenue estimates and avoiding unsustainable staffing and expenditure levels;
- Maintain basic services relied upon by residents and businesses before considering new service enhancements;
- Promote transparency and community engagement by highlighting the most significant changes;

The FY26 budget represents a balanced plan to maintain existing service levels and to make targeted investments in several critical areas consistent with the Select Board's key strategic priorities that are identified and re-visited annually during strategic planning workshop meetings. The current Select Board Strategic Plan for Fiscal Years 2023-2027 includes the following strategic priorities:

- I. Housing
- II. Energy and Sustainability
- III. Financial and Economic Stability
- IV. Health and Public Safety
- V. Management of Coastal/Natural Resources & Infrastructure
- VI. Organizational Effectiveness & Community Engagement
- VII. Water, Water Conservation, Wastewater & Solid Waste Management

The budget includes targeted funding for affordable housing, along with organizational restructuring of one position in the Planning Department and another in the Building Department. The budget also includes additional resources for the Zoning Board of Appeals to support permitting review of increased housing development activity.

Electricity expenses have remained stable or decreased due to efforts to promote solar energy and a focused effort to evaluate and reduce the Town's energy use. The schools are working with town personnel to evaluate and reduce energy inefficiency in school facilities, leading to a budgeted reduction in costs.

There has been a significant effort to support the growing need for public safety resources, technology and upgraded or new facilities over the last several years. At this time, both the Police and Fire Departments are fully staffed. The cost of new positions in the Fire Department and a newly negotiated contract with two of three police unions have been fully absorbed into the FY2026 Proposed Budget. A new appropriation of \$175,200 was added to the Consolidated Communications Department to hire per diem dispatchers to supplement full-time staffing levels. The Marine & Environmental Services Department includes additional funding for dredging to support coastal resources and infrastructure.

The Water and Wastewater Divisions include additional costs in the areas of sludge removal, chemicals and basic operating supplies needed to maintain current service levels.

Financial and Economic Stability is the guiding principle and has provided the key framework for all budget decisions. The Town has a long history of using conservative revenue estimates and avoiding unsustainable staffing and expenditure levels. This policy has been continued into the preparation of the Town Manager's FY26 Recommended Budget.

The Town's current financial position is strong thanks to the disciplined budget practices followed by the Select Board, the Finance Committee, and prior administrations for over a decade. Reserve levels are at the high end of the ranges identified in the Select Board's adopted Fiscal Policies. Free cash certified at the close of FY24 was \$22,953,738. Town Meeting voted in November 2024 to use \$18,504,349 of free cash for capital improvements and to increase the reserve levels in the newly combined Capital and Debt Stabilization Fund. Revenue estimates applied to the current fiscal year adopted budget - FY25 - are conservative, which may lead to additional free cash as of June 30, 2025.

We face significant challenges maintaining service levels in FY26 and beyond, primarily due to inflationary pressures including overdue wage rate adjustments required to attract and retain qualified staff. As highlighted below, there are larger than typical increases required for several department accounts and budgets, however some of these increases are offset by increased revenue estimates. The spending plan addresses multiple strategic priority areas identified by the Select Board and is representative of the true costs associated with operating a complex 21st century municipal government. The FY26 operating budget is 5.8% greater than FY25. This increase is similar to last year, though greater than what had been typical in the preceding years. While this increase can be supported by actual collection trends, and within conservative revenue estimates, similar increases are not likely to be sustainable in future years unless we find ways to boost revenues.

BUDGET OVERVIEW – REVENUES

There are four major components of revenue available to fund the Town's annual operating budget: Property Taxes, Estimated Local Receipts, State Aid, and Other Available Funds. Consistent with the Select Board's Operating Budget Policy adopted September 23, 2024, this budget is balanced with conservative revenue estimates. This proposed budget as submitted is balanced without an override of

the Proposition 2 ½ levy limit.

Proposition 2 ½ limits the total amount of real estate taxes the Town can levy to 2.5% above the total raised the prior year with some exceptions. One exception is that the taxable value of new construction – referred to as ‘new growth’ – can be added to the total amount that can be raised. We used a conservative estimate of \$900,000 for new growth in FY26.

Estimated local receipts are comprised of motor vehicle excise taxes, room excise taxes, fees, interest income and various reimbursements. The total collected local receipts have risen steadily from \$19.8 million in FY11 to \$38.5 million in FY24 except for a slight one-year decline in 2020. The estimated local receipts applied to the FY26 budget are \$5,261,452 (19.1%) higher than what was estimated for FY25 but still 15% below the actual collections in FY24. More than half the increase comes from revenue from rooms excise tax and increased water charges due to a three-year rate increase approved two years ago. This allows for additional utilization of local receipts for FY26 to balance the budget in a sustainable way.

The total amount of estimated local receipts applied to the FY26 budget is \$32.8 Million which is 14.6% less than the \$38.4 Million collected in FY24. It is important to maintain revenue estimates well below prior year actual collections to generate free cash to support necessary capital expenditures and to avoid a shortfall in the event of an economic downturn.

The Commonwealth has not issued FY26 estimates for local aid as of the date this budget was prepared. We have level-funded our estimated State Aid revenues at \$14,251,497. The budget also includes \$3,420,274 in Other Available Funds that are used to offset allowable expenditures included in the budget.

BUDGET OVERVIEW – EXPENSES

Total recommended appropriations increase by \$4,607,811 (2.6%) in the Recommended Budget for FY2026. Operating expenses are projected to increase by \$9,561,063 (5.8%). The budget includes a proposed allocation to the Capital and Debt Stabilization Fund of \$1,365,562 from recurring ‘raise and appropriate’ funding to offset the reduction in required debt service for FY2026. We’ve budgeted this to maintain the debt level so that the debt drop-off doesn’t impact the tax rate going forward. The other non-operating appropriations include a

transfer of \$500,000 into the OPEB Trust, \$400,000 for wage adjustments yet to be negotiated, and a transfer of \$950,000 into the Falmouth Affordable Housing Fund.

Much of the Town budget is difficult to reduce or control without impacting service levels. This year inflationary pressures are driving some cost increases well above the 2.5% that can be accommodated with property tax levy growth. The retirement assessment, which is regulated by state law, is likely to increase by \$945,948 (8.0%), while health insurance is projected to increase by \$1,762,604 (10.5%). The cost of employee benefits and insurance in total have increased by \$2,942,840, while wages and associated contractual obligations have increased by \$2,835,408. Most of the increase in wages result from contract settlements. There are three bargaining units that will be negotiated in FY 2026, with the largest of these being the fire union. Funds are recommended for potential settlements of these contracts.

Staffing and Associated Costs:

- A full-time position of Deputy Building Commissioner will be proposed at the April town meeting. This position is proposed to support long-term succession planning. The Building Commissioner position requires extensive training and experience. The new position of Deputy Building Commissioner will have the same educational requirements and allow the person to gain significant external and internal experience. Assuming the position is approved, a currently existing position can be upgraded to the Deputy Building Commissioner. Funding of \$37,437 has been added to temporary wages to support this plan.
- Consolidated Communications requested three new dispatchers. In lieu of adding these positions, funding of \$175,200 has been added to the temp/per diem line to provide additional, much needed, support to the current staffing.
- Funding of \$120,000 has been added to the Police Overtime budget and \$50,000 to the Police Community Engagement Overtime budget. Funding was added because wages have increased, and the overtime budget has been overspent by a significant amount in the last few years.
- We are evaluating options to either add a part-time position or restructure an existing position in the Planning Department to provide additional administrative support for housing and allocate staffing resources more effectively. A modest increase of \$12,520 has been added to the budget

for this purpose.

- We added \$25,000 to the temporary salary line in Zoning Board of Appeals to help with the current workload related primarily to housing. We also increased overtime by \$15,000.
- Additional changes include adding a seasonal head counselor position to recreation for \$17,265; adding an adult swim coach to the beach for \$10,384; and adding \$20,000 to the Highway Department seasonal wage account.

Other Spending Increases

Town Departmental Operating Expenses (non-wage expenses)

Inflation has caused increases in contractual obligations and operating supplies as follows:

- General Government expenses increased by \$464,395. Most of that increase is caused by increasing costs in information technology support and maintenance contracts causing that budget to increase by \$256,383. The Town Counsel budget line item for outside special counsel was increased by \$50,000, as funding has not been sufficient in the last few years to cover the cost.
- Public Safety departments have a total expense increase of \$389,985 with an increase in dredging accounting for \$39,500 of that cost, and software costs making up the bulk of the rest of the increase.
- The DPW budget in total has an operating expense increase of \$562,614 due to chemical increases in water and wastewater, sludge removal cost increases, software costs, the addition of \$100,000 for hazardous waste removal fees and the addition of \$60,000 for bridge repairs and maintenance, which has historically been treated as a capital expense.

School Department

The Town Manager, Assistant Town Manager, and Finance Director met with Falmouth School Superintendent Lori Duerr and Director of Finance and Operations Paul Dart several times to discuss the FY25 and FY26 budgets. The Superintendent has identified significant cost pressures related to an increased number of 'high needs' students which is defined by the Massachusetts Department of Elementary and Secondary Education as English language learners,

differently-abled students and economically disadvantaged. Other additional cost pressures include projected inflationary increases with a new busing contract and the teachers bargaining contract currently under negotiation. The School Department requested an increase of 5.5% (equating to \$3,202,233) and presented compelling reasons for the increase.

Debt

The amounts included in the budget for long-term debt, both exempt and non-exempt, represent principal and interest payments on existing bonds. We have included \$200,000 for short-term borrowing interest payments. Borrowing plans for the coming year cannot be finalized at the time this budget message is submitted. The amounts borrowed and the timing of short-term and long-term borrowing will be determined after the funding for the Sewer system construction is finalized.

CONCLUDING REMARKS

With this proposed budget, I have attempted to strike an appropriate balance between addressing immediate needs, moving forward with the Select Board's identified priorities, and maintaining sound fiscal discipline. The Town is fortunate to be able to address the cost increases identified above without a proposition 2 ½ override or service level reductions. That is a credit to the Town's sound budget practices for over a decade, and through the support of the Select Board and Finance Committee.

I look forward to receiving the Select Board's feedback followed by the detailed review the Finance Committee will undertake. Per the Town Charter, we have a very compact time frame to review, discuss and conclude the executive-level budget process. I will present this recommended budget to the Select Board on December 16th. The Board has until January 16th to vote to transmit the budget to the Finance Committee with, or without, amendments. The Finance Committee has scheduled their first meeting to address the recommended budget on January 8.

In closing I want to thank Assistant Town Manager Peter Johnson-Staub and all the Department Heads for the collaboration and thoughtful input they have provided in preparing this budget and for their daily commitment and dedication to delivering exceptional services to the Falmouth community. I would like to specifically recognize the members of the Finance Department for their contributions to this budget and the setting of the tax rate. They are Finance

Director Laura Sitrin, Town Accountant Victoria Rose, Assessor Trisha Favulli, Collector/Treasurer Patricia O'Connell, and Assistant to the Treasurer and Finance Director, Melanie Bush.

Respectfully submitted,

Michael Renshaw

Michael Renshaw
Town Manager

OPEN SESSION

BUSINESS

10. Discuss and consider the approval of a three-year lease agreement between the Town and the Woods Hole, Martha's Vineyard and Nantucket Steamship Authority for the Church Street parking lot **(10 minutes)**



AGENDA ITEM SUMMARY SHEET

ITEM NUMBER: Business 10.

ITEM TITLE: Discuss and consider the approval of a three-year lease agreement between the Town and the Woods Hole, Martha's Vineyard and Nantucket Steamship Authority for the Church Street parking lot

MEETING DATE: 12/16/2024

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

SUBMITTED BY: Mike Renshaw, Town Manager

ATTACHMENTS: Draft Lease Agreement; Exhibit A illustrating 50 Village Permit parking spaces

PURPOSE:

The Select Board will review and consider the approval of a Parking Lot Lease Agreement with the Steamship Authority.

BACKGROUND/SUMMARY:

- The current lease of the Church Street parking lot, which is the Fourth Amendment to an agreement that was executed on October 27, 2015, expires on December 31, 2024.
- At the recommendation of Town Counsel, and in preparation for the development of the attached draft agreement, a real property appraisal of the 4.84-acre parcel was completed by Clancy Appraisal Company, Inc. in June 2024.

- The appraisal report listed the Market Value as of June 5, 2024, at \$2,200,000.
- The appraisal also established the annual Fair Market Rent, based upon a Sales Comparison Approach and elements of an Income Approach, to be \$198,000.
- Over the past several years, rather than receiving an annual rent payment from the Authority the Town had agreed to a 25% share of the parking lot fee receipts (paid in quarterly installments); in 2023 total receipts based upon this revenue share model were \$79,277, and through the first three quarters of 2024 receipts have totaled 82,764.38.
- With this new agreement, I am recommending that the Town return to the previous model (circa the 2000 lease agreement) which charged the Authority an annual rental fee based upon the appraised fair market value of the site.
- On December 10, 2024, representatives of the Authority and the Town met to discuss the terms and provisions of the proposed lease agreement which had been previously drafted by Town Counsel.
- To summarize, the major provisions of the draft agreement include:
 - The term of the agreement would be for a period of three (3) years beginning January 1, 2025, and terminating at midnight on December 31, 2027; the term may be extended for an additional two (2) years upon a mutually agreed upon amendment.
 - The Steamship Authority would pay the Town the amount of \$195,000 annually, which represents fair market value of the property for use as a parking lot
 - The Town's original draft agreement presented to the Authority stipulated an annual Fair Market Rent of \$200,000.
 - The Clancy appraisal assumed 45 of the 280 original parking spots would be reserved for Village Permit holders when in fact 50 parking spaces are currently being reserved for this purpose); the \$5,000 "credit" is being proposed to be given to the Authority based upon their inability to utilize these 5 additional spaces throughout the term of the agreement.
 - The Authority agrees to continue its practice of limiting the use of the lot almost entirely to Woods Hole year-round and seasonal parking permit holders.

- Fifty (50) spaces, shown on the attached Exhibit A, shall continue to be designated for use by Village Permit holders (this program is managed by the Woods Hole Business Association, which has indicated that a minimum of 50 spots is necessary for employees of Village businesses).
- The Authority shall not be responsible for the paving or repairing conditions of the lot not caused by the Authority's use of the lot or to make any structural repairs to the lot; the Authority will be required to allow public bicycle and pedestrian foot traffic across the lot and across its own property not owned by the Town on passageways it designates, and will be required to apply annually all necessary pavement markings to delineate the Bike Path.

DEPARTMENT RECOMMENDATION:

The Town Manager recommends that the Select Board approve the attached Lease Agreement by and between the Town of Falmouth and the Woods Hole, Martha's Vineyard, and Nantucket Steamship Authority as presented.

OPTIONS:

- Motion to approve the Lease Agreement by and between the Town of Falmouth and the Woods Hole, Martha's Vineyard, and Nantucket Steamship Authority as presented.
- Motion to deny approval of the Lease Agreement by and between the Town of Falmouth and the Woods Hole, Martha's Vineyard, and Nantucket Steamship Authority.
- Some other Board defined alternative.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

FINANCE DIRECTOR COMMENTS (IF APPLICABLE):

N/A

TOWN MANAGER COMMENTS:

The Town Manager recommends that the Select Board approve the attached Lease Agreement by and between the Town of Falmouth and the Woods Hole, Martha’s Vineyard, and Nantucket Steamship Authority as presented.

Michael Renshaw

Town Manager

12/11/2024

Date

LEASE AGREEMENT
BY AND BETWEEN THE TOWN OF FALMOUTH AND
THE WOODS HOLE, MARTHA'S VINEYARD AND
NANTUCKET STEAMSHIP AUTHORITY

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

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

In order to promote these public interests, the Town and the SSA enter into this Lease Agreement (the "Agreement"), in accordance with the provisions of M.G.L. c. 30B § 16(i) to the extent applicable to the Town, and agree as follows:

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

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

2. Term of the Agreement.

The term of this Agreement shall be for three (3) years, beginning on January 1, 2025 and terminating at midnight on December 31, 2027. The term of this Agreement may be extended for an additional term up to two (2) years upon a mutually agreed upon amendment signed by both Parties.

3. Rent.

The SSA shall pay rent to the Town in the amount of \$195,000 (One Hundred Ninety-Five Thousand Dollars and no cents) per year, which represents the fair market value of the property for use as a parking lot. Payments shall be made quarterly.

4. Use of the Premises.

The SSA shall not use the Lot other than for the purposes of operating a parking lot for motor vehicles of the SSA, its agents, employees, customers and business invitees, and for maintaining vehicular and pedestrian passageways. No other use shall be permitted without the written consent of the Town, which consent shall not be unreasonably withheld.

- (a) The SSA shall continue its current practice of limiting the use of the Lot almost entirely to Woods Hole year-round and seasonal parking permit holders, and allowing other SSA customers to park in the Lot only if they are individuals with disabilities or other medical conditions, or if they are traveling on the SSA's ferries with bicycles or other large items that are difficult to transport on the SSA shuttle buses, or if they need to park in the Lot in order to make the last ferry leaving Woods Hole that day, or otherwise on an occasional basis.
- (b) Parking spaces in the Lot shall be designated as follows:
 - (i) Eight (8) parking spaces shall be designated as accessible spaces in accordance with 521 CMR 23.00 and shall be located in the closest proximity to the Woods Hole terminal as feasible.
 - (ii) There shall be fifty (50) designated Village Permit parking spaces in the Lot, and such designated parking spaces shall be located within the Lot in the closest proximity to the Woods Hole terminal as feasible beyond the designated accessible spaces, as shown and designated on the sketch plan that is attached to this Agreement as Exhibit A. The Town shall be responsible for creating, installing and maintaining appropriate signs designating such parking spaces. The signs shall be subject to the SSA's approval, which shall not be unreasonably withheld, and neither their installation nor maintenance shall interfere with the SSA's operation of the Lot.
 - (iii) Any SSA customer who parks in a designated Village Permit parking space, as well as any Village permit holder who parks in a non-designated parking space, unless at the time there are no Village Permit parking spaces available due to one or more SSA customers parking in one or more designated Village Permit parking spaces and the Village Permit holder reports the situation to the SSA, as well as any permit holder or customer who parks in an accessible space without a disabled parking placard/plate, shall, at the SSA's discretion, forfeit his or her permit after three (3) violations.
- (c) The SSA may establish and enforce reasonable rules and regulations regarding the parking of vehicles in the Lot, including but not limited to:
 - (i) limiting the size of vehicles that are allowed to park in the Lot;
 - (ii) requiring the removal from the Lot of vehicles parked there for extended periods of time;
 - (iii) requiring that vehicles parked in the lot be in a safe operating condition;

- (iv) requiring that persons using the Lot comply with courteous and acceptable "rules of the road"; and
- (v) such other rules and regulations as the SSA determines are necessary and appropriate for the safe and secure operation of the Lot and its Woods Hole ferry terminal.

5. Repair, Maintenance and Other Expenses.

The SSA shall be responsible for the operation, maintenance and repair of the Lot, including all expenses for attendants and shuttle van services to the extent it provides such attendants and shuttle van services at its sole judgment and discretion. However, the SSA shall not be required to pave the Lot, or to make any repairs to the Lot to correct conditions not caused by the SSA's use of the Lot, or to make any repairs to correct structural defects of the Lot such as the sinking of all or any portion of the Lot, or to make any repairs due to usual wear and tear, all of which shall remain the Town's responsibility. All repairs to the Lot that may be made by the Town including but not limited to crack sealing shall be made at the Town's sole judgment and discretion; provided, however, that if the Town does choose to make any such repairs, the work shall be scheduled so as to minimize disruption to the SSA's use and operation of the Lot.

6. Shining Sea Bike Path.

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

(a) All necessary pavement markings to delineate the Bike Path shall be painted annually by the SSA. The SSA shall, furthermore, establish such additional warning signs for pedestrian and bicycle traffic to warn vehicles against excessive speed to ensure the safety of pedestrians and bicyclists within the Lot. These passageways shall be painted once a year, no later than May 15th, with standard street paint to a width of eight (8) feet. There also shall be provided a stencil of a bicycle warning motorists of the presence of the bicyclists and, further, the SSA agrees to install one (1) reflectorized bike symbol on the Crane Street bridge and fourteen (14) bicycle route signs and arrows, where needed.

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

7. Insurance, Mutual Hold Harmless and Recreational Use Statute.

(a) The Parties shall each carry public liability insurance for the Lot in amounts agreeable to each other. The Parties further agree to hold the other harmless from and against all demands, claims, actions, costs, expenses or losses resulting from any and all property damage and/or personal injuries, including deaths, however caused, if such damage or injuries are sustained upon or result from the use of the Lot by either Party, their agents, employees, customers and business invitees, including but not limited to SSA permit holders, and travelers along with bike path unless such damage or injuries result from willful, wanton or reckless conduct by the other.

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

8. Underground Utilities.

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

9. Subletting and Assignments.

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

IN WITNESS WHEREOF, the Parties hereto set their hands and seals as of this _____ day of _____, 2024.

TOWN OF FALMOUTH
BY ITS SELECT BOARD

WOODS HOLE, MARTHA'S VINEYARD
AND NANTUCKET STEAMSHIP
AUTHORITY

Nancy Robbins Taylor, Chair

Robert Davis,
General Manager

Edwin (Scott) P. Zylinski II, Vice Chair

Approved as to form:

Douglas C. Brown

Robert P. Mascali

Town Counsel

Heather M.H. Goldstone

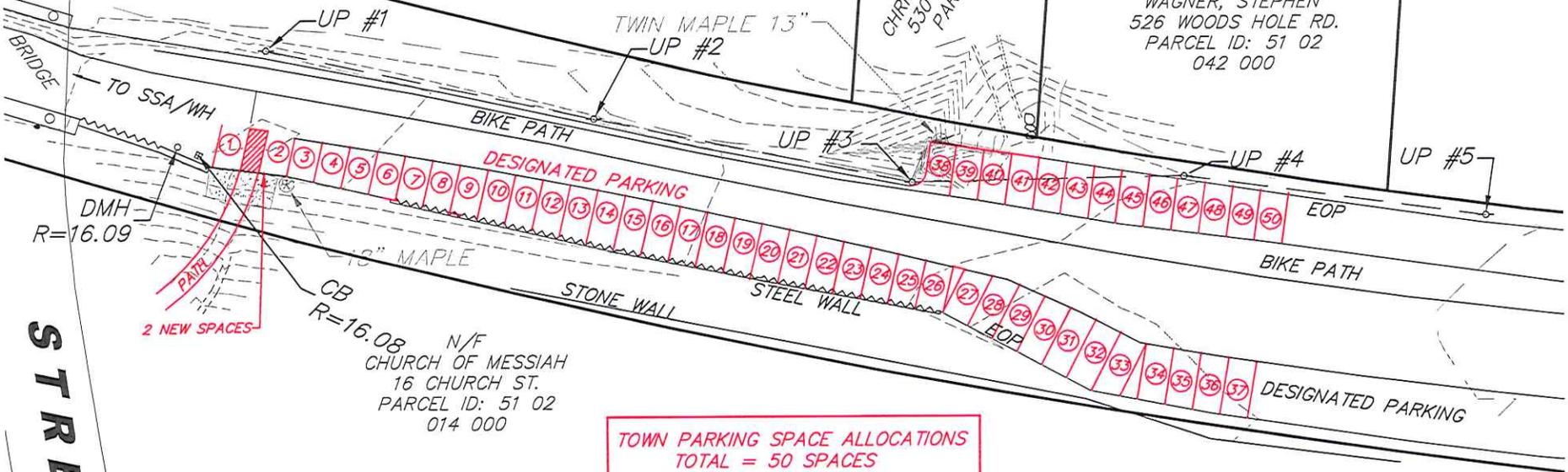
CHURCH



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

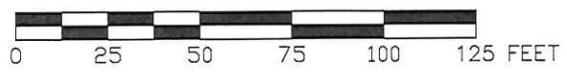
N/F
CHRIS & JOHN GORE TR.
530 WOODS HOLE RD.
PARCEL ID: 51 02
043 000

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



**TOWN PARKING SPACE ALLOCATIONS
TOTAL = 50 SPACES**

Scale: 1" = 50'



STREET

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

DATE	BY	REVISION

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



EXHIBIT A
WOODS HOLE PARKING LOT
UNDER THE CHURCH STREET BRIDGE

DESIGN: PMM	DATE : NOV. 19, 2024
DRAWN: PMM	SCALE: AS NOTED
CHECKED: JFG	
DRAWING : BIKEPATH/2024.DWG	SHEET 1 OF 1

OPEN SESSION

BUSINESS

11. Discuss and consider voting the 2025 Select Board meeting calendar dates **(5 minutes)**



AGENDA ITEM SUMMARY SHEET

ITEM NUMBER: Business 11.

ITEM TITLE: Discuss and consider voting to approve the 2025 Select Board meeting calendar dates.

MEETING DATE: 12/16/2024

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

SUBMITTED BY: Mike Renshaw, Town Manager

ATTACHMENTS: DRAFT of 2025 Select Board Meeting Calendar

PURPOSE:

The Select Board will review and consider the approval of the 2025 Board meeting calendar.

BACKGROUND/SUMMARY:

- A proposed draft of the 2025 Select Board meeting calendar has been prepared and included in the Board packet for discussion purposes.
- Following their review and discussion, the Select Board is requested to vote to adopt and approve the official CY 2025 Board meeting calendar.
- As in previous years, the Select Board meeting calendar will be subject to modification by the Board as necessary.

DEPARTMENT RECOMMENDATION:

The Town Manager recommends that the Select Board, following their review and discussion, vote to approve and adopt the CY 2025 Select Board meeting calendar.

OPTIONS:

- Motion to approve and adopt the Calendar Year 2025 Select Board meeting calendar as discussed, including all agreed upon revisions to the draft that were presented.
- Motion to table the approval and adoption of the Calendar Year 2025 Select Board meeting calendar for future discussion.

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, following their review and discussion, vote to approve and adopt the CY 2025 Select Board meeting calendar.

Michael Renshaw

Town Manager

12/9/2024

Date

Select Board Meeting Calendar

January 2025

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1 <i>New Year's Day</i>	2	3	4
5	6 <i>Select Board Meeting</i>	7	8	9	10 <i>Close warrant (April Town Meeting)</i>	11
12	13	14	15	16 <i>Budget due to Finance Committee</i>	17	18
19	20 <i>Martin Luther King Jr. Day</i>	21	22	23	24 <i>MMA Annual Meeting</i>	25 <i>MMA Annual Meeting</i>
26	27 <i>Select Board Meeting</i> <i>Vote articles and execute warrant</i>	28	29	30	31	

February 2025

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10 <i>Select Board Meeting</i> <i>Petition article presentations</i>	11	12	13	14	15
16	17 <i>President's Day</i>	18	19	20	21	22
23	24 <i>Select Board Meeting</i> <i>Vote article recommendations</i>	25	26	27	28	

March 2025

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10 <i>Select Board Meeting</i>	11	12	13	14	15
16	17	18	19	20	21	22
23	24 <i>Select Board Meeting</i>	25	26	27	28	29
30	31 <i>Eid-al-Fitr</i>					

April 2025

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7 <i>Town Meeting</i>	8	9	10	11	12
13 <i>Passover Begins</i>	14 <i>Passover</i>	15	16	17	18	19
20 <i>Easter</i>	21 <i>Patriot's Day</i>	22	23 <i>Rosh Hashanah</i>	24	25	26
27	28 <i>Select Board Meeting</i>	29	30			

May 2025

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5 <i>Select Board Meeting</i>	6	7	8	9	10
11	12	13	14	15	16	17
18	19 <i>Select Board Meeting</i>	20 <i>Town Election</i>	21	22	23	24
25	26 <i>Memorial Day</i>	27	28	29	30	31

June 2025

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2 <i>Shavuot</i>	3	4	5	6	7
8	9 <i>Eid-al-Adha</i>	10 <i>Eid-al-Adha</i>	11	12	13	14
15	16 <i>Select Board Meeting</i>	17	18	19 <i>Juneteenth</i>	20	21
22	23	24	25	26	27	28
29	30 <i>Select Board Meeting</i>					

July 2025

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4 <i>Independence Day</i>	5
6	7	8	9	10	11	12
13	14 <i>Select Board Meeting</i> <i>Announce November Town Meeting</i>	15	16	17	18	19
20	21	22	23	24	25	26
27	28 <i>Select Board Meeting</i>	29	30	31		

August 2025

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11 <i>Select Board Meeting</i>	12	13	14	15	16
17	18	19	20	21	22	23
24	25 <i>Select Board Meeting</i>	26	27	28	29 <i>Close Warrant (November Town Meeting)</i>	30
31						

September 2025

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1 <i>Labor Day</i>	2	3	4	5	6
7	8 <i>Select Board Meeting</i> <i>Vote articles and execute warrant</i>	9	10	11	12	13
14	15	16	17	18	19	20
21	22 <i>Rosh Hashana</i>	23	24	25	26	27
28	29 <i>Select Board Meeting</i> <i>Petition article presentations and vote article recommenda- tions</i>	30				

October 2025

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6 <i>Sukkot</i>	7	8	9	10	11
12	13 <i>Indigenous Peoples' Day</i>	14	15	16	17	18
19	20 <i>Select Board Meeting</i>	21	22	23	24	25
26	27 <i>Select Board Meeting</i>	28	29	30	31	

November 2025

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3 <i>Select Board Meeting</i>	4 <i>Election Day</i>	5	6	7	8
9	10	11 <i>Veterans Day</i>	12	13	14	15
16	17 <i>Town Meeting (TBD)</i>	18	19	20	21	22
23	24	25	26	27 <i>Thanksgiving</i>	28 <i>Day after Thanksgiving</i>	29
30						

December 2025

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1 <i>Select Board Meeting</i>	2	3	4	5	6
7	8	9	10	11	12	13
14 <i>Hanukkah</i>	15 <i>Select Board Meeting</i>	16	17	18	19	20
21	22	23	24	25 <i>Christmas</i>	26	27
28	29	30	31 <i>New Year's Eve</i>			

OPEN SESSION

BUSINESS

12. Discuss and consider a vote to approve the Beach Committee's recommendation to create a mobile food vendor bid process **(15 minutes)**



AGENDA ITEM SUMMARY SHEET

ITEM NUMBER: Business 12.

ITEM TITLE: Discuss and consider a vote to approve the Beach Committee's recommendation to create a mobile food vendor bid process

MEETING DATE: 12/16/2024

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

SUBMITTED BY: Mike Renshaw, Town Manager

ATTACHMENTS: Beach Committee slide presentation 10/21/2024

PURPOSE:

The Select Board is asked to consider and vote on the scope of food concessions services to be provided at Town beaches next year through contracts with vendors.

In particular, the Board will consider the Beach Committee recommendation to replace fixed concessions at three beaches with mobile food trucks.

BACKGROUND/SUMMARY:

- As outlined at the Select Board meeting of 10/21/2024, the Beach Committee recommendations are as follows:
 - Mobile Food Service at the following beaches: Old Silver Public, Old Silver Permit, Surf Drive, and Falmouth Heights, 7 days/week, 12 weeks for the season, with a minimum of a three-week period per vendor, four vendors per season, 8 hours of operation per day

- Maintain the present operation of a Mobile Ice Cream vendor at all Falmouth beaches
 - Add a mobile morning coffee service at locations and times that serve the public's needs for a service not otherwise offered by another vendor at any one location
 - Provide mobile food service for the beaches not included above, during regular beach hours, schedule to be determined
- In past years, the Town has awarded contracts through a competitive bid process to food concession vendors for the following fixed locations based on competitive proposals:
- Surf Drive
 - Old Silver – Resident Beach, and
 - Old Silver Public Beach
- In addition, the Town has solicited quotes for mobile beach concessions serving:
- Falmouth Heights
 - Menauhant
 - Chapoquoit
 - Megansett
 - Wood Neck
 - Grew's Pond
- The Beach Committee spent considerable time researching vendor interest of mobile food truck operators and compiled information regarding the space available at each location.
- In support of its recommendation, the Beach Committee points to the vulnerability of the Surf Drive bathhouse to flooding and subpar conditions of the food concession structures at all three locations, and a need for "sustainable and consistent" food service at our beaches.

DEPARTMENT RECOMMENDATION:

The Town Manager acknowledges the need to plan for providing food services without fixed structures in the future. The structures cannot be replaced in their current locations within the flood zone without elevating the building.

However, there does not appear to be a compelling reason to vacate the existing fixed food concession structures in 2025. We have not received any data suggesting customers prefer mobile food truck vendors over fixed concessions. Additionally, Falmouth Facilities staff indicate the structures are functional in present condition.

Absent a compelling reason to replace fixed food concessions right away, the Town Manager recommends the Select Board authorize the following as a means of transitioning to a future all-mobile food vendor model:

1. A bid for fixed food concessions for the same three locations for 2025, with two (2) one-year options to renew at the discretion of the Town.
2. A bid for one or more mobile food service at all other beaches to allow vendors, including the previous vendor at Falmouth Heights, to prepare a bid for 2025.
3. A request for quotes for one mobile coffee vendor with access to the beaches at times and locations the beaches do not have a food vendor offering beverages.

OPTIONS:

- Motion to authorize solicitation of bids as proposed by the Town Manager:
 - a) A bid for continued fixed food concessions for the same three locations at Old Silver Public, Old Silver Permit, and Surf Drive for 2025, with two one-year options to renew at the discretion of the Town, and
 - b) A bid for one or more mobile food service at all other beaches. (to allow vendors, including the previous vendor at Falmouth Heights, to prepare a bid for 2025), and
 - c) A request for quotes for one mobile coffee vendor with access to the beaches at times and locations the beaches do not have a food vendor offering beverages.

- Motion to authorize solicitation of bids as recommended by the Beach Committee:
 - a) Mobile Food Service at the following beaches: Old Silver Public, Old Silver Permit, Surf Drive, and Falmouth Heights, 7 days/week, 12 weeks for the season, with a minimum of a three-week period per vendor, four vendors per season, 8 hours of operation per day.
 - b) Maintain the present operation of a Mobile Ice Cream vendor at all Falmouth beaches.
 - c) Add a mobile morning coffee service at locations and times that serve the public's needs for a service not otherwise offered by another vendor at any one location

➤ 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 acknowledges the need to plan for providing food services without fixed structures in the future. The structures cannot be replaced in their current locations within the flood zone without elevating the building.

However, there does not appear to be a compelling reason to vacate the fixed food concession structures in 2025. We have not received any data suggesting customers prefer mobile food truck vendors over fixed concessions. Falmouth Facilities staff indicate the structures are functional in present condition.

Absent a compelling reason to replace fixed food concessions right away, the Town Manager recommends the Select Board authorize the following as a means of transitioning to a future all-mobile food vendor model:

- A bid for continued fixed food concessions for the same three locations for 2025, with two (2) one-year options to renew at the discretion of the Town.
- A bid for one or more mobile food service at all other beaches to allow vendors, including the previous vendor at Falmouth Heights, to prepare a bid for 2025.
- A request for quotes for one mobile coffee vendor with access to the beaches at times and locations the beaches do not have a food vendor offering beverages.

Michael Renshaw

Town Manager

12/12/2024

Date

A scenic view of a beach at sunset. The sky is filled with soft, golden light from the setting sun on the right, with scattered clouds. The ocean is visible on the left, meeting a pebbly beach. In the foreground, a paved promenade runs along the water's edge, with a set of stairs leading down to the beach. Several bicycles are parked on the promenade. In the background, a row of buildings is visible along the coastline.

Bringing mobility to our
beach food services in 2025

FALMOUTH BEACHES FOOD TRUCK SURVEY & VENDOR USAGE 2024

Beach	Electricity	Water	Space Available	Notes
Bristol	N	N	20X15	East side only
Chapoquoit Weekends & Special Events Lower Fees \$100/day (?)	N	N	27X12	North far end/dead space
Falmouth Heights 7 Days	Y	Y	16X20	WiFi hotspot available/Verizon/uses 3 spaces presently used
Grew's Pond - Goodwill Park Weekends & Special Events Limited Access Lower Fees \$100/day (?)	N	N	25X15	Use 3 spaces in gravel lot/or space on open lawn for truck events The Filling Station-Special Nights Beachside Blends-Special Nights
Megansett Weekends (?)	N	N	10X35	Will use 2 spaces Neighbors/Megansett Yacht Club Snack Bar?
Menauhant East Not at this time.	N	N	20X20	Would use 2-3 parking spaces
Menauhant West Not at this time.	N/A	N/A	N/A	N/A
Old Silver - Residents 7 Days	Y	Y	9X24	In front of Burger Shack or to the left side by Ramp Shipwrecked: 10AM-6 PM 7 Days (weekly) (monthly) & Weekends May, June, Sept. <ul style="list-style-type: none"> Barking Claw would be interested Thurs-Sun 4p-8p July/Aug

				<ul style="list-style-type: none"> • The Filling Station might be interested in Mon-Wed 8/Hrs/day & Special Events • Fees \$175/200/day (?)
Old Silver - Public 7 Days & Special Events	Y	Y	10X22	Right of Burger Shack/power & water via the bldg or to the Left of Deck * Shipwrecked: Same as above. *The Filling Station might be interested in Mon-Wed. 8 Hrs/day & Special Events * Barking Claw would be interested Thurs-Sun 4p-8p Jul/Aug Fees \$175-200/day??
Stoney/MBL	N/A	N/A	N/A	N/A
Surf Drive 7 Days & Special Events	Y	Y	25X?	No spaces needed with 4 spaces for Street Food pick up, also Possible 18X29 facing lot w/power & water
Wood Neck NOTES: Maintain Ice Cream Truck service as in the past and include other Beaches that have no Ice Cream available. (Extra Money ?)	N/A	N/A	N/A	N/A NOTES: ** Little Blue Truck probably not participating in 2025. Stay in touch.
*The Ktchn (Wesley) will be at the Oct 16th Meeting. Would prefer Thur-Sun 4-8 and rotate wkly to other beaches. Has a truck & trailer.	*Bo Peep (Lisa) has not responded back yet.			



Old Silver Beach Public

Engineering
Heights 2 of 2



In order to provide a sustainable and consistent food service at our beaches, the Town of Falmouth Beach Committee recommends:

- Mobile Food Service at the following beaches: Old Silver Public, Old Silver Permit, Surf Drive, and Falmouth Heights, 7 days/week, 12 weeks for the season, with a minimum of a three-week period per vendor, four vendors per season, 8 hours of operation per day
- Maintain the present operation of a Mobile Ice Cream vendor at all Falmouth beaches
- Add a mobile morning coffee service at locations and times that serve the public's needs for a service not otherwise offered by another vendor at any one location
- Provide mobile food service for the beaches not included above, during regular beach hours, schedule to be determined

OPEN SESSION

CONSENT AGENDA

1. Licenses

- a. Consider a vote to authorize the Town Manager to approve the EV Charger License Agreement for the Level 2 EV Charging Stations at Depot Ave. Town Lot (0 + 60 Depot Ave.)



AGENDA ITEM SUMMARY SHEET

ITEM NUMBER: Consent Agenda - Licensing 1.a.

ITEM TITLE: Consider a vote to approve the EV Charger License Agreement for the Level 2 EV Charging Stations at Depot Ave Town Lot (0 + 60 Depot Ave).

MEETING DATE: 12/16/2024

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

SUBMITTED BY: Stephanie Madsen, Sustainability Specialist and Peter Johnson-Staub, Assistant Town Manager

ATTACHMENTS: 1. License Agreement_0 and 60 Depot Ave Integrative Charging. 2. 24-08-12 CET Depot Ave Lot EV Prelim Sketch, 3. Services Agreement_60 and 0 Depot Ave EV Charger Services Agreement fully executed

PURPOSE:

The Select Board is asked to consider approval of a License Agreement with Integrative Charging so that we can execute the Eversource Site Host Agreement.

BACKGROUND/SUMMARY:

- There is no cost to the Town since Eversource (EV Make Ready Program) and Integrative Charging will pay for the control panel, all wiring, connections and hardware, bollards, and line painting.
- Even after EV charging stations are operational, there is no cost to the Town and in fact we are expected to receive revenue equivalent to 20% of net profit.

- A third-party vendor (Integrative Charging) owning the chargers (via this license agreement) and managing the charger operations (via the Service Agreement) allows the Sustainability Specialist to focus on their goals versus managing a station which can be time consuming.
- The Town only has the Fast EV Charger at Peg Noonan and Level 2s are needed to increase our EV infrastructure to meet sustainability goals.
- Depot Ave is a great location for 6 level 2 EV chargers since it's a destination location with bike path access, shopping close by, and a short walk to Main St.
- Having additional EV Chargers meets our Green Communities commitment, Climate Action Plan, Emergency Climate declaration goals, as well as the SB's Strategic Plan II. Energy & Water Conservation and Sustainability "Promote and provide infrastructure to support electric vehicles."
- The Eversource Program will fund the project. Funds are close to depleted, so we are hoping we can access the money before the 2025. If funding not available, we simply wait until funds are replenished.

DEPARTMENT RECOMMENDATION:

The Sustainability Specialist recommends that the Select Board vote to approve the EV Charger License Agreement for the Level 2 EV Charging Stations at Depot Ave Town Lot (0 + 60 Depot Ave).

OPTIONS:

- Motion to approve the EV Charger License Agreement for the Level 2 EV Charging Stations at Depot Ave Town Lot (0 + 60 Depot Ave).
- Motion to deny authorization of the EV Charger License Agreement for the Level 2 EV Charging Stations at Depot Ave Town Lot (0 + 60 Depot Ave).

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:

It is recommended that the Select Board approve the EV Charger License Agreement for the Level 2 EV Charging Stations at Depot Ave Town Lot (0 + 60 Depot Ave).

Michael Renshaw

Town Manager

12/10/2024

Date

GRANT OF LICENSE

The TOWN OF FALMOUTH, a Municipal Corporation and political subdivision of the Commonwealth of Massachusetts having its usual place of business at 59 Town Hall Square, Falmouth, Barnstable County, Massachusetts acting by and through its duly elected Select Board, in consideration of One and 00/100 (\$1.00) Dollar and of the covenants contained herein, hereby grants to Integrative Charging, LLC (the "Grantee"), a California Limited Liability Company with a business address of 658 Main Street, Sausalito CA 94965, the following license to use certain portions of Town property located at 0 and 66 Depot Avenue, Falmouth MA 02540, commonly known as the Depot Avenue Municipal Parking Lot, (the "Property"), and as more fully illustrated by the maps and photographs that are available on file with the Falmouth Town Clerk's Office, along with a copy of this License. For reference see deed dated December 8, 2004 and recorded with the Barnstable County Registry of Deeds at Book 18106, Page 216 and deed dated October 11, 1985 and recorded with said Deeds at Book 4765, Page 124.

The License is given for the non-exclusive use of the Property to construct, erect, operate and maintain six (6) electric vehicle charging stations that will be affixed upon those portions of the Property as shown in the maps and photographs filed with the Town Clerk's office, and in conjunction with a certain Service Agreement between the parties dated _____. The charging stations will be erected and affixed to the Property by the Grantee in consultation with the Falmouth Department of Public Works.

This License is granted upon the following express conditions:

- a. Said license is revocable by the Select Board at any time when they deem it appropriate to revoke the same in the best interest of the Town of Falmouth and/or public convenience, safety and needs; the Town may revoke this license by sending a notice to the grantee, its successors and assigns at the above-referenced property address and by thereafter within a reasonable time recording a Notice of Revocation of License in the Barnstable County Registry of Deeds;
- b. Upon such revocation, the grantee, its successors and assigns shall, if and when directed by the Select Board, remove all encroaching improvements from the Town's property and restore any disturbed area to its original condition;
- c. If the grantee, and their successors and assigns, fails to remove said encroachment, all the expenses of the Town to do same or have the same done or any expenses arising from the failure to comply with this license, including attorney's fees, costs and expenses and contractor fees shall be paid by the grantee, and their successors and assigns, in accordance with the terms and conditions of the Service Agreement;
- d. Until such revocation, this License shall continue permissively;

- e. The grantee and their successors and assigns shall be forever obligated to indemnify, defend and hold harmless the Town of Falmouth, its agents, officers, officials and employees for any and all claims, actions, suits, or demands for personal injury or property damage arising out of the licensed encroachments and the grant of this License;
- f. Nothing contained in the License shall authorize the grantee, its successors and assigns to do any work or undertake any activity or to continue any activity not otherwise in full compliance with the Service Agreement as well as all applicable laws, rules and regulations;
- g. The Town has no obligation to maintain, repair or replace the charging stations and shall remove the charging stations with no notice to the grantee if, in the Town's sole discretion, any or all of the charging stations become a hazard to public safety;
- h. The terms, conditions, agreements and covenants contained herein shall be binding on the grantee, its successors and assigns; and
- i. This document shall be recorded at grantee's expense with the Barnstable County Registry of Deeds.

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.

SELECT BOARD OF
THE TOWN OF FALMOUTH

Nancy Robbins Taylor, Chair

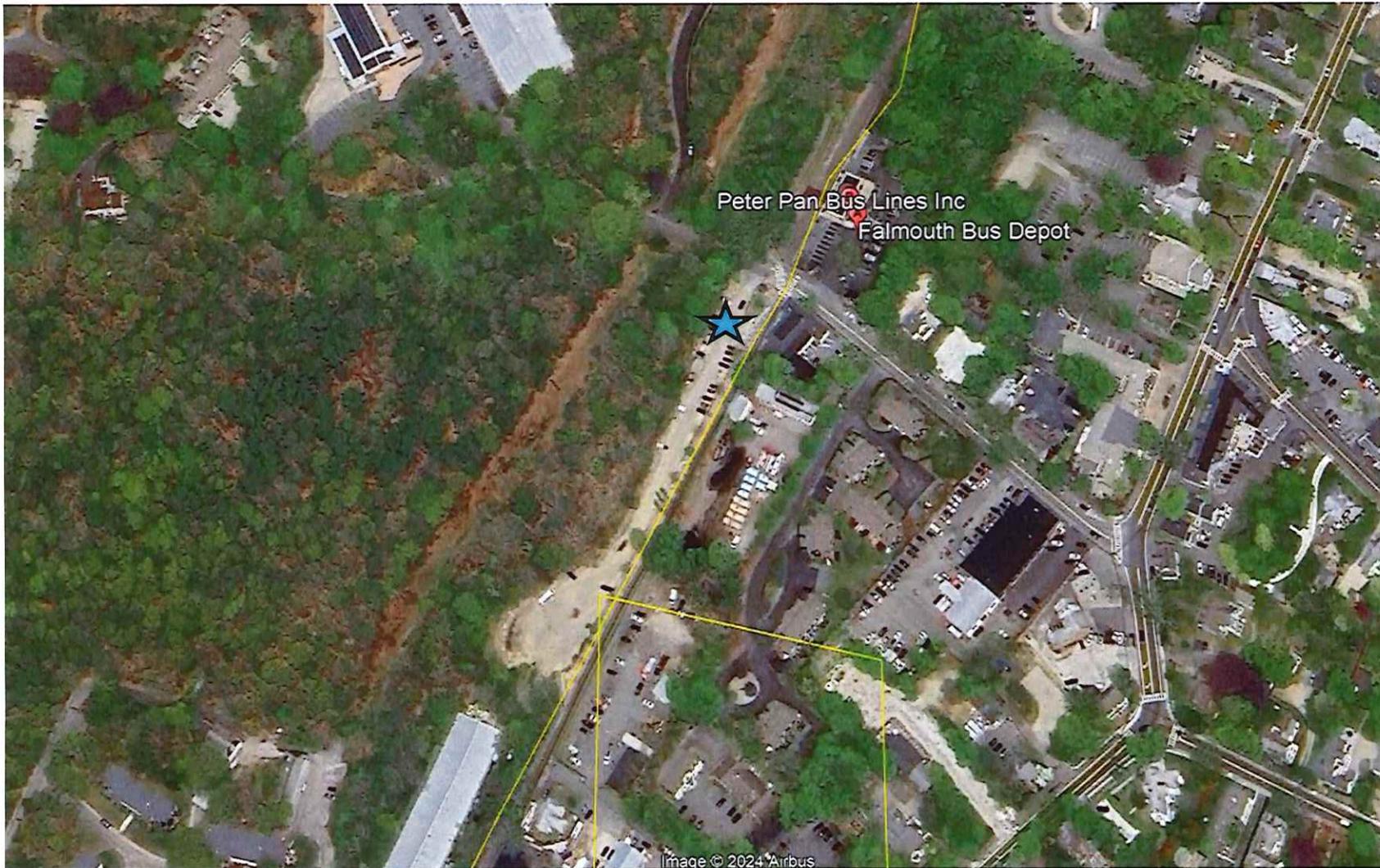
Edwin P. Zylinski II, Vice Chair

Douglas C. Brown

Robert P. Mascali

Heather M. H. Goldstone

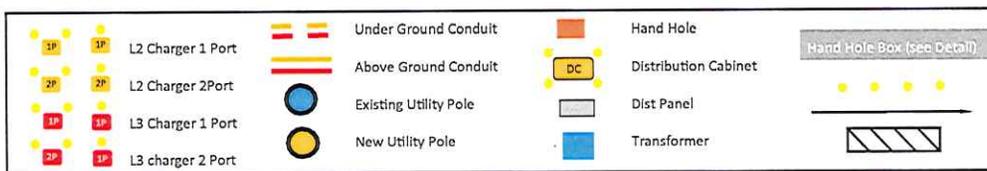
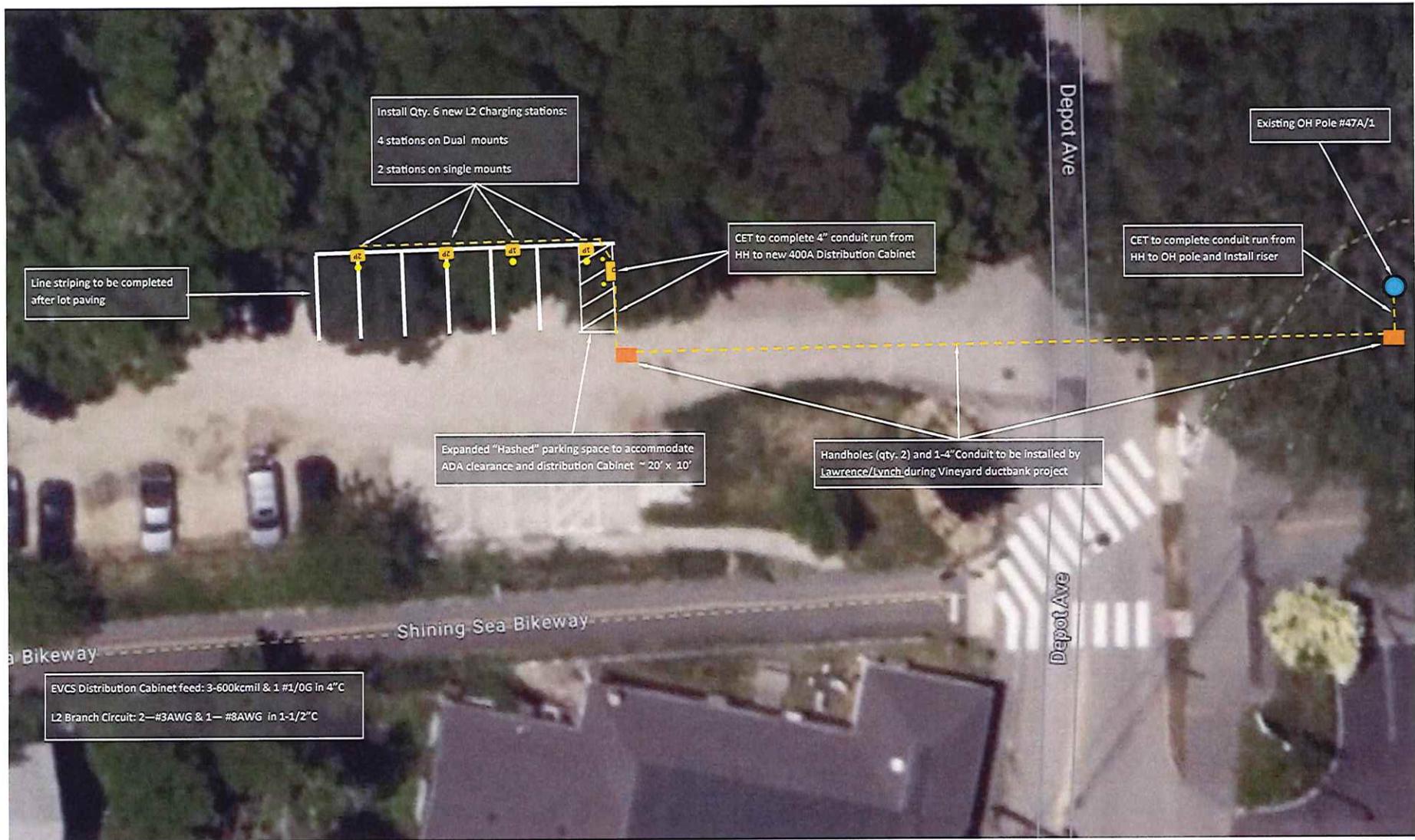
Town of Falmouth
 Buds Depot Lot, Depot Ave, Falmouth, MA 02540
 Eversource — EV CHARGING STATION



NOTES: Proposed Install site for 6 Ports Tesla level 2 charging stations.
 11.5KW output @ 60A min breaker. Stations have power reduction capabilities.
 Est. 400A main. Need to confirm if ES can provide single or 3 phase service.

CLIENT	Town of Falmouth		
TITLE	Locus		
Drawn By:	CET	Scale:	NTS
Date:	8/12/2024	Dwg #	1
		REV:	0

Buds Depot Lot, Depot Ave, Falmouth, MA 02540
 Eversource — EV CHARGING STATION



Notes: 6 Ports 11.5kW/ea
 Min. breaker 60A
 400A main panel. ES to confirm single or 3 phase

CLIENT	Town of Falmouth		
TITLE	Site Plan		
Drawn by:	CET	Scale:	NTS
Date:	8/12/2024	Drawn by:	2
		REV:	0

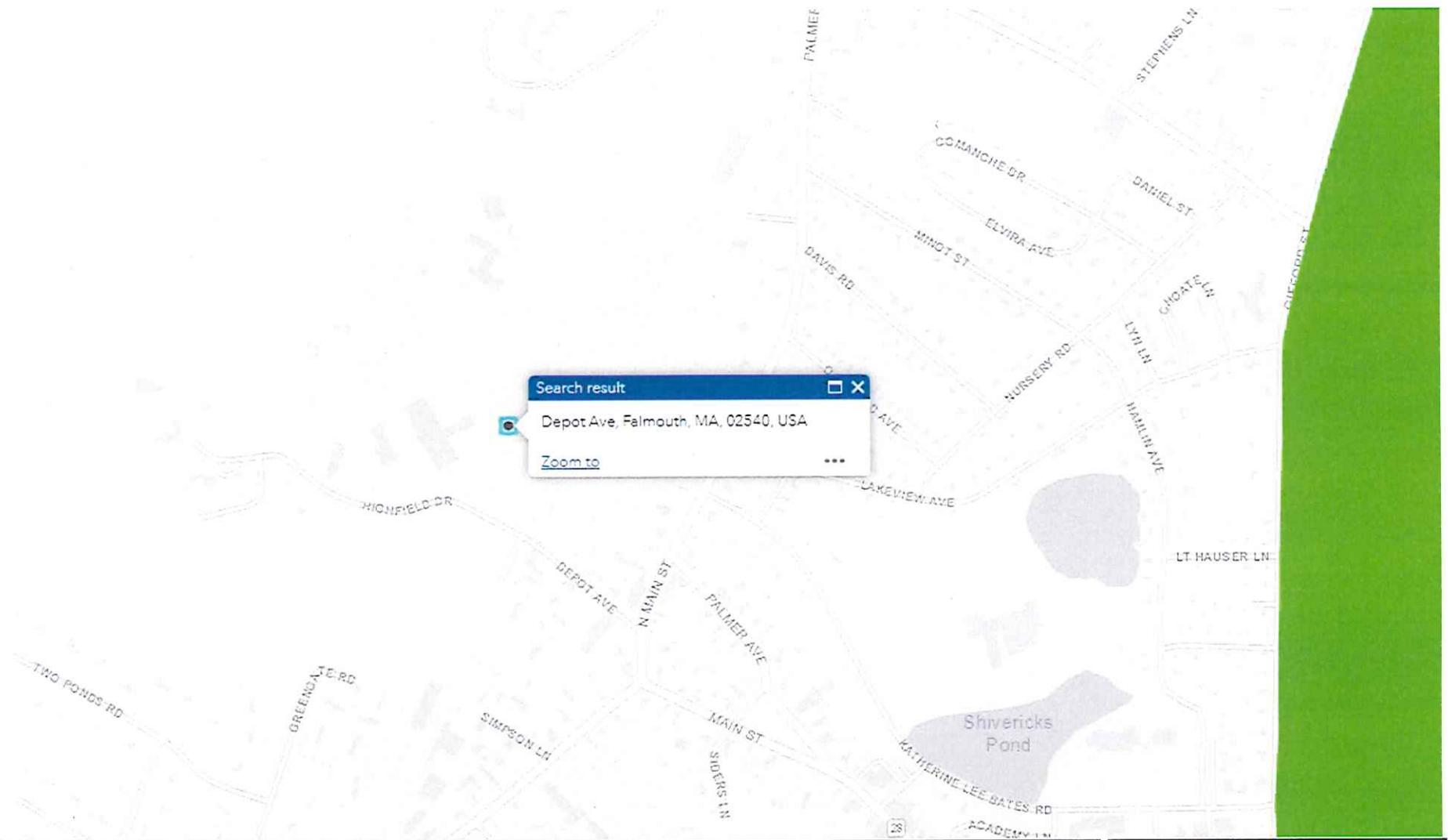
Town of Falmouth
Buds Depot Lot, Depot Ave, Falmouth, MA 02540
Eversource — EV CHARGING STATION



Notes: No visible wetlands or other concerns

CLIENT	Town of Falmouth		
TITLE	Mass GIS		
	Drawn By:	Scale:	NTS
	Date: 8/12/2024	Dwg # 3	REV: 0

Town of Falmouth
 Buds Depot Lot, Depot Ave, Falmouth, MA 02540
 Eversource — EV CHARGING STATION



Notes: Non-EJC

CLIENT	Town of Falmouth		
TITLE	EJC Map		
	Drawn By:	Scale:	NTS
	Date: 8/12/2024	Dwg # 4	REV: 0

EV CHARGER SERVICES AGREEMENT

This **EV CHARGER SERVICES AGREEMENT** (this "Agreement") is made and entered into this [] (the "Effective Date") by and between the Town of Falmouth, a municipal corporation with an address at 59 Town Hall Square, Falmouth MA 02540 ("Owner") and Integrative Charging, LLC, a limited liability corporation with a business address at 658 Main St, Sausalito CA 94965 ("Provider"). Each of Owner and Provider are referred to individually as a "Party" and collectively as the "Parties."

RECITALS

Provider owns a 6 Tesla L2 Chargers charger system (the "System"), to be constructed, erected and affixed to Town Property, pursuant to a Grant of License, located at 60 and 0 Depot Avenue, Falmouth MA 02540, known as the Depot Ave. Municipal Parking Lot (the "Site") and set forth in Exhibit B; and

Owner desires to retain Provider to provide, and Provider desires to provide, operation, maintenance and management services for the System, as set forth in this Agreement.

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

AGREEMENT

1. Definitions; Interpretation.

1.1 Definitions. As used in this Agreement, the following terms shall have the meanings set forth below:

"*Affiliate*" of a specified Person shall mean any corporation, partnership or other entity which owns controlling interest directly or indirectly over a Party or in which a Party owns directly or indirectly a controlling interest.

"*Agreement*" has the meaning assigned to such term in the Preamble.

"*Dispute*" has the meaning given in Section 5.8(b).

"*Dispute Notification*" has the meaning given in Section 5.8(b)(i).

"*Effective Date*" has the meaning assigned to such term in the Preamble.

"*Environmental Laws*" means all applicable laws relating to air, water, land and the generation, storage, use, handling, transportation, treatment or disposal of Hazardous Material.

"*Force Majeure Event*" means an unavoidable cause or event beyond the reasonable control of, and without the fault or negligence of a Party claiming force majeure, which may include, emergency, flood, earthquake, hurricane, tornado; act of God; sabotage; vandalism; terrorism; war; riot; fire; explosion; blockade; and insurrection. Economic hardship is explicitly excluded as a Force Majeure Event and is solely the responsibility of the affected Party.

"*Governmental Authority*" means any domestic or foreign governmental or regulatory authority, agency, court, commission, arbitration tribunal or other governmental or regulatory entity (including any self-regulatory organization or independent system operator or regional transmission operator).

"*Gross Revenues*" has the meaning given to it in Section 3.1(c).

“*Hazardous Material*” means (A) any material which is listed, defined, designated or classified under any Environmental Law as a (i) hazardous material, substance, constituent or waste, (ii) toxic material, substance, constituent or waste, (iii) radioactive material, substance, constituent or waste, (iv) dangerous material, substance, constituent or waste, pollutant, (vi) contaminant, or (vii) special waste; (B) any material, substance, constituent or waste regulated under any Environmental Laws; or (C) petroleum, petroleum products, radioactive matters, polychlorinated biphenyl, pesticides, asbestos, or asbestos-containing materials.

“*Indemnified Party*” has the meaning given in Section 4.3.

“*Indemnifying Party*” has the meaning given in Section 4.3.

“*Insolvent*” means: (i) a Party shall file a voluntary petition in bankruptcy or shall be adjudicated as bankrupt or insolvent, or shall file any petition or answer or consent seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under the present or future applicable federal, state or other statute or law relative to bankruptcy, insolvency or other relief for debtors, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver, conservator or liquidator of such party or of all or any substantial part of its properties (the term “acquiesce”, as used in this definition, includes the failure to file a petition or motion to vacate or discharge any order, judgment or decree within one hundred eighty (180) days after entry of such order, judgment or decree); (ii) a court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against a Party seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act, or any other present or future applicable federal, state or other statute or law relating to bankruptcy, insolvency or other relief for debtors, and such party shall acquiesce and such decree shall remain unvacated and unstayed for an aggregate of one hundred eighty (180) days (whether or not consecutive) from the date of entry thereof, or a trustee, receiver, conservator or liquidator of such party shall be appointed with the consent or acquiescence of such party and such appointment shall remain unvacated and unstayed for an aggregate of one hundred eighty (180) days, whether or not consecutive; (iii) a Party shall admit in writing its inability to pay its debts as they mature; (iv) a Party shall give notice to any Governmental Authority of insolvency or pending insolvency, or suspension or pending suspension of operations; or (v) a Party shall make an assignment for the benefit of creditors or take any other similar action for the protection or benefit of creditors.

“*Law*” means any applicable law, statute, regulation, rule, ordinance, decision, writ, order, decree, judgment, injunctions, codes, acts, treaties, or ordinances, or any interpretation thereof, promulgated or issued by any Governmental Authority.

“*Maintenance Specification Log*” has the meaning given to it in Section Error! Reference source not found.

“*Manufacturer Warranties*” means all warranties and guarantees provided by the manufacturers of equipment included in the System, which Owner shall deliver to Provider prior to the commencement of the Services Commencement Date.

“*Net Revenues*” has the meaning given to it in Section 3.1(b).

“*Operating Costs*” has the meaning given to it in Section 3.1(d).

“*Owner*” has the meaning assigned to such term in the Preamble.

"Permit" means all permits, waivers, authorizations or licenses issued or required to be issued by any Governmental Authority having jurisdiction over the System and its ownership, operation and maintenance.

"Person" any individual, partnership, joint venture, company, corporation, limited liability company, limited duration company, limited life company, association, union, trust or other entity or organization, including any Governmental Authority or an agency or instrumentality thereof.

"Provider" has the meaning assigned to such term in the Preamble.

"Prudent Industry Practices" means, in connection with the operation and maintenance of electric vehicle fast charger systems of a comparable type and complexity to and having geographical and climatic attributes similar to the System, those practices, methods, specifications and standards of safety, performance, dependability, efficiency and economy generally recognized by industry members in the US as good and proper, and such other practices, methods or acts which, in the exercise of reasonable judgment by those reasonably experienced in the industry in light of the facts known at the time a decision is made, would be expected to accomplish the result intended at a reasonable cost and consistent with applicable laws, reliability, safety and expedition. Prudent Industry Practices are not intended to be limited to the optimum practices, methods or acts to the exclusion of all others, but rather to be a spectrum of good and proper practices, methods and acts.

"Quarterly Fee" has the meaning given to it in Section 3.1(a).

"Services Commencement Date" means the date on which Provider is to begin performance of the Services hereunder as set forth in a written notice to be delivered by Owner to Provider at such time as the installation of the System is complete, which date is expected to be [_____].

"Services" means, collectively, the services set forth in Exhibit A.

"Site" has meaning assigned to such term in the Recitals.

"Subcontractor" means any Person with whom Provider enters into an arrangement for the performance of the Services or for the performance of any of Provider's other obligations under this Agreement, including Persons at any tier with whom any Subcontractor has further subcontracted any part of the System, and the legal or personal representatives, successors, and assigns of such Person.

"System" has the meaning assigned to such term in the Recitals.

"Term" has the meaning given in Section 4.1.

1.2 Interpretation. As used in this Agreement (including the Exhibits), the terms "herein," "herewith" and "hereof" are references to this Agreement, taken as a whole, the terms "includes" or "including" shall mean "including, without limitation," and references to a "Section," "Article" or "Exhibit" shall mean a Section, Article or Exhibit of this Agreement, as the case may be, unless in any such case the context requires otherwise. All references to a given agreement, instrument or other document shall be a reference to that agreement, instrument or other document as modified, amended, supplemented and restated through the date as of which such reference is made. A reference to a Person includes its permitted successors and permitted assigns. The singular shall include the plural and the masculine shall include the feminine and neuter, and vice versa.

2. Services.

2.1 Engagement of Provider.

- a. *Engagement by Owner.* On the terms and conditions set forth in this Agreement, Owner hereby engages Provider to perform the Services.
- b. *Acceptance by Provider.* On the terms and conditions set forth in this Agreement, Provider hereby accepts the engagement referred to in subsection (a) and agrees to perform the Services.

2.2 Services.

- a. *In General.* Beginning on the Services Commencement Date and continuing through the Term of this Agreement, (i) Provider shall provide the Services to Owner in accordance with the terms and conditions of this Agreement, (ii) Owner consents to the performance of the Services, and (iii) Owner consents to Provider's collection and retention of all fees and revenue generated by the System as provided in Article 3. During the Term, (i) Provider shall have the exclusive right to provide the Services at the Site, and (ii) Owner shall not provide, or permit any third party to provide, similar services or work at the Site.
- b. *Repair and Replacement.* As part of the Services, Provider is responsible for operating and maintaining the System as provided in Exhibit A and this Agreement, and Owner shall have no obligation for the operation, maintenance, repair or replacement of the System or any component of the EV charging equipment.
- c. *Owner activities.* Owner agrees to convey such rights and provide such cooperation, information or documentation as Provider may reasonably request to support the performance of the Service including, without limitation, connecting and operating the System with electrical service, and Provider's collection of all fees and revenue generated by the System. Owner will not conduct or permit activities on, in or about Site or the System that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System or the use, operation or maintenance thereof. Owner will use commercially reasonable efforts to keep the Site secure and protect the System from vandalism and will report any occurrences to Provider immediately.
- d. *Signage.* Provider may install signage on the System and Site, subject to the approval of the Falmouth Select Board prior to the installation of any signage. Further, Provider and Owner agree to place signage on or around the System, designating the area as "Electric Vehicle Charging Only," and Owner will take reasonable measures to prevent non-electric vehicles from parking at the System.
- e. *Title.* Owner represents and warrants that Owner is the fee owner of the Site and has good, marketable, lawful title to the Site.

2.3 Standards of Performance.

- a. The Services shall be performed (a) in compliance with all Laws and Permits; (b) in accordance with Prudent Industry Practices, and (c) this Agreement.

2.4 Utility Service. Provider will be responsible for obtaining and maintaining a dedicated electrical service directly with the local utility in Provider's name as needed for the operation of the System and will be responsible for timely paying the utility bill for such service.

2.5 Waste Disposal. Provider shall not be permitted, and shall not permit any Subcontractor or any other third party acting at Provider's direction or under Provider's control, to bring to or use or generate any Hazardous Materials at the Site, except in accordance with Laws and solely to the extent required to perform the Services in accordance with Prudent Industry Practice. Provider shall be solely responsible for, and shall assume all costs associated with, the handling, storage, treatment, disposal, sampling, investigation, response, removal, remediation and transportation of all waste products, including without limitation Hazardous Materials, (a) generated or used at, or brought to, the System or the Site by Provider, Subcontractor or any other third party acting at Provider's direction or under Provider's control, or (b) generated or used at, or brought to, the System or the Site by any other third party for whom Provider does not bear any responsibility to the extent Provider, Subcontractor or any other third party acting at Provider's direction or under Provider's control negligently or intentionally causes or contributes to a release or disturbance of such waste. Provider shall fully indemnify, save harmless and defend the Owner from and against any and all damages for which Provider bears responsibility.

2.6 Insurance. During the Term, Owner shall maintain "All Risk" form property insurance sufficient to insure it against complete loss or destruction of the Site, Owner's property thereon and the System, including losses occasioned by operation of the System, whether or not involving the fault of Provider. Promptly upon any other request by Provider, Owner shall furnish Provider with copies of policies, or evidence of insurance, evidencing the required coverage. Beginning on the Services Commencement Date and continuing through the Term of this Agreement, Provider will, at its expense maintain Commercial General Liability insurance on an "occurrence form" in the minimum amount of \$1,000,000 per occurrence combined single limit and \$2,000,000 general aggregate.

2.7 Right to Access. Throughout the Term, Owner shall ensure that Provider, Subcontractors and each of their officers, agents, invitees and employees have reasonable access to the Site to provide all Services.

2.8 Preventive Maintenance.

Provider shall be responsible for any preventative maintenance of the System.

3. Compensation.

3.1 Payment. As compensation for provision of the Services by Provider, Provider shall be entitled to collect and retain all fees and revenue generated by the System; provided, that Provider will pay Owner a portion of the Net Revenues (as defined below) as follows:

a. Within sixty (60) days after the end of each calendar quarter in which positive Net Revenues are generated by the System, Provider will pay Owner an amount equal to twenty percent (20%) of the Net Revenues generated by the System during such calendar quarter (each such payment, a “Quarterly Fee”).

b. “Net Revenues” means an amount equal to (x) the Gross Revenues received by Provider during the applicable calendar quarter, minus (y) the Operating Costs paid by Provider during the same quarter.

c. “Gross Revenues” means an amount equal to the gross revenues received by Provider from customers who used the System during the applicable calendar quarter.

d. “Operating Costs” means the sum of (i) all costs paid by Provider for electricity supplied to the System, (ii) all taxes, fees or surcharges paid by Provider that are associated with the System and/or the sale of electricity and/or charging services (but not including any income taxes imposed on Provider’s revenues from the operation of the System), (iii) a transaction fee in an amount equal to two percent (2%) of Gross Revenues, and (iv) all other operations and maintenance costs paid by Provider, including software licenses and network/connectivity fees.

(a) Supporting Data. For purposes of calculating the Net Revenues from the System and the resulting the Quarterly Fee, Provider will maintain System usage data and will use commercially reasonable efforts to collect all Gross Revenues generated. Provider’s payment of each Quarterly Fee will be accompanied by an activity report for the applicable quarter, which shall state the number of customer transactions, the Gross Revenues, the Operating Costs, and the Net Revenues over such quarter.

(b) Operating Cost Carry-Forwards. If Net Revenues for any calendar quarter are less than zero, no Quarterly Fee shall be payable to Owner for such quarter. If the Gross Revenues are insufficient to pay for Operating Costs in a given month, the amount of the shortfall shall carry forward and accrue to the following month(s), such that Provider will receive reimbursement for the shortfall out of the Gross Revenues received in the following month(s). Owner’s right to receive the Quarterly Fees as calculated above shall be the only consideration payable to Owner pursuant to this Agreement.

4. Term; Termination.

4.1 Term. The term of this Agreement shall commence on the Effective Date, and, unless terminated earlier pursuant to the terms of this Agreement, shall continue until the fifth (5th) anniversary of the Services Commencement Date (the “Term”).

4.2 Termination on Default.

a. *Termination upon Default.* Either Party may terminate this Agreement if (i) the other Party becomes Insolvent, (ii) a Party fails to pay to the other Party any undisputed amounts due

under this Agreement within ten (10) days of receiving written notice of such failure from the Party owed such unpaid amount or (iii) a Party fails to perform any of its material obligations under this Agreement, which failure is not remedied within thirty (30) days of receiving written notice of such failure from the non-defaulting Party or, if the remedy is of such a nature that it cannot reasonably be completed within thirty (30) days of receiving written notice, if the defaulting Party fails to commence to remedy such failure within such thirty (30) day period and to diligently and continuously prosecute such remedy or fails to complete the same within sixty (60) days of receiving written notice.

- b. *Pre-Termination Rights.* Termination of this Agreement shall not affect any rights or obligations as between the Parties which may have accrued prior to such termination, including Provider's right to collect and retain all fees and revenue generated by the System that have accrued up to the date of termination, or which expressly or by implication are intended to survive termination, whether resulting from the event giving rise to termination or otherwise.

4.3 Indemnity. The Provider (the "Indemnifying Party") shall defend, indemnify and hold harmless, the Owner, its officers, agents, and employees, from and against any and all third party suits, actions, losses, damages, injuries, liabilities, claims, demands, penalties, assessments, interests and causes of action, expenses (including reasonable attorney's fees, of any character, type or description, including all reasonable expenses of litigation, court costs, and attorneys' fees), for (a) bodily injury or death to any person; or (b) damage to any property, and in each of the instances described in the preceding clauses (a) and (b), to the extent caused by an act or omission of the Provider. The Provider's obligations pursuant to this Section 4.3 shall not extend to claims, demands, lawsuits or actions for liability to the extent attributable to (i) the negligence or willful misconduct of the Owner or their officers, employees, agents and representatives, (ii) the acts of any third parties or (iii) the material breach by the Owner of any of its obligations under this Agreement. The Owner shall promptly notify the Provider in writing of any claim and cooperate with the Provider. The Provider shall have charge and direction of the defense and settlement of such claim; provided, that the Provider Party shall not agree to or conclude any settlement that affects the Owner without the prior written approval of the Owner (whose approval shall not be unreasonably withheld). The Owner's failure to notify the Provider as provided in this Section 4.3 shall not relieve the Provider of its obligations under this Section 4.3 except to the extent that the Provider can clearly demonstrate that said failure has a material adverse effect on the defense of the matter

4.4 Limitation on Liability.

- a. *Limitation on Liability.* Except for third party indemnity claims hereunder, it is agreed and understood that the total liability each Party under this Agreement shall not in the aggregate exceed \$25,000 whether or not such liability is claimed in contract, tort (including negligence and strict liability), warranty, or any other legal or equitable theory, save in respect of any fraud, willful misconduct, or gross negligence on the part of such Party or such Party's representatives, subcontractors, employees or agents and with respect to the indemnification obligations of the parties pursuant to Section 4.3; provided, that the foregoing limitation liability shall not apply to (i) any loss or damage to the extent arising

out of or connected with Contractor's gross negligence, fraud, willful misconduct or illegal or unlawful acts; or (ii) damages for which insurance proceeds are actually received from insurance required to be provided pursuant to this Agreement, it being the Parties' specific intent that the limitation of liability shall not relieve the insurers' obligations for such insured risks.

- b. *NO CONSEQUENTIAL DAMAGES.* EXCEPT WITH RESPECT TO THE INDEMNIFICATION OBLIGATIONS OF THE PARTIES PURSUANT TO SECTION 4.3 IN THE EVENT OF ANY CLAIMS MADE BY A THIRD PARTY FOR INJURY, DEATH OR PROPERTY DAMAGE, NEITHER OWNER NOR OPERATOR NOR ANY OF EITHER OF THEIR SUCCESSORS OR ASSIGNS, OR THEIR RESPECTIVE SHAREHOLDERS, PARTNERS, ASSIGNS, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, OR REPRESENTATIVES SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, SPECIAL, EXEMPLARY, INDIRECT, OR INCIDENTAL LOSSES OR DAMAGES, INCLUDING FROM LOSS OF GOODWILL AND LOSS OF PROFIT, AND OWNER AND OPERATOR EACH HEREBY RELEASES THE OTHER AND EACH OF SUCH PERSONS FROM ANY SUCH LIABILITY.

4.5 Force Majeure Event.

- a. *No Liability.* Neither Party shall be considered to be in default of its obligations under this Agreement when and to the extent that performance of such obligations is prevented by any Force Majeure Event which arises after the date of this Agreement.
- b. *Obligations during Force Majeure Event.* If either Party shall rely on the occurrence of a Force Majeure Event as a basis for being excused from the performance of its obligations under this Agreement, then the Party relying on the event or condition shall (i) promptly notify the other Party, (ii) exercise commercially reasonable efforts to continue to perform its obligations hereunder, (iii) take action within its reasonable control to correct or cure the Force Majeure Event, and (iv) exercise all commercially reasonable efforts to mitigate damages to the other Party to the extent such action will not adversely affect its own interests.
- c. *Termination for Force Majeure Event.* In the event that Provider is prevented from providing all or part of the Services as a result of a Force Majeure Event for a continuous period of one hundred eighty (180) days, either Party may terminate this Agreement.

5. Miscellaneous.

5.1 Amendments. This Agreement may only be amended, modified or supplemented by an instrument in writing executed by duly authorized representatives of Owner and Provider; provided, that, for the avoidance of doubt, this Agreement may not be amended by electronic mail communications.

5.2 Waivers. No delay or omission by a Party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by any Party of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be signed by the Party waiving its rights.

5.3 Successors and Assigns. No Party shall be entitled to assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed.

5.4 Representations and Warranties. Each of Owner and Provider represents that as of the Effective Date:

- a. it is duly organized, validly existing and in good standing under the laws applicable to its formation and has all requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby;
- b. this Agreement has been duly executed and delivered by such Party and constitutes the legal, valid and binding obligations of such Party, enforceable against such Party in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, moratorium or similar laws affecting creditor's rights or by general equitable principles;
- c. the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby do not and shall not conflict with or violate (i) the certificate of incorporation or bylaws or equivalent organizational documents of such Party or (ii) any law applicable to such Party and such execution, delivery and performance of this Agreement does not require any governmental approval; and
- d. there is no action pending or, to the knowledge of such Party, threatened, which would hinder, modify, delay or otherwise adversely affect such Party's ability to perform its obligations under this Agreement.

5.5 Further Assurances. Upon receipt of a written request from the other Party, each Party shall execute such additional documents, instruments, and assurances and take such additional actions as are reasonably necessary and desirable to carry out the terms and intent hereof. Neither Party shall unreasonably withhold, condition, or delay its compliance with any reasonable request made pursuant to this Section 5.5.

5.6 No Partnership or Joint Venture. Provider, and the agents and employees of Provider, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Owner. This Agreement shall not impart any rights enforceable by any third party (other than a permitted successor or assignee bound to this Agreement).

5.7 Notices. Any notice required or permitted to be given under this Agreement shall be given in writing and shall be deemed effectively given (a) upon personal delivery, (b) two (2) business days after deposit with a nationally recognized overnight delivery service, or (c) when transmittal is confirmed by return facsimile or electronic mail if transmitted by facsimile or electronic mail. All notices shall be delivered to the addresses set forth below or to such other address as a Party may designate by ten (10) Days' prior written notice to the other Party.

If to Provider:

Ben Kahane, Integrative Charging
658 Main St
Sausalito MA 94965
Email: ben@integrativecharging.com

If to Owner:

Michael Renshaw, Town Manager
59 Town Hall Sq.
Falmouth MA 02540
Email: townmanager@falmouthma.gov

5.8 Dispute Resolution.

- a. *Governing Law; Jurisdiction.* This Agreement is governed by and shall be interpreted in accordance with the laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of law. Any legal claim, suit, proceeding, or action hereunder shall be brought in a court of competent jurisdiction located in Massachusetts. By execution and delivery of this Agreement, each of the Parties hereby accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts and appellate courts lying therein. EACH PARTY WAIVES ITS RESPECTIVE RIGHT TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.
- b. *Disputes.* All disputes between the Parties arising out of or relating to this Agreement or the breach, termination or validity thereof (a "Dispute") shall be resolved solely in accordance with this Section:
 - i. *Dispute Notification; Meeting to Resolve.* If a Dispute occurs, the aggrieved Party shall provide written notification of the dispute to the other Party (a "Dispute Notification"). Promptly thereafter, the Parties shall conduct a meeting, attended by a representative of each Party with decision making authority regarding the Dispute, to attempt in good faith to negotiate a resolution of the Dispute. If the Parties are unable to resolve the Dispute within thirty (30) days after a Party first

requests such meeting, then either Party may elect to seek recourse in a court of law.

5.9 Confidential Information and Permitted Disclosures. Each Party shall hold in confidence (a) any information provided or supplied by the other Party that is marked to be confidential, including such information as may have been provided or supplied prior to the Effective Date and (b) the contents of this Agreement (collectively, "Confidential Information").

c. Permitted Disclosures. Notwithstanding anything herein to the contrary, a Party may disclose Confidential Information as follows:

- i. Confidential Information may be disclosed pursuant to and in conformity with applicable law or in connection with any dispute resolution in accordance with this Agreement, provided that the Party required to disclose such information shall give prior notice to the other Party of such required disclosure and, if so requested by the other Party, shall use all reasonable efforts to oppose the requested disclosure as appropriate under the circumstances or to seek, through a protective order or other appropriate mechanism, to maintain the confidentiality of the Confidential Information;
- ii. Confidential Information may be disclosed as required to be disclosed under securities laws applicable to publicly traded companies and their subsidiaries;
- iii. Confidential Information may be disclosed to Affiliates, subcontractors, employees, directors, officers, agents, advisors or representatives of such Party as necessary in connection with the Services and the System; provided that such Persons are informed of the confidential nature of the Confidential Information, and such Party shall be liable to the other for any disclosure by such Person in violation of the terms of this Section; and Owner may disclose a copy of this Agreement to any actual or potential financing parties and/or insurers.

5.10 Complete Agreement. This Agreement, together with any Schedules and Exhibits attached hereto, constitutes the entire agreement and understanding between Owner and Provider with respect to the subject matter hereof and supersedes all other prior agreements relating to the subject matter hereof, which are of no further force or effect. The Schedules and Exhibits attached hereto are integral parts hereof and are made a part of this Agreement by reference. In the event of a conflict between the provisions of this Agreement and those of the Schedules and Exhibit, the provisions of this Agreement shall prevail, and such Schedules or Exhibits shall be corrected accordingly.

5.11 Headings. The headings for each Article and Section of this Agreement are inserted for convenience of reference purposes only and will not be deemed and are not intended to limit, affect or expand on the meaning of the language contained in the particular Article or Section or to constitute a part hereof, and will be of no force or effect in construing or interpreting any of the provisions in this Agreement.

- 5.12 Severability. In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the Parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby. The Parties shall, however, use their best endeavors to agree on the replacement of the void, illegal or unenforceable provision(s) with legally acceptable clauses which correspond as closely as possible to the sense and purpose of the affected provision and this Agreement as a whole.
- 5.13 Negotiated Terms. The Parties agree that the terms and conditions of this Agreement are the result of negotiations between the Parties and that this Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Agreement.
- 5.14 Survival of Obligations. The expiration or earlier termination of this Agreement shall be without prejudice to the obligations which one Party owed to the other Party hereunder as of the time of such expiration or termination. Provisions of this Agreement which expressly provide for survival shall survive the expiration or termination of this Agreement for the periods of time so noted.
- 5.15 Counterparts. This Agreement may be executed in one or more counterparts and delivered by electronic means, each of which taken together shall constitute one and the same instrument and each of which shall be deemed an original. E-mailed PDF signatures shall be considered original signatures.

[SIGNATURE PAGES FOLLOW]

IN WITNESS HEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

PROVIDER:

Ben Kahane

Name: Ben Kahane

Title: CEO

OWNER:

Michael Renshaw

Name: MICHAEL RENSHAW

Title: TOWN MANAGER

Approved as to form:

MB

Town Counsel

Certified for sufficient appropriation:

Victoria

Town Accountant

Exhibit A

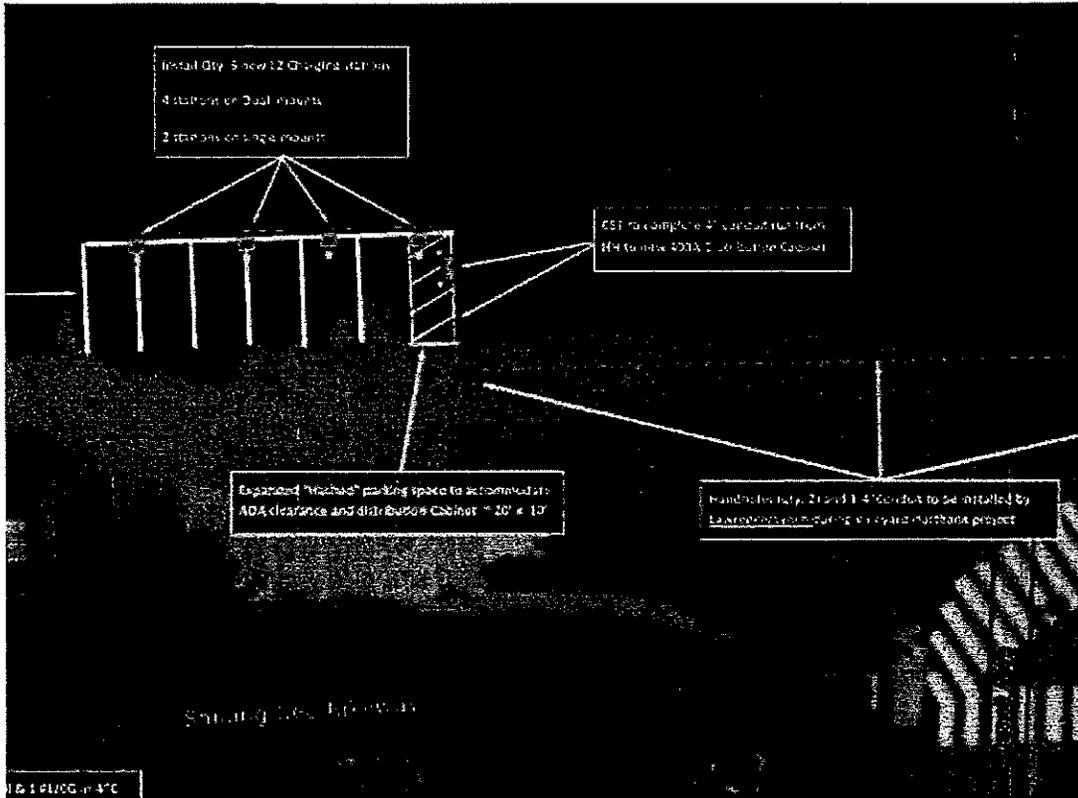
Services

Subject to the terms, conditions and limitations set forth in the Agreement and this Exhibit A and starting on the Services Commencement Date, Provider shall perform the following services:

- Provider will be responsible for promptly responding to System issues by using commercially reasonable efforts to engage Subcontractors and vendors to enact repairs or other services reasonably necessary to keep the System in good working order in accordance with the instructions and manuals of the System.
- Except as provided in the Agreement, Provider will be responsible for all costs and the performance of all tasks required for operating and maintaining the System.
- Provider will be responsible for handling customer service concerns with the System, including the collection and retention of all fees and revenue generated by the System.
- Provider will also be responsible for paying the monthly utility bill for electrical service to the System, which Owner agrees will be listed under the Provider's name.
- Provider will use commercially reasonable efforts to coordinate any unscheduled services that might be required, including warranty repairs, or unwarranted repairs caused by vandalism or uncovered causes. In conjunction with Owner, Provider will manage and coordinate all warranty and insurance claims relating to the System, and retain all claims and correspondence relating thereto.

Exhibit B

Location of Charging Stations



OPEN SESSION

CONSENT AGENDA

2. Administrative Orders

- a. Consider approval and authorization of a prescribed burn on the Coonamessett Fields



AGENDA ITEM SUMMARY SHEET

ITEM NUMBER: Consent Agenda – Administrative Orders 2.a.

ITEM TITLE: Consider approval and authorization of a prescribed burn on the Coonamessett Fields

MEETING DATE: 12/16/2024

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

SUBMITTED BY: Mark Kasprzyk

ATTACHMENTS:

Coonamessett Fields, Falmouth, MA - prescribed burn area proposal - 22 acres

PURPOSE:

For the Town to enter into an agreement with the U.S Fish & Wildlife Service and/or its Partners to undertake Fish & Wildlife Habitat Restoration activities on land owned by the Town of Falmouth, MA.

BACKGROUND/SUMMARY:

- Since 2000, the Conservation Department has spearheaded the effort to remove and control invasive plant species at the Coonamessett Fields and to restore and expand agricultural grasses into a native sandplain grassland habitat community.
- Through collaborative efforts with DPW, US Fish & Wildlife Service, Mass Wildlife, Team Rubicon, Case Construction, pro bono work by local landscape companies, The 300 Committee, Friend of Mashpee National Wildlife Refuge, Upper Cape

Tech students, AmeriCorps Cape Cod and numerous volunteers, the field area has expanded from 15 acres to over 22 acres. Invasive plant density has been significantly reduced.

- Since 2021, the Conservation Dept has been awarded yearly Mass Wildlife Habitat Management Grants to expand sandplain grassland and to control existing invasive plant species. In 2022, we received a grant for a prescribed burn, the first in over 20 years. The recommendation is to conduct a burn every three years to better control invasives and allow the native fire-adapted grassland species to thrive.
- Once a Fish and Wildlife Habitat Restoration Agreement with US Fish & Wildlife Service is reviewed and approved for signature, the Town would then contract with Star Tree Wildfire Protection LLC to have the prescribed burn completed at the Coonamessett Fields. In accordance with their landowner agreement, USF&W would pay the \$27,000 to Star Tree Wildfire Protection LLC directly. The USF&W Service needs permission from the Select Board to allow the Service and/or its Partners to conduct the burn on Town property: no match is required.

DEPARTMENT RECOMMENDATION:

The Conservation Commission supports this work and recommends that the Select Board authorize this prescribed burn on the Coonamessett Fields.

OPTIONS:

- Motion to approve and authorize a prescribed burn on the Coonamessett Fields, as presented.
- Motion to deny approval and authorization of a prescribed burn on the Coonamessett Fields

****Denial of the request will not allow a prescribed burn and set back sandplain grassland restoration.**

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 and authorize this prescribed burn on the Coonamessett Fields as presented.

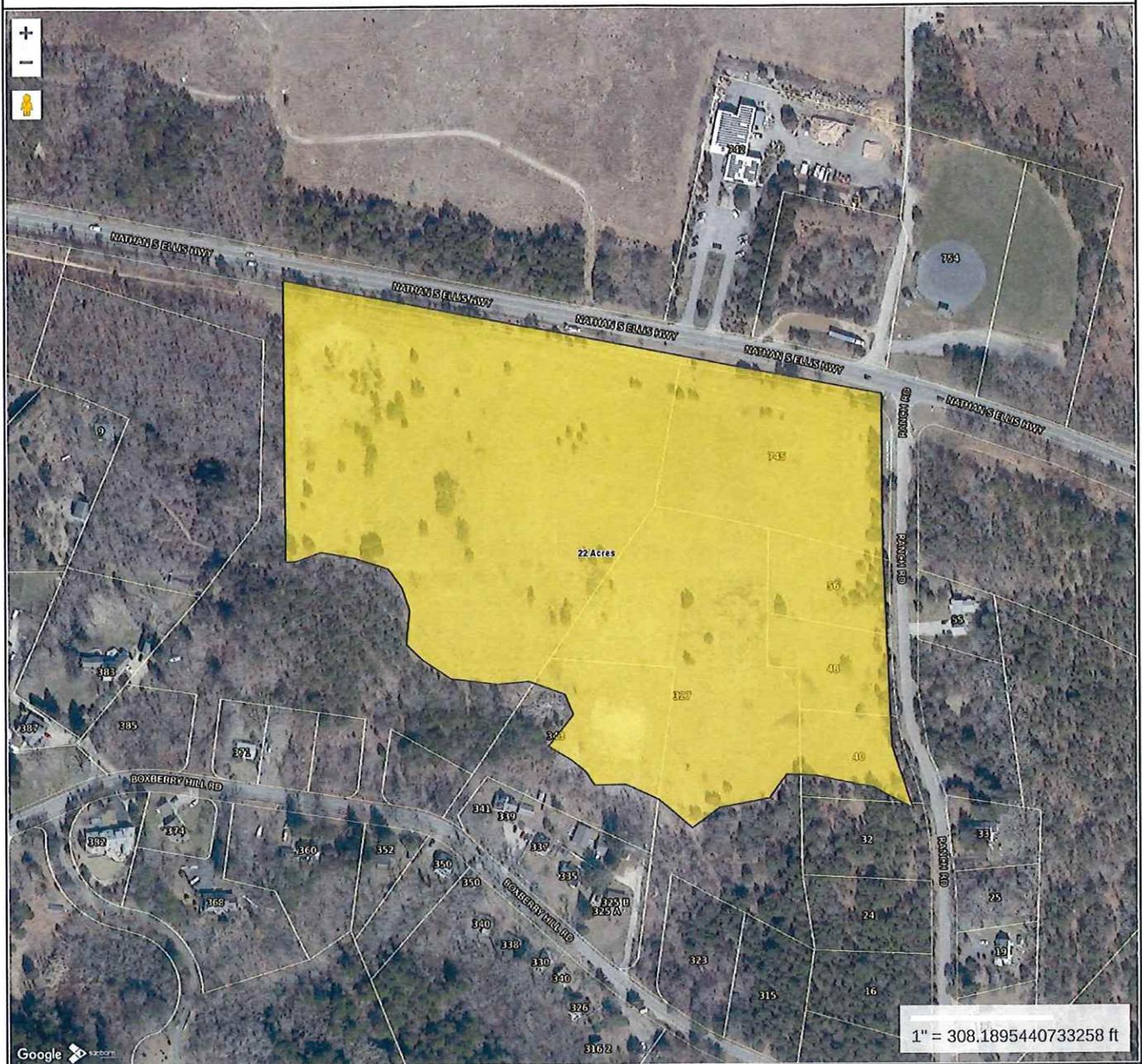
Michael Renshaw

Town Manager

12/10/2024

Date

Coonamessett Fields, Falmouth, MA - prescribed burn area proposal - 22 acres



**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 09/04/2024
Data updated 10/17/2024

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

OPEN SESSION

CONSENT AGENDA

2. Administrative Orders

- b. Consider the approval of the Conservation Commission's request to file for a Mass Wildlife Habitat Management Grant for continued sandplain grassland management by using invasive plant control



AGENDA ITEM SUMMARY SHEET

ITEM NUMBER: Consent Agenda – Administrative Orders 2.b.

ITEM TITLE: Consider the approval of the Conservation Commission's request to file for a Mass Wildlife Habitat Management Grant for continued sandplain grassland management by using invasive plant control

MEETING DATE: 12/16/2024

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

SUBMITTED BY: Mark Kasprzyk

ATTACHMENTS: Coonamessett Fields, Falmouth, MA - prescribed burn area proposal - 22 acres

PURPOSE:

For the Select Board to approve the Conservation Commission's request to file for a Mass Wildlife Habitat Management Grant for continued sandplain grassland management by using invasive plant control.

BACKGROUND/SUMMARY:

- The Conservation Department has been actively managing the Coonamessett fields since 2000 with the express purpose of re-establishing native sandplain grassland habitat and controlling invasive plant species.
- During earlier years, the Town made strides through help from volunteers, DPW-Parks & Highways, The 300 Committee and AmeriCorps to mechanically remove invasive trees/shrubs and maintain re-created grassland habitat through biannual mowing events.

- The 2016 MOU with the Mashpee National Wildlife Refuge provided a mechanism for collaboration between groups (Federal, State, municipal, land trusts, tribal, private, etc.) within the Mashpee National Wildlife Refuge boundaries that have allowed projects that would not otherwise happen. Combining resources such as heavy equipment, expertise, permits already acquired by Federal/State agencies and going in on joint partnerships for grants have been some of the benefits. As a result, the grasslands were expanded considerably in 2018 through a US Fish & Wildlife and Team Rubicon clearing project.
- Mass Wildlife has awarded 4 grants to the Conservation Department totaling \$117,000 over the last four years. Mass Wildlife Habitat Management Grants do not require a Town match.
- The proposed project for \$20,000 will allow us to continue to control invasive plant species through targeted herbicide use across the established 22 acres of sandplain grassland habitat and the newly established 3.7 acres of forest/grassland. The connectivity of adjacent grassland and forested habitat at the specific site level will increase biodiversity at the edge zones; it will also improve connectivity at the regional level, to adjacent local and state conservation lands.

DEPARTMENT RECOMMENDATION:

The Conservation Commission supports this work and recommends that the Select Board approve the request to file for a Mass Wildlife Habitat Management Grant for continued sandplain grassland management by using invasive plant control.

OPTIONS:

- Motion to approve the Conservation Commission's request to file for a Mass Wildlife Habitat Management Grant for continued sandplain grassland management by using invasive plant control as presented.
- Motion to deny approval of the Conservation Commission's request to file for a Mass Wildlife Habitat Management Grant for continued sandplain grassland management by using invasive plant control.

****Denial of the request will result in invasive plant species re-establishing before the native sandplain grassland habitat has become fully established.**

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 to file for a Mass Wildlife Habitat Management Grant for continued sandplain grassland management by using invasive plant control.

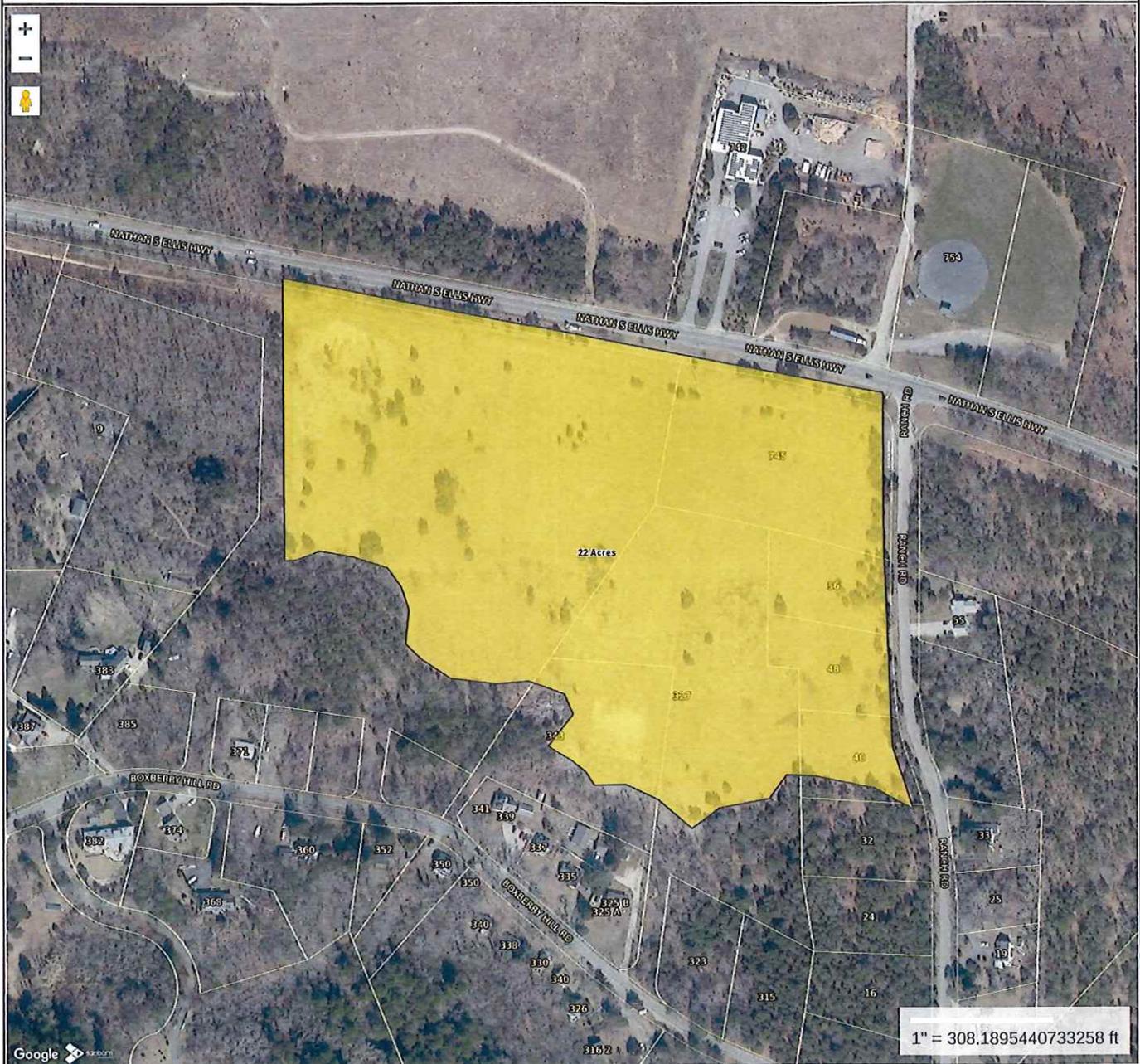
Michael Renshaw

Town Manager

12/10/2024

Date

Coonamessett Fields, Falmouth, MA - prescribed burn area proposal - 22 acres



**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 09/04/2024
Data updated 10/17/2024

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

OPEN SESSION

MINUTES

1. Review and vote to approve minutes of meetings

- a. Public Session – December 2, 2024

TOWN OF FALMOUTH
SELECT BOARD
Open Meeting Minutes - DRAFT
MONDAY, DECEMBER 2, 2024 – 6:30 P.M.
SELECT BOARD MEETING ROOM
TOWN HALL
59 TOWN HALL SQUARE, FALMOUTH, MA 02540

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

Select Board:

Present: Nancy Robbins Taylor, Chair; Edwin (Scott) Zylinski II, Vice-Chair; Douglas C. Brown; Robert P. Mascali

Absent: Heather M. H. Goldstone

Others present: Mike Renshaw, Town Manager; Peter Johnson-Staub, Assistant Town Manager

6:30 p.m. OPEN SESSION

Call to Order: By Chair Taylor

Pledge of Allegiance: Led by Select Board

Recognitions:

Mr. Brown recognized Native American Heritage Month, which was last month.

Announcements:

Mr. Mascali, as the liaison to the Council on Aging, read an announcement regarding the Senior Center Wall of Recognition, and the selection of John Magnani and James Vieira as 2024 recipients.

Public Comment:

Jamie Mathews from the Conservation Commission, accompanied by Jennifer Lincoln, administrator, asked the Select Board for support for getting more commissioners and general support for the commission. He announced an upcoming open house on Dec. 5 to attract applicants.

Richard Duby, Precinct 6 – gave the Board documents from the inspector general’s manual on 30B – highlighted passages from the document regarding trade-ins — said as policy, aggregation was not mandated,

Rachel Lovett from the Falmouth Historical Society - informally updated the Board on the activities of the 250th celebration of the American Revolution – said a logo will be forthcoming – said events are being planned, such as a lantern lighting and lectures and education talks concerning the period.

COMMITTEE INTERVIEWS

Interview, vote and consider appointing committee members:

EDIC – Gregory Baldwin

Chair Taylor asked if Mr. Baldwin had anything to add to his application information. Mr. Baldwin said he was very excited to be part of the EDIC. Mr. Brown asked about his construction experience. Mr. Baldwin said he has 3 years as a contractor and realtor, working in Provincetown and Nantucket. He gave information regarding his experience there.

Motion by Mr. Brown: To appoint Mr. Gregory Baldwin to a position on the EDIC until 6/30/2026

Second: Mr. Zylinski **Vote:** Yes – 3 No – 0 Abstain – 1 (Mr. Mascali)

Police Station Advisory Committee – Robert G. Zollo, Edward Swartz, James T. Morse, Michael Duffany, Gerald C. Potamis, Boyd DeMello, Michael S. Schmidt, Thomas T. Vose, Alexander Fucillo, George Sherrill, Carissa April, Robert G. Ripley, Jr.

Chair Taylor announced that there would be no vote tonight since two applicants could not be present. The vote will be the last meeting in December, she said. Also, Mr. Ripley has withdrawn his application.

Chair Taylor began each interview by asking the candidate if there were anything they would like the Board to know that was not included in their application.

Robert Zollo

Mr. Zollo said, regarding construction, he is a 3rd generation paint contractor – said with experience as a police chief, he has a unique perspective on what such a building would need.

Mr. Zylinski asked if Mr. Zollo had toured the Falmouth police station. Mr. Zollo said he had not.

Mr. Brown asked about Mr. Zollo's familiarity with Falmouth. Mr. Zollo said he purchased a house in East Falmouth 13 years ago and retired 2 and a half years ago. He offered details about the new station in where he was police chief. Mr. Brown said his question was more about the needs of Falmouth as a town and the future needs of a police station. Mr. Zollo said he retired from Wilbraham and gave information regarding the volume of calls for service there.

Mr. Mascali asked Mr. Zollo to identify two or three of the most important items he would be focusing on to serve the police staff here. Mr. Zollo named having electricity in the officers' lockers for charging radios and flashlights. Another was a garage area for washing cars inside in the winter, as well as protection for parked cruisers from the elements during winter months. He mentioned showers in the locker rooms, and a washer/dryer.

Edward Swartz

Mr. Swartz said, regarding public safety and buildings, that many years ago in Taunton a plan to build a public safety facility met with many delays, and consequently there was a temporary police station there for 50 years until ground was broken this year for a new station. Regarding siting a building, he said he worked on that project in Dighton. He said he also has experience in procurement. He said he has a long record of municipal service in elected and appointed positions. He cited examples of such service in Taunton.

Mr. Mascali asked about the time commitment considering Mr. Swartz's work on the Municipal Light Board. Mr. Swartz said he works from home, he is local, and he has flexibility. He said it is not an issue.

Mr. Zylinski asked if Mr. Swartz has taken a tour of the police station. Mr. Swartz said he has not taken a tour but has general conversations "about what's going on" in Town over time with the police chief. He said he likes to get involved and tries to understand the issues.

Mr. Brown asked if Mr. Swartz has enough understanding of blueprints and other specifics of construction. Mr. Swartz said he has a basic understanding and lets experts ask the specific questions.

James Morse

Mr. Morse said regarding construction, his background is not in the trades but rather construction litigation and experience with the zoning board. He said he is comfortable doing site review and looking at plans.

Mr. Zylinski asked if Mr. Morse has toured the police station. He also asked when you look at what we have now (the booking area and other insufficiencies) if he is comfortable looking at plans and talking with the police chief regarding needs. Mr. Morse said he was in law enforcement for 24 years. He said despite being a defense attorney, he wants the police department to be well equipped, well trained, and properly housed.

Chair Taylor said she wants the new building to promote the health of our officers. Mr. Morse said when he was on the police force in Oak Bluffs, they took from Holden the idea of having a gym to promote good health.

Mr. Mascali asked what other things could improve the benefit of the officers. Mr. Morse said proper locker room space for both males and females, proper meeting space for victims, back door entry/exit for victims, sufficient infrastructure for technology, to name a few. He said he was in the Falmouth police station nine years ago for training and does not think it has improved with age.

Gerald Potamis

Mr. Potamis said the only thing he left out of his application was that he was the first value engineering coordinator with EPA. He said he has been to the police department a couple of times and it was moldy then.

Mr. Brown acknowledged Mr. Potamis's service on the ZBA and his ability to read plans.

Boyd DeMello

Mr. DeMello said he was 37 years in public safety and a lifelong resident of Falmouth. What he would add to his application is that he served on the Sandwich Rd. fire station committee, and they would be delivering a good product when all is said and done. He said with that project he was at the construction meetings on a weekly basis, which gave him bigger insight regarding what goes into a public safety building. He said he has spent time at the police station, seven or eight times a week for different matters. He said he understands the balance between providing a building that can go into the future while also considering what the Town can afford.

Chair Taylor asked what Mr. DeMello would want in a new station that promotes the health of our officers, both physical and psychological. Mr. DeMello said psychological health for both the police department and fire service is now being recognized. He said a place where police officers can maintain physical health is at the forefront, and cited a fitness room that was built at the new fire station.

Thomas Vose

Mr. Vose said he has been a licensed construction supervisor for about 15 years and has a lot of experience reading plans and interpreting projects, as well as budgeting. He said he is from Falmouth and a Town Meeting member and looks forward to the opportunity to serve.

Mr. Brown asked how he feels about understanding the needs of the police department. Mr. Vose said he feels pretty good about it. He said the building would be a structure that would house its occupants and serve them well, and he would adapt to their specific needs. Mr. Brown clarified that Mr. Vose would be more focused on the construction aspect and take leadership from others on the other aspects. Mr. Vose said yes.

Mr. Zylinski asked if Mr. Vose has been to the police station, especially considering that seeing what we have now adds context to what is needed not only now but also in the future. Mr. Vose said he understands that there is a huge difference between what the station has now and what is needed. Mr. Zylinski reiterated that frivolity is not part of technology and status quo of what is needed in the industry right now.

Alexander Fucillo – Mr. Fucillo had to leave the meeting. Chair Taylor said the Board would interview him on Dec. 16th.

George Sherrill

Mr. Sherrill said that he grew up in Falmouth, left for a while, did 40 years of policing and 5 years in charge of college public safety in the Worcester area, and currently works for civil service part time testing new applicants. He said he knows policing and culture. He said while working in Holden he visited 20 to 30 police stations across the state to learn from others' mistakes. He said he has been to the Falmouth police station several times during his many years in the Town and it's one of the worst in the state. He said the condition is terrible. He said he knows what the standards are and what the officers need.

Chair Taylor said that unfortunately she agrees with him, and the police station is an embarrassment to the Town. She asked what the new building would need to accomplish the Board's directive to the police chief when he was appointed that he take good care of his officers. Mr. Sherrill said that 21st century policing is officer safety and wellness and physical fitness. He said it's important to show the officers that you care about them and are investing in them.

Carissa April

Ms. April added that she was excited about the opportunity to be a part of this big decision for the Town. She said she was once a licensed construction supervisor, along with experience in the Coast Guard and maritime law enforcement, federal law enforcement, and working in first responder facilities. She said she feels she may bring a different perspective to the committee rather than a field of expertise. She said she is a community member, a mother, a neighbor, is involved with the veterans' center, and is interested in being part of this project on that level. She said she would listen to what others identify as needs and find a way to meet them.

Mr. Brown asked Ms. April if she would be okay with reading blueprints. Ms. April said she can read a set of plans and was a point person between the architect and contractors for the new veterans' center. She finished with, "But I'll ask. I won't pretend."

PUBLIC HEARINGS

Application to transfer Shellfish Aquaculture license #A17-01 for 1.1 acres in Nantucket Sound off Washburn Island from Glen Chamberlain to Robert O. Sargent

Mr. Zylinski read out the hearing notice.

Mr. Brown said if the gentleman wants to transfer it over to Mr. Sargent, we should keep it going.

Mr. Mascali asked if the other transfers on the agenda indicated something was going on in the industry. Mr. Sargent said that Glen Chamberlain has not been doing much with the acres since Covid. Mr. Sargeant said he has been looking forward to doing this for years. He said he has volunteered with the Town with growing and seeding the oysters. He said his goal is to try it. He is 15 years a commercial fisherman in Falmouth, and a Coast Guard veteran.

Public comment: None

Motion by Mr. Brown: To close the hearing Second: Mr. Mascali Vote: Yes – 4 No – 0

**Motion by Mr. Brown: To approve the transfer Shellfish Aquaculture license #A17-01 for 1.1 acres in Nantucket Sound from Glen Chamberlain to Robert O. Sargent as presented Second: Mr. Mascali
Vote: Yes – 4 No - 0**

Application to transfer Shellfish Aquaculture license #A17-02 for 3 acres in Buzzards Bay off Fiddlers Cove and Nye’s Neck from Paula Miller to Cape Cod Oyster Co., Inc.

Mr. Zylinski read out the hearing notice.

David Ryan, the applicant, was present. Mr. Mascali clarified that Mr. Ryan would be changing the method of farming and would have to go before the conservation commission. He asked what would happen if the commission turned him down. Mr. Ryan said he would have to restructure the agreement he has with the Perinis. Mr. Mascali ascertained that it is a critical element of Mr. Ryan’s plan that he get approval from CONCOM. Mr. Ryan agreed.

Mr. Brown said he has seen all the letters of support for this transfer of license.

Public comment: None

Motion by Mr. Brown: To close the hearing Second: Mr. Mascali Vote: Yes – 4 No – 0

Mr. Mascali wondered if, considering the necessity of CONCOM approval, the Board should hold off granting approval now and wait to see what CONCOM’s decision is.

Mr. Renshaw said this application would go before CONCOM on Dec. 11. He said there were many letters of support. He said he has no strong opinion on deferring action tonight. He said he has seen a lot of the type of transition that Mr. Ryan is proposing, and it’s not novel. He said he would not anticipate any issues. It was determined that there was no procedural reason to hold up approval. Mr. Renshaw noted that the timing involving the two boards was unique. Mr. Brown said he would like to dispense with it.

Motion by Mr. Brown: To approve the application to transfer Shellfish Aquaculture license #A17-02 for 3 acres in Buzzards Bay off Fiddlers Cove and Nye’s Neck from Paula Miller to Cape Cod Oyster Co. as presented Second: Mr. Zylinski Vote: Yes – 4 No – 0

Application to transfer Shellfish Aquaculture License #A15-06 for 2 acres plus a 20’x8’ upweller in Megansett Harbor from Ty Perini to Cape Cod Oyster Co., Inc.

Mr. Zylinski read out the hearing notice.

David Ryan was present for this application.

Mr. Zylinski asked if the license is for boats and trailers only. Mr. Johnson-Staub said yes. There was brief comment on the confusing nature of the way the language is written.

Mr. Brown asked for clarification of the “second hand” phrase. Mr. Bogosian said he buys the boats new from the manufacturer and then re-sells them. They have not been used before.

Motion by Mr. Mascali: To approve the issuance of a second-hand dealer license for Flying Bridge Marina, LLC, 250 Scranton Avenue, Falmouth, as presented Second: Mr. Brown Vote: Yes – 4 No - 0

Consider approval of an application for a Common Victualler License – Kravings Pizza & Ice Cream, LLC d/b/a Simply Divine Pizza Co., 271 Main Street, Falmouth

Mr. Renshaw orally reviewed the item for the Board, referring to the *Agenda Item Summary Sheet*, Item number and Title: *Business 4 - Consider approval of an application for a Common Victualler License – Kravings Pizza & Ice Cream, LLC d/b/a Simply Divine Pizza Co., 271 Main Street, Falmouth* in the Select Board packet. He recommended approval.

Mr. Brown noted that it did not appear that there would be any changes to the operation.

Motion by Mr. Brown: To approve the application for a common victualler license – Kravings Pizza and Ice Cream, LLC, d/b/a Simply Divine Pizza Co., 271 Main St., Falmouth, as presented Second: Mr. Mascali Vote: Yes – 4 No - 0

Consider approval of an application for a Change of Manager of an All-Alcoholic Beverages Restaurant License – The Cape Club located at 125 Falmouth Woods Road, East Falmouth

Mr. Renshaw orally reviewed the item for the Board, referring to the *Agenda Item Summary Sheet*, Item number and Title: *Business 5 - Consider approval of an application for a Change of Manager of an All-Alcoholic Beverages Restaurant License – The Cape Club located at 125 Falmouth Woods Road, East Falmouth* in the Select Board packet. He recommended approval.

Mr. Brown noted that the manager (David Hamill) is in Buzzards Bay. He asked the representative present if he would be responsible for the service of the alcohol. He said yes, completely.

Motion by Mr. Brown: To approve the application for a change-of-manager of an all-alcoholic beverages restaurant license- The Cape Club located at 125 Falmouth Woods Road, East Falmouth as presented Second: Mr. Zylinski Vote: Yes – 4 No - 0

Announce April 2025 Annual Town Meeting schedule

Mr. Renshaw orally reviewed the item for the Board, referring to the *Agenda Item Summary Sheet*, Item number and Title: *Business 6 - Announce April 2025 Annual Town Meeting schedule* in the Select Board packet. He recommended approval.

Motion by Chair Taylor: To adopt April 2025 Town Meeting schedule as submitted Second: Mr. Mascali Vote: Yes – 4 No - 0

Discuss and consider voting the 2025 Select Board meeting calendar dates

Chair Taylor said there would be no vote on this item tonight. She asked Board members to take the calendar home for review, noting that there were some meetings scheduled on Jewish holidays, which is unacceptable. She said the corrected calendar would be voted on Dec. 16. While generally a good layout, members noted there were problem areas.

CONSENT AGENDA

1. Licenses

- a. Consider approval of the resubmission of an application filed by Woods Hole Golf Club, Inc., 130 Quissett Avenue, Woods Hole, for a Change of Officers/Directors to its All-Alcoholic Beverages Non-Profit Club License

2. Administrative Orders

- a. Consider authorization to apply to Falmouth Road Race for grant to support upgrades to “original” Town skatepark
- b. Consider vote to accept a donation from the Falmouth Running Club in the amount of \$500.00 to the Town of Falmouth Bicycle and Pedestrian Committee for Cape Cod Marathon volunteers
- c. Consider approval of the petition of NSTAR Electric Company d/b/a Eversource Energy for permission to install approximately 713’ (feet) of 4-6” conduit under town road, Surf Drive, and install 1 new manhole to be labeled 70000/220. This work is necessary for the Falmouth to Martha’s Vineyard Submarine Cable Project.
- d. Consider approval of the petition of NSTAR Electric Company d/b/a Eversource Energy for permission to install approximately 30’ (feet) of 1-3” PVC conduit under town road and install 1 new handhole to be labeled 353/H4. This work is necessary to provide electric service to 63 Bayside Drive.
- e. Consider approval of the petition of NSTAR Electric Company d/b/a Eversource Energy and Verizon New England, Inc. for permission to install 1 new midspan JO pole to be labeled 549/18-5 approximately 75’ (feet) southwest of existing pole 549/18. This pole location is necessary to provide electric service to #100 Madeline Road.
- f. Consider request to apply for grant funds from the Executive Office of Housing and Livable Communities District Local Technical Assistance (DLTA) program for the development of Design Guidelines for the Planning Board
- g. Consider approval of the first 20-acre North Falmouth Woodlands conservation restriction (48 Benjamin Nyes Lane, Lot 5)

Motion by Mr Zylinski: To move the Consent Agenda Second: Mr. Mascali Vote: Yes – 4 No - 0

MINUTES

Review and Vote to Approve Minutes of Meetings

Public Sessions – July 1, 2024: no edits

Public Session - August 24, 2024, Strategic Planning Session:

- 1) Mr. Brown thought that on p. 1, second to last paragraph – there should be mention of the fact that we would likely have to be talking to the school committee about potentially downsizing and maybe repurposing a building. It was funny timing because shortly after that they announced it. It should be reflected in the minutes.
- 2) Mr. Brown said that on p.1, last paragraph, what he thought he said was additional staffing for the police department

Public Session - November 4, 2024: no edits

Motion by Mr. Brown: To move the minutes of July 1, 2024, August 24, 2024, and November 4, 2024, as amended Second: Mr. Zylinski Vote: Yes – 4 No - 0

TOWN MANAGER’S SUPPLEMENTAL REPORT

Mr. Renshaw reported on the following:

- The Municipal Light Board was awarded digital equity planning grants from the Massachusetts Broadband Institute
- Announced a community workshop to be held in the Hermann Meeting Room at the library on Wed, Dec 11 to learn about digital equity issues from residents and how to close gaps
- Developed a list of key focus areas to work on in upcoming year with the chair

SELECT BOARD REPORTS

Chair Taylor reported on the following:

- Workshop this Saturday, Dec. 7, at 8:00

Mr. Brown reported on the following:

- Having had a wonderful Thanksgiving

Mr. Mascali reported on the following:

- Said that what he would have said about the CPC and the 250th committee was said earlier in the meeting

ADJOURN

Motion by Mr. Brown: To adjourn

Second: Mr. Mascali

Vote: Yes – 4 No - 0

Respectfully submitted,
Carole Sutherland, Recording Secretary