

TOWN OF FALMOUTH
SELECT BOARD
AGENDA
MONDAY, FEBRUARY 24, 2025 – 5:30 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.

5:30 p.m. OPEN SESSION

5:30 p.m. EXECUTIVE SESSION

1. M.G.L. c. 30A § 21(a)(3) To discuss strategy with respect to litigation (Falmouth Southerly, LLC) where discussion in an open session would have a detrimental effect on the litigating position of the Town
2. M.G.L. c. 30A § 21(a)(3) To discuss strategy with respect to litigation (PFAS Product Liability Class Action) 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

6:45 p.m. PUBLIC HEARINGS

1. Fee Hearing – Discuss, consider and vote proposed Recreation Department fee changes for 2025 (**30 minutes**)

7:15 p.m. BUSINESS

1. Discuss and consider a draft charge document and a vote to approve the establishment of a Short-Term Rental Advisory Committee (**20 minutes**)
2. Discuss the Municipal Empowerment Act and consider drafting a letter of support (**15 minutes**)
3. Discuss and consider a vote to send a letter of endorsement to the Executive Office of Housing and Livable Communities (EOHLC) for the affordable housing project at 48 Benjamin Nyes Lane, North Falmouth (**10 minutes**)
4. Discuss and consider the approval of a letter to the Cape Cod Commission concerning a Conservation Restriction for 41, 59 and 48 Theater Drive and 0 Boxberry Hill Road (**10 minutes**)
5. Vote article recommendations for the April 2025 Annual Town Meeting (**10 minutes**)
6. Update and discuss non-compliant soils at John Neill baseball fields (**15 minutes**)

8:35 p.m. CONSENT AGENDA

1. Administrative Orders
 - a. Consider a vote to approve the petition of NSTAR Electric Company d/b/a Eversource Energy and Verizon New England, Inc. for permission to install 1 new JO pole on Ter Heun Drive to be

labeled 570/4-5 approximately 80' (feet) west of existing pole 570/4. This pole location is necessary for a new underground cable line from Eversource Station 933.

- b. Consider a vote to approve the petition of NSTAR Electric Company d/b/a Eversource Energy to install along Redwing Terrace two (2) new manholes 10114/035 and 10114/045. The installation of the 2 new manholes is to address the faulted section of Direct Buried cable along Pebble Lane and Redwing Terrace and install fault indicators.
- c. Consider a vote to approve the petition of NSTAR Electric Company d/b/a Eversource Energy to install on Pebble Lane two (2) new manholes 10114/055 and 10114/065. The installation of the 2 new manholes is to address the faulted section of Direct Buried cable and install fault indicators.
- d. Consider a vote to accept a donation in the amount of \$500.00 from Joan Tweedell to the Cultural Council Donation Account for Music at the Table
- e. Consider a vote to accept the Amendment to Water Easement and Drainage Easement at 64 Technology Park Drive from the Falmouth EDIC
- f. Consider a vote to opt in to Early Voting in Person for the May 20th Annual Town Election
- g. Consider a vote to approve the Solar Rooftop Lease with Solect Energy Development LLC for the Water Treatment Plant (650 Gifford Street)

8:40 p.m. MINUTES

1. Review and Vote to Approve Minutes of Meetings
 - a. Public Session – October 25, 2021 and February 10, 2025

8:45 p.m. TOWN MANAGER'S SUPPLEMENTAL REPORT

8:50 p.m. SELECT BOARD REPORTS

9:00 p.m. ADJOURN

Nancy Robbins Taylor, Chair
Select Board

PUBLIC HEARING

1. Fee Hearing – Discuss, consider and vote proposed Recreation Department fee changes for 2025



AGENDA ITEM SUMMARY SHEET

ITEM NUMBER: Public Hearing 1.

ITEM TITLE: Discuss, consider and vote on proposed Recreation Department fee changes for 2025

MEETING DATE: 2/24/2025

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

SUBMITTED BY: Julie Williams-Tinkham, Recreation Director

ATTACHMENTS: Institution of Program Fees for Adult Sports Programs Proposal; Why a Summer Adventure Program Fee Increase is Necessary

PURPOSE:

The Recreation Department proposes adjustments to current program fees to better align with operational costs and support program sustainability. These adjustments include:

- Summer Adventure Program Fee Increase: A recommended fee increase for the popular youth Summer Adventure Program to address rising costs and participant needs.
- Introduction of Adult Sports Programming Fees: Implementation of a participation fee for adult sports programs, which are currently free, to offset associated expenses, pay for improved program supplies and manage non-resident use of a Town facility.

BACKGROUND/SUMMARY:

- Summer Adventure Program Fee Increase:
 - Our summer adventure program has maintained the same fees since at least 2006.

- Challenges: Rising operational costs and increasing participant needs.
 - Proposal to adjust fees to ensure quality programming and better support participants.
 - Additional “Head Counselor” positions are necessary to support the increased Social Emotional needs of our participants which can be supported by a modest fee increase.
 - In addition to “Head Counselor positions, additional funding would allow for enhanced staff training and resources as well as combating increased program costs.
- **Adult Sports Programming Fees:**
- Key Challenges: Rising costs of facility maintenance and program operations, increased demand on resources due to non-resident participation, and need for equitable cost-sharing among participants.
 - Benefits: enhanced program quality, financial sustainability, and prioritization of resident access.
 - Total Projected Revenue: \$32,070
 - Proposed fee: \$30 for 8 sessions. When comparing with other communities, the proposed fees are competitive and reasonable.

DEPARTMENT RECOMMENDATION:

The Recreation Department recommends that the Select Board approve the proposed fee adjustments for Spring 2025 implementation.

OPTIONS:

- Motion to approve the proposed fee adjustments for the 2025 Summer Adventure Program and Adult Sports Programming as presented.
- Motion to maintain the current Summer Adventure Program and Adult Sports Programming fees with alternative cost offsets.
- 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 proposed fee adjustments to the Summer Adventure Program and Adult Sports Programming for Spring 2025 implementation, as presented.

Michael Renshaw

Town Manager

2/19/2025

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, **FEBRUARY 24, 2025** at 6:45 PM to establish and promulgate fees, which are EFFECTIVE AS OF JUNE 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.

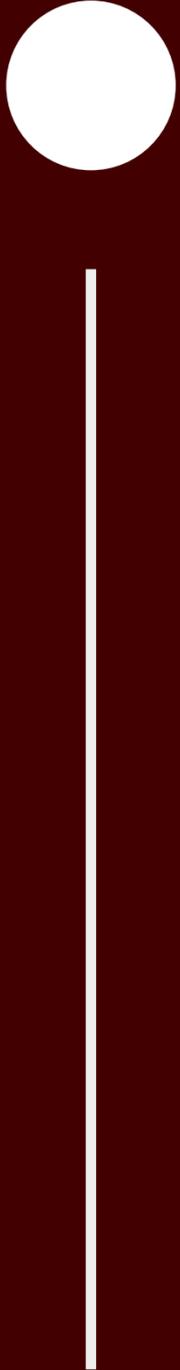
The proposed changes in fees are listed below:

Nancy Robbins Taylor, Chair
SELECT BOARD

<u>DEPARTMENT</u>	<u>PRESENT FEE</u>	<u>PROPOSED FEE</u>
<u>RECREATION DEPARTMENT</u>		
<u>SUMMER ADVENTURE PROGRAM</u>		
Session 1, 2, or 3 (2 weeks, 9AM-3PM)	\$150/session	\$200/session
Session 1, 2, or 3 (2 weeks, 9AM-4PM)	\$175/session	\$225/session
Session 4 (1 week, 9AM-3PM)	\$75/session	\$100/session
Session 4 (1 week, 9AM-4PM)	\$100/session	\$125/session
<u>ADULT SPORTS PROGRAMMING</u>		
Resident	N/A	\$30.00/session
Non-Resident	N/A	\$40.00/session

Publication date: Friday, February 14, 2025; Falmouth Enterprise.

Account #: 2056.



INSTITUTION OF PROGRAM FEES FOR ADULT SPORTS PROGRAMS PROPOSAL

Julie Williams-Tinkham, Recreation Director





OVERVIEW

- No fees currently charged for adult sports programs.
- Increasing participation from non-residents.
- Growing operational and maintenance costs.

Proposal Objective:

- Introduce program fees to pay for improved program supplies and maintenance and to manage non-resident use of Town facility



WHY INTRODUCE FEES?

Key Challenges:

- Rising costs of facility maintenance and program operations.
- Increased demand on resources due to non-resident participation.
- Need for equitable cost-sharing among participants.

Benefits:

- Enhanced program quality.
- Financial sustainability.
- Prioritization of resident access.



PROPOSED FEE STRUCTURE

Proposed Fee Structure Option A: “Sessions”

- Resident Fee: \$30 per program session
- Non-Resident Fee: \$40 per program session
 - Non-residents to pay higher fees to reflect access to local resources.
- Program structure
 - Programs run for 8-week sessions
 - Participants register for entire session (R: \$3.75/visit NR: \$5/visit)

Proposed Fee Structure Option B: “Punch Card”

- Resident Fee: \$30 for a “punch card”
- Non-Resident Fee: \$40 for a “punch card”
 - Non-residents to pay higher fees to reflect access to local resources.
- “Punch Card” structure
 - Good for 8 visits (R: \$3.75/visit NR: \$5/visit)
 - Participant “punches” card for each visit
 - Does not commit registrant to each week of a sessions

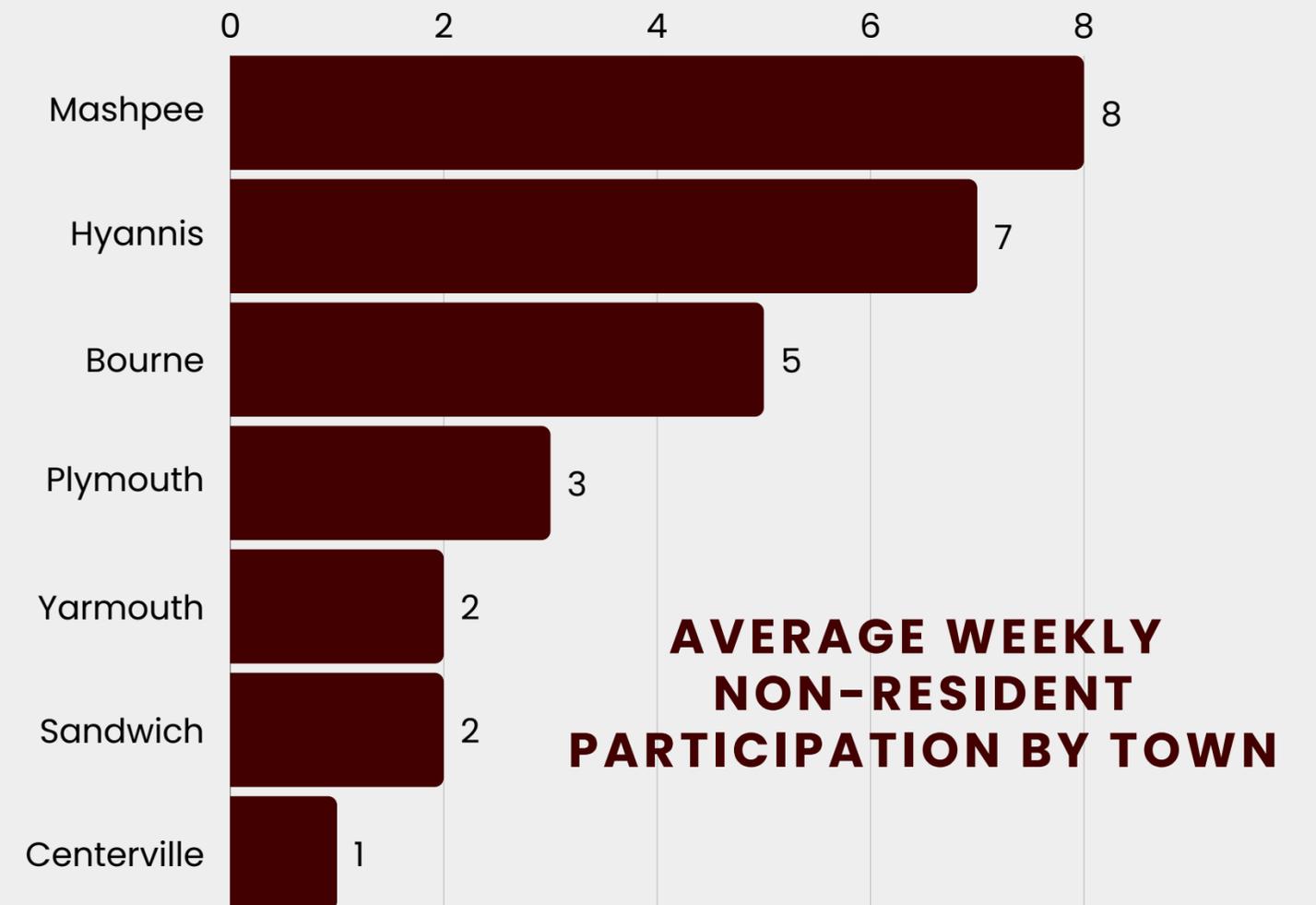
REVENUE PROJECTIONS



- Annual Weekly Participation Data **Volleyball**:
 - Average number of resident participants: 10
 - Average number of non-resident participants: 15
- Annual Weekly Participation Data **Basketball**:
 - Average number of resident participants: 15
 - Average number of non-resident participants: 8
- Annual Weekly Participation Data **Soccer**:
 - Average number of resident participants: 5
 - Average number of non-resident participants: 3
- Annual Weekly Participation Data **Pickleball**:
 - Average number of resident participants: 230
 - Average number of non-resident participants: 0
- **Estimated Revenue**:
 - Resident Fees: \$25,950
 - Non-Resident Fees: \$6,120
 - Total Projected Revenue: \$32,070

COMPARISONS WITH SIMILAR COMMUNITIES

Town	Resident Fee	Non-Resident Fee
Sandwich (Futsal)	\$5/visit	~\$5.50/visit
Mashpee (Basketball)	\$5/visit	\$6/visit
Bourne (Pickleball)	\$4/visit	\$5/visit
Falmouth (Proposed)	\$3.75/visit	\$5/visit



- Unable to find a community nearby that does not charge fees for adult programs
- Proposed fees are competitive and reasonable.

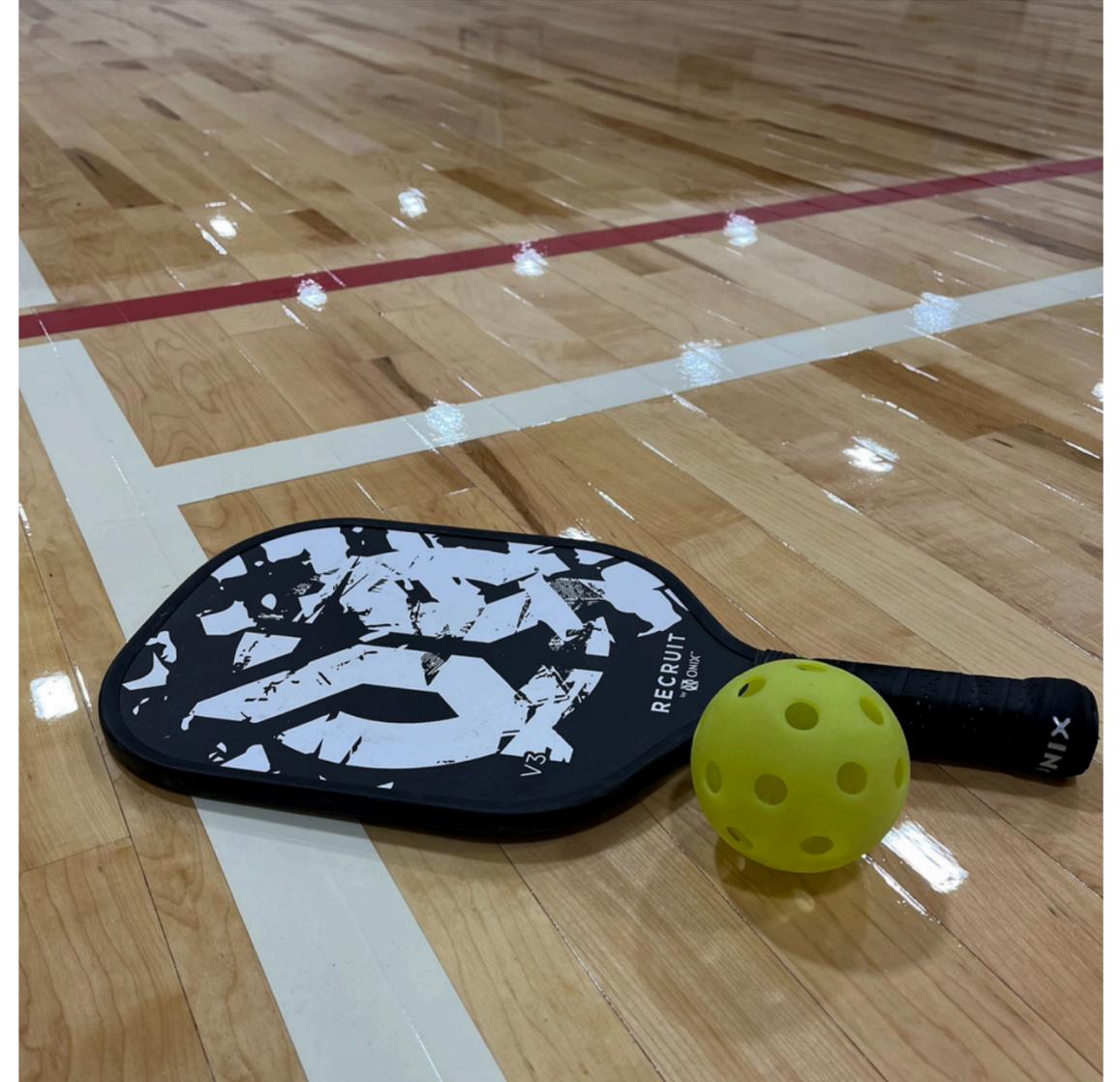
CLOSING

Summary:

- Introduction of fees ensures sustainable, high-quality adult sports programs.
- Supports equitable access and resource sharing.
- Aligns with best practices in recreation management.

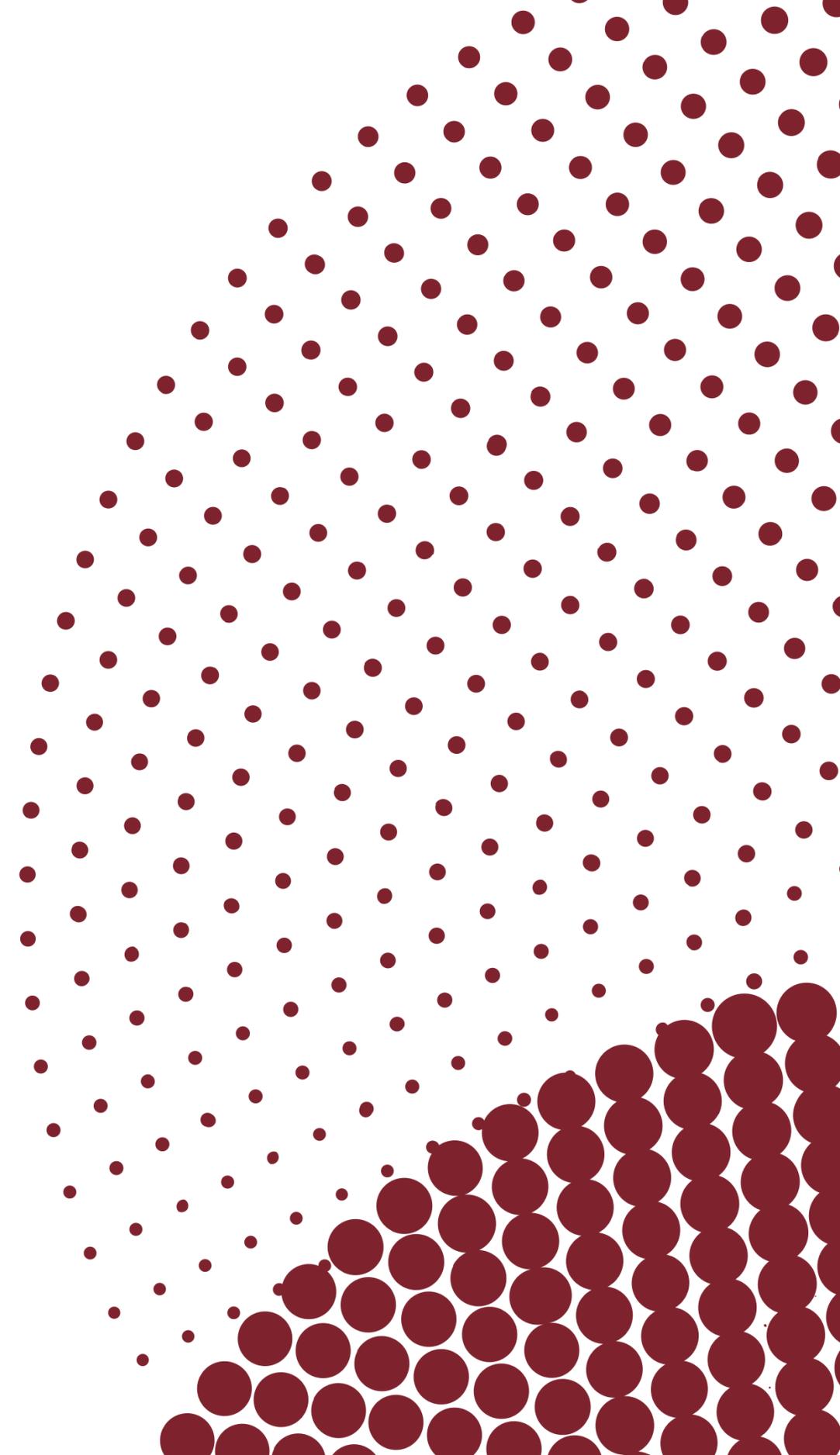
Next Steps:

- Discussion and feedback.
- Potential preparation for implementation.



WHY A SUMMER ADVENTURE PROGRAM FEE INCREASE IS NECESSARY

JULIE WILLIAMS-TINKHAM, RECREATION DIRECTOR



Overview:

- Our summer adventure program has maintained the same fees since at least 2006.
- Challenges: Rising operational costs and increasing participant needs.
- Proposal to adjust fees to ensure quality programming and better support participants.



Current Fee Structure vs. Comparable Programs

Our Current Fees:

- \$75/week (since 2006).
- +\$25/session for late stay (4PM)

Mashpee:

- \$185+/week

Bourne:

- \$140+/week

Sandwich:

- \$235+/week

Boys and Girls Club:

- \$195+/week

Dennis:

- \$250+/week

Barnstable:

- \$200+/week

YMCA Cape Cod:

- \$382.50+/week

Brewster:

- ~\$130/week

Harwich:

- \$160/week



Conclusion: Our fees are significantly lower, limiting our ability to remain competitive and sustain quality.

Increased Costs (Example)



- Mad Science is a program we have continued to use
- Costs for this program have increased 58% between 2006 and 2024
- User Fees for Summer Adventure Program have increases 0% during the same time

Year	Cost
2006	\$275
2013	\$335
2024	\$435



Increased Costs (Example)

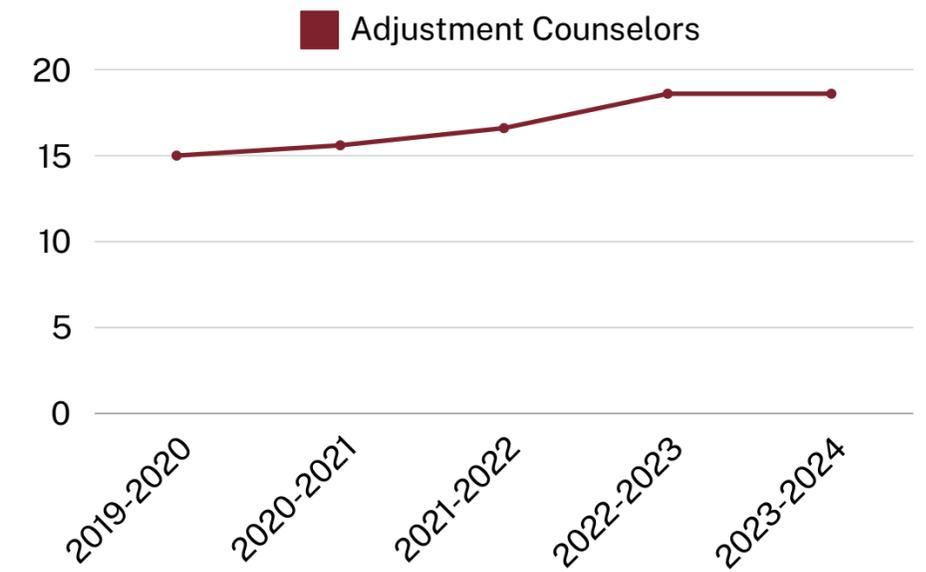
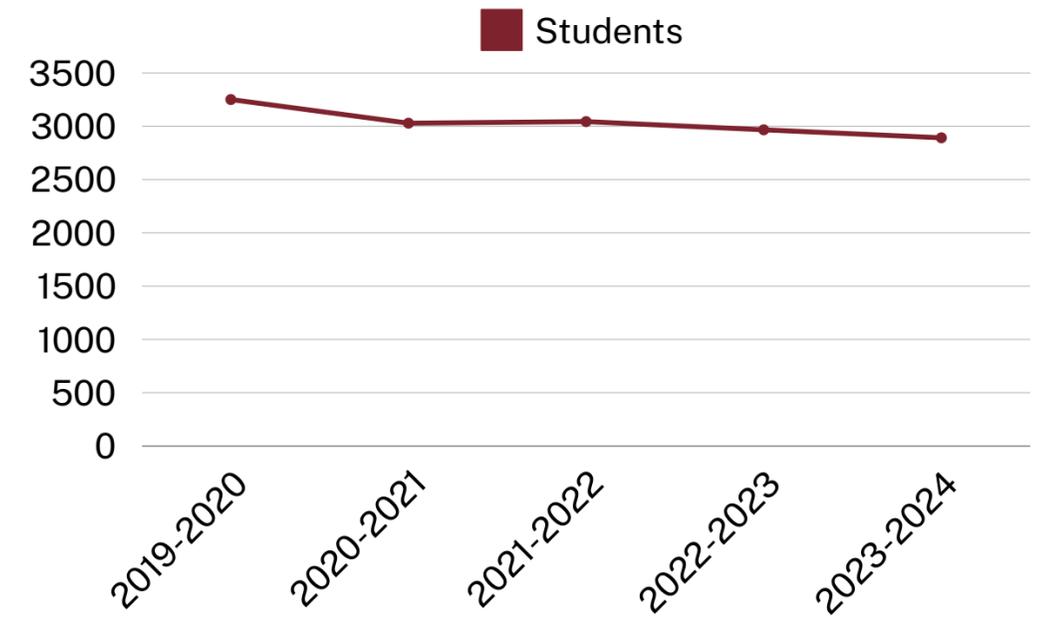
- In 2009, estimated average hourly wage was \$10.26
- Estimated average hourly wage for 2025 is \$18.81
- ~86% increase

Year	Estimated Average Hourly Wage
2009	\$10.26
2025	\$18.81

Increasing Social and Emotional Needs

Falmouth Public Schools (Data from the Department of Elementary and Secondary Education):

- Enrollment Trends:
 - Falmouth schools have experienced decreasing student enrollment over the past several years.
 - Enrollment decreased by 11% over the last 5 years.
- Support Investments:
 - Despite fewer students, Falmouth has added counselor positions to address growing social and emotional needs.
 - Adjusted Student-to-Counselor Ratios: Over past 5 years, improved from 216.7:1 to 155.5:1, enhancing student support.
- Teacher-to-Student Ratio:
 - Falmouth also lowered student-to-teacher ratios to improve individualized attention.



School Year	Student to Teacher Ratio
2005-2006	12.1 : 1
2023-2024	10.1 : 1

School Year	Student to Adjustment Counselor Ratio
2019-2020	216.7 : 1
2023-2024	155.5 : 1

Growing Needs Despite Declining Numbers

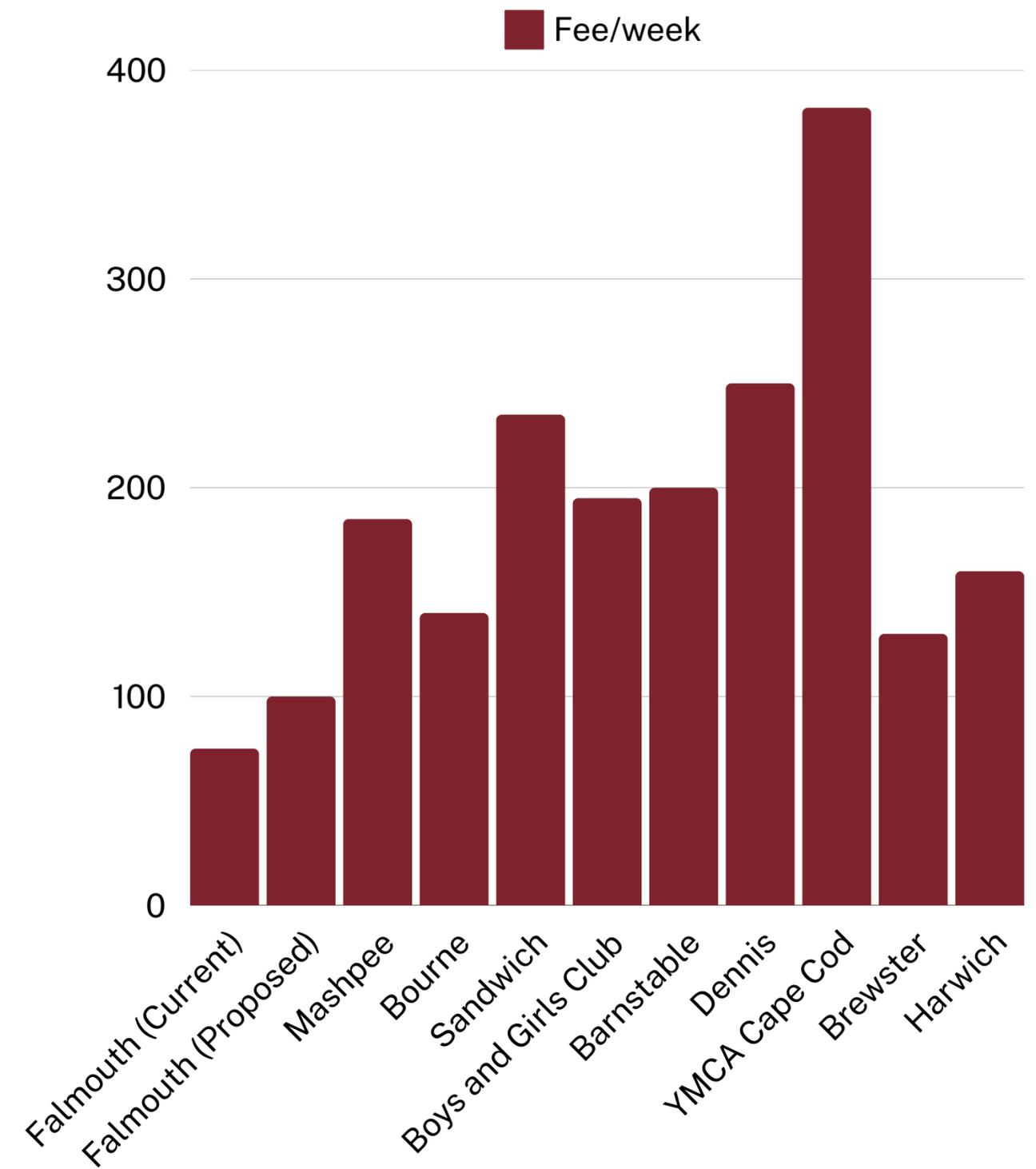
Implications for Our Summer Adventure Program:

- Like schools, our campers face growing social-emotional needs.
- A Head Counselor is essential to support these needs effectively.
- Conclusion: Addressing these challenges requires investment, supported by a modest fee increase.



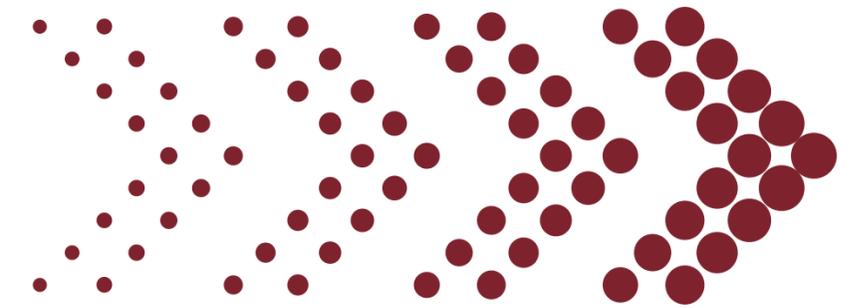
Cost Breakdown of Proposed Fee Increase

- Current Weekly Fee: \$75/week
- Proposed Fee: \$100/week
- Allocation of Additional Revenue:
 - Head Counselor salary.
 - Enhanced staff training and resources.
 - Increased program costs



Next Steps

- Communication:
 - Plan to communicate changes early.
 - Transparency about where additional funds will go.
- Proposed Implementation:
 - New fees effective Summer 2025.
 - Increases number of scholarships, if necessary.



Investing in the Future of Our Summer Adventure Program

Key Takeaways:

- Fees have remained unchanged for 18+ years.
- Increased fees will address growing needs and sustain program quality.
- Enhancing participant experience ensures we remain a leader in recreational programming.

OPEN SESSION

BUSINESS

1. Discuss and consider a draft charge document and a vote to approve the establishment of a Short-Term Rental Advisory Committee



AGENDA ITEM SUMMARY SHEET

ITEM NUMBER: Business 1.

ITEM TITLE: Discuss and consider approval of a draft charge document and a vote to approve the establishment of a Short-Term Rental Advisory Committee

MEETING DATE: 2/24/2025

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

SUBMITTED BY: Mike Renshaw, Town Manager

ATTACHMENTS: Committee Appointment Policy; Draft Charge and Mission Statement

PURPOSE:

The Select Board will discuss and consider a vote to approve a draft charge and mission document and a vote to approve the establishment of a temporary Short-Term Rental Advisory Committee.

BACKGROUND/SUMMARY:

- On March 12, 2024, the Planning Board created the Short-Term Rental Working Group to discuss short-term rentals in town, review the current regulations or rules, take input from the community, and to provide decision-makers with options in the future.
- The Short-Term Rental Working Group consisted of the following members:
 - Charlotte Harris, Planning Board
 - Doug Brown, Select Board
 - Kara Foley / Erika Capobianco, Lamacchia Realty

- Melinda Tondera, Planning Department
 - Sari Budrow, Building Department
 - Scott McGann, Health Department
- The purpose of the Working Group was to:
- Investigate how other communities in the Commonwealth, especially Cape Cod towns, are regulating short-term rentals.
 - Explore the creation of enforceable standards and requirements for the operation and occupancy of short-term rentals in town.
 - Analyze the creation of a formal short-term rental registration process inclusive of a monitoring and enforcement program.
 - Determine the most appropriate way to deal with short-term rentals in Falmouth.
 - Possibly develop a draft bylaw and/or zoning change for the Select Board and Town Meeting to review and approve.
- The last meeting of the Short-Term Rental Working Group was on August 27, during which a discussion on the drafting of a general short-term rental bylaw was conducted.
- As a result of the multiple meetings of the Working Group, a general bylaw was drafted by Town Counsel and presented to the Select Board on September 9, 2024 (meeting at which a vote on the articles for November 2024 Town Meeting was taken); at that meeting, the Board opted to vote to indefinitely postpone the short-term rental general bylaw as drafted.
- In order to continue the momentum of the previous working group, during its meeting on January 27, 2025, the Select Board directed the Town Manager to draft a mission and charge document for the establishment of a temporary Falmouth Short-Term Rental Advisory Committee.
- The Committee Appointment Policy (attached), originally adopted by the Select Board on September 29, 1993, and as amended on May 18, 2011, outlines the process for advertising vacancies for the consideration of candidates, as well as the qualifications for applicants to be considered for appointments.
- As requested by the Select Board at its January 27 meeting, a draft charge and mission statement is attached for discussion purposes only, and is based upon the following parameters:

- A temporary Falmouth Short-Term Rental (STR) Advisory Committee shall be appointed by the Select Board in accordance with relevant provisions of the Falmouth Home Rule Charter and Town bylaws.
- The STR Advisory Committee shall consist of seven (7) members, to include: one member of the Select Board, one member of the Planning Board, one representative of the Falmouth Police Department, one member of the Board of Health, one licensed realtor, and two (2) residents.

DEPARTMENT RECOMMENDATION:

The Town Manager recommends that the Select Board vote to establish a temporary Short-Term Rental Advisory Committee, and to approve the Committee charge and mission document as presented.

OPTIONS:

- Motion to approve the establishment of a temporary Short-Term Rental Advisory Committee, and to approve the Committee charge and mission document as presented.
- Motion to approve the establishment of a temporary Short-Term Rental Advisory Committee, and to approve the Committee charge and mission document with Board specified revisions.
- Motion to deny approval of the establishment of a temporary Short-Term Rental 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 establish a temporary Short-Term Rental Advisory Committee, and to approve the Committee charge and mission document as presented.

Michael Renshaw

Town Manager

2/20/2025

Date

SHORT-TERM RENTAL ADVISORY COMMITTEE

Adopted February 24, 2025

A temporary Short-Term Rental 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 will consist of seven (7) appointed members who shall serve until the Committee is dissolved.

The composition of the Committee shall be as follows: one member of the Select Board, one member of the Planning Board, one member of the Board of Health, one licensed realtor, and two at-large members who are registered voters of the Town of Falmouth. The Select Board, Planning Board and Board of Health shall each select their appointees from among their members, and the remaining members shall be selected and appointed by the Select Board in accordance with Select Board policies. The Board seeks representation from individuals with a background in planning, workforce/affordable housing issues, real estate, and law enforcement services. If a member resigns prior to the dissolution of the Committee, the Select Board may choose to appoint a new member.

The mission of the Committee is to prepare a draft short-term rental general bylaw for the Select Board and Town Meeting to review and approve. The Committee's work shall include the investigation of how other communities in the Commonwealth, particularly Cape Cod municipalities, are regulating short-term rentals and the establishment of enforceable best practice standards and requirements for the operation and occupancy of short-term rentals within the Town of Falmouth. It is the intention of the Board to encourage consistent and steady progress to timely reach this final recommendation, as it is in the Town's interest to facilitate enacting a bylaw to regulate this important matter. To this end, and to provide for additional public dialogue, the Committee shall provide quarterly progress update reports to the Select Board.

The Committee is to convene its meetings at the earliest reasonable time following the 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 and prepare and approve minutes consistent with the Open Meeting Law. The Committee and its members are subject to the Public Records laws and to the Conflict-of-Interest laws.

The Town Manager and Town Counsel or their designees shall serve as staff liaisons to this Committee to provide relevant information and analysis.

The Committee shall be dissolved by the Select Board following the approval by Town Meeting of a short-term rental general bylaw.

DRAFT

**Town of Falmouth
Select Board
COMMITTEE APPOINTMENT POLICY**

Adopted September 29, 1993

Revised 3/15/1999; 4/30/2007; 5/18/2011, and 12/7/2020

The Falmouth Select Board understands that the appointed boards, committees and commissions (hereafter referred to collectively as “committees”) play a vital role in town government. The Board views its role in appointing members to these committees as one of its most important responsibilities. The Board will make every effort to encourage citizen participation on these committees and to foster effective communication among the various committees. These policies and procedures are intended to provide guidelines for these appointments.

Definitions

There are several categories of committees (also referred to as ‘governmental bodies’).

Regulatory – Municipalities are required to exercise some of their governmental powers through mandated committees. These committees derive their power and authority from the Constitution or laws of the Commonwealth of Massachusetts.

Committees Authorized by State Law – Municipalities have the option to create certain committees which, if adopted by the Town, perform functions spelled out in state law.

Committees Created by the Town – Municipalities may create committees by Town Meeting vote, by vote of the Select Board or by the Town Manager. The function of these committees is determined by the entity which created them.

Applicability

All policies and procedures set forth under the General Law of the Commonwealth of Massachusetts and all provisions of ARTICLE VII, "Appointed Town Boards", of the Falmouth Home Rule Charter shall be applicable. This policy applies to all committees appointed by the Select Board.

General Policy and Responsibility

1. As stipulated in Article VII of the Charter, all vacancies for committee appointment shall be publicized in advance of consideration of candidates.
2. Applications for committee appointment are available in the Select Board's office or on the Town website (see ‘Select Board’ – ‘Town Committees’). Committee vacancies are posted on this page of the Town website and, to the extent possible, listed in the Falmouth Enterprise.
3. Appointments to fill completed terms of office shall be considered at a regularly scheduled public meeting of the Select Board in June. Filling vacancies during an uncompleted term due to resignation are filled individually as the need arises.

4. Incumbents are asked to indicate in writing their interest in continuing to serve on their respective committees.
5. To qualify for membership on a committee, a person must be a part-time or full-time resident of the Town of Falmouth.
6. Length of terms shall be for three years, unless otherwise specified. No member of a committee shall serve more than three consecutive three-year terms (for the Zoning Board of Appeals, two five-year terms). After leaving a committee due to term limits, candidates may not return to the same committee until a minimum of one year has lapsed.
7. All applicants shall be interviewed by the Board at a regularly scheduled public meeting.
8. If the only applicant to an advisory committee is an incumbent in good standing seeking reappointment, the Board may waive the requirement for a public interview by a majority vote.
9. The requirement of a public interview for applicants to regulatory committees will not be waived because of the authority granted to these committees by State Law and/or the Town Charter.
10. The Board shall take no public comment during the public interviews, but will solicit public feedback about the fitness of the applicants for appointment.
11. Appointments are made by a vote of no less than three Select Board members, and confirmed in writing. If only three members of the Board are present, the vote must therefore be unanimous.
12. Committees appointed for a specific purpose shall be given a charge and provided with guidelines and dates of completion.
13. Attendance, among other factors, shall be considered by the Board when reappointing incumbents; therefore, each committee shall forward annually to the Select Board the attendance records of all members.

OPEN SESSION

BUSINESS

2. Discuss the Municipal Empowerment Act and consider drafting a letter of support



AGENDA ITEM SUMMARY SHEET

ITEM NUMBER: Business 2.

ITEM TITLE: Discuss the Municipal Empowerment Act and consider drafting a letter of support

MEETING DATE: 2/24/2025

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

SUBMITTED BY: Mike Renshaw, Town Manager

ATTACHMENTS: Municipal Empowerment Act: Section by Section Summary; Municipal Empowerment Act Introduction: Fiscal & Staffing Stability; Key Legislative Provisions in the Municipal Empowerment Act

PURPOSE:

The Select Board will discuss the Municipal Empowerment Act and consider the drafting of a letter of support.

BACKGROUND/SUMMARY:

- On January 31, 2025 Gov. Maura Healey filed a multifaceted package of reforms and local options aimed at improving the efficiency and effectiveness of local government operations.
- The Municipal Empowerment legislation — very similar to a bill the Governor filed last year — is intended to help local governments reduce long-term fiscal pressures, attract a talented workforce, provide high-quality services, and streamline operations.

- The Governor announced her plan to file the bill on Jan. 24 during the MMA’s Connect 351 Conference.
- A section-by-section summary of the legislation’s provisions is attached.

DEPARTMENT RECOMMENDATION:

While this item is for discussion purposes, the Town Manager will be seeking direction from the Select Board concerning whether the Board desires that a letter in support of the Municipal Empowerment Act be drafted.

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:

While this item is for discussion purposes, the Town Manager will be seeking direction from the Select Board concerning whether the Board desires that a letter in support of the Municipal Empowerment Act be drafted.

Michael Renshaw

Town Manager

2/18/2025

Date

Municipal Empowerment Act

Section by Section Summary

Public Health Council Membership (§ 1) – This section adds a member to the Public Health Council, to be appointed by the Governor from a list of 3 nominated by the Coalition for Local Public Health.

Make Permanent COVID-era Flexibilities: Public Meeting (§§ 2-5) – These sections make permanent COVID-era flexibilities related to hybrid public meetings. They permit public bodies to hold meetings in a remote or hybrid format and make technical corrections to open meeting requirements.

Municipal Procurement (§§ 6-17) – These sections amend Chapter 30B in the following ways:

- exempts snow hauling from 30B (to match how snow removal's exemption);
- updates Chapter 30B section on exemption in a few areas to ensure the references correspond with the proper sections of general law, such as for design selection, roadway construction and energy procurements.
- Increases Chapter 30B thresholds for advertised procurements from \$50k to \$100k for all municipal purchasing, not just schools.
- Enables groups of cities and towns to award multiple contracts through the RFP process and purchase both supplies and services from collectively bid contracts;
- Eliminates the requirement to publish notice of invitations for competitive bids on COMMBUYS; and

Flexibilities in Post-Retirement Employment (§§ 18, 84, 88) – These sections establish a process by which municipalities and executive departments may apply to the Executive Office for Administration and Finance for a "critical shortage" exemption from certain post-retirement limitations on employment for specific job titles or classes; a direct response to concerns raised by municipal leaders during the Administration's listening sessions about critical local staffing shortages and provides this provision would sunset on January 1, 2028.

OPEB Liability Trust Fund Technical Correction (§ 19) – This section makes a technical change related to the OPEB Liability Trust Fund statute (G.L. c. 32B, § 20) by replacing the term "governing boards" with "governing body," allowing local legislative bodies to give said authorization for participation.

Local Option Taxes 1 (§§ 20, 66) – These sections establish a new local option Motor Vehicle Excise (MVE) surcharge of 5% and authorize municipalities to either dedicate the proceeds to a special purpose stabilization fund or treat as general fund revenue.

Collection of Water Charges on Non-Resident Customers (§ 21) – This section extends the option for municipalities and districts that provide utility services to impose liens when customers do not pay user charges when due to water services provided by water local departments to customers outside their borders.

Cybersecurity Incident Reporting (§ 22) – This section directs municipalities to report cybersecurity incidents to the Executive Office of Technology Services and Security.

Allow DIF Expenditure Efficiency (§ 23) – This section allows the “sinking fund” and “project cost” receipts, which are already being reserved, to be spent without appropriation. It would also change the name of the “sinking fund” to “debt service fund.”

Appointed and Combined Treasurer-Collector (§ 24) – This section enables cities and towns to combine the appointed positions of collector of taxes and treasurer to a single appointed treasurer-collector position.

Town Administrator Contracts (§ 25) – This section resolves a discrepancy in current law by increasing the allowable term for an executive secretary or town administrator to serve, up to 5 years.

Increase Intermunicipal Agreements for Local Finance Officials or Service (§ 26) – This section allows communities to enter into intermunicipal agreements for the sharing of any municipal finance official or service, including accountants, auditors, treasurers, collectors, finance directors, or their equivalent, and relevant support staff.

Regional Board of Assessors (§ 27) – This section allows multiple communities to implement Regional Boards of Assessors, eliminating the necessity of each town having a local board, and aims to streamline the duties imposed upon such officials while reducing challenges communities have in filling vacancies.

Borrowing for Acquisition of Interest in Land (§§ 28-30) – These sections clarify municipal borrowing authority for acquisition of interests in land, construction or renovation of improvements to real estate, and improvements to waterways by requiring that the property interest, waterways, improvements to real estate, or projects for renovation or construction for which borrowing is undertaken under authority of § 7(1) be municipally owned or leased.

Borrowing for School Projects (§ 31) – This section increases from 30 years to 40 years the maximum bond term for school projects so that the costs are realized in a manner that more closely reflects the life expectancy of the project.

Regional School Districts Refunding Bonds Technical Correction (§§ 32-34) – This section makes a technical change that adds regional school districts to governmental entities authorized to issue refunding bonds.

Amortization of Emergency Spending Deficit (§ 35) – This section gives municipalities the ability to amortize emergency related deficit spending over the subsequent 3 fiscal years, rather than having to fund them in 1 fiscal year.

Clarify City Budget Process (§ 36) – This section clarifies that should there be a continuing budget, said budget shall be implemented without further approvals by the legislative body (including no ability to reduce or reject), and that the continuing budget cannot implement any new initiatives.

Clarify Local Acceptance and Expenditure of Gifts and Grants (§ 37) – This section clarifies G.L. c. 44, § 53A to allow the Selectboard in a town, City Council in a city, or school committee for school-related gifts or grants to be the default acceptor of any gifts or grants made to the community, even if the gift is made to a specific department or person.

Departmental Revolving Payment of Employees (§ 38) – This section amends the revolving fund statute to eliminate the requirement that payment from a revolving fund for wages or salaries for full-time employees may only be made if the revolving fund is also charged for the costs of fringe benefits associated with the wages or salaries so paid.

Departmental Revolving Fund Spending Cap (§ 39) – This section allows municipalities to maintain a previously approved spending cap for each departmental revolving fund until another vote, as opposed to the current inefficient system that requires a new vote each year even if the cap has not changed.

Enterprise Fund Accounting (§ 40) – This section allows a community to utilize enterprise fund accounting for Broadband-only MLPs and landfill purposes.

PEG Access Funds (§§ 41-42) – These sections allow municipalities who have accepted G.L. c. 44, § 53F 3/4 (PEG Access and Cable Related Fund) to spend the receipts credited to the fund without appropriation.

Ch. 90 Expenditures (§ 43) – This section codifies that Chapter 90 apportionments approved by MassDOT are spent without appropriation. The community would also be

permitted to spend in anticipation of funds in a manner similar to anticipated grants pursuant to G.L. c. 44, § 53A. While language allowing the expenditure to be spent without appropriation is traditionally included in each bond bill, this change would streamline that process.

CPA Land Purchase (§ 44) – This section clarifies the voting threshold for land purchase using CPA proceeds as being a two-thirds vote.

Manufacturing/Research & Development Decisions (§ 45) – This section allows assessors to abate personal property taxes, or assess additional taxes, to put into effect a final decision about the classification of a corporation as a manufacturing (M) or research and development (R&D) corporation.

8 of 58 Paid Tax Bills (§ 46) – This section eliminates the requirement that a paid tax be the result of an obvious clerical error (would still be limited to the last 3 fiscal years). This limitation currently prevents DLS from authorizing abatements in scenarios where a taxpayer would otherwise qualify.

Technical Corrections to Distribution of Budgeted Aid (§ 47) – This section makes technical edits to statute concerning distribution of budgeted aid to cities and towns to conform to current practice.

Personal Exemptions/Trusts (§§ 48, 52, 62) – These sections extend the local option cities and towns have for veterans whose domicile is held in trust, conservatorship or other fiduciary arrangement qualify as the owner for exemption purposes to seniors, blind persons and other individuals eligible for personal exemptions.

Elderly Exemptions (§ 49) – This section allows municipalities to increase existing senior property tax exemptions (“clause exemptions”) by any amount above the current amount of \$500.

Personal Exemptions/Trusts (§ 50) – This section allows ownership criteria to be satisfied when a surviving minor is the only beneficiary.

Reporting and Tax Treatment of Solar PILOTS (§ 51) – This section inserts language found in G.L. c. 59, § 39H(b) to G.L. c. 59, § 5 Clause 45 to provide that any receipts derived from solar or wind PILOTS are considered part of the tax levy and constitute new growth within a community.

COLA for Property Tax Exemptions (§ 52) – This local option statute allows municipalities to increase property tax “clause exemptions” by an amount equal to the cost of living.

Senior Means Tested Exemption (§§ 53, 85) – These sections provide cities and towns with a local option to grant an additional property tax exemption to qualifying seniors. Criteria for exemption includes owning and living in the subject home, having durational residency, and qualifying based on certain other income and asset levels. The amount of the exemption is determined locally and provided for within the residential class, similar to the residential exemption.

One Time Override for Non-Capital Expenses (§ 54) – This section allows municipalities to adopt a 1-year override for non-capital expenditures. Similar to a capital outlay exclusion, which is a 1-year only increase in the amount to be raised by taxation to pay for a capital item for which a municipality could borrow, this would be for operating expenses.

Central Valuation of Telecommunication and Utility Personal Property (§§ 55-58, 87) – These sections centralize the valuation of telecommunication company personal property and utility company personal property in the Department of Revenue’s Division of Local Services (DLS) to promote consistency in assessing and utility reporting throughout the Commonwealth. Extending central valuation to all telecom companies and to utility companies would result in a more efficient and cost-effective process for both municipalities and industry.

Payment Date for ATB Jurisdiction (§§ 59-61,64) – These sections make technical changes that relocate the “postmark” rule to determine when interest is incurred on property tax payments received by local tax collectors after their due date for purposes of appealing a local assessors’ denial of an abatement application to the Appellate Tax Board appeal provision, rather than billing system statute.

Equalizing Property Tax Appeals (§ 63) – This section requires all property taxpayers to pay in full to appeal their property tax assessment. Currently, personal property taxpayers, such as utilities, need only pay half of the tax bill to preserve their right to appeal while residents and commercial taxpayers are required to pay in full.

Collection of Motor Vehicle Excise (§ 65) – This section allows a tax collector notify the Registry of Motor Vehicles of non-payment of the motor vehicle excise directly, after notifying the delinquent taxpayer of the intent to “mark” their license or registration for non-payment.

Allow Financing of Right of First Refusal Option (§§ 67-69) – These sections allow cities and towns, when exercising their right of first refusal under G.L. c. 61, 61A or 61B, to pay for the cost of the relevant chapterland purchase by utilizing the financing mechanism described in the Qualified Bond Act, G.L. c. 44A.

Local Option Taxes 2 (§§ 70-71) – These sections increase the local option lodging tax on hotel, motel, and other rentals from a maximum of 6% to 7% (6.5% to 7.5% for Boston).

Local Option Taxes 3 (§ 72) – This section increases the local option meals tax from 0.75% to 1% of the sales price of a meal at a restaurant or local store.

Bus Procurement (§ 73) – These sections repeal a dated section, MGL c.71, s.7c, which limits the availability of state funding to start in-house school bus services when private transportation companies are available.

Calculation of RSD Excess and Deficiency (E&D) (§ 74) – This section modifies G.L. c. 71, § 16B 1/2 to conform to joint guidance promulgated by the Division of Local Services (DLS) and the Department of Elementary and Secondary Education (DESE) concerning the divisions’ calculation of E&D.

Fentanyl Strips (§§ 75-76) – These sections declassify fentanyl strips as drug paraphernalia and clarify that anyone who in good faith administers fentanyl test strips shall not be subject to criminal or civil liability.

Unemployment Insurance (§§ 77-78) – These sections extend existing exemptions from unemployment insurance benefits, which are applicable to school employees absent during sabbaticals and school vacations with a “reasonable assurance” of returning to work, to employees who provide services to or on behalf of schools but are paid by municipalities. These sections also reduce the amount of unemployment insurance benefits to 65% for employees receiving government pensions.

Double Pole Enforcement (§§ 79, 87) – These sections allow cities and towns to enforce the statutory prohibition on keeping double poles after passing a local ordinance authorizing them to do so. The current 90-day requirement timeline for replacement would be increased to 180 days and penalties authorized to be imposed are limited to up to \$1,000 per occurrence. These sections also authorize the Department of Public Utilities and Department of Telecommunications and Cable to promulgate regulations to develop enforcement mechanisms and enhanced processes for addressing double poles.

Shared Employees (§ 80) – This section creates a limited exception to the conflict-of-interest law in order to address potential violations of the law that arise when cities and towns share employees under inter-municipal agreements (IMAs) or other regional arrangements. It allows an employee of one city or town to take actions consistent with the shared goals of the agreement.

Bond and Note Premiums (§ 82) – This section requires communities that used a Proposition 2 ½ debt excluded premium on capital to report the premium without adjusting the debt exclusion.

Election Cost Reimbursement (§ 82) – This section allows state reimbursements for Early Voting and Extended Polling Hours to both be accounted for in a special revenue fund, simplifying the budgeting process for elections. Currently, the former is treated as General Fund revenue and the latter is accounted for in a special revenue fund.

Other Post Employee Benefit (OPEB) Commission (§ 83) – This section establishes an OPEB Commission to take a look at opportunities to address unfunded liabilities from non-pension employee benefits.



Municipal Empowerment Act

Fiscal & Staffing Stability

Healey-Driscoll Administration

Introduction

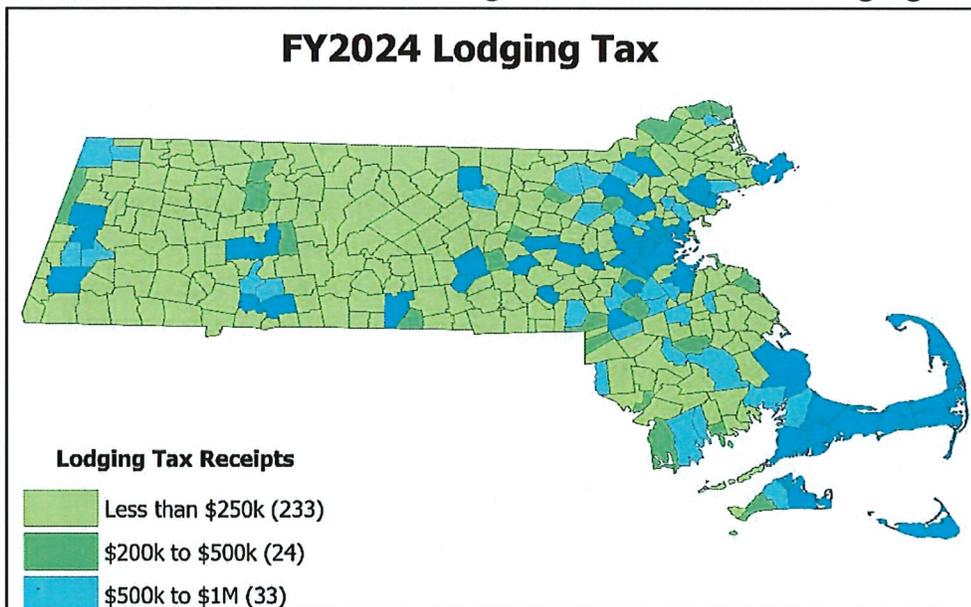
The Municipal Empowerment Act is designed to provide local governments with greater freedoms and flexibilities to serve Massachusetts residents – including provisions specifically designed to strengthen municipal finances and address critical workforce challenges, such as **increases to the local meals and lodging tax ceilings**, a **new Motor Vehicle Excise surcharge local option** that can benefit every city and town in the Commonwealth, and provisions allowing for the **creation of Regional Boards of Assessors** and expanding the process for seeking temporary **exemptions to post-retirement employment rules**.

Fiscal Strength: New tools to raise local revenue and provide targeted relief

For most cities and towns, property taxes are the largest source of revenue, followed by local aid. In Massachusetts, property taxes are capped by Proposition 2 ½ and local aid can fluctuate depending on the economy. Other locally-generated receipts are generally capped by state law and municipalities are limited in their ability to generate revenue from fees. As a result, throughout the Administration’s municipal listening session, local officials advocated for enhanced ability to generate more local non-property tax revenue.

In response, the Municipal Empowerment Act includes several provisions designed to empower communities to generate additional local resources to support local needs.

First, the bill **increases the ceiling for local meals and lodging taxes**. Last changed

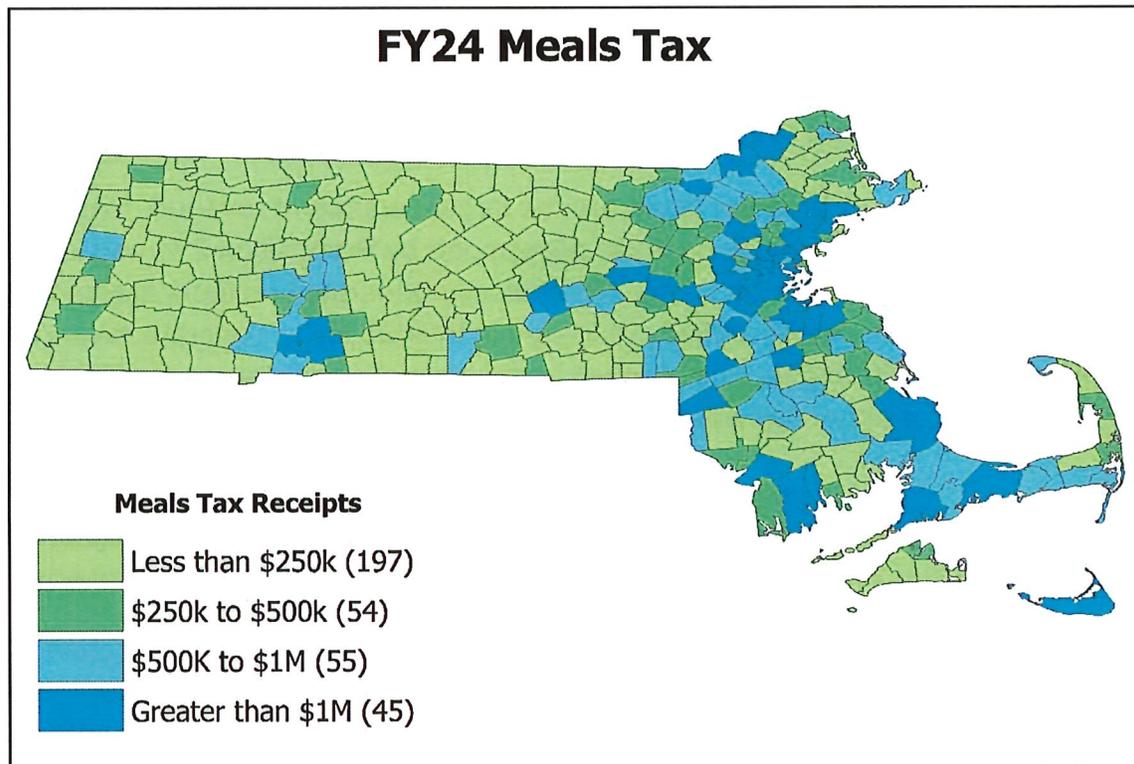


in 2009, municipalities can currently adopt an up to 6 percent local lodging tax by local legislative vote. To date, 227 municipalities have adopted a local lodging option, generating \$359 million in local

Municipal Empowerment Act – Fiscal & Staffing Stability

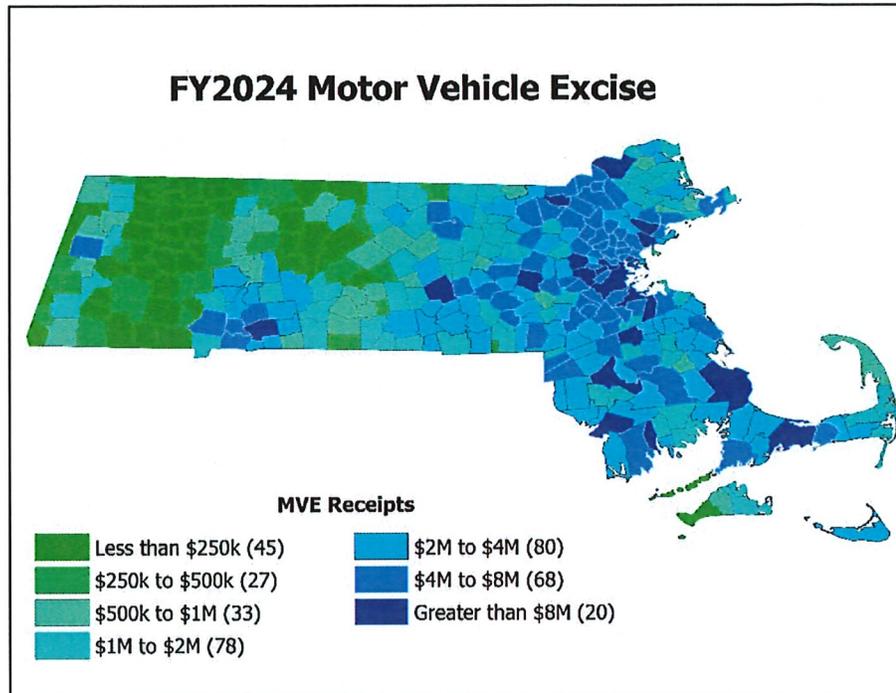
resources in FY24. The Municipal Empowerment Act proposes **increasing the maximum local lodging tax by 1 percent** (6 percent to 7 percent for all communities other than Boston, 6.5 percent to 7.5 percent for Boston). This change could unlock an estimated \$57 million in additional local revenue and would be particularly impactful for larger communities and destination areas, such as the Cape.

The bill also **increases the ceiling for the local meals tax from .75 percent to 1 percent**. Made available in 2009, 259 municipalities have adopted this local option, generating \$186 million in local revenue in FY24. The proposed change could generate an additional estimated \$62 million in annual local revenue.



Additionally, the bill **creates a new up to 5 percent local option Motor Vehicle Excise (MVE) surcharge** that can be either dedicated to local stabilization funds or treated as general fund revenue. Current law sets the MVE tax at \$25 per \$1,000 of a declining percent of a vehicle's value, with value defined as the manufacturer's list price in the year made. The MVE tax is the largest local receipt for most municipalities, generating more than \$1 billion in local revenue in FY24. Currently, the average MVE bill is \$164. In communities where this local surcharge is adopted, that average bill would only increase by up to \$8.20 (5 percent of the total bill). While certain communities benefit more than others from local meals and lodging taxes, the new local option MVE surcharge could generate an estimated \$52 million in new local revenue and benefit

every community in Massachusetts. This proposal has been updated since last session to allow municipalities to determine what MVE local option surcharge amount, up to 5 percent, makes the most sense for their community and allows resulting revenue to be dedicated to a local stabilization fund for specific purposes.



The bill also contains several other provisions meant to help address financial pressures for communities and their residents, including:

- **Addressing long-term benefit funding pressures:** The bill will establish a new OPEB Commission to take a fresh look at opportunities to address unfunded liabilities from non-pension employee benefits.
- **Creating new property tax exemptions for seniors:** The bill will allow cities and towns to adopt a new Senior Means Tested Property Tax Exemption for qualifying seniors and to increase existing senior property tax exemptions (“clause exemptions”). The bill also adds an option to provide an annual cost of living adjustment to help combat the effects of inflation, available for seniors as well as other groups that qualify for locally adopted exemptions.
- **Codifying ability to amortize emergency deficit spending:** The bill will codify provisions allowing municipalities to amortize, or spread out, emergency-related deficit spending over three years rather than having to account for all costs in one fiscal year. This provision was recently passed as a one-time fix in response to 2023’s devastating floods.
- **Increase municipalities’ toolbox for reducing school bus service costs:** The Municipal Empowerment Act would repeal a law that limits the ability of municipalities to start in-house school bus services when private transportation companies are available.

Staffing Stability: Enhanced strategies and tools to address critical workforce shortages

Municipal Empowerment Act – Fiscal & Staffing Stability

During the administration's listening sessions with local leaders, one of the consistent themes raised across the state was the challenges municipalities face attracting and retaining staff. Mayors and managers expressed concerns about their inability to fill vacant positions across all aspects of local government, from public safety to public works, from finance to engineering, and everything in between. Without the human resources required, local government cannot provide the core services residents depend on.

The Municipal Empowerment Act includes several provisions targeted at relieving specific staffing challenges raised by local leaders:

- **Creating additional temporary flexibilities in post-retirement employments:** The bill also includes a provision aimed at addressing critical staffing shortages at the local level by expanding the process for seeking exemptions to post-retirement employment rules for 3 years – a direct response to concerns raised by municipal leaders during the administration's listening sessions about critical local staffing shortages in public safety and other areas.
- **Allowing the creation of Regional Boards of Assessors:** The bill will allow municipalities to create Regional Boards of Assessors to help streamline duties and reduce significant staffing challenges cited by many local leaders.
- **Establishing central valuation of telecom and utility property:** The assessment of certain types of personal property is currently complicated for cities and towns, requiring the hiring of costly valuation experts. The Department of Revenue's Division of Local Services (DLS) already centrally values telephone and oil/natural gas pipelines, so extending this to all telecom and to utility companies would result in a more efficient and cost-effective process for both municipalities and industry.

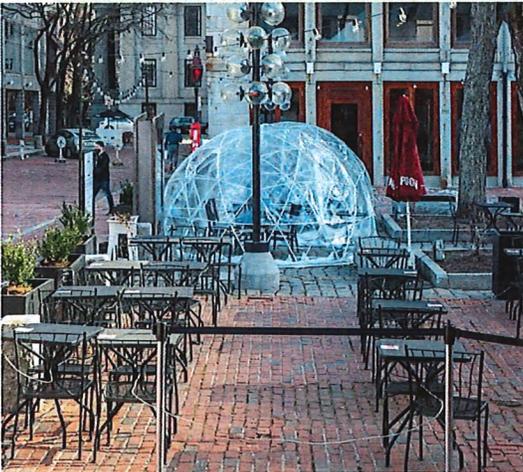
The Administration will also be convening an advisory group to improve the administration of the boat excise tax. The boat excise is an existing local revenue generator to support municipal waterways improvements and maintenance. The assessment process for this excise is cumbersome, creating headaches for local officials and causing some municipalities to forgo collection of this revenue source. The Executive Office for Administration and Finance will be convening an advisory group of local officials to develop recommendations on how to streamline this assessment process to make it easier for municipalities to take advantage of this existing revenue source.

The Municipal Empowerment Act,

S.2571

MAPC is grateful to the Governor and the Legislature for prioritizing legislation that supports cities and towns. Governor Healey's administration hosted listening sessions over the past year and listened to cities and towns top needs when creating "The Municipal Empowerment Act," S.2571, which includes more than 80 policies. MAPC is in strong support of the following measures to support cities and towns throughout the Commonwealth.

Key Legislative Provisions in the Municipal Empowerment Act:



Makes Permanent Pandemic Era Changes:

- Enable local option for remote or hybrid meetings for public bodies in perpetuity.
- Enable local licensing authorities with local approval to grant approval for outdoor food and alcohol services without further state approval.
- Enable restaurants to access licenses to sell to-go alcoholic beverages.

Municipal Governance:

- Increase the maximum bond term for school projects from 30 years to 40 years.
- Allow municipalities to amortize over 3 years any deficit related to a declared emergency.
- Allow municipalities to enter joint cooperative services for local financial officials.
- Allow municipalities to enforce the statutory prohibition on keeping double poles up after 90 days after passing a local ordinance. Penalties up to \$1,000 could be imposed per occurrence.



Contact the Government Affairs team:

Leah Robins,
Director of Government Affairs
lrobins@mapc.org

Georgia Barlow,
Government Affairs Specialist
gbarlow@mapc.org

The Municipal Empowerment Act,

S.2571

Continued Key Legislative Provisions in the Municipal Empowerment Act:



Procurement Updates:

- Equalize Ch. 30B thresholds for advertised procurements to \$100K for all municipal purchasing, not just schools.
- Remove the requirement to post certain contracts on COMMBUYS.
- Amend cooperative purchasing language to make it easier for municipalities to select multiple vendors to fulfill an RFP.
- Update procurement language to make it easier for municipalities to procure and utilize electric school buses.



Contact the Government Affairs team:

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Local Option Taxes:

- Establish a new local option motor vehicle excise surcharge of 5%.
- Increase the ceiling for local option lodging tax from 6% to 7% (and 6.5% to 7.5% in Boston) and local option meals tax from .75% to 1%.

MAPC urges local officials and residents to contact your legislators to share your support of these policies and investments and to share your experiences accessing housing in your region. Learn more about MAPC's full legislative agenda at: mapc.ma/Legislative-Priorities

Send a Municipal Empowerment Act Advocacy Letter at:
mapc.ma/MEA-letter-template



OPEN SESSION

BUSINESS

3. Discuss and consider a vote to send a letter of endorsement to the Executive Office of Housing and Livable Communities (EOHLC) for the affordable housing project at 48 Benjamin Nyes Lane, North Falmouth

Attachments:

- 1) Agenda Item Summary
- 2) Housing Development Working Group Evaluation Form
- 3) TM Recommendation Memo to AHC
- 4) AHC Letter of Support to SB
- 5) HHCC's Presentation to the SB
- 6) Draft of the TM Recommendation to SB
- 7) Draft of the SB Endorsement Letter to EOHLC
- 8) LIP Application

BUSINESS 3.

1) Agenda Item Summary



ITEM NUMBER: Business 3.

ITEM TITLE: Discuss and consider a vote to send a letter of endorsement to the Executive Office of Housing and Livable Communities (EOHLC) for the affordable housing project at 48 Benjamin Nyes Lane, North Falmouth

MEETING DATE: 2/24/2025

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

SUBMITTED BY: Mike Renshaw, Town Manager

ATTACHMENTS: 1) LIP Application, 2) Housing Development Working Group Evaluation Form, 3) Town Manager Recommendation Memo to the Affordable Housing Committee, 4) Letter of Support from the Affordable Housing Committee, and 5) Town Manager Recommendation Memo to the Select Board w/attached Proposed Letter from Select Board to the Executive Office of Housing and Livable Communities

PURPOSE:

To provide the developer of this Local Initiative Program (“LIP”) application, Habitat for Humanity of Cape Cod, with an opportunity to present the project, located at 48 Benjamin Nyes Lane, 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 to sign the LIP application.

BACKGROUND/SUMMARY:

- The development proposes 14 single-family homes for homeownership at 48 Benjamin Nyes Lane, North Falmouth. Traditionally, HHCC places permanent deed restrictions on all of their proposed homes as affordable at 60% and 80% of the Area Median Income (“AMI”). In this project, the proposal includes seven (7) dwellings restricted at 60% and seven (7) restricted at 80%; however, HHCC has indicated that some could be restricted at 100% AMI provided that a policy change is approved by their Board of Directors and the Habitat for Humanity International affiliate.
- HHCC is partnering with the 300 Committee Land Trust, Inc. to develop these single-family homes on 7.5 acres alongside 48.5 acres of permanently protected open space on this 56-acre site.
- The project will consist of fourteen (14) single family homes, of which there will be nine (9) 3-bedroom dwellings (a mix of 2-story Capes and single-story ranches); one (1) 4-bedroom colonial style dwelling, and four (4) 2-bedroom, single story, ranch style dwellings.
- All dwellings will exceed LEED standards, have solar panels on the roof, include full basements, have a shed for storage, and will be “visitable” (having zero-step entrances, a minimum of 32” door openings, and a bathroom on the first floor). The homeowner is picked through the lottery process prior to construction of the homes, so if there is a need for handicapped accessibility, it will be at the time of build.
- HHCC plans to set aside 2.9 acres of the total 7.5 acres as undisturbed land which will surround the residential development acting as a buffer between the adjacent protected open space. The project includes a cul-de-sac style roadway with a 23,828 square foot vegetated center which will include the leaching area for the shared Innovative Alternative Septic System and may be coupled with a play area, shared garden space, or be set aside for some other open space community use as determined by the development’s homeowner association. HHCC will incorporate native, easy care, and/or drought tolerant plants, flowers, small trees and shrubs throughout the site to comply with the town’s requirements and to complement the existing landscape.
- This project is .5 miles of access to the Shining Sea Bike Trail, .5 miles to Wild Harbor General Store and .7 miles to the North Falmouth library. It is within .8 to 1 mile of other amenities including banks, pharmacy, restaurants, coffee shops and gas/groceries.

- **Municipal Meeting(s):** In the early days of the project, Beth Wade, Director of Land Acquisition and Project Development Habitat for Humanity of Cape Cod met with the Housing Coordinator to discuss concepts of the project and the anticipated path forward.
- In September 2024, HHCC received support from the Community Preservation Committee for their application of \$1.25 million to the Falmouth Affordable Housing Fund, which the Select Board approved as Trustees of the Fund. The following month, HHCC held community outreach meetings and incorporated their comments into the plans.
- **Housing Development Working Group:** On January 29, 2025, as part of the newly established LIP Application Process and Review Guidelines, the project's team appeared before the Housing Development Working Group to present the project. The Housing Development Working Group gave a positive recommendation to the Town Manager.
- **Land Use Meeting:** On February 12, 2025, the project's team appeared before the town's Land Use Group meeting (which consists of all development staff).
- **Affordable Housing Committee:** On February 13, 2025, the project's team appeared before the Affordable Housing Committee (AHC). The AHC voted unanimously to send a letter recommending the Select Board support the project.
- On February 18, 2025 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 as well as signing the LIP application.

DEPARTMENT RECOMMENDATION:

The Housing Coordinator recommends that the Select Board vote to endorse the LIP application of Habitat for Humanity of Cape Cod to construct 14 single-family homes for homeownership to be deed restricted as affordable at the property located at 48 Benjamin Nyes Lane, North Falmouth 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 Habitat for Humanity of Cape Cod to construct 14 single-family homes for homeownership to be deed restricted as affordable at 48 Benjamin Nyes Lane, North Falmouth 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 Habitat for Humanity of Cape Cod as presented.

- Defer action to a subsequent meeting.

TOWN MANAGER COMMENTS:

The Town Manager recommends that the Select Board vote to endorse the LIP application of Habitat for Humanity of Cape Cod to construct 14 single-family homes for homeownership to be deed restricted as affordable at 48 Benjamin Nyes Lane, North Falmouth 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

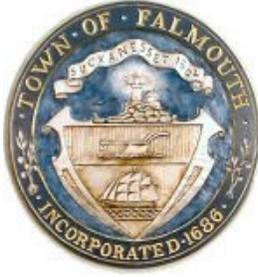
2/19/2025

Date

BUSINESS 3.

2) Housing Development Working Group Evaluation Form

February 24, 2025



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(s): January 29, 2025

HDWG Application Phase Meeting Date(s):

Project Information

Applicant/Contact: Beth Wade, Habitat for Humanity of Cape Cod (HHCC)
Property Address: 48 Benjamin Nyes Lane, North Falmouth
Project Name: North Falmouth Woodlands Community Housing
Development Team: See page 7-9 of application
Other local housing projects: Willet Way, 805 Gifford Street (starting permit phase)
Evidence of ownership or property control: Through The 300 Committee Land Trust, Inc. (T3C) has site control through a Purchase and Sale Agreement with an Assignment of Purchase Agreement whereby T3C assigned the right to purchase the 7.5-acre parcel to HHCC
Property description: **acreage:** 7.5 acres (conserving 48+/- acres w/T3C)
Zoning: Residential (RB)
Project summary: **# of units:** 14
Rent/own: homeownership
Affordability: All 14 homes deed restricted as affordable.
Unit mix: Seven at 60% AMI, seven at 80% AMI. Possibly 3 to 4 at 100% if their Board of Directors and then the National HH approve.
Amenities: to be decided by the homeowners' association, there will be an open space, either for a playground or remain open space.
Municipal meetings: Housing Coordinator, FAHF award of \$1.5 million
Community outreach: 10/9/24 public meeting at North Falmouth Elementary school (over 75 participants. 10/15/24 held Zoom meeting (9 participants). Considering public comment, some tweaks were made to the plans. HHCC has continued contact with the neighbors and other interested parties to keep them informed of their progress.

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”).

Of the 14 homes, there will be a mix of deed restricted homes at 60% and 80% AMI. There may possibly be 100% AMI included, HHCC has traditionally not gone that high, the Board of Directors are due to vote on the increase in February, then it needs to be approved by the Habitat for Humanity International affiliate.
- Mixed-use development is desirable in certain locations.

Not a mixed-use project; however, HHCC is partnering with the 300 Committee Land Trust, Inc. who will maintain open space on the remaining 48 +/- acres of the original property.
- Strong preference for proposals in which more than 25% of the total units are deed-restricted for households earning 120% of AMI or less.

There will be no homes deed restricted 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.

There will be homes deed restricted at 80% AMI beyond the mandatory 25%. See response to first item regarding possibly including homes at 100% AMI.
- ✓ Site design that provides open space and recreational amenities.
- ✓ Architecture that is compatible with the surrounding neighborhood.

The site is set within a residential area with other nearby Cape style homes of varied sizes. To the Easterly boundary there is a 20 lot subdivision with 19 homes built, and across the street is a 15 lot subdivision with 15 homes built.
- ✓ Enhancements to site and surrounding neighborhood (landscaping, drainage, connectivity, etc.).

The proposed building site currently is comprised of a previously disturbed, development area containing a driveway, 2900 +/- sf home, barn, and a two-car

brick garage. Following salvage of material, HHCC's intent is to demolish the house and both outbuildings.

√ Ability to meet identified housing needs (senior, workforce, rental).

While there are no rentals included in this project, they are deed restricted at a range from 60% - 80% possibly including 100% AMI, which would meet the needs of seniors and workforce. Please note that there are ranch homes included in the project, which are perfect for people to age in place as all living space is on one floor. There are also 4 bedroom, 3 bedroom and 2 bedroom homes included in this project, which will accommodate larger and smaller families.

√ Availability of sewer and/or on-site wastewater disposal technology that reduce nitrogen output.

HHCC will install a shared Innovative Alternative Septic System (I/A) system at this site. As of the date of their submission request for bids have gone to three manufacturers of I/A systems. Looking to achieve less than 10mg/L.

√ Has a positive economic impact on the neighborhood and stimulates new investment in distressed area.

This new affordable housing project will increase the number of affordable housing units in the West/North Falmouth area. The future residents will likely patronize businesses in the area and the town as a whole.

√ Mitigates environmental impact through redevelopment of existing structures, proximity to existing infrastructure, and use of best available design and technology.

This proposed building site is comprised of a previously disturbed, developed area containing a driveway, 2900 +/- sf home, barn, and two-car brick garage. Following salvage of materials, it is HHCC's intent to demolish the house and both outbuildings. Adjacent to this previously developed area are undisturbed areas with mixed indigenous tree growth, oaks, evergreens and native under-story shrubs and ground cover. Some development will encroach to this previously undisturbed area. 2.91 acres will remain as a naturalized, undisturbed buffer. And a center loop with a total of 23,828 sf, may become a play area, shared garden space or set aside for some other open space community use as determined by the development's homeowner association.

- √ Proposes a low fertilizer and low water consumption landscape design.

HHCC has maximized a naturalized buffer area to preserve some specimen trees including an American Chestnut and some large caliper oak and pine. HHCC will incorporate native, easy care, and/or drought tolerant plants, flowers, small trees and shrubs to the site. They plan to provide appropriate transitional plantings as a buffer between any developed areas and surrounding woodland. They are currently working with the Cape Cod based Permaculture Organization, Resilient Roots to incorporate sustainable, eco-friendly, edible, wildlife landscapes into their plans.

- √ Has Energy Star Rating.

HHCC plans on including solar panels as the site allows. Habitat homes typically meet or exceed the LEED standards, they use sustainable and renewable building materials whenever possible. Their homes have high R-value for insulation and are efficient because the homes are built well and are modest in size. They use low U value windows and Energy Star appliances, highly efficient air source heat pumps, which also aids indoor air quality. They use low or no VOC products. HHCC consistently score extremely low HERS ratings.

- √ Provides Handicapped Accessible/Visitable options.

All homes will be visitable. The homeowner is picked through the lottery process prior to the construction of the homes, so if there is a need for handicapped accessibility, it will be at the time of build. There are ranches included in the project, which are easy to adapt for handicapped accessibility since all livable space is on one floor.

- √ Located in a planning district with a lower percentage of affordable housing.

Project is located in North Falmouth, there is very little affordable housing in this section of Falmouth.

Miscellaneous

- √ Applicant agrees to retain the services of a third party to act as the Town's designee as the monitory agent. Including the designated third party in the deed rider.

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.
- Landscape design – ensure that the landscaping complies with Section 240-14.3 of the Zoning Bylaw. Details regarding the future landscaping haven't been fully finalized yet.
- ✓ Respecting abutters (buffers, distance) – provide as much of a vegetated buffer (leave existing or create new) as possible for the abutting properties.
- 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. Although there isn't a specific area noted on the plans, the roadway will provide ample room for cars to stack at the entrance for pickup and drop-off.
- 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. The applicant will want to have municipal trash pickup – looking to create a town accepted roadway.
- Snow removal – identify how snow will either be removed or stored on-site. If stored on-site, show that area on the site plan. The applicant will want to have municipal snow removal – looking to create a town accepted roadway.
- 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.). Details regarding the future lighting haven't been fully finalized yet.
- ✓ 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).
- ✓ 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. The only anticipated recreational area is in the center of the cul-de-sac. The applicant doesn't anticipate providing screening there and plans to work with the future homeowners to formulate a final plan for the area.
- √ Guest parking – ensure that there are parking spaces for guests spread throughout the site.
- Traffic impacts – be prepared to address how the new traffic generated by the development will affect the adjacent roadways and intersections. Traffic impacts from 14 homes will not have a significant impact on the area.
- 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. New water service is shown on the plan.
- 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. The applicant is looking to create a town accepted roadway.
- Washer and dryers – in rental developments, provide the appliances not just the hook ups to them. All units will have a full complement of appliances.

Additional Notes:

- HHCC, with the Town, will be requesting EOHLC that up to 70% of the homes built be awarded to a local preference (preference for applicants living in the Town of Falmouth, working in the Town of Falmouth, employed in the Town, or with children enrolled in the Falmouth public Schools).
- The property falls within the Rand Harbor, Fiddlers Cove, and Wild Harbor Embayment Watersheds, and a large part of the property is mapped as Natural Heritage Endangered Species Program Priority Habitat of Rare Species for the Eastern Box Turtle. HHCC and T3C have discussed the project and permitting with staff at Mass Wildlife's Natural Heritage & Endangered Species program and have confirmed a path forward.

- The property is within .5 miles of access to the Shining Sea Bike Trail, .5 mile to Wild Harbor General Store and .7 mile to the North Falmouth library. It is within .8 to 1 mile of other amenities including banks, pharmacy, restaurants, coffee shops and gas/groceries.
- Nine, 3-bedroom homes (a mix of 2-story Capes and single-story ranches); one 4-bedroom colonial style home; and four 2-bedroom single story, ranch style homes. The ranches are easiest to adapt for accessibility as all the living area is on the same floor.
- HHCC model using “sweat-equity” to build the homes. The selected families partner with them and devote 250 – 500 hours of work (250 for a single-adult family; 500 for a two-adult family) to the effort. Accommodation is provided for those that may be handicapped, like working in one of their ReStores.
- HHCC provides significant homebuyer education, counseling and working with the families throughout the mortgage and closing process as well as educating them in building maintenance.
- There will be a shed on each lot.
- A decision about a higher AMI range from the Habitat Board is forthcoming. Right now, it's 7 at 60% and 7 at 80%. It's possible to have 2 or 3 at 100% AMI if the Board approves the higher AMI.
- There will be a trailhead at the neighborhood which will provide access to paths through the conservation land.

BUSINESS 3.

3) TM Recommendation Memo to AHC

February 24, 2025



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
48 Benjamin Nyes Lane, Habitat for Humanity of Cape Cod
DATE: February 4, 2025
CC: Kimberly Fish, Housing Coordinator
Habitat for Humanity of Cape Cod

On January 12, 2025, a Local Initiative Program (LIP) application was submitted by Habitat for Humanity of Cape Cod (HHCC) to construct fourteen (14) deed restricted single family homes for homeownership at 48 Benjamin Nyes Lane, North Falmouth.

Project Description

HHCC is partnering with the 300 Committee Land Trust, Inc. to develop these single family homes on 7.5 acres alongside 48.5 acres of permanently protected open space on this 56 acre site. The project will consist of fourteen (14) single family homes, of which there will be nine (9) 3-bedroom dwellings (a mix of 2-story Capes and single-story ranches); one (1) 4-bedroom colonial style dwelling, and four (4) 2-bedroom, single story, ranch style dwellings. All dwellings will exceed LEED standards, have solar panels on the roof, include full basements, have a shed for storage, and will be “visitable” (having zero-step entrances, a minimum of 32” door openings, and a bathroom on the first floor). The homeowner is picked through the lottery process prior to construction of the homes, so if there is a need for handicapped accessibility, it will be at the time of build.

HHCC plans to set aside 2.9 acres of the total 7.5 acres as undisturbed land which will surround the residential development acting as a buffer between the adjacent protected open space. The project includes a cul-de-sac style roadway with a 23,828 square foot vegetated center which will include the leaching area for the shared Innovative Alternative Septic System and may be coupled with a play area, shared garden space, or be set aside for some other open space community use as determined by the development’s homeowner association. HHCC will incorporate native, easy care, and/or drought tolerant plants, flowers, small trees and shrubs throughout the site to comply with the town’s requirements and to complement the existing landscape.

Traditionally, HHCC places permanent deed restrictions on all of their proposed homes as affordable at 60% and 80% of the Area Median Income (AMI). In this project, the proposal includes seven (7) dwellings restricted at 60% and seven (7) restricted at 80%; however, HHCC has indicated that some could be restricted at 100% AMI provided that a policy change is approved by their Board of Directors and the Habitat for Humanity International affiliate.

Procedural History

In the early planning of the project, HHCC met with the Housing Coordinator to discuss the conceptual project and the anticipated path forward. In September 2024, HHCC received support from the Community Preservation Committee for their application of \$1.25 million to the Falmouth Affordable Housing Fund, which the Select Board approved as Trustees of the Fund. The following month, HHCC held community outreach meetings and incorporated their comments into the plans.

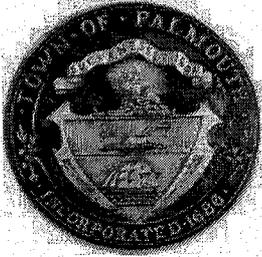
On January 29, 2025, the HHCC team met with the Housing Development Working Group to present the project, take feedback, and to receive approval to move forward in the process. Although HHCC's submission was technically at the Pre-Application Phase of the town's Local Initiative Program (LIP) Application Process, it met all of the requirements of the Final Application Phase. The application addresses many of the goals identified in the Housing Development Working Group Evaluation Form. After a comprehensive discussion, the Housing Development Working Group determined that the submission met the Final Phase Application requirements, and considering the fact that no negotiations and/or requests were needed for this project to move forward, no other Housing Development Working Group meetings were necessary. The final steps in the process are for HHCC to appear before the town's Land Use Group on February 12, 2025, the Affordable Housing Committee on February 13, 2025, and then the Select Board sometime thereafter.

Recommendation

For all the above reasons, I recommend endorsement of the Habitat for Humanity of Cape Cod 14 unit homeownership LIP application at 48 Benjamin Nyes Ln in North Falmouth.

BUSINESS 3.

4) AHC Letter of Support to SB



Town of Falmouth Affordable Housing Committee

59 TOWN HALL SQUARE, FALMOUTH, MA 02540

February 15, 2025

Dr. Nancy Taylor
Chair
Falmouth Select Board
Town Hall
Falmouth MA 02540

Dear Dr. Taylor:

At its regular monthly meeting on Thursday, February 13, 2025, the Falmouth Affordable Housing Committee (AHC) voted unanimously to send the Falmouth Select Board a letter of support for the affordable housing project at 48 Benjamin Nyes Lane sponsored by Habitat for Humanity of Cape Cod.

This 40B LIP project merits our Town's support for a variety of reasons.

- All fourteen of the units to be built and sold will be deed restricted. As many as half of the units will be sold to applicants with incomes at or below 60% of Area Median Income, an income segment not often reached by homeownership projects.
- Habitat's proposal grows out of a collaboration with The 300 Committee that will oversee the conservation of substantial abutting acreage. We should encourage efforts by our premier open space owner and manager to meld its mission with affordable housing projects. The 300 Committee will provide an access trail into the conservation area from the Habitat development.
- All units will have solar panels on their roofs and the houses will be all electric.
- Habitat has already had several discussions about the project with abutters and other neighbors. Some modifications in the plans have resulted from these consultations.
- A high-quality I/A sewerage treatment system will be installed to service all fourteen units.
- Habitat will exercise the local preference option in its selection of purchasers of the units.

Thus, the AHC strongly recommends that the Select Board approve Habitat's application.

Thank you.

Sincerely,

David F. Garrison
Chair
Falmouth Affordable Housing Committee

CC: Michael Renshaw, Peter Johnson-Staub, Kim Fish, Jed Cornock, Noreen Stockman

BUSINESS 3.

5) HHCC's Presentation to the SB



HABITAT FOR HUMANITY of CAPE COD

**in partnership with The 300 Committee Land Trust
48 Benjamin Nyes Lane - Community Housing**

**SELECTBOARD - TOWN OF FALMOUTH
February 24, 2025**



Project Team

- **Noreen Browne**– Director of Land Acquisition & Project Development (HHCC)
- **Warren Brodie** - Habitat’s Land Use and Permitting Attorney
- **Robert Ryley** – Director of Construction (HHCC)
- **Joe Henderson** – Project Engineer (Horsley Witten Group)
- **Kurt Raber** – Architect. Vice-President & Principal, (Catalyst Architecture & Interiors)
- **Mark Nelson** - Sr. Hydrogeologist (Horsley Witten Group)

We are here today to:

- Share a brief overview of Habitat for Humanity of Cape Cod.
 - Review our current plans for the proposed North Falmouth Woodlands Community Housing project including home and site plans.
 - Move our Local Initiative Project (LIP) application forward, requesting your support and signature.
-

Habitat for Humanity of Cape Cod partners with families in need of an affordable home to build one of their own; fostering stability, self reliance and a strong sense of community.



Our Mission



- “Sweat Equity” a partnership with our families. Households work 250/500 hours
- Community Engagement working in partnership with a town and its citizens



Habitat - Foundations



Homeowner Education (from construction skills to mortgage preparation, home and landscape care, and budgeting) and ongoing support.

- Deed restricted Home Ownership at affordable prices – prices are set at the time of marketing using Dept. of Housing & Urban Development (HUD) confirmed area median income (AMI) and affordable housing guidelines.
- Recent home prices set for our 3-bedroom home were \$173,200 for those at 60% AMI, and \$247,000 for those at 80% AMI.
- Affordable mortgage rates through local banking partners.
- Affordable in perpetuity – public investment is protected by a deed rider, regulatory agreement and monitoring.
- As requested, allowable local preferences (preference given to purchasers who currently live, work or have children in school in Falmouth) will be determined and approved solely by the State's Executive Office of Housing and Livable Communities (EOHLC).

Household Size	60% AMI	80% AMI
1.	\$51,375	\$68,500
2	\$58,688	\$78,250
3	\$66,038	\$88,050
4	\$73,350	\$97,800
5	\$79,238	\$105,650
6.	\$85,088	\$113,450
7.	\$90,975	\$121,300

The above table shows the maximum gross, current and anticipated annual income a household may earn, and be eligible for consideration for a Habitat for Humanity home on Cape Cod.



Habitat – Income Limits



The 300 Committee and Habitat for Humanity of Cape Cod
a partnership that considers shared values.



ECOLOGICALLY INFORMED DESIGN

- Habitat for Humanity of Cape Cod is known for its commitment to energy-equity. We have worked with *Catalyst Architecture* to develop home designs that are well-built, solar powered, and energy efficient. Thereby increasing affordability for low-and moderate-income buyers, while reducing their carbon foot-print in our all-electric homes.
- Habitat for Humanity of Cape Cod was recognized in May 2022 by RESNET, the national standards-making body for building energy efficiency rating and certification for building the most energy efficient Habitat for Humanity built home in the United States.



The 300 Committee and Habitat for Humanity of Cape Cod
a partnership that considers shared values.



ECOLOGICALLY INFORMED DESIGN

- Habitat for Humanity is working with the *Horsley Witten Group*, an award winning, mission driven, engineering, design, and environmental consulting firm to implement sustainable wastewater and stormwater designs in our project.
- Habitat for Humanity now partners with *Resilient Roots*, a Cape Cod based organization designing landscapes of edible and native plants and educating our home buyers in organic land care. We envision interconnected backyards that support native pollinators and help protect wildlife and water resources.

- 48 Benjamin Nyes Lane – We are proposing 14 single family homes.
- We have been awarded \$1.5M by Falmouth Affordable Housing Fund (FAHF) toward land acquisition and construction of:
 - Nine 3-bedroom deed restricted, affordable. Mix of Capes (2 bathrooms on 2 floors) and Ranches (1.5 bathrooms on 1 floor).
 - One 4-bedroom Colonial (2 bathrooms on 2 floors).
 - Four 2-bedroom Ranches (1 bathroom on 1 floor).



Homes at 48 Benjamin Nyes Lane



Orleans (2022): 2-bedroom, 1 bathroom ranch



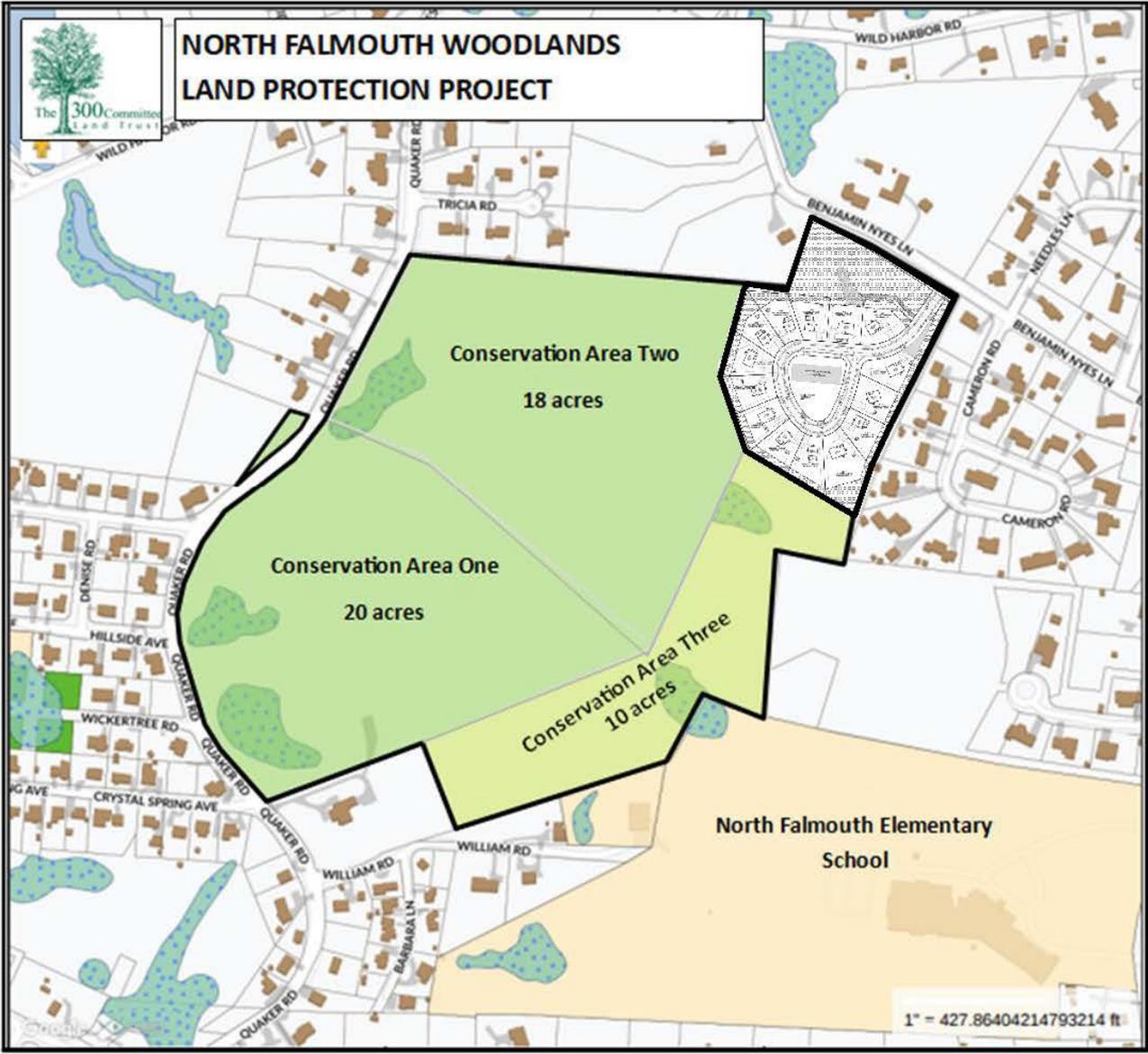
Brewster (2020): 3-bedroom, 2-bathroom Cape



Truro (2018): 3-bedroom, 1.5-bathroom ranch



NORTH FALMOUTH WOODLANDS LAND PROTECTION PROJECT



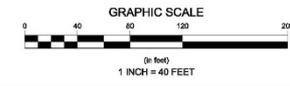
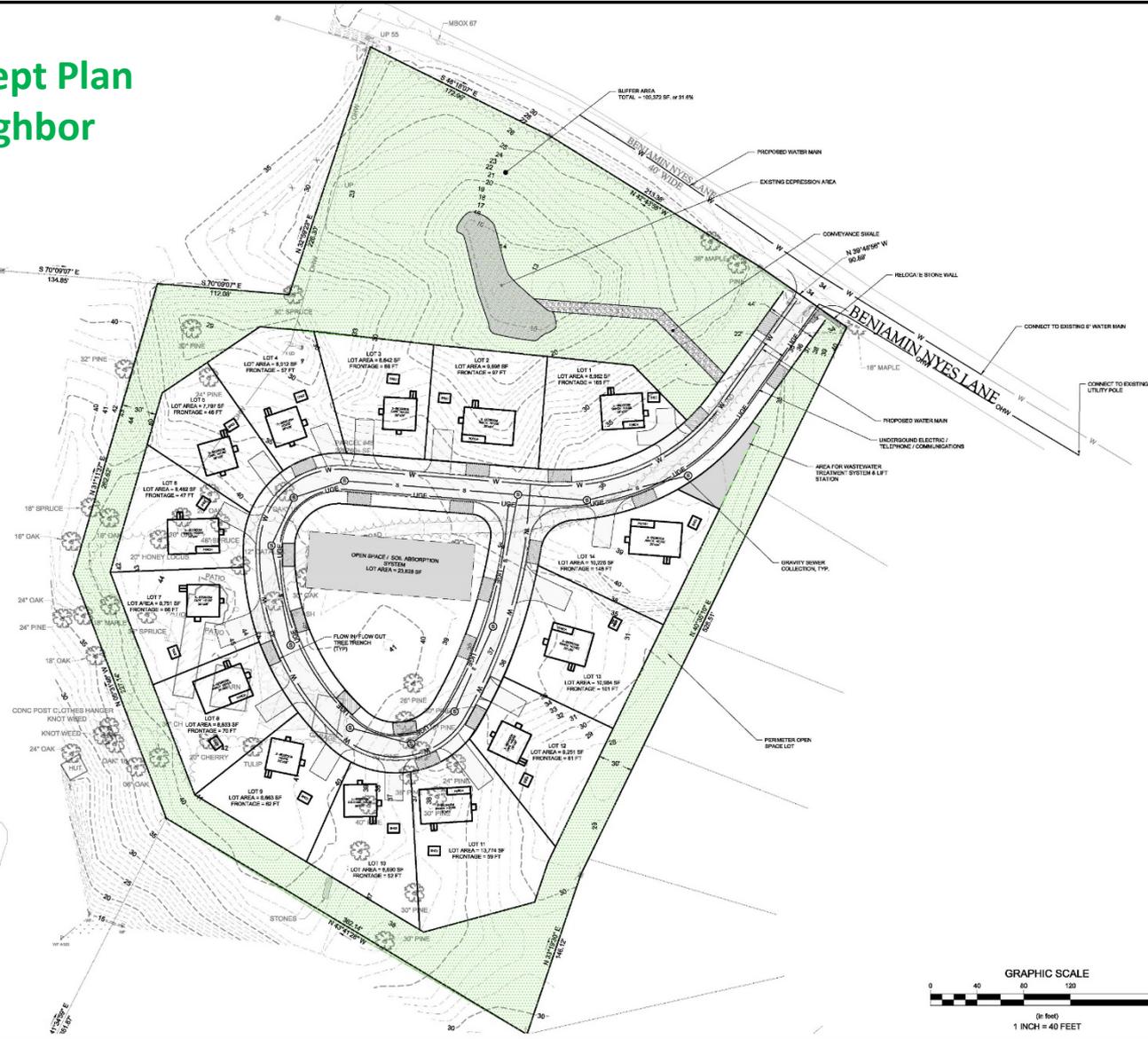
1" = 427.86404214793214 ft

Revised Concept Plan



Original Concept Plan (shared at neighbor meetings) in October 2024 (in person and by Zoom).

Original Concept Plan Shared at Neighbor Meetings



last modified: 10/04/24 10:04:24 printed: 10/04/24 10:04:24 by jh K:\Projects\2024\24051 Benjamin Nyes Lane Falmouth\Drawings\24051-ST.dwg

Proposed For: Habitat for Humanity of Falmouth 411 Main St. Suite B North Falmouth, MA 02556 File#	Project Number: 24051	Sheet: 1 of 1
Drawing Title: 48 BENJAMIN NYES LANE FALMOUTH CONCEPT PLAN NORTH FALMOUTH, MA	Project Name: 48 BENJAMIN NYES LANE FALMOUTH CONCEPT PLAN NORTH FALMOUTH, MA	Drawing Title: CONCEPT LAYOUT
Designer: HORSLEY WITTEN GROUP 10000 ROUTE 1 SUITE 200 NORTH FALMOUTH, MA 02556	Designer: HORSLEY WITTEN GROUP, Inc. Sustainable Environmental Solutions 10000 ROUTE 1, SUITE 200 NORTH FALMOUTH, MA 02556 Phone: (508) 833-9500 Fax: (508) 833-9100	Designer: HORSLEY WITTEN GROUP, Inc. Sustainable Environmental Solutions 10000 ROUTE 1, SUITE 200 NORTH FALMOUTH, MA 02556 Phone: (508) 833-9500 Fax: (508) 833-9100
Register: DRAFT NOT FOR CONSTRUCTION	Sheet Number: C - 1	Date: 10/04/2024

Considering comments received from the October 2024 neighbor meetings, we reviewed and revised our original site plan as follows:

- Increased the no disturb buffer from the property line at Cameron Road from 30' to 45'. Also reduced some lots on the westerly side of the property to increase buffer.
- Moved the wastewater treatment system away from Cameron Road.
- Flipped the location of home and driveway on at least one lot, increasing space from home to lot line, further limiting any excavation near the lot line.
- We also revised model type (ranch or Cape) on some lots to reduce footprints and excavation area, effectively increasing space from these homes to lot line(s).
- On all lots we have sited the homes near to the street as possible, reducing excavation near any abutter lots.
- All fourteen of the lots meet or exceed the rear set back requirements of the Town of Falmouth zoning by law.

See additional information at: <https://300committee.org/nf-woodlands-acquisition/>

At the bottom of the page: **North Falmouth Community Meetings Presentations.** In October of 2024, T3C and Habitat for Humanity held two community informational meetings on the project. Here are copies of [T3C's presentation](#) and [Habitat's presentation](#). Based on those meetings, Habitat and T3C developed a list of [Frequently Asked Questions](#) and Habitat also [revised its site plan](#) to increase the natural, no-disturb buffer on the west side of the property from 30 to 45 feet (the original site plan can be [viewed here](#)).



What's Next?

- Winter 2025 Local Initiative Program (LIP) Application
 - EOHLC* sends 30-day notice to Town to allow comment
 - EOHLC performs a site visit, project analysis
 - EOHLC issues a Project Eligibility Letter (PEL) required for ZBA application
- Spring 2025. Application under MGL Ch 40B to Falmouth Zoning Board of Appeal (ZBA) and hearing(s).
- January 2026. Post permitting, closing on the property.
- Infrastructure start March 2026.
- Phase 1 construction of 7 homes start March/April 2027. Certificates of Occupancy (CO's) August 2028.
- Phase 2 construction of 7 homes start September/October 2028. CO's January 2030

* EOHLC is the State of Massachusetts' Executive Office of Housing and Livable Communities
<https://www.mass.gov/orgs/executive-office-of-housing-and-livable-communities>



Project-Timeline





HABITAT FOR HUMANITY of CAPE COD

We THANK YOU for helping us create
home ownership opportunities!

BUSINESS 3.

6) Draft of the TM Recommendation to SB



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
48 Benjamin Nyes Lane, Habitat for Humanity of Cape Cod
DATE: February 18, 2025
CC: Kimberly Fish, Housing Coordinator
Habitat for Humanity of Cape Cod

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Project Description

HHCC is partnering with the 300 Committee Land Trust, Inc. to develop these single-family homes on 7.5 acres alongside 48.5 acres of permanently protected open space on this 56 acre site. The project will consist of fourteen (14) single family homes, of which there will be nine (9) 3-bedroom dwellings (a mix of 2-story Capes and single-story ranches); one (1) 4-bedroom colonial style dwelling, and four (4) 2-bedroom, single story, ranch style dwellings. All dwellings will exceed LEED standards, have solar panels on the roof, include full basements, have a shed for storage, and will be “visitable” (having zero-step entrances, a minimum of 32” door openings, and a bathroom on the first floor). The homeowner is picked through the lottery process prior to construction of the homes, so if there is a need for handicapped accessibility, it will be at the time of build.

HHCC plans to set aside 2.9 acres of the total 7.5 acres as undisturbed land which will surround the residential development acting as a buffer between the adjacent protected open space. The project includes a cul-de-sac style roadway with a 23,828 square foot vegetated center which will include the leaching area for the shared Innovative Alternative Septic System and may be coupled with a play area, shared garden space, or be set aside for some other open space community use as determined by the development’s homeowner association. HHCC will incorporate native, easy care, and/or drought tolerant plants, flowers, small trees and shrubs throughout the site to comply with the town’s requirements and to complement the existing landscape.

Traditionally, HHCC places permanent deed restrictions on all of their proposed homes as affordable at 60% and 80% of the Area Median Income (AMI). In this project, the proposal includes seven (7) dwellings restricted at 60% and seven (7) restricted at 80%; however, HHCC has indicated that some could be restricted at 100% AMI provided that a policy change is approved by their Board of Directors and the Habitat for Humanity International affiliate.

Procedural History

In the early planning of the project, HHCC met with the Housing Coordinator to discuss the conceptual project and the anticipated path forward. In September 2024, HHCC received support from the Community Preservation Committee for their application of \$1.25 million to the Falmouth Affordable Housing Fund, which the Select Board approved as Trustees of the Fund. The following month, HHCC held community outreach meetings and incorporated their comments into the plans.

On January 29, 2025, the HHCC team met with the Housing Development Working Group to present the project, take feedback, and to receive approval to move forward in the process. Although HHCC's submission was technically at the Pre-Application Phase of the town's Local Initiative Program (LIP) Application Process, it met all of the requirements of the Final Application Phase. The application addresses many of the goals identified in the Housing Development Working Group Evaluation Form. After a comprehensive discussion, the Housing Development Working Group determined that the submission met the Final Phase Application requirements and considering the fact that no negotiations and/or requests were needed for this project to move forward, no other Housing Development Working Group meetings were necessary. HHCC then appeared before the town's Land Use Group on February 12, 2025, and before the Affordable Housing Committee on February 13, 2025. The Affordable Housing Committee voted unanimously to support this affordable housing project.

Recommendation

For all the above reasons, I recommend the Select Board endorse this LIP application from Habitat for Humanity of Cape Cod for 14 single-family homes for homeownership at 48 Benjamin Nyes Lane in North Falmouth by signing the attached letter of endorsement to the Executive Office of Livable Communities and the LIP application.

ATTACHMENTS:

- LIP Application
- Housing Development Working Group Evaluation Form
- Letter to the Executive Office of Housing and Livable Communities
- Recommendation Memo to Affordable Housing Committee from Town Manager
- Letter of Support from the Affordable Housing Committee

BUSINESS 3.

7) Draft of the SB Endorsement Letter to EOHLC

February 24, 2025

February 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: ***Habitat for Humanity of Cape Cod – Local Initiative Program Application
48 Benjamin Nyes Lane, North Falmouth***

Dear Ms. LeClair and Ms. Hayashi:

At its meeting on February 24, 2025, the Falmouth Select Board voted to endorse the Local Initiative Program (“LIP”) application of Habitat for Humanity of Cape Cod (“HHCC”) to construct 14 homes for homeownership at 48 Benjamin Nyes Lane in North Falmouth MA. HHCC is partnering with the 300 Committee Land Trust, Inc. to develop these single-family homes on 7.5 acres alongside 48.5 acres of permanently protected open space on this 56 acre site. The project will consist of fourteen (14) single-family homes, of which there will be nine (9) 3-bedroom dwellings (a mix of 2-story Capes and single-story ranches); one (1) 4-bedroom colonial style dwelling, and four (4) 2-bedroom, single story, ranch style dwellings. All dwellings will exceed LEED standards, have solar panels on the roof, include full basements, have a shed for storage, and will be “visitable” (having zero-step entrances, a minimum of 32” door openings, and a bathroom on the first floor). The homeowner is picked through the lottery process prior to construction of the homes, so if there is a need for handicapped accessibility, it will be at the time of build.

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Traditionally, HHCC places permanent deed restrictions on all of their proposed homes as affordable at 60% and 80% of the Area Median Income (“AMI”). In this project, the proposal includes seven (7) dwellings restricted at 60% and seven (7) restricted at 80%; however, HHCC has indicated that some could be restricted at 100% AMI provided that a policy change is approved by their Board of Directors and the Habitat for Humanity International affiliate.

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)”. HHCC has agreed to perform the annual monitoring and Housing Assistance Corporation will monitor the resales, acting as the Town’s designee and will be included 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 affordable homes for homeownership. According to Cape Cod and Islands Association of Realtors, the May 2024 median priced home in Falmouth was \$805,000, which makes homeownership only attainable by people at much higher income levels than the average family our community desperately needs. 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 14 homes will be included on the Subsidized Housing Inventory (SHI) and HHCC will request that EOHLC allow them to utilize the Local Preference option in the lottery for 9 of the homes. This project will have mixed-income homeownership opportunities and will include all affordable deed restricted homes, not just the 25% required by Ch. 40B. There are no sidewalks and there is no public transportation near the site; however, it is 0.5 miles of access to the Shining Sea Bike Trail, .5 miles to “Wild Harbor General Store” and .7 miles to the North Falmouth library. It is within .8 – 1 miles of other amenities including banks, pharmacy, restaurants, coffee shops and gas/groceries.

In the early planning of the project, HHCC met with the Housing Coordinator to discuss the conceptual project and the anticipated path forward. In September 2024, HHCC received support from the Community Preservation Committee for their application of \$1.25 million to the Falmouth Affordable Housing Fund, which the Select Board approved as Trustees of the Fund. The following month, HHCC held community outreach meetings and incorporated their comments into the plans.

On January 29, 2025, the HHCC team met with the Housing Development Working Group to present the project, take feedback, and to receive approval to move forward in the process. Although HHCC’s submission was technically at the Pre-Application Phase of the

town's Local Initiative Program (LIP) Application Process, it met all of the requirements of the Final Application Phase. The application addresses many of the goals identified in the Housing Development Working Group Evaluation Form. After a comprehensive discussion, the Housing Development Working Group determined that the submission met the Final Phase Application requirements and considering the fact that no negotiations and/or requests were needed for this project to move forward, no other Housing Development Working Group meetings were necessary. HHCC then appeared before the town's Land Use Group on February 12, 2025, and before the Affordable Housing Committee on February 13, 2025. The Affordable Housing Committee voted unanimously to support this affordable housing project.

The Select Board is pleased to endorse this Local Initiative Program application to create much needed affordable homes in our community. ¹

Sincerely,

Nancy Robbins Taylor, Chair
Falmouth Select Board

cc: Habitat for Humanity of Cape Cod
Kim Fish, Falmouth Housing Coordinator

ATTACHMENTS:

- Recommendation Memo to Affordable Housing Committee from Town Manager
- Recommendation Memo to Select Board from Town Manager
- Letter of Support from the Affordable Housing Committee

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, including, but not limited to the 40B application to the Zoning Board of Appeals.

BUSINESS 3.

8) LIP Application



PHOTO: WILLETT WAY—2023



BENJAMIN NYES LANE COMMUNITY HOUSING

TOWN OF FALMOUTH

EOHLC LIP Local Initiative Project Application

JANUARY 2025

- **Cover Letter**
- **Narrative**
- **Application**

PP. 1 -21

- I. General Information p. 2
 - Required signatures p. 3
- II. Community Support p. 4 - 5 (and attachments)
- III. Municipal Contact Information P. 6
- IV. Development Team P. 7 - 9 (and attachments)
- V. Project Information P. 10 - 12
- VI. Site Information P. 13 - 14 (and attachments)
- VII. Design and Construction P. 15 - 16 (and attachments)
- VIII. Surrounding Area P. 17 (and attachments)
- IX. Financing P. 17-18 (See attachment for Letter of Interest Cape Cod Five)
- X. Project Feasibility P. 18 – 20 (see also Proforma at attachments)
- XI. Development Schedule P. 20
- XII. Marketing Outreach and Lottery P. 21(see also attachments)
- XIII. Checklist of Attachments p. 21

- **Attachments**

1. Town of Falmouth - Letters of support
2. Development Team Experience and Project References
3. Maps of community showing location of site and photos
4. Rationale for calculation of affordable purchase price and Proforma
5. Site control document
6. Appraisal (Habitat) and Town Waiver request re. EOHLC appraisal
7. Site plans
8. Waivers requested document
9. Sample floor plan and elevations
10. Letter of Financing – Cape Cod Five.
11. Proposed marketing and lottery materials
12. Red-line of Regulatory Agreement & Deed Rider
13. Other Addenda (Neighbor letter,Phase 1 summary, planting strategy)



Habitat for Humanity of Cape Cod

411 Main Street Ste 6 • Yarmouth Port, MA 02675

www.habitatcapecod.org • 508-362-3559 p • 508-362-3569 f

Ms. Rieko Hayashi
Program Director, Local Initiative Program
Executive Office of Housing & Livable Communities
100 Cambridge Street, Suite 300
Boston, MA 02114

January 2025

RE: Habitat for Humanity, Local Initiative Program – Falmouth, Benjamin Nyes Lane Community Housing.

Dear Ms. Hayashi:

Enclosed please find our Local Initiative Program application and accompanying attachments for Community Housing at 48 Benjamin Nyes Lane in North Falmouth.

We are excited to push forward with this project. Through the years we have enjoyed working with the municipality to increase their SHI ownership units. Following the successful construction of ten homes on Willett Way and permitting four homes at 805 Gifford Street Extension, we are now eager to permit fourteen Habitat homes at the Benjamin Nyes Lane location.

We look forward to showing you this property soon. If you have any questions regarding any of the material submitted, I am available to discuss the same at any time.

Thank you for your work on this project.

Sincerely,

Elizabeth Hardy Wade

Elizabeth (Beth) Hardy Wade
Director of Land Acquisition & Project Development



Habitat for Humanity of Cape Cod

411 Main Street Suite 6 • Yarmouth Port, MA 02675

508-362-3559

land@habitatcapecod.org www.habitatcapecod.org

Applicant: Habitat for Humanity of Cape Cod, Inc.
Site: a portion of 49 Benjamin Nyes Lane
Map/Parcel: 05 02 022 004
Project Name: North Falmouth Woodlands Community Housing
Date: January 6, 2025

NARRATIVE

Habitat for Humanity of Cape Cod, Inc. (HHCC) is proposing to build fourteen (14) new affordable homes on a 7.5-acre parcel of land at 48 Benjamin Nyes Lane in North Falmouth. HHCC plans to permit this project under Massachusetts General Law, Chapter 40B, through a friendly 40B/LIP (Local Initiative Project) process.

HHCC is collaborating with Falmouth's *The 300 Committee Land Trust, Inc* (T3C) to execute this project. We believe together our efforts maximize the use of the property for long term public benefit, conserving 48+/- acres of land, ensuring future public access, and constructing much needed community housing.

The building site is a portion of Parcel Two, as described in a deed recorded with the Barnstable Land Court Registry on 6/8/2023 in Document# 1,482,252, Ctf#233129. A subdivision plan has been submitted to the Massachusetts Land Court and is in process to create the separate 7.5-acre parcel for development. See: "Plan of Land at Benjamin Nye's Lane & Quaker Road, North Falmouth, Massachusetts. Prepared for The 300 Committee, Inc. April 30, 2024, by BSS Design, Engineering & Surveying, 164 Katherine Bates Rd. Falmouth, MA 02540" (Attachment 7)

This proposed building site is comprised of a previously disturbed, developed area containing a driveway, 2900 +/- sf home, barn, and a two-car brick garage. Following salvage of materials, as possible, it is HHCC's intent to demolish the house and both outbuildings. Adjacent to this previously developed area are undisturbed areas with mixed indigenous tree growth, oaks, evergreens, and native under-story shrubs, and ground cover.

Some development will encroach to this previously undisturbed area. Yet, 2.91 acres will remain as a naturalized, undisturbed buffer. And a center loop with a total area of 23,828 sf, may become a play area, shared garden space or set aside for some other open space community use as determined by the development's homeowner association. It should be noted the shared leach field (6,958 sf) within that area will have some limitations for use.

Originally, our architect, Kurt Raber of Catalyst Architecture/Interiors, Inc. developed a fifteen home concept plan. Subsequently, HHCC engaged the services of the engineering, design and environmental consulting firm, Horsley Witten Group to complete a survey and feasibility studies to confirm site layout, number of homes, shared I/A wastewater system, and stormwater control system. Through that process the original number of proposed

homes was reduced from fifteen (15) to fourteen (14) homes. Please see the attached site plan, “48 Benjamin Nyes Lane Falmouth Concept plan North Falmouth, MA by Horsely Witten Group, Inc. 90 Route 6A Unit 1, Sandwich, MA 02563” (Attachment 7).

Site control. T3C has site control of the property through a purchase and sale agreement with the current property owner, TLC, LLC, of 2 Bournes Cove Lane, East Falmouth, MA 02536. HHCC and T3C, on November 4, 2024, executed an Assignment of Purchase Agreement whereby T3C assigned the right to purchase the 7.5-acre parcel to HHCC. (See Attachment 5)

Habitat and Friendly 40B Process. HHCC, along with T3C, has sought to involve the Town of Falmouth throughout the permitting process:

- Early on we discussed the project concept with Housing Coordinator, Kimberly Fish.
- Submissions with extensive project information were made to multiple municipal committees. And on 9/23/2024, following approvals by the Falmouth Affordable Housing Fund (FAHF) and the Community Preservation Committee, the Falmouth Selectboard approved an award of \$250,000 toward acquisition funding and \$1.25M in early construction funding for the project.
- On 10/9/2024 we held a public meeting regarding the project at the North Falmouth Elementary School, with over 75 participants. On 10/15/2024 we held a Zoom meeting for those who could not attend in person with 9 participants. Considering public comments, “tweaks” were made to our plans. We continue to be in contact with neighbors and other interested parties to keep them informed of our progress.
- On submission of the LIP application to the Executive Office of Housing and Livable Communities (EOHLC), we will send a letter alerting abutting neighbors that the LIP application has been submitted and will provide another opportunity to review plans, and provide input, during EOHLC’s 30-day LIP public comment period.
- On receipt of the Project Eligibility Letter (PEL) from EOHLC, we will submit a 40B Comprehensive Permit application to Falmouth’s ZBA. There will be additional opportunity for public participation and input throughout the 40B ZBA permitting process.

Affordability. All the Falmouth homes built will be affordable in perpetuity. Homes built for those at up to 80% AMI Affordability will be protected by an EOHLC LIP Regulatory Agreement and Deed and will count on Falmouth’s Subsidized Housing Inventory (SHI). Generally, we target half of our homes to be built as affordable to very low-income households; households earning at or below 60% of Area Median Income (AMI); and half of the homes to those households earning at or below 80% AMI.

100% AMI. For this project we have considered developing some portion of the homes for sale to households at or below 100% AMI (20-25% of the homes, being 3 or 4 homes). After months of thoughtful discussion, HHCC’s Board of Directors is due to vote on this matter at its February 2025 meeting. It should be noted that if HHCC’s board affirms the *possibility* of construction of some portion of homes being built at 100% AMI at Benjamin Nyes Lane, as a Habitat for Humanity International (HFHI) affiliate, we will have to request their approval. We are bound to a covenant

confirming our mission to build homes for families most in need. Historically HFHI has affirmed this to be those with income levels below 80% AMI, with a special emphasis on those at very low income levels. Therefore, we must complete an HFHI waiver process before committing to any households at or below 100% AMI.

All home sale prices will be determined using HUD median income and EOHLC calculations at the time of LIP submission. We will include final project AMI levels for homes to be built within our ZBA application. Home prices will be approved by EOHLC prior to opening the home build/sale lottery. See LIP application and Attachment 4 for home pricing rationale.

Local preference. Habitat will work with the Town and EOHLC to request that up to 70% of the homes built be awarded a local preference (preference for applicants living in the Town of Falmouth, working in the Town of Falmouth, employed by the Town, or with children enrolled in Falmouth public schools). Local Preference guidelines currently allow for a maximum of 70% of a project's units and is awarded at the discretion of EOHLC.

Project timeline, post permitting. Infrastructure will begin following our closing on the property (expected January 15, 2026). Infrastructure work will include post salvage demolition of the existing buildings, installation of the roadway, wastewater management system, storm water management system, drainage, home foundations, common area, site, and remediation landscaping. Volunteer construction is planned to start on Phase I homes in Spring 2027 with wall raisings of seven homes, followed in Fall 2028 with wall raisings of the remainder seven homes.

Additional Project Information.

Zoning and site use. The underlying zoning of the parcel is Residential (RB). The site is proximate to public utilities with electricity running to the existing house. Town water is proximate to the site, but piping will need to be run from Benjamin Nyes Lane into the development. A well at the current house site will be abandoned. There is no public sewer available.

Innovative Alternative Septic System. HHCC will install a shared I/A system at this site. As of the date of this narrative request for bids have gone to three manufacturers of Innovative/Alternative Septic System chosen by the Horsley Witten Group. The selected system and specifications will be provided at ZBA application.

NHESP. The property falls within the Rand Harbor, Fiddlers Cove, and Wild Harbor Embayment Watersheds, and a large part of the property is mapped as Natural Heritage Endangered Species Program Priority Habitat of Rare Species for the Eastern Box Turtle (PH238). We (HHCC and T3C) have discussed the project and permitting with staff at MASS Wildlife's Natural Heritage & Endangered Species Program and have confirmed a path forward.

Neighborhood setting. The site is set within a residential area with other nearby Cape style homes of varied size. Abutters of the 7.5-acre portion of the property include at the easterly boundary a 20-lot subdivision, with 19 homes built out (one lot is undeveloped) on Cameron Road with house lots amassed on approximately 9 +/- acres of land, excluding the roadway bed (Barnstable County Registry of Deeds: PB 192 PG 121); and across Benjamin Nyes Lane a 15-lot subdivision, with 15 homes built out at Needles Lane on an approximate 7 +/- acres of land, excluding the roadway bed (Barnstable County Land Court Plan #25102D). Other residences are adjacent at #67 and #72 Benjamin Nyes Lane.

The property is within .5 mile of access to the Shining Sea Bike Trail, a 10.7-mile paved bike trail that runs from North Falmouth to Woods Hole. It is .5 mile to “Wild Harbor General Store” and .7 mile to the North Falmouth library. It is within .8-1 mile of other amenities including banks, pharmacy, restaurants, coffee shops and gas/groceries.

Homes and site features. Each lot will contain a dwelling with a private parking area and be serviced by a shared I/A septic system. Common lot(s) will contain the septic system, stormwater systems, naturalized buffer area, and shared common roadway. An HOA will control any common lot(s) and the access drive into the development. Access to and from the housing development will be from Benjamin Nyes Lane.

Our concept plan includes nine (9), 3-bedroom homes (a mix of 2-story Capes and single-story ranches); one (1), 4-bedroom colonial style home; and four (4), 2-bedroom single story, ranch style homes (total of 14 homes). Our ranches are easiest to adapt for accessibility, as all the living area is on the same floor. As we select our families before construction, if a selected family has a disability that needs accommodation, we amend construction plans to build to accommodate their need.

The 3-bedroom Capes have 2 full bathrooms, the 3-bedroom ranches contain 1.5 bathrooms. The 4-bedroom colonial offers 2 full bathrooms, and the 2-bedroom ranches contain 1 bathroom. All HHCC homes offer full basements, subject to site conditions. All homes meet or exceed EOHLC LIP standards in terms of square footage and other features.

It is our plan for the homes at 48 Benjamin Nyes Lane to include solar, as site conditions allow. And in terms of other aspects of “green” building: Habitat homes typically meet or exceed LEED standards, although for cost saving reasons, we do not seek certification. We use sustainable and renewable building materials whenever possible. Our homes have high R-value for insulation (with 2 x 6 construction which allows for such high insulation) and are inherently efficient because the homes are built well and are modest in size (so less materials to build, less fuel to heat). We use low U value windows and Energy Star appliances. We use highly efficient air source heat pumps, which also aids indoor air quality. And we use low or no VOC products. Habitat homes consistently score extremely low HERs ratings. In 2022 HHCC received an award for our high-performance homes from the national energy rating organization, RESNET for having the lowest HERS score (-15) among the 1,000+ Habitat for Humanity International affiliates across the country. We continue to excel in our HERs ratings and continue to upgrade our homes as new products and innovations become available.

Landscaping. We have maximized a naturalized buffer area to preserve some specimen trees including an American Chestnut and some large caliper oak and pine. We will incorporate native, easy care, and/or drought tolerant plants, flowers, small trees, and shrubs to the site. We plan to provide appropriate transitional plantings as a buffer between any developed areas and surrounding woodland. We are currently working with the Cape Cod based Permaculture Organization, *Resilient Roots* to incorporate sustainable, eco-friendly, edible, wildlife landscapes into our plans. While HHCC chooses site-wide plantings, our families have some say in the selection of the initial plantings around their homes. Some choose only native, wildlife friendly plantings, others incorporate dwarf fruit trees and shrubs bearing edible fruits. We also include an 8 x 10 shed, when site conditions allow (see Attachment 13 Planting Strategy).

Our model – homebuyer and community participation. Assuming successful permitting, HHCC will use our tried-and-true “sweat-equity” model to build these Falmouth homes. In our model, selected family’s partner with us and devote 250 to 500 hours of work (250 for a

single-adult family; 500 for a two-adult family) to the effort. A family may work on their own home or on another HHCC home build, or at other HHCC related volunteer activities (if they are unable to participate at the home build site). Habitat works closely with our buyers, not just during our rigorous application process, but throughout the build period, providing significant homebuyer education, counseling, and working with our families through the mortgage and closing process. This is a critical element of our partnership, as education has proven to be key to successful homeownership. Our process not only promotes a homeowner who is well educated in building and maintenance.

In addition to our Habitat family partnerships, HHCC also partners with the broader community, seeking donations of materials, professional services, and labor. We strive to make our homes welcome in the neighborhood and to be good neighbors. We work to create a collaborative spirit where a whole community can be actively involved in helping to address the affordable housing crisis.

With our quality, single-family homes priced affordably, Habitat for Humanity creates homeownership opportunities for families at income levels not served by other affordability programs. We are an experienced developer, having created nearly 200 affordable Cape Cod homes since our founding as an affiliate of Habitat for Humanity International in 1988.

Habitat for Humanity of Cape Cod partners with families in need of an affordable home to build one of their own, fostering stability, self-reliance, and a strong sense of community.

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:

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.mhic.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: Benjamin Nyes Lane Community Housing
Site Address: 48 Benjamin Nyes Lane
Developer: Habitat for Humanity of Cape Cod, Inc.

1. Type of Housing:
 Single Family house Rental
 Condominium Age Restricted

2. Project Characteristics:
 New Construction Conversion
 Rehabilitation Other

3. Total Acres 7.5 acre Density of Project (units/acre) 1.8

4. Unit Count (Project is Homeownership only):

Total Number of Units 14

Market Rate: \$ N/A

Affordable: All homes will be built as Affordable.
It is our plan that seven homes in the development will be sold to those at or below 60% AMI; and seven of the homes will be sold to those at or below 80% AMI.

Two bedroom home:
\$174,400 (at 60% AMI) and \$234,900 (at 80% AMI)

Three bedroom home:
\$194,400 (at 60% AMI) and \$261,800 (at 80% AMI)

Four bedroom home:
\$210,700 (at 60% AMI) and \$283,400 (at 80% AMI)

Home prices reflect the 2024 EOHLC approved prices and are subject to EOHLC approval of revised pricing at the submission of the final marketing plan prior to opening of applications.

Required Signatures for the
Comprehensive Permit Project Application
Chief Executive Official
of Municipality:

Chair, Local Housing Partnership
(if applicable):

Signature: _____

Signature: _____

Print Name: Nancy Taylor

Print Name: David Garrison

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.

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.

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 \$1.5 M Source: FAHT
- HOME funds
- Agreement by a lender to provide favorable end-loan financing (ownership projects only)
- Other (specify) Gifts and donations

Briefly explain the contributions: Since this project's inception the Town of Falmouth's municipal staff has been involved providing support and technical assistance to Habitat for Humanity. This includes the Planning Department, Housing Coordinator, ZBA Administrator, BOH, Engineering and multiple department heads, and other town partners. We anticipate, as requested, the waiver of some permitting fees, and density increase and local zoning waivers through the 40B process. We have been awarded acquisition and early construction funding totaling \$1,500,000 (\$250,000 towards acquisition and \$1.25M in early construction funds) from the Falmouth Affordable Housing Fund. Additionally, as with all past projects in the municipality, we anticipate the kind and generous support of individuals and local businesses through contributions of time, talent, materials, and cash donations. Our partner in this endeavor, *The 300 Committee Land Trust* has provided assistance and support working together with *MA Wildlife* on the MESA application and also identifying partners and possible grants for IA wastewater system funding. Community support is also found in the public's Falmouth ReStore purchases which provide revenues to the project, home sponsorships, and volunteer participation in events such as Ride for Homes and other Habitat fundraisers. The Cooperative Bank of Cape Cod ("The Coop") will provide home buyer mortgages at reduce, favorable rates.

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 Town of Falmouth continues to be committed to increasing its affordable housing inventory which is currently at 10.01% of its year-round housing units (Subsidized Housing Inventory as of 8/27/2024). To its credit, Falmouth continues to seek ways to improve housing opportunities and to diversify its housing stock. The town recently finalized and had approved (October 2024) its

new five-year Housing Production Plan.

The town has a history of working successfully with numerous affordable housing developers. In 2023, Habitat completed its Willett Way build, providing ten families access to Affordable homeownership. And the Town continues its support with its warm reception to our "friendly" 40B at 805 Gifford Street Extension, and to this proposed project at 48 Benjamin Nyes Lane. In addition to this proposed Habitat project, the town has several other affordable housing projects underway or in feasibility studies.

Specific to our 48 Benjamin Nyes Lane development and Falmouth's Housing Production Plan, our project meets several HPP goals and strategies including these outlined here: 1) Our Habitat built homes help to replace lost year-round homeownership units. 2) Our homes eliminate the affordability gap for 14 home ownership units. 2024 Home prices for 3-bedroom homes are \$194,400 (at 60% AMI) and \$261,800 (at 80% AMI). Our proposed prices for our 2 bedroom and 4 bedroom homes are equally affordable (see application pages 2 and 12). Please note: Final Home prices will be adjusted to current year HUD allowable limits, and set/approved by EOHLC, at the time of application open and marketing. 3) These subsidized sale prices promote the opportunity for lower income households to purchase their own home. 4) All Habitat homes sold at 60-80% AMI are SHI eligible. This project will increase Falmouth's SHI by the number of any homes in that AMI-range. Habitat-built homes are Deed restricted ensuring affordability in perpetuity. All SHI eligible homes are encumbered to be resold to those at no more than 80% AMI. 5) Habitat provides opportunities for the whole community to be involved in an affordable housing effort. Habitat's unique model engages the homebuyers and community members in the building process. This enables opportunities that break down socio-economic barriers, dispel myths about those who need affordable housing, and through the process builds a stronger, more connected community.

III. MUNICIPAL CONTACT INFORMATION

Chief Elected Official

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

Town Administrator/Manager

Name Mike Renshaw
Address 59 Town Hall Square, Falmouth, MA 02540
Phone 508-495-7320
Email townmanager@falmouthma.gov

City/Town Planner (if any)

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

City/Town Counsel

Name Maura O'Keefe
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, Affordable Housing Committee
Address 59 Town Hall Square, Falmouth, MA 02540
Phone 508-495-7320
Email ahc@falmouthma.gov

Community Contact Person for this project

Name Kimberly Fish, Housing Coordinator
Address 59 Town Hall Square, Falmouth, MA 02540
Phone 508-495-7344
Email kim.fish@falmouthma.gov

IV. DEVELOPMENT TEAM INFORMATION (include all development members)

Developer
Name Habitat for Humanity of Cape Cod, Inc.
Address 411 Main Street, Suite 6, Yarmouthport, MA 02675
Phone 508-362-3559
Email land@habitatcapecod.org
Tax ID 2229004301

Contractor
Name Habitat for Humanity of Cape Cod, Inc.
Address 411 Main Street, Suite 6, Yarmouthport, MA 02675
Phone 508-362-3559
Email land@habitatcapecod.org
Tax ID 2229004301

Architect
Name Kurt Raber
Address Catalyst Architecture/Interiors, Inc. 203 Willow St, Suite A
Yarmouthport, MA 02675
Phone 508-362-8382
Email kurt@catalystarchitects.com
Tax ID 043428243

Engineer
Name Joe Henderson
Address Horsley Witten Group
90 MA-6A #1
Sandwich, MA 02563
Phone 508-833-6600
Email jhenderson@horsleywitten.com
Tax ID 042959513

Attorney
Name Warren Brodie
Address Law Offices of Warren H. Brodie, PC 2 Salt Hay Road,
Waquoit, MA 02536
Phone 617-584-8152
Email wbrodie@whbrodielaw.com
Tax ID 43284332

Housing Consultant
Name N/A

Marketing/Lottery Agent
Name Habitat for Humanity of Cape Cod, Inc.
Address 411 Main Street, Suite 6, Yarmouthport, MA 02675
Phone 508-362-3559
Email land@habitatcapecod.org
Tax ID 2229004301

TEAM EXPERIENCE – DEVELOPER/CONTRACTOR QUALIFICATIONS -PLEASE SEE ATTACHED.

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: _____

Project Summary	Project #1	Project #2	Project #3	Project #4
Project Name:				
Community Address:				
Housing Type:				
Number of Units:				
Total Development Costs:				
Subsidy Program (if applicable):				
Date Completed:				
Reference: Name and Telephone #:				

2. Contractor: _____

Project Summary	Project #1	Project #2	Project #3	Project #4
Project Name:				
Community Address:				
Housing Type:				
Number of Units:				
Total Development Costs:				
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. _____

4. Bankruptcy / Foreclosure

Have you or any entities you control ever filed for bankruptcy or have had a property foreclosed? Yes No

DEVELOPER CERTIFICATION

The undersigned hereby certifies that he/she is President (Title) of Habitat for Humanity of Cape that the information below for the project known as Benjamin Nyes Lane Community Housing 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 _____

Print Name: Wendy Cullinan,
For Habitat for Humanity of Cape Cod, Inc.as its President

Date _____

V. PROJECT INFORMATION

1.	Type of Housing:	Total Number of Units
	Single-Family House	<u>Fourteen (14)</u>
	Condo	_____
	Rental	_____
	Other	_____

2. Total Number of Units Affordable Fourteen (14) Market n/a

3.	Project Style:	Total Number of Units
	Detached single-family house	<u>Fourteen (14)</u>
	Rowhouse/townhouse	_____
	Duplex	_____
	Multifamily house (3+ family)	_____
	Multifamily rental building	_____
	Other (specify)	_____

4. Is this an age-restricted (55+) Development? Yes No **X**
 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:

Total area: 7.5 acre (326,700 SF)

Residential build area: 2.82 acres (122,840 SF/38%)

The cumulative residential lot area.

Open Space buffer lot (excluding wastewater treatment area, swale and basin):

2.91 acres (127,173 SF/39%)

Buildings: 14,932 SF (5%).

Driveways: 9,161 SF, and Roadway: 24,251 SF.

Total Parking & Paved Areas: 33,412 SF (11%)

In addition to the 2.91 acre open space above: The center area within the loop provides additional usable open space. Usable Open Space: 23,828* SF (7%)

Unusable Open Space: n/a

*Note this area includes 6,958 SF of the leaching field area- there may be some limitations to use.

6. Is any portion of the project designed for non-residential use? No.

If yes, explain the non-residential uses. N/A

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?

The project falls within the Commonwealth of Massachusetts Sustainable Development as it Expands Housing Opportunities; Protects Land and Ecosystems; and Uses Natural Resources Wisely. While the development will be sited on a portion of land that is subject to MA Endangered Species Act approval, a mitigation plan is being developed to minimize impacts to the Eastern Box Turtle habitat. The development incorporates a portion of land that was previously developed, and the acquisition of this parcel is coordinated with, and supports the efforts of the 300 Committee Land Trust to conserve the adjacent 48 acres +/-.

B. How will the project maximize energy efficiency and meet Energy Star Standards?

Habitat homes meet or exceed LEED standards (although Habitat does not see certifications as this adds significant extra expense). Our homes use Energy Star mechanicals, highly efficient air source-heat pumps, and our "HERS" ratings are consistently low. When we incorporate solar panels, our home ratings are typically at or below Net Zero. In 2022, the national HERS rater organization RESNET recognized our energy efficiency achievement with an award for being the Habitat for Humanity International US affiliate with the lowest HERS rated homes at -15.

C. What elements of "green design" are included in the project (e.g. reduction of energy and water consumption, increasing durability and improving health)?

Our Habitat for Humanity homes use durable and/or renewable construction materials wherever available and practical. We consistently use highly efficient air source heat pumps for heating and cooling, as well as air-source heat pump water heaters. Our use of non-combustible fuel sources and Heat Recovery Ventilators (HRV) make for better air quality. We use low VOC materials, drought resistant, native landscaping, and seek to implement "green designs and technology" as our budget allows.

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.

N/A

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. N/A

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 Bedrooms	# of Baths	Gross Sq. Ft.	# of Parking Spaces	Sales Price *see note below	HOA Fee *See note below	Handicap Accessible
Affordable Ranch style 1 story	<u>Four</u>	<u>2 BR</u>	<u>1 BA</u>	<u>972</u>	<u>2</u>	\$174,400 @60% AMI \$234,900 @80% AMI	\$60 per month	<input type="checkbox"/> # <u>See note below</u>
Affordable Cape Cod style, 2 story	<u>Five</u>	<u>3 BR</u>	<u>2 BA</u>	<u>1276</u>	<u>2</u>	\$194,400 @ 60% AMI \$261,800 @ 80% AMI:	\$60 per month	<input type="checkbox"/> # _____ <u>See note below</u>
Affordable Ranch style 1 story	<u>Four</u>	<u>3 BR</u>	<u>1.5 BA</u>	<u>1256</u>	<u>2</u>	\$194,400 @60% AMI \$261,800 @80% AMI	\$60 per month	<input type="checkbox"/> # _____ <u>See note below</u>
Affordable Colonial style 2 story	<u>One</u>	<u>4 BR</u>	<u>2 BA</u>	<u>1568</u>	<u>2</u>	\$210,700 @ 60% AMI \$283,400 @ 80% AMI	\$60 per month	<input type="checkbox"/> # <u>See note below</u>
Market	<u>N/A</u>	_____	_____	_____	_____	_____	_____	<input type="checkbox"/> # _____

Notes:

- Sales price: Listed sales prices are based on 2024 housing price calculations; sales prices may be adjusted at the time of submission of the final marketing plan to EOHLC and prior to the opening of applications and lottery. Price will be in accordance with the approved HUD AMI and allowable pricing at the time of offering as approved by EOHLC.
- At initial lottery/offering: Seven of the homes will be marketed for sale to a family at or below 60% AMI; and Seven of the homes will be marked for sale to a family at or below 80% AMI.
- HOA fee will be determined at the time of final home price approval by EOHLC. This takes place prior to opening of applications and marketing. HOA fees are taken into consideration with home pricing adjustments made to keep monthly housing costs affordable.
- Handicap accessible: Habitat for Humanity of Cape Cod selects buyers before building. If a household needing accessibility is selected, the home will be built with needed accommodations.

VI. SITE INFORMATION

1. Total Acreage 7.5 acre Total Buildable Acreage 7.5 acre

2. Describe the current and prior uses of the subject site:

A portion of the area intended for the housing development was previously used as a private home site with a main house, carriage house, two-car garage, with lawn and garden area. The remainder of the property is treed and undeveloped.

Existing buildings on site? Yes No

If yes, describe plans for these buildings: Some material from the homes will be salvaged and the remainder demolished and removed.

3. Current Zoning Classification:

Residential RB (minimum lot size) 25,000 SF

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. What Utilities are available at the site?

Public Sewer	-	Private Septic	X	Public Streets	X
Public Water	X	Private Wells	-	Private Ways	X
Natural Gas	X	Electricity	X		
On-site Sewer Treatment Facility			-		

Other:

Natural gas is available but will not be used in the homes. The homes wastewater needs will be served by a shared I/A septic system.

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 See summary attachment.

12. What waivers will be requested under the comprehensive permit? Please see waiver attachment

13. Describe the current status of site control and attach copies of relevant deeds or executed agreements.

A. Owned by Developer _____

B. Under Assignment of Purchase and Sale Agreement

C. Under Option _____

Seller: LTC, LLC. Assignor: The 300 Committee Buyer: Habitat for Humanity of Cape Cod, Inc.

Is there an identity of interest between the Buyer and Seller? If yes, please explain:

n/a

Date of Agreement 11/4/2024

Expiration Date 7/31/2025

Extensions granted? Yes No Date of Extension _____

Purchase Price \$ 1,000,000

VII. DESIGN AND CONSTRUCTION - PLEASE SEE ATTACHMENT

1. Drawings

Please submit one set of drawings.

Cover sheet showing written tabulation of:

- 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:

- 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:

- 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

2. **Construction Information**

<u>Foundations</u>	# Mkt. Units	# Aff. Units	Attic	# Mkt. Units	# Aff. Units
Slab on Grade	_____	_____	Unfinished	_____	<u>Fourteen (14)</u>
Crawl Space	_____	_____	Finished	_____	
Full Basement	_____	<u>Fourteen (14)</u>	Other	_____	

<u>Exterior Finish</u>	# Mkt. Units	# Affordable Units <u>(Fourteen units total)</u>	Parking	# Mkt. Units	# Aff. Units
Wood	_____	<u>Fourteen (14)</u>	Outdoor	_____	Fourteen (14)
Vinyl	_____	_____	Covered	_____	
Brick	_____	_____	Garage	_____	
Fiber Cement	_____	<u>Fourteen (14)</u>	Bicycle	_____	
Other	_____				

Heating System

Fuel: Oil Gas Electric Other: ASHP

Distribution method (air, water, steam, etc.): Air

Energy Efficient Materials

Describe any energy efficient or sustainable materials used in construction:

Habitat use high efficiency ducted air-source heat pumps for heating and cooling, and air source hot water heaters for hot water heating. Energy Star rated mechanicals, low U-value windows, and durable and/or sustainable materials whenever it is practical.

Modular Construction

If modular construction will be used, explain here: N/A

Amenities

Will all features and amenities be available to market buyers also be available to affordable buyers? If not, explain the differences.

N/A

VIII. SURROUNDING AREA

1. Describe the land uses in the surrounding neighborhood:

The area surrounding the development is residential with private homes along Benjamin Nyes Lane. There are several developments one of 19 homes at Cameron Lane which is immediately adjacent and the other with 15 homes at Needles Lane which is just north east of our proposed development. There is within a mile, to mile and a half, to commercial and municipal amenities. The land is adjacent to a 48-acre conservation area. Future trails are planned one of which will lead to the nearby Elementary School.

2. What is the prevailing zoning in the surrounding neighborhood?

The prevailing zoning is RB which has a 25,000 SF lot size minimum.

How does the project's proposed site plan and design relate to the existing development pattern(s) of the immediately surrounding area?

The project is within keeping of the residential qualities of nearby developments. Architecturally our homes are in keeping with the same Cape Cod Architectural styles. Our site will be separated from its neighbor through judicious use of a naturalized buffer, native boundary plantings and/or fencing if required.

3. Describe and note distances to nearby amenities and services such as shopping, schools, parks and recreation, or municipal offices.

The property is within .5 mile of the Shining Sea Bike Trail, a 10.7 mile paved bike trail that runs from North Falmouth to Woods Hole. It is located .5 mile from the "Wild Harbor General Store" and .7 mile from the North Falmouth Library. It is within .8 – 1 mile of other amenities including banks, pharmacy, restaurants, coffee shop, and gas/groceries. It is 1.1 mile to a bus stop at the junction of Rte. 28A and Rte. 151 on the "Bourne Run" of the Cape Cod Regional Transit Authority connecting its riders from Mashpee Commons to the Buzzards Bay train station. It is also 1.1 mile from North Falmouth Elementary School.

4. Explain how developing the site contributes to smart growth development in the area (e.g. mixed use, reuse, concentrated development).

This is a partial redevelopment site. It is proximate to developed residential properties and uses. And our project partnership allows for extensive land conservation (48 acres). Our development is concentrated and leaves a buffer between it and neighboring properties.

5. 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.

It is accessible to CCRTA as described in 3 above (the Bourne Run). That run currently operates on an hourly basis beginning from around 8 a.m. to 6 p.m. It also provides transport to the transportation center in Hyannis via connecting stops along the route. From Hyannis you can find connecting routes that run the breadth of the Cape and off Cape too. There is also a bus depot at 59 Depot Ave in Falmouth providing access to buses to Boston, Providence and beyond. It is 8 miles from 48 Benjamin Nyes Lane, just off the Shining Sea Bike trail.

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:

Habitat applied to and has been awarded funds from Falmouth Affordable Housing Trust toward acquisition (\$250,000) and early construction funds (\$1,250,000).

Describe the form of financial surety to be used to secure the completion of cost certification for this project.

N/A

X. PROJECT FEASIBILITY PLEASE SEE PROFORMA ATTACHMENT

The section is for developers of home ownership projects.

Developers of multi-family rental projects must use the One Stop Application at <http://www.mhic.com> and complete Section 3 Sources and Uses and Section 4 Pro Forma.

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>7</u>	<u>7</u>	_____	<u>14</u>
Number of market units	<u>0</u>	<u>0</u>	_____	<u>0</u>
Total by phase	<u>7</u>	<u>7</u>	_____	<u>14</u>

Please complete the following chart with the appropriate projected dates:

	Phase 1	Phase 2	Phase 3	Total
All permits granted	<u>Summer 2025</u>	_____	_____	_____
Construction infrastructure	<u>Spring 2026</u>			
Marketing start – affordable units	<u>Winter 2027</u>	<u>Spring 2028</u>	_____	_____
Construction start (wall raising)	<u>Spring 2027</u>	<u>Fall 2028</u>		
Completion/CO/Occupancy	<u>Summer 2028</u>	<u>Winter 2029</u>	_____	_____

XII. MARKETING OUTREACH AND LOTTERY-SEE ATTACHMENT

Affirmative Fair Housing Marketing Plan:

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.

ATTACHMENT 1

Local Support Letters

- **CPC recommendation**
- **Falmouth Housing partnership**
- **Selectboard**



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

TO: Community Preservation Committee
FROM: Mike Renshaw, Town Manager *MR*
SUBJECT: 48 Benjamin Nyes Lane, North Falmouth – Habitat for Humanity of Cape Cod
Application to Falmouth Affordable Housing Fund (FAHF)
DATE: August 2, 2024
CC: Kimberly Fish, Housing Coordinator
Beth Wade, Director of Land Acquisition

The FAHF received an application from Habitat for Humanity of Cape Cod (HHCC) requesting \$1,500,000 in funding for acquisition of a portion of land located at 48 Benjamin Nyes Lane and construction of 14 affordable deed restricted homes for homeownership.

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

This project will include 14 total affordable deed restricted homes. Of those 14 homes, there will be 9 three-bedroom homes, 4 two-bedroom homes, and 1 four-bedroom home. The homes will be deed restricted at 60% of the area median income (AMI) and 80% of the AMI in perpetuity.

Please note that Habitat for Humanity has not approved Habitat for Humanity of Cape Cod to go up to 100% AMI yet, but HHCC is in discussions with another entity to possibly work with them to convert 20-25% of the homes to 100% AMI. While it is not the usual practice of HHCC, they feel that there is a drastic need on the Cape for this household target as well. HHCC has advised they will have more detailed information in the next two weeks. The FAHF Working Group and I felt comfortable with the information provided to move forward with the application process.

The FAHF Working Group met on July 31, 2024. They gave a positive recommendation as follows:

That HHCC be awarded \$250,000 for the land acquisition and the remaining balance of the request in the amount of \$1,250,000 be awarded for construction of the 14 affordable deed restricted homes.

I recommend the Community Preservation Committee support this application as recommended above.

ATTACHMENTS:

- Application w/attachments
- FAHF Project Funding Evaluation Form

Hold for Affordable Housing Committee Letter of support

HOLD For Town Support (SB) Letter

ATTACHMENT 2

**Development Team Experience
& Project References**

Attachment 2
Deve

Development Team, and Board Members' Experience, and Recent Projects



Habitat for Humanity of Cape Cod partners with families in need of an affordable home to build one of their own, fostering stability, self-reliance, and a strong sense of community.

Our Homes: Habitat for Humanity of Cape Cod has built over 180 homes throughout the Cape Cod region since our founding as an affiliate of Habitat for Humanity International in 1988. At present we have 8 open and active building permits, and the potential for 36 homes currently in pre-development, feasibility or permitting.

Our Construction Team: Habitat relies on the skills and passion of over **600 volunteers**. On any given job site, anywhere from 130-260 different volunteers will give of their time and resources to help build the homes and ensure our success. We have volunteers with specialized skills or licenses, others with decades of experience working with their hands, and we also have volunteers who have never worked with tools before. All are welcome! We have active volunteers in their nineties and volunteers as young as six (while construction volunteers must be at least 16 years old, we have woodworking and other projects appropriate for youth groups). Some volunteers work a single 7-hour shift, others put in 700 hours over the course of a multi-home project. Volunteers come from the Cape and beyond, from all walks of life, and bring a variety of perspectives. They all share a simple passion: the desire to make a difference for working families on Cape Cod and doing so while working side by side with their neighbors.

Habitat also relies on **Bob Ryley** as our **Director of Construction**. Bob has forty plus years' experience as a general contractor and sub-contractor in wood frame, has worked throughout the Cape and Islands, and has made training and instruction a focus. Bob was a member of the Habitat Board from 2006 to 2010, and volunteered as a Crew Leader, an instructor, and on a Youth United home build. Bob is a member of the Green Building Council, Cape Cod's Climate Change Collaborative and has been a driving force behind Habitat's efforts in reaching Net Zero.

Barry Clickstein and **Bob Leary** both serve Habitat as stipend-volunteer construction **Site Supervisors**. Mr. Leary, a retired shop teacher at Falmouth high School, has been a Habitat volunteer for over twenty years, worked as a builder in an early career and is a licensed contractor. Mr. Clickstein is a talented carpenter and respected leader and got the Habitat "bug" after volunteering on his first Habitat construction site in 2007. Each of these fine gentlemen lead crews of 8-30 volunteers, supervising the work, assigning tasks to capable and loyal volunteers, and teaching tasks to novices.

Desmond McMahon has been on the Habitat staff as our **Lead Carpenter** since 2012. He had made his living in residential and commercial construction before joining Habitat's staff. While a builder in the private sector, he attained 10-year volunteer status with Habitat, helping on Saturdays and participating on disaster relief trips with Habitat crews.

Habitat is led by **CEO/President, Wendy Cullinan**. After an extensive open search process, Wendy was unanimously affirmed by the Board of Directors to assume the responsibility of Executive Director on January 1, 2020. As Habitat Cape Cod's Resource Development Director from 2013-2019, Wendy ably managed all fundraising operations, including grant proposals, corporate relations, marketing, and communications. She also worked closely with and grew Habitat's relationships with the faith-based community, and volunteer committees focusing on special events and ReStore development. Prior to her position at Habitat, Wendy enjoyed working as a consultant for several

Cape Cod non-profits including the National Marine Life Center, Association to Preserve Cape Cod, Woods Hole Research Center, and Gosnold Treatment Center. Earlier in her career she worked in restaurant management and event planning.

Warren Brodie is Habitat's **Permitting Attorney**. Warren is the principal of the Law Offices of Warren H. Brodie, P.C., a law firm with an office in Falmouth, MA. He has been in private practice since 1979. The firm specializes in construction law and litigation, including the representation of developers, general contractors, subcontractors, and material suppliers at all levels of the judicial process, including the Massachusetts Appeals Court and Supreme Judicial Court. Warren has been involved with Habitat since 2003, primarily involved with land acquisition and permitting, including Comprehensive Permits under Massachusetts General Laws, chapter 40B. Warren has been involved in well over 120 Habitat homes.

Elizabeth (Beth) Hardy Wade is Habitat's **Director of Land Acquisition & Project Development**. Beth has been involved in the real estate and construction industry for over 30 years. She has held Real Estate Brokers licenses in Maine and Massachusetts. She was in management positions at John C. Ricotta & Associates, ending her 16 year career there as its Vice President and General Manager. She provided real estate and land acquisition services at Maine Farmland Trust from 2010 to 2014. She also has broad experience with Affordable Housing and the non-profit sector through her position as the Executive Director of CHAMP Homes in Hyannis, and her work with the Friends of Chatham Affordable Housing Committee and the Community Development Partnership. Beth joined Habitat in 2018.

Habitat also has a strong staff that supports the breadth and depth of programs that make up the Habitat experience. Habitat staff also includes a Family Programs Manager, a Volunteer Services Manager, a Finance Director, a Resource Development Director, a Fundraising Events Coordinator, as well as office staff, office volunteers, and key contractors (including several experienced conveyance attorneys and engineers). Resumes are available on request.

Habitat for Humanity of Cape Cod, Board of Directors 2024-2025

The Board is made up of dedicated individuals from many fields, including construction, real estate, social services, finance, and faith leadership. Their collective expertise helps guide our programs, informs our strategic direction, and assesses the effectiveness of our organization. These men and women lead us in our mission to build homes, hope, lives, and community.

OFFICERS

Peter Kimball

Chair. Peter is a respected and experienced home builder and remodeler based in Orleans. He is the past president of Home Builders and Remodelers Association of Cape Cod. Peter has been the organizer and a participant in 4 Habitat Blitz Builds. He is an active committee member and Board member.

Lynn Johnson

Vice-Chair. Lynn is a retired trainer of thorough bred & standard bred racehorses in New Jersey. She moved to the Cape after marrying her husband, Murray. They live in Harwich. Their son Ian is currently attending Mass Maritime Academy. Lynn is a member of the HHCC Faith Relations committee, is a volunteer family partner and has been a construction volunteer. Lynn has worked at the front desk, as a dental assistant and as the facilities manager at her husband's dental practice. She is currently a PSIA (Professional Ski Instructors of America) certified alpine and adaptive ski instructor at Mount Snow. Lynn is the head coach for Special Olympics at Mount Snow. She has a passion for working with adults and children with special needs. Lynn serves on the Mission Committee as the Chairperson of the Personnel Committee at the First Congregational Church in Harwich Center.

John Schoenherr

Treasurer. John, now retired, had a career in high tech, managing the development of Business Intelligence applications for Oracle. In 2016, John became a construction volunteer with Habitat Cape Cod and has since become a familiar face on many sites. In 2019 he joined a team of volunteers to transition our organization to Habitat Connect, our new platform for volunteer management, and in 2020 he started helping in financial reporting and analysis. John lives in Centerville.

Shari Hayes

Clerk. Shari has over twenty years of experience in commercial lending. Prior to joining Cape Cod 5 in 2010, Shari worked as a Commercial Lending Officer for another local banking institution. Earlier in her career, Shari worked in retail banking and as a Residential Mortgage Loan Officer. In her current role as a Commercial Loan Officer with Cape Cod 5, Shari manages a portfolio of borrowers across a broad spectrum of industries and handles all facets of lending. She has expertise in SBA lending and financing affordable housing. Shari is a graduate of Framingham State College and Mass Bankers School of Commercial Lending. She is an active member of the community and has served on the Loan Review Committee for the Southeastern Economic Development (SEED) Corp.

Shari has been a resident of Cape Cod for more than thirty-five years, and currently resides in Yarmouth Port with her husband and children.

Cindy Roth

Assistant Clerk. Cindy Roth has a BA in Business Management, specializing in Hospitality from the University of the Sacred Heart in San Juan, Puerto Rico. She has over 20 years' experience in the Hospitality Industry having worked for Hilton Hotels, Inn Season Resorts and Bluegreen Resorts, in positions such as HR EEOC Officer & Employee Relations Manager, Regional Director of Training and Resort General Manager before becoming a Real Estate professional. Cindy began working with Kinlin Grover Real Estate in 2012 and manages over 100 vacation rental properties on Cape Cod. She is also currently a member of the Cape & Islands Association of Realtors Diversity & Inclusion Committee. Cindy, her husband Daniel and two children have made Cape Cod their home for almost 20 years and reside in Orleans.

DIRECTORS

Matt Anderson

Matt is the owner of Anderson Framing & Remodeling, a Cape Cod based residential framing contractor. Prior to operating Anderson Framing & Remodeling Matt attended Northeastern University where he graduated in 2004 with a dual concentration in Finance and Entrepreneurship. In addition to sitting on the Habitat for Humanity board Matt also currently serves as President of the Home Builders and Remodelers Association of Massachusetts, sits on the Town of Sandwich Finance Committee and is past President of the Home Builders and Remodelers Association of Cape Cod. Matt first became involved with Habitat in 2013 providing the labor to frame the 1st Blitz Build home in collaboration with HBRACC. He has since provided framing labor for all four Blitz Build houses HBRACC has built. Currently Matt resides in East Sandwich with his wife Stephanie and their two daughters Addison and Audrey.

Wesley Blair

After living and working in Boston (in the banking industry), for the past 45 years Wes and his wife, Rebecca (who was in healthcare), retired to their home in Dennis. Wes was first introduced to Habitat for Humanity Cape Cod as a board member of Charlesbank Homes where he served as treasurer for 15 years. Charlesbank Homes provided funding for a number of HHCC projects throughout Wes' tenure on its board. He is an active member of St. Mary's Episcopal Church in Barnstable where he sits on the Finance and Investment Committees. He is also an active member of *Hearts and Paws Comfort Dogs*, a 501(c)(3) organization that takes dogs on visits to senior centers, nursing homes, elementary schools and other organizations where people of all ages can interact with the dogs. His hobbies include reading, playing his guitar, boating, and fishing. He is excited to deepen his relationship with HHCC as a board member and looks forward to doing great things with HHCC going forward.

Warren Brodie

Warren is the principal of the Law Offices of Warren H. Brodie, P.C., a law firm with offices in Falmouth and Wellesley, MA. The firm specializes in construction law and litigation, including the

representation of developers, general contractors, subcontractors, and material suppliers at all levels of the judicial process, including the Massachusetts Appeals Court and Supreme Judicial Court. Warren has been involved with Habitat since 2003 primarily with land acquisition and permitting, including Comprehensive Permits under Massachusetts General Laws, chapter 40B. Warren has been involved in well over 130 Habitat homes.

Carol Forgione

Carol has over twenty-five years of experience as a Human Resources professional. Prior to joining Seamen's Bank, Carol worked as Director of Human Resources at Nauset Public Schools. Carol has worked in a variety of industries including financial services, manufacturing, retail, environmental engineering, and public education. Carol is a graduate of UMass Lowell and holds an MBA from Rivier College. Carol is active in the local community, volunteering for Brewster PTO and Cape Cod HR Association.

Michelle Meagher

Michelle is a seasoned marketing professional with extensive experience in the hospitality, building, and appliance industries. At KAM Appliances, she is responsible for all aspects of strategic marketing, brand management, and philanthropic partnerships. Alongside her husband, Michelle helped build Meagher Bros. Construction as a division of Meagher Construction. Prior to KAM Appliances, Michelle spent her career focused on hospitality marketing at Catania Hospitality Group and Red Jacket Resorts. A lifelong resident and 3rd generation Cape Codder, Michelle resides in Marstons Mills with her children and dog, Mater.

Peter Polhemus

Peter Polhemus is the Founding Partner of Polhemus Savery DaSilva Architects & Builders. His leadership in integrated architecture and construction began in the late 1970's and he founded PSD in 1996. Born in Washington's Crossing, Pennsylvania, Peter pursued his undergraduate education at Harvard and Goddard Colleges, and received a Master of Architecture from MIT. He practiced with several Boston architectural firms, designing institutional, commercial, and residential projects, before moving with his family to Cape Cod in 1986. In 1996, after serving for 10 years as a lead architect with a Cape-based design and construction firm, he brought in that firm's construction chief to partner with him on a new firm, Polhemus & Savery, which shortly thereafter became Polhemus Savery DaSilva. Peter's leadership in integrated architecture and construction helped lead to a National Custom Home Builder of the Year Award for the firm. From 2011-2018, Peter served on the Board of Trustees for the Cape Cod Museum of Art, spending 2015-2017 as President. He also served on the Board of Trustees for the Cahoon Museum (2006-2008) and on the board of the Home Builders & Remodelers Association of Cape Cod as Vice President (2007-2008) and President (2008-2010). Peter served as a Habitat partner for a family who completed their home in Chatham in the beginning of 2024.

Melissa Wheeler

Melissa is the co-owner of Cape Cod Cleaning Collaborative, a thriving and successful cleaning and rental management company. In 2012 Melissa partnered with Habitat for Humanity of Cape Cod to build her dream home on the end of the Yellow Brick Road in North Truro. Melissa continues to

volunteer her time on construction sites, speaking at fundraising events and welcoming new homeowners to the Habitat family. Melissa is a single mother of 2 children, Ava and Dylan, and Timber the Doodle, her first and most rewarding job. Melissa employs 30 local, seasonal employees and continues to create year-round employment opportunities for her fellow Cape residents. Melissa is an artist, and passionate about giving back to the community in creative and beautiful ways.

Dan Whiting

Dan has worked at Shepley Wood Products of Hyannis as the Marketing Director for 5 years. He grew up on the south shore in Weymouth, studied Mass Communications at Emerson in Boston, and moved to Plymouth after getting married. He currently resides in Carver, MA with his wife Maureen, his son Matthew, and his dog Sassy. When he is not working, he enjoys spending his time traveling, playing music, riding his motorcycle, and perfecting his pizza recipe.

Steven Xiarhos

Steve is the grandson of Greek legal immigrants and a lifelong American Patriot. He is the son and grandson of United States Army, Air Force, and Merchant Marine Veterans. He has a strong desire to serve our Country and assist and support the men and women of our American Armed Forces, First Responders, and Veterans and Military families of all wars and conflicts especially post 9-11. Currently, he serves on the Board of Directors of the Massachusetts Iraq and Afghanistan Fallen Heroes Memorial Fund and the Massachusetts Military Support Foundation, as well as a Volunteer for Wounded Warrior Project Cape Cod Soldier Ride. He is a graduate of Anna Maria College, Northeastern University, and Cape Cod Community College (where he majored in Criminal Justice and Law Enforcement).

Recent Project References

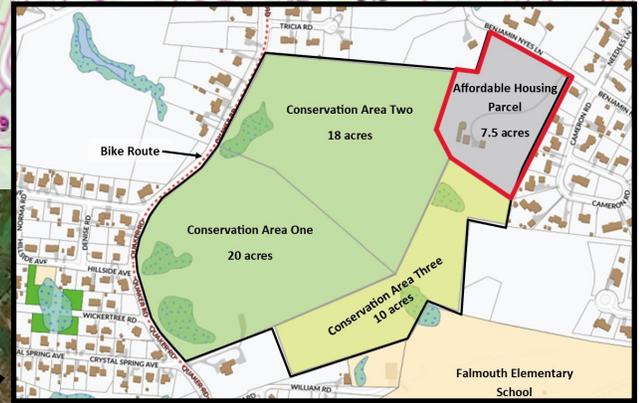
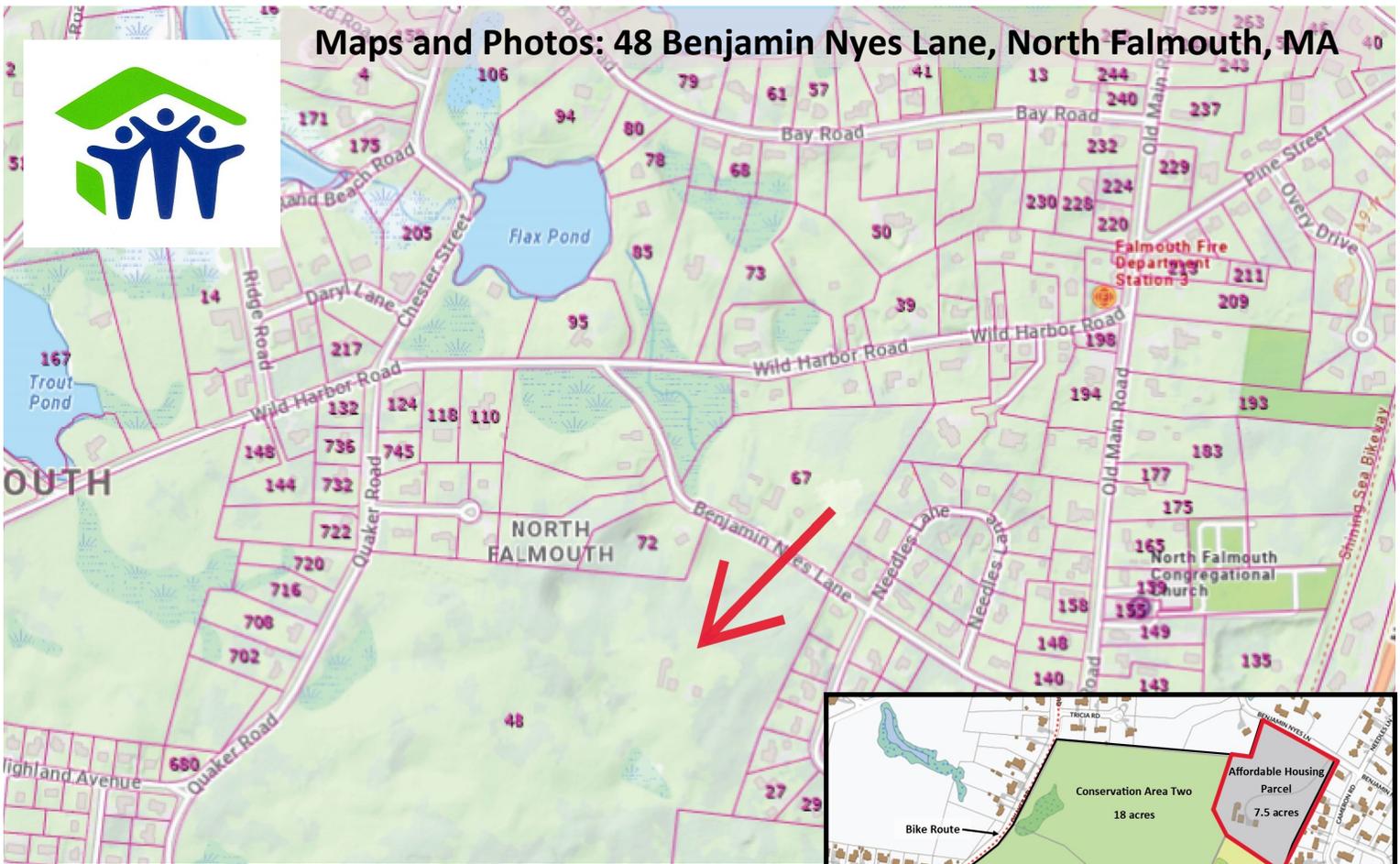
Project Name	Address	Housing Type	No. of Units	Total Dev Cost	Subsidy Program	Date Complete	Reference (Town Adm)
Setucket Road/Jack Delaney Lane	Dennis	Single Family Ownership	4	\$2,191,896	DHCD 40B	Under Construction	Elizabeth Sullivan 508-760-6148
Old King's Highway	Wellfleet	Single Family Ownership	4	\$2,035,903	DHCD 40B	Under Construction	Richard Waldo 508-349-0300
Red Top/Phoebe Wy	Brewster	Single Family Ownership	2	\$1,027,386	DHCD 40B	10/2024	Peter Lombardi 508-896-3701
Scatter site Cotuit & Nauset	Sandwich	Single Family Ownership	3	\$1,115,442	DHCD 40B	1/2024	Bud Dunham 508-888-5144
Willet Way Barrows Road	Falmouth	Single Family Ownership	10	\$3,608,507	DHCD 40B	Phase 1: 4/2023 Phase 2: 10/2023	Julian Suso 508-495-7320
George Ryder So.	Chatham	Single Family Ownership	2	\$689,024	DHCD 40B	7/31/2023	Jill Goldsmith 508-945-5105
Murray Lane	Harwich	Single Family Ownership	6	\$2,114,323	DHCD 40B	10/2022	Joseph Powers 508-430-7513
Quanset Road	Orleans	Single Family Ownership	1	\$567,371	LIP/LAU	10/2021	John Kelly 508-240-3700
Great Neck Road North	Mashpee	Single Family Ownership	2	\$606,398	DHCD 40B	10/2021	Rodney Collins 508-539-1400
Degrass Road	Mashpee	Single Family Ownership	1	\$368,255	LIP/LAU	12/2020	Rodney Collins 508-539-1400
Tubman Road	Brewster	Single Family Ownership	6 + 8 two phases	\$5,525,954	DHCD 40B	Phase 1: 8/2018 Phase 2: 12/2020	Peter Lombardi 508-896-3701
Durkee Lane	Wellfleet	Single Family Ownership	2	\$848,893	LIP/LAU	10/2020	Dan Hoort (508) 349-0300
Janall Drive	Dennis	Single Family Ownership	2	\$522,154	LIP/LAU	8/2019	Elizabeth Sullivan 508-760-6148
S. Yarmouth Road	Dennis	Single Family Ownership	1	\$289,566	LIP/LAU	7/2019	Elizabeth Sullivan 508-760-6148
River Road	Barnstable	Single Family Ownership	4	\$1,584,327	DHCD 40B	3/2019	Mark Ells 508-862-4610
143 Route 6	Truro	Single Family Ownership	3	\$1,279,919	DHCD 40B	9/2018	Rae Ann Palmer 508-214-0201
Main Street	Chatham	Single Family Ownership	4	\$859,411	DHCD 40B	8/2017	Jill Goldsmith 508-945-5105
Virginia Street	Yarmouth	Single Family Ownership	6	\$1,394,278	DHCD 40B	5/2017	Daniel Knapik 508-398-2231
Orchard & Quinaquisset	Mashpee	Single Family Ownership	2	\$593,849	DHCD 40B	5/2017	Rodney Collins 508-539-1401
Old Stage Rd	Barnstable	Single Family Ownership	2	\$437,469	DHCD 40B	8/2016	Mark Ells 508-862-4610
Rabbit Run	Eastham	Single Family Ownership	1	\$215,336	DHCD LAU	6/2016	Jacqueline Beebe 508-240-5900
Oak Street	Harwich	Single Family Ownership	7	\$1,389,121	DHCD 40B	7/2016	Christopher Clark 508-430-7513

ATTACHMENT 3

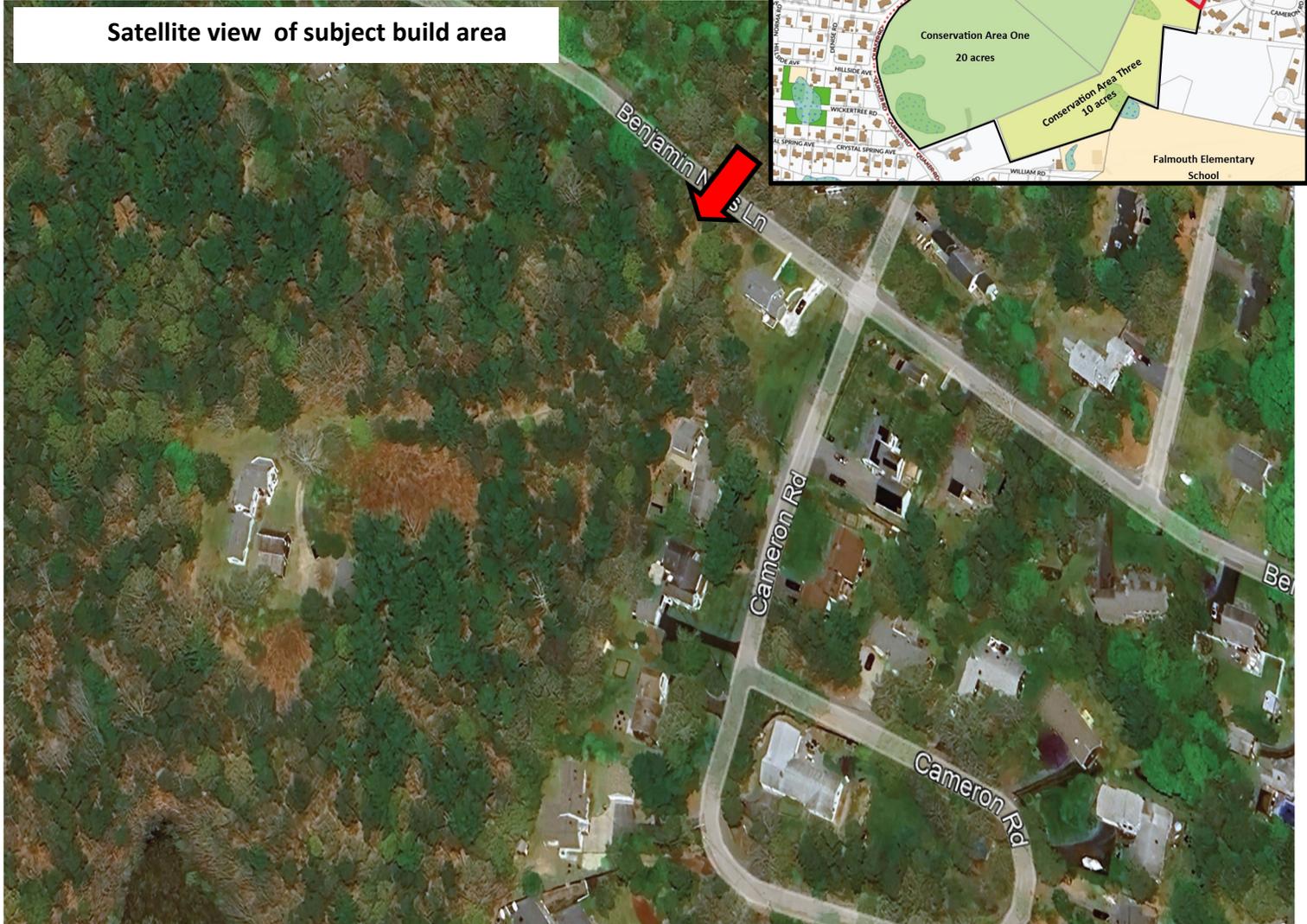
ATTACHMENT 3

MAPS AND PHOTOS, SITE LOCATION

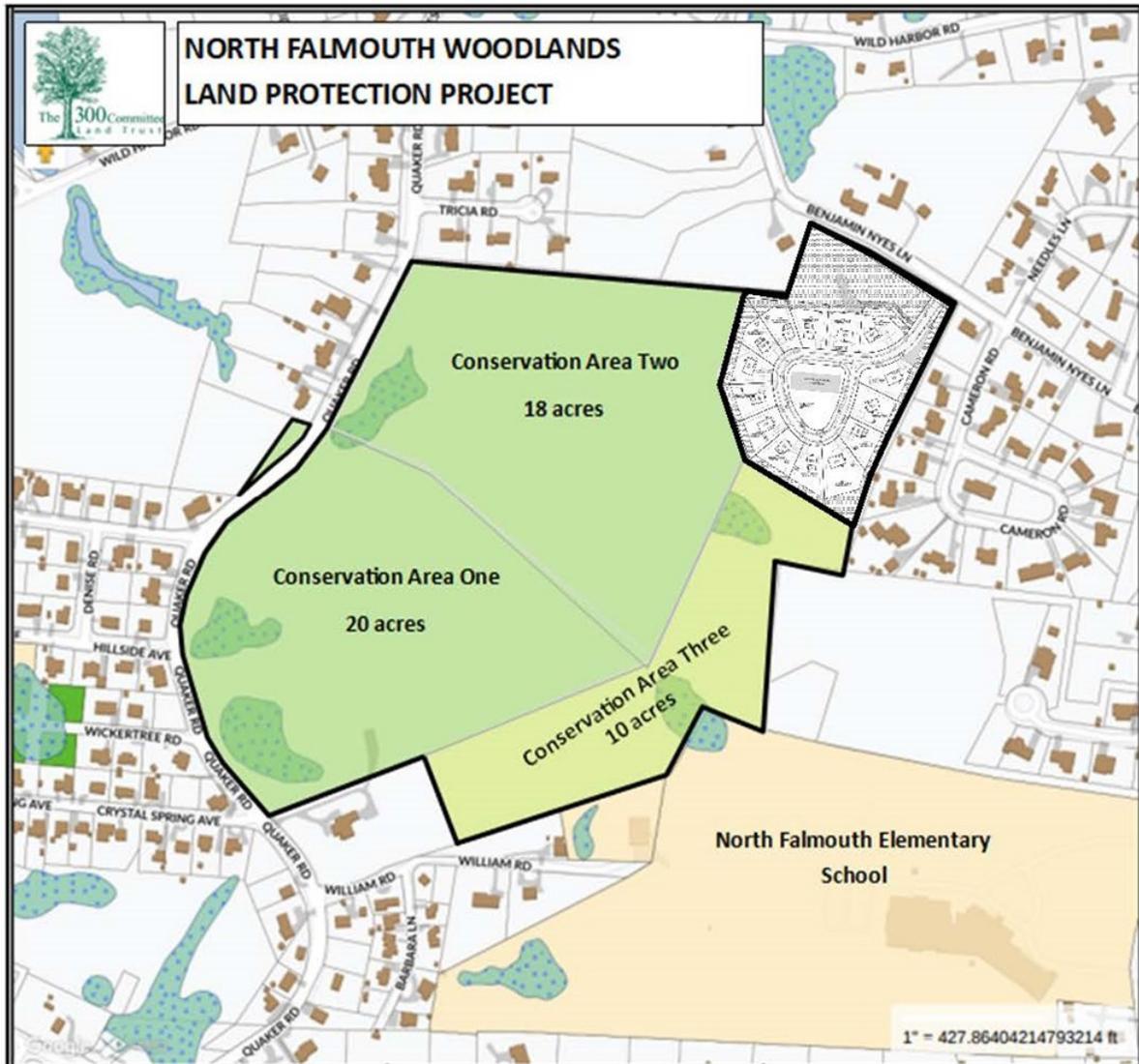
Maps and Photos: 48 Benjamin Nyes Lane, North Falmouth, MA



Satellite view of subject build area



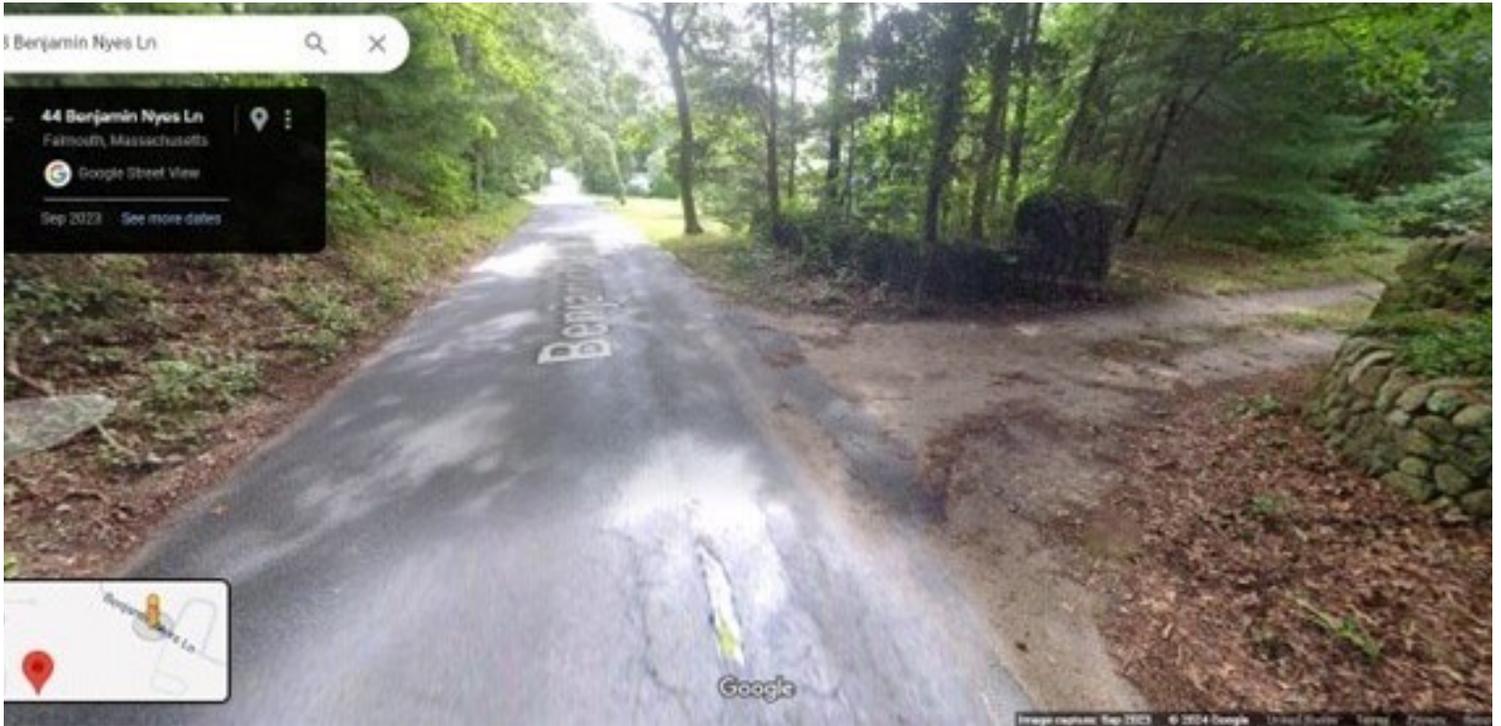
Maps and Photos: 48 Benjamin Nyes Lane, North Falmouth, MA



Project in context of adjoining land protection project, and neighboring developments.

Note: Inset image above depicts an earlier concept of the development, as presented at the October 9, 2024, Neighbor meeting at North Falmouth Elementary School. As a result of feedback at the meeting the buffer area around the residential development project was increased. See Site Plan at Attachment 7 for current engineering plan.

Maps and Photos: 48 Benjamin Nyes Lane, North Falmouth, MA



Above Google Street View: Looking in east southeasterly direction (toward Old Main Road) entrance to #48 Benjamin Nye is on the right.



Above Google Street View: Looking in westerly direction (toward Wild Harbor Road) entrance to #48 Benjamin Nye is on the left

Maps and Photos: 48 Benjamin Nyes Lane, North Falmouth, MA



Top left: Entrance to 48 Benjamin Nye Lane

Top right: standing on driveway looking toward Benjamin Nye Lane

Bottom left: photo shows area near road by driveway entry.

Bottom right: map shows approximated locus of photos

Maps and Photos: 48 Benjamin Nyes Lane, North Falmouth, MA



On this and the following pages: Existing House, storage barn and two car brick garage at 48 Benjamin Nyes Lane. HHCC's plan is to demolish the home and garage. The barn may be a candidate for removal to a new location if an interested party can be found and removal accomplished by the project start date.

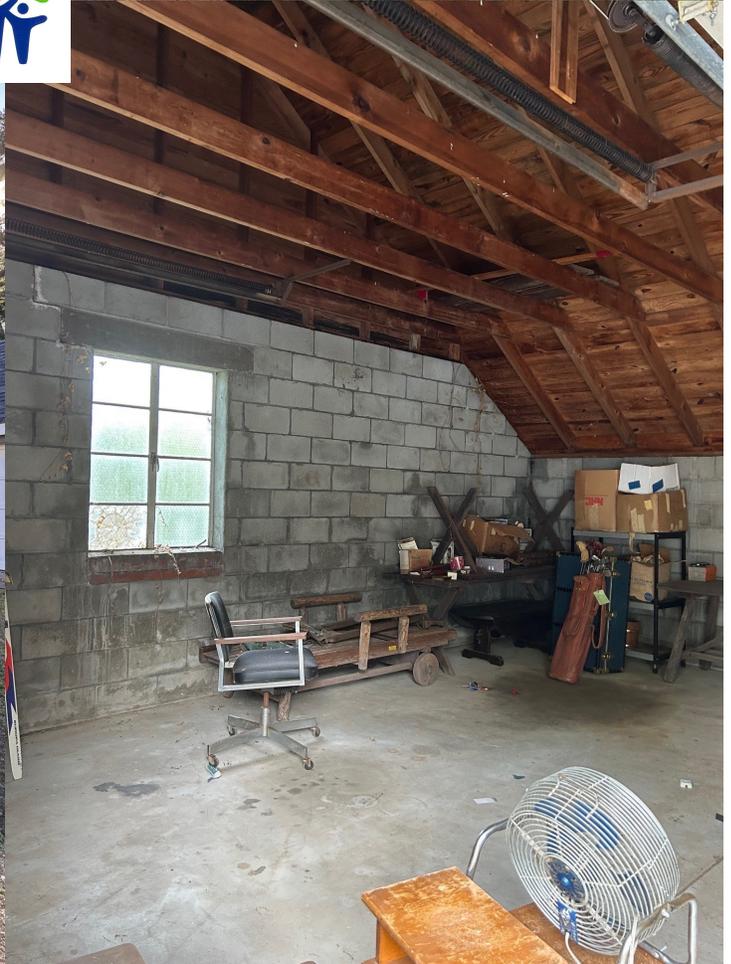
In an 11/17/2023 email Michael Palmer, Town Clerk, confirmed to T3C that the home is not on Falmouth Historical Commission's, "List of Significant Buildings". Therefore it will not be subject to the Demolition Delay Bylaw.

HHCC will provide salvage opportunities to the Falmouth Historical Society and others, as possible, prior to demolition of any and all structures.

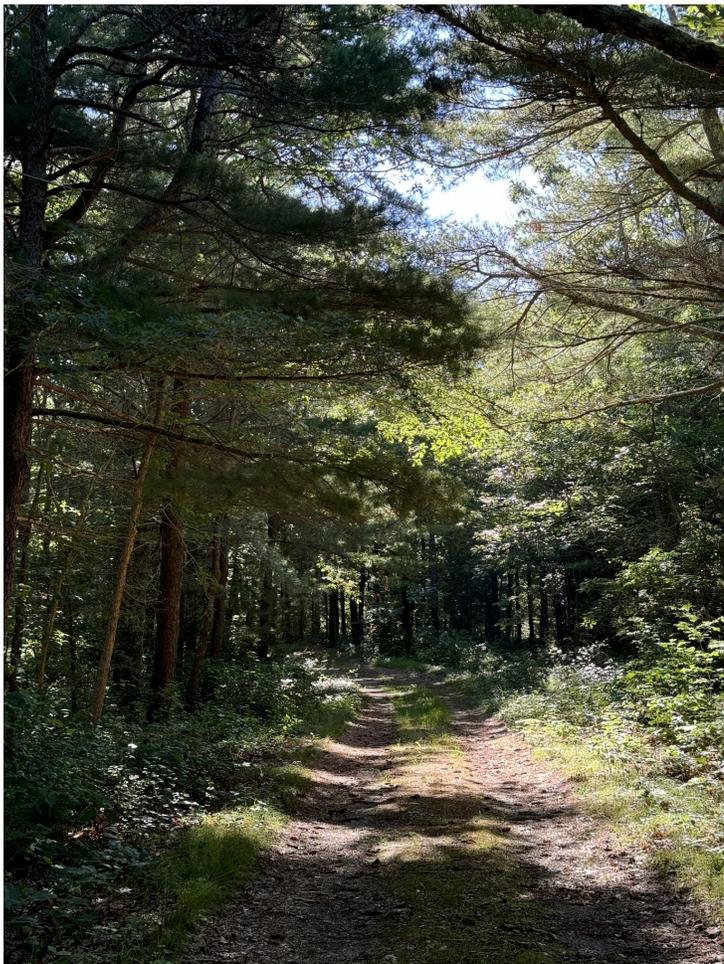
Maps and Photos: 48 Benjamin Nyes Lane, North Falmouth, MA



Maps and Photos: 48 Benjamin Nyes Lane, North Falmouth, MA



Maps and Photos: 48 Benjamin Nyes Lane, North Falmouth, MA



Top left: Entry/exit to property. Top right: driveway area
Bottom left: lawn at side of house. Bottom right: lawn behind



Maps and Photos: 48 Benjamin Nyes Lane, Falmouth

Some of our Neighbors—within proximity of our proposed development



Above entry to Benjamin Nyes Lane at Wild Harbor Road



Homes proximate to the proposed development (sampling of homes on Cameron Road, Needles Lane or Benjamin Nyes Lane).



Left: Entry to Benjamin Nyes Lane at Old Main Road.



Please note: Photos taken from publicly available sources.

Maps and Photos: 48 Benjamin Nyes Lane, North Falmouth, MA



Top photo: Google Street View (Sept. 2023) intersection of Benjamin Nyes Lane & Needles Ln.
Bottom photo: Google Street View (Sept. 2023) intersection of Benjamin Nyes Lane & Cameron
Inset: Locus of Needles Lane and Cameron Road Falmouth GIS

ATTACHMENT 4

ATTACHMENT 4

PROFORMA & PRICING RATIONALE

BENJAMIN NYES LANE, FALMOUTH		14 HOMES				
FUND USES	House Costs	As of: 12/31/2024				
		BUDGET	PER UNIT	% of TTL	DIFFERENCE	
a	Site Acquisition	1,000,000	71,429	13%	1,000,000	
	Site Work/Hard Costs					
	Drainage	65,000	4,643	1%	65,000	
	Driveways and Parking	27,000	1,929	0%	27,000	
	Earthwork/Topsoil	75,000	5,357	1%	75,000	
	Excavate, Backfill, Septic, Waterline	732,200	52,300	9%	732,200	
	Lawns, Plantings and Walkways	77,000	5,500	1%	77,000	
	Other:	48,000	3,429	1%	48,000	
	Roadway	140,000	10,000	2%	140,000	
	Sheds	46,200	3,300	1%	46,200	
	Site Landscaping & Loam Shoulders	50,000	3,571	1%	50,000	
	Site Utilities (not extensions/road)	195,000	13,929	3%	195,000	
	Water/Wells	105,000	7,500	1%	105,000	
b	Subtotal Site Work	1,560,400	111,457	20%	1,560,400	
	Direct Construction					
	Appliances	56,000	4,000	1%	56,000	
	Cabinets & Vanities	128,800	9,200	2%	128,800	
	Carpentry/Doors & Windows	910,000	65,000	12%	910,000	
	Concrete	322,000	23,000	4%	322,000	
	Electrical	231,812	16,558	3%	231,812	
	Insulation	133,000	9,500	2%	133,000	
	Interior Finish	343,000	24,500	4%	343,000	
	Plumbing/HVAC	506,170	36,155	6%	506,170	
	Solar Install	350,000	25,000	4%	350,000	
c	SubTotal Direct Construction	2,980,782	212,913	38%	2,980,782	
d	SubTotal Site Wk & Direct Const (b + c)	4,541,182	324,370	58%	4,541,182	
	6% of (d)	General Requirements	272,471	19,462	3%	272,471
	6% of (d)	Builder's Profit	272,471	19,462	3%	272,471
	2% of (d)	Builder's Overhead	90,824	6,487	1%	90,824
e	Total Gen Req, Profit, Overhead	635,765	45,412	8%	635,765	
f	5% of a,b,c,d	Construction Contingency	308,847	22,061	4%	308,847
g	TOTAL HARD/CONST COSTS (a+b+c+e+f)	6,485,795	463,271	83%	6,485,795	
	Soft Costs					
	Accounting	9,000	643	0%	9,000	
	Architectural	500	36	0%	500	
	Construction Interest	28,875	2,063	0%	28,875	
	Engineering	12,900	921	0%	12,900	
	Family Programs/Volunteer Services	86,044	6,146	1%	86,044	
	Financing/Application Fees/Appraisals	500	36	0%	500	

Falmouth BNL Pro Forma 2025-01-06 60-80

3% of home \$	Insurance	39,788	2,842	1%	39,788
	Legal	4,500	321	0%	4,500
	Maintenance (unsold units)	0	0	0%	0
	Marketing (Affirmative Fair Housing)	95,634	6,831	1%	95,634
	Permits/Surveys	2,000	143	0%	2,000
	Real Estate Taxes	0	0	0%	0
	Security	0	0	0%	0
	Site & Construction Supervision	140,385	10,028	2%	140,385
	Utilities	0	0	0%	0
	Less Discounts/Gifts in Kind	0	0	0%	0
h	Subtotal Soft Costs	420,126	30,009	5%	420,126
i	5.0% Soft Cost Contingency	21,006	1,500	0%	21,006
j	TOTAL SOFT COSTS	441,132	31,509	6%	441,132
k	HARD AND SOFT COSTS	6,926,927	494,781	89%	6,926,927
l	12.5% Developer's Fee	865,866	61,848	11%	865,866
TOTAL DEVELOPMENT COST		7,792,793	556,628	100%	7,792,793

FUND SOURCES					DIFFERENCE
\$3,187,800	Proceeds from Sale of Homes		Note 1		(\$3,187,800)
\$250,000	Acquisition Funding - FAHF				(\$250,000)
\$1,250,000	Construction Funding - FAHF				(\$1,250,000)
\$420,000	FHLBB Grant				(\$420,000)
\$1,375,000	Fundraising: Designated Grants & Sponsorships				(\$1,375,000)
\$1,309,993	Habitat Developer Equity				(\$1,309,993)
\$0	Solar Grants & Energy Rebates		Note 2		\$0
\$0	Other				\$0
\$7,792,793					(\$7,792,793)

Note 1:	Proceeds from Sale of Homes is based on 2024 home prices, pending EOHLIC approval.
Note 2:	We will add solar funding sources once they have been identified.
Note 3:	The above Development Cost does not include donations and professional discounts, estimated at \$10K - \$20K per home.

Budget Description

To meet formatting requirements of funding partner the Federal Home Bank of Boston (FHLBB), and our subsidizing agency the MA Department of Housing and Community Development (DHCD), Habitat for Humanity of Cape Cod, Inc. proformas must include line items for contingencies and fees.

While acknowledging the need for built in contingencies to cover overages and organizational expenses related to the build, as a non-profit developer we do not fully fund these line items. For example, we do not transfer any fees such as Developer’s Fee, Builder’s Profit, or Builder’s Overhead. Our home prices are based on local AMI standards, not the cost of development.

The development portion of the pro forma consists of the following cost categories:

Cost Category	Description
Direct Costs	
Site Acquisition	Cost of land and in some instances, associated expenses such as realtor fees, conveyance fees, etc.
Site Work/Hard Costs	Site preparation and infrastructure direct costs readying the site for construction.
Direct Construction	On-site build and construction direct costs, not including labor.
Soft Costs	Labor and non-Direct Construction costs. Includes site supervisor, architecture, engineering, homebuyer marketing and processing, etc.
Contingencies and Fees	
General Requirements	Project-specific expenses (such as field offices, temporary utilities, and waste removal) that support the job rather than specific work items.
Construction Contingency	Percentage of a Site Work/Hard Costs and Direct Construction Costs, above, set aside for unpredictable changes in the scope of the work.
Soft Cost Contingency	Percentage of Soft Costs, above, set aside for unpredictable changes in the scope of the work.
Developer’s Fee	Fee to reimburse the developer for non-construction costs such as investigating the site/property, setting the design criteria or design program; cost limitations, determining the project size, use and ownership, coordinating legal review, awarding contracts, team

	coordination, construction monitoring, and obtaining project approvals.
Builder's Profit	For a for-profit builder, the allowable fee that accrues to the Builder for the value of the work performed.
Builder's Overhead	The portion of the costs incurred by the builder or general contractor to operate the business (such as office and administrative expenses), that is not attributable to any one job.

HFHCC - EOHLIC
2 Bedroom SFH - 60% AMI
Falmouth

Purchase Price Limit	
Sales Price	\$174,400
5% Down payment	\$8,720
Mortgage	\$165,680
<u>Interest rate</u>	7.25%
Amortization	30
Monthly P&I Payments	\$1,130
<u>Tax Rate</u>	\$6.97
monthly property tax	\$101
Hazard insurance	\$87
PMI	\$108
Condo/HOA fees (if applicable)	\$60
Monthly Housing Cost	\$1,486
Necessary Income:	\$59,457
Household Income:	
# of Bedrooms	2
Sample Household size	3
60% AMI Limit	\$66,038
Target Housing Cost (60% AMI)	\$1,651
Safety Window (-10%)	-\$165
Target Housing Cost (incl Safety)	\$1,486

Comments:

Sample maximum affordable sale price for a 2-bedroom home in BARNSTABLE COUNTY using the applicable (Barnstable HMFA/MSA) regional income limit for 2024 adjusted to the target household size, assuming the most recent BARNSTABLE COUNTY tax rate of \$6.97, and an interest rate of 7.25%.

HFHCC - EOHLIC
2 Bedroom SFH - 80% AMI
Falmouth

Purchase Price Limit	
Sales Price	\$234,900
5% Down payment	\$11,745
Mortgage	\$223,155
<u>Interest rate</u>	7.25%
Amortization	30
Monthly P&I Payments	\$1,522
<u>Tax Rate</u>	\$6.97
monthly property tax	\$136
Hazard insurance	\$117
PMI	\$145
Condo/HOA fees (if applicable)	\$60
Monthly Housing Cost	\$1,981
Necessary Income:	\$79,250
Household Income:	
# of Bedrooms	2
Sample Household size	3
80% AMI Limit	\$88,050
Target Housing Cost (80% AMI)	\$2,201
Safety Window	-\$220
Target Housing Cost (incl Safety)	\$1,981

Comments:

Sample maximum affordable sale price for a 2-bedroom home in BARNSTABLE COUNTY using the applicable (Barnstable HMFA/MSA) regional income limit for 2024 adjusted to the target household size, assuming the most recent BARNSTABLE COUNTY tax rate of \$6.97, and an interest rate of 7.25%.

HFHCC - EOHLIC
3 Bedroom SFH - 60% AMI
Falmouth

Purchase Price Limit	
Sales Price	\$194,400
5% Down payment	\$9,720
Mortgage	\$184,680
<u>Interest rate</u>	7.25%
Amortization	30
Monthly P&I Payments	\$1,260
<u>Tax Rate</u>	\$6.97
monthly property tax	\$113
Hazard insurance	\$97
PMI	\$120
Condo/HOA fees (if applicable)	\$60
Monthly Housing Cost	\$1,650
Necessary Income:	\$66,000
Household Income:	
# of Bedrooms	3
Sample Household size	4
60% AMI Limit	\$73,350
Target Housing Cost (60% AMI)	\$1,834
Safety Window (-10%)	-\$183
Target Housing Cost (incl Safety)	\$1,650

Comments:

Sample maximum affordable sale price for a 3-bedroom home in BARNSTABLE COUNTY using the applicable (Barnstable HMFA/MSA) regional income limit for 2024 adjusted to the target household size, assuming the most recent BARNSTABLE COUNTY tax rate of \$6.97, and an interest rate of 7.25%.

HFHCC - EOHLIC
3 Bedroom SFH - 80% AMI
Falmouth

Purchase Price Limit	
Sales Price	\$261,800
5% Down payment	\$13,090
Mortgage	\$248,710
<u>Interest rate</u>	7.25%
Amortization	30
Monthly P&I Payments	\$1,697
<u>Tax Rate</u>	\$6.97
monthly property tax	\$152
Hazard insurance	\$131
PMI	\$162
Condo/HOA fees (if applicable)	\$60
Monthly Housing Cost	\$2,201
Necessary Income:	\$88,051
Household Income:	
# of Bedrooms	3
Sample Household size	4
80% AMI Limit	\$97,800
Target Housing Cost (80% AMI)	\$2,445
Safety Window (-10%)	-\$245
Target Housing Cost (incl Safety)	\$2,201

Comments:

Sample maximum affordable sale price for a 3-bedroom home in BARNSTABLE COUNTY using the applicable (Barnstable HMFA/MSA) regional income limit for 2024 adjusted to the target household size, assuming the most recent BARNSTABLE COUNTY tax rate of \$6.97, and an interest rate of 7.25%.

HFHCC - EOHLIC
4 Bedroom SFH - 60% AMI
Falmouth

Purchase Price Limit	
Sales Price	\$210,700
5% Down payment	\$10,535
Mortgage	\$200,165
<u>Interest rate</u>	7.25%
Amortization	30
Monthly P&I Payments	\$1,365
<u>Tax Rate</u>	\$6.97
monthly property tax	\$122
Hazard insurance	\$105
PMI	\$130
Condo/HOA fees (if applicable)	\$60
Monthly Housing Cost	\$1,783
Necessary Income:	\$71,333
Household Income:	
# of Bedrooms	4
Sample Household size	5
60% AMI Limit	\$79,238
Target Housing Cost (60% AMI)	\$1,981
Safety Window (-10%)	-\$198
Target Housing Cost (incl Safety)	\$1,783

Comments:

Sample maximum affordable sale price for a 4-bedroom home in BARNSTABLE COUNTY using the applicable (Barnstable HMFA/MSA) regional income limit for 2024 adjusted to the target household size, assuming the most recent BARNSTABLE COUNTY tax rate of \$6.97, and an interest rate of 7.25%.

HFHCC - EOHLIC
4 Bedroom SFH - 80% AMI
Falmouth

Purchase Price Limit	
Sales Price	\$283,400
5% Down payment	\$14,170
Mortgage	\$269,230
<u>Interest rate</u>	7.25%
Amortization	30
Monthly P&I Payments	\$1,837
<u>Tax Rate</u>	\$6.92
monthly property tax	\$163
Hazard insurance	\$142
PMI	\$175
Condo/HOA fees (if applicable)	\$60
Monthly Housing Cost	\$2,377
Necessary Income:	\$95,070
Household Income:	
# of Bedrooms	4
Sample Household size	5
80% AMI Limit	\$105,650
Target Housing Cost (80% AMI)	\$2,641
Safety Window (-10%)	-\$264
Target Housing Cost (incl Safety)	\$2,377

Comments:

Sample maximum affordable sale price for a 4-bedroom home in Falmouth using the applicable (Barnstable HMFA/MSA) regional income limit for 2024 adjusted to the target household size, assuming the most recent Falmouth tax rate of \$6.92, and an interest rate of 7.25%.

ATTACHMENT 5

SITE CONTROL DOCUMENTS

- **ASSIGNMENT TO HABITAT**
- **P/S 300 COMMITTEE**

ASSIGNMENT

This agreement of assignment is made as of this 4th day of November, 2024, by and between **THE 300 COMMITTEE LAND TRUST INC.**, (“T3C”), a Massachusetts non-profit corporation, of Falmouth, Massachusetts (the “Assignor”), as Buyer under a certain purchase and sales agreement by and between the Assignor and LTC, LLC, a Massachusetts Limited Liability Corporation dated January 18, 2024 (the “Agreement”) with respect to **a portion of the real property and improvements thereon located at 48 Benjamin Nyes Lane, North Falmouth, Massachusetts and 0 Quaker Road, North Falmouth, Massachusetts**, which was formerly shown as **a portion of LOT 3 on Exhibit A attached to the purchase and sale agreement**. The subject property is now shown as **LOT 7 (7.501± acres)** on an Approval Not Required Plan dated April 30, 2024, prepared by BSS Design Engineering & Surveying (the “Plan”), and **HABITAT FOR HUMANITY OF CAPE COD, INC.**, (“Habitat”), a Massachusetts non-profit corporation, of Yarmouth Port, Massachusetts (the “Assignee”).

For and in consideration paid in the amount of **One Million Dollars and 00/100 (\$1,000,000.00) to be paid**, and all other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and Assignee hereby agree as follows:

1. The Assignor hereby assigns all their right, title and interest pursuant to the Purchase and Sale Agreement dated January 18, 2024, with respect to the purchase of the property now shown as **LOT 7 (7.501± acres) shown on the Plan attached hereto as Exhibit B** (and formerly shown as **a portion of LOT 3 on Exhibit A attached hereto**). Said property is shown as a portion of the property being conveyed pursuant to the purchase and sale agreement.
2. The Assignor agrees that it is responsible for all obligations under the Agreement with respect to the property being assigned and otherwise until such time as the deed from the Seller to the Assignee of said Lot 7 on Exhibit B is recorded at the Barnstable County Registry of Deeds.
3. Habitat’s obligations under this Assignment are contingent upon the following:

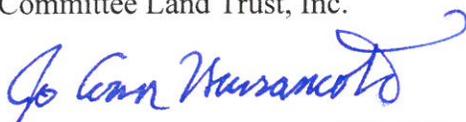
- (a) Buyer having obtained the award and release of funds in the amount of \$1,000,000 for the purchase of the Property on or by July 31, 2025.
- (b) The Premises are buildable for the intended purposes of the construction, use and occupancy of a minimum of fourteen (14) single family affordable dwelling units containing a total of 39 bedrooms and customary appurtenances thereto under applicable land use laws, by-laws, and regulations on or by July 31, 2025.
- (c) Buyer having obtained all necessary permits and approvals including but not limited to a comprehensive permit issued by the Board of Appeals pursuant to M.G.L. c. 40B §§20-23, for the development and the construction of a minimum of fourteen (14) affordable single family dwelling units, which dwelling units are includable on the Subsidized Housing Inventory compiled by the Department of Housing and Community Development for the Town of Falmouth, but not including building permits on or by July 31, 2025; and
- (d) The lapse of all appeal periods for the comprehensive permit obtained by the Buyer with no appeals having been filed on or by July 31, 2025.

If Habitat is unable to satisfy any of the contingencies listed in paragraph 3, a, b, c or d on or by July 31, 2025, Habitat shall, not later than 4:00 p.m. on July 31, 2025, notify the Assignor (T3C) in writing of their inability to satisfy the contingency, in which event all payments made under this agreement shall be forthwith refunded to Habitat and all obligations under this Assignment shall be null and void without further recourse. The passing of this deadline without notice from Habitat to the Assignor (T3C) shall be deemed a waiver of the contingencies listed in paragraph 3, a, b, c or d. Habitat shall use diligent efforts to satisfy the above-referenced contingencies.

4. The Assignee hereby accepts this Assignment on the terms and conditions stated herein.

Executed under sale as of this 4th day of November, 2024.

The 300 Committee Land Trust, Inc.

By: 
Its President, Jo Ann Muramoto

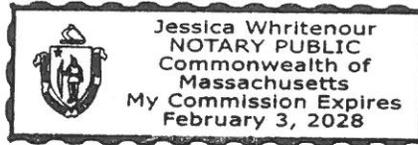
By: 
Its Treasurer, Richard Dotson

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this 4th day of November, 2024, before me, the undersigned notary public, personally appeared Jo Ann Muramoto, as President of The 300 Committee Land Trust, Inc., proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Jessica Whritenour
Notary Public:
My Commission Expires:
(SEAL)

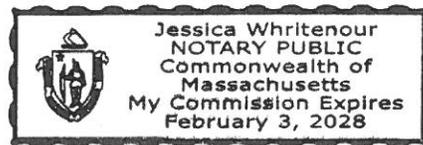


COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this 4th day of November, 2024, before me, the undersigned notary public, personally appeared Richard Dotson, as Treasurer of The 300 Committee Land Trust, Inc., proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Jessica Whritenour
Notary Public:
My Commission Expires:
(SEAL)



Habitat for Humanity of Cape Cod, Inc.

By: Wendy J. Cullinan
Its President, Wendy J. Cullinan

By: John C. Schoenherr
Its Treasurer, John C. Schoenherr

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this 31 day of ~~November~~ ^{October}, 2024, before me, the undersigned notary public, personally appeared Wendy J. Cullinan, as President of Habitat for Humanity of Cape Cod, Inc., proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Mary E. Campbell
Notary Public:
My Commission Expires: 10-30-26
(SEAL)



Mary E. Campbell
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
October 30, 2026

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

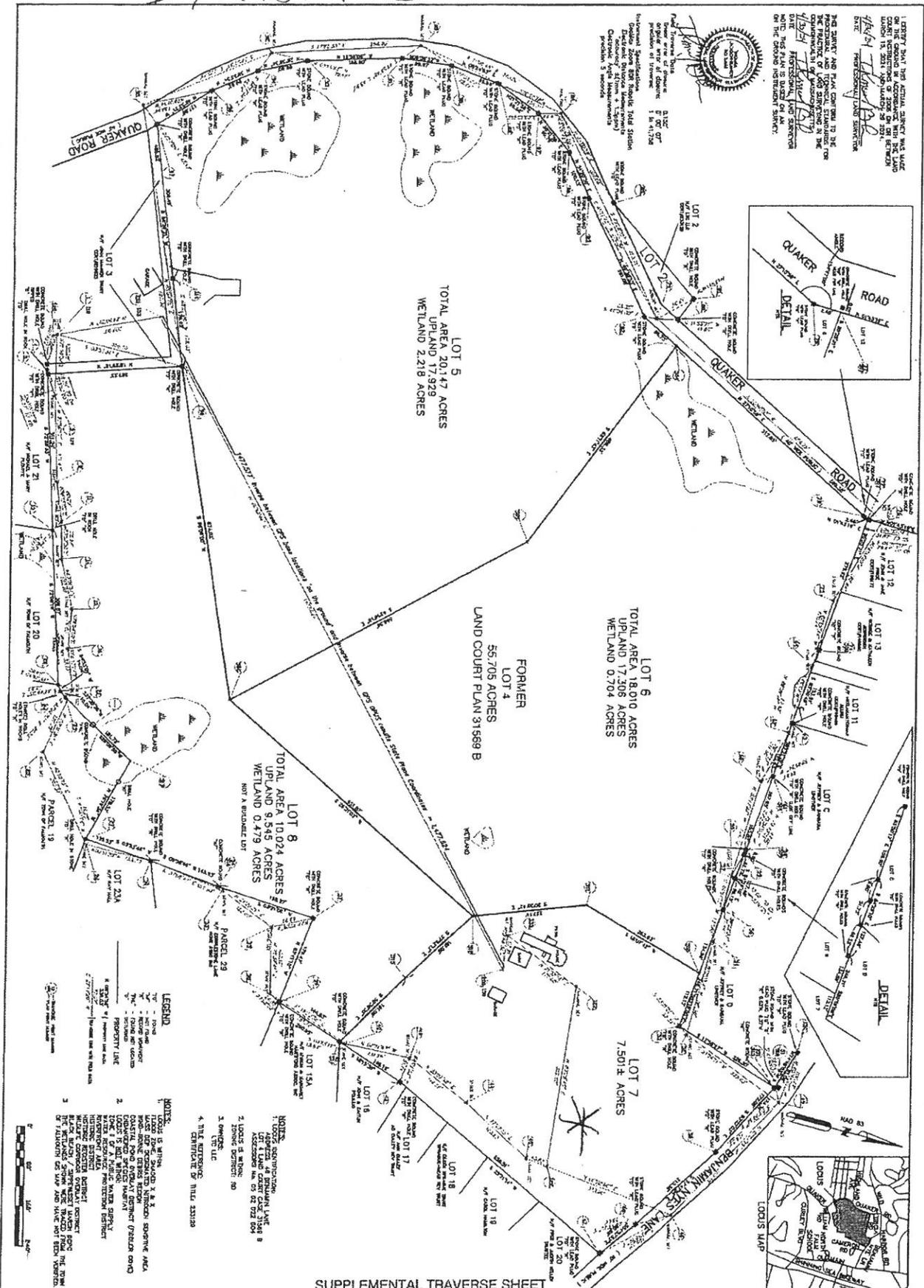
On this 31 day of ~~November~~ ^{October}, 2024, before me, the undersigned notary public, personally appeared John C. Schoenherr, as ~~President~~ ^{Treasurer} of Habitat for Humanity of Cape Cod, Inc, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Mary E. Campbell
Notary Public:
My Commission Expires: 10-30-26
(SEAL)



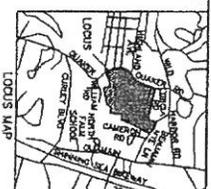
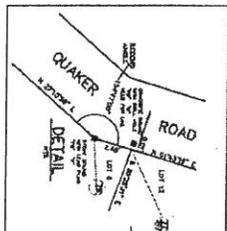
Mary E. Campbell
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
October 30, 2026

Exhibit B



I HEREBY CERTIFY THAT THE ABOVE SURVEY WAS MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND ACCORDING TO THE BEST OF MY KNOWLEDGE AND BELIEF IN ACCORDANCE WITH THE LAND COURT DECISIONS OF 2002 AND 2011. I AM A LICENSED PROFESSIONAL SURVEYOR IN THE STATE OF MASSACHUSETTS. MY LICENSE NUMBER IS 1011228. DATE OF EXPIRATION: 12/31/2024. I AM NOT PROVIDING ANY WARRANTY OR GUARANTEE FOR THE ACCURACY OF THIS PLAN. THE PLAN IS BASED ON THE SURVEY AND RECORDS ON FILE WITH THE LAND COURT.

[Signature]
PROFESSIONAL SURVEYOR



SUPPLEMENTAL TRAVERSE SHEET

PLAN OF LAND
AT
BENJAMIN NYE'S LANE & QUAKER ROAD
NORTH FALMOUTH, MASSACHUSETTS

PREPARED FOR
THE 300 COMMITTEE, INC.
BEING A SUBDIVISION OF LOT 4 LAND COURT PLAN 315689-B

BSS
DESIGN
ENGINEERING
& SURVEYING

www.bssdesign.com
1000 Main Street
North Falmouth, MA 02556
Tel: 508-848-1234
Fax: 508-848-1235

Scale	1" = 80'
Date	APRIL 30, 2024
Drawn by	TBS
Checked by	23110
Project	315689-B

Drawing Number: B30-30

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

This 18th day of January, 2024

1. **PARTIES AND MAILING ADDRESSES** LTC, LLC, a Massachusetts Limited Liability Corporation, presently of 2 Bourne Cove Road, East Falmouth, MA 02536 (hereinafter referred to as the "SELLER" or "Seller") agrees to sell and The 300 Committee Land Trust, Inc., 157 Locust Street, Falmouth, MA 02540 (hereinafter referred to as the "BUYER" or "Buyer") (SELLER and BUYER sometimes hereinafter collectively referred to as the "Parties"), agrees to buy, upon the terms hereinafter set forth, the following described premises:
2. **DESCRIPTION** Certain parcels of land and the buildings and improvements thereon, known and numbered as a portion of 48 Benjamin Nyes Lane, North Falmouth, MA 02556 (Town of Falmouth Assessor's Map Parcel ID 05 02 022 004) and 0 Quaker Road, North Falmouth, MA 02556 (Town of Falmouth Assessor's Map Parcel ID 05 01 085 002), as more particularly described in deeds recorded with the Barnstable County Registry of Deeds, as Document Numbers 1,482,251 and 1,482,252 on Land Court Certificate 233129 (hereinafter referred to as the "Premises"). In regards to this Purchase and Sale Agreement, Buyer will be purchasing LOT 3 on the attached Exhibit A and LOT 2 on Land Court Plan No. 31569-B).
3. **BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES** Included in the sale as a part of the Premises are the buildings, structures, and improvements now thereon, and the fixtures used in connection therewith including, if any, all wall-to-wall carpeting, drapery rods, automatic garage door openers, venetian blinds, window shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, garbage disposers, electric and other lighting fixtures, mantels, outside television antennas, fences, gates, trees, shrubs, plants, and appliances.
4. **TITLE DEED** Said Premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:
 - (a) Provisions of existing building and zoning laws;
 - (b) Existing rights and obligations in party walls which are not the subject of written agreement
 - (c) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
 - (d) Any liens for municipal betterments assessed after the date of this Agreement;
 - (e) Easements, restriction and reservations of record, if any, so long as the same do not prohibit or materially interfere with the intended use of the property as multiple residential dwellings and conservation land.
5. **PLANS** If said deed refers to a plan necessary to be recorded therewith the BUYER shall deliver such plan with the deed in form adequate for recording or registration.
6. **REGISTERED TITLE** In addition to the foregoing, if the title to said Premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said Premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.

7. PURCHASE PRICE FOR A PORTION OF 48 BENJAMIN NYES LANE and 0 QUAKER ROAD (LOT 3 ON THE ATTACHED EXHIBIT A AND LOT 2 on Land Court Plan No. 31569-B)
- The agreed to purchase price for said Premises is Three Million Two Hundred Seventy-Two Thousand Five Hundred and 00/100 (\$3,272,500.00) Dollars, of which
- | | |
|-----------------|--|
| \$ 500.00 | having previously been paid to bind the "Offer to Purchase" |
| \$ 99,500.00 | have been paid as a deposit this day and |
| \$ 3,172,500.00 | are to be paid at the time of the recording of the deed by bank attorney's conveyancing, IOLTA or client's/trust account check(s) or domestic wire transfer to Seller's Attorney (subject to a reasonable wire processing fee) |

\$ 3,272,500.00 TOTAL

8. TIME FOR PERFORMANCE; DELIVERY OF DEED
- Such deed for Lot 3 on Exhibit A attached hereto and Lot 2 on Land Court Plan No. 31569-B is to be delivered at 10:00 o'clock A.M. on the 15th day of January, 2026 (sometimes the "Closing" or "Closing Date"), at the office of Paula M. Kelley, Esq. 205 Worcester Court, Suite B2, Falmouth, MA 02540, unless otherwise agreed upon in writing. It is agreed that time is of the Essence of this Agreement. Neither SELLER nor their agents or attorney shall be required to attend closing but do agree to ensure that original SELLER signed Deed, Power of Attorney, and other customary documents are delivered to the closing attorney prior to Closing. BUYER and SELLER agree and acknowledge that their rights under this agreement are contingent upon the sale of a portion of 48 Benajmin Nyes Lane, North Falmouth, Massachusetts which is scheduled to close on January 15, 2025 (Lot 1 and 2 on Exhibit A attached hereto).
9. POSSESSION AND CONDITION OF PREMISES
- Full possession of said Premises free of all tenants and occupants is to be delivered at the time of the delivery and recording of the deed, said Premises to be then (a) in the same condition as they were at the time of Buyer's inspection, reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with provisions of any instrument referred to in Paragraph Four (4) hereof; and (d) in compliance and conformity with all other terms/provisions of this Agreement. The BUYER shall be entitled to inspect said Premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this Agreement.
10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM
- If the SELLER shall be unable to give good title pursuant to Paragraph Four (4) above, or to deliver possession of the Premises, all as herein stipulated, or if at the time of the delivery of the deed the Premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said Premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance pursuant to Paragraph Eight (8) hereof, and thereupon the time for performance hereof shall be extended for up to thirty (30) calendar days from SELLER'S written notice. The SELLER shall not be obligated to expend more than 0.5% of the Purchase Price set forth in Paragraph 7, inclusive of attorney's fees but exclusive of voluntary monetary and municipal liens, pursuant to this Paragraph.
11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.
- If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, or if at any time during the period of this Agreement or any extension thereof, the holder of a mortgage on said Premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this Agreement shall be forthwith refunded to BUYER and all other obligations of the Parties hereto shall cease and this Agreement shall be void without recourse to the Parties hereto unless BUYER elects to accept title/condition as detailed in Paragraph 12 below.

12. BUYER's ELECTION TO ACCEPT TITLE
The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said Premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this Paragraph, if the said Premises shall have been damaged by fire, vandalism or other casualty, or in the event of a taking of all or a part of the Premises by eminent domain, then at BUYER's option, all payments made under this Agreement shall be refunded to BUYER and all other obligations of the Parties hereto shall cease and this Agreement shall be void without recourse to either Party.
13. ACCEPTANCE OF DEED
The acceptance and recording of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.
14. USE OF MONEY TO CLEAR TITLE
To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of the deed, or in the case of mortgages granted by the SELLER to institutional lenders which are paid in full from the sale proceeds pursuant to written payoff letter(s) reasonably acceptable to BUYER's nationally recognized title insurance underwriter, same may be procured within a reasonable time after the delivery of said deed in accordance with local conveyancing practices.
15. INSURANCE
Until the recording of the deed, the SELLER shall maintain insurance as it is as presently insured. All risk of loss shall remain with SELLER until delivery, acceptance and recording of the Deed.
16. ADJUSTMENTS
Water use charges, and real estate taxes for the fiscal year in which the Closing takes place shall be apportioned, as of the day of performance of this Agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed.
17. ADJUSTMENT OF UNASSESSED AND ABATED TAXES
If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the Parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.
18. BROKER'S FEE
Not applicable.
19. BROKER(S) WARRANTY
Not applicable.
20. DEPOSIT
Buyer has paid a non-refundable deposit in the amount of Two Hundred Thousand Dollars (\$200,000.00) pursuant to the Offer to Purchase dated October 6, 2023 that has been released directly to Seller. One Hundred Thousand Dollars (\$100,000.00) of the deposit money shall be applied towards the purchase price at the closing on January 15, 2025. One Hundred Thousand Dollars (\$100,000.00) of the deposit money shall be applied towards the purchase at the closing on January 15, 2026.
21. BUYER's DEFAULT; DAMAGES
If the BUYER shall fail to fulfill the BUYER's agreements herein, and SELLER has fulfilled SELLER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages and this shall be SELLER's sole and

exclusive remedy at both law and in equity for any default(s) by BUYER hereunder. The Parties acknowledge and agree that SELLER has no adequate remedy in the event of BUYER'S default under this Agreement because it is impossible to exactly calculate the damages which would accrue to SELLER in such event. Therefore, acknowledging this fact, the Parties agree that: (i) the deposit hereunder is the best estimate of such damages which would accrue to SELLER in the event of BUYER'S default hereunder, (ii) said deposit represents damages and not a penalty against BUYER, and (iii) the Parties have been afforded the opportunity to consult an attorney with regard to the provisions of this Paragraph.

22. **RELEASE BY HUSBAND OR WIFE** The SELLER's spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said premises.
23. **BROKER AS PARTY** Not applicable.
24. **LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc,** If the SELLER or BUYER executes this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.
25. **WARRANTIES AND REPRESENTATIONS** The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this Agreement or previously made in writing by SELLER or SELLER's agents, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker(s): **NONE.**
26. **FUNDING** BUYER will need to rely upon access to public funding, including but not limited to the Town of Falmouth and the Commonwealth of Massachusetts, for a portion of the total purchase price. BUYER shall report to SELLER the results of a Falmouth Town Meeting Vote in April 2024 for such funds. If despite the BUYERS' diligent efforts, public funding cannot be committed to on or by April 15, 2024, BUYERS may terminate this agreement by written notice to the SELLER, prior to the expiration of such time, whereupon any payments made under this agreement shall remain the property of the SELLER and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties.
27. **CONSTRUCTION OF AGREEMENT** This Agreement, which may be executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the Parties, is binding upon and enures to the benefit of the Parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER or their respective counsels. The Parties may rely upon facsimile copies or electronic copies of such written instruments. If two or more persons are named herein as BUYER and/or SELLER, their respective obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the Parties to it.
28. **LEAD PAINT LAW** The Parties acknowledge that, under Massachusetts law, whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age.
29. **SMOKE AND CARBON** The BUYER shall, at the time of delivery of the deed, deliver an original and current certificate from the local fire department of the city or town in which said Premises are

MONOXIDE
DETECTORS

located stating that said Premises have been equipped with approved smoke and carbon monoxide detectors and are in compliance with Massachusetts General Laws, Chapter 148, Sections 26E and 26F and in conformity with any applicable law. Seller will have no obligation to obtain a certificate in regards to the smoke and carbon monoxide alarms from the Town of Falmouth.

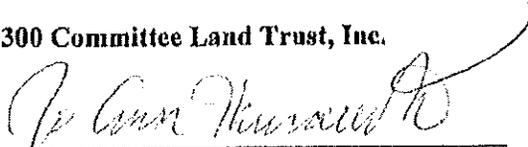
30. ADDITIONAL
PROVISIONS

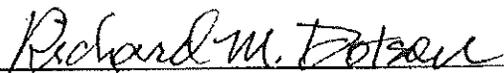
The executed "Rider A" and "Exhibit A" attached hereto, are incorporated herein by reference. If any provision in the Rider conflicts in any way with any other provision in Paragraphs One (1) through Thirty (30), inclusive, of this Agreement or with any addenda or exhibits hereto, the provision contained in the Rider shall control.

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

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

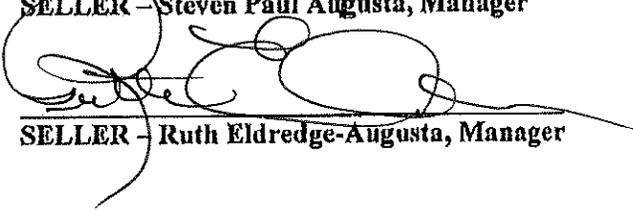
The 300 Committee Land Trust, Inc.


BUYER - Jo Ann Muramoto, President


BUYER -- Richard Dotson, Treasurer

LTC, LLC


SELLER - Steven Paul Augusta, Manager


SELLER - Ruth Eldredge-Augusta, Manager

RIDER A TO PURCHASE AND SALE AGREEMENT BY AND BETWEEN

**Concerning: A portion of 48 Benjamin Nye Lane and 0 Quaker Road, North Falmouth, MA 02556
(Lot 3 on Exhibit A attached hereto and Lot 2 on Land Court Plan No. 31569-A) ("Premises")**

January 18, 2024

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

If to BUYER:

Paula M. Kelley, Esquire
Kelley Law, LLC
205 Worcester Court, Suite B-2
Falmouth, MA 02540
Phone: 774-255-1425
Fax: 774-255-1298
Email: paula@kelleylaw-llc.com

If to SELLER:

Brett A. Sanidas, Esq.
205 Worcester Court
Falmouth, MA 02540
Office: (508) 540-6700
Fax: (508) 540-6787
Email: brett@falmouthlaw.com

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

32. **OFFER SUPERSEDED:** All offers and agreements made prior to this Agreement, including, without limitation, the memorandum executed by the Parties hereto, entitled "Contract to Purchase Real Estate" dated October 6, 2023 ("Offer") are hereby superseded, rendered null and void and shall have no further force and effect. It being the intent of the Parties that all obligations of the Parties are as previously made in writing or expressly set forth in this Agreement.
33. **ACCESS:** From and after the date of this Agreement, SELLER agrees to permit BUYER and its designees, including but not limited to prospective mortgage lenders (and their agents), contractors, architects and insurance agents, reasonable access (limited to a total of three (3) visits), at reasonable times, to the said Premises for the purpose of making measurements and the like. Said right of access shall be exercised only in the presence of SELLER, and only after reasonable prior notice, either written or oral, to the SELLER. In any event, it being agreed that Twenty-Four (24) hours in advance shall be deemed to be "reasonable prior notice" pursuant to this Paragraph. Under no such circumstance shall the BUYER or any agent of the BUYER be allowed to make any sort of alteration to the Premises during their access, without the prior written consent of the SELLER. BUYER hereby indemnifies and holds SELLER harmless for any loss occasioned by the BUYER exercising access rights under this provision to the extent that such damage does not result from the gross negligence, wanton, willful, reckless or intentional conduct of the SELLER or SELLER'S agents. BUYER'S indemnification herein shall be in addition to, and not in any way limited by, the deposit amounts held pursuant to this Agreement.
34. **INSPECTION:** BUYER represents to SELLER that BUYER (i) has had a full and ample opportunity to conduct any and all inspections of the Premises desired by BUYER, including without limitation, inspections regarding mechanical, structural, systems, pest and termite, lead paint, mold, asbestos, radon, as well as for hazardous chemicals, material, or substances; (ii) BUYER has waived the same, and accepts the Premises in its "as is" condition as of the date of closing; (iii) is not relying upon any warranties or representations, express or implied, of SELLER or SELLER'S agents as to the character, quality, quantity, use, value, or condition of the Premises,

except as expressly set forth in this Agreement; (iv) acknowledges and agrees that SELLER has no responsibility for any failure by the BUYER to fully exercise any and all of BUYER's inspection rights and/or to conduct any and all inspections as BUYER may desire; and, (v) further acknowledges and agrees that this provision has been specifically negotiated between SELLER and BUYER, that BUYER has been represented by counsel in said negotiation, and that SELLER would not enter into this Agreement but for the inclusion of this acknowledgement and disclaimer herein. BUYER further represents and agrees that the existence of any matter or condition revealed by, or which could have been revealed by an inspection shall not be deemed to be a default by SELLER under this Agreement. Any statements which may have previously been made by the SELLER, including without limitation in any realtor's/broker's questionnaire or so-called "SELLER's Disclosure Statement" or property listing information, if any, are specifically hereby voided and are superseded by this Agreement. BUYER acknowledges and agrees that SELLER shall have no obligation to repair any defect existing on the date of this Agreement. Without intending to limit the generality of the foregoing, SELLER does not warrant or represent that the Premises complies with current municipal, county, state or federal codes, ordinances, statutes, laws, regulations or the like, relating to zoning, building, environmental, health or involving the maintenance, operation or condition of the Premises. BUYER hereby agrees that SELLER shall have no responsibility or liability for complying with any codes, ordinances, statutes, laws, regulations or the like, including without limitation, those which relate to lead paint, asbestos, radon, mold, hazardous chemicals, materials, or substances or any requirements that SELLER remove any or all of the same, BUYER hereby assuming any and all such responsibility and liability as of the date of Closing. SELLER makes no representations concerning the accuracy of any information provided by the realtor(s) or broker(s) unless expressly set forth in this Agreement. BUYER further acknowledges and agrees that this provision has been specifically negotiated between SELLER and BUYER, that BUYER has been represented by counsel in said negotiation, and that SELLER would not enter into this Agreement but for the inclusion of this acknowledgement and disclaimer herein. The provisions of this Paragraph shall survive the Closing and delivery of the Deed hereunder.

35. **CONDITION OF THE PREMISES:** Notwithstanding any other provisions of this Agreement regarding the conditions of said Premises, at the time of Closing, the Premises need not be broom-swept and clean and free of all SELLER's possessions and debris (except for those items being conveyed with the Premises as expressly provided in this Agreement or those items that the Seller is specifically required to remove per the terms of this Agreement).
36. **LEAD PAINT NOTIFICATION:** BUYER acknowledges that every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase. BUYER acknowledges that in certain circumstances, BUYER may incur obligations to remove lead-based materials pursuant to Sections 190-197 of Chapter 111 of the Massachusetts General Laws. BUYER hereby agrees to accept and assume any and all such obligations upon the delivery and recording of the Deed. BUYER and SELLER acknowledge that the SELLER and the Brokers have complied with the requirements of Massachusetts General Laws Chapter 111, as amended, relative to the possible presence of lead paint in the Premises, including the provisions of Section 197A of Chapter 111. BUYERS acknowledge having been verbally informed of the possible presence of dangerous levels of lead in the Premises and of the provisions of the Lead Paint Statute, so called (M.G.L. Chapter 111, Sections 190 - 199A), and the regulations promulgated thereunder, and acknowledge receipt from SELLER and/or SELLER's agents, of a Commonwealth of Massachusetts, Department of Health Property Transfer Notification Certification, and further acknowledges being informed by SELLER and/or SELLER's agents about the availability of inspections for dangerous levels of lead. BUYER further acknowledges that SELLER has allowed BUYER ten (10) days to conduct inspections to determine whether lead is present on the Premises. BUYER acknowledges that given the age of the Premises; it is highly likely that they contain lead-based materials. BUYER hereby releases SELLER and SELLER's agents from liability for any damages, cost or expenses BUYER incurs as a result of the presence of lead in the Premises or in the soil surrounding the Premises. A copy of the Property Transfer Notification Certification was signed by BUYER at the time of the Offer. The provisions of this Paragraph shall survive delivery of the Deed hereunder.
37. **DEALINGS WITH BROKERS:** BUYER warrants and represents to SELLER and SELLER represents and warrants to BUYER that neither has dealt with any broker or other person entitled to a broker's commission in

connection with the negotiation or execution of this Agreement or the consummation of the transaction contemplated hereby and each agrees to hold the other harmless and indemnify the other against all damages, claims, losses and liabilities, including legal fees, incurred by the other, arising out of or resulting from the failure of its representation and warranty. The provisions of this Paragraph shall survive delivery of the Deed hereunder.

38. **BUYER REPRESENTATIONS:** BUYER represents that BUYER is aware of no lawsuits or demands or bankruptcies, pending or threatened, by or against BUYER that would affect BUYER's ability to purchase the Premises hereunder.
39. **SELLER DOCUMENTS:** SELLER shall execute and deliver simultaneously with the delivery of the deed, and when required shall on oath swear to the truth of the matters therein set forth, such documents as may reasonably be required of the SELLER, signing in a fiduciary capacity, by BUYER's counsel or the title insurance company insuring the Premises for BUYER, including without limiting the generality of the foregoing, certifications, or affidavits with respect to: (a) that there are no persons or parties in possession of the Premises; (b) an affidavit pursuant to Section 1445 of the Internal Revenue Code; and (c) 1099 reporting form. SELLER shall not execute or deliver an Owner's Affidavit or Survey Affidavit.
40. **KEYS:** At the Closing, SELLER shall provide BUYER with all keys, access cards, security codes, automatic garage door openers, mailbox keys, if any, and with all manuals and other information in SELLER's possession and/or control regarding any and all systems, fixtures, equipment and appliances used in connection with the Premises, if any. It is understood that SELLER will provide the warranties, manuals and other documentation as an accommodation to BUYER, and not as a condition of Closing.
41. **SELLER TO SIGN DEED:** SELLER shall execute the Deed personally. At the sole option of the BUYER, a Deed executed for the SELLER pursuant to a power of attorney shall not satisfy the title requirements of the Agreement.
42. **RECORDING OF DEED AND RELEASE OF PROCEEDS:** The Parties agree and understand that in the event the Closing is held at a place other than the appropriate County Registry of Deeds where the Premises is located, the SELLER'S proceeds will be held in escrow by SELLER'S attorney or broker until such time as the Deed and other Closing documents to be recorded are in fact placed on record at said Registry of Deeds. BUYER agrees to use reasonable efforts to record said Deed in a prompt and swift manner.
43. **NON-FOREIGN CERTIFICATION:** SELLER warrants and represents that SELLER is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended ("I.R.C."), and agrees to deliver to BUYER, at or before the Closing, an executed "non-foreign" affidavit in compliance with I.R.C. Section 1445(b)(2) and the regulations thereunder, evidencing the foregoing warranty and representation. If the SELLER does not or cannot provide such an affidavit or a "qualifying statement" issued by the Secretary of the Treasury in accordance with I.R.C. Section 1445(b)(4)(B) exempting the transaction from withholding, the "Closing Agent" for this transaction will be entitled to make withholdings in accordance with said Section 1445 on account of taxes which may be payable by the SELLER on account of the sale of the Premises. The Parties acknowledge and agree that the "Closing Agent" will be the person responsible for performing the Closing of this transaction, and, hence, for the appropriate filing of any documents and subject withholding with the Internal Revenue Service. SELLER does hereby forever release and discharge BUYER and BUYER's attorney from all liability resulting from, or arising out of, BUYER's and BUYER's attorney's good faith compliance with the requirements of Section 1445 the I.R.C. The provisions of this Paragraph shall survive delivery of the Deed hereunder.
44. **ATTORNEY AUTHORITY:** By executing this Agreement, the BUYER and SELLER hereby grant to their attorneys the actual authority to bind them for the sole limited purpose of allowing them to cancel, grant extensions, modify or amend this Agreement in writing, and the BUYER and SELLER shall be able to rely upon the signatures of said attorneys as binding unless they have actual knowledge that the principals have disclaimed the authority granted herein to bind them. Further, for purposes of this Agreement, email transmissions and/or facsimile signatures on such written instruments shall be binding.

45. **REBA TITLE STANDARDS:** Any title matter or practice matter arising under or relating to this Agreement which is the subject of a title or practice standard of the Massachusetts Real Estate Bar Association ("REBA") shall be governed by said title or practice standard to the extent applicable, and to the extent such title standard or practice standard does not contradict any expressed term or condition of this Agreement.

46. **PREMISES IN COMPLIANCE:** Without limitation of any other provisions of this Agreement, said Premises shall not be considered to be in compliance with the provisions of this Agreement with respect to title unless:

(a) All buildings, structures and improvements on the Premises, including, but not limited to, any driveway(s), garage(s), fence(s), shed(s) and all other improvements intended to be included in the sale and all means of access to and egress from the Premises shall be wholly within the lot lines of the Premises and shall not encroach upon, over or under any property not within such lot lines or property of any other person or entity, except by recorded easement;

(b) No building, structure, improvement, including, but not limited to, any driveway(s), garage(s), fence(s), shed(s), way(s) or property of any kind encroaches upon, over or under the Premises from other premises, except by recorded easement;

(c) Title to the Premises is insurable, for the benefit of the BUYER, by a title insurance company reasonably acceptable to BUYER, in a fee owner's so called: "Enhanced" or "Expanded" policy of title insurance, at normal premium rates for such enhanced policies, subject only to the exceptions permitted under Paragraph Four (4) of this Agreement and those printed exceptions to title normally included in the "jacket" to such form or policy;

(d) The Premises abut or have vehicular and pedestrian access to a public way, duly laid out or accepted as such by the town or city in which the Premises are located and the Premises and all buildings and improvements thereon have unrestricted and unencumbered vehicular and pedestrian access to such public way;

(e) Certificates of Compliance for any lot specific outstanding Orders of Conditions pertaining to wetlands have been recorded or delivered for recording at closing.

It is agreed that in the event of a title matter for which a title insurance company is willing to issue a so-called "clean" policy or provide "affirmative coverage" over a known defect or problem, BUYER may elect to accept same but shall not be required to do so, and shall have the right, at the option of their counsel, to deem title to the Premises unacceptable or unmarketable and to terminate this Agreement.

This Paragraph 46. is only enforceable and applicable for matters that have manifested or have been recorded at the Barnstable Registry of Deeds after December 29, 2023.

47. **MULTIPLE COUNTERPARTS:** The Parties acknowledge and agree that this Agreement may be signed in counterparts, and for purposes of this Agreement, facsimile or electronically scanned or submitted signatures shall be construed as original, except as to the Deed and the Closing documents and except as to documents intended to be recorded.

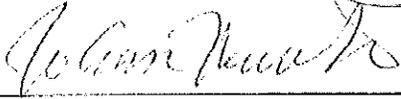
48. **SATURDAY, SUNDAY, HOLIDAY:** In the event that any deadline or date for performance or providing notice contained herein (including, without limitation, any contingencies or extensions of the time for performance under this Agreement), falls on a Saturday, Sunday or legal holiday, as the case may be, such deadline or other date shall be automatically extended to the immediately following business day.

49. **ATTORNEY REVIEW:** It is acknowledged and presumed that the substance and form of this Agreement have been fully reviewed by the Parties hereto and approved as to form by their respective counsel. It is further acknowledged and agreed that no presumption shall exist against either party hereto by virtue of this Agreement being considered to have been drafted by counsel for either party thereto. Both BUYER and SELLER hereby acknowledge that they have been offered the opportunity to seek and confer with qualified legal counsel of their choice prior to signing this Agreement.

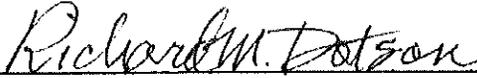
50. **POST CLOSING ADJUSTMENTS:** In the event any apportionment/adjustment pursuant to Paragraph sixteen (16) is, within sixty (60) days subsequent to the Closing, found to be erroneous, then either Party hereto who is entitled to additional monies shall invoice (along with reasonably detailed back-up data) the other Party for such additional amounts as may be owing, and such amounts shall be paid, with good funds, within ten (10) days from the date of the invoice unless the adjustment is disputed in good faith by the other Party. The provisions of this Paragraph shall survive the Closing and delivery of the deed hereunder for sixty (60) days.
51. **SEVERABILITY:** If this Agreement or any other provisions by way of reference incorporated herein shall contain any term or provision which shall be invalid, then the remainder of the Agreement or other instrument by way of reference incorporated herein, as the case may be, shall not be affected thereby and shall remain valid and in full force and effect to the fullest extent permitted by law.
52. **EXCUSED DELAY:** The Time for Performance may be extended by the Buyer by written notice for an Excused Delay which materially affects the Buyer's ability to close or obtain financing. As used herein an Excused Delay means a delay caused by an Act of God, declared state of emergency or public health emergency, pandemic (specifically including COVID-19), government mandated quarantine, war, acts of terrorism, and/or order of government or civil or military authorities. Notwithstanding anything to the contrary contained in this Agreement, said Extension shall not exceed ten (10) days.
53. **SELLER'S ACTUAL KNOWLEDGE:** All of SELLER's representations under this Agreement are to the SELLER's actual knowledge, and without conducting any independent investigation or inquiry and are not intended to imply or create any obligation for the SELLER to take additional actions or more further inquiry with regard to any topics contained within this Agreement or elsewhere, including but not limited to, documents, to be executed in conjunction with the Closing; furthermore, it is acknowledged and agreed by the Parties that any such representations shall not constitute a representation or warranty against the existence of such conditions about which SELLER has no knowledge, nor a representation or warranty against the discovery or occurrence of such conditions. The provisions of this Paragraph shall survive the Closing and delivery of the Deed hereunder.
54. **TITLE 5 COMPLIANCE:** The Premises are serviced by an on-site subsurface wastewater disposal system (the "System") regulated by Title 5 of the Massachusetts State Environmental Code ("Title 5"). Seller will pump the septic system (cesspool) and have it filled with sand on or by January 15, 2026.
55. Seller will have the oil pumped out of the two 275-gallon AST's on or by January 15, 2026.
56. Seller will have the two shipping containers and the shed near 631 Quaker Road removed from the subject property on or by January 15, 2025.
57. The Buyer has conducted all of the Buyers due diligence both in regards to the property itself and as to title in regards to any matters of record as of December 29, 2023 and any encroachments and takes the property and the title to the property in its "as is" condition as of December 29, 2023 except for those items that the Seller has agreed to specifically remedy in Paragraphs 54-56 of this Agreement unless any new issues manifest on or by closing.
58. **BUYER will be responsible for paying the property taxes and any betterments for the entire parcel, including those parcels the Buyer has not yet purchased, as of January 15, 2025.**

Executed as a sealed instrument this 18th day of January, 2024.

The 300 Committee Land Trust, Inc.

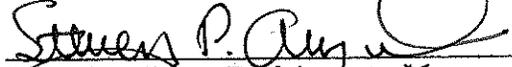


BUYER – Jo Ann Muramoto, President



BUYER -- Richard Dotson, Treasurer

LTC, LLC

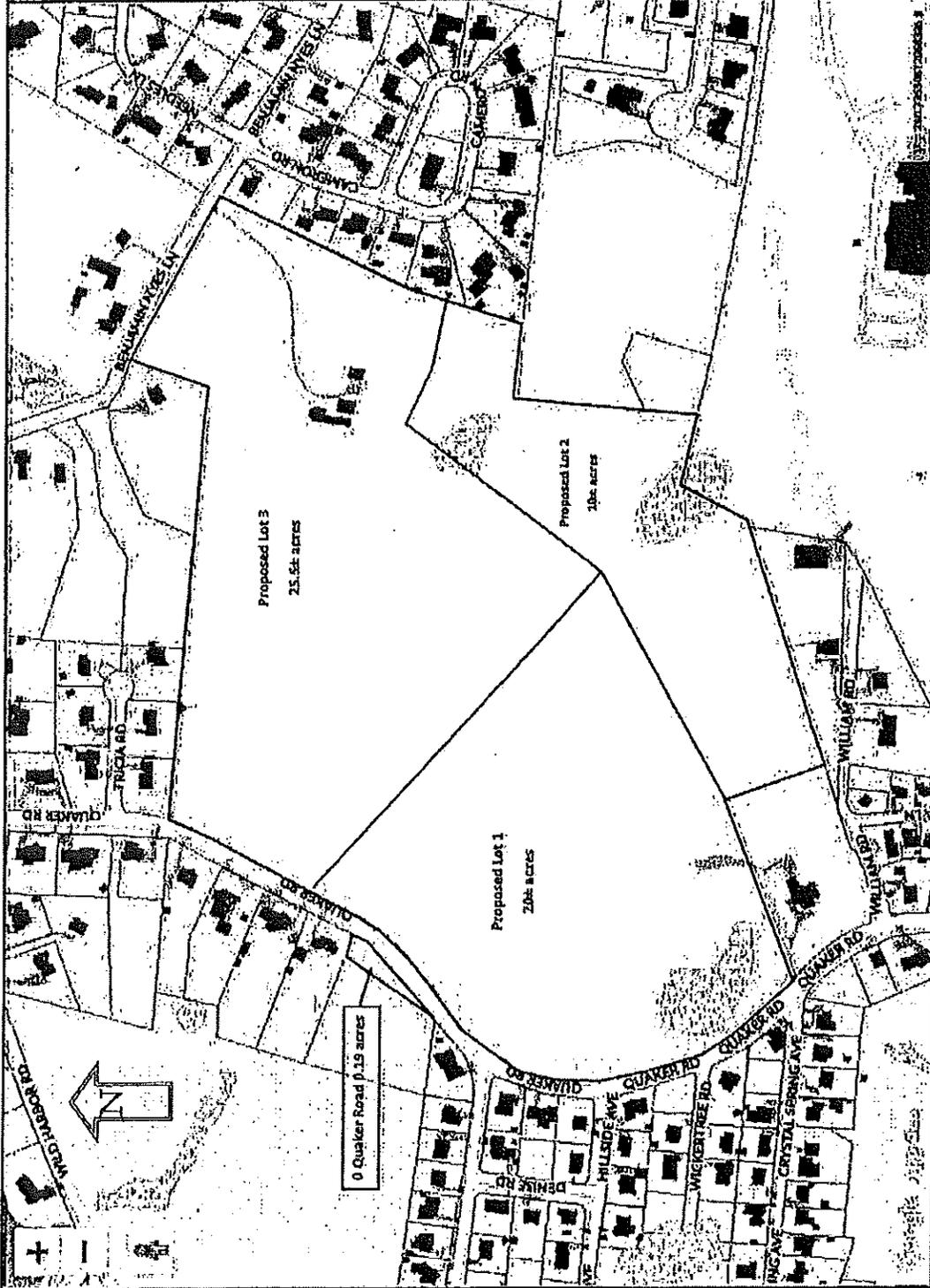


SELLER – Steven Paul Augusta, Manager



SELLER – Ruth Eldredge-Augusta, Manager

Exhibit A – Sketch Plan of Proposed Lot Division, 48 Benjamin Nyes Lane, and 0 Quaker Road, North Falmouth



Map Theme Legends

- Current Property Boundary
- - - Proposed Property Boundary

WATER FEATURES

- ▨ TETRAPYLE
- ▨ LAKE OR POND
- ▨ SEA OR OCEAN
- ▨ STREAM OR RIVER
- ▨ SWAMP OR MARSH
- ▨ CHANNELWAY BOX



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

State of Falmouth, MA, elects an official seal for its seal, to be used in official documents, and the quality or accuracy of the GIS data presented on the map.

Geometry updated 10/10/2023
Data updated 10/10/2023

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

**SKETCH PLAN ONLY,
SUBJECT TO CHANGE
LOT DIVISION PLANNING UNDER
DEVELOPMENT**

ATTACHMENT 6

- **REQUEST FOR WAIVER OF EOHLC APPRAISAL**
- **HABITAT APPRAISAL**

To be placed on Official Town Letterhead

Date

Rieko Hayashi, Director
Local Initiative Program
Executive Office of Housing and Livable Communities
100 Cambridge Street, Suite 300
Boston, MA 02114

RE: Waiver of Appraisal for Benjamin Nyes Lane Community Housing Project

Dear Ms. Hayashi,

As the Chief Executive Officer of the Town of Falmouth, I am requesting that EOHL waive the Appraisal requirement for Habitat for Humanity of Cape Cod's, 48 Benjamin Nyes Lane Community Housing Project as allowed in Section IV "Responsibilities of the Subsidizing Agency" Section B, "Allowable Development Costs", 1 - Land Valuation page IV-4 in EOHL's (formerly DHCD) publication, "GUIDELINES (Updated December 2014) G.L. C.40B COMPREHENSIVE PERMIT PROJECTS SUBSIDIZED HOUSING INVENTORY":

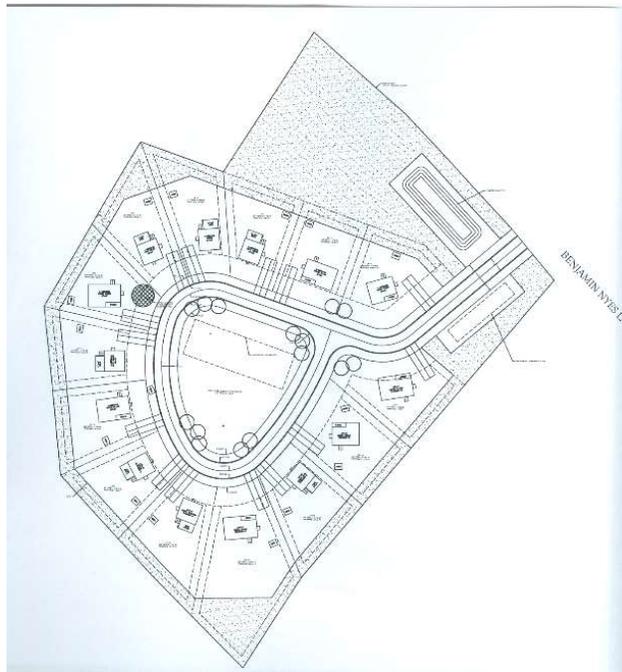
"Upon written request of the Chief Executive Officer, the Subsidizing Agency may waive the appraisal requirement for proposed Projects of 20 units or less provided that the Developer submits satisfactory evidence, such as local tax assessment, limited appraisal, or opinion of value from a licensed real estate broker, that reasonably supports the acquisition cost. The purpose of such a waiver is to relieve the cost burden for smaller developments that are sponsored or supported by the local community where the reasonableness of the acquisition cost is not at issue."

We are satisfied with the use of Habitat's own professionally prepared appraisal for the purpose of supporting the land parcel's acquisition cost.

Sincerely,

Michael Renshaw, Town of Falmouth Administrator

A REAL PROPERTY APPRAISAL
OF THE PROPERTY LOCATED AT
LOT 7 BENJAMIN NYES LANE (7.5 ACRE PARCEL)
NORTH FALMOUTH, MA



PREPARED FOR:

MS. ELIZABETH HARDY WADE
DIRECTOR OF LAND ACQUISITION AND PROJECT DEVELOPMENT
HABITAT FOR HUMANITY OF CAPE COD, INC.
411 MAIN STREET (RTE. 6A), SUITE 6
YARMOUTH PORT, MA 02675

EFFECTIVE DATE OF APPRAISAL:
APRIL 30, 2024

BY:

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

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PART I – INTRODUCTION

CLANCY APPRAISAL CO., INC.
24 Spring Bars Road, #3B
Falmouth, MA 02540-3910
(508) 540-9515 – Fax (508) 540-6586
Email: info@clancyappraisal.net

Ms. Elizabeth Hardy Wade
Director of Land Acquisition & Project Development
Habitat for Humanity of Cape Cod, Inc.
411 Main Street (6A), Yarmouth Port, MA 02675

July 12, 2024

RE: Lot 7 @ 48 Benjamin Nyes Lane, North Falmouth, MA

Dear Ms. Wade,

In accordance with your request, I have appraised Lot 7 with the 7.5 Acre portion of the 56 Acre site located at 48 Benjamin Nyes Lane, North Falmouth, MA. This Real Property Appraisal utilizes an Appraisal Report, and complies with USPAP Standards Rule 2-2 (a).

The Intended Use of this Appraisal Report is to provide an opinion of the Market Value of Lot 7 with 7.50 acres and 14 affordable house lots, that is a portion of a 56-acre site. **The Highest & Best Use will consider the BSS Design Subdivision Plan showing Lots 4, 5, 6 & 7. Then a Study Plan is provided by Catalyst Architecture/Interiors Inc, with 14 residential lots.** The Intended User is Habitat for Humanity of Cape Cod, Inc., and Executive Office of Housing and Livable Communities.

The appraisal considers that the 56-acre site is a DRI and would require approval from the Cape Cod Commission for any subdivision. The Chief Regulatory Officer and the Water Resources Analyst of the Cape Cod Commission were interviewed for this appraisal. Their conclusion was that the three embayments would NOT allow a conventional subdivision to be approved based on the 2018 RPP. Chapter 40B development is the only possible development that remains for the subject site. The 4-lot Subdivision Plan prepared by BSS Design was not submitted to the Cape Cod Commission or the Falmouth Planning Board for approval.

This report is based upon the appraiser's personal inspection of the 7.50-acre site. My opinion of the As Is Market Value, as defined, of the subject property, with an Extraordinary Assumption for a 14-lot affordable subdivision, as of April 30, 2024, is as follows:

LOT 7 @ 48 Benjamin Nye Lane

**ONE MILLION & EIGHT THOUSAND DOLLARS
\$1,008,000**

Should questions arise in connection with his report, or if I may be of further assistance to you in this matter or any other, please feel free to call upon me.

Respectfully submitted,

Joseph M. Clancy

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

CERTIFICATION OF APPRAISAL

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

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and they are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice* (“USPAP”) per *Standards Rule 2-2(a)*.
8. Mr. Joseph M. Clancy made a personal inspection of the property, which is the subject of this report on March 30, 2024, April 30, 2024, and previously on August 21, 2023. I also inspected all comparable sales used in developing the opinion of value.
9. No one provided significant real property appraisal assistance to the person signing this certification.
10. This appraisal report has been made in conformity with and is subject to the requirements of the Code of Professional Ethics and the Standards of Professional Conduct of the Massachusetts Board of Real Estate Appraisers, with which the Appraiser is affiliated.
11. I am appropriately licensed and certified to appraise the subject property in MA.
12. The signatory appraiser has provided prior services regarding the subject property in the prior 3 years.

Joseph M. Clancy

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

STATEMENT OF LIMITING CONDITIONS

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

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

STATEMENT OF LIMITING CONDITIONS (cont'd)

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

STATEMENT OF LIMITING CONDITIONS (cont'd)

13. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific compliance survey or analysis of this property to determine whether or not the physical aspects of the improvements are in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative impact upon the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible non-compliance with the requirements of ADA in estimating the value of the property.

14. The Gramm-Leach-Bliley Act was signed into law on November 12, 1999. The intent of the Act is to protect consumer's personal information obtained by a financial institution from being disclosed or released without notice and without the permission of the consumer. Compliance with the law became mandatory after July 1, 2001. These regulations apply to appraisers as well as other providers of financial services, and apply to nonpublic personal information, or personally identifiable financial information.

There is no Hypothetical Condition to this appraisal.

There is an Extraordinary Assumption to this appraisal that a 14 lot Subdivision with a Chapter 40B affordable development could be accomplished on this site.

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

PROPERTY APPRAISED:	Lot 7 Quaker Road (7.5-acre parcel) North Falmouth, MA
RIGHTS APPRAISED:	Fee Simple
VALUE APPRAISED:	Market Value
DATE OF APPRAISED VALUE	April 30, 2024
LEGAL REFERENCE:	Barnstable County Registry of Deeds Book 35830 Page 158, Doc:1,482,251 Certificate #233129 dated 6/8/2023 Book 35830 Page 165, Doc:1,482,251 Certificate #233129 dated 6/8/2023
INTENDED USER:	Habitat for Humanity of Cape Cod, Inc., & Executive Office of Housing and Livable Communities
RECORD OWNER:	LTC, LLC
SITE AREA:	<u>7.5 Acres</u>
HAZARDOUS WASTE CONDITIONS:	None Apparent
ZONING:	Residential – B - 40,000 SF
FLOOD ZONE:	Zone X - Non Flood Hazard Zone 25001C0513J, dated 7/16/2014
IMPROVEMENTS:	2,930 SF Dwelling, 1,080 SF Barn w/Loft, 600 SF Garage (<u>No Value</u>)
ESTIMATE OF EXPOSURE TIME:	6-12 Months
HIGHEST & BEST USE:	Residential – 14 lot Subdivision Chapter 40B Subdivision
EXTRAORDINARY ASSUMPTION:	Residential – 14 lot Subdivision Chapter 40B Subdivision
MARKET VALUE:	\$1,008,000

SUBJECT PHOTOS



Benjamin Nye Lane Steet Scene



Existing Driveway



DWELLING



DETACHED GARAGE



Site



BARN

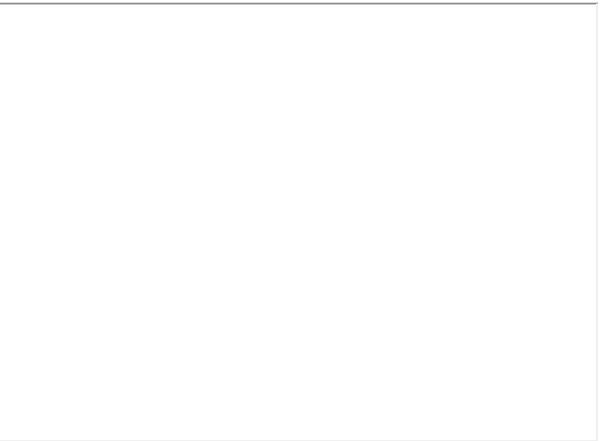
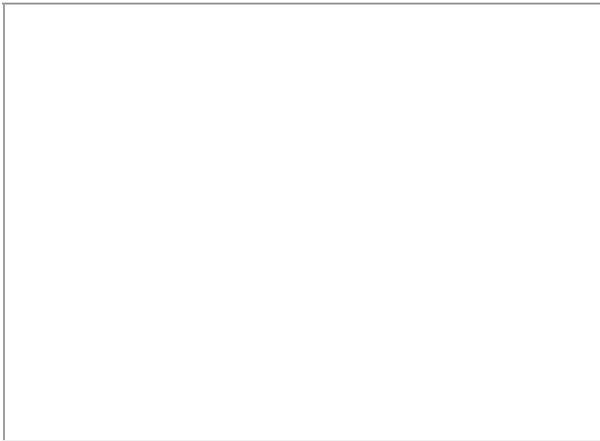
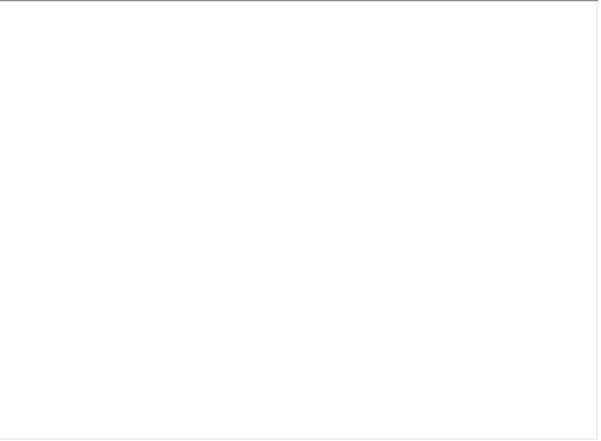
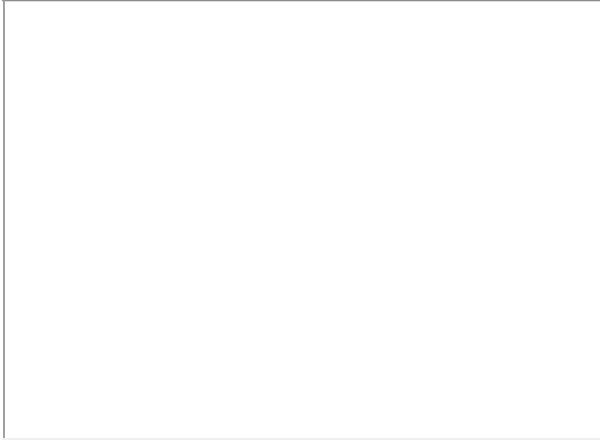
SUBJECT PHOTOS



Site



Site



INTENDED USE/USER OF THE APPRAISAL

The Intended Use of this Restricted Appraisal Report is to provide an opinion of the Market Value of the **7.5 acre portion** of the 56-acre site. The existing improvements are a 2,930 SF dwelling, a 1,080 SF barn w/loft, and a 600 SF detached garage that have no value and will be removed. The Intended User is Habitat for Humanity of Cape Cod, Inc., and Executive Office of Housing and Livable Communities. The Effective Date of the appraisal is April 30, 2024.

DEFINITIONS

Market Value is defined as:

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

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

Fee Simple Estate is defined as:

“Absolute ownership unencumbered by any other interest or estate subject only to the four powers of government.”²

¹ FIRREA, Office of the Comptroller of the Currency (Occ), Rule 12 CAR 34.42 (f)

² The Dictionary of Real Estate Appraisal, Fifth Edition, Appraisal Institute, Chicago, IL, Page 78.

SCOPE OF WORK

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

The first step was to inspect the property site and improvements in order to gain as much information as possible regarding the physical and functional features of the overall property. Joseph M. Clancy made a personal inspection of the property that is the subject of this report on April 30, 2024. The next phase of information gathering included obtaining a recorded deed, certified plot plan or recorded plan, and reviewing information at several town offices including the assessor's records, tax information, zoning bylaws and map, building department, and special permit granting authority.

The subject property was then evaluated within the context of the neighborhood and town as to its conformance with the nearby properties and town as to its conformance with the nearby properties and compliance with pertinent regulations. The four tests of Highest and Best Use are applied by using the above data, plus all available relevant market data regarding sales of vacant and/or improved properties, rentals, and costs estimates in order to analyze the property by the three standard approaches to value, the Cost Approach, the Sales Comparison Approach, and the Income Approach.

Once the Highest and Best Use has been estimated, the three approaches to value are fully evaluated and weighted appropriately, so that a final estimate of value can be made from all of the information gathered and analyzed. Finally, all necessary information is put into written report form in order that the reader of the report, assumed to have no prior knowledge of the property, can follow a logical sequence of the information that adequately describes the property, area, leads to, and supports the value conclusion as stated.

The Highest & Best Use will consider the Subdivision Study provided by Catalyst Architecture/Interiors Inc, with 14 residential lots.

The history of the subject real estate and in particular the permitting, and license process, was reviewed. All data was gathered from sources deemed reliable. These sources include present property owners, grantors, grantees, real estate brokers or their representatives, municipal records, MLS, and other publications. The verification of the data involved contacting grantors, grantees, real estate brokers, or their representatives, municipal record's, registries of deeds, and banks. The reporting was done according to Professional Standards of the Massachusetts Board of Real Estate Appraisers.

IDENTIFICATION AND HISTORY OF THE PROPERTY

Identification of Property:

Larger parcel:

48 Benjamin Nyes Road, North Falmouth, MA
Assessor's Map 05 02 022 004 – 55.698 Acres

Lot 7 Quaker Road, North Falmouth, MA

Assessor's Map 05 02 022 002 - 7.5 acres

OWNER OF RECORD/LEGAL DESCRIPTION

Quitclaim Deed - Title to **48 Benjamin Nyes Lane** with **55.698 acres** and **0 Quaker Road** with **.188 acres** is recorded in Book 35830 Page 158, Doc:1,482,251, Certificate #233129 in the Barnstable County Registry of Deeds, dated June 8, 2023 in the name of the LTC, LLC for consideration of **\$1,400,000** from Carol Healer and Karen Healer, Trustees of the Cape Properties Nominee Trust I.

Certificate of Title - Title to **48 Benjamin Nyes Lane** with **55.698 acres** and **0 Quaker Road** with **.188 acres** is recorded in Book 35830 Page 165, Doc:1,482,251, Certificate #233129 in the Barnstable County Registry of Deeds, dated June 8, 2023 in the name of the LTC, LLC for consideration of **\$1,400,000** from Carol Healer and Karen Healer, Trustees of the Cape Properties Nominee Trust I.

Note: Total consideration was \$2,800,000. The sites are both Registered Land and Unregistered Land; thereby, requiring a Deed and a Certificate of Title. NOTE: Both documents include 0 Moses Road. This beach lot is NOT included in the report. A copy of the deeds and Recorded Plan are attached.

Five-Year Sales History:

48 Benjamin Nye Lane last sold on 6/8/2023 for a total of \$2,800,000. Stephen Augusta reported he has had the land Under Agreement since 2018. No other sales have been reported. The properties have been offered for sale in 2023 for **\$5,950,000**.

Summary of Purchase and Sale Agreement:

Contract Date: January 18, 2024

Closing Date: January 15, 2025

Seller: LTC, LLC

Buyer: The 300 Committee Land Trust, Inc.

Purchase Price: \$2,677,500 (for a portion of 48 Benjamin Nyes Lane (Lot 1 & Lot 2))

Terms & Conditions: None.

IDENTIFICATION AND HISTORY OF THE PROPERTY

Summary of Purchase and Sale Agreement:

Contract Date: January 18, 2024

Closing Date: January 15, 2026

Seller: LTC, LLC

Buyer: The 300 Committee Land Trust, Inc.

Purchase Price: \$3,272,500 (for a portion of 48 Benjamin Nyes Lane & 0 Quaker Road (Lot 7 & Lot 2 on Land Court Plan No. 31569-B)

Terms & Conditions: None.

Summary of Habitat Memorandum of Understanding:

Contract Date: May 15, 2024

Closing Date: January 15, 2026

Seller: The 300 Committee Land Trust, Inc.

Buyer: Habitat For Humanity of Cape Cod, Inc.

Purchase Price: \$1,000,000 (for a portion of 48 Benjamin Nyes Lane (Lot 7 on BSS Design Plan dated April 30, 2024)

Terms & Conditions: TBD

RECORDED DEED

Bk 35830 P#158 #22817
06-08-2023 @ 01:22p

Doc#:1,482,251 06-08-2023 1:02
Ct#:233129
BARNSTABLE LAND COURT REGISTRY

MASSACHUSETTS STATE EXCISE TAX
BARNSTABLE LAND COURT REGISTRY
Date: 06-08-2023 @ 01:02pm
Ct#: 418 Doc#: 1482251
Fee: \$4,788.00 Cons: \$1,400,000.00

Quitclaim Deed

We, Carol Healer and Karen Healer, Trustees of the **Cape Properties Nominee Trust I**, u/d/t dated May 14, 2020, recorded in Barnstable Registry of Deeds in Book 33712, Page 202 and Barnstable District of the Land Court as Document No. 1,418,147, of 1 Lookout Farm Road, Natick, Middlesex County, Massachusetts, for consideration paid and in full consideration of One Million Four Hundred Thousand and 00/100 (\$1,400,000.00) Dollars,
Grants to LTC, LLC, a Massachusetts Limited Liability Company with a principal place of business located at 2 Bourne Cove Lane, East Falmouth, Massachusetts 02536,

With **QUITCLAIM COVENANTS**

BARNSTABLE COUNTY EXCISE TAX
BARNSTABLE LAND COURT REGISTRY
Date: 06-08-2023 @ 01:02pm
Ct#: 418 Doc#: 1482251
Fee: \$4,284.00 Cons: \$1,400,000.00

Recorded Land

PARCEL ONE:

all of our right title and interest in the undivided one-half (1/2) interest in that certain parcel of land situated in Falmouth, in the County of Barnstable and Commonwealth of Massachusetts, known as North Falmouth, bounded and described as follows:

- NORTHWESTERLY: by Lot 96 as shown on a plan entitled "Plan of Lots at Silver Beach, North Falmouth, Mass.", which plan is recorded with Barnstable Deeds;
- NORTHEASTERLY: by Beach Road as shown on said plan;
- SOUTHEASTERLY: by Lot 94 as shown on said plan; and
- SOUTHWESTERLY: by the harbor shore as shown on said plan.

Said lot being shown on said plan as Lot 95.

Property Address: 0 Moses Road, Falmouth, MA

Property Address: 0 Moses Road, Falmouth and 48 Benjamin Nyes Lane, Falmouth, Massachusetts

RECORDED DEED

Bk 35830 Pg159 #22817

Registered Land

PARCEL TWO:

All our right, title and interest in the undivided one-half (1/2) interest in that land situated in Falmouth, in the County of Barnstable and Commonwealth of Massachusetts, bounded and described as follows:

LOT 2
Plan 31569-A

LOT 4
Plan 31569-B

So much of Lot 2 as is included within the limits of the way twenty (20) feet wide, approximately shown on said plan, is subject to the rights of all persons lawfully entitled thereto in and over the same.

We, the Grantors named herein, do hereby voluntarily release all rights of Homestead, if any, as set forth in M.G.L. Chapter 188 and state that there are no other persons or person entitled to any Homestead rights.

Meaning and intending to convey the premises conveyed by Harry J. Healer, Jr., Richard L. Healer and Warren Healer, as Trustees of the Healer Nominee Trust to the Grantors by Deeds dated May 14, 2023 and recorded in Barnstable County Registry of Deeds in Book 33712, Page 197 and Barnstable District of the Land Court as Document No. 1,418,148 on Land Court Certificate of Title 152058.

Property Addresses: 48 Benjamin Nyes Lane and 0 Quaker Road, Falmouth, MA

SIGNATURE PAGES TO FOLLOW

RECORDED DEED

Bk 35830 Pg160 #22817

Witness my hand and seal this 6th day of June 2023

Cape Properties Nominee Trust I

By: Carol Healer
Carol Healer, Trustee

COMMONWEALTH OF MASSACHUSETTS

County of Norfolk

On this 6th day of June 2023, before me, the undersigned notary public, personally appeared Carol Healer, the above-named and proved to me through satisfactory evidence of identification, which was WDC, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose on behalf of the Trust.

[Signature]
Notary Public:
My Commission Expires: 1/1/2027



Recorded Deed

Bk 35830 Pg161 #22817

Executed under the pains and penalties of perjury this 6 day of June 2023.

Cape Properties Nominee Trust I

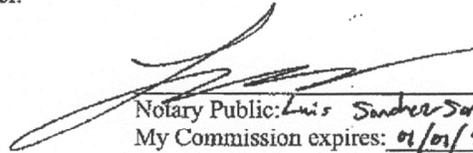


By: Karen Healer, Trustee

DISTRICT OF COLUMBIA

WASHINGTON, ss

On this 6th day of June, 2023, before me, the undersigned Notary Public, personally appeared Karen Healer, proved to me through satisfactory evidence of identification, which was DC Drivers License, to be the person whose signed the preceding or attached document in my presence, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of her knowledge and belief.



Notary Public: Luis Sanchez-Sorto
My Commission expires: 01/01/2027

LUIS MAJIN SANCHEZ-SORTO
Notary Public, District of Columbia
My Commission Expires 01/01/2027



LAND COURT DEED DOCUMENT

Bk 35830 Pg 165 #22818
06-08-2023 @ 01:22p

Doc: 1,482,252 06-08-2023 1:02
Ct#: 233129

BARNSTABLE LAND COURT REGISTRY

NOT
AN
OFFICIAL
COPY

MASSACHUSETTS STATE EXCISE TAX
BARNSTABLE LAND COURT REGISTRY
Date: 06-08-2023 @ 01:02pm
Ct#: 419 Doc#: 1482252
Fee: \$4,788.00 Cons: \$1,400,000.00

NOT AN OFFICIAL COPY
NOT AN OFFICIAL COPY
Quitclaim Deed
NOT AN OFFICIAL COPY

We, Carol Healer and ~~Karen Healer~~, Trustees of the ~~Cape Properties~~ **Nominee Trust II**, u/d/t dated May 14, 2020, recorded in Barnstable Registry of Deeds in Book 35801, Page 290 and Barnstable District of the Land Court as Document No. 1,480,224, of 1 Lookout Farm Road, Natick, Middlesex County, Massachusetts, for consideration paid and in full consideration of One Million Four Hundred Thousand and 00/100 (\$1,400,000.00) Dollars, **Grants to LTC, LLC**, a Massachusetts Limited Liability Company with a principal place of business located at 2 Bourne Cove Lane, East Falmouth, Massachusetts 02536,

With **QUITCLAIM COVENANTS**

BARNSTABLE COUNTY EXCISE TAX
BARNSTABLE LAND COURT REGISTRY
Date: 06-08-2023 @ 01:02pm
Ct#: 419 Doc#: 1482252
Fee: \$4,284.00 Cons: \$1,400,000.00

Recorded Land

PARCEL ONE:

all of our right title and interest in the undivided one-half (1/2) interest in that certain parcel of land situated in Falmouth, in the County of Barnstable and Commonwealth of Massachusetts, known as North Falmouth, bounded and described as follows:

- NORTHWESTERLY: by Lot 96 as shown on a plan entitled "Plan of Lots at Silver Beach, North Falmouth, Mass.", which plan is recorded with Barnstable Deeds;
- NORTHEASTERLY: by Beach Road as shown on said plan;
- SOUTHEASTERLY: by Lot 94 as shown on said plan; and
- SOUTHWESTERLY: by the harbor shore as shown on said plan.

Said lot being shown on said plan as Lot 95.

Property Address: 0 Moses Road, Falmouth, MA

Property Address: 0 Moses Road, Falmouth and 48 Benjamin Nyes Lane, Falmouth, Massachusetts

LAND COURT DEED DOCUMENT

Bk 35830 Pg166 #22818

NOT AN OFFICIAL COPY NOT AN OFFICIAL COPY

NOT AN OFFICIAL COPY Registered Land NOT AN OFFICIAL COPY PARCEL TWO

All our right, title and interest in the undivided one-half (1/2) interest in that land situated in Falmouth, in the County of Barnstable and Commonwealth of Massachusetts, bounded and described as follows:

LOT 2 Plan 31569-A

LOT 4 Plan 31569-B

So much of Lot 2 as is included within the limits of the way twenty (20) feet wide, approximately shown on said plan, is subject to the rights of all persons lawfully entitled thereto in and over the same.

We, the Grantors named herein, do hereby voluntarily release all rights of Homestead, if any, as set forth in M.G.L. Chapter 188 and state that there are no other persons or person entitled to any Homestead rights.

Meaning and intending to convey the premises conveyed by Harry J. Healer, Jr. and Richard L. Healer, as Trustees of the Trust U/W/O Harry Healer to the Grantors by Deeds dated May 14, 2023 and recorded in Barnstable County Registry of Deeds in Book 35801, Page 297 and Barnstable District of the Land Court as Document No. 1,480,225 on Land Court Certificate of Title 152058.

Property Addresses: 48 Benjamin Nyes Lane and 0 Quaker Road, Falmouth, MA

SIGNATURE PAGES TO FOLLOW

LAND COURT DEED DOCUMENT

Bk 35830 Pg167 #22818

NOT AN OFFICIAL COPY Witness my hand and seal this 6th day of June 2023 NOT AN OFFICIAL COPY

NOT AN OFFICIAL COPY Cape Properties Nominee Trust II By: Carol Healer, Trustee

COMMONWEALTH OF MASSACHUSETTS

County of Norfolk

On this 6th day of June 2023, before me, the undersigned notary public, personally appeared Carol Healer, the above-named and proved to me through satisfactory evidence of identification, which was [signature], to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose on behalf of the Trust.

[Signature] Notary Public: My Commission Expires: 1/1/2027



LAND COURT DEED DOCUMENT

Bk 35830 Pg168 #22818

NOT AN OFFICIAL COPY Witness my hand and seal this 6th day of June 2023 NOT AN OFFICIAL COPY

NOT AN OFFICIAL COPY Cape Properties Nominee Trust II By: [Signature] Karen Healer, Trustee

STATE OF DC County of N/A

On this 6th day of June 2023, before me, the undersigned notary public, personally appeared Karen Healer, the above-named and proved to me through satisfactory evidence of identification, which was DC Drivers License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose on behalf of the Trust.

[Signature] Notary Public: Luis Sanchez-Sorto My Commission Expires: 01/01/2027

LUIS MAJIN SANCHEZ-SORTO Notary Public, District of Columbia My Commission Expires 01/01/2027



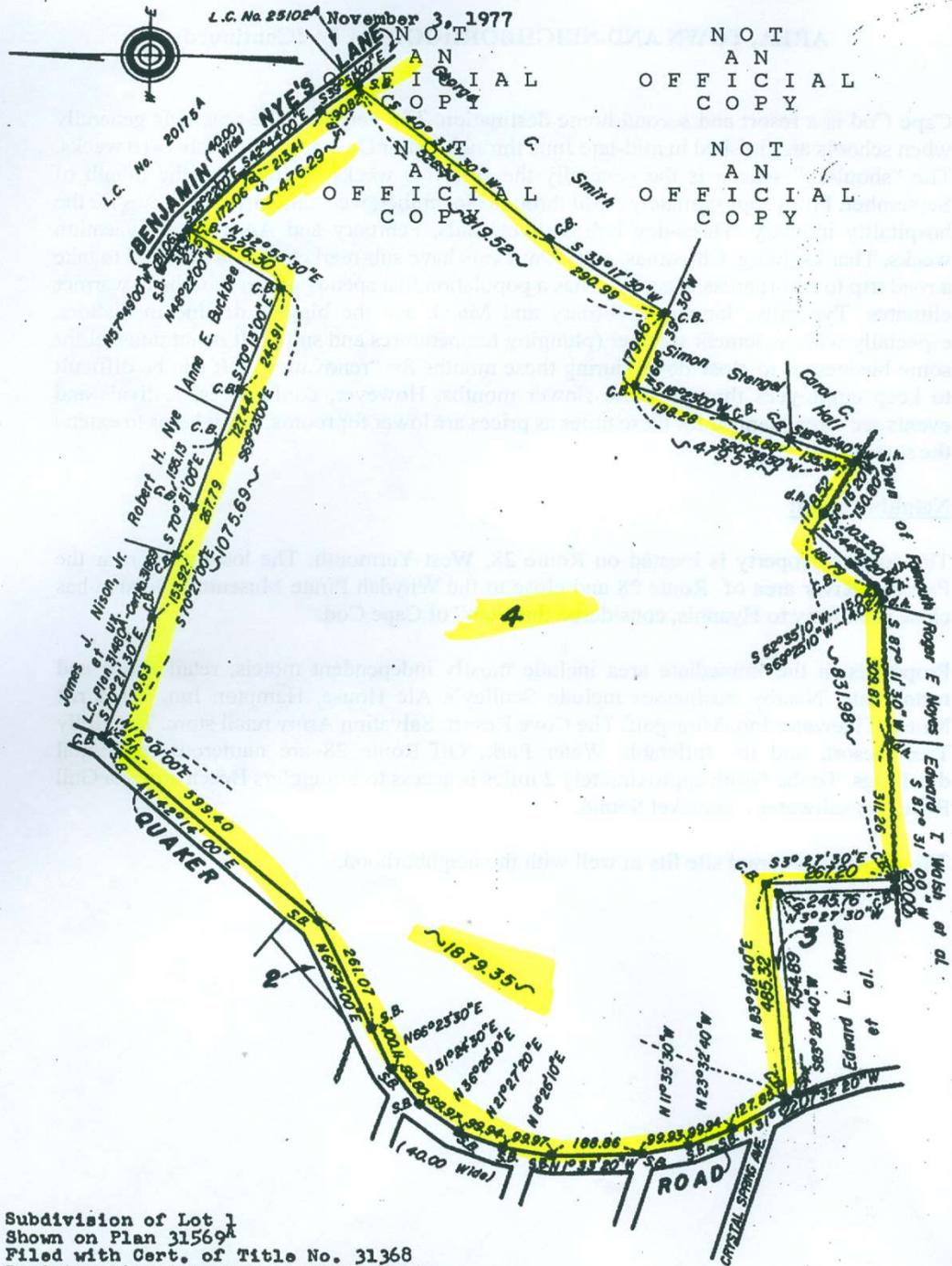
LAND COURT PLAN

SUBDIVISION PLAN OF LAND IN FALMOUTH

Wm. M. Warwick & Assoc., Surveyors

31569^B

L.C. No. 25102^A November 3, 1977



NOT AN OFFICIAL COPY
NOT AN OFFICIAL COPY
NOT AN OFFICIAL COPY

Subdivision of Lot 1
Shown on Plan 31569^A
Filed with Cert. of Title No. 31368
Registry District of Barnstable County
Separate certificates of title may be issued for land
shown hereon as 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

DEC. 6, 1977. *Jesson M. Maloney*
Deputy Recorder

Copy of part of plan
filed in
LAND REGISTRATION OFFICE
DEC. 6, 1977
Scale of this plan 240 feet to an inch
R.L. Woodbury, Engineer for Court

ESTIMATED MARKETING TIME/EXPOSURE TIME

The marketing period for a property such as the subject is variable depending on many factors such as the style and extent of market exposure, the availability of financing and the extent of competitive offerings. For the purpose of this appraisal, it is assumed that a reasonable time is allowed for exposure in the open market prior to the specified date of value. There has been low sales activity of dwellings on large sites in Falmouth and the surrounding Towns during the past year. The average marketing time for estate sized dwelling properties has been 6-12 months. Although marketing periods are difficult to estimate, I am of the opinion that, properly promoted, the subject property could be sold within 6-12 months of the date first offered for sale on the open market.

Marketing time is defined as the amount of time it might take to sell a property interest at the Market Value level during the period immediately after the effective date of an appraisal. Exposure time is the amount of time it might take to sell a property interest at the Market Value level during the period immediately before the effective date of an appraisal.

Exposure Time is estimated to be less than 12 months.

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

AREA, TOWN, AND NEIGHBORHOOD DATA

Area:

The subject property is located on **Quaker Road and Benjamin Nye Lane**, in the North Falmouth village of the Town of Falmouth, Barnstable County, Massachusetts. Falmouth is one of 15 towns located on the peninsula known as Cape Cod, jutting out into the Atlantic Ocean from the southeastern most corner of the Massachusetts mainland. Traditionally, Cape Cod has attracted mostly retirement and tourist populations to an area rural in nature and dominated by the forces of the sea. The population experienced a period of dramatic growth during the 1980's and 1990's, resulting in a change from rural to generally suburban character. The Cape Cod area saw an influx of foreign workers to the workforce, who have settled in the area and established long-term ties. During this time, every town on Cape Cod experienced "growing pains", consisting primarily of an inability of municipal services to keep up with the growth combined with significant threats to the natural environment. The slowdown in the economy has resulted in reduced budgets, reduced staffing, and a cutback in services for residents and visitors. The residential real estate market peaked in 2005 and began a rapid descent which only recently started to stabilize in 2010.

Starting in 2011, and continuing from 2012 into 2019, the market improved with increases in the number of sales and an upward 4% to 6% increase in sales price. Then in 2020, the market jumped 18.62% based on the effects of the Pandemic. The market then increased 20.45% in 2021, 5.52% in 2022, and 4.70% in 2023.

The county voters overwhelmingly voted to adopt a formal County Charter in the 1988 election and then adopted the Cape Cod Commission in 1990. These aspects of county government are intended to allow the county to act and function as a more cohesive regional entity in matters of environmental protection, coastal management, transportation, affordable housing, economic development, and other regional priorities that transcend town boundaries in their scope and impact.

Town:

Falmouth encompasses an area of 44.52 square miles, including 1,740 acres of freshwater ponds and about 1,500 acres of sheltered saltwater bays and harbors. The town enjoys extensive shoreline on Buzzards Bay and Vineyard Sound. Falmouth is located in an area known as the "Upper Cape" which also includes the towns of Sandwich, Bourne, and Mashpee. The bridges across the Cape Cod Canal leading to all points north and west are both in the Town of Bourne and approximately 18 miles north. Hyannis, the hub of Cape Cod, is approximately 18 miles northeast.

The town's 32,517 year-round residents live in the eight distinct villages of North Falmouth, West Falmouth, Woods Hole, Falmouth, Teaticket, Hatchville, East Falmouth, and Waquoit. Estimates place the summer population at two-and-a-half times the year-round number.

AREA, TOWN, AND NEIGHBORHOOD DATA (Continued)

Woods Hole has been a center for scientific research for more than a century. Today it is a major center for marine study, with the Woods Hole Oceanographic Institute, Marine Biological Laboratory and laboratories of the National Marine Fisheries Service and the U.S. Geological Survey. Also located in Woods Hole are an U. S. Coast Guard station and a growing fishing community.

The Woods Hole, Martha's Vineyard and Nantucket Steamship Authority is based in the village of Woods Hole, with a fleet of six ferries that carry passengers, vehicles, and freight to the islands.

Falmouth has grown more slowly than many of the Cape's towns during the past twenty years. U.S. Census figures reported a 1980 population of 23,640, a 1990 population of 27,890 (an 18% increase over 1980), and a 2000 population of 32,347 (a 16% increase over 1990). The 2010 population was 31,215 a decrease of 3%. The 2020 population was 32,517 an increase of 4.17%.

Falmouth is located in Southeastern Massachusetts, situated on the shoulder, or southwest end, of Cape Cod. Bordered by Bourne and Sandwich on the north; Mashpee on the east; Buzzards Bay on the west; and Gosnold, Vineyard Sound, and Nantucket Sound on the south. Falmouth is 72 miles southeast of Boston and 239 miles from New York City.

Total Area:	54.44 sq. miles
Land Area:	44.26 sq. miles
Population:	32,517 (2020 US Census)
Regional Planning Agency	Cape Cod Commission

Economy/Market Analysis:

The Dow Jones Industrial Average is currently at 39,799. The Ukraine war with Russia led to problems worldwide with fuel and grain supplies. The Dow's rise reflects the financial recovery from the worldwide Coronavirus Pandemic (2020-2022). Shortage of materials used in manufacturing and construction had caused inflation to rise to about 7% by 2023. In 2024, inflation has been decreasing and gasoline prices are increasing.

Mortgage activity during the Pandemic was active when rates were as low as 2.75% and home sales are active with values rapidly increasing. The unemployment rate is at near-record lows, 3.6% nationally. Unemployment in Falmouth and on Cape Cod is relatively low, with a seasonal nature of the area. Foreign J1 workers are re-entering the workplace to bolster the need for staffing during the summer tourist season. Currently, interest rates are about 7.70% and the Fed increased the prime lending rate to 8.50% in July 2023, owing to continuing concerns about inflation.

AREA, TOWN, AND NEIGHBORHOOD DATA (Continued)

Commercial Market:

Recent interviews with area Commercial Real Estate brokers indicate an improving commercial market including all categories. During the years 2005 - 2009, the commercial market was adversely affected, along with the collapse of the sub-prime mortgage market. The market has rebounded as there is new construction of commercial buildings in all sections of Falmouth.

According to the Cape Cod Multiple Listing Service, at this time, there are 10 commercial properties available for purchase in the Falmouth area. The asking prices range from \$299,000 to \$2,500,000. The uses range from office, retail, condo, restaurant to warehouse. The *Seacrest* oceanfront hotel resort sold for \$29,450,330 on 1/19/2021. The *BBC* pub/restaurant along with 24 motel units sold on 5/18/2021 for \$5,600,000. The *Tides Motel* with 29 oceanfront motel units sold on 11/21/2020 for \$2,600,000, then resold for \$3,000,000 on 5/26/2021. *LandmarkMD* recently demolished a former 1,776 SF gasoline service station and constructed a 5,100 SF Urgent Care medical clinic at 40 Davis Straits. A new 10,000 SF furniture showroom for *Habitat* was constructed on Gifford Street Extension and recently occupied.

An affordable apartment complex for seniors is under construction by the Falmouth Housing Authority at the site of the former *Cape Cod Five Bank* on Main Street.

Since 2022 in MLS there have been 11 commercial property sales in Falmouth from \$147,500 to \$1,695,000. Currently in MLS there is one mixed-use commercial property for sale in North Falmouth at \$749,000. There were 8 non-MLS sales from \$416,000 to the Seacrest hotel sale at \$55,377,000.

Residential:

Starting in 2016 to 2019, the Falmouth residential market increased at a rate between 2.56% to 6.93% per year. Then in 2020 with the Pandemic, the market jumped 18.62% and has remained steady at +20.45% in 2021, 5.52% in 2022, and 4.70% in 2023. MLS reports 63 Active Listings for Sale from \$449,000 to \$11,000,000, with a median price of **\$1,858,855.**

MLS reports 50 Pending Listings from \$250,000 to \$2,999,000 with a median price of **\$939,048.** MLS reports 114 Closed Sales in 2024, with a median price of **\$915,492.**

Falmouth residential real estate has increased in 2022, 2023, & 2024 due to a run up of sales and a shortage of inventory. Buyers are coming to Cape Cod and escaping urban areas.

AREA, TOWN, AND NEIGHBORHOOD DATA (Continued)

Falmouth, MA - Median Sales Price - Calendar Year				
Year	Period	1-Fam	Condo	All
2024	Jan - May	\$721,000	\$534,500	\$687,500
2023	Jan - Dec	\$690,000	\$530,000	\$660,000
2022	Jan - Dec	\$659,500	\$530,250	\$634,500
2021	Jan - Dec	\$625,000	\$465,000	\$571,750
2020	Jan - Dec	\$516,000	\$410,000	\$497,000

Neighborhood:

The subject property is located on a paved 40' Town Road on Benjamin Nye Lane in the North Falmouth area of Falmouth, MA. The location is 6 miles north east of Falmouth village center on Route 28, where there are many stores, shops, gas stations, motels, and Town buildings. This area of North Falmouth is primarily residential use neighborhoods with ocean access on Buzzards Bay to the West at Old Silver Beach or Megansett Beach.

The subject is three miles North of Falmouth High School and the new Habitat Store of Gifford Street Extension.

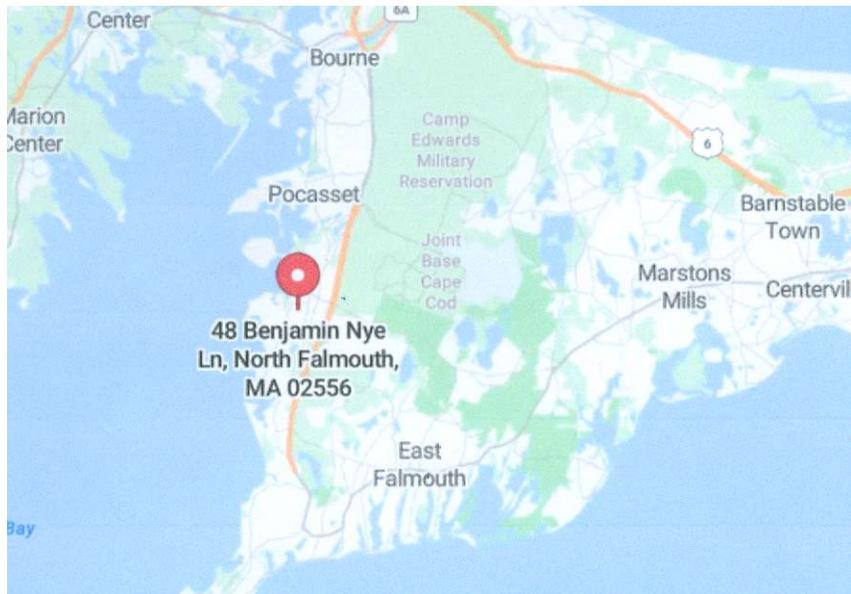
The village of North Falmouth is located .5-mile East on Old Main Road. This is a Historic District with many antique dwellings over 150 years old. There is a North Falmouth Elementary School .5 mile southeast on Old Main Road.

The subject use as a large residential 7.5-acre undeveloped site that is suitable for residential development conforms well to the immediate neighborhood.

NEIGHBORHOOD MAP



REGIONAL MAP



PROPERTY DATA

Larger Parcel is defined as:

The larger parcel as defined by the Uniform Appraisal Standards for Federal Land Acquisitions, 2016 Edition (Yellow Book), is “that tract, or those tracts, of land that possess a unity of ownership and have the same, or an integrated, highest, and best use. Elements to be considered in determining the larger parcel are contiguity (or proximity) as it bears on the highest and best use of the property, unity of ownership, and unity of highest and best use.” **Larger Parcel** is similarly described in The Dictionary of Real Estate Appraisal, 6th Edition, published by the Appraisal Institute as “the tract, or tracts of land that are under the beneficial control of a single individual or entity and have the same, or an integrated, highest and best use.”¹

¹ The Dictionary of Real Estate Appraisal, 6th ed. (Chicago: Appraisal Institute, 2015)

The **Larger Parcel** contains **55.70 acres** of land improved with a 2,930 SF 7-bedroom dwelling. The dwelling was built in 1870 and is in poor to fair condition. There is a detached barn and detached garage. **The site is shown as Lot 4 on Land Court Plan 31569-B.** There is 476.29’ of road frontage on Benjamin Nye Lane and 1,879.35’ on Quaker Road. Utilities consist of overhead Electric, telephone, & cable TV, town water, and natural gas. *No information was available about cesspool or septic system to the dwelling.*

After a review of the BSS Design Preliminary Development Plan dated February 12, 2024 for the 300 Committee Land Trust, there are five (5) separate wetlands on the Larger Parcel. The wetlands are along the perimeter of the site with 29,732 SF, 3,919 SF, 24,473 SF, 39,890 SF, & 50,809 SF. **The total is 3.703 Acres of wetlands.** The site is densely wooded and has a long gravel driveway from Benjamin Nye Lane. There is a mix of scrub oak, scrub pine, deciduous trees, understory with extensive poison ivy. There are no views or onsite amenities. There is a partially overgrown path. The GIS Map shows rolling land with Elevations ranging from 24’ at the driveway on Benjamin Nye Lane to 14’ at the wetland on Quaker Road. The house site appears to be the highest elevation at 44’.

Subject site - Lot 7 Benjamin Nye Lane:

Based on a BSS Design Preliminary Development Plan dated February 12, 2024, the Larger Parcel will be divided into 4 Parcels for the purpose of conveyancing, partial development, mitigation, and then recording a Conservation Restriction. **Lot 7 Benjamin Nye Lane** with 7.50 Acres of vacant **upland** has 476.29 L/F +/- of road frontage on Benjamin Nye Lane. There are no views or onsite amenities. The GIS Map shows rolling land with Elevations at about 14’, with **no wetland**. The site is heavily forested with scrub oak, pine, and understory and is cleared only around the dwelling and outbuildings.

PROPERTY DATA

Lot 7 is in a Non-Hazard Flood Zone X per map 25001C0734J dated July 16, 2014. The site is fully within a Three Coastal Pond Overlay Districts and is within Natural Heritage Endangered Species Program (NHESP), Priority Habitat of Rare Species codified under the Massachusetts Endangered Species Act (MESA).

Soil:

According to the attached Barnstable County Soil Survey Map, most of the soil is classified as *Merrimac Sandy Loam (MeA)*, which is defined as “very deep, nearly level, well-drained soil is mainly in broad areas on outwash plains”. This soil type covers the major portion of the land and would be suitable for single family dwellings.

A copy of the map page and more extensive description follows in the report.

Zoning:

The Larger Parcel and Lot 7 are located in the Residential B – RB Zoning District, that requires a minimum lot area of **40,000 SF**, 100 feet of road frontage, and 125 feet of average width. Principal permitted uses are single family dwellings. A Planned Residential Development – PRD, can be permitted for parcels over 20 acres, per Falmouth Planning Board and Falmouth Zoning regulations. **There has been NO referral to the Cape Cod Commission. The Larger Parcel acreage amount is above the Cape Cod Commission threshold of 30 Acres. The subject 14 lot Subdivision Chapter 40B development is exempt from zoning and Cape Cod Commission review.**

In 2018, the Cape Cod Commission increased Open Space requirements to 3 to 1 or 75% Open Space. This requires significant mitigation to allow development of the site.

Overlay Districts:

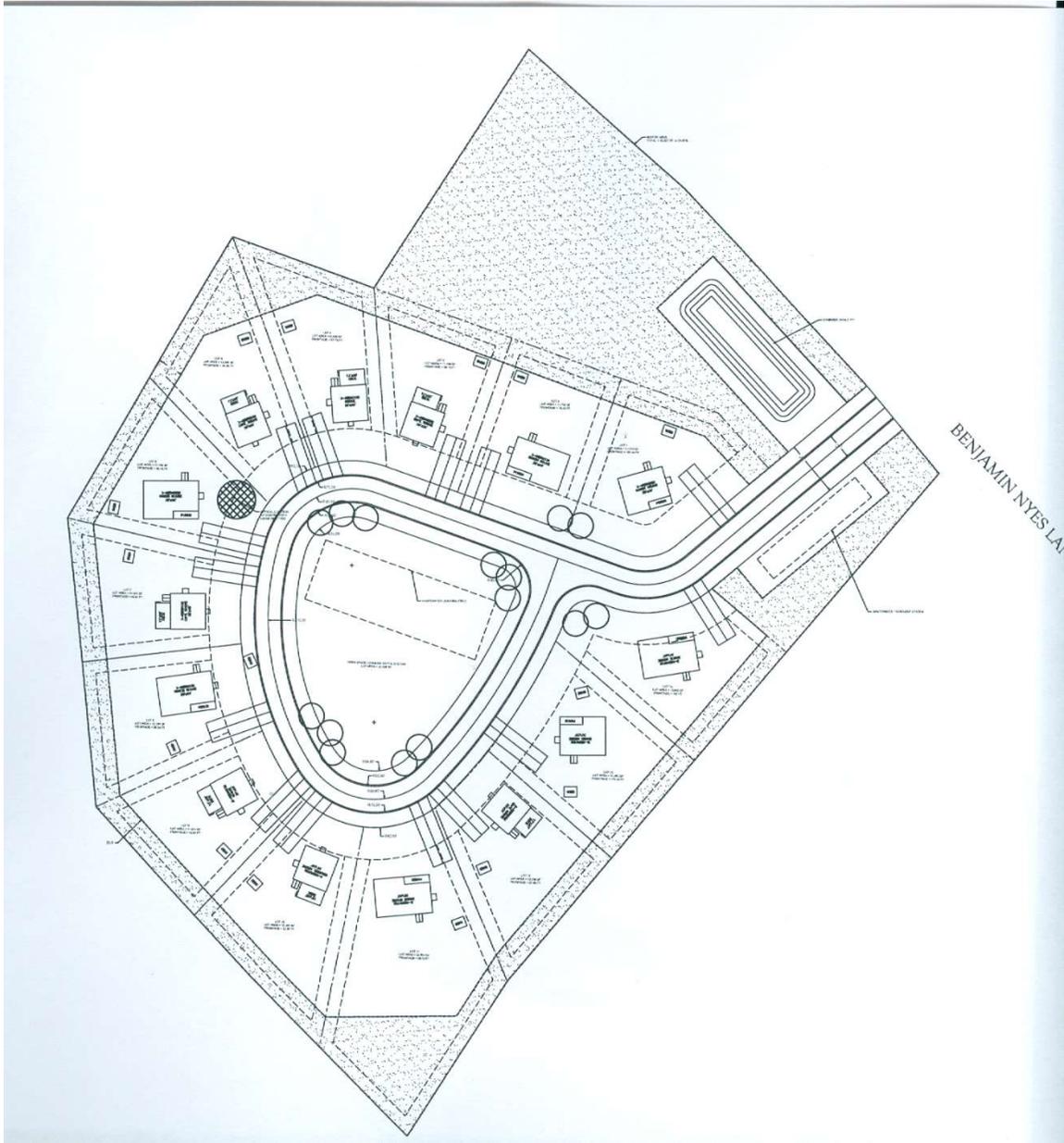
The Larger Parcel lies entirely within the three Coastal Pond Overlay Districts. They are the Rands Canal, Wild Harbor, and Fiddlers Cove.

The Larger Parcel lies entirely within NHESP Priority Habitat of Rare Species Overlay District. This requires an application and approval from Natural Heritage for development of the site.

The Water Resources Analyst Tara Lewis at the Cape Cod Commission was interviewed for this appraisal. In her opinion, the three Coastal Pond Districts adversely affect the site. She stated that the Commission regulations allow **ZERO Nitrogen** on this site. This information is found in *CC Commission Objective WR3 – protect, preserve, and restore*

marine resources. This prevents standard Title 5 Septic Systems, De-Nitrification Septic Systems, and Community Septic Systems. Town Sewer is the **ONLY** allowable/approvable option to handle wastewater on this site for a conventional development. Amy Lowell, Falmouth Sewer Superintendent, indicated that the nearby New Silver Beach Treatment Plant will **NOT** be able to provide wastewater treatment for any standard residential development of Larger Parcel known as 48 Benjamin Nye Lane. **The Larger Parcel and subject site is also regulated by the MA Endangered Species Act. This requires a 1:1.5 ratio of protected land for affected Species of Special Concern.**

PRELIMINARY SUBDIVISION PLAN



of desirable plants. Proper stocking rates, timely grazing, and restricted use during wet periods help to maintain plant density and minimize surface compaction.

This soil is poorly suited to woodland because of the droughtiness. Thinning dense stands to standard stocking levels results in more vigorous tree growth. Diseased, deformed, and otherwise undesirable trees should be removed when the stands are thinned. The most common trees are pitch pine, scrub oak, scarlet oak, white oak, and black oak. Generally, these trees are of poor quality and seldom attain heights of more than 35 feet.

Few limitations affect the use of this soil as a site for buildings with or without basements. The droughtiness is a limitation affecting lawns and shallow-rooted trees and shrubs. Adding a layer of topsoil and frequently watering during dry periods help to overcome this limitation.

This soil readily absorbs but may not adequately filter the effluent in septic tank absorption fields. The poor filtering capacity may result in the pollution of ground water. The hazard of pollution increases with the density of housing. Precautionary measures may be necessary in some areas.

The capability subclass is IVs.

CcB—Carver loamy coarse sand, 3 to 8 percent slopes. This very deep, gently sloping, excessively drained soil generally is in broad areas on outwash plains but is also in areas of sandy glacial lake deposits. It makes up approximately 5.1 percent (12,888 acres) of the survey area. It is mapped mainly in the Enfield-Merrimac-Carver general soil map unit. Areas are irregular in shape and range from 5 to 200 acres in size.

Typically, the surface is covered with an organic layer. This layer is about 2 inches of loose, undecomposed pine needles, leaves, and twigs and 1 inch of matted, partly decomposed and well decomposed organic material. The surface layer is light brownish gray, very friable loamy coarse sand about 3 inches thick. The subsoil is coarse sand about 33 inches thick. The upper 10 inches is strong brown and very friable, the next 9 inches is yellowish brown and very friable, and the lower 14 inches is brownish yellow and loose. The substratum to a depth of 65 inches or more is light yellowish brown, loose coarse sand.

Included with this soil in mapping are small areas of Eastchop, Enfield, Hinckley, and Merrimac soils and areas where slopes are less than 3 percent or more than 8 percent. Included soils make up about 20 percent of this unit.

Permeability is very rapid in the subsoil and

substratum of the Carver soil. Available water capacity is very low. The soil is droughty in late summer. Depth to the seasonal high water table is more than 6 feet.

Most areas are used as woodland. Many areas have been developed for homesites, and a few areas are farmed.

This soil is poorly suited to cultivated crops. The low available water capacity and the susceptibility to erosion are management concerns. Irrigation is needed for most cultivated crops. Mixing plant residue and manure into the surface layer increases the available water capacity. Farming on the contour or across the slope, terracing, stripcropping, including grasses and legumes in the crop rotation, growing cover crops, and applying a system of conservation tillage help to control runoff and erosion.

This soil is poorly suited to hay and pasture. The main management objective is the prevention of overgrazing, which reduces the hardiness and density of desirable plants. Proper stocking rates, timely grazing, and restricted use during wet periods help to maintain plant density and minimize surface compaction.

Because of the droughtiness, this soil is poorly suited to woodland. Thinning dense stands to standard stocking levels results in more vigorous tree growth. Diseased, deformed, and otherwise undesirable trees should be removed when the stands are thinned. The most common trees are pitch pine, scrub oak, scarlet oak, and white oak. Generally, these trees are of poor quality and seldom attain heights of more than 35 feet.

Few limitations affect the use of this soil as a site for buildings with or without basements. The droughtiness is a limitation affecting lawns and shallow-rooted trees and shrubs. Adding a layer of topsoil and frequently watering during dry periods help to overcome this limitation.

This soil readily absorbs but may not adequately filter the effluent in septic tank absorption fields. The poor filtering capacity may result in the pollution of ground water. The hazard of pollution increases with the density of housing. Precautionary measures may be necessary in some areas.

The capability subclass is IVs.

CdA—Carver coarse sand, 0 to 3 percent slopes.

This very deep, nearly level, excessively drained soil is in broad areas on outwash plains. It makes up approximately 6.4 percent (16,446 acres) of the survey area. It is mapped mainly in the Carver general soil map unit. Areas are irregular in shape and range from 5 to 1,500 acres in size.

Typically, the surface is covered with an organic layer. This layer is about 1 inch of loose,

These soils are limited as sites for septic tank absorption fields because the Carver soil may not adequately filter the effluent and the Hinesburg soil does not readily absorb the effluent. Because of the poor filtering capacity, the pollution of ground water is a hazard. In areas where the Hinesburg soil is underlain by sandy and gravelly material, excavations that extend to this material generally can overcome the restricted permeability. The slope is an additional limitation. It can be overcome by installing the distribution lines on the contour or in areas that were graded during construction of the dwelling. Onsite investigation is needed to determine the suitability of a given area and the measures needed to overcome the limitations. The capability subclass is VII.

DeA—Deerfield loamy fine sand, 0 to 5 percent slopes. This very deep, nearly level and gently sloping, moderately well drained soil is in depressions, swales, and low areas adjacent to streams and ponds. It is on outwash plains and in areas of glacial lake deposits. It makes up about 0.4 percent (1,116 acres) of the survey area. It is mapped throughout the county. Areas are irregular in shape and range from 5 to 30 acres in size.

Typically, the surface is covered with an organic layer. This layer is about 2 inches of loose, undecomposed leaves and twigs and 1 inch of partly decomposed and well decomposed organic material. The surface layer is friable loamy fine sand about 10 inches thick. The upper 1 inch is dark gray, and the lower 9 inches is dark brown. The subsoil is about 19 inches thick. The upper 14 inches is yellowish brown, loose fine sand, and the lower 5 inches is light yellowish brown, mottled, loose sand. The substratum to a depth of 65 inches or more is light olive brown, mottled, stratified, loose sand and gravel.

Included with this soil in mapping are small areas of Amostown, Carver, Eastchop, Pipestone, and Sudbury soils. These soils make up about 20 percent of this unit.

Permeability is rapid in the subsoil of the Deerfield soil and rapid or very rapid in the substratum. Available water capacity is low. Depth to the seasonal high water table is 1.5 to 3.0 feet in winter and early spring.

Most areas are used as woodland. Some areas are used as cropland, and a few areas have been developed for homesites.

This soil is suited to cultivated crops. The seasonal high water table and the low available water capacity are management concerns. The seasonal high water table commonly keeps the soil wet in early spring and delays farming activities. Irrigation is generally needed for the optimum growth of most cultivated crops during dry periods. Mixing crop residue and manure into the surface layer helps to maintain good tilth and increases

the available water capacity. Establishing diversions, growing cover crops, stripcropping, and farming across the slope or on the contour reduce the risk of erosion in gently sloping areas.

This soil is suited to hay and pasture. The main management objective is the prevention of overgrazing, which reduces the hardness and density of desirable plants and exposes the soil to erosion. Proper stocking rates, timely grazing, and restricted use during wet periods help to maintain plant density and minimize surface compaction.

This soil is fairly well suited to woodland. Seedling mortality is moderate because of the droughtiness. Minimizing surface disturbance helps to retain a spongelike mulch of leaves, which absorb precipitation. Designing regeneration cuts to optimize shade and reduce the rate of evapotranspiration helps to maintain the limited moisture supply. The most common trees are white oak, pitch pine, scarlet oak, and red maple.

The seasonal high water table is a limitation if this soil is used as a site for dwellings with or without basements or as a site for septic tank absorption fields. Additions of fill and a regional drainage system help to overcome the wetness. Because of the rapid or very rapid permeability in the substratum, the soil may not adequately filter the effluent in septic tank absorption fields. The poor filtering capacity may result in the pollution of ground water. The hazard of pollution increases with the density of housing.

The capability subclass is IIIw.

Dm—Dumps, landfill. This map unit consists of areas used for residential or commercial trash disposal. It makes up about 0.1 percent (366 acres) of the survey area. It is mapped in isolated areas throughout the county. Most areas range from 10 to 100 acres in size.

Dumps are commonly called landfills or sanitary landfills and consist mostly of paper, metal, plastic, glass, rubble, cinders, and organic debris. The characteristics of each area vary, depending on the kinds of refuse and the manner in which it has been deposited and packed. All areas are subject to some degree of subsidence.

Included in this unit in mapping are sand and gravel pits and a few areas that have been reclaimed and revegetated.

Onsite investigation is needed to determine the suitability of areas of this unit for alternative land uses. No capability subclass is assigned.

Dn—Dune land. This map unit consists of nearly level to very steep areas of shifting, windblown sand (fig. 9). These areas are devoid of vegetation. They make up approximately 0.4 percent of the survey area.

FLOOD MAP



PROPERTY DATA (cont'd)

Assessment and Taxes:

According to the Assessor's records for the Town of Falmouth, the subject real estate is identified and assessed in fiscal year 2024 as follows:

Larger Parcel 48 Benjamin Nyes Lane
Assessor's ID 05 02 022 04

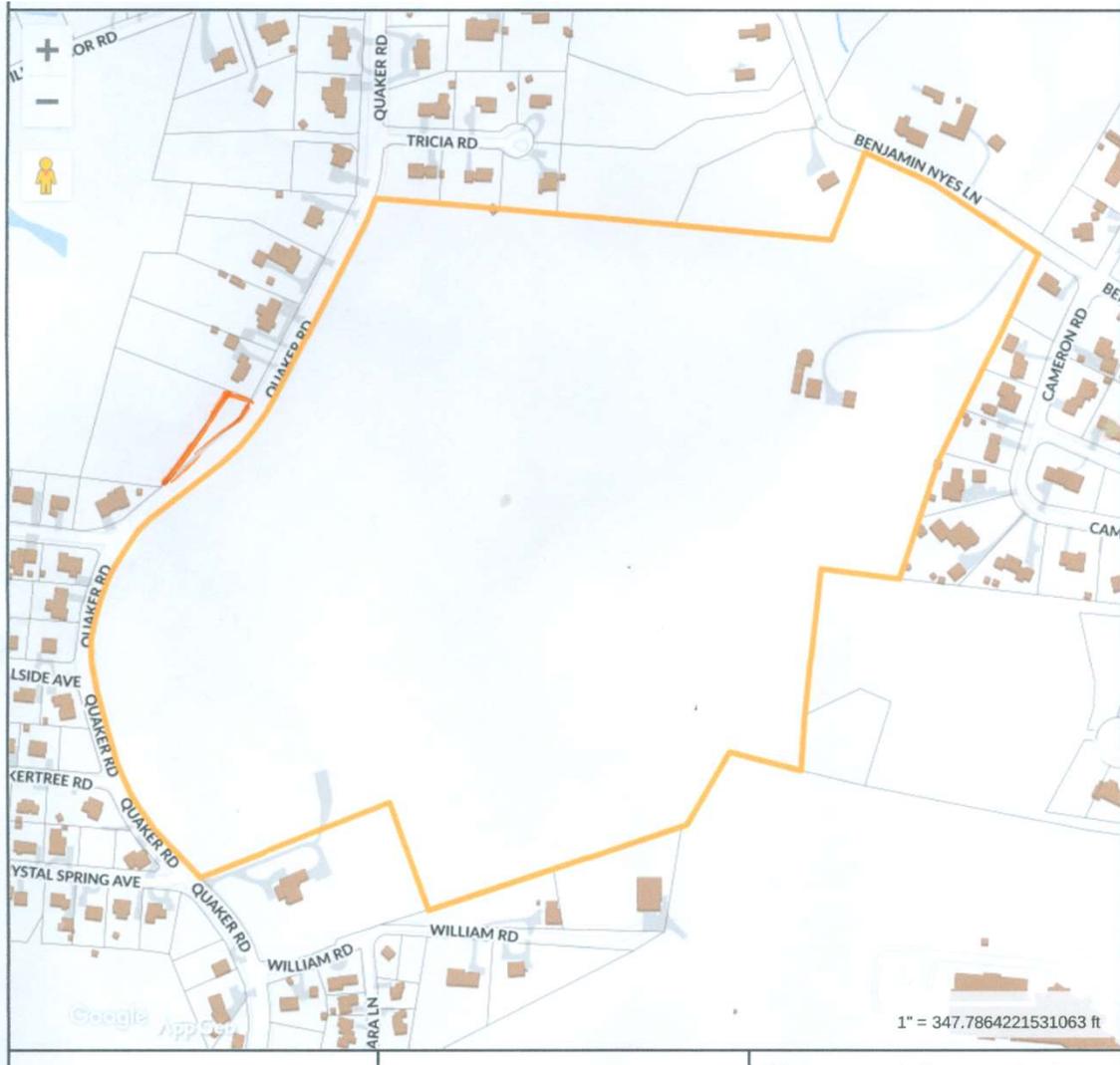
Land	\$4,586,900
Building	\$ 451,000
<u>Xtra Features</u>	<u>\$,29,900</u>
Total	\$5,067,800

2024 Fiscal year Taxes \$32,780.56

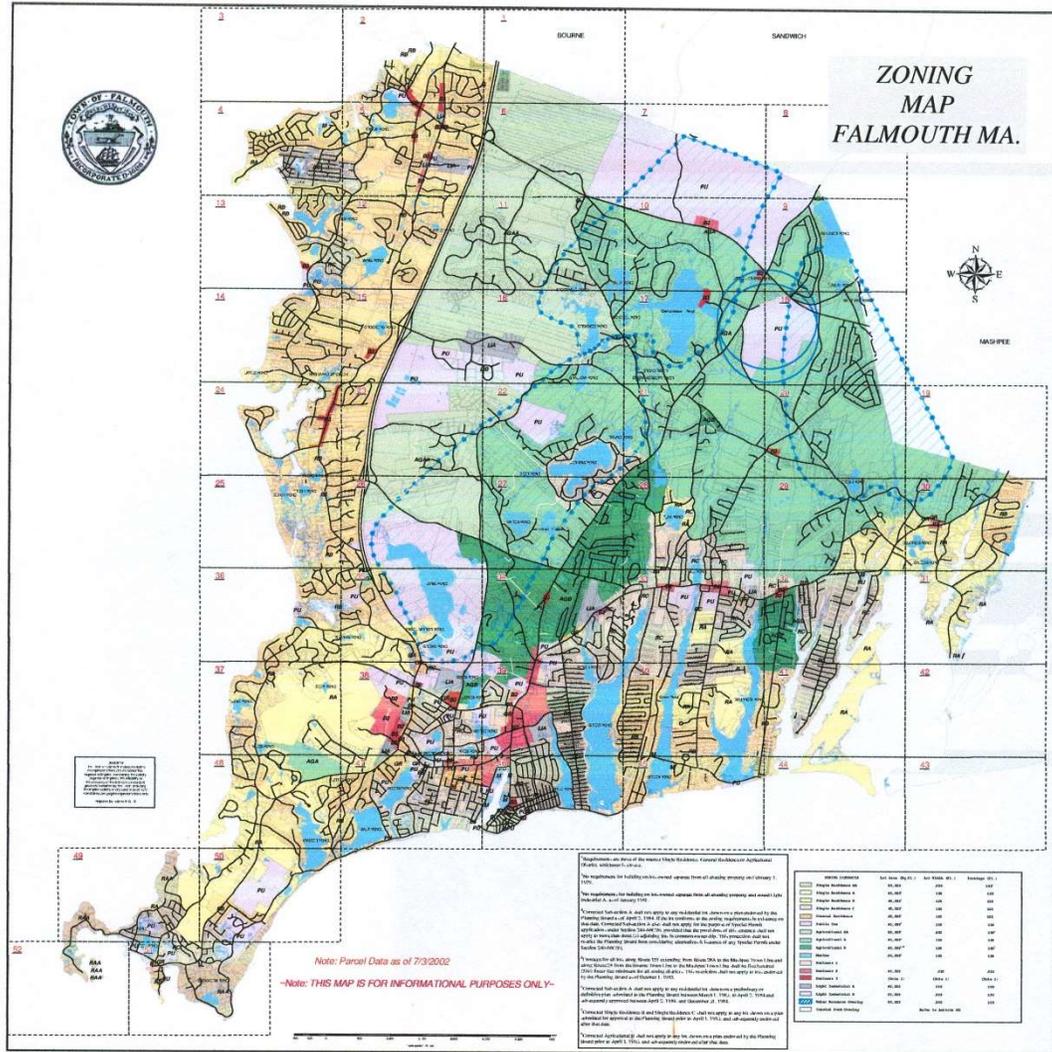
2024 Fiscal Year Taxes \$32,780.56, **based on an \$6.28/thousand tax rate, plus 3% CPA tax.**

A copy of the Assessor's GIS Map is attached.

FALMOUTH GIS ASSESSORS MAP



ZONING MAP



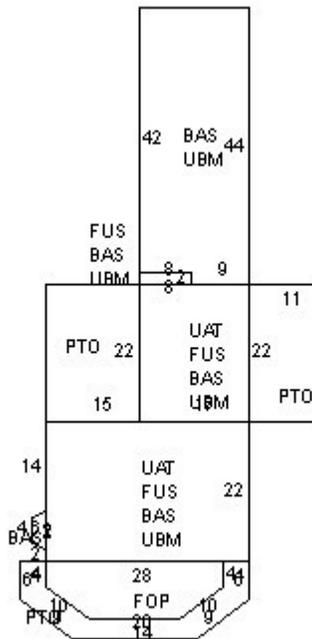
PROPERTY DATA (cont'd)

Description of Improvements.

There is a 2-story, **2,930 SF** wood frame dwelling on the Larger Parcel that was built in 1870 with 10 rooms, a kitchen, living room, dining room, 7 bedrooms, & 3 bathrooms, 217 sf open porch, and two patios with 739 sf. There is a detached Barn/loft with **1,080 SF** and a **640 SF** detached 3-bay garage. An unfinished basement has a new 100 AMP electric service per Steve Augusta. Utilities consist of overhead electric, private well water, and an old cesspool. The dwelling has been unoccupied for a while and is in poor/fair condition. The dwelling, barn, and garage **are** in the way of the proposed Habitat development and do **NOT** contribute value to the site.

The three buildings have NO contributory value to site.

The Assessor's building sketch is below.



PART III – ANALYSES AND CONCLUSIONS

HIGHEST AND BEST USE

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

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

Among all reasonable, alternative uses, the use that yields the highest present land value, after payments are made for labor, capital, and coordination. The use of a property based on the assumption that the parcel of land is vacant or can be made vacant by demolishing any improvements.³

“highest and best use of property as improved”

The use that should be made of a property as it exists. An existing improvement should be renovated or retained as is so long as it continues to contribute to the total market value of the property, or until the return from a new improvement would more than offset the cost of demolishing the existing building and constructing a new one.⁴

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

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

The appraiser considers uses that are:

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

AS IF VACANT: The site is appraised as a developable 7.5-Acre undeveloped site. Based on 2018 Cape Cod Commission RPP, **conventional subdivision plan is NOT approvable**. The site lies entirely within three Coastal Ponds & NHESP. Therefore, ZERO Nitrogen is allowed into the groundwater from any type of septic system. Town Sewer is Not available. The CC Commission has NO jurisdiction over a Charter 40B development, and that is the ONLY possible way to develop this site. In fact, there has been a sufficient number of 40B residential developments approved or pending in Falmouth in recent years to suggest that 40B development is comparable or preferred as a highest and best economic use of many properties in Falmouth.

¹ Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 5th ed. (Chicago: Appraisal Institute, 2010).

⁴ibid

HIGHEST AND BEST USE

Conclusion - I therefore conclude that a Comprehensive Chapter 40B residential development proposal is the only viable option to utilize the 7.5-acre site. MA Endangered Species Act requires a 1:1.5 ratio of acres developed to set-aside open space. The 300 Committee Land Trust is the seller of the site to Habitat. The Land Trust has set aside Lot 4, to satisfy the acreage required for a MEPA Filing. Considering the rural nature of the neighborhood the road conditions, and the current market and permitting context for 40B's in Falmouth, a density of 2 units per acre seems very approvable and a good use of the site.

I note that 213 North Falmouth Highway was developed with 16 units on 4.67 Acres on land impacted by the glacial moraine. This is 3.43 units per acre.

I note that 259/263 Old Main Road, North Falmouth Highway is being developed in 2024 with 5 units, built out as two duplexes and a single-family dwelling. The ZBA issued **Special Permit 065-22** on May 20, 2023, for the combined 44,438 SF or 1.02 acre site, which is zoned Business 3 and Residence B. This density equates to 4.9 units/acre.

I estimate 14 units on the 7.50 Acres, which equates to 1.87 units/acre as the Highest & Best Use of Lot 7. Also required is an IA Community Septic System to be approved by the Falmouth Board of Health.

THE APPRAISAL PROCESS

The Intended Use of this Appraisal Report is to provide an opinion of the Market Value of the Market Value of **Lot 7 with 7.5 Acres**. This is achieved by a systematic gathering, classification and analysis of data that is required in the development and consideration of the three approaches to value: the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach.

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

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

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

VALUATION RATIONALE:

The subject property is currently a developable 7.5-acre site suitable for only a Chapter 40B residential project. Estimated density is 1.87 units/acre on the 7.50 acres of usable upland, which yields 14 dwellings on individual Fee Simple sites.

THE SALES COMPARISON APPROACH

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

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

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

The following comparable sales data describes the sales used to provide an opinion of the Market Value of the 7.5 acre parcel as a **14 Unit - Chapter 40B development**.

Similar Chapter 40B developments from Falmouth, Yarmouth, and Orleans were recited.

SALE 1



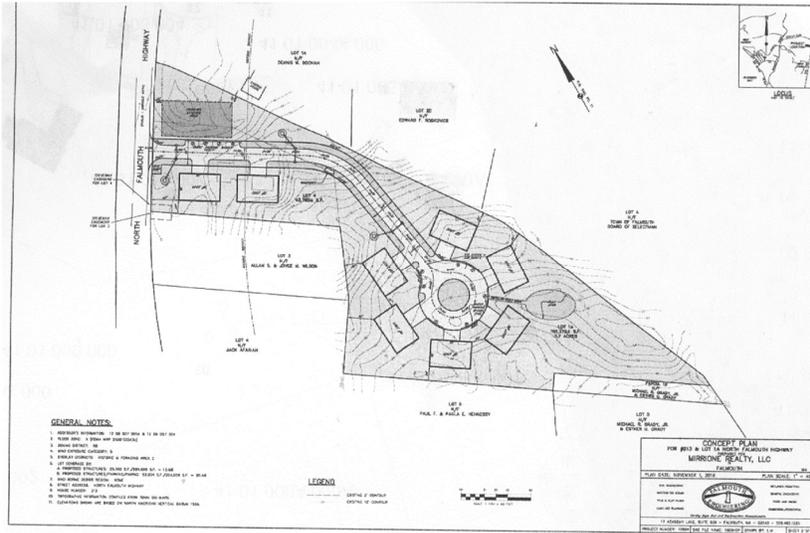
ADDRESS	763 Main Street & 24 Scranton Avenue, Falmouth, MA
Property Type	Land (48 Unit Apartment Complex)
Sale Price	\$2,260,000
Sale Date	1/5/2022
Grantor	Cape Cod Five
Grantee	Scranton Main LLC
Legal Reference	Barnstable County Registry of Deeds, Book 34930, Page 216
Financing	\$1,130,000 mortgage from Cape cod Five
Verified	Deed & broker

SITE DETAILS			
Land Area	1.81 Acres	Zoning	Business-2 & Business Redevelopment
Assessors ID	47B-9-12-22 & 2	Flood Zone	X & AE

Comments: This is the sale of the teardown Bank in downtown Falmouth. The two parcels make up one site of land that has frontage on Main Street and Scranton Avenue. The site is made up of two parcels, or 1.81-acres. The buyer obtained a ZBA Special Permit on 1/5/2022 for a Chapter 40B for 48 Affordable Senior age-restricted apartments or **26.53/Units/Acre**. The Selectman approved a flow neutral sewer connection. The building will contain 47,134 SF, with 1,904 SF of 1st floor retail space.

VERIFIED BY	Site Visit, Assessor's Records, Deed, & Broker
Sales History	No sales in the previous three years
Price / Acre	\$1,248,619/Acre
Price/Unit	\$47,083/Unit

SALE 2



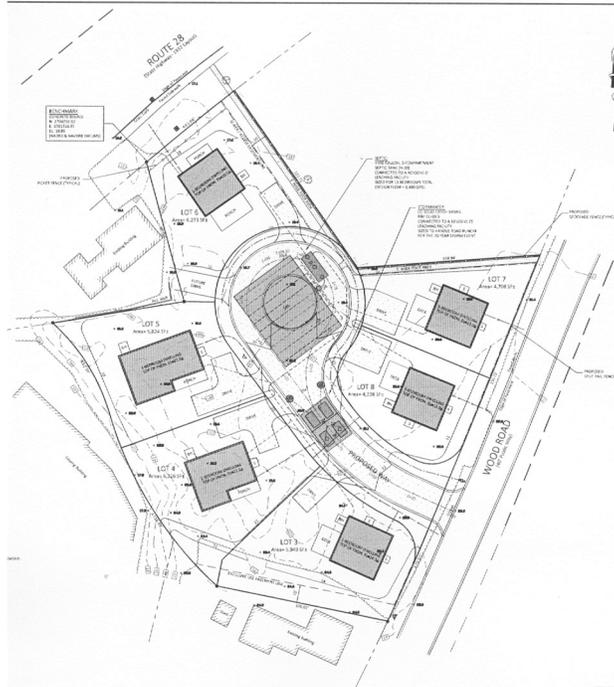
ADDRESS	213 North Falmouth Highway, North Falmouth, MA
Property Type	Land (Wild Harbor Condominiums)
Sale Price	\$1,050,000
Sale Date	1/27/2022
Grantor	The Homes At Wild Harbor LLC
Grantee	Jayemac Construction LLC
Legal Reference	Barnstable County Registry of Deeds, Book 34861 Page 145
Financing	\$1,050,000 mortgage - Michael Jaye
Financing	\$1,600,000 mortgage – Martha’s Vineyard Savings Bank
Verified	Deed & Broker

SITE DETAILS			
Land Area	4.67 Acres	Zoning	Residential B
Assessors ID	12-08-007-004	Flood Zone	X

Comments: This is a land sale of 4.67 acres of developable land. The ZBA approved a Special Permit for Chapter 40B for 16 Townhouse Condominium units on 4.67 acres of Upland. There are 16 units total, with 25% Affordable or 4 units. **The 4.67 acres equates to 3.43/Units/Acre. The site is completely in the Wild Harbor Coastal Pond Overlay District.** New 1,850 3BR Condominium Units are selling for \$1,025,000 and are being completed.

VERIFIED BY	Site Visit, Assessor’s Records, Deed, & Broker
Sales History	No sales in the previous three years
Price / Acre	\$22,483/Acre
Price/Unit	\$65,625/Unit

SALE 3



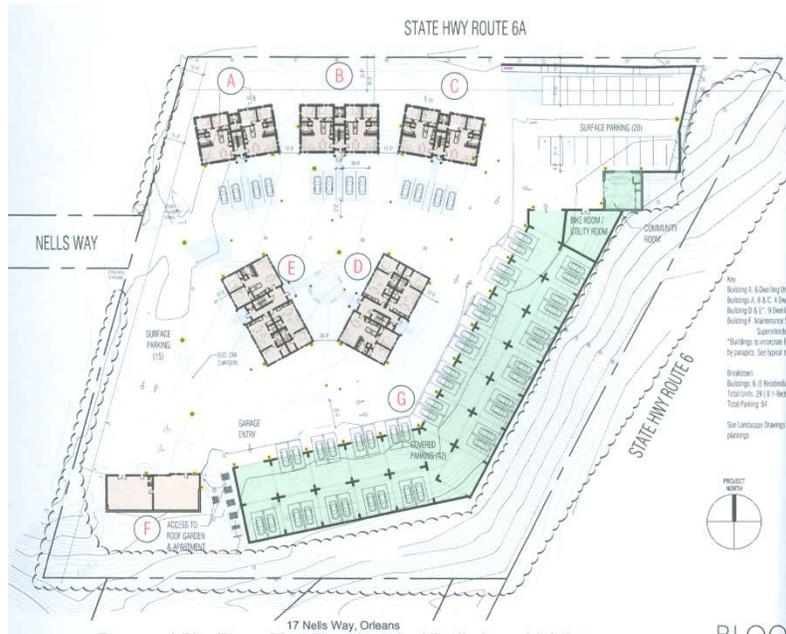
ADDRESS	1121B Route 28, South Yarmouth, MA
Property Type	Land
Sale Price	\$489,000
Sale Date	10/17/2023
Grantor	Shoestring Properties, LLC
Grantee	Habitat for Humanity of Cape Cod, Inc
Legal Reference	Barnstable County Registry of Deeds, Book 36039 Page 224
Financing	\$489,000 Mortgage – Town of Yarmouth
Verified	Deed & Buyer

SITE DETAILS			
Land Area	1 Acre	Zoning	Business
Assessors ID	50-108	Flood Zone	X

Comments: This is a land sale of 1 acre of developable land. Habitat plans on constructing 6 affordable single family dwellings. The 6 units to be designated as Affordable units. **The 1 acre equates to 6/Units/Acre.**

VERIFIED BY	Site Visit, Assessor's Records, Deed, & Broker
Sales History	No sales in the previous three years
Price / Acre	\$489,000/Acre
Price/Unit	\$81,500/Unit

SALE 4



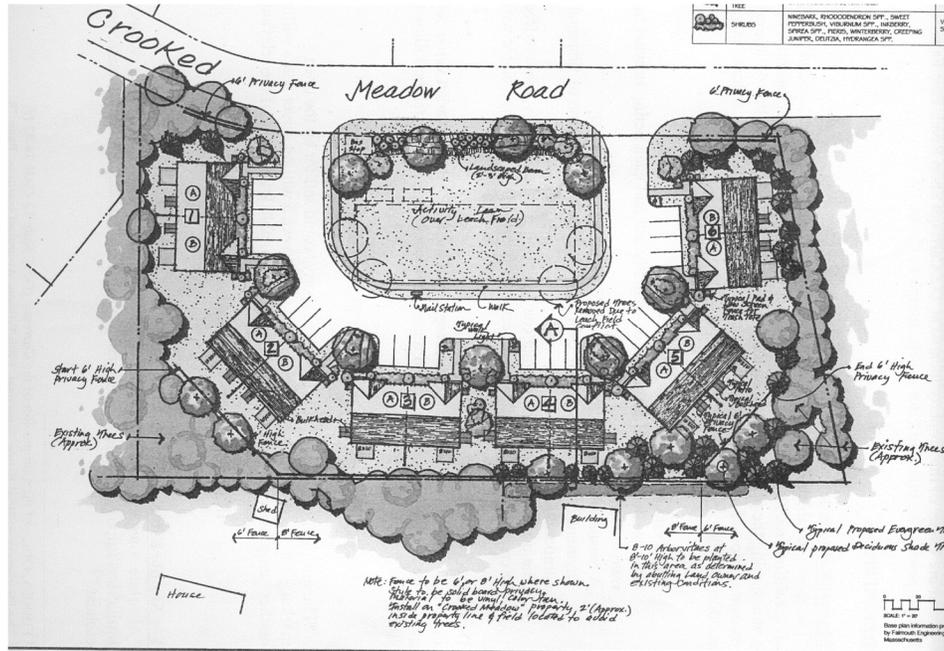
ADDRESS	17 Nells Way, Orleans, MA
Property Type	Land
Sale Price	\$2,100,000
Sale Date	7/16/2021
Grantor	Joseph S. Carter, Jr., & Jane Carter
Grantee	Orleans Place, LLC
Legal Reference	Barnstable County Registry of Deeds, Book 34299 Page 218
Financing	Seller \$1,400,000 Mortgage – Joseph S. & Jane Carter
Verified	Deed + Mortgage

SITE DETAILS			
Land Area	3.64 Acres	Zoning	GB - General Business
Assessors ID	46-16-0	Flood Zone	X

Comments: This sale is a former 29,369 SF obsolete shopping center on 3.64 acres of commercial land. The Old King's Highway Regional Historic District Committee has approved development plans for 29 units with **3 affordable units (10% Affordable)**. ZBA hearing is on 2/21/2024. Plans call for 17 - 1 & 2 bedroom apartment units and 12 detached residential condominiums. **The 3.64 acres equates to 7.97 Units/Acre**. The developer plans to demolish 90% of existing buildings.

VERIFIED BY	Assessor's Records, Deed, & Broker
Sales History	No sales in the previous three years
Price / Acre	\$576,923/Acre
Price/Unit	\$72,314/Unit

SALE 5



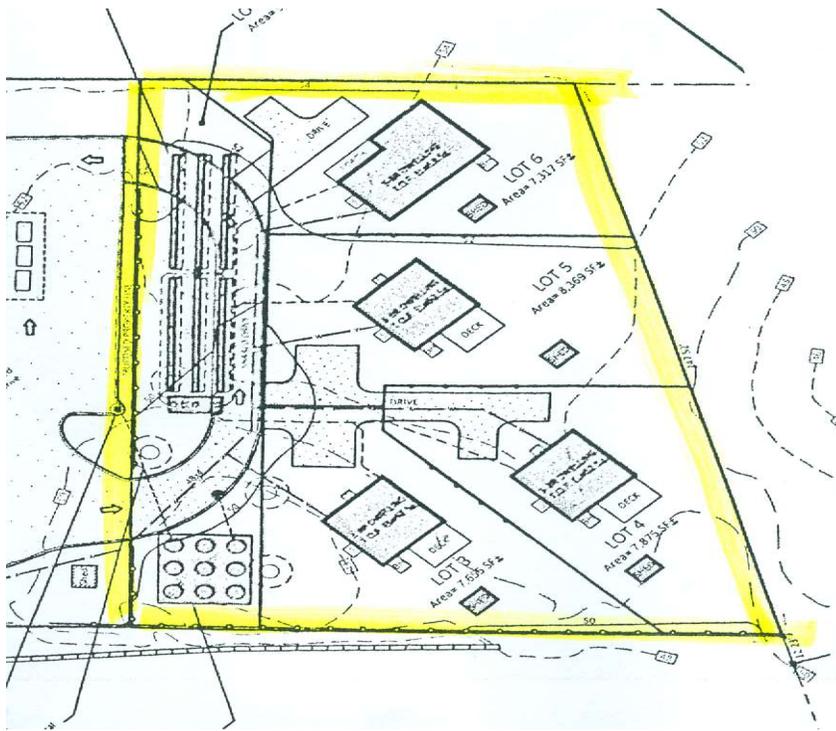
ADDRESS	36-44 Crooked Meadow Road, East Falmouth, MA
Property Type	Land (Crooked Meadow Condominiums)
Sale Price	\$420,000
Sale Date	5/14/2020
Grantor	John Didiuk
Grantee	Crooked Meadow LLC
Legal Reference	Barnstable County Registry of Deeds, Book 32903 Page 189
Financing	\$200,000 mortgage – Martha’s Vineyard Savings Bank
Verified	Deed & Broker

SITE DETAILS			
Land Area	1.91 Acres	Zoning	AGA - Residential
Assessors ID	22-02-005-1368,139,140, &141	Flood Zone	X

Comments: This is a land sale of 1.91 acres of developable land. The ZBA approved a Special Permit for Chapter 40B for 6 Ranch Condominium buildings on 1.91 acres of Upland. There are 12 units total, with 25% Affordable or 3 units. **The 1.91 acres equates to 6.28/Units/Acre.** New 1,176 2BR Condominium Units are selling for \$449,900 and are being completed.

VERIFIED BY	Site Visit, Assessor’s Records, Deed, & Broker
Sales History	No sales in the previous three years
Price / Acre	\$219,895/Acre
Price/Unit	\$35,000/Unit

SALE 6



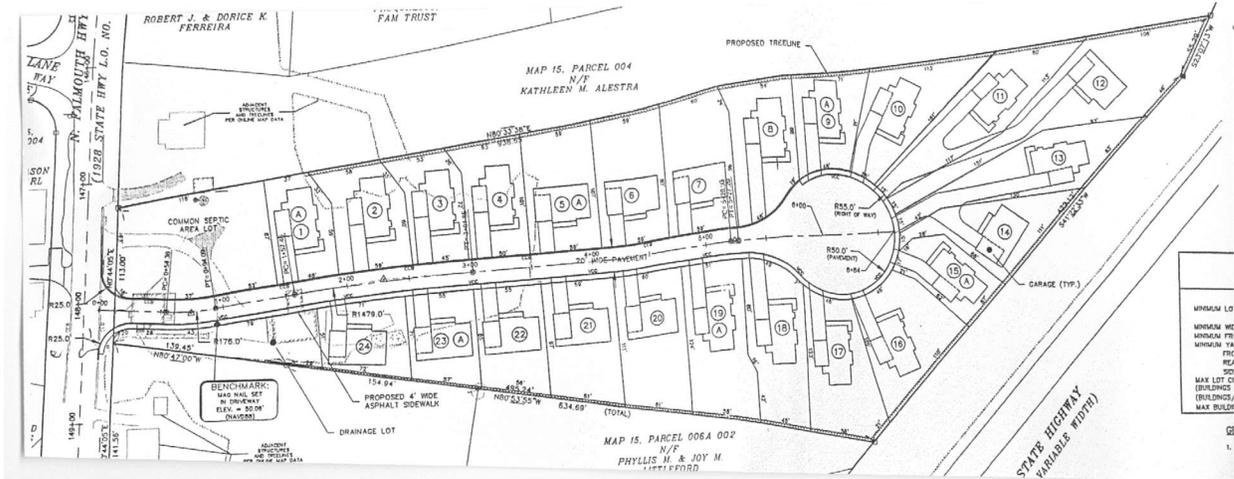
ADDRESS	Rear 805 Gifford Street Extension, East Falmouth, MA
Property Type	Land (Restore site)
Sale Price	\$250,000
Sale Date	5/14/2024 Pending
Grantor	Capital Realty & Development - Burke
Grantee	Habitat For Humanity of Cape Cod, Inc
Legal Reference	Barnstable County Registry of Deeds, Plan Book 549 Page 75
Financing	TBD
Verified	Seller & P & S

SITE DETAILS			
Land Area	40,780 SF or .94 Acre	Zoning	AGA - Residential
Assessors ID	26-1-17-D	Flood Zone	X

Comments: This is a land sale of 40,780 SF or .94 acres of developable land. Habitat, the Buyer, plans a ZBA filing to obtain a Special Permit for a Chapter 40B for 4 affordable units. There are no market rate units. **The .94 acres equates to 4.26/Units/Acre.** New 2BR & 3BR Ranches are planned for the site. Access to be off existing Restore site with an easement.

VERIFIED BY	Site Visit, Assessor's Records, Deed, & Broker
Sales History	No sales in the previous three years
Price / Acre	\$265,957/Acre
Price/Unit	\$62,500/Unit

SALE 7



ADDRESS	19 North Falmouth Hy, North Falmouth, MA
Property Type	Land
Sale Price	\$875,000
Sale Date	12/15/2023
Grantor	Estate of Eva Cardoza
Grantee	Robert & Loretta Pena & Robert Bucher
Legal Reference	Barnstable County Registry of Deeds, Book 36135 Page 306
Financing	\$400,000 – Main Street Bank
Verified	Deed

SITE DETAILS			
Land Area	4.50 Acres	Zoning	Res B - Residential
Assessors ID	15-3-5-0	Flood Zone	X

Comments: This is a land sale of 4.50 acres of developable land. Mr. Pena plans a ZBA filing to obtain a Special Permit for a Chapter 40B for 24 single family dwellings, of which 6 are affordable dwellings. There are 18 market rate units. **The 4.50 acres equates to 5.33/Units/Acre.**

VERIFIED BY	Site Visit, Assessor’s Records, Deed, & Broker
Sales History	No sales in the previous three years
Price / Acre	\$194,444/Acre
Price/Unit	\$36,458/Unit

THE SALES COMPARISON APPROACH (continued)

Analysis and Conclusion:

The appraiser has analyzed five multifamily development sites that had Chapter 40B approvals with affordable housing included. The following table summarizes the three sold and one pending properties with their sale price, lot size, number of units, and sales price/unit summarized below.

Sale #1 - \$2,260,000 – 1.81 Acres/48 Units - \$47,083/Unit

Sale #2 - \$1,050,000 – 4.67 Acres/16 Units - \$65,625/Unit

Sale #3 - \$489,000 – 1 Acre/6 Units \$81,500/Unit

Sale #4 - \$2,100,000 – 3.64 Acres/29 Units \$72,314/Unit

Sale #5 - \$ 420,000 – 1.91 Acres/12 Units \$35,000/Unit

Sale #6 - \$250,000 – .94 Acre/4 Units \$62,500/Unit

Sale #7 - \$875,000 – 4.50 Acres/24 Units \$36,458/Unit

The appraiser analyzed Seven (7) vacant buildable lots that resulted in Chapter 40B housing projects. The Sale Prices ranged from \$250,000 to \$2,100,000. Sale #3 is a recent sale to Habitat for \$489,000 or \$81,500/unit. Sale #6 is a pending sale to Habitat for \$250,000 or \$62,500/unit. The data clearly shows a relationship between density and price/unit. As the development increases in size, the sales price increases. At the same time the Price/Unit drops.

The Larger Parcel is 56 acres +/- The subject site, Lot 7 Benjamin Nye Lane, is proposed to be subdivided into a separate lot. There are no wetlands on Lot 7 that restricts the potential development. Reviewing the Cape Cod Commission Stormwater regulations that allow for ZERO nitrogen discharge on the site, I rule out any standard residential subdivision of the site and conclude on a Chapter 40B development, which does NOT any Cape Cod Commission approval. I therefore conclude that a Comprehensive Chapter 40B Permit is the only viable option to develop the 7.50-acre site. MA Endangered Species Act requires a 1:1.5 ratio of Open Space. For the subject site, the Seller has provided Lot 4 for mitigation purposes.

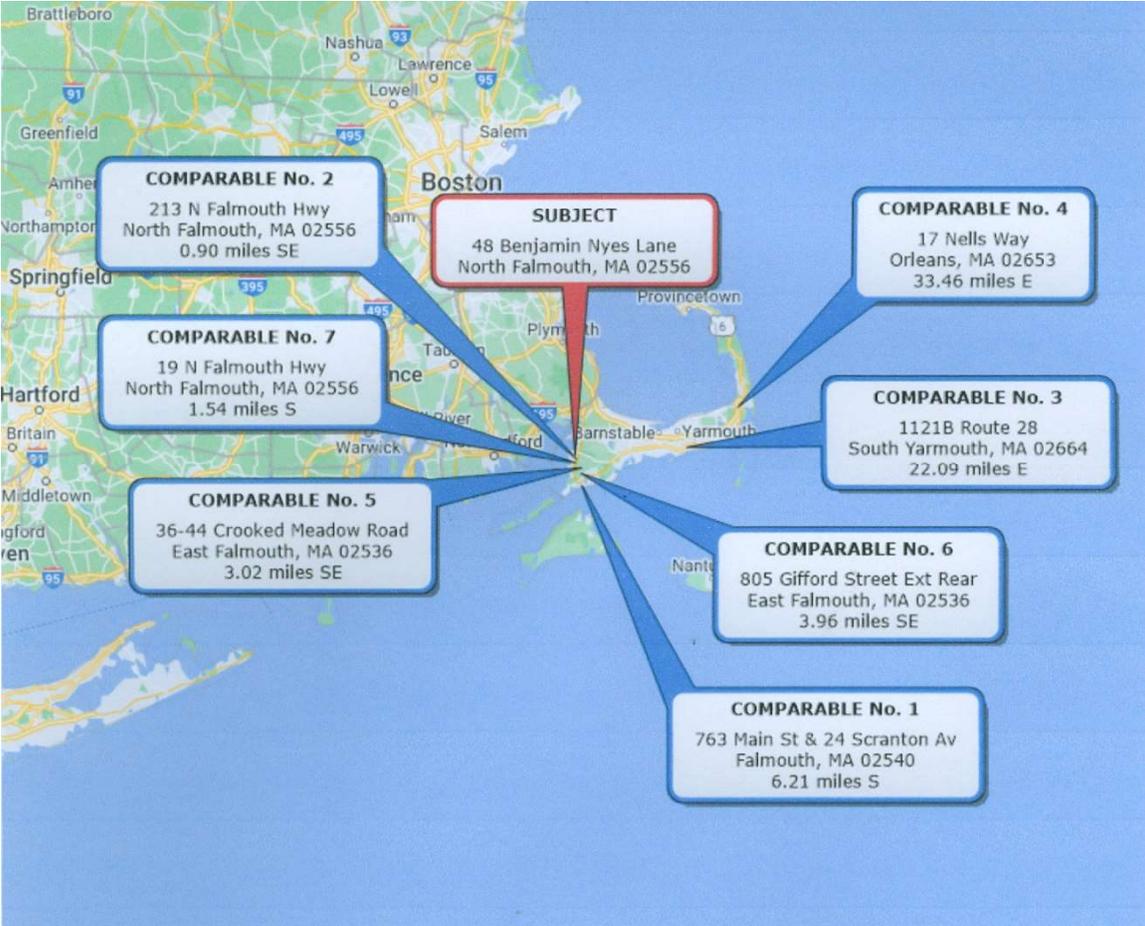
In reviewing the two Habitat sales in Yarmouth and Falmouth, I note a Sales Price/Unit of \$62,500/Unit and \$81,500/Unit. These two sales are most like the subject property and require NO adjustments. With consideration for the North Falmouth village location, with proximity to salt water amenities in the area, I conclude on \$72,000/unit for the 14 units.

$$14 \text{ Units X } \$72,000/\text{Unit} = \$1,008,000$$

ONE MILLION & EIGHT THOUSAND DOLLARS

\$1,008,000

COMPARABLE SALES LOCATION MAP



RECONCILIATION AND FINAL VALUE OPINION

The Cost Approach:	N/A
The Sales/Cost of Development Approach:	\$1,008,000
The Income Approach:	N/A

The Sales Comparison Approach to value was developed in providing an opinion of the Before & After Market Values of the Fee Simple interest of the Surface Rights of the subject property. As discussed earlier, the Cost Approach and Income Approaches were not considered an appropriate for this assignment and were not developed.

The Sales Comparison Approach involves direct comparison of the most similar type properties in the area and in comparable areas. All sales are weighted separately and compared to the subject with consideration for property rights, financing terms, conditions of sale, market conditions, location, and physical characteristics. The unit of comparison was based on the Sales Price/Unit. Two Habitat comparables were given most weight and consideration and require no adjustments.

An analysis was completed for a potential 14-lot single family affordable development on the 7.50 acres of developable land. Wetland and Mitigation land was not included in the analysis. Chapter 40B development is the only possible development scenario allowed in a water recharge area.

There is a Hypothetical Condition that the After Condition is based on the Hypothetical Condition that the property is valued with the proposed easement in place.

My opinion of the As Is Market Value, as defined, of the subject property, with an Extraordinary Assumption for a 14-lot affordable subdivision, as of April 30, 2024, is as follows:

ONE MILLION & EIGHT THOUSAND DOLLARS

\$1,008,000

PART IV – EXHIBITS & ADDENDA

QUALIFICATIONS OF JOSEPH M. CLANCY, APPRAISER

EDUCATIONAL BACKGROUND:

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

APPRAISAL EDUCATION:

1972 – Northeastern University, Fundamental Real Estate Appraisal

1973 – Northeastern University, Advanced Real Estate Appraisal

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

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

1985 – American Society of Appraisers, Code of Ethics Exam

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

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

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

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

<u>Date</u>	<u>Courses/Seminars</u>	<u>School/Organization</u>
6/26/14	Restaurant Valuation Issues 10220237 (7 hours)	MBREA
11/11/14	Appraisal of Self Storage Facilities 10480137 (7hrs)	McKissock
4/4/15	Appraisal of Fast Food Facilities 10480145 (7hrs)	McKissock
2/8/16	USPAP Update Seminar-(V.2016-17) (7 hours)	McKissock
1/2/17	Appraisal of Land subject to Ground Leases 10480146 (7 hours)	McKissock
2/19/17	Appraisal of Industrial Incubators 10480151 (7hrs)	McKissock
4/27/17	Appraisal of Owner-Occupied Commercial Properties 10480150 (7hrs)	McKissock
1/15/18	USPAP Update Seminar (V.2018-19)(7 hours)	McKissock
4/4/18	Basic Hotel Appraising – Limited Service Hotels 630001 (7 hours)	McKissock
12/29/18	Advanced Hotel Appraising – Full Service Hotels 10480162 (7 Hours)	McKissock
3/7/19	Appraisal of Land Subject to Ground Leases 10480146 (7 Hours)	McKissock
11/2/20	USPAP Update Seminar (V.2020-2021)(7hrs)	McKissock
2/15/21	Sales Comparison: A Fresh Approach 1320031 (7hrs)	Hondros
3/7/21	Appraisal of Industrial & Flex Buildings 630057 (7hrs)	McKissock
3/28/21	Appraisal of Owner-Occupied Commercial Properties 10480150 (7hrs)	McKissock
2/2/22	USPAP Update Seminar (V.2022-2023)(7hrs)	McKissock
11/16/22	Appraisal of Assisted Living Facilities 10480143 (7hrs)	McKissock
3/26/23	The Basics of Expert Witness for Commercial Appraisers 630022 (7hrs)	McKissock
5/18/23	Introduction to Commercial Appraisal Review 630055 (7hrs)	McKissock
11/30/23	USPAP Update Seminar (V.2024-2025) (7hrs)	MBREA

MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS:

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

Prepared Residential and/or Commercial Appraisals for:

Bank of Canton, Canton, MA

Boston Private Bank & Trust, Boston, MA

Cape Cod Co-operative Bank, Yarmouthport, MA

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

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

Governmental Agencies:

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

EXPERIENCE:

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

EXPERT WITNESS:

Testified before the following tribunals:

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

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

OTHER:

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

LICENSE:

Certified General Real Estate Appraiser, Commonwealth of Massachusetts; License #76, Serial #460207, expires 7/23/2025

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



ATTACHMENT 7

SITE PLANS

ATTACHMENT 7

SITE PLANS:

- **LAND COURT SUBDIVISION PLAN**
- **PROJECT SITE PLAN**

I CERTIFY THAT THIS ACTUAL SURVEY WAS MADE ON THE GROUND IN ACCORDANCE WITH THE LAND COURT INSTRUCTIONS OF 2006 ON OR BETWEEN MARCH 15, 2024 AND MARCH 29 2024.

4/30/24 *Thomas Bl*
DATE PROFESSIONAL LAND SURVEYOR

THIS SURVEY AND PLAN CONFORM TO THE PROCEDURAL AND TECHNICAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN THE COMMONWEALTH OF MASSACHUSETTS

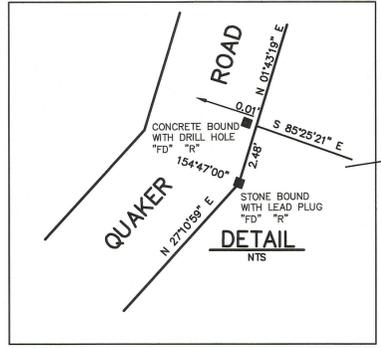
4/30/24 *Thomas Bl*
DATE PROFESSIONAL LAND SURVEYOR

NOTE: THIS PLAN IS BASED ON AN ON THE GROUND INSTRUMENT SURVEY.

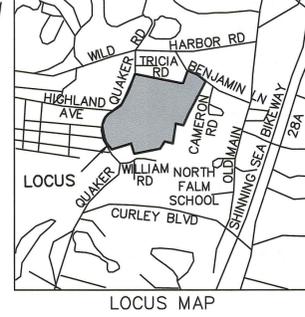


Field Traverse Data
linear error of closure: 0.130'
angular error of closure: 0' 00" 07"
precision of traverse: 1 in 52,817

Instrument Specifications
GeoMax Zoom 80R Robotic Total Station
Electronic Distance Measurements
"accuracy" ±(1mm + 1.5ppm)
Electronic Angle Measurements
precision 5 seconds



DETAIL
NTS

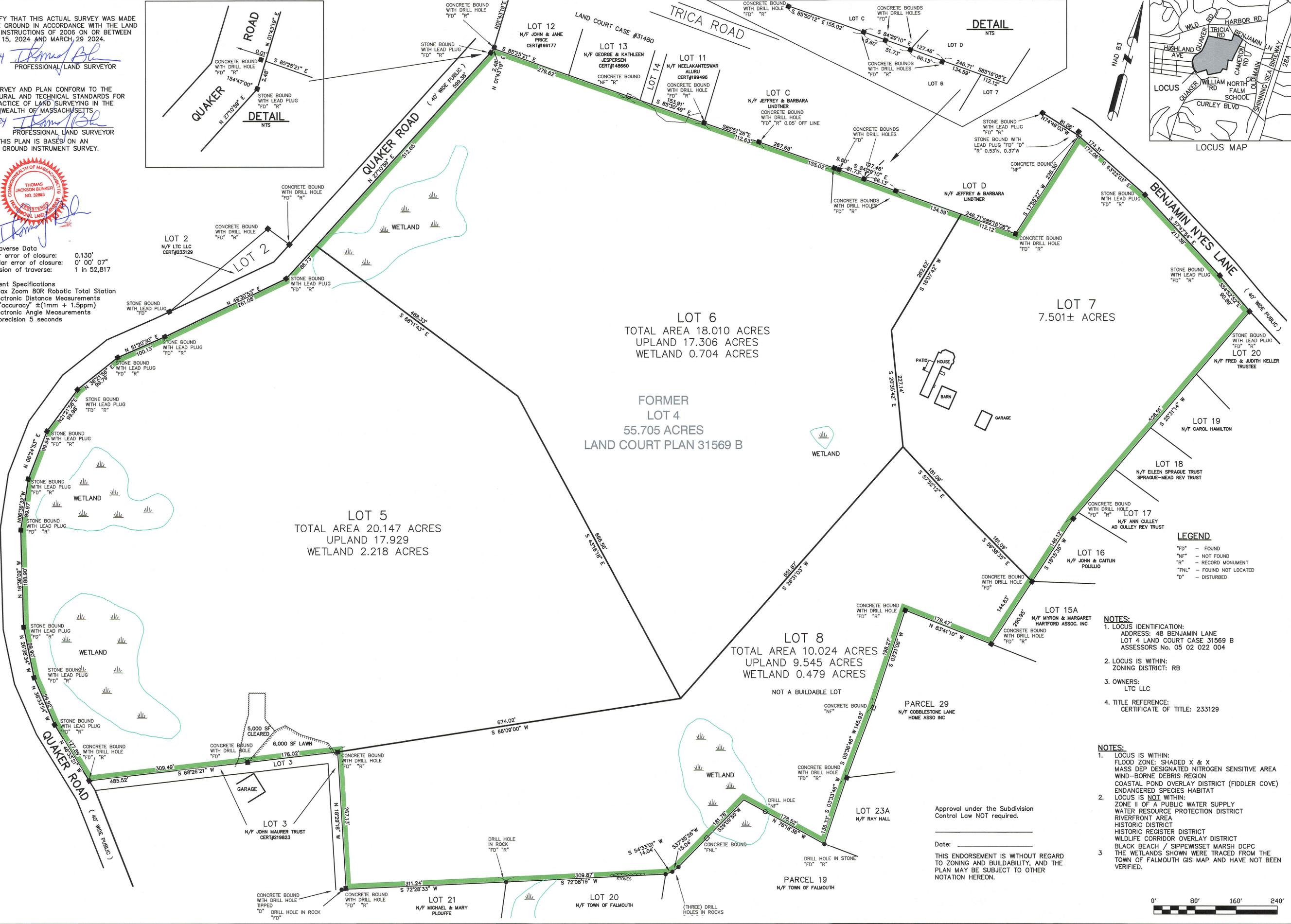


BSS DESIGN
ENGINEERING & SURVEYING

www.bssdesign.com
BSS Design, Incorporated
164 Katharine Lee Bates Rd
Falmouth Massachusetts 02540
508.540.8805 FAX 508.548.8313

PLAN OF LAND
AT
BENJAMIN NYE'S LANE & QUAKER ROAD
NORTH FALMOUTH, MASSACHUSETTS
PREPARED FOR
THE 300 COMMITTEE, INC.
BEING A SUBDIVISION OF LOT 4 LAND COURT PLAN 31569-B

scale
1" = 80'
date
APRIL 30, 2024
drawn
EJP
checked
TJB
job number
23110
revisions



LOT 6
TOTAL AREA 18.010 ACRES
UPLAND 17.306 ACRES
WETLAND 0.704 ACRES

FORMER
LOT 4
55.705 ACRES
LAND COURT PLAN 31569 B

LOT 5
TOTAL AREA 20.147 ACRES
UPLAND 17.929 ACRES
WETLAND 2.218 ACRES

LOT 8
TOTAL AREA 10.024 ACRES
UPLAND 9.545 ACRES
WETLAND 0.479 ACRES

NOT A BUILDABLE LOT

LOT 7
7.501± ACRES

NOTES:
1. LOCUS IDENTIFICATION:
ADDRESS: 48 BENJAMIN LANE
LOT 4 LAND COURT CASE 31569 B
ASSESSORS No. 05 02 022 004
2. LOCUS IS WITHIN:
ZONING DISTRICT: RB
3. OWNERS:
LTC LLC
4. TITLE REFERENCE:
CERTIFICATE OF TITLE: 233129

NOTES:
1. LOCUS IS WITHIN:
FLOOD ZONE: SHADED X & X
MASS DEP DESIGNATED NITROGEN SENSITIVE AREA
WIND-BORNE DEBRIS REGION
COASTAL POND OVERLAY DISTRICT (FIDDLER COVE)
ENDANGERED SPECIES HABITAT
2. LOCUS IS NOT WITHIN:
ZONE II OF A PUBLIC WATER SUPPLY
WATER RESOURCE PROTECTION DISTRICT
RIVERFRONT AREA
HISTORIC DISTRICT
HISTORIC REGISTER DISTRICT
WILDLIFE CORRIDOR OVERLAY DISTRICT
BLACK BEACH / SIPPWISSET MARSH DCPC
3. THE WETLANDS SHOWN WERE TRACED FROM THE TOWN OF FALMOUTH GIS MAP AND HAVE NOT BEEN VERIFIED.

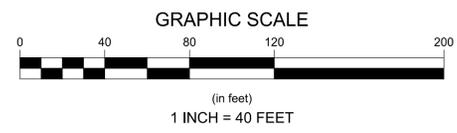
Approval under the Subdivision
Control Law NOT required.

Date: _____
THIS ENDORSEMENT IS WITHOUT REGARD TO ZONING AND BUILDABILITY, AND THE PLAN MAY BE SUBJECT TO OTHER NOTATION HEREON.



drawing number
B30-30

last modified: 12/10/24 printed: 12/10/24 by ac H:\Projects\2024\24051 Benjamin Nyes Lane FalmouthDrawings\24051-ST.dwg



Revisions	Rev.	Date	By	Appr.	Description

Horsley Witten Group, Inc.
 Sustainable Environmental Solutions
 80 Route 6A, Unit 1
 Sandwich, MA 02563
 Phone: (508) 833-6600
 Fax: (508) 833-3190

Checked By: JH
 Drawn By: ABC
 Original By: ABC
 Date: NOVEMBER 2024

Plan Set:
**48 BENJAMIN NYES LANE FALMOUTH
 CONCEPT PLAN
 NORTH FALMOUTH, MA**

Plan Title:
CONCEPT LAYOUT

Prepared For:
**Habitat for Humanity of
 Cape Cod**
 411 Main St, Suite 6
 Yarmouth Port, MA 02675
 Phone:
 Fax:

Survey Provided By:
HORSLEY WITTEN GROUP
 DATED: JULY 2024

**DRAFT
 NOT FOR
 CONSTRUCTION**

ATTACHMENT 8

WAIVERS REQUESTED

Waivers to be Requested for 48 Benjamin Nyes Lane Falmouth, MA

Application for a Comprehensive Permit

MGL Chapter 40B, Sections 20-23 and 760 CMR 56.00

Applicant: Habitat for Humanity of Cape Cod, Inc.
Site: 48 Benjamin Nyes Lane Falmouth, MA
Assessor's ID: 05 02 022 004
Project Name: Benjamin Nyes Lane Falmouth
Date: 12/11/2024

Waivers Requested:

Habitat for Humanity of Cape Cod, Inc. requests the following waivers from local code requirements and regulations to promote the creation of affordable housing.

Town of Falmouth Zoning Bylaw

Section 240-7.7(5) Density Limitations

Waive the requirements of this section.

Lot Size: All fourteen of the proposed residential lots do not meet the requirements for minimum lot size of 40,000 square feet.

Min. Lot Width: Two proposed residential lots do not meet the requirements for minimum lot width of 50 feet.

Min. Lot Width: Twelve proposed residential lots do not meet the requirements for a minimum lot width of 125 feet.

Frontage: Eleven proposed residential lots do not meet the requirements for frontage of 100 feet.

Section 240-9.3 Affordable Housing Development

Waive the requirements of this section.

Habitat for Humanity will seek approval of a conventional MGL Ch. 40B approval through the Zoning Board instead of using this bylaw to pursue a Planning Board Special Permit.

The number of units allowed above the "as-of-right" density shall be subject to negotiation and will be determined with due regard to the project approval requirements of Sec. 240-9.3. The maximum density increase shall be no more than 25% of the density allowed by a standard subdivision. The minimum proposed lot size is approx. 12,000 square feet. Required lot size is 40,000 square feet. This is a proposed density increase of 70%.

Section 240-11.2B(1) Minimum Lot Dimensions - Requirements

The property is in the Residential B (RB) Zone. The following waivers are requested with respect to lot size, setbacks, and frontage:

Lot 1

Dimensional Requirement	Required	Proposed	Waiver Required?	Variance Requested
Minimum Lot Area (SF)	40,000	8,962	y	31,038
Minimum Frontage (FT)	100	138	n	n/a
Minimum Lot Width (FT)	125/50	74	y	39

Lot 2

Dimensional Requirement	Required	Proposed	Waiver Required?	Variance Requested
Minimum Lot Area (SF)	40,000	9,710	y	30,290
Minimum Frontage (FT)	100	97	y	2
Minimum Lot Width (FT)	125	97	y	27

Lot 3

Dimensional Requirement	Required	Proposed	Waiver Required?	Variance Requested
Minimum Lot Area (SF)	40,000	8,650	y	31,350
Minimum Frontage (FT)	100	66	y	33
Minimum Lot Width (FT)	125	66	y	58

Lot 4

Dimensional Requirement	Required	Proposed	Waiver Required?	Variance Requested
Minimum Lot Area (SF)	40,000	8,106	y	31,894
Minimum Frontage (FT)	100	57	y	42
Minimum Lot Width (FT)	125	57	y	67

Lot 5

Dimensional Requirement	Required	Proposed	Waiver Required?	Variance Requested
Minimum Lot Area (SF)	40,000	7,100	y	32,900
Minimum Frontage (FT)	100	46	y	53
Minimum Lot Width (FT)	125	46	y	78

Lot 6

Dimensional Requirement	Required	Proposed	Waiver Required?	Variance Requested
Minimum Lot Area (SF)	40,000	8,462	y	31,538
Minimum Frontage (FT)	100	47	y	52
Minimum Lot Width (FT)	125	47	y	77

Lot 7

Dimensional Requirement	Required	Proposed	Waiver Required?	Variance Requested
Minimum Lot Area (SF)	40,000	8,791	y	31,209
Minimum Frontage (FT)	100	66	y	33
Minimum Lot Width (FT)	125	66	y	58

Lot 8

Dimensional Requirement	Required	Proposed	Waiver Required?	Variance Requested
Minimum Lot Area (SF)	40,000	8,833	y	31,167
Minimum Frontage (FT)	100	70	y	33
Minimum Lot Width (FT)	125	70	y	58

Lot 9

Dimensional Requirement	Required	Proposed	Waiver Required?	Variance Requested
Minimum Lot Area (SF)	40,000	8,663	y	31,337
Minimum Frontage (FT)	100	62	y	37
Minimum Lot Width (FT)	125	62	y	62

Lot 10

Dimensional Requirement	Required	Proposed	Waiver Required?	Variance Requested
Minimum Lot Area (SF)	40,000	8,690	y	31,310
Minimum Frontage (FT)	100	52	y	47
Minimum Lot Width (FT)	125	52	y	72

Lot 11

Dimensional Requirement	Required	Proposed	Waiver Required?	Variance Requested
Minimum Lot Area (SF)	40,000	10,411	y	29,589
Minimum Frontage (FT)	100	59	y	41
Minimum Lot Width (FT)	125	59	y	66

Lot 12

Dimensional Requirement	Required	Proposed	Waiver Required?	Variance Requested
Minimum Lot Area (SF)	40,000	7,638	y	32,362
Minimum Frontage (FT)	100	61	y	39
Minimum Lot Width (FT)	125	61	y	64

Lot 13

Dimensional Requirement	Required	Proposed	Waiver Required?	Variance Requested
Minimum Lot Area (SF)	40,000	9,529	y	30,471
Minimum Frontage (FT)	100	101	n	n/a
Minimum Lot Width (FT)	125	100	y	25

Lot 14

Dimensional Requirement	Required	Proposed	Waiver Required?	Variance Requested
Minimum Lot Area (SF)	40,000	9,171	y	30,829
Minimum Frontage (FT)	100	206	n	n/a
Minimum Lot Width (FT)	125	50	y	n/a

Section 240-11.2B(2) Minimum Lot Dimensions – Lot Width

Waive the requirements of this provision. Two lots have portions of the lot that are less than 50 feet in width.

Section 240-11.3A(1) Maximum Lot Coverage - Requirements

No waivers requested; all lots meet maximum lot coverage requirements.

Section 240-11.4A(2) Setbacks – Requirements

No waivers requested; all lots meet maximum setback requirements.

Section 240.14.2 Signs

Waive applicability of sign regulations, to any and all temporary construction signage identifying the Habitat build, donors, and other Habitat programs.

Town of Falmouth Subdivision Regulations**Section 305-5 Approval of Definitive Plan****Section 305-6****Section 305-11**

Waive the provisions of these sections which describe the submission and approval process for a Definitive Subdivision layout with the Planning Board. For Chapter 40B filings, the Zoning Board of Appeals sits in place of all other Town Boards and Commissions.

Section 305-24 Dead-end streets

Waive the requirements of this section related to minimum centerline radius. The proposed project includes minimum radii of 60 feet.

Waive the requirements of this section related to length of dead-end streets. The proposed project includes a road approx. 1,000 feet long.

Section 305-30 Sidewalks, grass plots and street trees

Section 305-37

Waive the requirements of these sections related to sidewalks. Due to the density of the development in a low-traffic area, sidewalks are not proposed as part of this development.

ATTACHMENT 9

FLOOR PLANS & ELEVATIONS



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Where visions take shape

2-BR sample photo

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Architecture Interiors

Where visions take shape

203 WILLOW STREET, SUITE A YARMOUTHPORT, MA 02675

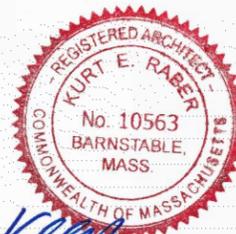
P. 508-362-8382 WWW.CATALYSTARCHITECTS.COM



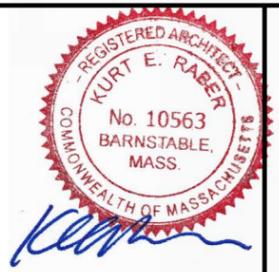
SAMPLE 48 BNL FALMOUTH

2-BR RANCH FOR
HABITAT FOR HUMANITY OF CAPE COD
LOT #4
1121B ROUTE 28, S. YARMOUTH, MA

07.10.2024
PERMIT SET



- (S) SMOKE DETECTOR
- (C) COMBINATION SMOKE / CARBON MONOXIDE DETECTOR



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2-BR RANCH FOR
HABITAT FOR HUMANITY OF CAPE COD
LOT #4
1121B ROUTE 28, S. YARMOUTH, MA

FOUNDATION PLAN

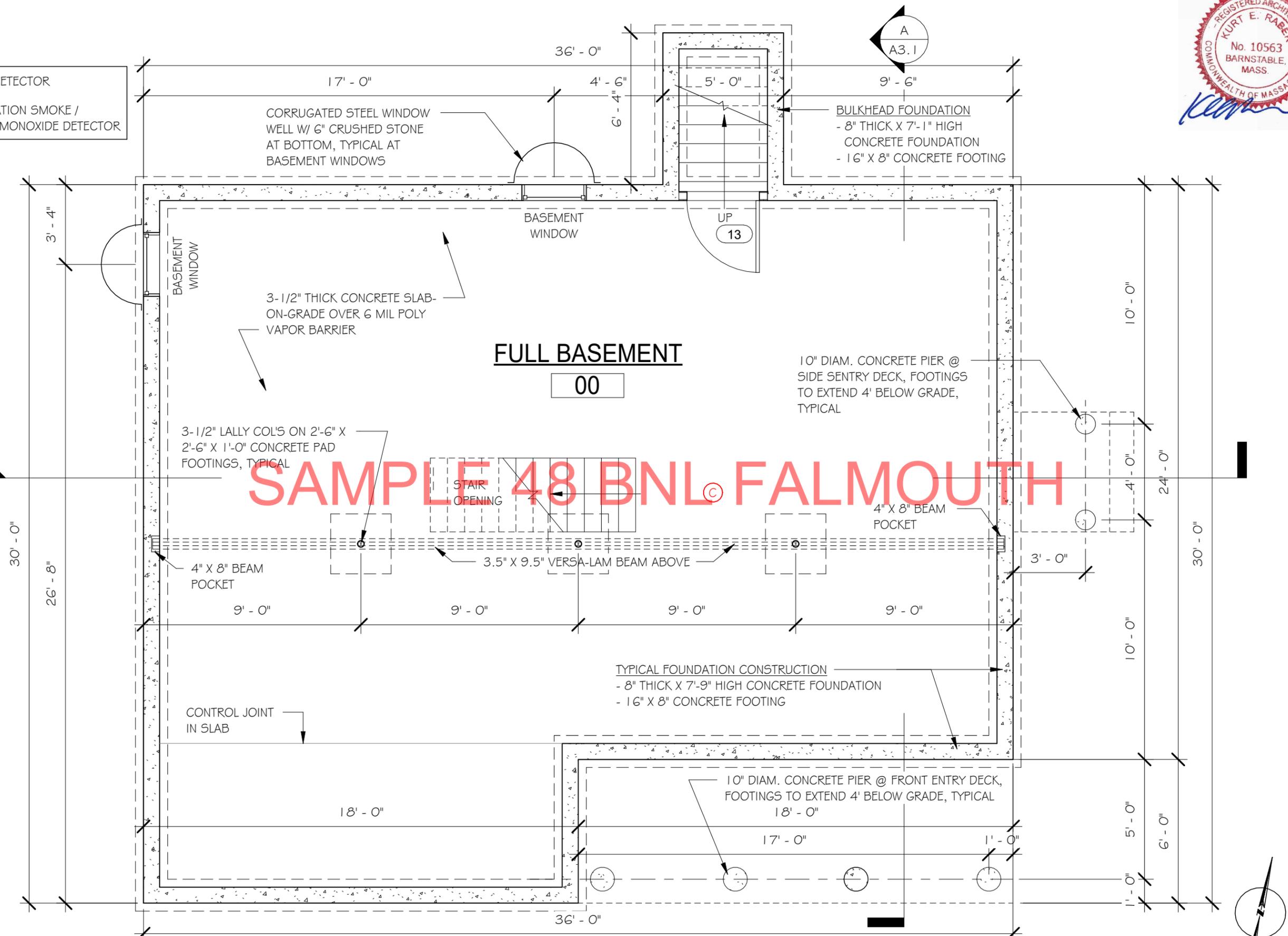
DATE ISSUED:
07.10.2024

DRAWN BY: TWS/JJD

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

DRAWING NO.:
A1.0

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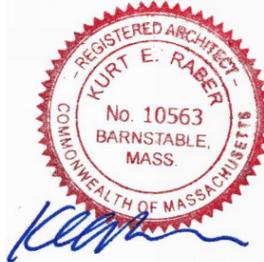
1 FOUNDATION PLAN
1/4" = 1'-0"

7/10/2024 1:21:39 PM H:\Current Projects\Commercial\HFH S. Yarmouth\Drawings\Current Dwgs \LOT#4_HFH_S. YARMOUTH_2BR RANCH RIGHT.rvt

SAMPLE 48 BNL © FALMOUTH

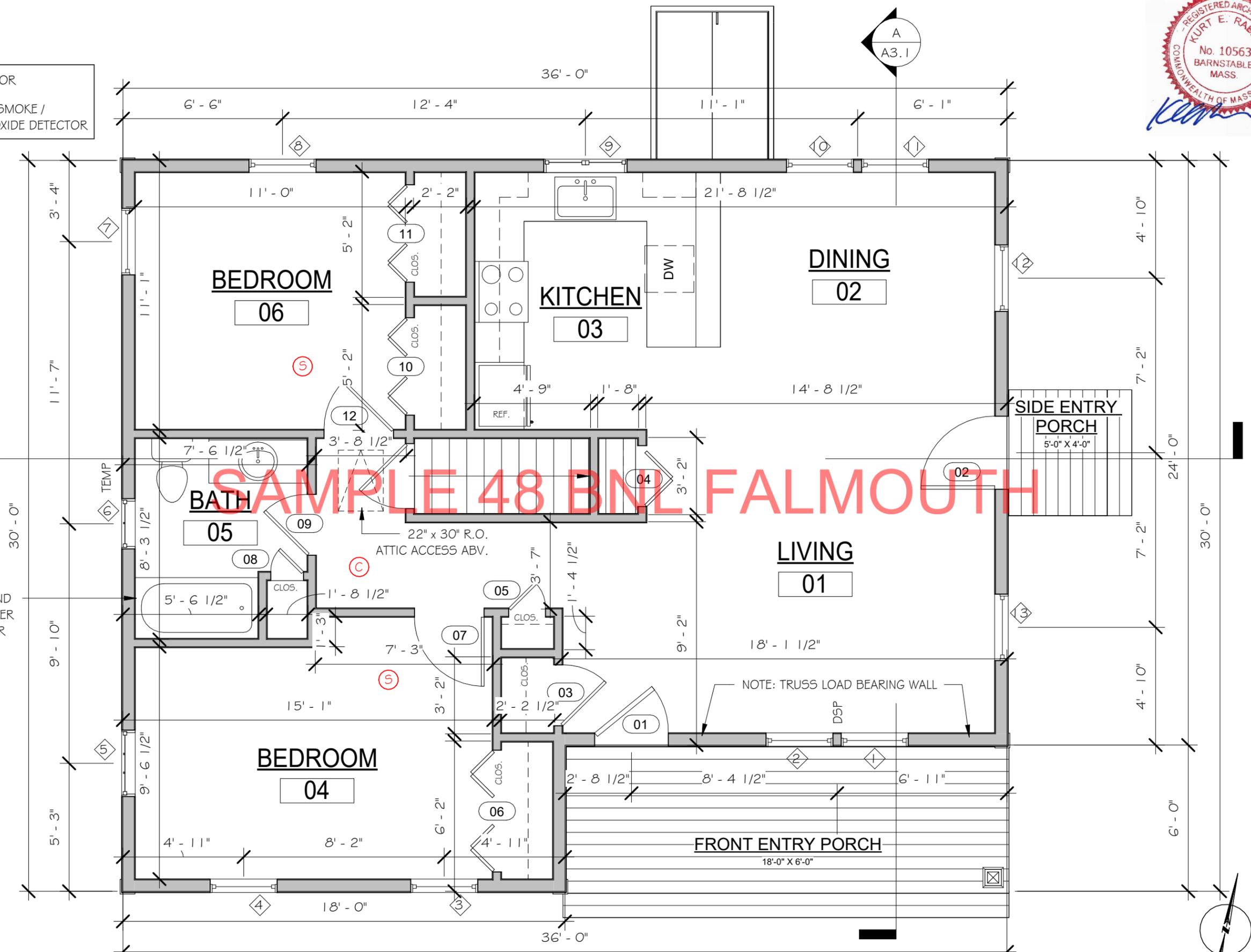
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- Ⓢ SMOKE DETECTOR
- ⓐ COMBINATION SMOKE / CARBON MONOXIDE DETECTOR



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PROVIDE INSULATION AND HOUSE WRAP AIR BARRIER AT EXTERIOR WALL PRIOR TO INSTALLING TUB / SHOWER UNIT

1 FLOOR PLAN - 3BR RANCH
1/4" = 1'-0"

2-BR RANCH FOR
HABITAT FOR HUMANITY OF CAPE COD
LOT #4
1121B ROUTE 28, S. YARMOUTH, MA

FIRST FLOOR
PLAN

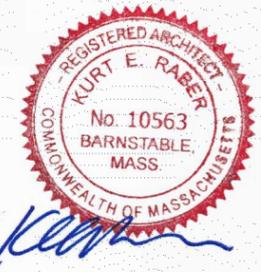
DATE ISSUED:
07.10.2024

DRAWN BY: TWS/JD

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

DRAWING NO.:
A1.1

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DATE ISSUED:

07.10.2024

DRAWN BY: TWS/JD

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

DRAWING NO.:

A2.1

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 **RIDGE**
17' - 8 5/8"

CAP SHINGLES OVER
CONTINUOUS RIDGE VENT

SOLAR READY
ROOF AREA

ARCHITECTURAL ASPHALT SHINGLE
ROOFING OVER UNDERLAYMENT
LAYERS AS REQUIRED BY CODE

5" ALUMINUM GUTTER OVER
1 X 8 PINE FASCIA, PAINTED

1 X 8 PINE FREIZE, PAINTED

PREFINISHED (WHITE)
ALUMINUM CAP FLASHING OVER
WINDOW & DOOR CASING, TYPICAL

WINDOW HEAD TRIM TYPICAL
AT FRONT ELEVATION, SEE
DETAIL #3 ON SHEET A5.3

VINYL SHUTTERS TYPICAL
AT FRONT ELEVATION

1 X 6 PINE CORNERBOARDS,
PAINTED

 **FIRST FLOOR**
0"

FIBER CEMENT CLAPBOARD
SIDING, AT +/-5" T.W., PAINTED

WINDOWS PER WINDOW SCHEDULE
W/ 1 X 4 PINE CASING, PAINTED

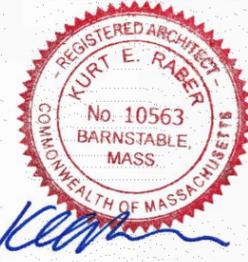
PILASTER AND CROSSHEAD
DOOR TRIM

PORCH W/ 5/4 X 6 P.T.
DECKING AND PINE
RISERS, PAINTED

1 FRONT ELEVATION
1/4" = 1'-0"

SAMPLE 48 BNL FALMOUTH

7/10/2024 1:21:44 PM
H:\Current Projects\Commercial\HFH S. Yarmouth\Drawings\ Current Dwgs \LOT#4_HFH_S. YARMOUTH_2BR RANCH RIGHT.rvt



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RIDGE
17' - 8 5/8"

CAP SHINGLES OVER
CONTINUOUS RIDGE VENT

ARCHITECTURAL ASPHALT SHINGLE
ROOFING OVER UNDERLAYMENT
LAYERS AS REQUIRED BY CODE

5" ALUMINUM GUTTER
OVER 1 X 8 PINE FASCIA,
PAINTED

1 X 8 PINE FREIZE, PAINTED

WHITE CEDAR SHINGLE
AT +/-5" T.W., PAINTED

WINDOWS PER WINDOW SCHEDULE
W/ 1 X 4 PINE CASING, PAINTED

1 X 6 PINE CORNERBOARDS,
PAINTED

FIRST FLOOR
0"



BILCO TYPE "C" CLASSIC SERIES
BULKHEAD DOOR, PAINTED

PREFINISHED (WHITE)
ALUMINUM CAP FLASHING
OVER WINDOW & DOOR
CASING, TYPICAL

1 REAR ELEVATION
1/4" = 1'-0"

2-BR RANCH FOR
HABITAT FOR HUMANITY OF CAPE COD

LOT #4
1121B ROUTE 28, S. YARMOUTH, MA

**REAR
ELEVATION**

DATE ISSUED:
07.10.2024

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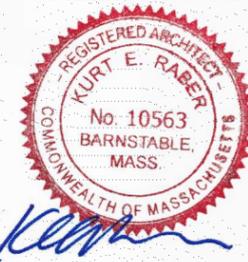
SCALE: 1/4" = 1'-0"

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RIDGE
17' - 8 5/8"



PREFINISHED (WHITE)
ALUMINUM CAP FLASHING OVER
WINDOW & DOOR CASING, TYPICAL

BILCO TYPE "C" CLASSIC
SERIES BULKHEAD DOOR,
PAINTED

1 x3 OVER 1 x 8 PINE RAKE
BOARDS, PAINTED

WHITE CEDAR SHINGLE
AT +/-5" T.W., PAINTED

WINDOWS PER WINDOW SCHEDULE
W/ 1 X 4 PINE CASING, PAINTED

1 X 6 PINE CORNERBOARDS,
PAINTED

FIRST FLOOR
0"

SAMPLE 48 BNL FALMOUTH

1 LEFT SIDE ELEVATION
1/4" = 1'-0"

2-BR RANCH FOR
HABITAT FOR HUMANITY OF CAPE COD
LOT #4
1121B ROUTE 28, S. YARMOUTH, MA

LEFT SIDE
ELEVATION

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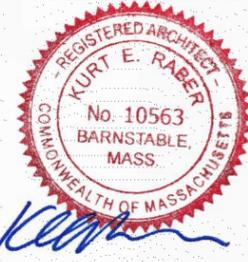
SCALE: 1/4" = 1'-0"

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RIDGE
17' - 8 5/8"

FIRST FLOOR
0"

1 x3 OVER 1 X 8 PINE RAKE
BOARDS, PAINTED

WHITE CEDAR SHINGLE
AT +/-5" T.W., PAINTED

8" SQUARE WOOD COLUMN

WINDOWS PER WINDOW SCHEDULE
W/ 1 X 4 PINE CASING, PAINTED

1 X 6 PINE CORNERBOARDS,
PAINTED

PREFINISHED (WHITE)
ALUMINUM CAP FLASHING
OVER WINDOW & DOOR
CASING, TYPICAL

BILCO TYPE "C" CLASSIC
SERIES BULKHEAD DOOR,
PAINTED

PORCH W/ 5/4 X 6 P.T. DECKING
AND PINE RISERS, PAINTED

1 RIGHT SIDE ELEVATION
1/4" = 1'-0"

SAMPLE 48 BNL FALMOUTH

2-BR RANCH FOR
HABITAT FOR HUMANITY OF CAPE COD

LOT #4
1121B ROUTE 28, S. YARMOUTH, MA

RIGHT SIDE
ELEVATION

DATE ISSUED:
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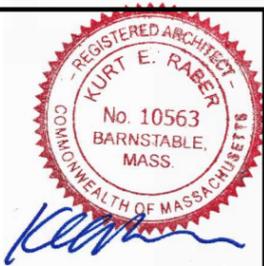
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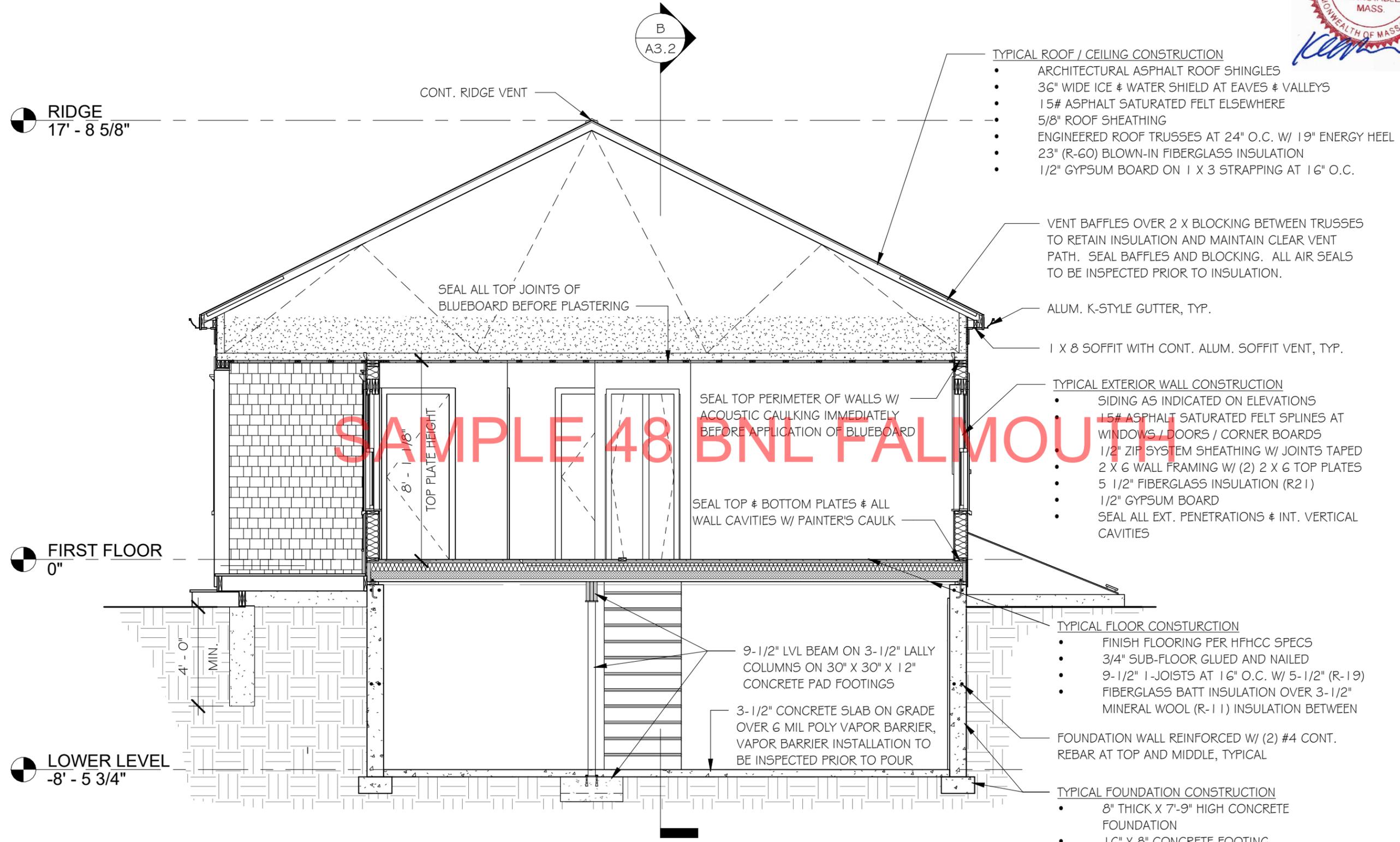


BUILDING SECTION

DATE ISSUED:
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SCALE: 1/4" = 1'-0"
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TYPICAL ROOF / CEILING CONSTRUCTION

- ARCHITECTURAL ASPHALT ROOF SHINGLES
- 36" WIDE ICE & WATER SHIELD AT EAVES & VALLEYS
- 15# ASPHALT SATURATED FELT ELSEWHERE
- 5/8" ROOF SHEATHING
- ENGINEERED ROOF TRUSSES AT 24" O.C. W/ 19" ENERGY HEEL
- 23" (R-60) BLOWN-IN FIBERGLASS INSULATION
- 1/2" GYPSUM BOARD ON 1 X 3 STRAPPING AT 16" O.C.

VENT BAFFLES OVER 2 X BLOCKING BETWEEN TRUSSES TO RETAIN INSULATION AND MAINTAIN CLEAR VENT PATH. SEAL BAFFLES AND BLOCKING. ALL AIR SEALS TO BE INSPECTED PRIOR TO INSULATION.

ALUM. K-STYLE GUTTER, TYP.

1 X 8 SOFFIT WITH CONT. ALUM. SOFFIT VENT, TYP.

TYPICAL EXTERIOR WALL CONSTRUCTION

- SIDING AS INDICATED ON ELEVATIONS
- 15# ASPHALT SATURATED FELT SPLINES AT WINDOWS / DOORS / CORNER BOARDS
- 1/2" ZIP SYSTEM SHEATHING W/ JOINTS TAPED
- 2 X 6 WALL FRAMING W/ (2) 2 X 6 TOP PLATES
- 5 1/2" FIBERGLASS INSULATION (R21)
- 1/2" GYPSUM BOARD
- SEAL ALL EXT. PENETRATIONS & INT. VERTICAL CAVITIES

SEAL TOP PERIMETER OF WALLS W/ ACOUSTIC CAULKING IMMEDIATELY BEFORE APPLICATION OF BLUEBOARD

SEAL TOP & BOTTOM PLATES & ALL WALL CAVITIES W/ PAINTER'S CAULK

TYPICAL FLOOR CONSTRUCTION

- FINISH FLOORING PER HFHCC SPECS
- 3/4" SUB-FLOOR GLUED AND NAILED
- 9-1/2" I-JOISTS AT 16" O.C. W/ 5-1/2" (R-19)
- FIBERGLASS BATT INSULATION OVER 3-1/2" MINERAL WOOL (R-11) INSULATION BETWEEN

FOUNDATION WALL REINFORCED W/ (2) #4 CONT. REBAR AT TOP AND MIDDLE, TYPICAL

TYPICAL FOUNDATION CONSTRUCTION

- 8" THICK X 7'-9" HIGH CONCRETE FOUNDATION
- 16" X 8" CONCRETE FOOTING

B
A3.2

RIDGE
17' - 8 5/8"

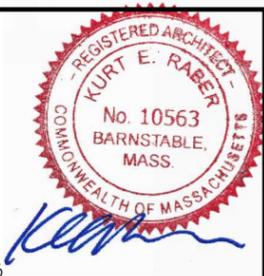
FIRST FLOOR
0"

LOWER LEVEL
-8' - 5 3/4"

A BUILDING SECTION A - 3 BR RANCH
1/4" = 1'-0"

SAMPLE 48 BNL FALMOUTH

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BUILDING SECTION

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

DRAWING NO.:

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- TYPICAL ROOF / CEILING CONSTRUCTION**
- ARCHITECTURAL ASPHALT ROOF SHINGLES
 - 36" WIDE ICE & WATER SHIELD AT EAVES & VALLEYS
 - 15# ASPHALT SATURATED FELT ELSEWHERE
 - 5/8" ROOF SHEATHING
 - ENGINEERED ROOF TRUSSES AT 24" O.C. W/ 19" ENERGY HEEL
 - 23" (R-60) BLOWN-IN FIBERGLASS INSULATION
 - 1/2" GYPSUM BOARD ON 1 X 3 STRAPPING AT 16" O.C.

VENT BAFFLES OVER 2 X BLOCKING BETWEEN TRUSSES TO RETAIN INSULATION AND MAINTAIN CLEAR VENT PATH. SEAL BAFFLES AND BLOCKING. ALL AIR SEALS TO BE INSPECTED PRIOR TO INSULATION.

SECOND FLOOR
10' - 0"

- TYPICAL EXTERIOR WALL CONSTRUCTION**
- SIDING AS INDICATED ON ELEVATIONS
 - 15# ASPHALT SATURATED FELT SPLINES AT WINDOWS / DOORS / CORNER BOARDS
 - 1/2" ZIP SYSTEM SHEATHING W/ JOINTS TAPED
 - 2 X 6 WALL FRAMING W/ (2) 2 X 6 TOP PLATES
 - 5 1/2" FIBERGLASS INSULATION (R21)
 - 1/2" GYPSUM BOARD
 - SEAL ALL EXT. PENETRATIONS & INT. VERTICAL CAVITIES

FIRST FLOOR
0"

- TYPICAL FLOOR CONSTRUCTION**
- FINISH FLOORING PER HFHCC SPECS
 - 3/4" SUB-FLOOR GLUED AND NAILED
 - 9-1/2" I-JOISTS AT 16" O.C. W/ 5-1/2" (R-19)
 - FIBERGLASS BATT INSULATION OVER 3-1/2" MINERAL WOOL (R-11) INSULATION BETWEEN

LOWER LEVEL
-8' - 5 3/4"

FOUNDATION WALL REINFORCED W/ (2) #4 CONT. REBAR AT TOP AND MIDDLE, TYPICAL

- TYPICAL FOUNDATION CONSTRUCTION**
- 8" THICK X 7'-9" HIGH CONCRETE FOUNDATION
 - 16" X 8" CONCRETE FOOTING

SEAL ALL TOP JOINTS OF BLUEBOARD BEFORE PLASTERING

SEAL TOP PERIMETER OF WALLS W/ ACOUSTIC CAULKING IMMEDIATELY BEFORE APPLICATION OF BLUEBOARD

SEAL TOP & BOTTOM PLATES & ALL WALL CAVITIES W/ PAINTER'S CAULK

3-1/2" CONCRETE SLAB ON GRADE OVER 6 MIL POLY VAPOR BARRIER, VAPOR BARRIER INSTALLATION TO BE INSPECTED PRIOR TO POUR

6-8" MIN. HEAD HT.

10 3/4"

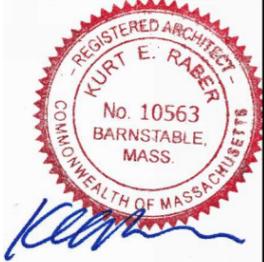
7' - 9"

B BUILDING SECTION B -3BR RANCH
1/4" = 1'-0"

SAMPLE 48 BNL FALMOUTH

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2-BR RANCH FOR
HABITAT FOR HUMANITY OF CAPE COD
LOT #4
1121B ROUTE 28, S. YARMOUTH, MA

FLOOR
FRAMING
PLAN

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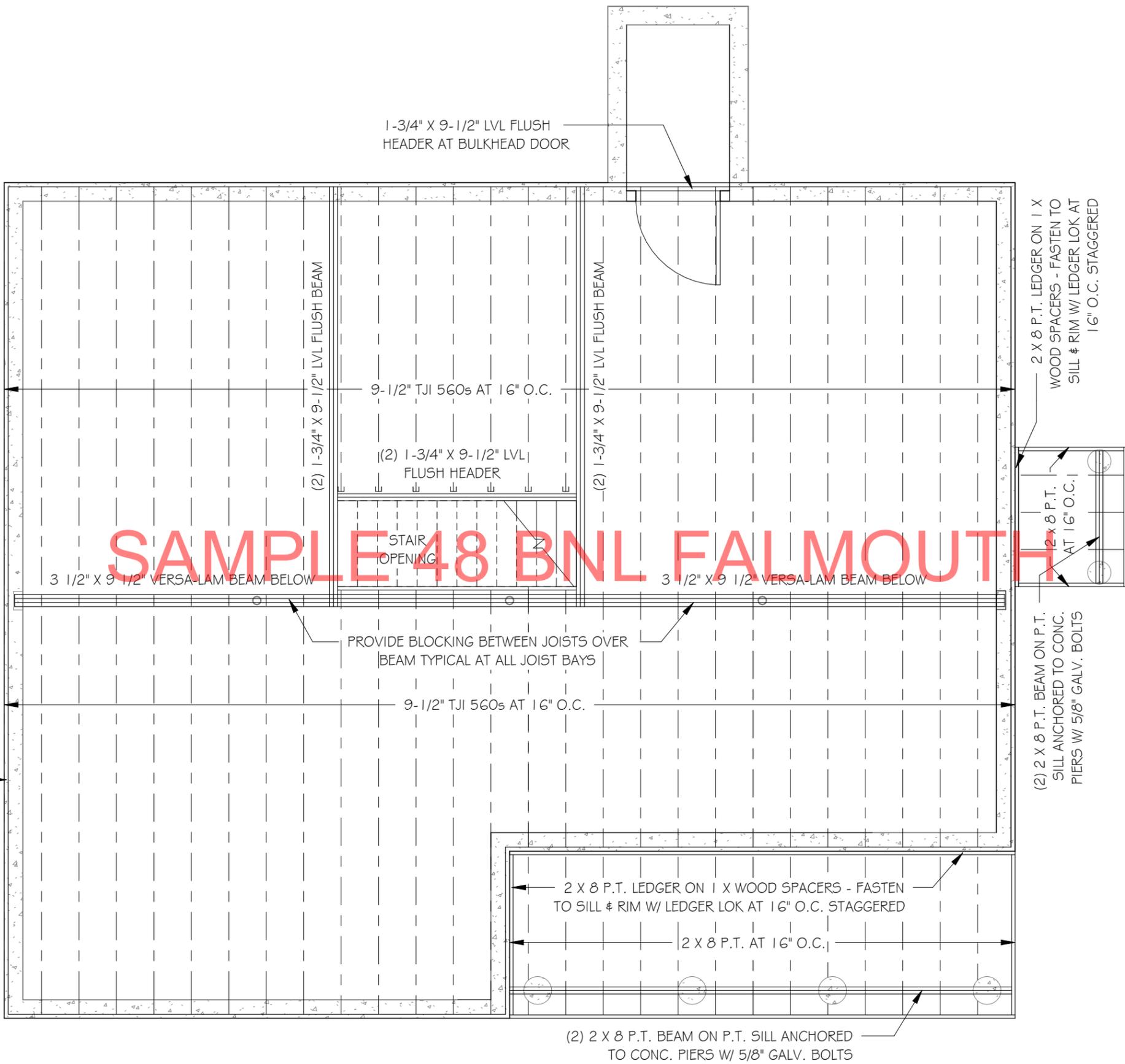
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SCALE: 1/4" = 1'-0"

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1-3/4" X 9-1/2" LVL RIM JOIST FULL PERIMETER OF FOUNDATION

1-3/4" X 9-1/2" LVL FLUSH HEADER AT BULKHEAD DOOR

(2) 1-3/4" X 9-1/2" LVL FLUSH BEAM

9-1/2" TJI 560s AT 16" O.C.

(2) 1-3/4" X 9-1/2" LVL FLUSH HEADER

(2) 1-3/4" X 9-1/2" LVL FLUSH BEAM

3 1/2" X 9 1/2" VERSA-LAM BEAM BELOW

STAIR OPENING

3 1/2" X 9 1/2" VERSA-LAM BEAM BELOW

PROVIDE BLOCKING BETWEEN JOISTS OVER BEAM TYPICAL AT ALL JOIST BAYS

9-1/2" TJI 560s AT 16" O.C.

2 X 8 P.T. LEDGER ON 1 X WOOD SPACERS - FASTEN TO SILL & RIM W/ LEDGER LOK AT 16" O.C. STAGGERED

2 X 8 P.T. AT 16" O.C.

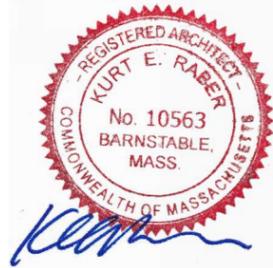
(2) 2 X 8 P.T. BEAM ON P.T. SILL ANCHORED TO CONC. PIERS W/ 5/8" GALV. BOLTS

2 X 8 P.T. LEDGER ON 1 X WOOD SPACERS - FASTEN TO SILL & RIM W/ LEDGER LOK AT 16" O.C. STAGGERED

2 X 8 P.T. AT 16" O.C.

(2) 2 X 8 P.T. BEAM ON P.T. SILL ANCHORED TO CONC. PIERS W/ 5/8" GALV. BOLTS

1 FLOOR FRAMING PLAN
1/4" = 1'-0"



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WINDOW SCHEDULE

MARK	MANUFACTURER	TYPE	MODEL NO.	WIDTH R.O.	HEIGHT R.O.	NOTES
1	MATHEWS BROTHERS	DOUBLE HUNG	DH2424	32.75"	58.75"	
2	MATHEWS BROTHERS	DOUBLE HUNG	DH2424	32.75"	58.75"	
3	MATHEWS BROTHERS	DOUBLE HUNG	DH2424	32.75"	58.75"	
4	MATHEWS BROTHERS	DOUBLE HUNG	DH2424	32.75"	58.75"	
5	MATHEWS BROTHERS	AWNING	AW3230	32.75"	30.75"	
6	MATHEWS BROTHERS	CASEMENT	CA2442	24.75"	42.75"	
7	MATHEWS BROTHERS	DOUBLE HUNG	DH2424	32.75"	58.75"	
8	MATHEWS BROTHERS	DOUBLE HUNG	DH2424	32.75"	58.75"	
9	MATHEWS BROTHERS	CASEMENT	CA2042	40.75"	42.75"	
10	MATHEWS BROTHERS	DOUBLE HUNG	DH2424	32.75"	58.75"	
11	MATHEWS BROTHERS	DOUBLE HUNG	DH2424	32.75"	58.75"	
12	MATHEWS BROTHERS	DOUBLE HUNG	DH2424	32.75"	58.75"	
13	MATHEWS BROTHERS	DOUBLE HUNG	DH2424	32.75"	58.75"	

SAMPLE 48 BNL FALMOUTH

NOTES:

1. ALL DOUBLE HUNG WINDOWS ARE TO BE MATHEWS BROTHERS VINYL WINDOWS. ALL CASEMENT AND AWNING WINDOWS ARE TO BE MATHEWS BROTHERS VINYL WINDOWS.
2. GRILLE PATTERNS ARE TO BE 7/8" SIMULATED DIVIDED LITE, PERMANENTLY APPLIED INTERIOR & EXTERIOR, IN THE CONFIGURATIONS SHOWN ON THE ELEVATIONS.
3. ALL WINDOWS ARE TO BE PROVIDED WITH TRIPLE PANE INSULATED GLASS WITH LOW-E COATING.
4. ALL WINDOWS ARE TO BE PROVIDED WITH FULL CONVENTIONAL INSECT SCREENS WITH ALUMINUM MESH.
5. VERIFY ROUGH OPENINGS LISTED ON WINDOW SCHEDULE PRIOR TO ROUGH FRAMING.
6. ALL WINDOWS LOCATED IN HAZARDOUS LOCATIONS PER THE BUILDING CODE ARE TO HAVE TEMPERED GLASS. SEE FLOOR PLANS FOR SPECIFIC LOCATIONS REQUIRING TEMPERED GLASS, INDICATED AS "TEMP".

**2-BR RANCH FOR
HABITAT FOR HUMANITY OF CAPE COD
LOT #4
1121B ROUTE 28, S. YARMOUTH, MA**

**WINDOW
SCHEDULE**

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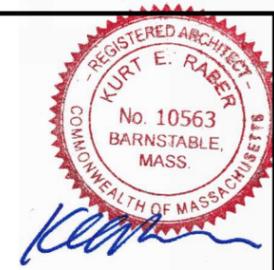
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DOOR AND FRAME SCHEDULE

Number	Width	Height	Thickness	Type	Manufacturer	Model No.	Door Material	Door Finish	Glazing	Frame Material	Notes
01	3' - 0"	6' - 8"	1 3/4"	HINGED SINGLE EXT.	THERMA-TRU	SMOOTH STAR S296	FIBERGLASS	PAINTED	T.I.G. W/ LOW-E COATING	WOOD	
02	3' - 0"	6' - 8"	1 3/4"	HINGED SINGLE EXT.	THERMA-TRU	SMOOTH STAR S2150-SDL	FIBERGLASS	PAINTED	T.I.G. W/ LOW-E COATING	WOOD	
03	2' - 6"	6' - 8"	1 3/8"	HINGED SINGLE INT.	JELD-WEN	COLONIST TEXTURED	MOLDED COMPOSITE	PAINTED		WOOD	
04	2' - 6"	6' - 8"	1 3/8"	BIFOLD SINGLE INT.	JELD-WEN	COLONIST TEXTURED	MOLDED COMPOSITE	PAINTED		WOOD	PROVIDE SINGLE BIFOLD HARDWARE
05	1' - 6"	6' - 8"	1 3/8"	HINGED SINGLE INT.	JELD-WEN	COLONIST TEXTURED	MOLDED COMPOSITE	PAINTED		WOOD	
06	5' - 0"	6' - 8"	1 1/2"	BIFOLD DOUBLE INT.	JELD-WEN	COLONIST TEXTURED	MOLDED COMPOSITE	PAINTED		WOOD	PROVIDE DOUBLE BIFOLD HARDWARE
07	2' - 10"	6' - 8"	1 3/8"	HINGED SINGLE INT.	JELD-WEN	COLONIST TEXTURED	MOLDED COMPOSITE	PAINTED		WOOD	
08	1' - 4"	6' - 8"	1 3/8"	HINGED SINGLE INT.	JELD-WEN	COLONIST TEXTURED	MOLDED COMPOSITE	PAINTED		WOOD	
09	2' - 6"	6' - 8"	1 3/8"	HINGED SINGLE INT.	JELD-WEN	COLONIST TEXTURED	MOLDED COMPOSITE	PAINTED		WOOD	
10	4' - 0"	6' - 8"	1 3/8"	BIFOLD DOUBLE INT.	JELD-WEN	COLONIST TEXTURED	MOLDED COMPOSITE	PAINTED		WOOD	PROVIDE DOUBLE BIFOLD HARDWARE
11	4' - 0"	6' - 8"	1 3/8"	BIFOLD DOUBLE INT.	JELD-WEN	COLONIST TEXTURED	MOLDED COMPOSITE	PAINTED		WOOD	PROVIDE DOUBLE BIFOLD HARDWARE
12	2' - 10"	6' - 8"	1 3/8"	HINGED SINGLE INT.	JELD-WEN	COLONIST TEXTURED	MOLDED COMPOSITE	PAINTED		WOOD	
13	3' - 0"	6' - 8"	1 3/4"	HINGED SINGLE EXT.	THERMA-TRU	SMOOTH STAR S210	FIBERGLASS	PAINTED		WOOD	BASEMENT DOOR TO BULKHEAD

DOOR & FRAME NOTES:

- DOOR SIZE INDICATED IS LEAF DIMENSION (OR BOTH LEAFS ON DOUBLE DOORS). VERIFY MANUFACTURER'S RECOMMENDED ROUGH OPENING FOR ALL DOORS PRIOR TO ROUGH FRAMING.
- ALL EXTERIOR GLAZED DOORS ARE TO BE PROVIDED WITH TEMPERED / INSULATED GLASS WITH LOW-E COATING -- NOTED ON SCHEDULE AS "T.I.G."
- ALL DOOR FRAMES TO BE PRIMED AND PAINTED THE SAME COLOR AS THE CASINGS APPLIED TO THEM.

2-BR RANCH FOR
HABITAT FOR HUMANITY OF CAPE COD

LOT #4

1121B ROUTE 28, S. YARMOUTH, MA

DOOR SCHEDULE

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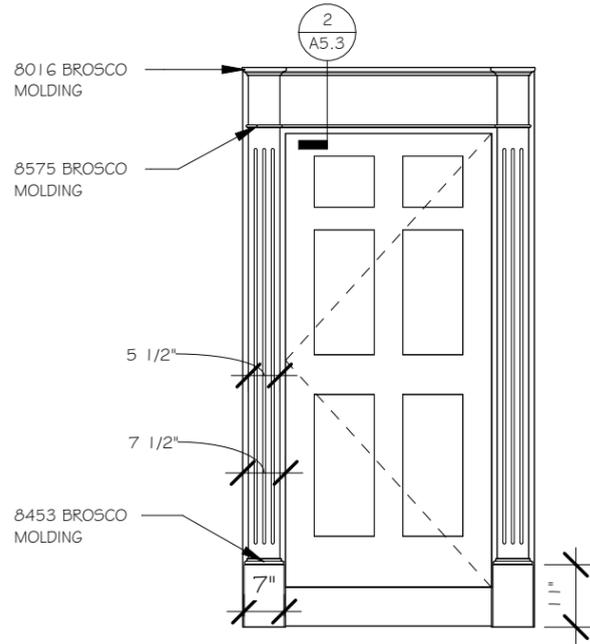
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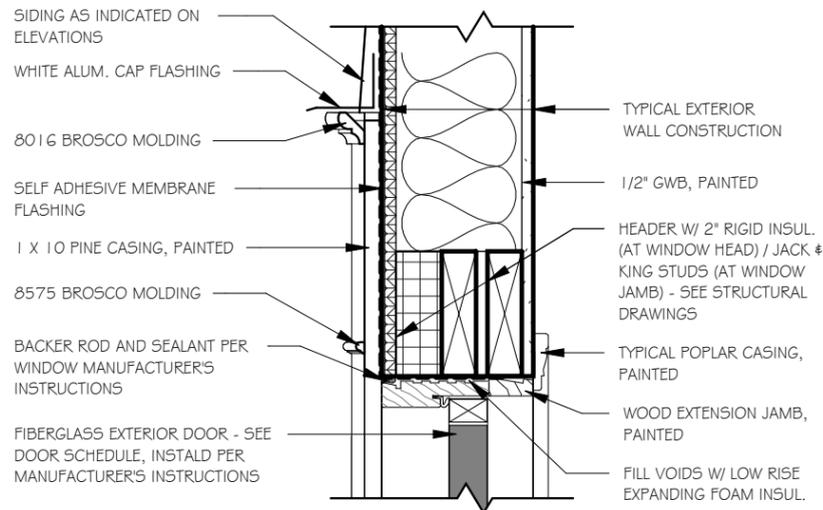
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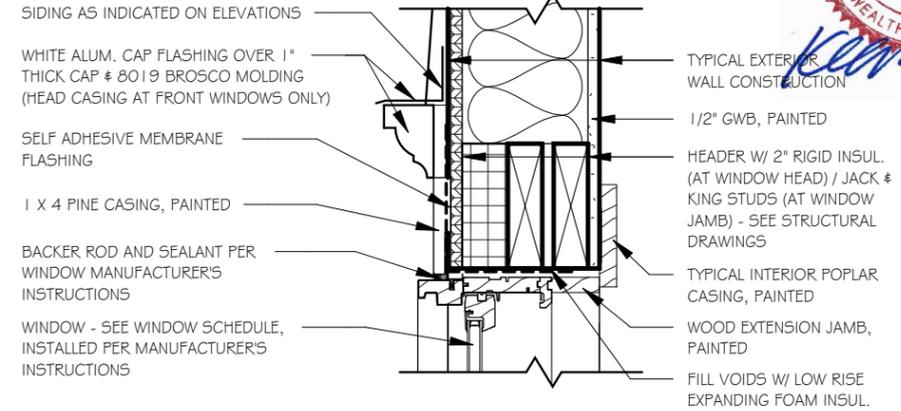
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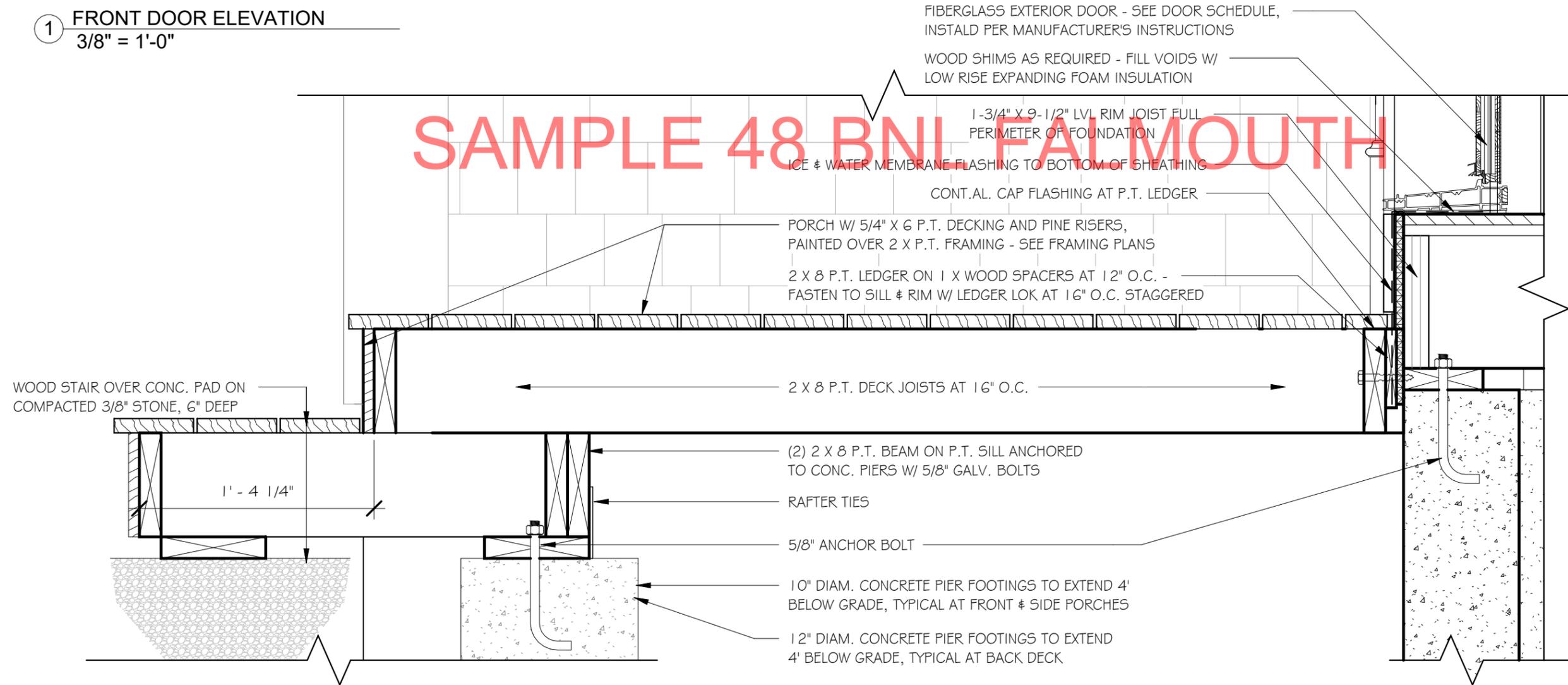
1 FRONT DOOR ELEVATION
3/8" = 1'-0"



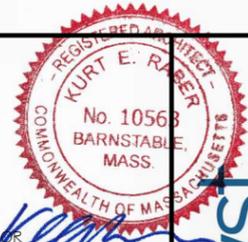
2 FRONT DOOR DETAIL
1 1/2" = 1'-0"



3 TYPICAL WINDOW DETAIL
1 1/2" = 1'-0"



4 TYPICAL DECK DETAIL
1 1/2" = 1'-0"



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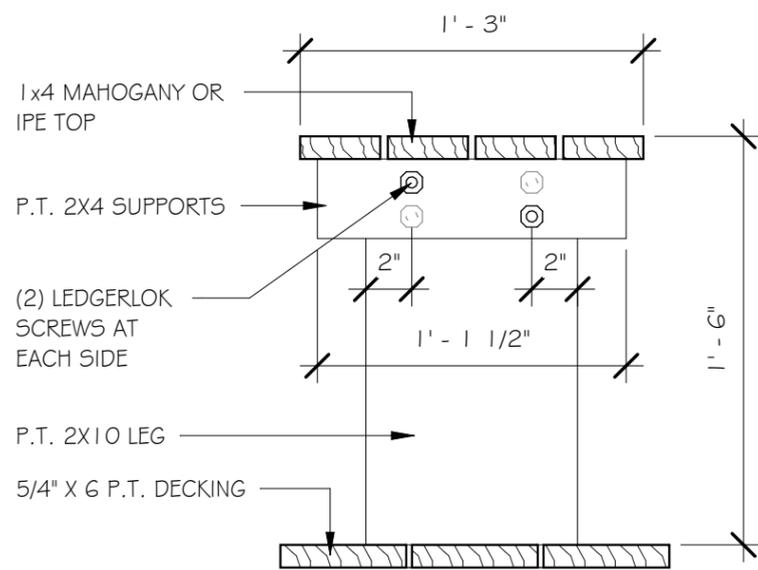
DETAILS

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DRAWING NO.:

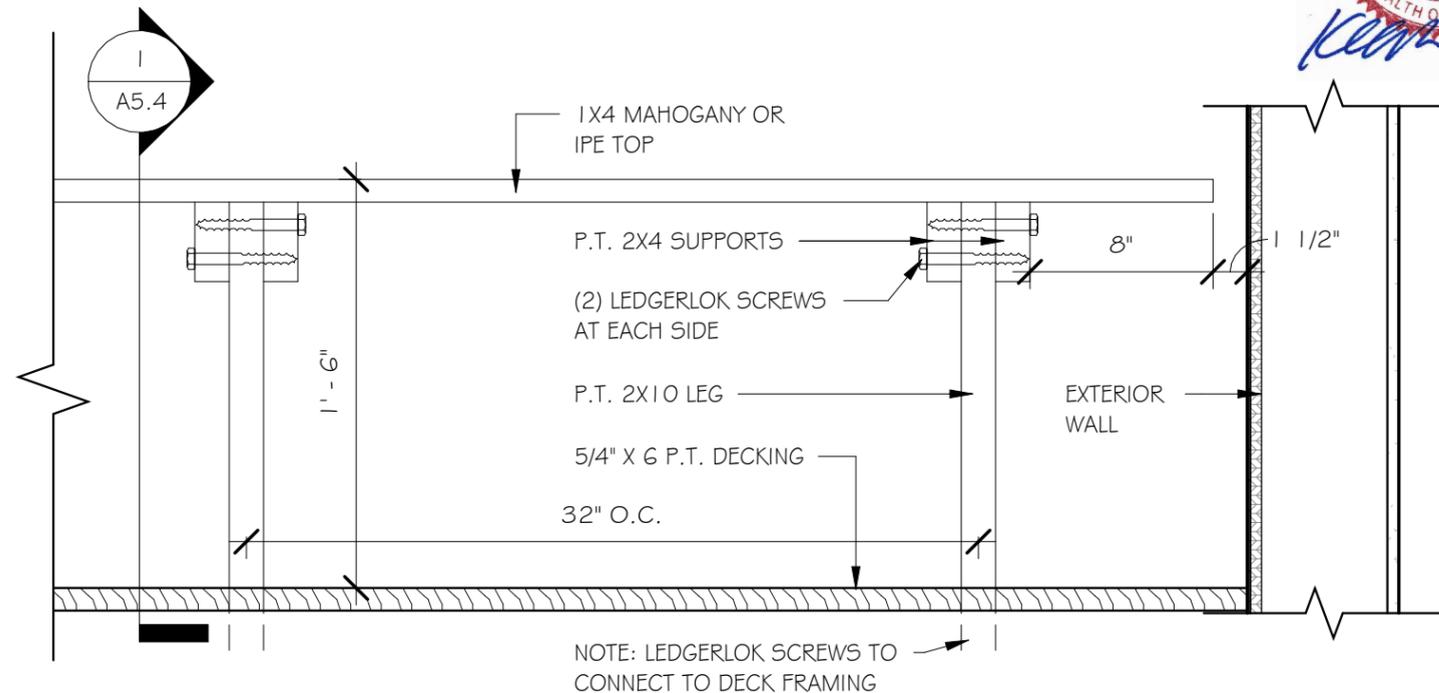
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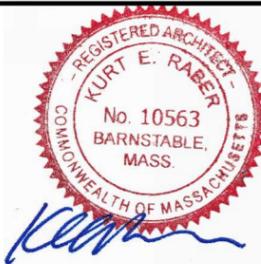
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① DECK SEAT BENCH SECTION
1 1/2" = 1'-0"



② DECK SEAT BENCH
1 1/2" = 1'-0"



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HABITAT FOR HUMANITY OF CAPE COD
LOT #4
1121B ROUTE 28, S. YARMOUTH, MA

DETAILS

DATE ISSUED:

07.10.2024

DRAWN BY: Author

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

DRAWING NO.:

A5.4

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SAMPLE 48 BNL FALMOUTH



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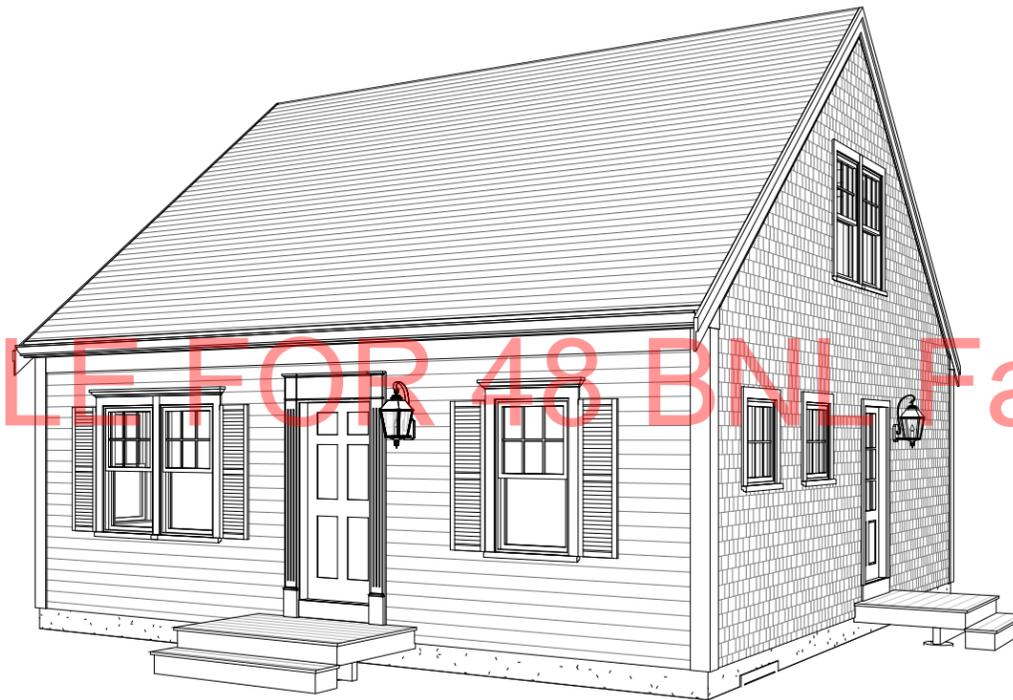
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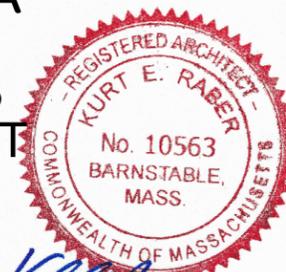
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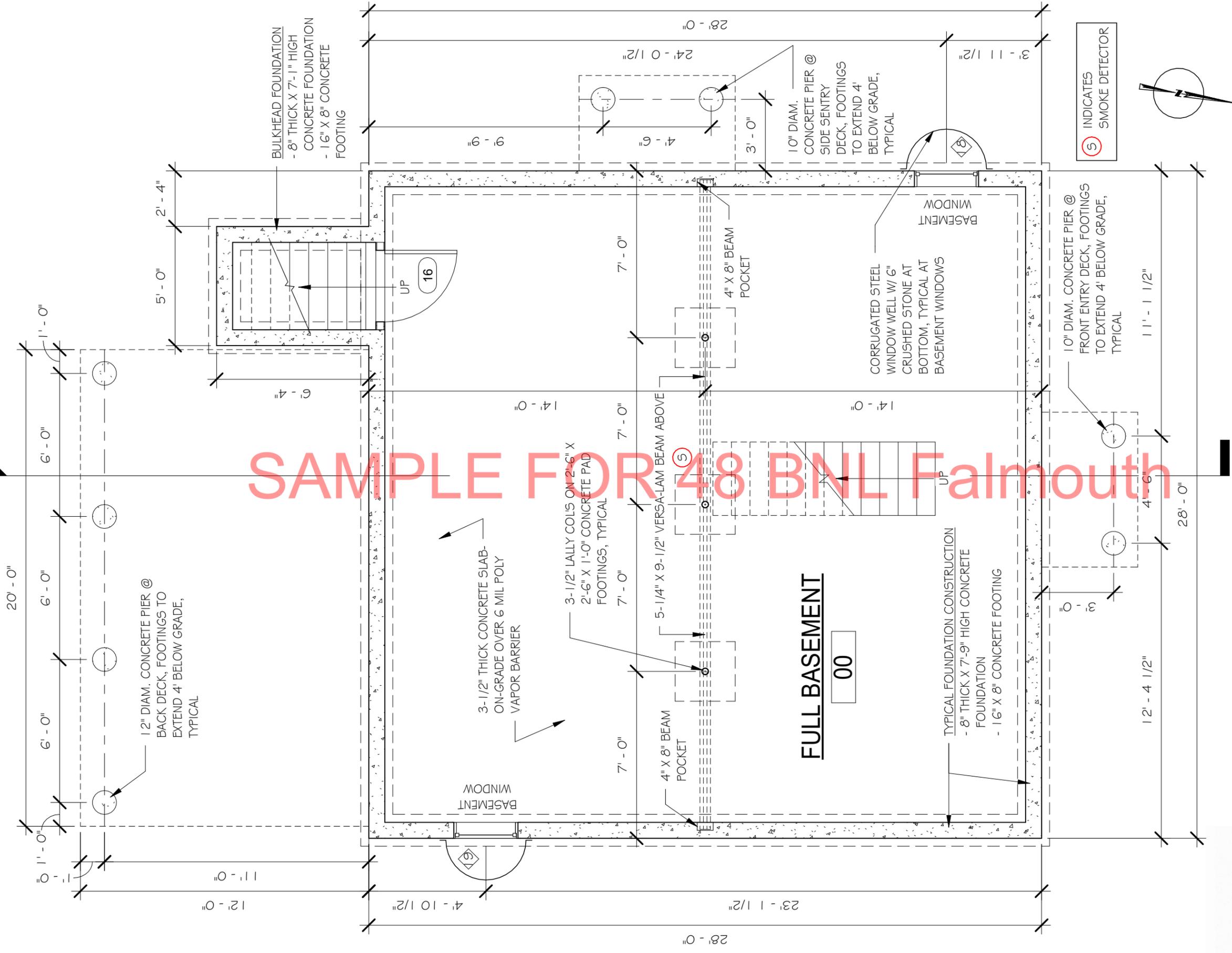
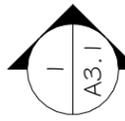
SAMPLE FOR 48 BNL Falmouth

3-BR CAPE FOR
HABITAT FOR HUMANITY OF CAPE COD
LOT #1 - 1 JACK DELANEY LANE
DENNIS, MA

05.23.2023
PERMIT SET

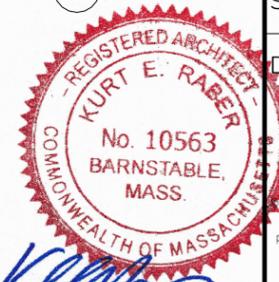


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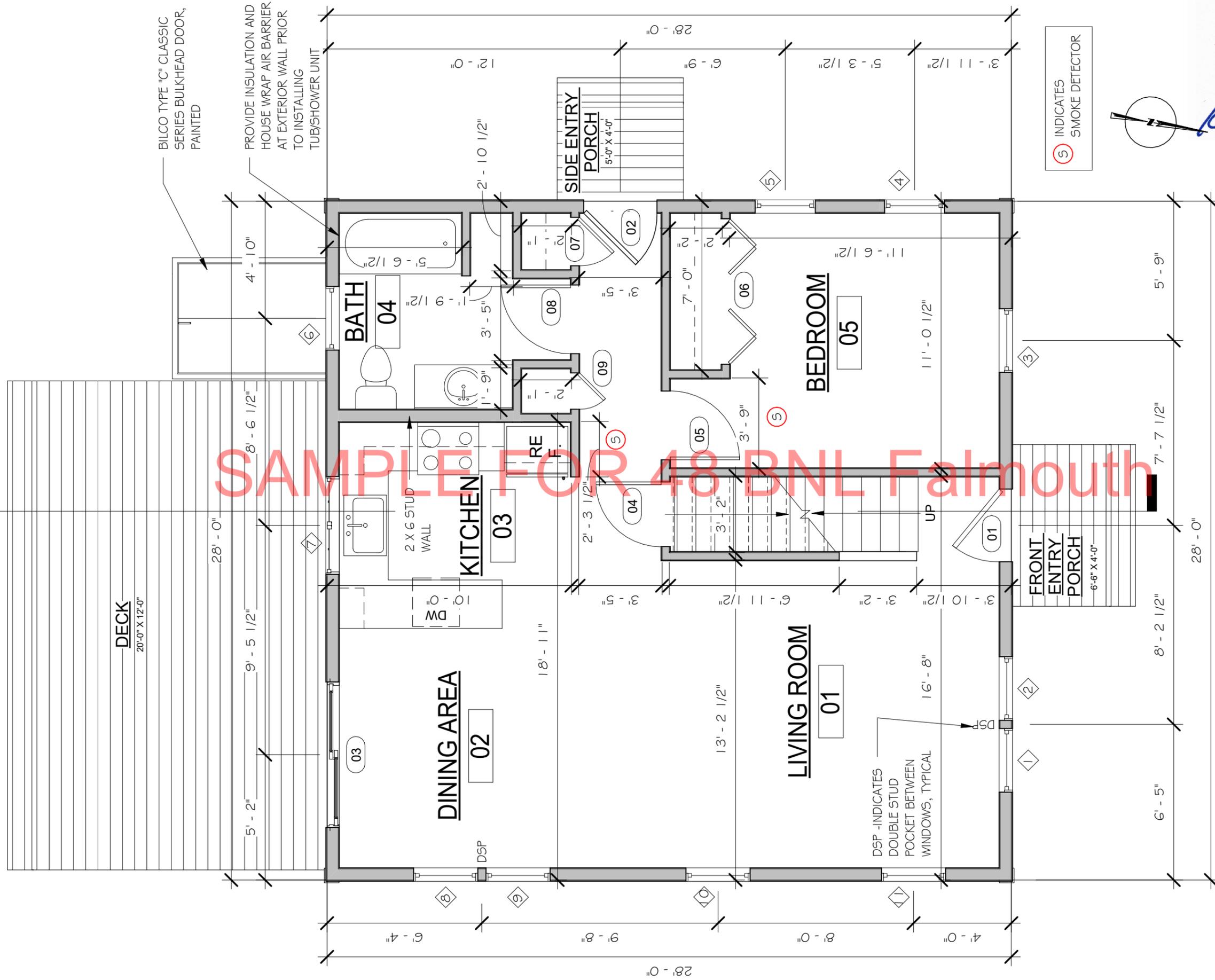
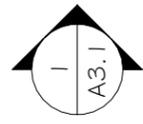
SAMPLE FOR 48 BNL Falmouth

1 FOUNDATION PLAN
1/4" = 1'-0"



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DECK
20'-0" X 12'-0"

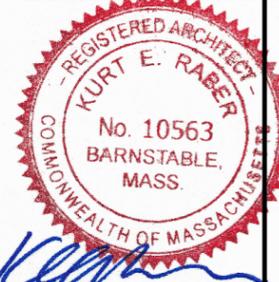
BILCO TYPE "C" CLASSIC SERIES BULKHEAD DOOR, PAINTED

PROVIDE INSULATION AND HOUSE WRAP AIR BARRIER AT EXTERIOR WALL PRIOR TO INSTALLING TUB/SHOWER UNIT

DSP - INDICATES DOUBLE STUD POCKET BETWEEN WINDOWS, TYPICAL

(S) INDICATES SMOKE DETECTOR

1 FIRST FLOOR PLAN
1/4" = 1'-0"



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3-BR CAPE FOR
HABITAT FOR HUMANITY OF CAPE COD
LOT #1 JACK DELANEY ROAD
DENNIS, MA

FIRST FLOOR PLAN

DATE ISSUED:
05.23.2023

DRAWN BY: SW/TWS/JD
SCALE: 1/4" = 1'-0"

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1 FRONT ELEVATION
1/4" = 1'-0"

3-BR CAPE FOR
HABITAT FOR HUMANITY OF CAPE COD
LOT #1 JACK DELANEY ROAD
DENNIS, MA

FRONT
ELEVATION

DATE ISSUED:
05.23.2023

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

DRAWING NO.:
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1 REAR ELEVATION
1/4" = 1'-0"

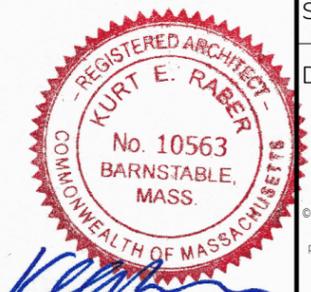
3-BR CAPE FOR
HABITAT FOR HUMANITY OF CAPE COD
LOT #1 JACK DELANEY ROAD
DENNIS, MA

REAR
ELEVATION

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

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3-BR CAPE FOR
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LOT #1 JACK DELANEY ROAD
DENNIS, MA

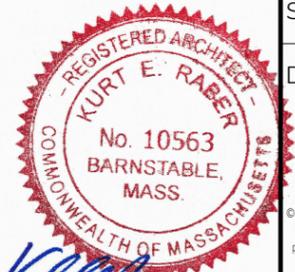
RIGHT SIDE ELEVATION

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DRAWN BY: SW/TWS/JD

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

DRAWING NO.:
A2.3



RIDGE
21' - 4 1/2"

WHITE CEDAR SHINGLE
AT +/-5" T.W., PAINTED W/ HABITAT
LOGO / PATTERN CUT INTO SHINGLES

1 x3 OVER 1 X 8 PINE RAKE
BOARDS, PAINTED

WHITE CEDAR SHINGLE
AT +/-5" T.W., PAINTED

SECOND FLOOR
8' - 11 1/8"

PREFINISHED (WHITE)
ALUMINUM CAP FLASHING OVER
WINDOW & DOOR CASING, TYPICAL

CLAD WOOD WINDOWS - SEE
WINDOW SCHEDULE W/ 1 X 4
PINE CASING, PAINTED

1 X 6 PINE CORNERBOARDS,
PAINTED

FIRST FLOOR
0"

FRONT ENTRY PORCH W/
5/4" X 6 P.T. DECKING AND
PINE RISERS, PAINTED

SIDE ENTRY PORCH W/ 5/4" X 6
P.T. DECKING AND PINE RISERS,
PAINTED

1 X 6 PINE CORNERBOARDS,
TYPICAL AT DORMERS, AINTED

ALUMINUM STEP FLASHING TO
EXTEND BEHIND SIDING AND
ALTERNATE WITH SHINGLE
COURSES

DOOR -SEE DOOR SCHEDULE
W/ 1 X 4 PINE CASING, PAINTED

BILCO TYPE "C" CLASSIC
SERIES BULKHEAD DOOR,
PAINTED

1 RIGHT SIDE ELEVATION
1/4" = 1'-0"

SAMPLE FOR 48 BNL Falmouth

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**3-BR CAPE FOR
HABITAT FOR HUMANITY OF CAPE COD
LOT #1 JACK DELANEY ROAD
DENNIS, MA**

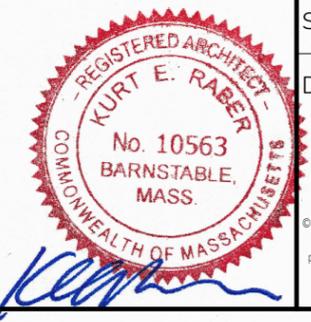
**LEFT SIDE
ELEVATION**

DATE ISSUED:
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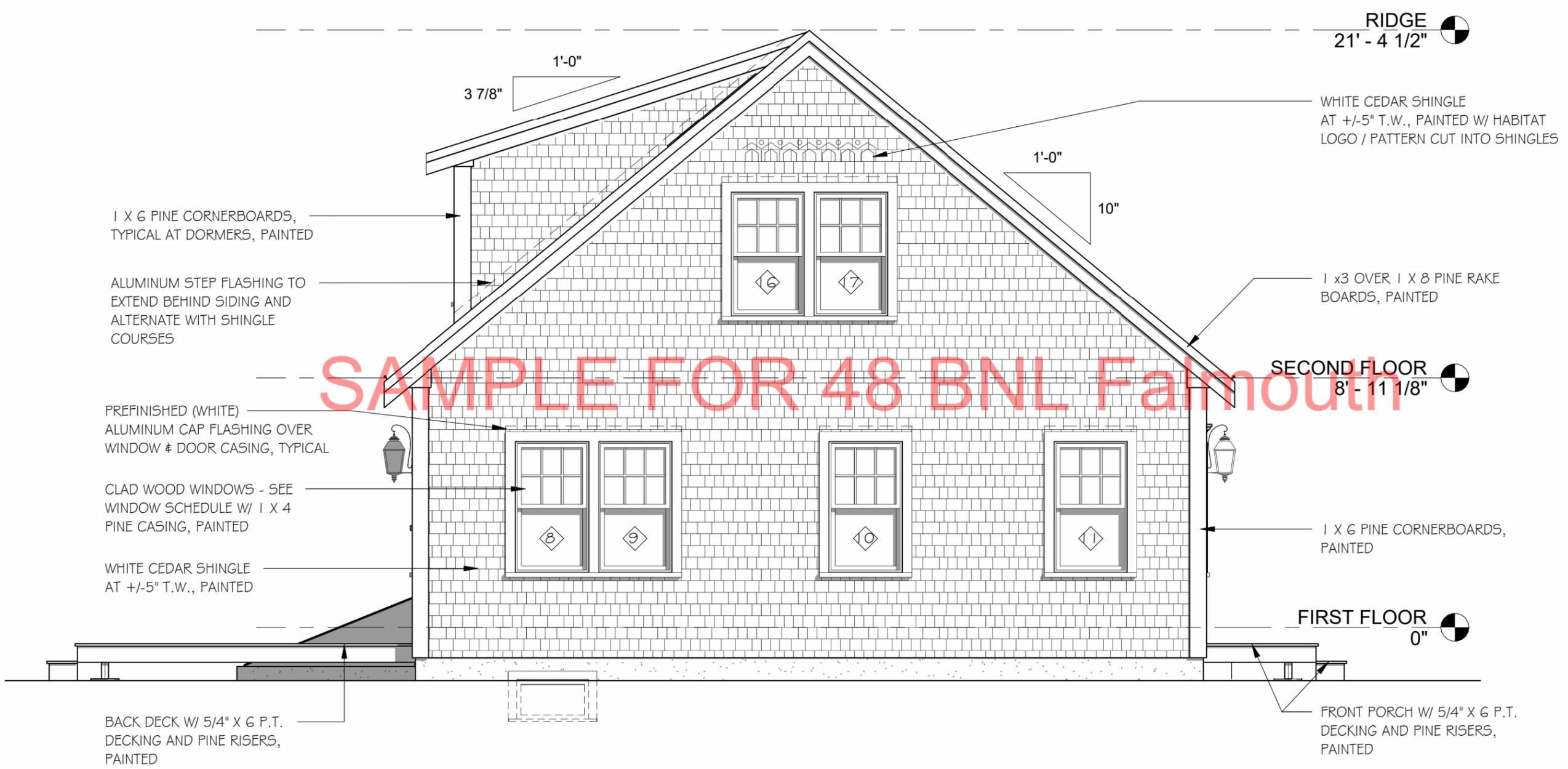
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BY: SW/TWS/JD

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

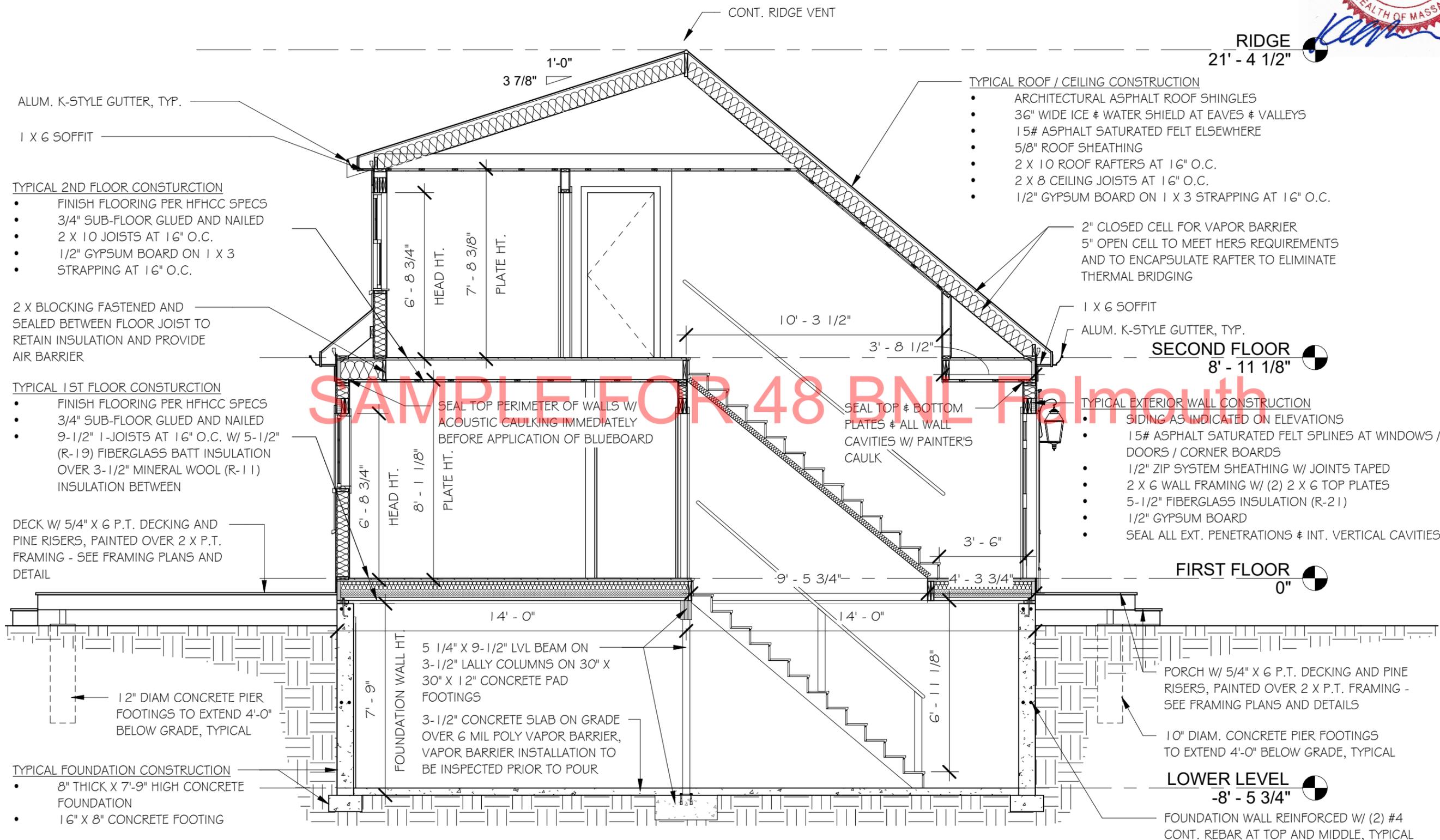
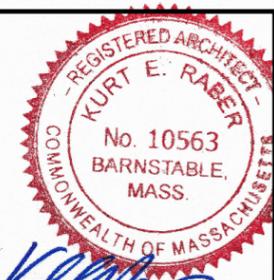
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1 LEFT SIDE ELEVATION
1/4" = 1'-0"



1 BUILDING SECTION A - 3 BR CAPE
1/4" = 1'-0"

3-BR CAPE FOR
HABITAT FOR HUMANITY OF CAPE COD
LOT #1 JACK DELANEY ROAD
DENNIS, MA

BUILDING SECTION

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05.23.2023

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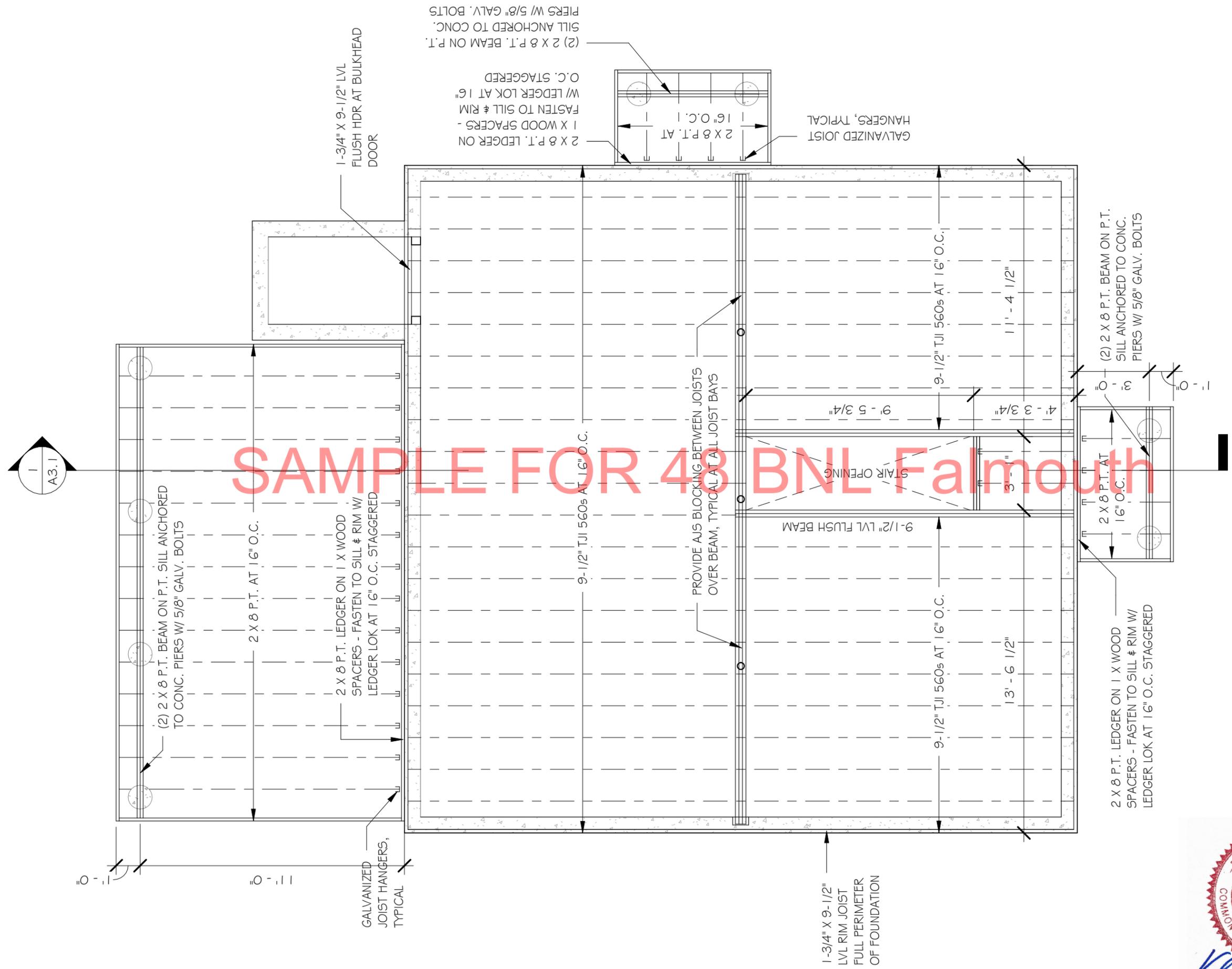
SCALE: 1/4" = 1'-0"

DRAWING NO.:

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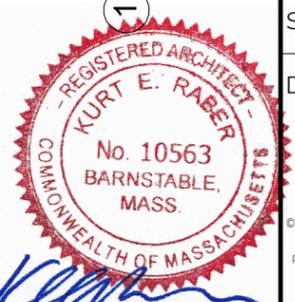
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SAMPLE FOR 48 BNL Falmouth

FLOOR FRAMING PLAN
1/4" = 1'-0"



FLOOR FRAMING PLAN

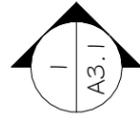
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SCALE: 1/4" = 1'-0"

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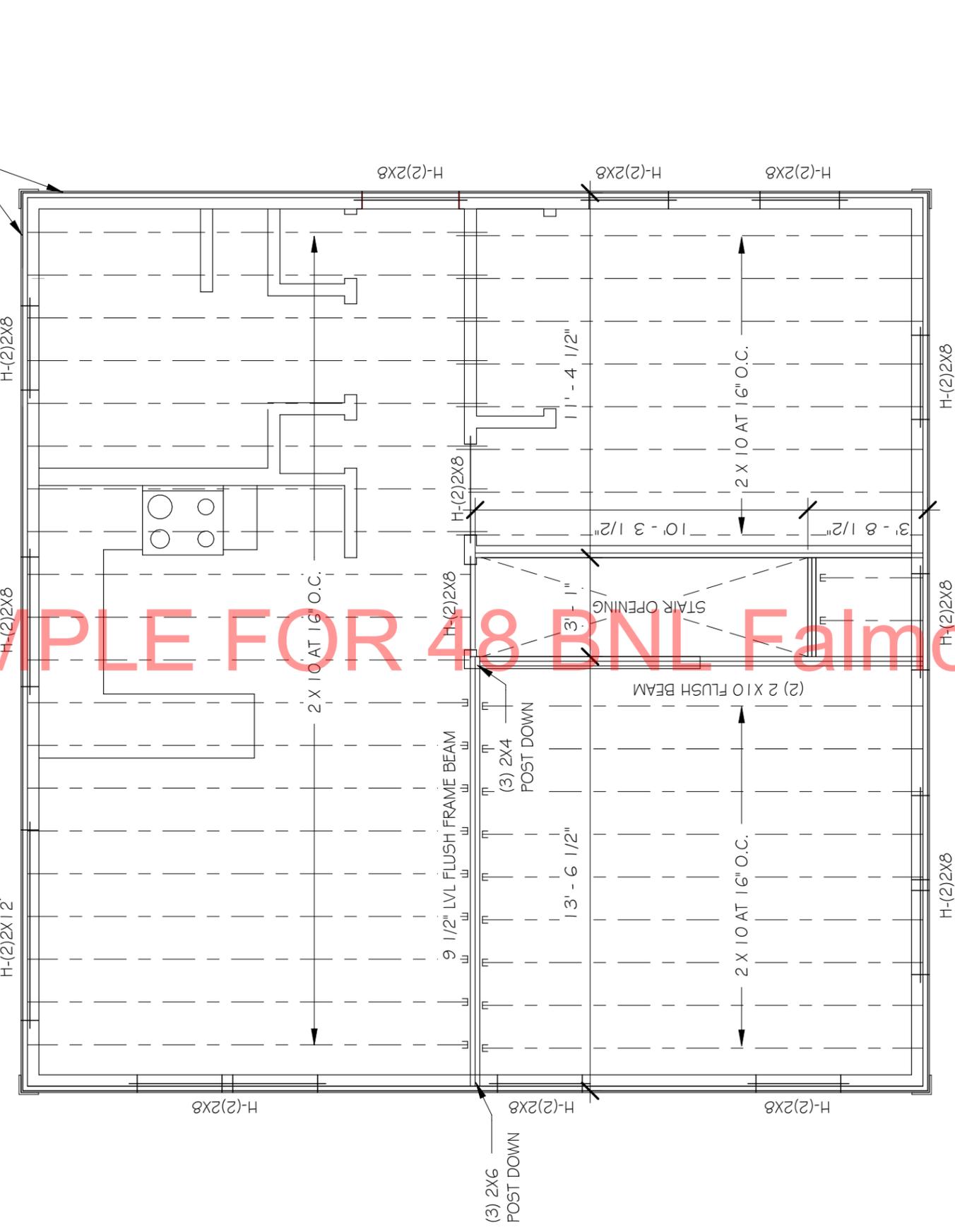
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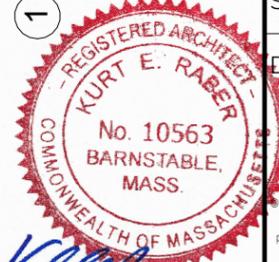
SAMPLE FOR 48 BNL Falmouth

INDICATES HEADER SIZE FOR WINDOW / DOOR OPENINGS BELOW

2X10 RIM JOIST FULL PERIMETER



1 SECOND FLOOR FRAMING PLAN
1/4" = 1'-0"



3-BR CAPE FOR
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LOT #1 JACK DELANEY ROAD
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SECOND FLOOR FRAMING PLAN

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WINDOW SCHEDULE						
MARK	MANUFACTURER	TYPE	MODEL NO.	WIDTH R.O.	HEIGHT R.O.	NOTES
1	ANDERSEN 200 SERIES	DOUBLE HUNG	244DH2849	2' - 7 1/2"	4' - 8 1/2"	
2	ANDERSEN 200 SERIES	DOUBLE HUNG	244DH2849	2' - 7 1/2"	4' - 8 1/2"	
3	ANDERSEN 200 SERIES	DOUBLE HUNG	244DH2849	2' - 7 1/2"	4' - 8 1/2"	
4	ANDERSEN A-SERIES	DOUBLE HUNG	ADH2644	2' - 5 1/2"	2' - 7 1/2"	
5	ANDERSEN A-SERIES	DOUBLE HUNG	ADH2644	2' - 5 1/2"	2' - 7 1/2"	
6	ANDERSEN 200 SERIES	DOUBLE HUNG	244DH2849	2' - 7 1/2"	4' - 8 1/2"	
7	ANDERSEN 400 SERIES	CASEMENT	C23	4' - 0 1/2"	3' - 0 1/2"	
8	ANDERSEN 200 SERIES	DOUBLE HUNG	244DH2849	2' - 7 1/2"	4' - 8 1/2"	
9	ANDERSEN 200 SERIES	DOUBLE HUNG	244DH2849	2' - 7 1/2"	4' - 8 1/2"	
10	ANDERSEN 200 SERIES	DOUBLE HUNG	244DH2849	2' - 7 1/2"	4' - 8 1/2"	
11	ANDERSEN 200 SERIES	DOUBLE HUNG	244DH2849	2' - 7 1/2"	4' - 8 1/2"	
12	ANDERSEN 200 SERIES	DOUBLE HUNG	244DH2849	2' - 7 1/2"	4' - 5 1/2"	
13	ANDERSEN 200 SERIES	DOUBLE HUNG	244DH2849	2' - 7 1/2"	4' - 5 1/2"	
14	ANDERSEN 200 SERIES	DOUBLE HUNG	244DH2849	1' - 11 1/2"	3' - 11 1/2"	
15	ANDERSEN 200 SERIES	DOUBLE HUNG	244DH2849	1' - 11 1/2"	3' - 11 1/2"	
16	ANDERSEN 200 SERIES	DOUBLE HUNG	244DH2849	2' - 7 1/2"	4' - 5 1/2"	
17	ANDERSEN 200 SERIES	DOUBLE HUNG	244DH2849	2' - 7 1/2"	4' - 5 1/2"	

NOTES:

- ALL DOUBLE HUNG WINDOWS ARE TO BE ANDERSEN 200 SERIES VINYL CLAD WOOD WINDOWS. ALL CASEMENT AND AWNING WINDOWS ARE TO BE ANERSEN 400 SERIES VINYL CLAD WOOD WINDOWS.
- GRILLE PATTERNS ARE TO BE 7/8" SIMULATED DIVIDED LITE, PERMANENTLY APPLIED INTERIOR & EXTERIOR, IN THE CONFIGURATIONS SHOWN ON THE ELEVATIONS.
- ALL WINDOWS ARE TO BE PROVIDED WITH DOUBLE PANE ISULATED GLASS WITH LOW-E COATING.
- ALL WINDOWS ARE TO BE PROVIDED WITH FULL CONVENTIONAL INSECT SCREENS WITH ALUMINUM MESH.
- VERIFY ROUGH OPENINGS LISTED ON WINDOW SCHEDULE PRIOR TO ROUGH FRAMING.
- ALL WINDOWS LOCATED IN HAZARDOUS LOCATIONS PER THE BUILDING CODE ARE TO HAVE TEMPERED GLASS. SEE FLOOR PLANS FOR SPECIFIC LOCATIONS REQUIRING TEMPERED GLASS, INDICATED AS "TEMP".

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DENNIS, MA

WINDOW SCHEDULE

DATE ISSUED:

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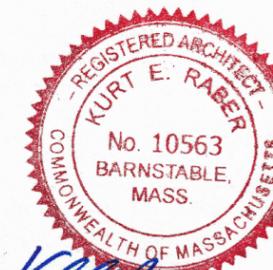
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DOOR AND FRAME SCHEDULE

Number	Width	Height	Thickness	Type	Manufacturer	Model No.	Door Material	Door Finish	Glazing	Frame Material	Notes
01	3' - 0"	6' - 8"	1 3/4"	HINGED SINGLE EXT.	THERMA-TRU	SMOOTH STAR S296	FIBERGLASS	PAINTED	T.I.G. W/ LOW-E COATING	WOOD	
02	3' - 0"	6' - 8"	1 3/4"	HINGED SINGLE EXT.	THERMA-TRU	SMOOTH STAR S2150-SDL	FIBERGLASS	PAINTED	T.I.G. W/ LOW-E COATING	WOOD	
03	6' - 0"	6' - 8"	1 3/4"	SLIDING GLASS	ANDERSEN CORPORATION	200 SERIES PERMA SHIELD P551168	VINYL CLAD WOOD	PAINTED INT	T.I.G. W/ LOW-E COATING	CLAD WOOD	PROVIDE SLIDING INSECT SCREEN
04	2' - 8"	6' - 8"	1 3/8"	HINGED SINGLE INT.	JELD-WEN	COLONIST TEXTURED	MOLDED COMPOSITE	PAINTED		WOOD	
05	2' - 10"	6' - 8"	1 3/8"	HINGED SINGLE INT.	JELD-WEN	COLONIST TEXTURED	MOLDED COMPOSITE	PAINTED		WOOD	
06	6' - 0"	6' - 8"	1 3/8"	BIFOLD DOUBLE INT.	JELD-WEN	COLONIST TEXTURED	MOLDED COMPOSITE	PAINTED		WOOD	PROVIDE DOUBLE BIFOLD HARDWARE
07	2' - 0"	6' - 8"	1 3/8"	BIFOLD SINGLE INT.	JELD-WEN	COLONIST TEXTURED	MOLDED COMPOSITE	PAINTED		WOOD	PROVIDE SINGLE BIFOLD HARDWARE
08	2' - 10"	6' - 8"	1 3/8"	HINGED SINGLE INT.	JELD-WEN	COLONIST TEXTURED	MOLDED COMPOSITE	PAINTED		WOOD	
09	1' - 6"	6' - 8"	1 3/8"	HINGED SINGLE INT.	JELD-WEN	COLONIST TEXTURED	MOLDED COMPOSITE	PAINTED		WOOD	
10	2' - 8"	6' - 8"	1 3/8"	HINGED SINGLE INT.	JELD-WEN	COLONIST TEXTURED	MOLDED COMPOSITE	PAINTED		WOOD	
11	2' - 8"	6' - 8"	1 3/8"	HINGED SINGLE INT.	JELD-WEN	COLONIST TEXTURED	MOLDED COMPOSITE	PAINTED		WOOD	
12	2' - 6"	6' - 8"	1 3/8"	HINGED SINGLE INT.	JELD-WEN	COLONIST TEXTURED	MOLDED COMPOSITE	PAINTED		WOOD	
13	6' - 0"	6' - 8"	1 3/8"	SLIDING BYPASS INT.	JELD-WEN	COLONIST TEXTURED	MOLDED COMPOSITE	PAINTED		WOOD	PROVIDE SLIDING DOOR HARDWARE
14	6' - 0"	6' - 8"	1 3/8"	SLIDING BYPASS INT.	JELD-WEN	COLONIST TEXTURED	MOLDED COMPOSITE	PAINTED		WOOD	PROVIDE SLIDING DOOR HARDWARE
15	1' - 3"	6' - 8"	1 3/8"	HINGED SINGLE INT.	JELD-WEN	COLONIST TEXTURED	MOLDED COMPOSITE	PAINTED		WOOD	
16	3' - 0"	6' - 8"	1 3/4"	HINGED SINGLE EXT.	THERMA-TRU	SMOOTH STAR S210	FIBERGLASS	PAINTED		WOOD	BASEMENT DOOR TO BULKHEAD

SAMPLE FOR 48 BNL Falmouth

DOOR & FRAME NOTES:

- DOOR SIZE INDICATED IS LEAF DIMENSION (OR BOTH LEAFS ON DOUBLE DOORS). VERIFY MANUFACTURER'S RECOMMENDED ROUGH OPENING FOR ALL DOORS PRIOR TO ROUGH FRAMING.
- ALL EXTERIOR GLAZED DOORS ARE TO BE PROVIDED WITH TEMPERED / INSULATED GLASS WITH LOW-E COATING -- NOTED ON SCHEDULE AS "T.I.G."
- ALL DOOR FRAMES TO BE PRIMED AND PAINTED THE SAME COLOR AS THE CASINGS APPLIED TO THEM.

**3-BR CAPE FOR
HABITAT FOR HUMANITY OF CAPE COD
LOT #1 JACK DELANEY ROAD
DENNIS, MA**

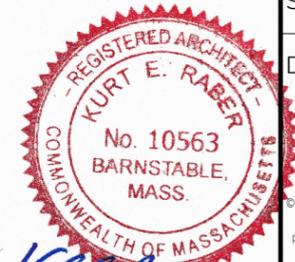
**DOOR
SCHEDULE**

DATE ISSUED:
05.23.2023

DRAWN BY: SW/TWS/JD

SCALE:

DRAWING NO.:
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[Handwritten Signature]

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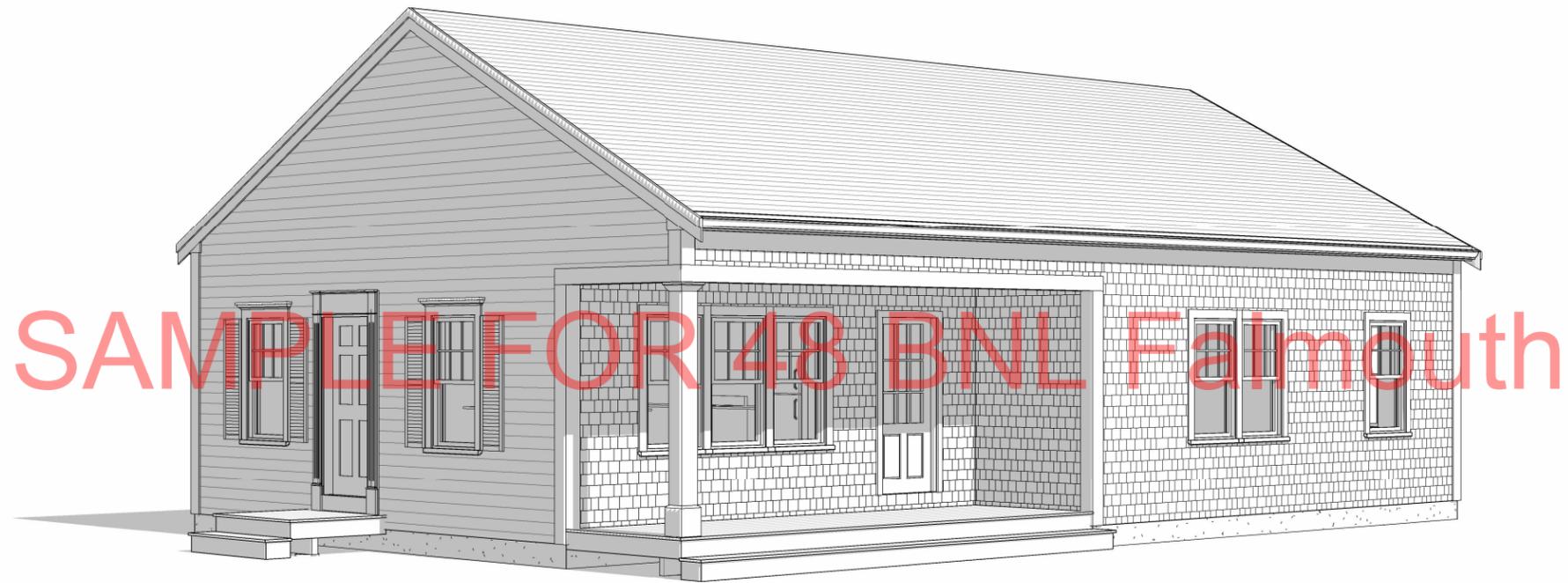
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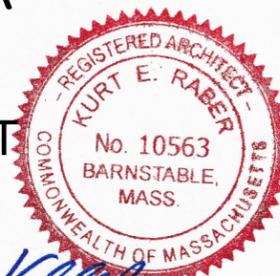
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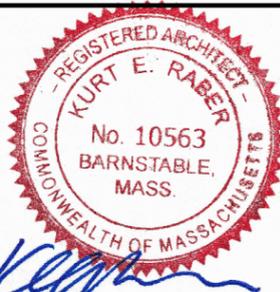
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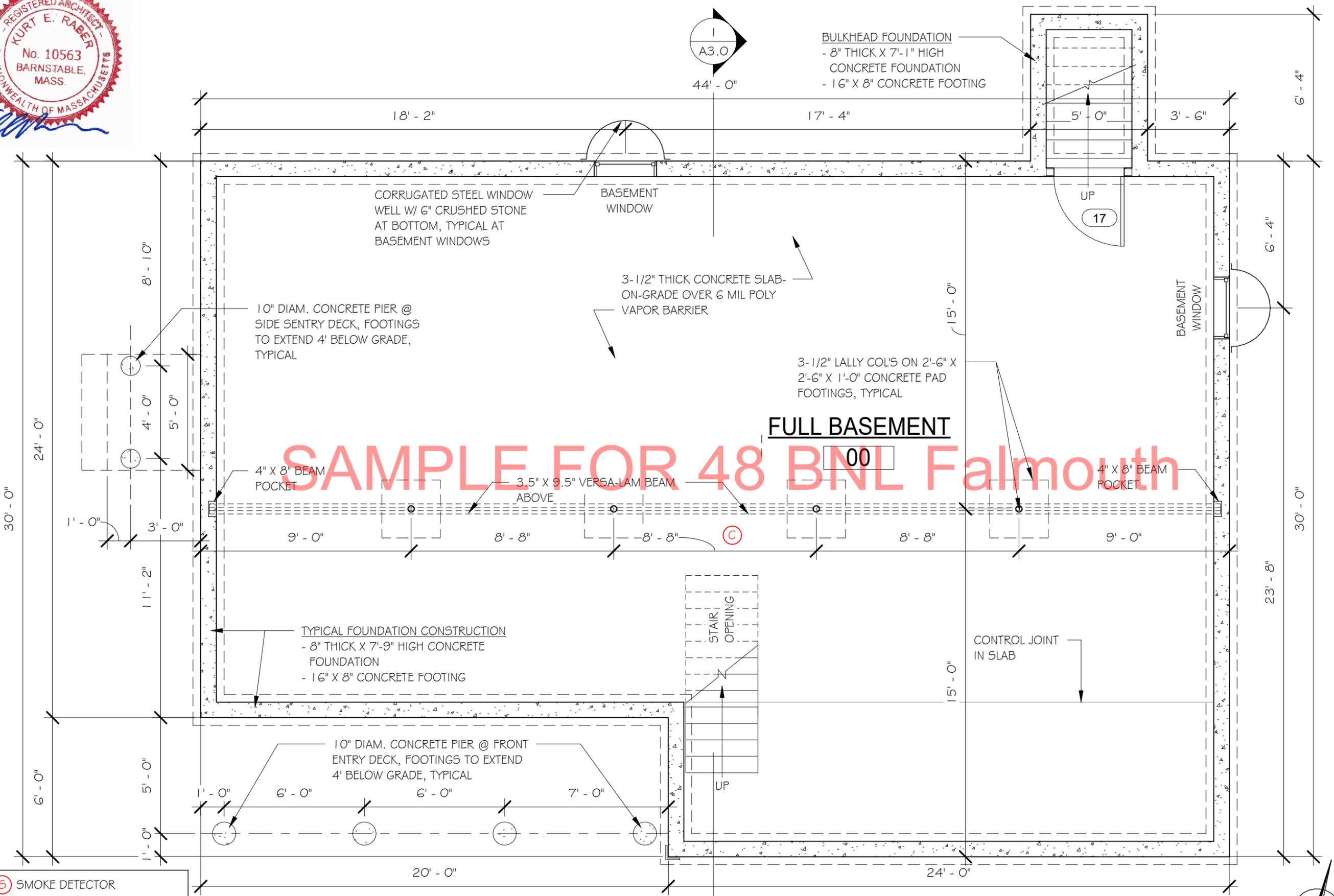
3 BEDROOM RANCH FOR
HABITAT FOR HUMANITY OF CAPE COD
LOT #3 ON JACK DELANEY ROAD,
DENNIS, MA

05.23.2023
PERMIT SET





K. Raber



SAMPLE FOR 48 BNL Falmouth

- S SMOKE DETECTOR
- C COMBINATION SMOKE / CARBON MONOXIDE DETECTOR

1 FOUNDATION PLAN
1/4" = 1'-0"

**3 BEDROOM RANCH FOR
HABITAT FOR HUMANITY OF CAPE COD**
**LOT #3 ON JACK DELANEY ROAD,
DENNIS, MA**

**FOUNDATION
PLAN**

DATE ISSUED:
05.23.2023

DRAWN BY: TWS/JD

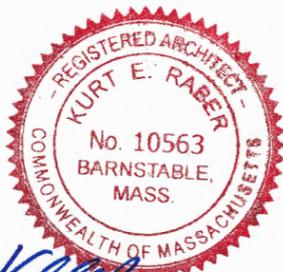
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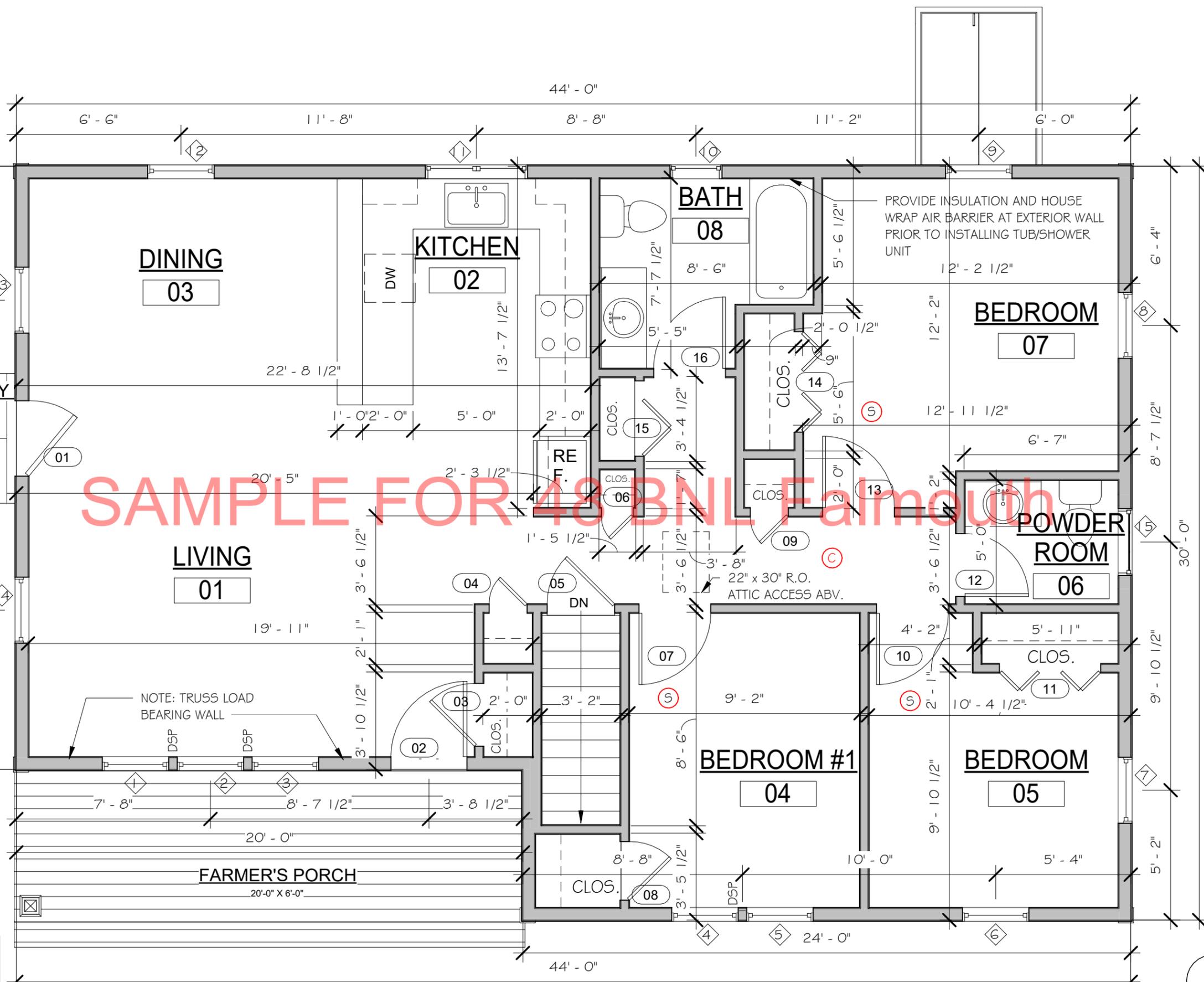
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K. Raber



- (S) SMOKE DETECTOR
- (C) COMBINATION SMOKE / CARBON MONOXIDE DETECTOR

1 FLOOR PLAN - 3BR RANCH
1/4" = 1'-0"

3 BEDROOM RANCH FOR
HABITAT FOR HUMANITY OF CAPE COD
LOT #3 ON JACK DELANEY ROAD,
DENNIS, MA

FIRST FLOOR
PLAN

DATE ISSUED:
05.23.2023

DRAWN BY: TWS/JID

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

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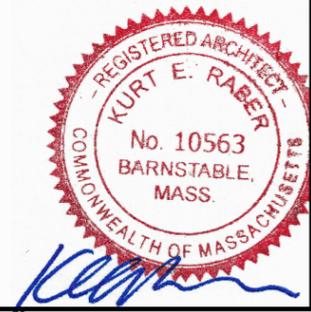
1 RIGHT SIDE ELEVATION
1/4" = 1'-0"

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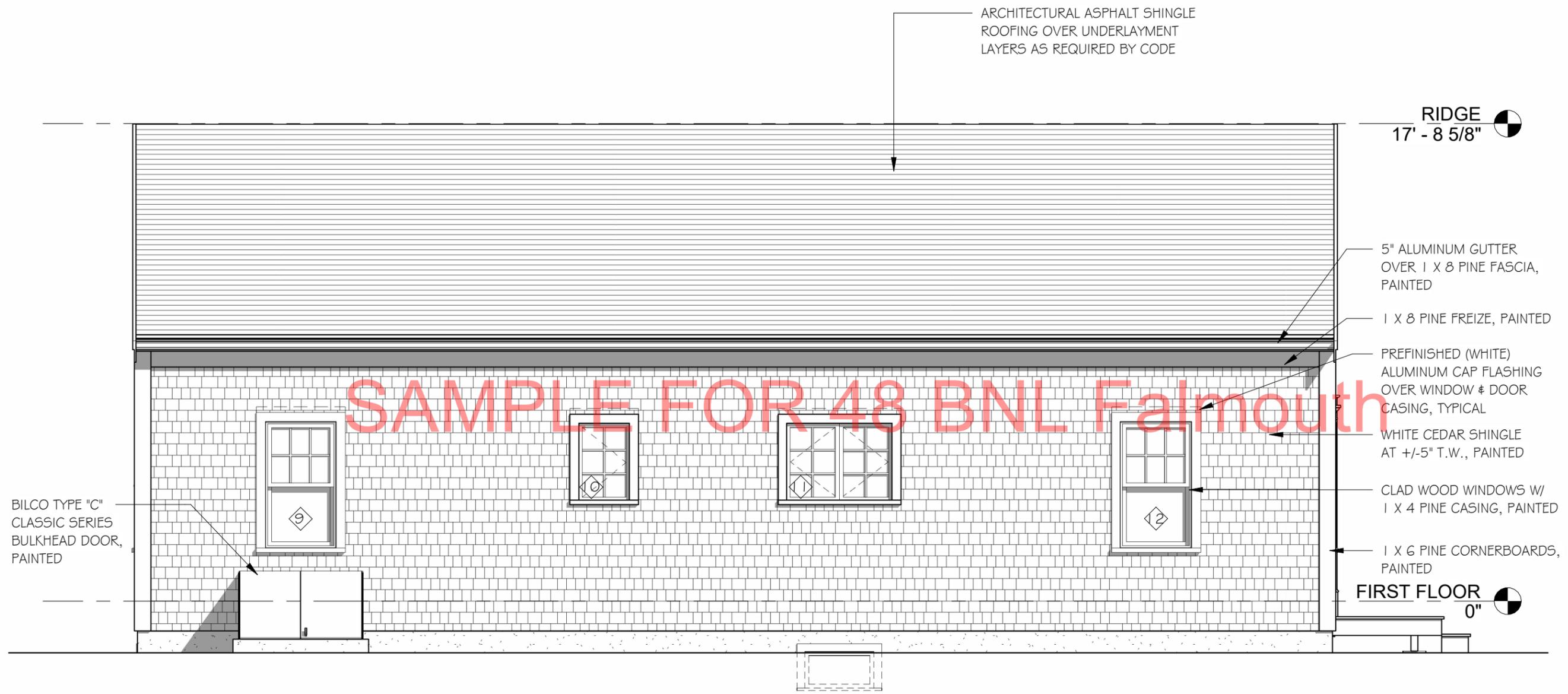
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SCALE: 1/4" = 1'-0"

DRAWING NO.:
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1 LEFT SIDE ELEVATION
1/4" = 1'-0"

3 BEDROOM RANCH FOR
HABITAT FOR HUMANITY OF CAPE COD
LOT #3 ON JACK DELANEY ROAD,
DENNIS, MA

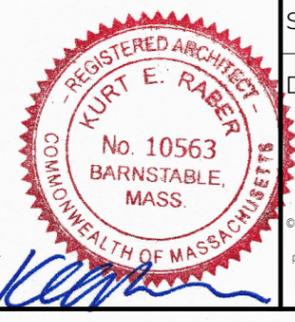
LEFT SIDE
ELEVATION

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

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**3 BEDROOM RANCH FOR
HABITAT FOR HUMANITY OF CAPE COD
LOT #3 ON JACK DELANEY ROAD,
DENNIS, MA**

**REAR
ELEVATION**

DATE ISSUED:
05.23.2023

DRAWN BY: TWS/JD

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

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 **RIDGE**
17' - 8 5/8"

WHITE CEDAR SHINGLE SIDING AT
+/-5" T.W. W/ HABITAT LOGO /
PATTERN CUT INTO SHINGLES

1 x3 OVER 1 X 8 PINE RAKE
BOARDS, PAINTED

WHITE CEDAR SHINGLE
AT +/-5" T.W., PAINTED

CLAD WOOD WINDOWS W/ 1 X 4
PINE CASING, PAINTED

1 X 6 PINE CORNERBOARDS,
PAINTED

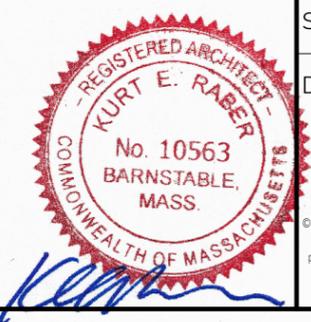
 **FIRST FLOOR**
0"

PREFINISHED (WHITE)
ALUMINUM CAP FLASHING
OVER WINDOW & DOOR
CASING, TYPICAL

BILCO TYPE "C" CLASSIC
SERIES BULKHEAD DOOR,
PAINTED

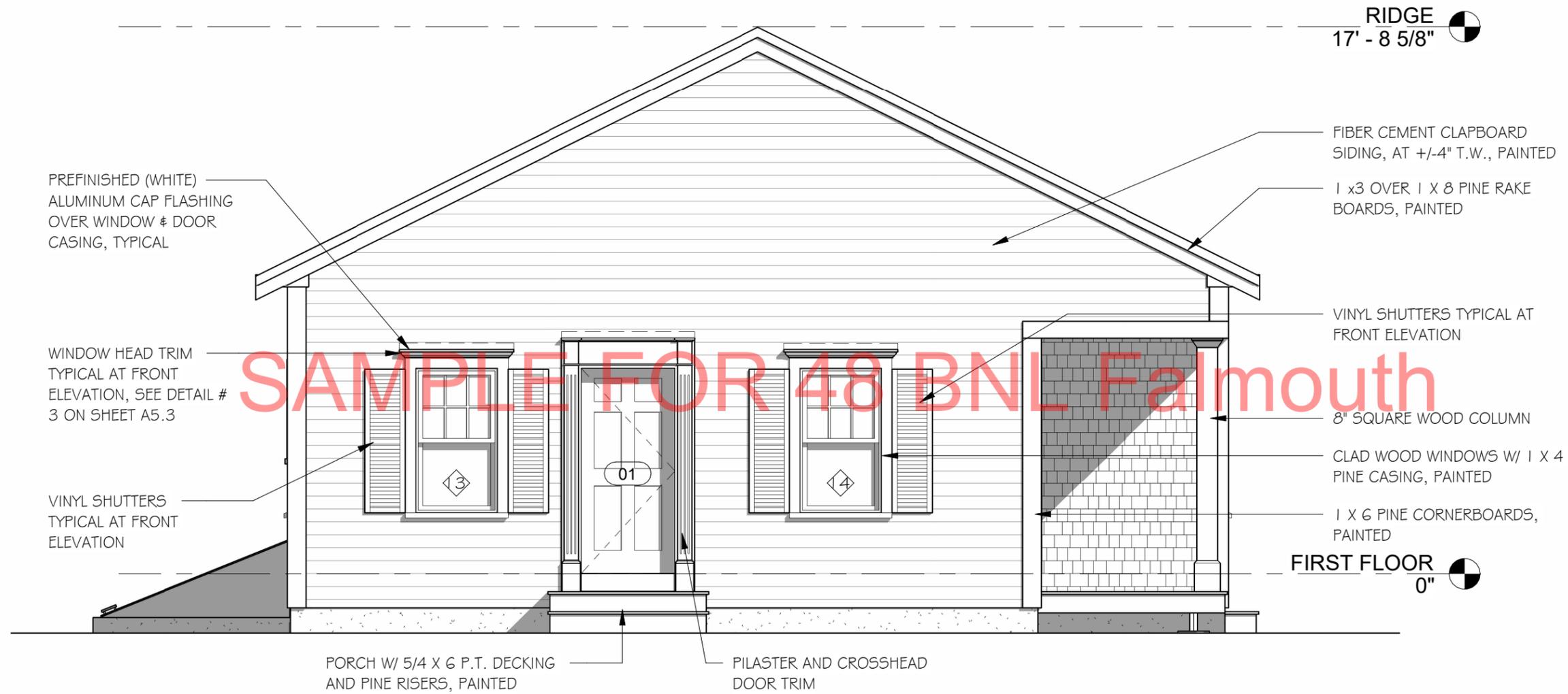


1 REAR ELEVATION
1/4" = 1'-0"



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1 FRONT ELEVATION
1/4" = 1'-0"

3 BEDROOM RANCH FOR
HABITAT FOR HUMANITY OF CAPE COD
LOT #3 ON JACK DELANEY ROAD,
DENNIS, MA

FRONT
ELEVATION

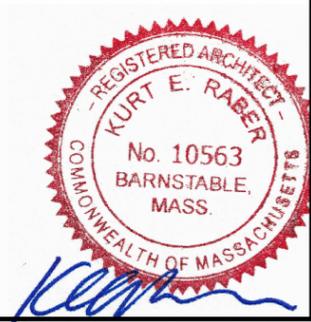
DATE ISSUED:
05.23.2023

DRAWN BY: TWS/JD

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

DRAWING NO.:

A2.4

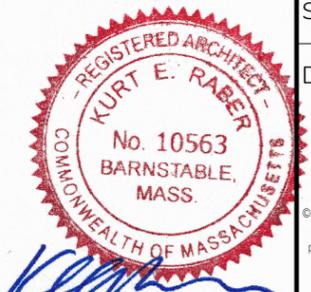


**3 BEDROOM RANCH FOR
HABITAT FOR HUMANITY OF CAPE COD
LOT #3 ON JACK DELANEY ROAD,
DENNIS, MA**

**BUILDING
SECTION**

DATE ISSUED:
05.23.2023
DRAWN BY: TWS/JD
SCALE: 1/4" = 1'-0"
DRAWING NO.:

A3.0



- TYPICAL ROOF / CEILING CONSTRUCTION**
- ARCHITECTURAL ASPHALT ROOF SHINGLES
 - 36" WIDE ICE & WATER SHIELD AT EAVES & VALLEYS
 - 15# ASPHALT SATURATED FELT ELSEWHERE
 - 5/8" ROOF SHEATHING
 - ENGINEERED ROOF TRUSSES AT 24" O.C. W/ 19" ENERGY HEEL
 - 23" (R-60) BLOWN-IN FIBERGLASS INSULATION
 - 1/2" GYPSUM BOARD ON 1 X 3 STRAPPING AT 16" O.C.

VENT BAFFLES OVER 2 X BLOCKING BETWEEN TRUSSES TO RETAIN INSULATION AND MAINTAIN CLEAR VENT PATH. SEAL BAFFLES AND BLOCKING. ALL AIR SEALS TO BE INSPECTED PRIOR TO INSULATION.

ALUM. K-STYLE GUTTER, TYP.

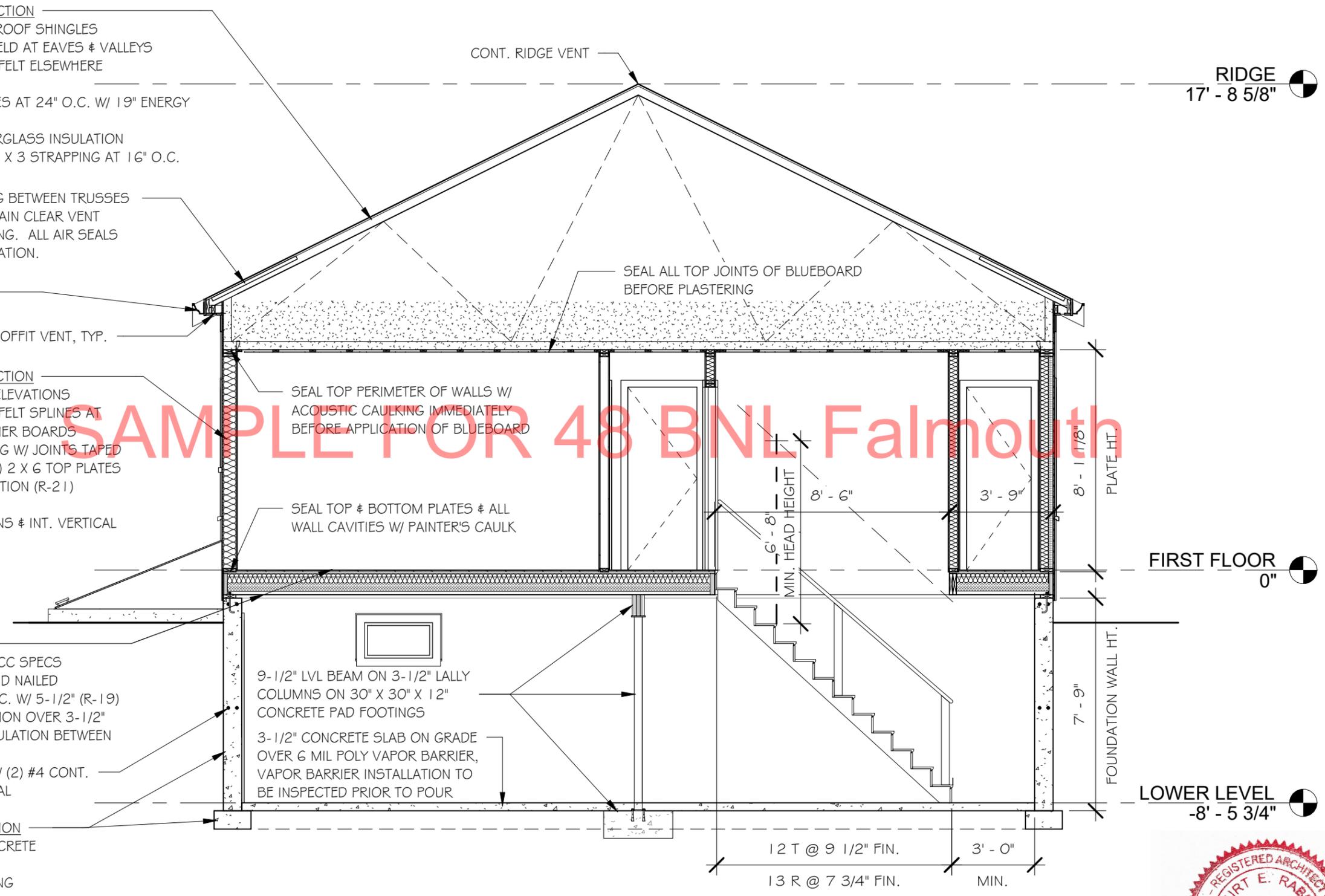
1 X 8 SOFFIT WITH CONT. ALUM. SOFFIT VENT, TYP.

- TYPICAL EXTERIOR WALL CONSTRUCTION**
- SIDING AS INDICATED ON ELEVATIONS
 - 15# ASPHALT SATURATED FELT SPLINES AT WINDOWS / DOORS / CORNER BOARDS
 - 1/2" ZIP SYSTEM SHEATHING W/ JOINTS TAPED
 - 2 X 6 WALL FRAMING W/ (2) 2 X 6 TOP PLATES
 - 5-1/2" FIBERGLASS INSULATION (R-21)
 - 1/2" GYPSUM BOARD
 - SEAL ALL EXT. PENETRATIONS & INT. VERTICAL CAVITIES

- TYPICAL FLOOR CONSTRUCTION**
- FINISH FLOORING PER HFHCC SPECS
 - 3/4" SUB-FLOOR GLUED AND NAILED
 - 9-1/2" I-JOISTS AT 16" O.C. W/ 5-1/2" (R-19)
 - FIBERGLASS BATT INSULATION OVER 3-1/2" MINERAL WOOL (R-11) INSULATION BETWEEN

FOUNDATION WALL REINFORCED W/ (2) #4 CONT. REBAR AT TOP AND MIDDLE, TYPICAL

- TYPICAL FOUNDATION CONSTRUCTION**
- 8" THICK X 7'-9" HIGH CONCRETE FOUNDATION
 - 16" X 8" CONCRETE FOOTING



1 BUILDING SECTION A - 3 BR RANCH
1/4" = 1'-0"

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WINDOW SCHEDULE

MARK	MANUFACTURER	TYPE	MODEL NO.	WIDTH R.O.	HEIGHT R.O.	NOTES
1	ANDERSEN 200 SERIES	DOUBLE HUNG	244DH2849	2' - 7 1/2"	4' - 8 1/2"	
2	ANDERSEN 200 SERIES	DOUBLE HUNG	244DH2849	2' - 7 1/2"	4' - 8 1/2"	
3	ANDERSEN 200 SERIES	DOUBLE HUNG	244DH2849	2' - 7 1/2"	4' - 8 1/2"	
4	ANDERSEN 200 SERIES	DOUBLE HUNG	244DH2849	2' - 7 1/2"	4' - 8 1/2"	
5	ANDERSEN 200 SERIES	DOUBLE HUNG	244DH2849	2' - 7 1/2"	4' - 8 1/2"	
6	ANDERSEN 200 SERIES	DOUBLE HUNG	244DH2849	2' - 7 1/2"	4' - 8 1/2"	
7	ANDERSEN 200 SERIES	DOUBLE HUNG	244DH2849	2' - 7 1/2"	4' - 8 1/2"	
8	ANDERSEN 200 SERIES	DOUBLE HUNG	244DH2849	2' - 7 1/2"	4' - 8 1/2"	
9	ANDERSEN 200 SERIES	DOUBLE HUNG	244DH2849	2' - 7 1/2"	4' - 8 1/2"	
10	ANDERSEN 400 SERIES	CASEMENT	C13	2' - 0 5/8"	3' - 0 1/2"	
11	ANDERSEN 400 SERIES	CASEMENT	C23	4' - 0 1/2"	3' - 0 1/2"	
12	ANDERSEN 200 SERIES	DOUBLE HUNG	244DH2849	2' - 7 1/2"	4' - 8 1/2"	
13	ANDERSEN 200 SERIES	DOUBLE HUNG	244DH2849	2' - 7 1/2"	4' - 8 1/2"	
14	ANDERSEN 200 SERIES	DOUBLE HUNG	244DH2849	2' - 7 1/2"	4' - 8 1/2"	
15	ANDERSEN 400 SERIES	AWNING	AW281	2' - 8"	2' - 5"	

NOTES:

1. ALL DOUBLE HUNG WINDOWS ARE TO BE ANDERSEN 200 SERIES VINYL CLAD WOOD WINDOWS. ALL CASEMENT AND AWNING WINDOWS ARE TO BE ANDERSEN 400 SERIES VINYL CLAD WOOD WINDOWS.
2. GRILLE PATTERNS ARE TO BE 7/8" SIMULATED DIVIDED LITE, PERMANENTLY APPLIED INTERIOR & EXTERIOR, IN THE CONFIGURATIONS SHOWN ON THE ELEVATIONS.
3. ALL WINDOWS ARE TO BE PROVIDED WITH DOUBLE PANE ISULATED GLASS WITH LOW-E COATING.
4. ALL WINDOWS ARE TO BE PROVIDED WITH FULL CONVENTIONAL INSECT SCREENS WITH ALUMINUM MESH.
5. VERIFY ROUGH OPENINGS LISTED ON WINDOW SCHEDULE PRIOR TO ROUGH FRAMING.
6. ALL WINDOWS LOCATED IN HAZARDOUS LOCATIONS PER THE BUILDING CODE ARE TO HAVE TEMPERED GLASS. SEE FLOOR PLANS FOR SPECIFIC LOCATIONS REQUIRING TEMPERED GLASS, INDICATED AS "TEMP".

3 BEDROOM RANCH FOR
HABITAT FOR HUMANITY OF CAPE COD
LOT #3 ON JACK DELANEY ROAD,
DENNIS, MA

WINDOW SCHEDULE

DATE ISSUED:

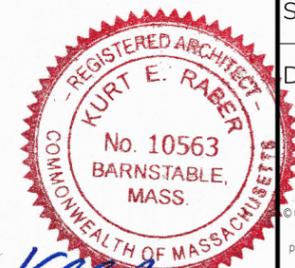
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DOOR AND FRAME SCHEDULE

Number	Width	Height	Thickness	Type	Manufacturer	Model No.	Door Material	Door Finish	Glazing	Frame Material	Notes
01	3' - 0"	6' - 8"	1 3/4"	HINGED SINGLE EXT.	THERMA-TRU	SMOOTH STAR 5296	FIBERGLASS	PAINTED	T.I.G. W/ LOW-E COATING	WOOD	FRONT DOOR
02	3' - 0"	6' - 8"	1 3/4"	HINGED SINGLE EXT.	THERMA-TRU	SMOOTH STAR 52150-SDL	FIBERGLASS	PAINTED	T.I.G. W/ LOW-E COATING	WOOD	FARMER'S PORCH DOOR
03	2' - 6"	6' - 8"	1 3/8"	HINGED SINGLE INT.	JELD-WEN	COLONIST TEXTURED	MOLDED COMPOSITE	PAINTED		WOOD	
04	1' - 6"	6' - 8"	1 3/8"	HINGED SINGLE INT.	JELD-WEN	COLONIST TEXTURED	MOLDED COMPOSITE	PAINTED		WOOD	
05	2' - 8"	6' - 8"	1 3/8"	HINGED SINGLE INT.	JELD-WEN	COLONIST TEXTURED	MOLDED COMPOSITE	PAINTED		WOOD	
06	1' - 3"	6' - 8"	1 3/8"	HINGED SINGLE INT.	JELD-WEN	COLONIST TEXTURED	MOLDED COMPOSITE	PAINTED		WOOD	
07	2' - 10"	6' - 8"	1 3/8"	HINGED SINGLE INT.	JELD-WEN	COLONIST TEXTURED	MOLDED COMPOSITE	PAINTED		WOOD	
08	2' - 4"	6' - 8"	1 3/8"	HINGED SINGLE INT.	JELD-WEN	COLONIST TEXTURED	MOLDED COMPOSITE	PAINTED		WOOD	
09	1' - 6"	6' - 8"	1 3/8"	HINGED SINGLE INT.	JELD-WEN	COLONIST TEXTURED	MOLDED COMPOSITE	PAINTED		WOOD	
10	2' - 10"	6' - 8"	1 3/8"	HINGED SINGLE INT.	JELD-WEN	COLONIST TEXTURED	MOLDED COMPOSITE	PAINTED		WOOD	
11	4' - 0"	6' - 8"	1 3/8"	BIFOLD DOUBLE INT.	JELD-WEN	COLONIST TEXTURED	MOLDED COMPOSITE	PAINTED		WOOD	PROVIDE DOUBLE BIFOLD HARDWARE
12	2' - 6"	6' - 8"	1 3/8"	HINGED SINGLE INT.	JELD-WEN	COLONIST TEXTURED	MOLDED COMPOSITE	PAINTED		WOOD	
13	2' - 10"	6' - 8"	1 3/8"	HINGED SINGLE INT.	JELD-WEN	COLONIST TEXTURED	MOLDED COMPOSITE	PAINTED		WOOD	
14	4' - 0"	6' - 8"	1 3/8"	BIFOLD DOUBLE INT.	JELD-WEN	COLONIST TEXTURED	MOLDED COMPOSITE	PAINTED		WOOD	PROVIDE DOUBLE BIFOLD HARDWARE
15	3' - 0"	6' - 8"	1 3/8"	BIFOLD SINGLE INT.	JELD-WEN	COLONIST TEXTURED	MOLDED COMPOSITE	PAINTED		WOOD	PROVIDE SINGLE BIFOLD HARDWARE
16	2' - 10"	6' - 8"	1 3/8"	HINGED SINGLE INT.	JELD-WEN	COLONIST TEXTURED	MOLDED COMPOSITE	PAINTED		WOOD	
17	3' - 0"	6' - 8"	1 3/4"	HINGED SINGLE EXT.	THERMA-TRU	SMOOTH STAR 5210	FIBERGLASS	PAINTED		WOOD	BASEMENT DOOR TO BULKHEAD

DOOR & FRAME NOTES:

- DOOR SIZE INDICATED IS LEAF DIMENSION (OR BOTH LEAFS ON DOUBLE DOORS). VERIFY MANUFACTURER'S RECOMMENDED ROUGH OPENING FOR ALL DOORS PRIOR TO ROUGH FRAMING.
- ALL EXTERIOR GLAZED DOORS ARE TO BE PROVIDED WITH TEMPERED / INSULATED GLASS WITH LOW-E COATING -- NOTED ON SCHEDULE AS "T.I.G."
- ALL DOOR FRAMES TO BE PRIMED AND PAINTED THE SAME COLOR AS THE CASINGS APPLIED TO THEM.

**3 BEDROOM RANCH FOR
HABITAT FOR HUMANITY OF CAPE COD
LOT #3 ON JACK DELANEY ROAD,
DENNIS, MA**

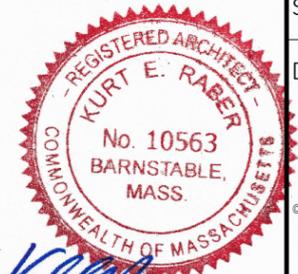
**DOOR
SCHEDULE**

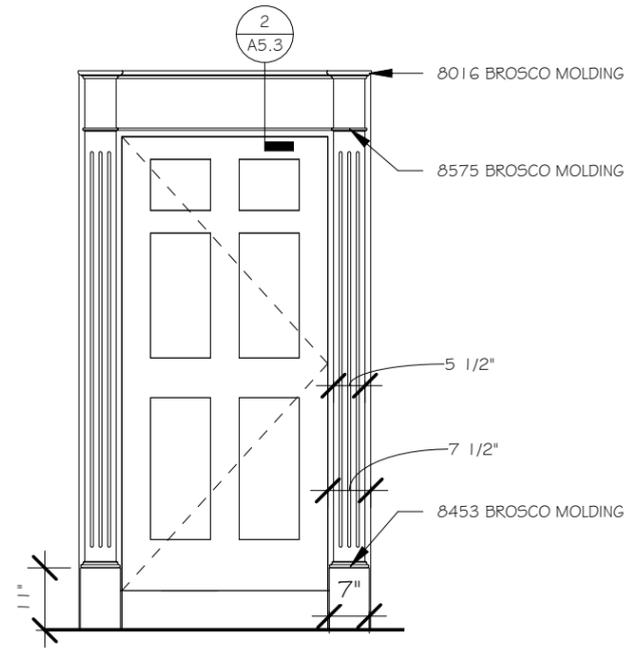
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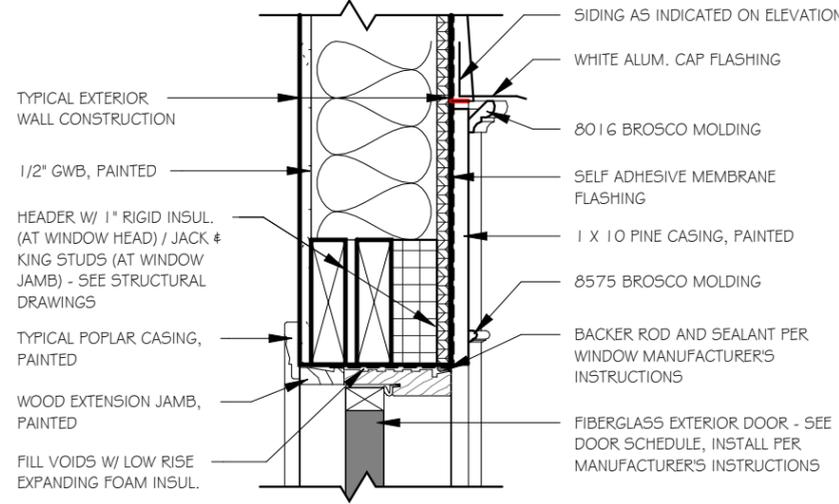
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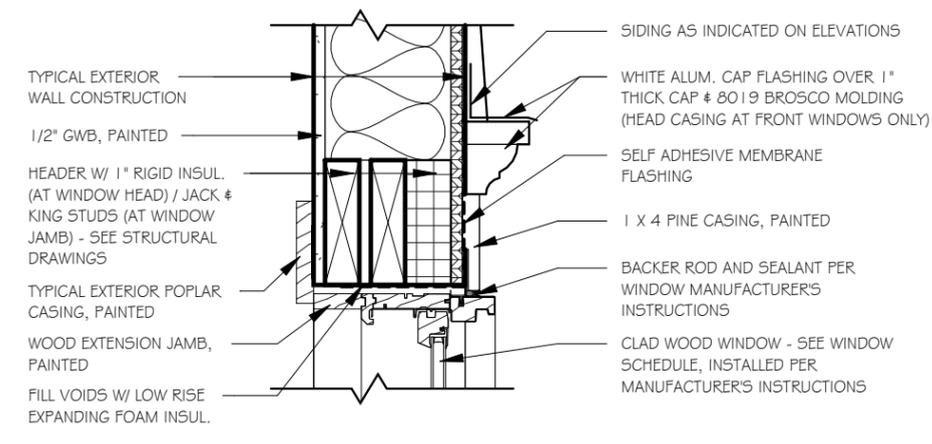




1 FRONT DOOR ELEVATION
3/8" = 1'-0"

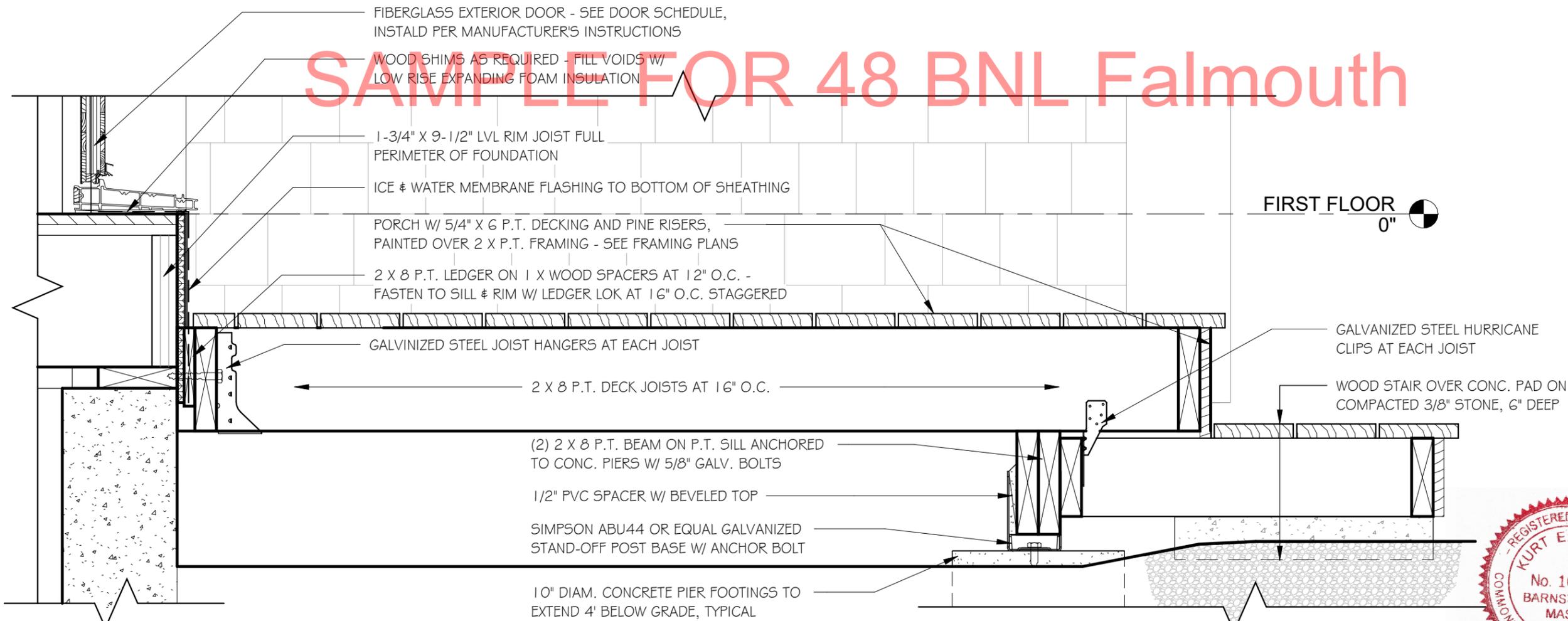


2 FRONT DOOR DETAIL
1 1/2" = 1'-0"

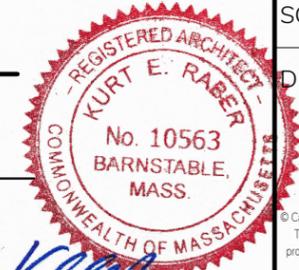


3 TYPICAL WINDOW DETAIL
1 1/2" = 1'-0"

SAMPLE FOR 48 BNL Falmouth



4 TYPICAL DECK DETAIL
1 1/2" = 1'-0"



3 BEDROOM RANCH FOR
HABITAT FOR HUMANITY OF CAPE COD
LOT #3 ON JACK DELANEY ROAD,
DENNIS, MA

DETAILS

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SCALE: As indicated

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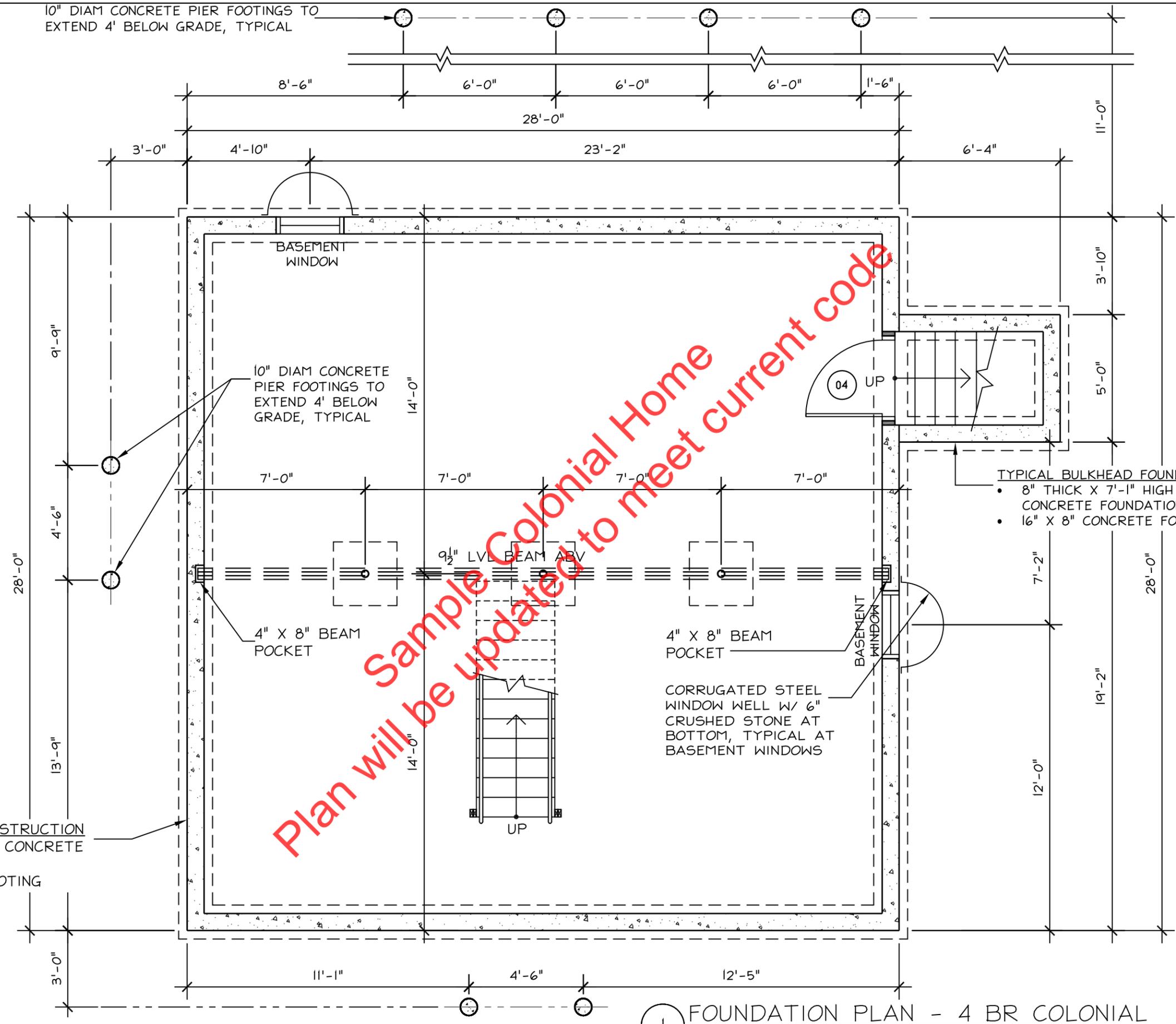
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10" DIAM CONCRETE PIER FOOTINGS TO EXTEND 4' BELOW GRADE, TYPICAL



- TYPICAL FOUNDATION CONSTRUCTION**
- 8" THICK X 7'-9" HIGH CONCRETE FOUNDATION
 - 16" X 8" CONCRETE FOOTING

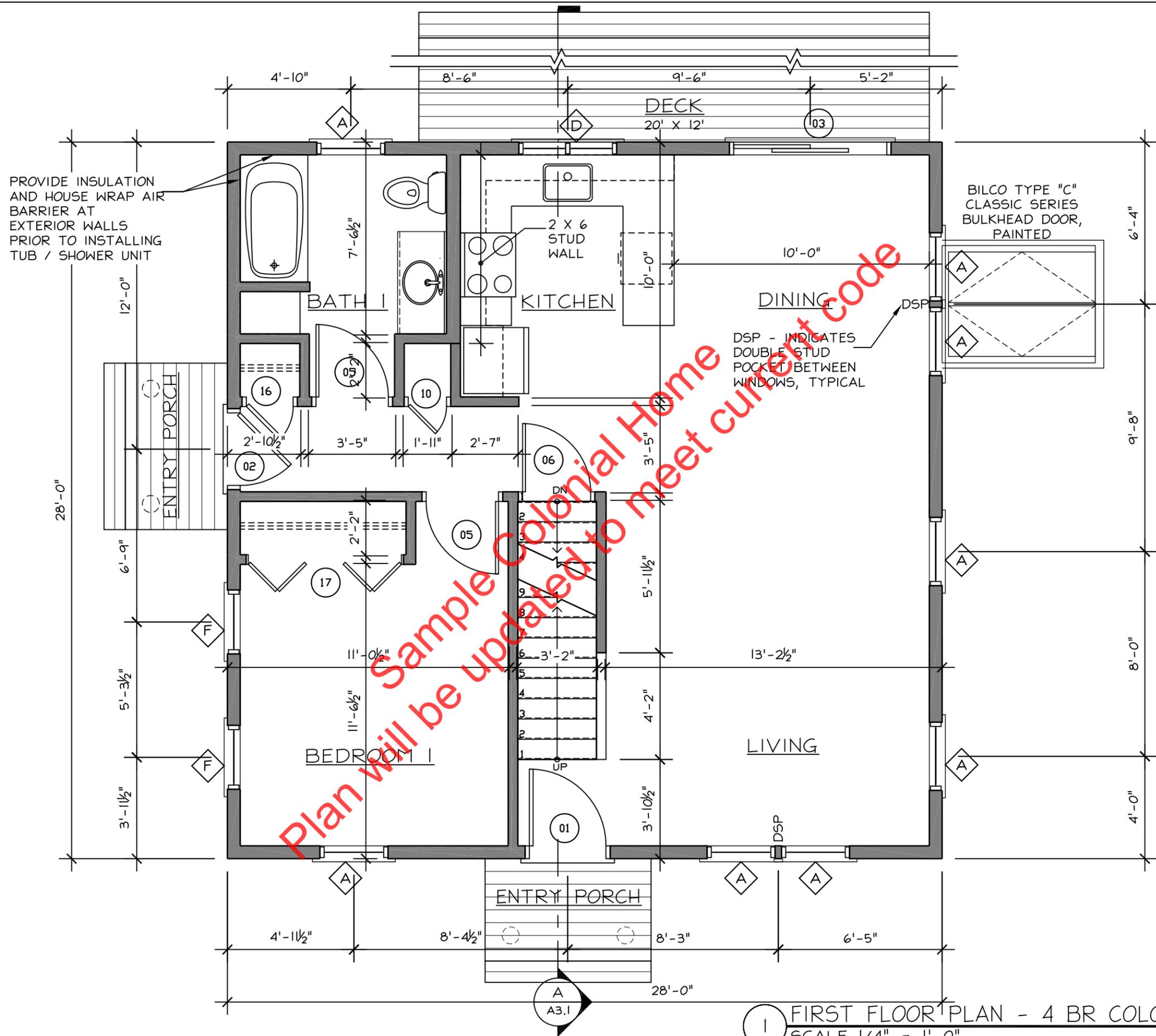
- TYPICAL BULKHEAD FOUNDATION**
- 8" THICK X 7'-1" HIGH CONCRETE FOUNDATION
 - 16" X 8" CONCRETE FOOTING

1 FOUNDATION PLAN - 4 BR COLONIAL
SCALE 1/4" = 1'-0"

17 May 2016 Tom Simpson, AIA, Designer, L1000
PL Current Project (Commonwealth of Massachusetts) for Habitat for Humanity of CC - Habitat (Design) Current Project, 3101 Rte. 1A, Lawrence, MA 01840

<p>STAMP:</p> <div style="text-align: center;">  <p>BROWN LINDQUIST FENUCCIO & RABER ARCHITECTS, INC.</p> <p>203 WILLOW STREET, SUITE A YARMOUTHPORT, MA 02675 www.capecodarchitect.com</p> <p>PH 508-362-8382 FAX 508-362-2828</p> </div>	<p>HABITAT FOR HUMANITY CAPE COD TUBMAN NEIGHBORHOOD</p> <p>HABITAT ROAD - LOT 6 BREWSTER, MA</p>
<p>TITLE:</p> <p style="text-align: center;">4 BR COLONIAL FOUNDATION PLAN</p>	
<p>DATE ISSUED:</p> <p style="text-align: right;">05-02-2016</p>	
<p>REVISIONS:</p>	
<p>DRAWN BY:</p> <p style="text-align: right;">SW/TWS</p>	
<p>PROJECT #:</p> <p style="text-align: right;">-</p>	
<p>DRAWING NO.:</p> <p style="text-align: right; font-size: 2em; font-weight: bold;">A1.0</p>	

PROVIDE INSULATION AND HOUSE WRAP AIR BARRIER AT EXTERIOR WALLS PRIOR TO INSTALLING TUB / SHOWER UNIT



Plan will be updated to meet current code

1 FIRST FLOOR PLAN - 4 BR COLONIAL
SCALE 1/4" = 1'-0"

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HABITAT FOR HUMANITY
CAPE COD
TUBMAN NEIGHBORHOOD
HABITAT ROAD - LOT 6
BREWSTER, MA

TITLE:
4 BR COLONIAL FIRST FLOOR PLAN

DATE ISSUED:
05-02-2016

REVISIONS:

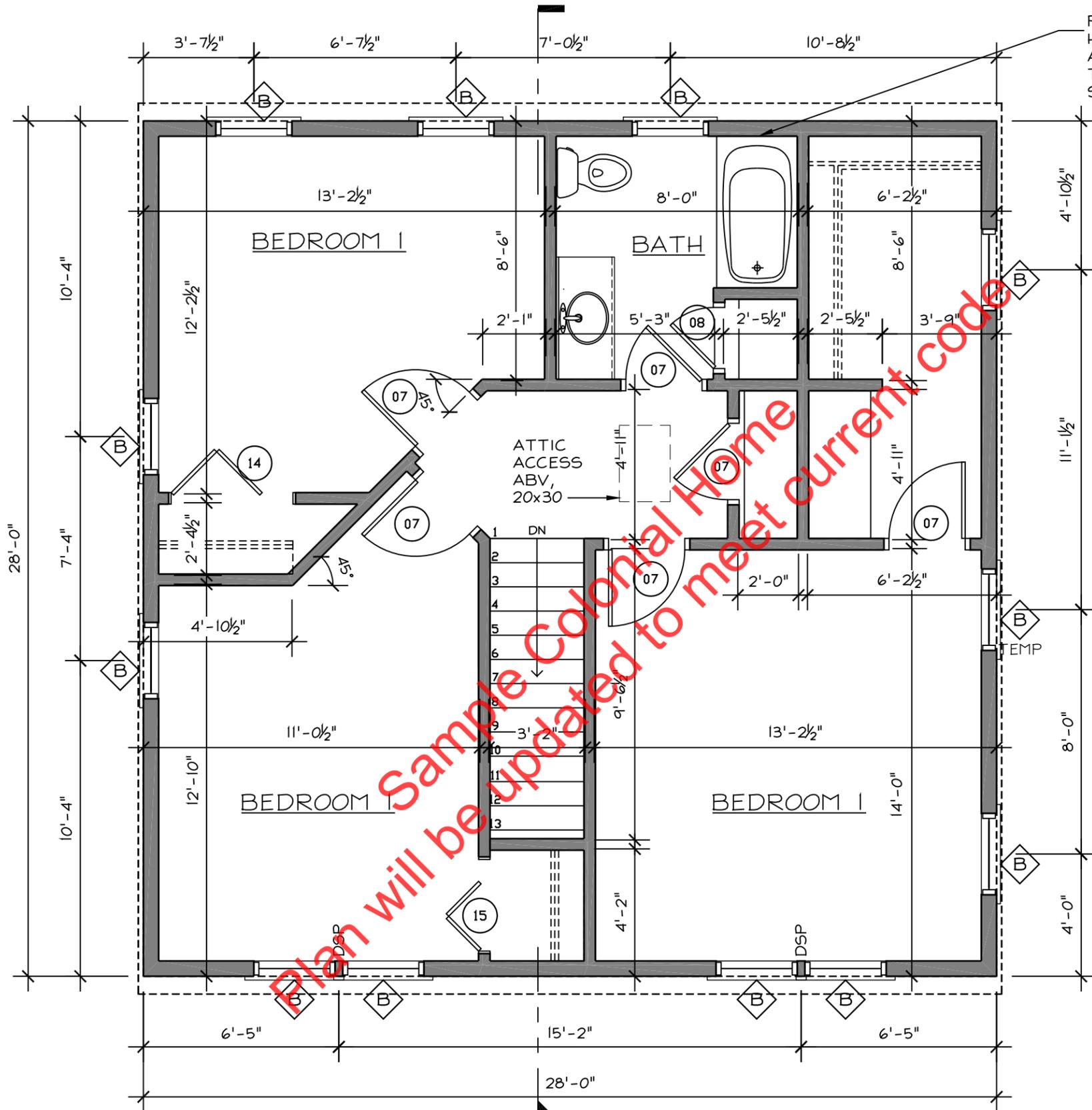
DRAWN BY:
SW/TWS

PROJECT #:

DRAWING NO.:

A1.1

17 May 2016 Tom Simpson, AIA, Licensed Architect
A1.1 Current Project (Comments/Notes) For Habitat of CC - Habitat (Design) Current Project (Lot 6, PH), License: 082, Condo/Corp



PROVIDE INSULATION AND HOUSE WRAP AIR BARRIER AT EXTERIOR WALL PRIOR TO INSTALLING TUB / SHOWER UNIT

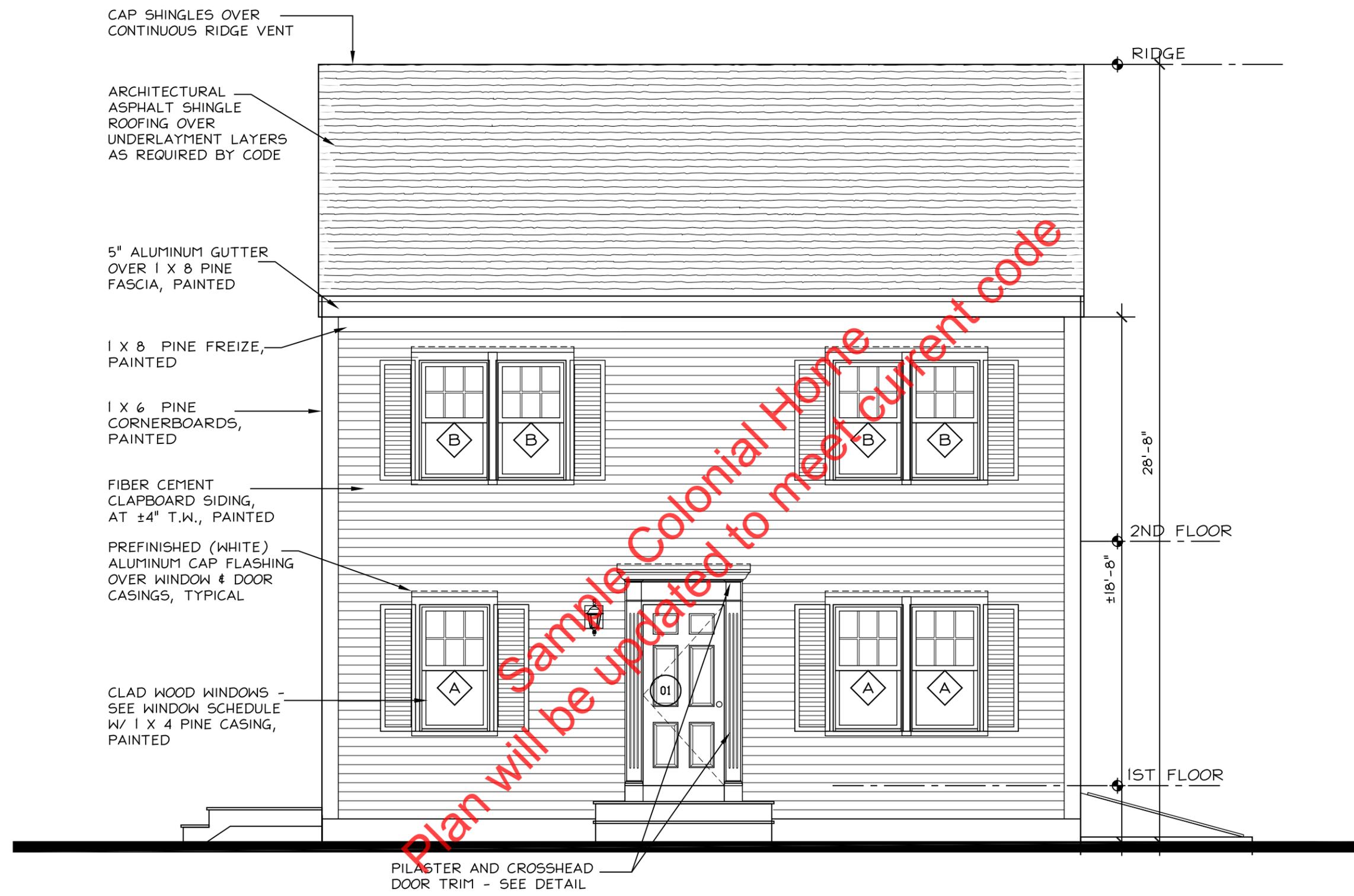
1 SECOND FLOOR PLAN - 4 BR COLONIAL
SCALE 1/4" = 1'-0"

STAMP:	
 BROWN LINDQUIST FENUCCIO & RABER ARCHITECTS, INC. 203 WILLOW STREET, SUITE A YARMOUTHPORT, MA 02675 PH 508-362-8382 FAX 508-362-2828 www.capeandisland.com	
HABITAT FOR HUMANITY CAPE COD TUBMAN NEIGHBORHOOD HABITAT ROAD - LOT 6 BREWSTER, MA	
TITLE:	4 BR COLONIAL SECOND FLOOR PLAN
DATE ISSUED:	05-02-2016
REVISIONS:	
DRAWN BY:	SW/TWS
PROJECT #:	
DRAWING NO.:	A1.2

17 May 2016, Tom Simpson, AIA, Licensed Architect
 18, Current Project (Commissioned/Issued for Humanity of CC - Habitat for Humanity) Current Project: 18, A, PH, License: 082, Coordinate



Catalyst
Architecture Interiors
Where visions take shape

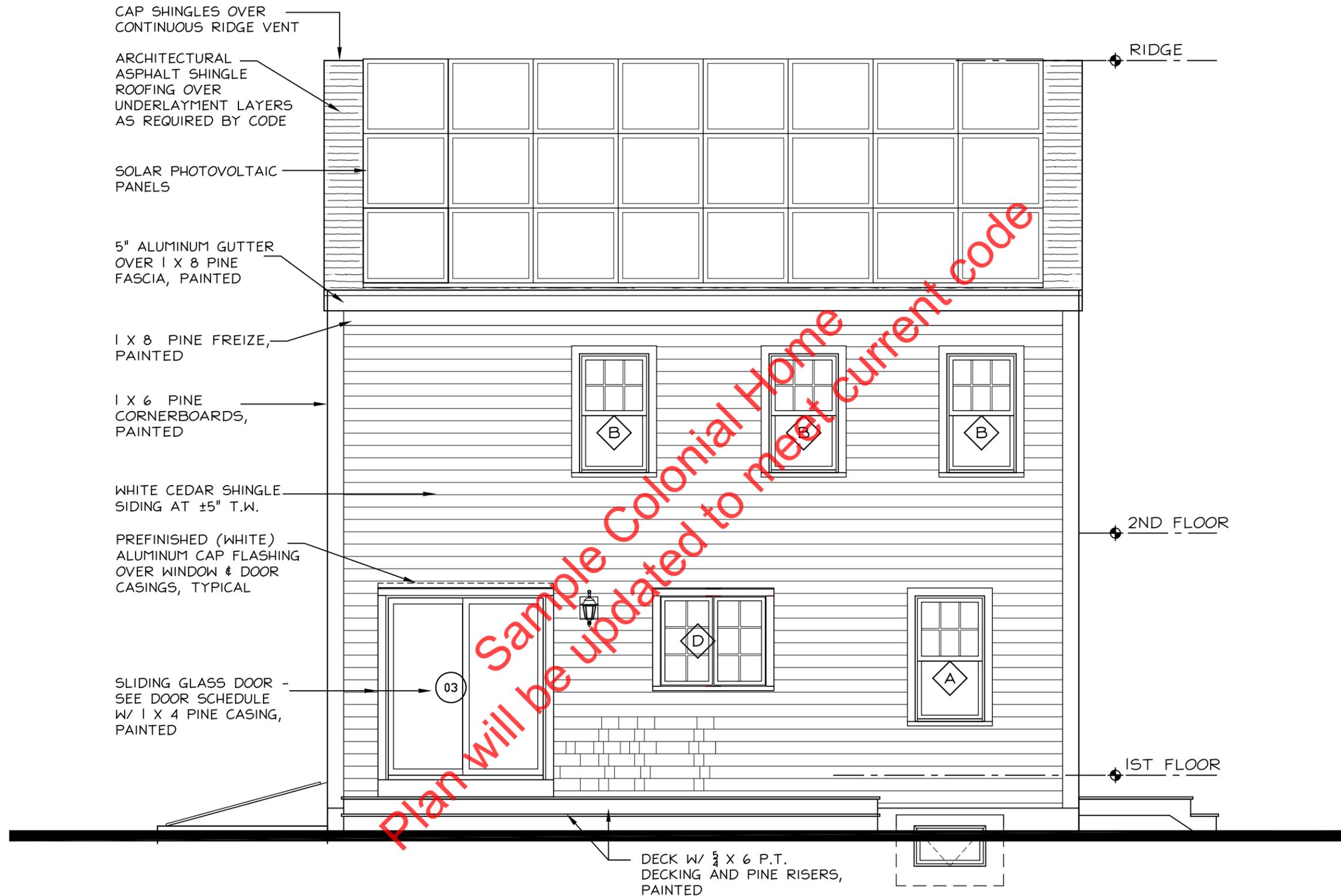


1 FRONT ELEVATION - 4 BR COLONIAL
 SCALE 1/4" = 1'-0"

Plan will be updated to meet current code

17 May 2016, Tom Simpson, AIA, Designer, L1616
 A1_Colonial Project (Commercial/Residential) for Habitat for Humanity of CC - Habitat (Design) - Current (Rpt) - 1/16 - L1616 - L1616 - 08 - Colonial.dwg

STAMP:
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<p>HABITAT FOR HUMANITY CAPE COD TUBMAN NEIGHBORHOOD HABITAT ROAD - LOT 6 BREWSTER, MA</p>
TITLE:
4 BR COLONIAL ELEVATION
DATE ISSUED:
05-02-2016
REVISIONS:
DRAWN BY:
SW/TWS
PROJECT #:
-
DRAWING NO.:
A2.1



CAP SHINGLES OVER CONTINUOUS RIDGE VENT

ARCHITECTURAL ASPHALT SHINGLE ROOFING OVER UNDERLAYMENT LAYERS AS REQUIRED BY CODE

SOLAR PHOTOVOLTAIC PANELS

5" ALUMINUM GUTTER OVER 1 X 8 PINE FASCIA, PAINTED

1 X 8 PINE FREIZE, PAINTED

1 X 6 PINE CORNERBOARDS, PAINTED

WHITE CEDAR SHINGLE SIDING AT ±5" T.W.

PREFINISHED (WHITE) ALUMINUM CAP FLASHING OVER WINDOW & DOOR CASINGS, TYPICAL

SLIDING GLASS DOOR - SEE DOOR SCHEDULE W/ 1 X 4 PINE CASING, PAINTED

RIDGE

2ND FLOOR

1ST FLOOR

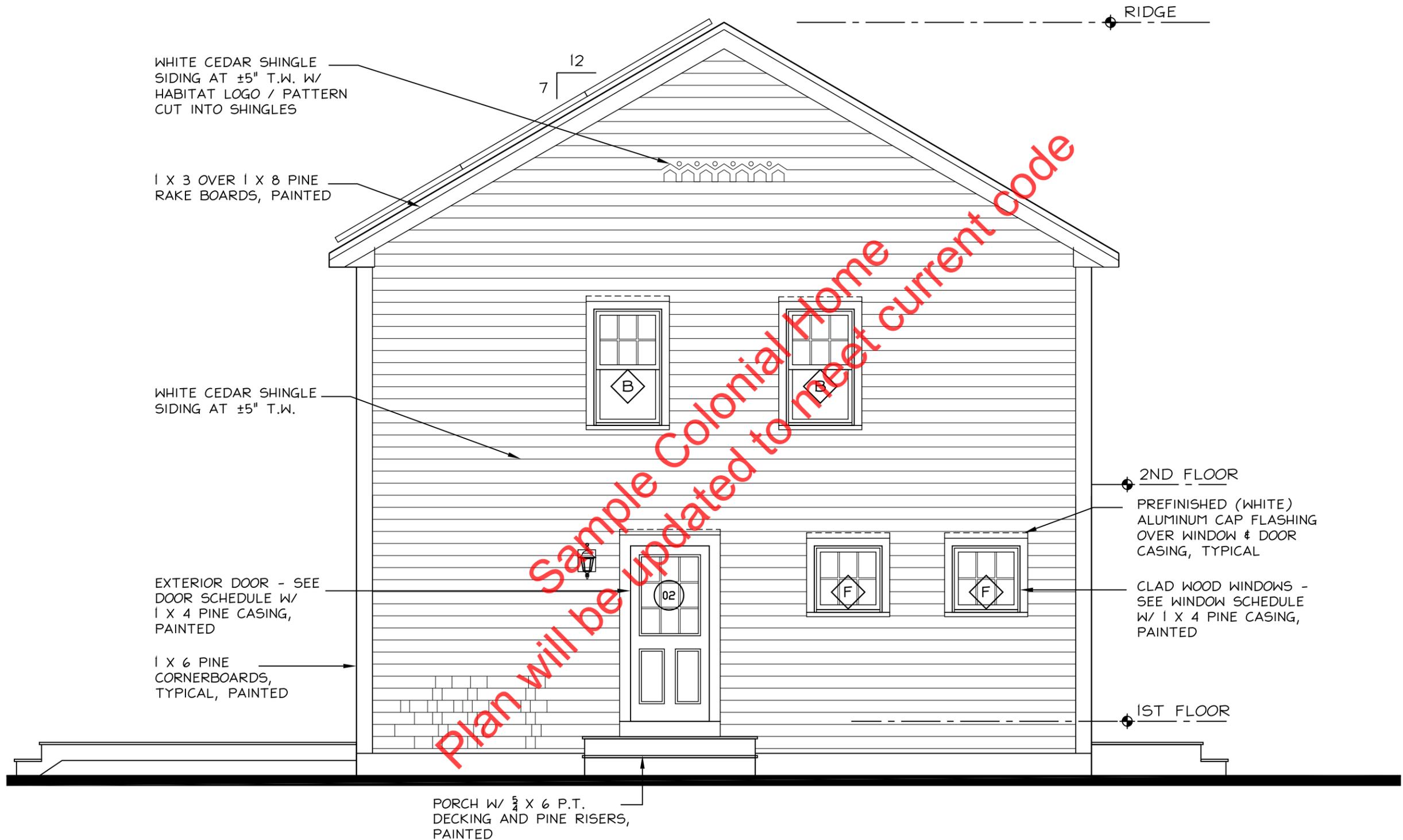
DECK W/ 5/8 X 6 P.T. DECKING AND PINE RISERS, PAINTED

1 REAR ELEVATION - 4 BR COLONIAL
SCALE 1/4" = 1'-0"

Plan will be updated to meet current code

17 May 2016, Tom Simpson, AIA, Designer, Lead
PH, Current Project (Commercial/Industrial) for Habitat for Humanity of CC - Habitat (Design), Current Project, Lead, E, PH, License: 088, Consulting

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HABITAT FOR HUMANITY CAPE COD TUBMAN NEIGHBORHOOD HABITAT ROAD - LOT 6 BREWSTER, MA
TITLE: 4 BR COLONIAL ELEVATION
DATE ISSUED: 05-02-2016
REVISIONS:
DRAWN BY: SW/TWS
PROJECT #:
DRAWING NO.:
A2.2



1 LEFT SIDE ELEVATION - 4 BR COLONIAL
SCALE 1/4" = 1'-0"

17 May 2016, Tom Simpson, AIA, Designer, L1010
A1_Colonial_Highland_Colony_Habitat_for_Humanity_of_CG - Habitat_Designs_Colony_Highland_Colony_Habitat_for_Humanity_of_CG

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FAX 508-362-2828
www.capecodarchitects.com

HABITAT FOR HUMANITY
CAPE COD
TUBMAN NEIGHBORHOOD
HABITAT ROAD - LOT 6
BREWSTER, MA

TITLE:
4 BR COLONIAL ELEVATION

DATE ISSUED:
05-02-2016

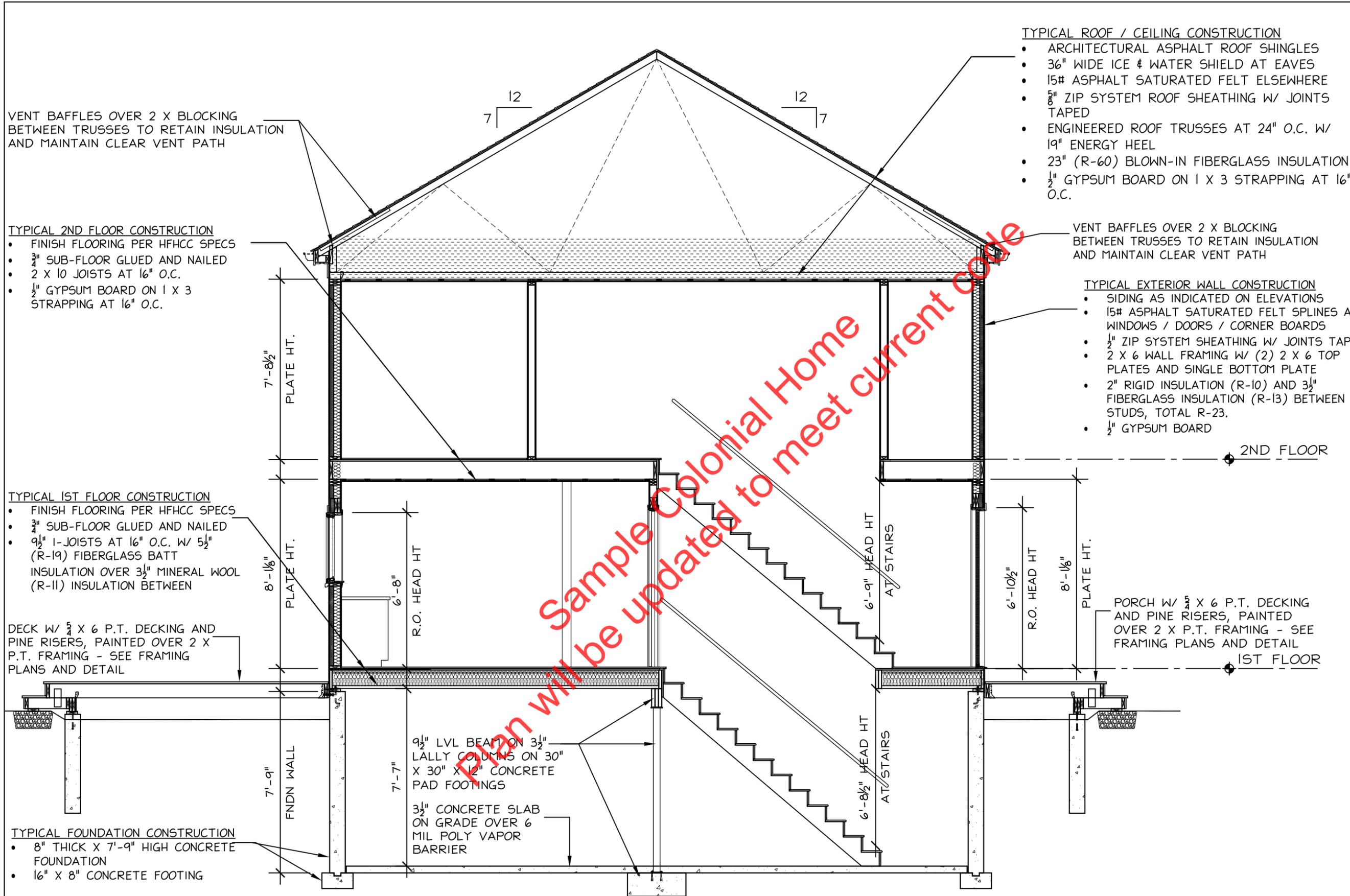
REVISIONS:

DRAWN BY:
SW/TWS

PROJECT #:
-

DRAWING NO.:

A2.3



VENT BAFFLES OVER 2 X BLOCKING BETWEEN TRUSSES TO RETAIN INSULATION AND MAINTAIN CLEAR VENT PATH

- TYPICAL 2ND FLOOR CONSTRUCTION**
- FINISH FLOORING PER HFHCC SPECS
 - 3/4" SUB-FLOOR GLUED AND NAILED
 - 2 X 10 JOISTS AT 16" O.C.
 - 1/2" GYPSUM BOARD ON 1 X 3 STRAPPING AT 16" O.C.

- TYPICAL 1ST FLOOR CONSTRUCTION**
- FINISH FLOORING PER HFHCC SPECS
 - 3/4" SUB-FLOOR GLUED AND NAILED
 - 9 1/2" 1-JOISTS AT 16" O.C. W/ 5 1/2" (R-19) FIBERGLASS BATT INSULATION OVER 3 1/2" MINERAL WOOL (R-11) INSULATION BETWEEN

DECK W/ 5/8 X 6 P.T. DECKING AND PINE RISERS, PAINTED OVER 2 X P.T. FRAMING - SEE FRAMING PLANS AND DETAIL

- TYPICAL FOUNDATION CONSTRUCTION**
- 8" THICK X 7'-9" HIGH CONCRETE FOUNDATION
 - 16" X 8" CONCRETE FOOTING

- TYPICAL ROOF / CEILING CONSTRUCTION**
- ARCHITECTURAL ASPHALT ROOF SHINGLES
 - 36" WIDE ICE & WATER SHIELD AT EAVES
 - 15# ASPHALT SATURATED FELT ELSEWHERE
 - 5/8" ZIP SYSTEM ROOF SHEATHING W/ JOINTS TAPED
 - ENGINEERED ROOF TRUSSES AT 24" O.C. W/ 19" ENERGY HEEL
 - 23" (R-60) BLOWN-IN FIBERGLASS INSULATION
 - 1/2" GYPSUM BOARD ON 1 X 3 STRAPPING AT 16" O.C.

VENT BAFFLES OVER 2 X BLOCKING BETWEEN TRUSSES TO RETAIN INSULATION AND MAINTAIN CLEAR VENT PATH

- TYPICAL EXTERIOR WALL CONSTRUCTION**
- SIDING AS INDICATED ON ELEVATIONS
 - 15# ASPHALT SATURATED FELT SPLINES A WINDOWS / DOORS / CORNER BOARDS
 - 1/2" ZIP SYSTEM SHEATHING W/ JOINTS TAPED
 - 2 X 6 WALL FRAMING W/ (2) 2 X 6 TOP PLATES AND SINGLE BOTTOM PLATE
 - 2" RIGID INSULATION (R-10) AND 3 1/2" FIBERGLASS INSULATION (R-13) BETWEEN STUDS, TOTAL R-23.
 - 1/2" GYPSUM BOARD

PORCH W/ 5/8 X 6 P.T. DECKING AND PINE RISERS, PAINTED OVER 2 X P.T. FRAMING - SEE FRAMING PLANS AND DETAIL

1 BUILDING SECTION A - 4 BR COLONIAL
SCALE 1/4" = 1'-0"

STAMP:

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PH 508-362-8382
203 WILLOW STREET, SUITE A
YARMOUTHPORT, MA 02675
www.capecodarchitects.com

HABITAT FOR HUMANITY
CAPE COD
TUBMAN NEIGHBORHOOD
HABITAT ROAD - LOT 6
BREWSTER, MA

TITLE:
4 BR COLONIAL BUILDING SECTION

DATE ISSUED:
05-02-2016

REVISIONS:

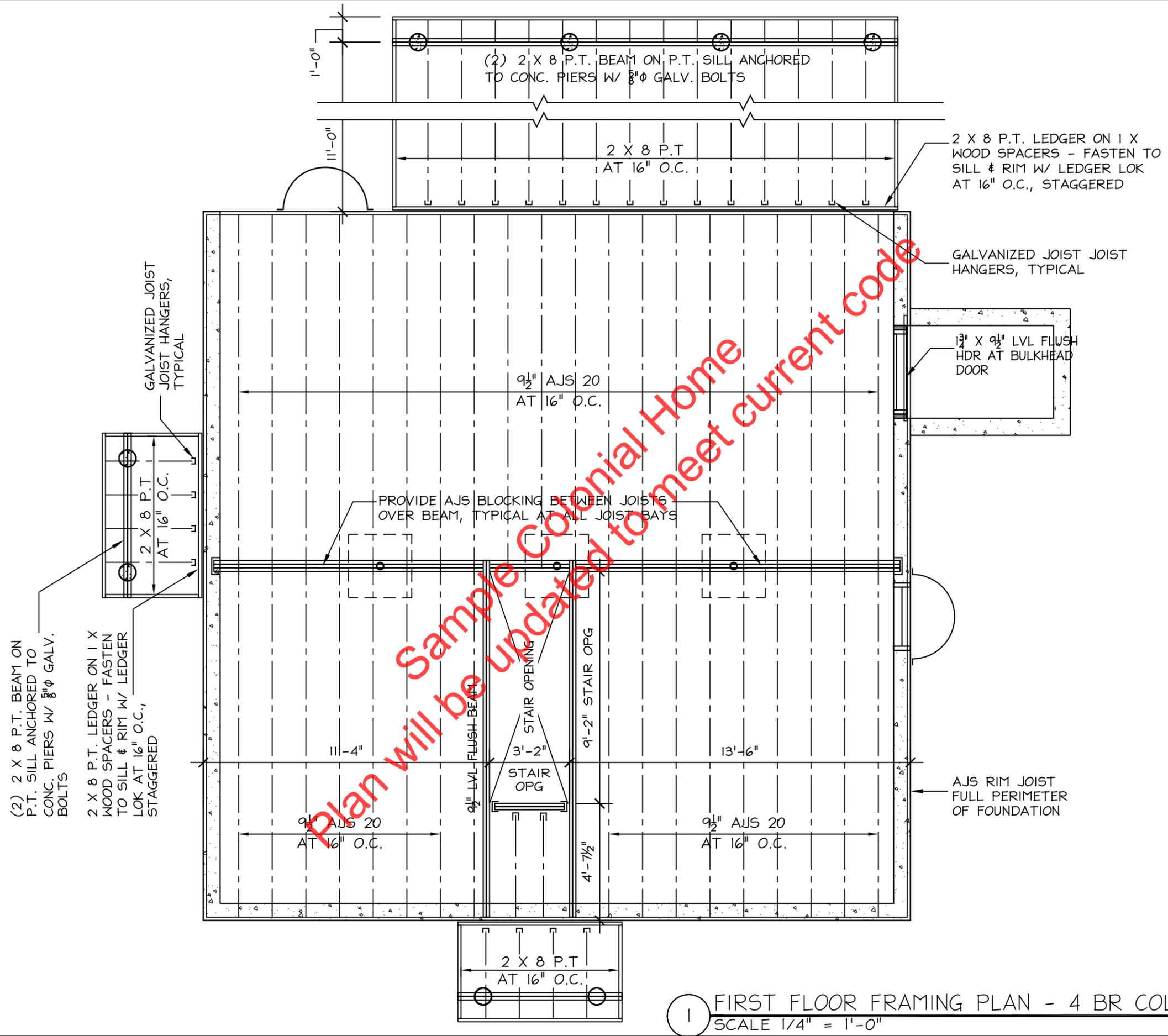
DRAWN BY:
SW/TWS

PROJECT #:

DRAWING NO.:

A3.1

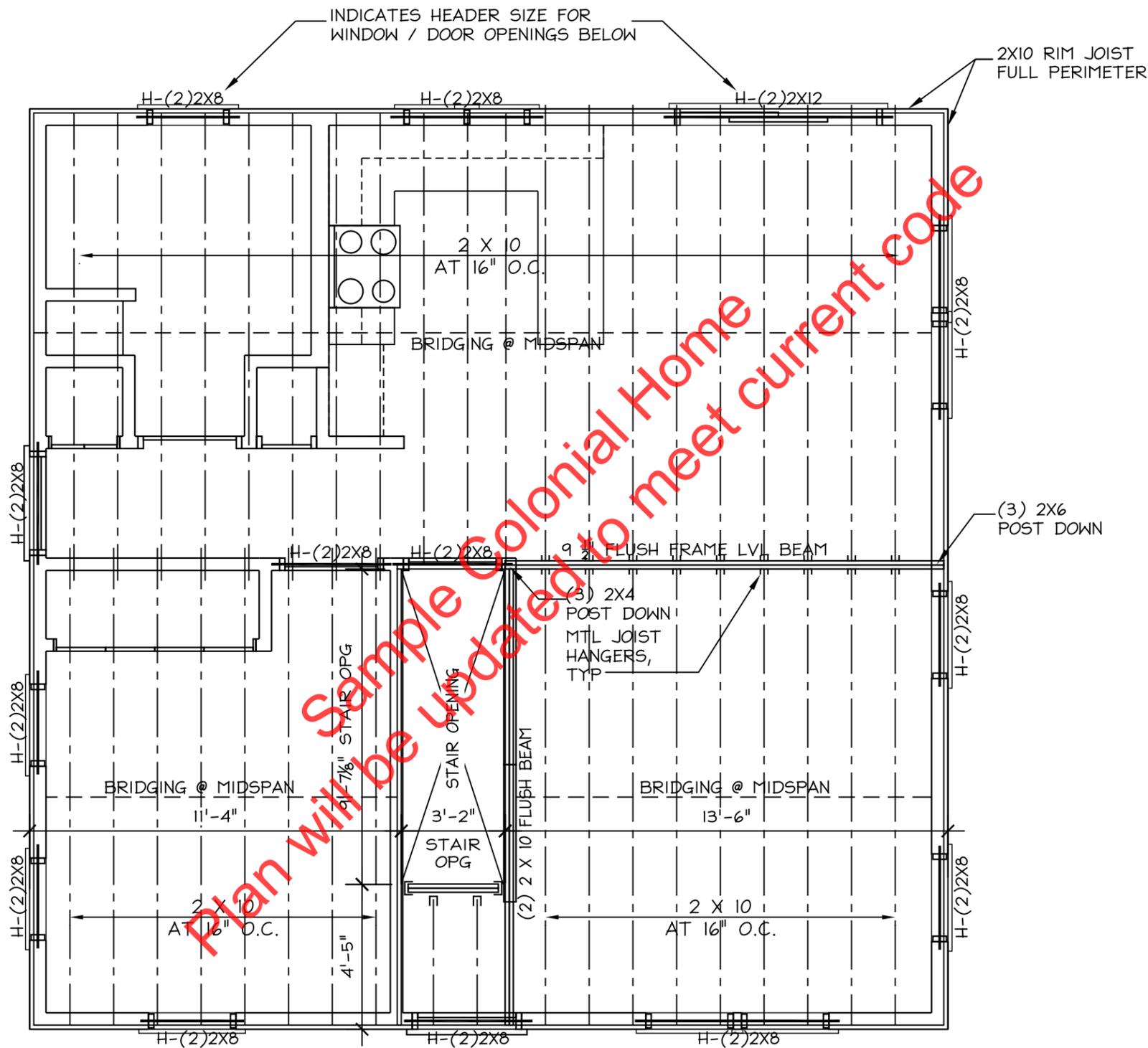
17 May 2016, Tom Spenser, AIA, Structural Drafting
A:\Current Projects\Colonial\Habitat for Humanity of CC - Habitat\Design\Current\Habitat - Lot 6 - P.L. - Habitat - 08 - Colonial.dwg



1 FIRST FLOOR FRAMING PLAN - 4 BR COLONIAL
SCALE 1/4" = 1'-0"

STAMP:	
 BROWN LINDQUIST FENUCCIO & RABER ARCHITECTS, INC.	PH 508-362-8382 FAX 508-362-2828 www.brownlindquist.com
	203 WILLOW STREET, SUITE A YARMOUTHPORT, MA 02675
HABITAT FOR HUMANITY CAPE COD TUBMAN NEIGHBORHOOD HABITAT ROAD - LOT 6 BREWSTER, MA	
TITLE:	4 BR COLONIAL FIRST FLOOR FRAMING PLAN
DATE ISSUED:	05-02-2016
REVISIONS:	
DRAWN BY:	SW/TWS
PROJECT #:	
DRAWING NO.:	A4.1

17 May 2016, Tom Simpson, AIA, Designer, LIAISON
PL_Colonial_Highland_Colonial_Habitat_Humanity_08_Consistency



1 SECOND FLOOR FRAMING PLAN - 4 BR COLONIAL
SCALE 1/4" = 1'-0"

STAMP:

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 203 WILLOW STREET, SUITE A
 YARMOUTHPORT, MA 02675
 PH 508-362-8382
 FAX 508-362-2828
 www.capeportma.com

HABITAT FOR HUMANITY
 CAPE COD
 TUBMAN NEIGHBORHOOD
 HABITAT ROAD - LOT 6
 BREWSTER, MA

TITLE:
 4 BR COLONIAL
 SECOND FLOOR
 FRAMING PLAN

DATE ISSUED:
 05-02-2016

REVISIONS:

DRAWN BY:
 SW/TWS

PROJECT #:

DRAWING NO.:

A4.2

STAMP:

WINDOW SCHEDULE

Mark	Manufacturer	Model	TYPE	SIZE		NOTES
				WIDTH R.O.	HEIGHT R.O.	
A	ANDERSEN 200 SERIES	244DH2849	DOUBLE HUNG	2'-8"	4'-9"	--
B	ANDERSEN 200 SERIES	244DH2846	DOUBLE HUNG	2'-8"	4'-6"	--
C	ANDERSEN 200 SERIES	244DH2040	DOUBLE HUNG	2'-0"	4'-0"	--
D	ANDERSEN 400 SERIES	C23	CASEMENT	4'-0 1/2"	3'-0 1/2"	--
E	ANDERSEN 400 SERIES	C135	CASEMENT	2'-1"	3'-5 1/2"	--
F	ANDERSEN 400 SERIES	AW281	AWNING	2'-8"	2'-5"	--
G	ANDERSEN 400 SERIES	AW251	AWNING	2'-5"	2'-5"	--
H	ANDERSEN 400 SERIES	AW21	AWNING	2'-1"	2'-5"	--

NOTES:

- ALL DOUBLE HUNG WINDOWS ARE TO BE ANDERSEN 200 SERIES VINYL CLAD WOOD WINDOWS. ALL CASEMENT AND AWNING WINDOWS ARE TO BE ANDERSEN 400 SERIES VINYL CLAD WOOD WINDOWS.
- GRILLE PATTERNS ARE TO BE 7/8" SIMULATED DIVIDED LITE, PERMANENTLY APPLIED INTERIOR & EXTERIOR, IN THE CONFIGURATIONS SHOWN ON THE ELEVATIONS.
- ALL WINDOWS ARE TO BE PROVIDED WITH DOUBLE PANE INSULATED GLASS WITH LOW-E COATING.
- ALL WINDOWS ARE TO BE PROVIDED WITH FULL CONVENTIONAL INSECT SCREENS WITH ALUMINUM MESH.
- VERIFY ROUGH OPENINGS LISTED ON WINDOW SCHEDULE PRIOR TO ROUGH FRAMING.
- ALL WINDOWS LOCATED IN HAZARDOUS LOCATIONS PER THE BUILDING CODE ARE TO HAVE TEMPERED GLASS. SEE FLOOR PLANS FOR SPECIFIC LOCATIONS REQUIRING TEMPERED GLASS, INDICATED AS "TEMP".

BROWN LINDQUIST FENUCCIO & RABER ARCHITECTS, INC.
 PH 508-362-8382
 FAX 508-362-2828
 www.capecodarch.com
 203 WILLOW STREET, SUITE A
 YARMOUTHPORT, MA 02675

HABITAT FOR HUMANITY
 CAPE COD
 TUBMAN NEIGHBORHOOD
 HABITAT ROAD - LOT 6
 BREWSTER, MA

TITLE:

WINDOW SCHEDULE

DATE ISSUED:

05-02-2016

REVISIONS:

DRAWN BY:

SW/TWS

PROJECT #:

-

DRAWING NO.:

A5.1

Plan will be updated to meet current code

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 YARMOUTHPORT, MA 02675
 www.capeandtribe.com
 FAX 508-362-2828

HABITAT FOR HUMANITY
 CAPE COD
 TUBMAN NEIGHBORHOOD
 HABITAT ROAD - LOT 6
 BREWSTER, MA

DOOR AND FRAME SCHEDULE

NUMBER	SIZE			Type	Manufacturer	Model No.	MATERIAL	FINISH	GLAZING	FRAME	NOTES
	WIDTH	HEIGHT	THK							Material	
01	3'-0"	6'-8"	1 3/4"	HINGED SINGLE EXT	THERMA-TRU	SMOOTH STAR S296	FIBERGLASS	PAINTED	T.I.G. W/ LOW-E COATING	WOOD	--
02	3'-0"	6'-8"	1 3/4"	HINGED SINGLE EXT	THERMA-TRU	SMOOTH STAR S2150-SDL	FIBERGLASS	PAINTED	T.I.G. W/ LOW-E COATING	WOOD	--
03	6'-0"	6'-8"	1 3/4"	SLIDING GLASS	ANDERSEN	200 SERIES PERMA SHIELD P551168	VINYL CLAD WOOD	PAINTED INT	T.I.G. W/ LOW-E COATING	CLAD WOOD	PROVIDE SLIDING INSECT SCREEN
04	3'-0"	6'-8"	1 3/4"	HINGED SINGLE EXT	THERMA-TRU	SMOOTH STAR S210	FIBERGLASS	PAINTED	---	WOOD	BASEMENT DOOR TO BULKHEAD
05	2'-10"	6'-8"	1 3/8"	HINGED SINGLE INT	JELD WEN	COLONIST TEXTURED	MOLDED COMPOSITE	PAINTED	--	WOOD	--
06	2'-8"	6'-8"	1 3/8"	HINGED SINGLE INT	JELD WEN	COLONIST TEXTURED	MOLDED COMPOSITE	PAINTED	--	WOOD	--
07	2'-6"	6'-8"	1 3/8"	HINGED SINGLE INT	JELD WEN	COLONIST TEXTURED	MOLDED COMPOSITE	PAINTED	--	WOOD	--
08	2'-0"	6'-8"	1 3/8"	HINGED SINGLE INT	JELD WEN	COLONIST TEXTURED	MOLDED COMPOSITE	PAINTED	--	WOOD	--
10	1'-6"	6'-8"	1 3/8"	HINGED SINGLE INT	JELD WEN	COLONIST TEXTURED	MOLDED COMPOSITE	PAINTED	--	WOOD	--
11	1'-3"	6'-8"	1 3/8"	HINGED SINGLE INT	JELD WEN	COLONIST TEXTURED	MOLDED COMPOSITE	PAINTED	--	WOOD	--
12	6'-0"	6'-8"	1 3/8"	SLIDING BYPASS INT	JELD WEN	COLONIST TEXTURED	MOLDED COMPOSITE	PAINTED	--	WOOD	PROVIDE SLIDING DOOR HARDWARE
13	4'-0"	6'-8"	1 3/8"	SLIDING BYPASS INT	JELD WEN	COLONIST TEXTURED	MOLDED COMPOSITE	PAINTED	--	WOOD	PROVIDE SLIDING DOOR HARDWARE
14	4'-0"	6'-8"	1 3/8"	BIFOLD SINGLE INT	JELD WEN	COLONIST TEXTURED	MOLDED COMPOSITE	PAINTED	--	WOOD	PROVIDE SINGLE BIFOLD HARDWARE
15	3'-0"	6'-8"	1 3/8"	BIFOLD SINGLE INT	JELD WEN	COLONIST TEXTURED	MOLDED COMPOSITE	PAINTED	--	WOOD	PROVIDE SINGLE BIFOLD HARDWARE
16	2'-0"	6'-8"	1 3/8"	BIFOLD SINGLE INT	JELD WEN	COLONIST TEXTURED	MOLDED COMPOSITE	PAINTED	--	WOOD	PROVIDE SINGLE BIFOLD HARDWARE
17	6'-0"	6'-8"	1 3/8"	BIFOLD DOUBLE INT	JELD WEN	COLONIST TEXTURED	MOLDED COMPOSITE	PAINTED	--	WOOD	PROVIDE DOUBLE BIFOLD HARDWARE
18	5'-0"	6'-8"	1 3/8"	BIFOLD DOUBLE INT	JELD WEN	COLONIST TEXTURED	MOLDED COMPOSITE	PAINTED	--	WOOD	PROVIDE DOUBLE BIFOLD HARDWARE

DOOR & FRAME NOTES:

1. DOOR SIZE INDICATED IS LEAF DIMENSION (OR BOTH LEAFS ON DOUBLE DOORS). VERIFY MANUFACTURER'S RECOMMENDED ROUGH OPENING FOR ALL DOORS PRIOR TO ROUGH FRAMING.
2. ALL EXTERIOR GLAZED DOORS ARE TO BE PROVIDED WITH TEMPERED / INSULATED GLASS WITH LOW-E COATING -- NOTED ON SCHEDULE AS "T.I.G.".
3. AL DOOR FRAMES TO BE PRIMED AND PAINTED THE SAME COLOR AS THE CASINGS APPLIED TO THEM

TITLE:

DOOR
SCHEDULE

DATE ISSUED: 05-02-2016

REVISIONS:

DRAWN BY: SW/TWS

PROJECT #:

DRAWING NO.:

A5.2

17 May 2016 - Tom Simpson - All Standard Units
 All Current Projects (Comments/Notes for Humanity of CC - Habitat/Design/Coverage/Spec/Unit & Unit/Access/Off/Consulting)

ATTACHMENT 10

LETTER OF FINANCING



May 28, 2024

Wendy Cullinan, CEO & President
Habitat for Humanity of Cape Cod, Inc.
411 Main Street, Suite 6
Yarmouth Port, MA 02675

RE: Letter of Interest Financing for 48 Benjamin Nyes Lane, Falmouth

Dear Ms. Cullinan:

Please accept this as a letter of interest in potentially financing the proposed fifteen home affordable housing development at 48 Benjamin Nyes Lane, Falmouth, utilizing the Local Initiative Program. In addition, we would be interested in acting as the Member Bank should Habitat for Humanity of Cape Cod, Inc. apply for Federal Home Loan Bank of Boston Affordable Housing Program grant funds to further support this project.

We appreciate your confidence in the Bank and have been very pleased with our existing lending relationship which has included providing construction financing for more than twenty Habitat developments to date. We look forward to the opportunity to expand this relationship by further reviewing a loan request for this upcoming project.

This letter of interest does not constitute a formal offer or commitment to lend. It is subject to satisfactory completion of due diligence, credit underwriting and approval as well as other terms and conditions as determined by Cape Cod Five Cents Savings Bank.

If I can be of further assistance, please contact me at (508) 247-2253 or cmerrill@capecodfive.com

With regards,

Christopher L. Merrill
Vice President, Commercial Loan Officer
Cape Cod Five Cents Savings Bank
171 Falmouth Road
Hyannis, MA 02601

ATTACHMENT 11

- 1. Marketing and Lottery Information**
- 2. Monitoring summary and agreement**

Marketing Outline

Affirmative Fair Housing Marketing & Lottery Plan

HABITAT FOR HUMANITY MARKETING PLAN FOR HOMEOWNERSHIP APPLICANTS

Time period: Application deadline shall be at least 60 days from the announcement of availability of applications. Marketing for these homes is scheduled so that purchasers are selected in time to participate, alongside volunteers, in the building of their homes.

Notice of application availability and public workshops:

- Notice of application availability and public information workshops sent to all persons who have requested information about our application process in the last 12 months
- Notices sent to area newspapers: The Cape Cod Times (regional paper), and any other weekly or daily serving the Town where the new homes will be located.
- Two advertisements in regional newspaper (Cape Cod Times)
- Public Service Announcements to local radio stations and local access cable TV
- Notices and fliers sent to Local Town Hall and local Chamber of Commerce
- Notices and fliers sent to churches in the Town and surrounding Towns
- Notices and fliers sent to area housing and social service agencies, and organizations serving the Cape's minority population, including:

Multi-Cultural Development Committee of Cape Cod Community College NAACP

Housing Assistance Corporation — Cape Home Ownership Center Cape

Cod Child Development (Head Start Programs)

Cape Cod Council of Churches

Community Action Council Area

Housing Authorities and Area Town Halls

Additional service and charitable agencies serving low-income as may be identified

- Posting, as required on MAHA and CHAPA websites, Massachusetts Housing Authority (MAHA) website: <http://www.massaffordablehomes.org/default.aspx> and the Citizen's Housing and Planning Association: <http://www.chapa.org/>.
- Fliers distributed through the town's Elementary and Middle Public Schools, as allowed by the Superintendent
- At least two public information sessions are held in the town to inform and assist applicants.
- Virtual public information sessions are also offered.
- Applications will be available at one accessible Town location as well as from Habitat's office.

HABITAT FOR HUMANITY LOTTERY PLAN

The lottery process will conform to standards consistent with the requirements of the Executive Office of Housing and Livable Communities (EOHLC) and the Local Initiative Program (LIP).

Habitat will pre-qualify candidates according to its established criteria and then conduct the lottery, which will not be public, but which will be monitored by a representative of the Town of Falmouth Housing Authority, Housing Committee or any alternate monitoring agency as may be designated by EOHLC, and acceptable to the Town. Post-lottery, before notification of lottery winners, the eligibility and

qualifications of lottery winners will be certified by monitoring agent. HHCC Board of Directors (as Lender) will do final certification of the results.

Local preference: If approved by EOHLIC there will be local preference pool for the lottery for up to 70% of the homes. The definition of local resident will be in conformance with EOHLIC's Affirmative Fair Marketing Plan and will include households currently living in Town, households with a member employed by a local business or the municipality or school district, or with a household member attending public school in the Town. In conformance with EOHLIC standards, no more than 70% of the units for this project may receive a local preference. The applicant pool for the remaining home shall be OPEN meaning there will be no local preference in the application selection for homes in this pool. Per previous agreement with EOHLIC, for all homes, eligible qualified applicants who live or work in the 15-Town service area (Barnstable County) of Habitat for Humanity of Cape Cod shall receive a preference over those who do not.

Household size/bedroom size: There will be a preference system within the selection process for households that will utilize all bedrooms of their home, with at least one person to a bedroom, with couples presumed to share a bedroom unless medical documentation is presented to demonstrate a true need for separate bedrooms. If there is no household number/composition to fill all bedrooms, the earliest selection in the lottery of the size household that would fill all but one, will be given the opportunity to select a larger house size, and so on.

Monitoring summary and agreement

Habitat for Humanity of Cape Cod Monitoring (6.18.2024).

HHCC Regulatory Agreements. To date HHCC regulatory agreements with partner municipalities have assigned post sale monitoring of affordable units to the municipality and DHCD, now EOHLC. Specific reference is found in:

7 B. Throughout the term of this Agreement, the Chief Executive Officer [of the municipality as outlined in 7A] shall annually certify in writing to EOHLC that each of the Low and Moderate Income Units continues to be occupied by a person who was an Eligible Purchaser at the time of purchase; that any Low and Moderate Income Units which have been resold during the year have been resold in compliance with all of the terms and provisions of the Deed Rider then in effect with respect to each such Low and Moderate Income Unit, and in compliance with the Regulations and Guidelines and this Agreement; and that the Project and the Low and Moderate Income Units have otherwise been maintained in a manner consistent with the Regulations and Guidelines, this Agreement, and the Deed Rider then in effect with respect to each Low and Moderate Income Unit.

While official monitoring has been assigned to the municipalities, Habitat continues as the first point of contact for many of our Habitat homeowners who are entertaining resales. Habitat and the municipalities work together with Housing Assistance Corporation to comply with the resale terms at the time of sale.

Falmouth Willett Way. In the case of the HHCC project at Willett Way, the Town of Falmouth requested that we monitor the units on behalf of the Town. We entered into an Agreement, recorded at the Barnstable County Registry of Deeds, BK 31690 PG 33, attached.

Within that agreement we agreed “to annually research that each Low and Moderate Income unit is in compliance...” and certify and report in writing our findings to the town.

We will be sending compliance request letters to all the owners on Willett Way this fall, coordinated with their first year anniversary of home ownership, and continuing forward on an annual basis.

It is our understanding that the Town of Falmouth is requiring developers to monitor their own developments going forward. As that is the case, HHCC will monitor its project at 805 Gifford Street Extension.

AGREEMENT

This Agreement is made this 1st day of November 2018 by and between the Town of Falmouth (the "Town"), and Habitat for Humanity of Cape Cod, Inc., a Massachusetts corporation, having an address at 411 Main St. (Route 6A) Yarmouth Port, MA 02675. and its successors and assigns ("Habitat").

WHEREAS, the Town and Habitat have entered into a certain *Regulatory Agreement and Declaration of Restrictive Covenants* dated 20th day of November 2018 with the Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development ("DHCD")(the "Regulatory Agreement").

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");

WHEREAS, Habitat intends to construct a housing development known as Willett Way Housing at a 5.57±acre site on O Barrows Road in Falmouth, more particularly described in Exhibit A attached hereto and made a part hereof (the "Project");

WHEREAS, such Project is to consist of a total number of ten (10) detached dwellings (the "Units") and ten (10) of the Units will be sold at prices specified in this Agreement to persons or households with incomes at or below eighty percent (80%) of the regional median household income (the "Low and Moderate Income Units");

WHEREAS, Habitat has received a comprehensive permit from the Zoning Board of Appeals of the Town, which permit is recorded/filed at the Barnstable County Registry of Deeds/Registry District of the Land Court (the "Registry") in Book 31485, Page 40 (the "Comprehensive Permit"); and

WHEREAS, In order to participate in the LIP Program, The Town is to comply with certain requirements promulgated by DHCD and described in the Regulatory Agreement.

O Barrows Road, Falmouth, Massachusetts

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties hereto acknowledge, Habitat and the Town hereby agree as follows:

1) The Regulatory Agreement requires the Chief Executive Officer of the Town to annually certify in writing to DHCD the following:

- a) that each of the Low and Moderate Income Units continues to be occupied by a person who was an Eligible Purchaser at the time of purchase;
- b) that any Low and Moderate Income Units which have been resold during the year have been resold in compliance with all of the terms and provisions of the Deed Rider then in effect with respect to each such Low and Moderate Income Unit, and in compliance with the Regulations and Guidelines and the Regulatory Agreement; and
- c) that the Project and the Low and Moderate Income Units have otherwise been maintained in a manner consistent with the LIP Regulations and Guidelines, the Regulatory Agreement, and a Deed Rider prepared by DHCD in effect with respect to each Low and Moderate Income Unit and attached to each Deed from Habitat to the Eligible Purchaser.

2) Habitat hereby agrees to annually research that each Low and Moderate Income Units is in compliance with the above.

(3) Habitat hereby agrees and covenants to then report and certify in writing to the Town that each Low and Moderate Income Units is in compliance with the above.

[end of document text — signature page and Exhibit A follow]

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

Habitat for Humanity of Cape Cod, Inc.

By: Nancy F. Smith
Nancy F. Smith, President

By: Linda A. Cebula
Linda A. Cebula, Treasurer

Town of Falmouth

By: Julian Suso 11/15/18
Julian Suso, Town Manager

TOWN OF FALMOUTH
OFFICE OF TOWN COUNSEL
APPROVED AS TO FORM

Patricia Harris

COMMONWEALTH OF MASSACHUSETTS

Barnstable County

On this 19th day of November 2018, before me, the undersigned notary public, personally appeared Nancy F. Smith, President of Habitat for Humanity of Cape Cod, Inc., proved to me through satisfactory evidence of identification, which was personal knowledge to be the person whose name is signed on the preceding or attached document, and acknowledged to me that it is the free act and deed of said corporation, for its stated purpose.



Kate Mitchell
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires Jan. 28, 2022

Kate Mitchell

Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

Barnstable County

On this 19th day of November 2018, before me, the undersigned notary public, personally appeared Linda A. Cebula, Treasurer of Habitat for Humanity of Cape Cod, Inc., proved to me through satisfactory evidence of identification, which was personal knowledge to be the person whose name is signed on the preceding or attached document, and acknowledged to me that it is the free act and deed of said corporation, for its stated purpose.



Kate Mitchell
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires Jan. 28, 2022

Kate Mitchell

Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Barnstable

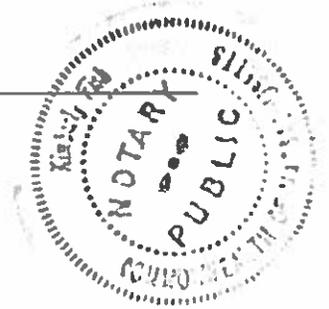
On this 15th day of November, 2018, before me, the undersigned notary public, personally appeared Julian Suso, proved to me through satisfactory evidence of identification, which were personally known to me, to be the person whose name is signed on the preceding document, as Town Manager for the Town of Falmouth, and acknowledged to me that he signed it voluntarily for its stated purpose.



Notary Public

Print Name:

My Commission Expires:



KIMBERLY FISH
NOTARY PUBLIC, COMM OF MASSACHUSETTS
MY COMMISSION EXPIRES MARCH 5, 2021

EXHIBIT A

Property Description

The land with the buildings thereon located in Falmouth, Barnstable County, Commonwealth of Massachusetts, commonly known and numbered 0 Barrows Road, more particularly described as follows:

Shown on a plan entitled "Plan of Land in Falmouth, Mass. prepared for Habitat for Humanity of Cape Cod, Inc., #0 Barrows Road, Parcel I.D. #29-05-006-000A," prepared by Bracken Engineering, Inc., dated August 29, 2018, recorded with the Barnstable Registry of Deeds in Plan Book 697 Page 56.

Containing 229,696± S.F.

BARNSTABLE REGISTRY OF DEEDS
John F. Meade, Register

ATTACHMENT 12

RED-LINE REGULATORY AGREEMENT

LOCAL INITIATIVE PROGRAM
REGULATORY AGREEMENT
AND
DECLARATION OF RESTRICTIVE COVENANTS
FOR
OWNERSHIP PROJECT

This Regulatory Agreement and Declaration of Restrictive Covenants (the “Agreement”) is made this ___ day of _____ 20253 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~~ Town of _____ Falmouth (the “Municipality”), and _____, Habitat for Humanity of Cape Cod, Inc., a Massachusetts corporation ~~limited partnership/limited liability company~~, having an address at _____ 411 Main Street (Rte. 6A), Suite 6, Yarmouth Port, MA 02675, and its successors and assigns (“Project Sponsor”).

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”);

WHEREAS, the Project Sponsor intends to construct a housing development known as Benjamin Nyes Lane Community Housing at a 326,700 square feet ~~±~~ ~~acre~~-site on 48 Benjamin Nyes Lane Street ~~Road~~ in the Municipality, more particularly described in Exhibit A attached hereto and made a part hereof (the “Project”);

WHEREAS, such Project is to consist of a total number of ~~of~~ fourteen (14) condominium units ~~detached dwellings~~ (the “Units”) and fourteen (14) of the Units will be sold at prices specified in this Agreement to persons or households with seven units to those with incomes at or below sixty percent (60%) ; and seven units to those with incomes at or below eighty percent (80%) of the regional median household income (the “Low- and Moderate-Income Units”). All subsequent resales will be restricted to those at or below eighty percent (80%) of the regional median household income;

WHEREAS, **[For comprehensive permit projects add:** upon application of the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) and the Project Sponsor, EOHLC made a determination of project eligibility pursuant to 760 CMR 56.04 and the Project Sponsor has received a comprehensive permit from the Zoning Board of Appeals of the Municipality, which permit ~~is recorded/filed at with~~ the Barnstable Registry of

Deeds/Registry District of the Land Court (the “Registry”) in Book _____, Page _____/ __ as Document No. _____ (the “Comprehensive Permit”); ~~For Local Action Units add: the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) and the Project Sponsor have made application to EOHLC to certify that the units in the Project are Local Action Units (as that term is defined in the Comprehensive Permit Guidelines (the “Guidelines”)) published by EOHLC with the LIP Program; and~~

WHEREAS, in partial consideration of the execution of this Agreement, ~~for comprehensive permit projects add: EOHLC is issuing its final approval of the Project within the LIP Program pursuant to Section 19 of this Agreement, and has given and will give technical and other assistance to the Project;~~ ~~for Local Action Units add: EOHLC 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, EOHLC, the Municipality, and the Project Sponsor hereby agree and covenant as follows:

1. The Project Sponsor agrees to construct the Project in accordance with plans and specifications approved by the Municipality (the “Plans and Specifications”) ~~for comprehensive permit projects add: —~~and in accordance with all terms and conditions of the Comprehensive Permit. 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 *Comprehensive Permit Guidelines* (the “Guidelines”)) published by EOHLC, 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.

0 of the Low- and Moderate-Income Units shall be one-bedroom units;
0 of the Low- and Moderate-Income Units shall be two-bedroom units;
~~fourteen (14)~~ of the Low- and Moderate-Income Units shall be three-
units; and bedroom
0 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:

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

The Project must fully comply with the State Building Code and with all applicable state and federal building, environmental, health, safety and other laws, rules, and regulations, including without limitation all applicable federal and state laws, rules and regulations relating to the operation of adaptable and accessible housing for persons with disabilities. ~~For comprehensive~~

~~permit projects add:~~ Except to the extent that the Project is exempted from such compliance by the Comprehensive Permit, the Project must also comply with all applicable local codes, ordinances and by-laws.

Each Low- and Moderate-Income Unit will be sold for no more than the price set forth in Exhibit B attached hereto and made a part hereof to an Eligible Purchaser. An Eligible Purchaser is a Family (i) 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 and (ii) whose assets do not exceed the limits specified in the Guidelines. A “Family” shall mean two or more persons who will live regularly in the Low- or 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 MSA/HMFA/County.

2. Upon the occurrence of one of the events described in 760 CMR 56.03(2), the Project will be included in the Subsidized Housing Inventory as that term is described in 760 CMR 56.01. Only Low- and Moderate-Income Units will be counted as SHI Eligible Housing as that term is described in 760 CMR 56.01 for the purposes of the Act.

3. (a) At the time of sale of each Low- and Moderate-Income Unit by the Project Sponsor, the Project Sponsor shall execute and shall as a condition of the sale cause the purchaser of the Low- and Moderate-Income Unit to execute an Affordable Housing Deed Rider in the form of Exhibit C attached hereto and made a part hereof (the “Deed Rider”). Such Deed Rider shall be attached to and made a part of the deed from the Project Sponsor to the Unit Purchaser. Each such Deed Rider shall require the Unit Purchaser at the time he desires to sell the Low- and Moderate-Income Unit to offer the Low- and Moderate-Income Unit to the Municipality and to EOHLIC at a discounted purchase price more particularly described therein. The Municipality and EOHLIC shall have the option upon terms more particularly described in the Deed Rider to either purchase the Low- and Moderate-Income Unit or to find an Eligible Purchaser. The Deed Rider shall require the Unit Purchaser and the Eligible Purchaser to execute at the time of resale a Deed Rider identical in form and substance to the Deed Rider then in effect with respect to the Low- and Moderate-Income Unit which will be attached and made a part of the deed from the Unit Purchaser to the Eligible Purchaser, so that the affordability of the Low- and Moderate-Income unit will be preserved each time that subsequent resales of the Low- and Moderate-Income unit occur. (The various requirements and restrictions regarding resale of a Low- and Moderate-Income Unit contained in the Deed Rider are hereinafter referred to as the (“Resale Restrictions”). If upon the initial resale or any subsequent resale of a Low- and Moderate-Income Unit, the Municipality and EOHLIC are unable to find an Eligible Purchaser for the Low- and Moderate-Income Unit, and the Municipality and EOHLIC each elect not to exercise its right to purchase the Low- and Moderate-Income Unit, then the then current owner of the Low- and Moderate-Income Unit shall have the right to sell the Low- and Moderate-Income Unit to any person, regardless of his income (an “Ineligible Purchaser”) at the Maximum Resale Price and subject to all rights and restrictions contained in the Deed Rider, and provided that the Unit is conveyed subject to a Deed Rider identical in form and substance to the Deed Rider then in effect with respect to the Low- and Moderate-Income Unit which will be attached and made part of the deed from the Unit Purchaser to the Ineligible Purchaser.

(b) For each sale of a Low- and Moderate-Income Unit, EOHLC must approve the terms of the Eligible Purchaser's mortgage financing as evidenced by EOHLC's issuance of the Resale Price Certificate described in the Deed Rider.

(c) The Municipality agrees that in the event that it purchases a Low- and Moderate-Income Unit pursuant to its right to do so contained in the Deed Rider then in effect with respect to such Low- and Moderate-Income Unit, that the Municipality shall within six (6) months of its acceptance of a deed of such Low- and Moderate-Income Unit, either (i) sell the Low- and Moderate-Income Unit to an Eligible Purchaser at the same price for which it purchased the Low- and Moderate-Income Unit plus any expenses incurred by the Municipality during its period of ownership, such expenses to be approved by EOHLC, subject to a Deed Rider satisfactory in form and substance to EOHLC and the recording of an Eligible Purchaser Certificate satisfactory in form and substance to EOHLC, the method for selecting such Eligible Purchaser to be approved by EOHLC or (ii) rent the Low- and Moderate-Income Unit to a person who meets the income guidelines of the LIP Program, upon terms and conditions satisfactory to EOHLC and otherwise in conformity with the requirements of the LIP Program. If the Municipality fails to sell or rent the Low- and Moderate-Income unit as provided herein within said six (6) month period, or if at any time after the initial rental of the Low- and Moderate-Income Unit by the Municipality as provided herein the Low- and Moderate-Income Unit becomes vacant and remains vacant for more than ninety (90) days, then such Low- and Moderate-Income Unit shall cease to be counted as SHI Eligible Housing, and shall no longer be included in the Subsidized Housing Inventory.

(d) Each Low- and Moderate-Income Unit will remain SHI Eligible Housing and continue to be included in the Subsidized Housing Inventory 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 Project Sponsor is in default hereunder; (2) the Project and Low- and Moderate-Income Unit each continue to comply with the Regulations and the Guidelines as the same may be amended from time to time; and (3) either (i) a Deed Rider binding the then current owner of the Low- and Moderate-Income Unit to comply with the Resale Restrictions is in full force and effect and the then current owner of the Low- and Moderate-Income Unit is either in compliance with the terms of the Deed Rider, or the Municipality is in the process of taking such steps as may be required by EOHLC to enforce the then current owner's compliance with the terms of the Deed Rider or (ii) the Low- and Moderate-Income Unit is owned by the Municipality and the Municipality is in compliance with the terms and conditions of the last preceding paragraph, or (iii) the Low- and Moderate-Income Unit is owned by EOHLC.

4. ~~[For comprehensive permit projects where the Project Sponsor is a for-profit entity add:~~

~~(a) Effective August 7, 2007, EOHLC has adopted the policies, procedures, and forms for determining limited dividend compliance set forth in the MassHousing document entitled "Preparation of Cost Certification upon Completion of Homeownership 40B Project for Which MassHousing Serves as Project Administrator: Guidance to Developers and Municipalities" (the "MassHousing Guidance"). The MassHousing Guidance shall govern the cost certifications obligations of the Project Sponsor under this Agreement.~~

~~(b) The Project Sponsor shall be a limited dividend organization as defined by 760 CMR 56.01. Project Sponsor agrees that the aggregate profit from the Project which shall be payable to Project Sponsor or to the partners, shareholders or other owners of Project Sponsor or the Project shall not exceed twenty percent (20%) of total development costs of the Project, which development costs have been approved by EOHLIC (the “Allowable Profit”).]~~

~~(c) Within one hundred eighty (180) days after Substantial Completion of the Project (as that term is defined in the MassHousing Guidance) or, if later, within sixty (60) days of the date on which all units in the Project are sold, the Project Sponsor shall deliver to the Municipality and to EOHLIC an itemized statement of total development costs together with a statement of gross income from the Project received by the Project Sponsor to date in form satisfactory to EOHLIC (the “Certified Cost and Income Statement”) prepared and certified by a certified public accountant satisfactory to EOHLIC. EOHLIC requires the prequalification of the certified public accountant hired by the Project Sponsor as more particularly set forth in Article IV (D) of the Guidelines. If all units at the Project have not been sold within twenty four (24) months of Substantial Completion, a sale price for the remaining unsold units shall be imputed in an amount equal to the average of the last three (3) arms length sales of comparable units, and a final Certified Cost and Income Statement shall be required within sixty (60) days thereafter. Prior to EOHLIC’s acceptance of the Certified Cost and Income Statement and for a period of 30 days after EOHLIC provides the Municipality with its determination of compliance with the limited dividend requirement, the Municipality shall have the option of having the Certified Cost and Income Statement evaluated for accuracy (e.g., absence of material errors) applying the same standards as EOHLIC by an independent auditor selected by the Municipality. EOHLIC will reasonably review any inaccuracies identified by the Municipality during this period and shall thereafter make a final determination of the Project Sponsor’s compliance with the limited dividend requirement.~~

~~(d) All profits from the Project in excess of the Allowable Profit (the “Excess Profit”) shall be paid by the Project Sponsor to the Municipality. The Municipality agrees that upon the receipt by the Municipality of any Excess Profit, the Municipality shall deposit any and all such Excess Profit into an affordable housing fund, if one exists in the Municipality, and otherwise into a fund established pursuant to G.L. c.44 §53A to be used by the Municipality for the purpose of reducing the cost of Low and Moderate Income Units to Eligible purchasers upon resale or for the purpose of encouraging, creating, or subsidizing the construction or rehabilitation of housing for persons and families of Low and Moderate Income elsewhere in the Municipality. The expenditure of funds from the Affordable Housing Fund shall be reported on an annual basis to EOHLIC. For so long as the Project Sponsor complies with the requirements of this Section 4, the Project Sponsor shall be deemed to be a limited dividend organization within the meaning of the Act.]~~

~~**[For comprehensive permit projects where the Project Sponsor is a non-profit entity add:—**Within one hundred eighty (180) days after Substantial Completion of the Project or, if later, within sixty (60) days of the date on which all the units in the Project are sold, the Project Sponsor shall complete and deliver to the Municipality and to EOHLIC the section of the Local Initiative Program Application for Comprehensive Permit Projects entitled “Project Feasibility – Ownership Projects” (ownership pro forma, profit analysis, and cost analysis), documenting the~~

actual development costs of and income from the Project, prepared and signed by the Chief Financial Officer of the Project Sponsor. Substantial Completion shall be deemed to have occurred when construction of the Project is sufficiently complete so that the Unit may be occupied and amenities may be used for their intended purpose, except for designated punch list items and seasonal work which does not interfere with the residential use of the Low- and Moderate-Income Units.†

5. (a) Prior to marketing or otherwise making available for sale any of the Units, the Project Sponsor 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 buyer 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 and effective outreach to protected groups underrepresented in the municipality, including provisions for a lottery, consistent with 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, provided that any local preference shall apply only to the initial unit sales by the Project Sponsor. 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 buyer 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 MSA, the Project Sponsor must list all Low- and Moderate-Income Units with the Boston Fair Housing Commission's MetroList (Metropolitan Housing Opportunity Clearing Center); other requirements for listing of units are specified in the Guidelines.** All costs of carrying out the Marketing Plan shall be paid by the Project Sponsor.

(b) The Project Sponsor may use in-house staff to draft and/or implement the Marketing Plan, provided that such staff meets the qualifications described in the Guidelines. The Project Sponsor may contract for such services provided that any such contractor must be experienced and qualified under the standards set forth in the Guidelines. A failure to comply with the Marketing Plan by the Project Sponsor or by the Municipality shall be deemed to be a default of this Agreement. The Project Sponsor agrees to maintain for at least five years following the sale of the last Low- and Moderate-Income Unit, a record of all newspaper ads, 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 Project Sponsor or the Municipality. The Project Sponsor 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 Project Sponsor, 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 Project Sponsor or Municipality as the case may be, shall conduct such additional outreach or marketing efforts as shall be determined by EOHLC.

6. Neither the Project Sponsor nor the Municipality shall discriminate on the basis of race, religion, color, sex, sexual orientation, familial status, age, disability, marital status, national origin, genetic information, ancestry, children, receipt of public assistance, or any other basis prohibited by law in the selection of buyers for the Units; and the Project Sponsor shall not so discriminate in connection with the employment or application for employment of persons for the construction, operation or management of the Project.

7. (a) The Project Sponsor 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 Project Sponsor and the Project in order to monitor the Project Sponsor's compliance with the terms of this Agreement.

(b) 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 occupied by a person who was an Eligible Purchaser at the time of purchase; that any Low- and Moderate-Income Units which have been resold during the year have been resold in compliance with all of the terms and provisions of the Deed Rider then in effect with respect to each such Low- and Moderate-Income Unit, and in compliance with the Regulations and Guidelines and this Agreement; and that the Project and the Low- and Moderate-Income Units have otherwise been maintained in a manner consistent with the Regulations and Guidelines, this Agreement, and the Deed Rider then in effect with respect to each Low- and Moderate-Income Unit.

8. Upon execution, the Project Sponsor shall immediately cause this Agreement and any amendments hereto to be recorded/~~filed~~ with the Registry, and the Project Sponsor shall pay all fees and charges incurred in connection therewith. Upon recording or filing, as applicable, the Project Sponsor 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.

9. The Project Sponsor hereby represents, covenants and warrants as follows:

(a) The Project Sponsor (i) is a _____, ~~non-profit corporation~~, 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 Project Sponsor (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 Project Sponsor 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 Project Sponsor 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 in paragraph 10, 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 Project Sponsor, 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 or adversely affect its financial condition.

10. (a) Except for sales of Low- and Moderate-Income Units to Eligible Purchasers and sales of other Units to unit owners in the ordinary course of business as permitted by the terms of this Agreement, the Project Sponsor 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 Project Sponsor'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 Project 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 Project Sponsor 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 Project Sponsor shall provide EOHLC 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 the Project Sponsor, or
- (ii) the conveyance, assignment, transfer, or relinquishment of a majority of the Beneficial Interests (herein defined) in the Project Sponsor (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 the Project Sponsor'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, EOHLC's consent under this Section 10 shall not be required with respect to the grant by the Project Sponsor 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.

The Project Sponsor hereby agrees that it shall provide copies of any and all written notices received by the Project Sponsor from a mortgagee exercising or threatening to exercise its foreclosure rights under the mortgage.

11. Until such time as decisions regarding repair of damage due to fire or other casualty, or restoration after taking by eminent domain, shall be made by a condominium association or trust not controlled by the Project Sponsor, (or if the Project consists of detached dwellings, by homebuyers) Project Sponsor agrees that if the Project, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, the Project Sponsor 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 the terms of this Agreement, subject to the approval of the Project's lenders, which lenders have been approved by EOHLC and the Municipality.

12. 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.

13. 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:

DRAFT

EOHLC: Executive Office of Housing and Livable Communities
Attention: Local Initiative Program Director
100 Cambridge Street, Suite 300
Boston, MA 02114

Municipality: Town of Falmouth
Attention: Town Administrator
Falmouth Town Hall
59 Town Hall Square
Falmouth, MA 02540

Project Sponsor: Habitat for Humanity of Cape Cod, Inc.
Attention: President
411 Main Street, Suite 6
Yarmouth Port, MA 02675

14. (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, the Project Sponsor and its successors and assigns, and EOHLC and its successors and assigns and the Municipality and its successors and assigns. EOHLC has determined that the acquiring of such affordable housing restriction is in the public interest. The term of this Agreement shall be perpetual, provided however, that this Agreement shall terminate if (a) at any time hereafter there is no Low- and Moderate-Income Unit at the Project which is then subject to a Deed Rider containing the Resale Restrictions, and there is no Low- and Moderate-Income Unit at the Project which is owned by the Municipality or EOHLC as provided in Section 4 hereof, ~~or (b) if a Comprehensive Permit is not granted to the Project Sponsor for the Project by either the Municipality's Board of Appeals (as that term is defined in the Regulations) or by the Housing Appeals Committee (as that term is used in the Act) within a period of eighteen months from the date of execution of this Agreement, or (c) if at any time the Comprehensive Permit is revoked and all applicable appeal periods with respect to such revocation have expired].~~ **[For comprehensive permit projects add:** or (b) if a Comprehensive Permit is not granted to the Project Sponsor for the Project by either the Municipality's Board of Appeals (as that term is defined in the Regulations) or by the Housing Appeals Committee (as that term is used in the Act) within a period of eighteen months from the date of execution of this Agreement, or (c) if at any time the Comprehensive Permit is revoked and all applicable appeal periods with respect to such revocation have expired]. 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.

(b) The Project Sponsor 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 Project Sponsor's successors in title, (ii) are not merely personal covenants of the Project Sponsor, and (iii) shall bind the Project Sponsor, its successors and assigns and enure to the benefit of EOHLC and its successors and assigns for the term of the Agreement. Project Sponsor 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.

(c) The Resale Restrictions contained in each of the Deed Riders which are to encumber each of the Low- and Moderate-Income Units at the Project pursuant to the requirements of this Agreement shall also constitute 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. Such Resale Restrictions shall be for the benefit of both EOHLC and the Municipality and both EOHLC and the Municipality shall be deemed to be the holder of the affordable housing restriction created by the Resale Restrictions in each of the Deed Riders. EOHLC has determined that the acquiring of such affordable housing restriction is in the public interest. To the extent that the Municipality is the holder of the Resale Restrictions to be contained in each of the Deed Riders, the Director of EOHLC by the execution of this Agreement hereby approves such Resale Restrictions in each of the Deed Riders for the Low- and Moderate-Income Units of the Project as required by the provisions of G.L. c. 184, §32.

15. The Project Sponsor and the Municipality each agree to submit any information, documents, or certifications requested by EOHLC which EOHLC shall deem necessary or appropriate to evidence the continuing compliance of the Project Sponsor and the Municipality with the terms of this Agreement.

16. (a) The Project Sponsor and the Municipality each covenant and agree to give EOHLC written notice of any default, violation or breach of the obligations of the Project Sponsor 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 EOHLC becomes aware of a default, violation, or breach of obligations of the Project Sponsor or the Municipality hereunder without receiving a Default Notice from Project Sponsor 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 Project Sponsor 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 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(a), 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 SHI Eligible Housing for the purposes of the Act and shall be deleted from the Subsidized Housing Inventory. The foregoing sentence shall not apply to Low- and Moderate-Income Units that have been conveyed in compliance and remain in compliance with Section 3 of this Agreement.

17. The Project Sponsor 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.

18. EOHLC may delegate to the Municipality any of its oversight and enforcement responsibilities under this Agreement, with the agreement of the Municipality, by providing written notice of such delegation to the Project Sponsor and the Municipality.

~~[For comprehensive permit projects add:~~

19. (a) When executed by EOHLC, this Agreement shall constitute Final Approval of the Project as described in 760 CMR 56.04(7). EOHLC hereby reaffirms and incorporates by reference in this Agreement each of the findings with respect to project eligibility required by 760 CMR 56.04(1) made in the Site Eligibility Letter for the Project dated _____.]
~~TBD [If the Project Sponsor is a for-profit entity add: The Project Sponsor hereby explicitly acknowledges its obligation to comply with the cost examination requirements defined in 760 CMR 56.04(8).]~~

~~[If the Project Sponsor is a for-profit entity add:~~

~~(b) The Project Sponsor has provided financial surety in a form and in the amount required by the Guidelines to ensure completion of the cost examination to the satisfaction of the EOHLC and the distribution of excess funds as required at 760 CMR 56.04(8)(c). EOHLC will provide a copy of this Agreement to the Municipality's Board of Appeals as required by 760 CMR 56.04(7).]~~

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

PROJECT SPONSOR
HABITAT FOR HUMANITY OF CAPE COD, INC.

By: _____
Its: Wendy J. Cullinan, President

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, BARNSTABLE, ss.

On this _____ day of _____, 2023, before me, the undersigned notary public, personally appeared _____, Wendy J. Cullinan proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as _____ President of the _____ Habitat for Humanity of Cape Cod, Inc. [Project Sponsor], and acknowledged to me that he/she signed it voluntarily for its stated purpose.

DRAFT

Notary Public
My Commission Expires:

- Attachments: Exhibit A - Legal Property Description
Exhibit B - Prices & Location of Low- & Moderate-Income Units
Exhibit C - Form of Deed Rider

Consent forms signed by any and all mortgagees whose mortgages are recorded prior to this Regulatory Agreement must be attached to this Regulatory Agreement.

© EOHLIC When used in the Local Initiative Program, this form may not be modified without the written approval of the Executive Office of Housing and Livable Communities.

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

EXECUTIVE OFFICE OF HOUSING AND
LIVABLE COMMUNITIES

By: _____
Its:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK, ss.

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.

DRAFT

Notary Public
My Commission Expires:

- Attachments: Exhibit A - Legal Property Description
Exhibit B - Prices & Location of Low- & Moderate-Income Units
Exhibit C - Form of Deed Rider

Consent forms signed by any and all mortgagees whose mortgages are recorded prior to this Regulatory Agreement must be attached to this Regulatory Agreement.

© EOHLC When used in the Local Initiative Program, this form may not be modified without the written approval of the Executive Office of Housing and Livable Communities.

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

MUNICIPALITY
TOWN OF FALMOUTH

By: _____
Its: _____

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss.

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.

DRAFT RA

Notary Public
My Commission Expires:

- Attachments: Exhibit A - Legal Property Description
Exhibit B - Prices & Location of Low- & Moderate-Income Units
Exhibit C - Form of Deed Rider

Consent forms signed by any and all mortgagees whose mortgages are recorded prior to this Regulatory Agreement must be attached to this Regulatory Agreement.

© EOHLIC When used in the Local Initiative Program, this form may not be modified without the written approval of the Executive Office of Housing and Livable Communities.

**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]

By: _____
Its: _____

(If the Project has more than one mortgagee, add additional consent forms.)

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss.

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 B

Re: Benjamin Nyes Lane Community Housing
(Project name)

Falmouth
(City/Town)

Habitat for Humanity of Cape Cod, Inc.
(Developer)

Maximum Selling Prices, Initial Condominium Fees, and Percentage Interest Assigned to Low and Moderate Income Units

	<u>Sales Price</u>	<u>HOA Fee</u>
<u>One bedroom units</u>	<u>N/A</u>	<u>N/A</u>
<u>Two bedroom units at or below 60% AMI</u>	<u>\$174,400</u>	<u>\$TBD</u>
<u>Two bedroom units at or below 80% AMI</u>	<u>\$234,800</u>	
<u>Three bedroom units at or below 60% AMI</u>	<u>\$194,400</u>	<u>\$ TBD</u>
<u>Three bedroom units at or below 80% AMI</u>	<u>\$261,800</u>	<u>\$ TBD</u>
<u>Four bedroom unit at or below 60% AMI</u>	<u>\$210,700</u>	<u>\$TBD</u>
<u>Four bedroom unit at or below 80% AMI</u>	<u>\$283,400</u>	<u>\$TBD</u>

DRAFT RA

Location of Low- and Moderate-Income Units

The housing units which are Low- and Moderate-Income Units are those designated as lot/unit numbers _____ 1,2,3,4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14 on:

- ~~a plan of land entitled recorded with the Barnstable County Registry of Deeds in Book _____ Page _____.~~
- ~~floor plans recorded with the _____ Master Deed of the _____ recorded with the _____ Registry of Deeds in Book _____, Page _____.~~

DRAFT RA

EXHIBIT C

LOCAL INITIATIVE PROGRAM
AFFORDABLE HOUSING DEED RIDER

*For Projects in Which
Affordability Restrictions Survive Foreclosure*

This LOCAL INITIATIVE PROGRAM AFFORDABLE HOUSING DEED RIDER is made part of that certain deed (the "Deed") of certain property (the "Property") from _____ ("Grantor") to _____ ("Owner") dated _____, 20___. The Property is located in the city/town of _____ (the "Municipality").

RECITALS

WHEREAS, the Grantor is conveying that certain real property more particularly described in the Deed to the Owner at a consideration which is at or less than the fair market value of the Property; and

WHEREAS, the Property is part of a project which was: [check all that are applicable]

- (i) granted a Comprehensive Permit under Massachusetts General Laws Chapter 40B, Sections 20-23, from the Board of Appeals of the Municipality or the Housing Appeals Committee dated _____ and recorded/filed with the _____ Registry of Deeds/Registry District of Land Court (the "Registry") in Book _____, Page _____/Document No. _____ (the "Comprehensive Permit");

- (ii) subject to a Regulatory Agreement among _____ (the "Developer"), [] Massachusetts Housing Finance Agency ("MassHousing"), [X] the Massachusetts Executive Office of Housing and Livable Communities ("EOHLC"), as successor agency to the Department of Housing and Community Development, and duly organized and existing pursuant to Chapter 23B, as amended by Chapter 7 of the Acts of 2023, and [X] the Municipality; dated _____ and recorded/filed with the Registry in Book _____, Page _____/Document No. _____ (the "Regulatory Agreement"); and

- (iii) subsidized by the federal or state government under the Local Initiative Program, a program to assist construction of low- or moderate-income housing (the "Program"); and

WHEREAS, pursuant to the Program, eligible purchasers such as the Owner are given the opportunity to purchase residential property at or less than its fair market value if the purchaser

agrees to certain use and transfer restrictions, including an agreement to occupy the property as a principal residence and to convey the property for an amount not greater than a maximum resale price, all as more fully provided herein; and

WHEREAS, EOHLC and the city/town of _____ (singly, or if more than one entity is listed, collectively, the “Monitoring Agent”) is obligated by the Program or has been retained to monitor compliance with and to enforce the terms of this Deed Rider, and eligible purchasers such as the Owner may be required to pay to the Monitoring Agent, or its successor, a small percentage of the resale price upon the Owner’s conveyance of the Property, as set out in the Regulatory Agreement and as more fully provided herein; and

WHEREAS, the rights and restrictions granted herein to the Monitoring Agent serve the public’s interest in the creation and retention of affordable housing for persons and households of low- and moderate-income and in the restricting of the resale price of property in order to assure its affordability by future low- and moderate-income purchasers.

NOW, THEREFORE, as further consideration for the conveyance of the Property at or less than fair market value, the Grantor and the Owner, including his/her/their heirs, successors and assigns, hereby agree that the Property shall be subject to the following rights and restrictions which are imposed for the benefit of, and shall be enforceable by, the Municipality and the Monitoring Agent, and, if EOHLC is a party to the Regulatory Agreement and is not the Monitoring Agent, by EOHLC.

1. Definitions. In this Deed Rider, in addition to the terms defined above, the following words and phrases shall have the following meanings:

Affordable Housing Fund means a fund established by the Municipality for the purpose of reducing the cost of housing for Eligible Purchasers or for the purpose of encouraging, creating, or subsidizing the construction or rehabilitation of housing for Eligible Purchasers or, if no such fund exists, a fund established by the Municipality pursuant to Massachusetts General Laws Chapter 44 Section 53A, et seq.

Applicable Foreclosure Price shall have the meaning set forth in Section 7(b) hereof.

Appropriate Size Household means a household containing a number of members equal to the number of bedrooms in the Property plus one.

Approved Capital Improvements means the documented commercially reasonable cost of extraordinary capital improvements made to the Property by the Owner; provided that the Monitoring Agent shall have given written authorization for incurring such cost prior to the cost being incurred and that the original cost of such improvements shall be discounted over the course of their useful life.

Area means the Primary Metropolitan Statistical Area or non-metropolitan area that includes the Municipality, as determined by HUD, which in this case is the _____ MSA/HMFA.

Area Median Income means the most recently published median income for the Area adjusted for household size as determined by HUD. If HUD discontinues publication of Area Median Income, the income statistics used by MassHousing for its low- and moderate-income housing programs shall apply.

Base Income Number means the Area Median Income for a four (4)-person household. Currently, the AMI for the _____ MSA/HMFA is \$_____.

Chief Executive Officer shall mean the mayor in a city or 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.

Closing shall have the meaning set forth in Section 5(b) hereof.

Compliance Certificate shall have the meaning set forth in Section 6(a) hereof.

Conveyance Notice shall have the meaning set forth in Section 4(a) hereof.

Eligible Purchaser means an individual or household earning no more than eighty percent (80%) of Area Median Income (or, if checked [] _____ percent (___%) of Area Median Income, as required by the Program) and owning assets not in excess of the limit set forth in the Program Guidelines. To be considered an Eligible Purchaser, the individual or household must intend to occupy and thereafter must occupy the Property as his, her or their principal residence and must provide to the Monitoring Agent such certifications as to income, assets and residency as the Monitoring Agent may require to determine eligibility as an Eligible Purchaser. An Eligible Purchaser shall be a First-Time Homebuyer if required by the Program and as specified in the Regulatory Agreement.

First-Time Homebuyer means an individual or household, of which no household member has had an ownership interest in a principal residence at any time during the three (3)-year period prior to the date of qualification as an Eligible Purchaser, except that (i) any individual who is a displaced homemaker (as may be defined by EOHLC) (ii) and any individual age 55 or over (applying for age 55 or over housing) shall not be excluded from consideration as a First-Time Homebuyer under this definition on the basis that the individual, owned a home or had an ownership interest in a principal residence at any time during the three (3)-year period.

Foreclosure Notice shall have the meaning set forth in Section 7(a) hereof.

HUD means the United States Department of Housing and Urban Development.

Ineligible Purchaser means an individual or household not meeting the requirements to be eligible as an Eligible Purchaser.

Maximum Resale Price means the sum of (i) the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, plus (ii) the Resale Fee and any necessary marketing expenses (including broker's fees) as may have been approved by the Monitoring Agent, plus

(iii) Approved Capital Improvements, if any (the original cost of which shall have been discounted over time, as calculated by the Monitoring Agent); provided that in no event shall the Maximum Resale Price be greater than the purchase price for which a credit-worthy Eligible Purchaser earning seventy percent (70%) of the Area Median Income (or, if checked [] _____ percent (___%) of Area Median Income, as required by the Program) of Area Median Income, as required by the Program) for an Appropriate Size Household could obtain mortgage financing (as such purchase price is determined by the Monitoring Agent using the same methodology then used by EOHLC for its Local Initiative Program or similar comprehensive permit program); and further provided that the Maximum Resale Price shall not be less than the purchase price paid for the Property by the Owner unless the Owner agrees to accept a lesser price.

Monitoring Services Agreement means any Monitoring Services Agreement for monitoring and enforcement of this Deed Rider among some or all of the Developer, the Monitoring Agent, the Municipality, MassHousing and EOHLC.

Mortgage Satisfaction Amount shall have the meaning set forth in Section 7(b) hereof.

Mortgagee shall have the meaning set forth in Section 7(a) hereof.

Program Guidelines means the regulations and/or guidelines issued for the applicable Program and controlling its operations, as amended from time to time.

Resale Fee means a fee of **Two Percent (2%)** of the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, to be paid to the Monitoring Agent as compensation for monitoring and enforcing compliance with the terms of this Deed Rider, including the supervision of the resale process.

Resale Price Certificate means the certificate issued as may be specified in the Regulatory Agreement and recorded with the first deed of the Property from the Developer, or the subsequent certificate (if any) issued as may be specified in the Regulatory Agreement, which sets forth the Resale Price Multiplier to be applied on the Owner's sale of the Property, as provided herein, for so long as the restrictions set forth herein continue. In the absence of contrary specification in the Regulatory Agreement the Monitoring Agent shall issue the certificate.

Resale Price Multiplier means the number calculated by dividing the Property's initial sale price by the Base Income Number at the time of the initial sale from the Developer to the first Eligible Purchaser. The Resale Price Multiplier will be multiplied by the Base Income Number at the time of the Owner's resale of the Property to determine the Maximum Resale Price on such conveyance subject to adjustment for the Resale Fee, marketing expenses and Approved Capital Improvements. In the event that the purchase price paid for the Property by the Owner includes such an adjustment a new Resale Price Multiplier will be recalculated by the Monitoring Agent by dividing the purchase price so paid by the Base Income Number at the time of such purchase, and a new Resale Price Certificate will be issued and recorded reflecting the new Resale Price Multiplier. A Resale Price Multiplier of _____ is hereby assigned to the Property.

Term means in perpetuity, unless earlier terminated by (i) the termination of the term of affordability set forth in the Regulatory Agreement or Comprehensive Permit, whichever is longer; or (ii) the recording of a Compliance Certificate and a new Deed Rider executed by the purchaser in form and substance substantially identical to this Deed Rider establishing a new term.

2. Owner-Occupancy/Principal Residence. The Property shall be occupied and used by the Owner's household exclusively as his, her or their principal residence. Any use of the Property or activity thereon which is inconsistent with such exclusive residential use is expressly prohibited.

3. Restrictions Against Leasing, Refinancing and Junior Encumbrances. The Property shall not be leased, rented, refinanced, encumbered (voluntarily or otherwise) or mortgaged without the prior written consent of the Monitoring Agent; provided that this provision shall not apply to a first mortgage granted on the date hereof in connection with this conveyance from Grantor to Owner securing indebtedness not greater than one hundred percent (100%) of the purchase price. Any rents, profits, or proceeds from any transaction described in the preceding sentence which transaction has not received the requisite written consent of the Monitoring Agent shall be paid upon demand by Owner to the Municipality for deposit to its Affordable Housing Fund. The Monitoring Agent or Municipality may institute proceedings to recover such rents, profits or proceeds, and costs of collection, including attorneys' fees. Upon recovery, after payment of costs, the balance shall be paid to the Municipality for deposit to its Affordable Housing Fund. In the event that the Monitoring Agent consents for good cause to any such lease, refinancing, encumbrance or mortgage, it shall be a condition to such consent that all rents, profits or proceeds from such transaction, which exceed the actual carrying costs of the Property as determined by the Monitoring Agent, shall be paid to the Municipality for deposit to its Affordable Housing Fund.

4. Options to Purchase.

(a) When the Owner or any successor in title to the Owner shall desire to sell, dispose of or otherwise convey the Property, or any portion thereof, the Owner shall notify the Monitoring Agent and the Municipality in writing of the Owner's intention to so convey the Property (the "Conveyance Notice"). Upon receipt of the Conveyance Notice, the Monitoring Agent shall (i) calculate the Maximum Resale Price which the Owner may receive on the sale of the Property based upon the Base Income Number in effect as of the date of the Conveyance Notice and the Resale Price Multiplier set forth in the most recently recorded Resale Price Certificate together with permissible adjustments for the Resale Fee, marketing expenses and Approved Capital Improvements (as discounted), and (ii) promptly begin marketing efforts. The Owner shall fully cooperate with the Monitoring Agent's efforts to locate an Eligible Purchaser and, if so requested by the Monitoring Agent, shall hire a broker selected by the Monitoring Agent to assist in locating an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price after entering a purchase and sale agreement. Pursuant to such agreement, sale to the Eligible Purchaser at the Maximum Resale Price shall occur within ninety (90) days after the Monitoring Agent receives the Conveyance Notice or such further time as reasonably requested to arrange for details of closing. If the Owner fails to cooperate in such resale efforts, including a

failure to agree to reasonable terms in the purchase and sale agreement, the Monitoring Agent may extend the 90-day period for a period commensurate with the time the lack of cooperation continues, as determined by the Monitoring Agent in its reasonable discretion. In such event, the Monitoring Agent shall give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period.

(b) The Monitoring Agent shall ensure that diligent marketing efforts are made to locate an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price within the time period provided in subsection (a) above and to enter the requisite purchase and sale agreement. If more than one Eligible Purchaser is located, the Monitoring Agent shall conduct a lottery or other like procedure to determine which Eligible Purchaser shall be entitled to enter a purchase and sale agreement with Owner and to purchase the Property. Preference shall be given to Appropriate Size Households. The procedure for marketing and selecting an Eligible Purchaser shall be approved as provided in the Regulatory Agreement and any applicable Program Guidelines. If an Eligible Purchaser is located within ninety (90) days after receipt of the Conveyance Notice, but such Eligible Purchaser proves unable to secure mortgage financing so as to be able to complete the purchase of the Property pursuant to the purchase and sale agreement, following written notice to Owner within the 90-day period the Monitoring Agent shall have an additional sixty (60) days to locate another Eligible Purchaser who will enter a purchase and sale agreement and purchase the Property by the end of such sixty (60)-day period or such further time as reasonably requested to carry out the purchase and sale agreement.

(c) In lieu of sale to an Eligible Purchaser, the Monitoring Agent or the Municipality or designee shall also have the right to purchase the Property at the Maximum Resale Price, in which event the purchase and sale agreement shall be entered, and the purchase shall occur within ninety (90) days after receipt of the Conveyance Notice or, within the additional sixty (60)-day period specified in subsection (b) above, or such further time as reasonably requested to carry out the purchase and sale agreement. Any lack of cooperation by Owner in measures reasonably necessary to effect the sale shall extend the 90-day period by the length of the delay caused by such lack of cooperation. The Monitoring Agent shall promptly give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period. In the event of such a sale to the Monitoring Agent or Municipality or designee, the Property shall remain subject to this Deed Rider and shall thereafter be sold or rented to an Eligible Purchaser as may be more particularly set forth in the Regulatory Agreement.

(d) If an Eligible Purchaser fails to purchase the Property within the 90-day period (or such further time determined as provided herein) after receipt of the Conveyance Notice, and the Monitoring Agent or Municipality or designee does not purchase the Property during said period, then the Owner may convey the Property to an Ineligible Purchaser no earlier than thirty (30) days after the end of said period at the Maximum Resale Price, but subject to all rights and restrictions contained herein; provided that the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider which the Owner agrees to execute, to secure execution by the Ineligible Purchaser and to record with the Deed; and further provided that, if more than one Ineligible Purchaser is ready, willing and able to purchase the Property the Owner

will give preference and enter a purchase and sale agreement with any individuals or households identified by the Monitoring Agent as an Appropriate Size Household earning more than eighty percent (80%) but less than one hundred twenty percent (120%) of the Area Median Income.

(e) The priority for exercising the options to purchase contained in this Section 4 shall be as follows: (i) an Eligible Purchaser located and selected by the Monitoring Agent, as provided in subsection (b) above, (ii) the Municipality or its designee, as provided in subsection (c) above, and (iii) an Ineligible Purchaser, as provided in subsection (d) above.

(f) Nothing in this Deed Rider or the Regulatory Agreement constitutes a promise, commitment or guarantee by EOHLC, MassHousing, the Municipality or the Monitoring Agent that upon resale the Owner shall actually receive the Maximum Resale Price for the Property or any other price for the Property.

(g) The holder of a mortgage on the Property is not obligated to forbear from exercising the rights and remedies under its mortgage, at law or in equity, after delivery of the Conveyance Notice.

5. Delivery of Deed.

(a) In connection with any conveyance pursuant to an option to purchase as set forth in Section 4 above, the Property shall be conveyed by the Owner to the selected purchaser by a good and sufficient quitclaim deed conveying a good and clear record and marketable title to the Property free from all encumbrances except (i) such taxes for the then current year as are not due and payable on the date of delivery of the deed, (ii) any lien for municipal betterments assessed after the date of the Conveyance Notice, (iii) provisions of local building and zoning laws, (iv) all easements, restrictions, covenants and agreements of record specified in the deed from the Owner to the selected purchaser, (v) such additional easements, restrictions, covenants and agreements of record as the selected purchaser consents to, such consent not to be unreasonably withheld or delayed, (vi) the Regulatory Agreement, and (vii), except as otherwise provided in the Compliance Certificate, a Deed Rider identical in form and substance to this Deed Rider which the Owner hereby agrees to execute, to secure execution by the selected purchaser, and to record with the deed. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the selected purchaser or the enforceability of the restrictions herein.

(b) Said deed, including the approved Deed Rider, shall be delivered and the purchase price paid (the "Closing") at the Registry, or at the option of the selected purchaser, exercised by written notice to the Owner at least five (5) days prior to the delivery of the deed, at such other place as the selected purchaser may designate in said notice. The Closing shall occur at such time and on such date as shall be specified in a written notice from the selected purchaser to the Owner, which date shall be at least five (5) days after the date on which such notice is given, and no later than the end of the time period specified in Section 4(a) above.

(c) To enable Owner to make conveyance as herein provided, Owner may, if Owner so desires at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, all instruments with respect thereto to be recorded simultaneously with the delivery of said deed. Nothing contained herein as to the Owner's obligation to remove defects in title or to make conveyance or to deliver possession of the Property in accordance with the terms hereof, as to use of proceeds to clear title or as to the election of the selected purchaser to take title, nor anything else in this Deed Rider shall be deemed to waive, impair or otherwise affect the priority of the rights herein over matters appearing of record, or occurring, at any time after the recording of this Deed Rider, all such matters so appearing or occurring being subject and subordinate in all events to the rights herein.

(d) Water and sewer charges and taxes for the then current tax period shall be apportioned and fuel value shall be adjusted as of the date of Closing and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the selected purchaser.

(e) Full possession of the Property free from all occupants is to be delivered at the time of the Closing, the Property to be then in the same condition as it is in on the date of the execution of the purchase and sale agreement, reasonable wear and tear only excepted.

(f) If Owner shall be unable to give title or to make conveyance as above required, or if any change of condition in the Property not included in the above exception shall occur, then Owner shall be given a reasonable time not to exceed thirty (30) days after the date on which the Closing was to have occurred in which to remove any defect in title or to restore the Property to the condition herein required. The Owner shall use best efforts to remove any such defects in the title, whether voluntary or involuntary, and to restore the Property to the extent permitted by insurance proceeds or condemnation award. The Closing shall occur fifteen (15) days after notice by Owner that such defect has been cured or that the Property has been so restored. The selected purchaser shall have the election, at either the original or any extended time for performance, to accept such title as the Owner can deliver to the Property in its then condition and to pay therefor the purchase price without deduction, in which case the Owner shall convey such title, except that in the event of such conveyance in accordance with the provisions of this clause, if the Property shall have been damaged by fire or casualty insured against or if a portion of the Property shall have been taken by a public authority, then the Owner shall, unless the Owner has previously restored the Property to its former condition, either:

- (A) pay over or assign to the selected purchaser, on delivery of the deed, all amounts recovered or recoverable on account of such insurance or condemnation award less any amounts reasonably expended by the Owner for any partial restoration, or
- (B) if a holder of a mortgage on the Property shall not permit the insurance proceeds or the condemnation award or part thereof to be used to restore the Property to its former condition or to be so paid over or assigned, give to the selected purchaser a credit against the purchase price, on delivery of the

deed, equal to said amounts so retained by the holder of the said mortgage less any amounts reasonably expended by the Owner for any partial restoration.

6. Resale and Transfer Restrictions.

(a) Except as otherwise provided herein, the Property or any interest therein shall not at any time be sold by the Owner, or the Owner's successors and assigns, and no attempted sale shall be valid, unless the aggregate value of all consideration and payments of every kind given or paid by the selected purchaser of the Property for and in connection with the transfer of such Property, is equal to or less than the Maximum Resale Price for the Property, and unless a certificate (the "Compliance Certificate") is obtained and recorded, signed and acknowledged by the Monitoring Agent which Compliance Certificate refers to the Property, the Owner, the selected purchaser thereof, and the Maximum Resale Price therefor, and states that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider, and unless there is also recorded a new Deed Rider executed by the selected purchaser, which new Deed Rider is identical in form and substance to this Deed Rider.

(b) The Owner, any good faith purchaser of the Property, any lender or other party taking a security interest in such Property and any other third party may rely upon a Compliance Certificate as conclusive evidence that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider, and may record such Compliance Certificate in connection with the conveyance of the Property.

(c) Within ten (10) days of the closing of the conveyance of the Property from the Owner to the selected purchaser, the Owner shall deliver to the Monitoring Agent a copy of the Deed of the Property, including the deed rider, together with recording information. Failure of the Owner, or Owner's successors or assigns to comply with the preceding sentence shall not affect the validity of such conveyance or the enforceability of the restrictions herein.

7. Survival of Restrictions Upon Exercise of Remedies by Mortgagees.

(a) The holder of record of any mortgage on the Property (each, a "Mortgagee") shall notify the Monitoring Agent, the Municipality and any senior Mortgagee(s) in the event of any default for which the Mortgagee intends to commence foreclosure proceedings or similar remedial action pursuant to its mortgage (the "Foreclosure Notice"), which notice shall be sent to the Monitoring Agent and the Municipality as set forth in this Deed Rider, and to the senior Mortgagee(s) as set forth in such senior Mortgagee's mortgage, not less than one hundred twenty (120) days prior to the foreclosure sale or the acceptance of a deed in lieu of foreclosure. The Owner expressly agrees to the delivery of the Foreclosure Notice and any other communications and disclosures made by the Mortgagee pursuant to this Deed Rider.

(b) The Owner grants to the Municipality or its designee the right and option to purchase the Property upon receipt by the Municipality of the Foreclosure Notice. In the event that the Municipality intends to exercise its option, the Municipality or its designee shall purchase the Property within one hundred twenty (120) days of receipt of such notice, at a price equal to the greater of (i) the sum of the outstanding principal balance of the note secured by such foreclosing Mortgagee's mortgage, together with the outstanding principal balance(s) of any note(s) secured by mortgage(s) senior in priority to such mortgage (but in no event shall the aggregate amount thereof be greater than one hundred percent (100%) of the Maximum Resale Price calculated at the time of the granting of the mortgage) plus all future advances, accrued interest and all reasonable costs and expenses which the foreclosing Mortgagee and any senior Mortgagee(s) are entitled to recover pursuant to the terms of such mortgages (the "Mortgage Satisfaction Amount"), and (ii) the Maximum Resale Price (which for this purpose may be less than the purchase price paid for the Property by the Owner) (the greater of (i) and (ii) above herein referred to as the "Applicable Foreclosure Price"). The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over such foreclosing Mortgagee's mortgage, and further subject to a Deed Rider identical in form and substance to this Deed Rider which the Owner hereby agrees to execute, to secure execution by the Municipality or its designee, and to record with the deed, except that (i) during the term of ownership of the Property by the Municipality or its designee the owner-occupancy requirements of Section 2 hereof shall not apply (unless the designee is an Eligible Purchaser), and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by the Municipality or its designee, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the Municipality or its designee or the enforceability of the restrictions herein.

(c) Not earlier than one hundred twenty (120) days following the delivery of the Foreclosure Notice to the Monitoring Agent, the Municipality and any senior Mortgagee(s) pursuant to subsection (a) above, the foreclosing Mortgagee may conduct the foreclosure sale or accept a deed in lieu of foreclosure. The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over the foreclosing Mortgagee's mortgage, and further subject to a Deed Rider, as set forth below.

(d) In the event that the foreclosing Mortgagee conducts a foreclosure sale or other proceeding enforcing its rights under its mortgage and the Property is sold for a price in

excess of the greater of the Maximum Resale Price and the Mortgage Satisfaction Amount, such excess shall be paid to the Municipality for its Affordable Housing Fund after (i) a final judicial determination, or (ii) a written agreement of all parties who, as of such date hold (or have been duly authorized to act for other parties who hold) a record interest in the Property, that the Municipality is entitled to such excess. The legal costs of obtaining any such judicial determination or agreement shall be deducted from the excess prior to payment to the Municipality. To the extent that the Owner possesses any interest in any amount which would otherwise be payable to the Municipality under this paragraph, to the fullest extent permissible by law, the Owner hereby assigns its interest in such amount to the Mortgagee for payment to the Municipality.

(e) If any Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, which shall include the Federal National Mortgage Association (“Fannie Mae”) when it is assignee of the Mortgagee’s rights after such foreclosure or conveyance, then the rights and restrictions contained herein shall apply to such Mortgagee upon such acquisition of the Property and to any purchaser of the Property from such Mortgagee, and the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider, which the Mortgagee that has so acquired the Property agrees to annex to the deed and to record with the deed, except that (i) during the term of ownership of the Property by such Mortgagee the owner-occupancy requirements of Section 2 hereof shall not apply, (ii) the title covenants required under Section 5 shall not apply only as to a subsequent REO conveyance by Fannie Mae, and (iii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such Mortgagee at the foreclosure sale, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance to the Mortgagee or the enforceability of the restrictions herein.

(f) If any party other than a Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider, which the foreclosing Mortgagee agrees to annex to the deed and to record with the deed, except that (i) if the purchaser at such foreclosure sale or assignee of a deed in lieu of foreclosure is an Ineligible Purchaser, then during the term of ownership of the Property by such Ineligible Purchaser, the owner-occupancy requirements of Section 2 hereof shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such third party purchaser at the foreclosure sale, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance to such third party purchaser or the enforceability of the restrictions herein.

(g) Upon satisfaction of the requirements contained in this Section 7, the Monitoring Agent shall issue a Compliance Certificate to the foreclosing Mortgagee which, upon recording in the Registry, may be relied upon as provided in Section 6(b) hereof as conclusive evidence that the conveyance of the Property pursuant to this Section 7 is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider.

(h) The Owner understands and agrees that nothing in this Deed Rider or the Regulatory Agreement (i) in any way constitutes a promise or guarantee by MassHousing, EOHLC, the Municipality or the Monitoring Agent that the Mortgagee shall actually receive the Mortgage Satisfaction Amount, the Maximum Resale Price for the Property or any other price for the Property, or (ii) impairs the rights and remedies of the Mortgagee in the event of a deficiency.

(i) If a Foreclosure Notice is delivered after the delivery of a Conveyance Notice as provided in Section 4(a) hereof, the procedures set forth in this Section 7 shall supersede the provisions of Section 4 hereof.

8. Covenants to Run With the Property.

(a) This Deed Rider, including all restrictions, rights and covenants contained herein, is an affordable housing restriction as that term is defined in Section 31 of Chapter 184 of the Massachusetts General Laws, having the benefit of Section 32 of such Chapter 184, and is enforceable as such. This Deed Rider has been approved by the Undersecretary of EOHLC.

(b) In confirmation thereof the Grantor and the Owner intend, declare and covenant (i) that this Deed Rider, including all restrictions, rights and covenants contained herein, shall be and are covenants running with the land, encumbering the Property for the Term, and are binding upon the Owner and the Owner's successors in title and assigns, (ii) are not merely personal covenants of the Owner, and (iii) shall inure to the benefit of and be enforceable by the Municipality, the Monitoring Agent and EOHLC and their successors and assigns, for the Term. Owner hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts have been satisfied in order for the provisions of this Deed Rider to constitute restrictions and covenants running with the land and that any requirements of privity of estate have been satisfied in full.

9. Notice. Any notices, demands or requests that may be given under this Deed Rider shall be sufficiently served if given in writing and delivered by hand or mailed by certified or registered mail, postage prepaid, return receipt requested, to the following entities and parties in interest at the addresses set forth below, or such other addresses as may be specified by any party (or its successor) by such notice.

Municipality:

Grantor:

Owner:

Monitoring Agent(s): (1) Director, Local Initiative Program
EOHLC
100 Cambridge Street
Boston, MA 02114

(2)

Any such notice, demand or request shall be deemed to have been given on the day it is hand delivered or mailed.

10. Further Assurances. The Owner agrees from time to time, as may be reasonably required by the Monitoring Agent, to furnish the Monitoring Agent upon its request with a written statement, signed and, if requested, acknowledged, setting forth the condition and occupancy of the Property, information concerning the resale of the Property and other material information pertaining to the Property and the Owner's conformance with the requirements of the Comprehensive Permit, Program and Program Guidelines, as applicable.

11. Enforcement.

(a) The rights hereby granted shall include the right of the Municipality and the Monitoring Agent to enforce this Deed Rider independently by appropriate legal proceedings and to obtain injunctive and other appropriate relief on account of any violations including without limitation relief requiring restoration of the Property to the condition, affordability or occupancy which existed prior to the violation impacting such condition, affordability or occupancy (it being agreed that there shall be no adequate remedy at law for such violation), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Municipality and the Monitoring Agent.

(b) Without limitation of any other rights or remedies of the Municipality and the Monitoring Agent, or their successors and assigns, in the event of any sale, conveyance or other transfer or occupancy of the Property in violation of the provisions of this Deed Rider, the Municipality and Monitoring Agent shall be entitled to the following remedies, which shall be cumulative and not mutually exclusive:

- (i) specific performance of the provisions of this Deed Rider;
- (ii) money damages for charges in excess of the Maximum Resale Price, if applicable;
- (iii) if the violation is a sale of the Property to an Ineligible Purchaser except as permitted herein, the Monitoring Agent and the Municipality shall have the

option to locate an Eligible Purchaser to purchase or itself purchase the Property from the Ineligible Purchaser on the terms and conditions provided herein; the purchase price shall be a price which complies with the provisions of this Deed Rider; specific performance of the requirement that an Ineligible Purchaser shall sell, as herein provided, may be judicially ordered.

- (iv) the right to void any contract for sale or any sale, conveyance or other transfer of the Property in violation of the provisions of this Deed Rider in the absence of a Compliance Certificate, by an action in equity to enforce this Deed Rider; and
- (v) money damages for the cost of creating or obtaining a comparable dwelling unit for an Eligible Purchaser.

(c) In addition to the foregoing, the Owner hereby agrees and shall be obligated to pay all fees and expenses (including legal fees) of the Monitoring Agent and/or the Municipality in the event successful enforcement action is taken against the Owner or Owner's successors or assigns. The Owner hereby grants to the Monitoring Agent and the Municipality a lien on the Property, junior to the lien of any institutional holder of a first mortgage on the Property, to secure payment of such fees and expenses in any successful enforcement action. The Monitoring Agent and the Municipality shall be entitled to seek recovery of fees and expenses incurred in a successful enforcement action of this Deed Rider against the Owner and to assert such a lien on the Property to secure payment by the Owner of such fees and expenses. Notwithstanding anything herein to the contrary, in the event that the Monitoring Agent and/or Municipality fails to enforce this Deed Rider as provided in this Section, EOHL, if it is not named as Monitoring Agent, shall have the same rights and standing to enforce this Deed Rider as the Municipality and Monitoring Agent.

(d) The Owner for himself, herself or themselves and his, her or their successors and assigns, hereby grants to the Monitoring Agent and the Municipality the right to take all actions with respect to the Property which the Monitoring Agent or Municipality may determine to be necessary or appropriate pursuant to applicable law, court order, or the consent of the Owner to prevent, remedy or abate any violation of this Deed Rider.

12. Monitoring Agent Services; Fees. The Monitoring Agent shall monitor compliance of the Project and enforce the requirements of this Deed Rider. As partial compensation for providing these services, a Resale Fee [] shall [] shall not be payable to the Monitoring Agent on the sale of the Property to an Eligible Purchaser or any other purchaser in accordance with the terms of this Deed Rider. This fee, if imposed, shall be paid by the Owner herein as a closing cost at the time of Closing, and payment of the fee to the Monitoring Agent shall be a condition to delivery and recording of its certificate, failing which the Monitoring Agent shall have a claim against the new purchaser, his, her or their successors or assigns, for which the Monitoring Agent may bring an action and may seek an attachment against the Property.

13. Actions by Municipality. Any action required or allowed to be taken by the Municipality hereunder shall be taken by the Municipality's Chief Executive Officer or designee.

14. Severability. If any provisions hereof or the application thereof to any person or circumstance are judicially determined, to any extent, to be invalid or unenforceable, the remainder hereof, or the application of such provision to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

15. Independent Counsel. THE OWNER ACKNOWLEDGES THAT HE, SHE, OR THEY HAVE READ THIS DOCUMENT IN ITS ENTIRETY AND HAS HAD THE OPPORTUNITY TO CONSULT LEGAL AND FINANCIAL ADVISORS OF HIS, HER OR THEIR CHOOSING REGARDING THE EXECUTION, DELIVERY AND PERFORMANCE OF THE OBLIGATIONS HEREUNDER.

16. Binding Agreement. This Deed Rider shall bind and inure to the benefit of the persons, entities and parties named herein and their successors or assigns as are permitted by this Deed Rider.

17. Amendment. This Deed Rider may not be rescinded, modified or amended, in whole or in part, without the written consent of the Monitoring Agent, the Municipality and the holder of any mortgage or other security instrument encumbering all or any portion of the Property, which written consent shall be recorded with the Registry.

Executed as a sealed instrument this _____ day of _____, 20__.

Grantor: _____ Owner: _____

By: _____ By: _____
Its: _____

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____ of _____, proved to me through satisfactory evidence of identification, which was my personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose, as _____ of _____, and as the voluntary act of _____.

Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was [*check one*]: [] a current driver's license, [] a current U.S. passport, [] my personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My commission expires:

ATTACHMENT 13

- 1. Neighbor Mailing & Certified List**
- 2. Phase 1 Environmental Site Summary**
- 3. Habitat Planting Strategy**

1. Neighbor Mailing & Certified List



Habitat for Humanity of Cape Cod, Inc.

411 Main Street Suite 6 • Yarmouth Port, MA 02675 • 508-362-3559 x 24
www.habitatcapecod.org

September 27, 2024

Dear Neighbor of 48 Benjamin Nyes Lane:

As you may have already heard, Habitat for Humanity of Cape Cod (HHCC) has an agreement to purchase a 7.5-acre parcel of land at 48 Benjamin Nyes Lane. HHCC is collaborating with Falmouth's The 300 Committee Land Trust, Inc (T3C) to maximize the use of the property for long term public benefit, conserving 48+/- acres of land, ensuring future public access, and constructing much needed community housing. HHCC plans to permit a 14-home development under Massachusetts General Law, Chapter 40B, through a friendly 40B/LIP (Local Initiative Project) process.

As HHCC prepares to enter the permitting phase for the development, we are reaching out to our neighbors to share details of our plans, and to provide an opportunity for review, input, and discussion. In coordination with the 300 Committee Land Trust, we will be offering both in-person and virtual presentations of our plans: **In Person:** Wednesday, October 9th from 5:30 to 7 p.m. at the North Falmouth Elementary School at 62 Old Main Street, North Falmouth. Please come at 5:30 for light refreshments and an opportunity to review materials. An official presentation will begin at 6 and be followed by a time for questions and answers. **Virtual:** Tuesday, October 15th from 11:00 a.m. to Noon. Please email Elizabeth Saito at esaito@300committee.org for the Zoom link.

A little bit about our community homes and buildings: HHCC homes are sold affordably to our income qualified buyers. The homes are deed restricted and affordable in perpetuity. In our model our selected purchaser-families partner with Habitat and typically devote many hours building their homes alongside community volunteers. Habitat works closely with our buyers, not just through a rigorous application process, but throughout construction, providing significant homebuyer education including preparation for closing, budget counseling, and workshops in caring for their home and landscaping. This time-proven process promotes homeowners who are well educated in building and maintenance.

Habitat strives to make our homes welcome in a neighborhood and to be good neighbors. Habitat works to create a collaborative spirit where a whole community can find a way to be actively involved in helping to address the affordable housing crisis.

We look forward to a successful community build at Benjamin Nyes Lane. And we will keep our neighbors involved and up to date on our plans. In addition to these upcoming meetings, you will also receive official notification to the formal public Zoning Board of Appeal (ZBA) permitting process projected to begin late this winter, or early next spring, and be invited to attend and/or provide comment.

Please call or e-mail if you have any questions or comments. If you cannot attend either of these offered meetings, I can make myself available to discuss the project by phone or in person.

Respectfully,

Elizabeth (Beth) Hardy Wade
Director Land Acquisition and Project Development

RECEIVED

SEP 16 2024

FALMOUTH BOARD OF ASSESSORS



Town of Falmouth Assessing Department

59 Town Hall Square, Falmouth MA 02540

Telephone: 508-495-7380

Fax: 508-495-7384

REQUEST OF CERTIFIED ABUTTERS LIST

Name of person requesting abutters list: Elizabeth (Beth) H. Wade for HHCC
Address of person requesting abutters list: 411 Main Street (Rte. 6A), Suite 411
Yarmouth Port, MA 02675
Phone: 508-362-3559 x24

Abutters to (subject property): Map 05 Section 02 Parcel 002 Lot: 004
Lot size of subject property: 55.7 acres
Location of subject property: 48 Benjamin Nyes Lane

Check one:

- ___ Direct abutters (includes properties across street)
- ___ Direct abutters in local Historic District (includes properties across the street) within 100'
- ___ Immediate abutters (includes only properties with a common property line)
- ___ Immediate abutters plus churches and schools within 500'
- Properties within 300'
- ___ Properties within 300' or abutters abutter to abutter whichever is closest
- ___ Properties within 100'
- ___ Other (specify) _____

Fee. \$25.00 Total \$25.00 #16181 MW

EMAIL: land@habitatcapecod.org

Thank you!
BHW

48 BENJAMIN NYES LN

CERTIFIED



Bruce Cabral
Assistant Assessor
Town of Falmouth, MA
September 20, 2024

Town of Falmouth, MA Abutters Report

300ft. Abutters of Property 05 02 022 004
at 48 BENJAMIN NYES LN

Please be aware that the abutters list reflects mailing address for the real estate tax bills as requested by the property owners. Mortgage companies, banks and other financial institutions may be receiving the notification and not the homeowner as required. Please be sure you are complying with notification requirements. Property data updated 09/04/2024.

Property ID	Address	Owner 1	Owner 2	Owner Address	Owner City/State/Zip
05 01 013 000	0 SILVER BEACH AVE	CARROLL TEAL DAYLE		433 SHOREWOOD DR	E FALMOUTH, MA 02536-6828
05 01 013 112	0 QUAKER RD	CARROLL TEAL DAYLE		433 SHOREWOOD DR	E FALMOUTH, MA 02536-6828
05 01 013 113	620 QUAKER RD	LLOYD CYNTHIA M		PO BOX 1759	NORTH FALMOUTH, MA 02556-1759
05 01 013 114	616 QUAKER RD	FRIDBERG MIKHAIL	FRIDBERG MARIANNA	15 LYNDON RD	SHARON, MA 02067
05 01 026 024	18 CRYSTAL SPRING AVE	SNYDER TRUSTEE JONATHAN LEE	JONATHAN L SNYDER LIVING TRUST	18 CRYSTAL SPRING AVE	N FALMOUTH, MA 02556
05 01 028 108	12 CRYSTAL SPRING AVE	TARR JOHN	TARR CAROLYN	12 CRYSTAL SPRING AVE	NORTH FALMOUTH, MA 02556-2601
05 01 029 109	8 CRYSTAL SPRING AVE	HART KAREN M		8 CRYSTAL SPRING AVE	N FALMOUTH, MA 02556-2601
05 01 030 110	4 CRYSTAL SPRING AVE	DOWNEY III TRUSTEE JOHN F	DOWNEY TRUSTEE JESSICA	55 KENNETH ST	WEST ROXBURY, MA 02132
05 01 031 111	2 CRYSTAL SPRING AVE	ROONEY JAMES F	ROONEY LORI E	12 CHIPMAN LN	STOUGHTON, MA 02072
05 01 032 027	1 CRYSTAL SPRING AVE	OCONNOR PAUL W	OCONNOR SANDRA L	PO BOX 195	NORTH FALMOUTH, MA 02556
05 01 033 028	0 CRYSTAL SPRING AVE	OCONNOR TRUSTEE SANDRA L	OCONNOR TRUSTEE PAUL W	PO BOX 195	NORTH FALMOUTH, MA 02556
05 01 034 029	11 CRYSTAL SPRING AVE	OCONNOR TRUSTEE SANDRA L	OCONNOR TRUSTEE PAUL W	PO BOX 195	NORTH FALMOUTH, MA 02556

Town of Falmouth, MA Abutters Report

300ft. Abutters of Property 05 02 022 004
at 48 BENJAMIN NYES LN

Please be aware that the abutters list reflects mailing address for the real estate tax bills as requested by the property owners. Mortgage companies, banks and other financial institutions may be receiving the notification and not the homeowner as required. Please be sure you are complying with notification requirements. Property data updated 09/04/2024.

05 01 035 030	17 CRYSTAL SPRING AVE	KENDALL JANET L	LANKIN JOSEPH J	2 BRAEBURN RD	WEST HARTFORD, CT 06107-1604
05 01 036 031	19 CRYSTAL SPRING AVE	COE LAURIE M	COE DAVID E	55 MODERATOR WAY	BOLTON, MA 01740
05 01 045 046	14 WICKERTREE RD	SWEENEY ROBERT M	SWEENEY PATRICIA A	PO BOX 1546	N FALMOUTH, MA 02556-1546
05 01 046 047	10 WICKERTREE RD	OCONNOR TRUSTEE SANDRA	OCONNOR TRUSTEE PAUL	PO BOX 195	NORTH FALMOUTH, MA 02556-0195
05 01 048 049	644 QUAKER RD	BLACKBURN ELIZABETH J		21 STEDMAN ST	WAKEFIELD, MA 01880-2741
05 01 049 050	0 WICKERTREE RD	OBRIEN JAMES M	OBRIEN MARK D	21814 INGLEWOOD CT	BROADLANDS, VA 20148
05 01 050 051	17 WICKERTREE RD	BARR JOHN J	BARR ELIZABETH A	9 OLD NOURSE ST	WESTBOROUGH, MA 01581
05 01 051 052	15 WICKERTREE RD	BYRNE PAUL J		PO BOX 1618	N FALMOUTH, MA 02556
05 01 052 053	0 WICKERTREE RD	FALMOUTH TOWN OF	CONSERVATION COMMISSION	59 TOWN HALL SQ	FALMOUTH, MA 02540
05 01 059 072	10 HILLSIDE AVE	SANTORINE TRUSTEE JOSEPH E	J E SANTORINE TRUST	181 BLUEBIRD LN	WINFIELD, PA 17889-9017
05 01 060 073	6 HILLSIDE AVE	RL HILLSIDE LLC		7 PERRY RD	NATICK, MA 01760-1625
05 01 061 074	658 QUAKER RD	MCCARTHY TRUSTEE PAUL	MCCARTHY TRUSTEE BARBARA A	68 WRIGHT ST	ARLINGTON, MA 02474
05 01 062 075	3 HILLSIDE AVE	DONOVAN ANN MARIE		5 RICHVIEW ST	DORCHESTER CENTER, MA 02124-5726
05 01 063 080	9 HILLSIDE AVE	REDMOND JR TRUSTEE JAMES S	REDMOND TRUSTEE BRENDA Y	15 RESERVOIR ST	MANSFIELD, MA 02048

Town of Falmouth, MA Abutters Report

300ft. Abutters of Property 05 02 022 004
at 48 BENJAMIN NYES LN

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05 01 064 079	0 DENISE RD	EVANS L BARRY	MAURER-EVANS ELEANOR	PO BOX 834	NORTH FALMOUTH, MA 02556-0834
05 01 065 076	668 QUAKER RD	EVANS L BARRY	MAURER-EVANS ELEANOR	PO BOX 834	NORTH FALMOUTH, MA 02556-0834
05 01 066 077	6 HIGHLAND AVE	SULLIVAN TRUSTEE NANCY R	N S CONNORS REV TR 2009	6 HIGHLAND AVE	N FALMOUTH, MA 02556
05 01 067 078	11 DENISE RD	CONFORTI CHRISTOPHER F	KELLEY MAURA B	11 DENISE RD	N FALMOUTH, MA 02556
05 01 072 082	6 DENISE RD	HUNT SR PHILIP M	HUNT DONNA M	6 DENISE RD	NORTH FALMOUTH, MA 02556
05 01 073 081	15 HILLSIDE AVE	HANLON TRUSTEE EDWARD E	HANLON TRUSTEE KAREN M	15 HILLSIDE AVE	NORTH FALMOUTH, MA 02556
05 01 080 103	13 HIGHLAND AVE	RIZZO DANIELLE J	RIZZO JR JOSEPH E	25 JAYS LN	HANOVER, MA 02339
05 01 081 104	9 HIGHLAND AVE	DAILEY DANIEL L	DAILEY KRISTEN M	183 SILVER ST	HANOVER, MA 02339
05 01 082 105	7 HIGHLAND AVE	HAROUTUNIAN MARK R	HAROUTUNIAN ELAINE	15 WEBCOWET RD	ARLINGTON, MA 02474
05 01 083 106	680 QUAKER RD	OHANNESIAN HARRY		PO BOX 213	HOPEDALE, MA 01747
05 01 084 000	0 QUAKER RD	LINDTNER JEFFREY	LINDTNER BARBARA	2184 SPRINGHOUSE LN	QUAKERTOWN, PA 18951-3335
05 01 085 002	0 QUAKER RD	LTC LLC		2 BOURNES COVE LN	EAST FALMOUTH, MA 02536
05 01 086 001	702 QUAKER RD	GLASS RAYMOND H	GLASS NORA E	702 QUAKER RD	N FALMOUTH, MA 02556-2641
05 01 086C 002	708 QUAKER RD	DASILVA AUDRA M	CORRIVEAU DAVID A	PO BOX 1503	N FALMOUTH, MA 02556
05 01 086D 001	716 QUAKER RD	CHARETTE NORMAN	CHARETTE ANNE	716 QUAKER RD	N FALMOUTH, MA 02556

Town of Falmouth, MA Abutters Report

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05 01 086D 002	720 QUAKER RD	BEREZIN VICTOR	VINITSKY NATALIE	12 WILLOW ST	NEEDHAM, MA 02492
05 01 087 004	736 QUAKER RD	SULLIVAN MICHAEL	SULLIVAN BARBARA E	2 SCHIPPER FARM LN	SOUTHBOROUGH, MA 01772
05 01 087 005	732 QUAKER RD	MURPHY IV EDWARD J	MURPHY CHRISTY A	732 QUAKER RD	NORTH FALMOUTH, MA 02556
05 01 087 006	722 QUAKER RD	MARTINI JR THOMAS	MARTINI MICHAELA C	PO BOX 313	NORTH FALMOUTH, MA 02556
05 01 087 007	0 QUAKER RD	LINDTNER JEFFREY	LINDTNER BARBARA	2184 SPRINGHOUSE LN	QUAKERTOWN, PA 18951-3335
05 01 087 008	144 WILD HARBOR RD	MURRAY JAMES M	OLENICK MARY R	144 WILD HARBOR RD	NORTH FALMOUTH, MA 02556
05 01 088 000	0 WILD HARBOR RD	GORDON TRUSTEE MELISSA	M G 2012 IRREV TRUST	15 HIGH RIDGE RD	MATTAPOISETT, MA 02739
05 02 002 010	615 QUAKER RD	PROIA RICHARD	PROIA ROSEMARY	152 LYMAN ST	WALTHAM, MA 02452
05 02 006 003	9 BARBARA LN	MCCORMICK EVAN T		89 FREEMAN ST	NEWTON, MA 02466
05 02 007 000	5 BARBARA LN	BICKETT THOMAS E	BICKETT MARY ELLEN	12 MARGARET ST	CANTON, MA 02021
05 02 008 000	7 WILLIAM RD	LATERZA ANTHONY	LATERZA KIM	493 EAST 6TH ST	SOUTH BOSTON, MA 02127
05 02 009 009	2 BARBARA LN	PLACE COREY		12 NEWTON COURT	WEYMOUTH, MA 02191
05 02 010 010	0 WILLIAM RD	PLACE COREY		12 NEWTON COURT	WEYMOUTH, MA 02191
05 02 011 011	6 BARBARA LN	MCSWEENEY TRUSTEE KATHLEEN	PLACE TRUSTEE COREY	82 BROOKS ST	MEDFORD, MA 02155-2207
05 02 013 012	10 BARBARA LN	MCSWEENEY TRUSTEE KATHLEEN	PLACE TRUSTEE COREY	82 BROOKS ST	MEDFORD, MA 02155-2207

Town of Falmouth, MA Abutters Report

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05 02 018 000A	21 WILLIAM RD	HARRINGTON PATRICK J		511 SANDWICH RD	E FALMOUTH, MA 02536-4743
05 02 018A 000B	33 WILLIAM RD	WURCEL TRUSTEE BRIAN H	WURCEL TRUSTEE NINA G	11 JOHN ST	NEEDHAM, MA 02494
05 02 019 000	62 OLD MAIN RD	FALMOUTH TOWN OF		59 TOWN HALL SQ	FALMOUTH, MA 02540-2761
05 02 020 000	40 WILLIAM RD	FALMOUTH TOWN OF		59 TOWN HALL SQ	FALMOUTH, MA 02540-2761
05 02 021 000	30 WILLIAM RD	PLOUFFE MICHAEL	PLOUFFE MARY	6 GROSBEAK LN	NEWARK, DE 19711
05 02 022A 000	631 QUAKER RD	MAURER TRUSTEE JOHN J	J MAURER TRUST	PO BOX 484	N FALMOUTH, MA 02556
05 02 023A 000	0 OLD MAIN RD	HALL ETAL RAY S		PO BOX 6283	KINGMAN, AZ 86402-6283
05 02 025 008	14 TRICIA RD	BRITT JAMES A	BRITT KIMBERLY A	PO BOX 665	NORTH FALMOUTH, MA 02556
05 02 025 010	18 TRICIA RD	BRITT JR TRUSTEE THOMAS M	BRITT TRUSTEE JUDITH F	145 MEDFORD ST	ARLINGTON, MA 02474
05 02 025 011	17 TRICIA RD	ALURU NEELAKANTESWAR		17 TRICIA RD	NORTH FALMOUTH, MA 02556-2708
05 02 025 012	3 TRICIA RD	PRICE JOHN M	PRICE JANE M	4 BUCHANAN RD	WEST ROXBURY, MA 02132
05 02 025 013	11 TRICIA RD	JESPERSEN JR GEORGE G	JESPERSEN KATHLEEN W	11 TRICIA RD	NORTH FALMOUTH, MA 02556-2708
05 02 025 016	2 TRICIA RD	SELVITELLI FRANCIS J	SELVITELLI ESTATE OF CLAIRE M	2 TRICIA RD	NORTH FALMOUTH, MA 02556

Town of Falmouth, MA Abutters Report

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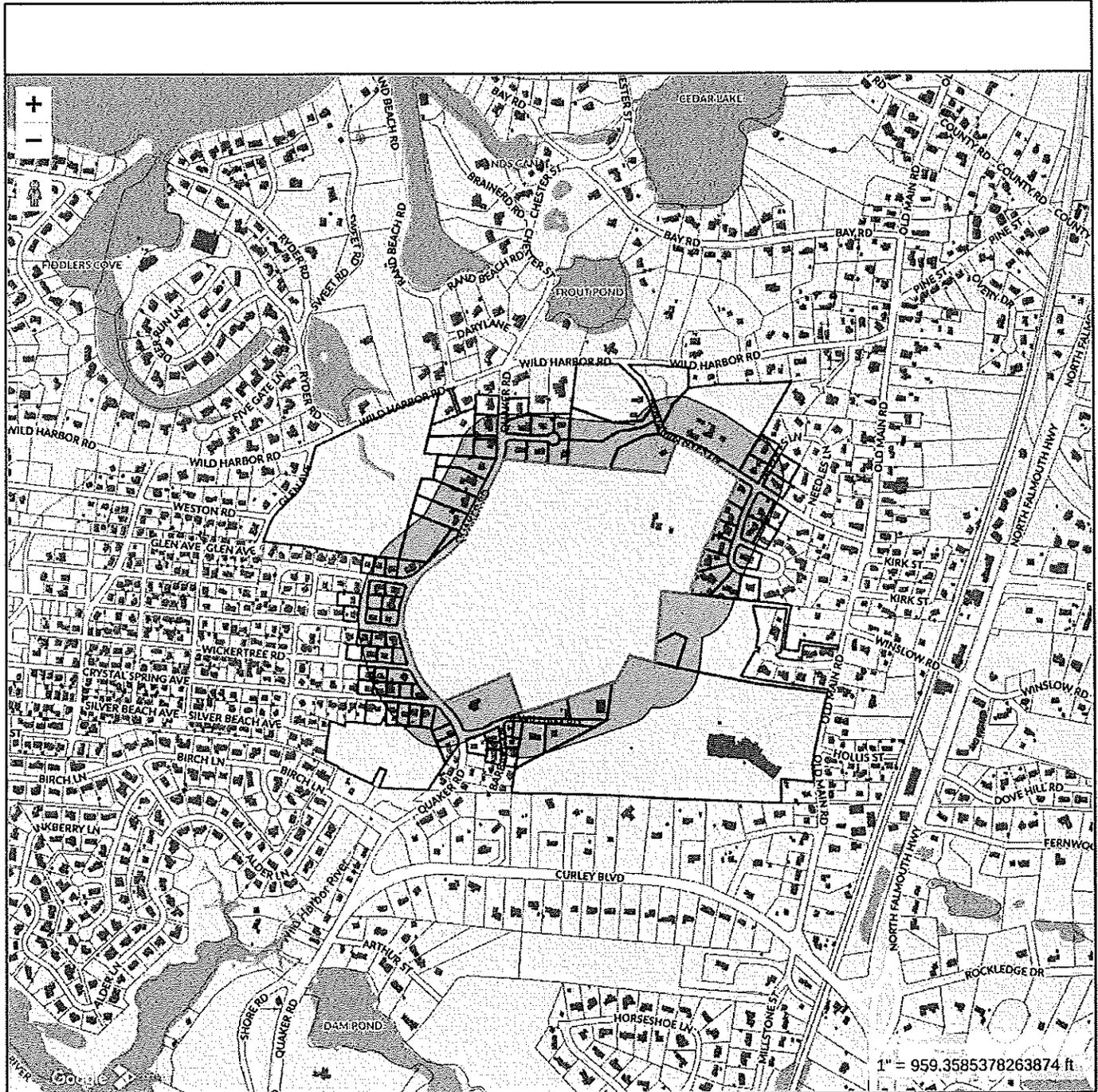
05 02 025 017	745 QUAKER RD	MELLO TRUSTEE VERONICA R	VR MELLO TRUST	745 QUAKER RD	N FALMOUTH, MA 02556
05 02 026 000A	78 BENJAMIN NYES LN	TRUMAN TRUSTEE CATHERINE M	CM TRUMAN 2018 TR	1 FITCHBERG ST	SUMMERVILLE, MA 02143
05 02 026 000B	BENJAMIN NYES LN	LINDTNER JEFFREY	LINDTNER BARBARA	2184 SPRINGHOUSE LN	QUAKERTOWN, PA 18951-3335
05 02 026 000C	BENJAMIN NYES LN	LINDTNER JEFFREY	LINDTNER BARBARA	2184 SPRINGHOUSE LN	QUAKERTOWN, PA 18951-3335
05 02 026A 000D	72 BENJAMIN NYES LN	LINDTNER JEFFREY	LINDTNER BARBARA	2184 SPRINGHOUSE LN	QUAKERTOWN, PA 18951-3335
05 02 028B 000A	30 CAMERON RD	BRADLEY MICHAEL J	BRADLEY MICHELLE MORTIMER	30 CAMERON RD	N FALMOUTH, MA 02556
05 02 028B 003	4 CAMERON RD	MELE TRUSTEE GARY M	MELE TRUSTEE CHERYL	4 CAMERON RD	NORTH FALMOUTH, MA 02556
05 02 028B 004	12 CAMERON RD	YORK TRUSTEE AMBER DELANO	YORK IRREV TRUST	12 CAMERON RD	N FALMOUTH, MA 02556-2721
05 02 028B 005	55 CAMERON RD	MATTSON DAVID E	MATTSON ESTATE OF ROSEMARIE	35 ALEHSON ST	RYE, NH 03870
05 02 028B 013A	33 CAMERON RD	TVERSKOY ILYA	TVERSKOY ALENA	203 HUNTING RD	NEEDHAM, MA 02494
05 02 028B 014A	29 CAMERON RD	HOLMES TRUSTEE JEAN S	HOLMES TRUSTEE QUENTIN S	29 CAMERON RD	N FALMOUTH, MA 02556-2722
05 02 028B 015A	27 CAMERON RD	HARTFORD JR MYRON D	HARTFORD MARGARET J	27 CAMERON RD	NORTH FALMOUTH, MA 02556-2722
05 02 028B 016	23 CAMERON RD	POLILLIO JOHN R	POLILLIO CAITLIN E	23 CAMERON RD	N FALMOUTH, MA 02556

Town of Falmouth, MA Abutters Report

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05 02 028B 017	19 CAMERON RD	CULLEY TRUSTEE ANN D	A D CULLEY REV TRUST	19 CAMERON RD	N FALMOUTH, MA 02556-2722
05 02 028B 018	15 CAMERON RD	SPRAGUE TRUSTEE EILEEN	SPRAGUE-MEAD REVOCABLE TRUST	PO BOX 1501	NORTH FALMOUTH, MA 02556-1501
05 02 028B 019	9 CAMERON RD	HAMILTON CAROL A		9 CAMERON RD	N FALMOUTH, MA 02556
05 02 028B 020	44 BENJAMIN NYES LN	KELLER TRUSTEE FRED W	KELLER TRUSTEE JUDITH G	PO BOX 1122	NORTH FALMOUTH, MA 02556-1122
05 02 028E 003	30 BENJAMIN NYES LN	GILBERT TRUSTEE JAMES R	DOHERTY TRUSTEE JOANNE F	30 BENJAMIN NYES LN	N FALMOUTH, MA 02556
05 02 029 000	COBBLESTONE LN	COBBLESTONE LN HOME ASSO INC		28 BLUE SHUTTERS LN	NORTH FALMOUTH, MA 02556
05 02 034 001	67 BENJAMIN NYES LN	BRAZIER RUTH F P		67 BENJAMIN NYES LN	NORTH FALMOUTH, MA 02556-0336
05 02 035 000	0 WILD HARBOR RD	BRAZIER RUTH F P		67 BENJAMIN NYES LN	NORTH FALMOUTH, MA 02556-0336
05A 01 015 023	55 NEEDLES LN	CONBOY WILLIAM N	BROOKS KIMBERLY J	9 OVER ROCK RD	SCITUATE, MA 02066
05A 01 015 024	49 NEEDLES LN	DUNPHY DAVID F	DUNPHY ANNA	49 NEEDLES LN	NORTH FALMOUTH, MA 02556-2715
05A 01 015 034	35 BENJAMIN NYES LN	MARTIN KATHERINE R		35 BENJAMIN NYES LN	NORTH FALMOUTH, MA 02556
05A 01 015 035	52 NEEDLES LN	REYNOLDS TRUSTEE FRANK S	REYNOLDS TRUSTEE CAROLYN A	52 NEEDLES LN	NORTH FALMOUTH, MA 02556



**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 09/04/2024

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

2. Phase 1 Environmental Site Summary

PHASE 1 ENVIRONMENTAL SITE ASSESSMENT



Subject Site:

48 Benjamin Nyes Lane, and, 0 Quaker Road
North Falmouth, MA 02556

Issue Date:

28 December 2023

Prepared for:

The 300 Committee Land Trust

157 Locust Street
Falmouth, MA 02540

Prepared by:

Streamline Environmental Services, LLC

101 Geggatt Road
East Falmouth, MA 02536

Project ID: 23ZAB



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- Figure 2 Subject Site Vicinity and Plan
- Figure 3 Subject Site on *JOINT BASE CAPE COD GROUNDWATER PLUME MAP, IRP & IAGWSP LUC AREAS, and IRP PFOS/PFOA OUTREACH AREAS*

Appendices

- Appendix A Scope of Services
- Appendix B Service Constraints
- Appendix C User Questionnaire and Other Provided Documents
- Appendix D Supporting Documentation: Correspondence, Assessor’s Field Card, MassGIS *MassMapper*.
- Appendix E Site Photographs
- Appendix F Qualifications of Environmental Professionals
- Appendix G Environmental Records Search by Environmental Data Resources, Inc.

Phase I Environmental Site Assessment

Subject Site: 48 Benjamin Nyes Lane, and, 0 Quaker Road, N. Falmouth, MA 02556



CERTIFICATION

The undersigned herein declare that, to the best of my professional knowledge and belief, we meet the definition of Environmental Professional (as defined in §312.10 of 40 CFR§312) and have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the Subject Property. We have developed and performed the appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.

Andrew Brolowski

Date: December 28, 2023

Andrew Brolowski
Environmental Professional



EXECUTIVE SUMMARY

Streamline Environmental Services, LLC (SES) has completed a Phase I Environmental Site Assessment (ESA) for the properties located at 48 Benjamin Nyes Lane, and, 0 Quaker Road, North Falmouth, MA 02556 (hereinafter the "Subject Site", or, Property"), in conformance with the American Society for Testing and Materials Standard E 1527-21.

All findings in this report are subject to the scope of services included in Appendix A and service constraints presented in Appendix B.

The Subject Site includes two (2) residentially-zoned parcels of land totaling approximately 55.89 acres; identified by Town of Falmouth Assessor's Office as **Parcel 1, ID: 05-02-022-004** (55.70 acres), and, **Parcel 2, ID: 05-01-085-002** (0.19 acres) – Figure 2. Otherwise adjacent and contiguous, the parcels are separated by Quaker Road.

Parcel 1 includes: 1) an unoccupied, two-story, wood-framed, main residence situated on a granite foundation, with subsequently added on structures, totaling approximately 2,930 feet-squared of finished space, and, approximately 1,826 feet-squared of basement; 2) a two-story wood-framed barn with an attached one-story shed totaling approximately 950 feet-squared; and, 3) a single story, wood-framed, three (3) bay garage totaling approximately 600 feet-squared. The parcel is bounded to the east by Quaker Road, bounded to Benjamin Nyes Lane along a portion of the northeast property boundary, with the remaining land predominantly surrounded by residential neighborhoods. The area of Parcel 1 dominated contains densely populated scrub oaks and pines and thorny underbrush, with a few small "wetlands" located near the periphery. The land is characterized as undulating, hilly topography, ranging from approximately forty (40) to five (5) feet above mean sea level (MSL), underlain by permeable sandy soils deposited through glaciation. The residence is located atop the highest point in elevation.

Parcel 2 is an undeveloped, forested, plot of land bounded to the east by Quaker Road, to the north and south by residences, and, to the west by forest.

The main residence was constructed 1870. Parcel 1 has been always been recorded as residentially utilized, and, Parcel 2 has always been undeveloped. Parcel 1 used two (2), currently remaining, 275-gallon, Aboveground Storage Tanks (ASTs) to contain fuel oil and utilize as a source of energy for heating purposes of the residence. Commercially furnished electrical power is accessible to the subject site in all buildings; however, there was no supply available during the time of inspections.

Parcel 1 of the Subject Site has been utilized as a residence following its' construction. Utilities at the Parcel 1 include electricity. There is no municipal water supply to the Subject Site. Domestic wastewater is conveyed underground through one or more cesspools.

Recognized Environmental Condition (REC)

The ASTM E 1527-21 Standard defines the recognized environmental condition in the ASTM standard as "(1) the presence of hazardous substances or petroleum products in, on, or at the subject property due to a release to the environment; (2) the likely presence of hazardous substances or petroleum products in, on, or at the subject property due to a release or likely release to the environment; or (3) the presence of hazardous substances or petroleum products in, on, or at

Phase I Environmental Site Assessment

Subject Site: 48 Benjamin Nyes Lane, and, 0 Quaker Road, N. Falmouth, MA 02556



the subject property under conditions that pose a material threat of a future release to the environment.”

Historical Recognized Environmental Condition (HREC)

A Historical Recognized Environmental Condition (HREC) refers to a past release that has been remediated to below “residential” standards and given regulatory closure with no use restrictions. HREC is defined by ASTM as “a previous release of hazardous substances or petroleum products affecting the subject property that has been addressed to the satisfaction of the applicable regulatory authority or authorities and meeting unrestricted use criteria established by the applicable regulatory authority or

authorities without subjecting the subject property to any controls (for example, activity and use limitations or other property use limitations). A historical recognized environmental condition is not a recognized environmental condition.

Controlled Recognized Environmental Condition (CREC)

The HREC category is distinct from the Controlled Recognized Environmental Condition (CREC), which applies to sites that have received regulatory closure but are still subject to controls.

***De minimis* Condition (DC)**

De minimis condition is defined by ASTM as “a condition related to a release that generally does not present a threat to human health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies.”

The objective of a Phase I assessment is to identify RECs, HRECs, CRECs, and DCs associated with the subject site, as defined below and in the ASTM E 1527-13 Standard and in Section 1.0 of this report. The objective of the limited Phase II ESA, in light of the restricted groundwater sampling domain and measured direction of groundwater flow from remedial actions conducted during a former release at the subject site, is to develop additional information to evaluate the status of the subject site relative to a suspected HREC, as identified during the Phase I portion of the assessment, and, to evaluate if an existing UST may pose an environmental risk.

The ASTM E 1527-21 Standard requires an environmental professional’s opinion of the potential impacts of RECs, HRECs, and *de minimis* conditions identified on a site during a Phase I assessment. Our opinion is rendered with respect to a REC’s potential to require remedial response based on prevailing agency requirements. Our opinion regarding a REC’s potential impact on the subject is based on the scope of our work, the information obtained during the course of our work, the conditions prevailing at the time our work was performed, the applicable regulatory requirements in effect at the time our work was performed, and/or our experience evaluating similar sites, and our understanding of the client’s intended use for the subject site.

Summary

This assessment did not reveal RECs at the Subject Property. There were no USTs and/or registered hazardous materials reported or on record relative to the Subject Site pursuant to interviews with representatives of the Falmouth Fire Department. Three (3) site visits by a representative of SES revealed no evidence of USTs or significant quantities of hazardous materials located at the Property. There was

Phase I Environmental Site Assessment

Subject Site: 48 Benjamin Nyes Lane, and, 0 Quaker Road, N. Falmouth, MA 02556



no evidence of significant staining on concrete or paved surfaces at the Subject Site which warranted further investigation. Record searches and interviews indicate no available information regarding the storage or use of significant quantities of petroleum hydrocarbons or hazardous materials at the Subject Property.

Soil quality located below the fuel supply line manifolded from the two (2) ASTs was assessed for the presence of organic vapors. The fuel supply line was buried in cement between the fuel tanks and the furnace, and therefore, was unable to be inspected for integrity of seal. Two separate (2) soil samples were collected below the supply line, along its buried length. Each sample was collected at three (3) feet in depth and three (3) apart from each other. Soil samples SS1-3 and SS2-3 were field screened for organic vapors using Massachusetts Department of Environmental Protection (MADEP) recommended field screening technique. Screening results indicated no detection of organic vapors.

There was no evidence of significant staining on concrete or paved surfaces at the Subject Site which warranted further investigation. Record searches and interviews indicate no available information regarding the storage or use of significant quantities of petroleum hydrocarbons or hazardous materials at the Subject Site.

Other Environmental Concerns (Figure 3):

Relative to Joint Base Cape Cod (JBCC) groundwater plumes, based on the most recently available and published 2019 *JBCC Groundwater Plume Map*, explained in the *Installation Restoration Program at Joint Base Cape Cod*, dated 2021, the Subject Site is located approximately 1-mile downgradient to plume CS-21, aka, chemical spill 21. The CS-21 groundwater plume is located in the southwest corner of JBCC and extends southwest into the Town of Falmouth. The contaminant of concern (COC) for the CS-21 groundwater plume is Trichloroethylene (TCE). TCE has an Environmental Protection Agency (EPA) Maximum Contaminant Level (MCL) of 5 µg/L. The CS-21 plume is currently in long-term remediation, with groundwater extraction, treatment and reinjection wells reportedly controlling and treating the plume (Figure 3.) The Subject Site is not located within the "PFOS/PFOA Reswell Outreach Boundary", a delineated area in which the Air Force manages outreach for the sampling of potable private wells for perfluorooctane sulfonic acid (PFOS) and perfluorooctanoic acid (PFOA) compounds, colloquially, "forever" compounds; dissolved compounds which were typically present in firefighting foams and are strongly resistant to natural decay. The Subject Site is not occupied; however, municipal records indicate no public water supply has ever been available due to the lack of water main runs thereto. Evidence supports the Subject Site has utilized private wells (Figure 2) as the source for potable, washing, irrigation, and, fire suppression supplies.

Other Environmental Considerations:

Relative to Joint Base Cape Cod (JBCC) groundwater plumes, based on the most recently available and published 2019 *JBCC Groundwater Plume Map*, explained in the *Installation Restoration Program at Joint Base Cape Cod*, dated 2021, the Subject Site is located approximately 1-mile downgradient to plume CS-21, aka, chemical spill 21. The CS-21 groundwater plume is located in the southwest corner of JBCC and extends southwest into the Town of Falmouth. The contaminant of concern (COC) for the CS-21 groundwater plume is Trichloroethylene (TCE). TCE has an Environmental Protection Agency (EPA) Maximum Contaminant Level (MCL) of 5 µg/L. The CS-21 plume is currently in long-term remediation, with groundwater extraction, treatment and reinjection wells reportedly controlling and treating the plume (Figure 3.) The Subject Property is not located within the "PFOS/PFOA Reswell Outreach Boundary", a delineated area in which the Air Force manages outreach for the sampling of potable private wells for

Phase I Environmental Site Assessment



Subject Site: 48 Benjamin Nyes Lane, and, 0 Quaker Road, N. Falmouth, MA 02556

perfluorooctane sulfonic acid (PFOS) and perfluorooctanoic acid (PFOA) compounds, colloquially, “forever” compounds; dissolved compounds which were typically present in firefighting foams and are strongly resistant to natural decay. The Subject Site is not occupied; however, municipal records indicate no public water supply has ever been available due to the lack of water main runs thereto. Evidence supports the Subject Site has utilized private wells (Figure 2) as the source for potable, washing, irrigation, and, fire suppression supplies.

Refer to Appendix E for Site Photographs.

User Reliance

This Report was prepared for the use of and may be relied upon by the Client and the associated business mortgagee of the Subject Site. No other party is entitled to rely on the conclusions, observations, specifications, or data contained therein without the express written consent of Streamline Environmental services, LLC. Use and/or reliance on this report are subject to all limitations specified in ASTM Standard Practice E 1527-21, the project Scope of Services, and/or as specifically noted in the report itself.

Phase I Environmental Site Assessment

Subject Site: 48 Benjamin Nyes Lane, and, 0 Quaker Road, N. Falmouth, MA 02556



1.0 PROPERTY INFORMATION

Property Address	48 Benjamin Nyes Lane (Parcel 1) , and, 0 Quaker Road (Parcel 2), N. Falmouth, MA 02556 (the "Property or Subject Site")
County	Falmouth
Tax Parcel	Town of Falmouth Assessor's Parcel ID: 05 02 022 004 (Parcel 1), and, 05 01 085 002 (Parcel 2).
User	The 300 Committee Land Trust 157 Locust Street Falmouth, MA 02540 Contact: Jessica K. Whritenour T: 508-540-0876
Anticipated Use of the Property	Affordable Housing <i>Source: Client</i>
Special Terms & Conditions	None.
Scope of Work	See Appendix A.
Service Constraints	See Appendix B.

2.0 PROPERTY AND VICINITY DESCRIPTION

Parcel Size	Parcel 1: 55.89 acres; and, Parcel 2: 0.19 acres
Property Owner(s)	Both parcels: LTC, LLC: Ruth and Steven Augusta, 2 Bournes Cove Lane East Falmouth, MA 02536 <i>Source: Town of Falmouth Assessors Offices</i>
Occupant	Unoccupied
Legal Reference	Deed Book / Pages: 35830 / 158 - 164 <i>Source: Online Town of Falmouth Assessors Offices & Barnstable County Registry of Deeds</i>
Acquisition Date	June 6, 2023 <i>Source: Barnstable County Registry of Deeds</i>
Improvements	Parcel 1: Residence: 2,930 feet-squared of finished space, with approximately 1,826 feet-squared of basement; a two-story wood-framed barn with an attached one-story shed totaling approximately 950 feet-squared; and, a single story, wood-framed, three (3) car garage totaling approximately 600 feet-squared. Property includes unpaved area for driving, a lawn surrounding the structures, and, extensive woods with overgrown understory. Parcel 2: None. Vacant.
Sources of Heating and Cooling	Parcel 1: Forced hot air and hot water via fuel oil. Parcel 2: vacant/none.
Current/Most Recent Use	Parcel 1: Currently unoccupied. Most recently operated as a residence. Parcel 2 has always been vacant and unused.
Topography	Hilly and undulating, glacial topography, ranging from approximately 40-45 feet above mean sea level (MSL) to 5-10 feet above MSL.
Vicinity General Characteristics	The subject parcel is located in a residential area, zoned primarily as . <i>Source: Town of Falmouth Geographic Information Service (GIS) Portal.</i>
Adjoining Properties	
<i>North</i>	Residential properties
<i>East</i>	Residential properties
<i>South</i>	Residential properties and Public Lands
<i>West</i>	Residential properties,

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Surface Water Bodies	No surface water bodies are located at the Property. Flax Pond and Trout Pond - freshwater ponds, are located approximately 1,000-feet to the north and northeast of the Property, respectively. These ponds are nearly equidistant from the Property, and close to the head of estuaries Fiddler's Cove and Rands Harbor. Dam Pond – a freshwater pond, is located approximately 2,000-feet to the south southwest of the Property. Equidistant from the Property, located close to Dam Pond, is Wild Harbor, an estuary. These water bodies form a plexus within the surrounding coastal environmental. <i>Source: MassDEP Phase I Site Assessment Map, MassMapper.</i>
Flood Zone	Approximately 90% of the Property (Parcel 1) is located within Flood Zone X: the area determined to be outside the 500-year flood and protected by levee from 100- year flood. Approximately 95% of the Parcel 2 is located within Flood Zone AE: areas that present a 1% annual chance of flooding (100-year floodplain) and a 26% chance over the life of a 30-year mortgage <i>Source: FEMA Flood Insurance Rate Map 25023C03581 (Revised, April 20, 2023)</i>
Sensitive Receptors	The Property is located within an EPA Sole Source, Medium to High Yield, Aquifer. Freshwater wetlands comprise approximately 3-5% of Parcel 1 of the Property. The Property is located within the Natural Heritage & Endangered Species Program (NHESP) <i>Estimated Habitats of Rare Wildlife and Priority Habitats of Rare Species</i> . A <i>Potential Vernal Pool</i> designation by the NHESP exists at an approximately 1.5-2-acre wetland straddling the southeastern property boundary shared with North Falmouth Elementary School. <i>Source: MassDEP Phase I Site Assessment Map, and, MassMapper GIS.</i>
Geology and Hydrogeology	<u>Soil Types:</u> Carver Soil, Class "A" High infiltration rates. Soils are deep, well drained to excessively drained sands and gravels, and, <i>Enfield</i> , Class B - Moderate infiltration rates. Deep and moderately deep, moderately well and well drained soils with moderately coarse textures <i>Source: US Department of Agriculture (USDA) Soil Conservation Service, 1993.</i> <u>Inferred Groundwater Flow Direction:</u> Based on the local and regional topography, surface water bodies, and, natural and artificial recharge effects, general groundwater flow is likely to be cumulatively, northwesterly, towards Megansett Harbor.
Activity/Use Limitations	No activity or use limitations were found for the Property during this assessment; however, a formal search of title records for recorded liens or other related legal encumbrances was not performed as part of this assessment.

3.0 USER PROVIDED INFORMATION

The Small Business Liability Relief and Brownfield Revitalization Act of 2001 require that the user of the Phase I ESA provide certain information to the Environmental Professional. This information includes a title search for environmental liens or activity and use limitations, specialized knowledge or experience that is material to recognized environmental conditions at the site, relationship to the purchase price of the site to fair market value, commonly known or reasonably ascertainable information that is material to recognized environmental conditions at the site, and the reason for conducting the Phase I ESA.

The completed User Questionnaire is provided in Appendix C.



4.0 REGULATORY DATABASE REVIEW

Environmental Data Resources (EDR) Corporation of Shelton, Connecticut, provided environmental regulatory agency database information for the Property and surrounding area satisfying the ASTM Phase I Standard Environmental Record Sources inquiry. The EDR Radius Map Report with GeoCheck includes records of hazardous waste permits, state and federal records and reported on-site and/or area contamination. Distances and topographic gradients are based on the database information and SES’s field reconnaissance.

A copy of the EDR Radius Map Report, dated November 30, 2023, is provided in Appendix G.

Federal Environmental Records Searched	Search Radius (Miles)	Number of Properties Identified	Property Appears on List
Federal NPL Site List	1.5	1	No
Federal Delisted NPL Site List	1.5	0	No
Federal CERCLAS List	1.0	0	No
Federal CERCLAS NFRAP Site List	1.0	0	No
Federal RCRA CORRACTS facility list	1.5	0	No
Federal RCRA non-CORRACTS TSD Facility List	1.0	0	No
Federal RCRA Generators List	0.75	3	No
Federal Institutional Controls/Engineered Controls List	1.0	0	No
State and Tribal Equivalent Hazardous Waste Facilities (SHWS)	1.5	4	No
State and Local Landfill and/or Solid Waste Disposal List	1.0	0	No
State Leaking Aboveground Storage Tank List (LAST)	1.0	3	No
State Leaking Underground Storage Tank List (LUST)	1.0	0	No
State Registered Underground Storage Tank List (UST)	0.75	3	No
State Registered Aboveground Storage Tank List (AST)	0.75	3	No
State Institutional Controls/Engineered Controls List (INST)	1.0	0	No
State and Tribal Brownfields	1.05	0	No
Additional Environmental Records	Search Radius (Miles)	Number of Properties Identified	Property Appears on List
MassDEP Spills List	0.5	1	No
MassDEP Release Sites	0.5	2	No
RCRA NonGen / NLR	0.75	5	No
Local Hazardous Waste Contaminated Sites: PFAS	0.5	0	No
Local Brownfield lists	1.0	0	No

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Federal Environmental Records Searched	Search Radius (Miles)	Number of Properties Identified	Property Appears on List
Local Landfill/Solid Waste Disposal Sites	1.0	0	No
Massachusetts Hazardous Waste (HW) generators.	0.50	6	No
EDR US Historical Automotive Stations	0.625	4	No
EDR Historical Dry Cleaner	0.625	1	No

Note: Refer to the EDR Radius Map™ Report (Appendix G) for additional abbreviations and information.

Regulatory Database Review Discussion

Subject Property:

The Subject Site is not located in any of the EDR databases.

MA Database of Spills and Releases:

A review of the Massachusetts Department of Environmental Protection (MADEP) database of spills and releases indicated three (3) sites which had documented spills and/or releases. Individual reviews of all three (3) sites revealed that they have all either achieved a “Permanent Solution” or “Response Action Outcome”, and therefore, no significant risk remains relative to the release or spill. All these sites are approximately 600 – 1,200 feet cross-gradient or downgradient to groundwater flow to the Subject Property. The three (3) documented MADEP sites and locations, in conjunction with their distances and direction of groundwater flow therefrom, support that they are not a risk to the Subject Property with regard to significantly impacted the Subject Property with oil or hazardous materials. Relative to Joint Base Cape Cod (JBCC) groundwater plumes, the Subject Site is not located in the migration path of groundwater plumes, or, these plumes have been contained or controlled due to currently active treatment systems.

5.0 HISTORICAL USES

Information regarding the historical use of Property and the adjoining properties is based upon review of the EDR report, historical aerials photographs, city directories, municipal documents, and other historical documents. No title records were provided by the user/client of this report. A formal title search was not performed as part of this Phase I ESA. The property owner information provided herein was obtained from the SES-based records at the local assessor and Barnstable Registry of Deeds.

A review of the EDR city directories indicated that the property and the vicinity has been used for residential purposes.

Property (Aerial Photographs and Topographic Maps)
Sanborn - Unmapped property.
Topographic map dating back to 1915 show the presence of an access road leading and the residence at Parcel 1. Parcel 2 consistently remained undeveloped in all topographic maps. Aerial photos dating to 1951 show the access road and residence at Parcel 1.


Adjoining Properties (Aerial Photographs and Topographic Maps)

Topographic maps dating by to 1935 show similar topography dating back to 1888, except that the contour lines are less refined progressing back in time. Areal maps dating back to 1951 show an incrementally increasing number of residential land development in the vicinity of Parcel 1.

6.0 SITE RECONNAISSANCE AND SOIL ASSESSMENT – Appendix E

On Tuesday and Wednesday, 12, 20, and, 27 December 2023, respectively, a representative for Streamline Environmental Services, LLC (SES) conducted site inspections of the Subject Site and surrounding area. No limiting conditions were encountered at the Property within the structures on the day of inspection; all observable rooms were made accessible. Due to excessive and ubiquitous undergrowth of thorny underbrush, access to most of the undeveloped portion of the Properties was not possible.

Inspection Dates	12, 20 and 27 December 2023
Inspection weather conditions	12 December 2023: Mostly sunny, cool and fair, approximately 40 - 45° F 20 December 2023: Mostly sunny, cool and fair, approximately 40 - 45° F 27 December 2023: Cloudy and mild, approximately 50 -55° F
Access Restrictions	Within Property associated structures: None. Access to the bulk of forested areas was mostly not possible due to the dense and thorny underbrush. Based on GPS mapping, the location of two (2) steel shipping containers and a shed, apparently located on Parcel 1, were not accessible. Presumably, the structures do not belong to the owners of the Subject Site and are located near the southern property boundary, adjacent to Parcel 05 02 022A 000, addressed at 631 Quaker Road. Refer to Appendix E, Photos 47 – 50.
Hazardous Substances & Petroleum Products	There was no storage of significant quantities of hazardous materials observed. A few intact small containers of cleaning products were located in barn and kitchen areas of the residence. No floors drains were located.
Underground Storage Tanks	None observed or were on record with the Falmouth Fire Department.
Aboveground Storage Tanks and Soil Assessment	Two (2) 275-gallon Aboveground (steel) Storage Tanks (ASTs), with depth indication gauges yielding half full for each AST. Two (2) soil samples, each collected approximately 3-feet apart and three (3) feet below the “buried” fuel supply line, were field screened with a Photoionization detector (PID) for organic vapors. Both soil samples, “SS1-3” & “SS2-3”, indicated non-detectable vapors, or, 0 parts per million (ppm) (Figure 2, INSET).
Other Suspect Containers/Drums	None
Equipment Likely to Contain Polychlorinated Biphenyls (PCBs)	None
Staining/Corrosion	<i>De Minimis</i> staining was observed on interior surfaces of the utility garage located on the eastern side of the residence. No drains were associated with the presence of these areas.
Wastewater or Stormwater Discharge/Disposal	None
Pits, Ponds and Lagoons	None
Solid Waste Dumping/Landfills	None.
Stained Soil and/or Pavement and Stressed Vegetation	No stressed vegetation was observed.



Water Supply Wells	The Subject Site apparently includes a wellhouse and possibly two (2) pumping groundwater wells (Figure 2).
Septic Systems, Drywells and/or Cesspools	The Subject Property is facilitated with a at least one (1) cesspool (Figure 2).
Vapor Intrusion	Evidence of conditions posing a potential vapor intrusion risk were not discovered nor expected based on past and current Property history and use.

7.0 INTERVIEWS

Owner/Site Manager	Jessica Whritenour, Executive Director of <i>the 300 Committee Land Trust</i> furnished property ownership information.
User	On behalf of <i>The 300 Committee Land Trust</i> , Kelly Grant completed the ASTM User Questionnaire; a copy of the questionnaire is presented in Appendix C .
Occupant	Vacated.
Others	None.
Municipal Sources	<ul style="list-style-type: none"> ▪ Assessor’s Office - Town of Falmouth ▪ Health Department - Town of Falmouth ▪ Fire Department - Town of Falmouth ▪ Building Department - Town of Falmouth ▪ Conservation Commission – Town of Falmouth

8.0 DISCUSSION OF RECOGNIZED RECS AND OTHER FINDINGS

Recognized Environmental Condition (REC)

The ASTM E 1527-21 Standard defines the recognized environmental condition in the ASTM standard as “(1) the presence of hazardous substances or petroleum products in, on, or at the subject property due to a release to the environment; (2) the likely presence of hazardous substances or petroleum products in, on, or at the subject property due to a release or likely release to the environment; or (3) the presence of hazardous substances or petroleum products in, on, or at the subject property under conditions that pose a material threat of a future release to the environment.”

Historical Recognized Environmental Condition (HREC)

A Historical Recognized Environmental Condition (HREC) refers to a past release that has been remediated to below “residential” standards and given regulatory closure with no use restrictions. HREC is defined by ASTM as “a previous release of hazardous substances or petroleum products affecting the subject property that has been addressed to the satisfaction of the applicable regulatory authority or authorities and meeting unrestricted use criteria established by the applicable regulatory authority or authorities without subjecting the subject property to any controls (for example, activity and use limitations or other property use limitations). A historical recognized environmental condition is not a recognized environmental condition.



Controlled Recognized Environmental Condition (CREC)

The HREC category is distinct from the Controlled Recognized Environmental Condition (CREC), which applies to sites that have received regulatory closure but are still subject to controls.

***De minimis* Condition (DC)**

De minimis condition is defined by ASTM as “a condition related to a release that generally does not present a threat to human health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies.”

The ASTM E 1527-21 Standard requires an environmental professional’s opinion of the potential impacts of RECs, HRECs, and *de minimis* conditions identified on a site during a Phase I assessment. Our opinion is rendered with respect to a REC’s potential to require remedial response based on prevailing agency requirements. Our opinion regarding a REC’s potential impact on the subject is based on the scope of our work, the information obtained during the course of our work, the conditions prevailing at the time our work was performed, the applicable regulatory requirements in effect at the time our work was performed, and/or our experience evaluating similar sites, and our understanding of the client’s intended use for the subject site.

Summary

This assessment did not reveal RECs at the Subject Property. There were no USTs and/or registered hazardous materials reported or on record relative to the Subject Site pursuant to interviews with representatives of the Falmouth Fire Department. Three (3) site visits by a representative of SES revealed no evidence of USTs or significant quantities of hazardous materials located at the Property. There was no evidence of significant staining on concrete or paved surfaces at the Subject Site which warranted further investigation. Record searches and interviews indicate no available information regarding the storage or use of significant quantities of petroleum hydrocarbons or hazardous materials at the Subject Property.

Soil quality located below the fuel supply line manifolded from the two (2) ASTs was assessed for the presence of organic vapors. The fuel supply line was buried in cement between the fuel tanks and the furnace, and therefore, was unable to be inspected for integrity of seal. Two separate (2) soil samples were collected below the supply line, along its buried length. Each sample was collected at three (3) feet in depth and three (3) apart from each other. Soil samples SS1-3 and SS2-3 were field screened for organic vapors using Massachusetts Department of Environmental Protection (MADEP) recommended field screening technique. Screening results indicated no detection of organic vapors.

There was no evidence of significant staining on concrete or paved surfaces at the Subject Site which warranted further investigation. Record searches and interviews indicate no available information regarding the storage or use of significant quantities of petroleum hydrocarbons or hazardous materials at the Subject Site.



Other Environmental Concerns (Figure 3):

Relative to Joint Base Cape Cod (JBCC) groundwater plumes, based on the most recently available and published 2019 *JBCC Groundwater Plume Map*, explained in the *Installation Restoration Program at Joint Base Cape Cod*, dated 2021, the Subject Site is located approximately 1-mile downgradient to plume CS-21, aka, chemical spill 21. The CS-21 groundwater plume is located in the southwest corner of JBCC and extends southwest into the Town of Falmouth. The contaminant of concern (COC) for the CS-21 groundwater plume is Trichloroethylene (TCE). TCE has an Environmental Protection Agency (EPA) Maximum Contaminant Level (MCL) of 5 µg/L. The CS-21 plume is currently in long-term remediation, with groundwater extraction, treatment and reinjection wells reportedly controlling and treating the plume (Figure 3.) The Subject Site is not located within the “PFOS/PFOA Reswell Outreach Boundary”, a delineated area in which the Air Force manages outreach for the sampling of potable private wells for perfluorooctane sulfonic acid (PFOS) and perfluorooctanoic acid (PFOA) compounds, colloquially, “forever” compounds; dissolved compounds which were typically present in firefighting foams and are strongly resistant to natural decay. The Subject Site is not occupied; however, municipal records indicate no public water supply has ever been available due to the lack of water main runs thereto. Evidence supports the Subject Site has utilized private wells (Figure 2) as the source for potable, washing, irrigation, and, fire suppression supplies.

9.0 DATA GAPS

Streamline Environmental Services, LLC was not able to ascertain records indicating the history of Fire Department use of fire-fighting foams. Clarification may be considered prudent relative to due diligence with regard to a more complete understanding of the potential use of fire-fighting foams used at the Subject Site and vicinity given apparent past use of private well water at the Subject Site, and, the current lack of municipal water available to the Subject Property.

Due to dense and thorny underbrush located throughout the underdeveloped portions of the Subject Site, these areas were unable to be directly, visually, inspected. Rather, the evaluation thereof for RECs was limited to aerial and topographic maps dating back to 2018, as well as, field and record searches with the local, state and federal regulatory agencies.

10.0 NON-SCOPE CONSIDERATIONS

Radon	According to the information provided by the EPA Map of Federal Radon Zones, the property is located in the Federal EPA Radon Zone 2 for Barnstable County, with average indoor air screening levels of radon ranging between 2 to 4 picocuries per liter of air.
Asbestos	Not evaluated.
PCBs in Building Materials	Not evaluated.
Lead-based Paint	Not evaluated.
Mold	Not evaluated.

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11.0 REFERENCES

1. Environmental Data Resources, Inc. (EDR):
 - a. The EDR Radius Map Report with GeoCheck®, Inquiry Number: 7509359.2s, dated November 30, 2023
 - b. The EDR Aerial Photo Decade Package, Inquiry Number: 7509359.8, dated December 1, 2023
 - c. The Certified Sanborn Map Report, Inquiry Number: 7509359.3, dated November 30, 2023
 - d. The EDR Historical Topo Map Report, Inquiry Number: 7509359.4, dated November 30, 2023
2. Town of Falmouth Public Health Department, Fire Department, Building Department, Conservation Commission and Assessors Office.
3. MassDEP Waste Site/Reportable Release Database Search (September 2022).
4. FEMA Flood Insurance Maps.
5. Google Earth Imagery.
6. MassGIS's Online Mapping Tool MassMapper.

12.0 QUALIFICATIONS OF ENVIRONMENTAL PROFESSIONALS

See Appendix F for SES resume.

3. Habitat Planting Strategy

Landscaping and Planting Approach

Most sites we work with are vacant and vegetated. Since trees are nearly always required to be cleared during the construction phase, our landscape approach is to begin to re-vegetate the site and individual lots as soon as is practical. We have selected from species that blend in with the area, hold the grade, add density fairly quickly and offer a range of height and breadth, as well as offer value to woodland fauna in terms of habitat and as a food source. Generally these species are hardy and we expect will adapt well to the soil and climate conditions at the site. Below you will find a short description of common planting choices.

TREES:



Northern Red Oak and Scrub Oak. Northern Oak is pictured. Northern oak (*Quercus Rubra L.*) provides good cover and nesting sites for a wide variety of birds and mammals. Acorns are eaten by a wide variety of mammals and birds. Trees can reach from 60 to 100'. Leaves are deciduous, with red fall foliage. Scrub Oak (*Quercus ilicifolia*) is a “shrubby” deciduous tree which can reach 20' but is usually smaller. Scrub oaks can form dense thickets for excellent screening and wildlife habitat.



White oak. *Quercus alba* is one of our most essential native trees because it is a keystone species and pivotal in the food chain being habitat for hundreds of caterpillars and other insects that feed our birds and other wildlife. It is a large tree that grow to 50 to 75 feet tall with rounded canopies. It has a large trunk, often 3 to 5 feet around.



River birch. *Betula nigra* is a native, perennial, deciduous tree grows up to 60' high. It has exfoliating bark and is fairly pest resistant. It will provide seeds for wildlife and sap especially for hummingbirds as well as nesting for a variety of wildlife.



Tulip poplar. *Liriodendron tulipifera* is a native, deciduous tree grows up to 90' high. Showy, yellow/orange flower. Attracts birds, including hummingbirds and bees.



Eastern Redbud. *Cercis canadensis* is a native, deciduous tree that grows 15 to 25' high. It has pink to red flowers that are very attractive to hummingbirds and honeybees and heart shaped leaves. It is a nitrogen-fixing plant so will be beneficial to any plant in its vicinity.



Tupelo/black gum. *Nyssa sylvatica* is a native deciduous tree grows up to 60' high. They have beautiful fall foliage tree. Attracts pollinators and birds that eat its fruit and seeds.



American Holly. *Ilex opaca* is a native, broadleaf evergreen that has dark green leaves and red berries. Found in forests, woodlands, and even coastal dune areas. Holly's can grow to be from 15-30'. Used in screening and buffers and highly beneficial to native wildlife.



American Persimmon. *Diospyros America* has fruit described as sweet as honey, harvested in the late fall after several frosts. Its leaves turn yellow and orange in autumn. Persimmons are generally free from pests and disease. They are tall trees 20-30 ft but can be pruned down to hedge height if desired.



Asian Pear. *Pyrus pyrifolia* produces copper-colored, rounded fruits that look like an apple but are crunchy like a pear. It has beautiful flowers in the spring that attract pollinators and the foliage turns a red or burgundy color in the fall. They do need consistent watering when in flower and fruit. The tree will reach 15'-20' at maturity and bear fruit within 3 years of planting.



Mulberry, black or red. *Morus rubra and nigra* two non-native trees which can produce copious amounts of fruit a few years after becoming established. Great source of food for wildlife and humans. Size depends on variety and can range from 8 ft to 30'.



Pawpaw. *Asimina triloba* the pawpaw is a small, deciduous tree that yields a large delicious fruit native to North America. It is in the magnolia family and has a conical shape with tropical like leaves. It's drought tolerant and deer resistant and relatively pest free. It is the only host plant for the zebra swallowtail butterfly.



Semi dwarf Peach. *Prunus persica* is a medium sized fruit tree that is covered with pink flowers early in the spring and fruits in mid-summer. They grow well in our climate and can be very productive. Weekly water is needed in the first 2 years until the tree becomes established.

Shrubs:



Bayberry. *Morella pensylvanica* is an upright shrub which is typically 5 to 8' in height. Flowers in spring, but best known for small blue-grey waxy fall fruit. Native to the east coast, it has adapted to many soils. The berries provide a key energy source for migrating swallows, and other birds. And because the leaves stay on the plant through much of the winter, they provide shelter for small animals and birds.



Beach Plum. *Prunus maritima* is a native, flowering, multi stem shrub that grows in a low spreading manner to form dense thickets, generally 3 to 8 feet tall. Spring flowers entice many pollinating insects, including wild bees. Late summer fruit is a good source of food for many mammals and birds alike. This suckering shrub creates a complex mass of roots which has a positive impact enhancing site stability.



Arrowwood Viburnum. *Viburnum dentatum*. A native, adaptable, multi stemmed shrub which grows generally 3-9' tall. It displays creamy white flowers, dark berries and colorful fall foliage. Can tolerate dry conditions and salt-exposed regions. It suckers from the base, is used for screening and attracts a variety of birds who feed on its berries.



Buttonbush. *Cephalanthus occidentalis* is a shrub 6'-12' tall and wide that enjoys moist soils. It's berry and leaves are a good source of food for native insects and other wildlife.



Blackhaw viburnum. *Viburnum prunifolium* is a large shrub getting 20 ft tall and wide often used as a native hedge or screen. It has white flower clusters in spring, and berries that turn blue-black in late summer feeding wildlife. It has dark green, foliage that turns red in autumn. Blackhaw is a keystone species in the Eastern temperate forest ecoregion.



Summersweet. *Clethera alnifolia* is also known as sweet pepperbush and is a deciduous shrub. It may grow to 5 to 10 feet and will spread into mounded clumps. It is native to eastern North America and a source of nectar to insects in mid-summer. It has a beautifully scented candle-shaped flower from white to pink that attracts hummingbirds and butterflies.



Hazelnut. *Corylus spp.* is a relatively carefree plant that is drought resistant once established. It is an excellent bush used extensively for hedgerows and buffers and will grow 12-15 ft tall and 10 ft wide. It will produce nuts that are edible for people and wildlife.



Cranberry Viburnum. *Viburnum trilobum* is a 10- 12 ft bush with white, flat top flowers that are followed by intense crimson red berries in late summer. In the fall it has reddish-purple foliage. The edible fruit may be used for jams, jellies and syrups. Also makes a great food source for wildlife and is carefree once established.



Elderberry. *Sambuca canadensis* grows well in the garden and is an excellent bush to grow to attract wildlife. The flowers and berries can be harvested for a variety of edible uses such as jams, wines, and pies and medicinal uses such as an effective and natural way to build immunity. It enjoys full sun or part shade. They are native to the area and well adapted to our soils etc. Berries should be eaten after cooking, not raw.



Fig. *Ficus carica*. Figs require a full sun location in a protected area, but will thrive and provide abundant fruit. It produces sweet, purplish brown figs with pink flesh that ripen in late summer. Chicago Hardy is one of the hardiest of its figs and is deer resistant.



Witch alder. *Fothergilla ssp.* a deciduous shrub provides year-round interest with early spring bottlebrush-like blooms that have a honey-like fragrance and is sought out by early pollinators. Within a few weeks the blue-green, leathery, oval leaves emerge and by fall the foliage is strikingly autumnal. It grows from 4 to 15 feet tall and nearly as wide depending on the variety chosen. The cultivar 'Blue Shadow' grows 3' to 5' tall.



Highbush Blueberry. *Vaccinium corymbosum* is a native fruiting shrub requiring highly acidic soil with a pH in the range of 4.8-5.5. When given full sun and watered regularly when flowering and fruiting, the bushes will fruit well. Netting is needed to keep the birds off of these highly prized fruits.



Inkberry. *Ilex glabra* has evergreen foliage and is a great choice for a landscape plant. It ranges in size from 4-6' in height and width depending on variety. It is a robust shrub that will tolerate salt and heavy, wet clay soils. Black fruit develops on female plants in autumn and feeds a variety of songbirds in the winter. Inkberry also does well as a foundation plant and in seasonally wet spots. Its flower nectar is an important source for bees.



Juneberry. *Amelanchier alnifolia* is a shrub that grows to a height of 8 ft and 7 ft wide. It provides three seasons of visual interest, with fragrant, white blossoms in spring that attract butterflies, juicy purple berries in summer which the birds love, and a dramatic autumn color. It is somewhat drought tolerant and requires no special care. Berries are edible for humans too.



Nanking Cherry - *Prunus tomentosa* is a bush cherry that is one of the first trees to flower in the early spring and is covered with pink-white flowers followed by plenty of scarlet fruit ripening in late June and early July. Sweet, slightly tart cherries are good for eating out of hand, or processing into pies and jams. It likes full sun and is relatively pest and disease free.



Nannyberry. *Viburnum lentago* is in the viburnum family is a native shrub, offering year-round interest in the landscape, from the showy white flowers in May to the burgundy autumn leaf color and dark blue berries. Often used in privacy screen or hedgerow, this shrub is very shade tolerant and grows larger in open sunny areas too. It grows 15'-20 feet tall.



Spicebush. *Lindera benzoin* is a versatile understory shrub whose leaves and twigs make a delicious tea. It's early spring yellow flowers are followed by red berries in summer and beautiful yellow foliage in the fall. You need at least one male plant among females to have fruit. It grows 6'-12' tall and just as wide. It is the larval host plant for Swallowtail butterflies.



Ninebark. *Physocarpus opulifolius* is named for its exfoliating brown to reddish bark as it matures the foliage is a deep merlot color that is complemented by small white flowers that dot nearly the entire plant., this shrub grows 4-6' tall. Bark provides very attractive winter interest. Ninebark tolerates a wide range of soils and are tolerant of drought. Full sun is best, but some shade can be appreciated in the hot summer months. Ninebark has few disease or insect issues.



Oakleaf hydrangea. *Hydrangea Quercifolia* is a slow growing shrub that can reach 6- 10'. Very hardy. Great winter interest due to form, persistent fruits and dried winter flowers. This is native to Southeastern US. Great winter interest due to form, persistent fruits and dried winter flowers.



Hydrangea, 'Limelight'. *Hydrangea paniculate* is a vigorous, upright growing deciduous shrub 6-8' tall with lovely oval dark leaves and conical flower panicles that are 6-8" long. As the flowers age they turn from white to lime to rose.



Silverberry. *Elaeagnus ebbingei* is a broadleaf-evergreen often used in hedges. It likes well drained soils and is drought resistant once established. It grows about 5 ft tall and has edible berries. It tolerates sun or partial shade.



Winterberry. *Ilex verticillata* is in the holly family and will reach over 7' tall and wide. There are dwarf cultivars available. It's a low maintenance border or hedge plant that tolerates pruning. It's leaves and flowers are a food source for butterflies, pollinators, and specialized bees while small mammals and songbirds enjoy the red berries in mid-winter.

Brambles



Red Raspberry. *Rubus ideaus* are one of the easiest fruits to grow and one of the quickest for people to harvest from their garden. Planted in spring a small harvest will be ready in the fall and in the following fall the patch will be very productive. Raspberries need full sun. They grow best in moderately acid to neutral soil, 5.5–6.5 pH. They like soil that is consistently moist but well drained.



Blackberry. *Rubus fruticosus* is native to North America, and are now available in thornless varieties, which makes picking easier. The plants will fruit in the first year, and within a few years can yield as much as 10–20 pounds of fruit per plant. Compared to fruit trees, that's a much quicker crop. They enjoy our native soils and other than watering during droughts are a carefree plant.

Groundcovers



American Cranberry. *Vaccinium macrocarpon* is a woody, low growing perennial vine native to our acidic Cape Cod soils. They like a pH of less than 5 so require some acidification of the soil when planted in a residential situation. Runners can be from 1 - 6 ft long with dark green, glossy leaves during the growing season and reddish brown during the dormant season. Bright red berries are ready to pick in the fall.



Bearberry. *Arctostaphylos uva-ursi* is a thick, evergreen groundcover. It is a long lived, native which grows well on Cape Cod. Rarely taller than 6 in., its trailing stems send out small roots and new shoots. The plant has evergreen broadleaf leaves with terminal clusters of white to pink urn shaped flowers in May and June. The fruit set in late summer will persist into winter. Songbirds and small animals will eat the fruit.



Wild strawberry. *Fragaria virginiana* is an excellent groundcover suitable for both sun and shade conditions. It does well in sandy soils and is a no fuss plant. There are small tasty fruits that develop, after a sweet white flower appears in spring, that can be enjoyed by the wildlife as well as humans.

Herbaceous Plants



Anise hyssop. *Agastache foeniculum* is a magnet for native and honey bees and will also be visited by butterflies, hummingbirds and moths. It enjoys full sun and lean, acids soils. It is drought-tolerant and likes well-drained soil and full sun or part shade so works in many garden situations.



Black eyed Susan. *Rudbeckia fulgida* is the perennial version of this plant. Is in the aster family and provides a sunny yellow flower in mid-summer that feeds many native insects. It grows in a clump that can be 3 ft tall. The plant likes lean native soils and is drought tolerant.



Blue false indigo. *Baptisia australis* is a nitrogen fixing plant that will support other plants nearby by supplying nitrogen through its roots. It is a large herb at 3 ft tall and can get 2-3 ft wide. It sports lupine-like flowers and blue-green foliage.



Catmint. *Nepeta x faassenii* grows in mounds of soft gray-green leaves covered with a haze of shimmering lavender-blue spike flowers. It flowers best in full sun and lean soils.



Blazing Star. *Liatris spicata* has dense “bottlebrush” purple flower wands, above fine grass-like foliage and blooms from July to September. It tolerates a broad range of growing conditions, but requires watering in drought periods. It likes full sun in well-drained fertile soil. It is native to this region.



Eastern purple coneflower. *Echinacea purpurea* is a popular perennial with smooth, 2-4 ft. stems and long-lasting and lavender flowers. Its leaves become small toward the top of the stem. It flowers on the top of the stem and has domed, purplish-brown, spiny centers and drooping, lavender rays. Goldfinches are particularly fond of the coneflower seeds in fall.



Foam Flower. *Tiarella cordifolia* is a perennial perfect for shady areas. It's low maintenance and native to our region. It has spikes of white or pink flowers and the plant grows up to 1' in height. It has green semi-glossy heart shaped leaves and reddish bronze leaves in autumn.



Golden Margarithes. *Anthemis tinctoria* is a daisy-like perennial that attracts several beneficial insects. It will bloom over most of the growing season is drought tolerant once established and likes lean soils.



Mountain Mint. *Pycnanthemum virginianum* attracts many beneficial insects over a long period of the summer. The leaves are very fragrant, and it makes an excellent tea that helps alleviate headaches. It has light green/silver foliage and nice in the garden even when it is not flowering. It can reach 4 ft tall so good in the back of a perennial bed.



Prairie Dropseed. *Sporobolus heterolepis* grows in 2' x 2' mounds of drooping fine green blades all summer and turns golden in the fall sporting seeds and cover to birds and small mammals. It is the host plant for several species of butterflies and moths.



Spotted Bee Balm. *Monarda punctata* is a pollinator magnet. Its aromatic and colorful, the lavender-pink and yellow petals are actually leafy bracts that surround the true flower. It prefers full sun and dry sandy soil.



Switchgrass. A valuable native grass which adapts well to many sites. And is used to stabilize soil in many applications, including sand dunes and other critical areas. This perennial bunch grass averages 3—5' tall. Switchgrass provides excellent cover for pheasants, and quails. It also provides food for many songbirds.

Notes regarding individual house lot plantings

We will offer a variety of plantings that will serve a few distinct values to the homeowner. Foundation plantings soften the integration to the surrounding natural site. These and other lot plantings help give a “finished” look to the individual lots-creating intimate spaces with plant and foliar interest around each home. Our intention is to give each homeowner a start to what will be their own, ongoing landscaping of the site. The offerings above are commonly offered plant choices, however there may be some deviation to accommodate homeowner preferences. We aim to provide in majority, hardy, drought resistant, well adapted plants suited for area conditions and to benefit pollinators.

As funding allows we also offer raised bed planting areas for brambles (cane fruit) and annual/perennial herb and vegetable cultivation.

Plant notes prepared by Habitat for Humanities, Director of Land Acquisition, from a variety of sources including, Natural Heritage & Endangered Species Program publications, USDA Natural Resources Conservation Service Plant Guides, Missouri Botanical Garden Species Guide and other Internet guides.

OPEN SESSION

BUSINESS

4. Discuss and consider approval of a letter to the Cape Cod Commission concerning a Conservation Restriction for 41, 59 and 48 Theater Drive and 0 Boxberry Hill Road



AGENDA ITEM SUMMARY SHEET

ITEM NUMBER: Business 4.

ITEM TITLE: Discuss and consider the approval of a letter to the Cape Cod Commission concerning a Conservation Restriction for 41, 59 and 48 Theater Drive and 0 Boxberry Hill Rd.

MEETING DATE: 2/24/2025

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

SUBMITTED BY: Maura O'Keefe, Town Counsel

ATTACHMENTS: Proposed draft letter to the Cape Cod Commission

PURPOSE:

In its ongoing review of the large-scale ground mounted solar array project at the Cape Cod Country Club, the Cape Cod Commission is seeking assurances about the proposed Conservation Restrictions at the location. In order to assist the CCC with their review, the Applicant has requested that the Select Board submit a letter briefly stating that the Town will seek a conservation restriction and that acquiring the restriction is achievable.

BACKGROUND/SUMMARY:

- The proposed project presents some unique challenges to securing conservation restrictions at the property. At present, only some portions of the property are proposed to have permanent restrictions, and other portions of the property will be dedicated, instead, for municipal purposes in the hope that some of the land may be used for affordable housing at the end of the life cycle for the solar array.

- Subdividing the property to accommodate various land dedications and restrictions presents its own challenges for dimensional requirements under the Town's zoning code.
- Ensuring that the Town achieves its goals of placing conservation restrictions on some portions of the land, allowing other portions to be used for municipal purposes, while keeping the parcels in common ownership presents some unique legal challenges.
- Town Counsel and counsel for the applicant, working closely with the Land Court, are confident that this project can move forward in a way that satisfies the needs and objectives of all.
- The Cape Cod Commission is seeking some assurance that there are no impediments to securing the conservation restrictions that have been proposed with this project. Town Counsel has drafted a proposed letter to that effect for approval.

DEPARTMENT RECOMMENDATION:

Town Counsel recommends that the Select Board submit a letter to the Cape Cod Commission relaying that the stated conservation goals are achievable.

OPTIONS:

- Motion to approve sending a letter to the Cape Cod Commission concerning a Conservation Restriction for 41, 59 and 48 Theater Drive and 0 Boxberry Hill Rd. as presented.
- Motion to deny sending a letter to the Cape Cod Commission concerning a Conservation Restriction for 41, 59 and 48 Theater Drive and 0 Boxberry Hill Rd.
- Motion to approve sending a letter to the Cape Cod Commission concerning a Conservation Restriction for 41, 59 and 48 Theater Drive and 0 Boxberry Hill Rd. with suggested edits.

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 sending a letter to the Cape Cod Commission concerning a Conservation Restriction for 41, 59 and 48 Theater Drive and 0 Boxberry Hill Rd. relaying that the stated conservation goals are achievable.

Michael Renshaw

Town Manager

2/18/2025

Date

February 24, 2025

Kristy Senatori
Executive Director
Cape Cod Commission
3225 Main Street
Barnstable MA 02630

RE: Proposed Large-Scale Ground Mounted Solar Photovoltaic Installation at 41, 59 and 48
Theatre Drive and 0 Boxberry Hill Road, Falmouth

Dear Ms. Senatori:

The Town of Falmouth Select Board has previously submitted a letter of support in connection with the application submitted by ASD Cape Cod Holdings LLC (AKA PureSky Energy formerly AMP Energy) for the solar project referenced above. The Board continues to support this project and now offers additional details concerning the proposed conservation restrictions.

In its ongoing discussions with the applicants, the Town remains committed to preserving a portion of the land for conservation purposes. While there are unique challenges to securing a permanent conservation restriction at this location, the Select Board has been informed and wishes to convey that the Town and the applicant are confident that the proposed conservation goals can be achieved in a way that will benefit all.

Please contact Town Manager Mike Renshaw should you have any questions concerning this matter.

Thank you for your consideration.

Sincerely,

Nancy Robbins Taylor, Chair
Falmouth Select Board

OPEN SESSION

BUSINESS

5. Vote article recommendations for the April 2025 Annual Town Meeting



AGENDA ITEM SUMMARY SHEET

ITEM NUMBER: Business 5.

ITEM TITLE: Vote article recommendations for the April 2025 Annual Town Meeting

MEETING DATE: 2/24/2025

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

SUBMITTED BY: Mike Renshaw, Town Manager

ATTACHMENTS: Selected Warrant Articles with draft recommendations and explanations

PURPOSE:

The Select Board is asked to vote recommendations for articles that fall under its purview.

BACKGROUND/SUMMARY:

- There are eight (8) articles for which the Select Board will submit the formal recommendation to Town Meeting; these recommendations will be printed in the Town Meeting warrant book distributed to all Town Meeting members.
- The Finance Committee submits recommendations for financial articles, the Planning Board submits recommendations for zoning articles, and the Community Preservation Committee submits recommendations for funding from the Community Preservation fund.
- The eight articles falling under the purview of the Select Board to be included in the April 2025 Town Meeting warrant are Articles 4, 19, 20, 21, 39, 40, 41, and 42.

- Included in your meeting packet are draft recommendations and explanations prepared by staff for all eight of these articles, subject to Select Board discussion and approval. These recommendations and explanations can be amended based on input received from the Board during this meeting.
- The recommendations must be voted by the Select Board in order to be printed and submitted to Town Meeting.
- The wording of the explanations may be refined and updated by staff without a Select Board vote after this meeting.
- The Town Meeting warrant book is scheduled to be sent to the printer on March 3rd which makes this the Select Board's last meeting to vote its recommendations.

DEPARTMENT RECOMMENDATION:

The Town Manager recommends approval of the April 2025 Town Meeting article recommendations as submitted.

OPTIONS:

- Motion to approve the April 2025 Annual Town Meeting article recommendations as submitted.
- Motion to approve the April 2025 Annual Town Meeting article recommendations as amended by the Select Board.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

FINANCE DIRECTOR COMMENTS (IF APPLICABLE):

N/A

TOWN MANAGER COMMENTS:

The Town Manager recommends approval of the April 2025 Annual Town Meeting article recommendations as submitted.

Michael Renshaw

Town Manager

2/18/2025

Date

ANNUAL TOWN MEETING
April 7, 2024
Select Board Article Recommendations

ARTICLE 4: To see if the Town will vote to amend the Town’s Position Classification Plan. Or do or take any other action on the matter. On request of the Select Board.

RECOMMENDATION (Select Board): To see if the Town will vote to amend the Town’s Position Classification Plan as follows:

Technical, Administrative, Management (TAM) Position	Existing Grade	Existing Pay Range		New Grade	New Pay Range	
Deputy Building Commissioner	NA	NA	NA	A-13	\$38.47	\$48.67
Community Development Director	NA	NA	NA	M-11	\$54.66	\$70.00
Electrical Inspector	A-11	\$33.61	\$42.52	A-12	\$35.95	\$45.50
Plumbing and Gas Inspector	A-11	\$33.61	\$42.52	A-12	\$35.95	\$45.50
Local Inspector (Building)	A-11	\$33.61	\$42.52	A-12	\$35.95	\$45.50

EXPLANATION: The Town Manager seeks to add two new positions and reclassify three positions.

Deputy Building Commissioner: This new position is needed to provide support to the Building Commissioner in the oversight of the Building office and to create a succession plan for the Building Commissioner position. The Deputy Building Commissioner duties include those of the Assistant Zoning Compliance Officer. The budget for FY2026 does not include funding for an additional position. It is anticipated the new position will be filled via an internal promotion.

Community Development Director: This new position is needed to provide better coordination and oversight of the talented staff in the Building, Conservation, Health, Planning and Zoning offices as well as Housing and Geographic Information Systems. The Community Development Director job description will include the duties of the Town Planner. The budget for FY2026 does not include funding for an additional position. It is anticipated that this position will be filled via an internal promotion. This change in reporting structure will reduce the number of employees the Town Manager directly supervises from 16 to a more manageable 12.

Reclassifications: The Town has had difficulty retaining and recruiting for these three inspector positions. It is hoped that moving the Local Inspector (i.e. building inspections) Electrical Inspector, and Plumbing and Gas Inspector positions up one grade will improve our ability to attract qualified staff for these positions. This move will also place these inspectors at the same level as the Town Electrician whose work is inspected by the Electrical Inspector.

ARTICLE 19: To see if the Town will vote to amend Chapter 191 - Solid Waste - of the Code of Falmouth, by adding a section "Prohibition of the sale and release of balloons inflated with lighter-than-air gas":

Purpose and Intent:

To prohibit both the sale and release of balloons inflated with lighter-than-air gas in the town of Falmouth. Balloons inflated with lighter-than-air gas, when released intentionally or accidentally, can cause environmental hazards such as marine entanglement and strangulation, or pollution of the land and waterways. The coating on some balloons can cause electrical fires if they contact power lines. Additionally, the use of helium to inflate these balloons is a wasteful consumption of a non-renewable resource.

SECTION 1. Definitions

Plastic balloon: balloon containing a seam made of inelastic plastic (such as biaxially oriented PET film) allowing them to be printed with designs that are not distorted by inflation.

Latex balloon: balloon made from synthetic latex, rubber, or polychloroprene.

Mylar balloon: balloon that is made of polyethylene terephthalate (PET), a thin, shiny, and reflective plastic film that is coated with metal foil such as aluminum.

Lighter-than-air-gas: a gas that has a lower density than the surrounding air, causing it to naturally rise and float.

Helium: an odorless, colorless, non-toxic, inert gas which is the lightest member of the noble gas series.

SECTION 2. Use regulations:

It shall be unlawful to sell or distribute any type of balloon (including, and not limited to, plastic, latex, or Mylar balloons) inflated with any lighter-than-air gas (including, and not limited to, helium gas). Further, no person shall release, intentionally or accidentally, or cause to be released into the air any balloon(s) inflated with any lighter-than-air gas. Launching or operation of lighter-than-air aircraft or the launching of balloons inflated with lighter-than-air gas by government agencies or scientific organizations is allowed.

SECTION 3. Effective Date:

Except as provided herein, the prohibition of the sale or release of balloons inflated with lighter-than-air gas by all establishments and parties shall be phased in before January 1, 2026.

SECTION 4. Administration and Enforcement:

This article may be enforced through any lawful means in law or in equity, including, but not limited to, noncriminal disposition pursuant to MGL c. 40, § 21D and appropriate chapter of the Town's General By-laws. If noncriminal disposition is elected, then any establishment or person(s) which violates any provision of this article shall be subject to the following penalties:

1. First offense: fine of fifty dollars (\$50).
2. Second offense: fine of one hundred dollars (\$100).
3. Third and subsequent offense: fine of two hundred dollars (\$200).

Subsequent offenses shall be determined as offenses occurring within two (2) years of the date of the first noticed offense. Each day or portion thereof shall constitute a separate offense. If more than one (1), each condition violated shall constitute a separate offense. On petition of Christopher McGuire.

RECOMMENDATION (Select Board): That the Town vote Article 19 as printed.

EXPLANATION: The purpose of this bylaw is to reduce the number of "lighter than air" balloons that litter the environment after intentional or unintentional release. The petitioner points out that balloon debris, including the attached string or ribbons, are particularly harmful to marine life and birds. Similar bans have been approved in California, Connecticut, Florida, Tennessee and Virginia. Several Massachusetts towns have also banned the sale of lighter than air balloons including Harwich, Nantucket, and Provincetown. Helium is a non-renewable element extracted from natural gas which is used for a variety of commercial and medical purposes which are arguably more important than balloons.

ARTICLE 20: To see if the town will vote to accept the provisions of Chapter 59, Section 5, Clause Twenty-second J of the General Laws, which authorizes an annual increase in the amount of the exemption granted under General Laws Chapter 59, Section 5, Clause 22, Clause 22A, Clause 22B, Clause 22C, Clause 22E and Clause 22F by 100% of the personal exemption amount, subject to the conditions in Clause 22J, to be effective for applicable exemptions granted beginning July 1, 2025. Or do or take any other action on the matter. On request of the Select Board.

RECOMMENDATION (Select Board): That the Town vote Article 20 as printed.

EXPLANATION: An Act Honoring, Empowering and Recognizing Our Servicemembers and Veterans (“HERO” Act), adopted by the Commonwealth in 2024, creates a new local option that municipalities may adopt to increase the real estate tax exemption amounts available to certain veterans. This article would increase the amount of the tax exemption granted to eligible veterans on their domiciles under existing exemptions Clause 22, Clause 22A, Clause 22B, Clause 22C, Clause 22E and Clause 22F. The exemption amounts under the aforementioned clauses range from \$400 per household to \$1,500. The impact of this article would be to double these exemption amounts. The cumulative total of real estate tax exemptions the Town granted to veterans last year was \$76,369. The additional revenue foregone in FY2026 due to doubling these exemptions can be absorbed within the budget as presented by the Town Manager.

ARTICLE 21: To see if the Town will vote to authorize the Select Board to lease certain portions of land or buildings owned by the Town as further described below for the installation of solar photovoltaic energy facilities and supplying solar energy, for a term up to thirty (30) years, on terms acceptable to the Select Board, and on such other terms and conditions and for such consideration as the Select Board deems appropriate; and to authorize the Select Board to enter into such leases and to grant such access, utility, and other easements in, on and under said land as may be necessary or convenient to construct, operate and maintain such solar photovoltaic energy facilities and supply solar energy, and to authorize the Select Board to take any actions and execute any documents necessary to accomplish the foregoing; and further to authorize the Town Manager/School Superintendent to enter into any power purchase agreements with any lessee of such property to purchase all or a portion of the electricity produced. Or do or take any other action on the matter. On request of the Select Board.

RECOMMENDATION (Select Board): That the Town vote to authorize the Select Board to lease portions of the following town-owned parcels for a term of up to 30 years for the purposes of this article.

Line #	Parcel Identification	Site Description	Street Address
1	05 02 019 000	North Falmouth Elementary – Carport Canopy	62 Old Main Rd
2	26 01 003 000	Falmouth High School - Carport Canopy	874 Gifford St
3	16 03 007 001	Crooked Pond (Coonamessett Well) Rooftop	50 Twin Oaks Dr
4	39 21 001 000	Recreation Center/Gus Canty Rooftop	744 Main St
5	02A 12 006 000	North Falmouth Library Rooftop	6 Chester St

EXPLANATION: This article authorizes the Select Board to enter into lease agreements with solar vendors for a term of up to 30 years. The specific terms of the lease will be determined by the Town Manager and subject to Select Board approval. The Town is actively pursuing opportunities to implement solar photovoltaic (PV) installations. The listed sites have been evaluated and are expected to deliver

cost savings to the Town. Complex variables impact the viability of each solar project moving forward. Financial incentive programs may change, thus projects listed above will undergo additional analyses before contracts are executed. The power purchase agreements with solar vendors will be negotiated to avoid the up-front cost of purchasing and installing the solar systems and to assign to the vendor responsibility for monitoring, maintaining and repairing the solar installation. In order to make such an agreement financially viable, a long-term agreement is required.

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

ARTICLE 39: To see if the Town will vote to authorize the Select Board to accept from Margaret Scharff Dimmock and Barbara Dimmock Collins, as Trustees of the Richard Hobart Dimmock 2004 Trust and as Trustees of the Margaret Scharff Dimmock 2004 Trust, a gift of land shown as a portion of 0 Hatchville Road, also described as Assessor's Parcel ID 21-06-011-000A, comprising approximately 7,968 sq.ft., which parcel abuts land owned by the Town of Falmouth Conservation Commission. Said land to be under the jurisdiction of the Conservation Commission for conservation purposes. Or do or take any other action on this matter. On request of the Select Board.

RECOMMENDATION (Select Board): That the Town vote Article 39 as printed.

EXPLANATION: This donation of a small piece of land (less than 1/5th of an acre) is being offered by the owners to facilitate work on the Upper Coonamessett River restoration project. The Town requires access to this privately owned land in order to carry out wetland restoration work. The Town initially suggested an easement but the owners prefer to donate the land to the Town. The land will be placed under the jurisdiction of the Conservation Commission. The location of the land in question is on the east side of the river between Turner Rd and Hatchville Rd as shown in an exhibit in the back of the warrant book. This river restoration project has already been funded by two large grants from U.S. Fish and Wildlife and from National Oceanic and Atmospheric Administration (NOAA), with a smaller portion (\$200,000) coming from Community Preservation funds.

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

ARTICLE 40: To see if the Town will vote to authorize the Select Board to petition the General Court for a special act to amend the Falmouth Charter to establish the Falmouth Licensing Commission, said Licensing Commission to be the local licensing authority for the Town of Falmouth with the power to issue, suspend, modify, cancel or revoke licenses to sell alcohol pursuant to chapter 138 of the General Laws, entertainment licenses pursuant to chapter 140 of the General Laws, and any other licenses deemed appropriate and desirable by the Select Board; and further, said Licensing Commission to be empowered to enforce all relevant laws within their jurisdiction and to promulgate regulations to further their purpose; provided, that the Legislature may reasonably vary the form and substance of the requested legislation within the scope of the general objectives of this petition. Or do or take any other action on the matter. On request of the Select Board.

RECOMMENDATION (Select Board): That the Town vote Article 40 as printed.

EXPLANATION: This Article would authorize the Select Board to draft and submit a home rule petition article to amend the Falmouth Town Charter to establish the Falmouth Licensing Commission. The Commission would be tasked with the issuance of all licenses to sell alcohol and all common victualler licenses for restaurants throughout the Town. The Commission would be charged with enforcement of the laws and regulations pertaining to such licenses. The Commission would be comprised of members appointed by the Select Board. Additional licensing responsibilities could be added either through the petition or by the enactment of a bylaw by Town Meeting, or both. The purpose of the creation of the Commission is to alleviate the administrative and regulatory burden of the work of the Select Board related to the issuance of such licenses.

ARTICLE 41: To see if the Town will authorize the Select Board to lease land in the Falmouth Village area for municipal parking purposes, which land shall be determined and selected by solicitation of

proposals in accordance with M.G.L. c. 30B § 16, for such a term as allowed by law and upon such conditions as the Select Board deems appropriate; and further to appropriate a sum of money for the purpose of entering into such lease or leases, and any other costs incidental and related thereto, and to determine how the same shall be raised and by whom expended. Or do or take any other action on the matter. On request of the Select Board.

RECOMMENDATION (Select Board): That the Town vote Article 41 as printed.

EXPLANATION: This article authorizes the Select Board to lease property for parking in the downtown area. If approved, the Town Manager will issue a request for proposals (RFP) to solicit competitive proposals from property owners within walking distance of Falmouth Village. The Town has previously leased parking from the Martha's Vineyard Bank behind 84 Main Street with access from Katherine Lee Bates Road.

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

ARTICLE 42: To see if the Town will vote to authorize the Select Board to accept a gift of an access easement on a parcel of land owned by The Church of the Messiah, Woods Hole, Massachusetts by deed recorded with the Barnstable County Registry of Deeds at Book 1191, Page 178, known as 16 Church Street, being shown as Assessor's Parcel ID 51 02 014 000, said easement to be used for access purposes over said parcel to and from the Shining Sea Bikeway; and further to appropriate a sum of money for costs incidental and related thereto, said sum to be expended under the jurisdiction of the Select Board which shall have the authority to enter into any agreements and execute any instruments as may be necessary on behalf of the Town to effect the purposes of this article. Or do or take any other action on the matter. On request of the Select Board.

RECOMMENDATION (Select Board): That the Town vote Article 42 as printed.

EXPLANATION: This article is a companion to article 26 which provides funding to construct a designated and safe access path to the Shining Sea Bike Path from Church Street through the Church of the Messiah property. This article grants the Town an access easement which allows the public to use the access path constructed under article 26. There are no funds appropriated under this article. Any incidental expenses will be paid from operating budget funds.
Approval of this Article requires a 2/3 Town Meeting vote.

Grade	Position Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
M-07	Assistant Human Resources Director	\$ 43.18	\$ 44.65	\$ 46.17	\$ 47.74	\$ 49.36	\$ 51.04	\$ 52.78	\$ 54.57	\$ 56.43	\$ 58.35
	Clinical Social Worker	\$ 89,814.40	\$ 92,872.00	\$ 96,033.60	\$ 99,299.20	\$ 102,668.80	\$ 106,163.20	\$ 109,782.40	\$ 113,505.60	\$ 117,374.40	\$ 121,368.00
	GIS Specialist										
	IT Systems Analyst										
	Police Social Worker										
M-06	Assistant Town Planner	\$ 41.14	\$ 42.54	\$ 43.99	\$ 45.49	\$ 47.04	\$ 48.64	\$ 50.29	\$ 52.00	\$ 53.77	\$ 55.60
	Business Systems Manager	\$ 85,571.20	\$ 88,483.20	\$ 91,499.20	\$ 94,619.20	\$ 97,843.20	\$ 101,171.20	\$ 104,603.20	\$ 108,160.00	\$ 111,841.60	\$ 115,648.00
	Community Development Planner										
	IT Systems Administrator										
	Outreach Coordinator - Senior Services										
M-05	IT Support Specialist II	\$ 39.21	\$ 40.54	\$ 41.92	\$ 43.35	\$ 44.82	\$ 46.34	\$ 47.92	\$ 49.55	\$ 51.23	\$ 52.97
	Office Manager to the Town Manager and Select Board										
M-04	Administrative Assistant to the Fire Chief	\$ 34.09	\$ 35.25	\$ 36.45	\$ 37.69	\$ 38.97	\$ 40.29	\$ 41.66	\$ 43.08	\$ 44.54	\$ 46.05
	Administrative Assistant to the Police Chief										
	Benefits Administrator										
	Paralegal/Administrative Assistant to Town Counsel's Office										
M-03	Administrative Assistant to the Town Manager	\$ 29.61	\$ 30.62	\$ 31.66	\$ 32.74	\$ 33.85	\$ 35.00	\$ 36.19	\$ 37.42	\$ 38.69	\$ 40.01
	Human Resources Assistant										
	IT Support Specialist I										
	Solid Waste Coordinator										
M-02		\$ 25.79	\$ 26.67	\$ 27.58	\$ 28.52	\$ 29.49	\$ 30.49	\$ 31.53	\$ 32.60	\$ 33.71	\$ 34.86
M-01		\$ 22.38	\$ 23.14	\$ 23.93	\$ 24.74	\$ 25.58	\$ 26.45	\$ 27.35	\$ 28.28	\$ 29.24	\$ 30.23

Town of Falmouth
FY25 AFSCME Unit A Salary Table with Proposed Positions and Reclassifications in Bold
Effective in the July 18, 2024 Paycheck

Grade	Position Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
A-13	Deputy Building Commissioner	\$ 38.47	\$ 40.01	\$ 41.61	\$ 43.27	\$ 45.00	\$ 46.80	\$ 48.67
	Staff Engineer							
A-12	Assistant Assessor	\$ 35.95	\$ 37.39	\$ 38.89	\$ 40.45	\$ 42.07	\$ 43.75	\$ 45.50
	Electrical Inspector							
	IT Technician - Public Safety							
	Local Inspector							
	Plumbing and Gas Inspector							
	Town Electrician							
A-11	Assistant Health Agent	\$ 33.61	\$ 34.95	\$ 36.35	\$ 37.80	\$ 39.31	\$ 40.88	\$ 42.52
A-10	Assistant Collector	\$ 31.41	\$ 32.67	\$ 33.98	\$ 35.34	\$ 36.75	\$ 38.22	\$ 39.75
	Assistant to the Treasurer and Finance Director							
	Assistant Town Accountant							
	Assistant Town Clerk							
	Civil Engineering Technician							
	Field Supervisor - NRO							
A-09	Administrative Assistant	\$ 29.36	\$ 30.53	\$ 31.75	\$ 33.02	\$ 34.34	\$ 35.71	\$ 37.14
	Assistant Recreation Director							
	Assistant Zoning Compliance Agent							
	Carpenter/Crew Leader							
	Conservation Agent							
	Conservation/MES Technician							
	Construction Inspector							
	Data Collector							
	Engineering Technician							
	Facilities Working Foreman							
	Health Inspector							
	Marine Fisheries Biologist							
	Natural Resource Officer							
	Payroll Coordinator							
	Property Lister							
A-08	Principal Office Assistant	\$ 27.43	\$ 28.53	\$ 29.67	\$ 30.86	\$ 32.09	\$ 33.37	\$ 34.70
	Principal Office Assistant/Billing Coordinator							
	Recreation Program Administrator for Enrichment and Special Events							
	Recreation Program Administrator for Sports Programming							
	Senior Animal Control Officer							
	Senior Services Program Coordinator							
A-07	Administrative Clerk	\$ 25.65	\$ 26.68	\$ 27.75	\$ 28.86	\$ 30.01	\$ 31.21	\$ 32.46
	Animal Control Officer							
	Office Assistant (Part-Time)							
A-06	Custodian	\$ 23.96	\$ 24.92	\$ 25.92	\$ 26.96	\$ 28.04	\$ 29.16	\$ 30.33
	MES Maintenance Worker							
	Senior Services Van Driver							
A-05	Senior Services Receptionist	\$ 22.39	\$ 23.29	\$ 24.22	\$ 25.19	\$ 26.20	\$ 27.25	\$ 28.34
	Town Hall Receptionist							
A-04	Meter Mechanic	\$ 20.92	\$ 21.76	\$ 22.63	\$ 23.54	\$ 24.48	\$ 25.46	\$ 26.48
	Parking Control Representative							
A-03		\$ 19.57	\$ 20.35	\$ 21.16	\$ 22.01	\$ 22.89	\$ 23.81	\$ 24.76
A-02		\$ 18.27	\$ 19.00	\$ 19.76	\$ 20.55	\$ 21.37	\$ 22.22	\$ 23.11
A-01		\$ 17.08	\$ 17.76	\$ 18.47	\$ 19.21	\$ 19.98	\$ 20.78	\$ 21.61

OPEN SESSION

BUSINESS

6. Update and discuss non-compliant soils at John Neill baseball fields



AGENDA ITEM SUMMARY SHEET

ITEM NUMBER: Business 6.

ITEM TITLE: Update and discuss the non-compliant soils at the John Neill baseball fields

MEETING DATE: 2/24/2025

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

SUBMITTED BY: Mike Renshaw, Town Manager and Peter McConarty, Director of Public Works

ATTACHMENTS: John Neill Ball Field Risk Assessment Summary and Full Report prepared by Licensed Site Professional (LSP) Arcadis

PURPOSE:

The Town Manager and Director of Public Works will provide an update to the Select Board concerning the discovery of non-compliant soils at the John Neill Baseball Field facility and discuss next steps concerning the work of the consultant Licensed Site Professional (LSP) in the ongoing investigation of the site and future remediation in accordance with the Massachusetts Contingency Plan.

BACKGROUND/SUMMARY:

- During recent construction and installation of lighting at the John Neill Baseball Fields by contractor CDM Smith, unsuitable fill material with glass and metal debris was observed in the soil as a result of excavating some of the lighting foundations and accessories.

- The removed fill material was stockpiled and covered with plastic.
- To determine how to properly dispose of this material, the Town retained a Licensed Site Professional (LSP) to inspect and analyze the fill material.
- The stockpile was inspected with a backhoe and soil samples were collected and submitted to a laboratory for analysis of the Massachusetts Landfill disposal parameters. During the sampling event the material was observed to contain broken glass, bottles and metal.
- Further investigation into the source of the material was made and records at the Falmouth Historical Society indicate that the area of the Baseball Fields was used to receive household trash and municipal waste in the 1940s and 1950s.
- Currently there is an ongoing investigation to identify possible compounds or chemicals that may be present in the soil remaining on the ballfields that could present a risk for continued use of the fields. As part of the investigation, 14 soil borings were completed in the fields and samples from the topsoil and underlying material were collected and submitted to a laboratory for analysis of metals, polychlorinated biphenyls (PCBs), Volatile Organic Compounds, and Petroleum Products.
- The laboratory reported concentrations of these compounds were compared to the Massachusetts Contingency Plan (MCP; 310 CMR 40.0000) reportable concentrations (RCS-1) established for residential land use or other locations where children are present on an ongoing basis.
- Reported concentrations of Lead, Arsenic, Zinc and PCBs were greater than the RCS-1. The exceedances require notification to MassDEP within 120 days.
- After notification to MassDEP, the former landfill site will be further investigated and managed under the MCP to be eventually closed with a permanent remediation solution.
- The safety of the public remains the Town's primary focus. Upon learning of the non-compliant soils, the ball fields were closed to the public in early January and access to the facility was secured.

- The Department of Public Works is working with our LSP to have the stockpiled soil properly removed and disposed of at an off-site permitted facility.
- The LSP is currently conducting a geophysical survey of the area in order to delineate the limits of the landfill site, and the results of this survey will be available in early March.
- Based on the results of the geophysical survey, additional soil borings and monitoring wells are planned to be completed on or about March 11 and March 12.
- Staff are currently working with the LSP to explore site remediation options, to include rough cost projection estimates for both the full remediation of all three fields and completing the previously planned field and facility improvements.
- Although the Risk Assessment report recently completed by the LSP indicates that concentrations of lead discovered within two of the three fields do not exceed the Massachusetts Department of Environmental Protection health risk-based soil standard for lead of 200 ppm, a decision to maintain use of two fields while remediating the third is very problematic.

DEPARTMENT RECOMMENDATION:

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

OPTIONS:

N/A

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

FINANCE DIRECTOR COMMENTS (IF APPLICABLE):

N/A

TOWN MANAGER COMMENTS:

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

Michael Renshaw

Town Manager

2/20/2025

Date

Summary of the Risk Assessment and Status Report for Trotting Park Baseball Fields

Arcadis U.S., Inc.
101 Federal Street
Suite 1900
Boston
Massachusetts 02110
Phone: 617 849 9400
www.arcadis.com

In February 2025, Arcadis U.S., Inc. prepared a risk assessment for the Town of Falmouth as part of the ongoing environmental investigation of the former Gifford Street landfill, the current location of three baseball fields. The analysis of five topsoil samples collected from up to six inches beneath turf from Field 1 detected lead at approximately 600 parts per million (ppm¹). This concentration of lead detected in topsoil on Field 1 could pose an unacceptable risk to young children if repeated contact with soil beneath the existing turf was allowed.

The highest concentration of lead in four topsoil samples from Field 2 was 190 ppm, and 45 ppm in four topsoil samples from Field 3. The concentrations of lead on Fields 2 and 3 do not exceed the Massachusetts Department of Environmental Protection health risk-based soil standard for lead of 200 ppm (“MassDEP S-1 soil standard”) and therefore do not pose a risk to health for children contacting lead in topsoil on these fields.

Beneath the turf and topsoil the underlying landfill material had significantly higher concentrations of lead and other constituents including antimony, arsenic, PCBs, and zinc at concentrations greater than their respective MassDEP S-1 soil standards. The maximum lead concentrations in deeper soil from 0.5 to 5 feet below turf on Field 1 (1,610 ppm), Field 2 (1,710 ppm) and Field 3 (755 ppm) are greater than the S-1 soil standard and S-2/S-3 soil standard of 600 ppm that can be used to evaluate adult worker exposures. The antimony concentration in deeper soil on Field 1 is greater than the MassDEP soil standards.

Arcadis conducted an Imminent Hazard Evaluation to evaluate if current site conditions pose an Imminent Hazard in the short-term to safety, health, or the environment. From this evaluation, an Imminent Hazard to safety and health were identified. Specifically:

- Exposed landfill waste material observed along the walking paths between the fields could pose a safety risk under current conditions and should be addressed to mitigate risks from physical hazards.
- Using the MassDEP *Shortform for Imminent Hazards* to provide numerical estimates of potential risk associated with recreators’ presumed contact with the constituents detected in surface soil samples collected from the ballfields, the maximum concentration of lead in topsoil on Field 1 could pose an Imminent Hazard to health if young children’s access to this location is not restricted. The concentrations of lead and other constituents in topsoil on Fields 2 and 3 do not pose an Imminent Hazard to health based on the comparison of the Shortform numerical risk estimates to regulatory limits for evaluating Imminent Hazards to health established in the Massachusetts Contingency Plan (MCP; 310 CMR 40.0000).

Arcadis also conducted a cumulative risk assessment to evaluate if site conditions pose a Significant Risk to health in the long-term. Using the MassDEP *Shortform for Method 3 Risk Assessment for Park Visitor Exposed to Chemicals in Soil*, numerical estimates of potential risk associated with young children as recreators’ contacting the constituents detected in topsoil and deeper soil samples collected from the ballfields were generated and compared to the MCP regulatory limits for evaluating Significant Risk to health. The concentration of lead on the three fields (and antimony on Field 1) in the material from 0.5 to 5 feet below the topsoil indicates a potential Significant Risk in the long-term from repeated exposure, if that exposure occurs as assumed in the Shortform.

¹ Reported as milligrams per kilogram (mg/kg)

Recommendations

Based on data collected to date, Arcadis made the following specific recommendations regarding use of Fields 1, 2 and 3.

- The topsoil samples from Field 1 contain concentrations of lead that indicate a short-term risk from repeated exposure. Arcadis recommends that this field be closed and not used for recreational purposes until a remedy can be implemented. The concentrations of constituents in the material below the topsoil also indicates a long-term risk from repeated exposure. A possible remedy is to place 2 to 3 feet of clean cover over a geotextile membrane over the landfill material and provide notice of the requirements to maintain the cover through an Activity and Use Limitation (AUL). The AUL would restrict exposing the underlying landfill material without the proper safety precautions and a soil management plan prepared by a Licensed Site Professional (LSP).
- The topsoil samples from Fields 2 and 3 did not contain concentrations of lead that indicate a short-term risk from repeated exposure. However, the concentration of lead in the material below the topsoil indicates a potential long-term risk from repeated exposure. On these fields, the topsoil was approximately six inches thick with an established grass layer approximately two inches thick. The topsoil and grass layer will reduce exposure to the underlying landfill material. However, the landfill material immediately below the topsoil presents a potential long-term risk. Under the MCP, the top three feet of soil are considered accessible and must meet the S-1 standards or show No Significant Risk from long-term exposure under current and future land uses. Otherwise, an AUL would be required to restrict access to soils from 0 to 3 feet.
- The current topsoil layer on Field 2 and 3 is not of sufficient thickness to be considered an adequate prevention of exposure to underlying landfill material for the long term. Arcadis recommends use of Fields 2 and 3 for recreation only be allowed for the next 12 months. The fields should be maintained during this time and no excavation or exposure of the subsurface soil should be done without the proper safety precautions, health and safety plan and soil management plan prepared by an LSP.
- Fields 2 and 3 should be inspected before the start of the playing season and periodically inspected to ensure the grass cover is intact and no landfill material is exposed.
- The pathways between Fields 1 and 2 had landfill material (broken glass) at the surface. To mitigate an Imminent Hazard to Safety, a temporary measure for this area should be to cover the pathways with geotextile material and have clean cover placed over the geotextile to prevent exposure.

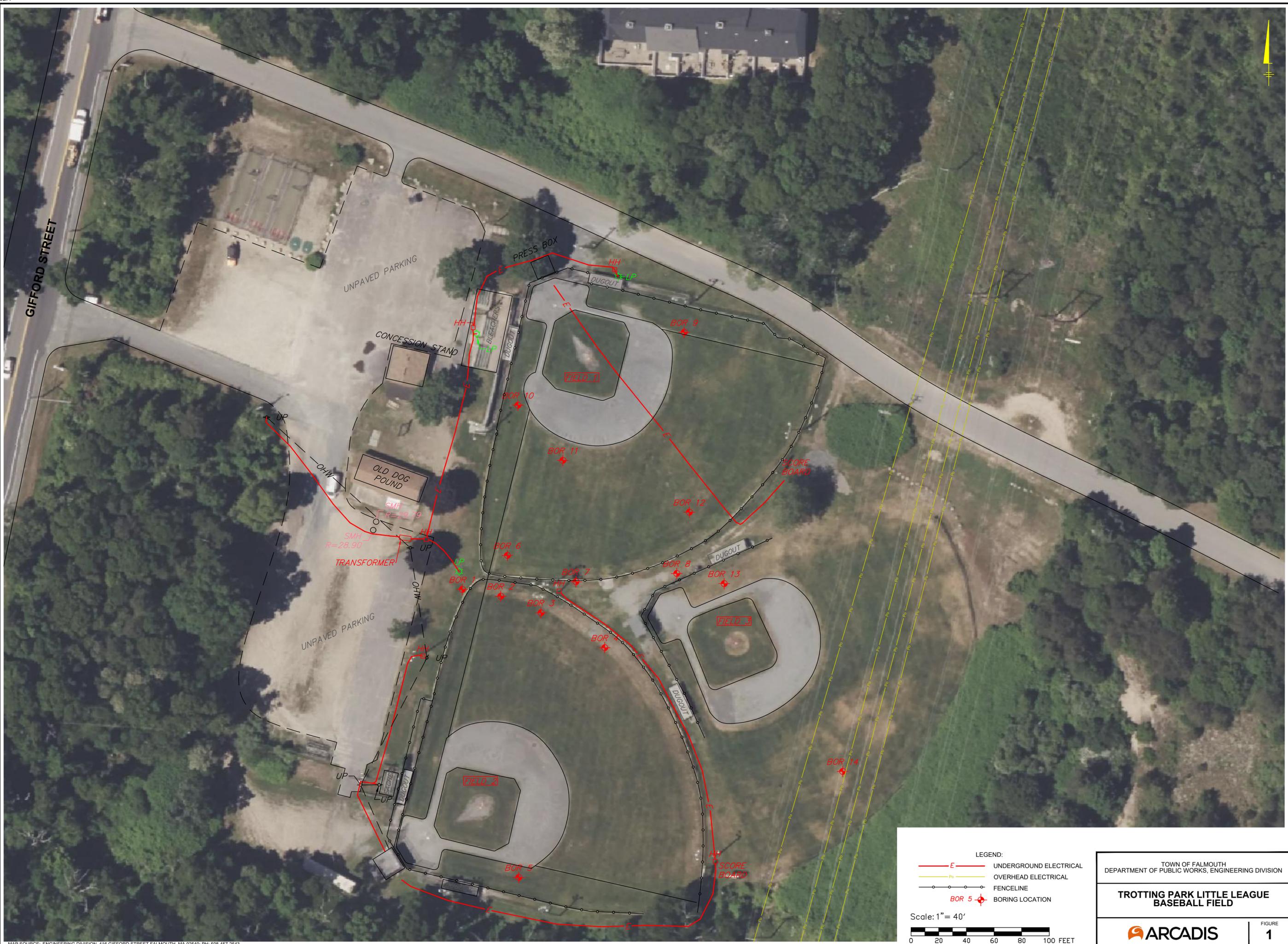
Additional investigation into the nature and extent of the landfill material underlying this area is ongoing and being managed in accordance with the MCP. These investigation activities include a geophysical study and additional soil borings to determine the extent of the landfill, and groundwater assessment to determine groundwater flow direction and groundwater quality.

Limitations

The recommendations included in the report were based on limited data and those recommendations could change if new data become available that is significantly different or other contaminants are identified.

Attachment

Figure 1 – Boring Locations on Trotting Park Little League Baseball Field



LEGEND:

- E — UNDERGROUND ELECTRICAL
- P_o — OVERHEAD ELECTRICAL
- F — FENCELINE
- ♦ BOR 5 BORING LOCATION

Scale: 1" = 40'

TOWN OF FALMOUTH
DEPARTMENT OF PUBLIC WORKS, ENGINEERING DIVISION

**TROTTING PARK LITTLE LEAGUE
BASEBALL FIELD**

ARCADIS

FIGURE
1

Peter McConarty
Director, Department of Public Works
Town of Falmouth
416 Gifford Street
Falmouth, MA 02540

Arcadis U.S., Inc.
101 Federal Street
Suite 1900
Boston
Massachusetts 02110
Phone: 617 849 9400
Fax: 617 342 7080
www.arcadis.com

Date: February 18, 2025

Our Ref: 30251964

Subject: Risk Assessment and Status Report for Trotting Park Baseball Fields

Dear Peter McConarty,

This letter summarizes the results of a risk assessment conducted to evaluate the detection of metals and other constituents in soil samples collected from the Trotting Park Baseball Fields. The purpose of the risk assessment is to provide information that would support the Town of Falmouth's decisions regarding continued use of the ballfields in the near term (2025). Work was done in accordance with the Massachusetts Contingency Plan (MCP), a state regulation at 310 Code of Massachusetts Regulations (CMR) 40.0000.

Soil Sample Results

Soil samples were collected from two depth intervals (0 to 0.5 feet and 0.5 to 5 feet) below turf from Fields 1, 2 and 3. Samples were submitted to PACE, a licensed testing laboratory, for analysis of heavy metals, volatile organic compounds, petroleum hydrocarbon fractions, polycyclic aromatic hydrocarbons (PAHs), and polychlorinated biphenyls (PCBs). Many of the analytes were either not detected, detected at concentrations less than natural background concentrations for metals, or less than soil standards established by the Massachusetts Department of Environmental Protection (MassDEP). Other constituents were detected at concentrations greater than natural background concentrations for metals and PAHs¹ including antimony, arsenic, barium, cadmium, chromium, lead, mercury, nickel, silver, zinc, benzo(b)fluoranthene, and benzo(g,h,i)perylene.

Of the detected constituents, lead is associated with the greatest potential risk to health due to the detected concentrations in surface soil samples collected from Field 1. The distribution of lead measured in soil samples collected from the three fields varied. Table 1 presents the lead concentrations measured in soil samples collected from below the turf and up to six inches in depth. Table 2 presents the lead concentrations from soil samples composited over a depth of six inches to five feet below the turf. Discrete samples were also collected at depth on Field 3.

¹ MassDEP. 2002. Background Concentrations Background Levels of Polycyclic Aromatic Hydrocarbons and Metals in Soil. Technical Update. May.

Table 1. Distribution of lead in soil samples collected from 0-0.5 feet below turf on Trotting Park Baseball Fields

Field #	Date Developed	Boring ID's	Lead Concentration Range (mg/kg)	Natural Background Concentration (mg/kg)
Field 1	1977/1978	B-6, -9, -10, -11, -12	41.8 – 601	100
Field 2	1985-1991	B-1, -2, -3, -4	7.53 – 190	100
Field 3	2010-2014	B-7, -8, -13, -14	12.3 – 45.2	100

The concentrations of lead in soil samples collected from Field 1 were higher than concentrations on Fields 2 and 3. The maximum detected concentration of lead in 0 to 0.5 feet samples collected on Field 1 was 601 milligrams per kilogram (mg/kg) as compared to 190 mg/kg on Field 2 and 45.2 mg/kg on Field 3. The MassDEP-identified background concentration of lead is 100 mg/kg in natural soil and 600 mg/kg in anthropogenic soils. At the fields, lead concentrations in soil samples collected from 0 to 0.5 feet can be compared to 100 mg/kg and lead concentrations in soil samples collected from deeper samples can be compared to 600 mg/kg if landfill materials were observed in the samples. Based on field observations, sample B-5 collected on Field 2 did not include landfill materials and is not included in the statistics shown in Tables 1 and 2. The maximum lead concentration in soil samples collected from 0 to 0.5 feet on Fields 1 and 2 is greater than the MassDEP natural background concentration. The maximum lead concentration in soil samples collected from 0.5 to 5 feet on Fields 1, 2, and 3 is greater than the MassDEP anthropogenic background concentration.

Table 2. Distribution of lead in soil samples collected from 0.5-5 feet below turf on Trotting Park Baseball Fields

Field #	Date Developed	Boring ID's	Lead Concentration Range (mg/kg)	Anthropogenic Background Concentration (mg/kg)
Field 1	1977/1978	B-6, -9, -10, -11, -12	4.59 – 1,610	600
Field 2	1985-1991	B-1, -2, -3, -4	225 – 1,710	600
Field 3	2010-2014	B-7, -8, -13, -14	31.1 – 755	600

MassDEP Soil Standards

The MassDEP has promulgated soil standards for the constituents detected in soil samples. The MassDEP soil standard for lead in soil is 200 mg/kg for unrestricted land uses including residential land uses (S-1 Soil Standard). The MassDEP soil standard for non-residential land uses where people can contact soil (for example, construction workers) is 600 mg/kg (S-2 and S-3 Soil Standard). There is not a promulgated standard specific to recreational use of the ballfields. The maximum lead concentration in surface soil (0 to 0.5 feet) on Field 2 and 3 is less than 200 mg/kg. The maximum lead concentration in surface soil on Field 1 and subsurface soil (0.5 to 5 feet) on all three fields is greater than 200 mg/kg and 600 mg/kg.

Table 3. Comparison of maximum detected concentrations of lead in soil samples to MCP soil standards

	Maximum Lead Concentration (0-0.5 feet) (mg/kg)	Boring ID of Maximum Lead Concentration (0-0.5 feet)	Maximum Lead Concentration (0.5-5 feet) (mg/kg)	Boring ID of Maximum Lead Concentration (0.5-5 feet)
MCP S-1 Soil Standard (mg/kg) – Unrestricted land uses including residential	200		200	
MCP S-2/S-3 Soil Standard (mg/kg) – Non-residential land uses (e.g., workers)	600		600	
Field #				
Field 1	601	B-11	1,610	B-12
Field 2	190	B-1	1,710	B-3
Field 3	45.2	B-8	755	B-13

Maximum concentrations of other metals detected in surface soil on Field 1 (antimony, arsenic, barium, cadmium, chromium, mercury, nickel, vanadium, and zinc) were less than the MassDEP S-1 soil standards. Maximum concentrations of most metals detected in subsurface soil on Field 1 (barium, cadmium, chromium, mercury, nickel, silver, and vanadium) were less than the MassDEP S-1 soil standards; however, concentrations of antimony, arsenic, lead, and zinc detected in subsurface soil on Field 1 were greater than the MassDEP S-1 soil standards. The maximum concentrations of metals detected in surface soil on Fields 2 and 3 (arsenic, barium, chromium, lead, mercury, nickel, vanadium, and zinc) were less than the MassDEP S-1 soil standards. Maximum concentrations of most metals detected in subsurface soil on Fields 2 and 3 (antimony, barium, cadmium, chromium, mercury, nickel, silver, and vanadium) were less than the MassDEP S-1 soil standards; however, concentrations of arsenic, lead, and zinc detected in subsurface soil on Fields 2 and 3 were greater than the MassDEP S-1 soil standards. Additionally, the maximum concentration of total PCBs detected in subsurface soil on Field 2 was greater than the MassDEP S-1 soil standard.

Maximum concentrations do not have to be used to compare to soil standards to evaluate potential risks to health. An average concentration among multiple samples can be used when the MCP performance standard for averaging has been met. Specifically, average concentrations can be used as exposure point concentrations (EPCs) when 75% of samples are not greater than the applicable standard or risk-based concentration limit and no individual result is ten times greater than the applicable standard or risk-based concentration limit.

In the available surface soil data set, less than 75 percent of the samples on Field 1 have lead concentrations that are less than the S-1 soil standard. Therefore, the EPC for lead in soil on Field 1 defaults to the maximum detected concentration. Other constituents were detected in surface soil on Field 1 at concentrations less than their respective S-1 soil standard and thus an average concentration is used as the EPC for these constituents to evaluate risk. Constituents were detected in surface soil samples collected on Fields 2 and 3 at concentrations

less than their respective S-1 soil standard and thus an average concentration is used as the EPC for these constituents to evaluate risk on these fields.

In the available subsurface data set, less than 75 percent of the samples collected on Fields 1, 2, and 3 have arsenic, lead, and zinc concentrations that are less than the S-1 soil standard. Additionally, one sample on Field 1 had a concentration of antimony greater than ten times the S-1 standard. Therefore, the EPCs for antimony (Field 1 only), arsenic, lead, and zinc in soil on Fields 1, 2, and 3 default to the maximum detected concentrations for the purposes of risk assessment.

Risk Assessment Tasks Identified in Approved Scope of Work

In accordance with the Scope of Work for Risk Assessment submitted to the Town January 13, 2025 for Task 7, Arcadis has conducted an Imminent Hazard Evaluation (IHE) for the Site to evaluate if site conditions pose an Imminent Hazard to safety, health, or the environment based upon the criteria established in 310 CMR 40.0955(1) through (3). Task 8 is a MCP Risk Characterization of long-term potential risks to health based on the data collected to date.

Task 7.1 Imminent Hazard Evaluation for Safety

Arcadis evaluated if release-related conditions at the Site pose a threat of physical harm or bodily injury or present dangerous or nuisance conditions in accordance with 310 CMR 40.0960. Exposed landfill waste material along the walking paths leading to the fields could pose a safety risk under current conditions. This conclusion is based on the visual observations of conditions along the walking path between fields.

As described in 310 CMR 40.0955(1), conditions at a disposal site pose an Imminent Hazard based on safety concerns if a condition of no significant risk to safety has not been achieved at the disposal site under conditions which exist or are about to occur. Therefore, there is an Imminent Hazard based on safety concerns along the walking paths that should be addressed to mitigate risks from physical hazards.

Task 7.2 Imminent Hazard Evaluation for Human Health

As described in 310 CMR 40.0955(2), Arcadis prepared a Method 3 Risk Characterization in accordance with the requirements of 310 CMR 40.0993 to evaluate whether site conditions pose an Imminent Hazard to human health. Components of the IHE for human health as applied to the subject site are summarized in Table 4 below.

Table 4. Components of IHE to Human Health, according to the MCP

Component	Site-Specific Evaluation
Identification of Applicable Soil Categories	Consistent with categories defined in the MCP (Table 40.0933[9]), soil on the property is currently categorized as Category S-1 and S-2 because impacted soil is not more than 3 feet below ground surface and the surface is unpaved.
Exposure Points	Exposure points are areas where contact with soil could occur. For the IHE, the potential for exposure to constituents in surface soils from 0 to 12 inches below grade was evaluated.
Exposure Point Concentrations	Consistent with the requirements in 310 CMR 40.0953 for the evaluation of soil-related exposures, the concentrations of constituents detected in soil samples collected in December

2024 at the ground surface was considered in the development of soil EPCs for the IHE. Data are available for topsoil collected from 0 to 0.5 feet.

Receptors Evaluated	The IHE evaluated potential risks to recreators, including children, assumed to have contact with constituents detected in surface soil. Young children aged 1 to 2 years and 1 to 6 years were assumed to contact soil, consistent with MassDEP policy to evaluate sensitive receptors.
Risk Characterization Method	The MassDEP Park Visitor - Soil Imminent Hazard Evaluation Shortform (2024) is a Microsoft® Excel™ spreadsheet used by risk assessors to provide numerical estimates of potential risk to health based on standardized exposure assumptions and toxicity information. Arcadis used the Shortform for Imminent Hazards to provide numerical estimates of potential risk associated with recreators' presumed contact with the constituents detected in surface soil samples collected from the ballfields. Two measures of potential risk were estimated: (1) excess lifetime cancer risk (ELCR); and (2) non-cancer hazard index (HI). The numerical estimates were compared to MCP regulatory limits for evaluating Imminent Hazards to health.
Results	<p>The ELCR estimate for Park Visitors contacting surface soil from 0 to 0.5 feet below the surface on Field 1 (4.6 E-08) is less than 1E-05 which is the MCP risk limit². The total HI estimate for this scenario (2.20) is greater than the MCP risk limit of 1. Lead contributed 86 percent to the total HI estimate with an individual chemical Hazard Quotient of 1.9. This result assumes contact with lead at a concentration of 601 mg/kg measured in sample B-11 on Field 1 and could pose an Imminent Hazard to Health if access to this location is not restricted. The concentrations of lead and other constituents in soil from 0 to 0.5 feet on Fields 2 and 3 do not pose an Imminent Hazard to health.</p> <p>The MassDEP Shortform for Park Visitor – Imminent Hazard Evaluation spreadsheets are provided as Attachment 1 to this letter.</p>

Task 7.3 IHE for the Environment

As described in 310 CMR 40.0955(3), the following conditions shall constitute an Imminent Hazard to the environment: (a) evidence of stressed biota attributable to the release at the disposal site, including, without limitation, fish kills or abiotic conditions; or (b) a release to the environment of oil or hazardous material which produces immediate or acute adverse impacts to freshwater or saltwater fish populations. These conditions are not present at Trotting Park Baseball Fields.

Task 8 – MCP Risk Characterization

Arcadis conducted a MCP Method 3 Risk Characterization to evaluate if site conditions pose a Significant Risk to health based upon the definitions and methods established in 310 CMR 40.0990. Method 3 is an accepted risk assessment approach as an alternative to comparing to MCP Method 1 Standards. As described in the MCP, Method 3 relies upon detailed information about the site, the constituents detected, and potential exposures to human and environmental receptors under current and reasonably

² 4.6E-08 is scientific notation and can also be written as 4.6×10^{-8} . The MCP ELCR limit is 1E-05, or 1×10^{-5} , or 1 in 100,000 excess lifetime cancer risk.

foreseeable site activities and uses to characterize the risk of harm. The primary differences between the IHE and the Method 3 Risk Characterization is the magnitude of exposure assumed to occur under current land uses. The IHE focused on short-term exposures to higher concentrations of constituents and to any hot spots of contamination, if present, whereas the evaluation of Significant Risk considered long-term contact with constituent concentrations in soil throughout the exposure point, relying on average concentrations where allowed by regulation.

Table 5. Components of Significant Risk Evaluation to Human Health, according to the MCP

Component	Site-Specific Evaluation
Identification of Applicable Soil Categories	Consistent with categories defined in the MCP (Table 40.0933[9]), soil on the property is currently categorized as Category S-1 and S-2 because impacted soil is not more than 3 feet below ground surface and the surface is unpaved. Soil deeper than 3 feet bgs may also be impacted and could be categorized as S-1, S-2, or S-3 depending on future land uses.
Exposure Points	Exposure points are areas where contact with soil could occur. For the Significant Risk Evaluation, the potential for exposure to constituents in soils from 0 to 0.5 and 0.5 to 5 feet below the turf was evaluated.
Exposure Point Concentrations	The concentrations of constituents detected in soil samples collected in December 2024 at sampled depths of 0 to 0.5 and 0.5 to 5 feet below turf were considered in the development of soil EPCs for this evaluation. The MCP defines surface soil as soil from 0 to 3 feet below ground surface. The available data sets are 0 to 0.5 feet and 0.5 to 5 feet below ground surface.
Receptors Evaluated	Recreators, including children and adults, were assumed to have contact with constituents detected in soil. Young children aged 1 to 2 years and 1 to 6 years were assumed to contact soil, consistent with MassDEP policy to evaluate sensitive receptors. For the purposes of estimating future hypothetical cancer risk, a 30-year exposure period was assumed for people from age 1 to 31.
Risk Characterization Method	To estimate cumulative risk, Arcadis used the MassDEP 2024 Shortforms for Method 3 Risk Assessment for Park Visitor Exposed to Chemicals in Soil. The MassDEP standard exposure assumptions for this Shortform differ from the Imminent Hazard Shortform. Arcadis used the Shortform to provide numerical estimates of potential risk associated with recreators' presumed contact with the constituents detected in soil samples collected from the ballfields. Two measures of potential risk were estimated: (1) excess lifetime cancer risk; and (2) non-cancer hazard index. The numerical estimates were compared to MCP regulatory limits for evaluating Significant Risks to health.
Results	The ELCR estimate for Park Visitors contacting soil from 0 to 0.5 feet below the turf on Field 1 (6.6 E-08) does not exceed the MCP risk limit ³ of 1E-05. The chronic HI estimate for this scenario (0.63) based on a young child aged 1 to 8 years does not exceed the MCP HI limit of 1. The subchronic HI estimate for this scenario (2.1) based on a young child aged 1 to 2 years is greater than the MCP HI limit of 1. Lead contributed 90 percent to the total HI estimate with

³ 6.6E-08 is scientific notation and can also be written as 6.6 x 10⁻⁸. The MCP ELCR limit is 1E-05, or 1x10⁻⁵, or 1 in 100,000 excess lifetime cancer risk.

an individual chemical Hazard Quotient of 1.9. This result assumes contact with lead at a concentration of 601 mg/kg measured in sample B-11 on Field 1. The concentrations of lead and other constituents in soil from 0 to 0.5 feet on Field 2 and 3 do not pose a Significant Risk to health.

The ELCR estimate for Park Visitors contacting soil from 0.5 to 5 feet below the turf on Field 1 (6.4 E-06) does not exceed the MCP risk limit of 1E-05. The chronic HI estimate for this scenario (17.6) based on a young child aged 1 to 8 years and the subchronic HI estimate for this scenario (54.4) based on a young child aged 1 to 2 years is greater than the MCP HI limit of 1. Antimony contributed 90 percent to the total HI estimate with an individual chemical Subchronic Hazard Quotient of 49 and lead contributed 9 percent to the total HI estimate with an individual chemical subchronic Hazard Quotient of 5.2. This result assumes contact with antimony at a maximum concentration of 2,660 mg/kg measured in sample B-11 on Field 1 and lead at a maximum concentration of 1,610 mg/kg measured in sample B-12 on Field 1. Maximum concentrations were used as EPCs for antimony and lead because the data set did not meet the requirements for averaging as described in the MCP.

The ELCR estimate for Park Visitors contacting soil from 0.5 to 5 feet below the turf on Field 2 (3.8 E-06) does not exceed the MCP risk limit of 1E-05. The chronic HI estimate for this scenario (1.98) based on a young child aged 1 to 8 years and the subchronic HI estimate for this scenario (6.27) based on a young child aged 1 to 2 years is greater than the MCP HI limit of 1. Lead contributed 88 percent to the total HI estimate with an individual chemical Subchronic Hazard Quotient of 5.5. This result assumes contact with lead at a concentration of 1,710 mg/kg measured in sample B-3 (0.5 to 5 feet) in Field 2.

The ELCR estimate for Park Visitors contacting soil from 0.5 to 5 feet below the turf on Field 3 (3.4 E-06) does not exceed the MCP risk limit of 1E-05. The chronic HI estimate for this scenario (0.83) based on a young child aged 1 to 8 years does not exceed the MCP HI limit of 1. The subchronic HI estimate for this scenario (2.77) based on a young child aged 1 to 2 years is greater than the MCP HI limit of 1. Lead contributed 86 percent to the total HI estimate with an individual chemical Subchronic Hazard Quotient of 2.4. This result assumes contact with lead at a concentration of 755 mg/kg measured in sample B-13 (0.5 to 5 feet) in Field 3.

The Method 3 Human Health Risk Assessment Shortform spreadsheets are provided as Attachment 2 to this letter.

Interpretation of Risk Assessment Results

Contact with lead contributed most to the total cumulative receptor risk estimates except for the antimony hot spot in subsurface soils on Field 1 (sample B-11). Other constituents were detected in the soil samples and included in the total risk estimates; the presence of these other constituents is considered to pose relatively less risk from contact with soil. Thus, based on the limited data collected to date, decisions about the use of the fields in the near term will be driven primarily by the presence of lead in soil.

Lead is the constituent in soil that could pose the highest potential risk to health for young children if they had unlimited contact with soil on the fields because of the elevated concentration measured on Field 1. The maximum lead concentrations in topsoil from 0 to 0.5 feet below turf on Fields 2 and 3 were less than 200 mg/kg,

the MCP Soil Standard for unrestricted land use ("S-1 Soil Standards"). The maximum lead concentrations in deeper soil from 0.5 to 5 feet below turf on Field 2 and 3 (1,710 and 755 mg/kg, respectively) were greater than the S-1 and S-2/S-3 Soil Standards. The antimony concentration in deeper soil on Field 1 is greater than the MCP soil standards.

Recommendations for Temporary Continued Use of Ballfields

The landfill material contains lead that presents a potential risk if users of the field were exposed to lead-impacted soil through dermal contact, ingestion, or inhalation. To prevent contact with soil, the typical remedial response action that has been used at comparable sites is to place an Activity and Use Limitation (AUL) on the site that restricts disturbance of the underlying soil. In addition to the AUL, there needs to be a physical barrier that prevents users of the field from being able to readily access the impacted soil. This is usually done with a clean soil cover, asphalt paving, or a building, or a combination of those items.

Based on data collected to date, Arcadis makes the following specific recommendations regarding use of Fields 1, 2 and 3.

- The topsoil samples from Field 1 contain concentrations of lead that indicate a short-term risk from repeated exposure. Arcadis recommends that this field be closed and not used for recreational purposes until a remedy can be implemented. Our understanding is that fencing surrounds Field 1 and with gates can be used to restrict access. The concentrations of constituents in the material below the topsoil also indicates a long-term risk from repeated exposure. A possible remedy is to place 2 to 3 feet of clean cover over a geotextile membrane over the landfill material and provide notice of the requirements to maintain the cover through an AUL.
- The topsoil samples from Fields 2 and 3 did not contain concentrations of lead that indicate a short-term risk from repeated exposure. However, the concentration of lead in the material below the topsoil indicates a potential long-term risk from repeated exposure. On these fields, the topsoil was approximately 6 inches thick with an established grass layer approximately 2 inches thick. The topsoil and grass layer will reduce exposure to the underlying landfill material. However, the landfill material immediately below the topsoil presents a potential long-term risk. Under the MCP, the top three feet of soil are considered accessible and must meet the S-1 standards or show No Significant Risk from long-term exposure under current and future land uses. Otherwise, an AUL would be required to restrict access to soils from 0 to 3 feet.
- The current topsoil layer on Field 2 and 3 is not of sufficient thickness to be considered an adequate prevention of exposure to underlying landfill material for the long term. Arcadis recommends the field use for recreation only be allowed for the next 12 months. The fields should be maintained during this time and no excavation or exposure of the subsurface soil should be done without the proper safety precautions, health and safety plan and soil management plan prepared by an LSP.
- A response action consisting of placing a geotextile membrane over the landfill material with 2 to 3 feet of clean cover with an AUL is a possible remedy. The AUL will restrict exposing the underlying landfill material without the proper safety precautions and a soil management plan prepared by a Licensed Site Professional (LSP).
- The pathways between Fields 1 and 2 had landfill material (broken glass) at the surface. To mitigate an Imminent Hazard to Safety, a temporary measure for this area should be to cover the pathways with geotextile material and have clean cover placed over the geotextile to prevent exposure.

Peter McConarty
Town of Falmouth
February 18, 2025

- Fields 2 and 3 should be inspected before the start of the playing season and periodically inspected to ensure the grass cover is intact and no landfill material is exposed.

Next Steps

Under the MCP, there are several requirements to allow the site to be closed with a permanent solution.

The additional investigation to support closure will include but may not be limited to the following:

- Geophysical study to determine the extent of the landfill
- Groundwater assessment (installation of six monitoring wells) to determine groundwater flow and the groundwater quality. The assessment will also include testing of the irrigation supply well for the soccer field.
- Additional soil borings to verify lateral and vertical extent of the landfill. Includes the parking lot area.
- Phase I Initial Investigation and Tier Classification under the MCP
- Phase II Comprehensive Site Investigation (establish the nature and extent of the release).

The additional investigation can be completed in one year or less.

Once the additional investigation has been completed, a response action similar to those detailed above can be implemented with a remedial response plan.

Limitations

The recommendations included in this report were based on limited data and those recommendations could change if new data becomes available that is significantly different or other contaminants are identified.

A Permanent Solution to close the site with MassDEP will depend on the additional investigation results and therefore cannot be guaranteed.

We look forward to discussing the information presented in this Status Report with your team. Please reach out with any questions.

Sincerely,
Arcadis U.S., Inc.



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Peter McConarty
Town of Falmouth
February 18, 2025



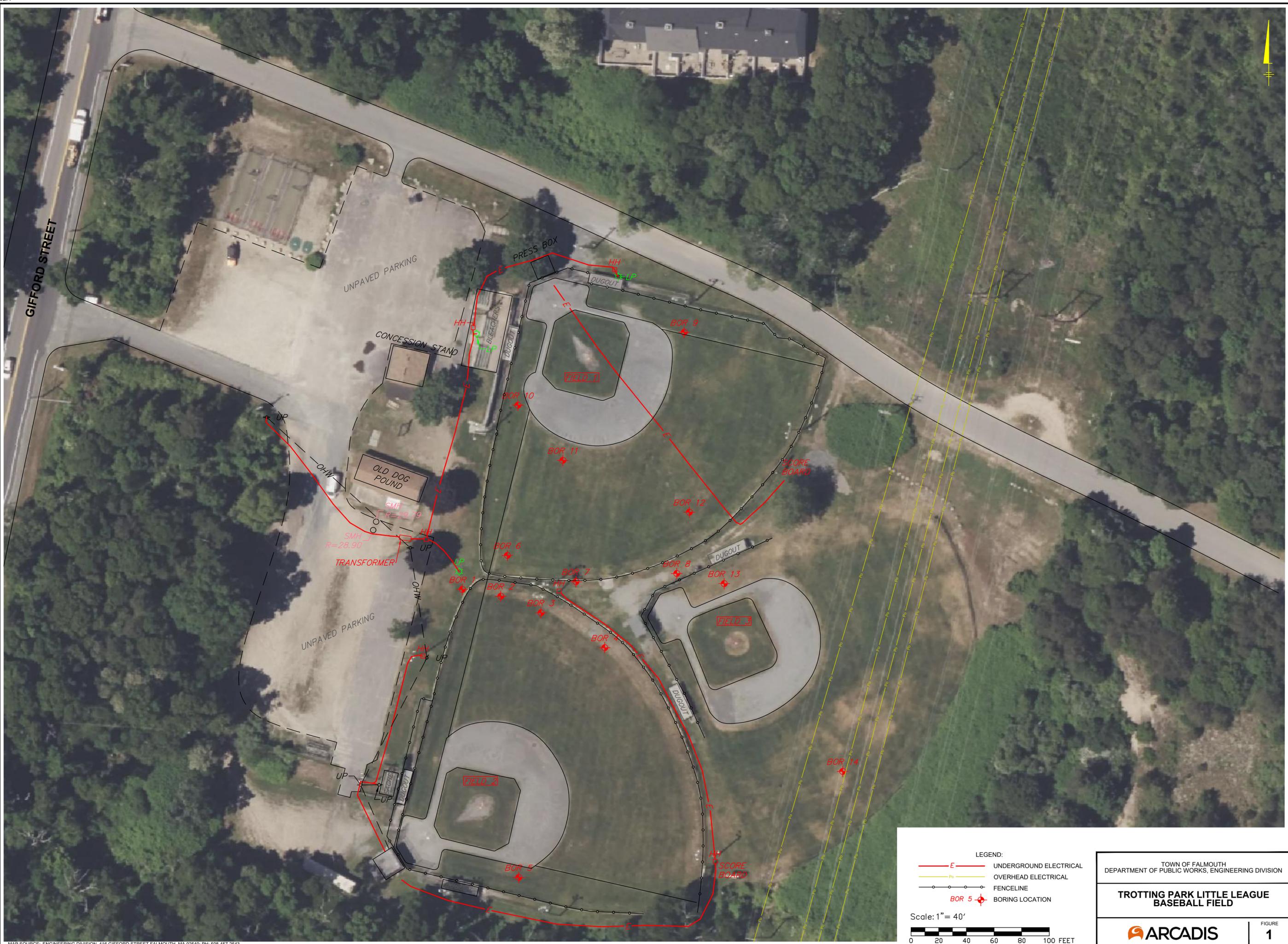
Janet Keating-Connolly, M.S.
Technical Expert (Risk Assessment)

Email: janet.connolly@arcadis.com
Direct Line: (978) 322-4553

Enclosures:

- Figure 1 – Boring Locations on Trotting Park Little League Baseball Field
- Attachment 1 – MassDEP Shortform for Park Visitor – Imminent Hazard Evaluation
- Attachment 2 – MassDEP Shortform for Park Visitor – Significant Risk Evaluation

Figure



LEGEND:

- E UNDERGROUND ELECTRICAL
- OH OVERHEAD ELECTRICAL
- FENCELINE
- ◆ BOR BORING LOCATION

Scale: 1" = 40'

TOWN OF FALMOUTH
DEPARTMENT OF PUBLIC WORKS, ENGINEERING DIVISION

**TROTTING PARK LITTLE LEAGUE
BASEBALL FIELD**

ARCADIS

FIGURE
1

Attachment 1

MassDEP Shortform for Park Visitor – Imminent Hazard Evaluation

Field 1 Surface Soil (0 - 0.5 feet below turf)

**Park Visitor - Soil Imminent Hazard Evaluation: Table PSIH-1
Exposure Point Concentration (EPC)
Based on Visitor Ages 1-6 (Cancer) and 1-2 (Noncancer)**

Shortforms Version June 2024
Method 3 Lookup Tables Version v0624

****Do not insert or delete any rows****

ELCR (all chemicals) = 4.6E-08
Subchronic HI (all chemicals) = 2.20

Click on empty cell below and select OHM using arrow.

Oil or Hazardous Material	EPC (mg/kg)	ELCR _{ingestion}	ELCR _{dermal}	ELCR _{total}	Subchronic			Notes
					HQ _{ing}	HQ _{derm}	HQ _{total}	
ANTIMONY	12.4				1.4E-01	8.9E-02	2.3E-01	
BARIUM	169				3.8E-03	2.4E-03	6.2E-03	
CADMIUM	2.36				1.1E-02	1.4E-03	1.2E-02	
LEAD	601				1.8E+00	1.4E-01	1.9E+00	Lead IH HQ limit is 1, not 10.
MERCURY	0.615							
PETROLEUM HYDROCARBONS: AROMATICS - C11 to C22	30.2				1.4E-04	2.9E-04	4.2E-04	
PETROLEUM HYDROCARBONS: ALIPHATICS - C19 to C36	28.5				2.1E-05	2.7E-05	4.9E-05	
POLYCHLORINATED BIPHENYLS (PCBs)	0.122	2.6E-08	2.0E-08	4.6E-08	1.1E-02	7.0E-03	1.8E-02	

Park Visitor Imminent Hazard - Soil: Table PSIH-2
Equations to Calculate Cancer Risk for Visitor (Age 1-6 Years)

Method 3 Lookup Tables Version v0624

Cancer Risk from Ingestion

$$ELCR_{ing} = LADD_{ing} * CSF$$

$$LADD_{ing} = \frac{[OHM]_{soil} * IR_x * RAF_{c-ing} * EF_{ing} * ED * EP * C}{BW * AP_{lifetime}}$$

Cancer Risk from Dermal Absorption

$$ELCR_{derm} = LADD_{derm} * CSF$$

$$LADD_{derm} = \frac{[OHM]_{soil} * SA * RAF_{c-derm} * SAF * EF_{derm} * ED * EP * C}{BW * AP_{lifetime}}$$

Parameter	Value	Units
CSF	OHM specific	(mg/kg-day) ⁻¹
LADD	age/OHM specific	mg/kg-day
[OHM] _{soil}	OHM specific	mg/kg
IR	100	mg/day
RAF _{c-ing}	OHM specific	dimensionless
RAF _{c-derm}	OHM specific	dimensionless
EF _{ing} and EF _{derm} = EF _{Cancer}	0.25	event/day
ED	1	day/event
EP	5	years
C	0.000001	kg/mg
BW	16.4	kg
AP _{lifetime}	70	years
SA	2032	cm ² /day
SAF	0.3742	mg/cm ²

Park Visitor Imminent Hazard - Soil: Table PSIH-3
Equations to Calculate Noncancer Risk for Visitor (Age 1-2 Years)

Method 3 Lookup Tables Version v0624

Noncancer Risk from Ingestion

$$HQ_{ing} = \frac{ADD_{ing}}{RfD_{subchronic}}$$

$$ADD_{ing} = \frac{[OHM]_{soil} * IR * RAF_{nc-ing} * EF_{ing} * ED * EP * C}{BW * AP}$$

Noncancer Risk from Dermal Absorption

$$HQ_{derm} = \frac{ADD_{derm}}{RfD_{subchronic}}$$

$$ADD_{derm} = \frac{[OHM]_{soil} * SA * RAF_{nc-derm} * SAF * EF_{derm} * ED * EP * C}{BW * AP}$$

Parameter	Value	Units
RfD	OHM specific	mg/kg-day
ADD	OHM specific	mg/kg-day
[OHM] _{soil}	OHM specific	mg/kg
IR	100	mg/day
RAF _{nc-ing}	OHM specific	dimensionless
RAF _{nc-derm}	OHM specific	dimensionless
EF _{ing,derm}	0.428571429	event/day
ED	1	day/event
EP	0.575	years
C	0.000001	kg/mg
BW	9.6	kg
AP	0.575	year
SA	1708	cm ² /day
SAF	0.3742	mg/cm ²

Park Visitor Imminent Hazard - Soil: Table PSIH-4 Definitions and Exposure Factors

Method 3 Lookup Tables Version v0624

Parameter	Value	Units	Notes
ELCR - Excess Lifetime Cancer Risk	chemical specific	dimensionless	Pathway specific (ing =ingestion, derm=dermal)
CSF - Cancer Slope Factor	chemical specific	(mg/kg-day) ⁻¹	See Tables PSIH-5 and PSIH-5b.
LADD - Lifetime Average Daily Dose	chemical specific	mg/kg-day	Pathway specific - sees Table PSIH-2, PSIH-2-a, PSIH-2-b, and PSIH-2c.
HQ - Hazard Quotient	chemical specific	dimensionless	Pathway specific (ing =ingestion, derm=dermal) - see Table PSIH-3.
RfD - Reference Dose	chemical specific	mg/kg-day	See Tables PSIH-5 and PSIH-5b.
ADD - Average Daily Dose	chemical specific	mg/kg-day	Pathway specific
EPC - Exposure Point Concentration	chemical specific	mg/kg	
IR - Soil Ingestion Rate	100	mg/day	MADEP 1995. Guidance for Disposal Site Risk Characterization. Appendix Table B-3.
RAF _c - Relative Absorption Factor for Cancer Effects (exposure route specific)	chemical specific	dimensionless	Adjusts estimated dose to conform to the relevant CSF. See Table PSIH-5
RAF _{NC} - Relative Absorption Factor for non-Cancer Effects (exposure route specific)	chemical specific	dimensionless	Adjusts estimated dose to conform to the relevant RfD. See Table PSIH-5
EF _{subchronic} - Exposure Frequency for subchronic exposure	0.429	event/day	3 events/week
EF _{cancer} - Exposure Frequency for cancer effects	0.247	event/day	3 events/week, 30 weeks/year
ED - Exposure Duration	1	day/event	
EP _{sc(1-2)} - Exposure Period for age group 1-2 for non-cancer	0.575	years	30 weeks
EP _{cancer-(1-2)} - Exposure Period for age group 1-2 for cancer	1	years	
EP _{cancer-(2-6)} - Exposure Period for age group 2-6 for cancer	4	years	
EP ₍₁₋₆₎ - Exposure Period for age group 1-6	5	years	
BW ₍₁₋₂₎ - Body Weight for age group 1-2	9.6	kg	50th percentile female body weight from US Department of Health and Human Services (USDHHS), adjusted according to the MassDEP risk assessment methodology. (See MCP Method 1 Forms and documentation, https://www.mass.gov/doc/summary-of-proposed-mcp-method-1-standards-revisions/download .) Data source: USDHHS: Margaret A. McDowel, M.A, et al., "Anthropometric reference data for children and adults: United States, 2003-2006," National Health Statistics Reports, Number 10, October 22, 2008, Table 1, p 5. (https://www.cdc.gov/nchs/data/nhsr/nhsr010.pdf).
BW ₍₂₋₆₎ - Body Weight for age group 2-6	17.6	kg	Ibid BW ₍₁₋₂₎ Note.
BW ₍₁₋₆₎ - Body Weight for age group 1-6	16.4	kg	Ibid BW ₍₁₋₂₎ Note.

Park Visitor Imminent Hazard - Soil: Table PSIH-4 Definitions and Exposure Factors

Method 3 Lookup Tables Version v0624

Parameter	Value	Units	Notes
AP _{subchronic} - Averaging Period for subchronic noncancer	0.575	years	30 weeks
AP _{C (1-2)} - Averaging Period for cancer for the age group 1-2 for vinyl chloride mutagenic effects	1	years	
AP _{lifetime} - Averaging Period for cancer (lifetime)	70	years	
ADAF ₍₁₋₂₎ - Age Defined Adjustment Factor for mutagenic effects for age group 1-2	10	dimensionless	
ADAF ₍₂₋₆₎ - Age Defined Adjustment Factor for mutagenic effects for age group 2-6	3	dimensionless	
SA ₍₁₋₂₎ - Surface Area for age group 1-2	1708	cm ² /day	SSA - 50th percentile female body surface area from EPA EFH 2011, adjusted by MassDEP risk characterization methodology. (See MassDEP MCP Method 1 Forms and documentation, https://www.mass.gov/doc/summary-of-proposed-mcp-method-1-standards-revisions/download..) Sources of data: (1) EPA Exposure Factors Handbook, 2011 Edition (EPA EFH 2011), Chapter 7, "Table 7-11. Mean and Percentile Skin Surface Area (m ²) Derived From U.S. EPA Analysis of NHANES 1999–2006 for Children <21 Years and NHANES 2005–2006 for Adults >21 Years, Females", p 7-43. EPA/600/R-090/052F, September 2011. (https://rais.ornl.gov/documents/EFH_2011.pdf); and (2) EPA Exposure Factors Handbook (1997, Final Report), Table 6-7 (child), and Table 6-3 (age 18+) (https://cfpub.epa.gov/ncea/risk/recordisplay.cfm?deid=12464). (50th percentile of face (1/3 head), forearms, hands, lower legs, and feet for females)
SA ₍₂₋₆₎ - Surface Area for age group 2-6	2113	cm ² /day	Ibid SA ₍₁₋₂₎ Note.
SA ₍₁₋₆₎ - Surface Area for age group 1-6	2032	cm ² / day	Ibid SA ₍₁₋₂₎ Note.
SAF ₍₁₋₂₎ - Surface Adherence Factor for age group 1-2	0.3717	mg _{soil} / cm ²	SAF developed for Short Forms according to procedures outlined in MassDEP MCP Risk Characterization Guidance for Disposal Sites, 2024. See SSA tab in Method 3 Lookup Tables Version v0624.xlsx.
SAF ₍₂₋₆₎ - Surface Adherence Factor for age group 2-6	0.3747	mg _{soil} / cm ²	Ibid SAF ₍₁₋₂₎ Note.
SAF ₍₁₋₆₎ - Surface Adherence Factor for age group 1-6	0.3742	mg _{soil} / cm ²	Ibid SAF ₍₁₋₂₎ Note.

Field 1 Surface Soil (0 - 0.5 feet below turf)

**Park Visitor Imminent Hazard - Soil: Table PSIH-5
Chemical-Specific Data**

Method 3 Lookup Tables Version v0624

Oil or Hazardous Material	CSF (mg/kg-day) ⁻¹	RAF _{c-ing}	RAF _{c-derm}	Subchronic RfD mg/kg-day	Subchronic RAF _{nc-ing}	Subchronic RAF _{nc-derm}	Notes
ANTIMONY				4.0E-04	1	0.1	
BARIUM				2.0E-01	1	0.1	
CADMIUM				5.0E-04	0.5	0.01	
LEAD				7.5E-04	0.5	0.006	
MERCURY				3.0E-04	0.5	0.1	
PETROLEUM HYDROCARBONS: AROMATICS - C11 to C22				3.0E-01	0.3	0.1	
PETROLEUM HYDROCARBONS: ALIPHATICS - C19 to C36				6.0E+00	1	0.2	
POLYCHLORINATED BIPHENYLS (PCBs)	2.0E+00	1	0.1	5.0E-05	1	0.1	

Field 2 Surface Soil (0 - 0.5 feet below turf)

**Park Visitor - Soil Imminent Hazard Evaluation: Table PSIH-1
Exposure Point Concentration (EPC)
Based on Visitor Ages 1-6 (Cancer) and 1-2 (Noncancer)**

Shortforms Version June 2024
Method 3 Lookup Tables Version v0624

****Do not insert or delete any rows****

ELCR (all chemicals) = NA
Subchronic HI (all chemicals) = 0.64

Click on empty cell below and select OHM using arrow.

Oil or Hazardous Material	EPC (mg/kg)	ELCR _{ingestion}	ELCR _{dermal}	ELCR _{total}	Subchronic			Notes
					HQ _{ing}	HQ _{derm}	HQ _{total}	
BARIUM	95.7				2.1E-03	1.4E-03	3.5E-03	
CHROMIUM (TOTAL)	41.3				9.3E-03	5.9E-03	1.5E-02	Cr(VI) limit is 200 mg/kg due to contact dermatitis.
LEAD	190				5.7E-01	4.4E-02	6.1E-01	Lead IH HQ limit is 1, not 10.
ZINC	228				3.4E-03	2.2E-03	5.6E-03	
PETROLEUM HYDROCARBONS: AROMATICS - C11 to C22	12.2							

Park Visitor Imminent Hazard - Soil: Table PSIH-2
Equations to Calculate Cancer Risk for Visitor (Age 1-6 Years)

Method 3 Lookup Tables Version v0624

Cancer Risk from Ingestion

$$ELCR_{ing} = LADD_{ing} * CSF$$

$$LADD_{ing} = \frac{[OHM]_{soil} * IR_x * RAF_{c-ing} * EF_{ing} * ED * EP * C}{BW * AP_{lifetime}}$$

Cancer Risk from Dermal Absorption

$$ELCR_{derm} = LADD_{derm} * CSF$$

$$LADD_{derm} = \frac{[OHM]_{soil} * SA * RAF_{c-derm} * SAF * EF_{derm} * ED * EP * C}{BW * AP_{lifetime}}$$

Parameter	Value	Units
CSF	OHM specific	(mg/kg-day) ⁻¹
LADD	age/OHM specific	mg/kg-day
[OHM] _{soil}	OHM specific	mg/kg
IR	100	mg/day
RAF _{c-ing}	OHM specific	dimensionless
RAF _{c-derm}	OHM specific	dimensionless
EF _{ing} and EF _{derm} = EF _{Cancer}	0.25	event/day
ED	1	day/event
EP	5	years
C	0.000001	kg/mg
BW	16.4	kg
AP _{lifetime}	70	years
SA	2032	cm ² /day
SAF	0.3742	mg/cm ²

Park Visitor Imminent Hazard - Soil: Table PSIH-3
Equations to Calculate Noncancer Risk for Visitor (Age 1-2 Years)

Method 3 Lookup Tables Version v0624

Noncancer Risk from Ingestion

$$HQ_{ing} = \frac{ADD_{ing}}{RfD_{subchronic}}$$

$$ADD_{ing} = \frac{[OHM]_{soil} * IR * RAF_{nc-ing} * EF_{ing} * ED * EP * C}{BW * AP}$$

Noncancer Risk from Dermal Absorption

$$HQ_{derm} = \frac{ADD_{derm}}{RfD_{subchronic}}$$

$$ADD_{derm} = \frac{[OHM]_{soil} * SA * RAF_{nc-derm} * SAF * EF_{derm} * ED * EP * C}{BW * AP}$$

Parameter	Value	Units
RfD	OHM specific	mg/kg-day
ADD	OHM specific	mg/kg-day
[OHM] _{soil}	OHM specific	mg/kg
IR	100	mg/day
RAF _{nc-ing}	OHM specific	dimensionless
RAF _{nc-derm}	OHM specific	dimensionless
EF _{ing,derm}	0.428571429	event/day
ED	1	day/event
EP	0.575	years
C	0.000001	kg/mg
BW	9.6	kg
AP	0.575	year
SA	1708	cm ² /day
SAF	0.3742	mg/cm ²

Park Visitor Imminent Hazard - Soil: Table PSIH-4 Definitions and Exposure Factors

Method 3 Lookup Tables Version v0624

Parameter	Value	Units	Notes
ELCR - Excess Lifetime Cancer Risk	chemical specific	dimensionless	Pathway specific (ing =ingestion, derm=dermal)
CSF - Cancer Slope Factor	chemical specific	(mg/kg-day) ⁻¹	See Tables PSIH-5 and PSIH-5b.
LADD - Lifetime Average Daily Dose	chemical specific	mg/kg-day	Pathway specific - sees Table PSIH-2, PSIH-2-a, PSIH-2-b, and PSIH-2c.
HQ - Hazard Quotient	chemical specific	dimensionless	Pathway specific (ing =ingestion, derm=dermal) - see Table PSIH-3.
RfD - Reference Dose	chemical specific	mg/kg-day	See Tables PSIH-5 and PSIH-5b.
ADD - Average Daily Dose	chemical specific	mg/kg-day	Pathway specific
EPC - Exposure Point Concentration	chemical specific	mg/kg	
IR - Soil Ingestion Rate	100	mg/day	MADEP 1995. Guidance for Disposal Site Risk Characterization. Appendix Table B-3.
RAF _c - Relative Absorption Factor for Cancer Effects (exposure route specific)	chemical specific	dimensionless	Adjusts estimated dose to conform to the relevant CSF. See Table PSIH-5
RAF _{NC} - Relative Absorption Factor for non-Cancer Effects (exposure route specific)	chemical specific	dimensionless	Adjusts estimated dose to conform to the relevant RfD. See Table PSIH-5
EF _{subchronic} - Exposure Frequency for subchronic exposure	0.429	event/day	3 events/week
EF _{cancer} - Exposure Frequency for cancer effects	0.247	event/day	3 events/week, 30 weeks/year
ED - Exposure Duration	1	day/event	
EP _{sc(1-2)} - Exposure Period for age group 1-2 for non-cancer	0.575	years	30 weeks
EP _{cancer-(1-2)} - Exposure Period for age group 1-2 for cancer	1	years	
EP _{cancer-(2-6)} - Exposure Period for age group 2-6 for cancer	4	years	
EP ₍₁₋₆₎ - Exposure Period for age group 1-6	5	years	
BW ₍₁₋₂₎ - Body Weight for age group 1-2	9.6	kg	50th percentile female body weight from US Department of Health and Human Services (USDHHS), adjusted according to the MassDEP risk assessment methodology. (See MCP Method 1 Forms and documentation, https://www.mass.gov/doc/summary-of-proposed-mcp-method-1-standards-revisions/download .) Data source: USDHHS: Margaret A. McDowel, M.A, et al., "Anthropometric reference data for children and adults: United States, 2003-2006," National Health Statistics Reports, Number 10, October 22, 2008, Table 1, p 5. (https://www.cdc.gov/nchs/data/nhsr/nhsr010.pdf).
BW ₍₂₋₆₎ - Body Weight for age group 2-6	17.6	kg	Ibid BW ₍₁₋₂₎ Note.
BW ₍₁₋₆₎ - Body Weight for age group 1-6	16.4	kg	Ibid BW ₍₁₋₂₎ Note.

Park Visitor Imminent Hazard - Soil: Table PSIH-4 Definitions and Exposure Factors

Method 3 Lookup Tables Version v0624

Parameter	Value	Units	Notes
AP _{subchronic} - Averaging Period for subchronic noncancer	0.575	years	30 weeks
AP _{C (1-2)} - Averaging Period for cancer for the age group 1-2 for vinyl chloride mutagenic effects	1	years	
AP _{lifetime} - Averaging Period for cancer (lifetime)	70	years	
ADAF ₍₁₋₂₎ - Age Defined Adjustment Factor for mutagenic effects for age group 1-2	10	dimensionless	
ADAF ₍₂₋₆₎ - Age Defined Adjustment Factor for mutagenic effects for age group 2-6	3	dimensionless	
SA ₍₁₋₂₎ - Surface Area for age group 1-2	1708	cm ² /day	SSA - 50th percentile female body surface area from EPA EFH 2011, adjusted by MassDEP risk characterization methodology. (See MassDEP MCP Method 1 Forms and documentation, https://www.mass.gov/doc/summary-of-proposed-mcp-method-1-standards-revisions/download..) Sources of data: (1) EPA Exposure Factors Handbook, 2011 Edition (EPA EFH 2011), Chapter 7, "Table 7-11. Mean and Percentile Skin Surface Area (m ²) Derived From U.S. EPA Analysis of NHANES 1999–2006 for Children <21 Years and NHANES 2005–2006 for Adults >21 Years, Females", p 7-43. EPA/600/R-090/052F, September 2011. (https://rais.ornl.gov/documents/EFH_2011.pdf); and (2) EPA Exposure Factors Handbook (1997, Final Report), Table 6-7 (child), and Table 6-3 (age 18+) (https://cfpub.epa.gov/ncea/risk/recordisplay.cfm?deid=12464). (50th percentile of face (1/3 head), forearms, hands, lower legs, and feet for females)
SA ₍₂₋₆₎ - Surface Area for age group 2-6	2113	cm ² /day	Ibid SA ₍₁₋₂₎ Note.
SA ₍₁₋₆₎ - Surface Area for age group 1-6	2032	cm ² / day	Ibid SA ₍₁₋₂₎ Note.
SAF ₍₁₋₂₎ - Surface Adherence Factor for age group 1-2	0.3717	mg _{soil} / cm ²	SAF developed for Short Forms according to procedures outlined in MassDEP MCP Risk Characterization Guidance for Disposal Sites, 2024. See SSA tab in Method 3 Lookup Tables Version v0624.xlsx.
SAF ₍₂₋₆₎ - Surface Adherence Factor for age group 2-6	0.3747	mg _{soil} / cm ²	Ibid SAF ₍₁₋₂₎ Note.
SAF ₍₁₋₆₎ - Surface Adherence Factor for age group 1-6	0.3742	mg _{soil} / cm ²	Ibid SAF ₍₁₋₂₎ Note.

Field 2 Surface Soil (0 - 0.5 feet below turf)

**Park Visitor Imminent Hazard - Soil: Table PSIH-5
Chemical-Specific Data**

Method 3 Lookup Tables Version v0624

Oil or Hazardous Material	CSF (mg/kg-day) ⁻¹	RAF _{c-ing}	RAF _{c-derm}	Subchronic RfD mg/kg-day	Subchronic RAF _{nc-ing}	Subchronic RAF _{nc-derm}	Notes
BARIUM				2.0E-01	1	0.1	
CHROMIUM (TOTAL)				2.0E-02	1	0.1	
LEAD				7.5E-04	0.5	0.006	
ZINC				3.0E-01	1	0.1	
PETROLEUM HYDROCARBONS: AROMATICS - C11 to C22				3.0E-01	0.3	0.1	

**Park Visitor - Soil Imminent Hazard Evaluation: Table PSIH-1
Exposure Point Concentration (EPC)
Based on Visitor Ages 1-6 (Cancer) and 1-2 (Noncancer)**

Shortforms Version June 2024
Method 3 Lookup Tables Version v0624

****Do not insert or delete any rows****

ELCR (all chemicals) = NA
Subchronic HI (all chemicals) = 0.18

Click on empty cell below and select OHM using arrow.

Oil or Hazardous Material	EPC (mg/kg)	ELCR _{ingestion}	ELCR _{dermal}	ELCR _{total}	Subchronic			Notes
					HQ _{ing}	HQ _{derm}	HQ _{total}	
BARIUM	91.6				2.1E-03	1.3E-03	3.4E-03	
CHROMIUM (TOTAL)	54.3				1.2E-02	7.8E-03	2.0E-02	Cr(VI) limit is 200 mg/kg due to contact dermatitis.
LEAD	45.2				1.4E-01	1.0E-02	1.5E-01	Lead IH HQ limit is 1, not 10.
NICKEL	24.2				5.4E-03	6.9E-03	1.2E-02	
PETROLEUM HYDROCARBONS: AROMATICS - C11 to C22	10.1							

Park Visitor Imminent Hazard - Soil: Table PSIH-2
Equations to Calculate Cancer Risk for Visitor (Age 1-6 Years)

Method 3 Lookup Tables Version v0624

Cancer Risk from Ingestion

$$ELCR_{ing} = LADD_{ing} * CSF$$

$$LADD_{ing} = \frac{[OHM]_{soil} * IR_x * RAF_{c-ing} * EF_{ing} * ED * EP * C}{BW * AP_{lifetime}}$$

Cancer Risk from Dermal Absorption

$$ELCR_{derm} = LADD_{derm} * CSF$$

$$LADD_{derm} = \frac{[OHM]_{soil} * SA * RAF_{c-derm} * SAF * EF_{derm} * ED * EP * C}{BW * AP_{lifetime}}$$

Parameter	Value	Units
CSF	OHM specific	(mg/kg-day) ⁻¹
LADD	age/OHM specific	mg/kg-day
[OHM] _{soil}	OHM specific	mg/kg
IR	100	mg/day
RAF _{c-ing}	OHM specific	dimensionless
RAF _{c-derm}	OHM specific	dimensionless
EF _{ing} and EF _{derm} = EF _{Cancer}	0.25	event/day
ED	1	day/event
EP	5	years
C	0.000001	kg/mg
BW	16.4	kg
AP _{lifetime}	70	years
SA	2032	cm ² /day
SAF	0.3742	mg/cm ²

Park Visitor Imminent Hazard - Soil: Table PSIH-3
Equations to Calculate Noncancer Risk for Visitor (Age 1-2 Years)

Method 3 Lookup Tables Version v0624

Noncancer Risk from Ingestion

$$HQ_{ing} = \frac{ADD_{ing}}{RfD_{subchronic}}$$

$$ADD_{ing} = \frac{[OHM]_{soil} * IR * RAF_{nc-ing} * EF_{ing} * ED * EP * C}{BW * AP}$$

Noncancer Risk from Dermal Absorption

$$HQ_{derm} = \frac{ADD_{derm}}{RfD_{subchronic}}$$

$$ADD_{derm} = \frac{[OHM]_{soil} * SA * RAF_{nc-derm} * SAF * EF_{derm} * ED * EP * C}{BW * AP}$$

Parameter	Value	Units
RfD	OHM specific	mg/kg-day
ADD	OHM specific	mg/kg-day
[OHM] _{soil}	OHM specific	mg/kg
IR	100	mg/day
RAF _{nc-ing}	OHM specific	dimensionless
RAF _{nc-derm}	OHM specific	dimensionless
EF _{ing,derm}	0.428571429	event/day
ED	1	day/event
EP	0.575	years
C	0.000001	kg/mg
BW	9.6	kg
AP	0.575	year
SA	1708	cm ² /day
SAF	0.3742	mg/cm ²

Park Visitor Imminent Hazard - Soil: Table PSIH-4 Definitions and Exposure Factors

Method 3 Lookup Tables Version v0624

Parameter	Value	Units	Notes
ELCR - Excess Lifetime Cancer Risk	chemical specific	dimensionless	Pathway specific (ing =ingestion, derm=dermal)
CSF - Cancer Slope Factor	chemical specific	(mg/kg-day) ⁻¹	See Tables PSIH-5 and PSIH-5b.
LADD - Lifetime Average Daily Dose	chemical specific	mg/kg-day	Pathway specific - sees Table PSIH-2, PSIH-2-a, PSIH-2-b, and PSIH-2c.
HQ - Hazard Quotient	chemical specific	dimensionless	Pathway specific (ing =ingestion, derm=dermal) - see Table PSIH-3.
RfD - Reference Dose	chemical specific	mg/kg-day	See Tables PSIH-5 and PSIH-5b.
ADD - Average Daily Dose	chemical specific	mg/kg-day	Pathway specific
EPC - Exposure Point Concentration	chemical specific	mg/kg	
IR - Soil Ingestion Rate	100	mg/day	MADEP 1995. Guidance for Disposal Site Risk Characterization. Appendix Table B-3.
RAF _c - Relative Absorption Factor for Cancer Effects (exposure route specific)	chemical specific	dimensionless	Adjusts estimated dose to conform to the relevant CSF. See Table PSIH-5
RAF _{NC} - Relative Absorption Factor for non-Cancer Effects (exposure route specific)	chemical specific	dimensionless	Adjusts estimated dose to conform to the relevant RfD. See Table PSIH-5
EF _{subchronic} - Exposure Frequency for subchronic exposure	0.429	event/day	3 events/week
EF _{cancer} - Exposure Frequency for cancer effects	0.247	event/day	3 events/week, 30 weeks/year
ED - Exposure Duration	1	day/event	
EP _{sc(1-2)} - Exposure Period for age group 1-2 for non-cancer	0.575	years	30 weeks
EP _{cancer-(1-2)} - Exposure Period for age group 1-2 for cancer	1	years	
EP _{cancer-(2-6)} - Exposure Period for age group 2-6 for cancer	4	years	
EP ₍₁₋₆₎ - Exposure Period for age group 1-6	5	years	
BW ₍₁₋₂₎ - Body Weight for age group 1-2	9.6	kg	50th percentile female body weight from US Department of Health and Human Services (USDHHS), adjusted according to the MassDEP risk assessment methodology. (See MCP Method 1 Forms and documentation, https://www.mass.gov/doc/summary-of-proposed-mcp-method-1-standards-revisions/download .) Data source: USDHHS: Margaret A. McDowell, M.A, et al., "Anthropometric reference data for children and adults: United States, 2003-2006," National Health Statistics Reports, Number 10, October 22, 2008, Table 1, p 5. (https://www.cdc.gov/nchs/data/nhsr/nhsr010.pdf).
BW ₍₂₋₆₎ - Body Weight for age group 2-6	17.6	kg	Ibid BW ₍₁₋₂₎ Note.
BW ₍₁₋₆₎ - Body Weight for age group 1-6	16.4	kg	Ibid BW ₍₁₋₂₎ Note.

Park Visitor Imminent Hazard - Soil: Table PSIH-4 Definitions and Exposure Factors

Method 3 Lookup Tables Version v0624

Parameter	Value	Units	Notes
AP _{subchronic} - Averaging Period for subchronic noncancer	0.575	years	30 weeks
AP _{C (1-2)} - Averaging Period for cancer for the age group 1-2 for vinyl chloride mutagenic effects	1	years	
AP _{lifetime} - Averaging Period for cancer (lifetime)	70	years	
ADAF ₍₁₋₂₎ - Age Defined Adjustment Factor for mutagenic effects for age group 1-2	10	dimensionless	
ADAF ₍₂₋₆₎ - Age Defined Adjustment Factor for mutagenic effects for age group 2-6	3	dimensionless	
SA ₍₁₋₂₎ - Surface Area for age group 1-2	1708	cm ² /day	SSA - 50th percentile female body surface area from EPA EFH 2011, adjusted by MassDEP risk characterization methodology. (See MassDEP MCP Method 1 Forms and documentation, https://www.mass.gov/doc/summary-of-proposed-mcp-method-1-standards-revisions/download..) Sources of data: (1) EPA Exposure Factors Handbook, 2011 Edition (EPA EFH 2011), Chapter 7, "Table 7-11. Mean and Percentile Skin Surface Area (m ²) Derived From U.S. EPA Analysis of NHANES 1999–2006 for Children <21 Years and NHANES 2005–2006 for Adults >21 Years, Females", p 7-43. EPA/600/R-090/052F, September 2011. (https://rais.ornl.gov/documents/EFH_2011.pdf); and (2) EPA Exposure Factors Handbook (1997, Final Report), Table 6-7 (child), and Table 6-3 (age 18+) (https://cfpub.epa.gov/ncea/risk/recordisplay.cfm?deid=12464). (50th percentile of face (1/3 head), forearms, hands, lower legs, and feet for females)
SA ₍₂₋₆₎ - Surface Area for age group 2-6	2113	cm ² /day	Ibid SA ₍₁₋₂₎ Note.
SA ₍₁₋₆₎ - Surface Area for age group 1-6	2032	cm ² / day	Ibid SA ₍₁₋₂₎ Note.
SAF ₍₁₋₂₎ - Surface Adherence Factor for age group 1-2	0.3717	mg _{soil} / cm ²	SAF developed for Short Forms according to procedures outlined in MassDEP MCP Risk Characterization Guidance for Disposal Sites, 2024. See SSA tab in Method 3 Lookup Tables Version v0624.xlsx.
SAF ₍₂₋₆₎ - Surface Adherence Factor for age group 2-6	0.3747	mg _{soil} / cm ²	Ibid SAF ₍₁₋₂₎ Note.
SAF ₍₁₋₆₎ - Surface Adherence Factor for age group 1-6	0.3742	mg _{soil} / cm ²	Ibid SAF ₍₁₋₂₎ Note.

Field 3 Surface Soil (0 - 0.5 feet below turf)

**Park Visitor Imminent Hazard - Soil: Table PSIH-5
Chemical-Specific Data**

Method 3 Lookup Tables Version v0624

Oil or Hazardous Material	CSF (mg/kg-day) ⁻¹	RAF _{c-ing}	RAF _{c-derm}	Subchronic RfD mg/kg-day	Subchronic RAF _{nc-ing}	Subchronic RAF _{nc-derm}	Notes
BARIUM				2.0E-01	1	0.1	
CHROMIUM (TOTAL)				2.0E-02	1	0.1	
LEAD				7.5E-04	0.5	0.006	
NICKEL				2.0E-02	1	0.2	
PETROLEUM HYDROCARBONS: AROMATICS - C11 to C22				3.0E-01	0.3	0.1	

Attachment 2

MassDEP Shortform for Park Visitor – Significant Risk Evaluation

Field 1 Surface Soil (0 - 0.5 feet below turf)

Park Visitor - Soil: Table PS-1
Exposure Point Concentration (EPC)
 Based on Visitor Ages 1-31 (Cancer), 1-8 (Chronic Noncancer), and 1-2 (Subchronic Noncancer)

Shortforms Version June 2024
 Method 3 Lookup Tables Version v0624

****Do not insert or delete any rows****

ELCR (all chemicals) = 6.6E-08
 Chronic HI (all chemicals) = 0.63
 Subchronic HI (all chemicals) = 2.1

Click on empty cell below and select OHM using arrow.

Oil or Hazardous Material	EPC (mg/kg)	ELCR _{ingestion}	ELCR _{dermal}	ELCR _{total}	Chronic			Subchronic			Notes
					HQ _{ing}	HQ _{derm}	HQ _{total}	HQ _{ing}	HQ _{derm}	HQ _{total}	
ANTIMONY	7.52				2.4E-02	2.0E-02	4.5E-02	8.4E-02	5.3E-02	1.4E-01	
BARIUM	83.8				5.4E-04	4.6E-04	1.0E-03	1.9E-03	1.2E-03	3.1E-03	
CADMIUM	1.52				2.0E-03	3.3E-04	2.3E-03	6.8E-03	8.7E-04	7.7E-03	
LEAD	601				5.2E-01	5.2E-02	5.7E-01	1.8E+00	1.4E-01	1.9E+00	Lead IH HQ limit is 1, not 10.
MERCURY	0.365				7.9E-04	1.3E-03	2.1E-03	2.7E-03	3.5E-03	6.2E-03	
PETROLEUM HYDROCARBONS: AROMATICS - C11 to C22	16.5				2.1E-04	6.0E-04	8.1E-04	7.4E-05	1.6E-04	2.3E-04	
PETROLEUM HYDROCARBONS: ALIPHATICS - C19 to C36	13.4				8.7E-06	1.5E-05	2.3E-05	1.0E-05	1.3E-05	2.3E-05	
POLYCHLORINATED BIPHENYLS (PCBs)	0.087	3.5E-08	3.1E-08	6.6E-08	5.6E-03	4.7E-03	1.0E-02	7.8E-03	5.0E-03	1.3E-02	

Park Visitor - Soil: Table PS-2
Equations to Calculate Cancer Risk for Visitor (Age 1-31 Years)

Cancer Risk from Ingestion

$$ELCR_{ing} = LADD_{ing(1-31)} * CSF$$

$$LADD_{ing(1-31)} = LADD_{ing(1-8)} + LADD_{ing(8-15)} + LADD_{ing(15-31)}$$

$$LADD_{ingx} = \frac{[OHM]_{soil} * IR_x * RAF_{c-ing} * EF_{ing} * ED * EP_x * C}{BW_x * AP_{lifetime}}$$

Cancer Risk from Dermal Absorption

$$ELCR_{derm} = LADD_{derm} * CSF$$

$$LADD_{derm(1-31)} = LADD_{derm(1-8)} + LADD_{derm(8-15)} + LADD_{derm(15-31)}$$

$$LADD_{dermx} = \frac{[OHM]_{soil} * SA_x * RAF_{c-derm} * SAF_x * EF_{derm} * ED * EP_x * C}{BW_x * AP_{lifetime}}$$

Parameter	Value	Units
CSF	OHM specific	(mg/kg-day) ⁻¹
LADD	age/OHM specific	mg/kg-day
[OHM] _{soil}	OHM specific	mg/kg
IR ₍₁₋₈₎	100	mg/day
IR ₍₈₋₁₅₎	50	mg/day
IR ₍₁₅₋₃₁₎	50	mg/day
RAF _{c-ing}	OHM specific	dimensionless
RAF _{c-derm}	OHM specific	dimensionless
EF _{ing} or EF _{derm} = EF _{cancer}	0.247	event/day
ED	1	day/event
EP ₍₁₋₈₎	7	years
EP ₍₈₋₁₅₎	7	years
EP ₍₁₅₋₃₁₎	16	years
C	0.000001	kg/mg
BW ₍₁₋₈₎	19.0	kg
BW ₍₈₋₁₅₎	46.1	kg
BW ₍₁₅₋₃₁₎	64.5	kg
AP _{lifetime} = AP _{cancer}	70	years
SA ₍₁₋₈₎	2244	cm ² /day
SA ₍₈₋₁₅₎	4051	cm ² /day
SA ₍₁₅₋₃₁₎	5322	cm ² /day
SAF ₍₁₋₈₎	0.3740	mg/cm ²
SAF ₍₈₋₁₅₎	0.1365	mg/cm ²
SAF ₍₁₅₋₃₁₎	0.0829	mg/cm ²

Park Visitor - Soil: Table PS-3
Equations to Calculate Chronic Noncancer Risk for Visitor (Age 1-8 Years)

Method 3 Lookup Tables Version v0624

Chronic Noncancer Risk from Ingestion

$$HQ_{ing} = \frac{ADD_{ing}}{RfD}$$

$$ADD_{ing} = \frac{[OHM]_{soil} * IR * RAF_{nc-ing} * EF_{ing} * ED * EP * C}{BW * AP}$$

Chronic Noncancer Risk from Dermal Absorption

$$HQ_{derm} = \frac{ADD_{ing,derm}}{RfD}$$

$$ADD_{derm} = \frac{[OHM]_{soil} * SA * RAF_{nc-derm} * SAF * EF_{derm} * ED * EP * C}{BW * AP}$$

Parameter	Value	Units
RfD	OHM specific	mg/kg-day
ADD	OHM specific	mg/kg-day
[OHM] _{soil}	OHM specific	mg/kg
IR	100	mg/day
RAF _{nc-ing}	OHM specific	dimensionless
RAF _{nc-derm}	OHM specific	dimensionless
EF _{ing} or EF _{derm} = EF _{cancer}	0.247	event/day
ED	1	day/event
EP	7	years
C	0.000001	kg/mg
BW	19.0	kg
AP	7	year
SA	2244	cm ² /day

Park Visitor - Soil: Table PS-4
Equations to Calculate Subchronic Noncancer Risk for Visitor (Age 1-2 Years)

Method 3 Lookup Tables Version v0624

Subchronic Noncancer Risk from Ingestion

$$HQ_{ing} = \frac{ADD_{ing}}{RfD_{subchronic}}$$

$$ADD_{ing} = \frac{[OHM]_{soil} * IR * RAF_{nc-ing} * EF_{ing} * ED * EP * C}{BW * AP}$$

Subchronic Noncancer Risk from Dermal Absorption

$$HQ_{derm} = \frac{ADD_{derm}}{RfD_{subchronic}}$$

$$ADD_{derm} = \frac{[OHM]_{soil} * SA * RAF_{nc-derm} * SAF * EF_{derm} * ED * EP * C}{BW * AP}$$

Parameter	Value	Units
RfD	OHM specific	mg/kg-day
ADD	OHM specific	mg/kg-day
[OHM] _{soil}	OHM specific	mg/kg
IR	100	mg/day
RAF _{nc-ing}	OHM specific	dimensionless
RAF _{nc-derm}	OHM specific	dimensionless
EF _{ing} or EF _{derm} = EF _{cancer}	0.429	event/day
ED	1	day/event
EP = EP _{sc (1-2)}	0.575342466	years
C	0.000001	kg/mg
BW	9.6	kg
AP = AP _{subchronic}	0.575	year
SA	1708	cm ² /day
SAF	0.3740	mg/cm ²

Park Visitor - Soil: Table PS-5 Definitions and Exposure Factors

Parameter	Value	Units	Notes
ELCR - Excess Lifetime Cancer Risk	chemical specific	dimensionless	Pathway specific (ing =ingestion, derm=dermal)
CSF - Cancer Slope Factor	chemical specific	(mg/kg-day) ⁻¹	See Tables PS-6 and PS-6c
LADD - Lifetime Average Daily Dose	chemical specific	mg/kg-day	Pathway specific
HQ - Hazard Quotient	chemical specific	dimensionless	Pathway specific (ing =ingestion, derm=dermal)
RfD - Reference Dose	chemical specific	mg/kg-day	See Table PS-6
ADD - Average Daily Dose	chemical specific	mg/kg-day	Pathway specific
EPC - Exposure Point Concentration	chemical specific	mg/kg	
IR ₍₁₋₂₎ - Soil Ingestion Rate for age group 1-2	100	mg/day	MADEP. 1995. Guidance for Disposal Site Risk Characterization. Appendix Table B-3.
IR ₍₁₋₈₎ - Soil Ingestion Rate for age group 1-8	100	mg/day	Ibid IR ₍₁₋₂₎ Note.
IR ₍₈₋₁₅₎ - Soil Ingestion Rate for age group 8-15	50	mg/day	Ibid IR ₍₁₋₂₎ Note.
IR ₍₁₅₋₃₁₎ - Soil Ingestion Rate for age group 15-31	50	mg/day	Ibid IR ₍₁₋₂₎ Note.
IR ₍₂₋₆₎ - Soil Ingestion Rate for age group 2-6	100	mg/day	Ibid IR ₍₁₋₂₎ Note.
IR ₍₆₋₁₆₎ - Soil Ingestion Rate for age group 6-16	50	mg/day	Ibid IR ₍₁₋₂₎ Note.
IR ₍₁₆₋₃₁₎ - Soil Ingestion Rate for age group 16-31	50	mg/day	Ibid IR ₍₁₋₂₎ Note.
RAF _c - Relative Absorption Factor for Cancer Effects	chemical specific	dimensionless	Adjusts estimated dose to conform to the relevant CSF. See Table PS-6
RAF _{NC} - Relative Absorption Factor for non-Cancer Effects	chemical specific	dimensionless	Adjusts estimated dose to conform to the relevant RfD. See Table PS-6
EF _{subchronic} - Exposure Frequency for subchronic exposure	0.429	event/day	3 events/week
EF _{chronic} and EF _{cancer} - Exposure Frequency for chronic and Exposure Frequency for lifetime cancer	0.247	event/day	3 events/week, 30 weeks/year
ED - Exposure Duration	1	day/event	
EP _{sc(1-2)} - Exposure Period for age group 1-2 for Subchronic exposure	0.575	years	30 weeks
EP ₍₁₋₈₎ - Exposure Period for age group 1-8	7	years	
EP ₍₈₋₁₅₎ - Exposure Period for age group 8-15	7	years	
EP ₍₁₅₋₃₁₎ - Exposure Period for age group 15-31	16	years	
EP ₍₁₋₂₎ - Exposure Period for age group 1-2 (mutagenic effects)	1	years	
EP ₍₂₋₆₎ - Exposure Period for age group 2-6 (mutagenic effects)	4	years	
EP ₍₆₋₁₆₎ - Exposure Period for age group 6-16 (mutagenic effects)	10	years	
EP ₍₁₆₋₃₁₎ - Exposure Period for age group 16-31 (mutagenic effects)	15	years	

Park Visitor - Soil: Table PS-5
Definitions and Exposure Factors

Parameter	Value	Units	Notes
BW ₍₁₋₂₎ - Body Weight for age group 1-2; (subchronic, and mutagenic)	9.6	kg	50th percentile female body weight from US Department of Health and Human Services (USDHHS), adjusted according to the MassDEP risk assessment methodology. (See MCP Method 1 Forms and documentation, https://www.mass.gov/doc/summary-of-proposed-mcp-method-1-standards-revisions/download .) Data source: USDHHS: Margaret A. McDowell, M.A, et al., "Anthropometric reference data for children and adults: United States, 2003-2006," National Health Statistics Reports, Number 10, October 22, 2008, Table 1, p 5. (https://www.cdc.gov/nchs/data/nhsr/nhsr010.pdf).
BW ₍₁₋₈₎ - Body Weight for age group 1-8	19.0	kg	Ibid BW ₍₁₋₂₎ Note.
BW ₍₈₋₁₅₎ - Body Weight for age group 8-15	46.1	kg	Ibid BW ₍₁₋₂₎ Note.
BW ₍₁₅₋₃₁₎ - Body Weight for age group 15-31	64.5	kg	Ibid BW ₍₁₋₂₎ Note.
BW ₍₂₋₆₎ - Body Weight for age group 2-6	17.6	kg	Ibid BW ₍₁₋₂₎ Note.
BW ₍₆₋₁₆₎ - Body Weight for age group 6-16	43.2	kg	Ibid BW ₍₁₋₂₎ Note.
BW ₍₁₆₋₃₁₎ - Body Weight for age group 16-31	65.0	kg	Ibid BW ₍₁₋₂₎ Note.
AP _{subchronic} - Averaging Period for subchronic noncancer	0.575	years	30 weeks
AP _{chronic} - Averaging Period for chronic noncancer	7	years	
AP _{C (1-2)} - Averaging Period for cancer for the age group 1-2 for vinyl chloride mutagenic effects	1	years	
AP _{cancer} - Averaging Period for cancer/lifetime	70	years	
ADAF ₍₁₋₂₎ - Age Defined Adjustment Factor for mutagenic effects for age group 1-2	10	dimensionless	
ADAF ₍₂₋₆₎ - Age Defined Adjustment Factor for mutagenic effects for age group 2-6	3	dimensionless	
ADAF ₍₆₋₁₆₎ - Age Defined Adjustment Factor for mutagenic effects for age group 6-16	3	dimensionless	
ADAF ₍₁₆₋₃₁₎ - Age Defined Adjustment Factor for mutagenic effects for age group 16-31	1	dimensionless	

**Park Visitor - Soil: Table PS-5
Definitions and Exposure Factors**

Parameter	Value	Units	Notes
SA ₍₁₋₂₎ - Surface Area for age group 1-2	1708	cm ² /day	SSA - 50th percentile female body surface area from EPA EFH 2011, adjusted by MassDEP risk characterization methodology. (See MassDEP MCP Method 1 Forms and documentation, https://www.mass.gov/doc/summary-of-proposed-mcp-method-1-standards-revisions/download..) Sources of data: (1) EPA Exposure Factors Handbook, 2011 Edition (EPA EFH 2011), Chapter 7, "Table 7-11. Mean and Percentile Skin Surface Area (m2) Derived From U.S. EPA Analysis of NHANES 1999–2006 for Children <21 Years and NHANES 2005–2006 for Adults >21 Years, Females", p 7-43. EPA/600/R-090/052F, September 2011. (https://rais.ornl.gov/documents/EFH_2011.pdf); and (2) EPA Exposure Factors Handbook (1997, Final Report), Table 6-7 (child), and Table 6-3 (age 18+) (https://cfpub.epa.gov/ncea/risk/recordisplay.cfm?deid=12464). (50th percentile of face (1/3 head), forearms, hands, lower legs, and feet for females.)
SA ₍₁₋₈₎ - Surface Area for age group 1-8	2244	cm ² /day	Ibid SA ₍₁₋₂₎ Note.
SA ₍₈₋₁₅₎ - Surface Area for age group 8-15	4051	cm ² /day	Ibid SA ₍₁₋₂₎ Note.
SA ₍₁₅₋₃₁₎ - Surface Area for age group 15-31	5322	cm ² /day	Ibid SA ₍₁₋₂₎ Note.
SA ₍₂₋₆₎ - Surface Area for age group 2-6	2113	cm ² /day	Ibid SA ₍₁₋₂₎ Note.
SA ₍₆₋₁₆₎ - Surface Area for age group 6-16	3875	cm ² /day	Ibid SA ₍₁₋₂₎ Note.
SA ₍₁₆₋₃₁₎ - Surface Area for age group 16-31	5354	cm ² /day	Ibid SA ₍₁₋₂₎ Note.
SAF ₍₁₋₂₎ - Surface Adherence Factor for age group 1-2	0.3717	mg _{soil} / cm ²	SAF developed for Short Forms according to procedures outlined in MassDEP MCP Risk Characterization Guidance for Disposal Sites, 2024. See SSA tab in Method 3 Lookup Tables Version v0624.xlsx.
SAF ₍₁₋₈₎ - Surface Adherence Factor for age group 1-8	0.3740	mg _{soil} / cm ²	Ibid SAF ₍₁₋₂₎ Note.
SAF ₍₈₋₁₅₎ - Surface Adherence Factor for age group 8-15	0.1365	mg _{soil} / cm ²	Ibid SAF ₍₁₋₂₎ Note.
SAF ₍₁₅₋₃₁₎ - Surface Adherence Factor for age group 15-31	0.0829	mg _{soil} / cm ²	Ibid SAF ₍₁₋₂₎ Note.
SAF ₍₂₋₆₎ - Surface Adherence Factor for age group 2-6	0.3747	mg/cm ⁴	Ibid SAF ₍₁₋₂₎ Note.
SAF ₍₆₋₁₆₎ - Surface Adherence Factor for age group 6-16	0.1702	mg/cm ⁵	Ibid SAF ₍₁₋₂₎ Note.
SAF ₍₁₆₋₃₁₎ - Surface Adherence Factor for age group 16-31	0.0826	mg/cm ²	Ibid SAF ₍₁₋₂₎ Note.

Field 1 Surface Soil (0 - 0.5 feet below turf)

**Park Visitor - Soil: Table PS-6
Chemical-Specific Data**

Method 3 Lookup Tables Version v0624

Oil or Hazardous Material	CSF (mg/kg-day) ⁻¹	RAF _{c-ing}	RAF _{c-derm}	Chronic RfD mg/kg-day	Subchronic RfD mg/kg-day	Chronic RAF _{nc-ing}	Chronic RAF _{nc-derm}	Subchronic RAF _{nc-ing}	Subchronic RAF _{nc-derm}	Notes
ANTIMONY				4.0E-04	4.0E-04	1	0.1	1	0.1	
BARIUM				2.0E-01	2.0E-01	1	0.1	1	0.1	
CADMIUM				5.0E-04	5.0E-04	0.5	0.01	0.5	0.01	
LEAD				7.5E-04	7.5E-04	0.5	0.006	0.5	0.006	
MERCURY				3.0E-04	3.0E-04	0.5	0.1	0.5	0.1	
PETROLEUM HYDROCARBONS: AROMATICS - C11 to C22				3.0E-02	3.0E-01	0.3	0.1	0.3	0.1	
PETROLEUM HYDROCARBONS: ALIPHATICS - C19 to C36				2.0E+00	6.0E+00	1	0.2	1	0.2	
POLYCHLORINATED BIPHENYLS (PCBs)	2.0E+00	1	0.1	2.0E-05	5.0E-05	1	0.1	1	0.1	

Field 1 Subsurface Soil (0.5 - 5 feet below turf)

Park Visitor - Soil: Table PS-1
Exposure Point Concentration (EPC)
 Based on Visitor Ages 1-31 (Cancer), 1-8 (Chronic Noncancer), and 1-2 (Subchronic Noncancer)

Shortforms Version June 2024
 Method 3 Lookup Tables Version v0624

****Do not insert or delete any rows****

ELCR (all chemicals) = 6.4E-06
 Chronic HI (all chemicals) = 17.6
 Subchronic HI (all chemicals) = 54.4

Click on empty cell below and select OHM using arrow.

Oil or Hazardous Material	EPC (mg/kg)	ELCR _{ingestion}	ELCR _{dermal}	ELCR _{total}	Chronic			Subchronic			Notes
					HQ _{ing}	HQ _{derm}	HQ _{total}	HQ _{ing}	HQ _{derm}	HQ _{total}	
ANTIMONY	2,660				8.6E+00	7.2E+00	1.6E+01	3.0E+01	1.9E+01	4.9E+01	
ARSENIC	27.3	4.1E-06	2.2E-06	6.3E-06	5.9E-02	3.0E-02	8.9E-02	2.0E-01	7.8E-02	2.8E-01	
BARIUM	288				1.9E-03	1.6E-03	3.4E-03	6.5E-03	4.1E-03	1.1E-02	
CADMIUM	3.61				4.7E-03	7.9E-04	5.5E-03	1.6E-02	2.1E-03	1.8E-02	
CHROMIUM (TOTAL)	19.4				8.4E-03	7.0E-03	1.5E-02	4.3E-03	2.8E-03	7.1E-03	Cr(VI) limit is 200 mg/kg due to contact dermatitis.
LEAD	1,610				1.4E+00	1.4E-01	1.5E+00	4.8E+00	3.7E-01	5.2E+00	Lead IH HQ limit is 1, not 10.
NICKEL	17.5				1.1E-03	1.9E-03	3.0E-03	3.9E-03	5.0E-03	8.9E-03	
ZINC	4,150				1.8E-02	1.5E-02	3.3E-02	6.2E-02	3.9E-02	1.0E-01	
PETROLEUM HYDROCARBONS: AROMATICS - C11 to C22	21.6				2.8E-04	7.8E-04	1.1E-03	9.7E-05	2.0E-04	3.0E-04	
PETROLEUM HYDROCARBONS: ALIPHATICS - C19 to C36	21.0				1.4E-05	2.3E-05	3.6E-05	1.6E-05	2.0E-05	3.6E-05	
POLYCHLORINATED BIPHENYLS (PCBs)	0.157	6.3E-08	5.6E-08	1.2E-07	1.0E-02	8.5E-03	1.9E-02	1.4E-02	8.9E-03	2.3E-02	

Park Visitor - Soil: Table PS-2
Equations to Calculate Cancer Risk for Visitor (Age 1-31 Years)

Cancer Risk from Ingestion

$$ELCR_{ing} = LADD_{ing(1-31)} * CSF$$

$$LADD_{ing(1-31)} = LADD_{ing(1-8)} + LADD_{ing(8-15)} + LADD_{ing(15-31)}$$

$$LADD_{ingx} = \frac{[OHM]_{soil} * IR_x * RAF_{c-ing} * EF_{ing} * ED * EP_x * C}{BW_x * AP_{lifetime}}$$

Cancer Risk from Dermal Absorption

$$ELCR_{derm} = LADD_{derm} * CSF$$

$$LADD_{derm(1-31)} = LADD_{derm(1-8)} + LADD_{derm(8-15)} + LADD_{derm(15-31)}$$

$$LADD_{dermx} = \frac{[OHM]_{soil} * SA_x * RAF_{c-derm} * SAF_x * EF_{derm} * ED * EP_x * C}{BW_x * AP_{lifetime}}$$

Parameter	Value	Units
CSF	OHM specific	(mg/kg-day) ⁻¹
LADD	age/OHM specific	mg/kg-day
[OHM] _{soil}	OHM specific	mg/kg
IR ₍₁₋₈₎	100	mg/day
IR ₍₈₋₁₅₎	50	mg/day
IR ₍₁₅₋₃₁₎	50	mg/day
RAF _{c-ing}	OHM specific	dimensionless
RAF _{c-derm}	OHM specific	dimensionless
EF _{ing} or EF _{derm} = EF _{cancer}	0.247	event/day
ED	1	day/event
EP ₍₁₋₈₎	7	years
EP ₍₈₋₁₅₎	7	years
EP ₍₁₅₋₃₁₎	16	years
C	0.000001	kg/mg
BW ₍₁₋₈₎	19.0	kg
BW ₍₈₋₁₅₎	46.1	kg
BW ₍₁₅₋₃₁₎	64.5	kg
AP _{lifetime} = AP _{cancer}	70	years
SA ₍₁₋₈₎	2244	cm ² /day
SA ₍₈₋₁₅₎	4051	cm ² /day
SA ₍₁₅₋₃₁₎	5322	cm ² /day
SAF ₍₁₋₈₎	0.3740	mg/cm ²
SAF ₍₈₋₁₅₎	0.1365	mg/cm ²
SAF ₍₁₅₋₃₁₎	0.0829	mg/cm ²

Park Visitor - Soil: Table PS-3
Equations to Calculate Chronic Noncancer Risk for Visitor (Age 1-8 Years)

Method 3 Lookup Tables Version v0624

Chronic Noncancer Risk from Ingestion

$$HQ_{ing} = \frac{ADD_{ing}}{RfD}$$

$$ADD_{ing} = \frac{[OHM]_{soil} * IR * RAF_{nc-ing} * EF_{ing} * ED * EP * C}{BW * AP}$$

Chronic Noncancer Risk from Dermal Absorption

$$HQ_{derm} = \frac{ADD_{ing,derm}}{RfD}$$

$$ADD_{derm} = \frac{[OHM]_{soil} * SA * RAF_{nc-derm} * SAF * EF_{derm} * ED * EP * C}{BW * AP}$$

Parameter	Value	Units
RfD	OHM specific	mg/kg-day
ADD	OHM specific	mg/kg-day
[OHM] _{soil}	OHM specific	mg/kg
IR	100	mg/day
RAF _{nc-ing}	OHM specific	dimensionless
RAF _{nc-derm}	OHM specific	dimensionless
EF _{ing} or EF _{derm} = EF _{cancer}	0.247	event/day
ED	1	day/event
EP	7	years
C	0.000001	kg/mg
BW	19.0	kg
AP	7	year
SA	2244	cm ² /day

Park Visitor - Soil: Table PS-4
Equations to Calculate Subchronic Noncancer Risk for Visitor (Age 1-2 Years)

Method 3 Lookup Tables Version v0624

Subchronic Noncancer Risk from Ingestion

$$HQ_{ing} = \frac{ADD_{ing}}{RfD_{subchronic}}$$

$$ADD_{ing} = \frac{[OHM]_{soil} * IR * RAF_{nc-ing} * EF_{ing} * ED * EP * C}{BW * AP}$$

Subchronic Noncancer Risk from Dermal Absorption

$$HQ_{derm} = \frac{ADD_{derm}}{RfD_{subchronic}}$$

$$ADD_{derm} = \frac{[OHM]_{soil} * SA * RAF_{nc-derm} * SAF * EF_{derm} * ED * EP * C}{BW * AP}$$

Parameter	Value	Units
RfD	OHM specific	mg/kg-day
ADD	OHM specific	mg/kg-day
[OHM] _{soil}	OHM specific	mg/kg
IR	100	mg/day
RAF _{nc-ing}	OHM specific	dimensionless
RAF _{nc-derm}	OHM specific	dimensionless
EF _{ing} or EF _{derm} = EF _{cancer}	0.429	event/day
ED	1	day/event
EP = EP _{sc (1-2)}	0.575342466	years
C	0.000001	kg/mg
BW	9.6	kg
AP = AP _{subchronic}	0.575	year
SA	1708	cm ² /day
SAF	0.3740	mg/cm ²

Park Visitor - Soil: Table PS-5 Definitions and Exposure Factors

Parameter	Value	Units	Notes
ELCR - Excess Lifetime Cancer Risk	chemical specific	dimensionless	Pathway specific (ing =ingestion, derm=dermal)
CSF - Cancer Slope Factor	chemical specific	(mg/kg-day) ⁻¹	See Tables PS-6 and PS-6c
LADD - Lifetime Average Daily Dose	chemical specific	mg/kg-day	Pathway specific
HQ - Hazard Quotient	chemical specific	dimensionless	Pathway specific (ing =ingestion, derm=dermal)
RfD - Reference Dose	chemical specific	mg/kg-day	See Table PS-6
ADD - Average Daily Dose	chemical specific	mg/kg-day	Pathway specific
EPC - Exposure Point Concentration	chemical specific	mg/kg	
IR ₍₁₋₂₎ - Soil Ingestion Rate for age group 1-2	100	mg/day	MADEP. 1995. Guidance for Disposal Site Risk Characterization. Appendix Table B-3.
IR ₍₁₋₈₎ - Soil Ingestion Rate for age group 1-8	100	mg/day	Ibid IR ₍₁₋₂₎ Note.
IR ₍₈₋₁₅₎ - Soil Ingestion Rate for age group 8-15	50	mg/day	Ibid IR ₍₁₋₂₎ Note.
IR ₍₁₅₋₃₁₎ - Soil Ingestion Rate for age group 15-31	50	mg/day	Ibid IR ₍₁₋₂₎ Note.
IR ₍₂₋₆₎ - Soil Ingestion Rate for age group 2-6	100	mg/day	Ibid IR ₍₁₋₂₎ Note.
IR ₍₆₋₁₆₎ - Soil Ingestion Rate for age group 6-16	50	mg/day	Ibid IR ₍₁₋₂₎ Note.
IR ₍₁₆₋₃₁₎ - Soil Ingestion Rate for age group 16-31	50	mg/day	Ibid IR ₍₁₋₂₎ Note.
RAF _c - Relative Absorption Factor for Cancer Effects	chemical specific	dimensionless	Adjusts estimated dose to conform to the relevant CSF. See Table PS-6
RAF _{NC} - Relative Absorption Factor for non-Cancer Effects	chemical specific	dimensionless	Adjusts estimated dose to conform to the relevant RfD. See Table PS-6
EF _{subchronic} - Exposure Frequency for subchronic exposure	0.429	event/day	3 events/week
EF _{chronic} and EF _{cancer} - Exposure Frequency for chronic and Exposure Frequency for lifetime cancer	0.247	event/day	3 events/week, 30 weeks/year
ED - Exposure Duration	1	day/event	
EP _{sc(1-2)} - Exposure Period for age group 1-2 for Subchronic exposure	0.575	years	30 weeks
EP ₍₁₋₈₎ - Exposure Period for age group 1-8	7	years	
EP ₍₈₋₁₅₎ - Exposure Period for age group 8-15	7	years	
EP ₍₁₅₋₃₁₎ - Exposure Period for age group 15-31	16	years	
EP ₍₁₋₂₎ - Exposure Period for age group 1-2 (mutagenic effects)	1	years	
EP ₍₂₋₆₎ - Exposure Period for age group 2-6 (mutagenic effects)	4	years	
EP ₍₆₋₁₆₎ - Exposure Period for age group 6-16 (mutagenic effects)	10	years	
EP ₍₁₆₋₃₁₎ - Exposure Period for age group 16-31 (mutagenic effects)	15	years	

Park Visitor - Soil: Table PS-5
Definitions and Exposure Factors

Parameter	Value	Units	Notes
BW ₍₁₋₂₎ - Body Weight for age group 1-2; (subchronic, and mutagenic)	9.6	kg	50th percentile female body weight from US Department of Health and Human Services (USDHHS), adjusted according to the MassDEP risk assessment methodology. (See MCP Method 1 Forms and documentation, https://www.mass.gov/doc/summary-of-proposed-mcp-method-1-standards-revisions/download .) Data source: USDHHS: Margaret A. McDowell, M.A, et al., "Anthropometric reference data for children and adults: United States, 2003-2006," National Health Statistics Reports, Number 10, October 22, 2008, Table 1, p 5. (https://www.cdc.gov/nchs/data/nhsr/nhsr010.pdf).
BW ₍₁₋₈₎ - Body Weight for age group 1-8	19.0	kg	Ibid BW ₍₁₋₂₎ Note.
BW ₍₈₋₁₅₎ - Body Weight for age group 8-15	46.1	kg	Ibid BW ₍₁₋₂₎ Note.
BW ₍₁₅₋₃₁₎ - Body Weight for age group 15-31	64.5	kg	Ibid BW ₍₁₋₂₎ Note.
BW ₍₂₋₆₎ - Body Weight for age group 2-6	17.6	kg	Ibid BW ₍₁₋₂₎ Note.
BW ₍₆₋₁₆₎ - Body Weight for age group 6-16	43.2	kg	Ibid BW ₍₁₋₂₎ Note.
BW ₍₁₆₋₃₁₎ - Body Weight for age group 16-31	65.0	kg	Ibid BW ₍₁₋₂₎ Note.
AP _{subchronic} - Averaging Period for subchronic noncancer	0.575	years	30 weeks
AP _{chronic} - Averaging Period for chronic noncancer	7	years	
AP _{C (1-2)} - Averaging Period for cancer for the age group 1-2 for vinyl chloride mutagenic effects	1	years	
AP _{cancer} - Averaging Period for cancer/lifetime	70	years	
ADAF ₍₁₋₂₎ - Age Defined Adjustment Factor for mutagenic effects for age group 1-2	10	dimensionless	
ADAF ₍₂₋₆₎ - Age Defined Adjustment Factor for mutagenic effects for age group 2-6	3	dimensionless	
ADAF ₍₆₋₁₆₎ - Age Defined Adjustment Factor for mutagenic effects for age group 6-16	3	dimensionless	
ADAF ₍₁₆₋₃₁₎ - Age Defined Adjustment Factor for mutagenic effects for age group 16-31	1	dimensionless	

Park Visitor - Soil: Table PS-5 Definitions and Exposure Factors

Parameter	Value	Units	Notes
SA ₍₁₋₂₎ - Surface Area for age group 1-2	1708	cm ² /day	SSA - 50th percentile female body surface area from EPA EFH 2011, adjusted by MassDEP risk characterization methodology. (See MassDEP MCP Method 1 Forms and documentation, https://www.mass.gov/doc/summary-of-proposed-mcp-method-1-standards-revisions/download..) Sources of data: (1) EPA Exposure Factors Handbook, 2011 Edition (EPA EFH 2011), Chapter 7, "Table 7-11. Mean and Percentile Skin Surface Area (m2) Derived From U.S. EPA Analysis of NHANES 1999–2006 for Children <21 Years and NHANES 2005–2006 for Adults >21 Years, Females", p 7-43. EPA/600/R-090/052F, September 2011. (https://rais.ornl.gov/documents/EFH_2011.pdf); and (2) EPA Exposure Factors Handbook (1997, Final Report), Table 6-7 (child), and Table 6-3 (age 18+) (https://cfpub.epa.gov/ncea/risk/recordisplay.cfm?deid=12464). (50th percentile of face (1/3 head), forearms, hands, lower legs, and feet for females.)
SA ₍₁₋₈₎ - Surface Area for age group 1-8	2244	cm ² /day	Ibid SA ₍₁₋₂₎ Note.
SA ₍₈₋₁₅₎ - Surface Area for age group 8-15	4051	cm ² /day	Ibid SA ₍₁₋₂₎ Note.
SA ₍₁₅₋₃₁₎ - Surface Area for age group 15-31	5322	cm ² /day	Ibid SA ₍₁₋₂₎ Note.
SA ₍₂₋₆₎ - Surface Area for age group 2-6	2113	cm ² /day	Ibid SA ₍₁₋₂₎ Note.
SA ₍₆₋₁₆₎ - Surface Area for age group 6-16	3875	cm ² /day	Ibid SA ₍₁₋₂₎ Note.
SA ₍₁₆₋₃₁₎ - Surface Area for age group 16-31	5354	cm ² /day	Ibid SA ₍₁₋₂₎ Note.
SAF ₍₁₋₂₎ - Surface Adherence Factor for age group 1-2	0.3717	mg _{soil} / cm ²	SAF developed for Short Forms according to procedures outlined in MassDEP MCP Risk Characterization Guidance for Disposal Sites, 2024. See SSA tab in Method 3 Lookup Tables Version v0624.xlsx.
SAF ₍₁₋₈₎ - Surface Adherence Factor for age group 1-8	0.3740	mg _{soil} / cm ²	Ibid SAF ₍₁₋₂₎ Note.
SAF ₍₈₋₁₅₎ - Surface Adherence Factor for age group 8-15	0.1365	mg _{soil} / cm ²	Ibid SAF ₍₁₋₂₎ Note.
SAF ₍₁₅₋₃₁₎ - Surface Adherence Factor for age group 15-31	0.0829	mg _{soil} / cm ²	Ibid SAF ₍₁₋₂₎ Note.
SAF ₍₂₋₆₎ - Surface Adherence Factor for age group 2-6	0.3747	mg/cm ⁴	Ibid SAF ₍₁₋₂₎ Note.
SAF ₍₆₋₁₆₎ - Surface Adherence Factor for age group 6-16	0.1702	mg/cm ⁵	Ibid SAF ₍₁₋₂₎ Note.
SAF ₍₁₆₋₃₁₎ - Surface Adherence Factor for age group 16-31	0.0826	mg/cm ²	Ibid SAF ₍₁₋₂₎ Note.

Field 1 Surface Soil (0 - 0.5 feet below turf)

**Park Visitor - Soil: Table PS-6
Chemical-Specific Data**

Method 3 Lookup Tables Version v0624

Oil or Hazardous Material	CSF (mg/kg-day) ⁻¹	RAF _{c-ing}	RAF _{c-derm}	Chronic RfD mg/kg-day	Subchronic RfD mg/kg-day	Chronic RAF _{nc-ing}	Chronic RAF _{nc-derm}	Subchronic RAF _{nc-ing}	Subchronic RAF _{nc-derm}	Notes
ANTIMONY				4.0E-04	4.0E-04	1	0.1	1	0.1	
ARSENIC	1.5E+00	0.5	0.03	3.0E-04	3.0E-04	0.5	0.03	0.5	0.03	
BARIUM				2.0E-01	2.0E-01	1	0.1	1	0.1	
CADMIUM				5.0E-04	5.0E-04	0.5	0.01	0.5	0.01	
CHROMIUM (TOTAL)				3.0E-03	2.0E-02	1	0.1	1	0.1	
LEAD				7.5E-04	7.5E-04	0.5	0.006	0.5	0.006	
NICKEL				2.0E-02	2.0E-02	1	0.2	1	0.2	
ZINC				3.0E-01	3.0E-01	1	0.1	1	0.1	
PETROLEUM HYDROCARBONS: AROMATICS - C11 to C22				3.0E-02	3.0E-01	0.3	0.1	0.3	0.1	
PETROLEUM HYDROCARBONS: ALIPHATICS - C19 to C36				2.0E+00	6.0E+00	1	0.2	1	0.2	
POLYCHLORINATED BIPHENYLS (PCBs)	2.0E+00	1	0.1	2.0E-05	5.0E-05	1	0.1	1	0.1	

Field 2 Surface Soil (0 - 0.5 feet below turf)

Park Visitor - Soil: Table PS-1
Exposure Point Concentration (EPC)
 Based on Visitor Ages 1-31 (Cancer), 1-8 (Chronic Noncancer), and 1-2 (Subchronic Noncancer)

Shortforms Version June 2024
 Method 3 Lookup Tables Version v0624

****Do not insert or delete any rows****

ELCR (all chemicals) = NA
 Chronic HI (all chemicals) = 0.09
 Subchronic HI (all chemicals) = 0.23

Click on empty cell below and select OHM using arrow.

Oil or Hazardous Material	EPC (mg/kg)	ELCR _{ingestion}	ELCR _{dermal}	ELCR _{total}	Chronic			Subchronic			Notes
					HQ _{ing}	HQ _{derm}	HQ _{total}	HQ _{ing}	HQ _{derm}	HQ _{total}	
BARIUM	70.1				4.5E-04	3.8E-04	8.4E-04	1.6E-03	1.0E-03	2.6E-03	
PETROLEUM HYDROCARBONS: AROMATICS - C11 to C22	9.79				1.3E-04	3.6E-04	4.8E-04	4.4E-05	9.3E-05	1.4E-04	
CHROMIUM (TOTAL)	29.3				1.3E-02	1.1E-02	2.3E-02	6.6E-03	4.2E-03	1.1E-02	Cr(VI) limit is 200 mg/kg due to contact dermatitis.
LEAD	66.8				5.8E-02	5.8E-03	6.4E-02	2.0E-01	1.5E-02	2.1E-01	Lead IH HQ limit is 1, not 10.
ZINC	97.5				4.2E-04	3.5E-04	7.8E-04	1.5E-03	9.2E-04	2.4E-03	

Park Visitor - Soil: Table PS-2
Equations to Calculate Cancer Risk for Visitor (Age 1-31 Years)

Cancer Risk from Ingestion

$$ELCR_{ing} = LADD_{ing(1-31)} * CSF$$

$$LADD_{ing(1-31)} = LADD_{ing(1-8)} + LADD_{ing(8-15)} + LADD_{ing(15-31)}$$

$$LADD_{ingx} = \frac{[OHM]_{soil} * IR_x * RAF_{c-ing} * EF_{ing} * ED * EP_x * C}{BW_x * AP_{lifetime}}$$

Cancer Risk from Dermal Absorption

$$ELCR_{derm} = LADD_{derm} * CSF$$

$$LADD_{derm(1-31)} = LADD_{derm(1-8)} + LADD_{derm(8-15)} + LADD_{derm(15-31)}$$

$$LADD_{dermx} = \frac{[OHM]_{soil} * SA_x * RAF_{c-derm} * SAF_x * EF_{derm} * ED * EP_x * C}{BW_x * AP_{lifetime}}$$

Parameter	Value	Units
CSF	OHM specific	(mg/kg-day) ⁻¹
LADD	age/OHM specific	mg/kg-day
[OHM] _{soil}	OHM specific	mg/kg
IR ₍₁₋₈₎	100	mg/day
IR ₍₈₋₁₅₎	50	mg/day
IR ₍₁₅₋₃₁₎	50	mg/day
RAF _{c-ing}	OHM specific	dimensionless
RAF _{c-derm}	OHM specific	dimensionless
EF _{ing} or EF _{derm} = EF _{cancer}	0.247	event/day
ED	1	day/event
EP ₍₁₋₈₎	7	years
EP ₍₈₋₁₅₎	7	years
EP ₍₁₅₋₃₁₎	16	years
C	0.000001	kg/mg
BW ₍₁₋₈₎	19.0	kg
BW ₍₈₋₁₅₎	46.1	kg
BW ₍₁₅₋₃₁₎	64.5	kg
AP _{lifetime} = AP _{cancer}	70	years
SA ₍₁₋₈₎	2244	cm ² /day
SA ₍₈₋₁₅₎	4051	cm ² /day
SA ₍₁₅₋₃₁₎	5322	cm ² /day
SAF ₍₁₋₈₎	0.3740	mg/cm ²
SAF ₍₈₋₁₅₎	0.1365	mg/cm ²
SAF ₍₁₅₋₃₁₎	0.0829	mg/cm ²

Park Visitor - Soil: Table PS-3
Equations to Calculate Chronic Noncancer Risk for Visitor (Age 1-8 Years)

Method 3 Lookup Tables Version v0624

Chronic Noncancer Risk from Ingestion

$$HQ_{ing} = \frac{ADD_{ing}}{RfD}$$

$$ADD_{ing} = \frac{[OHM]_{soil} * IR * RAF_{nc-ing} * EF_{ing} * ED * EP * C}{BW * AP}$$

Chronic Noncancer Risk from Dermal Absorption

$$HQ_{derm} = \frac{ADD_{ing,derm}}{RfD}$$

$$ADD_{derm} = \frac{[OHM]_{soil} * SA * RAF_{nc-derm} * SAF * EF_{derm} * ED * EP * C}{BW * AP}$$

Parameter	Value	Units
RfD	OHM specific	mg/kg-day
ADD	OHM specific	mg/kg-day
[OHM] _{soil}	OHM specific	mg/kg
IR	100	mg/day
RAF _{nc-ing}	OHM specific	dimensionless
RAF _{nc-derm}	OHM specific	dimensionless
EF _{ing} or EF _{derm} = EF _{cancer}	0.247	event/day
ED	1	day/event
EP	7	years
C	0.000001	kg/mg
BW	19.0	kg
AP	7	year
SA	2244	cm ² /day

Park Visitor - Soil: Table PS-4
Equations to Calculate Subchronic Noncancer Risk for Visitor (Age 1-2 Years)

Method 3 Lookup Tables Version v0624

Subchronic Noncancer Risk from Ingestion

$$HQ_{ing} = \frac{ADD_{ing}}{RfD_{subchronic}}$$

$$ADD_{ing} = \frac{[OHM]_{soil} * IR * RAF_{nc-ing} * EF_{ing} * ED * EP * C}{BW * AP}$$

Subchronic Noncancer Risk from Dermal Absorption

$$HQ_{derm} = \frac{ADD_{derm}}{RfD_{subchronic}}$$

$$ADD_{derm} = \frac{[OHM]_{soil} * SA * RAF_{nc-derm} * SAF * EF_{derm} * ED * EP * C}{BW * AP}$$

Parameter	Value	Units
RfD	OHM specific	mg/kg-day
ADD	OHM specific	mg/kg-day
[OHM] _{soil}	OHM specific	mg/kg
IR	100	mg/day
RAF _{nc-ing}	OHM specific	dimensionless
RAF _{nc-derm}	OHM specific	dimensionless
EF _{ing} or EF _{derm} = EF _{cancer}	0.429	event/day
ED	1	day/event
EP = EP _{sc (1-2)}	0.575342466	years
C	0.000001	kg/mg
BW	9.6	kg
AP = AP _{subchronic}	0.575	year
SA	1708	cm ² /day
SAF	0.3740	mg/cm ²

Park Visitor - Soil: Table PS-5 Definitions and Exposure Factors

Parameter	Value	Units	Notes
ELCR - Excess Lifetime Cancer Risk	chemical specific	dimensionless	Pathway specific (ing =ingestion, derm=dermal)
CSF - Cancer Slope Factor	chemical specific	(mg/kg-day) ⁻¹	See Tables PS-6 and PS-6c
LADD - Lifetime Average Daily Dose	chemical specific	mg/kg-day	Pathway specific
HQ - Hazard Quotient	chemical specific	dimensionless	Pathway specific (ing =ingestion, derm=dermal)
RfD - Reference Dose	chemical specific	mg/kg-day	See Table PS-6
ADD - Average Daily Dose	chemical specific	mg/kg-day	Pathway specific
EPC - Exposure Point Concentration	chemical specific	mg/kg	
IR ₍₁₋₂₎ - Soil Ingestion Rate for age group 1-2	100	mg/day	MADEP. 1995. Guidance for Disposal Site Risk Characterization. Appendix Table B-3.
IR ₍₁₋₈₎ - Soil Ingestion Rate for age group 1-8	100	mg/day	Ibid IR ₍₁₋₂₎ Note.
IR ₍₈₋₁₅₎ - Soil Ingestion Rate for age group 8-15	50	mg/day	Ibid IR ₍₁₋₂₎ Note.
IR ₍₁₅₋₃₁₎ - Soil Ingestion Rate for age group 15-31	50	mg/day	Ibid IR ₍₁₋₂₎ Note.
IR ₍₂₋₆₎ - Soil Ingestion Rate for age group 2-6	100	mg/day	Ibid IR ₍₁₋₂₎ Note.
IR ₍₆₋₁₆₎ - Soil Ingestion Rate for age group 6-16	50	mg/day	Ibid IR ₍₁₋₂₎ Note.
IR ₍₁₆₋₃₁₎ - Soil Ingestion Rate for age group 16-31	50	mg/day	Ibid IR ₍₁₋₂₎ Note.
RAF _c - Relative Absorption Factor for Cancer Effects	chemical specific	dimensionless	Adjusts estimated dose to conform to the relevant CSF. See Table PS-6
RAF _{NC} - Relative Absorption Factor for non-Cancer Effects	chemical specific	dimensionless	Adjusts estimated dose to conform to the relevant RfD. See Table PS-6
EF _{subchronic} - Exposure Frequency for subchronic exposure	0.429	event/day	3 events/week
EF _{chronic} and EF _{cancer} - Exposure Frequency for chronic and Exposure Frequency for lifetime cancer	0.247	event/day	3 events/week, 30 weeks/year
ED - Exposure Duration	1	day/event	
EP _{sc(1-2)} - Exposure Period for age group 1-2 for Subchronic exposure	0.575	years	30 weeks
EP ₍₁₋₈₎ - Exposure Period for age group 1-8	7	years	
EP ₍₈₋₁₅₎ - Exposure Period for age group 8-15	7	years	
EP ₍₁₅₋₃₁₎ - Exposure Period for age group 15-31	16	years	
EP ₍₁₋₂₎ - Exposure Period for age group 1-2 (mutagenic effects)	1	years	
EP ₍₂₋₆₎ - Exposure Period for age group 2-6 (mutagenic effects)	4	years	
EP ₍₆₋₁₆₎ - Exposure Period for age group 6-16 (mutagenic effects)	10	years	
EP ₍₁₆₋₃₁₎ - Exposure Period for age group 16-31 (mutagenic effects)	15	years	

Park Visitor - Soil: Table PS-5
Definitions and Exposure Factors

Parameter	Value	Units	Notes
BW ₍₁₋₂₎ - Body Weight for age group 1-2; (subchronic, and mutagenic)	9.6	kg	50th percentile female body weight from US Department of Health and Human Services (USDHHS), adjusted according to the MassDEP risk assessment methodology. (See MCP Method 1 Forms and documentation, https://www.mass.gov/doc/summary-of-proposed-mcp-method-1-standards-revisions/download .) Data source: USDHHS: Margaret A. McDowell, M.A, et al., "Anthropometric reference data for children and adults: United States, 2003-2006," National Health Statistics Reports, Number 10, October 22, 2008, Table 1, p 5. (https://www.cdc.gov/nchs/data/nhsr/nhsr010.pdf).
BW ₍₁₋₈₎ - Body Weight for age group 1-8	19.0	kg	Ibid BW ₍₁₋₂₎ Note.
BW ₍₈₋₁₅₎ - Body Weight for age group 8-15	46.1	kg	Ibid BW ₍₁₋₂₎ Note.
BW ₍₁₅₋₃₁₎ - Body Weight for age group 15-31	64.5	kg	Ibid BW ₍₁₋₂₎ Note.
BW ₍₂₋₆₎ - Body Weight for age group 2-6	17.6	kg	Ibid BW ₍₁₋₂₎ Note.
BW ₍₆₋₁₆₎ - Body Weight for age group 6-16	43.2	kg	Ibid BW ₍₁₋₂₎ Note.
BW ₍₁₆₋₃₁₎ - Body Weight for age group 16-31	65.0	kg	Ibid BW ₍₁₋₂₎ Note.
AP _{subchronic} - Averaging Period for subchronic noncancer	0.575	years	30 weeks
AP _{chronic} - Averaging Period for chronic noncancer	7	years	
AP _{C (1-2)} - Averaging Period for cancer for the age group 1-2 for vinyl chloride mutagenic effects	1	years	
AP _{cancer} - Averaging Period for cancer/lifetime	70	years	
ADAF ₍₁₋₂₎ - Age Defined Adjustment Factor for mutagenic effects for age group 1-2	10	dimensionless	
ADAF ₍₂₋₆₎ - Age Defined Adjustment Factor for mutagenic effects for age group 2-6	3	dimensionless	
ADAF ₍₆₋₁₆₎ - Age Defined Adjustment Factor for mutagenic effects for age group 6-16	3	dimensionless	
ADAF ₍₁₆₋₃₁₎ - Age Defined Adjustment Factor for mutagenic effects for age group 16-31	1	dimensionless	

Park Visitor - Soil: Table PS-5 Definitions and Exposure Factors

Parameter	Value	Units	Notes
SA ₍₁₋₂₎ - Surface Area for age group 1-2	1708	cm ² /day	SSA - 50th percentile female body surface area from EPA EFH 2011, adjusted by MassDEP risk characterization methodology. (See MassDEP MCP Method 1 Forms and documentation, https://www.mass.gov/doc/summary-of-proposed-mcp-method-1-standards-revisions/download..) Sources of data: (1) EPA Exposure Factors Handbook, 2011 Edition (EPA EFH 2011), Chapter 7, "Table 7-11. Mean and Percentile Skin Surface Area (m2) Derived From U.S. EPA Analysis of NHANES 1999–2006 for Children <21 Years and NHANES 2005–2006 for Adults >21 Years, Females", p 7-43. EPA/600/R-090/052F, September 2011. (https://rais.ornl.gov/documents/EFH_2011.pdf); and (2) EPA Exposure Factors Handbook (1997, Final Report), Table 6-7 (child), and Table 6-3 (age 18+) (https://cfpub.epa.gov/ncea/risk/recordisplay.cfm?deid=12464). (50th percentile of face (1/3 head), forearms, hands, lower legs, and feet for females.)
SA ₍₁₋₈₎ - Surface Area for age group 1-8	2244	cm ² /day	Ibid SA ₍₁₋₂₎ Note.
SA ₍₈₋₁₅₎ - Surface Area for age group 8-15	4051	cm ² /day	Ibid SA ₍₁₋₂₎ Note.
SA ₍₁₅₋₃₁₎ - Surface Area for age group 15-31	5322	cm ² /day	Ibid SA ₍₁₋₂₎ Note.
SA ₍₂₋₆₎ - Surface Area for age group 2-6	2113	cm ² /day	Ibid SA ₍₁₋₂₎ Note.
SA ₍₆₋₁₆₎ - Surface Area for age group 6-16	3875	cm ² /day	Ibid SA ₍₁₋₂₎ Note.
SA ₍₁₆₋₃₁₎ - Surface Area for age group 16-31	5354	cm ² /day	Ibid SA ₍₁₋₂₎ Note.
SAF ₍₁₋₂₎ - Surface Adherence Factor for age group 1-2	0.3717	mg _{soil} / cm ²	SAF developed for Short Forms according to procedures outlined in MassDEP MCP Risk Characterization Guidance for Disposal Sites, 2024. See SSA tab in Method 3 Lookup Tables Version v0624.xlsx.
SAF ₍₁₋₈₎ - Surface Adherence Factor for age group 1-8	0.3740	mg _{soil} / cm ²	Ibid SAF ₍₁₋₂₎ Note.
SAF ₍₈₋₁₅₎ - Surface Adherence Factor for age group 8-15	0.1365	mg _{soil} / cm ²	Ibid SAF ₍₁₋₂₎ Note.
SAF ₍₁₅₋₃₁₎ - Surface Adherence Factor for age group 15-31	0.0829	mg _{soil} / cm ²	Ibid SAF ₍₁₋₂₎ Note.
SAF ₍₂₋₆₎ - Surface Adherence Factor for age group 2-6	0.3747	mg/cm ⁴	Ibid SAF ₍₁₋₂₎ Note.
SAF ₍₆₋₁₆₎ - Surface Adherence Factor for age group 6-16	0.1702	mg/cm ⁵	Ibid SAF ₍₁₋₂₎ Note.
SAF ₍₁₆₋₃₁₎ - Surface Adherence Factor for age group 16-31	0.0826	mg/cm ²	Ibid SAF ₍₁₋₂₎ Note.

Field 2 Surface Soil (0 - 0.5 feet below turf)

**Park Visitor - Soil: Table PS-6
Chemical-Specific Data**

Method 3 Lookup Tables Version v0624

Oil or Hazardous Material	CSF (mg/kg-day) ⁻¹	RAF _{c-ing}	RAF _{c-derm}	Chronic RfD mg/kg-day	Subchronic RfD mg/kg-day	Chronic RAF _{nc-ing}	Chronic RAF _{nc-derm}	Subchronic RAF _{nc-ing}	Subchronic RAF _{nc-derm}	Notes
BARIUM				2.0E-01	2.0E-01	1	0.1	1	0.1	
PETROLEUM HYDROCARBONS: AROMATICS - C11 to C22				3.0E-02	3.0E-01	0.3	0.1	0.3	0.1	
CHROMIUM (TOTAL)				3.0E-03	2.0E-02	1	0.1	1	0.1	
LEAD				7.5E-04	7.5E-04	0.5	0.006	0.5	0.006	
ZINC				3.0E-01	3.0E-01	1	0.1	1	0.1	

Field 2 Subsurface Soil (0.5 - 5 feet below turf)

Park Visitor - Soil: Table PS-1
Exposure Point Concentration (EPC)
 Based on Visitor Ages 1-31 (Cancer), 1-8 (Chronic Noncancer), and 1-2 (Subchronic Noncancer)

Shortforms Version June 2024
 Method 3 Lookup Tables Version v0624

ELCR (all chemicals) = 3.77E-06

Chronic HI (all chemicals) = 1.98

Subchronic HI (all chemicals) = 6.27

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Click on empty cell below and select OHM using arrow.

Oil or Hazardous Material	EPC (mg/kg)	ELCR _{ingestion}	ELCR _{dermal}	ELCR _{total}	Chronic			Subchronic			Notes
					HQ _{ing}	HQ _{derm}	HQ _{total}	HQ _{ing}	HQ _{derm}	HQ _{total}	
ANTIMONY	17.2				5.6E-02	4.7E-02	1.0E-01	1.9E-01	1.2E-01	3.1E-01	
ARSENIC	13.1	2.0E-06	1.0E-06	3.0E-06	2.8E-02	1.4E-02	4.3E-02	9.8E-02	3.7E-02	1.4E-01	
BARIUM	293				1.9E-03	1.6E-03	3.5E-03	6.6E-03	4.2E-03	1.1E-02	
PETROLEUM HYDROCARBONS: AROMATICS - C11 to C22	12.3				1.6E-04	4.4E-04	6.0E-04	5.5E-05	1.2E-04	1.7E-04	
PETROLEUM HYDROCARBONS: ALIPHATICS - C19 to C36	16.4				1.1E-05	1.8E-05	2.8E-05	1.2E-05	1.6E-05	2.8E-05	
CHROMIUM (TOTAL)	40.9				1.8E-02	1.5E-02	3.3E-02	9.2E-03	5.8E-03	1.5E-02	Cr(VI) limit is 200 mg/kg due to contact dermatitis.
LEAD	1,710				1.5E+00	1.5E-01	1.6E+00	5.1E+00	3.9E-01	5.5E+00	Lead IH HQ limit is 1, not 10.
NICKEL	54.9				3.6E-03	6.0E-03	9.5E-03	1.2E-02	1.6E-02	2.8E-02	
POLYCHLORINATED BIPHENYLS (PCBs)	1.01	4.0E-07	3.6E-07	7.6E-07	6.5E-02	5.5E-02	1.2E-01	9.0E-02	5.7E-02	1.5E-01	
TETRACHLOROETHYLENE	0.000777	3.1E-12	8.2E-13	3.9E-12	1.7E-07	4.2E-08	2.1E-07	5.8E-07	1.1E-07	6.9E-07	
ZINC	4,781				2.1E-02	1.7E-02	3.8E-02	7.1E-02	4.5E-02	1.2E-01	

Park Visitor - Soil: Table PS-2
Equations to Calculate Cancer Risk for Visitor (Age 1-31 Years)

Cancer Risk from Ingestion

$$ELCR_{ing} = LADD_{ing(1-31)} * CSF$$

$$LADD_{ing(1-31)} = LADD_{ing(1-8)} + LADD_{ing(8-15)} + LADD_{ing(15-31)}$$

$$LADD_{ingx} = \frac{[OHM]_{soil} * IR_x * RAF_{c-ing} * EF_{ing} * ED * EP_x * C}{BW_x * AP_{lifetime}}$$

Cancer Risk from Dermal Absorption

$$ELCR_{derm} = LADD_{derm} * CSF$$

$$LADD_{derm(1-31)} = LADD_{derm(1-8)} + LADD_{derm(8-15)} + LADD_{derm(15-31)}$$

$$LADD_{dermx} = \frac{[OHM]_{soil} * SA_x * RAF_{c-derm} * SAF_x * EF_{derm} * ED * EP_x * C}{BW_x * AP_{lifetime}}$$

Parameter	Value	Units
CSF	OHM specific	(mg/kg-day) ⁻¹
LADD	age/OHM specific	mg/kg-day
[OHM] _{soil}	OHM specific	mg/kg
IR ₍₁₋₈₎	100	mg/day
IR ₍₈₋₁₅₎	50	mg/day
IR ₍₁₅₋₃₁₎	50	mg/day
RAF _{c-ing}	OHM specific	dimensionless
RAF _{c-derm}	OHM specific	dimensionless
EF _{ing} or EF _{derm} = EF _{cancer}	0.247	event/day
ED	1	day/event
EP ₍₁₋₈₎	7	years
EP ₍₈₋₁₅₎	7	years
EP ₍₁₅₋₃₁₎	16	years
C	0.000001	kg/mg
BW ₍₁₋₈₎	19.0	kg
BW ₍₈₋₁₅₎	46.1	kg
BW ₍₁₅₋₃₁₎	64.5	kg
AP _{lifetime} = AP _{cancer}	70	years
SA ₍₁₋₈₎	2244	cm ² /day
SA ₍₈₋₁₅₎	4051	cm ² /day
SA ₍₁₅₋₃₁₎	5322	cm ² /day
SAF ₍₁₋₈₎	0.3740	mg/cm ²
SAF ₍₈₋₁₅₎	0.1365	mg/cm ²
SAF ₍₁₅₋₃₁₎	0.0829	mg/cm ²

Park Visitor - Soil: Table PS-3
Equations to Calculate Chronic Noncancer Risk for Visitor (Age 1-8 Years)

Method 3 Lookup Tables Version v0624

Chronic Noncancer Risk from Ingestion

$$HQ_{ing} = \frac{ADD_{ing}}{RfD}$$

$$ADD_{ing} = \frac{[OHM]_{soil} * IR * RAF_{nc-ing} * EF_{ing} * ED * EP * C}{BW * AP}$$

Chronic Noncancer Risk from Dermal Absorption

$$HQ_{derm} = \frac{ADD_{ing,derm}}{RfD}$$

$$ADD_{derm} = \frac{[OHM]_{soil} * SA * RAF_{nc-derm} * SAF * EF_{derm} * ED * EP * C}{BW * AP}$$

Parameter	Value	Units
RfD	OHM specific	mg/kg-day
ADD	OHM specific	mg/kg-day
[OHM] _{soil}	OHM specific	mg/kg
IR	100	mg/day
RAF _{nc-ing}	OHM specific	dimensionless
RAF _{nc-derm}	OHM specific	dimensionless
EF _{ing} or EF _{derm} = EF _{cancer}	0.247	event/day
ED	1	day/event
EP	7	years
C	0.000001	kg/mg
BW	19.0	kg
AP	7	year
SA	2244	cm ² /day

Park Visitor - Soil: Table PS-4
Equations to Calculate Subchronic Noncancer Risk for Visitor (Age 1-2 Years)

Method 3 Lookup Tables Version v0624

Subchronic Noncancer Risk from Ingestion

$$HQ_{ing} = \frac{ADD_{ing}}{RfD_{subchronic}}$$

$$ADD_{ing} = \frac{[OHM]_{soil} * IR * RAF_{nc-ing} * EF_{ing} * ED * EP * C}{BW * AP}$$

Subchronic Noncancer Risk from Dermal Absorption

$$HQ_{derm} = \frac{ADD_{derm}}{RfD_{subchronic}}$$

$$ADD_{derm} = \frac{[OHM]_{soil} * SA * RAF_{nc-derm} * SAF * EF_{derm} * ED * EP * C}{BW * AP}$$

Parameter	Value	Units
RfD	OHM specific	mg/kg-day
ADD	OHM specific	mg/kg-day
[OHM] _{soil}	OHM specific	mg/kg
IR	100	mg/day
RAF _{nc-ing}	OHM specific	dimensionless
RAF _{nc-derm}	OHM specific	dimensionless
EF _{ing} or EF _{derm} = EF _{cancer}	0.429	event/day
ED	1	day/event
EP = EP _{sc (1-2)}	0.575342466	years
C	0.000001	kg/mg
BW	9.6	kg
AP = AP _{subchronic}	0.575	year
SA	1708	cm ² /day
SAF	0.3740	mg/cm ²

Park Visitor - Soil: Table PS-5

Definitions and Exposure Factors

Parameter	Value	Units	Notes
ELCR - Excess Lifetime Cancer Risk	chemical specific	dimensionless	Pathway specific (ing =ingestion, derm=dermal)
CSF - Cancer Slope Factor	chemical specific	(mg/kg-day) ⁻¹	See Tables PS-6 and PS-6c
LADD - Lifetime Average Daily Dose	chemical specific	mg/kg-day	Pathway specific
HQ - Hazard Quotient	chemical specific	dimensionless	Pathway specific (ing =ingestion, derm=dermal)
RfD - Reference Dose	chemical specific	mg/kg-day	See Table PS-6
ADD - Average Daily Dose	chemical specific	mg/kg-day	Pathway specific
EPC - Exposure Point Concentration	chemical specific	mg/kg	
IR ₍₁₋₂₎ - Soil Ingestion Rate for age group 1-2	100	mg/day	MADEP. 1995. Guidance for Disposal Site Risk Characterization. Appendix Table B-3.
IR ₍₁₋₈₎ - Soil Ingestion Rate for age group 1-8	100	mg/day	Ibid IR ₍₁₋₂₎ Note.
IR ₍₈₋₁₅₎ - Soil Ingestion Rate for age group 8-15	50	mg/day	Ibid IR ₍₁₋₂₎ Note.
IR ₍₁₅₋₃₁₎ - Soil Ingestion Rate for age group 15-31	50	mg/day	Ibid IR ₍₁₋₂₎ Note.
IR ₍₂₋₆₎ - Soil Ingestion Rate for age group 2-6	100	mg/day	Ibid IR ₍₁₋₂₎ Note.
IR ₍₆₋₁₆₎ - Soil Ingestion Rate for age group 6-16	50	mg/day	Ibid IR ₍₁₋₂₎ Note.
IR ₍₁₆₋₃₁₎ - Soil Ingestion Rate for age group 16-31	50	mg/day	Ibid IR ₍₁₋₂₎ Note.
RAF _c - Relative Absorption Factor for Cancer Effects	chemical specific	dimensionless	Adjusts estimated dose to conform to the relevant CSF. See Table PS-6
RAF _{NC} - Relative Absorption Factor for non-Cancer Effects	chemical specific	dimensionless	Adjusts estimated dose to conform to the relevant RfD. See Table PS-6
EF _{subchronic} - Exposure Frequency for subchronic exposure	0.429	event/day	3 events/week
EF _{chronic} and EF _{cancer} - Exposure Frequency for chronic and Exposure Frequency for lifetime cancer	0.247	event/day	3 events/week, 30 weeks/year
ED - Exposure Duration	1	day/event	
EP _{sc(1-2)} - Exposure Period for age group 1-2 for Subchronic exposure	0.575	years	30 weeks
EP ₍₁₋₈₎ - Exposure Period for age group 1-8	7	years	
EP ₍₈₋₁₅₎ - Exposure Period for age group 8-15	7	years	
EP ₍₁₅₋₃₁₎ - Exposure Period for age group 15-31	16	years	
EP ₍₁₋₂₎ - Exposure Period for age group 1-2 (mutagenic effects)	1	years	
EP ₍₂₋₆₎ - Exposure Period for age group 2-6 (mutagenic effects)	4	years	
EP ₍₆₋₁₆₎ - Exposure Period for age group 6-16 (mutagenic effects)	10	years	
EP ₍₁₆₋₃₁₎ - Exposure Period for age group 16-31 (mutagenic effects)	15	years	

Park Visitor - Soil: Table PS-5
Definitions and Exposure Factors

Parameter	Value	Units	Notes
BW ₍₁₋₂₎ - Body Weight for age group 1-2; (subchronic, and mutagenic)	9.6	kg	50th percentile female body weight from US Department of Health and Human Services (USDHHS), adjusted according to the MassDEP risk assessment methodology. (See MCP Method 1 Forms and documentation, https://www.mass.gov/doc/summary-of-proposed-mcp-method-1-standards-revisions/download .) Data source: USDHHS: Margaret A. McDowell, M.A, et al., "Anthropometric reference data for children and adults: United States, 2003-2006," National Health Statistics Reports, Number 10, October 22, 2008, Table 1, p 5. (https://www.cdc.gov/nchs/data/nhsr/nhsr010.pdf).
BW ₍₁₋₈₎ - Body Weight for age group 1-8	19.0	kg	Ibid BW ₍₁₋₂₎ Note.
BW ₍₈₋₁₅₎ - Body Weight for age group 8-15	46.1	kg	Ibid BW ₍₁₋₂₎ Note.
BW ₍₁₅₋₃₁₎ - Body Weight for age group 15-31	64.5	kg	Ibid BW ₍₁₋₂₎ Note.
BW ₍₂₋₆₎ - Body Weight for age group 2-6	17.6	kg	Ibid BW ₍₁₋₂₎ Note.
BW ₍₆₋₁₆₎ - Body Weight for age group 6-16	43.2	kg	Ibid BW ₍₁₋₂₎ Note.
BW ₍₁₆₋₃₁₎ - Body Weight for age group 16-31	65.0	kg	Ibid BW ₍₁₋₂₎ Note.
AP _{subchronic} - Averaging Period for subchronic noncancer	0.575	years	30 weeks
AP _{chronic} - Averaging Period for chronic noncancer	7	years	
AP _{C (1-2)} - Averaging Period for cancer for the age group 1-2 for vinyl chloride mutagenic effects	1	years	
AP _{cancer} - Averaging Period for cancer/lifetime	70	years	
ADAF ₍₁₋₂₎ - Age Defined Adjustment Factor for mutagenic effects for age group 1-2	10	dimensionless	
ADAF ₍₂₋₆₎ - Age Defined Adjustment Factor for mutagenic effects for age group 2-6	3	dimensionless	
ADAF ₍₆₋₁₆₎ - Age Defined Adjustment Factor for mutagenic effects for age group 6-16	3	dimensionless	
ADAF ₍₁₆₋₃₁₎ - Age Defined Adjustment Factor for mutagenic effects for age group 16-31	1	dimensionless	

Park Visitor - Soil: Table PS-5 Definitions and Exposure Factors

Parameter	Value	Units	Notes
SA ₍₁₋₂₎ - Surface Area for age group 1-2	1708	cm ² /day	SSA - 50th percentile female body surface area from EPA EFH 2011, adjusted by MassDEP risk characterization methodology. (See MassDEP MCP Method 1 Forms and documentation, https://www.mass.gov/doc/summary-of-proposed-mcp-method-1-standards-revisions/download..) Sources of data: (1) EPA Exposure Factors Handbook, 2011 Edition (EPA EFH 2011), Chapter 7, "Table 7-11. Mean and Percentile Skin Surface Area (m2) Derived From U.S. EPA Analysis of NHANES 1999–2006 for Children <21 Years and NHANES 2005–2006 for Adults >21 Years, Females", p 7-43. EPA/600/R-090/052F, September 2011. (https://rais.ornl.gov/documents/EFH_2011.pdf); and (2) EPA Exposure Factors Handbook (1997, Final Report), Table 6-7 (child), and Table 6-3 (age 18+) (https://cfpub.epa.gov/ncea/risk/recordisplay.cfm?deid=12464). (50th percentile of face (1/3 head), forearms, hands, lower legs, and feet for females.)
SA ₍₁₋₈₎ - Surface Area for age group 1-8	2244	cm ² /day	Ibid SA ₍₁₋₂₎ Note.
SA ₍₈₋₁₅₎ - Surface Area for age group 8-15	4051	cm ² /day	Ibid SA ₍₁₋₂₎ Note.
SA ₍₁₅₋₃₁₎ - Surface Area for age group 15-31	5322	cm ² /day	Ibid SA ₍₁₋₂₎ Note.
SA ₍₂₋₆₎ - Surface Area for age group 2-6	2113	cm ² /day	Ibid SA ₍₁₋₂₎ Note.
SA ₍₆₋₁₆₎ - Surface Area for age group 6-16	3875	cm ² /day	Ibid SA ₍₁₋₂₎ Note.
SA ₍₁₆₋₃₁₎ - Surface Area for age group 16-31	5354	cm ² /day	Ibid SA ₍₁₋₂₎ Note.
SAF ₍₁₋₂₎ - Surface Adherence Factor for age group 1-2	0.3717	mg _{soil} / cm ²	SAF developed for Short Forms according to procedures outlined in MassDEP MCP Risk Characterization Guidance for Disposal Sites, 2024. See SSA tab in Method 3 Lookup Tables Version v0624.xlsx.
SAF ₍₁₋₈₎ - Surface Adherence Factor for age group 1-8	0.3740	mg _{soil} / cm ²	Ibid SAF ₍₁₋₂₎ Note.
SAF ₍₈₋₁₅₎ - Surface Adherence Factor for age group 8-15	0.1365	mg _{soil} / cm ²	Ibid SAF ₍₁₋₂₎ Note.
SAF ₍₁₅₋₃₁₎ - Surface Adherence Factor for age group 15-31	0.0829	mg _{soil} / cm ²	Ibid SAF ₍₁₋₂₎ Note.
SAF ₍₂₋₆₎ - Surface Adherence Factor for age group 2-6	0.3747	mg/cm ⁴	Ibid SAF ₍₁₋₂₎ Note.
SAF ₍₆₋₁₆₎ - Surface Adherence Factor for age group 6-16	0.1702	mg/cm ⁵	Ibid SAF ₍₁₋₂₎ Note.
SAF ₍₁₆₋₃₁₎ - Surface Adherence Factor for age group 16-31	0.0826	mg/cm ²	Ibid SAF ₍₁₋₂₎ Note.

Field 2 Subsurface Soil (0.5 - 5 feet below turf)

**Park Visitor - Soil: Table PS-6
Chemical-Specific Data**

Method 3 Lookup Tables Version v0624

Oil or Hazardous Material	CSF (mg/kg-day) ⁻¹	RAF _{c-ing}	RAF _{c-derm}	Chronic RfD mg/kg-day	Subchronic RfD mg/kg-day	Chronic RAF _{nc-ing}	Chronic RAF _{nc-derm}	Subchronic RAF _{nc-ing}	Subchronic RAF _{nc-derm}	Notes
ANTIMONY				4.0E-04	4.0E-04	1	0.1	1	0.1	
ARSENIC	1.5E+00	0.5	0.03	3.0E-04	3.0E-04	0.5	0.03	0.5	0.03	
BARIUM				2.0E-01	2.0E-01	1	0.1	1	0.1	
PETROLEUM HYDROCARBONS: AROMATICS - C11 to C22				3.0E-02	3.0E-01	0.3	0.1	0.3	0.1	
PETROLEUM HYDROCARBONS: ALIPHATICS - C19 to C36				2.0E+00	6.0E+00	1	0.2	1	0.2	
CHROMIUM (TOTAL)				3.0E-03	2.0E-02	1	0.1	1	0.1	
LEAD				7.5E-04	7.5E-04	0.5	0.006	0.5	0.006	
NICKEL				2.0E-02	2.0E-02	1	0.2	1	0.2	
POLYCHLORINATED BIPHENYLS (PCBs)	2.0E+00	1	0.1	2.0E-05	5.0E-05	1	0.1	1	0.1	
TETRACHLOROETHYLENE	2.0E-02	1	0.03	6.0E-03	6.0E-03	1	0.03	1	0.03	
ZINC				3.0E-01	3.0E-01	1	0.1	1	0.1	

Field 3 Surface Soil (0 - 0.5 feet below turf)

Park Visitor - Soil: Table PS-1
Exposure Point Concentration (EPC)
 Based on Visitor Ages 1-31 (Cancer), 1-8 (Chronic Noncancer), and 1-2 (Subchronic Noncancer)

Shortforms Version June 2024
 Method 3 Lookup Tables Version v0624

****Do not insert or delete any rows****

ELCR (all chemicals) = NA
 Chronic HI (all chemicals) = 0.04
 Subchronic HI (all chemicals) = 0.10

Click on empty cell below and select OHM using arrow.

Oil or Hazardous Material	EPC (mg/kg)	ELCR _{ingestion}	ELCR _{dermal}	ELCR _{total}	Chronic			Subchronic			Notes
					HQ _{ing}	HQ _{derm}	HQ _{total}	HQ _{ing}	HQ _{derm}	HQ _{total}	
BARIUM	41.8				2.7E-04	2.3E-04	5.0E-04	9.4E-04	5.9E-04	1.5E-03	
PETROLEUM HYDROCARBONS: AROMATICS - C11 to C22	8.76				1.1E-04	3.2E-04	4.3E-04	3.9E-05	8.3E-05	1.2E-04	
CHROMIUM (TOTAL)	20.6				8.9E-03	7.5E-03	1.6E-02	4.6E-03	2.9E-03	7.5E-03	Cr(VI) limit is 200 mg/kg due to contact dermatitis.
LEAD	25.5				2.2E-02	2.2E-03	2.4E-02	7.6E-02	5.8E-03	8.2E-02	Lead IH HQ limit is 1, not 10.
NICKEL	9.76				6.3E-04	1.1E-03	1.7E-03	2.2E-03	2.8E-03	5.0E-03	

Park Visitor - Soil: Table PS-2
Equations to Calculate Cancer Risk for Visitor (Age 1-31 Years)

Cancer Risk from Ingestion

$$ELCR_{ing} = LADD_{ing(1-31)} * CSF$$

$$LADD_{ing(1-31)} = LADD_{ing(1-8)} + LADD_{ing(8-15)} + LADD_{ing(15-31)}$$

$$LADD_{ingx} = \frac{[OHM]_{soil} * IR_x * RAF_{c-ing} * EF_{ing} * ED * EP_x * C}{BW_x * AP_{lifetime}}$$

Cancer Risk from Dermal Absorption

$$ELCR_{derm} = LADD_{derm} * CSF$$

$$LADD_{derm(1-31)} = LADD_{derm(1-8)} + LADD_{derm(8-15)} + LADD_{derm(15-31)}$$

$$LADD_{dermx} = \frac{[OHM]_{soil} * SA_x * RAF_{c-derm} * SAF_x * EF_{derm} * ED * EP_x * C}{BW_x * AP_{lifetime}}$$

Parameter	Value	Units
CSF	OHM specific	(mg/kg-day) ⁻¹
LADD	age/OHM specific	mg/kg-day
[OHM] _{soil}	OHM specific	mg/kg
IR ₍₁₋₈₎	100	mg/day
IR ₍₈₋₁₅₎	50	mg/day
IR ₍₁₅₋₃₁₎	50	mg/day
RAF _{c-ing}	OHM specific	dimensionless
RAF _{c-derm}	OHM specific	dimensionless
EF _{ing} or EF _{derm} = EF _{cancer}	0.247	event/day
ED	1	day/event
EP ₍₁₋₈₎	7	years
EP ₍₈₋₁₅₎	7	years
EP ₍₁₅₋₃₁₎	16	years
C	0.000001	kg/mg
BW ₍₁₋₈₎	19.0	kg
BW ₍₈₋₁₅₎	46.1	kg
BW ₍₁₅₋₃₁₎	64.5	kg
AP _{lifetime} = AP _{cancer}	70	years
SA ₍₁₋₈₎	2244	cm ² /day
SA ₍₈₋₁₅₎	4051	cm ² /day
SA ₍₁₅₋₃₁₎	5322	cm ² /day
SAF ₍₁₋₈₎	0.3740	mg/cm ²
SAF ₍₈₋₁₅₎	0.1365	mg/cm ²
SAF ₍₁₅₋₃₁₎	0.0829	mg/cm ²

Park Visitor - Soil: Table PS-3
Equations to Calculate Chronic Noncancer Risk for Visitor (Age 1-8 Years)

Method 3 Lookup Tables Version v0624

Chronic Noncancer Risk from Ingestion

$$HQ_{ing} = \frac{ADD_{ing}}{RfD}$$

$$ADD_{ing} = \frac{[OHM]_{soil} * IR * RAF_{nc-ing} * EF_{ing} * ED * EP * C}{BW * AP}$$

Chronic Noncancer Risk from Dermal Absorption

$$HQ_{derm} = \frac{ADD_{ing,derm}}{RfD}$$

$$ADD_{derm} = \frac{[OHM]_{soil} * SA * RAF_{nc-derm} * SAF * EF_{derm} * ED * EP * C}{BW * AP}$$

Parameter	Value	Units
RfD	OHM specific	mg/kg-day
ADD	OHM specific	mg/kg-day
[OHM] _{soil}	OHM specific	mg/kg
IR	100	mg/day
RAF _{nc-ing}	OHM specific	dimensionless
RAF _{nc-derm}	OHM specific	dimensionless
EF _{ing} or EF _{derm} = EF _{cancer}	0.247	event/day
ED	1	day/event
EP	7	years
C	0.000001	kg/mg
BW	19.0	kg
AP	7	year
SA	2244	cm ² /day

Park Visitor - Soil: Table PS-4
Equations to Calculate Subchronic Noncancer Risk for Visitor (Age 1-2 Years)

Method 3 Lookup Tables Version v0624

Subchronic Noncancer Risk from Ingestion

$$HQ_{ing} = \frac{ADD_{ing}}{RfD_{subchronic}}$$

$$ADD_{ing} = \frac{[OHM]_{soil} * IR * RAF_{nc-ing} * EF_{ing} * ED * EP * C}{BW * AP}$$

Subchronic Noncancer Risk from Dermal Absorption

$$HQ_{derm} = \frac{ADD_{derm}}{RfD_{subchronic}}$$

$$ADD_{derm} = \frac{[OHM]_{soil} * SA * RAF_{nc-derm} * SAF * EF_{derm} * ED * EP * C}{BW * AP}$$

Parameter	Value	Units
RfD	OHM specific	mg/kg-day
ADD	OHM specific	mg/kg-day
[OHM] _{soil}	OHM specific	mg/kg
IR	100	mg/day
RAF _{nc-ing}	OHM specific	dimensionless
RAF _{nc-derm}	OHM specific	dimensionless
EF _{ing} or EF _{derm} = EF _{cancer}	0.429	event/day
ED	1	day/event
EP = EP _{sc (1-2)}	0.575342466	years
C	0.000001	kg/mg
BW	9.6	kg
AP = AP _{subchronic}	0.575	year
SA	1708	cm ² /day
SAF	0.3740	mg/cm ²

Park Visitor - Soil: Table PS-5 Definitions and Exposure Factors

Parameter	Value	Units	Notes
ELCR - Excess Lifetime Cancer Risk	chemical specific	dimensionless	Pathway specific (ing =ingestion, derm=dermal)
CSF - Cancer Slope Factor	chemical specific	(mg/kg-day) ⁻¹	See Tables PS-6 and PS-6c
LADD - Lifetime Average Daily Dose	chemical specific	mg/kg-day	Pathway specific
HQ - Hazard Quotient	chemical specific	dimensionless	Pathway specific (ing =ingestion, derm=dermal)
RfD - Reference Dose	chemical specific	mg/kg-day	See Table PS-6
ADD - Average Daily Dose	chemical specific	mg/kg-day	Pathway specific
EPC - Exposure Point Concentration	chemical specific	mg/kg	
IR ₍₁₋₂₎ - Soil Ingestion Rate for age group 1-2	100	mg/day	MADEP. 1995. Guidance for Disposal Site Risk Characterization. Appendix Table B-3.
IR ₍₁₋₈₎ - Soil Ingestion Rate for age group 1-8	100	mg/day	Ibid IR ₍₁₋₂₎ Note.
IR ₍₈₋₁₅₎ - Soil Ingestion Rate for age group 8-15	50	mg/day	Ibid IR ₍₁₋₂₎ Note.
IR ₍₁₅₋₃₁₎ - Soil Ingestion Rate for age group 15-31	50	mg/day	Ibid IR ₍₁₋₂₎ Note.
IR ₍₂₋₆₎ - Soil Ingestion Rate for age group 2-6	100	mg/day	Ibid IR ₍₁₋₂₎ Note.
IR ₍₆₋₁₆₎ - Soil Ingestion Rate for age group 6-16	50	mg/day	Ibid IR ₍₁₋₂₎ Note.
IR ₍₁₆₋₃₁₎ - Soil Ingestion Rate for age group 16-31	50	mg/day	Ibid IR ₍₁₋₂₎ Note.
RAF _c - Relative Absorption Factor for Cancer Effects	chemical specific	dimensionless	Adjusts estimated dose to conform to the relevant CSF. See Table PS-6
RAF _{NC} - Relative Absorption Factor for non-Cancer Effects	chemical specific	dimensionless	Adjusts estimated dose to conform to the relevant RfD. See Table PS-6
EF _{subchronic} - Exposure Frequency for subchronic exposure	0.429	event/day	3 events/week
EF _{chronic} and EF _{cancer} - Exposure Frequency for chronic and Exposure Frequency for lifetime cancer	0.247	event/day	3 events/week, 30 weeks/year
ED - Exposure Duration	1	day/event	
EP _{sc(1-2)} - Exposure Period for age group 1-2 for Subchronic exposure	0.575	years	30 weeks
EP ₍₁₋₈₎ - Exposure Period for age group 1-8	7	years	
EP ₍₈₋₁₅₎ - Exposure Period for age group 8-15	7	years	
EP ₍₁₅₋₃₁₎ - Exposure Period for age group 15-31	16	years	
EP ₍₁₋₂₎ - Exposure Period for age group 1-2 (mutagenic effects)	1	years	
EP ₍₂₋₆₎ - Exposure Period for age group 2-6 (mutagenic effects)	4	years	
EP ₍₆₋₁₆₎ - Exposure Period for age group 6-16 (mutagenic effects)	10	years	
EP ₍₁₆₋₃₁₎ - Exposure Period for age group 16-31 (mutagenic effects)	15	years	

Park Visitor - Soil: Table PS-5
Definitions and Exposure Factors

Parameter	Value	Units	Notes
BW ₍₁₋₂₎ - Body Weight for age group 1-2; (subchronic, and mutagenic)	9.6	kg	50th percentile female body weight from US Department of Health and Human Services (USDHHS), adjusted according to the MassDEP risk assessment methodology. (See MCP Method 1 Forms and documentation, https://www.mass.gov/doc/summary-of-proposed-mcp-method-1-standards-revisions/download .) Data source: USDHHS: Margaret A. McDowell, M.A, et al., "Anthropometric reference data for children and adults: United States, 2003-2006," National Health Statistics Reports, Number 10, October 22, 2008, Table 1, p 5. (https://www.cdc.gov/nchs/data/nhsr/nhsr010.pdf).
BW ₍₁₋₈₎ - Body Weight for age group 1-8	19.0	kg	Ibid BW ₍₁₋₂₎ Note.
BW ₍₈₋₁₅₎ - Body Weight for age group 8-15	46.1	kg	Ibid BW ₍₁₋₂₎ Note.
BW ₍₁₅₋₃₁₎ - Body Weight for age group 15-31	64.5	kg	Ibid BW ₍₁₋₂₎ Note.
BW ₍₂₋₆₎ - Body Weight for age group 2-6	17.6	kg	Ibid BW ₍₁₋₂₎ Note.
BW ₍₆₋₁₆₎ - Body Weight for age group 6-16	43.2	kg	Ibid BW ₍₁₋₂₎ Note.
BW ₍₁₆₋₃₁₎ - Body Weight for age group 16-31	65.0	kg	Ibid BW ₍₁₋₂₎ Note.
AP _{subchronic} - Averaging Period for subchronic noncancer	0.575	years	30 weeks
AP _{chronic} - Averaging Period for chronic noncancer	7	years	
AP _{C (1-2)} - Averaging Period for cancer for the age group 1-2 for vinyl chloride mutagenic effects	1	years	
AP _{cancer} - Averaging Period for cancer/lifetime	70	years	
ADAF ₍₁₋₂₎ - Age Defined Adjustment Factor for mutagenic effects for age group 1-2	10	dimensionless	
ADAF ₍₂₋₆₎ - Age Defined Adjustment Factor for mutagenic effects for age group 2-6	3	dimensionless	
ADAF ₍₆₋₁₆₎ - Age Defined Adjustment Factor for mutagenic effects for age group 6-16	3	dimensionless	
ADAF ₍₁₆₋₃₁₎ - Age Defined Adjustment Factor for mutagenic effects for age group 16-31	1	dimensionless	

Park Visitor - Soil: Table PS-5 Definitions and Exposure Factors

Parameter	Value	Units	Notes
SA ₍₁₋₂₎ - Surface Area for age group 1-2	1708	cm ² /day	SSA - 50th percentile female body surface area from EPA EFH 2011, adjusted by MassDEP risk characterization methodology. (See MassDEP MCP Method 1 Forms and documentation, https://www.mass.gov/doc/summary-of-proposed-mcp-method-1-standards-revisions/download..) Sources of data: (1) EPA Exposure Factors Handbook, 2011 Edition (EPA EFH 2011), Chapter 7, "Table 7-11. Mean and Percentile Skin Surface Area (m2) Derived From U.S. EPA Analysis of NHANES 1999–2006 for Children <21 Years and NHANES 2005–2006 for Adults >21 Years, Females", p 7-43. EPA/600/R-090/052F, September 2011. (https://rais.ornl.gov/documents/EFH_2011.pdf); and (2) EPA Exposure Factors Handbook (1997, Final Report), Table 6-7 (child), and Table 6-3 (age 18+) (https://cfpub.epa.gov/ncea/risk/recordisplay.cfm?deid=12464). (50th percentile of face (1/3 head), forearms, hands, lower legs, and feet for females.)
SA ₍₁₋₈₎ - Surface Area for age group 1-8	2244	cm ² /day	Ibid SA ₍₁₋₂₎ Note.
SA ₍₈₋₁₅₎ - Surface Area for age group 8-15	4051	cm ² /day	Ibid SA ₍₁₋₂₎ Note.
SA ₍₁₅₋₃₁₎ - Surface Area for age group 15-31	5322	cm ² /day	Ibid SA ₍₁₋₂₎ Note.
SA ₍₂₋₆₎ - Surface Area for age group 2-6	2113	cm ² /day	Ibid SA ₍₁₋₂₎ Note.
SA ₍₆₋₁₆₎ - Surface Area for age group 6-16	3875	cm ² /day	Ibid SA ₍₁₋₂₎ Note.
SA ₍₁₆₋₃₁₎ - Surface Area for age group 16-31	5354	cm ² /day	Ibid SA ₍₁₋₂₎ Note.
SAF ₍₁₋₂₎ - Surface Adherence Factor for age group 1-2	0.3717	mg _{soil} / cm ²	SAF developed for Short Forms according to procedures outlined in MassDEP MCP Risk Characterization Guidance for Disposal Sites, 2024. See SSA tab in Method 3 Lookup Tables Version v0624.xlsx.
SAF ₍₁₋₈₎ - Surface Adherence Factor for age group 1-8	0.3740	mg _{soil} / cm ²	Ibid SAF ₍₁₋₂₎ Note.
SAF ₍₈₋₁₅₎ - Surface Adherence Factor for age group 8-15	0.1365	mg _{soil} / cm ²	Ibid SAF ₍₁₋₂₎ Note.
SAF ₍₁₅₋₃₁₎ - Surface Adherence Factor for age group 15-31	0.0829	mg _{soil} / cm ²	Ibid SAF ₍₁₋₂₎ Note.
SAF ₍₂₋₆₎ - Surface Adherence Factor for age group 2-6	0.3747	mg/cm ⁴	Ibid SAF ₍₁₋₂₎ Note.
SAF ₍₆₋₁₆₎ - Surface Adherence Factor for age group 6-16	0.1702	mg/cm ⁵	Ibid SAF ₍₁₋₂₎ Note.
SAF ₍₁₆₋₃₁₎ - Surface Adherence Factor for age group 16-31	0.0826	mg/cm ²	Ibid SAF ₍₁₋₂₎ Note.

Field 3 Surface Soil (0 - 0.5 feet below turf)

**Park Visitor - Soil: Table PS-6
Chemical-Specific Data**

Method 3 Lookup Tables Version v0624

Oil or Hazardous Material	CSF (mg/kg-day) ⁻¹	RAF _{c-ing}	RAF _{c-derm}	Chronic RfD mg/kg-day	Subchronic RfD mg/kg-day	Chronic RAF _{nc-ing}	Chronic RAF _{nc-derm}	Subchronic RAF _{nc-ing}	Subchronic RAF _{nc-derm}	Notes
BARIUM				2.0E-01	2.0E-01	1	0.1	1	0.1	
PETROLEUM HYDROCARBONS: AROMATICS - C11 to C22				3.0E-02	3.0E-01	0.3	0.1	0.3	0.1	
CHROMIUM (TOTAL)				3.0E-03	2.0E-02	1	0.1	1	0.1	
LEAD				7.5E-04	7.5E-04	0.5	0.006	0.5	0.006	
NICKEL				2.0E-02	2.0E-02	1	0.2	1	0.2	

Field 3 Subsurface Soil (0.5 - 5 feet below turf)

Park Visitor - Soil: Table PS-1
Exposure Point Concentration (EPC)
 Based on Visitor Ages 1-31 (Cancer), 1-8 (Chronic Noncancer), and 1-2 (Subchronic Noncancer)

Shortforms Version June 2024
 Method 3 Lookup Tables Version v0624

****Do not insert or delete any rows****

ELCR (all chemicals) = 3.41E-06
 Chronic HI (all chemicals) = 0.83
 Subchronic HI (all chemicals) = 2.77

Click on empty cell below and select OHM using arrow.

Oil or Hazardous Material	EPC (mg/kg)	ELCR _{ingestion}	ELCR _{dermal}	ELCR _{total}	Chronic			Subchronic			Notes
					HQ _{ing}	HQ _{derm}	HQ _{total}	HQ _{ing}	HQ _{derm}	HQ _{total}	
ANTIMONY	7.76				2.5E-02	2.1E-02	4.6E-02	8.7E-02	5.5E-02	1.4E-01	
ARSENIC	14.9	2.2E-06	1.2E-06	3.4E-06	3.2E-02	1.6E-02	4.8E-02	1.1E-01	4.2E-02	1.5E-01	
BARIUM	186				1.2E-03	1.0E-03	2.2E-03	4.2E-03	2.6E-03	6.8E-03	
PETROLEUM HYDROCARBONS: AROMATICS - C11 to C22	17.7				2.3E-04	6.4E-04	8.7E-04	7.9E-05	1.7E-04	2.5E-04	
PETROLEUM HYDROCARBONS: ALIPHATICS - C19 to C36	13.6				8.8E-06	1.5E-05	2.4E-05	1.0E-05	1.3E-05	2.3E-05	
CADMIUM	1.94				2.5E-03	4.2E-04	2.9E-03	8.7E-03	1.1E-03	9.8E-03	
LEAD	755				6.5E-01	6.6E-02	7.2E-01	2.3E+00	1.7E-01	2.4E+00	Lead IH HQ limit is 1, not 10.
MERCURY	0.528				1.1E-03	1.9E-03	3.1E-03	3.9E-03	5.0E-03	9.0E-03	
NICKEL	14.2				9.2E-04	1.5E-03	2.5E-03	3.2E-03	4.0E-03	7.2E-03	
TETRACHLOROETHYLENE	0.00135	5.4E-12	1.4E-12	6.8E-12	2.9E-07	7.3E-08	3.7E-07	1.0E-06	1.9E-07	1.2E-06	
ZINC	547				2.4E-03	2.0E-03	4.3E-03	8.2E-03	5.2E-03	1.3E-02	

Park Visitor - Soil: Table PS-2
Equations to Calculate Cancer Risk for Visitor (Age 1-31 Years)

Cancer Risk from Ingestion

$$ELCR_{ing} = LADD_{ing(1-31)} * CSF$$

$$LADD_{ing(1-31)} = LADD_{ing(1-8)} + LADD_{ing(8-15)} + LADD_{ing(15-31)}$$

$$LADD_{ingx} = \frac{[OHM]_{soil} * IR_x * RAF_{c-ing} * EF_{ing} * ED * EP_x * C}{BW_x * AP_{lifetime}}$$

Cancer Risk from Dermal Absorption

$$ELCR_{derm} = LADD_{derm} * CSF$$

$$LADD_{derm(1-31)} = LADD_{derm(1-8)} + LADD_{derm(8-15)} + LADD_{derm(15-31)}$$

$$LADD_{dermx} = \frac{[OHM]_{soil} * SA_x * RAF_{c-derm} * SAF_x * EF_{derm} * ED * EP_x * C}{BW_x * AP_{lifetime}}$$

Parameter	Value	Units
CSF	OHM specific	(mg/kg-day) ⁻¹
LADD	age/OHM specific	mg/kg-day
[OHM] _{soil}	OHM specific	mg/kg
IR ₍₁₋₈₎	100	mg/day
IR ₍₈₋₁₅₎	50	mg/day
IR ₍₁₅₋₃₁₎	50	mg/day
RAF _{c-ing}	OHM specific	dimensionless
RAF _{c-derm}	OHM specific	dimensionless
EF _{ing} or EF _{derm} = EF _{cancer}	0.247	event/day
ED	1	day/event
EP ₍₁₋₈₎	7	years
EP ₍₈₋₁₅₎	7	years
EP ₍₁₅₋₃₁₎	16	years
C	0.000001	kg/mg
BW ₍₁₋₈₎	19.0	kg
BW ₍₈₋₁₅₎	46.1	kg
BW ₍₁₅₋₃₁₎	64.5	kg
AP _{lifetime} = AP _{cancer}	70	years
SA ₍₁₋₈₎	2244	cm ² /day
SA ₍₈₋₁₅₎	4051	cm ² /day
SA ₍₁₅₋₃₁₎	5322	cm ² /day
SAF ₍₁₋₈₎	0.3740	mg/cm ²
SAF ₍₈₋₁₅₎	0.1365	mg/cm ²
SAF ₍₁₅₋₃₁₎	0.0829	mg/cm ²

Park Visitor - Soil: Table PS-3
Equations to Calculate Chronic Noncancer Risk for Visitor (Age 1-8 Years)

Method 3 Lookup Tables Version v0624

Chronic Noncancer Risk from Ingestion

$$HQ_{ing} = \frac{ADD_{ing}}{RfD}$$

$$ADD_{ing} = \frac{[OHM]_{soil} * IR * RAF_{nc-ing} * EF_{ing} * ED * EP * C}{BW * AP}$$

Chronic Noncancer Risk from Dermal Absorption

$$HQ_{derm} = \frac{ADD_{ing,derm}}{RfD}$$

$$ADD_{derm} = \frac{[OHM]_{soil} * SA * RAF_{nc-derm} * SAF * EF_{derm} * ED * EP * C}{BW * AP}$$

Parameter	Value	Units
RfD	OHM specific	mg/kg-day
ADD	OHM specific	mg/kg-day
[OHM] _{soil}	OHM specific	mg/kg
IR	100	mg/day
RAF _{nc-ing}	OHM specific	dimensionless
RAF _{nc-derm}	OHM specific	dimensionless
EF _{ing} or EF _{derm} = EF _{cancer}	0.247	event/day
ED	1	day/event
EP	7	years
C	0.000001	kg/mg
BW	19.0	kg
AP	7	year
SA	2244	cm ² /day

Park Visitor - Soil: Table PS-4
Equations to Calculate Subchronic Noncancer Risk for Visitor (Age 1-2 Years)

Method 3 Lookup Tables Version v0624

Subchronic Noncancer Risk from Ingestion

$$HQ_{ing} = \frac{ADD_{ing}}{RfD_{subchronic}}$$

$$ADD_{ing} = \frac{[OHM]_{soil} * IR * RAF_{nc-ing} * EF_{ing} * ED * EP * C}{BW * AP}$$

Subchronic Noncancer Risk from Dermal Absorption

$$HQ_{derm} = \frac{ADD_{derm}}{RfD_{subchronic}}$$

$$ADD_{derm} = \frac{[OHM]_{soil} * SA * RAF_{nc-derm} * SAF * EF_{derm} * ED * EP * C}{BW * AP}$$

Parameter	Value	Units
RfD	OHM specific	mg/kg-day
ADD	OHM specific	mg/kg-day
[OHM] _{soil}	OHM specific	mg/kg
IR	100	mg/day
RAF _{nc-ing}	OHM specific	dimensionless
RAF _{nc-derm}	OHM specific	dimensionless
EF _{ing} or EF _{derm} = EF _{cancer}	0.429	event/day
ED	1	day/event
EP = EP _{sc (1-2)}	0.575342466	years
C	0.000001	kg/mg
BW	9.6	kg
AP = AP _{subchronic}	0.575	year
SA	1708	cm ² /day
SAF	0.3740	mg/cm ²

Park Visitor - Soil: Table PS-5

Definitions and Exposure Factors

Parameter	Value	Units	Notes
ELCR - Excess Lifetime Cancer Risk	chemical specific	dimensionless	Pathway specific (ing =ingestion, derm=dermal)
CSF - Cancer Slope Factor	chemical specific	(mg/kg-day) ⁻¹	See Tables PS-6 and PS-6c
LADD - Lifetime Average Daily Dose	chemical specific	mg/kg-day	Pathway specific
HQ - Hazard Quotient	chemical specific	dimensionless	Pathway specific (ing =ingestion, derm=dermal)
RfD - Reference Dose	chemical specific	mg/kg-day	See Table PS-6
ADD - Average Daily Dose	chemical specific	mg/kg-day	Pathway specific
EPC - Exposure Point Concentration	chemical specific	mg/kg	
IR ₍₁₋₂₎ - Soil Ingestion Rate for age group 1-2	100	mg/day	MADEP. 1995. Guidance for Disposal Site Risk Characterization. Appendix Table B-3.
IR ₍₁₋₈₎ - Soil Ingestion Rate for age group 1-8	100	mg/day	Ibid IR ₍₁₋₂₎ Note.
IR ₍₈₋₁₅₎ - Soil Ingestion Rate for age group 8-15	50	mg/day	Ibid IR ₍₁₋₂₎ Note.
IR ₍₁₅₋₃₁₎ - Soil Ingestion Rate for age group 15-31	50	mg/day	Ibid IR ₍₁₋₂₎ Note.
IR ₍₂₋₆₎ - Soil Ingestion Rate for age group 2-6	100	mg/day	Ibid IR ₍₁₋₂₎ Note.
IR ₍₆₋₁₆₎ - Soil Ingestion Rate for age group 6-16	50	mg/day	Ibid IR ₍₁₋₂₎ Note.
IR ₍₁₆₋₃₁₎ - Soil Ingestion Rate for age group 16-31	50	mg/day	Ibid IR ₍₁₋₂₎ Note.
RAF _c - Relative Absorption Factor for Cancer Effects	chemical specific	dimensionless	Adjusts estimated dose to conform to the relevant CSF. See Table PS-6
RAF _{NC} - Relative Absorption Factor for non-Cancer Effects	chemical specific	dimensionless	Adjusts estimated dose to conform to the relevant RfD. See Table PS-6
EF _{subchronic} - Exposure Frequency for subchronic exposure	0.429	event/day	3 events/week
EF _{chronic} and EF _{cancer} - Exposure Frequency for chronic and Exposure Frequency for lifetime cancer	0.247	event/day	3 events/week, 30 weeks/year
ED - Exposure Duration	1	day/event	
EP _{sc(1-2)} - Exposure Period for age group 1-2 for Subchronic exposure	0.575	years	30 weeks
EP ₍₁₋₈₎ - Exposure Period for age group 1-8	7	years	
EP ₍₈₋₁₅₎ - Exposure Period for age group 8-15	7	years	
EP ₍₁₅₋₃₁₎ - Exposure Period for age group 15-31	16	years	
EP ₍₁₋₂₎ - Exposure Period for age group 1-2 (mutagenic effects)	1	years	
EP ₍₂₋₆₎ - Exposure Period for age group 2-6 (mutagenic effects)	4	years	
EP ₍₆₋₁₆₎ - Exposure Period for age group 6-16 (mutagenic effects)	10	years	
EP ₍₁₆₋₃₁₎ - Exposure Period for-age group 16-31 (mutagenic effects)	15	years	

Park Visitor - Soil: Table PS-5
Definitions and Exposure Factors

Parameter	Value	Units	Notes
BW ₍₁₋₂₎ - Body Weight for age group 1-2; (subchronic, and mutagenic)	9.6	kg	50th percentile female body weight from US Department of Health and Human Services (USDHHS), adjusted according to the MassDEP risk assessment methodology. (See MCP Method 1 Forms and documentation, https://www.mass.gov/doc/summary-of-proposed-mcp-method-1-standards-revisions/download .) Data source: USDHHS: Margaret A. McDowell, M.A, et al., "Anthropometric reference data for children and adults: United States, 2003-2006," National Health Statistics Reports, Number 10, October 22, 2008, Table 1, p 5. (https://www.cdc.gov/nchs/data/nhsr/nhsr010.pdf).
BW ₍₁₋₈₎ - Body Weight for age group 1-8	19.0	kg	Ibid BW ₍₁₋₂₎ Note.
BW ₍₈₋₁₅₎ - Body Weight for age group 8-15	46.1	kg	Ibid BW ₍₁₋₂₎ Note.
BW ₍₁₅₋₃₁₎ - Body Weight for age group 15-31	64.5	kg	Ibid BW ₍₁₋₂₎ Note.
BW ₍₂₋₆₎ - Body Weight for age group 2-6	17.6	kg	Ibid BW ₍₁₋₂₎ Note.
BW ₍₆₋₁₆₎ - Body Weight for age group 6-16	43.2	kg	Ibid BW ₍₁₋₂₎ Note.
BW ₍₁₆₋₃₁₎ - Body Weight for age group 16-31	65.0	kg	Ibid BW ₍₁₋₂₎ Note.
AP _{subchronic} - Averaging Period for subchronic noncancer	0.575	years	30 weeks
AP _{chronic} - Averaging Period for chronic noncancer	7	years	
AP _{C (1-2)} - Averaging Period for cancer for the age group 1-2 for vinyl chloride mutagenic effects	1	years	
AP _{cancer} - Averaging Period for cancer/lifetime	70	years	
ADAF ₍₁₋₂₎ - Age Defined Adjustment Factor for mutagenic effects for age group 1-2	10	dimensionless	
ADAF ₍₂₋₆₎ - Age Defined Adjustment Factor for mutagenic effects for age group 2-6	3	dimensionless	
ADAF ₍₆₋₁₆₎ - Age Defined Adjustment Factor for mutagenic effects for age group 6-16	3	dimensionless	
ADAF ₍₁₆₋₃₁₎ - Age Defined Adjustment Factor for mutagenic effects for age group 16-31	1	dimensionless	

Park Visitor - Soil: Table PS-5 Definitions and Exposure Factors

Parameter	Value	Units	Notes
SA ₍₁₋₂₎ - Surface Area for age group 1-2	1708	cm ² /day	SSA - 50th percentile female body surface area from EPA EFH 2011, adjusted by MassDEP risk characterization methodology. (See MassDEP MCP Method 1 Forms and documentation, https://www.mass.gov/doc/summary-of-proposed-mcp-method-1-standards-revisions/download..) Sources of data: (1) EPA Exposure Factors Handbook, 2011 Edition (EPA EFH 2011), Chapter 7, "Table 7-11. Mean and Percentile Skin Surface Area (m2) Derived From U.S. EPA Analysis of NHANES 1999–2006 for Children <21 Years and NHANES 2005–2006 for Adults >21 Years, Females", p 7-43. EPA/600/R-090/052F, September 2011. (https://rais.ornl.gov/documents/EFH_2011.pdf); and (2) EPA Exposure Factors Handbook (1997, Final Report), Table 6-7 (child), and Table 6-3 (age 18+) (https://cfpub.epa.gov/ncea/risk/recordisplay.cfm?deid=12464). (50th percentile of face (1/3 head), forearms, hands, lower legs, and feet for females.)
SA ₍₁₋₈₎ - Surface Area for age group 1-8	2244	cm ² /day	Ibid SA ₍₁₋₂₎ Note.
SA ₍₈₋₁₅₎ - Surface Area for age group 8-15	4051	cm ² /day	Ibid SA ₍₁₋₂₎ Note.
SA ₍₁₅₋₃₁₎ - Surface Area for age group 15-31	5322	cm ² /day	Ibid SA ₍₁₋₂₎ Note.
SA ₍₂₋₆₎ - Surface Area for age group 2-6	2113	cm ² /day	Ibid SA ₍₁₋₂₎ Note.
SA ₍₆₋₁₆₎ - Surface Area for age group 6-16	3875	cm ² /day	Ibid SA ₍₁₋₂₎ Note.
SA ₍₁₆₋₃₁₎ - Surface Area for age group 16-31	5354	cm ² /day	Ibid SA ₍₁₋₂₎ Note.
SAF ₍₁₋₂₎ - Surface Adherence Factor for age group 1-2	0.3717	mg _{soil} / cm ²	SAF developed for Short Forms according to procedures outlined in MassDEP MCP Risk Characterization Guidance for Disposal Sites, 2024. See SSA tab in Method 3 Lookup Tables Version v0624.xlsx.
SAF ₍₁₋₈₎ - Surface Adherence Factor for age group 1-8	0.3740	mg _{soil} / cm ²	Ibid SAF ₍₁₋₂₎ Note.
SAF ₍₈₋₁₅₎ - Surface Adherence Factor for age group 8-15	0.1365	mg _{soil} / cm ²	Ibid SAF ₍₁₋₂₎ Note.
SAF ₍₁₅₋₃₁₎ - Surface Adherence Factor for age group 15-31	0.0829	mg _{soil} / cm ²	Ibid SAF ₍₁₋₂₎ Note.
SAF ₍₂₋₆₎ - Surface Adherence Factor for age group 2-6	0.3747	mg/cm ⁴	Ibid SAF ₍₁₋₂₎ Note.
SAF ₍₆₋₁₆₎ - Surface Adherence Factor for age group 6-16	0.1702	mg/cm ⁵	Ibid SAF ₍₁₋₂₎ Note.
SAF ₍₁₆₋₃₁₎ - Surface Adherence Factor for age group 16-31	0.0826	mg/cm ²	Ibid SAF ₍₁₋₂₎ Note.

Field 3 Subsurface Soil (0.5 - 5 feet below turf)

**Park Visitor - Soil: Table PS-6
Chemical-Specific Data**

Method 3 Lookup Tables Version v0624

Oil or Hazardous Material	CSF (mg/kg-day) ⁻¹	RAF _{c-ing}	RAF _{c-derm}	Chronic RfD mg/kg-day	Subchronic RfD mg/kg-day	Chronic RAF _{nc-ing}	Chronic RAF _{nc-derm}	Subchronic RAF _{nc-ing}	Subchronic RAF _{nc-derm}	Notes
ANTIMONY				4.0E-04	4.0E-04	1	0.1	1	0.1	
ARSENIC	1.5E+00	0.5	0.03	3.0E-04	3.0E-04	0.5	0.03	0.5	0.03	
BARIUM				2.0E-01	2.0E-01	1	0.1	1	0.1	
PETROLEUM HYDROCARBONS: AROMATICS - C11 to C22				3.0E-02	3.0E-01	0.3	0.1	0.3	0.1	
PETROLEUM HYDROCARBONS: ALIPHATICS - C19 to C36				2.0E+00	6.0E+00	1	0.2	1	0.2	
CADMIUM				5.0E-04	5.0E-04	0.5	0.01	0.5	0.01	
LEAD				7.5E-04	7.5E-04	0.5	0.006	0.5	0.006	
MERCURY				3.0E-04	3.0E-04	0.5	0.1	0.5	0.1	
NICKEL				2.0E-02	2.0E-02	1	0.2	1	0.2	
TETRACHLOROETHYLENE	2.0E-02	1	0.03	6.0E-03	6.0E-03	1	0.03	1	0.03	
ZINC				3.0E-01	3.0E-01	1	0.1	1	0.1	

OPEN SESSION

CONSENT AGENDA

1. Administrative Orders

- a. Consider a vote to approve the petition of NSTAR Electric Company d/b/a Eversource Energy and Verizon New England, Inc. for permission to install 1 new JO pole on Ter Heun Drive to be labeled 570/4-5 approximately 80' (feet) west of existing pole 570/4. This pole location is necessary for a new underground cable line from Eversource Station 933.



AGENDA ITEM SUMMARY SHEET

ITEM NUMBER: Consent Agenda – Administrative Orders 1.a.

ITEM TITLE: Consider a vote to approve the petition of NSTAR Electric Company d/b/a Eversource Energy and Verizon New England, Inc. for permission to install one new JO pole on Ter Heun Drive to be labeled 570/4-5 approximately 80 ft west of existing pole 570/4. This pole is necessary for a new underground cable line from Eversource Station 933.

MEETING DATE: 2/24/2025

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

SUBMITTED BY: Mike Renshaw, Town Manager

ATTACHMENTS: Eversource petition documents dated January 9, 2025; Public Hearing Notice, February 7, 2025; Site Plan

PURPOSE:

The Select Board will consider the approval of a petition by Eversource Energy and Verizon New England, Inc. for permission to install one new JO pole on Ter Heun Drive to be labeled 570/4-5 approximately 80 ft west of existing pole 570/4. This pole is necessary for a new underground cable line from Eversource Station 933.

BACKGROUND/SUMMARY:

- Eversource Energy and Verizon New England, Inc. submitted the attached petition for the installation of one new JO pole on Ter Heun Drive to be labeled 570/4-5 approximately 80 ft west of existing pole 570/4. This pole is necessary for a new underground cable line from Eversource Station 933.

- A public hearing was held at Town Hall on February 19, 2025.
- This pole is necessary for a new underground cable line from Eversource Station 933.
- The Town Engineering Office recommends that the Select Board approve the petition for the installation of this new JO pole on Ter Heun Drive to be labeled 570/4-5 approximately 80 ft west of existing pole 570/4.

DEPARTMENT RECOMMENDATION:

The Town Manager recommends that the Select Board approve the petition of NSTAR Electric Company d/b/a Eversource Energy and Verizon New England, Inc. for permission to install one new JO pole on Ter Heun Drive to be labeled 570/4-5 approximately 80 ft west of existing pole 570/4. This pole is necessary for a new underground cable line from Eversource Station 933.

OPTIONS:

- Motion to approve the petition of NSTAR Electric Company d/b/a Eversource Energy and Verizon New England, Inc. for permission to install one new JO pole on Ter Heun Drive to be labeled 570/4-5 approximately 80 ft west of existing pole 570/4 as presented.
- Motion to deny approval of the petition of NSTAR Electric Company d/b/a Eversource Energy and Verizon New England, Inc. for permission to install one new JO pole on Ter Heun Drive to be labeled 570/4-5 approximately 80 ft west of existing pole 570/4. This pole is necessary for a new underground cable line from Eversource Station 933.
- 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 petition of NSTAR Electric Company d/b/a Eversource Energy and Verizon New England, Inc. for permission to install one new JO pole on Ter Heun Drive to be labeled 570/4-5 approximately 80 ft west of existing pole 570/4. This pole is necessary for a new underground cable line from Eversource Station 933.

Michael Renshaw

2/20/2025

Town Manager

Date



Town of Falmouth

Department of Public Works - Engineering Division

416 Gifford Street, Falmouth, MA 02540
Office: 508-457-2543, Fax: 508-548-1537

Nicholas Croft, Engineering Technician

nicholas.croft@falmouthma.gov

Date: February 20, 2025

To: Board of Selectmen

From: Nicholas Croft, Hearing Officer

Subject: Eversource – Petition to install one new pole on Ter Heun Drive.

A petition was submitted by Eversource to install one (1) new 50' jointly owned pole, 570/4-5, on Ter Heun Drive.

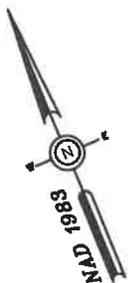
The Engineering recommendation is to approve the request as submitted on Plan No. 15776958, W/O #15776958, dated January 8, 2024.

Eversource Reminder: All Street Openings require a permit obtained from the Engineering Office.

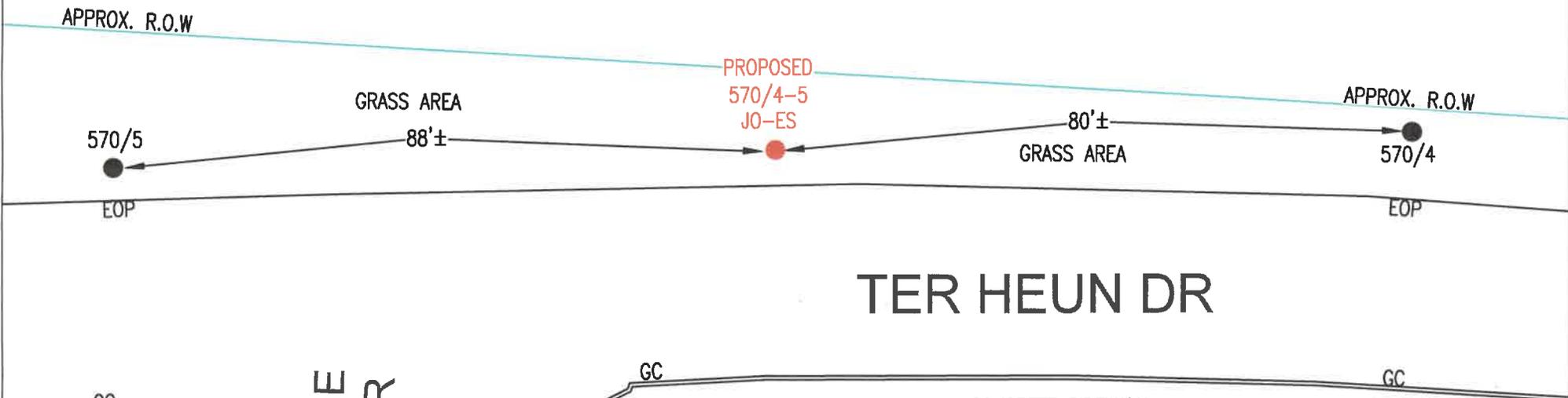
Thank you,

Nicholas Croft
Engineering Technician
DPW Engineering Division

Plan to accompany petition of **EVERSOURCE ENERGY** to **INSTALL**
1 NEW 50' H2 pole labeled **570/4-5** **80' west of pole 570/4**
@ Ter Heun Dr



38 01 008 002
 67 TER HEUN DR
 N/F
 VISITING NURSING ASSOC



TER HEUN DR

LEGEND

- Proposed Pole
- Existing Pole
- Pole with Riser



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MASS. LAW
 REQUIRES 72 HOURS ADVANCE NOTICE TO UTILITY COMPANIES
 BEFORE DIGGING BY ANYONE. CALL DIG-SAFE 1-888-344-7233

Plan #	15776958	NSTAR ELECTRIC EVERSOURCE d/b/a 1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125
Ward #		
Work Order #	15776958	Plan of TER HEUN DR
Surveyed by:	N/A	FALMOUTH
Research by:	GR	Showing PROPOSED NEW POLE LOCATION
Plotted by:	GR	
Proposed Structures:	GR	
Approved:	K RICE	Scale 1"=20' Date JANUARY 8, 2024
P#		SHEET 1 of 1



PUBLIC HEARING NOTICE

You are hereby notified that a hearing will be held at Falmouth Town Hall in the Old Water Department Room at 3:00 p.m. on Wednesday, February 19, 2025, upon the petition of NSTAR Electric Company d/b/a Eversource Energy and Verizon New England, Inc. for permission to install 1 new JO pole on Ter Heun Drive to be labeled 570/4-5 approximately 80' (feet) west of existing pole 570/4.

This pole location is necessary for a new underground cable line from the Eversource Station 933.

Per Order of the Falmouth Select Board

Publication Date: Friday, February 7, 2025, Falmouth Enterprise

PUBLIC HEARING NOTICE

You are hereby notified that a hearing will be held at Falmouth Town Hall in the Old Water Department Room at 3:00 p.m. on Wednesday, February 19, 2025, upon the petition of NSTAR Electric Company d/b/a Eversource Energy and Verizon New England, Inc. for permission to install 1 new JO pole on Ter Heun Drive to be labeled 570/4-5 approximately 80' (feet) west of existing pole 570/4.

This pole location is necessary for a new underground cable line from the Eversource Station 933.

Per Order of the Falmouth Select Board

February 7, 2025

**PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS
WO#15776958**

January 9, 2024

To the Select Board of Falmouth, Massachusetts.

**NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY
VERIZON NEW ENGLAND INC.**

request permission to locate poles, wires, cables and fixtures, including the necessary sustaining and protecting fixtures to be owned and used in common by your petitioners, along and across the following public way or ways:

Ter Heun Drive, Falmouth

To install 1 new JO pole to be labeled 570/4-5 approximately 80' (feet) west of existing pole 570/4.

Wherefore they pray that after due notice and hearing as provided by law, they be granted joint or identical locations for permission to erect and maintain poles, wires, and cables, together with such sustaining and protecting fixtures as they may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked **Plan# 15776958** Dated January 8, 2024.

Also for permission to lay and maintain underground cables, conduits, wires, and necessary equipment in the above or intersecting public ways for the purpose of making connections with the poles and buildings as each may desire for distributing purposes.

Your petitioners agree to reserve space for one crossarm at a suitable point on each of said poles for the fire, police, telephone and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

**NSTAR ELECTRIC COMPANY
d/b/a EVERSOURCE ENERGY**

By *Jessica Elder*

Right of Way Agent
Jessica S. Elder

VERIZON NEW ENGLAND INC.

By *Albert E. Bessette, Jr.*

Manager-Right of Way
Daryl Crossman

Eversource Energy
50 Duchaine Blvd.
New Bedford, MA 02745
Attn: Jessica Elder

**FORM OF ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS
WO#15776958**

SELECT BOARD FOR THE TOWN OF FALMOUTH, MASSACHUSETTS.

Notice having been given and a public hearing held, as provided by law,

IT IS HEREBY ORDERED:

**that NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY and
VERIZON NEW ENGLAND INC.**

be and they are hereby granted joint or identical locations for permission to erect and maintain poles and their respective wires and cables to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Companies dated the 9th day of January 2024.

All construction under this order shall be in accordance with the following conditions:

Poles shall be of sound timber and reasonably straight and shall be set substantially at the points indicated upon the plan marked **Plan No. 15776958** Dated January 8, 2024 filed with said petition. There may be attached to said poles by said **VERIZON NEW ENGLAND, INC.** not to exceed 40 wires and 4 cables and by said **NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY** necessary wires, cables and fixtures

and all said wires and cables shall be placed at a height of not less than 18 feet from the ground at highway crossings, and not less than 16 feet from the ground elsewhere.

The following are public ways or parts of ways along which the poles above referred to may be erected, and the number of poles which may be erected thereon under this order:

Ter Heun Drive, Falmouth

To install 1 new JO pole to be labeled 570/4-5 approximately 80' (feet) west of existing pole 570/4.
One (1) JO Pole 570/4-5

This pole location is necessary for a new underground cable line from the Eversource Station 933.

Also that permission be and hereby granted to each of said companies to lay and maintain underground cables, conduits, wires, and necessary equipment in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each may desire for distributing purposes.

I hereby certify that the foregoing order was adopted at a meeting of the Select Board for the Town of Falmouth, Massachusetts held on the 24th day of February 2025.

Clerk of Select Board

ROW Manager- Verizon
44 Old Townhouse Rd
S. Yarmouth, MA 02664
Attn: Daryl Crossman

**FORM OF ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS
WO#15776958**

SELECT BOARD FOR THE TOWN OF FALMOUTH, MASSACHUSETTS.

Notice having been given and a public hearing held, as provided by law,

IT IS HEREBY ORDERED:

**that NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY and
VERIZON NEW ENGLAND INC.**

be and they are hereby granted joint or identical locations for permission to erect and maintain poles and their respective wires and cables to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Companies dated the 9th day of January 2024.

All construction under this order shall be in accordance with the following conditions:

Poles shall be of sound timber and reasonably straight and shall be set substantially at the points indicated upon the plan marked **Plan No. 15776958** Dated January 8, 2024 filed with said petition. There may be attached to said poles by said **VERIZON NEW ENGLAND, INC.** not to exceed 40 wires and 4 cables and by said **NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY** necessary wires, cables and fixtures

and all said wires and cables shall be placed at a height of not less than 18 feet from the ground at highway crossings, and not less than 16 feet from the ground elsewhere.

The following are public ways or parts of ways along which the poles above referred to may be erected, and the number of poles which may be erected thereon under this order:

Ter Heun Drive, Falmouth

To install 1 new JO pole to be labeled 570/4-5 approximately 80' (feet) west of existing pole 570/4.

One (1) JO Pole 570/4-5

This pole location is necessary for a new underground cable line from the Eversource Station 933.

Also that permission be and hereby granted to each of said companies to lay and maintain underground cables, conduits, wires, and necessary equipment in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each may desire for distributing purposes.

I hereby certify that the foregoing order was adopted at a meeting of the Select Board for the Town of Falmouth, Massachusetts held on the 24th day of February 2025.

Clerk of Select Board

We hereby certify that on February 19, 2025, at 3:00 o'clock, P. M. at Falmouth Town Hall a public hearing was held on the petition of the

**NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY
VERIZON NEW ENGLAND INC.**

for permission to erect the poles, wires, cables, fixtures and connections described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Companies are permitted to erect poles, wires, cables, fixtures and connections under said order. And that thereupon said order was duly adopted.

**Select Board for the Town of
Falmouth, Massachusetts**

CERTIFICATE

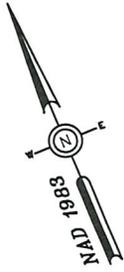
I hereby certify that the foregoing is a true copy of a location order and certificate of hearing with notice adopted by the Select Board of the Town of Falmouth, Massachusetts, on the _____ day of _____ 2024, and recorded with the records of location orders of said Town, Book _____, Page _____.

This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

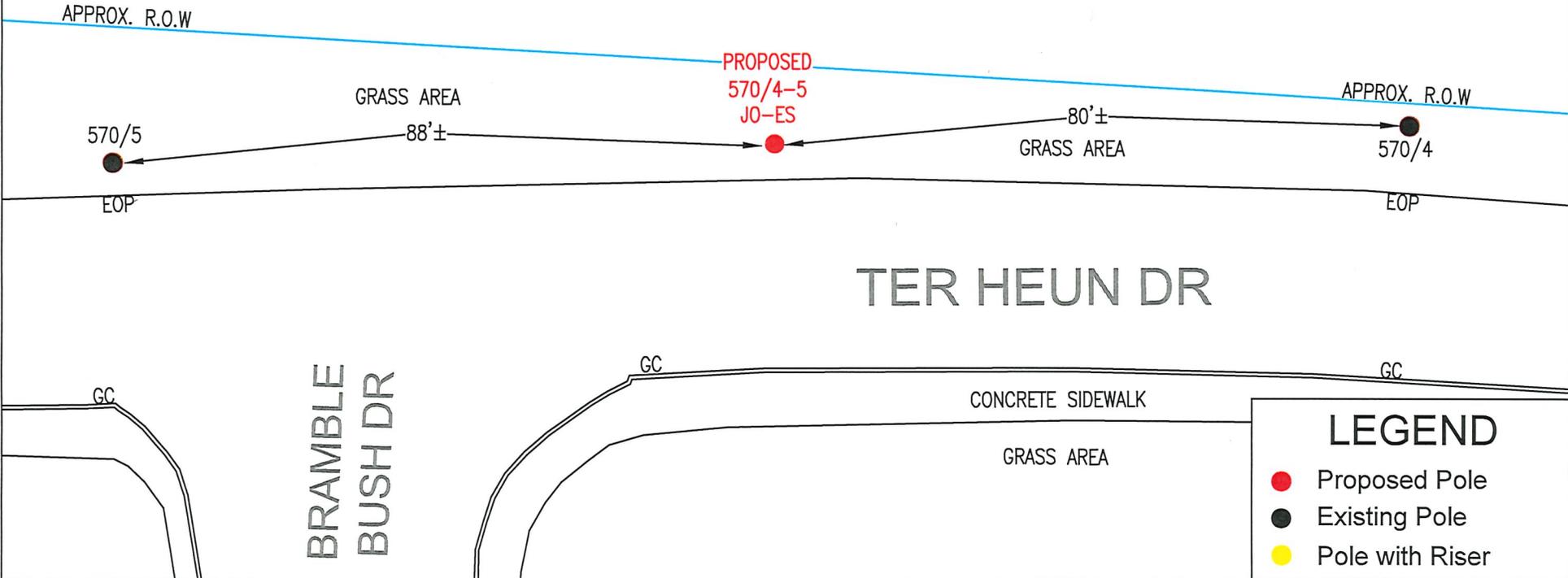
Attest:

Town Clerk.

Plan to accompany petition of **EVERSOURCE ENERGY** to **INSTALL**
1 NEW 50' H2 pole labeled **570/4-5** **80' west of pole 570/4**
 @ Ter Heun Dr

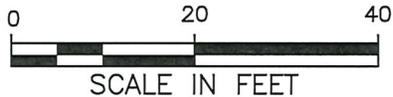


38 01 008 002
 67 TER HEUN DR
 N/F
 VISITING NURSING ASSOC



LEGEND

- Proposed Pole
- Existing Pole
- Pole with Riser



BY YOUR USE OF THE INFORMATION CONTAINED IN THIS MAP, YOU AGREE THAT NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IS GIVEN WITH RESPECT TO THE INFORMATION. NEITHER NSTAR ELECTRIC COMPANY, NSTAR GAS COMPANY NOR ITS PARENTS, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES OR AGENTS (COLLECTIVELY THE "NSTAR ENTITIES") SHALL BE LIABLE FOR ANY LOSS OR INJURY CAUSED IN WHOLE OR IN PART BY USE OF THIS INFORMATION OR IN RELIANCE UPON IT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, YOU AGREE BY YOUR ACCEPTANCE OF THE INFORMATION TO RELEASE, INDEMNIFY AND HOLD THE NSTAR ENTITIES HARMLESS FROM ANY SUCH LOSS OR INJURY.

THE INFORMATION MAY NOT REPRESENT A SURVEY, MAY NOT BE THE MOST COMPLETE AND IS SUBJECT TO CHANGE WITHOUT NOTICE. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION, EITHER EXPRESSED OR IMPLIED. UNAUTHORIZED ATTEMPTS TO MODIFY THE INFORMATION OR USE THE INFORMATION FOR OTHER THAN ITS INTENDED PURPOSES ARE PROHIBITED.

MASS. LAW
 REQUIRES 72 HOURS ADVANCE NOTICE TO UTILITY COMPANIES
 BEFORE DIGGING BY ANYONE. CALL DIG-SAFE 1-888-344-7233

Plan #	15776958	NSTAR <small>ELECTRIC</small> EVERSOURCE <small>d/b/a</small>
Ward #		
Work Order #	15776958	1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125
Surveyed by:	N/A	Plan of TER HEUN DR
Research by:	GR	FALMOUTH
Plotted by:	GR	Showing PROPOSED NEW POLE LOCATION
Proposed Structures:	GR	
Approved:	K RICE	Scale 1"=20' Date JANUARY 8, 2024
P#		SHEET 1 of 1

Birder's Corner



CRAIG GIBSON

The Carolina wren stays active in Falmouth in winter, singing, foraging for insects and berries, sheltering in brush or buildings, and visiting feeders for suet and seeds to survive the cold. This Carolina wren was recently seen in the thickets behind Falmouth Town Hall. Go to falmouthbirds.com for more information.

Recognitions, Updates And Plans From School Committee

By KATIE NELSON

During last week's school committee meeting, Superintendent Lori S. Duerr highlighted the achievements of Falmouth High School senior Robert Simpkins, who has been nominated to represent Massachusetts as a United States Presidential Scholar.

Robert's 3.99 GPA, his active participation in athletics and music, his distinction as an AP Scholar, Rotary Youth Leadership Award winner and English language development peer mentor earned him praise from Dr. Duerr and the school committee.

Robert will go on to apply for the US Department of Education National Review Team. Robert's parents, Grace and Michael Simpkins, were in attendance and joined the school committee for a five-minute recess to celebrate Robert's accomplishments.

Gertrude (Kitty) Hendricks-Miller, Indian education coordinator for the Mashpee Wampanoag Tribe, joined the meeting via Zoom and gave an update on the Tribe's education department outreach in Falmouth schools.

Ms. Hendricks-Miller said programs, such as a lunch bunch group at Morse Pond and an artifact presentation on 17th-century Wampanoag life at Lawrence School, have been engaging for students. The ongoing efforts of Darius Coombs, cultural outreach coordinator for the Tribe, were praised by Ms. Hendricks-Miller. A Tribal flag was recently hung in Lawrence School and a photo was shared with



KATIE NELSON/ENTERPRISE

Superintendent Lori Duerr recognized senior Robert Simpkins for his US Presidential Scholar nomination.

the school committee.

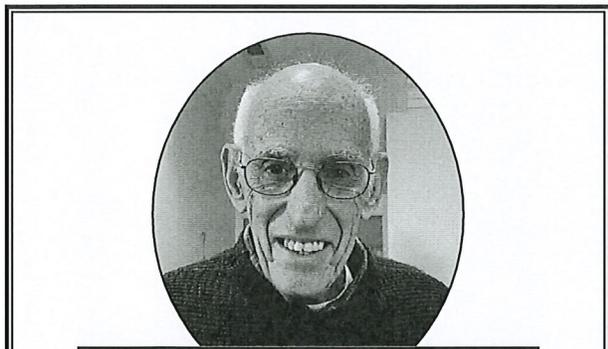
School nurses Lynn Duquette and Katelyn McGill gave a presentation on a health fair to be held on March 27 in the Falmouth High School field house. The health fair will offer free immunizations, information on tick safety and Lyme disease, skin cancer education featuring UV scanning—which Ms. Duquette said is an important health reminder for students before prom season—and technical support for Powerschool, a software used for communication between students, parents and teachers.

Representatives from the Massachusetts Health Connector will be available to help families sign up for coverage. The goal is to increase equitable health services, Ms. Duquette said. She added that school nurses have a unique opportunity to provide community health

services to students and their families. School committee members said they are looking forward to the event, which is the first health fair the district has hosted.

Athletic Director Todd Oliveira highlighted fall sports achievements. Dr. Duerr added that 64 percent of fall student athletes were achieving honors and high honors grades. The Lawrence football program and the unified basketball program, which features players with and without special needs, were among Mr. Oliveira's favorite memories this fall, he said.

Mr. Oliveira said students are taking ownership of pep rallies and including extracurricular clubs, like the robotics club, in their celebrations. Plans to reorganize and display achievement banners in the field house are upcoming, Mr. Oliveira said.



James T. Kalperis

December 3, 1929 - December 27, 2024

Please join us for A Celebration of Life Saturday, February 8 from 1 - 3pm

The Flying Bridge Restaurant

220 Scranton Ave. Falmouth, MA 02540

New England Broadband Closes Up Shop

By DEVIN ANKENEY

After months of telling the town that its final proposal is almost ready for review, one of the leading potential providers of a fiber-optic internet access network to connect the entire town has ceased operation.

New England Broadband, a group composed of the same team that worked under Boundless, the company that backed out of providing municipal fiber to the town last summer, reported it could not get enough investors to commit to the project, said Edward

B. Swartz, chairman of the town's Broadband Municipal Light Plant. "I don't know what we do from here," Mr. Swartz said.

The Broadband MLP was charged at its inception with operating and managing fiber internet service in town; MLPs are a state-designation for town-run utility operators.

The Broadband MLP's original goal was to bring a municipally run fiber network to town. In December, Mr. Swartz said the possibility of municipally run fiber in town was virtually extinct,

and that the group was instead looking to promote competition among private fiber offerings in town, hence the months-long work with New England Broadband.

Now the future work of the group is up in the air. The group has discussed a possible merger with the town's Economic Development & Industrial Corporation, which, the MLP group said, falls in line with its push to bolster competition in town.

The MLP is expected to further discuss plans for the future at its meeting on Tuesday.

Municipal Legal Notices

ADVERTISEMENT FOR BIDS

The Town of Falmouth ("Owner") shall receive sealed bids at the Town of Falmouth Department of Public Works office, 416 Gifford Street, Falmouth, Massachusetts for the construction of the Sandwich Road and Leslie Street Area Water Main Improvement Contract No. WA-WMF-25-01, until 2:00 PM prevailing time, Thursday, February 27, 2025, at which time bids will be opened and publicly read aloud. Bids submitted after this time will not be accepted.

The Work of the Base Bid consists of the furnishing and installing of approximately 5,000 linear feet of 8 inch diameter ductile iron water main in an area of Woods Hole Road along Leslie Street, Hilton Avenue, Sumner Street from Hilton Avenue to James Street, Sumner Lane, and James Street; and associated valves, fittings, hydrants, services, appurtenances, and surface restoration. A portion of the work within Woods Hole Road is subject to the requirements of Massachusetts Department of Transportation (MassDOT) Highway Access Permit. Drainage work including the furnishing and installation of existing basins and the furnishing of additional water quality sample stations shall be included in the Contract if the Owner proceeds with additive alternates based on the availability of funds and the proposed pricing in the Form for General Bid.

Contract Documents may be obtained electronically through Tata & Howard, Inc. by contacting Alyssa Karlson at akarlson@tataandhoward.com.

Each bid shall be accompanied by a bid security in the amount of 5% of the total bid amount and in the form described in the Instructions to Bidders. A Performance Bond and Labor and Materials Payment Bond, each in the amount of 100 percent of the Contract Price, will be required in the form described in the Instructions to Bidders. The bidding and award of the Contract will be under the provisions of Massachusetts General Laws, Chapter 90, Section 39M (M.G.L. C. 90, § 39M). Each bid must be accompanied by a Certificate of Prequalification issued by MassDOT in the Sewer and Water class of work. Minimum Wage Rates as determined by the Commissioner of the Department of Labor Standards under the provisions of Massachusetts General Laws, Chapter 149, Sections 26 to 27H, as amended, apply to this project. The Owner reserves the right to reject any or all bids, to accept any bid, and to waive any informality on bids received. Bidders must meet the minimum experience requirements set forth in Article 3 of the Instructions to Bidders (Section 00100) in the Contract Documents.

If the bidder views/obtains the Contract Documents from a source other than those noted in this Advertisement for Bids, the accuracy and/or completeness of the Contract Documents cannot be guaranteed and the bidder assumes the responsibility for obtaining any additional information regarding the project, including addenda that may be required for bidding. Failure to acknowledge addenda issued during bidding may render a bid as non-responsive.

February 7, 2025

Section 00 11 13 ADVERTISEMENT TO BID MGL c.149 92B \$150K

The FALMOUTH HOUSING AUTHORITY, the Awarding Authority, invites sealed bids from Contractors for the Vacant Building Renovation & Restoration at State Aided Development: 189 Old Barnstable Road (705-V) in Falmouth, Massachusetts, in accordance with the documents prepared by LEONARDI ARAY ARCHITECTS LLC.

The Project consists of but not limited to: Vacant Building Renovation & Restoration. The work is estimated to cost \$211,718.00.

All bidding Requests for Information (RFIs) shall be submitted online by 02/12/2025 at 2:00PM EST for general bids.

Bids are subject to M.G.L. c.149 94A-J & to minimum wage rates as required by M.G.L. c.149 92B to 27H inclusive.

THIS PROJECT IS BEING ELECTRONICALLY BID AND HARD COPY BIDS WILL NOT BE ACCEPTED. Please review the instructions in the bid documents on how to register as an electronic bidder. All Bids shall be submitted online at bidders.com and received no later than the date and time specified.

General bidders must be certified by the Division of Capital Asset Management and

Maintenance (DCAMM) in the following category of work, General Building Construction, and must submit a current DCAMM Certificate of Eligibility and signed copy of the Bidder's Update Statement.

General Bids will be received until 06:00 AM on February 27, 2025 at 09PM EST and publicly opened online, forthwith.

General bids and sub-bids shall be accompanied by a bid deposit that is not less than five (5%) of the greatest possible bid amount (including all alternates) and made payable to the FALMOUTH HOUSING AUTHORITY. A bid deposit is not required for Projects advertised under \$50,000.

Bid Forms and Contract Documents will be available for review at bidders.com (may be viewed and downloaded electronically at no cost).

General bidders must agree to contract with minority and women business enterprises as certified by the Supplier Diversity Office (SDO), formerly known as SCWBEA. The combined participation benchmark reserved for such enterprises shall not be less than 13% of the final contract price including accepted alternates. Request for waivers must be sent to EOHL (shanyan.l@mass.gov) 5 calendar days prior to the General Bid date. NO WAIVERS WILL BE GRANTED AFTER THE GENERAL BIDS ARE OPENED.

PRE-BID CONFERENCE / SITE VISIT: Scheduled Date and Time: 02/14/2025 at 9:30AM EST Address: 189 Old Barnstable Road, East Falmouth, MA 02536 Instructions: None

The hard copy Contract Documents may be seen at: Nashoba Blue Inc. 433 Main Street Hudson, MA 01749 978-568-1167

February 7, 2025

ADVERTISEMENT FOR BIDS

The Town of Falmouth ("Owner") shall receive sealed bids at the general bids at the Town of Falmouth Department of Public Works office, 416 Gifford Street, Falmouth, Massachusetts for the Crooked Pond Water Treatment Plant Air Stripping Tower and Carbon Contactor Media Replacement, Contract No. WA-WTF-25-01, until 10:00 AM prevailing time, Thursday, February 27, 2025, at which time bids will be opened and publicly read aloud. Bids submitted after this time will not be accepted.

The Work of the Base Bid consists of the replacement of media in the existing air stripper tower at the Crooked Pond Water Treatment Plant including removal and disposal of the existing media, cleaning the tower and the Watwell Tank below the air tower, and the furnishing and installation of new media. Granular Activated Carbon (GAC) media replacement for two existing carbon contactors shall be included in the Contract if the Owner proceeds with an Additive Alternate A based on the availability of funds and the proposed pricing in the Form For General Bid. Additive Alternate A will consist of the removal and disposal of existing carbon media in each of the two existing carbon contactors, cleaning the carbon contactors and a Backwash Recycle Tank, and the furnishing and installation of new GAC media.

Contract Documents may be obtained electronically through Tata & Howard, Inc. by contacting Kimberly Frary at kfrary@tataandhoward.com.

Each bid shall be accompanied by a bid security in the amount of 5% of the total bid amount and in the form described in the Instructions to Bidders. A Performance Bond and Labor and Materials Payment Bond, each in the amount of 100 percent of the Contract Price, will be required in the form described in the Instructions to Bidders. Complete instructions for filing bids are included in the Instructions to Bidders. The bidding and award of the Contract will be under the provisions of Massachusetts General Laws, Chapter 149, Sections 44A-44J (M.G.L. c.149, ss.44A-44J). Each general bid must be accompanied by a DCAMM Certificate of Eligibility for Water and Sewerage Treatment Facilities and an Update Statement (Form CO3) in accordance with M.G.L. c. 149, s.44D. Minimum wage rates as determined by the Commissioner of the Department of Labor Standards under the provision of the Massachusetts General Laws, Chapter 149, Sections 26 to 27H, as amended, apply to this project. The Owner reserves the right to reject any or all bids, to accept any bid, and to waive any informality on bids received. Bidders must meet the minimum experience requirements set forth in Article 3 of the Instructions to Bidders (Section

00100) in the Contract Documents

If the bidder views/obtains the Contract Documents from a source other than those noted in this Advertisement for Bids, the accuracy and/or completeness of the Contract Documents cannot be guaranteed and the bidder assumes the responsibility for obtaining any additional information regarding the project, including addenda that may be required for bidding. Failure to acknowledge addenda issued during bidding may render a bid as non-responsive.

February 7, 2025

Falmouth Zoning Board of Appeals Notice of Public Hearing for February 27, 2025

Notice is hereby given of the following Public Hearing @ 6:00pm and Open Meeting in the Select Board's Meeting Room, Town Hall, Falmouth, MA, on Thursday, February 27, 2025

Continuations #109-24 JJEC Development LLC, 4 Sandwich Road, East Falmouth

Application #002-25-Denis Papagno, Trustee; Applied to the Zoning Board of Appeals for a special permit pursuant to section(s) 240-10.2A and 240-11.3A(4) of the Code of Falmouth to remove the existing garage and to raze and rebuild the existing, nonconforming, single-family dwelling increasing lot coverage by structures. The subject property is 40 Silver Beach Avenue, North Falmouth, MA. Application #003-25-Alice Goldstein, Trustee; Applied to the Zoning Board of Appeals for a special permit pursuant to section(s) 240-10.2A and 240-11.3A(4) of the Code of Falmouth to convert the existing structure into two (2) dwelling units. The subject property is 23 Old Barnstable Road, East Falmouth, MA. Application #004-25 Tiago Rassitron; Applied to the Zoning Board of Appeals for a special permit pursuant to section(s) 240-6.B of the Code of Falmouth to allow a conversion of the existing structure into two (2) dwelling units. The subject property is 23 Old Barnstable Road, East Falmouth, MA.

Files are available in the Board of Appeals Office at Town Hall for review by interested parties.

January 31, 2025

February 7, 2025

PUBLIC HEARING NOTICE

You are hereby notified that a hearing will be held at Falmouth Town Hall in the Old Water Department Room at 3:00 pm on Wednesday, February 19, 2025, upon the petition of NSTAR Electric Company d/b/a EverSource Energy for permission to install on Peble Lane two (2) new manholes 10114/055 and 10114/065.

The installation of the 2 new manholes to address the faulted section of Direct Buried cable and install fault indicators

Per Order of the Falmouth Select Board

February 7, 2025

PUBLIC HEARING NOTICE

You are hereby notified that a hearing will be held at Falmouth Town Hall in the Old Water Department Room at 3:00 pm on Wednesday, February 19, 2025, upon the petition of NSTAR Electric Company d/b/a EverSource Energy for permission to install along Redwing Terrace a section of Direct Buried cable on Peble Lane and Redwing Terrace and install fault indicators.

This pole location is necessary for a new underground cable line from the EverSource Station 933.

Per Order of the Falmouth Select Board

February 7, 2025

PUBLIC HEARING NOTICE

You are hereby notified that a hearing will be held at Falmouth Town Hall in the Old Water Department Room at 3:00 pm on Wednesday, February 19, 2025, upon the petition of NSTAR Electric Company d/b/a EverSource Energy for permission to install along Redwing Terrace a section of Direct Buried cable on Peble Lane and Redwing Terrace and install fault indicators.

The installation of the 2 new manholes is to address the faulted section of Direct Buried cable along Peble Lane and Redwing Terrace and install fault indicators.

Per Order of the Falmouth Select Board

February 7, 2025

OPEN SESSION

CONSENT AGENDA

1. Administrative Orders

- b. Consider a vote to approve the petition of NSTAR Electric Company d/b/a Eversource Energy to install along Redwing Terrace two (2) new manholes 10114/035 and 10114/045. The installation of the 2 new manholes is to address the faulted section of Direct Buried cable along Pebble Lane and Redwing Terrace and install fault indicators.



AGENDA ITEM SUMMARY SHEET

ITEM NUMBER: Consent Agenda – Administrative Orders 1.b.

ITEM TITLE: Consider a vote to approve the petition of NSTAR Electric Company d/b/a Eversource Energy to install along Redwing Terrace two (2) new manholes 10114/035 and 10114/045. The installation of the two manholes is to address the faulted section of Direct Buried cable along Pebble Lane and Redwing Terrace and to install fault indicators.

MEETING DATE: 2/24/2025

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

SUBMITTED BY: Mike Renshaw, Town Manager

ATTACHMENTS: Eversource petition documents dated January 13, 2025; Public Hearing Notice, February 7, 2025; Site Plan

PURPOSE:

The Select Board will consider the approval of a petition NSTAR Electric Company d/b/a Eversource Energy to install along Redwing Terrace two (2) new manholes 10114/035 and 10114/045

The installation of the two manholes is to address the faulted section of Direct Buried cable along Pebble Lane and Redwing Terrace and to install fault indicators.

BACKGROUND/SUMMARY:

- Eversource Energy submitted the petition to install two (2) new manholes 10114/035 and 10114/045 on January 13, 2025.

- A public hearing was held at Town Hall on February 19, 2025.
- The installation of the two manholes is to address the faulted section of Direct Buried cable and to install fault indicators.
- The Town Engineering Office recommends that the Select Board approve the petition for the installation two (2) new manholes 10114/035 and 10114/045.

DEPARTMENT RECOMMENDATION:

The Town Manager recommends that the Select Board approve the petition of NSTAR Electric Company d/b/a Eversource Energy to install along Redwing Terrace two (2) new manholes 10114/035 and 10114/045.

The installation of the two manholes is to address the faulted section of Direct Buried cable along Pebble Lane and Redwing Terrace and to install fault indicators.

OPTIONS:

- Motion to approve the petition of NSTAR Electric Company d/b/a Eversource Energy to install along Redwing Terrace two (2) new manholes 10114/035 and 10114/045 as presented.
- Motion to deny approval of the petition of NSTAR Electric Company d/b/a Eversource Energy to install along Redwing Terrace two (2) new manholes 10114/035 and 10114/045.
- 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 petition of NSTAR Electric Company d/b/a Eversource Energy to install along Redwing Terrace two (2) new manholes 10114/035 and 10114/045.

The installation of the two manholes is to address the faulted section of Direct Buried cable along Pebble Lane and Redwing Terrace and to install fault indicators.

Michael Renshaw

Town Manager

2/20/2025

Date



Town of Falmouth

Department of Public Works - Engineering Division

416 Gifford Street, Falmouth, MA 02540
Office: 508-457-2543, Fax: 508-548-1537

Nicholas Croft, Engineering Technician

nicholas.croft@falmouthma.gov

Date: February 20, 2025

To: Board of Selectmen

From: Nicholas Croft, Hearing Officer

Subject: **Eversource – Petition to install manholes on Redwing Terrace**

A petition was submitted by Eversource to install two (2) new manholes, 10114/035 and 10114/045, on Redwing Terrace to accommodate the replacement of direct buried cable.

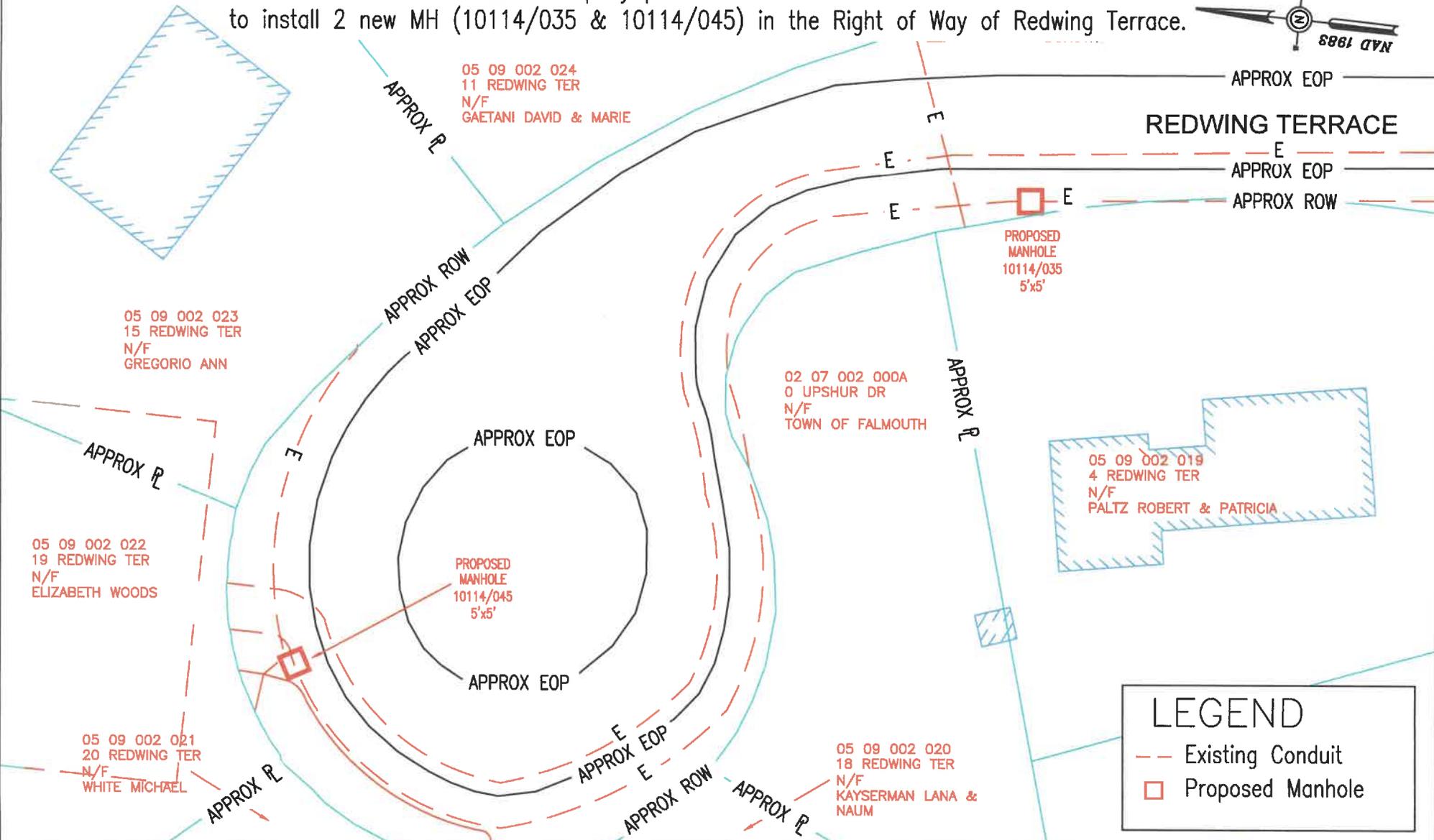
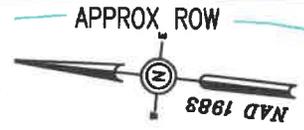
The Engineering recommendation is to approve the request as submitted on Plan No. 18920722, W/O #18920722, dated January 6, 2025.

Eversource Reminder: All Street Openings require a permit obtained from the Engineering Office.

Thank you,

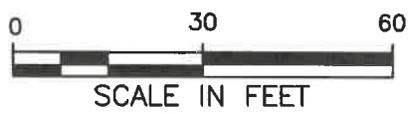
Nicholas Croft
Engineering Technician
DPW Engineering Division

Plan to accompany petition of EVERSOURCE ENERGY to install 2 new MH (10114/035 & 10114/045) in the Right of Way of Redwing Terrace.



LEGEND

- Existing Conduit
- Proposed Manhole



BY YOUR USE OF THE INFORMATION CONTAINED IN THIS MAP, YOU AGREE THAT NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IS GIVEN WITH RESPECT TO THE INFORMATION. NEITHER NSTAR ELECTRIC COMPANY, NSTAR GAS COMPANY NOR ITS PARENTS, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES OR AGENTS (COLLECTIVELY THE "NSTAR ENTITIES") SHALL BE LIABLE FOR ANY LOSS OR INJURY CAUSED IN WHOLE OR IN PART BY USE OF THIS INFORMATION OR IN RELIANCE UPON IT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, YOU AGREE BY YOUR ACCEPTANCE OF THE INFORMATION TO RELEASE, INDEMNIFY AND HOLD THE NSTAR ENTITIES HARMLESS FROM ANY SUCH LOSS OR INJURY.

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MASS. LAW

REQUIRES 72 HOURS ADVANCE NOTICE TO UTILITY COMPANIES BEFORE DIGGING BY ANYONE. CALL DIG-SAFE 1-888-344-7233

Plan #	18920722	NSTAR EVERSOURCE <small>ELECTRIC d/b/a</small>
Ward #		
Work Order #	18920722	1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125
Surveyed by:	N/A	Plan of REDWING TERRACE
Research by:	JC	FALMOUTH
Plotted by:	VT	Showing PROPOSED MH LOCATION
Proposed Structures:	SJ	
Approved:	K RICE	Scale 1"=30'
P#		Date JANUARY 6, 2025
		SHEET 1 of 1



PUBLIC HEARING NOTICE

You are hereby notified that a hearing will be held at Falmouth Town Hall in the Old Water Department Room at 3:00 p.m. on Wednesday, February 2025, upon the petition of NSTAR Electric Company d/b/a Eversource Energy for permission to install along Redwing Terrace two (2) new manholes 10114/035 and 10114/045

The installation of the 2 new manholes is to address the faulted section of Direct Buried cable along Pebble Lane and Redwing Terrace and install fault indicators.

Per Order of the Falmouth Select Board

Publication Date: Friday, February 7, 2025, Falmouth Enterprise

PUBLIC HEARING NOTICE

You are hereby notified that a hearing will be held at Falmouth Town Hall in the Old Water Department Room at 3:00 p.m. on Wednesday, February 19, 2025, upon the petition of NSTAR Electric Company d/b/a Eversource Energy for permission to install along Redwing Terrace two (2) new manholes 10114/035 and 10114/045

The installation of the 2 new manholes is to address the faulted section of Direct Buried cable along Pebble Lane and Redwing Terrace and install fault indicators.

Per Order of the Falmouth Select Board

February 7, 2025

PETITION FOR
UNDERGROUND CABLE AND CONDUIT LOCATIONS
WO# 18920722

January 13, 2025

Barnstable, Massachusetts
To the Select Board of Falmouth, Massachusetts.

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

request permission to locate underground cables, conduits and manholes, including the necessary sustaining and protecting fixtures, in, under, along and across the following public way or ways:

Redwing Terrace, Falmouth
To install two (2) new manholes 10114/035 and 10114/045

Wherefore it prays that after due notice and hearing as provided by law, it be granted a location for and permission to install and maintain underground cables, conduits, and manholes, together with such sustaining and protecting fixtures as it may find necessary, said underground cables, conduits, and manholes to be installed in accordance with the plan files herewith marked Plan No. 18920722 dated January 6, 2025.

NSTAR ELECTRIC COMPANY
d/b/a EVERSOURCE ENERGY

By *Jessica Elder*

Right of Way Agent
Jessica S. Elder

**FORM OF ORDER FOR
UNDERGROUND CABLE AND CONDUIT LOCATIONS
WO# 18920722**

SELECT BOARD FOR THE TOWN OF FALMOUTH, MASSACHUSETTS.

Notice having been given and a public hearing held, as provided by law,
IT IS HEREBY ORDERED: that the **NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY** be and it is hereby granted a location for and permission to install and maintain underground cables, conduits and manholes, together with such sustaining and protecting fixtures as said Company may deem necessary, in, under, along and across the public way or ways hereinafter referred to, as requested in petition of said Company dated the 13th day of January, 2025.

All construction under this order shall be in accordance with the following conditions:

Cables, conduits, and manholes shall be installed substantially at the point indicated upon the plan marked Plan No. 18920722 dated January 6, 2025, filed with said petition. The following are the public ways or parts of ways under, along and across which the cables above referred to may be installed under this order.

18920722

Redwing Terrace, Falmouth

To install two (2) new manholes 10114/035 and 10114/045

The installation of the 2 new manholes is to address the faulted section of Direct Buried cable along Pebble Lane and Redwing Ter and install fault indicators

I hereby certify that the foregoing order was adopted at a meeting of the Select Board of the Town of Falmouth, Massachusetts held on the 24th day of February

Clerk of Select Board

Falmouth, Massachusetts _____ 2025.

Received and entered in the records of location orders of the Town of Falmouth
Book _____ Page _____.

Attest:

Town Clerk

We hereby certify that on February 19, 2025, at 3:00 o'clock, P. M. at Falmouth Town Hall a public hearing was held on the petition of the

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

for permission to install and maintain the underground cables, conduits, manholes and fixtures described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Company is permitted to install underground cables, conduits, manholes and fixtures under said order. And that thereupon said order was duly adopted.

**Select Board for the Town of
Falmouth, Massachusetts**

CERTIFICATE

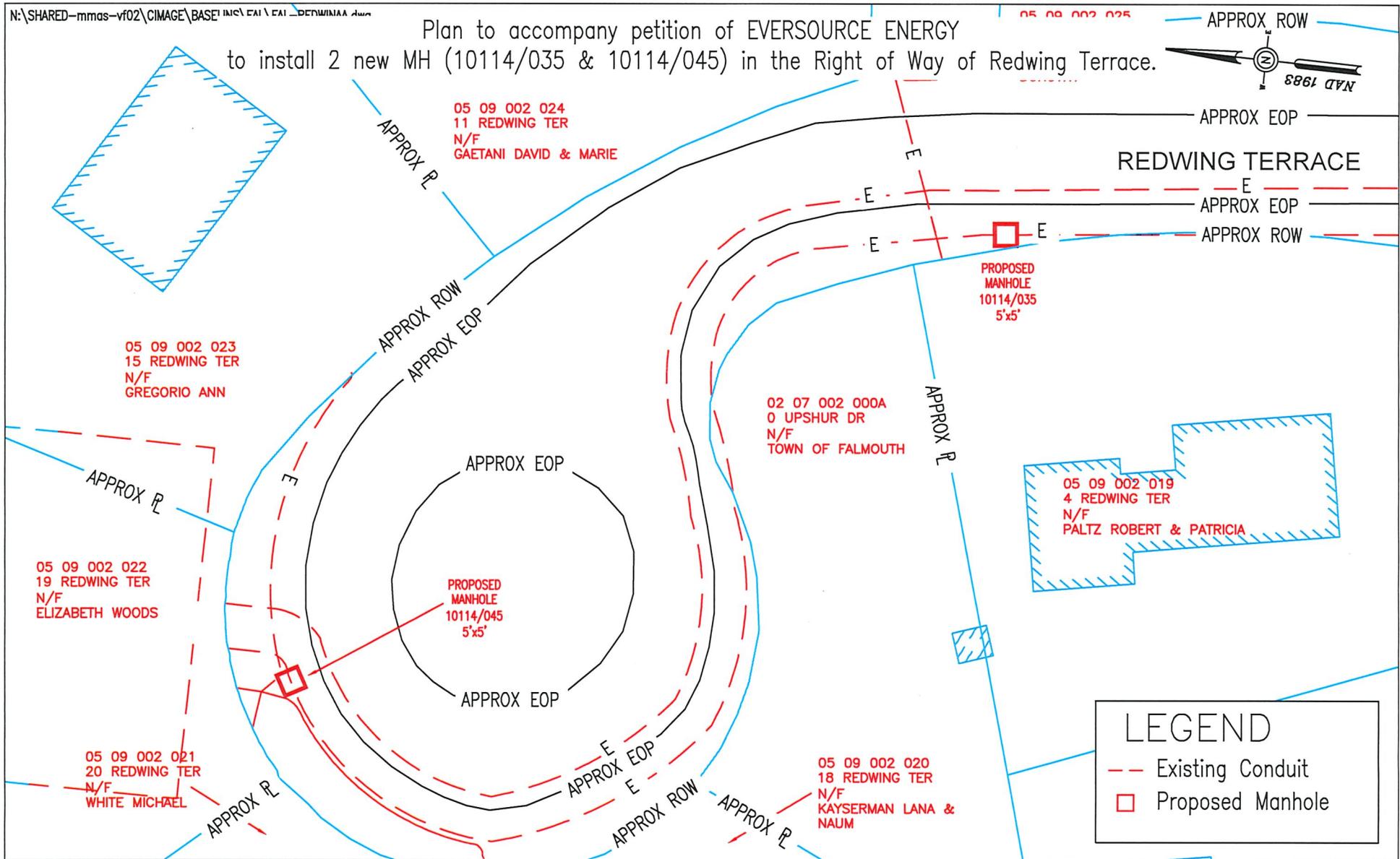
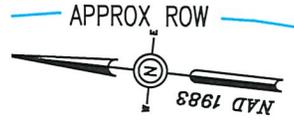
I hereby certify that the foregoing is a true copy of a location order and certificate of hearing with notice adopted by the Select Board of the Town of Falmouth, Massachusetts, on the _____ day of _____, 2025, and recorded with the records of location orders of said Town, Book _____, Page _____.

This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:

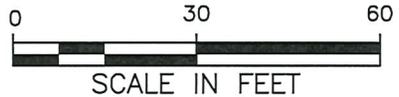
Town Clerk.

Plan to accompany petition of **EVERSOURCE ENERGY**
to install 2 new MH (10114/035 & 10114/045) in the Right of Way of Redwing Terrace.



LEGEND

- - - Existing Conduit
- Proposed Manhole



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Plan #	18920722
Ward #	
Work Order #	18920722
Surveyed by:	N/A
Research by:	JC
Plotted by:	VT
Proposed Structures:	SJ
Approved:	K RICE
P#	

NSTAR EVERSOURCE <small>ELECTRIC d/b/a</small>	
<small>1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125</small>	
Plan of REDWING TERRACE	
FALMOUTH	
Showing PROPOSED MH LOCATION	
Scale	1"=30'
Date	JANUARY 6, 2025
SHEET	1 of 1

Birder's Corner



CRAG GIBSON

The Carolina wren stays active in Falmouth in winter, singing, foraging for insects and berries...

Recognitions, Updates And Plans From School Committee

By KATIE NELSON

During last week's school committee meeting, Superintendent Lori S. Duerr highlighted the achievements of Falmouth High School senior Robert Simpkins...

Robert's 3.99 GPA, his active participation in athletics and music, his distinction as an AP Scholar, Rotary Youth Leadership Award winner and English language development peer mentor earned him praise from Dr. Duerr and the school committee.

Robert will go on to apply for the US Department of Education National Review Team. Robert's parents, Grace and Michael Simpkins, were in attendance and joined the school committee for a five-minute recess to celebrate Robert's accomplishments.

Gertrude (Kitty) Hendricks-Miller, Indian education coordinator for the Mashpee Wampanoag Tribe, joined the meeting via Zoom and gave an update on the Tribe's education department outreach in Falmouth schools.

Ms. Hendricks-Miller said programs, such as a lunch bunch group at Morse Pond and an artifact presentation on 17th-century Wampanoag life at Lawrence School, have been engaging for students. The ongoing efforts of Darius Coombs, cultural outreach coordinator for the Tribe, were praised by Ms. Hendricks-Miller. A Tribal flag was recently hung in Lawrence School and a photo was shared with



KATIE NELSON/ENTERPRISE

Superintendent Lori Duerr recognized senior Robert Simpkins for his US Presidential Scholar nomination.

the school committee.

School nurses Lynn Duquette and Katelyn McGill gave a presentation on a health fair to be held on March 27 in the Falmouth High School field house. The health fair will offer free immunizations, information on tick safety and Lyme disease, skin cancer education featuring UV scanning...

Representatives from the Massachusetts Health Connector will be available to help families sign up for coverage. The goal is to increase equitable health services. Ms. Duquette said she added that school nurses have a unique opportunity to provide community health

services to students and their families. School committee members said they are looking forward to the event, which is the first health fair the district has hosted.

Athletic Director Todd Oliveira highlighted fall sports achievements. Dr. Duerr added that 64 percent of fall student athletes were achieving honors and high honors grades. The Lawrence football program and the unified basketball program, which features players with and without special needs, were among Mr. Oliveira's favorite memories this fall, he said.

Mr. Oliveira said students are taking ownership of pep rallies and including extracurricular clubs, like the robotics club, in their celebrations. Plans to reorganize and display achievement banners in the field house are upcoming, Mr. Oliveira said.

By DEVIN ANKENY

After months of telling the town that its final proposal is almost ready for review, one of the leading potential providers of a fiber-optic internet access network to connect the entire town has ceased operation.

New England Broadband, a group composed of the same team that worked under Boundless, the company that backed out of providing municipal fiber to the town last summer, reported it could not get enough investors to commit to the project, said Edward

B. Swartz, chairman of the town's Broadband Municipal Light Plant.

"I don't know what we do from here," Mr. Swartz said. The Broadband MLP was charged at its inception with operating and managing fiber internet service in town; MLPs are a state-designation for town-run utility operators.

The Broadband MLP's original goal was to bring a municipally run fiber network to town. In December, Mr. Swartz said the possibility of municipally run fiber in town was virtually extinct,

and that the group was instead looking to promote competition among private fiber offerings in town, hence the months-long work with New England Broadband.

Now the future work of the group is up in the air. The group has discussed a possible merger with the town's Economic Development & Industrial Corporation, which, the MLP group said, falls in line with its push to bolster competition in town. The MLP is expected to further discuss plans for the future at its meeting on Tuesday.

Municipal Legal Notices

ADVERTISEMENT FOR BIDS

The Town of Falmouth ("Owner") shall receive sealed bids at the Town of Falmouth Department of Public Works office, 416 Gifford Street, Falmouth, Massachusetts for the construction of the Sandwich Road and Leslie Street Area Water Main Improvements, Contract No. WA-WMR-25-01, until 2:00 PM prevailing time, Thursday, February 27, 2025, at which time bids will be opened and publicly read aloud. Bids submitted after this time will not be accepted.

The Work of the Base Bid consists of the furnishing and installing of approximately 5,000 linear feet of 8-inch diameter ductile iron water main in an area of Woods Hole Road along Leslie Street, Hilton Avenue, Summer Street from Hilton Avenue to James Street, Summer Lane, and James Street; and associated valves, fittings, hydrants, services, appurtenances, and surface restoration. A portion of the work within Woods Hole Road is subject to the requirements of a Massachusetts Department of Transportation (MassDOT) Highway Access Permit. Drainage work including the furnishing and installation of teaching basins and the furnishing of additional water quality sample stations shall be included in the Contract if the Owner proceeds with additive alternates based on the availability of funds and the proposed pricing in the Form for General Bid.

Contract Documents may be obtained electronically through Tata & Howard, Inc. by contacting Alyssa Karlson at akarlson@tataandhoward.com.

Each bid shall be accompanied by a bid security in the amount of 5% of the total bid amount and in the form described in the Instructions to Bidders. A Performance Bond and Labor and Materials Payment Bond, each in the amount of 100 percent of the Contract Price, will be required in the form described in the Instructions to Bidders. The bidding and award of the Contract will be under the provisions of Massachusetts General Laws, Chapter 90, Section 39M (M.G.L. C. 30, S. 39M). Each bid must be accompanied by a Certificate of Prequalification issued by MassDOT in the Sewer and Water class of work. Minimum Wage Rates as determined by the Commissioner of the Department of Labor Standards under the provision of the Massachusetts General Laws, Chapter 149, Sections 26 to 27H, as amended, apply to this project. The Owner reserves the right to reject any or all bids, to accept any bid, and to waive any informality on bids received. Bidders must meet the minimum experience requirements set forth in Article 3 of the Instructions to Bidders (Section 00100) in the Contract Documents.

If the bidder views/obtains the Contract Documents from a source other than those noted in this Advertisement for Bids, the accuracy and/or completeness of the Contract Documents cannot be guaranteed and the bidder assumes the responsibility for obtaining any additional information regarding the project, including addenda that may be required for bidding. Failure to acknowledge addenda issued during bidding may render a bid as non-responsive.

February 7, 2025

Section 00 11 13 ADVERTISEMENT TO BID MGL c.149 Over \$150K

The FALMOUTH HOUSING AUTHORITY, the Awarding Authority, invites sealed bids from Contractors for the Vacant Building Renovation & Restoration at State Aided Development: 189 Old Barnstable Road (705-V) in Falmouth, Massachusetts, in accordance with the documents prepared by LEONARDI ARAY ARCHITECTS LLC.

The Project consists of but not limited to: Vacant Building Renovation & Restoration. The work is estimated to cost \$211,718.00.

All bidding Requests for Information (RFIs) shall be submitted online by 02/12/2025 at 2:00PM EST for general bids.

Bids are subject to M.G.L. c.149 44A-J and to minimum wage rates as required by M.G.L. c.149 §26 to 27H inclusive.

THIS PROJECT IS BEING ELECTRONICALLY BID AND HARD COPY BIDS WILL NOT BE ACCEPTED. Please review the instructions in the bid documents on how to register as an electronic bidder. All bids shall be submitted online at bidders.com and received no later than the date and time specified.

General bidders must be certified by the Division of Capital Asset Management and

Maintenance (DCAMM) in the following category of work, General Building Construction, and must submit a current DCAMM Certificate of Eligibility and signed Bid Form/General Contractor Update Statement.

General Bids will be received until 06 March 2025 at 4:00PM EST and publicly opened online, forthwith.

General bids and sub-bids shall be accompanied by a bid deposit that is not less than five (5%) of the greatest possible bid amount (including all alternates) and made payable to the FALMOUTH HOUSING AUTHORITY. Note: A bid deposit is not required for Projects advertised under \$50,000.

Bid Forms and Contract Documents will be available for review at bidders.com (may be viewed and downloaded electronically at no cost).

General bidders must agree to contract with minority and women business enterprises as certified by the Supplier Diversity Office (SDO), formerly known as SOWBBA. The combined participation benchmark reserved for such enterprises shall not be less than 13% of the final contract price including accepted alternates. Request for waivers must be sent to EOHLC (shanyan.li@mass.gov) 5 calendar days prior to the General Bid date. NO WAIVERS WILL BE GRANTED AFTER THE GENERAL BIDS ARE OPENED.

PRE-BID CONFERENCE / SITE VISIT: Scheduled Date and Time: 02/14/2025 at 9:30AM EST Address: 189 Old Barnstable Road, East Falmouth, MA 02536 Instructions: None

The hard copy Contract Documents may be seen at: Nashoba Blue Inc. 433 Main Street Hudson, MA 01749 978-568-1167

February 7, 2025

ADVERTISEMENT FOR BIDS

The Town of Falmouth ("Owner") shall receive sealed general bids at the Town of Falmouth Department of Public Works office, 416 Gifford Street, Falmouth, Massachusetts for the Crooked Pond Water Treatment Plant Air Strippling Tower and Carbon Contactor Media Replacement. Contract No. WA-WTF-25-01, until 10:00 AM prevailing time, Thursday, February 27, 2025, at which time bids will be opened and publicly read aloud. Bids submitted after this time will not be accepted.

The Work of the Base Bid consists of the replacement of media in the existing air stripper tower at the Crooked Pond Water Treatment Plant including removal and disposal of the existing media, cleaning the tower and the WetWell Tank below the air tower, and the furnishing and installation of new media. Granular Activated Carbon (GAC) media replacement for two existing carbon contactors shall be included in the Contract if the Owner proceeds with an Additive Alternate A based on the availability of funds and the proposed pricing in the Form For General Bid. Additive Alternate A will consist of the removal and disposal of existing carbon media in each of the two existing carbon contactors, cleaning the carbon contactors and a Backwash Recycle Tank, and the furnishing and installation of new GAC media.

Contract Documents may be obtained electronically through Tata & Howard, Inc. by contacting Kimberly Fryar at kfryar@tataandhoward.com.

Each bid shall be accompanied by a bid security in the amount of 5% of the total bid amount and in the form described in the Instructions to Bidders. A Performance Bond and Labor and Materials Payment Bond, each in the amount of 100 percent of the Contract Price, will be required in the form described in the Instructions to Bidders. Complete instructions for filing bids are included in the Instructions to Bidders. The bidding and award of the Contract will be under the provisions of Massachusetts General Law, Chapter 149, Sections 44A-44J (M.G.L. c.149, ss.44A-44J). Each general bid must be accompanied by a DCAMM Certificate of Eligibility for Water and Sewerage Treatment Facilities and an Update Statement (Form CO3) in accordance with M.G.L. c. 149, s.44D. Minimum wage rates as determined by the Commissioner of the Department of Labor Standards under the provision of the Massachusetts General Laws, Chapter 149, Sections 26 to 27H, as amended, apply to this project. The Owner reserves the right to reject any or all bids, to accept any bid, and to waive any informality on bids received. Bidders must meet the minimum experience requirements set forth in Article 3 of the Instructions to Bidders (Section

00100) in the Contract Documents

If the bidder views/obtains the Contract Documents from a source other than those noted in this Advertisement for Bids, the accuracy and/or completeness of the Contract Documents cannot be guaranteed and the bidder assumes the responsibility for obtaining any additional information regarding the project, including addenda that may be required for bidding. Failure to acknowledge addenda issued during bidding may render a bid as non-responsive.

February 7, 2025

Falmouth Zoning Board of Appeals Notice of Public Hearing for February 27, 2025

Notice is hereby given of the following Public Hearing @ 6:00pm and Open Meeting in the Select Board's Meeting Room, Town Hall, Falmouth, MA, on Thursday, February 27, 2025.

Continuation) #193-24 JIEC Development LLC, 4 Sandwich Road, East Falmouth

Application #002-25 Denise Praeger, Justice: Applied to the Zoning Board of Appeals for a special permit pursuant to section(s) 240-10.2A and 240-11.3A(4) of the Code of Falmouth to remove the existing garage and to raze and rebuild the existing, nonconforming, single-family dwelling increasing lot coverage by structures. The subject property is 40 Silver Beach Avenue, North Falmouth, MA. Application #003-25 Alice Goldstein, Trustee: Applied to the Zoning Board of Appeals for a special permit pursuant to section(s) 240-10.2A and 240-11.3A(4) of the Code of Falmouth to convert the existing garage into habitable space, construct a new garage, addition and covered front porch, exceeding 20% lot coverage by structures. The subject property is 73 Alcott Road, East Falmouth, MA. Application #004-25 Ingo Bassiano: Applied to the Zoning Board of Appeals for a special permit pursuant to section(s) 240-6.6B of the Code of Falmouth to allow a conversion of the existing structure into two (2) dwelling units. The subject property is 23 Old Barnstable Road, East Falmouth, MA.

Files are available in the Board of Appeals Office at Town Hall for review by interested parties.

January 31, 2025

February 7, 2025

PUBLIC HEARING NOTICE

You are hereby notified that a hearing will be held at Falmouth Town Hall in the Old Water Department Room at 3:00 p.m. on Wednesday, February 19, 2025, upon the petition of NSTAR Electric Company d/b/a Eversource Energy for permission to install on Peble Lane Two (2) new manholes 10114/055 and 10114/065.

The installation of the 2 new manholes to address the faulted section of Direct Buried cable and install fault indicators

Per Order of the Falmouth Select Board

February 7, 2025

PUBLIC HEARING NOTICE

You are hereby notified that a hearing will be held at Falmouth Town Hall in the Old Water Department Room at 3:00 p.m. on Wednesday, February 19, 2025, upon the petition of NSTAR Electric Company d/b/a Eversource Energy for permission to install along Redwing Terrace two (2) new manholes 10114/035 and 10114/011.

This pole location is necessary for a new underground cable line from the Eversource Station 933.

Per Order of the Falmouth Select Board

February 7, 2025

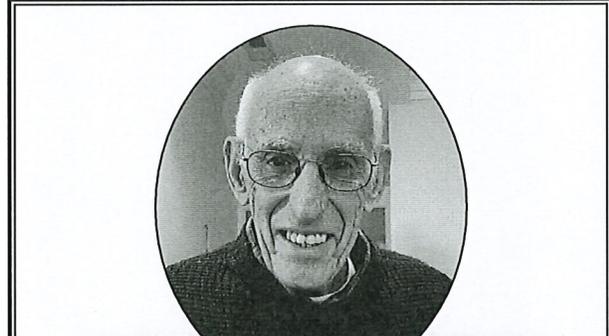
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The installation of the 2 new manholes is to address the faulted section of Direct Buried cable along Peble Lane and Redwing Terrace and install fault indicators.

Per Order of the Falmouth Select Board

February 7, 2025



James T. Kalperis

December 3, 1929 - December 27, 2024

Please join us for A Celebration of Life Saturday, February 8 from 1 - 3pm

The Flying Bridge Restaurant 220 Scranton Ave. Falmouth, MA 02540

OPEN SESSION

CONSENT AGENDA

1. Administrative Orders

- c. Consider a vote to approve the petition of NSTAR Electric Company d/b/a Eversource Energy to install on Pebble Lane two (2) new manholes 10114/055 and 10114/065. The installation of the 2 new manholes is to address the faulted section of Direct Buried cable and install fault indicators.



AGENDA ITEM SUMMARY SHEET

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

ITEM TITLE: Consider a vote to approve the petition of NSTAR Electric Company d/b/a Eversource Energy to install on Pebble Lane two (2) new manholes 10114/055 and 10114/065. The installation of the two manholes is to address the faulted section of Direct Buried cable and to install fault indicators.

MEETING DATE: 2/24/2025

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

SUBMITTED BY: Mike Renshaw, Town Manager

ATTACHMENTS: Eversource petition documents dated January 13, 2025; Public Hearing Notice, February 7, 2025; Site Plan

PURPOSE:

The Select Board will consider the approval of a petition NSTAR Electric Company d/b/a Eversource Energy to install on Pebble Lane two (2) new manholes 10114/055 and 10114/065.

The installation of the two manholes is to address the faulted section of Direct Buried cable and to install fault indicators.

BACKGROUND/SUMMARY:

- Eversource Energy submitted the petition to install two (2) new manholes 10114/055 and 10114/065 on January 13, 2025.
- A public hearing was held at Town Hall on February 19, 2025.

- The installation of the two manholes is to address the faulted section of Direct Buried cable and to install fault indicators.
- The Town Engineering Office recommends that the Select Board approve the petition for the installation two (2) new manholes 10114/055 and 10114/065.

DEPARTMENT RECOMMENDATION:

The Town Manager recommends that the Select Board approve the petition of NSTAR Electric Company d/b/a Eversource Energy to install on Pebble Lane two (2) new manholes 10114/055 and 10114/065.

The installation of the two manholes is to address the faulted section of Direct Buried cable and to install fault indicators.

OPTIONS:

- Motion to approve the petition of NSTAR Electric Company d/b/a Eversource Energy to install on Pebble Lane two (2) new manholes 10114/055 and 10114/065 as presented.
- Motion to deny approval of the petition of NSTAR Electric Company d/b/a Eversource Energy to install on Pebble Lane two (2) new manholes 10114/055 and 10114/065.
- 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 petition of NSTAR Electric Company d/b/a Eversource Energy to install on Pebble Lane two (2) new manholes 10114/055 and 10114/065.

The installation of the two manholes is to address the faulted section of Direct Buried cable and to install fault indicators.

Michael Renshaw

Town Manager

2/20/2025

Date



Town of Falmouth

Department of Public Works - Engineering Division

416 Gifford Street, Falmouth, MA 02540
Office: 508-457-2543, Fax: 508-548-1537

Nicholas Croft, Engineering Technician

nicholas.croft@falmouthma.gov

Date: February 20, 2025

To: Board of Selectmen

From: Nicholas Croft, Hearing Officer

Subject: Eversource – Petition to install manholes on Pebble Lane

A petition was submitted by Eversource to install two (2) new manholes, 10114/055 and 10114/065, on Pebble Lane to accommodate the replacement of direct buried cable.

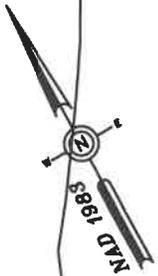
The Engineering recommendation is to approve the request as submitted on Plan No. 19488489, W/O #19488489, dated January 6, 2025.

Eversource Reminder: All Street Openings require a permit obtained from the Engineering Office.

Thank you,

Nicholas Croft
Engineering Technician
DPW Engineering Division

Plan to accompany petition of EVERSOURCE ENERGY to install two new MH (10114/055 & 10114/065) in the Right of Way of Pebble Lane.



05 09 002 026
52 PEBBLE LN
N/F
ALLARD MARY & LAWRENCE

05 09 002 027
56 PEBBLE LN
N/F
EVENDEN GERALD & PHYLLIS

PEBBLE LN.

APPROX. ROW

APPROX. EOP

PEBBLE LN.

APPROX. EOP

E APPROX. EOP

APPROX. ROW

PROPOSED MANHOLE
10114/055
5'x5'

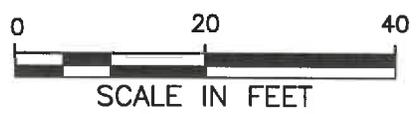
05 09 002 048
51 PEBBLE LN
N/F
13 CRESENT ST NOM TRS

05 09 002 047
55 PEBBLE LN
N/F
ALERA ALEXANDER & ROBERTA

APPROX. R
SHEET 1
SHEET 2

LEGEND

- Existing Conduit
- Proposed Manhole



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MASS. LAW

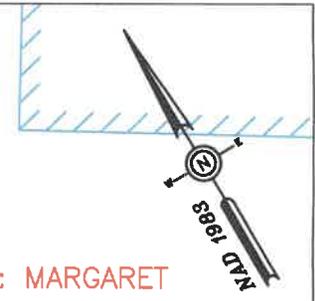
REQUIRES 72 HOURS ADVANCE NOTICE TO UTILITY COMPANIES BEFORE DIGGING BY ANYONE. CALL DIG-SAFE 1-888-344-7233

Plan #	19488489	<p>1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125</p>
Ward #		
Work Order #	19488489	
Surveyed by:	N/A	Plan of PEBBLE LANE
Research by:	JC	FALMOUTH
Plotted by:	VT	Showing PROPOSED MANHOLE LOCATION
Proposed Structures:	SJ	
Approved:	K RICE	Scale 1"=20' Date JANUARY 6, 2025
P#		SHEET 1 of 2

PEBBLE LN.

05 09 002 051
152 PEBBLE LN
N/F
GRISWOLD JENNIFER

05 09 002 052
68 PEBBLE LN
N/F
GLYNN PATRICK & MARGARET



APPROX. R

APPROX. ROW

APPROX. EOP

PEBBLE LN.

APPROX. EOP

APPROX. EOP

E

E



APPROX. ROW

APPROX. ROW

PROPOSED
MANHOLE
10114/065
5'x5'

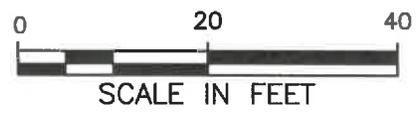
05 09 002 046
61 PEBBLE LN
N/F
GARRY MICHAEL & FELICIA

05 09 002 045
67 PEBBLE LN
N/F
FRANKS DIANA

APPROX. R

SHEET 1
SHEET 2
APPROX. R

A



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MASS. LAW

REQUIRES 72 HOURS ADVANCE NOTICE TO UTILITY COMPANIES BEFORE DIGGING BY ANYONE. CALL DIG-SAFE 1-888-344-7233

Plan #	19488489	<p>EVERSOURCE d/b/a 1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125</p>
Ward #		
Work Order #	19488489	
Surveyed by:	N/A	Plan of PEBBLE LANE
Research by:	JC	FALMOUTH
Plotted by:	VT	Showing PROPOSED MANHOLE LOCATION
Proposed Structures:	SJ	
Approved:	K RICE	Scale 1"=20' Date JANUARY 6, 2025
P#		SHEET 2 of 2



PUBLIC HEARING NOTICE

You are hereby notified that a hearing will be held at Falmouth Town Hall in the Old Water Department Room at 3:00 p.m. on Wednesday, February 19, 2025, upon the petition of NSTAR Electric Company d/b/a Eversource Energy for permission to install on Pebble Lane two (2) new manholes 10114/055 and 10114/065.

The installation of the 2 new manholes to address the faulted section of Direct Buried cable and install fault indicators

Per Order of the Falmouth Select Board

Publication Date: Friday, February 7, 2025, Falmouth Enterprise

PUBLIC HEARING NOTICE

You are hereby notified that a hearing will be held at Falmouth Town Hall in the Old Water Department Room at 3:00 p.m. on Wednesday, February 19, 2025, upon the petition of NSTAR Electric Company d/b/a Eversource Energy for permission to install on Pebble Lane two (2) new manholes 10114/055 and 10114/065.

The installation of the 2 new manholes to address the faulted section of Direct Buried cable and install fault indicators

Per Order of the Falmouth Select Board

February 7, 2025

PETITION FOR
UNDERGROUND CABLE AND CONDUIT LOCATIONS
WO# 19488489

January 13, 2025

Barnstable, Massachusetts
To the Select Board of Falmouth, Massachusetts.

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

request permission to locate underground cables, conduits and manholes, including the necessary sustaining and protecting fixtures, in, under, along and across the following public way or ways:

Pebble Lane, Falmouth
To install two (2) new manholes 10114/055 and 10114/065

Wherefore it prays that after due notice and hearing as provided by law, it be granted a location for and permission to install and maintain underground cables, conduits, and manholes, together with such sustaining and protecting fixtures as it may find necessary, said underground cables, conduits, and manholes to be installed in accordance with the plan files herewith marked Plan No. 19488489 dated January 6, 2025.

NSTAR ELECTRIC COMPANY
d/b/a EVERSOURCE ENERGY

By *Jessica Elder*

Right of Way Agent
Jessica S. Elder

**FORM OF ORDER FOR
UNDERGROUND CABLE AND CONDUIT LOCATIONS
WO# 19488489**

SELECT BOARD FOR THE TOWN OF FALMOUTH, MASSACHUSETTS.

Notice having been given and a public hearing held, as provided by law,
IT IS HEREBY ORDERED: that the **NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY** be and it is hereby granted a location for and permission to install and maintain underground cables, conduits and manholes, together with such sustaining and protecting fixtures as said Company may deem necessary, in, under, along and across the public way or ways hereinafter referred to, as requested in petition of said Company dated the 13th day of January, 2025.

All construction under this order shall be in accordance with the following conditions:

Cables, conduits, and manholes shall be installed substantially at the point indicated upon the plan marked Plan No. 19488489 dated January 6, 2025 filed with said petition. The following are the public ways or parts of ways under, along and across which the cables above referred to may be installed under this order.

Pebble Lane, Falmouth
To install two (2) new manholes 10114/055 and 10114/065

The installation of the 2 new manholes is to address the faulted section of Direct Buried cable and install fault indicators

I hereby certify that the foregoing order was adopted at a meeting of the Select Board of the Town of Falmouth, Massachusetts held on the 24th day of February

Clerk of Select Board

Falmouth, Massachusetts _____ 2025.

Received and entered in the records of location orders of the Town of Falmouth
Book _____ Page _____.

Attest:

Town Clerk

We hereby certify that on February 19, 2025, at 3:00o'clock, P. M. at Falmouth Town Hall a public hearing was held on the petition of the

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

for permission to install and maintain the underground cables, conduits, manholes and fixtures described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Company is permitted to install underground cables, conduits, manholes and fixtures under said order. And that thereupon said order was duly adopted.

**Select Board for the Town of
Falmouth, Massachusetts**

CERTIFICATE

I hereby certify that the foregoing is a true copy of a location order and certificate of hearing with notice adopted by the Select Board of the Town of Falmouth, Massachusetts, on the _____ day of _____, 2025, and recorded with the records of location orders of said Town, Book _____, Page _____.

This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:

Town Clerk.

WO# 19488489
PEBBLE LANE
FALMOUTH, MA.

05 09 002 048
51 PEBBLE LN
N/F
13 CRESENT ST NOM TRS
51 PEBBLE LN
NORTH FALMOUTH, MA 02556

05 09 002 027
56 PEBBLE LN
N/F
EVEN DEN GERALD & PHYLLIS
56 PEBBLE LN
NORTH FALMOUTH, MA 02556

05 09 002 047
55 PEBBLE LN
N/F
ALERA ALEXANDER & ROBERTA
47 SHREWSBURY, MA 01545

05 09 002 026
52 PEBBLE LN
N/F
ALLARD MARY & LAWRENCE
52 PEBBLE LN
NORTH FALMOUTH, MA 02556

05 09 002 046
61 PEBBLE LN
N/F
GARRY MICHAEL & FELICIA
61 PEBBLE LN
NORTH FALMOUTH, MA 02556

05 09 002 045
67 PEBBLE LN
N/F
FRANKS DIANA
67 PEBBLE LN
NORTH FALMOUTH, MA 02556

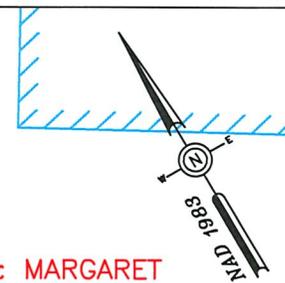
05 09 002 051
152 PEBBLE LN
N/F
GRISWOLD JENNIFER
152 PEBBLE LN
NORTH FALMOUTH, MA 02556

05 09 002 052
68 PEBBLE LN
N/F
GLYNN PATRICK & MARGARET
491 NAHATAN ST
NORWOOD, MA 02062

PEBBLE LN.

05 09 002 051
152 PEBBLE LN
N/F
GRISWOLD JENNIFER

05 09 002 052
68 PEBBLE LN
N/F
GLYNN PATRICK & MARGARET



APPROX. R.

APPROX. ROW

APPROX. EOP

PEBBLE LN.

APPROX. EOP

APPROX. EOP

E

E

APPROX. ROW

APPROX. ROW

APPROX. R.

PROPOSED
MANHOLE
10114/065
5'x5'

05 09 002 046
61 PEBBLE LN
N/F
GARRY MICHAEL & FELICIA

05 09 002 045
67 PEBBLE LN
N/F
FRANKS DIANA

SHEET 1
SHEET 2
APPROX. R.

A

0 20 40



SCALE IN FEET

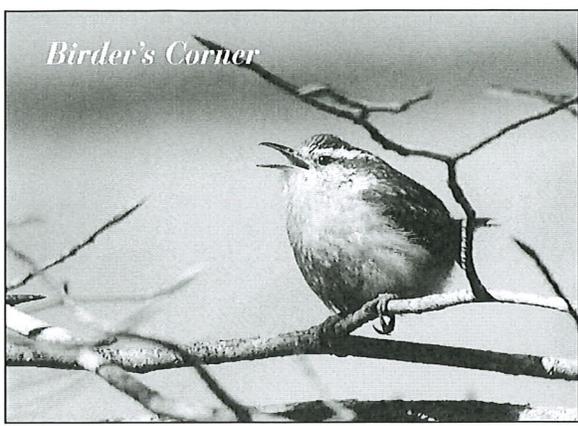
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MASS. LAW

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Plan #	19488489	EVERSOURCE d/b/a 1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125
Ward #		
Work Order #	19488489	Plan of PEBBLE LANE
Surveyed by:	N/A	FALMOUTH
Research by:	JC	Showing PROPOSED MANHOLE LOCATION
Plotted by:	VT	
Proposed Structures:	SJ	
Approved:	K RICE	Scale 1"=20' Date JANUARY 6, 2025
P#		SHEET 2 of 2



Birder's Corner

CRAIG GIBSON

The Carolina wren stays active in Falmouth in winter, singing, foraging for insects and berries, sheltering in brush or buildings, and visiting feeders for suet and seeds to survive the cold. This Carolina wren was recently seen in the thickets behind Falmouth Town Hall. Go to falmouthbirds.com for more information.

Recognitions, Updates And Plans From School Committee

By KATIE NELSON

During last week's school committee meeting, Superintendent Lori S. Duerr highlighted the achievements of Falmouth High School senior Robert Simpkins, who has been nominated to represent Massachusetts as a United States Presidential Scholar.

Robert's 3.99 GPA, his active participation in athletics and music, his distinction as an AP Scholar, Rotary Youth Leadership Award winner and English language development peer mentor earned him praise from Dr. Duerr and the school committee.

Robert will go on to apply for the US Department of Education National Review Team. Robert's parents, Grace and Michael Simpkins, were in attendance and joined the school committee for a five-minute recess to celebrate Robert's accomplishments.

Gertrude (Kitty) Hendricks-Miller, Indian education coordinator for the Mashpee Wampanoag Tribe, joined the meeting via Zoom and gave an update on the Tribe's education department outreach in Falmouth schools.

Ms. Hendricks-Miller said programs, such as a lunch bunch group at Morse Pond and an artifact presentation on 17th-century Wampanoag life at Lawrence School, have been engaging for students. The ongoing efforts of Darius Combs, cultural outreach coordinator for the Tribe, were praised by Ms. Hendricks-Miller. A Tribal flag was recently hung in Lawrence School and a photo was shared with



KATIE NELSON/ENTERPRISE

Superintendent Lori Duerr recognized senior Robert Simpkins for his US Presidential Scholar nomination.

the school committee.

School nurses Lynn Duquette and Katelyn McGill gave a presentation on a health fair to be held on March 27 in the Falmouth High School field house. The health fair will offer free immunizations, information on tick safety and Lyme disease, skin cancer education featuring UV scanning—which Ms. Duquette said is an important health reminder for students before prom season—and technical support for Powerschool, a software used for communication between students, parents and teachers.

Representatives from the Massachusetts Health Connector will be available to help families sign up for coverage. The goal is to increase equitable health services, Ms. Duquette said. She added that school nurses have a unique opportunity to provide community health

services to students and their families. School committee members said they are looking forward to the event, which is the first health fair the district has hosted.

Athletic Director Todd Oliveira highlighted fall sports achievements. Dr. Duerr added that 64 percent of fall student athletes were achieving honors and high honors grades. The Lawrence football program and the unified basketball program, which features players with and without special needs, were among Mr. Oliveira's favorite memories this fall, he said.

Mr. Oliveira said students are taking ownership of pep rallies and including extracurricular clubs, like the robotics club, in their celebrations. Plans to reorganize and display achievement banners in the field house are upcoming, Mr. Oliveira said.

New England Broadband Closes Up Shop

By DEVIN ANKENY

After months of telling the town that its final proposal is almost ready for review, one of the leading potential providers of a fiber-optic internet access network to connect the entire town has ceased operation.

New England Broadband, a group composed of the same team that worked under Boundless, the company that backed out of providing municipal fiber to the town last summer, reported it could not get enough investors to commit to the project, said Edward

B. Swartz, chairman of the town's Broadband Municipal Light Plant. "I don't know what we do from here," Mr. Swartz said.

The Broadband MLP was charged at its inception with operating and managing fiber internet service in town. MLPs are a state-designation for town-run utility operators.

The Broadband MLP's original goal was to bring a municipally run fiber network to town. In December, Mr. Swartz said the possibility of municipally run fiber in town was virtually extinct,

and that the group was instead looking to promote competition among private fiber offerings in town, hence the months-long work with New England Broadband.

Now the future work of the group is up in the air. The group has discussed a possible merger with the town's Economic Development & Industrial Corporation, which the MLP group said, falls in line with its push to bolster competition in town.

The MLP is expected to further discuss plans for the future at its meeting on Tuesday.

Municipal Legal Notices

ADVERTISEMENT FOR BIDS

The Town of Falmouth ("Owner") shall receive sealed bids at the Town of Falmouth Department of Public Works office, 416 Gifford Street, Falmouth, Massachusetts for the construction of the Sandwich Road and Leslie Street Area Water Main Improvements, Contract No. WA-WMR-25-01, until 2:00 PM prevailing time, Thursday, February 27, 2025, at which time bids will be opened and publicly read aloud. Bids submitted after this time will not be accepted.

The Work of the Base Bid consists of the furnishing and installing of approximately 5,000 linear feet of 8-inch diameter ductile iron water main in Sandwich Road from Brick Kiln Road to Teaticket Highway (Route 28), 1,400 linear feet of 8-inch diameter ductile iron water main in an area of Woods Hole Road along Leslie Street, Hilton Avenue, Sumner Street from Hilton Avenue to James Street, Sumner Lane, and James Street; and associated valves, fittings, hydrants, services, appurtenances, and surface restoration. A portion of the work within Woods Hole Road is subject to the requirements of a Massachusetts Department of Transportation (MassDOT) Right-of-Way Permit. Drainage work including the furnishing and installation of leaching basins and the furnishing of additional water quality sample stations shall be included in the bid. If the Owner proceeds with additive alternates based on the availability of funds and the proposed pricing in the Form for General Bid.

Contract Documents may be obtained electronically through Tata & Howard, Inc. by contacting Alyssa Karlson at akarlson@tataandhoward.com.

Each bid shall be accompanied by a bid security in the amount of 5% of the total bid amount in the form described in the Instructions to Bidders. A Performance Bond and Labor and Materials Payment Bond, each in the amount of 100 percent of the bid, shall be required in the form described in the Instructions to Bidders. Complete instructions for filing bids are included in the Instructions to Bidders. The bidding and award of the Contract will be under the provisions of "Massachusetts General Law, Chapter 30A, Section 39M (M.G.L. c.30, s.39M)". Each bid must be accompanied by a Certificate of Prequalification issued by MassDOT in the Sewer and Water class of work. Minimum Wage Rates as determined by the Commissioner of the Department of Labor Standards under the provision of the Massachusetts General Laws, Chapter 149, Sections 26 to 27H, as amended, apply to this project. The Owner reserves the right to reject any or all bids, to accept any bid, and to waive any informality on bids received. Bidders must meet the minimum experience requirements set forth in Article 3 of the Instructions to Bidders (Section 0100) in the Contract Documents.

If the bidder views/obtains the Contract Documents from a source other than those noted in this Advertisement for Bids, the accuracy and/or completeness of the Contract Documents cannot be guaranteed and the bidder assumes the responsibility for obtaining any additional information regarding the project, including addenda that may be required for bidding. Failure to acknowledge addenda issued during bidding may render a bid as non-responsive.

February 7, 2025

Section 00 11 13
ADVERTISEMENT TO BID
MGL c.149 Over \$150K

THE FALMOUTH HOUSING AUTHORITY, the Awarding Authority, invites sealed bids from Contractors for the Vacant Building Renovation & Restoration at State Aided Development: 189 Old Barnstable Road (705-V) in Falmouth, Massachusetts, in accordance with the documents prepared by LEONARDI ARAY ARCHITECTS LLC.

The Project consists of but not limited to: Vacant Building Renovation & Restoration

The work is estimated to cost \$211,718.00. All Bidding Requests for Information (RFIs) shall be submitted online by 02/21/2025 at 2:00PM EST for general bids.

Bids are subject to M.G.L. c.149 44A-J & minimum wage rates as required by M.G.L. c.149 52B to 27H inclusive.

THIS PROJECT IS BEING ELECTRONICALLY BID AND HARD COPY BIDS WILL NOT BE ACCEPTED. Please review the instructions in the bid documents on how to register as an electronic bidder. All Bids shall be submitted online at bidsoff.com and received no later than the date and time specified.

General Bidders must be certified by the Division of Capital Asset Management and

Maintenance (DCAMM) in the following category of work, General Building Construction, and must submit a current DCAMM Certificate of Eligibility and signed DCAMM Prime/General Contractor Update Statement.

General Bids will be received until 06 March 2025 at 4:00PM EST and publicly opened online, forthwith.

General bids and sub-bids shall be accompanied by a bid deposit that is not less than five (5%) of the greatest possible bid amount (including addenda) and made payable to the FALMOUTH HOUSING AUTHORITY. Note: A bid deposit is not required for Projects advertised under \$50,000.

Bid Forms and Contract Documents will be available for review at bidsoff.com (may be viewed and downloaded electronically at no cost).

General bidders must agree to contract with minority and women business enterprises as certified by the Supplier Diversity Office (SDO), formerly known as SOM/WBA. The combined participation benchmark reserved for such enterprises shall not be less than 13% of the final contract price including accepted alternates. Request for waivers must be sent to EOHLC (ehaynes@ehc.state.ma.gov) 6 calendar days prior to the General Bid date. NO WAIVERS WILL BE GRANTED AFTER THE GENERAL BIDS ARE OPENED.

PRE-BID CONFERENCE / SITE VISIT: Scheduled

Date and Time: 02/14/2025 at 9:30AM EST
Address: 189 Old Barnstable Road, East Falmouth, MA 02536

Instructions: None
The hard copy Contract Documents may be seen at:
Nashoba Blue Inc.
433 Main Street
Hudson, MA 01749
978-568-1167

February 7, 2025

ADVERTISEMENT FOR BIDS

The Town of Falmouth ("Owner") shall receive sealed general bids at the Town of Falmouth Department of Public Works office, 416 Gifford Street, Falmouth, Massachusetts for the Crooked Pond Water Treatment Plant Air Stripping Tower and Carbon Contactor Media Replacement, Contract No. WA-WMF-25-01, until 10:00 AM prevailing time, Thursday, February 27, 2025, at which time bids will be opened and publicly read aloud. Bids submitted after this time will not be accepted.

The Work of the Base Bid consists of the replacement of media in the existing air stripper tower and the Crooked Pond Water Treatment Plant including removal and disposal of the existing media, cleaning the tower and the Wetwell Tank below the air tower, and the furnishing and installation of new media. Granular Activated Carbon (GAC) media replacement for two existing carbon contactors shall be included in the Contract. If the Owner proceeds with an Additive Alternate A based on the availability of funds and the proposed pricing in the Form for General Bid. Additive Alternate A will consist of the removal and disposal of existing carbon media in each of the two existing carbon contactors, cleaning the carbon contactors and a Backwash Recycle Tank, and the furnishing and installation of new GAC media.

Contract Documents may be obtained electronically through Tata & Howard, Inc. by contacting Kimberly Frary at Kfrary@tataandhoward.com.

Each bid shall be accompanied by a bid security in the amount of 5% of the total bid amount and in the form described in the Instructions to Bidders. A Performance Bond and Labor and Materials Payment Bond, each in the amount of 100 percent of the Contract Price, will be required in the Instructions to Bidders. Complete instructions for filing bids are included in the Instructions to Bidders. The bidding and award of the Contract will be under the provisions of "Massachusetts General Law, Chapter 149, Sections 44A-44J (M.G.L. c.149, ss.44A-44J)". Each general bid must be accompanied by a DCAMM Certificate of Eligibility for Water and Sewerage Treatment Facilities and an Update Statement (Form CO2) in accordance with M.G.L. c.149, 44D. Minimum wage rates as determined by the Commissioner of the Department of Labor Standards under the provision of the Massachusetts General Laws, Chapter 149, Sections 26 to 27H, as amended, apply to this project. The Owner reserves the right to reject any or all bids, to accept any bid, and to waive any informality on bids received. Bidders must meet the minimum experience requirements set forth in Article 3 of the Instructions to Bidders (Section

00100) in the Contract Documents

If the bidder views/obtains the Contract Documents from a source other than those noted in this Advertisement for Bids, the accuracy and/or completeness of the Contract Documents cannot be guaranteed and the bidder assumes the responsibility for obtaining any additional information regarding the project, including addenda that may be required for bidding. Failure to acknowledge addenda issued during bidding may render a bid as non-responsive.

February 7, 2025

Falmouth Zoning Board of Appeals
Notice of Public Hearing for
February 27, 2025

Notice is hereby given of the following Public Hearing @ 8:00am and Open Meeting in the Select Board's Meeting Room, Town Hall, Falmouth, MA, on **Thursday, February 27, 2025**

Continuations)
#109-24 JJEC Development LLC, 4 Sandwich Road, East Falmouth

Application #002-25 Denise Papanano, Trustee: Applied to the Zoning Board of Appeals for a special permit pursuant to section(s) 240-10.2A and 240-11.3A(4) of the Code of Falmouth to remove the existing garage and to raze and rebuild the existing, nonconforming, single-story dwelling increasing lot coverage by structures. The subject property is 40 Silver Beach Avenue, North Falmouth, MA.

Application #003-25 Alice Ceballos, Trustee: Applied to the Zoning Board of Appeals for a special permit pursuant to section(s) 240-10.2A and 240-11.3A(4) of the Code of Falmouth to allow a conversion of the existing structure into two (2) dwelling units. The subject property is 23 Old Barnstable Road, East Falmouth, MA.

Application #004-25 Tiago Raxallian: Applied to the Zoning Board of Appeals for a special permit pursuant to section(s) 240-6.6B of the Code of Falmouth to allow a conversion of the existing structure into two (2) dwelling units. The subject property is 23 Old Barnstable Road, East Falmouth, MA.

Files are available in the Board of Appeals Office at Town Hall for review by interested parties.

January 31, 2025

PUBLIC HEARING NOTICE

You are hereby notified that a hearing will be held at Falmouth Town Hall in the Old Water Department Room at 3:00 p.m. on Wednesday, February 19, 2025, upon the petition of NSTAR Electric Company d/b/a EverSource Energy for permission to install on Pebble Lane two (2) new manholes 10114/035 and 10114/065.

The installation of the 2 new manholes to address the faulted section of Direct Buried cable and install fault indicators

Per Order of the Falmouth Select Board

February 7, 2025

PUBLIC HEARING NOTICE

You are hereby notified that a hearing will be held at Falmouth Town Hall in the Old Water Department Room at 3:00 p.m. on Wednesday, February 19, 2025, upon the petition of NSTAR Electric Company d/b/a EverSource Energy and Verizon New England, Inc. for permission to install 1 new JO pole on Ter Heun Drive to be labeled 570/4-S approximately 80' (feet) west of existing pole 570/4.

This pole location is necessary for a new underground cable line from the EverSource Station 933.

Per Order of the Falmouth Select Board

February 7, 2025

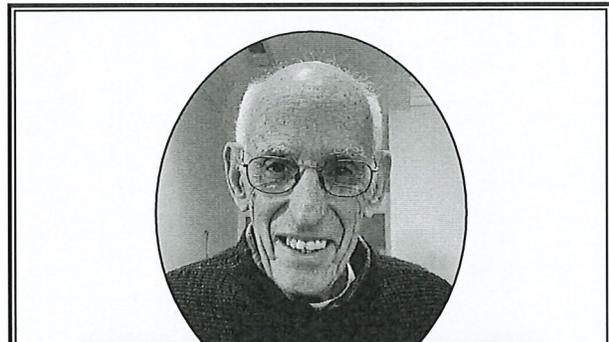
PUBLIC HEARING NOTICE

You are hereby notified that a hearing will be held at Falmouth Town Hall in the Old Water Department Room at 3:00 p.m. on Wednesday, February 19, 2025, upon the petition of NSTAR Electric Company d/b/a EverSource Energy for permission to install along Redwing Terrace two (2) new manholes 10114/035 and 10114/045

The installation of the 2 new manholes to address the faulted section of Direct Buried cable along Pebble Lane and Redwing Terrace and install fault indicators.

Per Order of the Falmouth Select Board

February 7, 2025



James T. Kalperis

December 3, 1929 - December 27, 2024

Please join us for A Celebration of Life
Saturday, February 8 from 1 - 3pm

The Flying Bridge Restaurant
220 Scranton Ave. Falmouth, MA 02540

OPEN SESSION

CONSENT AGENDA

1. Administrative Orders

- d. Consider a vote to accept a donation in the amount of \$500.00 from Joan Tweedell to the Cultural Council Donation Account for Music at the Table



AGENDA ITEM SUMMARY SHEET

ITEM NUMBER: Consent Agenda – Administrative Orders 1.d.

ITEM TITLE: Consider a vote to accept a donation in the amount of \$500.00 from Joan Tweedell to the Cultural Council Donation Account for Music at the Table

MEETING DATE: 02/24/2025

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

SUBMITTED BY: Alice Kociemba, Chair, Falmouth Cultural Council

ATTACHMENTS: None

PURPOSE:

The Falmouth Cultural Council has received a \$500 donation from Joan Tweedell of Woods Hole for its live music outreach project, Music at the Table, that requires approval by the Select Board.

This donation does not require any matching funds from the Town of Falmouth. All funds received for Music at the Table support the musicians' stipends. Each musician or group receives a stipend of \$150 for performing.

BACKGROUND/SUMMARY:

- Provides background information that puts this document into context for the reader. It should provide relevant facts to frame the discussion, helping the reader focus attention on what is to be covered by this agenda report.

- This is the second year of the Falmouth Cultural Council's project, Music at the Table which provides live music to Saint Barnabas' free and welcoming lunch program, A Place at the

Table. The yearly cost is \$7,800 for the weekly musicians’ stipends. The Council has set aside \$1,000 from its Mass Cultural Council allocation and is in the process of raising \$6,800. Following an article about Music at the Table in the *Falmouth Enterprise*, we received this donation, along with several under the \$500. These donations will sustain this weekly project for 2025.

- We have been requested to bring Music at the Table to the Thursday lunch, as well as the Tuesday lunch program at Saint Barnabas’, A Place at the Table. We anticipate more donations to meet this goal.

DEPARTMENT RECOMMENDATION:

The Town Manager recommends that the Select Board vote to accept a donation in the amount of \$500.00 from Joan Tweedell to the Cultural Council Donation Account for Music at the Table as presented.

OPTIONS:

- Motion to accept a donation in the amount of \$500.00 from Joan Tweedell to the Cultural Council Donation Account for Music at the Table as presented.
- Motion to deny the acceptance of a donation in the amount of \$500.00 from Joan Tweedell to the Cultural Council Donation Account for Music at the Table.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

FINANCE DIRECTOR COMMENTS (IF APPLICABLE):

N/A

TOWN MANAGER COMMENTS:

The Town Manager recommends that the Select Board vote to accept a donation in the amount of \$500.00 from Joan Tweedell to the Cultural Council Donation Account for Music at the Table as presented.

Michael Renshaw

Town Manager

2/18/2025

Date

OPEN SESSION

CONSENT AGENDA

1. Administrative Orders

- e. Consider a vote to accept the Amendment to Water Easement and Drainage Easement at 64 Technology Park Drive from the Falmouth EDIC



AGENDA ITEM SUMMARY SHEET

ITEM NUMBER: Consent Agenda - Administrative Orders 1.e.

ITEM TITLE: Consider a vote to accept the Amendment to Water Easement and Drainage Easement at 64 Technology Park Drive from the Falmouth EDIC

MEETING DATE: 2/24/2025

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

SUBMITTED BY: Maura O'Keefe, Town Counsel

ATTACHMENTS: Partially Executed Easement for 64 Technology Park Drive

PURPOSE:

The Falmouth Economic Development Corporation (EDIC) seeks to grant an easement to the Town for the purpose of 1) relocating and modifying existing Drainage and Water Easements at property owned by the EDIC at 64 Tech Park Dr. and 2) abandoning the existing easements in favor of the new ones.

BACKGROUND/SUMMARY:

- The water easement was originally granted in 1985 and the scope of the easement was clarified by amendment in 2007. The drainage easement was created by a Subdivision Plan dated February 29, 1984. The water easement allows the Town to maintain the water tower and related infrastructure at this location.
- The EDIC wishes to explore conveying portions or all of the parcel and relocating the current easements will facilitate such conveyance. To relocate the easements, the EDIC submitted a

petition article for the April 2024 warrant and Town Meeting voted to authorize the acceptance of the easement now before the Select Board for consideration.

- This easement has been reviewed and approved by Town Counsel and the plan has been reviewed and approved by the Land Court.

DEPARTMENT RECOMMENDATION:

Town Counsel recommends that the Select Board vote to accept the Amendment to Water Easement and Drainage Easement at 64 Technology Park Drive from the Falmouth EDIC as presented.

OPTIONS:

- Motion to vote to accept the Amendment to Water Easement and Drainage Easement at 64 Technology Park Drive from the Falmouth EDIC as presented.
- Motion to deny the acceptance of the Amendment to Water Easement and Drainage Easement at 64 Technology Park Drive from the Falmouth EDIC.
- Motion to direct that Town Counsel negotiate additional modifications to the easement as determined by the Board.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

FINANCE DIRECTOR COMMENTS (IF APPLICABLE):

N/A

TOWN MANAGER COMMENTS:

The Town Manager recommends that the Select Board vote to accept the Amendment to Water Easement and Drainage Easement at 64 Technology Park Drive from the Falmouth EDIC as presented.

Michael Renshaw

Town Manager

2/18/2025

Date

AMENDMENT TO
WATER EASEMENT AND DRAINAGE EASEMENT

Falmouth Economic Development and Industrial Corporation, a body policy and corporate, organized under the provisions of Chapter 121C of the Massachusetts General Laws having a principal place of business at 59 Town Hall Square, Falmouth, Massachusetts 02540 (“Grantor” which term shall include its successors in interest) is the owner of 64 Technology Park Drive, Falmouth, Massachusetts, as more particularly described in Exhibit 1, attached hereto and incorporated herein by reference (the “Premises”). The Town of Falmouth (the “Town” or “Grantee” which term shall include its successors in interest), a municipal corporation, of 59 Town Hall Square, Falmouth, Barnstable County Massachusetts 02540, is the holder of certain easement rights over the Premises, which easements are described more particularly identified as:

1. The existing “Drainage Easement” as shown on Land Court Plan 31976-F, Sheet 2 (the “Drainage Easement”); and
2. The existing Easement identified dated July 23, 1985 and filed with the Barnstable County Registry District of the Land Court as Document Number 317,731, as amended by a Modification of Easement dated November 1, 2007 and filed with said Registry District as Document Number 1,077,776, (the, “Water Easement”)

Grantor and Grantee agree that in exchange for nominal, non-monetary consideration, the receipt and sufficiency of which is herein acknowledged, the parties now amend the Drainage Easement and Water Easement as follows:

DRAINAGE EASEMENT AREA

The Drainage Easement is modified by altering the area of the Drainage Easement as shown on Land Court Plan 31976-F, Sheet 2 to conform to the area identified as, “Easement Area ‘93-A’, Proposed Location of Drainage Easement Area = 17,502 S.F. on Lot 93” and “Easement Area ‘94-B’ Proposed Location of Drainage Easement Area = 15,462 S.F. on Lot 94” (collectively, the “2025 Drainage Easement Area”) as more particularly depicted on that certain sketch plan attached hereto as Sketch Plan A.

WATER EASEMENT AREA

The Water Easement is modified by altering the area of the Water Easement as shown on the Sketch Plan attached to the Modification of Easement filed as Document Number 1,077,776 to conform to the area identified as, “Easement Area ‘94-A’ Proposed Location of Water Tower Easement 2.26 ± Acres” (the “2025 Water Easement Area”) as more particularly depicted on the sketch plan attached hereto as Sketch Plan B.

RELEASE AND ABANDONMENT OF UNUSED EASEMENT AREAS

In consideration of the easements granted hereby, the Grantee releases any right, title and interest in the areas on the plans attached hereto as Sketch Plan A and Sketch Plan B which are not depicted as either the 2025 Drainage Easement Area or the 2025 Water Easement Area.

EXISTING WATER TOWER

Within the 2025 Water Easement Area exists a water tower and appurtenances owned, operated, and maintained by the Grantee. The Grantee’s obligations under the Modification of Easement filed as Document Number 1,077,776 shall remain in force and effect and shall not be modified in any way by the execution of this Amendment.

EASEMENT TERMS

Notwithstanding the Grantee’s rights and obligations related to the existing water tower within the 2025 Drainage Easement Area and the 2025 Water Easement Area (collectively and individually, as the context may permit or require, the “Easement Areas”), the Grantor grants to the Grantee permanent non-exclusive easements for the purposes of maintaining municipal water infrastructure, including, without limitation, the perpetual right, privilege, and easement, to use said strips for drainage purposes and for the purpose of laying, installing, maintaining, operating, constructing, re-constructing, removing, replacing, re-laying, inspecting, patrolling, servicing and using water mains, drains, pipes, hydrants, shut-offs, back flow devices, and related equipment and appurtenances, with the necessary manholes or conduits (all of which, water mains and related equipment, and conduits shall remain the property of the persons installing the same, and which are referred to herein as the “Water Infrastructure”) in, through, under, across and upon said Premises within the Easement Areas.

1. The Grantor shall have the right to use and enjoy the foregoing right and easement for the purposes stated in common with the Grantee and others legally entitled thereto, subject to the terms and conditions expressed herein.
2. Grantor shall not perform, nor authorize or permit anyone to perform, any laying, installation, construction, maintenance, repairs or replacement of said Water Infrastructure.
3. It is further agreed and understood that there will be no change in the grade of said Easement Areas in which said Water Infrastructure is constructed without the prior written approval of the Grantee.
4. Grantor will not authorize nor permit to be laid any existing or proposed wastewater management system or components thereof, including, without limitation, gravity sanitary or storm sewer, septic tank, or subsoil treatment system within 10 feet horizontally from the Water Infrastructure. Grantor will also not authorize nor permit to be laid any other utilities, including, without limitation, underground telephone or electric wires or cables in said Easement Areas. In the event of any violation of the covenant(s), in this Paragraph, any such offending installation shall be moved without any cost or expense to the Grantee.
5. If in connection with the installation of the Water Infrastructure or otherwise any excavations are made within the Water Easement Area, the party making such excavation shall forthwith restore said strips and the surfaces thereof to their prior condition.
6. It is further agreed that upon the completion of the aforementioned Water Infrastructure as herein provided, the Water Infrastructure shall become, and remain, a part of the Town of Falmouth water supply system and shall be subject to all of the rules and regulations of the Grantee; and that the said Town of Falmouth may connect other water pipes or water mains or other connections thereto, whether on land of the undersigned or otherwise, without obtaining the consent or approval of any person or persons, or corporation who may at that time own said Premises or any portion thereof, and without the cost of this water main extension being considered in determining any water guarantee or other charges or conditions that may then be required by the Town of Falmouth.
7. This Easement creates rights for the Town of Falmouth and nothing in this Easement is intended to create a duty or responsibility of any kind whatsoever for the Town of Falmouth to lay, install, maintain, operate, construct, re-construct, remove, replace, re-lay, inspect, patrol, service and use water mains, drains, pipes, hydrants, shut-offs, back flow devices, and related equipment and appurtenances, with the necessary manholes or conduits, for the water main extension contemplated herein. Grantor has not and shall not convey any rights in the Water Infrastructure to anyone other than the Town of Falmouth as contemplated herein. The limitation in the immediately preceding sentence shall apply to the Water Infrastructure as a whole, including, without limitation, its mains, lines, improvements, appurtenances, drains, repairs and replacement.

For Grantor's title reference, see Barnstable County Registry District of the Land Court Certificate of Title Number 88797.

IN WITNESS WHEREOF, the undersigned Colin Reed being the duly authorized agent of the Falmouth Economic Development and Industrial Corporation has signed, sealed, acknowledged and delivered this instrument on behalf of Falmouth Economic Development and Industrial Corporation, this 29th day of January, 2025.

FALMOUTH ECONOMIC DEVELOPMENT
AND INDUSTRIAL CORPORATION

By: Colin Reed

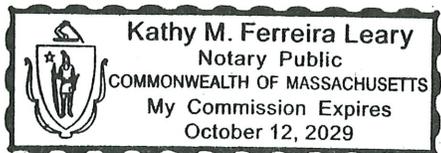
COMMONWEALTH OF MASSACHUSETTS

County of Barnstable

On January 29, 2025 before me, the undersigned notary public personally appeared Colin Reed proved to me on the basis of satisfactory evidence of identification which was my own personal knowledge to be the person(s) whose name(s) is/are signed on the preceding instrument and who acknowledged to me that he signed it voluntarily for its stated purpose as _____ of Falmouth Economic Development and Industrial Corporation as the voluntary act of Falmouth Economic Development and Industrial Corporation.

WITNESS my hand and official seal.

Signature of Notary Public:
Print Name: Kathy M Ferreira Leary
My Commission Expires 10/12/2029



IN WITNESS WHEREOF, the Town of Falmouth has caused its instrument to be signed, acknowledged and delivered in its name and behalf by the Select Board, its acting body, hereby duly authorized this ____ day of _____, 2025.

Town of Falmouth
By its Select Board

Nancy Robbins Taylor, Chair

Edwin (Scott) P. Zylinski II, Vice Chair

Douglas C. Brown

Robert P. Mascali

Heather M.H. Goldstone

Date: _____

FOR AUTHORITY, SEE ARTICLE 23 APPROVED BY VOTE ON APRIL 8, 2024 OF THE APRIL 8, 2024 TOWN OF FALMOUTH TOWN MEETING, A COPY OF WHICH ARTICLE IS ATTACHED HERETO AS EXHIBIT 2.

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this ____ day of _____, 2025 before me, the undersigned notary public, personally appeared _____ proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the within document and acknowledged to me that they signed it voluntarily for its stated purpose.

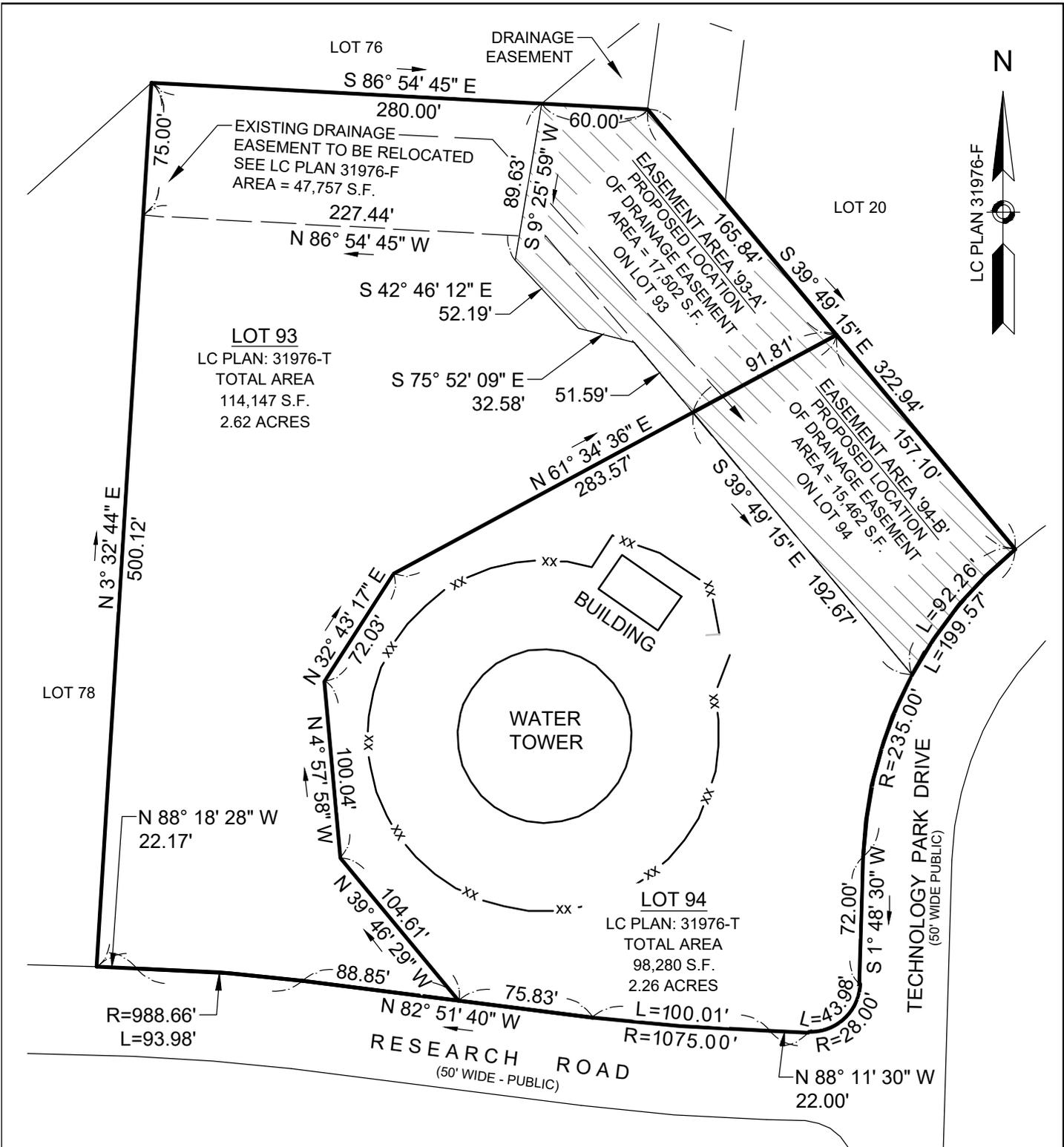
Notary Public:
My Commission Expires:

Exhibit 1
[Property Description]

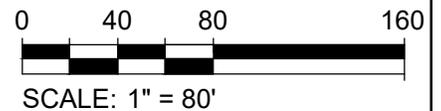
Lots 93 and 94 on Land Court Plan 31976-T

Certificate of Title No. 88,797

SKETCH PLAN A



EASEMENT NOTE:
 PARCEL IS SUBJECT TO A WATER TOWER EASEMENT (NOT PLOTTED)



PROJECT: 64 TECHNOLOGY PARK DRIVE
 FALMOUTH, MASSACHUSETTS

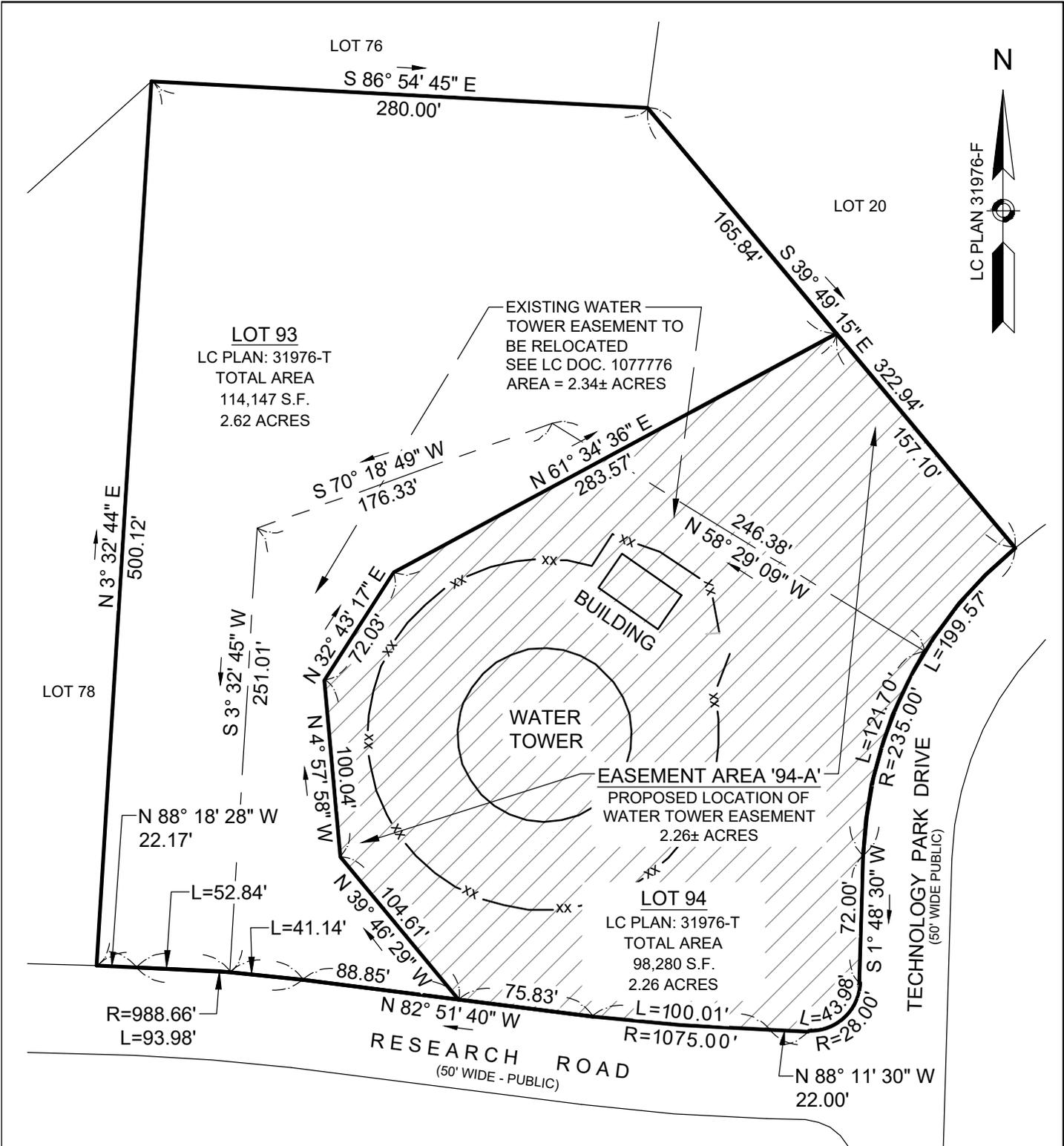
DRAWING TITLE:
DRAINAGE EASEMENT EXHIBIT



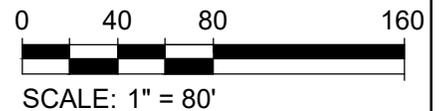
508.477.7272 PHONE 508.477.9072 FAX
 SUMMERFIELD PARK - 800 FALMOUTH ROAD - SUITE 301C - MASHPEE, MA 02649

SHEET NO.: 1 OF 1	DATE: 02/14/25
ASSESSORS INFORMATION:	15-04-027A-021
DRAWN BY: JJF/JGP	CHECKED BY: NDS

SKETCH PLAN B



EASEMENT NOTE:
 PARCEL IS SUBJECT TO AN EXISTING
 DRAINAGE EASEMENT (NOT PLOTTED)



PROJECT: 64 TECHNOLOGY PARK DRIVE
 FALMOUTH, MASSACHUSETTS

DRAWING TITLE:
 WATER TOWER EASEMENT EXHIBIT



508.477.7272 PHONE 508.477.9072 FAX
 SUMMERFIELD PARK - 800 FALMOUTH ROAD - SUITE 301C - MASHPEE, MA 02649

SHEET NO.: 1 OF 1	DATE: 2/14/25
ASSESSORS INFORMATION:	15-04-027A-021
DRAWN BY: JJF/JGP	CHECKED BY: NDS

Exhibit 2

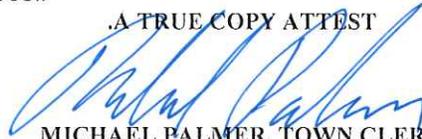
Town Meeting Vote

ARTICLE 23
AND THE VOTE THEREON AT
THE ANNUAL TOWN MEETING
CONVENED IN FALMOUTH, MASSACHUSETTS
APRIL 8, 2024

ARTICLE 23: To see if the Town will vote to Authorize the Selectmen to modify the shape and area of the existing Town water tower easement more particularly described in that certain Easement filed with the Barnstable County Registry District of the Land Court as Document 371,731, as affected by that certain Modification of Easement filed with the Barnstable County Registry District of the Land Court as Document 1,007,776 over a portion of the land owned by the Falmouth Economic Development and Industrial Corporation at 64 Technology Park Drive, Falmouth Assessors Parcel 15-04-027A-021. On petition of Wayne Lingafelter.

VOTED: By a unanimous vote, a quorum being present on Monday, April 8, 2024 the Town voted to authorize the Select Board to acquire a permanent easement for municipal water system purposes within a parcel of land now or formerly owned by the Falmouth Economic Development and Industrial Corporation known as 64 Technology Drive, being parcel 15 04 027A 021 on the Falmouth Assessors Maps, and as filed with the Barnstable Land Court Division as Certificate of Title. No. 88797; and to authorize the Select Board to enter into an agreement to enter upon, in and over said land to locate, relocate, construct, reconstruct, lay, relay, repair, replace, maintain, operate, remove and inspect water mains, and other facilities or equipment associated therewith; and further to authorize the Select Board to enter into any agreements and execute any documents and instruments to effectuate the purpose of this article, including any that may be required to abandon former easements on the parcel.

.A TRUE COPY ATTEST


MICHAEL PALMER, TOWN CLERK
FALMOUTH, MASSACHUSETTS

OPEN SESSION

CONSENT AGENDA

1. Administrative Orders

- f. Consider a vote to opt in to Early Voting in Person for the May 20th Annual Town Election



ITEM NUMBER: Consent Agenda – Administrative Orders 1.f.

ITEM TITLE: Vote to Opt In to In-Person early voting for the May 20th Annual Town Election

MEETING DATE: 2/24/2025

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

SUBMITTED BY: Michael Palmer, Town Clerk

ATTACHMENTS: Letter to Nancy Taylor, Chairperson Select Board from the Town Clerk RE: Opting into In-Person Early Voting

PURPOSE:

The Select Board will consider a vote to opt in to In-Person Early Voting.

BACKGROUND/SUMMARY:

- The Voting Act passed in 2022 has made several changes to how Elections are conducted. The major change is the availability of Early Voting.
- State Elections require Early Voting In-Person and Early Voting by Mail.
- Municipal Elections on the other hand allow Towns to opt out of Early Voting by Mail and opt into Early Voting In-Person.
- To remain consistent for all Elections, the Town Clerk is requesting the Select Board vote to opt into Early Voting In-Person.

DEPARTMENT RECOMMENDATION:

The Town Clerk recommends that the Select Board vote to opt in to Early Voting In-Person.

OPTIONS:

- Motion to opt-in to early voting in-person for the May 20th Annual Town Election to be held Saturday, May 10th and Monday May 12th through Friday May 16th 10 AM to 2:00 PM at Town Hall.
- Motion to deny opting in to early voting in-person for the May 20th Annual Town Election to be held Saturday, May 10th and Monday May 12th through Friday May 16th 10 AM to 2:00 PM at Town Hall.

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 opt in to Early Voting In-Person for the May 20th Annual Town Election to be held Saturday, May 10th and Monday May 12th through Friday May 16th 10 AM to 2:00 PM at Town Hall.

Michael Renshaw

Town Manager

2/19/2025

Date



Town of Falmouth

**MICHAEL PALMER
TOWN CLERK**

59 Town Hall Square, Falmouth, Massachusetts 02540
(508) 495-7353 Fax (508) 457-2511

Nancy R. Taylor, Chairperson Select Board
59 Town Hall Square
Falmouth, MA 02540

RE: Opting into In-Person Early Voting

Dear Nancy,

The Voting Act passed in 2022 has made several changes to how Elections are conducted. The major change is the availability of Early Voting. State Elections require Early Voting in Person and also Early Voting by Mail. Municipal Elections on the other hand allow Towns to opt out of Early Voting by Mail and opt into Early Voting in Person.

The voters of Falmouth have taken advantage of this option in elections over the last several years. I recommend, to be consistent, that the Town of Falmouth opt into Early Voting in Person.

The Select Board would need to vote to opt in. I am requesting you include this on an upcoming agenda. The motion should be "I move that the Town vote to opt in to Early Voting in Person for the May 20th Annual Town Election to be held Saturday May 10th and Monday May 12th through Friday May 16th 10 am to 2 pm at Town Hall."

I would be happy to attend the Select Board meeting if any explanation is necessary. Please don't hesitate to contact me if you have any questions.

Regards,

Michael Palmer, CMC/CMMC
Falmouth Town Clerk
508-495-7353

OPEN SESSION

CONSENT AGENDA

1. Administrative Orders

- g. Consider a vote to approve the Solar Rooftop Lease with Solect Energy Development LLC for the Water Treatment Plant (650 Gifford Street)



AGENDA ITEM SUMMARY SHEET

ITEM NUMBER: Consent Agenda – Administrative Orders 1.g.

ITEM TITLE: Consider a vote to approve the Solar Rooftop Lease with Solect Energy Development LLC for the Water Treatment Plant (650 Gifford Street)

MEETING DATE: 2/24/2025

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

SUBMITTED BY: Stephanie Madsen, Sustainability Specialist and Peter Johnson-Staub, Assistant Town Manager

ATTACHMENTS: 1. Notice of Lease_ Solect-Solar Rooftop Falmouth Water Treatment Plant 2.19.2025 2. Solar Rooftop Lease_ Solect-Falmouth Water Treatment Plant Roof 2.19.2025, 3. Solar Rooftop PPA_ Solect-Falmouth Water Treatment Plant 2.19.2025, 4. Falmouth WTP Solar Design & Rate Overview AG 5. Solar LOI - Falmouth Water Treatment Plant_03.29.24_signedMR

PURPOSE:

The Select Board is asked to consider approval of a rooftop Lease Agreement with Solect Energy Development LLC so that we can execute the rooftop solar Power Purchase Agreement (PPA) and solar panel installation on the Water Treatment Plant (650 Gifford).

BACKGROUND/SUMMARY:

- The Select Board approved a Letter of Intent on 3/25/2024 for rooftop solar on the Water Treatment Plant (650 Gifford).
- The DPW Director signed a letter of support for solar on the Senior Center rooftop prior to the SB 3.25.2024 Meeting.

- The Water Treatment Plant (WTP) rooftop is already 'solar ready' and has conduits on roof for solar cables.
- There are no capital costs to the Town since Solect Energy will own, install, maintain, and operate the solar panel installation on the Water Treatment Plant rooftop over the 25-year lease term.
- Both the lease and PPA agreements were thoroughly reviewed, discussed, and negotiated by the Town's legal counsel. See vendor signed lease and PPA attached.
- The Water Treatment Plant will pay for the monthly solar supply produced by the rooftop solar – amount of solar produced per month times the PPA rate (\$0.15/kwh).
- Based on the \$0.15 PPA rate, WTP is estimated to save **\$417,356** over the 25 year lease. *the rate could change if prices rise before the contract is fully executed.
- We thoroughly evaluated ownership and PPA models to determine the most beneficial path for solar installation. Based on a cost-benefit analysis, keeping in mind that solar rates can vary until time of contract execution, we used the best values available at the time to determine best options. The PPA option for the Water Treatment Plant yielded better financial return on investment.
- A third-party vendor (Solect Energy) reduces oversight and maintenance burden on our Town electrician by owning, maintaining, and operating the panels (via this PPA & lease agreement).
- The Water Treatment Plant qualifies as a great location for rooftop solar because the roof is relatively new, there are no trees shading it, and the building electric usage is high.
- The WTP 157 kw DC solar design will cover 10% of the electric usage.
- The Lease Agreement does not need to go out for RFP because it is exempt from Procurement RFP process – Mass law Chapter 164 Section 137. Our membership with PowerOptions allows us to use pre-vetted and RFP approved vendors (Solect and SunWealth).
- The PPA portion of the agreement is exempt from Procurement Law 30B (aka energy related services are exempt).

- Solar installations meet our Green Communities commitment, Climate Action Plan, Emergency Climate declaration goals, as well as the Select Board’s Strategic Plan II. Energy & Sustainability “Explore municipal and school sites for rooftop, ground mount, and carport canopies.”

DEPARTMENT RECOMMENDATION:

The Sustainability Specialist recommends that the Select Board vote to approve the Solar Rooftop Lease for the Water Treatment Plant (650 Gifford Street).

OPTIONS:

- Motion to approve the Solar Rooftop Lease with Solect Energy Development LLC for the Water Treatment Plant (650 Gifford Street) as presented.
- Motion to deny authorization of the Select Board to approve the Solar Rooftop Lease for the Water Treatment Plant (650 Gifford Street).

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 Solar Rooftop Lease with Solect Energy Development LLC for the Water Treatment Plant (650 Gifford Street) as presented.

Michael Renshaw

Town Manager

2/19/2025

Date

Consent Agenda

Administrative Orders 1.g.

Falmouth Water Treatment Plant Solar Design & Rate Overview

PPA Savings Summary

PV System Capacity (kW DC)	157.44
Year 1 PV Output (kWh)	183,000
Percent of Usage	10%
Avoided kWh Electric Cost	\$0.18400
Solar PPA kWh Rate	\$0.15250
PPA Rate Escalator	0.0%
Term (Yrs)	25
SMART Incentive Amt (\$/kWh)	\$0.04921
Year 1 Forecast Savings	\$5,800
Term Savings	\$417,000
Annual Avoided CO ₂ (lbs)	176,000
Term CO ₂ Avoided (tons)	2,100

Assumptions

- Prevailing Wage
- Real Tax Estimated at a 2% Annual Increase
- Rates include an Eversource CIP fee of \$357 per kWAC
- 40% ITC Applied
- Approved SMART Block 8
- Utility electric rates escalate at 2.5%
- Avoided emissions calculated based on 2020 EIA MA State Electricity Profile

Year	Solar Production (kWh)	Grid-Delivered Electricity Cost (\$/kWh)	Electric Savings	Solar PPA Rate (\$/kWh)	PPA Payment	Net Savings	Real Tax Estimate
1	183,481	\$0.1840	\$33,760	\$0.1525	\$27,981	\$5,780	\$1,734
2	182,471	\$0.1886	\$34,414	\$0.1525	\$27,827	\$6,587	\$1,769
3	181,468	\$0.1933	\$35,080	\$0.1525	\$27,674	\$7,407	\$1,804
4	180,470	\$0.1981	\$35,760	\$0.1525	\$27,522	\$8,238	\$1,840
5	179,477	\$0.2031	\$36,452	\$0.1525	\$27,370	\$9,082	\$1,877
6	178,490	\$0.2082	\$37,158	\$0.1525	\$27,220	\$9,938	\$1,914
7	177,508	\$0.2134	\$37,877	\$0.1525	\$27,070	\$10,807	\$1,953
8	176,532	\$0.2187	\$38,611	\$0.1525	\$26,921	\$11,690	\$1,992
9	175,561	\$0.2242	\$39,358	\$0.1525	\$26,773	\$12,585	\$2,032
10	174,596	\$0.2298	\$40,120	\$0.1525	\$26,626	\$13,495	\$2,072
11	173,635	\$0.2355	\$40,897	\$0.1525	\$26,479	\$14,418	\$2,114
12	172,680	\$0.2414	\$41,689	\$0.1525	\$26,334	\$15,355	\$2,156
13	171,731	\$0.2475	\$42,496	\$0.1525	\$26,189	\$16,307	\$2,199
14	170,786	\$0.2536	\$43,319	\$0.1525	\$26,045	\$17,274	\$2,243
15	169,847	\$0.2600	\$44,158	\$0.1525	\$25,902	\$18,256	\$2,288
16	168,913	\$0.2665	\$45,013	\$0.1525	\$25,759	\$19,254	\$2,334
17	167,984	\$0.2731	\$45,885	\$0.1525	\$25,617	\$20,267	\$2,380
18	167,060	\$0.2800	\$46,773	\$0.1525	\$25,477	\$21,296	\$2,428
19	166,141	\$0.2870	\$47,679	\$0.1525	\$25,336	\$22,342	\$2,477
20	165,227	\$0.2942	\$48,602	\$0.1525	\$25,197	\$23,405	\$2,526
21	164,318	\$0.3015	\$49,543	\$0.1525	\$25,059	\$24,484	\$2,577
22	163,415	\$0.3090	\$50,502	\$0.1525	\$24,921	\$25,581	\$2,628
23	162,516	\$0.3168	\$51,480	\$0.1525	\$24,784	\$26,696	\$2,681
24	161,622	\$0.3247	\$52,477	\$0.1525	\$24,647	\$27,829	\$2,734
25	160,733	\$0.3328	\$53,493	\$0.1525	\$24,512	\$28,981	\$2,789
Total						\$417,356	\$55,541

Proposed Solution for Water Treatment Plant



Consent Agenda

Administrative Orders 1.g.

Notice of Lease

February 24, 2025

Record and return to:
Solect Energy Development LLC
89 Hayden Rowe Street
Hopkinton, MA 01748
Attn: Legal Notices

NOTICE OF LEASE

In accordance with the provisions of Massachusetts General Laws, Chapter 183, Section 4, as amended, notice is hereby given of the following described lease and easements:

Parties to the Lease Agreement (the "Lease"):

Host/Landlord: Town of Falmouth
59 Town Hall Sq.
Falmouth, MA 02540

Provider/Tenant: Solect Energy Development LLC
89 Hayden Rowe Street
Hopkinton, MA 01748
(and its successors and/or assigns)

Property Description: The real property located at 650 Gifford Street, Falmouth, MA 02540 described on the attached Exhibit A (the "Property").

Description of Leased Premises: A portion of the Property as described on the attached Exhibit B where solar equipment will be installed and accessed for construction, operation, maintenance and decommissioning for the Term of the Lease, including the roofs, exterior and interior walls, through to the main electric room, and exterior areas of the Property (the "Premises").

Date of Execution of the Lease: _____ (the "Effective Date").

Term of Lease:

The Term of the Lease shall commence on the Effective Date and, unless terminated earlier pursuant to the provisions of the Lease, shall continue until 11:59 p.m. on the last day of the month in which the twentieth (20th) anniversary of the SMART Incentive Payment Effective Date (as defined in the Lease) occurs, unless Tenant exercises the option to extend the Term of the Lease, in which case the Term of the Lease shall include the Extension Term.

Option to Extend:

Tenant shall have the right to extend the Term of the Lease for one (1) five (5)-year Extension Term upon mutual agreement of the Parties.

Decommissioning Period:

Subject to Section 9 of the Lease, Tenant shall remove the Project (as defined in the Lease) within one hundred eighty (180) days of the expiration or earlier termination of the Lease, whereupon the Lease shall expire and shall be of no further force or effect.

Easements:

Landlord's grant of easements in the Lease shall commence on the Effective Date and end upon the termination of the decommissioning period.

Ownership of the Project:

Subject to Section 9 of the Lease, Landlord shall have no right, title or interest in the Project or any component thereof and Tenant shall be the exclusive owner thereof.

Miscellaneous:

1. This Notice of Lease may be executed in multiple counterparts, each of which shall be deemed an original and all of which, together, shall constitute one and the same instrument.
2. This Notice of Lease does not describe or refer to all of the terms or conditions contained in the Lease and nothing contained herein shall serve to modify or amend the terms of the Lease. In the event of any inconsistency between the provisions of the Lease and the provisions of this Notice, the provisions of the Lease shall control.
3. Any capitalized term not defined herein shall have the definition ascribed to it in the Lease.

EXECUTED as a sealed instrument on February ____, 2025.

LANDLORD:
Town of Falmouth, MA

Nancy Robbins Taylor, Chair

In witness whereof I have hereunto subscribed my name and seal of the Town of Falmouth, this
_____ day of _____, 2025.

COMMONWEALTH OF MASSACHUSETTS

_____ County

On this ____ day of _____, 2025, before me, the undersigned Notary Public, personally appeared the above-named Nancy Robbins Taylor, Chair of the Select Board of the Town of Falmouth, MA proved to me by satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose on behalf of the Town of Falmouth, MA.

Notary Public
My Commission Expires:

Heather Goldstone, Select Board Member

In witness whereof I have hereunto subscribed my name and seal of the Town of Falmouth, this _____ day of _____, 2025.

COMMONWEALTH OF MASSACHUSETTS

_____ County

On this _____ day of _____, 2025, before me, the undersigned Notary Public, personally appeared the above-named Heather Goldstone, Select Board Member of the Town of Falmouth, MA proved to me by satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose on behalf of the Town of Falmouth, MA.

Notary Public
My Commission Expires:

Edwin P. Zylinski II, Vice Chair

In witness whereof I have hereunto subscribed my name and seal of the Town of Falmouth, this _____ day of _____, 2025.

COMMONWEALTH OF MASSACHUSETTS

_____ County

On this ____ day of _____, 2025, before me, the undersigned Notary Public, personally appeared the above-named Edwin P. Zylinski II, Vice Chair of the Select Board of the Town of Falmouth, MA proved to me by satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose on behalf of the Town of Falmouth, MA.

Notary Public
My Commission Expires:

Robert P. Mascali, Select Board Member

In witness whereof I have hereunto subscribed my name and seal of the Town of Falmouth, this _____ day of _____, 2025.

COMMONWEALTH OF MASSACHUSETTS

_____ County

On this _____ day of _____, 2025, before me, the undersigned Notary Public, personally appeared the above-named Robert P. Mascali, Select Board Member of the Town of Falmouth, MA proved to me by satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose on behalf of the Town of Falmouth, MA.

Notary Public
My Commission Expires:

Douglas C. Brown, Select Board Member

In witness whereof I have hereunto subscribed my name and seal of the Town of Falmouth, this _____ day of _____, 2025.

COMMONWEALTH OF MASSACHUSETTS

_____ County

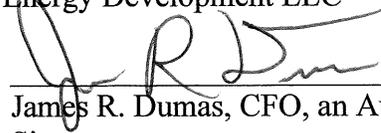
On this _____ day of _____, 2025, before me, the undersigned Notary Public, personally appeared the above-named Douglas C. Brown, Select Board Member of the Town of Falmouth, MA proved to me by satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose on behalf of the Town of Falmouth, MA.

Notary Public
My Commission Expires:

TENANT:

Solect Energy Development LLC

By:

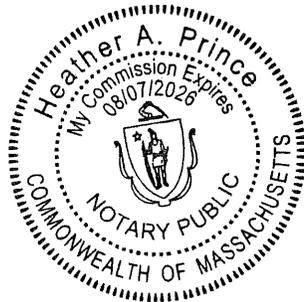


James R. Dumas, CFO, an Authorized Signatory

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this 14th day of February, 2025, before me, the undersigned notary public, personally appeared James R. Dumas, CFO of Solect Energy Development LLC, and an Authorized Signatory, personally known to me to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as CFO of Solect Energy Development LLC, a Massachusetts limited liability company and the voluntary act of the company.



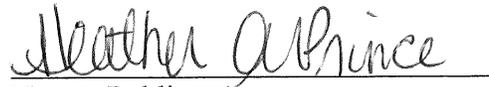

Notary Public
My Commission Expires:08/07/2026

EXHIBIT A

PROPERTY DESCRIPTION

**Property Address: Long Pond Water Treatment Plant
650 Gifford Street, Falmouth, MA 02540**

The land, together with the building, structures and improvements thereon, located at 650 Gifford Street, Falmouth, Massachusetts and known as the Long Pond Water Treatment Plant, described in that certain warranty deed from Amelia H. Lawrence and Thomas H. Lawrence, formerly Thomas H. Lawrence, Jr., to the Town of Falmouth, dated June 11, 1932 and recorded June 21, 1932 with the Barnstable County Registry of Deeds in Book 489, Page 144, which deed is incorporated herein by reference as if fully set forth herein.

EXHIBIT B

DESCRIPTION OF PREMISES

The Premises includes locations where solar equipment will be installed and accessed for construction, operation, maintenance and decommissioning as depicted on the Site Plan below (as it or the Project may be modified pursuant to the Lease).

The Premises is benefitted by the Access Rights and Easements set forth in Section 3 of the Lease including rights to combine and connect the Project to Host's existing main electric equipment and rights to interconnect the Project to the utility network.



Consent Agenda

Administrative Orders 1.g.

Letter of Intent

February 24, 2025



**Letter of Intent for Solar Power Purchase or Purchase & Installation Agreement
Town of Falmouth
Falmouth Water Treatment Plant
Solar Roof**

March 27, 2024

To: Michael Renshaw
Town Manager
Town of Falmouth
59 Town Hall Sq.
Falmouth, MA 02540

Solect Energy Development LLC (“Solect” or “Provider”) and Town of Falmouth (“Host”), desire to enter into either a Power Purchase Agreement (PPA) and Lease Agreement or grant of Easement (“Site Control”) or a Purchase & Installation Agreement for electricity to be produced by a solar power electric generating project, potentially including energy storage, to be located at 650 Gifford Street, Falmouth, MA 02540 (the “Project”), but recognize that the Massachusetts Department of Energy Resources’ SMART Incentive Program awards incentives on a first come first served basis, and therefore, Host’s power purchase rate is subject to the approved incentive for each Project. The PPA rates for each Incentive Award are presented in Attachment 1.

This Letter of Intent (the “Letter”) is intended to formalize both Parties willingness and intent to enter into good faith negotiations to execute a PPA or Purchase & Installation Agreement, and Site Control pursuant to which Solect will develop the Project under the PowerOptions Solar Program.

1. Project Development Activities

Solect seeks to develop, design, construct, finance and operate the Project presented in Attachment 2 and sell to Host the electric energy produced by the Project.

Host owns or is the beneficial leaseholder of the site listed in Attachment 2 and seeks to make a portion of such site available to Provider for constructing, operating and maintaining a solar powered electric generating and energy storage Project. Host will allow Provider reasonable access to the site to perform pre-development and design work as described below, at no cost to Host. Provider shall, during the term of this Letter, maintain the insurance set forth in the Attachment 3 to this Letter. Provider shall enter upon the site only in the company of a representative of Host.

Solect may, at its expense, assess the suitability of Host’s premises for the Project. To do so, Solect may perform engineering, design, site or structural analysis (excluding intrusive or destructive tests or inspections without Host’s prior approval), and may submit applications for SMART incentives, and utility interconnection of the Host’s site to determine feasibility, safety, and to ensure the proper installation, maintenance, and operation of the solar system. If during the performance of such assessment, Solect discovers any conditions that in Solect’s reasonable judgment would prevent the successful completion of the Project, Solect shall promptly advise Host of the same, and if the Parties are unable to reach agreement on how to address such conditions in the PPA to enable successful completion of the Project, Solect may terminate this Letter, and the Parties will have no further obligations hereunder.

2. Agreements

Subject to the conditions in this letter, Host and Solect agree to undertake good faith negotiations to enter into a PPA or a Purchase & Installation Agreement, and Site Control document. Within two hundred seventy (270) days of the issuance of a Preliminary Statement of Qualification from the SMART Program Administrator, Solect shall confirm the PPA rate or a Purchase & Installation price. Agreement that it will offer to the Host for the Project. Initial proposed rates are shown in Attachment 1. The Parties recognize that the pricing for the Project is subject to SMART Program incentives, the execution by Solect and the taxing authority of an agreement for payment in lieu of taxes (“PILOT”), and that the final PPA rates must be agreed to by both Parties and may differ from those shown in Attachment 1. Subject to the Parties’ agreement, Host agrees to execute the PowerOptions program PPA, ESA and Site Control document as soon as reasonably practicable. The parties may extend this Letter upon mutual written agreement.

This Letter is contingent upon successful receipt of the SMART Program qualification, and subject to Solect achieving the PPA rates for each location as presented in Attachment 1, the Parties’ mutual satisfaction with PPA rates and agreement regarding site-specific upgrades (if any).

This Letter expresses the desire of both Parties to enter into negotiations to undertake and complete the Project as outlined above, and to complete all necessary documents, and processes to meet the associated timeline. If the Parties are unable to reach agreement on any adjustments to the PowerOptions PPA and Site Control document, or other agreement to address site-specific upgrades, then this Letter shall terminate. This Letter shall be governed by Massachusetts law.

This Letter shall expire 360 days after the date of Host’s countersignature below, unless the parties agree, in writing, to extend the term.



Sincerely,

Solect Energy Development LLC

By:  James Dumas (Mar 28, 2024 17:19 EDT)

Name: James Dumas
Title: CFO

ACCEPTED AND AGREED TO AS OF THE DATE SET FORTH BELOW BY AUTHORIZED REPRESENTATIVE OF HOST

Town of Falmouth

By:  Michael Renshaw (Mar 29, 2024 11:01 EDT)

Name: Michael Renshaw
Title: Town Manager

Date: 03/29/2024

(signature page – Letter of Intent – Town of Falmouth)



ATTACHMENT 1

Proposed System Size - 157.4 kWDC

Power Purchase Agreement Option

Block	Incentive	PPA
8	0.05762	0.1436
9	0.05379	0.1474

Purchase & Installation Price Option

\$364,864.00

ATTACHMENT 2

Project Site Information



ATTACHMENT 3

Insurance Requirements

Provider will have valid commercial general liability, workers compensation, and business auto insurance as follows:

- Commercial general liability insurance will be in the following amounts: \$1,000,000 for each occurrence and \$2,000,000 aggregate.
- Workers compensation insurance or self-insurance indicating compliance with any applicable labor codes, laws or statutes, state or federal, where Installer performs work.
- Auto coverage not less than 1 million dollars (\$1,000,000) each accident for bodily injury and property damage, and 1 million dollars (\$1,000,000) in the aggregate.

Consent Agenda

Administrative Orders 1.g.

Lease Agreement

February 24, 2025

LEASE AGREEMENT

This Lease Agreement (this “**Lease**”) is entered into as of February 25, 2025, (the “**Effective Date**”) by and between Town of Falmouth (“**Host**”), and Solect Energy Development LLC (“**Provider**”) a limited liability company located in Hopkinton, Massachusetts (together, the “**Parties**”).

WHEREAS, Host is a member of PowerOptions, Inc. (“**PowerOptions**”), a nonprofit corporation organized under the laws of the Commonwealth of Massachusetts and the Internal Revenue Code that assists its members with procuring energy products and energy-related services for facilities they own and/or operate;

WHEREAS, Provider and PowerOptions have entered into an agreement governing the terms and conditions of Provider’s participation in the PowerOptions Solar Programs;

WHEREAS, Host is the owner of the properties located and described in Exhibit A (the “**Site**” or the “**Property**”) and desires to make a portion of the Site (said portion of the Site as more fully described in Exhibit B, the “**Premises**”) available to Provider for the construction, operation and maintenance of a solar powered electric generating project (the “**Project**”); and

WHEREAS, Host and Provider have entered into a Power Purchase Agreement dated on or about the date hereof (as amended, modified and supplemented from time to time, the “**PPA**”) describing the power sales arrangement between the Parties.

NOW, THEREFORE, in consideration of the promises, the covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. DEFINITIONS. Certain capitalized terms used in this Lease not defined herein shall have the meanings set forth in the GLOSSARY OF TERMS attached to the PPA.

2. TERM.

The Term of the Lease shall begin as of the Effective Date and shall continue until 11:59 p.m. on the last day of the month in which the twentieth (20th) anniversary of the SMART Incentive Payment Effective Date occurs. Notwithstanding, in the event that the PPA is terminated prior to the otherwise applicable end of term, this Lease shall also terminate; provided, however, that in the event that the PPA terminates early pursuant to Section 20(c) of the PPA (due to Host Event of Default), and Host does not pay the Early Termination Amount to the Provider, and Provider desires to continue use of the Premises under this Lease, then the Term of this Lease shall continue until the end of the term as set forth above. This Lease may be extended in accordance with the provisions for an extension of the PPA (as more specifically set forth in Section 2 of the PPA). For greater clarity, the parties hereby confirm that Provider shall also have access rights as described in Section 3 hereof, for removal of the Project pursuant to Section 9 (Removal at End of Term) hereof.

3. LEASE RIGHTS.

(a) Lease Access Specifications; Access Rights. Host hereby grants Provider and its designees (including Installer) access to the Premises, for the Term and for so long as needed after termination to remove the Project pursuant to the applicable provisions herein, at reasonable times and upon reasonable notice (except in situations where there is imminent risk of damage to persons or property), for the sole purposes of designing, installing, inspecting, operating, maintaining, repairing, and removing the Project, and any other purpose set forth in this Lease (the “**Permitted Uses**”), and otherwise in accordance with the provisions of this Lease. The Premises are leased together with the following Access Rights with respect to the Site:

(i) Vehicular & Pedestrian Access. Reasonable vehicular and pedestrian access across the Site using existing points of ingress and egress to the Premises for the Permitted Uses. In exercising such access Provider shall reasonably attempt to minimize any disruption to activities occurring on the Site and follow existing security measures as determined by the site logistics plan mutually agreed by the Parties. All obligations of Provider herein or described in the PPA shall be subject to Provider’s timely grant of access to the Site and System by the Host and any access restrictions imposed by Host. To the extent permitted by law, including M.G.L. c. 44, § 31, Host shall reimburse Provider for those direct costs incurred by Provider or Installer in the installation or operation of the Project resulting from Host’s deviation from the site logistics plan, including demobilization and remobilization expenses.

(ii) Utilities & Communication Cables. The right to locate distribution utility and/or electrical lines, electrical equipment cables, and other related facilities, equipment and improvements across the Site. The location of any such lines and cables shall be subject to Host’s approval and shall be at locations that minimize any disruption to Host’s activities occurring on the Site. Access will also be provided for telephone and internet connections on the Premises for use by Provider in installing, operating and maintaining the Project.

(iii) Solar Access. The right to receive direct, unobstructed sunlight and solar energy, pursuant to which Host shall not construct new buildings or structures or install rooftop equipment, or plant new trees or vegetation of any type which now or hereafter, in Provider’s reasonable opinion, may be a hazard to the Project, overshadow or otherwise block or interfere with direct, unobstructed sunlight and solar access to the Project at all hours of the day. Notwithstanding, Host shall retain the right to repair the roof on the Site as it determines necessary for its proper functioning, which work shall not unreasonably interfere with Provider’s right to Solar Access as defined herein.

(iv) Interconnection Easement. An exclusive right to construct, operate, maintain, reconstruct, relocate, remove, and/or repair the electric utility service infrastructure and associated wires, lines and poles and other infrastructure necessary and convenient to interconnect the Project to the Local Electric Utility electrical distribution system, across portions of the Property to be determined by the Local Electric Utility,

subject to the consent of Host and Provider, such consent not to be unreasonably withheld, conditioned or delayed. Provider shall bear all costs associated with interconnection, including fees, permits, taxes and charges.

(b) Quiet Enjoyment of Premises. Host hereby leases the Premises to Provider and Provider leases the Premises from Host for the Permitted Uses for the Term. Provided that Provider remains in compliance with its obligations under this Lease, Provider shall lawfully and quietly have, hold, occupy and enjoy the Premises, use of the Access Rights, and any other rights granted by this Lease twenty four hours a day, seven days a week, for the entire Term free of any claim of any person of superior title thereto without hindrance, interruption, suit, or interference of any kind by Host or any other person or entity claiming (whether at law or in equity) by, through, or under Host. Neither shall Provider at any time interfere with the quiet enjoyment and/or normal operations of the Site except as described in this Agreement or the PPA.

(c) Access to Premises. For the Term of this Lease, Host hereby grants to Provider the rights necessary for Provider to use and occupy portions of the Premises for the Permitted Uses, subject to the terms of this Lease, including ingress and egress rights to the Premises for Provider and its employees, contractors and subcontractors and access to electrical panels and conduits to interconnect or disconnect the Project with the Premises' electrical wiring subject to consultation with Host regarding access to Building electrical systems), provided however, except in cases of emergency, such ingress and egress rights shall be exercised from 7 AM and 3 PM on business days, (provided further that Provider notifies Host at least forty-eight (48) hours in advance, and receives written approval from Host, which shall not be unreasonably withheld, conditioned, or delayed, before accessing the Premises). In cases of emergency, Provider shall notify Host of the need for access promptly and Host shall respond as soon as possible to coordinate access to the Site without notifying Host in advance but shall notify Host as soon as reasonably practicable. Provider's access does not include, and Provider may not use, Building interior comfort and convenience facilities, including bathrooms and public amenities, during construction or at any time during the Term. Further, such access must at all times comply with Section 4(e) (CORI). Host hereby covenants that (i) Provider shall have access to the Premises and Project during the Term of this Lease and for so long as needed after termination to remove the Project pursuant to the applicable provisions herein, and (ii) Host shall not interfere or handle any Provider equipment or the Project without written authorization from Provider; provided, however, that Host shall at all times have access to and the right to observe the Installation Work or Project removal and provided further, that subject to Section 3(b), the Falmouth DPW Management shall have the same access as Host to the entire roof area for maintenance and repair purposes, including below the Project, as stipulated in this Section 3.

- (i) All work shall be coordinated with the Host in advance and shall not at any time interfere with the operations and/or other use at the Site at which the installation is taking place, nearby buildings, Town operations, parking, and/or usage of the Site. Provider shall keep work areas in a clean and safe condition. Provider shall remove all equipment, tools, vehicles, rubbish, waste and debris from the Site upon within twenty (20) business days of Commercial Operation Date, or sooner if such material is no longer needed (such as waste and debris) if its presence on the Site creates a nuisance;

interferes with the operation and/or quiet enjoyment of any users of the Site; present a hazard to persons or property, and/or negatively affects the aesthetics of the Site. Provider shall pay all fees for recycling and disposal.

(d) No Interference. Host agrees not to conduct activities on, in or about the Property that have a reasonable likelihood of causing damage or impairment to, or otherwise adversely affecting, the Project. Host shall provide security to the extent of its normal security procedures, practices, and policies that apply to the Property to prevent theft, damage, vandalism and injury. Host and Provider agree to cooperate to determine if any commercially reasonable security measures are required at the Property. Provider shall have the right to provide and install such reasonable security measures, as Host and Provider deem in their reasonable discretion, are or may be necessary for the protection of the Project or to prevent injury or damage to persons or property, subject in all cases to Host's normal security procedures and Provider's Access Rights.

(e) Storage Space. Host shall provide temporary space at the Property, subject to the limitations set forth in this Lease, for the storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during the Installation Work, service events during the Term, or Project removal, and access for rigging and material handling. Provider shall be responsible for providing shelter and security for stored items during construction and installation. All such rights shall be subject to Paragraph 3(a)(i) of this Lease.

(f) Recording. Provider may record a Notice of this Lease in substantially the same form attached hereto as Exhibit C in the land records regarding its Access Rights under this Lease.

4. HAZARDOUS MATERIALS; SITE SECURITY; SITE CONDITIONS.

(a) Hazardous Materials. Provider and Installer are not responsible for any Hazardous Materials encountered at the Site except to the extent introduced and negligently released by Provider or Installer. Upon encountering any Hazardous Materials, Provider and Installer will stop work in the affected area and duly notify Host and, if required by Applicable Law, any Governmental Authority with jurisdiction over the Site. Upon receiving notice of the presence of suspected Hazardous Materials at the Site, Host shall take all measures required by Applicable Law to address the Hazardous Materials discovered at the Site. Host may opt to remediate the Site so that the Project may be installed on the Site, or determine that it is not economically justifiable or is otherwise impractical to remediate the Site, in which case Host and Provider may agree upon a different location for the Project whereupon such replacement location shall be the Site for purposes of this Lease. Provider and Installer shall be obligated to resume work at the affected area(s) of the Site only after Host notifies Provider and Installer that Host has complied with all Applicable Laws, and causes to be delivered to Provider from an authorized Governmental Authority or a qualified independent expert a written certification that (i) remediation has been accomplished as required by Applicable Law and (ii) all necessary approvals have been obtained from any Governmental Authority having jurisdiction over the Project or the Site. To the extent permitted by law, including M.G.L. c. 44, § 31, Host shall reimburse Provider for all additional costs incurred by Provider or Installer in the installation of the Project resulting from the presence of and/or the remediation of Hazardous Materials, including demobilization and remobilization

expenses. Notwithstanding the preceding provisions, Host is not responsible for any Hazardous Materials introduced to the Site by Provider or Installer and released as a result of the negligence of Provider or Installer, nor is Host required to remediate an affected area if Host determines, in its sole discretion, that such remediation is economically unjustifiable or otherwise impractical. Provider shall be solely responsible for the legal disposition of any Hazardous Materials it introduces to the Site, which responsibility shall include, but not be limited to, remediation to the extent required by Applicable Law. Notwithstanding, Provider shall notify Host promptly of any Hazardous Materials Provider has introduced to the Site in more than *de minimis* quantities so that Host may take all measures necessary to ensure the safety of all persons and property.

(b) Site Security. Host will provide security for the Project to the extent of its normal security procedures, practices, and policies that apply to the Property. For the avoidance of doubt, Host shall not be required to add, enhance or modify its security protocols, systems or practices on account of the Project. Host will advise Provider promptly upon observing any damage to the Project. Notwithstanding anything to the contrary, except in the case of gross negligence or willful action/inaction on the part of Host's security, Provider shall bring no claim against Host based upon performance of Host's security personnel.

(c) Host shall not be required to make any repairs or alterations in or to the Site.

(d) The Parties agree that Provider shall not be liable for any conditions on the Site arising from or related to acts or omissions occurring prior to the Effective Date, except to the extent arising from or related to Provider's negligence or willful misconduct or to the extent that such conditions on the Site are exacerbated by the Provider or Installer.

(e) CORI. With respect to Projects to be installed at Massachusetts public schools and libraries the Host shall have the right to conduct a check of the Criminal Offender Record Information (CORI) maintained by the Massachusetts Criminal History Board, and the Massachusetts Sex Offender Record Information (SORI) maintained by the Massachusetts Sex Offender Registry Board, for any officer or employee of the Provider, the Installer, or of a subcontractor of the Provider or Installer who will work at the Premises. Notwithstanding any other provision of the Lease, if the Host may refuse to allow any such employee to work on the project if the Host, in its sole discretion, determines that such employee is not suitable for work on the project based on the results of such CORI or SORI, and the Provider shall ensure that such person or persons vacate and not return to the Site. The Host shall keep such information in a confidential file.

5. CONSTRUCTION; OPERATION OF PERMITTED USES; ROOF.

(a) Provider and its contractors, agents, consultants, and representatives shall have Access Rights, as per clause 3 of this Lease, subject to Site operational procedures for the Permitted Uses, and to any documents, materials and records of Host relating to the Site that Provider reasonably requests in conjunction with these activities. Provider, and its contractors, agents, consultants and representatives shall comply with Host's safety and security and operational procedures (as may be promulgated from time to time), and Provider and its

contractors, agents, consultants and representatives shall conduct such activities in such a manner and at such a time and day as to cause minimum interference with Host's activities at the Site in a good workmanlike manner.

(b) Provider shall operate, maintain, and repair the Project in a manner that will not obstruct or interfere with Host's use of the Site or the rights of any other occupants, employees, staff, visitors, patrons, water department staff and/or other users of the Site, to the extent such rights are disclosed to Provider.

(c) For rooftop projects only:

- (i) demonstrate to the Host that minimum clearances as required by MA Building Code and the Town of Falmouth Bylaws are maintained between the Project and roof drains, roof edges, mechanical equipment, walkways, clerestory windows, roof hatches, fall protection systems, and similar items; and
- (ii) engage a Massachusetts registered structural engineer to perform a structural analysis of the roof as required by Section 4(a) of the PPA. Such analysis will be provided to Host to review with Host's engineering firm, which, at Host's sole cost, shall perform its review and notify Provider of any objections thereto within ten (10) business days of Host's receipt of such design documents, failing which such opportunity to object shall be waived by Host.
- (iii) Provider shall install the Project in a manner that will not void the roof warranty, provided Host has provided such warranty, in writing. Provider shall demonstrate to Host that such installation has not voided the warranty, provided that continuation of such warranty is through the roofing manufacturer and not a roofing contractor and that the specific roofing manufacturer in question has a process under which post-construction documentation is provided confirming continuation of roof warranties.
- (iv) Provider shall operate and maintain equipment in accordance with warranty requirements and manufacturer's recommendations and industry standards of safety.

(d) Host has provided to Provider Host's available records of the physical condition of the Premises which, to the best of Host's knowledge, are complete and correct. If it is discovered prior to or during construction, that the actual site conditions on part of, or on the entire Premises upon which all or part of the Project is to be installed, are materially different from the information provided by Host, then the Parties shall negotiate in good faith to adjust the rates payable by Host in order to compensate Provider for the cost of design and construction changes and delays incurred to adapt the Project to the unknown conditions and, if the parties cannot agree to a good faith rate adjustment after thirty (30) days, Provider shall have the right to terminate this Lease and

the PPA. Except with the prior express written consent of Host, Provider shall not use the Premises for any use other than the Permitted Uses.

(e) During the course of construction and completion of the Project and any substantial alteration thereto, Provider shall maintain all plans, shop drawings, and specifications relating to such construction which Host, its agents or representatives may examine at reasonable times upon reasonable prior notice for the purpose of determining whether the work conforms to the PPA and this Lease.

(f) Host has been informed by Provider and acknowledges that the presence of and construction and operation of the Project and other activities related to the development, operation and decommissioning of the Project may potentially result in some nuisance to Host, such as visual impact. Host hereby accepts such nuisance and waives any right that Host may have to object to such nuisance and Host releases Provider from any claims Host may have with respect to any such nuisance, provided the Project as built is consistent with the site plan and specifications attached hereto, as amended from time to time, or otherwise approved by Host, which approval shall not be unreasonably withheld, conditioned or delayed.

(g) For rooftop projects only, Host shall, to the extent permitted by law and at its sole cost and expense, throughout the Term, maintain, repair and replace in a good and workmanlike manner as and when necessary, the building on which the Project is installed, including all building structural portions, and portions of the Property subject to Access Rights. Host shall perform all maintenance, repairs and replacements as dictated by Host's building and roof warranties, operations, and maintenance programs, and budget and shall coordinate any maintenance with Provider if such maintenance requires access to the Premises. .

(h) Provider covenants and agrees to perform all work, including the construction, alteration (if permitted), repair and maintenance of the Project in a good and workmanlike manner and in such a way as to minimize noise, dust and interference with the operation, use and enjoyment of the Property by Host, or by other tenants, visitors or users of the Property.

(i) Provider shall, at Provider's expense, comply with all laws and regulations applicable to Provider's installation and operation of the Project at the Property, including, but not limited to, Massachusetts prevailing wage law, M.G.L. c. 149, § 26, et. seq., and shall be responsible for obtaining all permits or approvals required by any applicable authority in order to construct and operate the Project, and to comply, at all times during the term of this Lease, with all such permits and approvals.

(j) Provider covenants and agrees to keep the Project in good order, repair and condition throughout the Term, and to promptly and adequately repair all damage to the Premises and the Property caused by Provider or the Project. During the Term, any and all installation and construction work performed on the Property by Provider shall be conducted in a manner to comply with any requirements of any roof warranty delivered to Provider by Host. Provider shall annually inspect the Premises and clear all dirt, debris, vegetation or other items on or below the Project which may impact roof drainage. Provider shall clear the Project of significant pollen accumulation as may be required to ensure operability.

(k) Provider shall not bring into or install or keep on the Premises, any objects, including the Project, the weight of which, singularly or in the aggregate, would exceed the maximum load per square foot of the building and/or roof of the building and taking into account snow loads and all other equipment located on the roof, as required by local building code. Provider shall engage an engineer licensed and qualified where the Project is located to certify the same to Host before Provider shall install, affix or place any part of the Project upon the Premises, with a copy of such certification to be provided to the Host.

(l) The Provider shall not make any alterations, improvements and/or additions to the Site, except as shown on the plans approved by Host as of the Effective Date, without first obtaining, in each instance, the written consent of the Host.

(m) Provider acknowledges and agrees that the Premises are being leased by Provider in their condition as of the delivery date, "As Is," without representation or warranty except for the express representations and warranties made by Host in this Lease and in the PPA, and Provider hereby waives any implied warranty that the Site is habitable or suitable for Provider's intended purposes or any other particular purpose. Provider acknowledges that Provider has inspected the Premises, and shall provide an inspection report to the Host and that by commencing construction of the Project, Provider will be deemed to have found the same satisfactory. Provider agrees that Host is under no obligation to perform any work or provide any materials to prepare the Premises for Provider.

6. RENT.

(a) In lieu of monetary rent, the consideration for this Lease is the terms of the PPA.

(b) Other Charges. On and from the Effective Date, Provider shall pay or cause to be paid before any fine, penalty, interest or cost may be added thereto for the non-payment thereof, any and all property (real or personal) taxes assessed by the Town of Falmouth with respect to the Provider's leasehold interest in the Premises, to the extent described in Sections 11(c) and 11(d) of the PPA. Provider shall have the right, in its own name, to contest the validity or amount, in whole or in part, of any of the property taxes by appropriate proceedings timely instituted. Provider shall promptly pay any valid final adjudication enforcing any property taxes.

7. INTENTIONALLY OMITTED.

8. PERMITS, OWNERSHIP OF PROJECT, LIENS, MORTGAGES.

(a) Permits. Provider shall pay for and obtain all approvals from governmental entities necessary for the construction and operation of the Project, including land use permits, building permits, demolition and waste disposal permits and approval. Host shall cooperate in good faith with Provider and shall execute any such applications promptly upon request by Provider, and

shall not unreasonably oppose or interfere with Provider in such regard. Provider shall provide Host with copies of all permits obtained in the approval process of the Project.

In furtherance of the above, Host hereby authorizes Provider to file with such federal, state and local authorities as Provider deems appropriate, and in the name of Host, Provider or both, as Provider deems appropriate (i) one or more applications to obtain any zoning relief regarding the Property or portions thereof as may be necessary and/or desirable to develop, construct and operate the Project on the Premises; and (ii) one or more applications to obtain construction, use or occupancy permits for the Project or any portion thereof, provided that all such applications shall be subject to Host's prior written review and approval, not to be unreasonably withheld.

(b) Project Ownership. Provider or Financing Party shall be the legal and beneficial owner of the Project at all times. The Project is personal property and shall not attach to or be deemed a part of, or fixture to, the Site. The Project shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Host covenants that it will place all persons having an interest in or lien upon the real property comprising the Premises, on notice of the ownership of the Project and the legal status or classification of the Project as personal property. Host and/or Provider shall make any necessary filings to disclaim the Project as a fixture of its respective Premises and Site in the appropriate Land Registry to place all interested parties on notice of the ownership of the Project by Provider.

(c) Liens. To the extent permitted by Applicable Law, each Party shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien, (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim of any nature, including claims by governmental authorities for taxes (collectively referred to as "Liens" and each, individually, a "Lien") on or with respect to the interests of the other in the Site, the Premises, and the Project, and in the Access Rights granted hereunder. Provider shall have Installer execute lien waivers with respect to any mechanic's or materialman's lien against Host's interest in the Site. If permitted under Applicable Law, Host will post notices of non-responsibility to notify Installer and others that Host is not responsible for work performed on the Project. Each Party shall promptly notify the other of the imposition of a Lien on the property interests of the other Party, and shall promptly discharge such lien, provided however, that a Party may seek to contest the amount or validity of any Lien affecting the property of the other Party, provided it timely complies with all procedures for contesting such Lien, posts any bond or other security necessary under such procedures, and if such procedures do not require the posting of security, the Party establishes for the benefit of the other Party a deposit, letter of credit, or other security acceptable to the other Party to indemnify the other Party against any Loss which could reasonably be expected to arise if such Lien is not removed or discharged.

(d) Non Disturbance Agreements. Host shall pay for and obtain all consents required for it to enter into and perform its obligations under this Lease from its lenders, landlord, tenants, and any other persons with interests in the Site. If there is any mortgage, deed of trust, fixture filing or ground lease or similar encumbrance (a "**Mortgage**," and the holder thereof from time to time the "**Holder**") encumbering the Property, whether executed and delivered prior to or subsequent to the date of this Lease, Host shall, promptly upon request of Provider, use commercially reasonable efforts to cause the Holder of any such Mortgage to enter into a mutually agreeable

nondisturbance agreement, which provides that (i) this Lease is subordinate to the Mortgage (unless the Holder shall elect otherwise); (ii) in the event that the Holder or any other party shall succeed to the interest of Host (such Holder or other party, a “**Successor**”), at the election of the Holder or Successor, Provider shall attorn to the Holder or Successor and this Lease shall continue in full force and effect between the Holder or Successor and Lessee; (iii) in the event of foreclosure of the Mortgage, so long as the Provider is not in default with the Lease after any applicable cure period, Holder agrees to recognize the rights of the Provider under this Lease, including Provider’s Access Rights and the priority of Provider’s (and/or Financing Party’s rights) in the Project; and (iv) Holder or Successor recognizes that the ownership of the Project remains in Provider and acknowledges that the Project is personal property of Provider. Such nondisturbance agreement shall be substantially in the form attached hereto as Exhibit D or in the form customarily used by Holder, and it shall be recorded, at Host’s expense, in the appropriate Land Registry. If Host is the fee owner of the Premises, Host consents to the filing of a disclaimer of the Project as a fixture of the Premises in the Land Registry. If Host is not the fee owner, Host will obtain such consent from such owner of the Premises.

9. REMOVAL AT END OF TERM.

Subject to Host’s exercise of its purchase option under Section 9(a) or 9(b) of the PPA, upon the expiration or earlier termination of the Lease, Provider shall, at Provider’s expense, remove all of its tangible property comprising the Project from the Premises on a mutually convenient date but in no case later than one hundred eighty (180) days after the Expiration Date, which may be extended on a day to day basis if the circumstances warrant and are agreeable to the Parties. Upon removal of the Project, Provider shall repair any damage to the Premises caused by such removal and leave the Site in substantially the same condition that existed as of the Effective Date, normal wear and tear excepted. If the Project is to be located on a roof, then in no case shall Provider’s removal of the Project affect the integrity of Host’s roof, which shall be as leak proof and otherwise in proper functioning as it was prior to installation of Project (other than ordinary wear and tear). For purposes of Provider’s removal of the Project, Host’s covenants pursuant to Section 3 (Lease Rights) and Section 16 (Representations and Warranties) shall remain in effect until the date of actual removal of the Project. Provider’s covenants pursuant to Section 4 (Hazardous Materials; Site Security; Site Conditions), Sections 5(g) through (n), Section 6 (Rent), Section 7 (Surety Bonds), and Section 8 (Permits; Ownership of Project; Liens; Mortgages) shall remain in effect until the date of actual removal of the Project. Provider shall leave the Premises in neat and clean order. Provider shall leave the Premises in neat and clean order. If Provider fails to remove or commence substantial efforts to remove the Project by such agreed upon date, Host shall have the right, at its option, to remove the Project to a public warehouse and restore the Premises to its original condition (other than ordinary wear and tear) at Provider’s reasonable cost or to assume ownership of the Project and dispose of the Project as it sees fit or to draw on the Decommissioning Assurance described in this Lease to reimburse Host for reasonable costs it incurs in removing the Project and restoring the Premises.

10. RELOCATION; CLOSURE OR SALE OF SITE.

Sections 10(c) (Relocation) and 10(e) (Sale of Site) of the PPA are incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

11. TAXES.

Section 11 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease.

12. INSURANCE.

Section 12 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

13. COOPERATION; SOLAR ACCESS; FUTURE IMPROVEMENTS; RIGHT TO INSPECT AND ENTER.

(a) Cooperation. Section 13(a) of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein. Additionally, Host shall execute and deliver to Provider and/or the Local Electric Utility any agreements required by Local Electric Utility for the interconnection of the Project with the Local Electric Utility's distribution system. Provider shall reimburse Host for all out-of-pocket costs incurred by host in connection with such cooperation.

(b) Host to Not Restrict Solar Access. Host, or any lessee, grantee, invitee or licensee of Host, shall not erect any structures on, or make other modifications to, or plantings on, or engage in any activities on, the Site which will interfere with the construction, operation or maintenance of, or solar access of, the Project. Further, Host shall maintain the Premises in a manner which allows for full unobstructed passage of sunlight to the Project, including removing or trimming vegetation or other objects causing shading of the Premises. Provided, however, for rooftop projects, Host may construct, reconstruct, modify, or alter the Premises so long as such activities do not interfere (including shading) with the operation of the Project

(c) Provider's Right to Remove. The parties hereby acknowledge that Provider shall have the right (but shall not be obligated) to trim or remove, at Host's reasonable cost, any trees or other vegetation now or hereafter on the Site which now or hereafter in the reasonable opinion of Provider may overshadow or otherwise block or interfere with access of sunlight to the Project.

(d) Adjoining Properties. If Applicable Law and existing easements do not ensure that structures or plantings on adjoining property will not interfere with the solar access for the Project, then Host and Provider shall use commercially reasonable efforts to obtain from owners of adjoining properties any easements reasonably necessary to protect the solar access of the Project. Such easements shall run for the benefit of both Host and Provider. Provider shall pay for the expense of obtaining such easements, including payments to property owners and legal costs, but the rates payable by Host for electric energy from the Project shall be increased by an amount sufficient for Provider to fully amortize such costs, over a period equal to the lesser of (i) five years or (ii) the remaining term of this Lease without regard to Host's option to purchase the Project.

(e) Right to Inspect and Enter. Host and its agents, consultants, and representatives shall have reasonable access to the Premises at all reasonable times, subject to Provider's reasonable safety, security, and operational rules concerning the portion of the Premises in which the Project is located. For an abundance of clarity, Host shall be permitted to access its own systems (not the Project) at all times. If the Host or its agent, consultants or representatives needs to access the portion of the Premises in which the Project is located for the purpose of ascertaining the condition of the Premises or the Project, or to carry out such maintenance and repairs to Host's property and equipment as may be required, then such access shall not interfere with Provider's performance of its obligations hereunder, unless in an emergency or it is otherwise deemed necessary to protect the Site; and neither Host nor any of its agents, employees, consultants, contractors or representatives shall operate, touch or perform any repair or maintenance to the Project. If the Host or its agent, consultants or representatives determines it is necessary to access the portion of the Premises in which the Project is located, then Host shall obtain Provider's consent at least two (2) business days prior (except in case of emergency) and such consent shall not to be unreasonably withheld, conditioned or delayed. Provider shall be entitled, at their sole option, to be present should Host and/or its agents require access to that portion of the premises in which the Project is located. Notwithstanding, in the case of emergency, Host shall have the immediate right to inspect and/or mitigate a Site emergency with notice to the Provider as soon as practical, to the extent that those persons handling equipment on behalf of the Host are qualified, trained and licensed to do so as required by local code and Commonwealth of Massachusetts requirements.

14. PRESS RELEASES AND CONFIDENTIALITY.

Section 14 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

15. INDEMNIFICATION.

Section 15 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

16. REPRESENTATIONS AND WARRANTIES.

Section 16 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

17. FORCE MAJEURE; CASUALTY.

Section 17 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

18. INTENTIONALLY OMITTED.

19. PROVIDER DEFAULT AND HOST REMEDIES.

(a) Section 19(a) (Provider Events of Default) of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

(b) Remedies. Upon the occurrence of a Provider Event of Default, Host may, at its option, terminate this Lease, and shall be entitled to exercise any and all rights and remedies available under this Lease, at law or in equity.

20. HOST DEFAULT AND PROVIDER REMEDIES.

(a) Section 20(a) (Host Events of Default) of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

(b) Remedies. Upon the occurrence of a Host Event of Default, Provider may, at its option, terminate this Lease, and shall be entitled to exercise any and all rights and remedies available under this Lease, at law or in equity.

21. COLLATERAL ASSIGNMENT, FINANCING PROVISIONS.

Section 21 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

22. LIMITATIONS ON DAMAGES.

Section 22 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

23. DISPUTE RESOLUTION.

Section 23 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

24. NOTICES.

Section 24 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

25. MISCELLANEOUS.

Section 25 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

(rest of page left blank intentionally – signatures appear on next page)

IN WITNESS WHEREOF, intending to be legally bound hereby, Provider and Host have executed this Lease as of the date first set forth above. Host has caused its corporate seal to be hereto affixed and these present to be signed, acknowledged, and delivered in its name and behalf by its Select Board hereby duly authorized this 25th day of February, 2025.

Solect Energy Development LLC, a Massachusetts limited liability company

By:  _____

Name (printed): James R. Dumas

Title: CFO, an Authorized Signatory

HOST, Town of Falmouth, MA

Nancy Robbins Taylor, Chair

Heather Goldstone, Select Board Member

Edwin P. Zylinski II, Vice Chair

Robert P. Mascali, Select Board Member

Douglas C. Brown, Select Board Member

In witness whereof I have hereunto subscribed my name and seal of the Town of Falmouth, this _____ day of _____, 2025.

EXHIBIT A to Lease Agreement

DESCRIPTION OF SITE

**Property Address: Long Pond Water Treatment Plant
650 Gifford Street, Falmouth, MA 02540**

The land, together with the building, structures and improvements thereon, located at 650 Gifford Street, Falmouth, Massachusetts and known as the Long Pond Water Treatment Plant, described in that certain warranty deed from Amelia H. Lawrence and Thomas H. Lawrence, formerly Thomas H. Lawrence, Jr., to the Town of Falmouth, dated June 11, 1932 and recorded June 21, 1932 with the Barnstable County Registry of Deeds in Book 489, Page 144, which deed is incorporated herein by reference as if fully set forth herein.

EXHIBIT B to Lease Agreement

DESCRIPTION OF PREMISES

The Premises includes locations where solar equipment will be installed and accessed for construction, operation, maintenance and decommissioning as depicted on the Site Plan below (as it or the Project may be modified pursuant to the Lease).

The Premises is benefitted by the Access Rights and Easements set forth in Section 3 of the Lease including rights to combine and connect the Project to Host's existing main electric equipment and rights to interconnect the Project to the utility network.

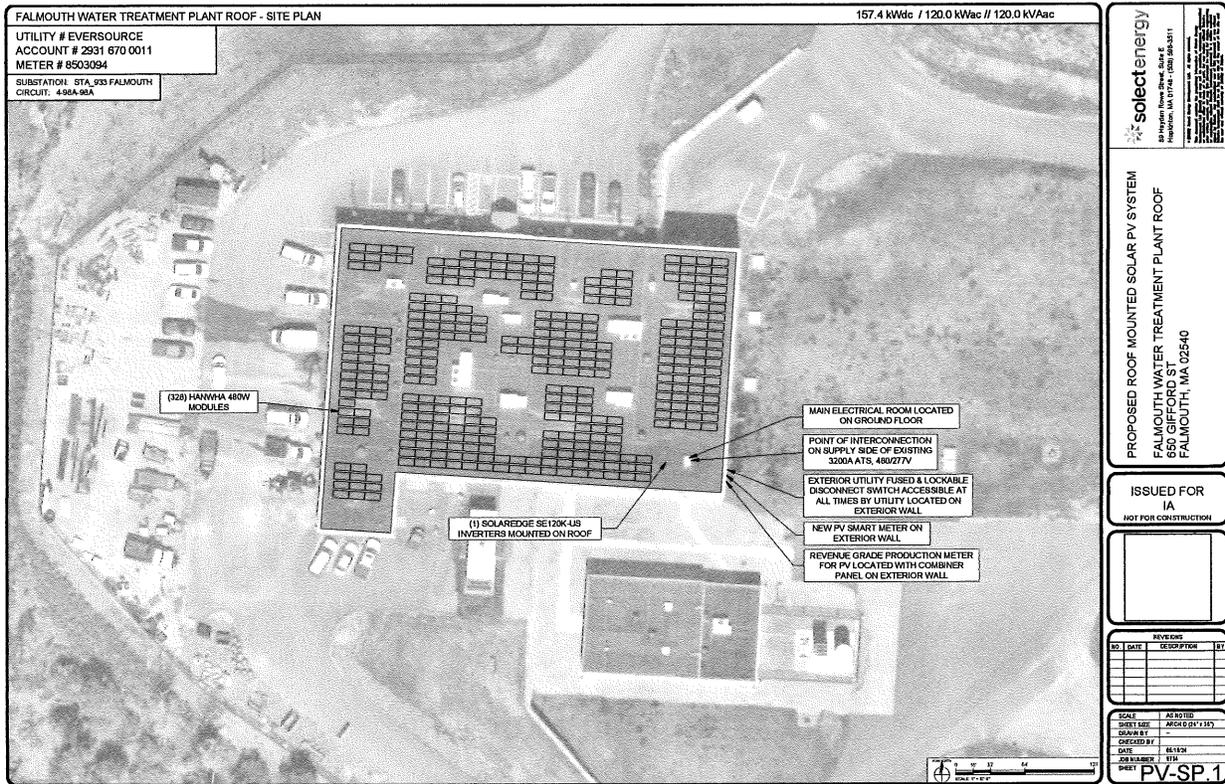


EXHIBIT C to Lease Agreement
Form of Notice of Lease
[On following Page]

Record and return to:
Solect Energy Development LLC
89 Hayden Rowe Street
Hopkinton, MA 01748
Attn: Legal Notices

NOTICE OF LEASE

In accordance with the provisions of Massachusetts General Laws, Chapter 183, section 4, as amended, notice is hereby given of the following described lease and easements:

Parties to the [insert name of lease agreement] (the “Lease”):

Host/Landlord:

Provider/Tenant: Solect Energy Development LLC
89 Hayden Rowe Street
Hopkinton, MA 01748
(and its successors and/or assigns)

Property Description: The real property located at [Street], [Town, State Zip] described on the attached Exhibit A (the “Property”). For Landlord’s title see Deed recorded with the [__ Insert County __] [Registry of Deeds/Land Records] in [Book _____, Page _____] [Certificate of Title No _____].

Description of Leased Premises: A portion of the Property as described on the attached Exhibit B where solar equipment will be installed and accessed for the term of the agreement, including the roofs, exterior and interior walls, through to the main electric room, and exterior areas of the Property. (the “Lease Area”)

Date of Execution of the Lease: _____ (the “Effective Date”).

Term of Lease:

The Term of the Lease includes a Development Period, Operations Period and Decommissioning Period. The Lease shall commence on the Effective Date and, unless terminated earlier pursuant to the provisions of the Lease, the Operations Period shall continue until 11:59 p.m. on the last day of the calendar month in which the twentieth (20th) anniversary of the Commercial Operation Date, as defined in the Lease, unless the Tenant exercises the Options to Extend, in which case the Term of Lease shall include the Development Period, the Operations Period, the [Extension Terms] and the Decommissioning Period.

Options to Extend:

Tenant shall have the right to extend the Term of the Lease for [_____] year terms.

Decommissioning Period

Tenant shall remove the System within 180 days of the termination of the Lease, (provided that if such 180 day term ends within the months of December, January, February, March, or April, the Decommissioning Period shall extend to July 31) whereupon the Lease shall expire and shall be of no further force and effect

Easements.

- (a) Under the Lease, Landlord granted the easements (the “Easements”) to Tenant described in Exhibit C across and burdening the Property.
- (b) Landlord’s grant of Easements in the Lease shall commence on the Effective Date and end upon termination of the Decommissioning Period.

Ownership of the Facility.

Landlord shall have no right, title or interest in the solar energy facility (as defined in the Lease) (“Project”) or any component thereof and Tenant shall be the exclusive owner thereof.

Miscellaneous

- 1. This Notice of Lease may be executed in multiple counterparts, each of which shall be deemed an original and all of which, together, shall constitute one and the same instrument.
- 2. This Notice of Lease does not describe or refer to all of the terms or conditions contained in the actual Lease and nothing contained herein shall serve to modify or amend the terms of the

actual Lease. In the event of any inconsistency between the provisions of the Lease and the provisions of this Notice, the provisions of the Lease shall control.

- 3. Any capitalized term not defined herein shall have the definition ascribed to it in the Lease.

EXECUTED as a sealed instrument on as of _____, 2025.

LANDLORD:

[insert name of Landlord]

By: _____

Name and Title:

COMMONWEALTH OF MASSACHUSETTS

_____ County

On this ____ day of _____, 2025, before me, the undersigned Notary Public, personally appeared the above-named _____, the _____ of _____ proved to me by satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose on behalf of _____.

Notary Public

My Commission Expires:

TENANT:
Solect Energy Development LLC

By: _____
James R. Dumas, CFO, an Authorized
Signatory

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this ____ date of _____, 2025, before me, the undersigned notary public, personally appeared James R. Dumas, CFO of Solect Energy Development LLC, and an Authorized Signatory, personally known to me to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as CFO of Solect Energy Development LLC, a Massachusetts limited liability company and the voluntary act of the company.

Notary Public
My Commission Expires:

EXHIBIT A TO NOTICE OF LEASE

PROPERTY DESCRIPTION

**Property Address: Long Pond Water Treatment Plant
650 Gifford Street, Falmouth, MA 02540**

The land, together with the building, structures and improvements thereon, located at 650 Gifford Street, Falmouth, Massachusetts and known as the Long Pond Water Treatment Plant, described in that certain warranty deed from Amelia H. Lawrence and Thomas H. Lawrence, formerly Thomas H. Lawrence, Jr., to the Town of Falmouth, dated June 11, 1932 and recorded June 21, 1932 with the Barnstable County Registry of Deeds in Book 489, Page 144, which deed is incorporated herein by reference as if fully set forth herein.

EXHIBIT B TO NOTICE OF LEASE

DESCRIPTION OF PREMISES

The Premises includes locations where solar equipment will be installed and accessed for construction, operation, maintenance and decommissioning as depicted on the Site Plan below (as it or the Project may be modified pursuant to the Lease).

The Premises is benefitted by the Access Rights and Easements set forth in Section 3 of the Lease including rights to combine and connect the Project to Host's existing main electric equipment and rights to interconnect the Project to the utility network.

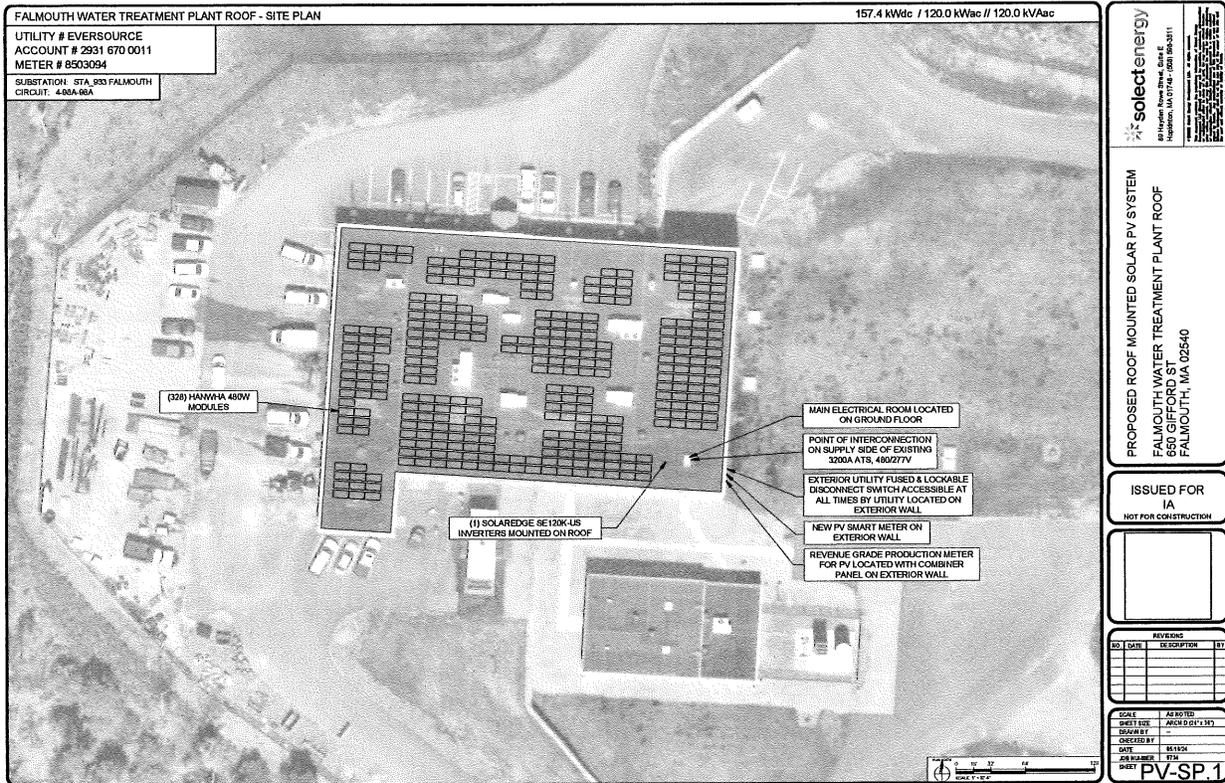


EXHIBIT C TO NOTICE OF LEASE

N/A

EXHIBIT D to Lease Agreement

FORM OF SNDA

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT (this "Agreement") is made as of this _____ day of _____, 20__, by and among _____, a duly organized banking association, with a principal office at _____ ("Lender"), _____ ("Landlord"), and Solect Energy Development LLC, ("Tenant").

WITNESSETH

WHEREAS, Tenant and Landlord have entered into a Lease Agreement dated _____, 20__, (the "Lease") covering the premises located at _____ (the "Premises"), notice of which is recorded with [Name of Registry] (the "Registry") in Book _____, Page _____, (being the property more particularly described in Exhibit A attached hereto and incorporated herein) pursuant to which Tenant has installed or will install on the Premises a photovoltaic facility for the generation of electricity from solar energy (the "Solar Facility"); and

WHEREAS, Lender is the mortgagee pursuant to a [Mortgage and Security Agreement dated _____] (the "Mortgage") and a [Conditional Assignment of Rents and Leases dated _____] (the "Assignment") encumbering, the Premises which are both recorded with the _____ Registry in Book _____ page _____ and Book _____ page _____ respectively; and

WHEREAS, Lender, Tenant, and Landlord wish to set forth respective rights of each party;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and other valuable consideration, the parties hereto covenant and agree as follows:

1. The Lease and any extensions, renewals, replacements or modifications thereof, and all of the right, title and interest of Tenant thereunder in and to the Premises are and shall be subject and subordinate to the Mortgage and to all of the terms and conditions contained therein, and to any advances, renewals, modifications, replacements, consolidations, amendments and extensions thereof.

2. Lender consents to the Lease and in the event Lender comes into possession of or acquires title to the Premises as a result of the foreclosure, or other enforcement of the Mortgage, or as a result of any other means, Lender agrees that Lender will recognize Tenant and will not disturb Tenant or Tenant's financing parties in their possession of the Premises or their rights in the Lease for any reason other than one which would entitle Landlord to terminate the Lease under its terms or would cause, without any further action by Landlord, the termination of the

Lease, and the Lease will continue in full force and effect as a direct agreement between Lender and Tenant.

3. The Solar Facility shall not be, or be deemed to be, a part of or an accession or addition to or a fixture on the Premises even though the Solar Facility is installed on the Premises; nor shall the Solar Facility be moved from the Premises by the Lender unless Tenant's prior written consent to such move has been obtained.

4. Lender waives any and all right, title and interest in the Solar Facility and shall not acquire any such right title or interest by virtue of the installation of the Solar Facility on the Premises. The undersigned Lender further waives any right to seize, or to claim any interest, whatsoever in the Solar Facility on account of any claim or right the undersigned may have against any person, including, without limitation, any claim or right the undersigned may have or assert against the Landlord, by foreclosure or otherwise.

5. Tenant may at any time, at its option, enter upon the Premises and inspect, maintain, remove or repair the Solar Facility to the extent provided in the Lease.

6. When sending to Landlord any notice of impending or actual foreclosure of the Premises, the undersigned Lender shall concurrently provide Tenant a copy of the same.

7. Tenant agrees with Lender that if the interests of Landlord in the Premises shall be transferred to and owned by Lender by reason of foreclosure or other proceedings brought by it, or any other manner, or shall be conveyed thereafter by Lender or shall be conveyed pursuant to a foreclosure sale of the Premises, Tenant shall be bound to Lender under all of the terms, covenants and conditions of the Lease for the balance of the time thereof remaining and any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease, with the same force and effect as if Lender were the landlord under the Lease and Tenant does hereby attorn to Lender as its landlord, said attornment to be effective and self-operative without the execution of any further instruments on the part of any of the parties hereto immediately upon Lender succeeding to the interest of Landlord in the Premises. Notwithstanding the foregoing, Lender shall not be: (i) liable for any act or omission of Landlord, or for any fact, circumstance or condition existing or arising prior to Lender's succession in interest to Landlord unless such fact, circumstance or condition shall continue after such succession; or (ii) subject to any offsets, claims or defenses which Tenant might have against Landlord, except as set forth in the Lease.

8. This Agreement shall bind and inure to the benefit of the parties hereto, their successors and assigns. As used herein the term "Tenant" shall include Tenant, its successors and assigns; the words "foreclosure" and "foreclosure sale" as used herein shall be deemed to include the acquisition of Landlord's estate in the Premises by voluntary deed (or assignment) in lieu of foreclosure; and the word "Lender" shall include the Lender herein specifically named and any of its successors, participants and assigns, including anyone who shall have succeeded to Landlord's interest in the Premises by, or through, Lender foreclosure of the Mortgage.

9. All notices, consents and other communications pursuant to the provisions of this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by a reputable commercial overnight carrier that provides a receipt, or by facsimile with confirmation of transmission, and shall be deemed given when postmarked and addressed as follows:

If to Lender:

If to Tenant: Solect Energy Development LLC
89 Hayden Rowe Street
Hopkinton, MA 01748
Attn: Legal Notices

If to Landlord:

or to such other address as shall from time to time have been designated by written notice by such party to the other parties as herein provided.

10. This Agreement may not be modified orally or in any manner other than by agreement, in writing, signed by the parties hereto. This Agreement may be executed in counterparts, each of which shall be deemed an original, and such counterparts taken together shall constitute but one agreement. This Agreement shall be governed by the laws of the state or commonwealth where the Premises are located.

[This Page Ends Here – Signature Page to SNDA Follows]

IN WITNESS WHEREOF, the parties hereto have placed their hands and seals the day and year first written above.

TENANT:
SOLECT ENERGY DEVELOPMENT LLC

By: _____
Printed Name:
Title:

LANDLORD:

By: _____
Printed Name:
Title:

LENDER:

By: _____
Printed Name:
Title:

Consent Agenda

Administrative Orders 1.g.

Power Purchase Agreement

February 24, 2025

POWER PURCHASE AGREEMENT

For

Town of Falmouth - Water Treatment Plant
650 Gifford Street
Falmouth, MA 02540

Dated as of

February 25, 2025

between

Town of Falmouth
59 Town Hall Sq.
Falmouth, MA 02540

And

Solect Energy Development LLC
89 Hayden Rowe Street
Hopkinton, Massachusetts 01748

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POWER PURCHASE AGREEMENT

This Power Purchase Agreement (“**Agreement**” or “**PPA**”) is entered into as of February 25, 2025, (the “**Effective Date**”), by and between Town of Falmouth, a municipality with an address of 59 Town Hall Square Falmouth, MA 02540 (“**Host**”), and Solect Energy Development LLC, (“**Solect**” or “**Provider**”) a Limited Liability Company located in Hopkinton, Massachusetts (together, the “**Parties**”).

WHEREAS, Host is a member of PowerOptions, Inc. (“**PowerOptions**”), a nonprofit corporation organized under the laws of the Commonwealth of Massachusetts and the Internal Revenue Code that assists its members with procuring energy products and energy-related services for facilities they own and/or operate;

WHEREAS, Provider and PowerOptions have entered into an agreement dated April 1, 2022, as amended, governing the terms and conditions of Provider’s participation in the PowerOptions Solar and Storage Program;

WHEREAS, Host is the owner of the Site described in Exhibit C and desires to make a portion of the Site available to Provider for the construction, operation and maintenance of a solar powered electric generating Project, and to purchase from Provider the electric energy produced by the Project;

WHEREAS, this Agreement is a service contract within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, Provider desires to develop, design, construct, own and operate the Project located at and described in Exhibit D, and sell to Host the electric energy produced by the Project; and

WHEREAS, Provider and Host have entered into that certain Lease dated on or about the date hereof (as amended or modified from time to time, the “**Lease**”) pursuant to which Host has granted Provider a leasehold interest and certain use and access rights to the Premises.

NOW, THEREFORE, in consideration of the promises, the covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. DEFINITIONS. Certain capitalized terms used in this Agreement have the meanings set forth in the attached GLOSSARY OF TERMS or as defined in the body of this Agreement.

2. TERM.

(a) Term. This Agreement shall consist of an Initial Period and an Operations Period. As used herein, “**Term**” shall mean all of the Initial Period and the Operations Period, unless the

Provider or Host terminates the Agreement prior to the end of the Initial Period pursuant to the terms of this Agreement, but any such termination shall not terminate any provisions hereof that expressly survive such termination.

(b) Initial Period. The Initial Period will begin on the Effective Date and will terminate on the earlier of (i) the Commercial Operation Date or (ii) the date the Agreement is terminated pursuant to the provisions of Section 4(b) or 4(d).

(c) Operations Period. The Operations Period will commence on the Commercial Operation Date and will terminate at 11:59 p.m. on the last day of the month in which the twenty-fifth (25th) anniversary of the SMART Incentive Payment Effective Date.

(d) Extensions. Provider shall have one option to extend the Operations Period for five (5) years (an “**Extension Term**”) upon mutual agreement between Provider and Host. Provider shall deliver a written request to extend to Host at least six months prior to the end of the Operations Period, or Extension Term, as the case may be. Any extension shall be reflected in a written amendment to this Agreement signed by the Parties.

(e) Early Termination by Host. If Host terminates the Agreement prior to the Expiration Date, except as otherwise provided in this subsection (e), Section 9 (Purchase Option), Section 17 (Force Majeure), or Section 19 (Provider Event of Default and Host Remedies), Host shall pay, as liquidated damages and as Provider’s sole and exclusive remedy, the Early Termination Amount set forth on Exhibit B, and Provider shall, at Provider’s cost and expense, cause the Project to be disconnected and removed from the Premises in accordance with the Lease. Upon Host’s payment to Provider of the Early Termination Amount, this Agreement and the Lease, in accordance with its terms, shall terminate automatically. Notwithstanding the foregoing, Host may (i) terminate this Agreement with no liability whatsoever pursuant to Section 4(d) or (ii) in lieu of termination, if Provider fails to achieve the Commercial Operation Date by the Guaranteed Commercial Operation Date, be entitled (as its sole and exclusive remedy) to (x) the payment by Provider to Host of Delay Liquidated Damages not to exceed \$15/kW in the aggregate, plus (y) (if Installation Work had commenced at the Premises as of the date of termination) all direct costs reasonably incurred by Host to return its Premises to its condition prior to commencement of the Installation Work if Provider fails to do so within a reasonable time, as required pursuant to the Lease. Alternatively, Host may terminate this Agreement with no liability whatsoever if Provider fails to commence the Operations Period by the date that is 60 days after the Guaranteed Commercial Operation Date by delivering notice to Provider of its intention to terminate this Agreement, and the Agreement shall terminate twenty-one (21) days after Provider’s receipt of such notice; provided, that if Provider commences the Operations Period within such twenty-one (21) day period, this Agreement shall not terminate.

The Construction Start Date and Guaranteed Commercial Operation Date shall be extended on a day-for-day basis due to (a) Force Majeure or (b) acts, omissions or delays of a Governmental Authority or Local Electric Utility. Provided, however that clause (b) shall be beyond the reasonable control of the Provider and not caused by the Provider's fault or negligence. Provided, further that the day-to-day extension of the Construction Start Date shall not exceed one hundred eighty (180) days, unless otherwise mutually agreed by the Parties in writing.

3. ACCESS RIGHTS.

(a) Access Specifications. Pursuant to the Lease, Provider has access to and use of the Premises for the Term for the purposes of designing, installing, inspecting, operating, maintaining, repairing, and removing the Project, and for any other purpose set forth in this Agreement or in the Lease, and otherwise in accordance with the provisions of the Lease. Access Rights with respect to the Site are more fully described in the Lease and include, without limitation, vehicular and pedestrian access, and other rights to install electrical lines and communications cables.

(b) Remote Monitoring. Host will provide an internet portal or equivalent access by means of which Provider will communicate data from the revenue grade performance monitoring system. Provider will be responsible for connecting monitoring equipment for the Project to the internet enabling remote monitoring of the Project.

4. PLANNING, INSTALLATION AND OPERATION OF PROJECT.

(a) Site Assessment and Planning. During the Initial Period, Provider shall have the right, at its own expense, to assess the suitability of the Premises for the Project and shall act diligently in conducting such assessment. The assessment shall include the right to inspect the physical condition of the structures on which the Project will be located; to apply for any building permits or other governmental authorizations necessary for the construction of the Project; to arrange interconnections with the Local Electric Utility; to make any applications to the appropriate Public Utilities Commission or other agencies for receipt of payments for the Project under the Applicable Solar Program; to apply to any other governmental agencies or other persons for grants or other determinations necessary for the construction of or receipt of revenues from the Project; or to make any other investigation or determination necessary for the financing, construction, operation or maintenance of the Project. The Provider shall, in accordance with Section 5(l) of the Lease, at its own cost, engage an engineer licensed and qualified in the state where the Project is located, to certify the safe, maximum weight load per square foot of the building and/or roof of the building to Host before Provider shall install, affix, or place any part of the Project upon the Premises and that any objects brought, installed or kept on the Premises will not exceed such maximum load taking into account snow loads and all other equipment located on the roof as required by local building code. Provider shall provide a copy of such certification and any structural engineering analysis to Host upon receipt by Provider. The Provider shall not make any alterations, improvements and/or additions to the Site, except as shown on the plans approved by Host as of the Effective Date, without first obtaining, in each instance, the written consent of the Host.

(b) Termination of Development Activities by Provider. At certain times during the Initial Period, Provider shall have the right to cease development of the Project and terminate this Agreement upon written notice to Host if:

(i) Provider reasonably determines that the Premises, as is, are insufficient to accommodate the Project; or

(ii) Prior to commencing construction of the Project, Provider's inspection conducted pursuant to Section 5(l) of the Lease demonstrates that there exist site conditions or construction or interconnection requirements that were not known as of the effective date of this Agreement and that could reasonably be expected to materially increase the cost of Installation Work or would adversely affect the electricity production from the Project as designed;

(iii) there has been a material adverse change in the rights of Host to occupy the Premises or Provider to construct the Project on the Premises;

(iv) an interconnection agreement with the Local Electric Utility, in form and substance satisfactory to Provider, is not executed by Provider and the Local Electric Utility within two hundred seventy (270) days after the date of this Agreement;

(v) Provider has not obtained financing within twelve months after the date of this Agreement to construct, install, own and operate and maintain the Project ;

(vi) the Project does not qualify under the Applicable Solar Program;

(vii) despite its diligent efforts, Provider does not obtain all permits and approvals, on terms and conditions satisfactory to Provider, which are necessary for the construction, operation and maintenance of the Project; or

(viii) the Project, as designed, will not be exempt from personal property tax pursuant to M.G.L. c.59, § 5, cl. 45 (Acts of 2021, Chapter 8, §61, as amended and the Massachusetts Department of Revenue regulations adopted in connection therewith) or pursuant to any other applicable law.

If Provider gives Host notice of such termination, this Agreement shall terminate effective as of the date specified in delivery of such notice without any further liability of the Parties to each other, provided that (i) Provider shall, at its cost and expense, remove any equipment or materials which Provider has placed on the Site; (ii) Provider shall restore any portions of the Site disturbed by Provider to its pre-existing condition as required by Section 9 of the Lease; (iii) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the delivery of the notice; and (iv) the confidentiality provisions of Section 14, the indemnity obligations under Section 15, and the dispute resolution provisions of Section 23 shall continue to apply notwithstanding the termination of this Agreement.

(c) Commencement of Construction, Modification of Design. Provider shall conduct a construction kick off meeting with Host. Upon prior notice to Host, Provider shall have the right to commence installing the Project on the Premises in accordance with the agreed-upon schedule as determined during the construction kick off meeting.

(i) As of the date hereof, Provider anticipates that the Project shall consist of the components and shall have the designs set forth in Exhibit E attached hereto.

(ii) Notwithstanding subsection (i) above, Provider may request it be permitted Provider to modify the design of the Project. Host's approval of such modification shall not be unreasonably withheld if Provider can demonstrate to Host that such changes shall not result in the Project exceeding the nameplate capacity, building footprint (if project is on the roof), location and height set forth in Exhibits D and E.

(d) Construction Commencement Deadline. If Provider has not commenced the Installation Work before the Construction Start Date, Host may terminate this Agreement and the Lease by delivering notice to Provider of its intention to terminate this Agreement, and the Agreement shall terminate twenty-one (21) days after Provider's receipt of such notice; provided, that if Provider commences the Installation Work within such twenty-one (21) day period, this Agreement shall not terminate. Upon any termination in accordance with this Section 4(d) neither Party shall have any further liability to the other with respect to this Agreement, provided that (i) Provider shall remove any equipment or materials that Provider has placed on the Site; (ii) Provider shall restore any portions of the Site disturbed by Provider to their condition prior to the commencement of construction as provided in Section 9 of the Lease; (iii) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the delivery of the notice; and (iv) the confidentiality provisions of Section 14, the indemnity obligations under Section 15 and the dispute resolution provisions of Section 23 shall continue to apply notwithstanding the termination of this Agreement.

(e) Contractors. Provider shall use licensed and insured contractors to perform the work of installing, operating, and maintaining the Project. Provider intends to use Installer to perform such work, but may use other contractors, for all or a portion of such work, in Provider's sole discretion. Provider shall advise Host of the Installer prior to commencement of the work on the Site. Provider shall be responsible for the conduct of Installer and its subcontractors, and Host shall have no contractual relationship with Installer or its subcontractors in connection with the work on the Project. Provider shall ensure that Installer maintains insurance applicable to the Installer's activities that satisfy the requirements in Exhibit G.

(f) Status Reports, Project Testing, Commercial Operation. Provider shall give Host regular updates, on a reasonable schedule requested by Host, on the progress of installation of the Project and shall notify Host of when Provider will commence testing of the Project. Testing shall be conducted in accordance with guidelines, standards and criteria reasonably accepted or followed by photovoltaic solar system integrators in the United States. Host shall have the right to have its representatives present during the testing process, but subject to reasonable written safety rules and procedures as may be established by Provider and Installer. After Provider has determined, in its reasonable judgment, that the Project meets the requirements of and has been approved for interconnection by the Local Electric Utility, has been installed in accordance with all Applicable Laws, and is capable of producing electricity on a continuous basis for at least four (4) continuous hours, Provider shall notify Host that the Installation Work is complete. Provider shall provide Host with written notice of the Commercial Operation Date for the Project, which may be immediately upon delivery of such notice to Host.

(g) Standard of Operation. Provider shall design, obtain permits, install, operate, and maintain the Project so as to keep it in good condition and repair, in compliance with all

Applicable Laws and the requirements of the interconnection agreement, and in accordance with the generally accepted practices of the electric industry, in general, and the solar generation industry, in particular, and all instructions of any original equipment manufacturers' warranties for equipment included in the Project. Such work shall be at Provider's sole expense. Except for emergency situations or unplanned outages, Provider shall cause the work to be performed between the hours of 7:00 am and 7:00 pm, Monday through Saturday, in a manner that minimizes interference with Host and Host's employees, visitors, tenants and licensees and their customers to the extent commercially practical. Provider shall, and shall cause its contractors to, keep the Site clear of debris, waste material and rubbish, and to comply with safety procedures established by Host for conduct of business on the Site. In the event of an emergency or unplanned outage, Provider shall promptly notify Host upon becoming aware of such emergency and shall have unimpeded access to the Project, subject to any site-specific security requirements of Host.

(h) Provider Project Shut Down. Provider may shut down the Project at any time in order to perform required emergency repairs to the Project Provider shall give Host notice of such shutdown soon as reasonably practicable. At other times, Provider shall give Host advance notice of the shutdown as may be reasonable in the circumstances. Provider shall not have any obligation to reimburse Host for costs of purchasing electricity that would have been produced by the Project but for such shutdown unless the performance guarantee in Section 5(b) is not met. Provider and Host will agree upon a reasonable shut down duration. Provider shall use reasonable efforts not to schedule shutdowns during peak periods of electric generation and periods when peak energy and demand prices are charged by the Electric Service Provider, except as may be required in accordance with prudent electric industry safety practices in the event of equipment malfunction.

(i) Metering. Provider shall install and maintain a revenue grade kilowatt-hour (kWh) meter for the measurement of electrical energy provided by the Project and may, at its election, install a revenue grade kilowatt-hour (kWh) meter for the measurement of electrical energy delivered by the Local Electric Utility and consumed by Host at the Premises.

Subject to any applicable requirements of the Local Electric Utility:

(i) Installation. Provider shall maintain and test the meter in accordance with but not limited to Applicable Law and as provided herein. Provider shall ensure that the meter is installed and calibrated correctly to manufacturer and utility specifications during commissioning of the Project.

(ii) Measurements. Readings of the meter shall be conclusive as to the amount of electric energy delivered to Host; provided that if the meter is out of service, is discovered to be inaccurate pursuant to Section 4(iii) below, or registers inaccurately, measurement of energy shall be determined by estimating by reference to quantities measured during periods of similar conditions when meter was registering accurately.

(iii) Testing and Correction.

A. Standard of Meter Accuracy; Resolution of Disputes as to Accuracy. The following steps shall be taken to resolve any disputes regarding the accuracy of the meter:

(1) If either Party disputes the accuracy or condition of the meter, such Party shall so advise the other Party in writing.

(2) Provider shall, within thirty (30) days after receiving such notice from Host, or Host shall, within such time after having received such notice from Provider, advise the other Party in writing as to its position concerning the accuracy of such meter and state reasons for taking such position.

(3) If the Parties are unable to resolve the dispute through reasonable negotiations, then either Party may cause the meter to be tested by an agreed upon and disinterested third party.

(4) If the meter is found to be inaccurate by not more than two percent (2%), any previous recordings of the meter shall be deemed accurate, and the Party disputing the accuracy or condition of the meter shall bear the cost of inspection and testing of the meter.

(5) If the meter is found to be inaccurate by more than 2% or if such meter is for any reason out of service or fails to register, then (1) Provider shall promptly cause any meter found to be inaccurate to be replaced or adjusted to correct, to the extent practicable, such inaccuracy, (2) the Parties shall estimate the correct amounts of energy delivered during the periods affected by such inaccuracy, service outage or failure to register as provided in Section 4 (i) (ii) or (iii), and (3) Provider shall bear the cost of inspection and testing of the meter and reimburse or credit Host if Host was the disputing Party. If as a result of such adjustment the quantity of energy for any period is decreased (such quantity, the "Electricity Deficiency Quantity"), Provider shall reimburse or credit Host for the amount paid by Host in consideration for the Electricity Deficiency Quantity, and shall bear the cost of inspection and testing of the meter. If as a result of such adjustment the quantity of energy for any period is increased (such quantity, the "Electricity Surplus Quantity"), Host shall pay for the Electricity Surplus Quantity at the price applicable during the applicable period.

B. Host's Right to Witness Tests. Host shall have the right to witness each test or any calibration of meters or monitoring equipment conducted by or under the supervision of Provider to verify the accuracy of the measurements and recordings of the meter or the monitoring equipment. Provider shall provide at least five (5) Business Days prior written notice to Host of the date upon which any such test or calibration is to occur. Provider shall prepare a written report setting forth the results of each such test, and shall provide Host with copies of such written report and the underlying supporting documentation not later than thirty (30) days after completion of such test. Host shall have the right to access all meters at

reasonable times and with reasonable prior notice for the purpose of verifying readings and calibrations, but Host shall not have the right to open or undertake any other physical actions on the meters and access rights shall be subject to any requirements or limitations of the Local Electric Utility. If the metering equipment is found to be inaccurate, it shall be corrected, and past readings shall be promptly adjusted in accordance with Section 4(i)(A)(5).

(iv) No Duty on Host. Notwithstanding the foregoing, the Parties acknowledge and agree that Host is under no responsibility or duty to ascertain, to inspect or to otherwise determine whether the meter or any other part of the Project is out of service, is discovered to be inaccurate or registers inaccurate readings; is malfunctioning or is otherwise defective, it being agreed that at all times such responsibility or duty shall remain with the Provider.

5. SALE OF ELECTRIC ENERGY.

(a) Sale of Electricity. Throughout the Operations Period, subject to the terms and conditions of this Agreement and the Lease, Provider shall sell to Host and Host shall buy from Provider all electric energy produced by the Project, whether or not Host is able to use all such electric energy. The Point of Delivery of the electric energy shall be as indicated in Exhibit E. Title to and risk of loss with respect to the energy shall transfer from Provider to Host at the Point of Delivery. Provider shall own the Capacity Value of the Project. The Provider shall sell the capacity of the Project into the Forward Capacity Market by the later of twelve (12) months from the Commercial Operation Date or the first date available to participate in the Forward Capacity Auction; if not, the Provider relinquishes ownership of the Capacity Value of the Project to the Host. The interconnection point of the Project with the Local Electric Utility shall be as indicated in Exhibit E.

(b) Performance Guarantee. Beginning on the Commercial Operation Date and as of each anniversary thereof, if the Project produces less than eighty-five percent (85%) of the applicable Estimated Annual Production specified in Exhibit F, unless, and then only to the extent that, the failure to meet the Estimated Annual Production is due to (i) failure, damage or downtime attributable to third parties or Host, (ii) equipment failure or delayed repair of equipment due to the claims process with the equipment manufacturer which are beyond the reasonable control of Provider, (iii) a Force Majeure Event, (iv) variability due to weather, (v) acts or omissions of Host of any of its obligations hereunder, (vi) any Host Requested Shutdown, Provider Safety Shutdown or Project Relocation under Section 10(a), (b), or (c); or (vi) any reduction in output attributable to interference with solar access of the Project by adjoining landowners; in its next invoice Provider shall credit Host an amount equal to the product of (i) the positive difference, if any, of the Avoided Energy Price during such period minus the applicable kWh Rate specified in Exhibit A, multiplied by (ii) the difference between the actual Project Output during such 12-month period and eighty-five percent (85%) of the Estimated Annual Production for such period. Such credit shall be Host's sole and exclusive remedy for Provider's failure to meet the Estimated Annual Production for such period.

6. PAYMENT AND BILLING.

(a) Rates. Host shall pay Provider for electricity produced by the Project at the rates set forth in Exhibit A attached hereto. The rate during any Extension Term shall be mutually agreed upon by Host and Provider.

(b) Billing. Host shall pay for the electricity produced by the Project monthly in arrears. Promptly after the end of each calendar month, Provider shall provide Host with an invoice setting forth the quantity of electricity produced by the Project in such month, the applicable rates for such electricity, and the total amount due, which shall be the product of the quantities and the applicable rates.

(c) Invoice Delivery. Invoices shall be in writing and shall be either (i) delivered by hand; (ii) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid; (iii) delivered by a recognized overnight or personal delivery service; or (iv) transmitted by email (such transmission to be effective on the day of receipt if transmitted prior to 5:00 pm local time on a Business Day or in any other case as of the next Business Day following the day of transmittal) addressed as follows:

To Host: Falmouth DPW Water Division
416 Gifford St.
Falmouth, MA 02540
Attention: Matt Lanen
Email: matt.lanen@falmouthma.gov

(d) Payment. Subject to the subparagraph (e) below regarding disputed invoices, Host shall pay each invoice within thirty (30) days of receipt of the invoice. Payments shall be made by check or electronic funds transfer to an account designated by Provider in the invoice or in a written notice delivered to Host. To the extent permitted by law, including M.G.L. c. 44, § 31, any amounts not paid when due, including any amounts properly disputed and later determined to be owing, shall accrue interest, on the unpaid amount at the rate equal to the lesser of (i) 1% per month, compounded monthly or (ii) the highest rate allowed by applicable law.

(e) Disputed Invoices. If Host objects to all or a portion of an invoice, Host shall, on or before the date payment of the invoice is due, (i) pay the undisputed portion of the invoice, and (ii) provide an itemized statement of its objections setting forth in reasonable detail the basis for its objections. If Host does not object prior to the date payment of any invoice is due, Host shall be obligated to pay the full amount of such invoices but Host may subsequently object to such invoice and, if such objection proves to be correct, receive a refund of the disputed amount; provided, however, that Host may not object to any invoice more than eighteen (18) months after the date on which such invoice is rendered. The right to dispute or object to an invoice, shall, subject to the time limitation provided in this Section 6(e), survive the expiration or termination of this Agreement.

7. SUPPLEMENTAL POWER

(a) Back-up and Supplemental Electricity. Except as otherwise provided herein, throughout the Term, Host shall be responsible for obtaining all of its requirements for electric energy in excess of the amounts produced by the Project and pay for such service pursuant to contracts with or applicable tariffs of the Local Electric Utility or other Electric Service Provider. Provider shall have no obligation to obtain or pay for such supplemental or back-up electricity.

(b) Interconnection and Interconnection Fees. Provider shall be responsible for arranging the interconnection of the Project with Host's Local Electric Utility in a manner which includes bi-directional or "net metering". Host shall be responsible for maintaining the interconnection of the Site with the Local Electric Utility through to the Host's side of the Point of Delivery. Provider shall be responsible for maintaining the interconnection of the Project to the Provider's side of the Point of Delivery with the Local Electric Utility. Host shall enter into any retail agreement required by the Local Electric Utility pursuant to its tariffs. Provider shall be responsible for all costs, fees, charges and obligations required to connect the Project to the Local Electric Utility distribution system, including but not limited to fees associated with system upgrades and operation and maintenance carrying charges ("Interconnection Obligations"), however, if system upgrades in addition to any upgrades contemplated and budgeted for as of Effective Date are required, Provider shall be entitled to adjust the Energy Purchase Prices in Exhibit A to compensate Provider for such increased costs, and if the Parties are unable to agree on such adjustments, Provider may exercise its right to terminate under Section 4(b).

(c) Production Excess. Provider shall, with the cooperation of Host, work to qualify the Project for the highest available compensation for any solar production which is not used at the time of generation and is transmitted to the Local Electric Utility (the "**Production Excess**"). The Parties will work cooperatively and in good faith to meet all requirements regarding such Production Excess under Applicable Law, the Applicable Solar Program, and Local Electric Utility tariffs, including applicable interconnection and metering requirements (e.g., Massachusetts tariff Schedule Z). In the event that the Project produces Production Excess, then the Parties agree that (a) Host shall be entitled to the associated compensation and/or bill credits (including but not limited to Net Metering Credits, Alternative On-Bill Credits, or Qualifying Facility compensation), and (b) Provider shall transmit such Production Excess into the Local Electric Utility system on behalf of and for the account of Host.

(d) Applicable Solar Program Incentives. Provider shall receive all payments available under any Applicable Solar Program. Host shall provide reasonable assistance to Provider in preparing all applications and other documents necessary for Provider to receive such payments, including designating Provider as the customer for purposes of the Applicable Solar Program or assigning payments from the Applicable Solar Program to Provider. If Host receives any payments under the Applicable Solar Program or other programs in respect of the Project, it shall promptly pay them over to Provider. Host's obligation to make any payments to Provider under this Section 7(d) is limited to any payments actually received by Host.

(e) Ownership of Tax Attributes. Provider (and/or Financing Party) shall be the owner of any Tax Attributes that may arise as a result of the ownership and operation of the Project and shall be entitled to transfer such Tax Attributes to any person. Host shall provide reasonable assistance to Provider in preparing all documents necessary for Provider to receive such Tax Attributes, and if Host is deemed to be the owner of any such Tax Attributes, Host shall assign the same (or the proceeds thereof) to Provider. If Host receives any payments in respect of such Tax Attributes, it shall promptly pay them over to Provider.

(f) Environmental Attributes. Except as otherwise provided for under Applicable Law, or Applicable Solar Program rules, or the applicable tariff of the Local Electric Utility, Provider (and/or Financing Party) shall be the owner of any Environmental Attributes that may arise as a result of the operation of the Project and shall be entitled to transfer such Environmental Attributes to any person. Host shall provide reasonable assistance to Provider in preparing all documents necessary for Provider to receive such Environmental Attributes, and if Host is deemed to be the owner of any such Environmental Attributes, Host shall assign the same (or the proceeds thereof) to Provider. If Host receives any payments in respect of such Environmental Attributes, it shall promptly pay them over to Provider.

(g) Capacity & Ancillary Services. Provider shall be entitled to receive any payments for electric capacity or ancillary services that may become available as a result of the construction or operation of the Project. Host shall provide reasonable assistance to Provider in preparing all documents necessary for Provider to receive such payments, and if Host is deemed to be the owner or provider of such capacity or services, Host shall assign the same to Provider. If Host receives any payments in respect of capacity or such services it shall promptly pay them over to Provider.

(h) Neither Party is A Utility. Neither Party is, and neither Party shall assert that the other Party is, (i) an electric utility or public service company or similar entity that has a duty to provide service, (ii) subject to electric rate regulation, or (iii) otherwise subject to regulation by any governmental authority as a result of its obligations or performance under this Agreement.

(i) Project Alterations. Host agrees to negotiate in good faith with respect to any alterations to the Project proposed by the Provider that may increase payments available under the Applicable Solar Program, Tax Attributes, Environmental Attributes, or increased capacity or ancillary services. Upon mutual agreement, this Agreement and the Lease shall be amended to include any agreed upon Project alteration.

(j) Host Benefits. Host shall be entitled to the benefits of any Local Electric Utility demand reduction or demand response programs, cap tag savings, and any other energy efficiency or demand management programs that do not have an adverse impact on the ability of the Project to participate in the Applicable Solar Program, that are derived from the Project.

8. OWNERSHIP OF PROJECT; SERVICE CONTRACT.

(a) Ownership of Project. As between the Parties, Provider shall retain title to (i) the Project and the Environmental Attributes produced or associated with the Project or the energy

produced by the Project, and (ii) all compensation associated with such Environmental Attributes under the Applicable Solar Program or under any other successor program.

(b) Service Contract. Since this Agreement provides for the sale of electric energy from the Project which is an alternative energy facility under Section 7701(e)(3)(D) of the Internal Revenue Code of 1986 as amended, this Agreement is a service contract within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986, as amended.

9. PURCHASE OPTIONS; REMOVAL AT END OF TERM.

(a) Early Purchase Option. On the seventh (7th), tenth (10th), and fifteenth (15th) anniversary of the Commercial Operation Date, provided no Host Event of Default has occurred and is continuing, the Host shall have the option to purchase the Project from Provider at a price which will be the greater of (i) the applicable value identified in Exhibit B or (ii) the Fair Market Value of the Project as determined by mutual agreement of Host and Provider as of such anniversary date; provided, however, if Host and Provider cannot agree to a Fair Market Value within twenty (20) days after Host has exercised its option, the Parties shall select and share equally the costs of a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry acting reasonably and in good faith to determine the Fair Market Value of the Project, provided that Host may, in its discretion, rescind its exercise of the option to purchase by written notice to Provider received no later than the fifth (5th) Business Day following receipt of such appraisal. If Host desires to exercise this option, it shall no later than ninety (90) days prior to the applicable anniversary date notify Provider of its election to exercise the option, and, unless it has rescinded the exercise of the option as aforesaid, on or before such anniversary date shall pay the purchase price to Provider by electronic transfer in immediately available funds to an account designated by Provider.

(b) End of Term Purchase Option. Host shall have the right to purchase the Project from Provider at the expiration of the Operations Period at the then Fair Market Value of the Project. No earlier than twelve months prior to the expiration of such Operations Period and no later than nine (9) months prior to the expiration of the Operations Period, Host shall notify Provider of its intent to exercise the option. Within ninety-one (91) days of its receipt of such notice, Provider shall give Host its appraisal of the Fair Market Value of the Project at the end of the Term. Host may, but is not obligated to, accept such appraisal. If Host does not accept such appraisal within ten (10) Business Days of receiving the appraisal from Provider, the Parties shall meet to discuss the appraisal. If they are unable to reach agreement within twenty (20) days of the Host's receipt of the appraisal from Provider, the Parties will engage and share the costs equally of a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry acting reasonably and in good faith to determine the Fair Market Value of the Project consistent with the terms of the transaction. Notwithstanding the foregoing, in the event that Provider enters into a sale/leaseback transaction in connection with funding the installation of the Project, the process of determining the Fair Market Value of the Project in this Agreement shall be undertaken by a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry acting reasonably and in good faith to determine the Fair Market Value of the Project and shall be undertaken consistently with the terms of such

transaction so that the process for determining Fair Market Value under this Agreement shall be the same as provided in the agreements for such sale/leaseback transaction. Host may, in its discretion, rescind its exercise of the option to purchase by written notice to Provider received no later than the fifth (5th) Business Day following receipt of such appraisal.

(c) Transfer of Ownership. Upon Host's notice that it elects to exercise the option set forth in either Section 9(a) or 9(b) above, Provider shall prepare and deliver to Host a set of records on the operation and maintenance history of the Project, including a summary of known defects. Upon payment of the purchase price, Provider shall deliver, or cause to be delivered, to Host a bill of sale conveying the Project to Host free and clear of Liens on Provider's interest in the Project. Such bill of sale shall not contain any warranties, other than a warranty against any defects in title arising through Provider. Provider shall use all reasonable efforts to transfer any remaining manufacturer's warranties on the Project, or portions thereof, to Host. Provider shall also use all reasonable efforts transfer or assign any then applicable Environmental Attributes to Host if it is within Provider's legal ability to do so without breaching the terms of any applicable contracts or awards held by Provider or the Project or incurring any penalties, fines, costs or fees for doing so. Upon the transfer of ownership of the Project to Host, this Agreement shall terminate.

(d) Operation & Maintenance After Sale. Prior to the effective date of Host's purchase of the Project under Section 9(a) or 9(b), Host and Provider shall discuss entering into an operation and maintenance agreement under which Provider shall perform all or a portion of the operation and maintenance requirements of the Project following Host's purchase of the Project. However, neither Party shall be under an obligation to enter into such an agreement.

(e) No Survival of Purchase Option. The options for Host to purchase the Project under Sections 9(a) and 9(b) shall not survive the termination of this Agreement.

(f) Removal of Project at Expiration. Provider shall decommission the Project in accordance with Section 9 of the Lease or Easement.

(g) Decommissioning Assurance. Provider shall, beginning in year twenty (20), establish a Decommissioning Assurance to secure removal of the Project as required by Section 7 of the Lease. Failure to timely establish and/or fund in accordance with this paragraph such Decommissioning Assurance shall constitute a Provider Event of Default, for which Host shall be entitled to exercise any of the remedies for default under Section 19.

10. SHUTDOWNS, RELOCATION; CLOSURE OR SALE OF SITE.

(a) Host Requested Shutdown. Host from time to time may request Provider to temporarily stop operation of the Project for a period no longer than thirty (30) days or a predetermined date mutually agreed upon by both the Host and Provider, such request to be reasonably related to Host's activities in maintaining and improving the Site. During any such shutdown period (but not including periods of Force Majeure or Allowed Disruption Time as defined below, nor where the maintenance activities were made necessary by a Provider Event of Default), Host will pay Provider an amount equal to the sum of (i) payments that Host would have

made to Provider hereunder for electric energy that would have been produced by the Project during the period of the shutdown or for revenues that Provider would have received with respect to the Project under the Applicable Solar Program and any other assistance program with respect to electric energy that would have been produced during the period of the shutdown or for revenues from Environmental Attributes and Tax Attributes that Provider would have received with respect to electric energy that would have been produced by the Project during the period of the shutdown. Determination of the amount of energy that would have been produced during the period of the shutdown shall be based, during the first Operations Year, on reasonably estimated levels of production and, after the first Operations Year, based on actual operation of the Project during the same period in the previous Operations Year, or based on reasonable data offered by Provider if the Project was offline for any reason during such previous Operations Year

Notwithstanding the foregoing, the Parties agree that after year six (6) (but not during years one (1) through six (6)) of the Operations Period of the Agreement, Host shall be afforded a total of fifteen (15) days which may be used consecutively or in periods of at least twenty-four hours each (“Allowed Disruption Time”) during which the Host may request that the Project be shut down if, and only if, Host is performing maintenance or repairs to the Premises which require the Project to be offline. Host shall not be obligated to make payments to Provider for electricity not received during the Allowed Disruption Time; nor shall Host be required to reimburse Provider for any other lost revenue during the Allowed Disruption Time, including any lost revenue associated with any reduced sales of Environmental Attributes and Tax Attributes.

(b) Provider Safety Shutdown. In addition to the right of Provider to shut down the Project for maintenance as provided in Section 4(j), Provider may shutdown the Project if Provider, in the exercise of reasonable judgment, believes Site conditions or activities of persons on a Site, which are not under the control of Provider, whether or not under the control of Host, may interfere with the safe operation of the Project. Provider shall give Host written notice of a shutdown immediately upon becoming aware of the potential for such conditions or activities. Provider and Host shall cooperate and coordinate their respective efforts to restore Site conditions so as to not interfere with the safe operation of the Project and to reduce, to the greatest extent practicable, the duration of the shutdown; provided that Provider shall not be responsible for any costs or expenses in connection with restoration of conditions at the Site required due to conditions or activities of persons on the Site not under the control of Provider. If a shutdown pursuant to this Section 10(b) continues for 180 days or longer, Provider may terminate this Agreement and Host shall pay the Early Termination Amount.

(c) Project Relocation. Host may request to move the Project to another location on the Site or to another site owned by Host, but any such relocation shall be subject to the approval of Provider and Financing Party, not to be unreasonably withheld provided (1) the alternate location or site structurally supports the Project, (2) the SMART incentive is transferable, (3) the Project is capable of generating substantially equivalent amounts of electric energy when installed at the alternate site and the Project economics are otherwise not materially and adversely affected, (4) Host is not in default of this Agreement and (5) Host otherwise complies with the conditions set forth in this subsection (c). In connection with such relocation, Host shall execute an amendment to this Agreement reflecting the new location of the Project but otherwise continuing all the terms

and conditions of this Agreement for the remaining term of this Agreement. Host shall also provide any consents or releases required by Provider in connection with the new location. Host shall pay all reasonable costs associated with the removal and relocation of the Project, including installation and testing costs and interconnection costs. In addition, during the Relocation Event, Host will pay Provider an amount equal to the sum of (i) payments that Host would have made to Provider hereunder for electric energy that would have been produced by the Project following the Relocation Event; (ii) revenues that Provider would have received with respect to the Project under the Applicable Solar Program and any other assistance program with respect to electric energy that would have been produced following the Relocation Event; and (iii) revenues from Environmental Attributes and Tax Attributes that Provider would have received with respect to electric energy that would have been produced by the Project following the Relocation Event. Determination of the amount of energy that would have been produced following the Relocation Event shall be based, during the first Operations Year, on the estimated levels of production and, after the first Operations Year, based on actual operation of the Project in the same period in the previous Operations Year, or based on reasonable data offered by Provider if the Project was offline for any reason during such previous Operations Year.

(d) Premises Shutdown; Interconnection Deactivated. In the event the facilities where the Premises are located are closed or the interconnection becomes deactivated, Host shall not be excused for the period of closure or deactivation from paying Provider for all electricity produced by the Project on the Premises and delivered to the Point of Delivery unless such closure or deactivation is caused by (i) a Force Majeure Event or (ii) any unexcused action or inaction of Provider or persons for whom Provider is responsible.

(e) Sale of Site. In the event Host transfers (by sale, lease or otherwise) all or a portion of its interest in the Site, except as otherwise provided in this subsection (e), Host shall remain primarily liable to Provider for the performance of the obligations of Host hereunder notwithstanding such transfer. However, if no Host Event of Default has occurred and is continuing at the time of the transfer, and the transferee is acceptable to Provider and Financing Party in their sole discretion and executes agreements assuming this Agreement in form and substance satisfactory to Provider and Financing Party in their sole discretion, Host shall be released from further obligations under this Agreement. For avoidance of doubt, if Host is a municipality or governmental entity, the sale, lease or transfer of all or a portion of Host's interest in the Site to a transferee that is a municipality or governmental entity with a credit rating assigned by Moody's Investor Service at least equal to or better than Host's shall be deemed an acceptable transferee, provided the other requirements set forth in this Section 10(e) are satisfied.

11. TAXES.

(a) Income Taxes. Provider shall be responsible for any and all income taxes associated with payments from Host to Provider for electric energy from the Project. Provider (and/or Financing Party), as owner of the Project, shall be entitled to all Tax Attributes with respect to the Project.

(b) Sales Taxes. Host shall provide Provider with any certificates or other documents required or appropriate to evidence Host's exemption from any applicable taxes, fees, and charges, including sales, use, and gross receipts taxes, imposed or authorized by any Governmental Authority on the sale of electric energy by Provider to Host. Host shall timely report, make filings for, and pay any and all such taxes assessed directly against it by any Governmental Authority. To the extent Provider pays such amounts, Provider shall notify Host in writing with a detailed statement of such amounts, which shall be invoiced by Provider and Host shall reimburse Provider for any and all such taxes assessed against and paid by Provider.

(c) Personal Property Taxes. If project will produce not more than 125% of the annual load of the Property Provider will apply to the Town of Falmouth for exemption of the Project from personal property tax pursuant to M.G.L. c.59, § 5, cl. 45, and will employ commercially reasonable efforts to secure such exemption. If the project will produce more than 125% of the annual load of the Property or if the exemption is not granted, Provider may seek to enter into a Payment In Lieu of Taxes (PILOT) Agreement with the Town of Falmouth to establish payments in lieu of personal property tax.

(d) Real Property Taxes. Pursuant to General Laws Chapter 59, Section 2B, Provider shall be responsible for all real property taxes related to the existence of the Project on the Leased Premises.

As set forth in that certain Lease, by and between the Parties dated on or about the date hereof, the Parties acknowledge and agree that the energy Purchase Prices set forth in Exhibit A assume a real property tax assessment of \$1734.00 for each year of the Term. Provider shall have the right once per year to increase the PPA Rate set forth on Exhibit A hereto to capture repayment of any real estate taxes paid by Provider above the \$ 1734.00 amount assumed, provided that such cumulative additional real estate taxes paid by Provider are \$1,000 or greater (amounts smaller than such amount shall be considered to have a non-compensable *de minimus* effect on the calculation of the PPA Rate), and the personal property taxes that may be assessed pursuant to Section 11(c) herein. Further, if the cumulative real estate taxes paid by Provider are decreased by \$1,000 or more, Provider shall decrease the PPA Rate as set forth on Exhibit A in an equitable manner. In either circumstance, the Parties shall execute an amendment to this Agreement to reflect the new rate, calculated in accordance with the Electricity Pricing Principles set forth in the program agreement entered into by Provider and PowerOptions, as defined in such agreement.

(e) Each Party has the right to contest taxes in accordance with Applicable Law and the terms of encumbrances against the Site. Each Party shall use all reasonable efforts to cooperate with the other party in any such contest of tax assessments or payments. In no event shall either Party postpone during the pendency of an appeal of a tax assessment the payment of taxes otherwise due except to the extent such postponement in payment has been abated, bonded or otherwise secured in accordance with Applicable Law.

12. INSURANCE.

(a) Coverage. Host and Provider shall each maintain the insurance coverage set forth in Exhibit G in full force and effect throughout the Term. Host and Provider shall also provide any additional insurance which may be required from time to time by the Local Electric Utility or any legal or regulatory authority affecting the Premises or operation of the Project. If Host has established and maintains a program of self-insurance, Host shall maintain self-insurance for the coverages and in the amounts set forth on Exhibit G.

(b) Insurance Certificates. Each Party shall furnish current certificates indicating that the insurance required under this Section 12 is being maintained. Each Party's insurance policy provided hereunder shall contain a provision whereby the insurer agrees to give the other Party written notice before the insurance is cancelled or materially altered.

(c) Certain Insurance Provisions. Each Party's insurance policy shall be written on an occurrence basis and shall include the other Party as an additional insured as its interest may appear. Each Party's insurer shall waive all rights of subrogation against the other Party except in the case of such Party's negligence or willful misconduct.

(d) Insurance Providers. All insurance maintained hereunder shall be maintained with companies approved to do business in Massachusetts, and rated no less than A- as to Policy Holder's Rating in the current edition of Best's Insurance Guide, if applicable (or with an association of companies each of the members of which are so rated), provided such requirement shall not apply if a Party maintains an active self-insurance program and provides required insurance pursuant to such self-insurance program.

(e) Flood Insurance. If required under Applicable Law, Host shall maintain FEMA-approved flood insurance for the Premises.

13. COOPERATION.

The Parties acknowledge that the performance of each Party's obligations under this Agreement will frequently require the assistance and cooperation of the other Party. Each Party therefore agrees, in addition to those provisions in this Agreement specifically providing for assistance from one Party to the other, that it will at all times during the Term cooperate with the other Party and provide all reasonable assistance to the other Party to help the other Party perform its obligations hereunder.

14. PRESS RELEASES AND CONFIDENTIALITY.

(a) Goodwill and Publicity. Neither Party shall use the name, trade name, service mark, or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of the Agreement, and each Party shall have the right to promptly review, comment upon, and approve any publicity materials,

press releases, or other public statements by the other Party that refer to, or that describe any aspect of, the Agreement; provided that no such publicity releases or other public statements (except for filings or other statements or releases as may be required by Applicable Law) shall be made by either Party without the prior written consent of the other Party. At no time will either Party acquire any rights whatsoever to any trademark, trade name, service mark, logo or other intellectual property right belonging to the other Party. Notwithstanding the foregoing, Host agrees that Provider may, at its sole discretion, take photographs of the installation process of the Project and/or the completed Project, and Provider shall be permitted to use such images (regardless of media) in its marketing efforts, including but not limited to use in brochures, advertisements, websites and news outlet or press release articles. The images shall not include any identifying information without Host permission and the installation site shall not be disclosed beyond the type of establishment (such as “Retail Store,” “Distribution Center,” or such other general terms), the city and state. Only Provider has the exclusive right to claim that (i) electric energy provided to Host was generated by the Project, (ii) Provider is responsible for the reductions in emissions of pollution and greenhouse gases resulting from the generation of such electric energy and (iii) Provider is entitled to all credits, certificates, registrations, etc., evidencing or representing any of the foregoing except as otherwise expressly provided in this Agreement. However, the terms of this Agreement and information about the Project other than that described above constitutes Confidential Information, as defined below, and is subject to the remaining provisions of this Section 14.

(b) Limits on Disclosure of Confidential Information. Subject to the exceptions set forth below in Section 14(c), each Party agrees that, (i) without the consent of the other Party, it shall not disclose any Confidential Information received from the other Party to any other person and (ii) it shall use any Confidential Information received from the other Party only for the purpose of fulfilling its obligations under this Agreement. Notwithstanding the foregoing, subject to the requirements of Section 14(c) below, the Parties may, and shall, disclose any information required to be disclosed under rules, regulations and contracts implementing the Applicable Solar Program or Tax Attributes required to be disclosed by any Governmental Authority under Applicable Law or pursuant to a validly issued subpoena or required filing.

(c) Permissible Disclosures. Provider may provide this Agreement, and any correspondence, notices and other information related to this Agreement to any person who has provided or who is interested in providing construction or permanent financing, or any refinancing thereof, to Provider in connection with the Project. In addition, if a receiving Party is required by Applicable Law, validly issued subpoena or required filing to disclose any Confidential Information provided by the disclosing Party, the receiving Party may make disclosure as required by law, but the receiving Party shall prior to making any disclosure, if lawfully permitted to do so, notify the disclosing Party of the requested disclosure and shall use its reasonable efforts to cooperate with the disclosing Party, but at the expense of the disclosing Party, in any efforts by the disclosing Party to minimize the extent of the Confidential Information disclosed and the persons to whom disclosed. If Host is a public entity subject to the requirements of M.G.L. c. 66, § 10 (“MA Public Records Law”) the provisions of the MA Public Records Law will govern Host’s obligations under Section 14(b) and this Section 14(c), including Provider’s right to raise applicability of the exemptions included in the MA Public Records Law. Notwithstanding any

term herein to the contrary, the failure to notify the disclosing Party pursuant to this Section 14(c) shall not be deemed an Event of Default.

(d) Enforcement of Confidentiality Provisions. Each Party acknowledges that it may be impossible to measure the damages which may result from a breach of this Section 14 and agrees that the provisions of this Section 14 may be required to be specifically performed and each Party shall have the right to obtain preliminary and permanent injunctive relief to secure specific performance of the terms of this Section 14. The provisions of this Section 14 shall survive until three years after the effective date of any termination of this Agreement.

15. INDEMNIFICATION.

(a) Provider Indemnification. Provider shall indemnify, defend and hold harmless Host and its directors, officers, employees, agents, volunteers, and invitees ("Host's Indemnified Parties"), from and against all Losses incurred by the Host Indemnified Parties to the extent arising from or out of the following: (i) any third party claim for injury to or death of any Person or loss or damage to property to the extent caused by Provider's or Provider's Indemnified Parties (defined below) negligence or willful misconduct; (ii)) third party claims for penalties or fines arising from a Provider's or Provider's Indemnified Parties violation of Applicable Law; (iii) any failure to properly interconnect or comply with the procedures of the Local Electric Utility or Applicable Law; or (iv) any failure to properly handle or dispose of any Hazardous Materials brought onto the Site by Provider or by any of Provider's employees, agents, volunteers, and invitees and released as a result of the negligence of Provider or Installer or any of Provider's or Installer's employees, agents, volunteers, and invitees. Such duty to indemnify with respect to any injuries to persons or damage to property arising from the generation of electricity from the Project shall not extend to incidents occurring on Host's side of the Point of Delivery except to the extent caused by incidents on Provider's side of the Point of Delivery. Such duty to indemnify shall not apply to any action or claim, whether in tort (including negligence and strict liability), contract or otherwise for any loss, injury, or costs resulting from interruptions in service. Provider shall not be obligated to indemnify Host or any Host Indemnified Party for any Loss to the extent such Loss is due to the gross negligence or willful misconduct of Host or any Host Indemnified Party.

(b) Host Indemnification. To the extent permitted by law, Host shall indemnify, defend and hold Provider, its contractors, subcontractors, shareholders, directors, officers, employees, agents, and invitees, and Financing Party ("**Provider's Indemnified Parties**"), harmless from and against all Losses incurred by the Provider's Indemnified Parties to the extent arising from or out of (i) any third-party claim for injury to or death of any Person or loss or damage to property to the extent caused by the negligence or willful misconduct of any of Host's Indemnified Parties; (ii) Host's violation of Applicable Law; or (iii) the presence, removal or remediation of any Hazardous Materials on the Site (other than any Hazardous Materials brought on to the Site by Provider's Indemnified Parties and improperly stored, disposed of or negligently released by Provider or Installer). Host shall not be obligated to indemnify Provider or any Provider Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of Provider or any Provider Indemnified Party. Notwithstanding the forgoing, Host does not waive and therefore retains any rights available to it under M.G.L. c. 258, M.G.L. c. 44, § 31, or other Applicable Law.

(c) Notice of Claims. Whenever any claim arises for indemnification under this Agreement, the Indemnified Person shall notify the Indemnifying Party in writing as soon as possible (but in any event prior to the time by which the interest of the Indemnifying Party will be materially prejudiced as a result of its failure to have received such notice) after the Indemnified Person has knowledge of the facts constituting the basis for such claim (the “Notice of Claim”). Such Notice of Claim shall specify all facts known to the Indemnified Person giving rise to the indemnification right and the amount or an assessment of the amount of the liability arising therefrom.

(d) Defense of Claims. The Indemnifying Party has the right, but not the obligation to assume the defense for the matter for which indemnification is sought hereunder. If the Indemnifying Party does not assume the defense, it shall timely pay all costs of legal counsel and case expenses incurred by Indemnified Person in connection with the defense, when and as incurred. If the Indemnifying Party assumes the defense, the Indemnified Person has the right to hire its own, separate counsel to defend it, but the Indemnified Person shall be responsible for the reasonable costs of such separate counsel. The Indemnifying Party shall not consent to the entry of any judgment or enter into any settlement with respect to the matter for which indemnification is sought without the prior written consent of the Indemnified Person (which consent shall not be unreasonably withheld) unless the judgment or settlement involves the payment of money damages only and does not require the acknowledgement of the validity of any claim or admission of any liability by or on behalf of any Indemnified Person.

(e) Payments. At the time that the Indemnifying Party makes any indemnity payments under this Agreement, the indemnification payment shall be adjusted such that the payment will result in the Indemnified Person receiving an indemnity payment equal to the Loss after taking into account (i) all federal, state, and local income taxes that are actually payable to the Indemnified Person with respect to the receipt of such payment and (ii) all national, state, and local tax deductions allowable to the Indemnified Person for any items of loss and deduction for which the Indemnified Party is being indemnified.

(f) Survival of Indemnification. The obligations of indemnification hereunder shall survive termination of this Agreement.

16. REPRESENTATIONS AND WARRANTIES.

(a) Mutual Representations. Each Party hereby represents and warrants to the other, as of date hereof, that:

(i) Organization. It is duly organized, validly existing and in good standing under the laws of its state of incorporation and of the state in which the Premises are located, respectively, and has the power and authority to enter into this Agreement and to perform its obligations hereunder.

(ii) No Conflict. The execution and delivery of this Agreement and the performance of and compliance with the provisions of this Agreement will not conflict

with or constitute a breach of or a default under (1) its organizational documents; (2) any agreement or other obligation by which it is bound; (3) any law or regulation.

(iii) Enforceability. (1) All actions required to be taken by or on the part of such Party necessary to make this Agreement effective have been duly and validly taken; (2) this Agreement has been duly and validly authorized, executed and delivered on behalf of such Party; and (3) this Agreement constitutes a legal, valid and binding obligation of such Party, enforceable in accordance with its terms, subject to laws of bankruptcy, insolvency, reorganization, moratorium or other similar laws.

(iv) No Material Litigation. There are no court orders, actions, suits or proceedings at law or in equity by or before any governmental authority, arbitral tribunal or other body, or threatened against or affecting it or brought or asserted by it in any court or before any arbitrator of any kind or before or by any governmental authority that could reasonably be expected to have a material adverse effect on it or its ability to perform its obligations under this Agreement, or the validity or enforceability of this Agreement.

(b) Host Representations. In addition to the representations and warranties in Section 16(a), Host hereby represents and warrants to Provider, as of date hereof, that:

(i) Condition of Premises. Host has provided to Provider Host's complete and correct records of the physical condition of the Premises. If, during the Development Period, Provider deems such records inadequate for its intended purposes hereunder, it shall so notify Host in writing before commencing installation of the Project, in which event the Host shall reasonably cooperate in Provider's efforts to procure such information as Provider may reasonably require regarding the condition of the Premises. Except that, to the extent the engagement of a third party is required to procure such information, the method of doing such shall be mutually agreed by the Parties. If it is discovered that the actual site conditions on part of, or on the entire Premises upon which all or part of the Project are to be installed, are materially different from the information presented by Host and from conditions reasonably visible to Provider during site visits prior to entering this Agreement, then if practicable the rates payable by Host hereunder shall be adjusted to compensate Provider for the cost of design and construction changes and delays actually incurred by Provider in order to adapt the Project to the unknown conditions. If such adjustment is not practicable, Provider shall have other rights under this Agreement.

(ii) Title to Premises. Host is the fee owner of and has good and valid title to the Premises and to Host's knowledge there are no mortgagees, lienholders or other third party claimants to the Premises. There are no encumbrances on the Premises that would interfere with or prevent the development, construction, operation or maintenance of the Project or any portion thereof.

(iii) Host Organization. Host is a municipality organized and existing under the laws of the Commonwealth of Massachusetts.

(c) Provider Representations. In addition to the representations and warranties in Section 16(a), Provider hereby represents and warrants to Host, as of date hereof, that:

(i) Interconnection Agreement and Permits. Provider shall use commercially reasonable efforts to obtain an executed interconnection agreement and all permits for the Project in a timely and efficient manner.

17. FORCE MAJEURE; CASUALTY.

(a) Excuse for Force Majeure Event. Except as provided in Section 17(b) or otherwise specifically provided in this Agreement, neither Party shall be considered in breach of this Agreement or liable for any delay or failure to comply with this Agreement, if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief as a result of the Force Majeure Event shall promptly (i) notify the other Party in writing of the existence and details of the Force Majeure Event; (ii) exercise all reasonable efforts to minimize delay caused by such Force Majeure Event; (iii) notify the other Party in writing of the cessation of such Force Majeure Event; and (iv) resume performance of its obligations hereunder as soon as practicable thereafter.

(b) No Excuse for Payment for Prior Services. Excepting a Force Majeure Event which impacts business or banking transactions nationally or globally, in which case such obligations shall be suspended but not excused, obligations to make payments for services provided prior to the Force Majeure Event shall not be excused by a Force Majeure Event.

(c) Casualty; Restoration. In the event of a casualty event, to the extent that such casualty event is attributable to the occurrence of a Force Majeure Event, which destroys all or a substantial portion of the Premises, Host shall elect, within ninety (90) days of such event, whether it will restore the Premises, which restoration will be at the sole expense of Host. If Host does not elect to restore the Premises, then Provider shall not restore the Project and this Agreement will terminate without penalty to either Party. If Host does elect to restore the Premises, Host shall provide notice of such election to Provider and Provider shall then elect, within ninety (90) days of receipt of such notice, whether or not to restore the Project, subject to the Parties agreeing on a schedule for the restoration of the Premises and an equitable extension to the Term of this Agreement. If the Parties are not able to so agree or if Provider does not elect to restore the Project, Provider shall promptly remove any portions of the Project remaining on the Premises, and this Agreement shall terminate without penalty to either Party. If Provider does elect to restore the Project, it shall do so at its sole expense. In the event of termination of this Agreement pursuant to this Section 17(c), (i) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the casualty event; and (ii) the confidentiality provisions of Section 14, the indemnity obligations under Section 15, and the dispute resolution provisions of Section 23 shall continue to apply notwithstanding the termination of this Agreement.

If any damage to the Project is caused by the negligence or willful misconduct of Host or Host's employees, agents, or invitees, Provider shall send written notice to Host specifying (i)

the reasonable and documented expenses for repair and replacement of the Project, and (ii) documented lost revenue for sales of electricity and solar incentives (including, but not limited to, Applicable Solar Program, Tax Attributes, Environmental Attributes) that would have been received based on the estimated energy production of the Project. Host shall have thirty (30) days from the receipt of such notice to review the information contained within such notice. Any undisputed amounts shall be due and payable within thirty (30) days after Provider's notice. If Host disagrees with any information contained in such notice, Host shall provide written notice to Provider within the Host's thirty (30) day review period. In the event of a dispute, Host and Provider shall use good faith to resolve such dispute and agree upon a reimbursement amount. Once Host and Provider have agreed upon the reimbursement amount, Host shall, to the extent permitted by applicable law, pay such agreed amount within thirty (30) days after agreement and in the event there is no dispute, then within thirty (30) days after receipt of the notice.

(d) Termination for Force Majeure Event. Notwithstanding anything to the contrary in this Section 17, if nonperformance on account of a Force Majeure Event continues beyond a continuous period of three hundred and sixty-five (365) days, then either Party shall have the right to terminate this Agreement upon thirty (30) days' notice to the other. Upon such termination, Provider shall be required to decommission and remove the Project from the applicable Site in accordance with the Lease (unless there has been a casualty event, in which case the provisions of clause (c) above shall apply to the removal of the Project). In the event of such a termination of this Agreement with respect to the Project, the Parties shall not be released from any payment or other obligation arising under this Agreement which accrued prior to the shutdown of the Project or the Premises and the indemnity, confidentiality and dispute resolution provisions of this Agreement shall survive the termination of this Agreement.

18. CHANGE IN LAW.

In the event there is a Change in Law that is applicable to the operation of the Project, the sale of electric energy produced by the Project, or any other obligation of the Provider hereunder, and compliance with the Change in Law results in an increase or decrease in Provider's costs to operate and/or maintain the Project, Provider will submit to Host and PowerOptions within 60 days a written notice setting forth, in reasonable detail, the following: (i) the applicable Change in Law; (ii) the manner in which such Change in Law increases or decrease Provider's costs; and (iii) Provider's proposed adjustment to the then applicable and future rates for electric energy in this Agreement to reflect such increases or decrease in costs. Host agrees to an adjustment in the then applicable and future prices such that the new prices compensate Provider for the total cost increase or compensates Host for the total cost decrease arising from the Change in Law and said adjustment will remain in effect for as long as the costs arising from the Change in Law continue to affect Provider's cost of services; provided, however any such increase or decrease shall be no greater than ten percent (10%) of the prices set forth in Exhibit A for the Term of this Agreement.

19. PROVIDER DEFAULT AND HOST REMEDIES.

(a) Provider Events of Default. Provider shall be in default of this Agreement if any of the following (“Provider Events of Default”) shall occur:

(i) Misrepresentation. Any representation or warranty by Provider is incorrect or incomplete in any material way, or omits to include any information necessary to make such representation or warranty not materially misleading, and such defect is not cured within thirty (30) days after receipt of written notice from Host identifying the defect.

(ii) Abandonment During Installation. After commencement of installation of the Project, Provider abandons installation of the Project for thirty (30) days and fails to resume installation within thirty (30) days after receipt of notice from Host stating that, in Host’s reasonable determination, Provider has abandoned installation of the Project.

(iii) Failure to Operate. After the Commercial Operation Date, Provider fails to operate the Project for a period of 90 days which failure is not due to equipment failure, or damage to the Project, act of governmental authority, or exercise of Provider’s rights under this Agreement, or otherwise excused by the provisions of Section 17(b) (relating to Force Majeure Events), and Provider fails to resume operation within thirty (30) days after receipt of notice from Host stating that, in Host’s reasonable determination, Provider has ceased operation of the Project for a period of ninety (90) consecutive days, provided, however, that such thirty (30) day cure period shall be extended by the number of calendar days during which Provider is prevented, through no fault of its own, from taking curative action if Provider had begun curative action and was proceeding diligently, using commercially reasonable efforts, to complete such curative action.

(iv) Obligation Failure. Provider fails to perform any obligation hereunder, such failure is material, such failure is not excused by the provisions of Section 17(b) (relating to Force Majeure Events), and such failure is not cured within: (A) ten (10) days if the failure involves a failure to make payment when due or maintain required insurance; or (B) sixty (60) days if the failure involves an obligation other than payment or the maintenance of insurance, after receipt of notice from Host identifying the failure.

(v) Insolvency. Provider (A) applies for or consents to the appointment, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or a substantial portion of its property; (B) admits in writing its inability, or is generally unable, to pay its debts as such debts become due; (C) makes a general assignment for the benefit of its creditors; (D) commences a voluntary case under any bankruptcy law; (E) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) acquiesces in, or fails to contest in a timely manner, any petition filed against Provider in an involuntary case under bankruptcy law or seeking to dissolve Provider under other Applicable Law and such petition is not dismissed within 90 days; or (G) takes any action authorizing its dissolution.

(vi) Provider has an Event of Default which results in termination under the Lease.

(b) Financing Party Opportunity to Cure; Host Remedies. Subject to the right of the Financing Party to cure a Provider Event of Default, as set forth in Section 21, upon a Provider Event of Default, if Provider or Financing Party does not cure such Provider Event of Default in accordance with the terms hereof, Host may terminate this Agreement, seek to recover damages for costs of replacement electricity and pursue any and all other remedies available at law or equity.

20. HOST DEFAULT AND PROVIDER REMEDIES.

(a) Host Events of Default. Host shall be in default of this Agreement if any of the following (“Host Events of Default”) shall occur:

(i) Misrepresentation. Any representation or warranty by Host under Section 16, is incorrect or incomplete in any material way, or omits to include any information necessary to make such representation or warranty not materially misleading, and such defect is not cured within 30 calendar days after receipt of written notice from Provider identifying the defect.

(ii) Obstruction. Host (i) obstructs commencement of installation of the Project; (ii) fails to take any reasonable actions required by this Agreement or requested by Provider that are necessary for the interconnection of the Project; or (iii) fails to take electric energy produced by the Project; and, in any of these circumstances, fails to correct such action or inaction, as the case may be, within fifteen (15) Business Days after receipt of written notice from Provider with respect to such act or omission.

(iii) Payment Failure. Host fails to make any undisputed payment due under the terms of this Agreement, and fails to make such payment within ten (10) Business Days after receipt of notice thereof from Provider.

(iv) Obligation Failure. Host fails to perform any obligation hereunder, such failure is material, such failure is not excused by the provisions of Section 17(b) (relating to Force Majeure Events), and such failure is not cured within: (A) ten (10) Business Days if the failure involves a failure to maintain required insurance; or (B) sixty (60) calendar days if the failure involves an obligation other than payment or the maintenance of insurance, after receipt of notice from Provider identifying the failure.

(v) Insolvency. Host (A) applies for or consents to the appointment, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or a substantial portion of its property; (B) admits in writing its inability, or be generally unable, to pay its debts as such debts become due; (C) makes a general assignment for the benefit of its creditors; (D) commences a voluntary case under any bankruptcy law; (E) files a petition seeking to take advantage of any other law relating to bankruptcy,

insolvency, reorganization, winding up, or composition or readjustment of debts; (F) acquiesces in, or fails to contest in a timely manner, any petition filed against Host in an involuntary case under bankruptcy law or seeking to dissolve Host under other Applicable Law; or (G) takes any action authorizing its dissolution.

(vi) Host has an Event of Default which results in termination under the Lease.

(b) Default Damages. Upon a Host Event of Default, Provider will require Host to pay to Provider the Early Termination Amount, whereupon this Agreement shall terminate immediately. Alternatively, if Host does not pay to Provider the Early Termination Amount within 180 days of such request from Provider, Provider may elect to sell electricity produced by the Project to persons other than Host, and recover from Host any loss in revenues resulting from such sales (to the extent permitted by law); and/or pursue other remedies available at law or in equity. If necessary to sell electricity to persons other than Host, Host shall allow Provider to add a new meter dedicated to the solar Project, change the point of interconnection, and/or will support Provider with necessary approvals to change the Schedule Z. After Provider's receipt of such Early Termination Amount or an amount equivalent collected in sales of electricity to persons other than Host pursuant to this Section 20(b), Provider shall collect no additional damages resulting from lost revenues from sales of electricity from the Project.

(c) Survival of Lease, Access Rights and Easement. Upon a Host Event of Default, unless Host pays the Early Termination Amount to Provider in full thus terminating this PPA, Provider may, in its exercise of remedies pursuant to Section 20(b), make continued use of, and Host may not terminate the Lease. Provider shall not be obligated to pay any rent or other consideration for the use of such rights or interests until such time that Provider recovers an amount equivalent to the Early Termination Amount in sales of electricity to persons other than Host in accordance with Section 21(b), above. Thereafter, Provider shall decommission and remove the System.

21. COLLATERAL ASSIGNMENT, FINANCING PROVISIONS.

(a) Financing Arrangements. Provider shall not sell, transfer or assign (collectively, an "Assignment") this Agreement or any interest therein, without the prior written consent of Host, provided, however that Provider may sell, transfer or assign this Agreement or any interest therein to its affiliates. Additionally, Provider may, without the prior written consent of Host, mortgage, pledge, grant security interests, assign, or otherwise encumber its interests in this Agreement to any persons providing debt or equity financing for the Project. Further, Host acknowledges that Provider may obtain construction financing for the Project from a third party and that Provider may either obtain term financing secured by the Project or sell or assign the Project to a Financing Party or may arrange other financing accommodations from one or more financial institutions and may from time to time refinance, or exercise purchase options under, such transactions. Host acknowledges that in connection with such transactions Provider may secure Provider's obligations by, among other collateral, an assignment of this Agreement and a first security interest in the Project. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any lender or lessor, as applicable, Host agrees as follows:

(i) Consent to Sale and to Collateral Assignment. Host hereby consents to both the sale of the Project to a Financing Party and the collateral assignment to the Financing Party of the Provider's right, title and interest in and to this Agreement provided that Host shall remain fully liable for its obligations under this Agreement and the Lease.

(ii) Rights of Financing Party. Notwithstanding any contrary term of this Agreement:

(A) Step-In Rights. The Financing Party, as owner of the Project, or as collateral assignee of this Agreement, shall be entitled to exercise, in the place and stead of Provider, any and all rights and remedies of Provider under this Agreement in accordance with the terms of this Agreement. The Financing Party shall also be entitled to exercise all rights and remedies of owners or secured parties, respectively, generally with respect to this Agreement and the Project;

(B) Opportunity to Cure Default. The Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Provider hereunder or cause to be cured any default of Provider hereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Financing Party to cure any default of Provider under this Agreement or (unless the Financing Party has succeeded to Provider's interests under this Agreement or has otherwise assumed Provider's obligations) to perform any act, duty or obligation of Provider under this Agreement, but Host hereby gives it the option to do so;

(C) Exercise of Remedies. Upon the exercise of remedies, including any sale of the Project by the Financing Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Provider to the Financing Party (or any assignee of the Financing Party as defined below) in lieu thereof, the Financing Party shall give written notice to Host of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement;

(D) Cure of Bankruptcy Rejection. Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Provider under the United States Bankruptcy Code, at the request of Financing Party made within ninety (90) days of such termination or rejection, Host shall enter into a new agreement with Financing Party or its assignee having substantially the same terms and conditions as this Agreement.

(iii) Right to Cure.

(A) Cure Period. Host will not exercise any right to terminate or suspend this Agreement unless it shall have given the Financing Party a copy of

Host's prior written notice to Provider of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the condition giving rise to such right, and the Financing Party shall not have caused to be cured the condition giving rise to the right of termination or suspension within sixty (60) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such Provider default reasonably cannot be cured by the Financing Party within such period and the Financing Party commences and diligently and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed an additional sixty (60) days. The Parties' respective obligations will otherwise remain in effect during any cure period.

(B) Continuation of Agreement. If the Financing Party or its assignee (including any purchaser or transferee), pursuant to an exercise of remedies by the Financing Party, shall acquire title to or control of Provider's assets and shall, within the applicable time periods described in Section 21(a)(iii)(A) above, cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third person or entity then such Person shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect. If the Financing Party notified Host in writing within such sixty (60) day period that it must foreclose on Provider's Interest or otherwise take possession of Provider's interest under this Agreement in order to cure the default (the "**Foreclosure Notice**"), the Host shall not terminate this Agreement and shall permit the Financing Party a reasonable period of time, which shall be outlined in the Foreclosure Notice, as may be necessary for such Financing Party, with the exercise of due diligence, to foreclose or acquire Provider's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements of Provider under this Agreement and the Lease.

(b) Financing Party a Third Party Beneficiary. Host agrees and acknowledges that Financing Party is a third party beneficiary of the provisions of this Section 21.

(c) Entry to Consent to Assignment. Host agrees to (i) execute any reasonable consents to assignment or acknowledgements and (ii) provide such opinions of counsel as may be reasonably requested by Provider and/or Financing Party in connection with such financing or sale of the Project. Provider shall reimburse Host's reasonable legal costs in connection with the review of any such consent documents or opinions provided up to \$2000.00 .

22. LIMITATIONS ON DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR THE LEASE, AND EXCEPT AS PROVIDED IN THIS AGREEMENT IN SECTIONS 10, 19(B) AND 20(B), NEITHER PARTY NOR ANY OF ITS INDEMNIFIED PERSONS SHALL BE LIABLE TO THE OTHER PARTY OR ITS INDEMNIFIED PERSONS FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES, ARISING OUT

OF OR IN CONNECTION WITH THIS AGREEMENT. FOR GREATER CLARITY, IT IS AGREED BY THE PARTIES THAT THE EARLY TERMINATION PAYMENT AND ANY PAYMENT BY HOST SPECIFICALLY ADDRESSED HEREIN, INCLUDING WITHOUT LIMITATION, UNDER SECTION 10, ARE CONSIDERED DIRECT DAMAGES. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED IN THIS AGREEMENT, THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER DAMAGES ARE HEREBY WAIVED.

Notwithstanding anything to the contrary, Provider's total combined liability to Host under this Agreement and the Lease (whether due to breach of contract, negligence, strict liability or any other cause) shall not exceed, for all claims, a total amount of Provider's commercial general liability policy limit (combined single limit); provided that claims by Host for indemnity related to third-party claims as provided under Section 15(a) shall not be subject to such limit.

23. DISPUTE RESOLUTION.

(a) Negotiation Period. The Parties shall negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to this Agreement (a "**Dispute**") within 30 days after the date that a Party gives written notice of such Dispute to the other Party, except that a Party may seek injunctive relief to prevent irreparable harm without first proceeding or completing any dispute resolution proceedings.

(b) Jurisdiction, Venue, and Jury Trials. If despite the efforts, if any, to negotiate, the Parties do not resolve the Dispute within the negotiation period described above, then each Party irrevocably consents to the exclusive jurisdiction of the state and federal courts sitting in Massachusetts, in connection with any action related to the Dispute. Each Party agrees that process may be served upon it in any manner authorized by such courts and that it waives all objections which it might otherwise have to such jurisdiction and process. Further, each Party irrevocably waives all of its rights to a trial by jury with respect to any such action.

(c) Survival of Dispute Provisions. The provisions of this Section 23 and Section 25 shall survive any termination of this Agreement and shall apply (except as provided herein) to any disputes arising out of this Agreement.

24. NOTICES.

Delivery of Notices. All notices or other communications which may be or are required to be given by any Party to any other Party pursuant to this Agreement shall be in writing and shall be either (i) delivered by hand; (ii) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid; (iii) delivered by a recognized overnight or personal delivery service; transmitted by email if receipt of such transmission by email is specifically acknowledged by the recipient (automatic responses not being sufficient for acknowledgement), addressed as follows:

If to Host:

Town of Falmouth
59 Town Hall Sq.
Falmouth, MA 02540
Attention: Stephanie Madsen
Email: stephanie.madsen@falmouthma.gov

If to Provider:

Solect Energy Development LLC
89 Hayden Rowe Street
Hopkinton, Massachusetts 01748
Attention: Legal Notices
Email: legal@solect.com

Notices shall be effective when delivered (or in the case of email, when acknowledged by the recipient) in accordance with the foregoing provisions, whether or not (except in the case of email transmission) accepted by, or on behalf of, the Party to whom the notice is sent.

Each Party may designate by Notice in accordance with this section to the other Party a new address to which any notice may thereafter be given.

25. MISCELLANEOUS.

(a) Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of law, and including principles of good faith and fair dealing that will apply to all dealings under this Agreement.

(b) Rules of Interpretation. Section headings are for convenience only and shall not affect the interpretation of this Agreement. References to sections are, unless the context otherwise requires, references to sections of this Agreement. The words “hereto”, “hereof” and “hereunder” shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The word “person” shall include individuals; partnerships; corporate bodies (including but not limited to corporations, limited partnerships and limited liability companies); non-profit corporations or associations; governmental bodies and agencies; and regulated utilities. The word “including” shall be deemed to be followed by the words “without limitation”. In the event of any conflict between the text of this Agreement and the contents of an exhibit hereto, the text of this Agreement shall govern.

(c) Severability. If any non-material part of this Agreement is held to be unenforceable, the rest of the Agreement will continue in effect. If a material provision is determined to be unenforceable and the Party which would have been benefited by the provision does not waive its unenforceability, then the Parties shall negotiate in good faith to amend the Agreement to restore to the Party that was the beneficiary of such unenforceable provision the

benefits of such provision. If the Parties are unable to agree upon an amendment that restores the Party's benefits, the matter shall be resolved under Section 23, and the court will modify the unenforceable provision in order to restore to the Party that was the beneficiary of the unenforceable provision the economic benefits of such provision.

(d) Amendment and Waiver. This Agreement may only be amended by a writing signed by both Parties. Any waiver of any of the terms hereof shall be enforceable only to the extent it is waived in a writing signed by the Party against whom the waiver is sought to be enforced. Any waiver shall be effective only for the particular event for which it is issued and shall not constitute a waiver of a subsequent occurrence of the waived event nor constitute a waiver of any other provision hereof, at the same time or subsequently.

(e) Assignment. Except as provided in Section 21(a), neither Party may assign, sell, transfer or in any other way convey its rights, duties or obligations under this Agreement, either in whole or in part, without the prior written consent of the other Party which consent shall not be unreasonably withheld or delayed, except that without consent of Host, Provider (i) may assign its rights and obligations hereunder to an Affiliate of Provider and (ii) may sell or collaterally assign this Agreement in accordance with Section 21. For purposes of this Section 25(e), transfer does not include any sale of all or substantially all of the assets of Provider or Host or any merger of Provider or Host with another person, whether or not Provider or Host is the surviving entity from such merger, or any other change in control of Provider or Host, provided any such surviving entity assumes all obligations of Provider or Host, as appropriate, under this Agreement.

(f) No Joint Venture. This Agreement does not create a joint venture, partnership or other form of business association between the Parties.

(g) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of signature by fax, or scan delivered by email, receipt acknowledged, or electronic signature are effective to bind a Party hereto.

(h) Relation of the Parties. The relationship between Provider and Host shall not be that of partners, agents, or joint ventures for one another, and nothing contained in the Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. Provider and Host, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

(i) CORI. With respect to Projects to be installed at Massachusetts public schools, the Host shall have the right to conduct a check of the Criminal Offender Record Information (CORI) maintained by the Massachusetts Criminal History Board, and the Massachusetts Sex Offender Record Information (SORI) maintained by the Massachusetts Sex Offender Registry Board, for any officer or employee of the Provider or of a subcontractor of the Provider who will work at the Premises. Notwithstanding any other provision of the Agreement, the Host may refuse to allow any such employee to work on the project if the Host, in its sole discretion, determines that such employee is not suitable for work on the project based on the results of such CORI or SORI. The

Host shall keep such information in a confidential file. With respect to Projects to be installed at public schools in other states, similar criminal offender and sex offender information maintained by the state shall apply, and Host shall have discretion regarding employment of such registered offenders.

(j) Notwithstanding anything in this Agreement to the contrary, Host shall have no obligation to assign to Provider any right or interest which gives the Provider greater rights or interests in the Premises or any other property owned or controlled by the Host than the rights and interests contemplated in this Agreement.

(k) Nothing in this Agreement or the Lease is intended, and nothing shall operate, to waive any of the rights, remedies, defenses and immunities afforded Host, as a municipality, under M.G.L. c. 258, all of which rights, remedies, defenses and immunities Host hereby reserves.

(rest of page left blank intentionally – signatures appear on next page)

IN WITNESS WHEREOF, intending to be legally bound hereby, Provider and Host have executed this Power Purchase Agreement as of the date first set forth above.

Solect Energy Development LLC, a Massachusetts limited liability company

By:  _____

Name (printed): James R. Dumas

Title: CFO, an Authorized Signatory

Date: February 14, 2025

Town of Falmouth, MA

By: _____

Name (printed): Michael Renshaw

Title: Town Manager

Date: _____

GLOSSARY OF TERMS

“Access Rights” means the rights more fully described in the Lease for Provider and its designees, including Installer, to enter upon and cross the Site to install, operate, maintain, repair and remove the Project, and to interconnect the Project with the Local Electric Utility and to provide water, electric and other services to the Project.

“Affiliate” means, as to any Person, any other Person which, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, “control” of a Person means the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person whether by contract or otherwise.

“Agreement” means this Power Purchase Agreement, including all exhibits attached hereto, as the same may be amended from time to time in accordance with the provisions hereof.

“Applicable Law” means any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, or guideline issued by a Governmental Authority that is applicable to a Party to this Agreement or the transaction described herein. Applicable Law also includes an approval, consent or requirement of any Governmental Authority having jurisdiction over such Party or its property, enforceable at law or in equity.

“Applicable Solar Program” means the state laws, rules, and regulations that govern the solar incentives, rights and obligations (e.g., SMART), as may be amended from time to time, by the authorities having legal jurisdiction where the Project will be installed and where the benefits will be realized.

“Avoided Energy Price” means the rate, expressed in \$/kWh, set forth in Exhibit A for purposes of calculating any credits owed to Host pursuant to Section 5(b). The Year 1 Avoided Energy Price shall be the average applicable tariff rate per kWh, at the time of execution of the Power Purchase Agreement, that Host would have paid for full requirements delivered electric service (which shall include energy-related charges such as delivery, service, distribution, or taxes, but excluding demand and other related charges) from its Local Electric Utility, with a 3% annual escalation rate applied to each subsequent Guarantee Year.

“Business Day” means a day other than Saturday, Sunday, or other day on which commercial banks in Massachusetts are authorized or required by law to be closed.

“Capacity Value” means such capacity value as determined by market rules established by ISO-NE. Provider is the owner of the capacity value of the Project and shall have the right to participate in ISO-NE’s Forward Capacity market at their discretion through an aggregator or as an ISO-NE Market Participant. The Provider shall sell the capacity of the Project into the Forward Capacity Market by the later of twelve (12) months from the Commercial Operation Date or the first date available to participate in the Forward Capacity Auction; if not, the Provider relinquishes ownership of the Capacity Value of the Project to the Host.

“Change in Law” means that after the date of this Agreement, an Applicable Law is amended, modified, nullified, suspended, repealed, found unconstitutional or unlawful, or changed or affected in any material respect by any Applicable Law. Change in Law does not include changes in federal or state income tax laws. Change in Law does include material changes in the interpretation of an Applicable Law.

“Commercial Operation Date” means the date, which shall be specified by Provider to Host pursuant to Section 4(d), when the Project is physically complete and has successfully completed all performance tests and satisfies the interconnection requirements of the Local Electric Utility.

“Confidential Information” means information of a confidential or proprietary nature, whether or not specifically marked as confidential. Such information shall include, but not be limited to, any documentation, records, listing, notes, data, computer disks, files or records, memoranda, designs, financial models, accounts, reference materials, trade-secrets, prices, strategic partners, marketing plans, strategic or other plans, financial analyses, customer names or lists, Project opportunities and the like, provided however that Confidential Information does not include information which (i) was in the possession of the receiving Party before receipt from the disclosing Party; (ii) is or becomes publicly available other than as a result of unauthorized disclosure by the receiving Party; (iii) is received by the receiving Party from a third party not known by the receiving Party with the exercise of reasonable diligence to be under an obligation of confidentiality respecting the information; or (iv) is independently developed by the receiving Party without reference to information provided by the disclosing Party; or, if applicable (v) is the subject of a lawful disclosure request under the Public Records Law, M.G.L. c.66, §10 or any other applicable public disclosure laws governing Host.

“Construction Start Date” means sixty (60) days after the later of the Effective Date or receipt of (i) executed interconnection agreement for the Project and (ii) all permits, which shall be extended day-by-day for Force Majeure Events.

“Delay Liquidated Damages” means the daily payment of (i) \$0.250/day/kW, not to exceed \$15/kW in the aggregate, if Provider fails to achieve the Commercial Operation Date by the Guaranteed Commercial Operation Date in accordance with and subject to Section 2(e).

“Dispute” means a controversy or claim arising out of or relating to this Agreement.

“Early Termination Amount” (a) for terminations occurring after the first to occur of transfer of the Project to a Financing Party or the Commercial Operation Date, means an amount determined in accordance with Exhibit B, as of the applicable anniversary date set forth thereon, which includes all lost revenues from the sale or utilization of electrical energy, Environmental Attributes, or Tax Attributes, provided however, (b) in the event Host becomes liable for payment of the Early Termination Amount prior to the first to occur of the events listed in (a), Host shall instead pay to Provider a termination payment equal to the sum of the following, not to exceed the Early Termination Amount for Year 1 set forth in Exhibit B: (1) all fees, costs and expenses reasonably incurred which are either paid by Provider, or which Provider is obligated to pay and does pay, to third parties for permits, interconnection application fees and studies,

SMART incentives and other Governmental Authority and Utility approvals; and (2) all fees, costs and expenses reasonably incurred which are either paid by Provider, or which Provider is obligated to pay and does pay, to subcontractors and suppliers as of the termination date for design, engineering and procurement of equipment and other materials included in the Project, including any battery energy storage system and including the expenses and cancellation charges reasonably incurred and paid by Provider in termination of contracts and purchase orders pertaining to the System and the Installation Work; and (3) charges for Provider's internal engineering manpower and materials reasonably expended developing the Project up to the termination date based on Provider's labor rate sheet attached hereto as Exhibit H, which may be reasonably adjusted for inflation (in writing) on an annual basis, and, in the case of the costs described in sub-clauses (1) and (2) only, plus an amount equal to eighteen percent (18%) of such costs.

"Effective Date" shall have the meaning assigned to such term in the recitals.

"Electric Service Provider" means any person, including the Local Electric Utility, authorized by the Commonwealth of Massachusetts to provide electric energy and related services to retail users of electricity in the area in which the Site is located.

"Environmental Attributes" means Renewable Energy Certificates, carbon trading credits, emissions reductions credits, emissions allowances, green tags, Green-e certifications, or other entitlements, certificates, products, or valuations attributed to the Project and its displacement of conventional energy generation, or any other entitlement pursuant to any federal, state, or local program applicable to renewable energy sources, whether legislative or regulatory in origin, as amended from time to time, and excluding, for the avoidance of doubt, any Tax Attributes and the Applicable Solar Program.

"Estimated Annual Production" means the annual estimate of electricity generated by the Project for any given year. The Estimated Annual Production for each year of the Term is set forth in Exhibit F.

"Expiration Date" means the date on which the Agreement terminates by reason of expiration of the Term.

"Fair Market Value" means the price that would be paid in an arm's length, free market transaction, in cash, between an informed, willing seller and an informed, willing buyer (who is neither a lessee in possession nor a used equipment or scrap dealer), neither of whom is under compulsion to complete the transaction, taking into account, among other things, the age and performance of the Project and advances in solar technology, provided that installed equipment shall be valued on an installed basis and costs of removal from a current location shall not be a deduction from the valuation.

"Financing Party" means a Project Lessor or Lender.

"Force Majeure Event" means any act or event that prevents the affected Party from performing its obligations in accordance with this Agreement, if such act or event is beyond the

reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing, Force Majeure Event may include but are not limited to the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, declared state of emergency or public health emergency, pandemic, government mandated quarantine or travel ban, epidemic, terrorist acts, or rebellion; (iv) acts or omissions of Governmental Authorities, including the Local Electric Utility to the extent not caused by the action or inaction of Provider; and (v) strikes or labor disputes (except involving employees of the affected Party). Force Majeure Events shall not include equipment failures or acts or omissions of agents, suppliers or subcontractors, except to the extent such acts or omissions arise from a Force Majeure Event. Changes in prices for electricity shall not constitute Force Majeure Events.

“Governmental Authority” means any international, national, federal, provincial, state, municipal, county, regional or local government, administrative, judicial or regulatory entity operating under any Applicable Laws and includes any department, commission, bureau, board, administrative agency or regulatory body of any government.

“Guaranteed Commercial Operation Date” means 270 days from the Construction Start Date, which shall be extended day-by-day for Force Majeure Events and for other events outside of Provider’s reasonable control.

“Hazardous Materials” means all hazardous or toxic substances, wastes or other pollutants, including petroleum, petroleum hydrocarbons or petroleum products, petroleum by-products, radioactive materials, asbestos or asbestos-containing materials, gasoline, diesel fuel, pesticides, radon, urea formaldehyde, lead or lead-containing materials, polychlorinated biphenyls; and any other chemicals, materials, substances or wastes in any amount or concentration which are now included in the definition of “hazardous substances,” “hazardous materials,” “hazardous wastes,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” “pollutants,” “regulated substances,” “solid wastes,” or “contaminants” or words of similar import, under any Applicable Law, including, but not limited to 40 CFR part 261.3 and M.G.L. c. 21C, § 2.

“Host” means the entity identified as Host in the recitals, and all successors and assigns.

“Indemnified Person” means the person who asserts a right to indemnification under Section 15.

“Indemnifying Party” means the Party who has the indemnification obligation under Section 15 to the Indemnified Person.

“Initial Period” has the meaning provided in Section 2.

“Installation Work” means the construction and installation of the Project and the start-up, testing and acceptance (but not the operations and maintenance) thereof, all performed by or for Provider at the Premises.

“Installer” means Solect Energy Development, LLC, the person designated by Provider to install the Project on the Premises.

“Land Registry” means the office where real estate records for the Site are customarily filed.

“Lease” has the meaning provided in the Recitals hereof.

“Lender” means persons providing construction or permanent financing to Provider in connection with installation of the Project.

“Liens” has the meaning provided in Section 8(c).

“Local Electric Utility” means the entity authorized and required under Applicable Law to provide electric distribution service to Host at the Site.

“Losses” means any and all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs, and expenses (including all attorney’s fees and other costs and expenses incurred in defending any such claims or matters or in asserting or enforcing any indemnity obligation by the Party experiencing or incurring such Losses).

“Net Metering” means the process of measuring the difference between electricity delivered by a Local Electric Utility to a customer and electricity generated by a solar system and fed back to the Local Electric Utility, as set forth in Applicable Law.

“Net Metering Credit” shall mean the monetary value of the excess electricity generated by a Project, and credited to the Host by the Local Electric Utility, as set forth in Applicable Law.

“Operations Period” has the meaning provided in Section 2.

“Operations Year” means a twelve month period beginning at 12:00 am on an anniversary of the Commercial Operations Date and ending at 11:59 pm on the day immediately preceding the next anniversary of the Commercial Operations Date, provided that the first Operations Year shall begin on the Commercial Operations Date.

“Party” means either Host or Provider, as the context shall indicate, and “Parties” means both Host and Provider, collectively.

“Point of Delivery” has the meaning set forth in Section 5(a) and Exhibit E.

“Premises” means the portions of the Site described on Exhibit D.

“Production Excess” has the meaning set forth in Section 7(b)(i).

“Project” means an integrated system for the generation of electricity from solar energy consisting of the photovoltaic panels and associated equipment to be installed on each of the Premises in accordance with this Agreement.

“Project Lessor” means, if applicable, any Person to whom Provider transferred the ownership interest in the Project, subject to a leaseback of the Project from such Person.

“Provider” means Solect Energy Development LLC.

“Relocation Event” means the relocation of the Project, starting at the shutdown of the Project pursuant to such relocation, and ending at the commercial operation of the Project when such relocated Project is reinstalled at a new location, as determined by the Provider in its reasonable discretion.

“Renewable Energy Certificate” or “REC” means a certificate, credit, allowance, green tag, or other transferable indicia, howsoever entitled, created by an applicable program or certification authority indicating generation of a particular quantity of energy, or product associated with the generation of a megawatt-hour (MWh) from a renewable energy source by a renewable energy Project.

“SMART Incentive Payment Effective Date” means the date on which the SMART incentive payment becomes effective as determined by the Local Electric Utility.

“Site” means the real property described on Exhibit C attached hereto.

“Tax Attributes” means the investment tax credits (including any grants or payments in lieu thereof) and any tax deductions or other benefits under the Internal Revenue Code or applicable federal, state, or local law available as a result of the ownership and operation of the Project or the output generated by the Project (including, without limitation, tax credits (including any grants or payments in lieu thereof) and accelerated and/or bonus depreciation.)

“Term” shall have the meaning provided in Section 2 hereof.

EXHIBIT A

ENERGY PURCHASE PRICES

The PPA \$/kWh rates set forth in this Exhibit A are dependent on Provider's good faith assumptions around the Pricing Elements set forth below, and are in accordance with the rules of the PowerOptions Solar and Storage Program. The actual SMART Incentive Payment Rate will be established upon receipt of the SMART Statement of Qualification from Massachusetts Department of Energy Resources. Upon receipt of the Statement of Qualifications, Provider shall forward a copy to Host.

SMART Block	SMART Incentive	PPA Rate
8	0.04921	0.1525

Assumptions around Pricing Elements:

- Prices shown include Eversource Construction Improvement Project (CIP) fees as identified in the Eversource Interconnection Application.
- PPA Rate assumes Project is exempt from personal property tax.
- Prices shown do not include costs required to comply with additional site work, stormwater management infrastructure, environmental compliance or remediation, or Orders of Conditions, as required by local AHJ (i.e. Planning Board, Conservation Commissions).
- The location of this project is identified as an Energy Community by the U.S Treasury and as such is eligible for a 40% Federal Investment Tax Credit (ITC). The ITC amount will reflect the calendar year in which installation begins.

Variations:

Should the actual values of the Pricing Elements materially differ from the assumed values, Provider will prepare a Final PPA Rate in accordance with the rules of the PowerOptions Solar plus Storage program. Such Final PPA Rate will be provided to Host no later than 20 days prior to the Construction Start Date, and shall automatically take effect provided such Final PPA Rate does not exceed a Maximum PPA Rate of: \$0.1840 unless the parties have reached agreement on a Final PPA Rate that exceeds the Maximum PPA Rate as determined pursuant to the process described below.

If, upon receipt of all documentation necessary to establish a Final PPA Rate, the Provider determines that the Final PPA Rate exceeds the Maximum PPA Rate, the parties will cooperate in good faith to negotiate a PPA Rate acceptable to both parties. If, after fifteen (15) days, the Parties are not able to agree on an acceptable PPA Rate, Provider may, in its sole discretion, elect to (i) continue performance under this Agreement with the PPA Rate equal to the Maximum PPA Rate, or (ii) terminate this Agreement upon ten (10) days' written notice to Host. Upon a termination hereunder, Host shall, to the extent permitted by law, reimburse Provider for

Provider's direct costs incurred in performing under this Agreement between the Effective Date and the date of such termination.

AVOIDED ENERGY PRICE

The following table sets forth the "Avoided Energy Price" for purposes of calculating the amount on any credit due to the Host under the Performance Guarantee in Section 5(b), with a 2% annual escalation rate.

Guarantee Year	Avoided Energy Price per kWh
1	0.18400
2	0.18860
3	0.19332
4	0.19815
5	0.20310
6	0.20818
7	0.21338
8	0.21872
9	0.22419
10	0.22979
11	0.23554
12	0.24142
13	0.24746
14	0.25365
15	0.25999
16	0.26649
17	0.27315
18	0.27998
19	0.28698
20	0.29415
21	0.30151
22	0.30904
23	0.31677
24	0.32469
25	0.33281

EXHIBIT A-1
PILOT AMOUNTS

N/A

EXHIBIT B

Early Termination Amounts are calculated to achieve the same net present value for the investor as if early termination had not happened and the project went to full term.

Subject to final PPA Prices in Exhibit A
EARLY TERMINATION AMOUNTS

Year	Early Termination Amount	Early Purchase
1	\$617,733	N/A
2	\$562,145	N/A
3	\$506,264	N/A
4	\$494,105	N/A
5	\$437,597	N/A
6	\$380,754	N/A
7	\$323,558	\$255,881
8	\$310,021	N/A
9	\$296,098	N/A
10	\$281,771	\$207,819
11	\$268,067	N/A
12	\$253,982	N/A
13	\$239,499	N/A
14	\$224,598	N/A
15	\$213,966	\$128,235
16	\$203,041	N/A
17	\$191,816	N/A
18	\$180,277	N/A
19	\$168,411	N/A
20	\$156,203	\$56,817
21	\$148,440	N/A
22	\$140,469	N/A
23	\$132,282	N/A
24	\$123,867	N/A
25	\$127,223	N/A

EXHIBIT C

DESCRIPTION OF SITE

**Property Address: Long Pond Water Treatment Plant
650 Gifford Street, Falmouth, MA 02540**

The land, together with the building, structures and improvements thereon, located at 650 Gifford Street, Falmouth, Massachusetts and known as the Long Pond Water Treatment Plant, described in that certain warranty deed from Amelia H. Lawrence and Thomas H. Lawrence, formerly Thomas H. Lawrence, Jr., to the Town of Falmouth, dated June 11, 1932 and recorded June 21, 1932 with the Barnstable County Registry of Deeds in Book 489, Page 144, which deed is incorporated herein by reference as if fully set forth herein.

EXHIBIT E

DESCRIPTION OF PROJECT

Point of Delivery is the Local Electric Utility's meter.

DESCRIPTION OF MAJOR PROJECT EQUIPMENT

<u>Product</u>	<u>Quantity</u>
Hanwha Q Peak Duo XL - 480 W Solar Panels or equivalent	328
SolarEdge SE 120 kWAC Inverters or equivalent	1
SolarEdge Optimizers or equivalent	164
Solar Racking System	1
Balance of System	

Equipment list may change during the course of the Project

EXHIBIT F

ESTIMATED ANNUAL PRODUCTION

Estimated Annual Production commencing on the Commercial Operation Date with respect to Project under the Agreement shall be as follows:

Year	Estimated Annual Production
1	183,481
2	182,471
3	181,468
4	180,470
5	179,477
6	178,490
7	177,508
8	176,532
9	175,561
10	174,596
11	173,635
12	172,680
13	171,731
14	170,786
15	169,847
16	168,913
17	167,984
18	167,060
19	166,141
20	165,227
21	164,318
22	163,415
23	162,516
24	161,622
25	160,733

The values set forth in the table above are estimates (and not guarantees), of approximately how many kWhs are expected to be generated annually by the Project.

EXHIBIT G

INSURANCE REQUIREMENTS

1. General Liability

(a) Both Host and Provider will have a minimum level of commercial general liability insurance for the term of the Power Purchase Agreement of one million dollars (\$1,000,000) for each occurrence, and three million dollars (\$3,000,000) in the aggregate. Insurance coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage “occurrence” form, with no coverage deletions.

(b) Both the Host and Provider general liability insurance coverage shall:

(i) Be endorsed to specify that the Provider’s and Host’s insurance is primary and that any insurance or self-insurance maintained by the Local Electric Utility shall not contribute with it.

2. Workers’ Compensation

Both Host and Provider will have Workers’ Compensation insurance indicating compliance with any applicable labor codes, acts, laws or statutes, state or federal, at the Site where the work is performed. Employers’ Liability insurance shall not be less than \$1,000,000 for injury or death each accident.

3. Property Loss

Provider shall carry adequate property loss insurance on the Project which need not be covered by the Host’s property coverage. The amount and terms of insurance coverage will be determined at Provider’s sole discretion.

4. Automobile Liability

Provider shall have Automobile Liability covering any automobile (including owned, hired, and non-owned) for the Term in the amount of one million dollars (\$1,000,000) each accident combined single limit.

5. Pollution Liability

Provider shall have and maintain Pollution Liability for bodily injury and property damage resulting from liability arising out of pollution related exposures. The insurance policy shall cover the liability of the Provider and shall include coverage for on-site and off-site bodily injury and loss of, damage to or loss of use of property, directly or indirectly arising out of the

discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gas, waste materials or other irritants, contaminants or pollutants into or upon the land, the atmosphere or any water course or body of water, whether it be gradual or sudden and accidental. The policy shall also include defense and clean-up costs.

6. Umbrella or Excess Liability

Provider shall carry umbrella or excess liability insurance on an occurrence basis covering claims (on at least a following form basis) in excess of the underlying insurance for General Liability, Automobile Liability, and Employers' Liability with a limit per occurrence of one million dollars (\$1,000,000) and two million dollars (\$2,000,000) in the aggregate. The amounts of insurance required for General Liability, Automobile Liability, Employers' Liability and Excess Liability may be satisfied by Provider purchasing coverage in the amounts specified or by any combination of primary and excess insurance, so long as the total amount of insurance meets the requirements specified above.

7. Additional Insurance Provisions

The parties shall furnish each other with certificates of insurance and endorsements of all required insurance, as may be reasonably requested, including for purposes of compliance with any legal or regulatory authority or Local Electric Utility affecting the Premises or operation of the Project. Insurance required by the Local Electric Utility shall not be canceled except after (30) days prior written notice has been given to the Local Electric Utility. The Host shall be named as additional insured on Provider's General Liability, Automobile Liability, Pollution Liability, and Umbrella or Excess Liability policies.

8. Additional Installation Contractor Requirements

Installation contractors will have valid commercial general liability, workers compensation, business auto insurance, and umbrella or excess insurance as follows:

- Commercial general liability insurance will be in the following amounts: \$1,000,000 for each occurrence and \$2,000,000 aggregate.
- Workers compensation insurance or self-insurance indicating compliance with any applicable labor codes, laws or statutes, state or federal, where Installer performs work.
- Auto coverage not less than one million dollars (\$1,000,000) each accident combined single limit covering any automobile (including owned, hired, and non-owned).
- Umbrella or Excess liability insurance on an occurrence basis covering claims (on at least a following form basis) in excess of the underlying insurance for Commercial General Liability, Auto Liability and Employers' Liability with a minimum limit per occurrence of two million dollars (\$2,000,000) and two million dollars (\$2,000,000) in the aggregate. The amounts of insurance required for Commercial General Liability, Auto Liability,

Employers' Liability and Excess Liability may be satisfied by Installer purchasing coverage in the amounts specified or by any combination of primary and excess insurance, so long as the total amount of insurance meets the requirements specified above.

- The Host shall be named as additional insured on Installer's General Liability, Automobile Liability, and Umbrella or Excess Liability policies.

EXHIBIT H

PREVAILING WAGE RATES



MAURA HEALEY
Governor

KIM DRISCOLL
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

LAUREN JONES
Secretary

MICHAEL FLANAGAN
Director

Awarding Authority: Town of Falmouth
Contract Number: **City/Town:** FALMOUTH
Description of Work: Trench and install EV Level 3 Charging Station – Electrical work- Painting/stripping/signage

Job Location: 240 Library Street Falmouth MA

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- **The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor.** For multi-year CM AT RISK projects, the awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. The annual update requirement is not applicable to 27F “rental of equipment” contracts. **The updated wage schedule must be provided to all contractors, including general and sub-contractors, working on the construction project.**
- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the “Wage Request Number” on all pages of this schedule.
- An Awarding Authority must request an updated wage schedule if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or a sub-contractor.
- Apprentices working on the project are required to be registered with the Massachusetts Division of Apprentice Standards (DAS). Apprentices must keep their apprentice identification card on their persons during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **Any apprentice not registered with DAS regardless of whether they are registered with another federal, state, local, or private agency must be paid the journeyworker's rate.**
- Every contractor or subcontractor working on the construction project must submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee’s name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. For a sample payroll reporting form go to <http://www.mass.gov/dols/pw>.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Contractors must obtain the wage schedules from awarding authorities. Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may file a complaint with the Fair Labor Division of the office of the Attorney General at (617) 727-3465.

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	01/01/2024	\$38.95	\$15.07	\$18.67	\$0.00	\$72.69
	06/01/2024	\$39.95	\$15.07	\$18.67	\$0.00	\$73.69
	12/01/2024	\$39.95	\$15.07	\$20.17	\$0.00	\$75.19
	01/01/2025	\$39.95	\$15.57	\$20.17	\$0.00	\$75.69
	06/01/2025	\$40.95	\$15.57	\$20.17	\$0.00	\$76.69
	12/01/2025	\$40.95	\$15.57	\$21.78	\$0.00	\$78.30
	01/01/2026	\$40.95	\$16.17	\$21.78	\$0.00	\$78.90
	06/01/2026	\$41.95	\$16.17	\$21.78	\$0.00	\$79.90
	12/01/2026	\$41.95	\$16.17	\$23.52	\$0.00	\$81.64
01/01/2027	\$41.95	\$16.77	\$23.52	\$0.00	\$82.24	
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	01/01/2024	\$39.02	\$15.07	\$18.67	\$0.00	\$72.76
	06/01/2024	\$40.02	\$15.07	\$18.67	\$0.00	\$73.76
	12/01/2024	\$40.02	\$15.07	\$20.17	\$0.00	\$75.26
	01/01/2025	\$40.02	\$15.57	\$20.17	\$0.00	\$75.76
	06/01/2025	\$41.02	\$15.57	\$20.17	\$0.00	\$76.76
	12/01/2025	\$41.02	\$15.57	\$21.78	\$0.00	\$78.37
	01/01/2026	\$41.02	\$16.17	\$21.78	\$0.00	\$78.97
	06/01/2026	\$42.02	\$16.17	\$21.78	\$0.00	\$79.97
	12/01/2026	\$42.02	\$16.17	\$23.52	\$0.00	\$81.71
01/01/2027	\$42.02	\$16.77	\$23.52	\$0.00	\$82.31	
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	01/01/2024	\$39.14	\$15.07	\$18.67	\$0.00	\$72.88
	06/01/2024	\$40.14	\$15.07	\$18.67	\$0.00	\$73.88
	12/01/2024	\$40.14	\$15.07	\$20.17	\$0.00	\$75.38
	01/01/2025	\$40.14	\$15.57	\$20.17	\$0.00	\$75.88
	06/01/2025	\$41.14	\$15.57	\$20.17	\$0.00	\$76.88
	12/01/2025	\$41.14	\$15.57	\$21.78	\$0.00	\$78.49
	01/01/2026	\$41.14	\$16.17	\$21.78	\$0.00	\$79.09
	06/01/2026	\$42.14	\$16.17	\$21.78	\$0.00	\$80.09
	12/01/2026	\$42.14	\$16.17	\$23.52	\$0.00	\$81.83
01/01/2027	\$42.14	\$16.77	\$23.52	\$0.00	\$82.43	
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2023	\$38.61	\$9.65	\$17.14	\$0.00	\$65.40
For apprentice rates see "Apprentice- LABORER"						
AIR TRACK OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2023	\$38.61	\$9.65	\$17.14	\$0.00	\$65.40
	06/01/2024	\$39.94	\$9.65	\$17.14	\$0.00	\$66.73
	12/01/2024	\$41.27	\$9.65	\$17.14	\$0.00	\$68.06
	06/01/2025	\$42.66	\$9.65	\$17.14	\$0.00	\$69.45
	12/01/2025	\$44.04	\$9.65	\$17.14	\$0.00	\$70.83
	06/01/2026	\$45.48	\$9.65	\$17.14	\$0.00	\$72.27
12/01/2026	\$46.92	\$9.65	\$17.14	\$0.00	\$73.71	
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ASBESTOS WORKER (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (SOUTHERN MASS)</i>	12/01/2023	\$40.80	\$14.50	\$11.05	\$0.00	\$66.35
	06/01/2024	\$41.80	\$14.50	\$11.05	\$0.00	\$67.35
	12/01/2024	\$42.80	\$14.50	\$11.05	\$0.00	\$68.35
	06/01/2025	\$43.80	\$14.50	\$11.05	\$0.00	\$69.35
	12/01/2025	\$44.80	\$14.50	\$11.05	\$0.00	\$70.35
ASPHALT RAKER <i>LABORERS - ZONE 2</i>	12/01/2023	\$38.11	\$9.65	\$17.14	\$0.00	\$64.90
For apprentice rates see "Apprentice- LABORER"						
ASPHALT RAKER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2023	\$38.11	\$9.65	\$17.14	\$0.00	\$64.90
	06/01/2024	\$39.44	\$9.65	\$17.14	\$0.00	\$66.23
	12/01/2024	\$40.77	\$9.65	\$17.14	\$0.00	\$67.56
	06/01/2025	\$42.16	\$9.65	\$17.14	\$0.00	\$68.95
	12/01/2025	\$43.54	\$9.65	\$17.14	\$0.00	\$70.33
	06/01/2026	\$44.98	\$9.65	\$17.14	\$0.00	\$71.77
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$55.03	\$15.00	\$16.40	\$0.00	\$86.43
	06/01/2024	\$56.33	\$15.00	\$16.40	\$0.00	\$87.73
	12/01/2024	\$57.78	\$15.00	\$16.40	\$0.00	\$89.18
	06/01/2025	\$59.08	\$15.00	\$16.40	\$0.00	\$90.48
	12/01/2025	\$60.53	\$15.00	\$16.40	\$0.00	\$91.93
	06/01/2026	\$61.83	\$15.00	\$16.40	\$0.00	\$93.23
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$55.03	\$15.00	\$16.40	\$0.00	\$86.43
	06/01/2024	\$56.33	\$15.00	\$16.40	\$0.00	\$87.73
	12/01/2024	\$57.78	\$15.00	\$16.40	\$0.00	\$89.18
	06/01/2025	\$59.08	\$15.00	\$16.40	\$0.00	\$90.48
	12/01/2025	\$60.53	\$15.00	\$16.40	\$0.00	\$91.93
	06/01/2026	\$61.83	\$15.00	\$16.40	\$0.00	\$93.23
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 2</i>	12/01/2023	\$38.11	\$9.65	\$17.14	\$0.00	\$64.90
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 2</i>	12/01/2023	\$38.61	\$9.65	\$17.14	\$0.00	\$65.40
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2023	\$38.61	\$9.65	\$17.14	\$0.00	\$65.40
	06/01/2024	\$39.94	\$9.65	\$17.14	\$0.00	\$66.73
	12/01/2024	\$41.27	\$9.65	\$17.14	\$0.00	\$68.06
	06/01/2025	\$42.66	\$9.65	\$17.14	\$0.00	\$69.45
	12/01/2025	\$44.04	\$9.65	\$17.14	\$0.00	\$70.83
	06/01/2026	\$45.48	\$9.65	\$17.14	\$0.00	\$72.27
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2024	\$48.12	\$7.07	\$20.60	\$0.00	\$75.79

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - BOILERMAKER - Local 29

Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$31.28	\$7.07	\$13.22	\$0.00	\$51.57
2	65	\$31.28	\$7.07	\$13.22	\$0.00	\$51.57
3	70	\$33.68	\$7.07	\$14.23	\$0.00	\$54.98
4	75	\$36.09	\$7.07	\$15.24	\$0.00	\$58.40
5	80	\$38.50	\$7.07	\$16.25	\$0.00	\$61.82
6	85	\$40.90	\$7.07	\$17.28	\$0.00	\$65.25
7	90	\$43.31	\$7.07	\$18.28	\$0.00	\$68.66
8	95	\$45.71	\$7.07	\$19.32	\$0.00	\$72.10

Notes:

Apprentice to Journeyworker Ratio:1:4

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	08/01/2023	\$62.40	\$11.49	\$22.34	\$0.00	\$96.23
BRICKLAYERS LOCAL 3 (NEW BEDFORD)	02/01/2024	\$63.65	\$11.49	\$22.34	\$0.00	\$97.48
	08/01/2024	\$65.75	\$11.49	\$22.34	\$0.00	\$99.58
	02/01/2025	\$67.05	\$11.49	\$22.34	\$0.00	\$100.88
	08/01/2025	\$69.20	\$11.49	\$22.34	\$0.00	\$103.03
	02/01/2026	\$70.55	\$11.49	\$22.34	\$0.00	\$104.38
	08/01/2026	\$72.75	\$11.49	\$22.34	\$0.00	\$106.58
	02/01/2027	\$74.15	\$11.49	\$22.34	\$0.00	\$107.98

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 New Bedford

Effective Date - 08/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$31.20	\$11.49	\$22.34	\$0.00	\$65.03
2	60	\$37.44	\$11.49	\$22.34	\$0.00	\$71.27
3	70	\$43.68	\$11.49	\$22.34	\$0.00	\$77.51
4	80	\$49.92	\$11.49	\$22.34	\$0.00	\$83.75
5	90	\$56.16	\$11.49	\$22.34	\$0.00	\$89.99

Effective Date - 02/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$31.83	\$11.49	\$22.34	\$0.00	\$65.66
2	60	\$38.19	\$11.49	\$22.34	\$0.00	\$72.02
3	70	\$44.56	\$11.49	\$22.34	\$0.00	\$78.39
4	80	\$50.92	\$11.49	\$22.34	\$0.00	\$84.75
5	90	\$57.29	\$11.49	\$22.34	\$0.00	\$91.12

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER	12/01/2023	\$54.43	\$15.00	\$16.40	\$0.00	\$85.83
<i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2024	\$55.71	\$15.00	\$16.40	\$0.00	\$87.11
	12/01/2024	\$57.15	\$15.00	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.43	\$15.00	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.87	\$15.00	\$16.40	\$0.00	\$91.27
	06/01/2026	\$61.15	\$15.00	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.59	\$15.00	\$16.40	\$0.00	\$93.99

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

CAISSON & UNDERPINNING BOTTOM MAN	12/01/2023	\$45.48	\$9.65	\$18.22	\$0.00	\$73.35
<i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2024	\$46.96	\$9.65	\$18.22	\$0.00	\$74.83
	12/01/2024	\$48.43	\$9.65	\$18.22	\$0.00	\$76.30
	06/01/2025	\$49.93	\$9.65	\$18.22	\$0.00	\$77.80
	12/01/2025	\$51.43	\$9.65	\$18.22	\$0.00	\$79.30
	06/01/2026	\$52.98	\$9.65	\$18.22	\$0.00	\$80.85
	12/01/2026	\$54.48	\$9.65	\$18.22	\$0.00	\$82.35

For apprentice rates see "Apprentice- LABORER"

CAISSON & UNDERPINNING LABORER	12/01/2023	\$44.33	\$9.65	\$18.22	\$0.00	\$72.20
<i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2024	\$45.81	\$9.65	\$18.22	\$0.00	\$73.68
	12/01/2024	\$47.28	\$9.65	\$18.22	\$0.00	\$75.15
	06/01/2025	\$48.78	\$9.65	\$18.22	\$0.00	\$76.65
	12/01/2025	\$50.28	\$9.65	\$18.22	\$0.00	\$78.15
	06/01/2026	\$51.83	\$9.65	\$18.22	\$0.00	\$79.70
	12/01/2026	\$53.33	\$9.65	\$18.22	\$0.00	\$81.20

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CAISSON & UNDERPINNING TOP MAN <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2023	\$44.33	\$9.65	\$18.22	\$0.00	\$72.20
	06/01/2024	\$45.81	\$9.65	\$18.22	\$0.00	\$73.68
	12/01/2024	\$47.28	\$9.65	\$18.22	\$0.00	\$75.15
	06/01/2025	\$48.78	\$9.65	\$18.22	\$0.00	\$76.65
	12/01/2025	\$50.28	\$9.65	\$18.22	\$0.00	\$78.15
	06/01/2026	\$51.83	\$9.65	\$18.22	\$0.00	\$79.70
	12/01/2026	\$53.33	\$9.65	\$18.22	\$0.00	\$81.20
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2023	\$38.11	\$9.65	\$17.14	\$0.00	\$64.90
For apprentice rates see "Apprentice- LABORER"						
CARPENTER <i>CARPENTERS -ZONE 2 (Eastern Massachusetts)</i>	03/01/2023	\$45.12	\$9.33	\$19.97	\$0.00	\$74.42

Apprentice - CARPENTER - Zone 2 Eastern MA

Effective Date - 03/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.56	\$9.33	\$1.73	\$0.00	\$33.62
2	60	\$27.07	\$9.33	\$1.73	\$0.00	\$38.13
3	70	\$31.58	\$9.33	\$14.78	\$0.00	\$55.69
4	75	\$33.84	\$9.33	\$14.78	\$0.00	\$57.95
5	80	\$36.10	\$9.33	\$16.51	\$0.00	\$61.94
6	80	\$36.10	\$9.33	\$16.51	\$0.00	\$61.94
7	90	\$40.61	\$9.33	\$18.24	\$0.00	\$68.18
8	90	\$40.61	\$9.33	\$18.24	\$0.00	\$68.18

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
Step 1&2 \$30.71/ 3&4 \$36.93/ 5&6 \$56.82/ 7&8 \$63.06

Apprentice to Journeyworker Ratio:1:5

CARPENTER WOOD FRAME <i>CARPENTERS-ZONE 3 (Wood Frame)</i>	04/01/2023	\$24.16	\$7.21	\$4.80	\$0.00	\$36.17
All Aspects of New Wood Frame Work						

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - CARPENTER (Wood Frame) - Zone 3

Effective Date - 04/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$14.50	\$7.21	\$0.00	\$0.00	\$21.71
2	60	\$14.50	\$7.21	\$0.00	\$0.00	\$21.71
3	65	\$15.70	\$7.21	\$0.00	\$0.00	\$22.91
4	70	\$16.91	\$7.21	\$0.00	\$0.00	\$24.12
5	75	\$18.12	\$7.21	\$3.80	\$0.00	\$29.13
6	80	\$19.33	\$7.21	\$3.80	\$0.00	\$30.34
7	85	\$20.54	\$7.21	\$3.80	\$0.00	\$31.55
8	90	\$21.74	\$7.21	\$3.80	\$0.00	\$32.75

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
 Step 1&2 \$17.86/ 3&4 \$20.22/ 5&6 \$27.57/ 7&8 \$29.94

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING <i>BRICKLAYERS LOCAL 3 (NEW BEDFORD)</i>	01/01/2024	\$49.33	\$13.00	\$23.57	\$1.30	\$87.20
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Apprentice - CEMENT MASONRY/PLASTERING - Eastern Mass (New Bedford)

Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.67	\$13.00	\$15.93	\$0.00	\$53.60
2	60	\$29.60	\$13.00	\$18.57	\$1.30	\$62.47
3	65	\$32.06	\$13.00	\$19.57	\$1.30	\$65.93
4	70	\$34.53	\$13.00	\$20.57	\$1.30	\$69.40
5	75	\$37.00	\$13.00	\$21.57	\$1.30	\$72.87
6	80	\$39.46	\$13.00	\$22.57	\$1.30	\$76.33
7	90	\$44.40	\$13.00	\$23.57	\$1.30	\$82.27

Notes:

Steps 3,4 are 500 hrs. All other steps are 1,000 hrs.

Apprentice to Journeyworker Ratio:1:3

CHAIN SAW OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2023	\$38.11	\$9.65	\$17.14	\$0.00	\$64.90
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For apprentice rates see "Apprentice- LABORER"

CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$56.13	\$15.00	\$16.40	\$0.00	\$87.53
	06/01/2024	\$57.45	\$15.00	\$16.40	\$0.00	\$88.85
	12/01/2024	\$58.93	\$15.00	\$16.40	\$0.00	\$90.33
	06/01/2025	\$60.26	\$15.00	\$16.40	\$0.00	\$91.66
	12/01/2025	\$61.73	\$15.00	\$16.40	\$0.00	\$93.13
	06/01/2026	\$63.06	\$15.00	\$16.40	\$0.00	\$94.46
	12/01/2026	\$64.54	\$15.00	\$16.40	\$0.00	\$95.94

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
COMPRESSOR OPERATOR OPERATING ENGINEERS LOCAL 4	12/01/2023	\$35.62	\$15.00	\$16.40	\$0.00	\$67.02
	06/01/2024	\$36.47	\$15.00	\$16.40	\$0.00	\$67.87
	12/01/2024	\$37.42	\$15.00	\$16.40	\$0.00	\$68.82
	06/01/2025	\$38.27	\$15.00	\$16.40	\$0.00	\$69.67
	12/01/2025	\$39.22	\$15.00	\$16.40	\$0.00	\$70.62
	06/01/2026	\$40.08	\$15.00	\$16.40	\$0.00	\$71.48
	12/01/2026	\$41.03	\$15.00	\$16.40	\$0.00	\$72.43

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

DELEADER (BRIDGE) PAINTERS LOCAL 35 - ZONE 2	01/01/2024	\$56.06	\$9.95	\$23.95	\$0.00	\$89.96
	07/01/2024	\$57.26	\$9.95	\$23.95	\$0.00	\$91.16
	01/01/2025	\$58.46	\$9.95	\$23.95	\$0.00	\$92.36

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.03	\$9.95	\$0.00	\$0.00	\$37.98
2	55	\$30.83	\$9.95	\$6.66	\$0.00	\$47.44
3	60	\$33.64	\$9.95	\$7.26	\$0.00	\$50.85
4	65	\$36.44	\$9.95	\$7.87	\$0.00	\$54.26
5	70	\$39.24	\$9.95	\$20.32	\$0.00	\$69.51
6	75	\$42.05	\$9.95	\$20.93	\$0.00	\$72.93
7	80	\$44.85	\$9.95	\$21.53	\$0.00	\$76.33
8	90	\$50.45	\$9.95	\$22.74	\$0.00	\$83.14

Effective Date - 07/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.63	\$9.95	\$0.00	\$0.00	\$38.58
2	55	\$31.49	\$9.95	\$6.66	\$0.00	\$48.10
3	60	\$34.36	\$9.95	\$7.26	\$0.00	\$51.57
4	65	\$37.22	\$9.95	\$7.87	\$0.00	\$55.04
5	70	\$40.08	\$9.95	\$20.32	\$0.00	\$70.35
6	75	\$42.95	\$9.95	\$20.93	\$0.00	\$73.83
7	80	\$45.81	\$9.95	\$21.53	\$0.00	\$77.29
8	90	\$51.53	\$9.95	\$22.74	\$0.00	\$84.22

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN LABORERS - ZONE 2	12/01/2023	\$44.48	\$9.65	\$18.07	\$0.00	\$72.20
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For apprentice rates see "Apprentice- LABORER"

DEMO: BACKHOE/LOADER/HAMMER OPERATOR LABORERS - ZONE 2	12/01/2023	\$45.48	\$9.65	\$18.07	\$0.00	\$73.20
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For apprentice rates see "Apprentice- LABORER"

DEMO: BURNERS LABORERS - ZONE 2	12/01/2023	\$45.23	\$9.65	\$18.07	\$0.00	\$72.95
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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"						
DEMO: CONCRETE CUTTER/SAWYER LABORERS - ZONE 2	12/01/2023	\$45.48	\$9.65	\$18.07	\$0.00	\$73.20
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR LABORERS - ZONE 2	12/01/2023	\$45.23	\$9.65	\$18.07	\$0.00	\$72.95
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER LABORERS - ZONE 2	12/01/2023	\$44.48	\$9.65	\$18.07	\$0.00	\$72.20
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR OPERATING ENGINEERS LOCAL 4	12/01/2023	\$54.43	\$15.00	\$16.40	\$0.00	\$85.83
	06/01/2024	\$55.71	\$15.00	\$16.40	\$0.00	\$87.11
	12/01/2024	\$57.15	\$15.00	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.43	\$15.00	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.87	\$15.00	\$16.40	\$0.00	\$91.27
	06/01/2026	\$61.15	\$15.00	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.59	\$15.00	\$16.40	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER PILE DRIVER LOCAL 56 (ZONE 2)	08/01/2020	\$68.70	\$9.40	\$23.12	\$0.00	\$101.22
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER PILE DRIVER LOCAL 56 (ZONE 2)	08/01/2020	\$49.07	\$9.40	\$23.12	\$0.00	\$81.59
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT) PILE DRIVER LOCAL 56 (ZONE 2)	08/01/2020	\$73.60	\$9.40	\$23.12	\$0.00	\$106.12
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) PILE DRIVER LOCAL 56 (ZONE 2)	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
For apprentice rates see "Apprentice- PILE DRIVER"						
DRAWBRIDGE OPERATOR (Construction) DRAWBRIDGE - SEIU LOCAL 888	07/01/2020	\$26.77	\$6.67	\$3.93	\$0.16	\$37.53
ELECTRICIAN ELECTRICIANS LOCAL 223	09/01/2023	\$47.87	\$11.75	\$16.86	\$0.00	\$76.48

Apprentice - ELECTRICIAN - Local 223

Effective Date - 09/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$19.15	\$11.75	\$0.57	\$0.00	\$31.47
2	45	\$21.54	\$11.75	\$0.65	\$0.00	\$33.94
3	50	\$23.94	\$11.75	\$0.72	\$0.00	\$36.41
4	55	\$26.33	\$11.75	\$7.79	\$0.00	\$45.87
5	60	\$28.72	\$11.75	\$8.31	\$0.00	\$48.78
6	65	\$31.12	\$11.75	\$8.65	\$0.00	\$51.52
7	70	\$33.51	\$11.75	\$9.38	\$0.00	\$54.64
8	75	\$35.90	\$11.75	\$9.90	\$0.00	\$57.55

Notes:

Apprentice to Journeyworker Ratio:2:3***

ELEVATOR CONSTRUCTOR ELEVATOR CONSTRUCTORS LOCAL 4	01/01/2022	\$65.62	\$16.03	\$20.21	\$0.00	\$101.86
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Apprentice - ELEVATOR CONSTRUCTOR - Local 4

Effective Date - 01/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$32.81	\$16.03	\$0.00	\$0.00	\$48.84
2	55	\$36.09	\$16.03	\$20.21	\$0.00	\$72.33
3	65	\$42.65	\$16.03	\$20.21	\$0.00	\$78.89
4	70	\$45.93	\$16.03	\$20.21	\$0.00	\$82.17
5	80	\$52.50	\$16.03	\$20.21	\$0.00	\$88.74

Notes:

Steps 1-2 are 6 mos.; Steps 3-5 are 1 year

Apprentice to Journeyworker Ratio:1:1

ELEVATOR CONSTRUCTOR HELPER ELEVATOR CONSTRUCTORS LOCAL 4	01/01/2022	\$45.93	\$16.03	\$20.21	\$0.00	\$82.17
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For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"

FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY) LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/01/2023	\$38.11	\$9.65	\$17.14	\$0.00	\$64.90
	06/01/2024	\$39.44	\$9.65	\$17.14	\$0.00	\$66.23
	12/01/2024	\$40.77	\$9.65	\$17.14	\$0.00	\$67.56
	06/01/2025	\$42.16	\$9.65	\$17.14	\$0.00	\$68.95
	12/01/2025	\$43.54	\$9.65	\$17.14	\$0.00	\$70.33
	06/01/2026	\$44.98	\$9.65	\$17.14	\$0.00	\$71.77
	12/01/2026	\$46.42	\$9.65	\$17.14	\$0.00	\$73.21

For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2023	\$50.30	\$14.50	\$16.15	\$0.00	\$80.95
	05/01/2024	\$51.54	\$14.50	\$16.15	\$0.00	\$82.19
	11/01/2024	\$52.83	\$14.50	\$16.15	\$0.00	\$83.48
	05/01/2025	\$54.27	\$14.50	\$16.15	\$0.00	\$84.92
	11/01/2025	\$55.56	\$14.50	\$16.15	\$0.00	\$86.21
	05/01/2026	\$57.00	\$14.50	\$16.15	\$0.00	\$87.65
	11/01/2026	\$58.29	\$14.50	\$16.15	\$0.00	\$88.94
	05/01/2027	\$59.72	\$14.50	\$16.15	\$0.00	\$90.37
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2023	\$51.87	\$14.50	\$16.15	\$0.00	\$82.52
	05/01/2024	\$53.12	\$14.50	\$16.15	\$0.00	\$83.77
	11/01/2024	\$54.42	\$14.50	\$16.15	\$0.00	\$85.07
	05/01/2025	\$55.87	\$14.50	\$16.15	\$0.00	\$86.52
	11/01/2025	\$57.17	\$14.50	\$16.15	\$0.00	\$87.82
	05/01/2026	\$58.62	\$14.50	\$16.15	\$0.00	\$89.27
	11/01/2026	\$59.92	\$14.50	\$16.15	\$0.00	\$90.57
	05/01/2027	\$61.37	\$14.50	\$16.15	\$0.00	\$92.02
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2023	\$24.93	\$14.50	\$16.15	\$0.00	\$55.58
	05/01/2024	\$25.66	\$14.50	\$16.15	\$0.00	\$56.31
	11/01/2024	\$26.42	\$14.50	\$16.15	\$0.00	\$57.07
	05/01/2025	\$27.27	\$14.50	\$16.15	\$0.00	\$57.92
	11/01/2025	\$28.03	\$14.50	\$16.15	\$0.00	\$58.68
	05/01/2026	\$28.88	\$14.50	\$16.15	\$0.00	\$59.53
	11/01/2026	\$29.64	\$14.50	\$16.15	\$0.00	\$60.29
	05/01/2027	\$30.49	\$14.50	\$16.15	\$0.00	\$61.14
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 223</i>	09/01/2020	\$43.66	\$10.90	\$14.66	\$0.00	\$69.22
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING <i>ELECTRICIANS</i> <i>LOCAL 223</i>	09/01/2020	\$36.86	\$10.90	\$12.45	\$0.00	\$60.21
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN (ASST. ENGINEER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$44.47	\$15.00	\$16.40	\$0.00	\$75.87
	06/01/2024	\$45.53	\$15.00	\$16.40	\$0.00	\$76.93
	12/01/2024	\$46.71	\$15.00	\$16.40	\$0.00	\$78.11
	06/01/2025	\$47.77	\$15.00	\$16.40	\$0.00	\$79.17
	12/01/2025	\$48.94	\$15.00	\$16.40	\$0.00	\$80.34
	06/01/2026	\$50.00	\$15.00	\$16.40	\$0.00	\$81.40
	12/01/2026	\$51.18	\$15.00	\$16.40	\$0.00	\$82.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FLAGGER & SIGNALER (HEAVY & HIGHWAY) LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/01/2023	\$25.48	\$9.65	\$17.14	\$0.00	\$52.27
	06/01/2024	\$26.51	\$9.65	\$17.14	\$0.00	\$53.30
	12/01/2024	\$26.51	\$9.65	\$17.14	\$0.00	\$53.30
	06/01/2025	\$27.59	\$9.65	\$17.14	\$0.00	\$54.38
	12/01/2025	\$27.59	\$9.65	\$17.14	\$0.00	\$54.38
	06/01/2026	\$28.71	\$9.65	\$17.14	\$0.00	\$55.50
	12/01/2026	\$28.71	\$9.65	\$17.14	\$0.00	\$55.50
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
FLOORCOVERER FLOORCOVERERS LOCAL 2168 ZONE II	09/01/2023	\$48.97	\$8.83	\$20.27	\$0.00	\$78.07
	03/01/2024	\$49.47	\$8.83	\$20.27	\$0.00	\$78.57

Apprentice - FLOORCOVERER - Local 2168 Zone II

Effective Date - 09/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.49	\$8.83	\$1.76	\$0.00	\$35.08
2	55	\$26.93	\$8.83	\$1.76	\$0.00	\$37.52
3	60	\$29.38	\$8.83	\$3.52	\$0.00	\$41.73
4	65	\$31.83	\$8.83	\$3.52	\$0.00	\$44.18
5	70	\$34.28	\$8.83	\$16.75	\$0.00	\$59.86
6	75	\$36.73	\$8.83	\$16.75	\$0.00	\$62.31
7	80	\$39.18	\$8.83	\$18.51	\$0.00	\$66.52
8	85	\$41.62	\$8.83	\$18.51	\$0.00	\$68.96

Effective Date - 03/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.74	\$8.83	\$1.76	\$0.00	\$35.33
2	55	\$27.21	\$8.83	\$1.76	\$0.00	\$37.80
3	60	\$29.68	\$8.83	\$3.52	\$0.00	\$42.03
4	65	\$32.16	\$8.83	\$3.52	\$0.00	\$44.51
5	70	\$34.63	\$8.83	\$16.75	\$0.00	\$60.21
6	75	\$37.10	\$8.83	\$16.75	\$0.00	\$62.68
7	80	\$39.58	\$8.83	\$18.51	\$0.00	\$66.92
8	85	\$42.05	\$8.83	\$18.51	\$0.00	\$69.39

Notes: Steps are 750 hrs.
 % After 10/1/17; 45/45/55/55/70/70/80/80 (1500hr Steps)
 Step 1&2 \$32.63/ 3&4 \$39.28/ 5&6 \$59.86/ 7&8 \$66.52

Apprentice to Journeyworker Ratio:1:1

FORK LIFT/CHERRY PICKER OPERATING ENGINEERS LOCAL 4	12/01/2023	\$55.03	\$15.00	\$16.40	\$0.00	\$86.43
	06/01/2024	\$56.33	\$15.00	\$16.40	\$0.00	\$87.73
	12/01/2024	\$57.78	\$15.00	\$16.40	\$0.00	\$89.18
	06/01/2025	\$59.08	\$15.00	\$16.40	\$0.00	\$90.48
	12/01/2025	\$60.53	\$15.00	\$16.40	\$0.00	\$91.93
	06/01/2026	\$61.83	\$15.00	\$16.40	\$0.00	\$93.23
	12/01/2026	\$63.28	\$15.00	\$16.40	\$0.00	\$94.68

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
GENERATOR/LIGHTING PLANT/HEATERS OPERATING ENGINEERS LOCAL 4	12/01/2023	\$35.62	\$15.00	\$16.40	\$0.00	\$67.02
	06/01/2024	\$36.47	\$15.00	\$16.40	\$0.00	\$67.87
	12/01/2024	\$37.42	\$15.00	\$16.40	\$0.00	\$68.82
	06/01/2025	\$38.27	\$15.00	\$16.40	\$0.00	\$69.67
	12/01/2025	\$39.22	\$15.00	\$16.40	\$0.00	\$70.62
	06/01/2026	\$40.08	\$15.00	\$16.40	\$0.00	\$71.48
	12/01/2026	\$41.03	\$15.00	\$16.40	\$0.00	\$72.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) GLAZIERS LOCAL 1333	06/01/2020	\$39.18	\$10.80	\$10.45	\$0.00	\$60.43

Apprentice - GLAZIER - Local 1333

Effective Date - 06/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.59	\$10.80	\$1.80	\$0.00	\$32.19
2	56	\$22.04	\$10.80	\$1.80	\$0.00	\$34.64
3	63	\$24.49	\$10.80	\$2.45	\$0.00	\$37.74
4	69	\$26.94	\$10.80	\$2.45	\$0.00	\$40.19
5	75	\$29.39	\$10.80	\$3.15	\$0.00	\$43.34
6	81	\$31.83	\$10.80	\$3.15	\$0.00	\$45.78
7	88	\$34.28	\$10.80	\$10.45	\$0.00	\$55.53
8	94	\$36.73	\$10.80	\$10.45	\$0.00	\$57.98

Notes:

Apprentice to Journeyworker Ratio:1:3

HOISTING ENGINEER/CRANES/GRADALLS OPERATING ENGINEERS LOCAL 4	12/01/2023	\$55.03	\$15.00	\$16.40	\$0.00	\$86.43
	06/01/2024	\$56.33	\$15.00	\$16.40	\$0.00	\$87.73
	12/01/2024	\$57.78	\$15.00	\$16.40	\$0.00	\$89.18
	06/01/2025	\$59.08	\$15.00	\$16.40	\$0.00	\$90.48
	12/01/2025	\$60.53	\$15.00	\$16.40	\$0.00	\$91.93
	06/01/2026	\$61.83	\$15.00	\$16.40	\$0.00	\$93.23
	12/01/2026	\$63.28	\$15.00	\$16.40	\$0.00	\$94.68

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - OPERATING ENGINEERS - Local 4

Effective Date - 12/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$30.27	\$15.00	\$0.00	\$0.00	\$45.27
2	60	\$33.02	\$15.00	\$16.40	\$0.00	\$64.42
3	65	\$35.77	\$15.00	\$16.40	\$0.00	\$67.17
4	70	\$38.52	\$15.00	\$16.40	\$0.00	\$69.92
5	75	\$41.27	\$15.00	\$16.40	\$0.00	\$72.67
6	80	\$44.02	\$15.00	\$16.40	\$0.00	\$75.42
7	85	\$46.78	\$15.00	\$16.40	\$0.00	\$78.18
8	90	\$49.53	\$15.00	\$16.40	\$0.00	\$80.93

Effective Date - 06/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$30.98	\$15.00	\$0.00	\$0.00	\$45.98
2	60	\$33.80	\$15.00	\$16.40	\$0.00	\$65.20
3	65	\$36.61	\$15.00	\$16.40	\$0.00	\$68.01
4	70	\$39.43	\$15.00	\$16.40	\$0.00	\$70.83
5	75	\$42.25	\$15.00	\$16.40	\$0.00	\$73.65
6	80	\$45.06	\$15.00	\$16.40	\$0.00	\$76.46
7	85	\$47.88	\$15.00	\$16.40	\$0.00	\$79.28
8	90	\$50.70	\$15.00	\$16.40	\$0.00	\$82.10

Notes:

Apprentice to Journeyworker Ratio:1:6

HVAC (DUCTWORK) SHEETMETAL WORKERS LOCAL 17 - B	10/01/2023	\$39.74	\$14.43	\$19.04	\$2.20	\$75.41
	04/01/2024	\$41.24	\$14.43	\$19.04	\$2.20	\$76.91
	10/01/2024	\$42.49	\$14.43	\$19.04	\$2.20	\$78.16
	04/01/2025	\$43.99	\$14.43	\$19.04	\$2.20	\$79.66
	10/01/2025	\$45.24	\$14.43	\$19.04	\$2.20	\$80.91
	04/01/2026	\$46.74	\$14.43	\$19.04	\$2.20	\$82.41

For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (ELECTRICAL CONTROLS) ELECTRICIANS LOCAL 223	09/01/2020	\$43.66	\$10.90	\$14.66	\$0.00	\$69.22
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For apprentice rates see "Apprentice- ELECTRICIAN"

HVAC (TESTING AND BALANCING - AIR) SHEETMETAL WORKERS LOCAL 17 - B	10/01/2023	\$39.74	\$14.43	\$19.04	\$2.20	\$75.41
	04/01/2024	\$41.24	\$14.43	\$19.04	\$2.20	\$76.91
	10/01/2024	\$42.49	\$14.43	\$19.04	\$2.20	\$78.16
	04/01/2025	\$43.99	\$14.43	\$19.04	\$2.20	\$79.66
	10/01/2025	\$45.24	\$14.43	\$19.04	\$2.20	\$80.91
	04/01/2026	\$46.74	\$14.43	\$19.04	\$2.20	\$82.41

For apprentice rates see "Apprentice- SHEET METAL WORKER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HVAC (TESTING AND BALANCING -WATER) PLUMBERS & PIPEFITTERS LOCAL 51	08/28/2023	\$51.99	\$10.15	\$19.95	\$0.00	\$82.09
	08/26/2024	\$54.74	\$10.15	\$19.95	\$0.00	\$84.84
	08/25/2025	\$57.49	\$10.15	\$19.95	\$0.00	\$87.59
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HVAC MECHANIC PLUMBERS & PIPEFITTERS LOCAL 51	08/28/2023	\$51.99	\$10.15	\$19.95	\$0.00	\$82.09
	08/26/2024	\$54.74	\$10.15	\$19.95	\$0.00	\$84.84
	08/25/2025	\$57.49	\$10.15	\$19.95	\$0.00	\$87.59
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS LABORERS - ZONE 2	12/01/2023	\$38.61	\$9.65	\$17.14	\$0.00	\$65.40
For apprentice rates see "Apprentice- LABORER"						
HYDRAULIC DRILLS (HEAVY & HIGHWAY) LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/01/2023	\$38.61	\$9.65	\$17.14	\$0.00	\$65.40
	06/01/2024	\$39.94	\$9.65	\$17.14	\$0.00	\$66.73
	12/01/2024	\$41.27	\$9.65	\$17.14	\$0.00	\$68.06
	06/01/2025	\$42.66	\$9.65	\$17.14	\$0.00	\$69.45
	12/01/2025	\$44.04	\$9.65	\$17.14	\$0.00	\$70.83
	06/01/2026	\$45.48	\$9.65	\$17.14	\$0.00	\$72.27
	12/01/2026	\$46.92	\$9.65	\$17.14	\$0.00	\$73.71
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
INSULATOR (PIPES & TANKS) HEAT & FROST INSULATORS LOCAL 6 (SOUTHERN MASS)	09/01/2023	\$48.15	\$14.75	\$19.61	\$0.00	\$82.51
	09/01/2024	\$51.23	\$14.75	\$19.61	\$0.00	\$85.59
	09/01/2025	\$54.31	\$14.75	\$19.61	\$0.00	\$88.67
	09/01/2026	\$57.38	\$14.75	\$19.61	\$0.00	\$91.74

Apprentice - ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Southern MA

Effective Date - 09/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.08	\$14.75	\$14.32	\$0.00	\$53.15
2	60	\$28.89	\$14.75	\$15.37	\$0.00	\$59.01
3	70	\$33.71	\$14.75	\$16.43	\$0.00	\$64.89
4	80	\$38.52	\$14.75	\$17.49	\$0.00	\$70.76

Effective Date - 09/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.62	\$14.75	\$14.32	\$0.00	\$54.69
2	60	\$30.74	\$14.75	\$15.37	\$0.00	\$60.86
3	70	\$35.86	\$14.75	\$16.43	\$0.00	\$67.04
4	80	\$40.98	\$14.75	\$17.49	\$0.00	\$73.22

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER IRONWORKERS LOCAL 37	03/16/2021	\$42.46	\$7.70	\$17.10	\$0.00	\$67.26
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Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - IRONWORKER - Local 37

Effective Date - 03/16/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	70	\$29.72	\$7.70	\$17.10	\$0.00	\$54.52
2	75	\$31.85	\$7.70	\$17.10	\$0.00	\$56.65
3	80	\$33.97	\$7.70	\$17.10	\$0.00	\$58.77
4	85	\$36.09	\$7.70	\$17.10	\$0.00	\$60.89
5	90	\$38.21	\$7.70	\$17.10	\$0.00	\$63.01
6	95	\$40.34	\$7.70	\$17.10	\$0.00	\$65.14

Notes:

Apprentice to Journeyworker Ratio:1:4

JACKHAMMER & PAVING BREAKER OPERATOR LABORERS - ZONE 2	12/01/2023	\$38.11	\$9.65	\$17.14	\$0.00	\$64.90
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For apprentice rates see "Apprentice- LABORER"

LABORER LABORERS - ZONE 2	12/01/2023	\$37.86	\$9.65	\$17.14	\$0.00	\$64.65
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Apprentice - LABORER - Zone 2

Effective Date - 12/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$22.72	\$9.40	\$16.89	\$0.00	\$49.01
2	70	\$26.50	\$9.40	\$16.89	\$0.00	\$52.79
3	80	\$30.29	\$9.40	\$16.89	\$0.00	\$56.58
4	90	\$34.07	\$9.40	\$16.89	\$0.00	\$60.36

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER (HEAVY & HIGHWAY) LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/01/2023	\$37.86	\$9.65	\$17.14	\$0.00	\$64.65
	06/01/2024	\$39.19	\$9.65	\$17.14	\$0.00	\$65.98
	12/01/2024	\$40.52	\$9.65	\$17.14	\$0.00	\$67.31
	06/01/2025	\$41.91	\$9.65	\$17.14	\$0.00	\$68.70
	12/01/2025	\$43.29	\$9.65	\$17.14	\$0.00	\$70.08
	06/01/2026	\$44.73	\$9.65	\$17.14	\$0.00	\$71.52
	12/01/2026	\$46.17	\$9.65	\$17.14	\$0.00	\$72.96

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - LABORER (Heavy & Highway) - Zone 2

Effective Date - 12/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$22.72	\$9.65	\$17.14	\$0.00	\$49.51
2	70	\$26.50	\$9.65	\$17.14	\$0.00	\$53.29
3	80	\$30.29	\$9.65	\$17.14	\$0.00	\$57.08
4	90	\$34.07	\$9.65	\$17.14	\$0.00	\$60.86

Effective Date - 06/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$23.51	\$9.00	\$16.89	\$0.00	\$49.40
2	70	\$27.43	\$9.00	\$16.89	\$0.00	\$53.32
3	80	\$31.35	\$9.00	\$16.89	\$0.00	\$57.24
4	90	\$35.27	\$9.00	\$16.89	\$0.00	\$61.16

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER: CARPENTER TENDER <i>LABORERS - ZONE 2</i>	12/01/2023	\$37.86	\$9.65	\$17.14	\$0.00	\$64.65
For apprentice rates see "Apprentice- LABORER"						
LABORER: CEMENT FINISHER TENDER <i>LABORERS - ZONE 2</i>	12/01/2023	\$38.36	\$9.40	\$16.89	\$0.00	\$64.65
For apprentice rates see "Apprentice- LABORER"						
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER <i>LABORERS - ZONE 2</i>	12/01/2023	\$37.95	\$9.65	\$17.20	\$0.00	\$64.80
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER <i>LABORERS - ZONE 2</i>	12/01/2023	\$38.11	\$9.65	\$17.14	\$0.00	\$64.90
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2023	\$38.11	\$9.65	\$17.14	\$0.00	\$64.90
	06/01/2024	\$39.44	\$9.65	\$17.14	\$0.00	\$66.23
	12/01/2024	\$40.77	\$9.65	\$17.14	\$0.00	\$67.56
	06/01/2025	\$42.16	\$9.65	\$17.14	\$0.00	\$68.95
	12/01/2025	\$43.54	\$9.65	\$17.14	\$0.00	\$70.33
	06/01/2026	\$44.98	\$9.65	\$17.14	\$0.00	\$71.77
	12/01/2026	\$46.42	\$9.65	\$17.14	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 2</i>	12/01/2023	\$37.86	\$9.65	\$17.14	\$0.00	\$64.65
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER <i>LABORERS - ZONE 2</i>	12/01/2023	\$37.86	\$9.65	\$17.14	\$0.00	\$64.65
This classification applies to the removal of standing trees, and the trimming and removal of branches and limbs when related to public works construction or site clearance incidental to construction . For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2023	\$38.11	\$9.65	\$17.14	\$0.00	\$64.90

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR (HEAVY & HIGHWAY) LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/01/2023	\$38.11	\$9.65	\$17.14	\$0.00	\$64.90
	06/01/2024	\$39.44	\$9.65	\$17.14	\$0.00	\$66.23
	12/01/2024	\$40.77	\$9.65	\$17.14	\$0.00	\$67.56
	06/01/2025	\$42.16	\$9.65	\$17.14	\$0.00	\$68.95
	12/01/2025	\$43.54	\$9.65	\$17.14	\$0.00	\$70.33
	06/01/2026	\$44.98	\$9.65	\$17.14	\$0.00	\$71.77
	12/01/2026	\$46.42	\$9.65	\$17.14	\$0.00	\$73.21

For apprentice rates see "Apprentice- LABORER (Heavy and Highway)

MARBLE & TILE FINISHERS BRICKLAYERS LOCAL 3 - MARBLE & TILE	08/01/2023	\$47.89	\$11.49	\$20.37	\$0.00	\$79.75
	02/01/2024	\$48.89	\$11.49	\$20.37	\$0.00	\$80.75
	08/01/2024	\$50.57	\$11.49	\$20.37	\$0.00	\$82.43
	02/01/2025	\$51.61	\$11.49	\$20.37	\$0.00	\$83.47
	08/01/2025	\$53.33	\$11.49	\$20.37	\$0.00	\$85.19
	02/01/2026	\$54.41	\$11.49	\$20.37	\$0.00	\$86.27
	08/01/2026	\$56.17	\$11.49	\$20.37	\$0.00	\$88.03
	02/01/2027	\$57.29	\$11.49	\$20.37	\$0.00	\$89.15

Apprentice - MARBLE & TILE FINISHER - Local 3 Marble & Tile

Effective Date - 08/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.95	\$11.49	\$20.37	\$0.00	\$55.81
2	60	\$28.73	\$11.49	\$20.37	\$0.00	\$60.59
3	70	\$33.52	\$11.49	\$20.37	\$0.00	\$65.38
4	80	\$38.31	\$11.49	\$20.37	\$0.00	\$70.17
5	90	\$43.10	\$11.49	\$20.37	\$0.00	\$74.96

Effective Date - 02/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.45	\$11.49	\$20.37	\$0.00	\$56.31
2	60	\$29.33	\$11.49	\$20.37	\$0.00	\$61.19
3	70	\$34.22	\$11.49	\$20.37	\$0.00	\$66.08
4	80	\$39.11	\$11.49	\$20.37	\$0.00	\$70.97
5	90	\$44.00	\$11.49	\$20.37	\$0.00	\$75.86

Notes:

Apprentice to Journeyworker Ratio:1:3

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
MARBLE MASONS, TILELAYERS & TERRAZZO MECH BRICKLAYERS LOCAL 3 - MARBLE & TILE	08/01/2023	\$62.42	\$11.49	\$22.31	\$0.00	\$96.22
	02/01/2024	\$63.67	\$11.49	\$22.31	\$0.00	\$97.47
	08/01/2024	\$65.77	\$11.49	\$22.31	\$0.00	\$99.57
	02/01/2025	\$67.07	\$11.49	\$22.31	\$0.00	\$100.87
	08/01/2025	\$69.22	\$11.49	\$22.31	\$0.00	\$103.02
	02/01/2026	\$70.57	\$11.49	\$22.31	\$0.00	\$104.37
	08/01/2026	\$72.77	\$11.49	\$22.31	\$0.00	\$106.57
	02/01/2027	\$74.17	\$11.49	\$22.31	\$0.00	\$107.97

Apprentice - MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile

Effective Date - 08/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$31.21	\$11.49	\$22.31	\$0.00	\$65.01
2	60	\$37.45	\$11.49	\$22.31	\$0.00	\$71.25
3	70	\$43.69	\$11.49	\$22.31	\$0.00	\$77.49
4	80	\$49.94	\$11.49	\$22.31	\$0.00	\$83.74
5	90	\$56.18	\$11.49	\$22.31	\$0.00	\$89.98

Effective Date - 02/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$31.84	\$11.49	\$22.31	\$0.00	\$65.64
2	60	\$38.20	\$11.49	\$22.31	\$0.00	\$72.00
3	70	\$44.57	\$11.49	\$22.31	\$0.00	\$78.37
4	80	\$50.94	\$11.49	\$22.31	\$0.00	\$84.74
5	90	\$57.30	\$11.49	\$22.31	\$0.00	\$91.10

Notes:

Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES) OPERATING ENGINEERS LOCAL 4	12/01/2023	\$54.43	\$15.00	\$16.40	\$0.00	\$85.83
	06/01/2024	\$55.71	\$15.00	\$16.40	\$0.00	\$87.11
	12/01/2024	\$57.15	\$15.00	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.43	\$15.00	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.87	\$15.00	\$16.40	\$0.00	\$91.27
	06/01/2026	\$61.15	\$15.00	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.59	\$15.00	\$16.40	\$0.00	\$93.99

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MECHANICS MAINTENANCE OPERATING ENGINEERS LOCAL 4	12/01/2023	\$54.43	\$15.00	\$16.40	\$0.00	\$85.83
	06/01/2024	\$55.71	\$15.00	\$16.40	\$0.00	\$87.11
	12/01/2024	\$57.15	\$15.00	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.43	\$15.00	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.87	\$15.00	\$16.40	\$0.00	\$91.27
	06/01/2026	\$61.15	\$15.00	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.59	\$15.00	\$16.40	\$0.00	\$93.99

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
MILLWRIGHT (Zone 2) MILLWRIGHTS LOCAL 1121 - Zone 2	01/02/2023	\$41.92	\$8.58	\$21.57	\$0.00	\$72.07
Apprentice - MILLWRIGHT - Local 1121 Zone 2						
Effective Date - 01/02/2023						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$23.06	\$8.58	\$5.72	\$0.00	\$37.36
2	65	\$27.25	\$8.58	\$17.93	\$0.00	\$53.76
3	75	\$31.44	\$8.58	\$18.98	\$0.00	\$59.00
4	85	\$35.63	\$8.58	\$20.01	\$0.00	\$64.22
<p>Notes: Step 1&2 Appr. indentured after 1/6/2020 receive no pension, but do receive annuity. (Step 1 \$5.72, Step 2 \$6.66) Steps are 2,000 hours</p>						
Apprentice to Journeyworker Ratio:1:4						
MORTAR MIXER LABORERS - ZONE 2	12/01/2023	\$38.11	\$9.65	\$17.14	\$0.00	\$64.90
For apprentice rates see "Apprentice- LABORER"						
OILER (OTHER THAN TRUCK CRANES,GRADALLS) OPERATING ENGINEERS LOCAL 4	12/01/2023	\$24.41	\$15.00	\$16.40	\$0.00	\$55.81
	06/01/2024	\$25.01	\$15.00	\$16.40	\$0.00	\$56.41
	12/01/2024	\$25.67	\$15.00	\$16.40	\$0.00	\$57.07
	06/01/2025	\$26.27	\$15.00	\$16.40	\$0.00	\$57.67
	12/01/2025	\$26.93	\$15.00	\$16.40	\$0.00	\$58.33
	06/01/2026	\$27.52	\$15.00	\$16.40	\$0.00	\$58.92
	12/01/2026	\$28.19	\$15.00	\$16.40	\$0.00	\$59.59
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OILER (TRUCK CRANES, GRADALLS) OPERATING ENGINEERS LOCAL 4	12/01/2023	\$29.86	\$15.00	\$16.40	\$0.00	\$61.26
	06/01/2024	\$30.58	\$15.00	\$16.40	\$0.00	\$61.98
	12/01/2024	\$31.38	\$15.00	\$16.40	\$0.00	\$62.78
	06/01/2025	\$32.10	\$15.00	\$16.40	\$0.00	\$63.50
	12/01/2025	\$32.90	\$15.00	\$16.40	\$0.00	\$64.30
	06/01/2026	\$33.62	\$15.00	\$16.40	\$0.00	\$65.02
	12/01/2026	\$34.42	\$15.00	\$16.40	\$0.00	\$65.82
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OTHER POWER DRIVEN EQUIPMENT - CLASS II OPERATING ENGINEERS LOCAL 4	12/01/2023	\$54.43	\$15.00	\$16.40	\$0.00	\$85.83
	06/01/2024	\$55.71	\$15.00	\$16.40	\$0.00	\$87.11
	12/01/2024	\$57.15	\$15.00	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.43	\$15.00	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.87	\$15.00	\$16.40	\$0.00	\$91.27
	06/01/2026	\$61.15	\$15.00	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.59	\$15.00	\$16.40	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PAINTER (BRIDGES/TANKS) PAINTERS LOCAL 35 - ZONE 2	01/01/2024	\$56.06	\$9.95	\$23.95	\$0.00	\$89.96
	07/01/2024	\$57.26	\$9.95	\$23.95	\$0.00	\$91.16
	01/01/2025	\$58.46	\$9.95	\$23.95	\$0.00	\$92.36

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.03	\$9.95	\$0.00	\$0.00	\$37.98
2	55	\$30.83	\$9.95	\$6.66	\$0.00	\$47.44
3	60	\$33.64	\$9.95	\$7.26	\$0.00	\$50.85
4	65	\$36.44	\$9.95	\$7.87	\$0.00	\$54.26
5	70	\$39.24	\$9.95	\$20.32	\$0.00	\$69.51
6	75	\$42.05	\$9.95	\$20.93	\$0.00	\$72.93
7	80	\$44.85	\$9.95	\$21.53	\$0.00	\$76.33
8	90	\$50.45	\$9.95	\$22.74	\$0.00	\$83.14

Effective Date - 07/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.63	\$9.95	\$0.00	\$0.00	\$38.58
2	55	\$31.49	\$9.95	\$6.66	\$0.00	\$48.10
3	60	\$34.36	\$9.95	\$7.26	\$0.00	\$51.57
4	65	\$37.22	\$9.95	\$7.87	\$0.00	\$55.04
5	70	\$40.08	\$9.95	\$20.32	\$0.00	\$70.35
6	75	\$42.95	\$9.95	\$20.93	\$0.00	\$73.83
7	80	\$45.81	\$9.95	\$21.53	\$0.00	\$77.29
8	90	\$51.53	\$9.95	\$22.74	\$0.00	\$84.22

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *	01/01/2024	\$46.96	\$9.95	\$23.95	\$0.00	\$80.86
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2	07/01/2024	\$48.16	\$9.95	\$23.95	\$0.00	\$82.06
	01/01/2025	\$49.36	\$9.95	\$23.95	\$0.00	\$83.26

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - New

Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.48	\$9.95	\$0.00	\$0.00	\$33.43
2	55	\$25.83	\$9.95	\$6.66	\$0.00	\$42.44
3	60	\$28.18	\$9.95	\$7.26	\$0.00	\$45.39
4	65	\$30.52	\$9.95	\$7.87	\$0.00	\$48.34
5	70	\$32.87	\$9.95	\$20.32	\$0.00	\$63.14
6	75	\$35.22	\$9.95	\$20.93	\$0.00	\$66.10
7	80	\$37.57	\$9.95	\$21.53	\$0.00	\$69.05
8	90	\$42.26	\$9.95	\$22.74	\$0.00	\$74.95

Effective Date - 07/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.08	\$9.95	\$0.00	\$0.00	\$34.03
2	55	\$26.49	\$9.95	\$6.66	\$0.00	\$43.10
3	60	\$28.90	\$9.95	\$7.26	\$0.00	\$46.11
4	65	\$31.30	\$9.95	\$7.87	\$0.00	\$49.12
5	70	\$33.71	\$9.95	\$20.32	\$0.00	\$63.98
6	75	\$36.12	\$9.95	\$20.93	\$0.00	\$67.00
7	80	\$38.53	\$9.95	\$21.53	\$0.00	\$70.01
8	90	\$43.34	\$9.95	\$22.74	\$0.00	\$76.03

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)	01/01/2024	\$45.02	\$9.95	\$23.95	\$0.00	\$78.92
PAINTERS LOCAL 35 - ZONE 2	07/01/2024	\$46.22	\$9.95	\$23.95	\$0.00	\$80.12
	01/01/2025	\$47.42	\$9.95	\$23.95	\$0.00	\$81.32

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - Repaint

Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.51	\$9.95	\$0.00	\$0.00	\$32.46
2	55	\$24.76	\$9.95	\$6.66	\$0.00	\$41.37
3	60	\$27.01	\$9.95	\$7.26	\$0.00	\$44.22
4	65	\$29.26	\$9.95	\$7.87	\$0.00	\$47.08
5	70	\$31.51	\$9.95	\$20.32	\$0.00	\$61.78
6	75	\$33.77	\$9.95	\$20.93	\$0.00	\$64.65
7	80	\$36.02	\$9.95	\$21.53	\$0.00	\$67.50
8	90	\$40.52	\$9.95	\$22.74	\$0.00	\$73.21

Effective Date - 07/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.11	\$9.95	\$0.00	\$0.00	\$33.06
2	55	\$25.42	\$9.95	\$6.66	\$0.00	\$42.03
3	60	\$27.73	\$9.95	\$7.26	\$0.00	\$44.94
4	65	\$30.04	\$9.95	\$7.87	\$0.00	\$47.86
5	70	\$32.35	\$9.95	\$20.32	\$0.00	\$62.62
6	75	\$34.67	\$9.95	\$20.93	\$0.00	\$65.55
7	80	\$36.98	\$9.95	\$21.53	\$0.00	\$68.46
8	90	\$41.60	\$9.95	\$22.74	\$0.00	\$74.29

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, NEW) *	01/01/2024	\$45.56	\$9.95	\$23.95	\$0.00	\$79.46
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2	07/01/2024	\$46.76	\$9.95	\$23.95	\$0.00	\$80.66
	01/01/2025	\$47.96	\$9.95	\$23.95	\$0.00	\$81.86

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW

Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.78	\$9.95	\$0.00	\$0.00	\$32.73
2	55	\$25.06	\$9.95	\$6.66	\$0.00	\$41.67
3	60	\$27.34	\$9.95	\$7.26	\$0.00	\$44.55
4	65	\$29.61	\$9.95	\$7.87	\$0.00	\$47.43
5	70	\$31.89	\$9.95	\$20.32	\$0.00	\$62.16
6	75	\$34.17	\$9.95	\$20.93	\$0.00	\$65.05
7	80	\$36.45	\$9.95	\$21.53	\$0.00	\$67.93
8	90	\$41.00	\$9.95	\$22.74	\$0.00	\$73.69

Effective Date - 07/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.38	\$9.95	\$0.00	\$0.00	\$33.33
2	55	\$25.72	\$9.95	\$6.66	\$0.00	\$42.33
3	60	\$28.06	\$9.95	\$7.26	\$0.00	\$45.27
4	65	\$30.39	\$9.95	\$7.87	\$0.00	\$48.21
5	70	\$32.73	\$9.95	\$20.32	\$0.00	\$63.00
6	75	\$35.07	\$9.95	\$20.93	\$0.00	\$65.95
7	80	\$37.41	\$9.95	\$21.53	\$0.00	\$68.89
8	90	\$42.08	\$9.95	\$22.74	\$0.00	\$74.77

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT)	01/01/2024	\$43.62	\$9.95	\$23.95	\$0.00	\$77.52
PAINTERS LOCAL 35 - ZONE 2	07/01/2024	\$44.82	\$9.95	\$23.95	\$0.00	\$78.72
	01/01/2025	\$46.02	\$9.95	\$23.95	\$0.00	\$79.92

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT

Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.81	\$9.95	\$0.00	\$0.00	\$31.76
2	55	\$23.99	\$9.95	\$6.66	\$0.00	\$40.60
3	60	\$26.17	\$9.95	\$7.26	\$0.00	\$43.38
4	65	\$28.35	\$9.95	\$7.87	\$0.00	\$46.17
5	70	\$30.53	\$9.95	\$20.32	\$0.00	\$60.80
6	75	\$32.72	\$9.95	\$20.93	\$0.00	\$63.60
7	80	\$34.90	\$9.95	\$21.53	\$0.00	\$66.38
8	90	\$39.26	\$9.95	\$22.74	\$0.00	\$71.95

Effective Date - 07/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.41	\$9.95	\$0.00	\$0.00	\$32.36
2	55	\$24.65	\$9.95	\$6.66	\$0.00	\$41.26
3	60	\$26.89	\$9.95	\$7.26	\$0.00	\$44.10
4	65	\$29.13	\$9.95	\$7.87	\$0.00	\$46.95
5	70	\$31.37	\$9.95	\$20.32	\$0.00	\$61.64
6	75	\$33.62	\$9.95	\$20.93	\$0.00	\$64.50
7	80	\$35.86	\$9.95	\$21.53	\$0.00	\$67.34
8	90	\$40.34	\$9.95	\$22.74	\$0.00	\$73.03

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY)	12/01/2023	\$37.86	\$9.65	\$17.14	\$0.00	\$64.65
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	06/01/2024	\$39.19	\$9.65	\$17.14	\$0.00	\$65.98
	12/01/2024	\$40.52	\$9.65	\$17.14	\$0.00	\$67.31
	06/01/2025	\$41.91	\$9.65	\$17.14	\$0.00	\$68.70
	12/01/2025	\$43.29	\$9.65	\$17.14	\$0.00	\$70.08
	06/01/2026	\$44.73	\$9.65	\$17.14	\$0.00	\$71.52
	12/01/2026	\$46.17	\$9.65	\$17.14	\$0.00	\$72.96

For apprentice rates see "Apprentice- LABORER (Heavy and Highway)

PANEL & PICKUP TRUCKS DRIVER	01/01/2024	\$38.78	\$15.07	\$18.67	\$0.00	\$72.52
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	06/01/2024	\$39.78	\$15.07	\$18.67	\$0.00	\$73.52
	12/01/2024	\$39.78	\$15.07	\$20.17	\$0.00	\$75.02
	01/01/2025	\$39.78	\$15.57	\$20.17	\$0.00	\$75.52
	06/01/2025	\$40.78	\$15.57	\$20.17	\$0.00	\$76.52
	12/01/2025	\$40.78	\$15.57	\$21.78	\$0.00	\$78.13
	01/01/2026	\$40.78	\$16.17	\$21.78	\$0.00	\$78.73
	06/01/2026	\$41.78	\$16.17	\$21.78	\$0.00	\$79.73
	12/01/2026	\$41.78	\$16.17	\$23.52	\$0.00	\$81.47
	01/01/2027	\$41.78	\$16.77	\$23.52	\$0.00	\$82.07

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) <i>PILE DRIVER LOCAL 56 (ZONE 2)</i> For apprentice rates see "Apprentice- PILE DRIVER"	08/01/2020	\$46.11	\$9.40	\$23.12	\$0.00	\$78.63
PILE DRIVER <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$46.11	\$9.40	\$23.12	\$0.00	\$78.63

Apprentice - PILE DRIVER - Local 56 Zone 2

Effective Date - 08/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Notes: Apprentice wages shall be no less than the following Steps;
(Same as set in Zone 1)
1\$57.06/2\$61.96/3\$66.87/4\$69.32/5\$71.78/6\$71.78/7\$76.68/8\$76.68

Apprentice to Journeyworker Ratio:1:5

PIPELAYER <i>LABORERS - ZONE 2</i> For apprentice rates see "Apprentice- LABORER"	12/01/2023	\$38.11	\$9.65	\$17.14	\$0.00	\$64.90
PIPELAYER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2023	\$38.11	\$9.65	\$17.14	\$0.00	\$64.90
	06/01/2024	\$39.44	\$9.65	\$17.14	\$0.00	\$66.23
	12/01/2024	\$40.77	\$9.65	\$17.14	\$0.00	\$67.56
	06/01/2025	\$42.16	\$9.65	\$17.14	\$0.00	\$68.95
	12/01/2025	\$43.54	\$9.65	\$17.14	\$0.00	\$70.33
	06/01/2026	\$44.98	\$9.65	\$17.14	\$0.00	\$71.77
	12/01/2026	\$46.42	\$9.65	\$17.14	\$0.00	\$73.21
	For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"					
PLUMBER & PIPEFITTER <i>PLUMBERS & PIPEFITTERS LOCAL 51</i>	08/28/2023	\$51.99	\$10.15	\$19.95	\$0.00	\$82.09
	08/26/2024	\$54.74	\$10.15	\$19.95	\$0.00	\$84.84
	08/25/2025	\$57.49	\$10.15	\$19.95	\$0.00	\$87.59

Apprentice - PLUMBER/PIPEFITTER - Local 51

Effective Date - 08/28/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$20.80	\$10.15	\$2.50	\$0.00	\$33.45
2	50	\$26.00	\$10.15	\$2.50	\$0.00	\$38.65
3	60	\$31.19	\$10.15	\$8.80	\$0.00	\$50.14
4	70	\$36.39	\$10.15	\$14.08	\$0.00	\$60.62
5	80	\$41.59	\$10.15	\$17.60	\$0.00	\$69.34

Effective Date - 08/26/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$21.90	\$10.15	\$2.50	\$0.00	\$34.55
2	50	\$27.37	\$10.15	\$2.50	\$0.00	\$40.02
3	60	\$32.84	\$10.15	\$8.80	\$0.00	\$51.79
4	70	\$38.32	\$10.15	\$14.08	\$0.00	\$62.55
5	80	\$43.79	\$10.15	\$17.60	\$0.00	\$71.54

Notes:

Steps 2000hrs. Prior 9/1/05; 40/40/45/50/55/60/65/75/80/85

Apprentice to Journeyworker Ratio:1:3

PNEUMATIC CONTROLS (TEMP.) <i>PLUMBERS & PIPEFITTERS LOCAL 51</i>	08/28/2023	\$51.99	\$10.15	\$19.95	\$0.00	\$82.09
	08/26/2024	\$54.74	\$10.15	\$19.95	\$0.00	\$84.84
	08/25/2025	\$57.49	\$10.15	\$19.95	\$0.00	\$87.59

For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

PNEUMATIC DRILL/TOOL OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2023	\$38.11	\$9.65	\$17.14	\$0.00	\$64.90
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For apprentice rates see "Apprentice- LABORER"

PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2023	\$38.11	\$9.65	\$17.14	\$0.00	\$64.90
	06/01/2024	\$39.44	\$9.65	\$17.14	\$0.00	\$66.23
	12/01/2024	\$40.77	\$9.65	\$17.14	\$0.00	\$67.56
	06/01/2025	\$42.16	\$9.65	\$17.14	\$0.00	\$68.95
	12/01/2025	\$43.54	\$9.65	\$17.14	\$0.00	\$70.33
	06/01/2026	\$44.98	\$9.65	\$17.14	\$0.00	\$71.77
	12/01/2026	\$46.42	\$9.65	\$17.14	\$0.00	\$73.21

For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

POWDERMAN & BLASTER <i>LABORERS - ZONE 2</i>	12/01/2023	\$38.86	\$9.65	\$17.14	\$0.00	\$65.65
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For apprentice rates see "Apprentice- LABORER"

POWDERMAN & BLASTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2023	\$39.36	\$9.40	\$16.89	\$0.00	\$65.65
	06/01/2024	\$40.69	\$9.40	\$16.89	\$0.00	\$66.98
	12/01/2024	\$42.02	\$9.40	\$16.89	\$0.00	\$68.31
	06/01/2025	\$43.41	\$9.40	\$16.89	\$0.00	\$69.70
	12/01/2025	\$44.79	\$9.40	\$16.89	\$0.00	\$71.08
	06/01/2026	\$46.23	\$9.40	\$16.89	\$0.00	\$72.52
	12/01/2026	\$47.67	\$9.40	\$16.89	\$0.00	\$73.96

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$55.03	\$15.00	\$16.40	\$0.00	\$86.43
	06/01/2024	\$56.33	\$15.00	\$16.40	\$0.00	\$87.73
	12/01/2024	\$57.78	\$15.00	\$16.40	\$0.00	\$89.18
	06/01/2025	\$59.08	\$15.00	\$16.40	\$0.00	\$90.48
	12/01/2025	\$60.53	\$15.00	\$16.40	\$0.00	\$91.93
	06/01/2026	\$61.83	\$15.00	\$16.40	\$0.00	\$93.23
	12/01/2026	\$63.28	\$15.00	\$16.40	\$0.00	\$94.68
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$54.43	\$15.00	\$16.40	\$0.00	\$85.83
	06/01/2024	\$55.71	\$15.00	\$16.40	\$0.00	\$87.11
	12/01/2024	\$57.15	\$15.00	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.43	\$15.00	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.87	\$15.00	\$16.40	\$0.00	\$91.27
	06/01/2026	\$61.15	\$15.00	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.59	\$15.00	\$16.40	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$35.62	\$15.00	\$16.40	\$0.00	\$67.02
	06/01/2024	\$36.47	\$15.00	\$16.40	\$0.00	\$67.87
	12/01/2024	\$37.42	\$15.00	\$16.40	\$0.00	\$68.82
	06/01/2025	\$38.27	\$15.00	\$16.40	\$0.00	\$69.67
	12/01/2025	\$39.22	\$15.00	\$16.40	\$0.00	\$70.62
	06/01/2026	\$40.08	\$15.00	\$16.40	\$0.00	\$71.48
	12/01/2026	\$41.03	\$15.00	\$16.40	\$0.00	\$72.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER <i>TEAMSTERS 653 - Southeastern Concrete (Weymouth)</i>	08/01/2023	\$25.00	\$13.91	\$6.90	\$0.00	\$45.81
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RECLAIMERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$54.43	\$15.00	\$16.40	\$0.00	\$85.83
	06/01/2024	\$55.71	\$15.00	\$16.40	\$0.00	\$87.11
	12/01/2024	\$57.15	\$15.00	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.43	\$15.00	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.87	\$15.00	\$16.40	\$0.00	\$91.27
	06/01/2026	\$61.15	\$15.00	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.59	\$15.00	\$16.40	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2023	\$38.11	\$9.65	\$17.14	\$0.00	\$64.90
For apprentice rates see "Apprentice- LABORER"						
ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$54.43	\$15.00	\$16.40	\$0.00	\$85.83
	06/01/2024	\$55.71	\$15.00	\$16.40	\$0.00	\$87.11
	12/01/2024	\$57.15	\$15.00	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.43	\$15.00	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.87	\$15.00	\$16.40	\$0.00	\$91.27
	06/01/2026	\$61.15	\$15.00	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.59	\$15.00	\$16.40	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ROOFER (Inc.Roofing Waterproofing &Roofing Damproofing) ROOFERS LOCAL 33	08/01/2023	\$50.03	\$12.78	\$20.20	\$0.00	\$83.01
	02/01/2024	\$51.28	\$12.78	\$20.20	\$0.00	\$84.26
	08/01/2024	\$52.78	\$12.78	\$20.20	\$0.00	\$85.76
	02/01/2025	\$54.03	\$12.78	\$20.20	\$0.00	\$87.01
	08/01/2025	\$55.53	\$12.78	\$20.20	\$0.00	\$88.51
	02/01/2026	\$56.78	\$12.78	\$20.20	\$0.00	\$89.76

Apprentice - ROOFER - Local 33

Effective Date - 08/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.02	\$12.78	\$5.59	\$0.00	\$43.39
2	60	\$30.02	\$12.78	\$20.20	\$0.00	\$63.00
3	65	\$32.52	\$12.78	\$20.20	\$0.00	\$65.50
4	75	\$37.52	\$12.78	\$20.20	\$0.00	\$70.50
5	85	\$42.53	\$12.78	\$20.20	\$0.00	\$75.51

Effective Date - 02/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.64	\$12.78	\$5.59	\$0.00	\$44.01
2	60	\$30.77	\$12.78	\$20.20	\$0.00	\$63.75
3	65	\$33.33	\$12.78	\$20.20	\$0.00	\$66.31
4	75	\$38.46	\$12.78	\$20.20	\$0.00	\$71.44
5	85	\$43.59	\$12.78	\$20.20	\$0.00	\$76.57

Notes: ** 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1
 Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.
 (Hot Pitch Mechanics' receive \$1.00 hr. above ROOFER)

Apprentice to Journeyworker Ratio:**

ROOFER SLATE / TILE / PRECAST CONCRETE ROOFERS LOCAL 33	08/01/2023	\$50.28	\$12.78	\$20.20	\$0.00	\$83.26
	02/01/2024	\$51.53	\$12.78	\$20.20	\$0.00	\$84.51
	08/01/2024	\$53.03	\$12.78	\$20.20	\$0.00	\$86.01
	02/01/2025	\$54.28	\$12.78	\$20.20	\$0.00	\$87.26
	08/01/2025	\$55.78	\$12.78	\$20.20	\$0.00	\$88.76
	02/01/2026	\$57.03	\$12.78	\$20.20	\$0.00	\$90.01

For apprentice rates see "Apprentice- ROOFER"

SHEETMETAL WORKER SHEETMETAL WORKERS LOCAL 17 - B	10/01/2023	\$39.74	\$14.43	\$19.04	\$2.20	\$75.41
	04/01/2024	\$41.24	\$14.43	\$19.04	\$2.20	\$76.91
	10/01/2024	\$42.49	\$14.43	\$19.04	\$2.20	\$78.16
	04/01/2025	\$43.99	\$14.43	\$19.04	\$2.20	\$79.66
	10/01/2025	\$45.24	\$14.43	\$19.04	\$2.20	\$80.91
	04/01/2026	\$46.74	\$14.43	\$19.04	\$2.20	\$82.41

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - SHEET METAL WORKER - Local 17-B

Effective Date - 10/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$15.90	\$14.27	\$4.18	\$1.06	\$35.41
2	45	\$17.88	\$14.27	\$4.71	\$1.13	\$37.99
3	50	\$19.87	\$14.27	\$11.44	\$1.40	\$46.98
4	55	\$21.86	\$14.27	\$11.44	\$1.46	\$49.03
5	60	\$23.84	\$14.27	\$14.99	\$1.59	\$54.69
6	65	\$25.83	\$14.27	\$15.28	\$1.65	\$57.03
7	70	\$27.82	\$14.27	\$15.58	\$1.72	\$59.39
8	75	\$29.81	\$14.27	\$15.87	\$1.79	\$61.74
9	80	\$31.79	\$14.27	\$16.17	\$1.86	\$64.09
10	85	\$33.78	\$14.27	\$16.46	\$1.92	\$66.43

Effective Date - 04/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$16.50	\$14.27	\$4.18	\$1.06	\$36.01
2	45	\$18.56	\$14.27	\$4.71	\$1.13	\$38.67
3	50	\$20.62	\$14.27	\$11.44	\$1.40	\$47.73
4	55	\$22.68	\$14.27	\$11.44	\$1.46	\$49.85
5	60	\$24.74	\$14.27	\$14.99	\$1.59	\$55.59
6	65	\$26.81	\$14.27	\$15.28	\$1.65	\$58.01
7	70	\$28.87	\$14.27	\$15.58	\$1.72	\$60.44
8	75	\$30.93	\$14.27	\$15.87	\$1.79	\$62.86
9	80	\$32.99	\$14.27	\$16.17	\$1.86	\$65.29
10	85	\$35.05	\$14.27	\$16.46	\$1.92	\$67.70

Notes:

Apprentice to Journeyworker Ratio:1:3

SPECIALIZED EARTH MOVING EQUIP < 35 TONS	01/01/2024	\$39.24	\$15.07	\$18.67	\$0.00	\$72.98
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	06/01/2024	\$40.24	\$15.07	\$18.67	\$0.00	\$73.98
	12/01/2024	\$40.24	\$15.07	\$20.17	\$0.00	\$75.48
	01/01/2025	\$40.24	\$15.57	\$20.17	\$0.00	\$75.98
	06/01/2025	\$41.24	\$15.57	\$20.17	\$0.00	\$76.98
	12/01/2025	\$41.24	\$15.57	\$21.78	\$0.00	\$78.59
	01/01/2026	\$41.24	\$16.17	\$21.78	\$0.00	\$79.19
	06/01/2026	\$42.24	\$16.17	\$21.78	\$0.00	\$80.19
	12/01/2026	\$42.24	\$16.17	\$23.52	\$0.00	\$81.93
	01/01/2027	\$42.24	\$16.77	\$23.52	\$0.00	\$82.53

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	01/01/2024	\$39.53	\$15.07	\$18.67	\$0.00	\$73.27
	06/01/2024	\$40.53	\$15.07	\$18.67	\$0.00	\$74.27
	12/01/2024	\$40.53	\$15.07	\$20.17	\$0.00	\$75.77
	01/01/2025	\$40.53	\$15.57	\$20.17	\$0.00	\$76.27
	06/01/2025	\$41.53	\$15.57	\$20.17	\$0.00	\$77.27
	12/01/2025	\$41.53	\$15.57	\$21.78	\$0.00	\$78.88
	01/01/2026	\$41.53	\$16.17	\$21.78	\$0.00	\$79.48
	06/01/2026	\$42.53	\$16.17	\$21.78	\$0.00	\$80.48
	12/01/2026	\$42.53	\$16.17	\$23.52	\$0.00	\$82.22
	01/01/2027	\$42.53	\$16.77	\$23.52	\$0.00	\$82.82
SPRINKLER FITTER <i>SPRINKLER FITTERS LOCAL 550 - (Section B) Zone 2</i>	10/01/2023	\$61.16	\$10.90	\$23.20	\$0.00	\$95.26
	03/01/2024	\$62.78	\$10.90	\$23.20	\$0.00	\$96.88
	10/01/2024	\$64.40	\$10.90	\$23.20	\$0.00	\$98.50
	03/01/2025	\$66.02	\$10.90	\$23.20	\$0.00	\$100.12

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - SPRINKLER FITTER - Local 550 (Section B) Zone 2

Effective Date - 10/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$21.41	\$10.90	\$12.80	\$0.00	\$45.11
2	40	\$24.46	\$10.90	\$13.60	\$0.00	\$48.96
3	45	\$27.52	\$10.90	\$14.40	\$0.00	\$52.82
4	50	\$30.58	\$10.90	\$15.20	\$0.00	\$56.68
5	55	\$33.64	\$10.90	\$16.00	\$0.00	\$60.54
6	60	\$36.70	\$10.90	\$16.80	\$0.00	\$64.40
7	65	\$39.75	\$10.90	\$17.60	\$0.00	\$68.25
8	70	\$42.81	\$10.90	\$18.40	\$0.00	\$72.11
9	75	\$45.87	\$10.90	\$19.20	\$0.00	\$75.97
10	80	\$48.93	\$10.90	\$20.00	\$0.00	\$79.83

Effective Date - 03/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$21.97	\$10.90	\$12.80	\$0.00	\$45.67
2	40	\$25.11	\$10.90	\$13.60	\$0.00	\$49.61
3	45	\$28.25	\$10.90	\$14.40	\$0.00	\$53.55
4	50	\$31.39	\$10.90	\$15.20	\$0.00	\$57.49
5	55	\$34.53	\$10.90	\$16.00	\$0.00	\$61.43
6	60	\$37.67	\$10.90	\$16.80	\$0.00	\$65.37
7	65	\$40.81	\$10.90	\$17.60	\$0.00	\$69.31
8	70	\$43.95	\$10.90	\$18.40	\$0.00	\$73.25
9	75	\$47.09	\$10.90	\$19.20	\$0.00	\$77.19
10	80	\$50.22	\$10.90	\$20.00	\$0.00	\$81.12

Notes: Apprentice entered prior 9/30/10:
40/45/50/55/60/65/70/75/80/85
Steps are 850 hours

Apprentice to Journeyworker Ratio:1:3

STEAM BOILER OPERATOR	12/01/2023	\$54.43	\$15.00	\$16.40	\$0.00	\$85.83
OPERATING ENGINEERS LOCAL 4	06/01/2024	\$55.71	\$15.00	\$16.40	\$0.00	\$87.11
	12/01/2024	\$57.15	\$15.00	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.43	\$15.00	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.87	\$15.00	\$16.40	\$0.00	\$91.27
	06/01/2026	\$61.15	\$15.00	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.59	\$15.00	\$16.40	\$0.00	\$93.99

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN OPERATING ENGINEERS LOCAL 4	12/01/2023	\$54.43	\$15.00	\$16.40	\$0.00	\$85.83
	06/01/2024	\$55.71	\$15.00	\$16.40	\$0.00	\$87.11
	12/01/2024	\$57.15	\$15.00	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.43	\$15.00	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.87	\$15.00	\$16.40	\$0.00	\$91.27
	06/01/2026	\$61.15	\$15.00	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.59	\$15.00	\$16.40	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TELECOMMUNICATION TECHNICIAN ELECTRICIANS LOCAL 223	09/01/2023	\$39.40	\$11.50	\$13.91	\$0.00	\$64.81
	09/01/2024	\$40.69	\$11.75	\$14.53	\$0.00	\$66.97

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 223

Effective Date - 09/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Notes: See Electrician Apprentice Wages

Telecom Apprentice Wages shall be the same as the Electrician Apprentice Wages

Apprentice to Journeyworker Ratio:2:3***

TERRAZZO FINISHERS BRICKLAYERS LOCAL 3 - MARBLE & TILE	08/01/2023	\$61.34	\$11.49	\$22.34	\$0.00	\$95.17
	02/01/2024	\$62.59	\$11.49	\$22.34	\$0.00	\$96.42
	08/01/2024	\$64.69	\$11.49	\$22.34	\$0.00	\$98.52
	02/01/2025	\$65.99	\$11.49	\$22.34	\$0.00	\$99.82
	08/01/2025	\$68.14	\$11.49	\$22.34	\$0.00	\$101.97
	02/01/2026	\$69.49	\$11.49	\$22.34	\$0.00	\$103.32
	08/01/2026	\$71.69	\$11.49	\$22.34	\$0.00	\$105.52
	02/01/2027	\$73.09	\$11.49	\$22.34	\$0.00	\$106.92

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile

Effective Date - 08/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$30.67	\$11.49	\$22.34	\$0.00	\$64.50
2	60	\$36.80	\$11.49	\$22.34	\$0.00	\$70.63
3	70	\$42.94	\$11.49	\$22.34	\$0.00	\$76.77
4	80	\$49.07	\$11.49	\$22.34	\$0.00	\$82.90
5	90	\$55.21	\$11.49	\$22.34	\$0.00	\$89.04

Effective Date - 02/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$31.30	\$11.49	\$22.34	\$0.00	\$65.13
2	60	\$37.55	\$11.49	\$22.34	\$0.00	\$71.38
3	70	\$43.81	\$11.49	\$22.34	\$0.00	\$77.64
4	80	\$50.07	\$11.49	\$22.34	\$0.00	\$83.90
5	90	\$56.33	\$11.49	\$22.34	\$0.00	\$90.16

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER	12/01/2023	\$48.33	\$9.65	\$18.22	\$0.00	\$76.20
<i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2024	\$49.81	\$9.65	\$18.22	\$0.00	\$77.68
	12/01/2024	\$51.28	\$9.65	\$18.22	\$0.00	\$79.15
	06/01/2025	\$52.78	\$9.65	\$18.22	\$0.00	\$80.65
	12/01/2025	\$54.28	\$9.65	\$18.22	\$0.00	\$82.15
	06/01/2026	\$55.83	\$9.65	\$18.22	\$0.00	\$83.70
	12/01/2026	\$57.33	\$9.65	\$18.22	\$0.00	\$85.20

For apprentice rates see "Apprentice- LABORER"

TEST BORING DRILLER HELPER	12/01/2023	\$44.45	\$9.65	\$18.22	\$0.00	\$72.32
<i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2024	\$45.93	\$9.65	\$18.22	\$0.00	\$73.80
	12/01/2024	\$47.40	\$9.65	\$18.22	\$0.00	\$75.27
	06/01/2025	\$48.90	\$9.65	\$18.22	\$0.00	\$76.77
	12/01/2025	\$50.40	\$9.65	\$18.22	\$0.00	\$78.27
	06/01/2026	\$51.95	\$9.65	\$18.22	\$0.00	\$79.82
	12/01/2026	\$53.45	\$9.65	\$18.22	\$0.00	\$81.32

For apprentice rates see "Apprentice- LABORER"

TEST BORING LABORER	12/01/2023	\$44.33	\$9.65	\$18.22	\$0.00	\$72.20
<i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2024	\$45.81	\$9.65	\$18.22	\$0.00	\$73.68
	12/01/2024	\$47.28	\$9.65	\$18.22	\$0.00	\$75.15
	06/01/2025	\$48.78	\$9.65	\$18.22	\$0.00	\$76.65
	12/01/2025	\$50.28	\$9.65	\$18.22	\$0.00	\$78.15
	06/01/2026	\$51.83	\$9.65	\$18.22	\$0.00	\$79.70
	12/01/2026	\$53.33	\$9.65	\$18.22	\$0.00	\$81.20

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$54.43	\$15.00	\$16.40	\$0.00	\$85.83
	06/01/2024	\$55.71	\$15.00	\$16.40	\$0.00	\$87.11
	12/01/2024	\$57.15	\$15.00	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.43	\$15.00	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.87	\$15.00	\$16.40	\$0.00	\$91.27
	06/01/2026	\$61.15	\$15.00	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.59	\$15.00	\$16.40	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	01/01/2024	\$39.82	\$15.07	\$18.67	\$0.00	\$73.56
	06/01/2024	\$40.82	\$15.07	\$18.67	\$0.00	\$74.56
	12/01/2024	\$40.82	\$15.07	\$20.17	\$0.00	\$76.06
	01/01/2025	\$40.82	\$15.57	\$20.17	\$0.00	\$76.56
	06/01/2025	\$41.82	\$15.57	\$20.17	\$0.00	\$77.56
	12/01/2025	\$41.82	\$15.57	\$21.78	\$0.00	\$79.17
	01/01/2026	\$41.82	\$16.17	\$21.78	\$0.00	\$79.77
	06/01/2026	\$42.82	\$16.17	\$21.78	\$0.00	\$80.77
	12/01/2026	\$42.82	\$16.17	\$23.52	\$0.00	\$82.51
01/01/2027	\$42.82	\$16.77	\$23.52	\$0.00	\$83.11	
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	12/01/2023	\$56.56	\$9.65	\$18.67	\$0.00	\$84.88
	06/01/2024	\$58.04	\$9.65	\$18.67	\$0.00	\$86.36
	12/01/2024	\$59.51	\$9.65	\$18.67	\$0.00	\$87.83
	06/01/2025	\$61.01	\$9.65	\$18.67	\$0.00	\$89.33
	12/01/2025	\$62.51	\$9.65	\$18.67	\$0.00	\$90.83
	06/01/2026	\$64.06	\$9.65	\$18.67	\$0.00	\$92.38
	12/01/2026	\$65.56	\$9.65	\$18.67	\$0.00	\$93.88
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	12/01/2023	\$58.56	\$9.65	\$18.67	\$0.00	\$86.88
	06/01/2024	\$60.04	\$9.65	\$18.67	\$0.00	\$88.36
	12/01/2024	\$61.51	\$9.65	\$18.67	\$0.00	\$89.83
	06/01/2025	\$63.01	\$9.65	\$18.67	\$0.00	\$91.33
	12/01/2025	\$64.51	\$9.65	\$18.67	\$0.00	\$92.83
	06/01/2026	\$66.06	\$9.65	\$18.67	\$0.00	\$94.38
	12/01/2026	\$67.56	\$9.65	\$18.67	\$0.00	\$95.88
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2023	\$48.63	\$9.65	\$18.67	\$0.00	\$76.95
	06/01/2024	\$50.11	\$9.65	\$18.67	\$0.00	\$78.43
	12/01/2024	\$51.58	\$9.65	\$18.67	\$0.00	\$79.90
	06/01/2025	\$53.08	\$9.65	\$18.67	\$0.00	\$81.40
	12/01/2025	\$54.58	\$9.65	\$18.67	\$0.00	\$82.90
	06/01/2026	\$56.13	\$9.65	\$18.67	\$0.00	\$84.45
	12/01/2026	\$57.63	\$9.65	\$18.67	\$0.00	\$85.95
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2023	\$50.63	\$9.65	\$18.67	\$0.00	\$78.95
	06/01/2024	\$52.11	\$9.65	\$18.67	\$0.00	\$80.43
	12/01/2024	\$53.58	\$9.65	\$18.67	\$0.00	\$81.90
	06/01/2025	\$55.08	\$9.65	\$18.67	\$0.00	\$83.40
	12/01/2025	\$56.58	\$9.65	\$18.67	\$0.00	\$84.90
	06/01/2026	\$58.13	\$9.65	\$18.67	\$0.00	\$86.45
	12/01/2026	\$59.63	\$9.65	\$18.67	\$0.00	\$87.95
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	01/01/2024	\$39.24	\$15.07	\$18.67	\$0.00	\$72.98
	06/01/2024	\$40.24	\$15.07	\$18.67	\$0.00	\$73.98
	12/01/2024	\$40.24	\$15.07	\$20.17	\$0.00	\$75.48
	01/01/2025	\$40.24	\$15.57	\$20.17	\$0.00	\$75.98
	06/01/2025	\$41.24	\$15.57	\$20.17	\$0.00	\$76.98
	12/01/2025	\$41.24	\$15.57	\$21.78	\$0.00	\$78.59
	01/01/2026	\$41.24	\$16.17	\$21.78	\$0.00	\$79.19
	06/01/2026	\$42.24	\$16.17	\$21.78	\$0.00	\$80.19
	12/01/2026	\$42.24	\$16.17	\$23.52	\$0.00	\$81.93
01/01/2027	\$42.24	\$16.77	\$23.52	\$0.00	\$82.53	
WAGON DRILL OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2023	\$38.11	\$9.65	\$17.14	\$0.00	\$64.90
For apprentice rates see "Apprentice- LABORER"						
WAGON DRILL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2023	\$38.11	\$9.65	\$17.14	\$0.00	\$64.90
	06/01/2024	\$39.44	\$9.65	\$17.14	\$0.00	\$66.23
	12/01/2024	\$40.77	\$9.65	\$17.14	\$0.00	\$67.56
	06/01/2025	\$42.16	\$9.65	\$17.14	\$0.00	\$68.95
	12/01/2025	\$43.54	\$9.65	\$17.14	\$0.00	\$70.33
	06/01/2026	\$44.98	\$9.65	\$17.14	\$0.00	\$71.77
	12/01/2026	\$46.42	\$9.65	\$17.14	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
WASTE WATER PUMP OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$55.03	\$15.00	\$16.40	\$0.00	\$86.43
	06/01/2024	\$56.33	\$15.00	\$16.40	\$0.00	\$87.73
	12/01/2024	\$57.78	\$15.00	\$16.40	\$0.00	\$89.18
	06/01/2025	\$59.08	\$15.00	\$16.40	\$0.00	\$90.48
	12/01/2025	\$60.53	\$15.00	\$16.40	\$0.00	\$91.93
	06/01/2026	\$61.83	\$15.00	\$16.40	\$0.00	\$93.23
	12/01/2026	\$63.28	\$15.00	\$16.40	\$0.00	\$94.68
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER <i>PLUMBERS & PIPEFITTERS LOCAL 51</i>	08/28/2023	\$51.99	\$10.15	\$19.95	\$0.00	\$82.09
	08/26/2024	\$54.74	\$10.15	\$19.95	\$0.00	\$84.84
	08/25/2025	\$57.49	\$10.15	\$19.95	\$0.00	\$87.59
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						
Outside Electrical - East						
CABLE TECHNICIAN (Power Zone) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$29.67	\$9.25	\$1.89	\$0.00	\$40.81
For apprentice rates see "Apprentice- LINEMAN"						
CABLEMAN (Underground Ducts & Cables) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$42.03	\$9.25	\$10.27	\$0.00	\$61.55
For apprentice rates see "Apprentice- LINEMAN"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DRIVER / GROUNDMAN CDL <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$34.62	\$9.25	\$10.07	\$0.00	\$53.94
For apprentice rates see "Apprentice- LINEMAN"						
DRIVER / GROUNDMAN -Inexperienced (<2000 Hrs) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$27.20	\$9.25	\$1.82	\$0.00	\$38.27
For apprentice rates see "Apprentice- LINEMAN"						
EQUIPMENT OPERATOR (Class A CDL) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$42.03	\$9.25	\$14.35	\$0.00	\$65.63
For apprentice rates see "Apprentice- LINEMAN"						
EQUIPMENT OPERATOR (Class B CDL) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$37.09	\$9.25	\$10.87	\$0.00	\$57.21
For apprentice rates see "Apprentice- LINEMAN"						
GROUNDMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$27.20	\$9.25	\$1.82	\$0.00	\$38.27
For apprentice rates see "Apprentice- LINEMAN"						
GROUNDMAN -Inexperienced (<2000 Hrs.) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$22.25	\$9.25	\$1.82	\$0.00	\$33.32
For apprentice rates see "Apprentice- LINEMAN"						
JOURNEYMAN LINEMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$49.45	\$9.25	\$17.48	\$0.00	\$76.18

Apprentice - LINEMAN (Outside Electrical) - East Local 104

Effective Date - 08/30/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$29.67	\$9.25	\$3.39	\$0.00	\$42.31
2	65	\$32.14	\$9.25	\$3.46	\$0.00	\$44.85
3	70	\$34.62	\$9.25	\$3.54	\$0.00	\$47.41
4	75	\$37.09	\$9.25	\$5.11	\$0.00	\$51.45
5	80	\$39.56	\$9.25	\$5.19	\$0.00	\$54.00
6	85	\$42.03	\$9.25	\$5.26	\$0.00	\$56.54
7	90	\$44.51	\$9.25	\$7.34	\$0.00	\$61.10

Notes:

Apprentice to Journeyworker Ratio:1:2

TELEDATA CABLE SPLICER <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	02/04/2019	\$30.73	\$4.70	\$3.17	\$0.00	\$38.60
TELEDATA LINEMAN/EQUIPMENT OPERATOR <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	02/04/2019	\$28.93	\$4.70	\$3.14	\$0.00	\$36.77
TELEDATA WIREMAN/INSTALLER/TECHNICIAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	02/04/2019	\$28.93	\$4.70	\$3.14	\$0.00	\$36.77

Classification

Effective Date

Base Wage

Health

Pension

**Supplemental
Unemployment**

Total Rate

Additional Apprentice Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours.)

Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified.

** Multiple ratios are listed in the comment field.

*** APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.

**** APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

OPEN SESSION

MINUTES

1. Review and vote to approve minutes of meetings

- a. Public Session: October 25, 2021 and February 10, 2025

February 24, 2025

October 25, 2021

February 24, 2025

TOWN OF FALMOUTH
SELECT BOARD
Open Session Minutes
MONDAY, OCTOBER 25, 2021 – 6:30 P.M.
SELECT BOARD MEETING ROOM TOWN HALL
59 TOWN HALL SQUARE, FALMOUTH, MA 02540

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

Present: Douglas C. Brown, Chair; Sam Patterson; Nancy Robbins Taylor; Onjalé Scott Price (remote)

Absent: Megan English Braga

Others present: Julian Suso, Town Manager; Peter Johnson-Staub, Assistant Town Manager

6:30 p.m. - OPEN SESSION

EXECUTIVE SESSION:

M.G.L. c.30A s.21(a)(3) – Collective bargaining – Vote to affirm ratification of union contract renewals for DPW and AFSCME Unit B

Motion by Mr. Brown: To enter into Executive Session per M.G.L. c.30A s.21(a)(3) – Collective bargaining – Vote to affirm ratification of union contract renewals for DPW and AFSCME Unit B. To not enter into Executive Session would put the Town in an untenable position due to negotiations of contract. Second: Mr. Patterson.

Roll Call Vote: Brown – aye; Patterson – aye; Taylor – aye; Scott Price – aye; Yes – 4 No – 0

Megan English Braga joined the meeting.

Call to Order: By Chair Brown at 6:30 p.m.

Pledge of Allegiance: Led by Select Board

There was a moment of silence to honor Bruce Mogardo. He worked for the Town for 58 years and will be missed.

Proclamations

- a. Eagle Scout Proclamation – Samuel Thrasher

Ms. English Braga read the proclamation into the record.

Motion by Ms. English Braga: That we: Douglas C. Brown, Sam Patterson, Nancy Robbins Taylor, Onjalé Scott Price, and Megan English Braga of the Select Board of the Town of

Falmouth do hereby proclaim Samuel Thrasher as Eagle Scout in witness whereof we have hereunto set our hand and caused the great seal of the Town of Falmouth to be affixed on this 25th day of October 2021.

Second: Mr. Patterson.

Vote: Yes – 5 No – 0

b. Eagle Scout Proclamation – Dalton Watring

Mr. Patterson read the proclamation into the record.

Motion by Mr. Patterson: That we: Douglas C. Brown, Sam Patterson, Nancy Robbins Taylor, Onjalé Scott Price, and Megan English Braga of the Select Board of the Town of Falmouth do hereby proclaim Dalton Watring as Eagle Scout in witness whereof we have hereunto set our hand and caused the great seal of the Town of Falmouth to be affixed on this 25th day of October 2021.

Second: Ms. English Braga.

Vote: Yes – 5 No – 0

c. Native American Heritage Month

Ms. Scott Price read the proclamation into the record.

Motion by Ms. Scott Price: That we: Douglas C. Brown, Sam Patterson, Nancy Robbins Taylor, Onjalé Scott Price, and Megan English Braga of the Select Board of the Town of Falmouth do hereby proclaim November as Native American Heritage Month and calls upon all residents to observe this month with appropriate programs, ceremonies, and activities.

Second: Ms. Robbins Taylor.

Vote: Yes – 5 No – 0

Recognition: Ms. English Braga recognized Bruce Mogardo for his level of service to the community. She also thanked the management and staff for their work in making Mr. Mogardo's experience the best it could be.

Mr. Patterson recognized Betsy Gladfelter for her efforts on the Coonamessett Restoration project.

Announcements: Mr. Brown noted that tomorrow night the Planning Board will discuss the recodification of the Zoning Bylaw. A presentation that was supposed to be made tonight by the Solid Waste Advisory Committee has been deferred to a future meeting.

Mr. Johnson-Staub stated that the Board met earlier in Executive Session and approved union contract renewals for the Department of Public Works and the AFSCME Unit B.

Public Comment: None at this time.

SUMMARY OF ACTIONS

1. Licenses
 - a. Approve Application for a Special One-Day Wine and Malt Liquor License – Shipwrecked, 263 Grand Avenue – Sunday, 11/14/21

Mr. Brown stated that concerns were received from a neighbor regarding music noise at the venue. The approved license asked that noise be contained to the property line and not amplified. Mr. Suso stated that he sent an email to the venue’s manger, bringing this to their attention.

Jennifer Murphy, Assistant Manager of Shipwrecked, stated that the concern expressed will be taken into account.

Motion by Ms. English Braga: To approve the application for a Special One-Day Wine and Malt Liquor License for Shipwrecked on 11/14/21.

Second: Mr. Patterson.

Roll Call Vote: Brown – aye; Patterson – aye; Taylor – aye; Scott Price – aye; English Braga – aye; Yes – 5 No – 0

2. Administrative Orders
 - a. Approve Grant of License to Adelle F. McDermott, Trustee of the Adelle F. McDermott Revocable Trust to place, erect and maintain a fence to be located within the layout of a public way known as 30 Harrington Street

Motion by Ms. English Braga: To approve a Grant of License to Adelle F. McDermott, Trustee of the Adelle F. McDermott Revocable Trust to place, erect, and maintain a fence to be located within the layout of a public way known as 30 Harrington Street.

Second: Mr. Patterson.

Roll Call Vote: Brown – aye; Patterson – aye; Taylor – aye; Scott Price – aye; English Braga – aye; Yes – 5 No – 0

- b. Naming request to consider naming the new senior center, the John V. Magnani Senior Center, and that the old senior center building named after John DeMello retain his name

Ms. Taylor recused herself from this item.

The Board acknowledged considering naming of the new senior center, the John V. Magnani Senior Center, and that the old senior center building named after John DeMello retain his name.

Ms. Taylor retook her seat.

- c. Vote to accept the 2020 Re-Precincting Plan for the Town of Falmouth as presented by the Town Clerk

Michael Palmer, Town Clerk, stated that all of the precincts are proposed to remain the same.

Motion by Mr. Patterson: To accept the 2020 Re-Precincting Plan for the Town of Falmouth as presented by the Town Clerk.

Second: Ms. English Braga.

Roll Call Vote: Brown – aye; Patterson – aye; Taylor – aye; Scott Price – aye; English Braga – aye; Yes – 5 No – 0

- d. Retroactive authorization to apply for a State Community Compact IT Grant to assist in funding the proposed Fire Station Alerting System

Motion by Ms. English Braga: To approve retroactive authorization to apply for a State Community Compact IT Grant to assist in funding the proposed Fire Station Alerting System.

Second: Ms. Taylor.

Roll Call Vote: Brown – aye; Patterson – aye; Taylor – aye; Scott Price – aye; English Braga – aye; Yes – 5 No – 0

- e. Vote to approve a Water Main Extension Agreement and a Wastewater Main Extension Agreement for the Kendall Lane Ch. 40B project off Worcester Court

Motion by Ms. English Braga: To approve a Water Main Extension Agreement and a Wastewater Main Extension Agreement for the Kendall Lane Ch. 40B project off Worcester Court.

Second: Mr. Patterson.

Roll Call Vote: Brown – aye; Patterson – aye; Taylor – aye; Scott Price – aye; English Braga – aye; Yes – 5 No – 0

3. Special Events

Recurring - Recommended:

- a. Jingle Jog 5K – Falmouth Chamber of Commerce – Start/Finish Main Street – Saturday, 12/4/21; 2:00 p.m. to 4:00 p.m.

Motion by Ms. English Braga: To approve the Jingle Jog 5K – Falmouth Chamber of Commerce – Start/Finish Main Street – Saturday, 12/4/21; 2:00 p.m. to 4:00 p.m.

Second: Mr. Patterson.

Roll Call Vote: Brown – aye; Patterson – aye; Taylor – aye; Scott Price – aye; English Braga – aye; Yes – 5 No – 0

- b. Falmouth Village Stroll – Falmouth Chamber of Commerce – Closure of Main Street between Post Office and Shore St. Ext. from 1:00 p.m. to 10:00 p.m. – Saturday, 12/4/21

Motion by Ms. English Braga: To approve the Falmouth Village Stroll – Falmouth Chamber of Commerce – Closure of Main Street between Post Office and Shore St. Ext. from 1:00 p.m. to 10:00 p.m. – Saturday, 12/4/21.

Second: Mr. Patterson.

Roll Call Vote: Brown – aye; Patterson – aye; Taylor – aye; Scott Price – aye; English Braga – aye; Yes – 5 No – 0

- c. 58th Annual Christmas Parade – Falmouth Chamber of Commerce – Main Street (from Dillingham Ave. to Village Green) – Sunday, 12/5/21, 12:00 noon (rain date Sunday, 12/12/21)

Motion by Mr. Patterson: To approve the 58th Annual Christmas Parade – Falmouth Chamber of Commerce – Main Street (from Dillingham Ave. to Village Green) – Sunday, 12/5/21, 12:00 noon (rain date Sunday, 12/12/21).

Second: Ms. Taylor.

Roll Call Vote: Brown – aye; Patterson – aye; Taylor – aye; Scott Price – aye; English Braga – aye; Yes – 5 No – 0

New – Recommended:

- a. Women Run Cape Cod 5K – Falmouth Running Club – Start/Finish Town Hall Square – Sunday, May 8, 2022, 7:00 a.m. – 10:00 a.m.

Motion by Ms. Taylor: To approve the Women Run Cape Cod 5K – Falmouth Running Club – Start/Finish Town Hall Square – Sunday, May 8, 2022, 7:00 a.m. – 10:00 a.m.

Second: Mr. Patterson.

Roll Call Vote: Brown – aye; Patterson – aye; Taylor – aye; Scott Price – aye; English Braga – aye; Yes – 5 No – 0

Ms. Taylor stated that she would like to look at streamlining future agendas in order to use meetings more effectively.

PUBLIC HEARINGS:

1. Shade Tree Hearing – on application by the Falmouth Parks Department for the removal of two (2) Norway Maple trees at 187 Central Avenue, East Falmouth

Ms. English Braga read the public hearing notice.

Jeremiah Pearson, Tree Warden, explained that these two trees are proposed to be removed to make an entrance into the new development on this site. These two trees are invasive and in poor health. The developer has been asked to plant two replacement trees.

Ms. English Braga noted that the public hearing stated that these two trees are located on Main Street. As such, this public hearing will need to be re-noticed with the proper address.

2. Shade Tree Hearing – on application by the Falmouth Parks Department for the removal of two (2) White Oak trees and one (1) Black Oak tree at 89 Maravista Avenue, Falmouth

Ms. English Braga read the public hearing notice.

Jeremiah Pearson, Tree Warden, stated that these three oak trees cause a safety issue due to lack of line of sight to the property owner. If these three trees are removed, the owner has agreed to donate three trees to Teaticket School or Worcester Court.

There was no public comment at this time.

Motion by Ms. English Braga: To close the hearing.

Second: Mr. Patterson.

Roll Call Vote: Brown – aye; Patterson – aye; Taylor – aye; Scott Price – aye; English Braga – aye; Yes – 5 No – 0

Motion by Ms. English Braga: To approve the removal of two (2) White Oak trees and one (1) Black Oak tree at 89 Maravista Avenue, Falmouth.

Second: Mr. Patterson.

Roll Call Vote: Brown – aye; Patterson – aye; Taylor – aye; Scott Price – aye; English Braga – aye; Yes – 5 No – 0

3. Vote to Adopt new mooring regulations relating to house floats and house boats

Ms. Taylor read the public hearing notice.

Gregg Fraser, Harbor Master, explained that there is a policy that only allows house floats in Great Harbor and Eel Pond. This summer, a new house float was constructed and the owner proposed to place it on a mooring outside of these zones which caused problems with property owners in the area. The recommendation is to change the current policy into regulations, as this allows for stronger enforcement by the Town. There are 19 of these in the current mooring plan, along with three aquaculture floats. There are currently 45 moorings identified within the zone, but most are used for regular boat moorings. The number of these items has been steady for decades. This seems to be a regulatory consideration, not a zoning issue.

Mr. Brown suggested tabling this item to a future meeting to allow additional time for public comment. He asked for public comment at this time.

Jonathan Goldman, 12 Sidney Street, stated that this is a very concerning item that renders use of the Harbor in an acrimonious way. The need for overregulation runs counter to the history and culture of house floats and boats.

Richard Pierce, Woods Hole, stated that he previously came out in opposition of all houseboats, in spirit of the 1980 bylaw that prohibits houseboats from all Town-owned marinas. This is an inappropriate use of the recreational mooring fields. There is a 20 year waiting list for people who want to use this resource for pleasure boating. There are a lot of issues around houseboats and some details need to be regulated.

Jeff Thomas, Chair of the Waterways Committee, stated that the Committee has not yet taken any action, as it does not own the regulations.

Frank Duffy, Town Counsel, stated that this is primarily an issue of regulation within the purview of the Harbor Master and the Waterways Committee. Falmouth does not zone out beyond the shore.

Cricket Warner stated that she is a house float owner, and she believes the regulations seem reasonable, though there are a couple of items that likely require some clarification.

David Bruce, School Street Woods Hole, stated that he could not be happier with the conditions regarding the house floats. This is part of what makes Woods Hole unique. Every float should have a holding tank and that regulation should stand. Insurance is difficult for a wooden structure and that should be considered before making it a regulation.

Motion by Ms. English Braga: To continue the hearing to November 8, 2021, at 7:30pm.

Second: Ms. Taylor.

Roll Call Vote: Brown – aye; Patterson – aye; Taylor – aye; Scott Price – aye; English Braga – aye; Yes – 5 No – 0

4. Application for a Pool Table License – AMVETS Post 70, 336 Palmer Avenue, Falmouth

Ms. Taylor read the public hearing notice.

Jeff Broeder, commander and manager of AMVETS, explained that this is a request for a single pool table as a means of recreation for the post.

There was no public comment at this time.

Motion by Ms. English Braga: To close the hearing.

Second: Mr. Patterson.

Roll Call Vote: Brown – aye; Patterson – aye; Taylor – aye; Scott Price – aye; English Braga – aye; Yes – 5 No – 0

Motion by Ms. Taylor: To approve the application for a Pool Table License – AMVETS Post 70, 336 Palmer Avenue, Falmouth.

Second: Ms. Scott Price.

Roll Call Vote: Brown – aye; Patterson – aye; Taylor – aye; Scott Price – aye; English Braga – aye; Yes – 5 No – 0

5. Wetlands/Dock Hearing – Teague I. Campbell – Reconstruct pier, ramp and float on the same general footprint as the existing dock in and over the waters of Rand’s Canal, located at 147 Bay Road Extension

Ms. English Braga read the public hearing notice.

Jeff Ryther, BSS Design, explained that Mr. Campbell owns the property at 147 Bay Road. There is an existing licensed 4’ wide dock that leads to a small float. The intention is to rebuild part of the dock and the additional 9’ is needed for appropriate depth.

Mr. Brown asked for public comment.

Keith Tortorella, 126 Bay Road, stated that the applicant's boat is currently 31' with a 10' beam. The applicant is asking to extend this dock 9'. Mr. Tortorella asked what will happen if the applicant obtains a larger boat. The waterway continues to fill with silt and narrow. This proposal could create an obstacle to navigating the waterway. He suggested moving the platform to the northeasterly portion of the applicant's property or not extending the 9'.

Brett Barton, 145 Chester Street, stated that there have been challenges over the years in maintaining the waterway for everyone. The proposed dock will be an upgrade to the area but having it 9' further out into the channel will make it difficult to navigate the area.

Ms. English Braga noted that the Board could make a condition regarding the size of the boat to be moored at this dock.

Mr. Brown asked about the existing depth of the float. Mr. Ryther stated that this is 1.3'-2.2'. There will be 5' of depth if the extension is approved.

Mr. Barton stated that the area has become heavily filled with silt to the point that most of the docks in the area are sitting on the sand for some part of the day. He asked the Board to consider what the checkpoint will look like in coming years.

Mr. Brown stated that there may be some benefit to moving the dock in a northeasterly direction. Mr. Ryther stated that this would likely lead to crossing additional resource areas. He stated that he would speak to his client regarding alternative options for the proposal.

Motion by Ms. English Braga: To continue the hearing to November 8, 2021, at 7:30PM.

Second: Mr. Patterson.

Roll Call Vote: Brown – aye; Patterson – aye; Taylor – aye; Scott Price – aye; English Braga – aye; Yes – 5 No – 0

6. Application for Renewal of Shellfish Aquaculture License #A11-05 issued to Daniel Ward of Ward Aquafarms, LLC, 51 North Falmouth Highway, for a 2.6-acre site in the waters of Megansett Harbor outside of the mouth of Rands Canal

Ms. English Braga read the public hearing notice.

Daniel Ward, 51 North Falmouth Highway, stated that he originally received this license ten years ago and would like to renew it. This was expanded to ten acres, two years after the first license. The project itself has not changed.

Motion by Ms. English Braga: To close the hearing.

Second: Mr. Patterson.

Roll Call Vote: Brown – aye; Patterson – aye; Taylor – aye; Scott Price – aye; English Braga – aye; Yes – 5 No – 0

Motion by Ms. English Braga: To approve the license as presented.

Second: Mr. Patterson.

Roll Call Vote: Brown – aye; Patterson – aye; Taylor – aye; Scott Price – aye; English Braga – aye; Yes – 5 No – 0

7. Application for an Alteration of the Licensed Premises of an All Alcoholic Common Victualler License – Pickle Jar Ltd. d/b/a Pickle Jar Kitchen at 170 Main Street, Falmouth

Motion by Mr. Patterson: To continue the hearing to November 8, 2021, at 7:30PM, at request of the applicant.

Second: Ms. English Braga.

Roll Call Vote: Brown – aye; Patterson – aye; Taylor – aye; Scott Price – aye; English Braga – aye; Yes – 5 No – 0

BUSINESS

1. Discussion/update on COVID-19 issues

Mr. McGann gave an update on COVID-19 issues. There were no questions at this time.

2. Discussion/vote on special cable council’s recommendation for “friendly” preliminary denial of renewal of cable license

William Solomon, special cable council, explained that the matter in question is a “friendly” preliminary denial. The Federal Cable Act provides two processes; one is a formal process where the cable company requested renewal and the town responds with an ascertainment process, and the second is an informal track where, after determining the needs of the Town, the parties sit down and negotiate. 99.99% of all cable licenses are agreed upon through the second negotiation process. As the cable company wanted to protect its interest, it and the Town followed the formal process, but this has become unnecessary as it is clear an agreement will be reached. There is an agreement on the fundamental terms of the cable license and so the request is a vote by the Board for a “friendly” preliminary denial. This is done to protect the interest of Comcast, protect the interests of the Town, and protect the interests of the public. Both parties will then finish the informal negotiation to the agreement.

Motion by Ms. English Braga: Whereas, the Town of Falmouth town is desirous of completing the cable television license renewal process and finalizing the cable license renewal agreement with Comcast Cable Communications Management LLC, pursuant to the informal licensing process set out in Section 626-H of the Cable Act; Whereas, Comcast and the Town have engaged in a good faith cable license negotiation process and reached agreement on the fundamental terms of the renewal license agreement; and Whereas the Select Board as the cable television license issuing authority deems it prudent to protect the interests of the parties with respect to the formal license renewal process; Now, therefore, because the renewal license has not yet been finalized and issued by this Board, and in order to protect the interests of the Town and Comcast as both parties work to finalize the

renewal license, the Board, pursuant to Section 626.C.1 of the Cable Act hereby votes to issue this “friendly” preliminary assessment of denial to provide additional time to complete the license renewal process and issue the renewal license. In order to provide the best opportunity with the parties to expeditiously reach an agreement regarding a cable television renewal license, the Town Special Counsel for this cable license renewal will file a request or motion with the Department of Telecommunications and Cable of the Commonwealth of Massachusetts to extend the time for the Town to file a written statement detailing the reasons for its preliminary denial pursuant to 207 CMR 3.063. This will provide additional time for the parties to finalize the renewal license without the need to devote time and attention to matters other than the completion thereof.

Second: Mr. Patterson.

Roll Call Vote: Brown – aye; Patterson – aye; Taylor – aye; Scott Price – aye; English Braga – aye; Yes – 5 No – 0

3. Follow-up discussion on North/West Fire Station

Fire Chief Smith reviewed a staffing plan for the North/West Fire Station. This would accommodate the same model being used currently at the East Falmouth Fire Station. The budget considerations for FY23 are just beginning and may include additional staffing to meet the staffing model.

Mr. Brown asked about response times. Fire Chief Smith stated that it is difficult to maintain a specific response time, due to the size of the Town. The Department is trying to staff adequately to allow for secondary responses in some areas of Town when needed.

Mr. Patterson stated that it is important to consider backup for the Department in case there are multiple calls around Town at once.

Ms. Scott Price noted that the McGrath report seems to state that an acceptable response time is four minutes. Fire Chief Smith stated that the 4-6 minute response time often mentioned comes from the American Heart Association standards. Response times often increase around Town due to there being multiple calls at one time.

Mr. Brown asked for public comment at this time.

Marsha Murphy, Charles Lane, asked that the Board not eliminate the West Falmouth Fire Station.

Jim Gray, 25 Brantwood Drive and representing the West Falmouth Village Association, stated that the West Falmouth Fire Station is very important to the area. The issue is very complex, and he thanked the Board for shining light on the issues.

Steve Coan, 597 West Falmouth Hwy, explained that the area lost something when the West Falmouth Station became staffed on a voluntary basis. The voluntary overtime system has failed.

Ms. Taylor noted that it is the responsibility of the Board to determine if a Station closes or not.

There was discussion regarding staffing for the stations in Town. Fire Chief Smith stated that, currently, staffing the West Falmouth Station is through overtime volunteer hours. Anything beyond that must be considered by the Union and Town Administration. He stated that he staffs the buildings through the contract language to the 16 person level using voluntary overtime. Mr. Suso stated that, per Labor Counsel, as long as the Chief has adequate staffing overall, the Chief can assign the firefighters at the beginning of each shift as he determines appropriate. This is not a contract issue that needs to be negotiated. Fire Chief Smith stated that he is working towards this on a regular basis. Mr. Suso stated that this does not need to be negotiated. Ms. Taylor asked if this is based on bodies or contract language. Mr. Brown asked what it will take to get to the 16 person level. Fire Chief Smith stated that the personnel hired are within the training phase at this time. Once this is completed, the personnel will be added to the shift complement to raise the level. Mr. Brown asked if a policy would eventually be set regarding setting a shift number. Fire Chief Smith stated that this could be considered as part of a staffing plan in the future.

Mr. Brown asked if more firefighters may have to be hired for next year. Mr. Suso stated that the FY22 budget has already been approved, and the hiring is governed by it. In April/May of 2022 there should be 18 firefighters for two shifts and 19 firefighters for two shifts. The need for mandatory overtime should be bargained with the Union. The additional staffing should be sufficient to start each day with 16 firefighters.

Todd Taylor, West Falmouth, stated that he believes the staffing is a negotiable item and the only way the West Falmouth Station will open regularly is to change the number from 14 to 16.

Mr. Suso stated that to get from the 2022 staffing to the amount needed three fiscal years after will require six additional firefighters.

Maurie Harlow-Hawkes stated that she would like this item to be discussed in a different forum, as there are a number of people wishing to speak. She asked about the internal committee the Chief is working with regarding the north/west/Hatchville station. Fire Chief Smith stated that the internal committee is staff personnel providing information, consideration, and needs for the upcoming project.

Ms. Harlow-Hawkes stated that it appears the Chief has 14 staff to work with at the start of shift, per the Union contract. The 16 number is not available until two personnel volunteer.

Marc Finneran stated that he has continued to ask what will be built and has received no answers. The Hatchville Station will apparently be staffed with four firefighters. 52% of the calls come from Main Street and there are six firefighters at that Station. He suggested that the majority of the relief that the Hatchville Station will provide will be to the North Falmouth Station. The Hatchville Station will likely not service more than 8% of the Town's calls, and it appears it will be too large and overly staffed.

Malcolm Donald stated that 16 firefighters will be required for West Falmouth to be staffed, and this Station will continue to take a hit whenever this is not the case.

Mr. Coan stated that he is confused regarding staffing. There is a contractual arrangement that there will be a minimum of 14 personnel at the beginning of every shift. Until the contract language changes, the Chief is limited in how many people he can assign beyond the 14. It will be a positive step to be fully staffed, but this does not consider those who may be vacant any given day.

Mr. Johnson-Staub stated that the Town is budgeted for more positions at the start of shift than are received each day. If the Town is budgeted for 19 and get 16 to show up, no one has to be forced to work, but if only 15 show up then someone must be forced to work overtime in order to get the 16. Mr. Brown noted that the Town does not currently have the ability, per the contract, to force that 16th person.

Mike Mueller, President of the Firefighters Union, stated that 14 firefighters can be held over at the start of every shift. When there are more personnel available, the Union will be willing to consider additional staffing. 56 people were stuck for shifts last month alone. There need to be additional personnel to count toward shift staffing before the number can move toward 16. A renegotiation can occur.

4. Report – Solid Waste Advisory Committee

This item was postponed to a later date.

5. Report – Shellfish Advisory Committee

Pete Chase, Chair of the Shellfish Advisory Committee, gave a brief report and update.

6. Presentation – Eversource Improving Supply and Reliability to Falmouth and Martha's Vineyard – Ronit Goldstein

Ronit Goldstein, Community Relations Manager, gave a presentation for Eversource.

7. Acting as Trustees of the Falmouth Affordable Housing Fund, Discussion and Vote on amended application from Megansett Crossing, LLC to increase funding award by an additional \$205,500 for a total of \$855,500 for 10 units of affordable rental housing at 676, 688 and 702 North Falmouth Highway and to apply for reimbursement from the Cape Cod Commission affordable housing mitigation account

Michael Galasso, managing member of Megansett Crossing, LLC, stated that the request is for solar for the roof of the affordable housing project. In the future, all projects will be required to be Net Zero, and this request is a move towards that for the project. Even with this request, the project will be at \$80,500 which is under the Town's \$100,000 maximum funding allowance. He suggested a condition of approval that three bids be sought for the solar project.

Mr. Johnson-Staub stated that a recommendation from the Community Preservation Committee spoke against using Falmouth Affordable Housing Funds for this project. The Town Manager conferred with the Cape Cod Commission, and it was determined that this project would likely

not be the best use for Affordable Housing Mitigation Funds. However, if the Town requests the funds for this purpose, it would be allowed. The Falmouth Affordable Housing Fund would make the most sense to use for this item in order to front the funding for the grant.

Mr. Brown expressed concern that the CPC and Affordable Housing Fund voted against this item on principle. The Town Manager is now also recommending against it on principle. Mr. Patterson stated that it is practical to recommend against this, as the funding could instead be used toward additional affordable units. Ms. Taylor agreed with the suggestion to use the funding toward additional units.

Motion by Ms. Taylor: That the Select Board acting as the Trustees of the Falmouth Affordable Housing Fund vote to deny the application of Megansett Crossing, LLC, for \$205,500 for the installation of rooftop solar panels and further that the Town will not seek funds from the Cape Cod Commission Affordable Housing Mitigation Account for this purpose, and to authorize the Town Manager to sign a letter to execute this vote.

Second: Mr. Patterson.

Roll Call Vote: Brown – aye; Patterson – aye; Taylor – aye; Scott Price – nay; English Braga – nay; Yes – 3 No – 2

8. Vote Charge for Sustainable Living for Working Families Taskforce (Article 18 of 06/28/2021 Annual Town Meeting)

Motion by Ms. English Braga: To approve the charge as presented.

Second: Ms. Taylor.

Roll Call Vote: Brown – aye; Patterson – aye; Taylor – aye; Scott Price – aye; English Braga – aye; Yes – 5 No – 0

9. Review and Vote to Approve Minutes of Meetings
 - a. Public Session – July 26, 2021; September 13, 2021

Motion by Ms. English Braga: To approve the meeting minutes of July 26, 2021, as amended.

Second: Mr. Patterson.

Roll Call Vote: Brown – aye; Patterson – aye; Taylor – aye; Scott Price – aye; English Braga – aye; Yes – 5 No – 0

Motion by Ms. English Braga: To approve the meeting minutes of September 13, 2021, as amended.

Second: Ms. Taylor.

Roll Call Vote: Brown – abstain; Patterson – abstain; Taylor – aye; Scott Price – aye; English Braga – aye; Yes – 3 No – 0 Abstain - 2

10. Individual Select Board Members' Reports

- The County is evaluating the process for allocating a portion of the ARPA funds, some of which will be apportioned to towns that apply.

- EDIC held a ribbon cutting for Phase II of the solar array at the landfill.
- EDIC also held public forums to review what the public would like to see for the bus station property redevelopment.

11. Town Manager's Report

None at this time.

ADJOURN

Motion by Ms. English Braga: To adjourn at 11:46pm. Second: Mr. Patterson

Roll Call Vote: Brown – aye; Patterson – aye; Taylor – aye; Scott Price – aye; English Braga – aye; Yes – 5 No – 0

Respectfully submitted,
Kristan Patenaude, Recording Secretary

February 10, 2025

February 24, 2025

TOWN OF FALMOUTH
SELECT BOARD
Open Meeting Minutes - DRAFT
MONDAY, FEBRUARY 10, 2025 – 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; Heather M. H. Goldstone

Absent: None

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

Proclamation: 100th Anniversary of the Falmouth Planning Board

Mr. Brown read out the proclamation included in the Select Board packet in its entirety. Charlotte Davis, chair of the planning board, accepted the proclamation, crediting Paul Dreyer for bringing the history to the planning board's attention.

Recognition: Mr. Mascali recognized the work of the plastic reduction advisory committee and for sending its proposed regulations to the Board of Health.

Announcements:

- Mr. Mascali announced a meeting hosted by Representative Vieira and Senator Fernandes tomorrow at the Pocasset Village Assn. Hall on the issue of the closure of the Pocasset facility.
- Ms. Goldstone urged townspeople to get involved on town committees and to take a look at existing openings.
- Mr. Brown said the Cape Light Compact has a new solar loan program and provided basic details of the program.

Public Comment: None

BUSINESS

Report – 250th Anniversary Task Force

Paul Dreyer narrated a series of approximately 5 screens detailing the work of this task force. Information focused on the history and formation of the committee, plus general and specific activities.

Mr. Brown first asked Mr. Dreyer if it were true that Falmouth Heights was the first planned residential community in the U.S. Mr. Dreyer said that was correct. Next, Mr. Brown asked if there was a chance the committee could push its date of 4/27/25 to the summer due to conflict with the DPW schedule. Mr. Dreyer said the solution was to change the venue rather than the date, so the location is the library lawn, which he said would work well.

Ms. Goldstone asked if the location of the Battle of Falmouth, whether it's Surf Drive or Falmouth Heights, has historical significance. Mr. Dreyer said the committee had several locations to consider and took all factors, such as sea level rise along Surf Drive, into account. The location suggested was the steps going down to the beach at Falmouth Heights.

Presentation of Petition Articles for April 2025 Annual Town Meeting

Present Petition Article #16 – Fund Urine Diversion Assessment – Earle Barnhart, Ron Zweig, Hilda Maingay, Green Center, Inc. and others.

Mr. Barnhart began by asking if he could combine Article 16 and 17 into one 10-minute presentation. Chair Taylor said yes.

Present Petition Article #17 – Fund Urine Diversion Study – Earle Barnhart, Ron Zweig, Hilda Maingay, Green Center, Inc. and others.

Mr. Barnhart read aloud a presentation detailing the purpose of each article, both of which focus on urine diversion methods to keep nitrogen out of the watersheds. His report included many details related to the technology of urine diversion and how this technology could be used for Falmouth’s wastewater planning and funding.

Chair Taylor’s asked about Article 16’s 50 homes. Mr. Barnhart said that a consultant would look at 50 homes and estimate the cost of putting urine diverting fixtures in them. Chair Taylor asked about Article 17’s 30 homes and wondered if that were enough for a study. Mr. Barnhart said that the study was not to be for DEP so 50 homes would not be required. He said the purpose was to demonstrate how much urine could be diverted from a home using simple, inexpensive, portable fixtures to show a year’s worth of removal. He also said it was for new testing. Ms. Maingay went on to explain that the testing as described would provide data in a shorter period of time ahead of a larger project. She explained how IA systems are very complex, and 50 homes are needed for that technology, but this request is for simpler technology that would provide valuable data and fewer participants are needed. There was brief comment on the status of the patent filed in 2023 on the urine diversion device and that it is awaiting government action.

Chair Taylor asked if the funding sought for these 2 articles is related to the device awaiting patent approval. Mr. Barnhart said no and explained the devices included in the articles. Chair Taylor asked “if your device would be used if you did 100 homes.” Ms. Maingay said if it were available, it could be. Mr. Barnhart said that nothing is installed in the home, they can be removed after data is obtained.

There was brief comment again about the 2023 filing for a patent for a fixture, which is not part of Articles 16 and 17. That fixture is not produced or manufactured yet, said Ms. Maingay, and is from private funding. She said the articles seek funding for devices that are not permanent, just temporary systems that provide data regarding what a permanent system would look like.

Mr. Brown said he knew of the patent because of tours of the Green Center. Mr. Renshaw said he has not seen the patent.

Mr. Goldstone asked what would happen to the portable unisex urinals purchased by the Town once they were removed. Mr. Barnhart said the Town could do what it wanted with them. Ms. Maingay said many people concerned about water quality would want to buy them.

Mr. Brown said the data provided probably won’t meet DEP’s needs, but he still would like to see it. He said he doesn’t know about buying the urinals. Ms. Maingay said they could leave that item out, and again said how important it was to gather the data ahead of the big project. Mr. Brown clarified that the Town is working to try to get a urine diversion pilot program, an item to come up later in the meeting.

Present Petition Article #18 – Transfer from Embarkation Fund for Woods Hole Police Detail – Thomas S. Crane and others.

Mr. Crane detailed the history behind the article and how it came about. He said the pedestrian and bikeways committee is supportive of the article. He said the article has been before Town Counsel who suggested minor tweaks.

Mr. Mascali asked Mr. Johnson-Staub about how the embarkation fund works regarding money for the police. Mr. Johnson-Staub said there is an allocation from that fund for the police, fire, and marine and environmental services, each of which is a small portion of each department’s budget, and it serves as a recognition of the impact the waterfront has on those departments. He said he believes there is a balance of over a million dollars in the fund, and it receives approximately \$400k a year. There is also something happening at the state level to increase, possibly triple, the embarkation.

Mr. Brown said he would like to see a police presence in Woods Hole due to the dangerous situation at the steamship authority parking lot. Mr. Crane said any police presence would need guidance in that parking lot situation.

Present Petition Article #19 – Prohibition of Sale and Release of Balloons – Christopher McGuire

Mr. McGuire asked to turn the presentation over to his daughter Faye McGuire, a junior at Falmouth Academy, who proceeded to narrate approximately 10 screens explaining the details of the article. She stressed that the article focuses on lighter-than-air balloons.

Responding to a question from Mr. Zylinski, Ms. McGuire said she has been working on the initiative since September but prepared the slides a couple weeks ago. Mr. Zylinski complimented the ease Ms. McGuire shows in presenting the information and said he looks forward to Town Meeting when she presents the article. Mr. Brown said he likes it and is glad she got around to it. Chair Taylor said it was very thoughtful and asked Ms. McGuire to send copies of the presentation slides to the Select Board.

Discuss and consider establishing a building committee to complete the planning and design phase of a new East Falmouth branch library through the Massachusetts Public Library Construction Program (MPLCP)

Brian Stokes updated the Board on this item. He said they received a planning and design grant from the Mass Public Library Construction Program. He said the first step is to establish a building committee or advisory committee to move through the process of building a new branch library for East Falmouth, providing some specifics of what the committee would be focusing on, such as getting an RFP for the OPM and architect.

Ms. Goldstone asked what the difference is between a building committee and an advisory committee. Mr. Johnson-Staub said the longer title of “building advisory committee” includes the various aspects of what the committee would be doing and what its role is. He said the committee would need to be appointed by the Select Board because it would be making recommendations to the Board, library board, and potentially Town Meeting.

Motion by Chair Taylor: To approve the establishment of an East Falmouth Library Advisory Committee to complete the planning and design phase of a new East Falmouth Library and to approve the opening of the application process for the committee as presented Second: Mr. Brown

Ms. Goldstone raised the need to be consistent with the name of the committee.

Ms. Goldstone moved to amend the motion as follows: “...the establishment of an East Falmouth Library Building Advisory Committee...” Second: Mr. Brown

Vote: Yes – 5 No - 0

Discuss and consider drafting a letter to the Governor outlining the Town’s concerns with the closure of the Cape & Islands Community Mental Health Center

Mr. Renshaw orally reviewed the item for the Board, referring to the *Agenda Item Summary Sheet*, Item number and Title: *Business 4 - Discuss and consider drafting a letter to the Governor outlining the Town’s concerns with the closure of the Cape & Islands Community Mental Health Center* in the Select Board packet. He recommended approval, whether a letter or a resolution, to oppose the proposed closure of the Pocasset mental health facility.

Mr. Brown said he would be in favor. Mr. Mascali said he would prefer a letter to a resolution. Brief discussion included other sources of support for the facility, the impact of staffing cuts, and impacts on longevity and coordination of care. Chair Taylor said they needed to get a letter out quickly and strongly. Mr. Brown also raised the issue of first responders who are dealing with this overflow already, which causes further problems.

Ms. Goldstone said she supports a letter and said it should include making the case for why this unique situation is needed and warranted for our region. She also said ideas may come out of the meeting being held tomorrow night in Pocasset on this issue. Mr. Brown said to take services away at this time when the need is not being met is unacceptable. Mr. Mascali said there is a petition on line that people can sign, as well as a rally at the Bourne traffic circle this Friday.

Chair Taylor quoted from an email from the human services director speaking to the need of a regional mental health facility.

Public comment:

Alden Cook, retired firefighter/paramedic after 29 years of service – said citizens do not realize the seriousness of this matter – said first responders spend enormous amounts of time with people with psychiatric, schizophrenic, and emotional problems, trying to get them to the proper facilities – said if Pocasset closes, we're left wide open, especially for young people – said trained professionals in mental health are needed – said the Board should support wholeheartedly the effort not to close the facility.

Motion by Mr. Mascali: That we direct the Town Manager to draft a letter to the governor to be signed by the chair outlining the Town's concerns with the closure of the Cape and Islands Community Mental Health Center as we have discussed this evening Second: Ms. Goldstone

Mr. Brown requested that the letter also be sent to local legislators.

Vote; Yes – 5 No - 0

Update on urine diversion feasibility study

Mr. Johnson-Staub orally reviewed the item for the Board, referring to the *Agenda Item Summary Sheet*, Item number and Title: *Business 5 - Update on urine diversion feasibility study* in the Select Board packet. He said it will take longer and be more complicated than initially anticipated to get necessary approvals for the Town's water quality management plan. He provided details on the process that would be used and what hurdles exist with, say, the plumbing board and MassDEP. He outlined some of the procedural challenges with the issue of nitrogen reduction through urine diversion.

Ms. Goldstone asked about what would ultimately be mandated for use. Mr. Johnson-Staub said if the Town can get provisional use approval and launch a pilot project that shows nitrogen removal is consistent with the watershed permit targets, then urine diversion could be one of the methods. Ms. Goldstone asked if every different fixture for urine diversion needs to secure both plumbing board and DEP approval. Mr. Johnson-Staub said that for the plumbing board, yes. Brian Horsely from MASSTC outlined the approval process and what would need approval from which board. He said American Standard has shown interest in the design phase of the urine diverting toilet fixture.

Ms. Goldstone asked if more outreach is needed for the scope of work. Mr. Johnson-Staub outlined the purpose of the stakeholder meetings where the working group and MASSTC work through the scope of services.

Mr. Brown asked if a letter of interest could be sent to American Standard. Mr. Johnson-Staub said it would be possible. Chair Taylor said this could be done through the working group.

Discuss and consider approval of an amendment to the intermunicipal agreement with the Massachusetts Advanced Septic System Technology Center of Barnstable County for services related to a urine diversion feasibility study

Mr. Johnson-Staub orally reviewed the item for the Board, referring to the *Agenda Item Summary Sheet*, Item number and Title: *Business 6 - Discuss and consider approval of an amendment to the intermunicipal agreement with the Massachusetts Advanced Septic System Technology Center of Barnstable County for services related to a urine diversion feasibility study* in the Select Board packet.

Chair Taylor sought and received clarification that the original agreement authorized \$80,000 and \$50,000 has been spent. Mr. Johnson-Staub also said another \$33,000 will be needed on top of that to complete the feasibility study. Chair Taylor asked why only 65% of the scope of work has been completed. Mr. Johnson-Staub said it's because of longer approval time from the plumbing board, and elements in the scope depend upon that. Also, an element in the scope is the letter that would go out to participants, which cannot be finalized until more things are known.

Chair Taylor raised the issue of the timing of the process and why the Town entered an agreement knowing that it couldn't be completed in a designated amount of time.

Mr. Renshaw said due to the innovative nature of the initiative, they miscalculated the length of time needed to address complexities and gathering data. What this item would do is provide additional time to complete the feasibility study. He asked if the extension would get the Town to where it needs to be for 2025 November Town Meeting.

There was discussion on the pros and cons of approving an extension of the agreement. Issues raised were what target dates for deliverables were considered, the complication of dealing with something never done before, and the level of confidence in being able to get the work done by Sept. 1 when so much is out of the Town's control. Mr. Horsley said he could not say with 100% confidence that all would be ready by Sept 1 but went on to reiterate comments from the Board about the newness of the venture and not fully understanding all that would need to be done. He said now they know what they need to do, and he is confident they'll be successful with completing the tasks. Mr. Johnson-Staub said this is an approach the community is interested in, and that the Town is working on it diligently and seriously, but he also said he could not be 100% confident it would be done this time.

Chair Taylor reiterated her concern about entering into a contract knowing we may not be able to get it done.

Mr. Brown said without continuing to fund it, we would never get there, and that there is no certainty that it can be completed, but he said it's a good investment because of what it will mean for Townspeople if successful.

Chair Taylor asked if the Board is willing to say if it's not ready for November, it will extend the contract for another 3 months for another \$30,000. Mr. Brown said immediately that he would.

Mr. Mascali said that while he appreciates the concerns raised, he would support continuing with the process for the reasons that have been stated, and that it would be good for the Town if successful.

Motion by Mr. Mascali: To approve the amendment to the intermunicipal agreement with the Massachusetts Advances Septic System Technology Center of Barnstable County for services related to a urine diversion feasibility study as presented **Second: Mr. Brown** **Vote: Yes – 4 No – 1 (Chair Taylor)**

CONSENT AGENDA

1. Licenses
 - a. Consider a vote to approve an application for a Special One-Day Wine & Malt Beverages License – Main Street Gallery, 189 Main Street – Friday, 2/13/25; 4:30 to 7:00 p.m.
2. Administrative Orders
 - a. Consider a vote to approve a request for a variance to Sign Code – §184-30 (C) Special Events: St. Barnabas Church, 91 Main Street
 - b. Consider a vote to approve letters to be sent to Governor Healey and state legislators regarding proposed change to Septic Tax Credit
 - c. Consider a vote to approve a waiver of the Town permit fees for the Falmouth Housing Trust 5-unit affordable housing development at 419 Waquoit Highway

Motion by Mr. Zylinski: To approve the Consent Agenda with the exception of Item 1 held by Mr. Mascali
Second: Ms. Goldstone **Vote: Yes – 5 No – 0**

Mr. Mascali said he needed to abstain from the vote because he is on the board of Nobska Light which would benefit from the event on Feb. 13.

Motion by Ms. Goldstone: To approve an application for a Special One-Day Wine & Malt Beverages License for Main Street Gallery, 189 Main Street, for an event Friday, 2/13/25 from 4:30 to 7:00 p.m.
Second: Mr. Brown **Vote: Yes – 4 No – 0 Abstain – 1 (Mr. Mascali)**

MINUTES

Review and Vote to Approve Minutes of Meetings - Public Session – January 27, 2025

Ms. Goldstone made two amendments: 1) p. 2 – under Announcements should read – “super spelled Soup-er Bowl Sunday Fund Raiser; and 2) p. 8 – under Item 13, spelling of Brayton Point should be corrected at all points to be Brayton

Motion by Mr. Zylinski: To approve with two edits Second: Mr. Brown Vote: Yes – 5 No - 0

TOWN MANAGER’S SUPPLEMENTAL REPORT

None

SELECT BOARD REPORTS

Ms. Goldstone reported on the following:

- Attended a workshop hosted by Resilient Woods Hole and thanked the Town Manager for encouraging staff attention to this effort

Mr. Mascali reported on the following:

- Attended the bicycle and pedestrian committee meeting on 2/5 and noted the need for improvements at the Gifford St. and Dillingham intersection

Mr. Brown reported on the following:

- Met on a Zoom call with Sen. Fernandes and others to discuss the potentially proposed legislation for changing the septic tax credit to be refundable

Mr. Zylinski reported on the following:

- Announced he will not be seeking re-election to the Board when his commitment to the Town is fulfilled

Chair Taylor reported on the following:

- Attended the Soup-er Bowl and said it was a great gathering
- Reminded Board of the March 1 workshop
- Asked Mr. Mascali and Ms. Goldstone about an update on the Select Board handbook
- Asked members to submit any additional agenda ideas for 3/1 workshop

ADJOURN

Motion by Mr. Mascali: To adjourn Second: Ms. Goldstone Vote: Yes – 5 No - 0

Respectfully submitted,
Carole Sutherland, Recording Secretary