



Town of Falmouth Select Board
Regular Meeting

Monday, November 3, 2025, 6:30 PM
Select Board Meeting Room
Town Hall
59 Town Hall Square, Falmouth, MA 02540

AGENDA

1. OPEN SESSION - 6:30 PM

- a. Call to Order
- b. Pledge of Allegiance
- c. Recognition
- d. Announcements
- e. Public Comment

2. CONSENT AGENDA - 6:35 PM

- a. Licenses
 - 1) Consider a vote to approve an application by Cape Cod Winery for a Special One-Day Agricultural Liquor License to be executed at Mahoney's Garden Center, 958 East Falmouth Highway, for an agricultural event, "Merry & Bright," on November 13, 2025, from 4:00 pm to 7:00 pm.
 - 2) Consider a vote to approve the application by Falmouth Theatre Guild for two Special One-Day All Alcoholic Beverages Licenses to be located at Highfield Theater, 58 Highfield Drive, Falmouth, on the weekends of December 12th through 14th and 19th through 21st.
 - 3) Consider a vote to approve a request to change the date of a Special One-Day Wine & Malt Beverages License issued to West Falmouth Library, 575 West Falmouth Highway, for a Fall Wine Tasting dated October 29, 2025, to November 12, 2025, due to illness of the presenter.
- b. Administrative Orders
 - 1) Consider a vote to approve a request from the Falmouth Cultural Council to apply to the Arts Foundation of Cape Cod (AFCC) for a grant in the amount of \$5,000 and to the Rotary Club of Falmouth, Cape Cod for a grant in the amount of \$1,000
 - 2) Consider a vote to approve the request by Highfield Hall & Gardens for a Sign Variance to place a holiday sign at the corner of Depot Avenue and North Main Street for Annual Holidays at Highfield to be displayed from date of approval through December 15, 2025

3. BUSINESS - 6:40 PM

- a. Report - Board of Library Trustees **(15 minutes)**
- b. Report - Agricultural Commission **(15 Minutes)**
- c. Fiscal Year 2027 Operating Budget Policy **(15 minutes)**

- d. Consider a vote to approve the solar carport canopy Notice of Lease (NOL) and Lease Agreement with Solect Energy Development LLC for the Falmouth High School Lot C (Teacher Lot at 1200 Gifford St. EXT) **(10 minutes)**
 - e. Consider a vote to approve the Notice of Lease (NOL) and Lease Agreement with Solect Energy Development LLC for the solar carport canopy at North Falmouth Elementary School (62 Old Main Rd) **(10 minutes)**
 - f. Discuss the requirements and necessary resources for implementing a residential property tax exemption **(25 minutes)**
 - g. Discuss the requirements and potential benefits of implementing a Water Infrastructure Improvement Fund (WIIF) **(25 minutes)**
 - h. Discuss and consider a vote to approve an application to the Falmouth Affordable Housing Fund from Michael Galasso, 4 Sandwich Road, LLC regarding the project located at 4 Sandwich Road **(15 minutes)**
 - i. Presentation and discussion on the ClearPoint Strategy strategic plan and capital project status tracking platform **(10 minutes)**
 - j. Discuss the Town of Brewster's Preschool Family Support Program **(15 minutes)**
 - k. Update on police station site location process **(5 minutes)**
4. **TOWN MANAGER'S SUPPLEMENTAL REPORT - 9:20 PM**
 5. **SELECT BOARD REPORTS - 9:25 PM**
 6. **FUTURE AGENDA ITEMS - 9:30 PM**
 7. **ADJOURN - 9:35 PM**

Robert P. Mascali, Chair
 Select Board

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.



Item: 2.a.1.

ITEM REPORT

To: Town of Falmouth Select Board

Submitted By: Phyllis Downey, Administrative Assistant

Meeting Date: November 3, 2025

Department/Office: Town Manager/Select Board

Item Name: Consider a vote to approve an application by Cape Cod Winery for a Special One-Day Agricultural Liquor License to be executed at Mahoney's Garden Center, 958 East Falmouth Highway, for an agricultural event, "Merry & Bright," on November 13, 2025, from 4:00 pm to 7:00 pm.

Purpose:

The Select Board will consider a vote to approve an application by Cape Cod Winery for a Special Agricultural Liquor License for an agricultural event, "Merry & Bright", to be held at Mahoney's Garden Center, 958 East Falmouth Highway, East Falmouth on November 13, 2025, from 4:00 pm to 7:00 pm.

Background/Summary:

- A complete application and letter from the Massachusetts Department of Agricultural Resources confirming the request as an "Agricultural Event" was received on October 24, 2025.
- The Falmouth Police Department reviewed the application and had no objections.
- Prior to 2020, several license applications for this type of license were applied for and approved each year.

Recommended Actions:

Department Recommendation:

The Town Manager's office recommends approval of the application by Cape Cod Winery for a Special Agricultural Liquor License for an agricultural event "Merry & Bright" at Mahoney's Garden Center, 958 East Falmouth Highway, East Falmouth on November 13, 2025, from 4:00 pm to 7:00 pm as presented.

Options:

- Motion to approve an application by Cape Cod Winery for a Special One-Day Agricultural Liquor License to be executed at Mahoney's Garden Center, 958 East

Falmouth Highway, for an Agricultural Event "Merry & Bright" on November 13, 2025, from 4:00 pm to 7:00 pm.

- Motion to deny an application by Cape Cod Winery for a Special One-Day Agricultural Liquor License at Mahoney's Garden Center, 958 East Falmouth Highway, on November 13, 2025.
- Some other Select Board specified alternative.

Town Manager's Comments:

The Town Manager recommends that the Select Board approve the application by Cape Cod Winery for a Special Agricultural Liquor License for an agricultural event "Merry & Bright" at Mahoney's Garden Center, 958 East Falmouth Highway, East Falmouth on November 13, 2025, from 4:00 pm to 7:00 pm as presented.

Budget:

Applicable? (yes or no):

No

Budgeted? (yes or no):

| Fund | Dept. | Acct No. | Budget | Balance | Requested | Remaining |
|-------------|--------------|-----------------|---------------|----------------|------------------|------------------|
|-------------|--------------|-----------------|---------------|----------------|------------------|------------------|

Finance Director's Comments (if applicable):

N/A

Attachments:

1. Cape Cod Winery-Special Agricultural Liquor License 11.03.25
2. Cape Cod Winery-Special Agricultural Liquor License FPD review 11.03.25



TOWN OF FALMOUTH

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

SPECIAL AGRICULTURAL LIQUOR LICENSE
FOR THE SALE OF ALCOHOLIC BEVERAGES
M.G.L.A. CHAPTER 138, SECTION 15F

NAME OF APPLICANT: Cape Cod Winery/Erika Orlandella
ADDRESS OF APPLICANT: 4 Oxbow Road East Falmouth, MA 02536
NAME OF FARM-WINERY OR INDIVIDUAL: Cape Cod Winery
MAILING ADDRESS (If different) _____
LOCATION TO BE LICENSED: Mahoney's Garden Center, 958 E Falmouth Hwy, Falmouth, MA 02536
TELEPHONE #: (781)330-9677
EMAIL: erika@capecodwinery.com
TYPE OF EVENT: Agricultural Event- Merry & Bright Night Mahoney's
DATE/S OF EVENT: 11/13/2025
HOURS OF EVENT: 4pm-7pm
APPROXIMATE # OF PEOPLE: 100

AUTHORIZED MANAGER/OFFICER OF FARM-WINERY Erika Orlandella
(PRINT NAME)

DATE 10/20/2025

Erika Orlandella
APPLICANT SIGNATURE

FEE: \$50.00 LICENSE FEE
\$10.00 FILING FEE

SUBMIT COPY OF CERTIFICATION
OF AGRICULTURAL EVENT FOR
THE SALE OF WINE FROM MASS.
DEPT. OF AGRICULTURAL RESOURCES.

SELECT BOARD

THE COMMONWEALTH OF MASSACHUSETTS

EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS



Department of Agricultural Resources

100 Cambridge Street, 9th Floor, Boston, MA 02114
www.mass.gov/agr



Maura T. Healey
GOVERNOR

Kimberley Driscoll
LIEUTENANT

Rebecca L. Tepper
SECRETARY

Ashley E. Randle
COMMISSIONER

10/20/2025

Cape Cod Winery, Inc.

Dear Erika Orlandella,

Please be advised that the application submitted on behalf of Cape Cod Winery, Inc. for certification of the Mahoney's Merry & Bright Night as an agricultural event pursuant to M.G.L. c 138, Section 15F has been approved.

Please remember that, upon certification of an agricultural event by the Massachusetts Department of Agricultural Resources ("MDAR"), the farm-winery, farm-brewery, pub-brewery or farm-distillery must include a copy of the certification to the local licensing authority along with the application for special license from the city or town in which the event will be held. Upon issuance of a special license, MDAR recommends that you also confirm that a copy of the special license was sent by the local licensing authority to the Alcoholic Beverages Control Commission ("ABCC") at least seven (7) days prior to the event in accordance with M.G.L. c. 138, Section 15F.

A handwritten signature in blue ink that reads "Ashley E. Randle".

Ashley E. Randle, Commissioner

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS



Department of Agricultural Resources

100 Cambridge Street, 9th Floor, Boston, MA 02114
www.mass.gov/agr



Maura T. Healey
GOVERNOR

Kimberley Driscoll
LIEUTENANT

Rebecca L. Tepper
SECRETARY

Ashley E. Randle
COMMISSIONER

Pursuant to M. G. L. c. Section 15f, the Massachusetts Department of Agricultural Resources certifies the

2025

Mahoney's Merry & Bright Night

As an Agricultural Event

Certified Event:

Mahoney's Merry & Bright Night

Location:

958 E Falmouth Highway
East Falmouth, Massachusetts

Duration:

11/13/2025 through 11/13/2025
4:00:00 PM to 7:00:00 PM

Event Manager:

Jan Leone

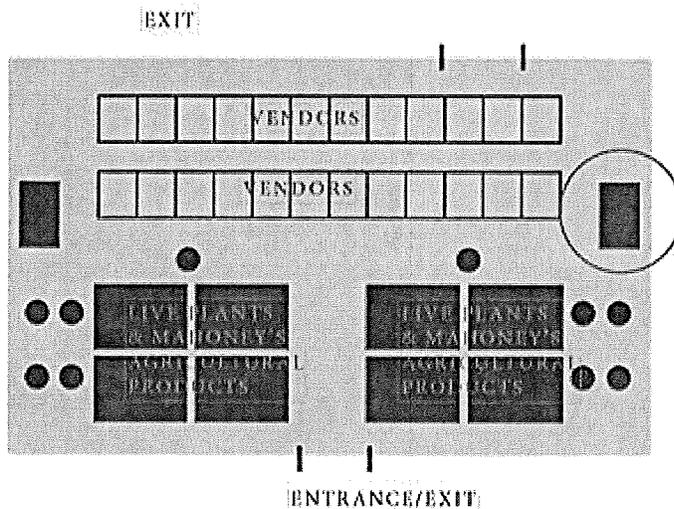
Certificate #1855

Phyllis Downey

From: Erika Orlandella <erika@capecodwinery.com>
Sent: Friday, October 24, 2025 1:52 PM
To: Phyllis Downey
Subject: Re: Requirement! - RE: [EXTERNAL] - FW: Ag Event Cert Mahoney's

Hi Phyllis,

Please see attached layout, let me know if you need anything else, thank you!



Mahoney's Garden Center
Holiday Market

Falmouth Floorplan

958 E Falmouth Hwy,
East Falmouth, MA 02536
(Cape Cod Winery circled in RED)

Cheers,

Erika

On Oct 24, 2025, at 11:50 AM, Phyllis Downey <phyllis.downey@falmouthma.gov> wrote:

Yes, I believe the layout that was sent to MDAR would work.

Phyllis Downey

Town of Falmouth Select Board/Town Manager Office

508-495-7325

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

From: Erika Orlandella <erika@capecodwinery.com>

Sent: Friday, October 24, 2025 11:49 AM

Phyllis Downey

From: Brian Reid <brian.reid@falmouthpolicema.gov>
Sent: Monday, October 27, 2025 10:25 AM
To: Phyllis Downey; Jeff Lourie; Ryan Hergt
Subject: Re: Special One-Day Agricultural Wine License - Cape Cod Winery/Mahoney's

No objection from Police.

Respectfully,

Brian L. Reid
Captain of Operations and Specialized Services
Falmouth Police Department
750 Main Street
Falmouth, MA 02540
774-255-4527 Ext. 4502

From: Phyllis Downey <phyllis.downey@falmouthma.gov>
Sent: Friday, October 24, 2025 2:22 PM
To: Brian Reid <brian.reid@falmouthpolicema.gov>; Jeff Lourie <Jeff.Lourie@falmouthpolicema.gov>; Ryan Hergt <ryan.hergt@falmouthpolicema.gov>
Subject: FW: Special One-Day Agricultural Wine License - Cape Cod Winery/Mahoney's

Good afternoon,

Attached please find the *complete* application by Cape Cod Winery for a Special Agricultural Liquor License to be had at Mahoney's Garden Center, on November 13th from 4:00 pm to 7:00 pm. The application will be voted by the Select Board on November 3rd. Please forward any recommendation your office may have for the Board.

We regret the inconvenience of this short notice for this application, an updated application form requesting submission at least 45 days prior to Select Board review.

Thank you,
Phyllis

Phyllis Downey
Town of Falmouth Select Board/Town Manager Office
508-495-7325

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

From: Falmouth Licensing
Sent: Monday, October 20, 2025 4:07 PM
To: Brian Reid <brian.reid@falmouthpolicema.gov>
Cc: Jeff Lourie <Jeff.Lourie@falmouthpolicema.gov>; Ryan Hergt <ryan.hergt@falmouthpolicema.gov>
Subject: Special One-Day Agricultural Wine License - Cape Cod Winery/Mahoney's



Item: 2.a.2.

ITEM REPORT

To: Town of Falmouth Select Board

Submitted By: Phyllis Downey, Administrative Assistant

Meeting Date: November 3, 2025

Department/Office: Town Manager/Select Board

Item Name: Consider a vote to approve the application by Falmouth Theatre Guild for two Special One-Day All Alcoholic Beverages Licenses to be located at Highfield Theater, 58 Highfield Drive, Falmouth, on the weekends of December 12th through 14th and 19th through 21st.

Purpose:

The Select Board will consider a vote to approve the application by Falmouth Theatre Guild for two Special One-Day All Alcoholic Beverages Licenses to be located at Highfield Theater, 58 Highfield Drive, Falmouth, on the weekends of December 12th through 14th and 19th through 21st.

Background/Summary:

- The application was received on October 17, 2025.
- The license dates and times are as follows:
 - Friday evening performances 6:30 pm to 11:00 pm, December 12th and 19th
 - Saturday Matinées 1:00 pm to 5:30 pm, December 13th and 20th
 - Saturday evening performances 6:30 pm to 11:00 pm, December 13th and 20th
 - Sunday Matinées 1:00 pm to 5:30 pm, December 14th and 21st
 - The Fire-Rescue, Police and Health Departments reviewed the application and found no issues or objections.

Recommended Actions:

Department Recommendation:

The Town Manager's office recommends the approval of the application by Falmouth Theatre Guild for two Special One-Day All Alcoholic Beverages Licenses to be located at Highfield Theater, 58 Highfield Drive, Falmouth, on the weekends of December 12th through 14th and 19th through 21st as presented.

Options:

- Motion to approve the application by Falmouth Theatre Guild for two Special One-Day All Alcoholic Beverages Licenses to be located at Highfield Theater, 58 Highfield Drive, Falmouth, on the weekends of December 12th through 14th and 19th through 21st as presented.
- Motion to deny the application by Falmouth Theatre Guild for two Special One-Day All Alcoholic Beverages Licenses to be located at Highfield Theater, 58 Highfield Drive, Falmouth, on the weekends of December 12th through 14th and 19th through 21st.
- Some other Select Board specified alternatives.

Town Manager's Comments:

The Town Manager recommends that the Select Board approve the application by Falmouth Theatre Guild for two Special One-Day All Alcoholic Beverages Licenses to be located at Highfield Theater, 58 Highfield Drive, Falmouth, on the weekends of December 12th through 14th and 19th through 21st as presented.

Budget:

Applicable? (yes or no):

No

Budgeted? (yes or no):

| Fund | Dept. | Acct No. | Budget | Balance | Requested | Remaining |
|-------------|--------------|-----------------|---------------|----------------|------------------|------------------|
|-------------|--------------|-----------------|---------------|----------------|------------------|------------------|

Finance Director's Comments (if applicable):

N/A

Attachments:

1. Falmouth Theatre Guild Special One-Day License Application 11.03.25

PAID

\$10 ck# 4451
\$150 ck# 217387



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

Apply at least 45 days prior to Select Board hearing.

NAME OF APPLICANT: Tomas McCahill

ADDRESS OF APPLICANT: 66 E Harbor Dr

Teaticket MA 02536
TOWN STATE ZIP CODE

NAME OF ORGANIZATION: Falmouth Theatre Guild

MAILING ADDRESS: PO Box 383 Falmouth, MA 02541

TELEPHONE #: 774-392-3299 EMAIL: tm.mccahill@gmail.com@capecodfive.com

LOCATION TO BE LICENSED-ADDRESS: 58 Highfield Dr

Falmouth MA 02540
TOWN STATE ZIP CODE

EVENT TITLE: RENT APPROXIMATE # OF PEOPLE: 2400 total

300/show

DATE(S) OF EVENT: Dec 12-14, 19-21 HOURS OF EVENT: Fri 6:30P-11:00P, Sat 1:00P-11:00P, Sun 1:00P-5:30P

AUTHORIZED MANAGER OF ESTABLISHMENT EVENT: Tomas McCahill

TYPE OF LICENSE:

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

REQUIREMENTS check list:

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

10/16/2025
DATE

APPLICANT SIGNATURE

FEES DUE UPON SUBMISSION:
\$25.00 PER DAY payable by Cashier's or Bank Check only
\$10.00 FILING FEE



Falmouth Theatre Guild

Bringing you the best in Community Theater since 1958

Falmouth Theatre Guild

P.O. Box 383

Falmouth MA, 02541

www.falmouththeatreguild.org

(508) 548-0400

October 16, 2025

Board of Directors

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

Application for Special One Day Liquor License:
Falmouth Theatre Guild
for the musical performance "RENT"
December 12-14 & December 19-21 2025 (6 days/8 performances)

Dear Town of Falmouth,

Please find attached a completed application requesting special one-day liquor licenses covering the 6 days & 8 performances (two on Saturdays), we have scheduled for the musical performance "RENT" running Fridays-Sundays December 12-14 & December 19-21, 2025 (7:30 PM on Fridays, 2:00 PM and 7:30 PM on Saturdays, and 2:00PM Sundays).

We would like to sell alcoholic beverages to our patrons for 60 minutes before each performance and for 30 minutes during intermission. This would be 6:30 PM-11:00 PM for the 4 evening performances and 1:00 PM-5:30 PM for our 4 matinee performances. As we have done in years past, alcoholic beverages would be served from our concessions stand where we also offer cans of soda and seltzer, boxed/canned water, and prepackaged snacks and candy. There is no food preparation at our concessions stand.

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

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

Thank you,

Tomas McCahill, Director-at-Large
(774) 392-3299
Tm.tmcchill@gmail.com



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

LIQUOR LIABILITY COVERAGE

RENEWAL DECLARATIONS

POLICY NO: CPP2001018

| | |
|-----------------------------------|---------------------------|
| NAMED INSURED AND MAILING ADDRESS | AGENT AND MAILING ADDRESS |
|-----------------------------------|---------------------------|

| | |
|---|---|
| Falmouth Theatre Guild, Inc. dba Falmouth Theatre Guild PO BOX 383 FALMOUTH, MA 02541-0383 | XS Brokers Insurance Agency, Inc. 13 TEMPLE ST QUINCY, MA 02169-5110 |
|---|---|

Agent Code: 1786-MA

POLICY PERIOD: FROM **09/01/2025** TO **09/01/2026** AT 12:00 AM STANDARD TIME
 AT THE INSURED'S MAILING ADDRESS SHOWN ABOVE

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

DESCRIPTION OF BUSINESS: Theater
FORM OF BUSINESS: Corporation

| | |
|---------------------------------------|----------------|
| Liquor Liability Total Premium | \$1,212 |
|---------------------------------------|----------------|

POLICY FORMS AND ENDORSEMENTS

Applicable Forms and Endorsements are omitted if shown in specific Coverage Part/Coverage Form Declarations.

| Number | Edition | Description |
|-------------|---------|---------------------------------|
| HMIC LL 100 | 05 25 | Liquor Liability Coverage Forms |

LIQUOR LIABILITY COVERAGE
DECLARATIONS PAGE (Continued)

| DESCRIPTON OF BUSINESS | | | | |
|--|--------------------------------------|--------------|----------|----------------|
| LOCATION NUMBER: | 1 | | | |
| LOCATION ADDRESS: | 58 HIGHFIELD DR, FALMOUTH, MA, 02540 | | | |
| LOCATION DESCRIPTION: | Theater | | | |
| LIMITS OF INSURANCE | | | | |
| Per Person Occurrence Limit | | | | \$1,000,000 |
| Per Occurrence Limit | | | | \$1,000,000 |
| Aggregate Limit | | | | \$2,000,000 |
| CLASSIFICATION | CODE | PREMIUM BASE | EXPOSURE | PREMIUM |
| Bar/Taverns | 31 | Liquor Sales | \$20,954 | \$1,212 |
| Coverage | | | | Premium |
| Liquor Liability | | | | \$1,212 |
| Total Location Premium | | | | \$1,212 |
| This premium includes the following modifications: Early Closing Discount Loss Free Discount Alcohol Awareness Discount | | | | |

LOCATION FORMS AND ENDORSEMENTS

| Number | Edition | Description |
|--------|---------|--|
| LL 208 | 05 19 | Assault and/or Battery Exclusion |
| LL 218 | 2023 | Exclusion - Contractors, Subcontractors And Entertainers |
| LL 215 | 2023 | Exclusion - Third Party or Contracted Security |

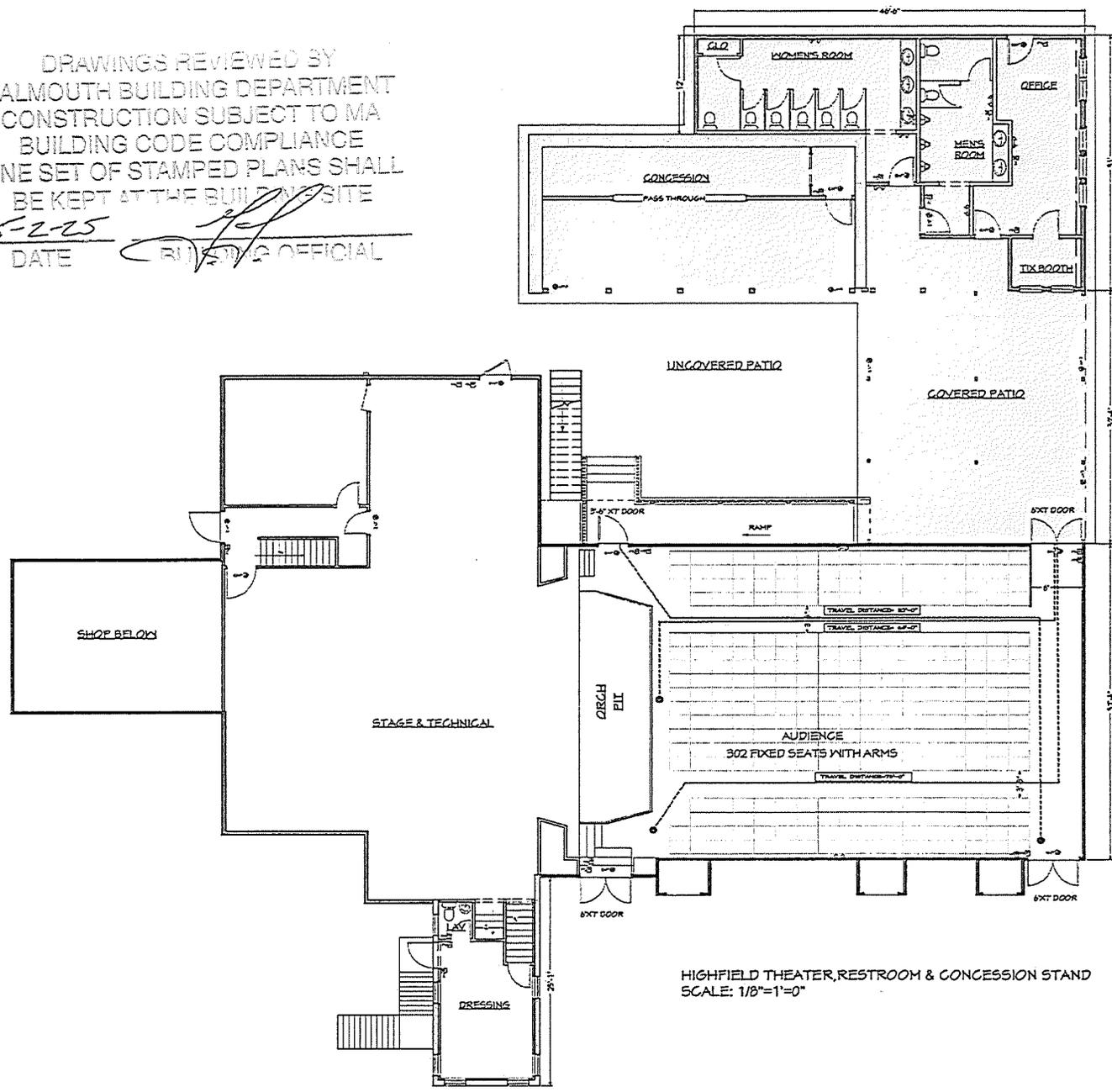
Falmouth Theatre Guild

TIPS certifications for servers



DRAWINGS REVIEWED BY
 FALMOUTH BUILDING DEPARTMENT
 CONSTRUCTION SUBJECT TO MA
 BUILDING CODE COMPLIANCE
 ONE SET OF STAMPED PLANS SHALL
 BE KEPT AT THE BUILDING SITE

5-2-25
 DATE *[Signature]*
 BUILDING OFFICIAL

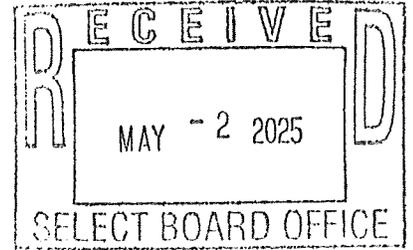


HIGHFIELD THEATER, RESTROOM & CONCESSION STAND
 SCALE: 1/8"=1'-0"

FOR OCCUPANT SAFETY ONLY - NEVER REMOVE



| | |
|--|--|
| PROJECT DESCRIPTION: The Highfield Theater 50 Highfield Drive Falmouth, MA | |
| DRAWN BY: Off The Wall Design 17 Park Street Falmouth, MA 02539 319-933-2600 | |
| DATE: 4/30/2025 | |
| SCALE: 1/4"=1'-0" UNLESS NOTED | |
| SHEET: A-1 | |



Building Commissioner's Sign-off Sheet
 Complete prior to applying for:
Annual Entertainment or Sunday Entertainment License

APPLICANT: Falmouth Theatre Guild Todd Sadler 508-3221041
 ADDRESS: 58 Highfields Dr P.O. Box 383 Falmouth MA 02541
 LICENSE APPLIED FOR: Annual Entertainment & Sunday License

The attached plan or plans described below have been approved by the Building Commissioner's Office as appropriate for this application:

- a. A Floor Plan completed and stamped by an Engineer or Architect to the Building Commissioner's office. The Plan must include all seating, parking, and the occupancy load calculation.
- b. For outdoor seating, submit a plot plan or site plan completed by a Certified Land Surveyor.

Plan submitted & drawn by: Off the Wall Design
 Plan number: _____
 Plan date: 4/30/2025
 Revision date: _____

Notes: _____
 Building Commissioner: X [Signature]
 Date: 5-2-25

TOWN OF FALMOUTH

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

Fax (508) 457-2573

One-Day Permit

For a One Day Special Permit you must contact the Local Licensing Authority of the town in which the event is being held.

The Local Licensing Authorities may issue special licenses for the sale of wines and/or malt beverages to any enterprise, however; special licenses for the sale of all alcoholic beverages may be issued to non-profit organizations only. The license is to be utilized for a single day.

The Local Licensing Authorities cannot grant special licenses to:

1. any person for more than a total of 30 days per calendar year,
2. to any person that has an on premises license application pending before it,
3. any premises that has an alcoholic beverages license.

Special Licensees must purchase alcoholic beverages from a licensed supplier. PLEASE NOTE: For the most recent version of these lists, go to Apply for a Special License or Permit (ABCC): <https://www.mass.gov/special-licenses-and-permits-abcc>

Special licensees CANNOT purchase alcoholic beverages from a package store and CANNOT accept donations of alcoholic beverages from anyone.

However, a nonprofit charitable corporation organized pursuant to chapter 180 and registered with the Division of Public Charities in the Department of the Attorney General and licensed pursuant to this section may accept free alcoholic beverages donated to the nonprofit charitable corporation by an individual, by a person licensed to manufacture alcoholic beverages or by a person licensed to sell alcoholic beverages at wholesale or retail pursuant to this chapter for the purpose of serving such donated alcoholic beverages at fundraising events for the benefit of the nonprofit charitable corporation.

Commonwealth of Massachusetts
Department of the State Treasurer
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
Telephone: (617) 727-3040

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

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

DETACH HERE



MASSACHUSETTS DEPARTMENT OF REVENUE

Form ST-2

Certificate of Exemption

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

MA Taxpayer ID: 11136840
Certificate Number: 1583622144

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

Effective Date: November 17, 2018

Expiration Date: November 16, 2028



Town of Falmouth
59 Town Hall Square
Falmouth MA 02540

licensing@falmouthma.gov · 508-495-7320

Application for a Special One-Day Liquor License Checklist

A complete application is required at least 45 days prior to Select Board hearing.

Step 1: Gather all the requirements.

- A separate letter from the Event Host providing a narrative overview of the event including premises description, food service, and alcohol service security plan (ID's, etc.).
- If applying for an *All Alcoholic Beverages License*, form 501(c)(3), or other proof of the organization's non-profit status is required.
- Certificate of Liquor Liability Insurance verifying coverage in the applicant's name for \$1 MILLION PER OCCURANCE - \$2 MILLION AGGREGATE, *see page 5*
- TIPS or other Alcohol Safety Certification for all bartenders, servers, or other persons handling alcohol.
- A Floor Plan showing the event including the area where alcohol will be served, consumed, and securely stored. Show clearly on the plan how the area will be separated from public areas (roping, fences, etc.)
- A Temporary Food Service Permit, *contact the Health Department at 508-495-7485.*

n/a

Step 2: Now you are ready to submit the application form and requirements to the Select Board Office.

- Submit the application and all requirements with the fees payable to the Town of Falmouth: a \$10.00 filing fee paid by check or cash and \$25.00 per day License Fee payable by cashier's or bank check only. Applicants usually do not need to attend the Select Board meeting at which the application is reviewed.
- Upon approval, the license will be mailed to the address on the application.

Proofread the application carefully. Incomplete applications may be denied.
For questions contact licensing@falmouthma.gov or call 508-495-7320.



ITEM REPORT

To: Town of Falmouth Select Board

Submitted By: Phyllis Downey, Administrative Assistant

Meeting Date: November 3, 2025

Department/Office: Town Manager/Select Board

Item Name: Consider a vote to approve a request to change the date of a Special One-Day Wine & Malt Beverages License issued to West Falmouth Library, 575 West Falmouth Highway, for a Fall Wine Tasting dated October 29, 2025, to November 12, 2025, due to illness of the presenter.

Purpose:

The Select Board will consider a vote to approve a request to change the date of a Special One-Day Wine & Malt Beverages License issued to West Falmouth Library, 575 West Falmouth Highway, for a Fall Wine Tasting dated October 29, 2025, to November 12, 2025, due to illness of the presenter.

Background/Summary:

- The Select Board approved an application by West Falmouth Library for a Special One-Day Wine & Malt Beverages License for a Fall Wine Tasting to be held on October 29, 2025.
- On October 28, 2025, the Select Board Office received a request from the West Falmouth Library to change the date of this event to November 12, 2025, due to illness of the event presenter.

Recommended Actions:

Department Recommendation:

The Town Manager's Office recommends approval of a request to change the date of a Special One-Day Wine & Malt Beverages License issued to West Falmouth Library, 575 West Falmouth Highway, for a Fall Wine Tasting dated October 29, 2025, to November 12, 2025, due to illness of the presenter.

Options:

- Motion to approve the request to change the date of a Special One-Day Wine & Malt Beverages License issued to West Falmouth Library, 575 West Falmouth Highway, for a Fall Wine Tasting dated October 29, 2025, to November 12, 2025, due to illness of the

presenter.

- Motion to deny the request for a change of the date of an issued Special One-Day Wine & Malt Beverages License issued to West Falmouth Library, 575 West Falmouth Highway, from October 29, 2025, to November 12, 2025.
- Some other Select Board specified alternative.

Town Manager's Comments:

The Town Manager recommends that the Select Board approve the request to change the date of a Special One-Day Wine & Malt Beverages License issued to West Falmouth Library, 575 West Falmouth Highway, for a Fall Wine Tasting dated October 29, 2025, to November 12, 2025, due to illness of the presenter.

Budget:

Applicable? (yes or no):

No

Budgeted? (yes or no):

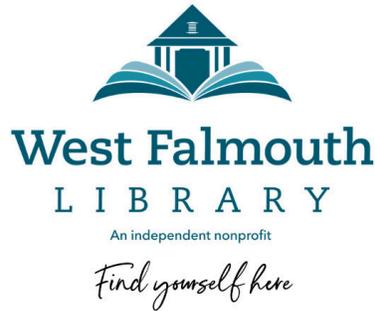
| Fund | Dept. | Acct No. | Budget | Balance | Requested | Remaining |
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Finance Director's Comments (if applicable):

N/A

Attachments:

1. West Falmouth Library date change request



October 28, 2025

The West Falmouth Library is requesting a change of date due to illness for a Special One-Day Liquor License. The event was originally scheduled on October 29, 2025 with a proposed new date of November 12, 2025. The purpose of the license is for an event titled *Fall Wine Tasting*, a registration required wine tasting after operating hours. The event will take place from 6:00 pm until 8:00 pm in the community room. Light refreshments will be provided in a potluck style manner and TIPS certified bartenders will serve the beverages.

Best,

Becky Kanaley

West Falmouth Library

Program and Event Coordinator

Becky@WestFalmouthLibrary.org



ITEM REPORT

To: Town of Falmouth Select Board

Submitted By: Mike Renshaw, Town Manager

Meeting Date: November 3, 2025

Department/Office: Town Manager/Select Board

Item Name: Consider a vote to approve a request from the Falmouth Cultural Council to apply to the Arts Foundation of Cape Cod (AFCC) for a grant in the amount of \$5,000 and to the Rotary Club of Falmouth, Cape Cod for a grant in the amount of \$1,000

Purpose:

The Falmouth Cultural Council's project, Music at the Table is entering its third year. The yearly cost of funding the musicians' stipends is \$7,800. The Council has set aside \$1,000 from its FY26 Mass Cultural Council allocation. Current funds for the Falmouth Cultural Council's outreach project, Music at the Table, will run out on July 1, 2026. The Cultural Council has prepared two grant applications to ensure the project's continuation. Neither grant application requires matching funds from the Town or the Cultural Council.

Background/Summary:

- The first grant application is for \$5,000 to the Arts Foundation of Cape Cod (AFCC).
- The AFCC allows grant applications from organizations which are not non-profits, and from municipalities.
- The range of their awards is from \$500 to \$10,000; the deadline for submitting this grant is November 11, 2025.
- The second application is to the Rotary Club of Falmouth, Cape Cod for its standard award of \$1,000. The Rotary Club of Falmouth, Cape Cod requires organizations to be a 501(c)3; the deadline to apply is November 30, 2025.
- In order to meet the non-profit requirement for this grant and for several other sources of funding (banks, foundations, additional grant sources), the Cultural Council has approached Falmouth Together We Can, Inc to act as a pass through for its project, Music at the Table.
- As this project meets their mission and goals, the Council has accepted and has received its Letter of Agreement.
- The Rotary Club of Falmouth, Cape Cod grant is ready to submit if the Select Board approves its submission.

Recommended Actions:

Department Recommendation:

That the Select Board approves the request from the Falmouth Cultural Council to seek funds for Music at the Table from the Arts Foundation of Cape Cod and from the Rotary Club of Falmouth, Cape Cod.

Options:

- Motion to approve the request from the Falmouth Cultural Council to apply to the Arts Foundation of Cape Cod (AFCC) for a grant in the amount of \$5,000 and to the Rotary Club of Falmouth, Cape Cod for a grant in the amount of \$1,000 as presented.
- Motion to deny approval of the request from the Falmouth Cultural Council to apply to the Arts Foundation of Cape Cod (AFCC) for a grant in the amount of \$5,000 and to the Rotary Club of Falmouth, Cape Cod for a grant in the amount of \$1,000.

Town Manager's Comments:

The Town Manager recommends that the Select Board approve the request from the Falmouth Cultural Council to apply to the Arts Foundation of Cape Cod (AFCC) for a grant in the amount of \$5,000 and to the Rotary Club of Falmouth, Cape Cod for a grant in the amount of \$1,000 as presented.

Budget:

Applicable? (yes or no):

No.

Budgeted? (yes or no):

| Fund | Dept. | Acct No. | Budget | Balance | Requested | Remaining |
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Finance Director's Comments (if applicable):

N/A.

Attachments:

None



Item: 2.b.2.

ITEM REPORT

To: Town of Falmouth Select Board

Submitted By: Phyllis Downey, Administrative Assistant

Meeting Date: November 3, 2025

Department/Office: Town Manager/Select Board

Item Name: Consider a vote to approve the request by Highfield Hall & Gardens for a Sign Variance to place a holiday sign at the corner of Depot Avenue and North Main Street for Annual Holidays at Highfield to be displayed from date of approval through December 15, 2025

Purpose:

The Select Board will consider a vote to approve the request by Highfield Hall & Gardens for a Sign Variance to install a holiday sign at the corner of Depot Avenue and North Main Street for Annual Holidays at Highfield.

Background/Summary:

- On October 28, 2025, Highfield Hall & Gardens received a letter from the Building Commissioner advising that a sign variance was required pursuant to town code #184-30 C. Movable, portable, or mobile signs — special events and #184-32 Off-premises signs - on Town property.
- The Building Commissioner's letter was submitted by Highfield Hall & Gardens Co-Director, Tara Burke, to the Select Board office with a photo of the sign and a letter of request for a sign variance to place a sandwich board sign at the corner of Depot Avenue and North Main Street. A map of the proposed location is included in the letter.
- The sign has been installed at this location for several holiday seasons but Highfield was not aware of the requirement for a variance to place a sign on town property until October 17th.

Recommended Actions:

Department Recommendation:

The Town Manager's office recommends approval of the request by Highfield Hall & Gardens for a Sign Variance to install a holiday sign at the corner of Depot Avenue and North Main Street for Annual Holidays at Highfield as presented.

Options:

- Motion to approve a request by Highfield Hall & Gardens for a Sign Variance to install a holiday sign at the corner of Depot Avenue and North Main Street for Annual Holidays at Highfield as presented.
- Motion to deny a request by Highfield Hall & Gardens for a Sign Variance to install a holiday sign at the corner of Depot Avenue and North Main Street.
- Some other Select Board specified alternative.

Town Manager's Comments:

The Town Manager recommends that the Select Board approve the request by Highfield Hall & Gardens for a Sign Variance to install a holiday sign at the corner of Depot Avenue and North Main Street for Annual Holidays at Highfield as presented.

Budget:

Applicable? (yes or no):

No

Budgeted? (yes or no):

| Fund | Dept. | Acct No. | Budget | Balance | Requested | Remaining |
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Finance Director's Comments (if applicable):

N/A

Attachments:

1. Highfield Sign Variance request 11.03.25



HIGHFIELD HALL — & Gardens —

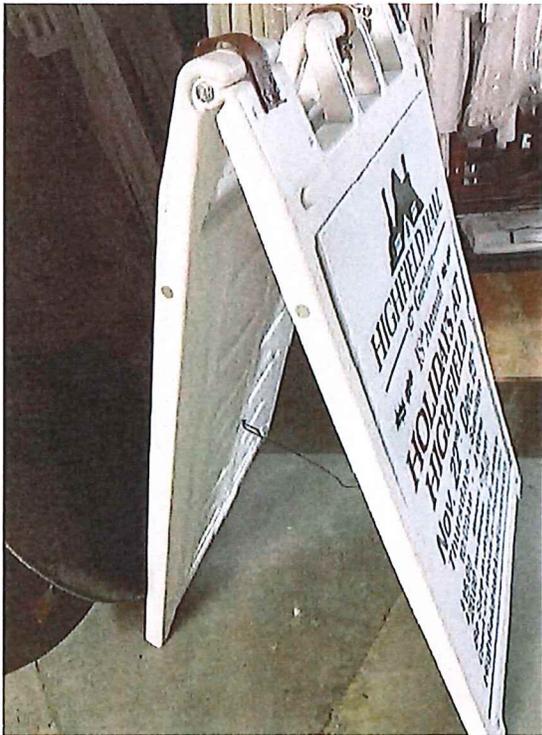
Honoring Our History and
Embracing Our Future

October 28, 2026

To whom it may concern,

We are seeking a variance for a temporary sign to be placed at the end of Depot Street for our Annual Holidays at Highfield.

- Corner of North Main Street and Depot Ave (below map)
- 1 plastic A frame sign (photo below)
- November 1st through December 15th.

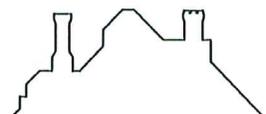


24" x 36"

Highfield Hall & Gardens

56 Highfield Drive, Falmouth, MA 02540

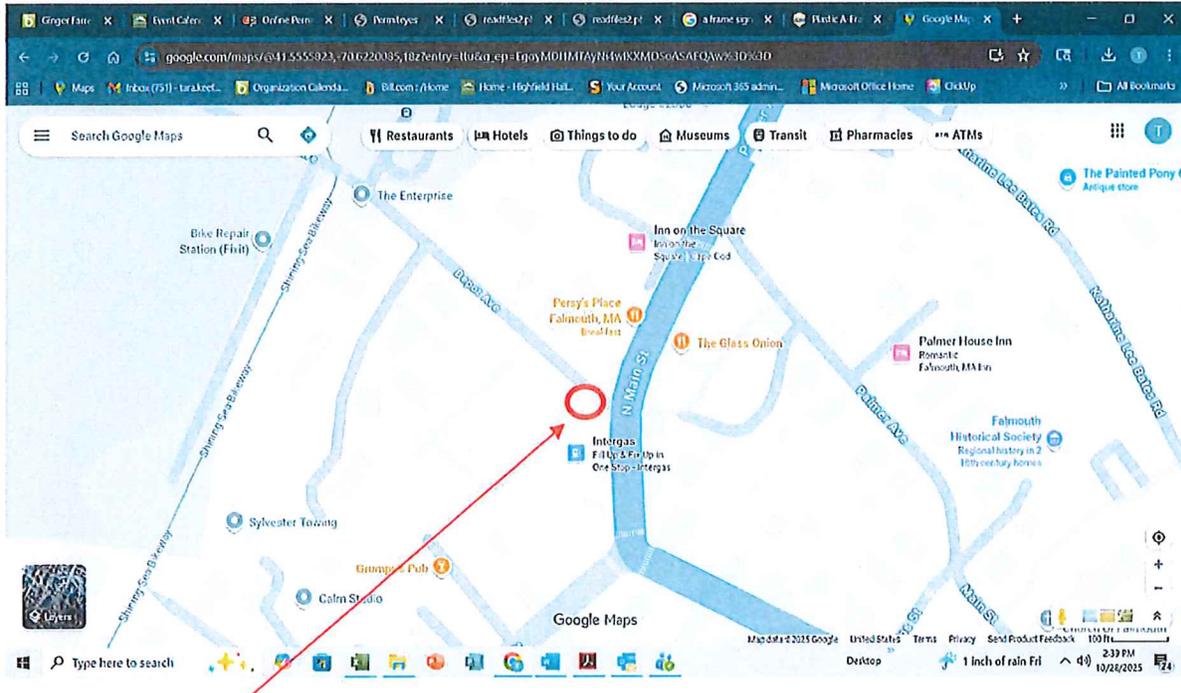
info@highfieldhall.org | 508-495-1878 | www.highfieldhall.org





HIGHFIELD HALL & Gardens

Honoring Our History and
Embracing Our Future



On the corner chained to post

Thank you for your consideration!

Tara K. Burke

Co-Executive Director

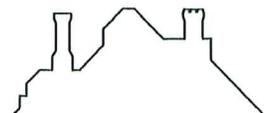
508.495.1878 x 306

tburke@highfieldhall.org

Highfield Hall & Gardens

56 Highfield Drive, Falmouth, MA 02540

info@highfieldhall.org | 508-495-1878 | www.highfieldhall.org







Town of Falmouth

INSPECTIONAL SERVICES

GARY STREET, C.B.O.
BUILDING COMMISSIONER

59 TOWN HALL SQUARE, FALMOUTH, MA 02540
(508) 495-7470 • FAX (508) 548-4290

October 28, 2025

Tara Burke
Highfield Hall
56 Highfield Dr.
Falmouth, MA 02540

RE: Sign Variance Request/Permit Application(s) – 66 Highfield Dr. – CORRECTED

Dear Ms. Burke:

Thank you for the submission of your sandwich board sign that will be temporarily located at 66 Highfield Dr. Because of the location of said sign you will need to receive approval by the Board of Selectmen pursuant to Town Code as follows:

1. 184-30 C. Special Events
2. 184-32 Off- Premise Sign – on Town property.

Based on the above two sections, please file complete application(s) with the Board of Selectmen.

If you have any further questions or concerns, please do not hesitate to contact this department.

Respectfully,

Gary Street, CBO
Building/Zoning Commissioner

cc: Diane Davidson, Office Manager/Licensing
Zoning Assistant



ITEM REPORT

To: Town of Falmouth Select Board
Submitted By: Mike Renshaw, Town Manager
Meeting Date: November 3, 2025
Department/Office: Town Manager/Select Board
Item Name: Report - Board of Library Trustees (15 minutes)

Purpose:

The Select Board will receive an annual report from the Chairperson of the Board of Library Trustees.

This item is for informational and discussion purposes only, and no action is requested of the Select Board.

Background/Summary:

- The Falmouth Public Library Board of Trustees is a seven-member, elected board. They serve as a vital link between the library and the community.
- The Trustees are library advocates and leaders in developing services for all members of the public.

Recommended Actions:

Department Recommendation:

This item is for informational and discussion purposes only, and no action is requested of the Select Board.

Options:

N/A

Town Manager's Comments:

This item is for informational and discussion purposes only, and no action is requested of the Select Board.

Budget:

Applicable? (yes or no):

No

Budgeted? (yes or no):

| Fund | Dept. | Acct No. | Budget | Balance | Requested | Remaining |
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Finance Director's Comments (if applicable):

N/A

Attachments:

None



Item: 3.b.

ITEM REPORT

To: Town of Falmouth Select Board

Submitted By: Mike Renshaw, Town Manager

Meeting Date: November 3, 2025

Department/Office: Town Manager/Select Board

Item Name: Report - Agricultural Commission (15 Minutes)

Purpose:

The Select Board will receive an annual report from the Chairperson of the Agricultural Commission.

This item is for informational and discussion purposes only, and no action is requested of the Select Board.

Background/Summary:

- The mission of the Agricultural Commission is to represent the Town of Falmouth's agricultural community and interests.
- The Agricultural Commission's activities include:
 - Acting as mediators, advocates, educators, and/or negotiators in an advisory capacity on farming issues for established Town Committees and Departments.
 - Promoting agriculture-based economic opportunities for the Town.
 - Pursuing all initiatives appropriate to creating a sustainable agriculture community.
 - Serving as facilitators for encouraging the pursuit of agriculture in Falmouth.
 - Working for the preservation of agricultural lands owned by the Town.

Recommended Actions:

Department Recommendation:

This item is for informational and discussion purposes only, and no action is requested of the Select Board.

Options:

N/A

Town Manager's Comments:

This item is for informational and discussion purposes only, and no action is requested of the Select Board.

Budget:

Applicable? (yes or no):

No

Budgeted? (yes or no):

| Fund | Dept. | Acct No. | Budget | Balance | Requested | Remaining |
|-------------|--------------|-----------------|---------------|----------------|------------------|------------------|
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Finance Director's Comments (if applicable):

N/A

Attachments:

1. Agricultural Commission Annual Report 2025

Agricultural Commission

I would like to start off this year's report by acknowledging 3 individuals that have helped support and guide the Commission. First, Karen Schwalbe who has reached her three-term limit. Karen is a wealth of information on all things Ag from the State down to the local level. She served as Chair of the Commission for many years and her presence will be missed. Second is Selectman Doug Brown. Doug has been our Liaison to the Select Board. Having him at our meetings is such a benefit as he has been a guide to the Commission as we seek to expand our role supporting food production, in all its varied aspects, here in town. April Merriam is the third person who deserves recognition. She has been the Commission's recording secretary for so many years. Having her taking the notes of our meetings allows the Commission members to concentrate on the tasks at hand. Her knowledge of proper meeting protocol and experience with other Boards in Town gives us a heads-up and keeps things in order.

It is necessary to start off this year's report by alerting town members that we continue to lose prime agricultural land at what the Commission feels is an alarming rate. We struggle at every meeting on what could be done to slow this down. The value in keeping land farmable can only be measured over the long term, generations. That is a hard sell when compared to the quick profits when that land is used for development. The Commission has just started a collaboration with members of The Three Hundred Committee and Farming Falmouth to strategize ways to address this issue. We humbly ask, if you are a landowner and would like to explore ways to keep that land available for farming now or in the future, that you contact one of our organizations.

The Commission was asked by the non-profit organization, Farming Falmouth, to be the holder of the conservation restriction (CR) on a 6-acre farm they were purchasing. Though not exactly new territory for us as we monitor the CR on the Town-owned Andrews Farm, it was the first time we have been involved from the CR development stage. Town Meeting approved the funds for the CR, and it is now in place. The Commission will monitor yearly as it does at Andrews Farm.

Andrews Farm continues its long history of providing local corn, strawberries, pumpkins and other vegetables. Second generation farmer, Geoff Andrews, keeps the farm picturesque. A good amount of farm produce finds its way to the Falmouth Service Center. He also has allowed Farming Falmouth to establish a Service Garden with produce is also going to the Service Center, and a Community Garden that hosts over 40 individual gardeners. This past year, a second Community Garden was begun on part of the farm overseen by Geoff. This was made possible in great part by the generous work of the Parks and Public Works departments. A slight encroachment issue along the farm's north boundary line was resolved amicably this past summer.

Once again Commission members, along with volunteer help from Lenny Collins, kept the West Thompson Cranberry Bog from becoming overgrown and unusable for community harvesting. Unfortunately, despite what appeared to be a bountiful flower set, the number of cranberries formed was disappointing. There is always next year. The Commission will continue to keep the saplings cut and the grass mowed and will brainstorm on how to improve the odds of getting good yearly harvests.

The Commission has developed two informational brochures/tri folds. One contains information and contacts for general information on agriculture in town. The second is a listing of the active growers and Farmers Markets. These brochures were "crowd funded" produced and available in public places around town. They are also available on the Commission page of the Town web site.

Along with the brochures, the Commission will be seeking Town funds to purchase and erect signs notifying visitors entering town that Falmouth is a “Right to Farm” town. The plan is to have these on the 3 main roads entering town.

The Agricultural Commission continues to be the voice for food producers and livestock owners at the Town level. As of this writing we are one member short on the Commission with some members quickly reaching their 3-term limit. Please consider joining.

Submitted on behalf of the Agricultural Commission by,
Stanwood Ingram, Chair



Item: 3.c.

ITEM REPORT

To: Town of Falmouth Select Board

Submitted By: Laura Sitrin, Finance Director

Meeting Date: November 3, 2025

Department/Office: Finance Department

Item Name: Fiscal Year 2027 Operating Budget Policy (**15 minutes**)

Purpose: To establish the Fiscal Year 2027 (FY27) Operating Budget Policy
The Select Board will consider the approval and adoption of the Fiscal Year 2027 (FY27) Operating Budget Policy.

Background/Summary:

- Each year, the Select Board establishes an Operating Budget Policy for the next fiscal year's budget that recognizes, reinforces and clarifies strategies, financial policies and goals to be followed when developing the next year's operating budget.
- The attached policy provides guidance to staff for development of the FY27 Town Manager Recommended Budget.
- Key elements of the FY27 policy include requiring the use of conservative revenue estimates; no Proposition 2 1/2 overrides; financial and economic challenges that may impact operations; and reserve funds information.
- The Town Manager's Recommended Budget is due to the Select Board by January 1 of each year.

Recommended Actions:

Department Recommendation:

Recommend that the Select Board review and adopt the attached Fiscal Year 2027 Operating Budget Policy.

Options:

- Motion to approve the FY27 Operating Budget Policy without changes.
- Motion to approve the FY27 Operating Budget Policy with specified changes.

Town Manager's Comments:

The Town Manager recommends that the Select Board approve and adopt the Fiscal Year 2027 Operating Budget Policy as presented.

Budget:

Applicable? (yes or no):

No

Budgeted? (yes or no):

| Fund | Dept. | Acct No. | Budget | Balance | Requested | Remaining |
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Finance Director's Comments (if applicable):

Recommend that the Select Board review and adopt the attached Fiscal Year 2027 Operating Budget Policy.

Attachments:

1. Operating Budget Policy 2027



**TOWN OF FALMOUTH
SELECT BOARD
Fiscal Year 2027
Operating Budget Policy
October 15, 2025**

INTRODUCTION

The Town of Falmouth Select Board hereby establishes the following Fiscal Year 2027 (FY2027) budget policy to maintain financial stability and meet the needs of our community.

This policy recognizes and reinforces the existing financial policies of the Town and clarifies strategies for meeting the goals contained therein. The FY2027 Budget Policy is intended to establish guidelines to ensure the strong fiscal health of the Town of Falmouth as we continue to follow the sound management practices that have enabled us to meet the Town's financial goals and promote quality of life for Falmouth residents.

The FY2027 budget shall be based on conservative and achievable estimates of available revenues. The FY2025 budget made significant strides toward hiring needed staff and establishing more competitive wages, and the FY2026 budget established a slightly increased baseline for municipal services offered within a sustainable operating budget. Recommended expenses shall continue to be analyzed within a framework of local revenues. Early action shall be taken to address projected shortfalls to ensure that the Town is providing service levels that can be sustained with our anticipated revenue stream over the next few years.

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

In establishing a budget ceiling for the coming fiscal year, the Select Board adopts a maximum tax revenue growth of 2.5% above the FY2026 levy and an estimated new growth component of

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

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

In accordance with the Select Board Fiscal Policy, the Town Manager shall allocate the greater of 1/6th of estimated rooms excise tax, or \$850,000, plus an estimated \$100,000 of community impact fee charged under the provisions of Article 16 of the November 2021 Town Meeting, for a total of \$950,000 to affordable housing. The Town will fund appropriations to the Other Post Employment Benefits (OPEB) Trust fund in the amount of \$500,000 from recurring revenues.

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

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

REVENUE POLICY

Local Estimated Receipts

The Town will continue to maintain the goal of conservatively budgeting local estimated receipts to responsibly avoid any future revenue deficits and to help meet the Town's goals for financial stability. We will continue to monitor local receipts and anticipate a modest increase for FY2027 may be warranted.

State Revenues

The State recently adopted the FY2026 budget which increased the amounts received by the Falmouth School Department in FY2026. At this early stage, the FY2027 budget will assume level funding from actual FY2026 State allocations for all State aid categories.

Property Taxes

The Town will present an operating budget that is consistent with the revenues available within the levy limit established under Proposition 2 ½ to support FY2027 operations. There is no consideration

of a general override for FY2027.

APPROPRIATION POLICY

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

Among the challenges to be addressed in balancing the FY2027 budget are:

1. Health insurance premiums for active and retired employees increased by 8% in FY2026. Early local and national reports indicate that health insurance costs are continuing to rise, in many cases by double digit percentages. This will likely impact the premium increases for the Town.
2. Municipal retirement systems in the Commonwealth of Massachusetts are required to eliminate unfunded actuarial liabilities in their systems by no later than June 30, 2040. The Falmouth Retirement System is currently requiring 8% increases each year through FY2034 to comply with the law. The scheduled increase in FY2027 is \$1,016,410 for a total contribution of \$13,721,543.
3. Elevated national and local inflation rates continue to impact salaries and operating costs for Town, Falmouth Public Schools and the Upper Cape Regional Technical School operations. Operating costs are also currently impacted by tariffs and continuing supply chain interruptions.
4. Potential reductions in interest rates may impact revenues received on cash and investments.
5. National policies may impact funding sources for transportation, housing, social programs and educational programs, which may affect Falmouth.

Strategic Priorities

To further guide the Town Manager in the development of the FY2027 Budget, the Select Board will hold periodic strategic planning workshops to identify specific policy priorities for the FY2027 budget. The most recent of these planning workshops was held on September 27, 2025. The implications of the appropriation policy are that for FY2027, any considerations for new positions and other new initiatives will require the identification of a new revenue source.

Reserves

This section addresses three separate reserves: General Stabilization Fund, Capital Improvement and Debt Stabilization Fund, and the OPEB Trust Fund. The General Stabilization Fund balance is \$8,829,932, which exceeds the overall policy goal of 5% of the previous year's operating budget not including exempt debt. The current balance in the Capital Improvement and Debt Stabilization Fund is \$19,411,850. The General Stabilization Fund and the Capital Improvement and Debt Stabilization Fund balances are included in unassigned fund balance that, in accordance with the Town's Fiscal Policy, exceeds the minimum requirement of 15% of budgeted operating expenditures.

The balance in the OPEB Trust Fund is \$7,506,720. The liability on June 30, 2024, was \$142,206,105. Once the Town has achieved full funding of the pension liability, it will be a priority to increase annual contributions to the OPEB Trust Fund.

After assessing basic service needs, the Town will continue to review revenue growth along with long-range capital needs, and make recommendations as necessary to responsibly increase reserves.



Item: 3.d.

ITEM REPORT

To: Town of Falmouth Select Board

Submitted By: Stephanie Madsen, Sustainability Specialist

Meeting Date: November 3, 2025

Department/Office: Town Manager/Select Board

Item Name: Consider a vote to approve the solar carport canopy Notice of Lease (NOL) and Lease Agreement with Solect Energy Development LLC for the Falmouth High School Lot C (Teacher Lot at 1200 Gifford St. EXT) **(10 minutes)**

Purpose:

The Select Board is asked to approve the solar carport canopy Notice of Lease (NOL) and Lease Agreement with Solect Energy Development LLC. on Lot C Falmouth High School.

Background/Summary:

- The School leadership fully executed the Power Purchase Agreement (PPA) with Solect Energy on August 19th, 2025. Paul Dart (Director of Finance and Operations), Lori Duerr (Superintendent) and Terri Medeiros (Chair, School Committee) signed the PPA.
- The lease is for a term of 25 years with an option to extend for 5 years and will allow for the solar panel installation on Lot C (teacher lot) at Falmouth High School (1200 Gifford St. EXT). The School Superintendent executed a Power Purchase Agreement (PPA) that addresses the contractual terms and conditions of the services to be provided by Solect.
- Town Meeting Members approved Article 21 lease options for a carport canopy at FHS Lot C. (April 7, 2025)
- There are no capital costs to the Town since Solect Energy will own, install, maintain, and operate the solar panel installation over the 25- year lease term.
- The Town has the option to purchase the solar array after 7 years.

- The lease agreement was thoroughly reviewed, discussed, and negotiated by the Town's legal counsel.
- The School District will pay for the monthly solar supply produced by the solar carport canopy– amount of solar produced per month times the PPA rate (estimate is \$0.1495/kwh)
- Based on the estimate \$0.1495 PPA rate, FHS Lot C is estimated to save **\$826,633** over the 25 year lease. Note that 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 School carport canopy yielded better financial return on investment.
- A third-party vendor (Solect Energy) reduces oversight and maintenance burden on our Town/School electrician by owning, maintaining, and operating the panels (via the PPA & lease agreement).
- The LotC carport canopy qualifies as a great location for solar because the lot is already paved, has no trees shading it, will provide protection from rain and snow for the teachers, and the building electric usage is high.
- The FHS 280 kw DC solar design will cover 15% of the electric usage.
- Our membership with PowerOptions allows us to use pre-vetted and RFP approved vendors for the lease and PPA (Solect and SunWealth).

- The Lease Agreement does not need to go out for RFP because it is exempt from Procurement process – M.G.L. c. 164 Section 137.
- The PPA is also exempt from Procurement Law (energy related services are exempt). M.G.L. c. 30B Section 1(b)(33)
- 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.”

Recommended Actions:

Department Recommendation:

The Sustainability Specialist recommends that the Select Board vote to approve the Solar Carport Canopy Lease and Notice of Lease for the Falmouth High School Lot C (1200 Gifford St. EXT).

Options:

- Motion to approve Notice of Lease (NOL) and Lease Agreement with Solect Energy Development LLC for Falmouth High School Lot C.
- Motion to approve the Notice of Lease (NOL) and Lease Agreement with amendments by Select Board with Solect Energy Development LLC for the Falmouth High School Lot C carport canopy.

Town Manager's Comments:

The Town Manager recommends that the Select Board approve the Notice of Lease (NOL) and Lease Agreement with Solect Energy Development LLC for Falmouth High School Lot C solar carport canopy as presented.

Budget:

Applicable? (yes or no):

No

Budgeted? (yes or no):

No

| Fund | Dept. | Acct No. | Budget | Balance | Requested | Remaining |
|-------------|--------------|-----------------|---------------|----------------|------------------|------------------|
|-------------|--------------|-----------------|---------------|----------------|------------------|------------------|

Finance Director's Comments (if applicable):

N/A

Attachments:

1. Solect Falmouth FHS LotC NOL_Final_11.3.2025.2025
2. Solect_PO Lease FHS Lot C_Final_11.3.2025
3. Solar Carport Images_UpperCape Example_10.24.2025

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 easement:

Parties to the Lease Agreement (the "Lease"):

Host/Landlord: Town of Falmouth, MA
59 Town Hall Square
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 1200 Gifford St Ext, Falmouth, MA 02540 described on the attached Exhibit A (the "Property").

Description of Leased Premises: A portion of the Property as shown 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 exterior and interior walls, through to the main electric room, parking lot and exterior areas of the Property (the "Premises").

Date of Execution of the Lease: _____ (the "Effective Date").

874 Gifford St, Falmouth, Massachusetts

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 twenty-fifth (25th) 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 _____, 2025.

LANDLORD:

Town of Falmouth, MA

By its Select Board

By: _____
Robert P. Mascali, Chair

COMMONWEALTH OF MASSACHUSETTS

_____ County

On this _____ day of _____, 2025, before me, the undersigned Notary Public, personally appeared the above-named Robert P. Mascali, Town of Falmouth Select Board Chair, 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 the Town of Falmouth.

Notary Public
My Commission Expires:

By: _____
Heather M. H. Goldstone, Vice Chair

COMMONWEALTH OF MASSACHUSETTS

_____ County

On this ____ day of _____, 2025, before me, the undersigned Notary Public, personally appeared the above-named Heather M. H. Goldstone, Town of Falmouth Select Board Vice Chair, 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 her voluntarily for its stated purpose on behalf of the Town of Falmouth.

Notary Public
My Commission Expires:

By: _____
Colin W. Reed, Member

COMMONWEALTH OF MASSACHUSETTS

_____ County

On this ____ day of _____, 2025, before me, the undersigned Notary Public, personally appeared the above-named Colin W. Reed, Town of Falmouth Select Board Member, 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 the Town of Falmouth.

Notary Public
My Commission Expires:

By: _____
Jack P. Richardson, Member

COMMONWEALTH OF MASSACHUSETTS

_____ County

On this ____ day of _____, 2025, before me, the undersigned Notary Public, personally appeared the above-named Jack P. Richardson, Town of Falmouth Select Board Member, 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 the Town of Falmouth.

Notary Public
My Commission Expires:

By: _____
Douglas C. Brown, Member

COMMONWEALTH OF MASSACHUSETTS

_____ County

On this ____ day of _____, 2025, before me, the undersigned Notary Public, personally appeared the above-named Douglas C. Brown, Town of Falmouth Select Board Member, 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 the Town of Falmouth.

Notary Public
My Commission Expires:

TENANT:

Solect Energy Development LLC

By:

John A. Bodt, President, an Authorized
Signatory

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this 23rd day of October, 2025, before me, the undersigned notary public, personally appeared John A. Bodt, President 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: Falmouth High School
1200 Gifford Street Ext, Falmouth, Massachusetts 02540**

The land, together with the building, structures and improvements thereon, located at 1200 Gifford Street Ext, Falmouth, Massachusetts and commonly known as the Falmouth High School, described in that certain Order of Taking by the Town of Falmouth Board of Selectmen, dated October 3, 1969 and recorded October 9, 1969 with the Barnstable County Registry of Deeds in Book 1451, Page 816; which Order 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).

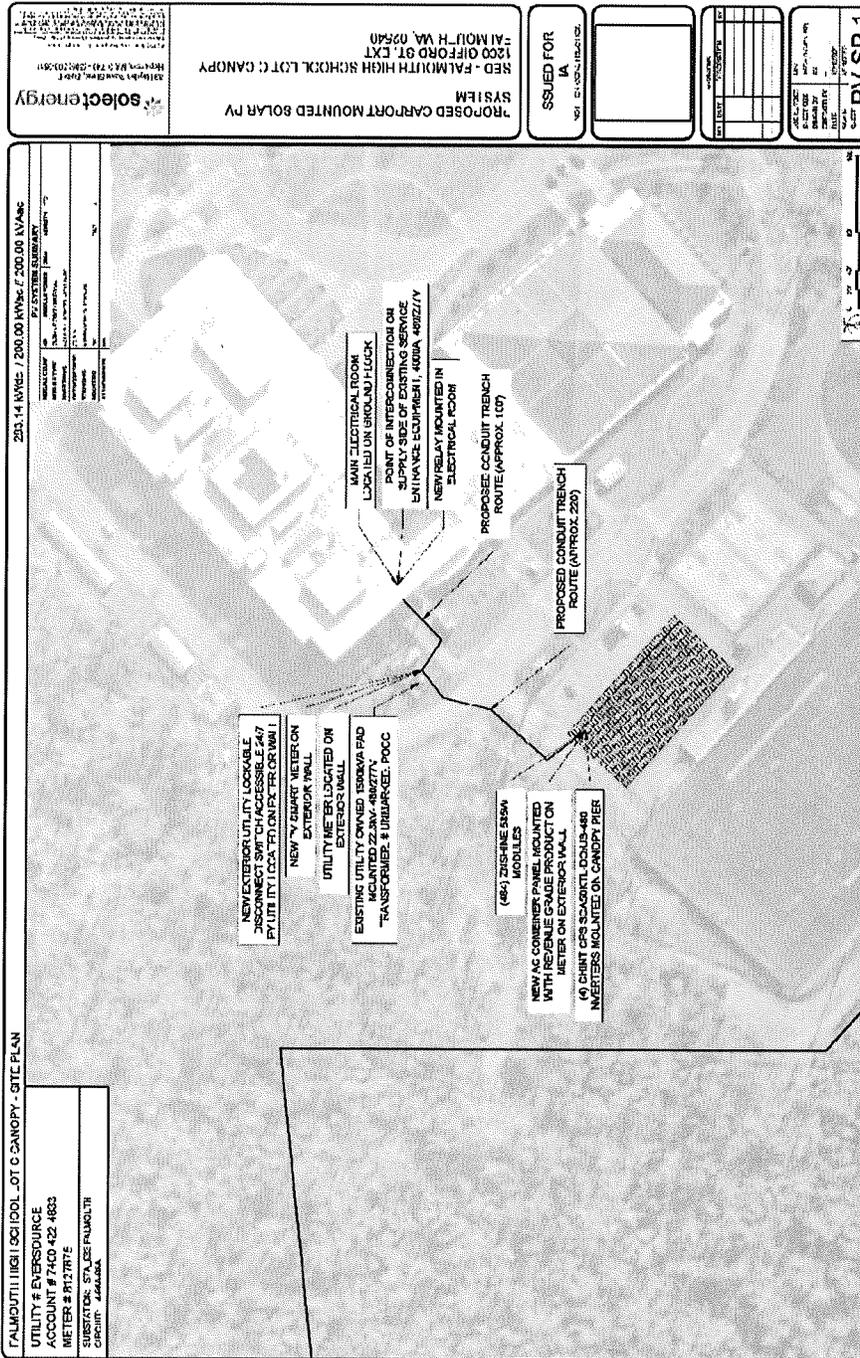
The Premises is benefitted by the Access Rights and Easements set forth in Section 3 of the Lease including rights to combine and connect the Project to Host's existing main electric equipment and rights to interconnect the Project to the utility network.

[Site plan on following page]

EXHIBIT B (continued)

DESCRIPTION OF PREMISES

Site Plan for 1200 Gifford Street Ext, Falmouth, Massachusetts 02540



LEASE AGREEMENT

This Lease Agreement (this “**Lease**”) is entered into as of _____, 2025, (the “**Effective Date**”) by and between Town of Falmouth, by and through its Select Board, (“**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 twenty-fifth (25th) 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. Monitoring information will be transmitted via cellular connection.

For ground-mount systems, include the following: substations, overhead and underground electric transmission facilities, poles, towers, guys, lines, appurtenances thereto, communication lines.

(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). 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 twenty-one (21) 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) 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.

(h) 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.

(i) 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.

(j) 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.

(k) 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.

(l) 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 non-disturbance 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 non-disturbance 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 ____ day of November, 2025.

Solect Energy Development LLC, a Massachusetts limited liability company

By: Signed by:
John Bodt

Name (printed): John A. Bodt

Title: President, an Authorized Signatory

HOST, Town of Falmouth, MA
By its Select Board

Robert P. Mascali, Chair

Heather M. H. Goldstone, Vice Chair

Douglas C. Brown

Colin W. Reed

Jack P. Richardson

EXHIBIT A to Lease Agreement

DESCRIPTION OF SITE

**Property Address: Falmouth High School
1200 Gifford Street Extension, Falmouth, Massachusetts 02540**

The land, together with the building, structures and improvements thereon, located at 1200 Gifford Street Extension, Falmouth, Massachusetts and commonly known as the Falmouth High School, described in that certain Order of Taking by the Town of Falmouth Select Board, dated October 3, 1969 and recorded October 9, 1969 with the Barnstable County Registry of Deeds in Book 1451, Page 816; which Order is incorporated herein by reference as if fully set forth herein.

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").

[insert address]

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 twenty-fifth (25th) anniversary of the SMART Incentive Payment Effective Date occurs, 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: _____
John A. Bodt,
President, an Authorized Signatory

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this _____ date of _____, 2025, before me, the undersigned notary public, personally appeared John A. Bodt, President 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 President 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: [insert property address]

[insert legal description plus deed reference, book and page or Certificate of Title]

EXHIBIT B to NOTICE OF LEASE

LEASE AND EASEMENT AREA DESCRIPTION

The Lease and Easement Area shall mean the areas of the Property delineated in the Site Plan below.

[insert site plan]



Proposed North Falmouth ES Canopy



Proposed Falmouth High School Lot C Canopy

Solar Carport Canopy installed by Solect Energy

Why Solect: Project Highlight



Upper Cape Cod Regional Tech

4Cs Carport Canopy installed by Solect Energy





Item: 3.e.

ITEM REPORT

To: Town of Falmouth Select Board

Submitted By: Stephanie Madsen, Sustainability Specialist

Meeting Date: November 3, 2025

Department/Office: Town Manager/Select Board

Item Name: Consider a vote to approve the Notice of Lease (NOL) and Lease Agreement with Solect Energy Development LLC for the solar carport canopy at North Falmouth Elementary School (62 Old Main Rd) **(10 minutes)**

Purpose:

The Select Board is asked to approve the solar carport canopy Notice of Lease (NOL) and Lease Agreement with Solect Energy Development LLC.

Background/Summary:

- The lease is for a term of 25 years with an option to extend for 5 years and will allow for the solar panel installation on the back lot at North Falmouth Elementary School (62 Old Main Rd). The School Superintendent executed a Power Purchase Agreement (PPA) that addresses the contractual terms and conditions of the services to be provided by Solect.
- The School Department fully executed the Power Purchase Agreement (PPA) with Solect Energy on August 19th, 2025. Paul Dart (Director of Finance and Operations), Lori Duerr (Superintendent) and Terri Medeiros (Chair, School Committee) signed the PPA.
- Town Meeting Members approved Article 21 lease options for a carport canopy at North Falmouth Elementary (NFE). (April 7, 2025)

- There are no capital costs to the Town since Solect Energy will own, install, maintain, and operate the solar panel installation over the 25- year lease term.

- The Town has the option to purchase the solar array after 7 years.

- The lease agreement was thoroughly reviewed, discussed, and negotiated by the Town's legal counsel.
- The School District will pay for the monthly solar supply produced by the solar carport canopy– amount of solar produced per month times the PPA rate (estimate is \$0.1495/kwh)
- Based on the estimate \$0.1495 PPA rate, solar savings are estimated at **\$1,112,744** over the 25 year lease. Note that 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 School carport canopy yielded better financial return on investment.
- A third-party vendor (Solect Energy) reduces oversight and maintenance burden on our Town/School electrician by owning, maintaining, and operating the panels (via the PPA & lease agreement).
- The NFE carport canopy qualifies as a great location for solar because the lot is located in the very back end of the school, has no abutters, is already paved, has no trees shading it, will provide protection from rain and snow for the teachers, and will cover most of the electric usage each year.
- The NFE 224 kw DC solar design will cover 88% of the electric usage.
- Our membership with PowerOptions allows us to use pre-vetted and RFP approved vendors for the lease and PPA (Solect and SunWealth).

- The Lease Agreement does not need to go out for RFP because it is exempt from Procurement process – M.G.L. c. 164 Section 137.
- The PPA is also exempt from Procurement Law (energy related services are exempt). M.G.L. c. 30B Section 1(b)(33)
- 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.”

Recommended Actions:

Department Recommendation:

The Sustainability Specialist recommends that the Select Board vote to approve the Solar Carport Canopy Lease and Notice of Lease for the North Falmouth Elementary back lot (62 Old Main Rd)

Options:

- Motion to approve Notice of Lease (NOL) and Lease Agreement with Solect Energy Development LLC for the North Falmouth Elementary solar carport canopy (62 Old Main Rd).
- Motion to approve the Notice of Lease (NOL) and Lease Agreement with amendments by Select Board with Solect Energy Development LLC for the North Falmouth Elementary solar carport canopy (62 Old Main Rd).

Town Manager's Comments:

The Town Manager recommends that the Select Board approve the Notice of Lease (NOL) and Lease Agreement with Solect Energy Development LLC for the North Falmouth Elementary solar carport canopy at 62 Old Main Rd.

Budget:

Applicable? (yes or no):

No

Budgeted? (yes or no):

No

| Fund | Dept. | Acct No. | Budget | Balance | Requested | Remaining |
|-------------|--------------|-----------------|---------------|----------------|------------------|------------------|
|-------------|--------------|-----------------|---------------|----------------|------------------|------------------|

Finance Director's Comments (if applicable):

N/A

Attachments:

1. Solect Falmouth North Falmouth Elementary NOL_Final_11.3.2025
2. Solect_PO Lease NFE_Final_11.3.2025

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 easement:

Parties to the Lease Agreement (the “Lease”):

Host/Landlord: Town of Falmouth, MA
59 Town Hall Square
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 62 Old Main Road, North Falmouth, MA 02556 described on the attached Exhibit A (the “Property”).

Description of Leased Premises: A portion of the Property as shown 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 exterior and interior walls, through to the main electric room, parking lot and exterior areas of the Property (the “Premises”).

Date of Execution of the Lease: _____ (the “Effective Date”).

62 Old Main Road, North Falmouth, Massachusetts

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 twenty-fifth (25th) 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 _____, 2025.

LANDLORD:

Town of Falmouth, MA

By its Select Board

By: _____

Robert P. Mascali, Chair

COMMONWEALTH OF MASSACHUSETTS

_____ County

On this _____ day of _____, 2025, before me, the undersigned Notary Public, personally appeared the above-named Robert P. Mascali, Town of Falmouth Select Board Chair, 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 the Town of Falmouth.

Notary Public

My Commission Expires:

By: _____
Heather M. H. Goldstone, Vice Chair

COMMONWEALTH OF MASSACHUSETTS

_____ County

On this ____ day of _____, 2025, before me, the undersigned Notary Public, personally appeared the above-named Heather M. H. Goldstone, Town of Falmouth Select Board Vice Chair, 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 her voluntarily for its stated purpose on behalf of the Town of Falmouth.

Notary Public
My Commission Expires:

By: _____
Douglas C. Brown, Member

COMMONWEALTH OF MASSACHUSETTS

_____ County

On this ____ day of _____, 2025, before me, the undersigned Notary Public, personally appeared the above-named Douglas C. Brown, Town of Falmouth Select Board Member, 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 the Town of Falmouth.

Notary Public
My Commission Expires:

By: _____
Colin W. Reed, Member

COMMONWEALTH OF MASSACHUSETTS

_____ County

On this _____ day of _____, 2025, before me, the undersigned Notary Public, personally appeared the above-named Colin W. Reed, Town of Falmouth Select Board Member, 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 the Town of Falmouth.

Notary Public
My Commission Expires:

By: _____
Jack P. Richardson, Member

COMMONWEALTH OF MASSACHUSETTS

_____ County

On this ____ day of _____, 2025, before me, the undersigned Notary Public, personally appeared the above-named Jack P. Richardson, Town of Falmouth Select Board Member, 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 the Town of Falmouth.

Notary Public
My Commission Expires:

TENANT:
Solect Energy Development LLC

By: _____
John A. Bodt, President, an Authorized
Signatory

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this 23d day of October, 2025, before me, the undersigned notary public, personally appeared John A. Bodt, President 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 President 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: North Falmouth Elementary School
62 Old Main Road, North Falmouth, MA 02556**

The land, together with the building, structures and improvements thereon, located at 62 Old Main Road, North Falmouth, Massachusetts and known as the North Falmouth Elementary School, described in that certain Order of Taking by the Board of Selectmen of the Town of Falmouth dated June 14, 1961 and recorded of even date with the Barnstable County Registry of Deeds in Book 1117, Page 522; which Order 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.

[Site plan on following page]

LEASE AGREEMENT

This Lease Agreement (this “**Lease**”) is entered into as of _____, 2025, (the “**Effective Date**”) by and between Town of Falmouth, by and through its Select Board, (“**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 twenty-fifth (25th) 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. Monitoring information will be transmitted via cellular connection.

For ground-mount systems, include the following: substations, overhead and underground electric transmission facilities, poles, towers, guys, lines, appurtenances thereto, communication lines.

(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). 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 twenty-one (21) 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) 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.

(h) 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.

(i) 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.

(j) 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.

(k) 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.

(l) 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 non-disturbance 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 non-

disturbance 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 it name and behalf by its Select Board hereby duly authorized this ____ day of November, 2025.

Solect Energy Development LLC, a Massachusetts limited liability company

By: Signed by:
John Bodt
7C87A/17D2F8416...

Name (printed): John A. Bodt

Title: President, an Authorized Signatory

HOST, Town of Falmouth, MA
By its Select Board

Robert P. Mascali, Chair

Heather M. H. Goldstone, Vice Chair

Douglas C. Brown

Colin W. Reed

Jack P. Richardson

EXHIBIT A to Lease Agreement

DESCRIPTION OF SITE

**Property Address: North Falmouth Elementary School
62 Old Main Road, North Falmouth, MA 02556**

The land, together with the building, structures and improvements thereon, located at 62 Old Main Road, North Falmouth, Massachusetts and known as the North Falmouth Elementary School, described in that certain Order of Taking by the Board of Selectmen of the Town of Falmouth dated June 14, 1961 and recorded of even date with the Barnstable County Registry of Deeds in Book 1117, Page 522; which Order is incorporated herein by reference as if fully set forth herein.

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").

[insert address]

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 twenty-fifth (25th) anniversary of the SMART Incentive Payment Effective Date occurs, 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: _____
John A. Bodt,
President, an Authorized Signatory

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this _____ date of _____, 2025, before me, the undersigned notary public, personally appeared John A. Bodt, President 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 President 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: [insert property address]

[insert legal description plus deed reference, book and page or Certificate of Title]

EXHIBIT B to NOTICE OF LEASE

LEASE AND EASEMENT AREA DESCRIPTION

The Lease and Easement Area shall mean the areas of the Property delineated in the Site Plan below.

[insert site plan]



Item: 3.f.

ITEM REPORT

To: Town of Falmouth Select Board

Submitted By: Laura Sitrin, Finance Director

Meeting Date: November 3, 2025

Department/Office: Town Manager/Select Board

Item Name: Discuss the requirements and necessary resources for implementing a residential property tax exemption **(25 minutes)**

Purpose:

To discuss the requirements and necessary resources for implementing a residential property tax exemption.

Background/Summary:

- Massachusetts General Law c59, section 5C allows municipalities to offer a residential property tax exemption to their residents for their primary residence, defined as the principal residence of a taxpayer as used by the taxpayer for income tax purposes.
- A residential property tax exemption shifts the tax burden within the residential class from those eligible to receive the exemption to those that are not. The tax burden shifts because the overall residential property tax rate will increase overall, and those properties that are eligible will receive an exemption equal to a percentage of the average residential assessed value of all residential property in Falmouth. The law allows municipalities to decide an exemption percentage up to a maximum of 35%.
- There were 22,632 residential properties in Falmouth as of December 2024. The Town does not track how many properties are owned as a principal residence as defined by the law. Illustrations have been provided to show the effect of a residential tax exemption, but the information is based on estimates as to the number of eligible properties.
- Implementation of this program will require time, additional personnel and other resources for programming and marketing. We estimate an additional year-round cost of \$160,175, plus one-time programming costs of \$20,000.
- The program will also require information technology personnel and, potentially, outside contractor resources to assist with electronic application and storage needs.
- Several attachments discuss all of the above plus other factors to consider.

Recommended Actions:

Department Recommendation:

The Finance Department recommends that the Select Board and staff engage in further discussion of the residential tax exemption program and resources needed for potential implementation, and develop a timeline and action plan if the decision is made to move forward with implementation.

Options:

This item is for informational and discussion purposes at this time.

Town Manager's Comments:

The Town Manager recommends that the Select Board and staff engage in further discussion of the residential tax exemption program and resources needed for potential implementation, and develop a timeline and action plan if the decision is made to move forward with implementation.

Budget:

Applicable? (yes or no):

Yes

Budgeted? (yes or no):

No

| Fund | Dept. | Acct No. | Budget | Balance | Requested | Remaining |
|------|-------|----------|--------|---------|-----------|-----------|
|------|-------|----------|--------|---------|-----------|-----------|

Finance Director's Comments (if applicable):

The Finance Department recommends that the Select Board and staff engage in further discussion of the residential tax exemption program and resources needed for potential implementation, and develop a timeline and action plan if the decision is made to move forward with implementation.

Attachments:

1. 10% Exemption Illustration
2. 35% Exemption Illustration
3. Residential Tax Exemption Discussion Sheet October 14
4. DLS Letter on Residential Tax Exemption
5. MGL Title IX Chap 59 Section 5C
6. Residential tax exemption 10.21.25

This calculator projects the estimated impact of adopting a Residential Exemption. The Residential Exemption is a local option authorized by M.G.L. Ch. 59, s.5C, which allows a community to shift a portion of the tax burden away from certain lower valued residential properties to higher valued homes, most apartment buildings, and homes that are not owner-occupied. Click here to [view DLS's Residential Exemption video](#) for more information.

Please note that we are not able to separate out the number of mixed use parcels (012-043) between residential and commercial properties. Therefore the parcel count for mixed use includes both the residential and commercial parcels. However, this has no impact on the calculation of the estimated impact of a residential exemption.

How to use the calculator: Select a community, then enter the proposed exemption percentage as a decimal (for example, enter 0.35 for 35%.) The highest percent allowed by law is 35%. Enter the estimated percent owner-occupied for the five residential property types in the grid. Click the Submit button to run the calculations.

Please Select Your Municipality:

Falmouth

Enter exemption percent as a decimal
(allowable range 0.01 to 0.35)

0.10

Enter percent owner-occupied as a decimal
(allowable range 0.01 to 1.00)

| Residential Property Type | % Owner Occupied |
|--|------------------|
| Single family 101 | 0.70 |
| Condominiums 102 : | 0.70 |
| Multi-family 104, 105 (2 & 3 family) : | 0.35 |
| Apartment 111-125 : | 0.15 |
| Miscellaneous Residential 103,109 : | 0.60 |

Falmouth Fiscal Year 2025 Approved Values and Tax Rate

Assessment Report

| Property Type | Parcels | Total Assessed Values | Average Value Per Parcel | Approved Tax Rate | Tax Levy by Residential Class |
|------------------------------------|---------------|--------------------------|--------------------------|-------------------|-------------------------------|
| Single Family 101 | 18,652 | 18,162,013,250 | 973,730.07 | 5.87 | 106,611,017.78 |
| Condominiums 102 | 1,505 | 818,099,100 | 543,587.44 | 5.87 | 4,802,241.72 |
| Two Family 104 | 318 | 302,883,900 | 952,465.09 | 5.87 | 1,777,928.49 |
| Three Family 105 | 41 | 32,276,900 | 787,241.46 | 5.87 | 189,465.40 |
| Apartment 111-125 | 68 | 144,352,800 | 2,122,835.29 | 5.87 | 847,350.94 |
| Vacant/ Accessory Land 130-132,106 | 1,617 | 374,096,300 | 231,352.07 | 5.87 | 2,195,945.28 |
| Miscellaneous Residential 103,109 | 274 | 544,315,700 | 1,986,553.65 | 5.87 | 3,195,133.16 |
| Mixed Use 012-043 | 157 | 103,827,775 | 661,323.41 | 5.87 | 609,469.04 |
| Total | 22,632 | 20,481,865,725.00 | 904,995.83 | | 120,228,551.81 |

Exemption Calculations

| Exemption Percent | Residential Exemption Amount | Potential Value Reduction in Residential Properties | New Taxable Value | Estimated New Residential Rate | 2025 Residential Levy |
|-------------------|------------------------------|---|-------------------|--------------------------------|-----------------------|
| 10.00% | 90,499.58 | 1,304,112,522.74 | 19,177,753,202.26 | 6.27 | 120,228,552 |

Estimated Impact on Residential Tax Bill

| Owner-Occupied Home Value | Tax Bill Without Exemption | Tax Bill With Exemption | Change in Tax Bill* |
|---------------------------|----------------------------|-------------------------|---------------------|
| 100,000.00 | 587.00 | 59.57 | -527.43 |
| 320,000.00 | 1,878.40 | 1,438.97 | -439.43 |
| 540,000.00 | 3,169.80 | 2,818.37 | -351.43 |
| 760,000.00 | 4,461.20 | 4,197.77 | -263.43 |
| 980,000.00 | 5,752.60 | 5,577.17 | -175.43 |
| 1,200,000.00 | 7,044.00 | 6,956.57 | -87.43 |
| 1,418,580.92 | 8,327.07 | 8,327.07 | .00 |
| 1,640,000.00 | 9,626.80 | 9,715.37 | 88.57 |
| 1,860,000.00 | 10,918.20 | 11,094.77 | 176.57 |
| 2,080,000.00 | 12,209.60 | 12,474.17 | 264.57 |
| 2,300,000.00 | 13,501.00 | 13,853.57 | 352.57 |
| 2,520,000.00 | 14,792.40 | 15,232.97 | 440.57 |
| 2,740,000.00 | 16,083.80 | 16,612.37 | 528.57 |
| 2,960,000.00 | 17,375.20 | 17,991.77 | 616.57 |

This calculator projects the estimated impact of adopting a Residential Exemption. The Residential Exemption is a local option authorized by M.G.L. Ch. 59, s.5C, which allows a community to shift a portion of the tax burden away from certain lower valued residential properties to higher valued homes, most apartment buildings, and homes that are not owner-occupied. Click here to [view DLS's Residential Exemption video](#) for more information.

Please note that we are not able to separate out the number of mixed use parcels (012-043) between residential and commercial properties. Therefore the parcel count for mixed use includes both the residential and commercial parcels. However, this has no impact on the calculation of the estimated impact of a residential exemption.

How to use the calculator: Select a community, then enter the proposed exemption percentage as a decimal (for example, enter 0.35 for 35%.) The highest percent allowed by law is 35%. Enter the estimated percent owner-occupied for the five residential property types in the grid. Click the Submit button to run the calculations.

Please Select Your Municipality:

Falmouth

Enter exemption percent as a decimal
(allowable range 0.01 to 0.35)

0.35

Enter percent owner-occupied as a decimal
(allowable range 0.01 to 1.00)

| Residential Property Type | % Owner Occupied |
|--|------------------|
| Single family 101 | 0.70 |
| Condominiums 102 : | 0.70 |
| Multi-family 104, 105 (2 & 3 family) : | 0.35 |
| Apartment 111-125 : | 0.15 |
| Miscellaneous Residential 103,109 : | 0.60 |

Falmouth Fiscal Year 2025 Approved Values and Tax Rate

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| Apartment 111-125 | 68 | 144,352,800 | 2,122,835.29 | 5.87 | 847,350.94 |
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| Miscellaneous Residential 103,109 | 274 | 544,315,700 | 1,986,553.65 | 5.87 | 3,195,133.16 |
| Mixed Use 012-043 | 157 | 103,827,775 | 661,323.41 | 5.87 | 609,469.04 |
| Total | 22,632 | 20,481,865,725.00 | 904,995.83 | | 120,228,551.81 |

Exemption Calculations

| Exemption Percent | Residential Exemption Amount | Potential Value Reduction in Residential Properties | New Taxable Value | Estimated New Residential Rate | 2025 Residential Levy |
|-------------------|------------------------------|---|-------------------|--------------------------------|-----------------------|
| 35.00% | 316,748.54 | 4,564,393,973.68 | 15,917,471,751.32 | 7.55 | 120,228,552 |

Estimated Impact on Residential Tax Bill

| Owner-Occupied Home Value | Tax Bill Without Exemption | Tax Bill With Exemption | Change in Tax Bill* |
|---------------------------|----------------------------|-------------------------|---------------------|
| 320,000.00 | 1,878.40 | 24.55 | -1,853.85 |
| 520,000.00 | 3,052.40 | 1,534.55 | -1,517.85 |
| 700,000.00 | 4,109.00 | 2,893.55 | -1,215.45 |
| 880,000.00 | 5,165.60 | 4,252.55 | -913.05 |
| 1,060,000.00 | 6,222.20 | 5,611.55 | -610.65 |
| 1,240,000.00 | 7,278.80 | 6,970.55 | -308.25 |
| 1,423,483.02 | 8,355.85 | 8,355.85 | .00 |
| 1,610,000.00 | 9,450.70 | 9,764.05 | 313.35 |
| 1,790,000.00 | 10,507.30 | 11,123.05 | 615.75 |
| 1,970,000.00 | 11,563.90 | 12,482.05 | 918.15 |
| 2,150,000.00 | 12,620.50 | 13,841.05 | 1,220.55 |
| 2,330,000.00 | 13,677.10 | 15,200.05 | 1,522.95 |
| 2,510,000.00 | 14,733.70 | 16,559.05 | 1,825.35 |
| 2,690,000.00 | 15,790.30 | 17,918.05 | 2,127.75 |

What is a Residential Tax Exemption?

The Residential Exemption is an option under Massachusetts General Law (MGL) chapter 59, section 5C, that shifts the tax burden within the residential class from owners of moderately valued residential properties to the owners of vacation homes, higher valued homes and residential properties not occupied by the owner, including apartments and vacant lands.

The law states that, at the option of the Select Board, there shall be an exemption equal to not more than 35% of the average assessed value of all Class One, residential parcels within a town; provided however that **the exemption shall be applied only to the principal residence of a taxpayer as used by the taxpayer for income tax purposes.**

Other specific information and nuances of the law are included in the attached copy of a DLS Newsletter and a copy of MGL Chapter 59, Section 5C.

How does it work?

Residential property owners will need to file an application for exemption and include any required documentation to support the exemption. Property owners can apply for the residential exemption for their primary residence only. Town staff recommend that the most recently filed federal tax return be required to be submitted with the application to verify that the applicant used the Falmouth property address as their primary residence on their tax return.

Adopting a residential exemption increases the tax rate for all residential properties. It does not impact commercial, industrial or personal property taxes. The amount of the tax levy remains the same, but because of the exempted residential valuation, the levy is distributed over less assessed value. The higher rate creates a shift within the residential class that reduces the taxes paid by approved exemption homeowners with moderately valued properties, while higher taxes are then paid by owners of rental properties, vacation homes and higher valued homes.

Town staff have used the DLS website to run some very preliminary calculations, which are attached for the **purpose of illustration only**. It is critical when looking at the illustrations to understand that staff made some rough guesses about the number of eligible properties in the Town. The Town does not track whether a property is owned as a principal residence and, as a result, we don't have a basis for a reasonable estimate as to how many taxpayers are eligible for the exemption. There are 22,632 residential parcels in Falmouth as of

December 2024. We have assumed for illustration purposes that 70% of all single-family houses, 70% of condominiums, 35% of multi-family and 15% of apartment properties are eligible. The average assessed value of residential properties is \$904,996.

Implementation

Implementation will require time and resources.

- Staffing resources: One full-time administrative clerk (\$102,175 salary and benefits) and 2 temporary clerks for a period of 3 months at 19 hours/week, each, will be needed (\$14,000 total). Total Cost \$117,175
- Programming costs for both the Catalis CAMA System and the Softrite and/or MUNIS ERP System. Estimate of \$20,000
- Marketing funds: 2 mailings to all residential properties at \$20,000 per mailing (includes printing, envelopes and postage); at least 4 newspaper ads at \$4,000. Total Cost \$44,000
- Information Technology time to help set up a secure on-line application process and storage, especially if personally identifiable information (i.e. tax returns) is included.
- Application and instructions need to be developed.
- Space in Town Hall to collect thousands of applications and supporting documentation.
- Develop processes to handle and track applications.
- Increase Overlay Reserve in FY28 for abatements after the fact.

Timeline: Implementation for FY2028 means that tax rates need to be set in December 2027. Town staff will need to be ready to go by March 1, 2027. That means some of the funding needs to be included in the FY2027 Budget, which is currently being prepared to present to the Select Board in December 2025.

Other Factors to Consider/Decisions to be Made

- The exemption percentage can be anywhere up to 35%; other towns that have implemented the exemption have recommended starting with a lower exemption to ease into the program and avoid sticker shock to those taxpayers that are not eligible or didn't apply for the exemption.
- Eligibility determination
- Marketing campaign to include determining how best to reach all residents, including those that may be limited by disability or language barriers.

- Timeline for implementation including when to open application period and start marketing campaign.



Living with the Residential Exemption

Randall Gilbert – DLS Summer Fellow

Tony Rassias – Bureau of Accounts Deputy Director

In this issue:

- [Living with the Residential Exemption](#)
- [Ask DLS: Other Post-Employment Benefits Trust Fund - Part 1](#)
- [Data Highlight of the Month: Residential Exemption](#)

Important Dates & Information

Save the Date: "What's New in Municipal Law" Seminar

The Division of Local Services legal staff will offer its annual "What's New in Municipal Law" seminar for local officials

What is the Residential Exemption?

Enacted 1979, the residential exemption is an option under property tax classification [MGL c. 59, sec. 5C](#) that shifts the tax burden within the residential class from owners of moderately valued residential properties to the owners of vacation homes, higher valued homes and residential properties not occupied by the owner, including apartments and vacant lands.

How It Works

Communities may authorize a residential exemption to all [Class One, Residential](#) properties that are principal residences of taxpayers. Prior to the Municipal Modernization Act, the exemption could not top 20% of the average assessed valuation of residential parcels. Now, exemptions cannot exceed 35% of the average assessed value of all Class One, Residential properties.

Adopting a residential exemption increases the residential tax rate. The amount of the tax levy paid by the residential class remains the same, but because of the exempted residential valuation, the levy is distributed over less assessed value. This higher rate creates a shift within the class that reduces the taxes paid by homeowners with moderately valued properties. Those taxes are then paid by owners of rental properties, vacation homes and higher valued homes.

Residential Exemption Calculation

The following steps can be used by a community to calculate the residential exemption and its impacts.

on Thursday, October 3, 2019 at the Log Cabin Banquet & Meeting House in Holyoke and Thursday, October 10, 2019 at The Lantana in Randolph.

The general session in the morning will review new legislation and recent court decisions pertaining to local government. The afternoon session will consist of three concurrent workshops that will discuss current and recurring issues of interest related to municipal finance law.

Please stay tuned for more information in future editions of *City & Town* and through DLS Alerts.

FY2020 Cherry Sheet Estimates

The Division of Local Services has posted on its website cherry sheet estimates based on the final budget signed by Governor Baker today.

[Municipal estimated receipts and charges](#)
[Regional school estimated receipts and charges](#)

Staff from the Data Analytics and Resources Bureau are available to

A = Total Residential Value
B = Total Residential Parcel Count
C = Average Residential Value
D = Selected Residential Exemption %
E = Residential Exemption
F = Number of Eligible Residential Parcels
G = Total Residential Exemption Value
H = Total Residential Value minus Exemption

The Total Residential Value (A) is divided by the Total Residential Parcel Count (B) to reach the Average Residential Value (C).

$$A / B = C$$

The Average Residential Value (C) is then multiplied by the Selected Residential Exemption % (D) to get the Residential Exemption (E).

$$C * D = E$$

The Residential Exemption (E) is then multiplied by the Number of Eligible Residential Parcels (F) resulting in the Total Residential Exemption Value (G).

$$E * F = G$$

The Total Residential Value (A) is then reduced by the Total Residential Exemption Value (G) to determine the Total Residential Value minus Exemption (H).

$$A - G = H$$

This value (H) is used to calculate the residential class tax rate. Because of the Total Residential Exemption Value (G), the residential class tax rate increases. The total tax levy for the residential class will remain the same and the property tax burden shifts.

The Division of Local Services provides an online calculator that allows communities to estimate the impacts of adopting the residential exemption. To view this resource, please [click here](#).

The Break-Even Point & the Tax Bill

answer questions or provide additional information at databank@dor.state.ma.us or (617) 626-2384.

New Local Finance Opinion: Timeliness of Property Tax Abatement Applications filed with the Local Board of Assessors

The Division of Local Services has posted on its [website](#) the following Local Finance Opinion (LFO):

[LFO-2019-2:Timeliness of Property Tax Abatement Applications filed with the Local Board of Assessors](#)

IG: Boards and Commissions - Know Your Responsibilities Training

The Office of the Inspector General will be presenting its Boards and Commissions: Know Your Responsibilities training in Littleton on August 7, 2019.

This three-hour training is essential for every member of a public governing board, as well as for public officials who regularly interact with public boards. Topics covered include:

The break-even point is the point at which the assessed valuation of a parcel without any exemption is benefit neutral. In effect, a residential property at this valuation point would pay the same amount regardless of the community's adoption of the exemption.

The Break-Even Point (I) is calculated as the Total Residential Value (A), divided by the Number of Eligible Residential Parcels (F).

$$A / F = I$$

Once the DLS Bureau of Accounts certifies the tax rate, the exemption is applied to all eligible residential parcels. Municipalities are required to display the exemption amount on all tax bills and indicate the abatement application deadline. If a taxpayer does not receive a residential exemption, an abatement application can be submitted to the Board of Assessors within three months of the date the tax bill was mailed.

For an example of how the residential exemption impacts various properties, please see below.

| Without the Residential Exemption | | | | |
|--|-----------------------------------|-----------------------------|-----------------------------------|------------------------------|
| | Property #1 | Property #2 | Property #3 | Property #4 |
| Assessed Value | \$600,000 | \$746,733 | \$800,000 | \$700,000 |
| Tax Rate | \$11.32 | \$11.32 | \$11.32 | \$11.32 |
| Tax Bill | \$6,792 | \$8,453 | \$9,056 | \$7,924 |
| With the Residential Exemption | | | | |
| | Property #1 (below break-even) | Property #2 (break-even) | Property #3 (above break-even) | Property #4 (nonresident) |
| Assessed Value | \$600,000 | \$746,733 | \$800,000 | \$700,000 |
| Exemption | \$99,740 | \$99,740 | \$99,740 | \$0 |
| Net Value | \$500,260 | \$646,993 | \$700,260 | \$700,000 |
| Tax Rate | \$13.06 | \$13.06 | \$13.06 | \$13.06 |
| Tax Bill | \$6,533 | \$8,450 | \$9,145 | \$9,142 |
| Savings with the Exemption | \$259 | \$3 | | |
| Cost with the Exemption | | | \$89 | \$1,218 |

Residential Exemption Communities

Residential exemptions are voted annually. Communities that choose to adopt the exemption often have the following characteristics:

- Large cities or towns with many nonowner-occupied properties like apartment buildings

- Fiduciary duties and responsibilities
- Preventing and detecting fraud, waste and abuse
- Ethics requirements for members of boards and commissions
- Fraud Awareness Public Records Law
- Tools for effective oversight
- Open Meeting Law

If you are interested in attending, please download, complete and email the registration form to the MCPPO training email at MA-IGO-Training@state.ma.us. The registration form link can be found at <https://www.mass.gov/how-to/register-for-an-mcppo-class>.

If you have any questions, please contact MA-IGO-Training@state.ma.us. We hope to see you in class.

- Resort communities with many seasonal residents

Below is a list of municipalities with the residential exemption and the dollar impact of the exemption.

| Community | Residential Exemption Percentage | Exemption \$ Amount Based on FY19 Avg. Assessed Value | Community | Residential Exemption Percentage | Exemption \$ Amount Based on FY19 Avg. Assessed Value |
|------------|----------------------------------|---|--------------|----------------------------------|---|
| Barnstable | 20% | \$934 | Provincetown | 25% | \$1,147 |
| Boston | 35% | \$2,719 | Somerset | 10% | \$508 |
| Brookline | 21% | \$2,593 | Somerville | 35% | \$3,105 |
| Cambridge | 30% | \$2,232 | Tisbury | 18% | \$1,511 |
| Chelsea | 30% | \$1,897 | Truro | 20% | \$952 |
| Everett | 25% | \$1,468 | Waltham | 35% | \$2,384 |
| Malden | 30% | \$2,158 | Watertown | 23% | \$1,907 |
| Nantucket | 25% | \$1,741 | Wellfleet | 20% | \$833 |

Many municipalities provide additional information regarding their reasons for adopting the exemption on their websites.

- Boston – *The residential exemption reduces your tax bill by excluding a portion of your residential property's value from taxation. Last fiscal year, the residential exemption saved qualified Boston homeowners up to \$2,719.09 on their tax bill.*
- Brookline – *The intent of the exemption is to promote owner occupancy and is designed to provide a proportionately greater benefit to lower valued homes.*
- Cambridge – *The residential exemption serves to reduce the effective tax rate on lower valued properties while raising it on higher valued properties. Since the same amount is deducted from every value, its impact is greatest on the lower valued properties.*
- Malden – *The Malden City Council and the Office of the Mayor adopted the Residential Exemption which is intended to lessen the tax burden on eligible homeowners. The Residential Exemption establishes a "graduated tax", reducing the taxes of lower valued properties while increasing the taxes of higher valued properties and non-owner-occupied residential properties.*

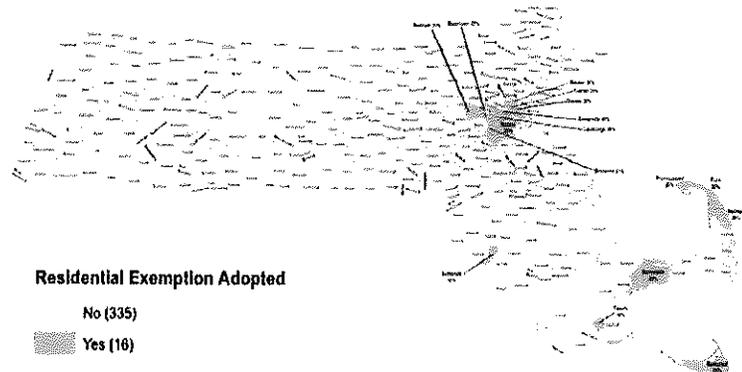


- Tisbury – *The purpose of the residential exemption is to reduce property taxes for year-round residents, particularly those with modest homes.*
- Truro – *The purpose of the residential exemption is to reduce property taxes for year-round residents.*



The below map includes each municipality's residential exemption percentage and the dollar impact of the exemption on each community's FY2019 average assessed value.

Residential Exemption as of FY2019



Other DLS Links:

[Local Officials Directory](#)

[Municipal Databank](#)

[Information Guideline](#)

[Releases \(IGRs\)](#)

[Bulletins](#)

[Publications & Training Center](#)

[Tools and Financial Calculators](#)

To view a larger version of this map, please [click here](#).

More information on the residential exemption can be found in the *Ask DLS* section of the [September 1st, 2016 edition of *City & Town*](#).

Ask DLS: Other Post-Employment Benefits Trust Fund - Part 1

This month's *Ask DLS* features frequently asked questions concerning changes made by the [Municipal Modernization Act \(Act\)](#) to the local option Other Post-employment Benefits (OPEB) Trust Fund, [G.L. c. 32B, § 20 and 20A](#), as amended by [Sections 15 and 238 of Chapter 218 of the Acts of 2016](#). Please let us know if you have other areas of interest or send a question to cityandtown@dor.state.ma.us. We would like to hear from you.

What changes did the [Act](#) make to the OPEB statute - [G.L. c. 32B, § 20](#)?

Part I ADMINISTRATION OF THE GOVERNMENT

Title IX TAXATION

Chapter 59 ASSESSMENT OF LOCAL TAXES

Section 5C EXEMPTIONS FOR RESIDENTIAL REAL PROPERTY IN CITIES OR TOWNS ASSESSING AT FULL AND FAIR CASH VALUATION

[First and second paragraphs effective for taxes assessed for fiscal years beginning on or after July 1, 2016. See 2016, 218, Sec. 247.]

Section 5C. With respect to each parcel of real property classified as Class One, residential, in each city or town certified by the commissioner to be assessing all property at its full and fair cash valuation, and at the option of the board of selectmen or mayor, with the approval of the city council, as the case may be, there shall be an exemption equal to not more than 35 per cent of the average assessed value of all Class One, residential, parcels within such city or town; provided, however, that such an exemption shall be applied only to the principal residence of a taxpayer as used by the taxpayer for income tax purposes. This exemption shall be in addition to any exemptions allowable under section five; provided, however, that in no instance shall the taxable valuation of such property after all applicable exemptions be reduced below ten per cent of its full and fair cash valuation, except through the applicability of clause Eighteenth of section five. Where, under the provisions of section

five, the exemption is based upon an amount of tax rather than on valuation, the reduction of taxable valuation for purposes of the preceding sentence shall be computed by dividing the said amount of tax by the residential class tax rate of the city or town and multiplying the result by one thousand dollars. For purposes of this paragraph, "parcel" shall mean a unit of real property as defined by the assessors in accordance with the deed for such property and shall include a condominium unit.

In those cities and towns in which an exemption is made available hereunder, a taxpayer aggrieved by the failure to receive such residential exemption may apply for such residential exemption to the assessors, in writing, on a form approved by the commissioner, on or before the deadline for an application for exemption under section 59.

A timely application filed hereunder shall, for the purposes of this chapter, be treated as a timely filed application pursuant to section fifty-nine.

For purposes of this section, with respect to real property owned by a cooperative corporation, as defined in section 4 of chapter 157B, that portion which is occupied by a member pursuant to a proprietary lease as such member's domicile and is used as such member's principal residence for income tax purposes shall be deemed to be real property owned by such member for purposes of this section, provided that the portion of the real estate is represented by the member's share or shares of stock in the cooperative corporation and the percentage of such portion to the whole is the percentage of such member's shares in the cooperative corporation to the total outstanding stock of the corporation, including shares owned by the corporation. Such portion of such real property shall be eligible for

exemption from taxation pursuant to this section if such member meets all requirements for such exemption. Any exemption so provided shall reduce the taxable valuation of the real property owned by the cooperative corporation; provided, however, that the reduction in taxes realized thereby shall be credited by the cooperative corporation against the amount of such taxes otherwise payable by or chargeable to such member. Nothing in this paragraph shall be construed to affect the tax status of any manufactured home or mobile home under this chapter, but shall apply to the land on which such manufactured home or mobile home is located if all other requirements of this paragraph are met. This paragraph shall take effect in a city or town upon its acceptance by the city or town.



Residential Tax Exemption

Presentation to Select Board

November 3, 2025

What is a Residential Tax Exemption?

- An option under M.G.L. c.59, section 5C
- An exemption up to a maximum of 35% of the average assessed value of all residential parcels; given to qualified applicants for their principal residence as determined by address used on federal tax returns.
- Essentially shifts the tax burden for the total value of exemptions to those property owners that are not eligible and/or did not apply for the exemption.

How Does It Work?

- Residential property owners will need to file an application **each year** prior to the date in December when a tax rate is determined. Application period to be determined at a later date assuming Town votes to move forward.
- Total value of approved applications (exemptions) will increase the overall tax rate for all residential properties because the total levy needs to be spread over less total assessed value.
- An eligible property owner will receive an exemption on their assessed value meaning that the current assessed value of property will be reduced by the amount of the exemption, which leads to lower taxes for lower and moderately valued properties. Eligible higher valued properties receive the exemption, but it has less of an impact as the value of the property increases.

Statistics as of December 2024

- 22,632 Residential Properties
- Average assessed value of residential property is \$904,996
- Town does not currently track whether residential properties are owned by year-round residents; estimates are rough guesses

Illustration of 10% Exemption

Assumes 70% eligible single-family and condo Tax rate increases from \$5.87 to \$6.27

| Estimated Impact on Residential Tax Bill | | | |
|--|----------------------------|-------------------------|---------------------|
| Owner-Occupied Home Value | Tax Bill Without Exemption | Tax Bill With Exemption | Change in Tax Bill* |
| 100,000.00 | 587.00 | 59.57 | -527.43 |
| 320,000.00 | 1,878.40 | 1,438.97 | -439.43 |
| 540,000.00 | 3,169.80 | 2,818.37 | -351.43 |
| 760,000.00 | 4,461.20 | 4,197.77 | -263.43 |
| 980,000.00 | 5,752.60 | 5,577.17 | -175.43 |
| 1,200,000.00 | 7,044.00 | 6,956.57 | -87.43 |
| 1,418,580.92 | 8,327.07 | 8,327.07 | .00 |
| 1,640,000.00 | 9,626.80 | 9,715.37 | 88.57 |
| 1,860,000.00 | 10,918.20 | 11,094.77 | 176.57 |
| 2,080,000.00 | 12,209.60 | 12,474.17 | 264.57 |
| 2,300,000.00 | 13,501.00 | 13,853.57 | 352.57 |
| 2,520,000.00 | 14,792.40 | 15,232.97 | 440.57 |
| 2,740,000.00 | 16,083.80 | 16,612.37 | 528.57 |
| 2,960,000.00 | 17,375.20 | 17,991.77 | 616.57 |

Implementation Considerations

- Implementation will require time and resources
- Staffing Resources: One full-time administrative clerk & 2 temporary clerks for 3 months for a total cost of \$117,175 per year.
- Programming costs for the CAMA System and ERP System estimated at \$20,000 (one-time)
- Marketing Funds to include 2 mailings to all residential property owners and newspaper ads; Costs estimated at \$44,000

Implementation - continued

- Will need information technology staff to assist with setting up an on-line application and electronic storage system that protects personal information (ie tax returns, trust documents etc.)
- Develop application, instructions, and processes to handle and track applications
- Space in Town Hall to collect thousands of applications and supporting documents (if we assume 60% of residential property owners apply, that would be 13,580 applications)
- Overlay Reserve would need to increase starting in FY28 for abatements after tax bills are mailed (state law provides 90 days after the date tax bills are mailed for abatements to be requested and processed)

Timing Considerations

- Implementation for FY2028 means that tax rates need to be set in December 2027. Town staff will need to be ready to go by March 1, 2027. That means some of the funding needs to be included in the FY2027 operating budget, which is currently being prepared to present to the Select Board in December 2025.

Other Factors to Consider/Decisions to be Made

- Exemption percentage can be anywhere up to 35%; advice from other towns with exemption have recommended starting with a lower exemption to ease into the program and avoid sticker shock to those taxpayers that are not eligible or are eligible but didn't apply for the exemption.
- Eligibility determination – staff recommends requiring a copy of the most recent federal tax return
- Marketing campaign to include determining how to best reach all residents including those that may be limited by disability or language barriers.
- Timeline for implementation, application period and marketing campaign



Item: 3.g.

ITEM REPORT

To: Town of Falmouth Select Board

Submitted By: Amy Lowell, Wastewater Superintendent

Meeting Date: November 3, 2025

Department/Office: Town Manager/Select Board

Item Name: Discuss the requirements and potential benefits of implementing a Water Infrastructure Improvement Fund (WIIF) **(25 minutes)**

Purpose:

The purpose is to begin the discussion of the requirements and potential benefits of implementing a Water Infrastructure Improvement Fund (WIIF).

Background/Summary:

- A Water Infrastructure Investment Fund (WIIF) is a special revenue fund that may be appropriated for expenditures for maintenance, improvements and investments to municipal wastewater (and drinking water and stormwater) infrastructure assets.
- *The source of revenue for the Fund is a property tax surcharge of up to three percent that is assessed on each parcel of taxable real estate within the community. Amounts generated by the surcharge are not subject to the levy limitations of Proposition 2½.*
- To establish the Fund, Town Meeting would need to vote to accept G.L. c. 40, § 39M, and approve the amount of the water infrastructure surcharge of up to 3%. Then, voters would have to approve this on the ballot.
- Several Cape Cod towns have WIIFs, including Mashpee (2%), Sandwich (2%) and Dennis (3%). Barnstable is also considering a WIIF to stabilize long-term funding for its wastewater management projects.
- The reason to establish a WIIF in Falmouth is to provide funding to implement wastewater management projects to improve water quality in the Town's ponds. In the past, the Town has funded wastewater projects solely via retiring debt. However, there

are increasing other demands on the Town's funding resources (e.g., a police station, fire stations, schools, etc), and the Town cannot afford to implement all of the wastewater management and other CIP projects with existing revenue sources.

- Setting up a WIIF will provide a consistent source of funding for the needed wastewater management projects and leave more funds available for other Town priorities.
- The following is a link to DLS guidance on the WIIF process:
<https://www.mass.gov/doc/municipal-water-infrastructure-investment-fund/download>
- The following is a link to the relevant section of MGL:
<https://malegislature.gov/Laws/GeneralLaws/PartI/TitleVII/Chapter40/Section39M>

Recommended Actions:

Department Recommendation:

It is recommended that the Select Board discuss and consider establishing a Water Infrastructure Investment Fund in Falmouth. The percentage adopted (up to 3%) and the range of projected revenue, as well as the time frame (recommended adoption at the April 2026 Town Meeting) can be presented and discussed at a future meeting.

Options:

N/A

Town Manager's Comments:

While no formal vote is requested on this item, the Town Manager seeks direction from the Select Board on whether to pursue the establishment of a Water Infrastructure Investment Fund.

Budget:

Applicable? (yes or no):

Yes

Budgeted? (yes or no):

| Fund | Dept. | Acct No. | Budget | Balance | Requested | Remaining |
|------|-------|----------|--------|---------|-----------|-----------|
|------|-------|----------|--------|---------|-----------|-----------|

Finance Director's Comments (if applicable):

N/A

Attachments:

None



ITEM REPORT

To: Town of Falmouth Select Board

Submitted By: Kimberly Fish, Housing Coordinator

Meeting Date: November 3, 2025

Department/Office: Housing

Item Name: Discuss and consider a vote to approve an application to the Falmouth Affordable Housing Fund from Michael Galasso, 4 Sandwich Road, LLC regarding the project located at 4 Sandwich Road **(15 minutes)**

Purpose:

Michael Galasso, 4 Sandwich Road, LLC, requests the Select Board as Trustees of the Falmouth Affordable Housing Fund ("FAHF") approval of an application to the FAHF for funding in the amount of \$1,500,000 for the construction of ten (10) affordable deed-restricted rental units on the property located at 4 Sandwich Road.

Background/Summary:

- On April 17, 2025, the FAHF received an application from Michael Galasso, 4 Sandwich Road, LLC, requesting \$1,500,000 in funding for the construction of ten (10) rental units to be deed-restricted as affordable in perpetuity (Attachment #1).
- In the application, of those ten (10) rental units, one (1) was to be deed restricted at 80% of the area median income ("AMI"), three (3) units deed restricted at 100% of the AMI and six (6) units deed restricted at 120% of the AMI.
- Upon further consideration and to allow for all units to count on the Town's Subsidized Housing Inventory, of the ten (10) rental units, two (2) will be deed restricted at 80% of the AMI, two (2) units deed restricted at 100% of the AMI and six (6) units deed restricted at 120% of the AMI.
- On April 30, 2025, the applicant met with the Falmouth Affordable Housing Fund Working Group (Evaluation Form as Attachment #2), who provided a favorable recommendation with the following conditions:
 1. Increase the number of "visitable" units; the Working Group would prefer to see 50% of the units meet this standard if it is not cost prohibitive.
 2. All ten (10) units will be deed restricted in perpetuity as outlined in the application with the understanding that the applicant may need to change one unit to 80% AMI in order to secure additional grant funding.
 3. The applicant must demonstrate within one (1) year from the date of Select Board

approval that all financing for the project has been secured.

4. The offer for subsidy will expire in two (2) years if the project has not begun construction. There will be an option to extend, at the discretion of the Select Board, as Trustees of the Fund.
 - By memo dated May 8, 2025, the Town Manager sent a positive recommendation, including the above conditions suggested by the FAHF Working Group, to the Community Preservation Committee ("CPC") (Attachment #3).
 - On June 12, 2025, the applicant went before the CPC, who voted to give a positive recommendation subject to the conditions in the Town Manager's memo to the CPC. See memo dated June 15, 2025 (Attachment #4).
 - Also included, please find as Attachment #5, the applicant's presentation for the Select Board's November 3, 2025, meeting.

Recommended Actions:

Department Recommendation: Staff recommends approving the application from Michael Galasso, 4 Sandwich Road, LLC, in the amount of \$1,500,000.

Recommended Motion: "I move that the Select Board, as Trustees of the Falmouth Affordable Housing Fund, award One Million, Five Hundred Thousand Dollars (\$1,500,000) to be awarded as a loan secured by a mortgage, subordination of lease, and other documents on 4 Sandwich Road, for the construction of ten (10) deed-restricted units at 4 Sandwich Rd., of which two (2) will be deed-restricted at 80% of the area median income, two (2) will be deed-restricted at 100% of the area median income and six (6) will be deed-restricted at 120% of the area median income and to authorize the Town Manager to execute the documentation setting forth the terms of the financial award for construction at 4 Sandwich Road. The award will be made to 4 Sandwich Road, LLC as developer, and will require such loan documents as Town Counsel may advise: loan documents will be required from the developer; the owner of 4 Sandwich Rd.; and any ground lessor(s)."

Options:

1. Vote the Motion as recommended.
2. Motion to deny the request for \$1,500,000 from 4 Sandwich Road, LLC.
3. Some other Board defined alternative.

Town Manager's Comments:

The Town Manager recommends that the Select Board, as Trustees of the Falmouth Affordable Housing Fund, award One Million, Five Hundred Thousand Dollars (\$1,500,000) to be awarded as a loan secured by a mortgage, subordination of lease, and other documents on 4 Sandwich Road, for the construction of ten (10) deed-restricted units at 4 Sandwich Rd., of which two (2) will be deed-restricted at 80% of the area median income, two (2) will be deed-restricted at 100% of the area median income and six (6) will be deed-restricted at 120% of the area median

income and to authorize the Town Manager to execute the documentation setting forth the terms of the financial award for construction at 4 Sandwich Road. The award will be made to 4 Sandwich Road, LLC as developer, and will require such loan documents as Town Counsel may advise: loan documents will be required from the developer; the owner of 4 Sandwich Rd.; and any ground lessor(s)."

Budget:

Applicable? (yes or no):

Yes

Budgeted? (yes or no):

Yes, Falmouth Affordable Housing Fund

| Fund | Dept. | Acct No. | Budget | Balance | Requested | Remaining |
|-------------|--------------|-----------------|---------------|----------------|------------------|------------------|
|-------------|--------------|-----------------|---------------|----------------|------------------|------------------|

Finance Director's Comments (if applicable):

N/A

Attachments:

1. SB Packet Attachments 11-3-25.FAHF.4 SandwichRd

SELECT BOARD MEETING NOVEMBER 3, 2025

AGENDA ATTACHMENTS

FALMOUTH AFFORDABLE HOUSING FUND

APPLICATION: 4 SANDWICH ROAD, LLC (MICHAEL GALASSO)

4 SANDWICH ROAD

- ATTACHMENT #1:** FAHF Application
 - ATTACHMENT #2:** Evaluation Form (FAHF Working Group)
 - ATTACHMENT #3:** Town Manager Recommendation Memo to Community Preservation Committee dated May 8, 2025
 - ATTACHMENT #4:** Community Preservation Committee Recommendation Memo to Town Manager and Housing Coordinator dated June 15, 2025
 - ATTACHMENT #5:** Applicant's Presentation for the Select Board's November 3, 2025, meeting
-

ATTACHMENT #1

FAHF APPLICATION



FALMOUTH AFFORDABLE HOUSING FUND

Established by Ch. 29 of the Acts of 2011
Select Board, Trustees

59 Town Hall Square
Falmouth, Massachusetts 02540
(508) 495-7344

AFFORDABLE HOUSING FUND APPLICATION Calendar Year 2024

General Information

Project Name: Teaticket Landing

Project Location and Parcel ID#: 4 Sandwich Road, Falmouth MA

Type of Project: Affordable Housing Apartments

Applicant(s) name/ Organization: Michael Galasso / 4 Sandwich Road, LLC

Contact Person: Michael Galasso

Mailing Address: 107 Lakeview Ave Falmouth, MA 02540

Telephone Number: 619-316-5895

Email Address: mbgalasso@baronegalasso.com

Property Ownership

Legal Property Owner of Record: JJEC Development LLC

Is the owner the applicant? No

If not, does the applicant have site control or written consent of the property owner to submit an application? If yes, attach documentation. Without this documentation the project will be ineligible for funding for this applicant.

For projects that have an acquisition expense the applicant must provide an appraisal from an independent party that justifies the acquisition cost.

Development Team

Please submit as attachments the resumes of the development team and a list and description of affordable housing projects completed by the applicant as well as the most recent monitoring agent annual report for each project.

See attached

Project Information

Describe the proposed project including:

Project Style: 5 duplexes (ten 2 bedroom dwelling units)

Type of Units (condo ownership, fee simple ownership, rental, etc.): Rentals

Total Number of Units: 10

Number of Market Units: 0 Number of BRs: _____

Number of Affordable Units: 10 Number of BRs: 2 in each unit (total of 20 bedrooms)

Proposed Sale Prices/Rents: See One Stop Market: _____ Affordable: 10

Proposed Condo Fees: N/A Market: _____ Affordable: _____

Proposed % of AMI target beneficiaries: 1 @80%, 3@100%, 6@120%

Describe how this project addresses the unmet affordable housing needs of the community as identified in the Town of Falmouth *Housing Demand Study & Needs Analysis (2014)* and the Town of Falmouth Housing Production Plan (2018).

The project will create ten attractive two-bedroom townhouse rental apartments in an appropriate Business zoned setting.

Site Information

Please provide a description of the surrounding area and community profile including a description of the current site characteristics, zoning, environmental, and any regulatory requirements or constraints. Attach a map and photos of the project site and neighborhood along with any zoning/permitting relief required.

See aerial photographs of the site and neighborhood. The property is just off Route 28 and in the Business 2 Zoning District, where mixed commercial and residential development is allowed, with housing density of up to six units per acre, by Special Permit from the Zoning Board of Appeals. The Zoning Bylaw does not require that multifamily development in a Business District include affordable housing, but the effect of the project on affordable housing is a factor for the ZBA to consider. The applicant believes – and the Town’s housing studies support this – that apartments such as are proposed, in an appropriate location, will help to address the community’s housing needs irrespective of whether or not the apartments are regulated as affordable housing, but it is uncertain that the apartments can be economically constructed without a subsidy. An application for a ZBA special permit is pending; the hearing has been continued while the applicant investigates and pursues financing assistance that will enable the proposed apartments to be constructed and restricted as affordable housing. The site is sufficient in size for the proposed housing as well as for the existing Dunkin’ Donuts store, with proposed lot coverage well below what is allowed by Zoning. In the Business 2 District lot coverage by structures of 40% is allowed; the proposed lot coverage by structures is only 13.42%. Total lot coverage (structures, paving and parking) of 70% is allowed; the proposed total lot coverage is only 47.58%. The site is and will be very attractively landscaped. The landscaping plan for the project shows the planned installation of more than 90 new trees. The property is within the Great Pond Coastal Pond Overlay District; much of the district is to be sewerred, but not the subject property. The project includes installation of an alternative technology denitrification septic system to serve the housing and the existing Dunkin’ Donuts store. The Falmouth Board of Health has already issued its approval of the alternative, innovative system. The site is not in a flood zone nor in an area subject to Conservation Commission jurisdiction. There is a nearby Wildlife Corridor Overlay District, but it does not touch the site. The Planning Board has issued its Site Plan Review decision; the approved plans reflect improvements recommended by the Planning Board, including locating a fenced play yard for families and storage facilities for each apartment. The duplexes will be an appropriate buffer between business and single-family residence properties.

Building: see building plans prepared by Keenan & Kenny Architects

Zoning: Business 2. The project is allowable under the Falmouth Zoning Bylaw, Chapter 40A of the General Laws. A Comprehensive Permit under Chapter 40B is **not** required. For this project, the Zoning Bylaw requires Planning Board Site Plan Review, which has been completed, and a special permit from the Zoning Board of Appeals, which is approved .

Health : _ See alternative technology septic system variance granted by the Board of Health recorded in Barnstable County Registry of Deeds Book 36706 Page 69

Conservation: The site is not within an area of Conservation Commission jurisdiction

Infrastructure: The site is on a Town road and municipal water and other utilities serve the site.

Total Project Cost: \$5,430,000

Amount of FAHF Request: \$1,500,000.00

Please list all public funding sources and indicate funding application dates: Possible additional funding from various state funding programs..

Project Feasibility

Attach project budget information on the included Attachment A –OneStop 2000 Affordable Housing Finance Application Sections 3: Sources and Uses and Section 4: Budget Pro Form

Community Outreach

Provide a description of the applicant efforts to engage the community members through outreach, meetings, and other educational initiatives.

All meetings of the Planning Board, Board of Appeals and Board of Health concerning the project have been public, with appropriate notices to abutters and other interested persons. Residential abutters have expressed concerns about impacts, particularly regarding the removal of existing trees and shrubs and the effect on views; in response buffers to abutting properties have been increased and additional buffer trees have been added to the landscape plan.

Development Schedule

Describe the timeframe for the proposed project and how it will be implemented. Provide a timeline for all project milestones included as *Attachment B – Project Schedule*.

List of Attachments

Preliminary Plans
Proforma
Description Letter
Community Outreach

If you have any questions, please do not hesitate to contact Kimberly Fish at 508 495-7344 or at the email address below.

Project Applicant Name: Michael Galasso

Applicant Signature *Michael Galasso* _____ Date: April 17, 2025

Please submit one electronic copy to housing@falmouthma.gov and (6) hard copies to: Housing Coordinator, Town of Falmouth, 59 Town Hall Square, Falmouth, MA 02540

ATTACHMENT B PROJECT SCHEDULE

Provide a schedule for project implementation using the Milestones below. If Milestone B or C is not applicable to your project, mark the Milestone "NA." Note: Implementation Schedules must be realistic. Carefully consider projected Milestone dates. Unrealistic Implementation Schedules may have a negative impact on the project's application review. Project implementation delay may be considered in recommendation for grant award.

Milestones (Month/Year):

- A. Project Start (Month/Year): 2024
- B. Procurement Documents Submitted to FAHF (Month/Year): March 2025
- C. Project Construction/Professional Contract Submitted FAHF (Month/Year): May 2025
- D. Project/Construction Start (Month/Year): September 2025
- E. 50% Project Completion (Month/Year): February 2026
- F. 100% Project Completion (Month/Year): April 2026
- G. Close-Out Complete (Month/Year): April 2026

Comments:

Kimberly Fish
Housing Coordinator
59 Town Hall Square
Falmouth, MA 02536

RE: Housing Development Project
Teaticket Landing
4 Sandwich Road, Falmouth

Development Team

Developer:

***4 Sandwich Road, LLC
Michael Galasso- Managing Member
107 Lakeview Ave
Falmouth, MA 02540***

Principles

Michael Galasso, as the managing member of 4 Sandwich Road, LLC, has over 35 years of experience developing, owning and managing both newly constructed and renovation of over 800 units of affordable housing. His recent developments include Megansett Crossing in North Falmouth and the conversion of the former Royal Nursing Home on Main Street into 67 affordable apartments.

He is a Commissioner of the Falmouth Housing Authority and the former Chairperson of the Falmouth EDIC.

Attorney :

***Robert H. Ament
Ament Klauer LLP
39 Town Hall Square
Falmouth, MA 02540***

Robert Ament has practiced real estate in Falmouth, MA since 1973. His firm, now a partnership with Kevin P. Klauer II, specializes in the zoning, development, purchase and sale, title examination, mortgage financing, and closing for commercial and residential real estate transactions in Falmouth, Cape Cod, and the Islands, as well as the estate planning and other personal legal needs of their clients. He is a graduate of Wesleyan University (B.A. 1970) and the University of Pennsylvania Law School (J.D. 1973). He is admitted to practice in the Massachusetts state and federal courts and works with clients primarily in the zoning and permitting process for real estate in Falmouth. Attorney Ament has represented numerous clients in housing projects, both affordable and market rate developments, throughout Falmouth. He is a recipient of the Annual Commendation Award of the Town of Falmouth Human Services Committee for his representation and support of Falmouth non-profit organizations.

Architects:

***Keenan + Kenny Architects, LTD
189 Main Street
Falmouth, MA 02540***

Keenan + Kenny Architects, Ltd. was founded by John J. Keenan and Antonia A. Kenny in 1982 in Cataumet, Massachusetts on Cape Cod. In an effort to be closer to our primary client base, the offices were relocated to Main Street in Falmouth, Massachusetts, where K+K has been a fixture for over 20 years.

Keenan + Kenny Architects, Ltd. provides high quality, professional and personal services. They are committed to the combined goals of design excellence, environmental sensitivity, and construction efficiently – a combination which has given our firm a stellar reputation for projects of all sizes and complexities. This group has a history of working on affordable housing projects throughout Cape Cod including micro-apartment building and renovations.

Site Engineer:

BSS Design

Thomas Bunker

164 Katherine Lee Bates Road

Falmouth, MA 02540

BSS Design, Inc. has been providing Civil Engineering, Land Surveying and Permitting services throughout Cape Cod and Southeastern Massachusetts since 1987.

The goal of BSS Design, Inc is to provide their clients with quality Civil Engineering and Land Surveying services to help them achieve maximum enjoyment and best use of their unique property.

Their past and current clients include homeowners, Realtors, attorneys, architects, project developers, non-profit organizations and public agencies.

Construction Advisors (Potential builders):

The Valle Group

70 East Falmouth Highway

Suite 3

East Falmouth, MA 02536

JJEC Development has been working with The Valle Group to advise on this projects and is negotiating with them to obtain their services as lead builder on the project.

The Valle Group is a family-owned home building company founded in 1997, by Joseph and Joan Valle. In 2005 Christian, their son, joined the company. Together they have built the company into one of the leading builders in the region, combining award-winning construction with a talented team of carpenters, project managers and site supervisors.

This team has worked on multiple housing projects including Megansett Crossing in North Falmouth and the development at 464 Main Street, Falmouth, currently under construction, both affordable housing projects.

| Units | Monthly Rent | Yearly Rent | Restriction |
|-------------------|--------------------|---------------------|-------------|
| 1 | \$2,201.00 | \$26,412.00 | 80% |
| 2 | \$2,847.50 | \$34,170.00 | 100% |
| 3 | \$2,847.50 | \$34,170.00 | 100% |
| 4 | \$2,847.50 | \$34,170.00 | 100% |
| 5 | \$3,420.00 | \$41,040.00 | 120% |
| 6 | \$3,420.00 | \$41,040.00 | 120% |
| 7 | \$3,420.00 | \$41,040.00 | 120% |
| 8 | \$3,420.00 | \$41,040.00 | 120% |
| 9 | \$3,420.00 | \$41,040.00 | 120% |
| 10 | \$3,420.00 | \$41,040.00 | 120% |
| TOTAL RENT | \$31,263.50 | \$375,162.00 | |

Kimberly Fish
Housing Coordinator
59 Town Hall Square
Falmouth, MA 02536

RE: Housing Development Project
Teaticket Landing
4 Sandwich Road, Falmouth

Development Team

Developer:

***JJEC Development LLC
12 Riverside Drive
Pembroke, MA 02359***

Principles

Eric Eskander
John Cadete
Jason Cadete
Carlos Resendes

Although JJEC Development does not have any affordable housing on its resume, collectively this team has developed multiple commercial properties throughout the South Shore of Massachusetts. JJEC Development (or its affiliated entities) owns and operates 57 Dunkin locations & 4 Anytime Fitness locations. 8 of the Dunkin locations are on Cape Cod and two of the Cape Cod locations are in owner operated properties. The team at JJEC Development maintains the highest standards at their properties and intends to do the same with this development. During its peak season this group of developers and operators employes over 1000 people throughout the communities they operate.

Attorney:

***Robert H. Ament
Ament Klauer LLP
39 Town Hall Square
Falmouth, MA 02540***

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Falmouth Health Department

Falmouth Town Hall • 59 Town Hall Square • Falmouth, Massachusetts 02540
(508) 495-7485 • Fax (508) 548-4290
health@falmouthmass.us

TOWN OF FALMOUTH ALTERNATIVE TECHNOLOGY NOTICE

TITLE REFERENCE: BOOK/PAGE – 30200-238 CERTIFICATE OF TITLE – N/A

PROPERTY LOCATION: 4 SANDWICH ROAD, FALMOUTH MA

PROPERTY OWNER (S): JJEC DEVELOPMENT LLC

TOWN OF FALMOUTH ASSESSORS I.D.: MAP 34 SECTION 02 PARCEL 022G LOT 001A

On September 16, 2024, the Falmouth Board of Health voted to allow the installation of an alternative technology subsurface sewage disposal system to serve the entire commercial property at 4 Sandwich Road. The technology specified for this installation is a Klean-Tu NitROE 2KS WWTS. The decision was based on a subsurface sewage disposal system plan by BSS Design, dated September 9, 2024.

On this date, the Board voted to allow the alternative technology with the following conditions:

1. A notice of the existence of the alternative technology in use at the property is recorded in the chain of title for the subject property at the Barnstable County Registry of Deeds. When properly recorded, this document will serve as that notice. A copy of this recorded document must be provided to the Health Department.
2. The NitROE 2KS denitrifying septic system must meet a total nitrogen (TN) of 12mg/l or less.
3. An operation and maintenance contract for a minimum period of two years must be in place prior to the issuance of the compliance for the system. Thereafter, a maintenance contract must be in place for a period of no less than one year, regardless of contractor, without interruption, for the life of the system.
4. The system effluent must be sampled and analyzed according to the provisional use approvals for this technology (quarterly) for the first two years of system operation, minimum. The property owner must inform the system operation and maintenance contractor that the system must be registered with the Barnstable County Department of Health and the Environment alternative technology tracking system to be in full compliance with the terms of this approval.
5. The results of any water quality analyses performed on this system must be provided to the Health Department and the Barnstable County Department of Health and the Environment. On petition to the Board of Health, the testing schedule may be relaxed after two years of testing.

Scott McGann Health Agent

October 29, 2024

COMMONWEALTH OF MASSACHUSETTS

Barnstable,

October 29, 2024

On this 29th day of October, then personally appeared the above named Scott McGann, Health Agent of the Town of Falmouth who is personally known to me and who proved to me through satisfactory evidence of identification, which was a driver's license to be the person whose names is signed on the preceding document and who acknowledged the foregoing instrument to be her/his/their free act and deed before me.


Notary Public
My Commission August 29, 2025



March 18, 2025

Kimberly Fish
Housing Coordinator
59 Town Hall Square
Falmouth, MA 02536

RE: Bank Reference for JJEC Development, LLC - 4 Sandwich Road, Falmouth
MA Affordable Housing Project

To Whom It May Concern:

JJEC Development LLC and its affiliates have been a customer of Bank Rhode Island for nearly eight years. During that time, the company has maintained various deposit/operating accounts and credit facilities, all of which have been handled in a fully satisfactory manner.

The Bank currently provides total financing arrangements in the low-eight-figure range that support a multitude of projects throughout Massachusetts. We have enjoyed working with JJEC Development LLC et al and look forward to continuing this longstanding relationship. If I can be of further assistance to you, please call me at (401) 574-1119

Best Regards,

A handwritten signature in black ink, appearing to read "Thomas Fitzgerald", is written over a horizontal line.

Thomas Fitzgerald
Executive Vice President
Commercial Banking Division



Falmouth Planning Board

59 Town Hall Square, Falmouth, MA 02540

Telephone: 508-495-7440 Fax: 508-495-7443 Email: planning@falmouthma.gov

March 7, 2025

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

**Re: Site Plan Review Decision – JJEC Development LLC
4 Sandwich Rd – 34 02 022G 001A**

Dear Gary,

At its meeting on February 25, 2025, the Planning Board voted to approve the application of JJEC Development LLC, for the construction of ten (10) two-bedroom apartments in five (5) duplex buildings located at 4 Sandwich Road, under Section 240-12.2 Site Plan Review of the Zoning Bylaw for plans entitled:

Site Plan Set

“Teaticket Landing at 4 Sandwich Road, Teaticket, Falmouth, Massachusetts prepared for JJEC Development LLC” (11 sheets), prepared by BSS Design Land Surveying and Falmouth Engineering, scales as noted, dated September 9, 2024 with the most recent revision date of March 5, 2025

Building Elevations and Floor Plans

“Teaticket Landing, 4 Sandwich Road, Falmouth, Massachusetts” (5 sheets), prepared by Keenan + Kenny Architects, LTD., scale of 1/4”=1’0”, dated December 30, 2024

FINDINGS:

The 2 acre lot is located in the Business 2 (B2) zoning district and the Coastal Pond (Great Pond) Overlay District. A 2,700 +/- square foot Dunking Donuts restaurant with a drive-thru window and 30 parking spaces are currently located on the lot,

The existing Dunkin Donuts was permitted in 2016 pursuant to a Site Plan review decision issued on September 27, 2016 by the Planning Board and a ZBA Special Permit issued on November 18, 2016.

The applicant is proposing to construct ten (10) two-bedroom apartments in five (5) duplex buildings located on the undeveloped portion of the 2 acre lot.

Each duplex building is proposed to be 2,441 square feet and contain two (2) two-bedroom apartment units, proposed at 1,174 square feet and 1,267 square feet respectively,

The Board finds that the information provided by the Applicant conforms to all the requirements of Sections 240-12.2 of the Zoning Bylaw.

CONDITIONS:

1. The plan shall be constructed as approved. Any changes shall be reviewed by the Planning Board to determine if a modification of this decision is necessary. Pursuant to §240-2.1C(2) of the Zoning Bylaw, no permit for occupancy of the new construction shall be issued until the Planning Board is satisfied that the conditions of this approval have been met.
2. The Applicant shall obtain a Street Opening Permit from the Department of Public Works Engineering Division for this project and post any required bond before the start of construction. The applicant shall complete the work approved by the Engineering Division in any approved permit.
3. The project shall not direct any stormwater runoff to public property, abutters, or public right of way.
4. Construction of this project shall follow the Town's "Soil Erosion & Sediment Control Standard Conditions" document which can be found on the Engineering Division's page of the Town's website.
5. Any connections or alterations to public utilities shall require permission from the appropriate Town Department.
6. The Applicant shall see the Engineering Division for address assignment for the new buildings prior to applying for a Building Permit. Upon completion of construction, the Applicant shall post the address for this building per Section 99-1 of the Town Code.
7. The project shall meet all applicable standards set forth in the Building Code as determined by the Building Commissioner.
8. Pursuant to Section 240-12.2 of the Zoning Bylaw, this Site Plan Review decision shall lapse three years from the date it is granted if substantial use thereof has not sooner commenced except for good cause. The determination of good cause shall be made by the Planning Board.

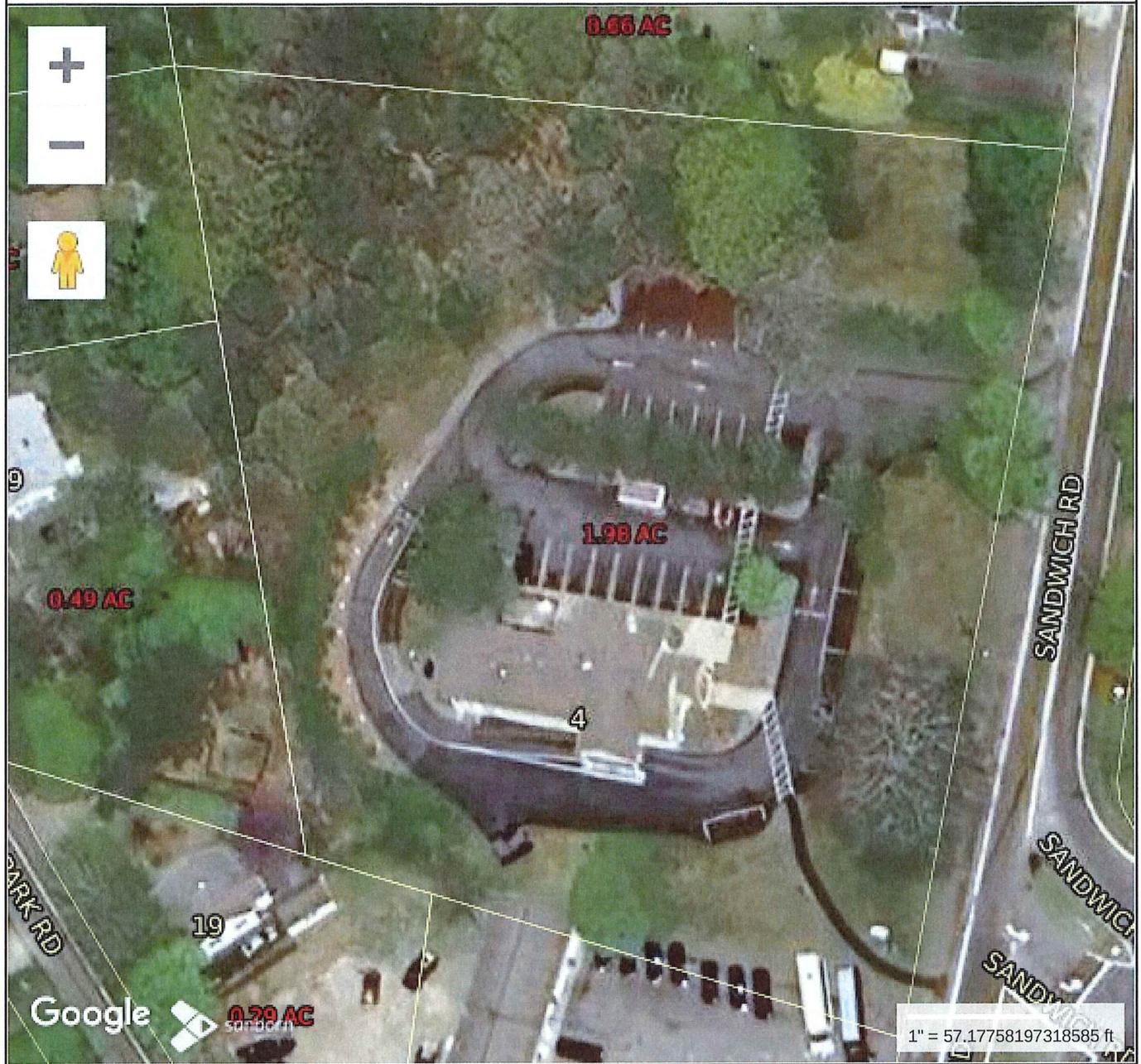
Sincerely,



Jed Cornock, AICP
Town Planner

cc: Applicant

Google aerial



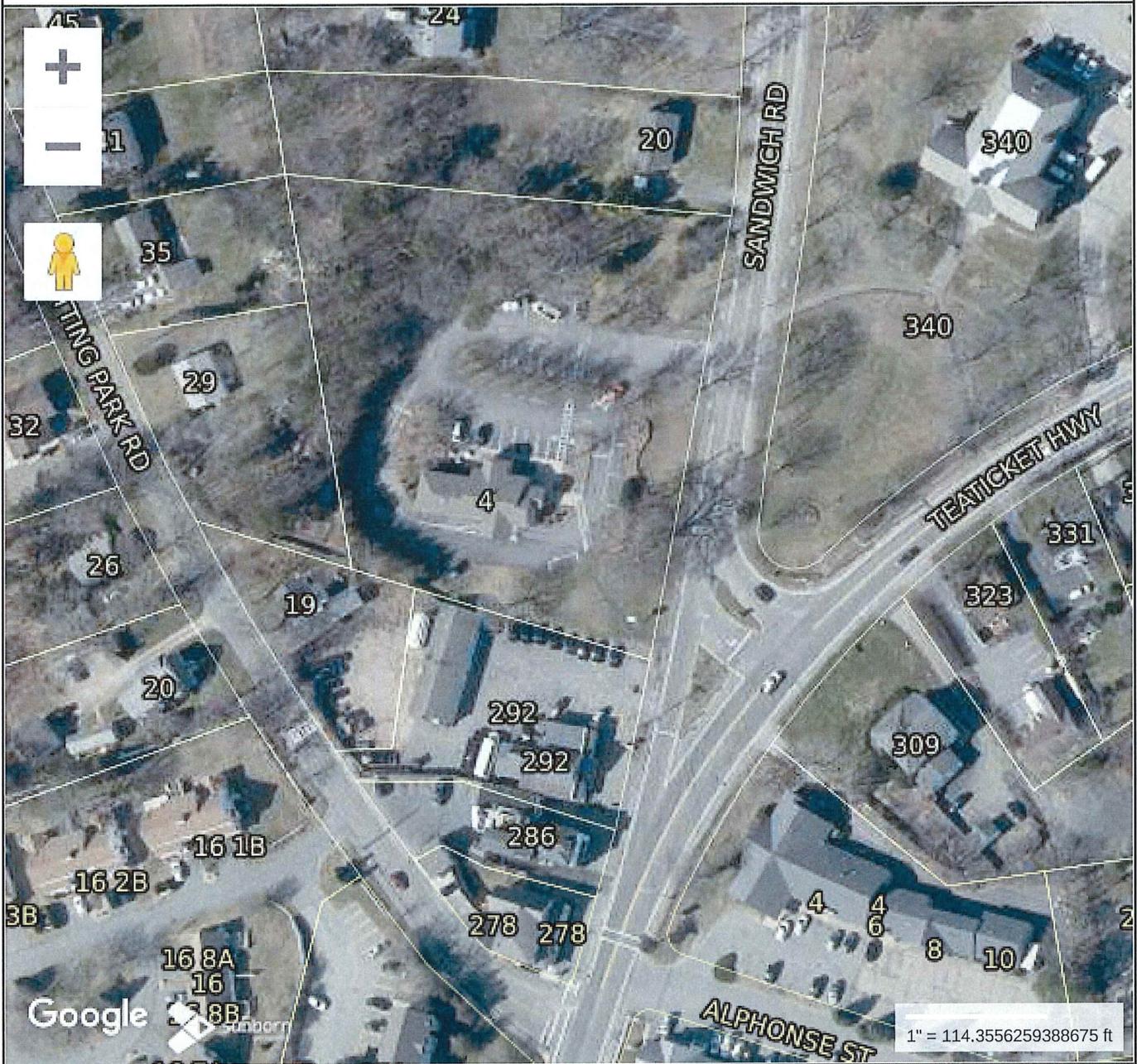
**MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT**

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 12/06/2024

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

aerial larger area



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Geometry updated 09/04/2024
Data updated 12/06/2024

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”) is entered into as of July 15, 2025 (the “Effective Date”), among (i) JJEC Development, LLC, a Massachusetts limited liability company, of 12 Riverside Drive, Pembroke, MA 02359 (“Seller”), and (ii) Barone Galasso and Associates, Inc., a Delaware corporation having an address of 44 Scranton Avenue, Falmouth, MA 02540 (“Purchaser”), or, a business entity of which the Purchaser or its principals is the majority interest holder (the “Purchaser Entity”). Seller and Purchaser are sometimes individually referred to as a “Party” and collectively as the “Parties” as the context may dictate, permit or require.

RECITALS

WHEREAS, Seller has been permitting and developing the potential construction of ten (10) affordable rental housing units on a portion of 4 Sandwich Road, Falmouth, MA (the “Master Parcel”) known as “Teaticket Landing” (the “Project”);

WHEREAS, Seller desires to convey the Purchased Assets (as such term is defined below) to Purchaser to enable Purchaser to continue with the potential development of the Project, upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I SALE AND PURCHASE OF ASSETS

1.01 Assets. On the terms and subject to the conditions of this Agreement, Seller shall sell, convey, assign, transfer and deliver or cause to be sold, conveyed, assigned, transferred and delivered to Purchaser, and Purchaser shall purchase from Seller (such sale and purchase, the “Asset Purchase”), all of Seller’s right, title and interest in and to the following assets of Seller used in connection with the Project (collectively, the “Purchased Assets”):

(a) All permits, licenses, approvals, orders, consents, registrations, certificates, variances, qualifications, authorizations and similar rights and all pending applications therefor or renewals thereof, including, without limitation, approvals that Purchaser has previously obtained from the Falmouth Board of Health, Planning Board and Zoning Board of Appeals (collectively, the “Permits”); and

(b) All plans, reports, studies, site plans design and progress sets, budget pro formas, affidavits, project schedules, drainage reports and calculations (collectively, the “Plans”), specifically excluding, however, any architectural renderings or work product provided to the Seller by Keenan + Kenny Architects, Ltd. (“Keenan”) which shall not be included in the Purchased Assets or this transaction.

On the Closing Date (as defined in Section 8.01 below), Seller shall deliver the Purchased Assets to Purchaser free and clear of any and all pledges, mortgages, security interests, liens, charges, burdens, obligations, claims or other encumbrances whatsoever (whether absolute, accrued, contingent or otherwise), including, without limitation, chattel mortgages, conditional sales contracts, collateral security arrangements and other title or interest retention agreements.

ARTICLE II PURCHASE PRICE

2.01 Purchase Price. The purchase price for the Purchased Assets (the “Purchase Price”) shall be One Hundred and Sixty-Six Thousand and 00/100 Dollars (\$166,000), as such amount shall be adjusted and updated prior to the Closing Date as provided herein, including, without limitation, reimbursement for all amounts paid by Seller to Keenan prior to the date hereof (which reimbursement, for the sake of clarity, shall not entitle Purchaser to the use of any Keenan work product previously provided to Seller) .

2.02 Payment of Purchase Price. The Purchase Price shall be paid as follows:

(a) At the time of the execution hereof, the Purchaser shall deposit with the law firm of Ament Klauer LLP (the “Escrow Agent”) a deposit of \$1,000.00 and upon the approval of any potential modifications (if any) to the existing Permits or the Purchaser’s election not to pursue any such modifications, the Purchaser shall deposit with the Escrow Agent a deposit of \$19,000.00 (all amounts referenced in this sentence shall be referred to collectively herein as the “deposit”). Said deposit shall be held in a non-interest bearing IOLTA account, subject to the terms herein. In the event of any disagreement between the parties concerning to whom escrowed funds should be paid, the Escrow Agent shall retain said deposit pending written instructions mutually given by the Purchaser and Seller or by final decree of a Court of competent jurisdiction.

(b) On the Closing Date, the Escrow Agent shall release the deposit to the Seller and the Purchaser shall pay Seller fifty percent (50%) of the balance of the Purchase Price (taking the deposit into account as a portion of such fifty percent (50%)), as such amount is adjusted and updated as provided herein, in immediately available funds by certified or bank cashier's check or attorney’s IOLTA checks or by wire transfer at the time of Closing. Also on the Closing Date, Purchaser shall pay Seller the other fifty percent (50%) of the Purchase Price, as such amount is adjusted and updated as provided herein, in the form of a promissory note, ground leasehold mortgage and other customary security instruments for a loan secured by the Project from Purchaser, as borrower, to Seller, as lender, on such terms as Purchase and Seller shall agree prior to the Closing Date, including, without limitation, an interest rate of five percent (5%) per annum (the “Seller Financing”). Purchaser and Seller agree that the Seller Financing shall be due and payable in full no later than the earlier of (i) twelve (12) months from the Closing Date (as defined below) and (ii) commencement of Project construction by Purchaser.

2.03 Allocation of Purchase Price. Within 30 calendar days of the date hereof, the parties hereto shall in good faith allocate the Purchase Price for purposes of reporting the details of this transaction. Once the allocation has been agreed to by the parties, the Seller and Purchaser shall

make consistent use of the allocation for all tax purposes and in any and all filings, declarations and reports with the Internal Revenue Service in respect thereof, including the reports required to be filed under Section 1060 of the Internal Revenue Code of 1986, as amended (the “Code”), if applicable, it being understood that Seller and Purchaser agree to coordinate the preparation and filing of their respective asset acquisition statements on Form 8594, Asset Acquisition Statement under Section 1060 (“Form 8594”), and, if required by Section 1060 of the Code or the Treasury Regulations promulgated thereunder, their respective supplemental asset acquisition statements on Form 8594, so that the information reflected on such forms shall be consistent. In any proceeding relating to the determination of any tax, neither Purchaser nor Seller shall contend or represent that such allocation as is agreed to by the parties is not a correct allocation.

ARTICLE III ASSIGNMENT OF CONTRACTUAL RIGHTS, ASSUMPTION OF OBLIGATIONS, AGREEMENTS AND LIABILITIES

3.01 Assignment and Assumption of Obligations. On the Closing Date, Seller shall assign, and Purchaser shall assume, the contracts and obligations set forth on Schedule 4.07 (collectively, the “Assumed Obligations”).

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as of the Effective Date:

4.01 Organization, Standing and Power. Seller is duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts, with all requisite power and authority to own its properties and to conduct its business as currently conducted.

4.02 Authority; Execution and Delivery; Enforceability. Seller has the requisite power and authority to execute this Agreement and all other documents and instruments the execution of which by it is contemplated herein and to consummate the Asset Purchase and the other transactions contemplated hereby and thereby.

4.03 No Breaches; Consents. The execution and delivery by Seller of this Agreement do not, and the consummation of the Asset Purchase and the other transactions contemplated hereby and thereby, and compliance by Seller with the terms hereof and thereof will not, result in any breach of, or default under, (i) the organizational documents of Seller, (ii) any contract to which Seller is a party or by which any of its properties or assets are bound or (iii) any order applicable to Seller or its properties or assets or any applicable law.

4.04 Title to Purchased Assets; Absence of Liens and Encumbrances, Etc.: On the Closing Date, Seller will have and will convey and transfer to Purchaser good, valid, clear and marketable title to the Purchased Assets (subject to no liens, objections, mortgages, security interests or encumbrances) and will have full corporate power and authority to sell, convey and transfer the Purchased Assets and assign the Assumed Obligations to Purchaser.

4.05 Intentionally Deleted.

4.06 Liens and Encumbrances, Etc. Schedule 4.06 sets forth an accurate and complete list of all liens, objections, mortgages, security interests and encumbrances relating to the Purchased Assets existing as of the Effective Date.

4.07 Contracts: Schedule 4.07 sets forth an accurate and complete list of all contracts, agreements and other instruments, to which Seller is a party or by which Seller is bound as of the Effective Date and which relate to the Purchased Assets, which list describes any known breaches thereof. Seller has delivered to Purchaser a true, complete and correct copy of each such contract, agreement and instrument which is in writing, as amended to date.

4.08 Litigation. As of the Effective Date, (a) Seller is not subject to any outstanding injunction, judgment, order, decree, ruling, or charge related to the Project and (ii) Seller has no knowledge of being a party to any pending or threatened action, suit, proceeding, hearing, or investigation of, in, or before any court or quasi-judicial or administrative agency of any federal, state, local, or foreign jurisdiction related to the Project.

4.09 Brokers. No agent, broker, investment banker or other firm or person is or will be entitled to receive from Seller any broker's or finder's fee or any other commission or similar fee in connection with any of the transactions contemplated by this Agreement based on arrangements made by Seller.

4.10 Hazardous Materials. The Seller has never disposed of any hazardous waste or material (excluding ordinary commercial waste in customary amounts for the business conducted at the Master Parcel) on or about the Master Parcel during the period of Seller's ownership, and that the Seller is not aware of the disposal of such waste on or about the Master Parcel by anyone else during said period of ownership, other than tenants disposing of ordinary commercial waste in customary amounts for the business conducted at the Master Parcel.

4.11 Survival. The representations of Seller made hereunder shall not be affected by any information furnished to, or investigations made by, Purchaser or any of its employees, attorneys, accountants or other representatives in connection with the transactions contemplated hereunder and shall not survive the Closing Date (other than the representation set forth in Section 4.09 which shall survive the Closing Date).

**ARTICLE V
REPRESENTATIONS AND WARRANTIES OF PURCHASER**

Purchaser hereby represents and warrants to Seller as of the Effective Date:

5.01 Organization, Standing and Power. As of the Closing Date, the Purchaser Entity will be duly organized, validly existing and, if applicable, in good standing under the laws of the jurisdiction in which it is organized, with all requisite power and authority to own its properties and to conduct its business as currently conducted.

5.02 Authority; Execution and Delivery; Enforceability. Purchaser has the requisite power and authority to execute this Agreement and the Purchaser Entity will have the requisite power and authority to consummate the Asset Purchase and the other transactions contemplated hereby and thereby. The execution and delivery by Purchaser of this Agreement and the consummation by the Purchaser Entity of the Asset Purchase and the other transactions contemplated hereby and thereby will have been duly authorized by all necessary corporate resolutions as of the Closing Date. Purchaser has duly executed and delivered this Agreement and, assuming the due authorization, execution and delivery by each other party hereto, this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and general principles of equity (whether considered in a proceeding at law or in equity).

5.03 No Breaches; Consents. The execution and delivery by Purchaser of this Agreement do not, and, subject to the receipt of any necessary governmental and regulatory approvals necessary for Purchaser to own the Purchased Assets (collectively, the "Approvals"), the consummation of the Asset Purchase and the other transactions contemplated hereby and thereby, and compliance by Purchaser with the terms hereof and thereof, will not result in any breach of or default under any material contract to which Purchaser is a party. Subject to the receipt of the Approvals and except as would not reasonably be expected to have a material adverse effect on the ability of Purchaser to consummate the Asset Purchase, no consent of or registration, declaration or filing with any governmental entity is required to be obtained or made by Purchaser to permit the consummation of the Asset Purchase.

5.04 Brokers. No agent, broker, investment banker or other firm or person is or will be entitled to receive from Purchaser any broker's or finder's fee or any other commission or similar fee in connection with any of the transactions contemplated by this Agreement based on arrangements made by Purchaser.

5.05 Survival. The representations of Purchaser made hereunder shall not be affected by any information furnished to, or investigations made by, Purchaser or any of its employees, attorneys, accountants or other representatives in connection with the transactions contemplated hereunder and shall not survive the Closing Date (other than the representation set forth in Section 5.04 which shall survive the Closing Date).

ARTICLE VI COVENANTS

6.01 Interim Operations of Seller. Except as contemplated by this Agreement or as Purchaser may otherwise consent to in writing, during the period from the Effective Date to the Closing, Seller:

(a) Shall not sell, transfer, mortgage, encumber, pledge or otherwise dispose of any of the Purchased Assets;

(b) Shall notify Purchaser promptly of any fact which, if known on the Effective Date, would have been required to be set forth or disclosed herein or pursuant to this Agreement; and

(c) Shall not enter into any transaction or take any action which would result in any of the representations and warranties contained in this Agreement, or any document delivered to Purchaser pursuant hereto not being true and correct, at and as of the time immediately after such transaction has been entered into or such action has been taken, and at and as of the Closing Date.

6.02 Further Assurances. Each Party covenants and agrees to cooperate with the other and take any and all reasonable steps to consummate the transactions contemplated by this Agreement, including but not limited to, executing documents and certificates, filing documents and advising third parties of the closing of the transactions contemplated by this Agreement.

ARTICLE VII CONDITIONS PRECEDENT

7.01 Conditions to Obligation of all Parties. The obligations of the Parties to effect the transactions contemplated by this Agreement are subject to the satisfaction of the following conditions on or prior to the Closing Date, except to the extent waived in writing by both Parties:

(a) The Parties shall use reasonable, good faith efforts to agree on the remaining terms of the Seller Financing in addition to the agreed-upon terms already set forth in Section 2.02(b) of this Agreement.

(b) there being no action, suit, or proceeding before any court or governmental authority pending and no investigation by any governmental authority having been commenced against Purchaser or Seller seeking to restrain, prevent or change the transactions contemplated hereby or questioning the legality or validity of any such transactions or seeking damages in connection with any such transactions.

(c) the Parties reasonably agreeing to a form of Ground Lease (the "Ground Lease") to be executed and delivered by both Parties on the Closing Date which Ground Lease shall cover a portion of the Master Parcel as described more specifically in the Ground Lease and which shall contain the following terms and conditions:

- (i) an initial term of thirty (30) years with one renewal term of thirty (30) additional years;
- (ii) base rent (subject to adjustment below) starting at \$30,000.00;
- (iii) the aforementioned base rent shall be increased above the amount stated above (on a cumulative basis) beginning at the start of the fourth (4th) Ground Lease year (and each year thereafter) by a percentage equal to the increase in the median household income for Barnstable County as issued by the U.S. Census Bureau, with such annual increase capped at four (4%)

- percent and no decrease in the event such median income percentage is a negative number;
- (iv) rent shall commence on the earlier of (A) July 1, 2027 or (B) when fifty (50%) or more of the Project is occupied by tenants;
 - (v) a right of first refusal on arms-length terms granted by Purchaser to Seller for the purchase of the Project;
 - (vi) a right of first refusal on arms-length terms granted by Seller to Purchaser for the purchase of the Master Parcel;
 - (vii) Seller shall continue to maintain, repair and replace the elements of the common areas of the Master Parcel, including, without limitation, parking lots, driveways, walkways, sidewalks, landscaping, dumpster enclosures and pads, lighting, drainage and snow removal and Seller shall charge Purchaser as additional rent for the Project's applicable share of such maintenance, repair and replacement costs and services;
 - (viii) Purchaser's applicable share of all common area expenses shall be thirty (30%) percent, which represents the approximate portion of the Master Parcel to be occupied and used by the Project, which share with respect solely to real estate taxes shall begin to accrue and be payable by Purchaser upon commencement of Project construction and the balance of common area expenses (including real estate taxes) shall begin to accrue and be payable by Purchaser upon commencement of base rent payments by Purchaser pursuant to the terms of the Ground Lease;
 - (ix) Purchaser shall be obligated to maintain, repair and replace the buildings and immediately surrounding grounds;
 - (x) Purchaser shall be responsible, at its sole cost and expense, for the installation of the approved denitrification Title 5 septic system in compliance with all applicable laws, permits and approvals and to allow Seller, at no cost to Seller, to tie its existing building on the Master Parcel into such system;
 - (xi) the aforementioned installation shall not disturb Seller's existing operations and business on the Master Parcel (including, without limitation, during the months of June, July, August and September) and Purchaser shall be responsible for restoring the Master Parcel to its prior condition after completion of installation, including, without limitation, repaving any disturbed asphalt or concrete improvements;
 - (xii) Purchaser shall provide Seller with reasonable advance notice of any work on the Project, including the septic system installation, and such work shall be completed within a defined period of time;
 - (xiii) Once installed, Seller shall be responsible for the ongoing maintenance, repair and replacement of the installed denitrification Title 5 septic system and shall charge Purchaser as additional rent for the Project's applicable share of such maintenance, repair and replacement (which applicable share shall not be 38% but shall be a percentage based on the relative use of the septic system by the Project and the other tenants and businesses resident on the Master Parcel);

- (xiv) any operating expenses of the Master Parcel and the Project that are not able to be separately assessed after the reasonable efforts of Purchaser and Seller (e.g., real estate taxes, utilities) shall be paid by Seller and Seller shall charge Purchaser as additional rent for the Project's applicable share of such operating expenses;
- (xv) Purchaser's construction and operation of the Project shall not interfere with Seller's operation of its business on the Master Parcel and, prior to the commencement of construction, Purchaser shall provide Seller with a proposed "Traffic Management Plan" for Seller's review and approval (in Seller's sole discretion within thirty (30) days of Seller's receipt of such Plan) and Purchaser shall agree not to deviate from such Plan without Seller's consent (in its sole discretion);
- (xvi) Seller shall have the right to promulgate, revise and amend rules and regulations for all tenants, occupants, guests or invitees on the Master Parcel and Project (subject to Purchaser's reasonable prior approval to the extent a proposed rule or regulations applies to the Project);
- (xvii) Purchaser shall not be able to assign its interest in the Ground Lease or the Project, whether directly or through a change in the control or economic ownership of Purchaser or Purchaser Entity (or sublease all or a portion of the Project) without the prior, written consent of Seller, which may be given or withheld in Seller's sole discretion, except for the collateral assignment of the Ground Lease to an institutional or governmental lender or lenders for construction or permanent Project financing; and
- (xviii) Purchaser and Seller shall agree to execute and deliver a perpetual Affordability Restriction in recordable form to be recorded against the Master Parcel.

7.02 Conditions to Purchaser's Obligations. The obligation of Purchaser to effect the transactions contemplated by this Agreement are subject to the satisfaction of the following conditions on or prior to the Closing Date, except to the extent waived in writing by Purchaser:

(a) Agreements and Covenants. Seller shall have performed or complied in all material respects with all terms, conditions, agreements and covenants of this Agreement to be performed or complied with by it on or prior to the Closing Date, and Purchaser shall have received a certificate of the president of Seller to such effect dated as of the Closing Date.

(b) Representations and Warranties. The representations and warranties of Seller contained herein shall be true in all material respects on and as of the Closing Date with the same effect as though such representations and warranties had been made on and as of such date, and Purchaser shall have received a certificate of the Seller to such effect dated as of the Closing Date.

(c) Select Board Consent. Purchaser shall have obtained the approval of the Falmouth Select Board with respect to an award from the Falmouth Affordable Housing Fund in an amount not less than \$1,500,000.00 for the construction and operation of the Project.

7.03 Conditions to the Obligations of Seller. The obligations of Seller to effect the transactions contemplated by this Agreement are subject to the satisfaction of the following conditions at or prior to the Closing, except to the extent waived in writing by Seller:

(a) Agreements and Covenants. Purchaser shall have performed or complied in all material respects with all agreements and covenants required by this Agreement to be performed or complied with by it on or prior to the Closing Date.

(b) Representations and Warranties. The representations and warranties of Purchaser contained herein shall be true in all material respects on and as of the Closing Date with the same effect as though such representations and warranties had been made on and as of such date, and Seller shall have received a certificate of the manager of Purchaser to such effect dated as of the Closing Date.

(c) Third-Party Consents. Seller shall have obtained any and all required consents from third parties, including, without limitation, Seller's engineers, surveyors, and any mortgage lenders holding an interest in the Master Parcel as of the Closing Date.

(d) Falmouth Affordable Housing Fund Award. Purchaser shall have applied for and obtained an award from the Falmouth Affordable Housing Fund in an amount not less than \$1,500,000.00 for the construction and operation of the Project.

ARTICLE VIII CLOSING

8.01 Closing; Closing Date. The closing of the Asset Purchase (the "Closing") shall take place at the office of Seller's counsel at Ament Klauer LLP, 39 Town Hall Square, Falmouth, MA 02540, on February 6, 2026 (the "Closing Date").

8.02 Transactions to Be Effected at the Closing.

(a) Deliveries by Seller. At the Closing, Seller shall deliver to Purchaser: (i) the executed Assignment and Assumption Agreement conveying the Purchased Assets to Purchaser (the "Assignment") and all such other assignments, endorsements and instruments of transfer as shall be necessary or appropriate to carry out the intent of this Agreement and as shall be sufficient to vest in Purchaser all right, title and interest of Seller in the Purchased Assets; (ii) the Ground Lease; (iii) a Notice of Ground Lease executed in recordable form; (iv) physical custody of the Purchased Assets, whether in physical or electronic format (or both); and (v) such other documents as are reasonably necessary to consummate the transactions contemplated hereby, including, without limitation, copies of e-mail consents from the third parties contemplated by Section 7.03(c).

(b) Deliveries by Purchaser. At the Closing, Purchaser shall deliver to Seller: (i) the balance of the Purchase Price by wire transfer or attorney's IOLTA check drawn on a Massachusetts bank, at the election of the Seller; (ii) the executed Assignment and all such other assignments, endorsements and instruments of transfer as shall be necessary or appropriate to carry

out the intent of this Agreement and as shall be sufficient to vest in Purchaser all right, title and interest of Seller in the Purchased Assets; (iii) the Ground Lease; (iv) a Notice of Ground Lease executed in recordable form; and (v) such other documents as are reasonably necessary to consummate the transactions contemplated hereby.

(c) All actions and proceedings to be taken (or caused to be taken) and all documents to be executed and delivered (or caused to be executed and delivered) by the Parties at the Closing shall be deemed to have been taken, executed and delivered simultaneously and no actions or proceedings shall be deemed taken nor any documents deemed executed or delivered until all have been taken, executed and delivered.

8.03 Purchase Price Adjustment. The Purchase Price payable above shall be adjusted prior to Closing to be dated as of the Closing Date to reflect Seller's actual costs and expenses with respect to the Purchased Assets, including, without limitation, all third party fees and expenses paid by Seller in developing, revising and obtaining the Purchased Assets, which adjusted Purchase Price shall be paid at the Closing.

ARTICLE IX INDEMNITY; REMEDIES OF PURCHASER

9.01 Seller. Seller shall indemnify and defend Purchaser and hold Purchaser harmless from any and all liability, obligation, cost, damage, loss or expense of any nature (including court costs and reasonable attorneys' fees) incurred or arising out of (a) the breach by Seller of any representation or warranty contained in this Agreement, or failure by Seller to perform any obligation on or after the Closing Date as required by this Agreement or (b) any claim arising from or relating to an obligation, agreement, or liability of Seller not included in the Assumed Obligations. Seller shall have no obligations or liability with respect to the Purchased Assets after the Closing Date and Purchaser is acquiring the Purchased Assets on an "as-is" basis as of the date of the Closing Date.

9.02 Purchaser. Purchaser shall indemnify and defend Seller and hold Seller harmless from any and all liability, obligation, cost, damage, loss or expense of any nature (including court costs and reasonable attorneys' fees) incurred or arising out of (a) the breach by Purchaser of any representation or warranty by Purchaser contained in this Agreement, or failure by Purchaser to perform any obligation on or after the Closing Date as required by this Agreement, or (b) any Assumed Obligation or any document or instrument delivered in connection therewith or otherwise incurred or arising out of the ownership or use of the Purchased Assets.

9.03 Requests for Indemnity. As a condition of any indemnification required by Sections 9.01 or 9.02, any party on which a claim or demand is made as to which it claims indemnification herein (such party, the "indemnitee") shall give prompt written notice of each such claim or demand to the other party (such other party, the "indemnitor") and furnish the indemnitor with copies of all documents evidencing the same and, in the case of a claim or demand made by a third party, permit the indemnitor to take charge of the defense thereof subject to reasonable approval of counsel by the indemnitee and afford the indemnitor all cooperation reasonably requested by it in defending the claim, and further provided that the indemnitee shall have the right to employ counsel in any action arising out of such claim or demand and participate in the defense thereof, but the fees and

expenses of such counsel shall not be at the expense of the indemnitor unless the indemnitor: (a) does not assume such defense; or (b) specifically authorized the employment of such counsel.

ARTICLE X TERMINATION

10.01 Termination. This Agreement may be terminated prior to the Closing by written notice to the non-terminating party:

- (a) by mutual written consent of Purchaser and Seller;
- (b) by either Party, if any action, suit or proceeding before any court or governmental authority is pending, or any investigation by any governmental authority has been commenced, against Purchaser, Seller, or any of the principals, officers or directors of any of them, seeking to restrain, prevent or change the transaction contemplated hereby or questioning the legality or validity of any such transaction or seeking damages in connection with any such transaction;
- (c) by Seller, if Purchaser has breached any material covenant or agreement set forth in this Agreement such that any condition to the obligations of Seller set forth in Section 7.03 would not be satisfied (a "Terminating Purchaser Breach") and such Terminating Purchaser Breach is not capable of being cured prior to the Closing;
- (d) by Purchaser, if Seller shall have breached any covenant or agreement set forth in this Agreement such that any condition to the obligations of Purchaser set forth in Section 7.02 would not be satisfied (a "Terminating Seller Breach") and such Terminating Seller Breach is not capable of being cured prior to the Closing; and
- (e) by either Purchaser or Seller, if there shall be an order which is final and nonappealable preventing the consummation of the transactions contemplated hereby, unless the party relying on such order has not complied with its obligations under this Agreement.

10.02 Effect of Termination. If the Purchaser shall fail to fulfill the Purchaser's obligations herein, all of the deposit money paid hereunder by the Purchaser shall be retained by the Seller as liquidated damages. This shall be Seller's sole and exclusive remedy at law or in equity for Purchaser's breach hereof. If Seller shall fail to fulfill the Seller's obligations herein, Purchaser shall have the right to terminate this Agreement and receive a full return of the deposit money paid hereunder by Purchaser and this shall be Purchaser's sole and exclusive remedy at law or in equity for Seller's breach hereof.

ARTICLE XI MISCELLANEOUS

11.01 Assignment. Neither party may assign its rights hereunder without the express written consent of the other party, which may be withheld in the sole discretion of the party from which consent is requested.

11.02 Notices. All notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been delivered upon receipt. Such notices shall be deemed sufficient if delivered personally or by confirmed facsimile, sent by recognized national overnight delivery service or mailed by United States registered or certified mail, return receipt requested, postage prepaid, addressed to the receiving party at to the parties at the following addresses:

SELLER: JJEC Development, LLC
12 Riverside Drive
Pembroke, MA 02359

With a copy to: Matthew M. Terry, Esq.
Ament Klauer LLP
39 Town Hall Square
Falmouth, MA 02540
Telephone: 508-540-6555
Facsimile: 508-495-1293
Email: matt@amentklauer.com

PURCHASER: Galasso and Associates, Inc.
44 Scranton Avenue
Falmouth, MA 02540

11.03 Entire Agreement; No Modifications. This Agreement, the documents referred to herein, and the schedules attached hereto, which by this reference are hereby incorporated herein, contain the entire agreement between the Parties relating to the subject matter hereof, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are hereby superseded. No amendment, modification, waiver, discharge or change of this Agreement shall be valid unless the same is in writing and signed by all of the Parties.

11.04 Governing Law; Exclusive Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts (exclusive of conflicts of laws principles).

11.05 Successors and Assigns. Subject to the restrictions on assignment and transfer set forth herein, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective executors, administrators, heirs, representatives, successors and permitted assigns.

11.06 Attorneys' Fees. In the event of any dispute between the parties hereto in connection with this Agreement or any proceeding to enforce any of its provisions, each party shall be responsible for its own attorney's fees.

11.07 Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. References to Sections refer to sections of this Agreement unless otherwise stated.

11.08 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated and the parties hereto shall negotiate in good faith to modify this Agreement to preserve each party's anticipated benefits under this Agreement.

11.09 No Consequential Damages. Notwithstanding anything to the contrary elsewhere in this Agreement, no party (or its affiliates) shall, in any event, be liable to any other party (or its affiliates) for any consequential damages, including, but not limited to, loss of revenue or income, cost of capital, or loss of business reputation or opportunity relating to the breach or alleged breach of this Agreement.

11.10 Failure or Indulgence Not Waiver; Remedies Cumulative. No failure or delay on the part of any party hereto in the exercise of any right hereunder will impair such right or be construed to be a waiver of, or acquiescence in, any breach of any representation, warranty or agreement herein, nor will any single or partial exercise of any such right preclude other or further exercise thereof or of any other right. All rights and remedies existing under this Agreement are cumulative to, and not alternative to or exclusive to, and not exclusive of, any rights or remedies otherwise available.

11.11 Counterparts. This Agreement may be executed in one or more counterparts and each such counterpart shall be deemed an original, but all of which taken together shall constitute one and the same agreement. Signatures may be delivered electronically with the same effect as delivery of original signatures.

11.12 Survival. The representations and warranties contained in Articles 4 and 5 shall survive until the expiration of the respective applicable statutes of limitation (or longer if specifically provided otherwise therein). The indemnification obligations under Article 9 shall survive for a period of ten years. The covenants and agreements contained herein shall expire as of the Closing Date, except that such covenants and agreements that by their terms contemplate performance after the Closing shall survive until performed in full.

11.13 Due Diligence. Within thirty (30) days of the Effective Date (the "Due Diligence Period"), Purchaser shall have the right of access to the Purchased Assets and the Master Parcel in order to make such inspections of matters pertaining to the purchase of the Purchased Assets as Purchaser may determine is necessary or desirable in its sole discretion (collectively, the "Investigations"). If prior to 5 p.m. on the day of the expiration of the Due Diligence Period, Purchaser notifies Seller that Purchaser is, for any reason, in its sole discretion not completely satisfied with all of the results of its due diligence investigations, Purchaser shall have the right by written notice to the Seller to terminate this Agreement in which event the deposit shall be promptly returned to the Purchaser and the parties shall have no further rights or obligations to

each other hereunder, except for Purchaser's indemnity and repair obligations set forth below and any other provisions that survive the termination of this Agreement.

In order to conduct such Investigations, Seller shall provide Purchaser with reasonable access to the Master Parcel upon reasonable advance notice from Purchaser, subject to the rights of all tenants or Seller at the Master Parcel to not have their business or operations disturbed or interfered with. Purchaser shall permit Seller to have a representative present during all Investigations and Seller shall cooperate with Purchaser to facilitate such Investigations, without cost or expense to Seller. Any entry upon the Master Parcel and all Investigations shall be made or performed during normal business hours and at the sole risk and expense of Purchaser, and shall not unreasonably interfere with the activities of Seller or its tenants on or about the Master Parcel. Purchaser shall indemnify Seller against any loss, claims, demands, liabilities, expenses, including attorney's fees suffered or incurred by Seller or any agent, representative, partner, affiliate, employee, director, member, beneficiary, tenant, investor, servant, shareholder, trustee or other person or entity acting on Seller's behalf arising in connection with or as a result of the Investigations; provided this obligation shall survive termination of the Agreement or consummation of Closing. Purchaser shall fully comply with all laws applicable to the Investigations and all other activities undertaken in connection therewith. Purchaser shall not conduct any invasive testing of the Master Parcel without the prior written consent of Seller, which may be given or withheld in Seller's sole discretion. Purchaser shall promptly repair all damage to the Master Parcel resulting from any such Investigations (including, without limitation, replacing, refilling and regrading any holes made in, or excavations of, any portion of the Master Parcel) so that the Master Parcel shall be in the same condition that it existed in prior to such Investigations; provided this obligation shall survive termination of the Agreement.

Upon termination of this Agreement for any reason (or no reason), Purchaser shall deliver to Seller the title commitment and any third-party report, study or plan prepared for Purchaser with respect to the Master Parcel, which obligation shall survive any termination of the Agreement.

11.14 Fees and Expenses. Purchaser and Seller shall each pay its own expenses, including, but not limited to, legal and accounting expenses relating to the execution of this Agreement and the consummation of the transactions contemplated hereby whether or not such transactions shall be consummated. Notwithstanding the foregoing, these expenses shall expressly not include any of Seller's costs and expenses addressed in Section 8.03 and which shall constitute a portion of the Purchase Price payable by Purchaser to Seller.

11.15 Remedies Not Exclusive and Waiver. No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy and each remedy shall be cumulative and shall be in addition to each other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. Without in any way limiting the generality of the foregoing, in the event of a breach by Seller of its obligations, Purchaser shall, in addition and as a supplement to such other rights and remedies as may exist in its favor, be entitled to injunctive or other equitable relief from a court of competent jurisdiction. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies. Any party hereto may waive any covenant, condition or provision of this Agreement intended for its benefit, provided such waiver is in writing and is delivered to the other party on or prior to the Closing Date.

11.16 Calculation of Time. Whenever in this Agreement a period of time is stated that would end on a Saturday, Sunday or legal holiday, such period shall be deemed to end on the next day following which is not a Saturday, Sunday or legal holiday.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through duly authorized representatives as of the Effective Date.

SELLER:

JJEC Development, LLC

By: ^{DocuSigned by:}
Eric Eskander
22F607307D2849C...
Eric Eskander, Authorized Signatory

PURCHASER:

Barone Galasso and Associates, Inc.

By: ^{Signed by:}
Michael B. Galasso
DABF104DA939471...
Michael Galasso, Manager

SCHEDULES

Schedule 4.06 Existing Liens and Encumbrances

None.

Schedule 4.07 Existing Contracts

- BSS Design Contract
- Falmouth Engineering Contract

From: [Eric Eskander](#)
To: [Kim Fish](#)
Cc: [Bob Ament](#)
Subject: [EXTERNAL] - 4 Sandwich Road Subsidy
Date: Monday, April 21, 2025 12:58:29 PM

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

Good afternoon Kim. Hope all is well. As you know, I have decided to pass on developing the project at 4 Sandwich Road and hand it off to Mike Galasso. I felt like this project needed an experienced residential developer to make it as successful as possible and provide some much-needed housing to the community.

I believe you will need some sort of authorization from me to allow Michael to submit the application for the town subsidy. Please let me know if this email will suffice.

Eric S. Eskander
Chief Executive Officer
Cadete Enterprises
12 Riverside Drive
Pembroke, MA 02359
P: 781-829-1156
F: 781-829-9468
C: 508-326-2001



MEGANSETT CROSSING
Review period January 1, 2024, through December 31, 2024

Ms. Kim Fish, Housing Coordinator
Town of Falmouth
59 Town Hall Square
Falmouth, Ma 02540

Re: Annual monitoring of units located at Megansett Crossing, 676 N. Falmouth Hwy,

Dear Ms. Fish:

This letter will serve as confirmation of subject monitoring for the above-referenced community for the period of January 2024-December 2024.

C.A.N. Property Management Services, LLC attests that the above-referenced community meets the following conditions, as required by its Deed Restriction and/or other agreement(s) with the Owner of said parcel (10 Units total):

Units occupied by tenant(s) determined to be affordable (three (3) at 80% or less and seven (7) at 100% or less) of the Area Median Income Limit for the Town of Falmouth.

This information was certified through the review of the following documentation, as submitted by the tenant:

- o Income and asset review (8 most current paystubs; 6-month review of all financial statements)

Ten units, in total, were reviewed. There is one (1) three-bedroom 80% Unit, two (2) two-bedroom 80% units, four (4) three-bedroom 100% and three (3) two-bedroom 100% units.

This information is certified as true and accurate by the undersigned.

Cheryl A. Nichols
Cheryl A. Nichols,
C.A.N. Property Management Services, LLC
As Agent for Megansett Crossing, LLC

385 Court St., Suite #201

Plymouth, Ma 02360

Phone #508-591-7050



From: [Kim Fish](#)
To: [Cheryl Nichols](#)
Cc: [Jed Cornock](#)
Subject: FW: [EXTERNAL] - Megansett Crossing
Date: Friday, February 14, 2025 7:57:22 AM
Attachments: [1.27.25 Annual Certification of Compliance - Megansett Crossing.pdf](#)
[Megansett Crossing Annual Report FY ending 2024.xlsx](#)

Hi Cheryl,

Hope your husband's surgery went well. I've reviewed the attached, they are acceptable as drafted thank you. I will forward to EOHLIC.

Have a great day,
Kim

Kimberly Fish
Housing Coordinator
59 Town Hall Square
Falmouth, MA 02536
Office: (508) 495-7344
kim.fish@falmouthma.gov

When responding, please be aware that the Massachusetts Secretary of State has determined that most email correspondence is public record therefore confidentiality should not be expected.

From: Cheryl Nichols <cheryl@canproperties.com>
Sent: Wednesday, January 29, 2025 7:54 PM
To: Kim Fish <kim.fish@falmouthma.gov>
Subject: [EXTERNAL] - Megansett Crossing

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

Hello, Kim. Attached is the annual certification of compliance for Megansett Crossing. If you need copies of the 2024 certifications, please let me know.

If you have any questions, please let me know. I will be out of the office tomorrow and Friday (my husband is having surgery tomorrow). I should be available by cell phone you need to call. The number is #617-719-5910.

Sorry for all the confusion. This is the first year of reporting to the town. Once we have the system setup future reporting periods should not be a problem. I appreciate your patience.

Cheryl A. Nichols
C.A.N. Property Management Services, LLC
385 Court Street, Suite #201
Plymouth, MA 02360
Phone (508) 591-7050
Fax (508) 591-7767

******NOTICE OF CONFIDENTIALITY******

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Megansett Crossing - 2024 Income Certification Schedule - annual compliance re Date: January 27, 2025

| Unit # | Unit Size | Unit Designation | Tenant Rent | Subsidy Rent | U/A | Gross Rent | Rent Limit | HH Income | HH Size | HH Income Limit | Most rent cert date | M/I Date |
|--------|-----------|------------------|-------------|--------------|--------|------------|------------|-----------|---------|-----------------|---------------------|----------|
| 1A | 3 | 100% | \$ 90 | \$ 2,779 | \$ 182 | \$ 3,051 | \$3,166 | \$26,000 | 4 | \$ 126,650 | 2/17/24 | 2/17/23 |
| 1B | 2 | 80% | \$ 573 | \$ 1,417 | \$ 149 | \$ 2,139 | \$2,201 | \$35,656 | 2 | \$ 77,400 | 2/1/24 | 2/1/23 |
| 2A | 3 | 100% | \$ 2,627 | | \$ 182 | \$ 2,809 | \$3,166 | \$102,367 | 3 | \$ 114,000 | 2/1/24 | 2/1/23 |
| 2B | 2 | 100% | \$ 2,366 | | \$ 149 | \$ 2,515 | \$2,850 | \$91,151 | 2 | \$ 101,350 | 2/1/24 | 2/1/23 |
| 3A | 3 | 80% | \$ 19 | \$ 2,409 | \$ 182 | \$ 2,610 | \$2,445 | \$16,742 | 2 | \$ 77,400 | 2/1/24 | 2/1/23 |
| 3B | 2 | 100% | \$ 612 | \$ 1,768 | \$ 149 | \$ 2,529 | \$2,850 | \$48,981 | 2 | \$ 101,350 | 3/1/24 | 3/10/23 |
| 4A | 3 | 100% | \$ 2,627 | | \$ 182 | \$ 2,809 | \$3,166 | \$110,956 | 5 | \$ 136,800 | 2/13/24 | 2/13/23 |
| 4B | 2 | 80% | \$ 665 | \$ 1,326 | \$ 149 | \$ 2,140 | \$2,201 | \$42,635 | 2 | \$ 77,400 | 3/21/24 | 3/21/23 |
| 5A | 3 | 100% | \$ 228 | \$ 2,641 | \$ 182 | \$ 3,051 | \$3,166 | \$16,796 | 6 | \$ 146,950 | 2/8/24 | 2/8/23 |
| 5B | 2 | 100% | \$ 181 | \$ 2,199 | \$ 149 | \$ 2,529 | \$2,850 | \$20,619 | 3 | \$ 114,000 | 3/1/24 | 3/6/23 |



CALIFORNIA TAX CREDIT ALLOCATION COMMITTEE

901 P Street, Room 213A
Sacramento, CA 95814
p (916) 654-6340
f (916) 654-6033
www.treasurer.ca.gov/ctcac

MEMBERS
FIONA MA, CPA, CHAIR
State Treasurer

MALIA M COHEN
State Controller

JOE STEPHENSHAW
Director of Finance

GUSTAVO VELASQUEZ
Director of HCD

TIENA JOHNSON HALL
Executive Director of CalHFA

EXECUTIVE DIRECTOR
MARINA WIAINT

April 18, 2024

Trent Eskew
1702 Studio Housing Partners L.P.
2115 J. St
Sacramento, CA 95816

RE: PensioneK (CA-2016-880)
Compliance Inspection: July 11, 2023

The California Tax Credit Allocation Committee (CTCAC) has received and reviewed your documentation dated August 16, 2023, regarding correction of all the deficiencies reported by staff during the compliance inspection. The documents have been reviewed and an IRS form 8823 was issued for the following units:

| <u>Unit Number</u> | <u>Corrected/Uncorrected</u> |
|--------------------|------------------------------|
| Unit #317 | Corrected |
| Unit #407 | Corrected |
| Unit #430 | Corrected |

If you have any questions, please email at CTCAC-8823@treasurer.ca.gov.

Sincerely,
Justin Espanol for
Frank Harper
Compliance Program Analyst

cc: Laith A Hurmiz – Barone Galasso Associates, Inc.

Section 4 OPERATING PRO-FORMA

| Operating Income | | | | |
|--|-----------------|------------------|--------------------------|---------------|
| Rent Schedule: | <i>Contract</i> | <i>Utility</i> | <i>Total</i> | <i>No. of</i> |
| | <i>Rent</i> | <i>Allowance</i> | <i>Gross Rent</i> | <i>Units</i> |
| 57 . Low-Income (Rental Assisted): | | | | |
| SRO | | | \$0 | 0 |
| 0 bedroom | | | \$0 | 0 |
| 1 bedroom | | | \$0 | 0 |
| 2 bedrooms | | | \$0 | 0 |
| 3 bedrooms | | | \$0 | 0 |
| 4 bedrooms | | | \$0 | 0 |
| 58 . Low-Income (below 50%): | | | | |
| SRO | | | \$0 | 0 |
| 0 bedroom | | | \$0 | 0 |
| 1 bedroom | | | \$0 | 0 |
| 2 bedrooms | | | \$0 | 0 |
| 3 bedrooms | | | \$0 | 0 |
| 4 bedrooms | | | \$0 | 0 |
| 59 . Low-Income (80-120%): | | | | |
| SRO | | | \$0 | 0 |
| 0 bedroom | | | \$0 | 0 |
| 2 bedrooms 80% | \$2,462 | \$150 | \$2,612 | 1 |
| 2 bedroom 100% | \$3,077 | \$150 | \$3,227 | 3 |
| 2 Bedroom 120% | \$3,693 | \$150 | \$3,843 | 6 |
| 2 Bedroom | | | \$0 | 0 |
| 60 . Other Income (User-defined) | | | | |
| SRO | | | \$0 | 0 |
| 0 bedroom | | | \$0 | 0 |
| 1 bedroom | | | \$0 | 0 |
| 2 bedrooms | | | \$0 | 0 |
| 3 bedrooms | | | \$0 | 0 |
| 4 bedrooms | | | \$0 | 0 |
| 61 . Market Rate (unrestricted occupancy): | | | | |
| SRO | | | | 0 |
| 0 bedroom | | | | 0 |
| 1 bedroom | | | | 0 |
| 2 bedrooms | | | | 0 |
| 3 bedrooms | | | | 0 |
| 4 bedrooms | | | | 0 |
| Commercial Income: | | | | |
| 62 . Square Feet: | 0 | @ | (average) /square foot = | \$0 |
| Parking Income: | | | | |
| 63 . Spaces: | 20 | @ | (average) /month x 12 = | \$0 |

| Operating Expenses | | | | |
|--|------------------|--------------------|-------------------|-----------------|
| Annual Operating Exp.: | <i>Total</i> | <i>Residential</i> | <i>Commercial</i> | <i>Comments</i> |
| 85 . Management Fee | \$24,372 | \$24,372 | | |
| 86 . Payroll, Administrative | \$0 | | | |
| 87 . Payroll Taxes & Benefits, Admin. | \$0 | | | |
| 88 . Legal | \$5,000 | \$5,000 | | |
| 89 . Audit | \$2,500 | \$2,500 | | |
| 90 . Marketing | \$1,200 | \$1,200 | | |
| 91 . Telephone | \$0 | | | |
| 92 . Office Supplies | \$0 | | | |
| 93 . Accounting & Data Processing | \$1,000 | \$1,000 | | |
| 94 . Investor Servicing | \$0 | | | |
| 95 . DHCD Monitoring Fee | \$1,500 | \$1,500 | | |
| 96 . Other: | \$0 | | | |
| 97 . Other: | \$0 | | | |
| 98 . Subtotal: Administrative | \$11,200 | \$11,200 | \$0 | |
| 99 . Payroll, Maintenance | \$0 | | | |
| 100 . Payroll Taxes & Benefits, Admin. | \$0 | | | |
| 101 . Janitorial Materials | \$1,200 | \$1,200 | | |
| 102 . Landscaping | \$6,000 | \$6,000 | | |
| 103 . Decorating (inter. only) | \$1,200 | \$1,200 | | |
| 104 . Repairs (inter. & ext.) | \$5,000 | \$5,000 | | |
| 105 . Elevator Maintenance | \$0 | | | |
| 106 . Trash Removal | \$0 | | | Town |
| 107 . Snow Removal | \$0 | | | Owner |
| 108 . Extermination | \$2,500 | \$2,500 | | |
| 109 . Recreation | \$0 | | | |
| 110 . Other: | \$2,500 | \$2,500 | | |
| 111 . Subtotal: Maintenance | \$18,400 | \$18,400 | \$0 | |
| 112 . Resident Services | \$0 | | | |
| 113 . Security | \$0 | | | |
| 114 . Electricity | \$2,400 | \$2,400 | | |
| 115 . Natural Gas | \$0 | | | |
| 116 . Oil | \$0 | | | |
| 117 . Water & Sewer | \$3,500 | \$3,500 | | Septic |
| 118 . Subtotal: Utilities | \$5,900 | \$5,900 | \$0 | |
| 119 . Replacement Reserve | \$2,500 | \$2,500 | | |
| 120 . Operating Reserve | \$0 | | | |
| 121 . Real Estate Taxes | \$13,500 | \$13,500 | | |
| 122 . Other Taxes | \$0 | | | |
| 123 . Insurance | \$18,500 | \$18,500 | | |
| 124 . MIP | \$0 | \$0 | | |
| 125 . Other:Ground Lease | \$30,000 | \$30,000 | | |
| 126 . Subtotal:Taxes, Insurance | \$62,000 | \$62,000 | \$0 | |
| 127 . TOTAL EXPENSES | \$124,372 | \$124,372 | \$0 | |

Other Operating Expense Assumptions

Trending Assumptions for Expenses

| | Year 2 | Year 3 | Years 4-5 | Years 6-20 |
|--|--------|--------|-----------|------------|
| 128 . Sewer & Water | 2.0% | 2.0% | 2.0% | 3.0% |
| 129 . Real Estate Taxes | 1.0% | 1.0% | 1.0% | 1.0% |
| 130 . All Other Operating Expenses | 3.0% | 3.0% | 3.0% | 3.0% |

Reserve Requirements:

| | | |
|---------------------------------------|----------|-------------------|
| 131 . Replacement Reserve Requirement | \$150.00 | per unit per year |
| 132 . Operating Reserve Requirement | | per unit per year |

Debt Service:

| | | Annual Payment |
|---------------------------------------|----------------------|-------------------------|
| 133 . MHFA | MHFA Program 1 | N/A |
| 134 . MHFA | MHFA Program 2 | N/A |
| 135 . MHP Fund Permanent Loan | | N/A |
| 136 . Other Permanent Senior Mortgage | | #REF! |
| | Source: Eastern Bank | |
| 137 . Other Permanent Senior Mortgage | | \$219,550 |
| | Source: N/A | |
| 138 . Total Debt Service (Annual) | | #REF! |
| 139 . Net Operating Income | | \$281,840 (in year one) |
| 140 . Debt Service Coverage | | #REF! (in year one) |

Affordability: Income Limits and Maximum Allowable Rents

| | | | |
|---|------------|-------------------------------|---------------------|
| 141 . County | BARNSTABLE | MSA | Barnstable Town, MA |
| This MSA does not match the county you have chosen | | | |
| 142 . Maximum Allowed Rents, by Income, by Unit Size: | | Income Limits last updated on | 3/12/2012 |

| | Maximum Income | | | Maximum Rent (calculated from HUD income data) | | |
|------------------------------------|----------------|----------|-----|--|---------|-----|
| | 50% | 60% | 0% | 50% | 60% | 0% |
| SRO | \$28,000 | \$33,600 | \$0 | \$700 | \$840 | \$0 |
| 0 bedroom | \$28,000 | \$33,600 | \$0 | \$700 | \$840 | \$0 |
| 1 bedroom | \$30,000 | \$36,000 | \$0 | \$750 | \$900 | \$0 |
| 2 bedrooms | \$36,000 | \$43,200 | \$0 | \$900 | \$1,080 | \$0 |
| 3 bedrooms | \$41,600 | \$49,900 | \$0 | \$1,040 | \$1,248 | \$0 |
| 4 bedrooms | \$46,400 | \$55,700 | \$0 | \$1,160 | \$1,393 | \$0 |
| Area median income for a family of | \$80,000 | | | | | |

143 . H.U.D. "Fair Market Rents" (Maximum):

| | |
|------------|---------|
| 0 bedroom | \$798 |
| 1 bedroom | \$934 |
| 2 bedrooms | \$1,229 |
| 3 bedrooms | \$1,466 |
| 4 bedrooms | \$1,513 |
| 5 bedrooms | \$1,740 |

FMR Information last updated on 3/12/2012

| Operations before this transaction: | | | | Operations after: | | |
|--|--------|--------------|-------------------|-------------------------------|-----------------|-----------------|
| Type | Number | Current Rent | Annualized Income | Number | Future Rents | Market Rent GPR |
| 144 . SRO | 0 | 0 | 0 | 0 | 0 | 0 |
| 145 . 0 bedroom | 0 | 0 | 0 | 0 | 0 | 0 |
| 146 . 1 bedroom | 0 | 0 | 0 | 0 | 0 | 0 |
| 147 . 2 bedrooms | 10 | 0 | 0 | 10 | 0 | 0 |
| 148 . 3 bedrooms | 1150 | 0 | 0 | 1,150 | 0 | 0 |
| 149 . 4 bedrooms | 0 | 0 | 0 | 0 | 0 | 0 |
| 150 . Gross Potential Rental Income | | | 0 | | | 0 |
| 151 . Vacancy | | 0% | 0 | Vacancy | 0% | 0 |
| 152 . Other Income | | | 0 | Other Income | | 0 |
| 153 . Effective Gross Income | | | 0 | Effective Gross Income | | 0 |
| Operating Expenses | | | Year | Reason | % Change | Year |
| 154 . Management fee | | | 0 | | | 24,372 |
| 155 . Administration | | | 0 | | | 11,200 |
| 156 . Maintance/Operations | | | 0 | | | 18,400 |
| 157 . Resident Services | | | 0 | | | 0 |
| 158 . Security | | | 0 | | | 0 |
| 159 . Utilities | | | 0 | | | 5,900 |
| 160 . Replacement Reserve | | | 0 | | | 2,500 |
| 161 . Operating Reserve | | | 0 | | | 0 |
| 162 . Real Esate Taxes | | | 0 | | | 13,500 |
| 163 . Insurance | | | 0 | | | 48,500 |
| 164 . Total Expenses | | | 0 | | | 124,372 |
| 165 . Net Operating Income | | | 0 | Net Operating Income | | -124,372 |
| 166 . Transaction Description: | | | | | | |
| <i>Optional user calculations</i> | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

From: [Michael B Galasso](#)
To: [Kim Fish](#)
Cc: [Eric Eskander](#)
Subject: [EXTERNAL] - 4 Sandwich Road FSAHF Application
Date: Friday, April 18, 2025 12:49:14 PM
Attachments: [4 Sandwich Road FAHF One Stop 4.17.25.xls](#)

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

Hi Kim.

Attached is the One Stop for 4 Sandwich Road for your review .
Based on the Sources and Uses, it looks like the project is currently short about \$1.2 M . This project is very similar (except it has a ground lease) to Megansett Crossing and would be a good candidate for the Mass Housing Workforce Housing Program to help close the gap.

I'll have the rest of the information to you shortly .

Michael

July 23, 2025

Michael Galasso
Jacob Palmer
Matt Alfonso
Falmouth, Massachusetts

Re: 4 Sandwich Road, Falmouth, Mass

Dear Michael, Jacob and Matt:

Eastern Bank is excited about the upcoming construction of Teticket Gardens, a 10-unit affordable rental complex to be located at 4 Sandwich Road, just outside downtown Falmouth. This project presents a compelling vision that will benefit the community when developed by an experienced team.

We appreciate your commitment to delivering design-forward, community-centric projects and are enthusiastic about the prospect of deepening our collaborative relationship. This project exemplifies your dedication to creating thoughtfully designed spaces that align with the strategic objectives of the local market.

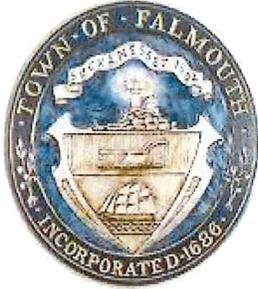
Eastern Bank is also pleased to have previously provided financing for Megansett's Crossing, which includes 10 workforce rental housing units in Falmouth. Given our positive experiences with your firm and its proven track record, we are eager to explore potential debt financing for this promising development, which includes a \$ 2.7 million construction and permanent loan. Although we recognize that these discussions are still in preliminary stages, we look forward to gaining further insights into the project's progress.

Sincerely,



Johanna Stone
Vice President
Community Development Lending

ATTACHMENT #2
EVALUATION FORM
(FALMOUTH AFFORDABLE HOUSING FUND
WORKING GROUP)



FALMOUTH AFFORDABLE HOUSING FUND

Established by Ch. 29 of the Acts of 2011
Select Board, Trustees

59 Town Hall Square
Falmouth, Massachusetts 02540
(508) 495-7344

BOARD OF TRUSTEES' PROJECT FUNDING EVALUATION FORM

Applicant: Michael Galasso (developer/manager/applicant)

Owner: JJEC Development (Contact: Eric Eskander)

Address: 4 Sandwich Road, Teaticket, MA

Amount Requested: \$1,500,000 (\$150,000 per unit – 10 units)

Falmouth Affordable Housing Working Group Meeting Date: April 30, 2025

- Rental units with one to three bedrooms
Ten two-bedroom rental units.
- Homeownership with two bedrooms
Not a homeownership project.
- Mixed income developments
Proposed mix of deed restricted units between 80% - 120% Area Median Income ("AMI")
- Multi-family housing
10 two-bedroom rental units.
- ADA accessible
Two units will be visitable. CONFIRM WITH APPLICANT
- Project compatible with surrounding homes and neighborhoods
- Project is consistent with the Commonwealth's Sustainable Development Principles

- ✓ No environmental impacts or none that can't be mitigated.
- ✓ Will be doing a Local Preference for lottery (70% highest by law)
- ✓ Will be creating more than the required 25% required by the permitting decision

None of this project is required to be deed restricted. If application is approved, all 10 units will be deed restricted.

Please note that the owner has authorized Michael Galasso to apply for funding. Mr. Galasso will be the developer and manager of the project through a 30 year ground lease with the possibility of another 30 years thereafter.

ATTACHMENT #3

TOWN MANAGER RECOMMENDATION MEMO
TO COMMUNITY PRESERVATION COMMITTEE

MAY 8, 2025



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 
SUBJECT: 4 Sandwich Road, Teaticket
Application to Falmouth Affordable Housing Fund (FAHF)
DATE: May 8, 2025
CC: Kimberly Fish, Housing Coordinator
Michael Galasso
Bob Ament, Esquire

The FAHF received an application from Michael Galasso requesting \$1,500,000 in funding for the construction of 10 two-bedroom, affordable deed restricted units to be located at 4 Sandwich Road, Teaticket. Of the 10 units, one (1) will be deed restricted at 80% of the area median income (“AMI”), three (3) units deed restricted at 100% of the AMI and six (6) units deed restricted at 120% of the AMI. All housing units will be deed restricted in perpetuity.

The FAHF Working Group met on April 30, 2025, and provided a favorable recommendation with the following conditions:

- 1) Increase the number of “visitable” units; the Working Group would prefer to see 50% of the units meet this standard if it is not cost prohibitive.
- 2) All 10 units will be deed restricted in perpetuity as outlined in the application with the understanding the applicant may need to change one unit to 80% AMI in order to secure additional grant funding.
- 3) The applicant must demonstrate within one (1) year from the date of Select Board approval that all financing for the project has been secured.
- 4) The offer for subsidy will expire in two (2) years if the project has not begun construction. There will be an option to extend at the discretion of the Select Board, as Trustees of the Fund.

I recommend the Community Preservation Committee support this application with the FAHF Working Group’s conditions above hereto.

ATTACHMENTS:

- Application w/attachments
- FAHF Working Group Evaluation Form

ATTACHMENT #4

COMMUNITY PRESERVATION COMMITTEE
RECOMMENDATION MEMO TO
TOWN MANAGER AND HOUSING COORDINATOR
DATED JUNE 15, 2025



Community Preservation Committee
59 Town Hall Square, Falmouth, MA 02540
508-495-7436

MEMO

To: Michael Renshaw, Town Manager
Kimberly Fish, Housing Coordinator

From: Sandra Cuny, CPC Chair

RE: **CPC Recommendation – 4 Sandwich Road, Teaticket**

Date: June 15, 2025

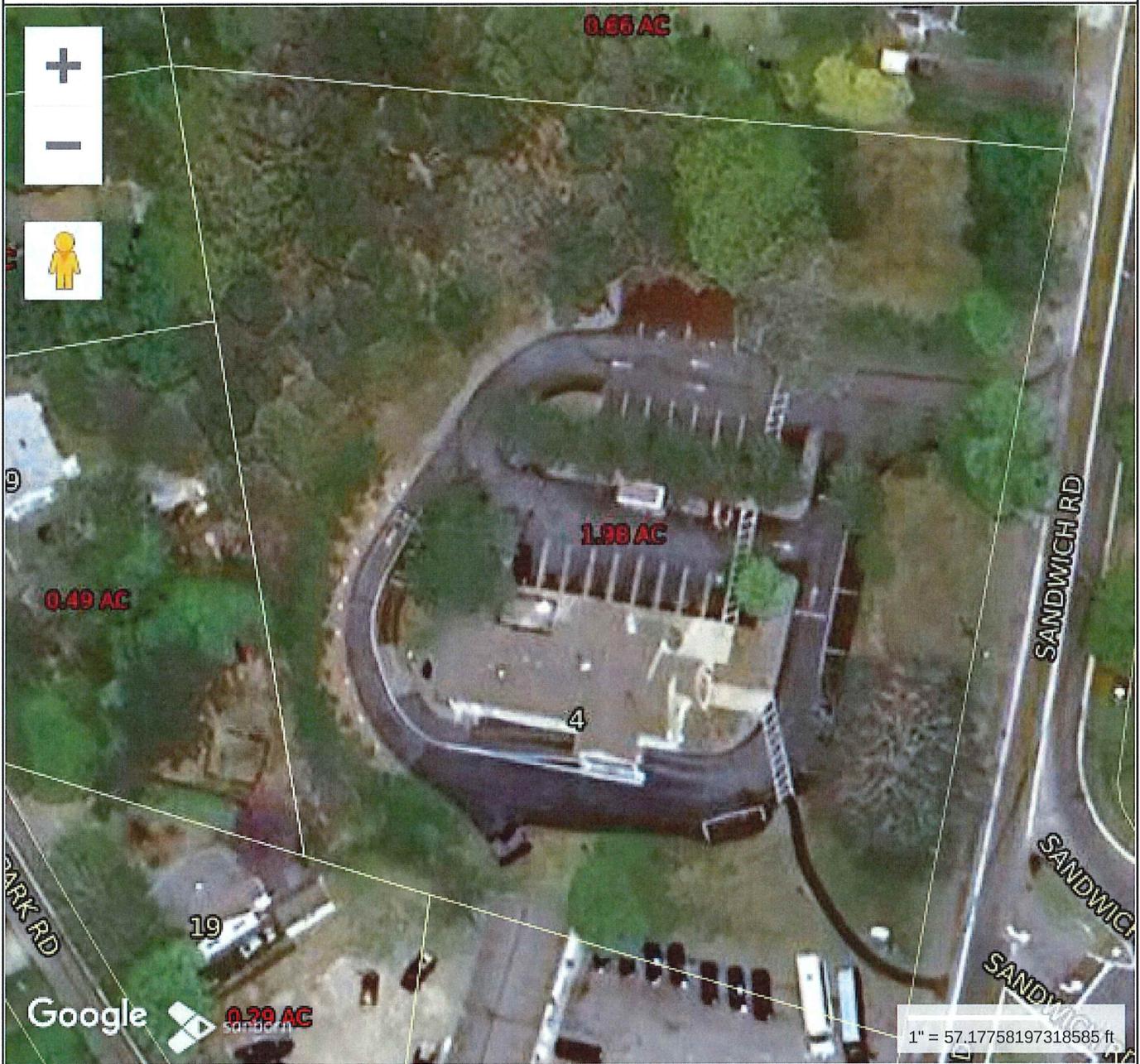
On Thursday, June 12, 2025, the Community Preservation Committee (CPC) voted to make a recommendation to the FAHF Trustees in support of funding the 4 Sandwich Road affordable housing project, in the amount of \$1,500,000, for 10 perpetually deed-restricted units, subject to the conditions cited in the Town Manager's memo to the CPC.

Thank you very much for your consideration of the CPC recommendation.

ATTACHMENT #5

APPLICANT'S PRESENTATION FOR THE
SELECT BOARD'S NOVEMBER 3, 2025, MEETING

Google aerial



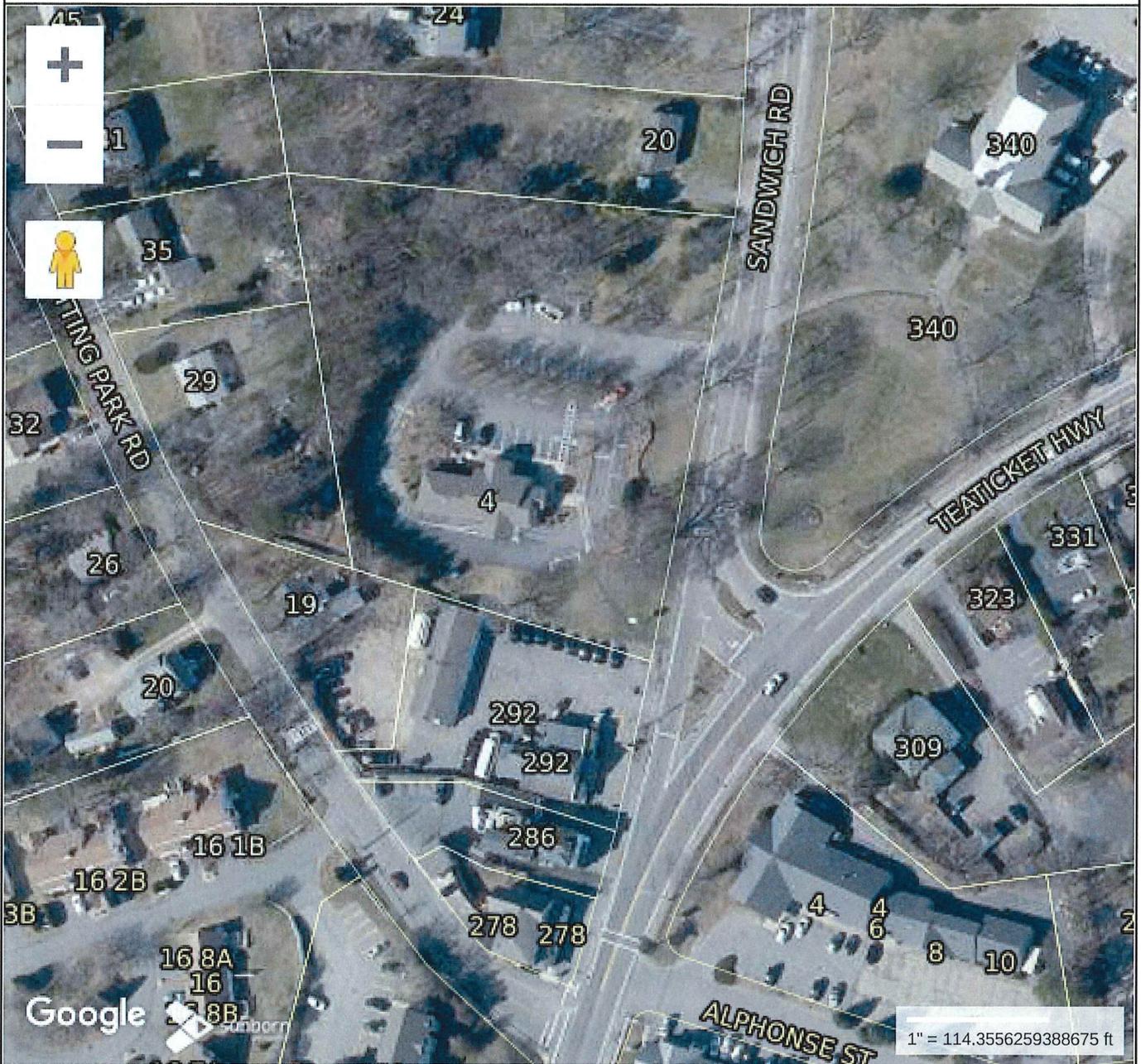
**MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT**

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 12/06/2024

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

aerial larger area



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

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Geometry updated 09/04/2024
Data updated 12/06/2024

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





ITEM REPORT

To: Town of Falmouth Select Board

Submitted By: Mike Renshaw, Town Manager

Meeting Date: November 3, 2025

Department/Office: Town Manager/Select Board

Item Name: Presentation and discussion on the ClearPoint Strategy strategic plan and capital project status tracking platform **(10 minutes)**

Purpose:

The Town Manager will provide the Select Board with a brief presentation and overview of the Town's new strategic plan and capital projects tracking software platform.

Background/Summary:

- Recognizing the need for a platform that would provide the ability for management and the Select Board to monitor both the status of capital projects as well as tracking progress towards accomplishing the goals and objectives of the Strategic Plan, the Town Manager began working with each of the department managers to establish a list of Key Performance Indicators (KPIs) that tied to one or more of the seven strategic priorities identified in the Strategic Plan FY23-FY27 (copy attached).
- On November 13, 2023, Town Meeting approved an appropriation of \$25,000 for the acquisition of a strategic planning tracking and reporting software platform.
- After evaluating multiple platforms, the decision was made in March 2024 to purchase the robust and multi-functional platform offered by [ClearPoint Strategy](#) (at a cost of approximately \$13,000 per year).
- Setup and implementation of our platform began in earnest in April 2024, and after 18 months we are currently in the final phase of build-out.
- Departments are currently entering data tied to their KPIs on a quarterly basis, and additional KPIs will be added and additional divisions/offices will be brought online in the coming months as we grow the program.
- Attached to this report is a copy of a monthly report that is fully customizable and is autogenerated by the system and can be sent out via email to intended recipients.
- The goal of this program is to provide the Select Board with quarterly presentations on the status of various capital projects and staff efforts in advancing the goals and objectives of the Strategic Plan, because "what gets measured, gets managed" (quote by business consultant Peter Drucker).
- Performance measurement is an important management tool, and accomplishes the

following:

- Enhanced visibility and accountability
- Continuous improvement and innovation through the setting of performance targets
- Data-driven decision making
- Better allocation of resources to areas of importance
- The next phase of this program will involve the creation of a public-facing dashboard that will be available online so that the community can check in on the progress of various projects and strategic planning initiatives.
- An example of such a dashboard can be seen at [City of Ft. Lauderdale, Florida.](#)

Recommended Actions:

Department Recommendation:

This item is for information and discussion purposes only, and no action is requested by the Select Board.

Options:

N/A

Town Manager's Comments:

This item is for information and discussion purposes only, and no action is requested by the Select Board.

Budget:

Applicable? (yes or no):

No

Budgeted? (yes or no):

| Fund | Dept. | Acct No. | Budget | Balance | Requested | Remaining |
|-------------|--------------|-----------------|---------------|----------------|------------------|------------------|
|-------------|--------------|-----------------|---------------|----------------|------------------|------------------|

Finance Director's Comments (if applicable):

N/A

Attachments:

1. ClearPoint Strategy Sample Report_October 2025
2. Strategic Plan Update 10-21-2024_FINAL



Mission

The Town of Falmouth's mission is to provide impeccable and effective customer service to allow our residents, businesses, employees, and visitors the opportunity to live, work, and experience our unique charm today, tomorrow, and for future generations.

Vision

To be the premiere Cape community that provides the most responsive, accessible, and inclusive environment for all.

Strategic Priority Areas

Housing | Energy & Water Conservation and Sustainability | Financial and Economic Stability |
Health and Public Safety | Management of Coastal/Natural Resources & Infrastructure |
Organizational Effectiveness & Community Engagement | Water, Wastewater & Solid Waste Management

Values

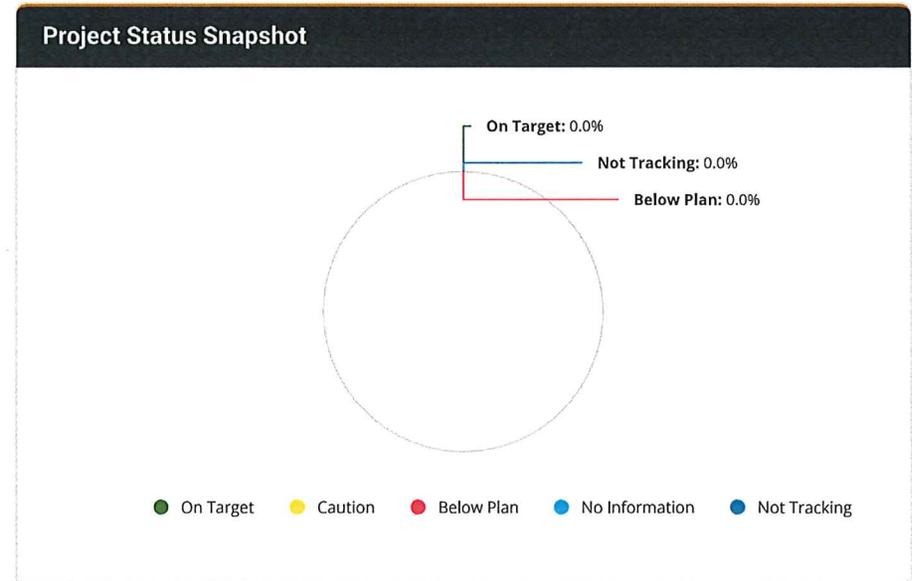
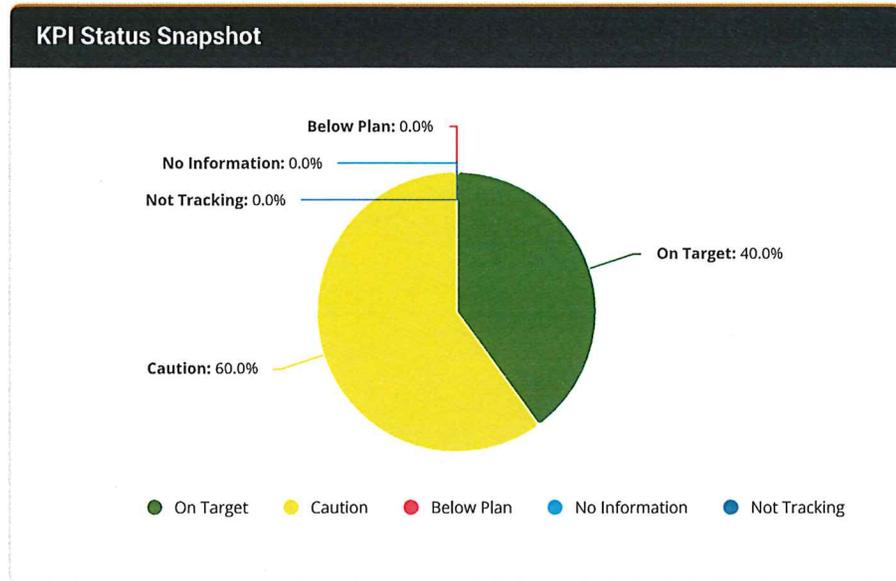
Honesty & Integrity: We believe that honesty is the backbone of our credibility, ensuring that our words and actions are always aligned with the truth, and in the quiet strength of unwavering principles to guide our actions even when no one is watching

Transparency: We create windows through which trust is built, allowing the community clear insight into our actions and decisions in order to foster accountability and public confidence.

Communication: We value the art of genuine listening, ensuring every word spoken or unspoken bridges understanding and fosters respect, allowing all voices to be heard.

Professionalism: We are committed to excellence, where expertise meets empathy, ensuring each interaction reflects our dedication to service and respect for all.

Teamwork: We are committed to a culture of mutual support and a harmony of diverse skills, where each voice is valued, contributing to a unified mission beyond individual capacities.

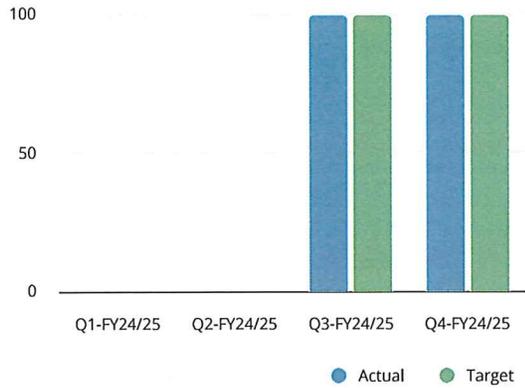


| Projects | Start Date | End Date | Percent Complete | Status Update | Next Steps | Challenges/Barriers |
|--|------------|----------|------------------|---------------|------------|---------------------|
| Increase volunteer engagement in Shellfish & Biological Services Division projects by 5% Marine Environmental Services | 1/1/25 | 12/31/25 | 0 % | | | |
| Implement the Brightly Work Order Management Platform. Public Works | 1/1/25 | 12/31/25 | 0 % | | | |
| Implement a capital project tracker platform to better monitor the status of projects. Public Works | 1/1/25 | 12/31/25 | 0 % | | | |

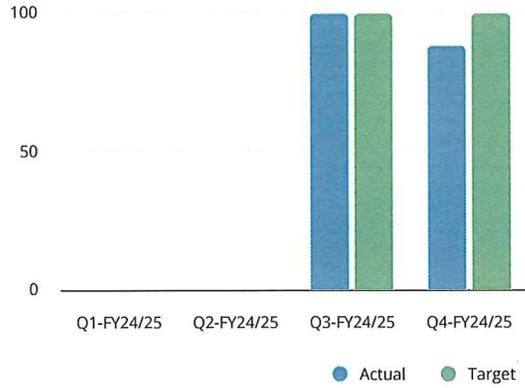
| Projects | Start Date | End Date | Percent Complete | Status Update | Next Steps | Challenges/Barriers |
|--|------------|----------|------------------|--|---|--|
| <p>Increase community engagement by creating additional recreation programming. Recreation</p> | 9/6/24 | 10/6/24 | 0 % | | | |
| <p>Increase the effective use of space by using by tracking non-registered activity-based facility use. Recreation</p> | 9/6/24 | 10/6/24 | 0 % | | | |
| <p>Develop New and Review Existing Policies/Procedures. Senior Services</p> | 7/1/24 | 6/30/25 | 100 % | In Q4-FY2025, the Senior Services Department developed three new policies, totaling nine new policies and three revisions for FY2025. The consistent policy development indicates a proactive approach to updating operational guidelines. | The Senior Services Department and COA Board will continue to develop and review policies/procedures that support the operations of the Senior Center. | |
| <p>Develop informational welcome letter to residents age 60+ who are not enrolled in the Senior Center. Senior Services</p> | 7/1/24 | 6/30/25 | 25 % | The initiative to develop an informational welcome letter for residents aged 60+ remains in draft form as of Q4-FY2025, showing no progress from Q3. | <ol style="list-style-type: none"> 1. Prioritize finalizing the draft by setting a deadline of August 2025, for mailing distribution. 2. Incorporate engaging content, such as upcoming Open House event, to encourage enrollment and participation in the Senior Center. | Need to confirm Open House event date and time in order to highlight the invite in the welcome letter. |

| Projects | Start Date | End Date | Percent Complete | Status Update | Next Steps | Challenges/Barriers |
|---|------------|----------|------------------|---|---|---------------------|
| <p>■ Coordinate mailing distribution. Senior Services</p> | 7/1/24 | 6/30/25 | 50 % | In Q4-FY2025, the initiative to coordinate mailing distribution is on track for August 2025. The successful merging of information from the Town Clerk's office and the Senior Center database indicates effective collaboration and data management. | <ol style="list-style-type: none"> 1. Establish a review process to maintain data accuracy and address any discrepancies promptly. 2. Coordinate process with agency for printing and distribution of mailer. | |
| <p>■ Develop informational welcome letter to residents turning age 60. Senior Services</p> | 7/1/24 | 6/30/25 | 25 % | The initiative to develop a welcome letter for residents turning 60 is on track, with the first mailing planned for August 2025. This could enhance community engagement. | | |
| <p>■ Develop Social Media communication. Senior Services</p> | 7/1/24 | 6/30/25 | 100 % | In Q4-FY2025, the Senior Services Department successfully launched a Facebook page, achieving 161 followers, 136 interactions, and 7,264 views in just two months. This indicates strong initial engagement. | We will continue to gather content to share on Facebook highlighting our programs and services. Building social media connections will enhance our visibility. | |

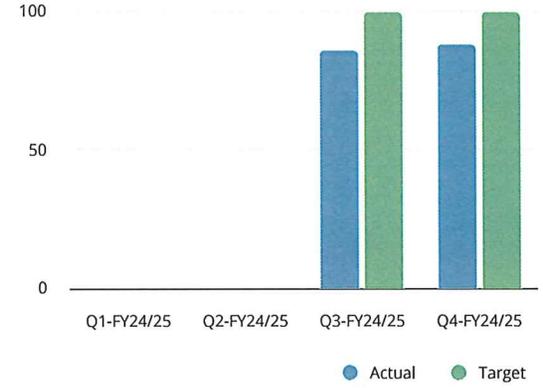
Select a final candidate within 2 days of the final interviews.
 Select a Final Candidate within 2 Business Days of the Final Set of Interviews



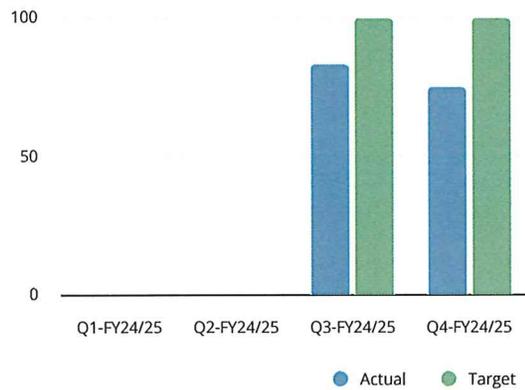
Review references with the final candidate within 1 day of selection.
 Initiate Reference Checks Within 1 Business Day of Selecting the Final Candidate



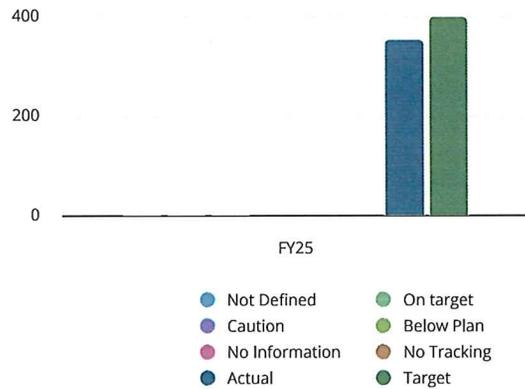
Make the verbal offer within 1 day of completing reference checks.
 Initiate a Verbal Offer to the Final Candidate Within 1 Business Day of Completing Reference Checks



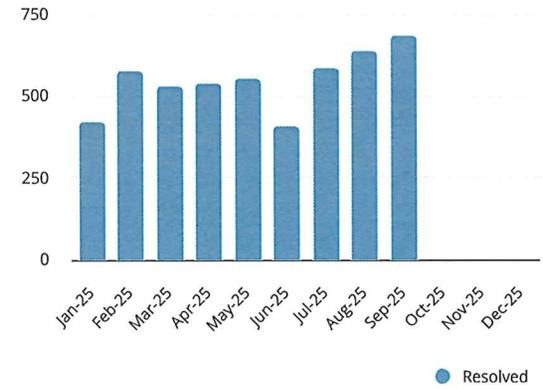
Enter all new employee information into the payroll system before the worksheet is generated for the payroll corresponding to the employee's first pay
 Send Offer Letter to New Hires Within 1 Business Day of Making a Verbal Offer

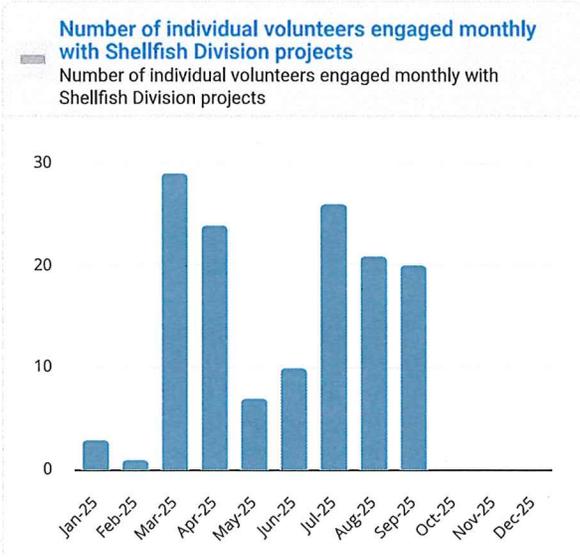
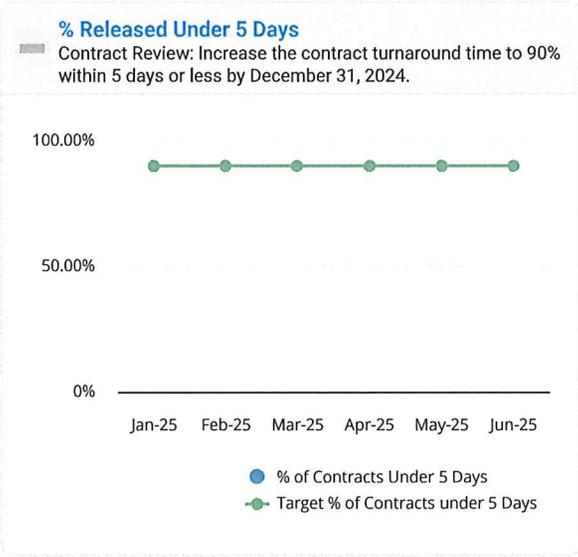
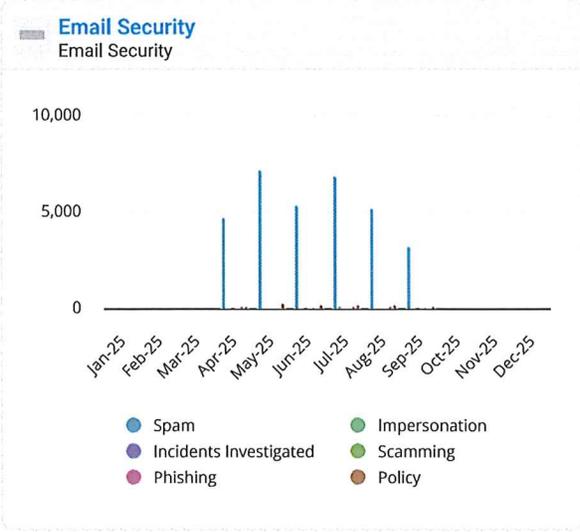
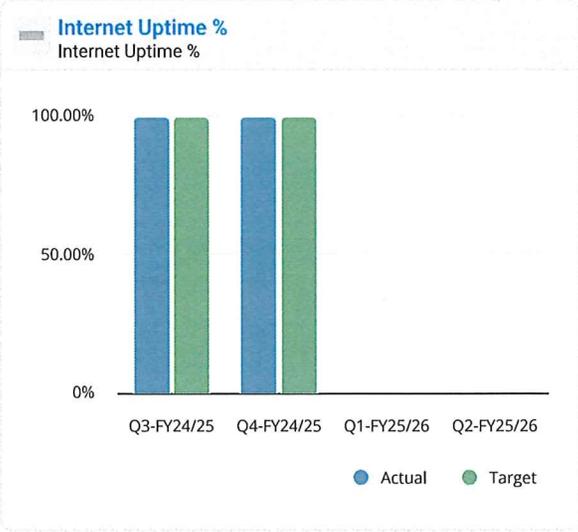
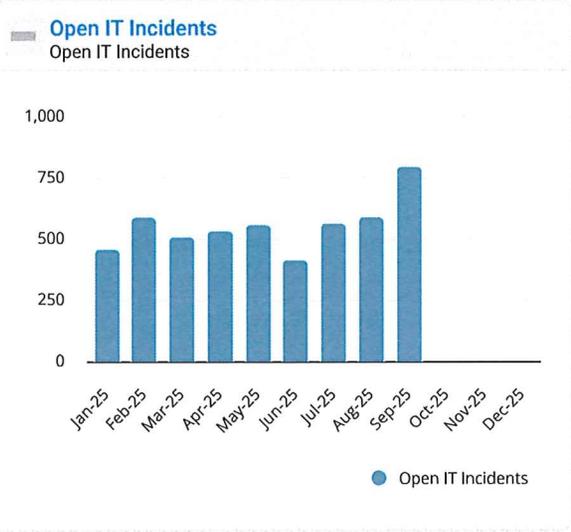


KPI Status Snapshot
 KPI Status Snapshot



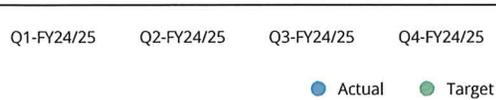
Closed IT Incidents
 Closed IT Incidents





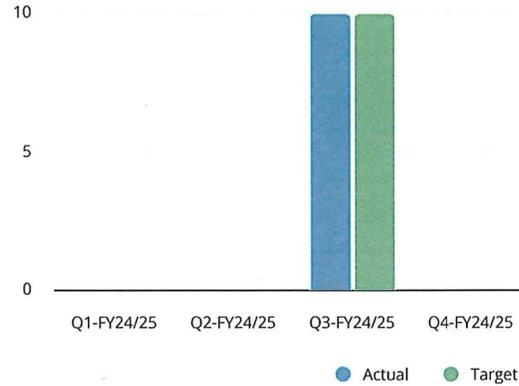
Permit Approval Time: All permit applications that the Planning Department is assigned are processed in less than 5 days.

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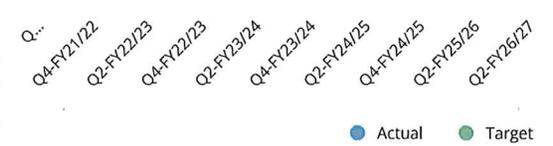
Permit Approval Time: All permit applications that the Planning Department is assigned are processed in less than 5 days.

Regulatory Review: All permit applications that the Planning Department is assigned are processed in less than 5 days.



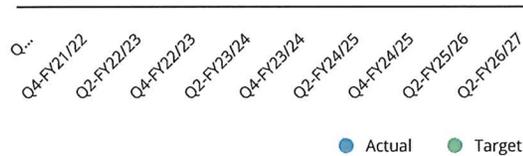
Community Engagement: Ensure at least 2 avenues for communication to the town's environmental justice communities on all long-term planning initiative

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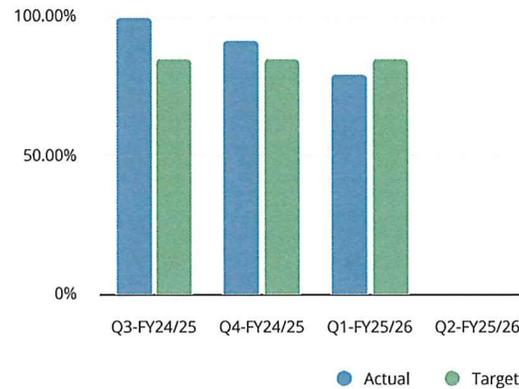
Inquiry Response: Ensure that all inquiries to the Planning Department (phone calls, emails, or in-person interactions) receive a response within 3 days.

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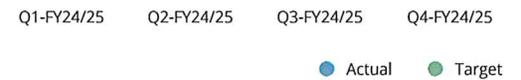
Work Order Completion Time: Address 85% of all non-emergency work orders within three business days.

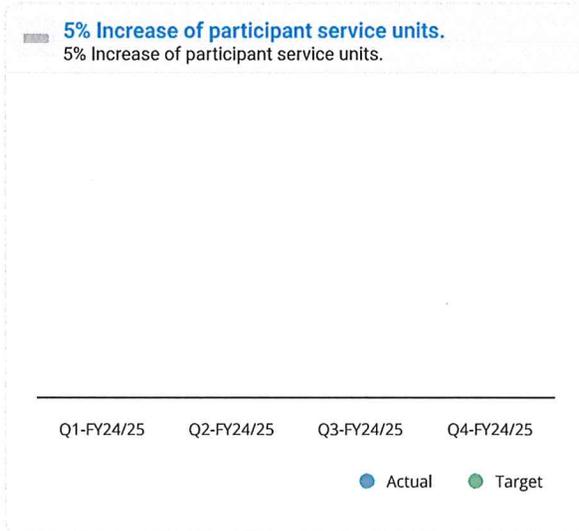
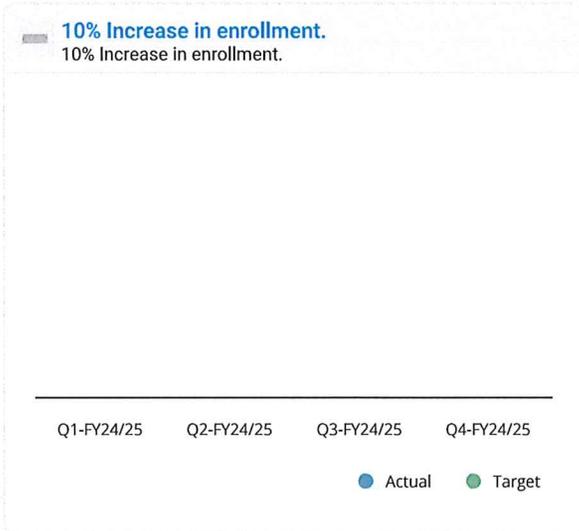
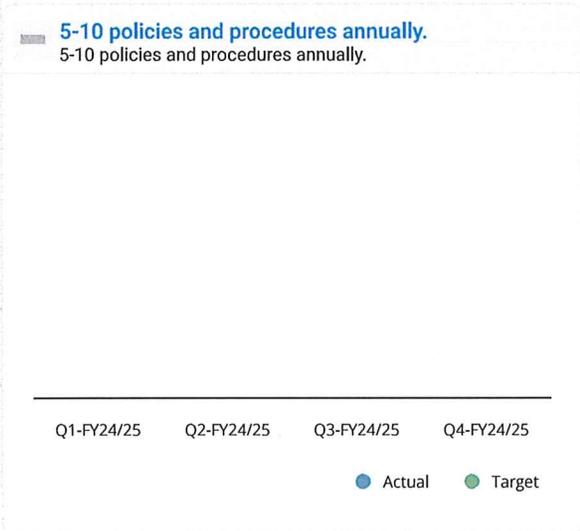
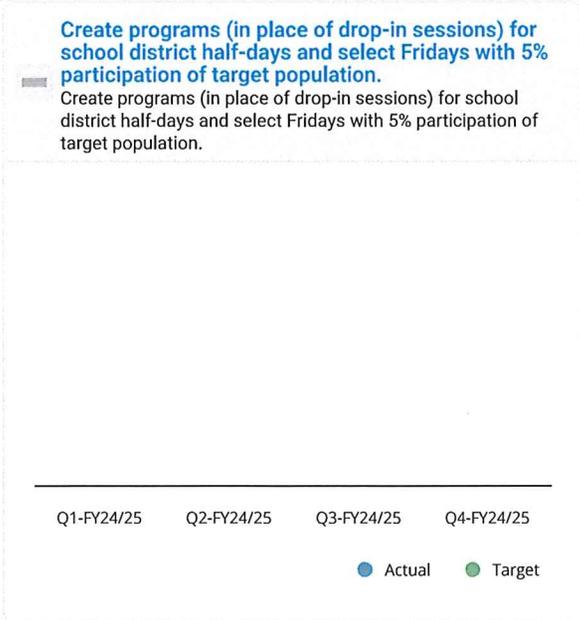
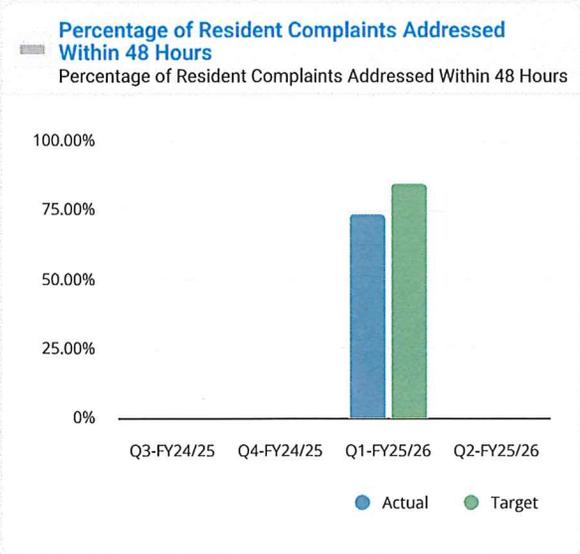
Work Order Completion Time: Address 85% of all non-emergency work orders within three business days.



Percentage of Capital Projects Completed on Time: Complete 95% of Public Works projects on time (excluding situations where external factors outside of our control are present).

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Increase followers by 250
Increase followers by 250

Q1-FY24/25 Q2-FY24/25 Q3-FY24/25 Q4-FY24/25

● Actual ● Target

5-10 New Volunteers annually.
5-10 New Volunteers annually.

Q1-FY24/25 Q2-FY24/25 Q3-FY24/25 Q4-FY24/25

● Actual ● Target

75% of Volunteers to attend annual training.
75% of Volunteers to attend annual training.

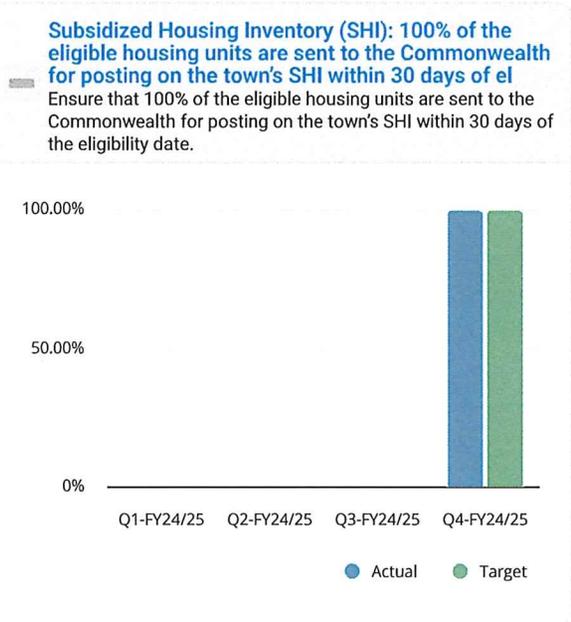
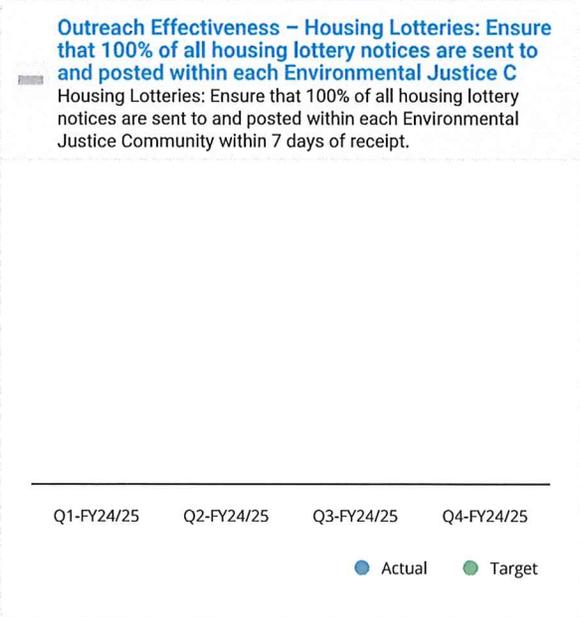
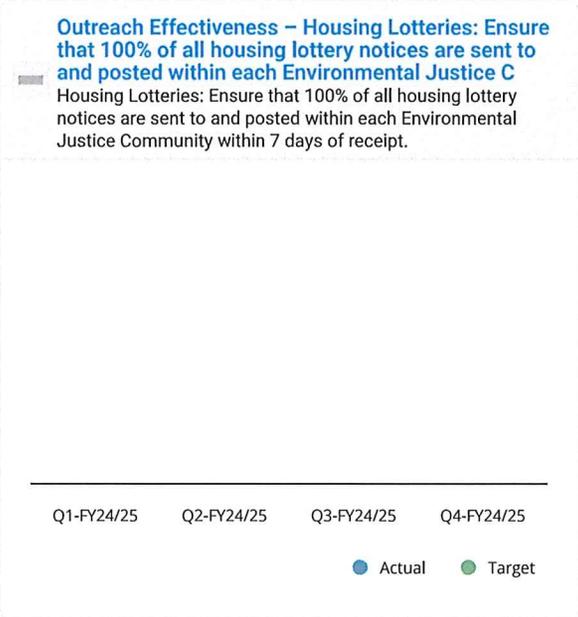
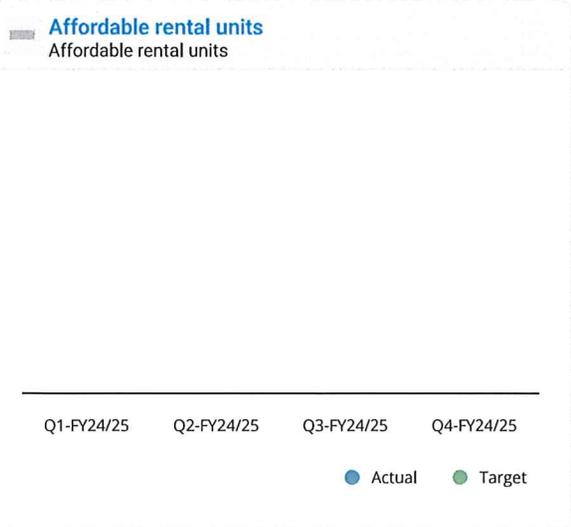
Q1-FY24/25 Q2-FY24/25 Q3-FY24/25 Q4-FY24/25

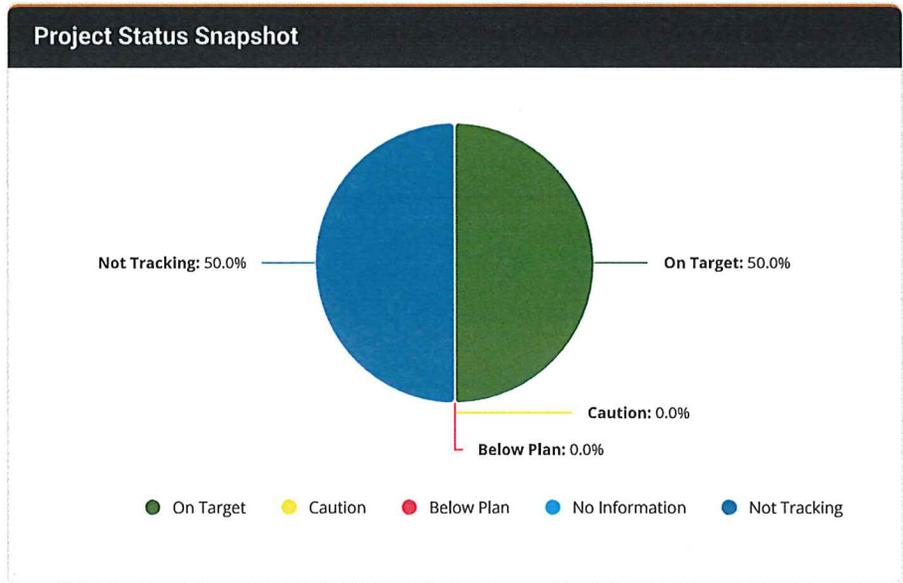
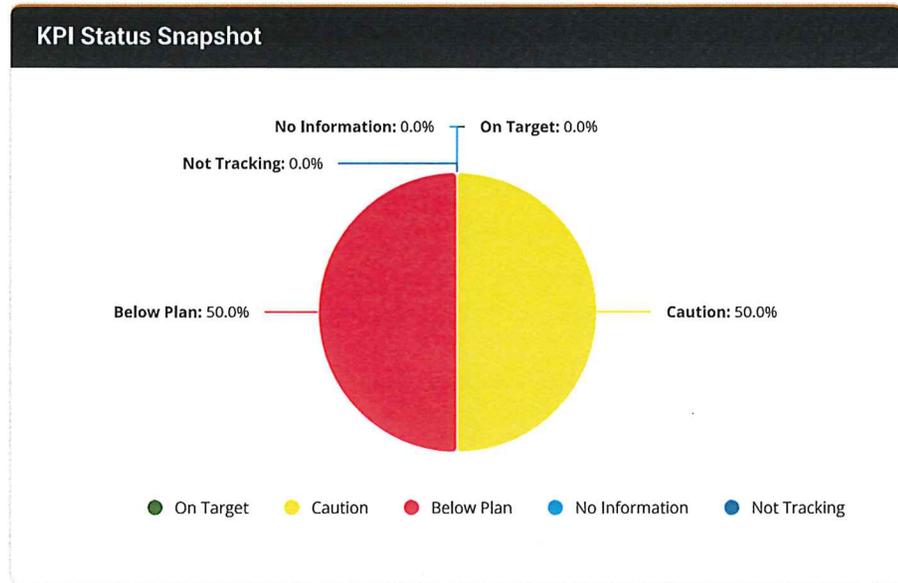
● Actual ● Target

50% of Volunteers attend.
50% of Volunteers attend Appreciation Event

Q1-FY24/25 Q2-FY24/25 Q3-FY24/25 Q4-FY24/25

● Actual ● Target



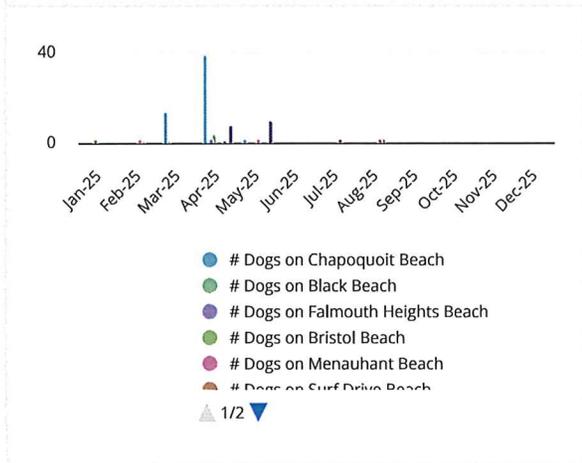


| Projects | Start Date | End Date | Percent Complete | Status Update | Next Steps | Challenges/Barriers |
|--|------------|----------|------------------|---------------|------------|---------------------|
| Reduce the number of incidents involving dogs on beaches during prohibited periods of the year. Marine Environmental Services | 1/1/25 | 12/31/25 | 0 % | | | |

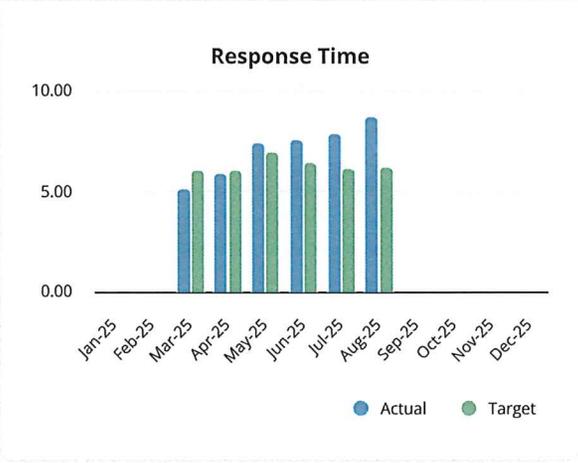
| Projects | Start Date | End Date | Percent Complete | Status Update | Next Steps | Challenges/Barriers |
|--|------------|----------|------------------|---|---|---|
|  <p>Phase 1: Public/private aquaculture expansion Marine Environmental Services</p> | 7/1/19 | 4/30/25 | 100 % | With a contract drafted for the identified contractor, Phase 1 is complete. | Phase 2: Town-wide permitting and engineering of all future potential aquaculture resource areas, including municipal propagation resource areas. This permitting and engineering will include detailed survey work of all potential resource areas and at minimum an Environmental Notification Form (ENF) for MEPA review. | Limited Town staff resources greatly prolonged the time to complete the initial Phase 1 field survey work. |
|  <p>Phase 2: Public/private aquaculture expansion Marine Environmental Services</p> | 5/1/25 | 10/30/26 | 0 % | | | |
|  <p>Conduct a staffing study using response time, workload, crime rate, community needs, and population to determine the appropriate police staffing. Police</p> | 7/1/24 | 3/4/25 | 100 % | Falmouth Police Department Staffing Analysis Report Completed: The report, which assesses workforce needs to ensure adequate personnel and specialization for public safety and operational efficiency, is finalized and under review by the Town Manager. | <p>Develop an Action Plan: Create a prioritized plan to address staffing gaps with clear responsibilities and timelines.</p> <p>Communicate and Implement Changes: Share findings with stakeholders and execute changes like hiring or restructuring.</p> <p>Monitor and Evaluate Outcomes: Track metrics and review progress to ensure alignment with organizational goals.</p> | Secure Funding for Implementation: Identify and allocate budget resources to support hiring, training, or restructuring initiatives outlined in the staffing analysis action plan. |

| Projects | Start Date | End Date | Percent Complete | Status Update | Next Steps | Challenges/Barriers |
|---|------------|----------|------------------|---|------------|---|
| <p>Implement an enhanced traffic enforcement program to reduce the number of motor vehicle crashes. Police</p> | 6/2/25 | 6/30/26 | 0 % | The start of summer 2025 has led to heavier traffic, causing a 9.52% rise in crashes compared to June 2024. | | Typically, the department would boost visible patrols and targeted enforcement, but the personnel usually assigned to traffic duties are occupied with the surge in call volume during the summer season. |

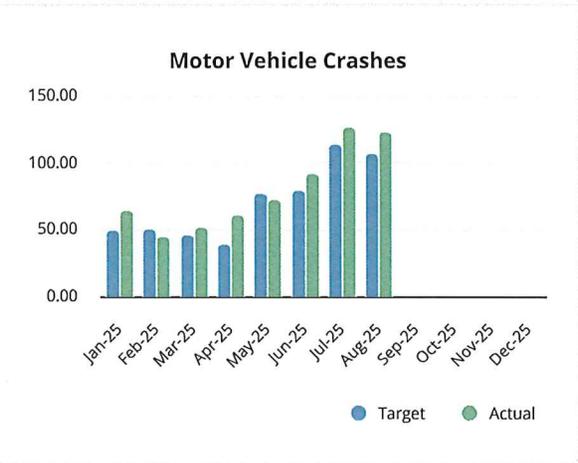
Animal Control Enforcement/Dogs on Town Beaches May1 - October1: Reduce calls for service related to dogs on the beaches by 25%
Animal Control Enforcement/Dogs on Town Beaches May1 - October1: Reduce calls for service related to dogs on the beaches by 25%

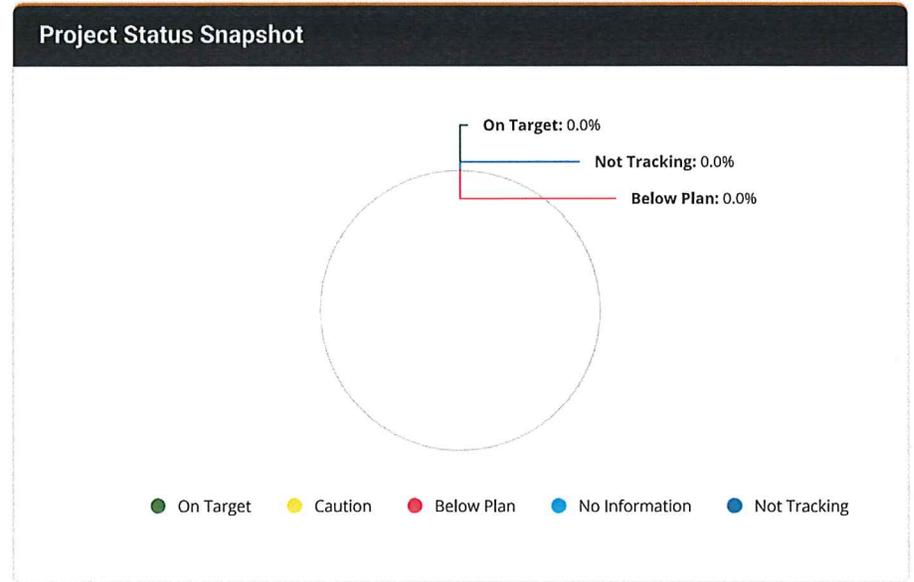
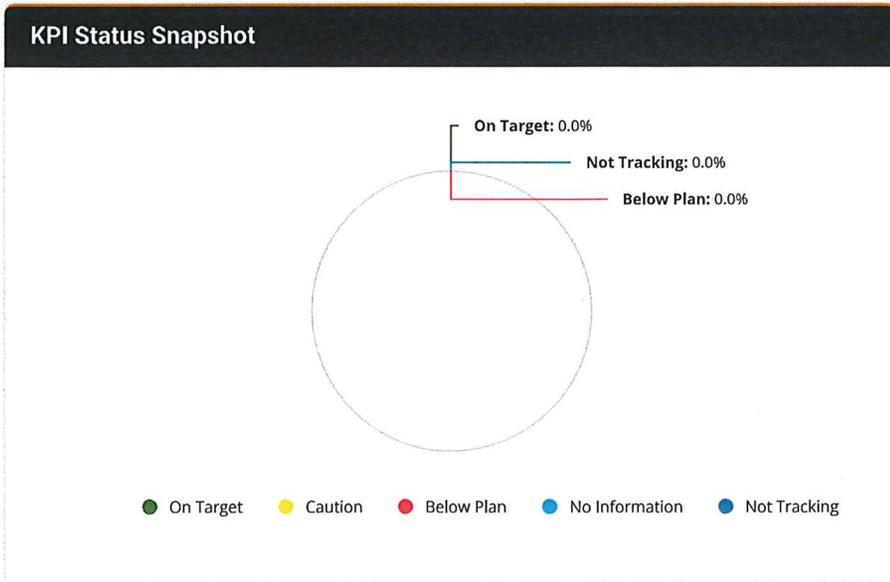


Reduce the average response time (in minutes) for Calls for Service by 5% by June 30, 2025.
Reduce the average response time (in minutes) for Calls for Service by 5% by June 30, 2026.



Utilize education, enforcement, and engineering to improve traffic safety and reduce motor vehicle crashes by 5% by June 30, 2026.
Utilize education, enforcement, and engineering to improve traffic safety and reduce motor vehicle crashes by 5% by June 30, 2025.

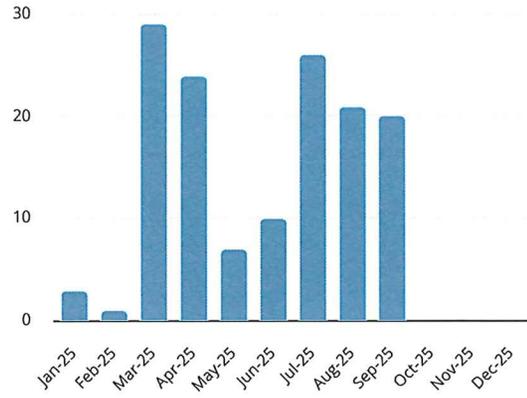




| Projects | Start Date | End Date | Percent Complete | Status Update | Next Steps | Challenges/Barriers |
|---|------------|----------|------------------|---------------|------------|---------------------|
| Increase volunteer engagement in Shellfish & Biological Services Division projects by 5% Marine Environmental Services | 1/1/25 | 12/31/25 | 0 % | | | |

Number of individual volunteers engaged monthly with Shellfish Division projects

Number of individual volunteers engaged monthly with Shellfish Division projects



Goal Owners & Collaborators

Town of Falmouth

| Goals | Owner | Collaborators |
|--|---|--|
|  Increase the Efficiency of the HR Recruitment Process Human Resources |  Susan Lumping (Human Resources) |  Sarah Dec |
|  Increase user satisfaction, and productivity, and measure the effectiveness of the IT Service desk operations Information Technology |  Dawn Lewis (Information Technology) |  Peter Johnson-Staub (Town Manager's Office / Community Services Department Head)  Michael Renshaw (Town Manager) |
|  Enhance operational effectiveness and efficiency. Law Department |  Maura O'Keefe (Law Department) | |
|  Increase efficiency in handling dog calls to service on public beaches Marine Environmental Services |  Paula Cushman |  Gregg Fraser (Marine Environmental Services) |
|  Reduce nitrogen levels within nitrogen-sensitive areas using aquaculture farming best practices Marine Environmental Services |  Christina Lovely |  Paula Cushman  Gregg Fraser (Marine Environmental Services) |
|  Promote community engagement and support of Falmouth shellfish aquaculture and propagation Marine Environmental Services |  Christina Lovely |  Paula Cushman  Gregg Fraser (Marine Environmental Services) |
|  Foster community engagement and equity. Planning |  Jed Cornock (Community Development) | |
|  Enhance housing diversity and affordability. Planning |  Kim Fish (Housing) |  Jed Cornock (Community Development) |
|  Ensure that development is balanced, sustainable, and aligned with community needs and priorities. Planning |  Jed Cornock (Community Development) |  Melinda Tondera (Community Development) |
|  Streamline the regulatory and permitting processes. Planning |  Jed Cornock (Community Development) |  Melinda Tondera (Community Development) |
|  Leverage grants, state/federal funding, and resource acquisition. Planning | | |
|  Improve the quality of life of Falmouth residents by enhancing public safety. Police |  Douglas DeCosta (Police) |  Jeff Lourie (Police) |
|  Enhance community safety through a reduction in motor vehicle crashes. Police |  Douglas DeCosta (Police) |  Jeff Lourie (Police) |

| Goals | Owner | Collaborators |
|--|--|---|
| <p>— Improve operational effectiveness by reducing the time to complete non-emergency work orders. Public Works</p> | <p> Deb Patterson</p> | |
| <p>— Increase department effectiveness by completing capital projects in a timely manner. Public Works</p> | <p> Deb Patterson</p> | |
| <p>— Operations: Develop a Policy & Procedures Manual to provide guidance and direction to the overall effectiveness of the operations. Senior Services</p> | <p> Jill Bishop (Senior Services)</p> | <p> Peter Johnson-Staub (Town Manager's Office / Community Services Department Head)</p> |
| <p>— Outreach: Enhance outreach to Falmouth residents about the programs, resources, and services available. Senior Services</p> | <p> Jill Bishop (Senior Services)</p> | <p> Peter Johnson-Staub (Town Manager's Office / Community Services Department Head)</p> |
| <p>— Volunteering: Recruit, Train, Retain Senior Services</p> | <p> Jill Bishop (Senior Services)</p> | <p> Peter Johnson-Staub (Town Manager's Office / Community Services Department Head)</p> |

Select Board Strategic Plan



FY2023 – FY2027

**Adopted by the Falmouth Select Board on October 24, 2022
Updated per Select Board Vote on October 21, 2024**

Introduction

In accordance with the Town of Falmouth Home Rule Charter, the Falmouth Select Board hereby presents its five-year strategic plan for the Town of Falmouth. During its annual Strategic Planning retreats throughout September and October 2022 the Board reviewed strategic priorities for Fiscal Years 2023-2027.

As it embarks on the work of Strategic Planning, the Board recognizes the importance of setting forth a vision for our community annually and the need to work through our Town Manager to involve the department heads, also receiving input from Town boards and committees in our decision making. There is also the fundamental need to hear from our citizens to gain a better understanding of community priorities. The goals set forth herein reflect this community of varied, comprehensive interests.

In this five-year plan, the Board has established broad policy areas. The goals of each Town Department are expected to be regularly updated and to address all programs and services of our community. Acting through the Town Manager, the Board will communicate its expectations to the Department, Board, Committee or Commission involved in achieving the policy objective. The Board expects that over the course of the five-year planning period, additional goals may be added during plan review or as updated annually as progress is reported by advisory committees and staff.

At the time of this retreat, the Town and the nation are still living with the coronavirus pandemic that continues to disrupt all our lives, requiring adaptation of many municipal operations, and continues to have implications for short-term and long-term plans and priorities. The seven Strategic Priority areas adopted for the FY2023 - FY2027 planning horizon listed in alphabetical order:

- I. Housing
- II. Energy and Sustainability
- III. Financial and Economic Stability
- IV. Health and Public Safety
- V. Management of Coastal/Natural Resources & Infrastructure
- VI. Organizational Effectiveness & Community Engagement
- VII. Water, Water Conservation, Wastewater & Solid Waste Management

The Select Board members recognize that these strategic priorities do not address every area of service provided by the Town of Falmouth. The core values, established for strategic planning purposes, in no way diminish the value and importance of all the services provided by Falmouth's Departments and Divisions. These strategic priorities do involve all staff members and citizens as the Board implements its objectives and will serve as the foundation for the administration of Town government and delivery of services.

It is our hope that all decision makers, including staff, boards, and committees, will embrace these priorities and take positive steps toward achieving our strategic vision for the planning period of Fiscal Years 2023 - 2027.

Falmouth Select Board,
Nancy Robbins Taylor, Chair
Onjalé Scott Price, Vice Chair
Douglas C. Brown
Samuel H. Patterson
Edwin Scott Zylinski

Adopted: October 24, 2022

Revised and Adopted: October 16, 2023
Nancy Robbins Taylor, Chair
Edwin Scott Zylinski, Vice Chair
Douglas C. Brown
Robert P. Mascali
Onjalé Scott Price

As Revised and Adopted: October 21, 2024
Nancy Robbins Taylor, Chair
Edwin Scott Zylinski, Vice Chair
Douglas C. Brown
Robert P. Mascali
Heather M.H. Goldstone

I. Housing

The Select Board has included housing as a specific priority area to signify its importance. Prioritizing creation of housing that is available and attainable to individuals of all income levels including working individuals and families is critical to supporting the hiring and retention of Town staff and maintaining the stability of Town operations. The vitality of the Town is dependent upon a community that is affordable and accessible.

The affordable housing crisis has been exacerbated by an unprecedented and unpredictable housing market as well as by inflation. This crisis requires significant dedication and cooperation among Town staff and community to resolve.

The ongoing goals within this strategic priority area are:

- Continue using the Housing Production Plan as a guide.
- Continue to evaluate Town owned parcels of land for potential development of affordable housing.
- Consider developing a program to purchase deed restrictions on existing properties to be converted on future sale.
- Support Falmouth Housing Authority with renovating existing residential properties by supporting state and federal grant applications.
- Seek methods of addressing housing needs of the so-called “missing middle” which refers to households that have an income that is not high enough to afford market rate housing in Falmouth but whose income is above the 80% of Area Median Income (AMI) threshold applied by the Commonwealth under M.G.L. c. 40B.
- Consider pursuing a residential deed exemption program similar to the one adopted by Vail Colorado, whereby homeowners and real estate buyers/sellers can receive funds in exchange for adding a deed restriction to the property.
- Consider supporting a Planning Board proposal to broaden the scope of the Mixed Residential Commercial Overlay District (MRCOD) to allow greater zoning flexibility for permitting multifamily housing within the designated District.

The specific, actionable goals within this strategic priority area are:

- Prioritize the creation of affordable rental units and add a minimum of 60 deed restricted affordable rental units annually over the course of the next 5 years.
 - The Housing Coordinator should manage this list and conduct a review every 3 months.
- Consider creative and radical solutions to increasing affordable housing options.
 - Housing Coordinator in collaboration with Affordable Housing Committee seek innovate/radical ways to increase housing stock such as addressing ADU bylaw issues/confusion, reviewing strategies implemented by other Cape towns to incentivize developers to build affordable housing, etc.
 - Special focus on researching an Airbnb moratorium.
- Contract with creative contractors to establish innovative ways to increase affordable housing stock through existing infrastructure.

- Prioritize redevelopment of existing parcels and explore programs that would incentivize development of housing options along Main Street.
- The Town Manager to provide regular (monthly/quarterly) updates on LIP (Local Initiative Plan) or other affordable housing related projects and their status. Maintain a minimum balance of \$4 million in the Falmouth Affordable Housing Fund Trust.
- Promote a diversity of housing types targeting different household needs.
- Maximize the number of affordable units included in development on Town-owned land.
- Work with private developers to ensure community needs for affordable housing are met.
- Minimize greenfield development by targeting residential development and redevelopment where it already exists.
- Collaborate both within Falmouth and with neighboring communities and other regional partners to address housing needs and implement related planning processes.

Completed goals within this strategic priority area:

- Consider proposing special legislation to assess a new real estate transfer fee to raise funds for creating new housing opportunities.
- Update Local Initiative Program (LIP) guidelines and procedures with input from ZBA, Planning Board, Affordable Housing Committee to facilitate development of affordable housing.

II. Energy and Sustainability

The Board will pursue conservation of vital resources with an eye to renewables and efficiencies. The Board is committed to raising awareness of energy conservation opportunities that provide financial and environmental benefits to the community.

The ongoing goals within this strategic priority area are:

- Pursue and promote energy efficiency in existing and new building construction.
- Promote and provide infrastructure to support electric vehicles.
- Continue to investigate viability of electric vehicles when replacing municipal vehicles.
- Explore & implement alternative energy Town-wide.
 - Solar:
 - Explore municipal and school sites for rooftop, ground mount, and carport canopies
 - Explore community solar opportunities with private or non-profit solar developers
 - Encourage private land and property owners to install solar
 - Wind:
 - Consider well-planned, appropriate wind power
- Enhance and promote efforts to improve composting and recycling practices.

- Explore a municipal composting program through private/public partnerships or through a regional approach.
- Continue ESCO and related programs – i.e., building upgrades to improve energy efficiency.

The specific, actionable goals within this strategic priority area are:

- Explore partnerships with outside entities to identify proactive ways to encourage electric grid modifications through modernization.

Completed goals within this strategic priority area from previous Strategic Plan:

- Manage disposition of municipal wind turbines in compliance with applicable procurement law.
- Hire a Sustainability Coordinator as voted at Town Meeting.

III. Financial and Economic Stability

In this five-year planning period, the fiscal health of our operations and community remains a strategic priority for the Town of Falmouth as we face the continued challenges of high inflation, increasing housing costs and a declining supply of qualified workers for municipal positions.

Among the Town's financial goals are to promote long-term financial stability of Town operations through sound financial planning and practices. The Town will be positioned to sustain essential services through economic downturns by continuing conservative revenue assumptions and disciplined budgeting. These sound financial practices allowed us to retain the Town's 'AAA' bond rating – the highest available bond rating. This bond rating upgrade saves taxpayers money every year by reducing borrowing costs and it represents an independent third-party validation of the quality of the Town's management practices. The Town's ongoing Capital needs and wage pressure caused by the declining population of working age individuals in the region remains a pressing fiscal concern.

The Town has been fortunate to be able to increase staffing levels to address targeted service needs in the past several years supported by sustainable, recurring revenues. This broad strategic priority area will influence decisions made about public safety, education and other important direct services such as community planning, housing, historic preservation, recreation, visitor resources, human services, elder services, and the increase in food insecurity and mental health issues.

The ongoing goals within this strategic priority area are to:

- Promote long-term financial stability of Town operations.
- Review and publicize long-term capital plan and promote funding strategy for capital; needs including town and school facilities report.
- Continue to prepare a Comprehensive Annual Financial Report each year.
- Continue working with the School Department to create a sustainable financial plan.
- Continue program budgeting and move toward full costing of services.
- Continue collaboration with School Department to complete facility and efficiency upgrades.
- Respond to fiscal impacts related to market volatility, increase in population working remotely and inflation, and explore new grant and revenue opportunities.
- Monitor appropriate grant opportunities and procedures for submitting and tracking grant applications.
- Support opportunities to generate additional funds for community housing.
- Support development of improved high speed internet service.
- Plan for use, development or disposition of Town properties including but not limited to the Emerald House properties, Andrews Farmhouse, 300 Dillingham Ave, and the former Water Department Offices and storage facility on Palmer Avenue.
- Develop a policy and plan to address traffic, parking, and transportation needs.
- Support business and community development to promote a vibrant local economy.

- Explore ways to enhance the collaborative process between the Town Manager’s Office, Finance Department, and School Superintendent in the development of the School Department budget.

The specific, actionable goals within this strategic priority area are:

- Implement the integrated financial management system approved by Town Meeting.

Completed goals within this strategic priority area from previous Strategic Plan:

- Improve coordination of planning, permitting, and preservation functions.
- Improve permitting environment to be more user-friendly to the applicant.
- Increase water rates to generate funds needed for a comprehensive annual water main replacement program.
- Support Finance Department implementation of a carefully crafted tax lien program to collect past due taxes without putting any year-round residents at risk of homelessness.

IV. Health and Public Safety

Public Health and Safety are fundamental governmental functions. In this priority area the Board will develop goals to address emerging public health issues and issues of concern related to substance use disorders and the opiate use epidemic in our Town and nation. The Town will focus on efforts to efficiently use our limited staffing and budgetary resources to sustain a high quality of public safety and improve accessibility in the Town of Falmouth.

The ongoing goals within this strategic priority area are:

- Monitor and address emerging public health issues.
- Continue to enhance public safety services town wide.
- Provide quarterly statistics related to ongoing opioid initiatives to measure our effectiveness in addressing the issue.
- Review response data and analysis to evaluate effectiveness of fire station staffing model to best serve the entire Town of Falmouth.
- Support improved efficiency of police and fire operations and consider future expanded services within available resources.
- Commit to staffing West Falmouth fire station.
- Continue to collaborate among Town departments to respond to substance use crisis including opiate use.
- Consider land acquisition and funding for new replacement Fire station based on a six-fire station model based on the McGrath consultant study, recommendations of the Future Fire Stations Citizens Advisory Committee and public input to evaluate potential locations for this new fire station to serve the entire town more effectively.
- Continue to review and update Local Emergency Management Plan.
- Explore possibility of adding ambulance bay to West Falmouth Fire Station.

The specific, actionable goals within this strategic priority area are:

- Complete a staffing study of the Police Department in FY26.
- Complete a feasibility and site selection process for the new Falmouth Police Facility.
- Explore the implementation of a K-9 Program within the Police Department.
- Collaborate with local and regional organizations providing treatment and support to those impacted by opioid epidemic.
 - The Health and Human Services Department, in collaboration with other appropriate departments, identify gaps in services offered within the Town and options for filling the gaps. Recommendations for funding to be presented in preparation for the FY25 budget.
- Commit to a full-time six-fire station model.
 - The Select Board will work to create a budgetary plan to support six fire stations.

Completed goals within this strategic priority area from previous Strategic Plan:

- Pursue funding for design and construction of new fire station.
 - The funds for the Hatchville Fire Station have been appropriated, and design and construction are on schedule.

- Pursue opportunities to improve hiring process for police department including removal from civil service and the procedures that will replace civil service hiring.
 - Town Meeting approved the removal from Civil Service, we are awaiting the legislative vote.
- Provide Licensed Social Workers (LSW) to the Falmouth Police Department (FPD) to assist on calls related to mental health, substance use disorder, and people without housing.
 - The FPD will convert 2 patrol officer positions to Licensed Social Workers during FY223. For FY25 and beyond, the Select Board will: 1) add the 2 Patrol Officer positions back into the FPD budget, and 2) retain at least 2 LSW positions in the FPD budget.
- Actively support the Town's vote to remove FPD from Civil Service.
 - The Select Board will support the passing of this legislation through letter writing or any other appropriate means

V. Management of Coastal/Natural Resources & Infrastructure

Falmouth's waterfront amenities and natural and enhanced coastal resources are the cornerstone of our cultural identity and financial foundation. The Select Board's decision-making will be guided by the principle that clean and welcoming coastal resources and our marine environment are core values and strategic public infrastructure must be protected. The resiliency of our coast and our infrastructure is a driver of our Strategic Plan and community decision making process.

The ongoing goals within this strategic priority area are:

- Continue to pursue Community Rating System.
- Continue to implement municipal shellfish management plan.
- Dredging:
 - Explore alternatives to increase annual dredging.
 - Consider financial implications of permitting dredging in areas that have not been dredged on a regular basis in the past.
 - Support regional efforts to improve dredging resources and opportunities including legislation that reduces time of year restrictions.
 - Continue annual dredging and associated permitting to maintain channels and harbors.
- Survey curb cuts at beach and harbor entrances and parking lots.
- Incorporate accessibility improvements in conjunction with any sidewalk or pavement improvements.
- Consider construction of barrier reef to protect Nobska Point.
- Evaluate the feasibility and cost of elevating sections of Surf Drive.
- Develop a plan to protect water quality of freshwater ponds. Assign responsibility for evaluating causes and implementing solutions. Conduct detailed evaluation of sea level rise and storm threats to additional areas of Town similar to what was done for Surf Drive.
- Evaluate low lying roads and consider actions to mitigate problems identified.

The specific, actionable goals within this strategic priority area are:

- Develop a plan to prioritize and protect public infrastructure and to inform private development.
- Coastal Resiliency Specialist will evaluate the Surf Drive adaptation pathways outlined in the Coastal Resiliency Planning for Surf Drive report and prepare recommendations.
- Review, discuss and adopt Coastal Resiliency Action Plan on recommendation of Coastal Resiliency Action Committee.
- Develop beach improvements and 10-year Beach Management Plan.
- Prioritize and plan for repairs to aging coastal structures, such as docks, ramps and retaining structures.
- Prioritize, plan, and manage needs of non-waterways coastal structures, such as parking areas, bridges, bikeways, Trunk River sewer, etc. and other non-waterways retaining structures.
- Explore a policy modeled after Chatham to require recurring beach nourishment to compensate for coastal structures.

- The Town Manager and Coastal Resiliency Specialist will be active members of the Resilient Woods Hole Steering Committee.

Completed goals within this strategic priority area from previous Strategic Plan:

- Assess feasibility of installing accessible mats where they are not already in place.
 - Some mats have been purchased
- Consider hiring a Coastal Resiliency Coordinator (or similar position) for FY25

VI. Organizational Effectiveness & Community Engagement

The Select Board will encourage continued evaluation of the Town's organizational effectiveness. We will evaluate our own effectiveness in serving the community in our role as the Select Board and we will encourage ongoing assessment of all Town functions and services including those performed by municipal staff and volunteer committee members¹. We take pride in knowing that Falmouth community members benefit from a wide array of high-quality municipal services, and we acknowledge there is always room for improvement.

This goal also involves creating a public participation process so the Select Board can better understand and inform the Falmouth community. The Board recognizes there is already a high level of community engagement in Falmouth. We all benefit from the fine work of the talented individuals who serve as Town Meeting members and who volunteer their service on our many boards and committees. We seek to build upon that strength by engaging with the community and department heads in new ways. We acknowledge the valuable public communications provided by FCTV and other local media. By doing so, we hope to better serve the diverse members of our community.

The ongoing goals within this strategic priority area are:

- Support volunteer board and committee members in their work.
- Evaluate needs of committees, assessing any significant unmet needs that might be addressed with available resources.
- Maintain a fixed schedule for the calendar year for committee reports to the Select Board to provide more advance notice and increase the number of committee reports received each year. Where in person meeting is not feasible, a written report may be substituted.
- Continue to receive reports from department heads through the Town Manager.
- Continue to hold staff appreciation/interaction events.
- Receive quarterly department reports including quantitative overview and some explanatory narrative.
- Evaluate permitting system on recurring basis.
- Maintain citizen confidence in the Select Board and Town leadership by providing a vision of Falmouth over time.
- Maintain a 'Recognition' item as a routine item on Select Board agendas to celebrate individuals, staff and groups for noteworthy contributions to the community.
- Expand use of website and 'notify me' function to notify the public of matters of interest.
- Discuss status of Transportation Committee which does not have a quorum of appointment members.
- Maintain municipal facilities to preserve the value of the assets and provide a good working environment for staff.
- In the absence of a DEIB Officer, seek out resources to assist the Town in consciously practicing diversity, equity, and inclusion in decision-making and community engagement.

¹ Throughout the Strategic Plan we will use the generic term "committee" to refer to boards, committees and commissions.

The specific, actionable goals within this strategic priority area are:

- Develop training video for committee members on open meeting law, ethics, and role of committee members relative to staff.
- Host meeting with committee chairs to discuss annual schedule and how the Board can support the committees in their work.
- Make municipal services (specifically the Town website) easier to navigate for the public.
- Fill Town staff vacancies
 - Especially Director of Finance and DEI Officer.
- Support departments
 - Conduct departmental assessment or audit to allow the Select Board and Town Manager to assess each department's strengths and weaknesses, where departments need support, etc.
- Support and show appreciation to volunteer committees, boards, and commissions
 - Reinstitute annual potluck social
 - Explore designating one staff person to serve as resource to committee chairs and members with questions and concerns about committee protocols
- Increase general community engagement with the Town
 - Continue to hold two Community Engagement Forums each year including one in the summer months when seasonal residents are in town.
 - Consider potential action items based on feedback received at Community Engagement Forums.
 - Continue engaging/communicating with non-municipal entities (Woods Hole scientific institutions, CCHC, JBCC, etc.)
 - Encourage Chief of Police to consider re-establishing community policing with Police Department resident assigned to each village association subject to available staffing.
 - Consider providing more funding to televise more community meetings.
- Conduct a comprehensive evaluation of the condition of municipal facilities including cost estimates for needed improvements.
- Adopt an organization mission, vision, and values statement.
- Conduct a DEIB Readiness Survey for all employees to provide input anonymously.
- Provide DEIB training for the management team and then for all employees, tailored to the findings of the Readiness Survey.
- Review Town policies, procedures, and job descriptions and update as necessary according to DEIB best practices.
- The Human Resources Director will continue to participate in the Falmouth Community DEI Coalition.
- Continue to host a Town Pride Celebration during Pride month.
- Continue to support International Persons with Disabilities Day sponsored by the Commission on Disabilities.
- Support Falmouth Juneteenth celebrations and activities.

Completed goals within this strategic priority area from previous Strategic Plan:

- Develop orientation for Select Board members.
 - An onboarding packet was created, further 'orientation' options can be explored.

- Promote updated Committee Handbook by distributing copies and requiring acknowledgement of receipt.
- Implement online permitting system.
- Pursue expedited parallel processing and other process improvements to reduce time required for approval of permits.
- Strive to provide preliminary feedback to permit applicants earlier in the review process.
- Provide frequent updates regarding new developments related to coronavirus pandemic and take timely appropriate action to address challenges and opportunities.
- Reduce the length of Select Board meetings by adding times to each agenda item and communicating time limits to invited participants.
- The Town Manager and Human Resources Director vacancies have been filled.

VII. Water, Water Conservation, Wastewater & Solid Waste Management

By comprehensively and effectively managing our water and wastewater needs and operating systems, Falmouth will improve water quality, protect public health, and enhance the Town's economic vitality. If managed and planned for properly, we can offer our residents, visitors and future generations healthy water and sustain property values and our vibrant economy.

This planning period will focus on the management of potable water consumption to meet peak seasonal demand, and expansion of the sewer service system. Recent system improvements, planned for more than twenty years, will improve potable water quality and natural water resources, and may require necessary increases in staffing and resources to support operations.

This period will include an upgrade to the wastewater treatment facility on Blacksmith Shop Road and an expansion of the sewer collection system to include the Great Pond and Green Pond areas. This expansion will require decisions related to additional discharge site locations to manage the increased wastewater effluent flows associated with this increase in the number of properties connected to the sewer system. The careful implementation of these programs and ongoing quality control will be the hallmark of the long-term success of these important water quality projects.

The ongoing goals within this strategic priority area are:

- Evaluate Town wide strategies for addressing water conservation and to mitigate water pressure concerns including the encouragement of private wells for irrigation purposes.
- Explore new sources for additional water supply opportunities.
- Minimize disruptive work; scheduling maintenance/repairs in 'off season'.
- Develop long-range plan for solid waste management.
- Continue managing Upper Cape Regional Transfer Station.
- Enhance and promote efforts to improve composting and recycling practices.
- Continue to monitor water quality of all potable water sources.
- Explore enterprise account for water system.

The specific, actionable goals within this strategic priority area are:

- Implement Comprehensive Wastewater Management Plan
 - Manage and evaluate the implementation of CWMP and construction of sewer service area.
 - Implement, develop, and promote funding plan for CWMP including regular review and update of sewer rates.
 - Determine discharge sites or methods to implement CWMP.
 - Develop long-range plan for coastal ponds and waterways utilizing knowledge gained from CWMP.
 - Explore new methods to improve water quality for inland ponds.
 - Plan and implement Stormwater Management Plan in compliance with EPA regulations. Prioritize improvements in locations where there is currently direct discharge into waterways.

- Monitor and provide input to the Town representative to the Cape Cod & Islands Water Protection Fund Management Board.
- Consider a program to require nitrogen reducing septic systems (AKA Innovative/Alternative systems) to protect freshwater ponds.
- Ensure continual supply of quality drinking water and adequate water pressures.
 - Replace larger sections of existing water mains: Connect loops to help with water quality and fire suppression pressure.
- Develop water conservation programs designed to reduce water consumption by 10% by FY27.
- Pursue regionalization in water, wastewater, and solid waste management.

Completed goals within this strategic priority area from previous Strategic Plan:

- Secure funds to install treatment required to bring Fresh Pond well back online.
- Evaluate options for collection and disposal of solid waste prior to negotiating a successor contract, including provision of totes for residential curbside collection of trash and/or recyclables.



Item: 3.j.

ITEM REPORT

To: Town of Falmouth Select Board

Submitted By: Mike Renshaw, Town Manager

Meeting Date: November 3, 2025

Department/Office: Town Manager/Select Board

Item Name: Discuss the Town of Brewster's Preschool Family Support Program (15 minutes)

Purpose:

The Select Board will discuss the Town of Brewster's Preschool Family Support Program.

Background/Summary:

- The Town of Brewster launched its Preschool Family Support Pilot Program in 2024, funded with an initial \$250,000 appropriation by voters at the May 2024 Town Meeting.
- Approximately 70 Brewster families received financial support in the first year of the program.
- In FY26, May Town Meeting again appropriated \$250K from available overlay funds for the program.
- Brewster's program will provide up to \$3,000 in funding for families with children ages 3 or 4 years old to help cover the costs of preschool services by a certified childcare provider.
- According to the Town of Brewster website, in 2025 up to 80 families may be eligible to receive this financial support.

Recommended Actions:

Department Recommendation:

This item is for discussion purposes only, and no formal action is being requested of the Select Board.

Options:

N/A

Town Manager's Comments:

This item is for discussion purposes only, and no formal action is being requested of the Select Board.

Budget:

Applicable? (yes or no):

No

Budgeted? (yes or no):

| Fund | Dept. | Acct No. | Budget | Balance | Requested | Remaining |
|-------------|--------------|-----------------|---------------|----------------|------------------|------------------|
|-------------|--------------|-----------------|---------------|----------------|------------------|------------------|

Finance Director's Comments (if applicable):

N/A

Attachments:

1. Brewster Program Overview 2025
2. Brewster Preschool Family Support Program Application
3. Brewster Preschool Family Support Required Docs



Town of Brewster Preschool Family Support Program

Program Overview

Program Background & Purpose:

The Town of Brewster, through its Select Board, is pleased to continue the Brewster Family Support Program for a second year. A \$250,000 appropriation was approved by voters at the May 2025 Town Meeting to continue to fund the program for FY26. Brewster's program will provide up to \$3,000 in funding for families with children aged 3 or 4 years old to help cover the costs of preschool services by a certified childcare provider.

There are no income eligibility standards for this program, but the Town will collect basic demographic data from program participants. The program will be administered by a third-party provider, Bailey Boyd Associates.

Approximately 80 families will be eligible to receive this financial support this first year. If the number of applications received exceeds the available funding, a lottery will be held.

The Town of Brewster is proud to offer this program and looks forward to receiving your application.

Questions? For questions about the application, please contact the Program Administrators at Bailey Boyd Associates: Cassie Boyd Marsh: (508) 430-4499 x1 cboyd@baileyboyd.com OR Carol Bergen: (508) 430-4499 x5 cbergen@baileyboyd.com For questions about the program, please contact the Town of Brewster: townmanager@brewster-ma.gov

Program Eligibility:

Applicants must meet the following criteria to participate:

- The household must reside in the Town of Brewster
- The participating child must be 3 or 4 years old on August 31, 2025.
- The household must complete and submit an application with required supporting documents by **Friday, August 29, 2025, at 4 pm.**

Program Guidelines:

- Successful applicants will receive up to \$3,000 for their 3-4-year-old child, paid directly to their childcare provider in reimbursement for billed monthly attendance. Eligible childcare providers must hold a valid license with appropriate insurance and submit documentation before participating.
- If the number of applications received exceeds the available funding, a lottery will be held the first week of September and all applicants will be notified of the results.
- The program will operate from September 2025- June 2026. Allocated funds must be utilized & billed during this period.
- Participating children who are 3 years old on August 31, 2025 will be automatically eligible in Year 3 of the program (starting September 2026), pending verification of residency at the beginning of the Year 3 program.
- Funding is limited to one child per family.
- If a participating child is receiving another form of childcare subsidy or voucher, Town of Brewster funds must be utilized first. Once the Brewster funds have been fully billed, other subsidies may commence. Children currently receiving the Massachusetts Early Education & Care Voucher are not eligible for this program.



Town of Brewster
Preschool Family Support Program

Family Application

Please complete one application per family. Completed applications & supporting documents can be submitted to the Town of Brewster Dropbox in an envelope labeled 'Family Support Program' outside Brewster Town Hall, 2198 Main Street, or sent via email or postal mail to Carol Bergen, Bailey Boyd Associates at cbergen@baileyboyd.com P.O. Box 1657, Provincetown, MA 02657. Applications & supporting documents are due by **Friday, August 29, 2025, at 4 pm**. For additional information & program guidelines, please see the Program Overview.

Questions? For questions about the application, please contact the Program Administrators at Bailey Boyd Associates: Cassie Boyd Marsh: (508) 430-4499 x1 cboyd@baileyboyd.com OR Carol Bergen: (508) 430-4499 x5 cbergen@baileyboyd.com For questions about the program, please contact the Town of Brewster: townmanager@brewster-ma.gov

FAMILY INFORMATION:

Name(s) of Parent(s) or Legal Guardian(s): _____

Name of Eligible Child: _____ Date of Birth: _____

Street Address: _____

Mailing Address (if different): _____

Phone Number: _____ Email Address: _____

CHILDCARE PROVIDER INFORMATION: *Providers must be licensed & willing to participate in this program.*

Name of Childcare Program: _____

Address of Program: _____

Program Contact Person: _____ Email Address: _____

Child's Attendance Schedule- Days & Hours/Week: _____

Is the child listed above receiving any other childcare subsidies or vouchers? If yes, please list the source(s) _____

Please continue the application on Page 2.

DEMOGRAPHIC INFORMATION: *There is no income qualification process for this program, however the Town would like to collect basic income & demographic information from applying families as part of the Program.*

Household Size (# of Persons): _____ Approximate Household Annual Income: \$ _____

Monthly Childcare Expenses: \$ _____

Please provide current employment information for each parent/guardian in the household, including all jobs held over the year. If additional space is required, please use the back of the page or attach additional pages.

Parent/Guardian 1: Employed Not Employed

Employment/Job Type: _____ Job Location (Town): _____

Sector/Industry (i.e. Education, Health Care, Hospitality, etc.) _____

Is this position full-time, part-time, seasonal? _____

Employment/Job Type: _____ Job Location (Town): _____

Sector/Industry (i.e. Education, Health Care, Hospitality, etc.) _____

Is this position full-time, part-time, seasonal? _____

Parent/Guardian 2: Employed Not Employed

Employment/Job Type: _____ Job Location (Town): _____

Sector/Industry (i.e. Education, Health Care, Hospitality, etc.) _____

Is this position full-time, part-time, seasonal? _____

Employment/Job Type: _____ Job Location (Town): _____

Sector/Industry (i.e. Education, Health Care, Hospitality, etc.) _____

Is this position full-time, part-time, seasonal? _____

In signing this application I/we certify that all information given for the purpose of participating in the Brewster Preschool Family Support Program is true to the best of my/our knowledge.

Signature of Parent or Legal Guardian

Date



Town of Brewster **Preschool Family Support Program**

Required Documents

The following documents are required to participate in the Brewster Preschool Family Support Program. Completed applications & supporting documents can be submitted to the Town of Brewster Dropbox in an envelope labeled 'Family Support Program' outside Brewster Town Hall, 2198 Main Street, or sent via email or postal mail to Carol Bergen, Bailey Boyd Associates at cbergen@baileyboyd.com P.O. Box 1657, Provincetown, MA 02657. Applications & supporting documents are due by **Friday, August 29, 2025, at 4 pm.**

For additional information & program guidelines, please see the Program Overview.

REQUIRED DOCUMENTS:

- **Completed, signed application**
- **Copy of birth certificate for the child(ren) named on the application**
- **Proof of legal guardianship (if applicable)**
- **Residency documentation. Please provide one of the following documents:**
 - Copy of mortgage statement
 - Copy of lease/rental agreement
 - Copy of Brewster town tax bill
 - Copy of voter registration in Brewster

All applicants will receive confirmation that their application has been received, sent via email to the address provided in the family application. All applications will be processed in the week following the application due date, at which time additional information may be requested. If the number of applications exceeds the available funding, a lottery will be held, and all applicants will be notified of the results.

Questions? For questions about the application, please contact the Program Administrators at Bailey Boyd Associates: Cassie Boyd Marsh: (508) 430-4499 x1 cboyd@baileyboyd.com OR Carol Bergen: (508) 430-4499 x5 cbergen@baileyboyd.com For questions about the program, please contact the Town of Brewster: townmanager@brewster-ma.gov



Item: 3.k.

ITEM REPORT

To: Town of Falmouth Select Board

Submitted By: Mike Renshaw, Town Manager

Meeting Date: November 3, 2025

Department/Office: Town Manager/Select Board

Item Name: Update on police station site location process (5 minutes)

Purpose:

The Town Manager will deliver a brief update to the Select Board concerning the work of the Police Facility Advisory Committee (PSAC) to identify additional sites to recommend in addition to the current recommended site of 484 Brick Kiln Road across from Falmouth High School.

Background/Summary:

- The PSAC, along with consultants Vertex (Owner's Project Manager) and Tecton (architect and engineering) has been meeting since February 2025 in order to review existing Town-owned parcels that would meet multiple criteria for the siting of a new 21st century police facility.
- At a community meeting held on September 25, the PSAC presented information on its parcel review process, and also indicated its recommendation for the use of a 5-acre portion of the parcel at 484 Brick Kiln Road, near both the High School and the future YMCA facility (the PSAC had previously voted to recommend this site at its public meeting held on September 5).
- It has been proposed that the portion of the parcel on which the approximately 48,000 sq. ft. facility (including outbuilding) would be located is about 1,500 feet north of Long Pond, the Town's primary surface water supply; the parcel lies within Zone B of the Falmouth Surface Water Supply Protection District.
- Following the September 25 community meeting, a second community meeting was held on October 28.
- During this meeting, which had significantly more community member attendees, the majority of the public comments that were given expressed concern over the placement of the facility on the site at 484 Brick Kiln Road; it should be noted that in the weeks preceding the October 28 meeting the Select Board also received multiple emails from concerned members of the community urging not to place the facility near Long Pond.
- Based upon the feedback from the Select Board and significant input from the community advising not to place the facility near Long Pond, the Town Manager

requested that the PSAC consider developing additional site recommendations for the Select Board to consider.

- The PSAC is currently evaluating and conducting a due diligence site investigation on a 12.3 acre site (5 acres developable) located adjacent to the Hatchville Fire Station at 888 Sandwich Road; this site had not previously been examined and could potentially involve the need to relocate a recreation field.
- A second alternative site, 100 Brick Kiln Road (the Augusta property), had previously been examined by the PSAC team, however it was not recommended at the time due to concerns identified in regard to potential deed restrictions for open space, water resource protection, and recreation; these and other issues are now being further evaluated by the PSAC with the assistance of Town Counsel.
- The Select Board is planning to convene a called meeting on Thursday, November 13 at 5:00 PM at Town Hall for the purpose of reviewing these additional sites and considering the approval of one of the sites in advance of Town Meeting on November 17 (Town Meeting will consider the approval of funds for the design and engineering of the facility through construction bid documents).

Recommended Actions:

Department Recommendation:

This item is for discussion and information purposes only, and no Board action is requested.

Options:

N/A

Town Manager's Comments:

This item is for discussion and information purposes only, and no Board action is requested.

Budget:

Applicable? (yes or no):

No

Budgeted? (yes or no):

| Fund | Dept. | Acct No. | Budget | Balance | Requested | Remaining |
|-------------|--------------|-----------------|---------------|----------------|------------------|------------------|
|-------------|--------------|-----------------|---------------|----------------|------------------|------------------|

Finance Director's Comments (if applicable):

N/A

Attachments:

None