

TOWN OF FALMOUTH
BOARD OF SELECTMEN
REVISED AGENDA
MONDAY, AUGUST 6, 2018 – 6:30 P.M.
SELECTMEN'S MEETING ROOM
TOWN HALL

6:30 p.m. OPEN SESSION

6:30 p.m. EXECUTIVE SESSION

1. M.G.L. c.30A s.21(a)(3) – Vote to Affirm Collective Bargaining Agreement with Police Patrol Officers

7:00 p.m. OPEN SESSION

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

7:15 p.m. SUMMARY OF ACTIONS

1. Licenses
 - a. Approve Application for One-Day Liquor License – Samaritans on Cape Cod & the Islands – Bocce Tournament – Falmouth Academy – Saturday, 9/22/18
 - b. Approve Application for One-Day Liquor License – Quicks Hole Taqueria Parking Lot, 6 Luscombe Avenue, Woods Hole – Take Back the Beach Ball Event – Sunday, 9/16/18
2. Administrative Orders
 - a. Vote to Approve Temporary Shellfish Regulations for Event During National Estuaries Week in September
 - b. Vote to Accept a Donation from the Falmouth Human Services Department in the Amount of \$1,500 to the Falmouth Police Department Donation Account to Furnish a Mobile “Hidden in Plain Sight” Trailer
 - c. Vote to Accept a Donation from the Teaticket Civic Association in the Amount of \$500.00 to the Veterans Donation Account
 - d. Vote to Accept Donations amounting to \$500.00 from Robert & Susan Catalano on behalf of Compassionate Care ALS to the Beach Department Donation Account
 - e. Vote to Approve Payment from the Beach Department Donation Account in the Amount of \$500.00 for the “Dare to Be Great” Award
 - f. Vote to Approve Payment from the Beach Department Donation Account in the Amount of \$2,750.00 to Life Support Systems for an AED
 - g. Vote to Approve Payment from the Library Donation Account to Library Store Inc. in the Amount of \$988.51 for Children’s Room Shelving
 - h. Vote to Approve Payment from the Library Donation Account to Crane Corp. in the Amount of \$909.99 for a Refrigerator to be Used for the Summer Food Service Program
 - i. Vote to Approve Application to Community Preservation Committee from the Recreation Department for Community Preservation Funds to Renovate Tennis Courts at Lawrence School
 - j. Vote to Approve Application for Massworks 2018 Navigational Dredging Pilot Program Grant
3. Special Events

Recurring - Recommended:

 - a. Main Street Mile – Falmouth Track Club – Village Green to Surf Drive Beach – Sunday, 9/9/18
 - b. Falmouth Dream Cruise – Falmouth Classic Car Club – Close 2/3 of Shore Street Ext. – Saturday, 9/15/18

New - Recommended:

 - a. Beach Wedding Ceremony – Turner – Old Silver Beach – Saturday, 8/25/18
 - b. Take Back the Beach Ball – Elizabeth Colt – Quicks Hole Taqueria, 6 Luscombe Avenue – Sunday, 9/16/18
 - c. Anything but a Boat – Shelly Dawicki – NOAA – Great Harbor Beach (“Garbage Beach”), Woods Hole, Sunday, 9/16/18

PUBLIC HEARINGS

7:30 p.m.

1. Wetlands Hearing – Steven Balas, Michael Kachadoorian, #64 and Lot 77 Muskegat Road, East Falmouth – Proposed Ramp and Float – Eel Pond

7:45 p.m.

2. Application for New Wine, Malt and Cordial Liquor License – Fontelux Hospitality Systems, LLC d/b/a Palmer House Inn, 81 Palmer Avenue, Falmouth

7:55 p.m.

3. Flow Neutral Bylaw – Evaluation of Request for Variance – Town of Falmouth, Falmouth Senior Center, adjacent to Gus Cauty Recreation Center at 744 Main Street, Falmouth (parcel 39 21 001 000)

8:05 p.m. BUSINESS

1. Presentation – Cape Cod Young Professionals – Lauren Barker
2. Senior Center Building Committee Update
3. Authorize Request for Proposal to Lease Andrews Farm Property
4. Application for Vista Pruning – Gisele Dionne on Behalf of Eastwind Village, 153 Jericho Path, Falmouth
5. Sign Variance – Off-Premise Educational Signs Regarding Recycling and Litter – Solid Waste Advisory Committee and Department of Public Works
6. Vote Terms for Members Appointed to the Shellfish Advisory Committee
7. Discuss and Vote Request for Waiver of Building Permit Fees for FCTV Facility Expansion at 310 Dillingham Ave.
8. Review/Adopt FY2019 – FY2023 Board of Selectmen Strategic Plan
9. Minutes of Meetings:
Public Session – July 23, 2018
Executive Session – July 23, 2018
Vote to Release/Not to Release Minutes of Executive Sessions
10. Individual Selectmen's Reports
11. Review of Town Manager's Report
12. Review and/or Discuss Correspondence Received

Susan L. Moran, Chairman
Board of Selectmen

2018

License Alcoholic Beverages

18-26-WM

Fee:

25

The Licensing Board of
The Town of Falmouth
Massachusetts
Hereby Grants a

Special License For The Sale of Wine & Malt Beverages

License to Expose, Keep for Sale, and to Sell

Wines and Malt Beverages

To Be Drunk On the Premises

To Samaritans on Cape Cod and Islands, Inc.

Falmouth Academy
7 Highfield Drive, Falmouth

On the following described premises:

Falmouth Academy, 7 Highfield Drive, Falmouth

THE ABOVE NAMED PROFIT OR NON PROFIT ORGANIZATION IS HEREBY
GRANTED A SPECIAL LICENSE FOR THE SALE OF WINE AND MALT BEVERAGES
ONLY, TO BE DRUNK ON THE PREMISES.

This license is valid from the 22nd day of September 2018 until the 22nd day of
September 2018, unless earlier suspended, cancelled or revoked.

The hours during which Alcoholic Beverages may be sold are from:

Event Hours: 9:00 a.m. to 3:00 p.m. - Upper Cape Bocce Tournament
Fundraiser

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed their
official signatures this 6th day of August 2018

Licensing Board

THIS LICENSE SHALL BE DISPLAYED ON THE PREMISES IN A
CONSPICUOUS POSITION WHERE IT CAN EASILY BE READ

2018

License Alcoholic Beverages

18-27-WM

Fee:

25

The Licensing Board of
The Town of Falmouth
Massachusetts
Hereby Grants a

Special License For The Sale of Wine & Malt Beverages

License to Expose, Keep for Sale, and to Sell

Wines and Malt Beverages

To Be Drunk On the Premises

To Quicks Hole Taqueria
Elizabeth Colt, Manager

6 Luscombe Avenue
Woods Hole, MA 02543

On the following described premises:

Quicks Hole Taqueria Parking Area Located at 6 Luscombe Avenue, Woods Hole.

THE ABOVE NAMED PROFIT OR NON PROFIT ORGANIZATION IS HEREBY GRANTED A SPECIAL LICENSE FOR THE SALE OF WINE AND MALT BEVERAGES ONLY, TO BE DRUNK ON THE PREMISES.

This license is valid from the 16th day of September 2018 until the 16th day of September 2018, unless earlier suspended, cancelled or revoked.

The hours during which Alcoholic Beverages may be sold are from:

Date: Sunday, September 16, 2018. Hours: 2:00 p.m. - 6:00 p.m. Event:
"Take Back the Beach Ball"

CONDITIONS: (1) Beer and Wine must be served in and remain in outdoor area; (2). Must order beer and wine on a separate invoice from orders from Quicks Hole Taqueria; (3) Beer and wine must be delivered separately; (4). Must store beer and wine in a separate cooler in outdoor area; (5). Cannot bring beer and wine inside of Quicks Hole Taqueria or take alcohol from inside of Quicks Hole Taqueria to parking lot area; (6) Servers must be TIPS certified; (7) Rope or fence off area where alcohol will be sold and consumed.

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed their official signatures this 6th day of August 2018

Licensing Board

THIS LICENSE SHALL BE DISPLAYED ON THE PREMISES IN A CONSPICUOUS POSITION WHERE IT CAN EASILY BE READ

**TOWN OF FALMOUTH
NATIONAL ESTUARIES WEEK EVENT**

Pursuant to MGL Chapter 130, Section 52 the following changes to the Shellfish Regulations are hereby adopted:

September 15, 2018 (Saturday) is the beginning of National Estuaries Week across the United States. Waquoit Bay National Estuarine Research Reserve (WBNERR), Woods Hole Oceanographic Institution, Stonehill College, and Falmouth Department of Marine and Environmental Services (MES) will be hosting an event on September 16, 2018 (Sunday) comprised of many workshops and hands on learning opportunities. WBNERR will host the day which will take place between 10am-2pm. In order to facilitate a learning components of this event the, following temporary recreational shellfish regulations are proposed.

September 16, 2018 from 10:00 AM – 2:00 PM, the waters of Waquoit Bay, in the vicinity of WBNERR:

1. Will be open to the recreational harvest of oysters.
2. Recreational harvesters will not be required to hold a recreational shellfish permit.

Per order of the Falmouth Board of Selectmen

Date: August 6, 2018

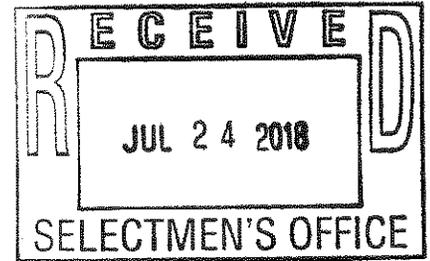
Susan L. Moran, Chairman

Megan English Braga, Vice Chairman

Doug Jones

Samuel H. Patterson

Douglas C. Brown



Falmouth Police Department
Chief Edward A. Dunne

July 23, 2018

Ms. Susan Moran, Chairman
Falmouth Town Hall
59 Town Hall Square
Falmouth, MA 02540

Subject: Acceptance of Police Donation - \$1,500.00
Falmouth Human Services

Dear Board of Selectmen:

Falmouth Human Services would like to donate \$1,500.00 to the Falmouth Police Department and the money would be earmarked for purchasing materials to furnish a mobile "Hidden-In-Plain Sight" trailer.

"Hidden-In-Plain Sight" is an initiative that teaches parents signs of hidden substance abuse. Open to adults only, the program uses a recreated bedroom of a typical teenager to test parents' knowledge of common items that can be substance abuse warnings. As of today, we have offered two workshops. One workshop was held at the Sea Crest in North Falmouth and the second one was at Falmouth High School.

The Falmouth Police Department is taking it to the next level by doing a mobile unit. The trailer has been purchased using our state local law enforcement account. (Seized drug money)

Please formally accept this donation at your next scheduled meeting.

Thank you in advance for your attention to this matter.

Sincerely,

Edward A. Dunne
Chief of Police

Enclosure: Copy of Check



TOWN OF FALMOUTH
DEPARTMENT OF VETERANS' SERVICES

59 TOWN HALL SQUARE, FALMOUTH, MA. 02540
PHONE: (508) 495-7450/7453 ~ FAX: (508) 495-7451
E-MAIL: dlincoln@falmouthmass.us or jcramer@falmouthmass.us

TO: Falmouth Board of Selectmen

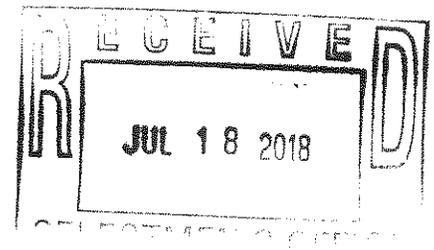
FROM: Don Lincoln, Director

DATE: July 18, 2018

RE: Donation to Veterans' Council from the Teaticket Civic Association

Would you please accept the attached check in the amount of \$500.00 from the Teaticket Civic Association to be deposited in the Veterans' Donation account, for the benefit of our Falmouth veterans and their families?

Thank you very much.



David's Old Silver Swim, Inc
52 Horseshoe Lane
North Falmouth, MA 02556



An IRS registered 501(c)(3) organization

July 22, 2018

Bruce Mogardo
Superintendent Falmouth Beaches
Harbor Master's Office
180 Scranton Ave
Falmouth, MA 02540

Subject: David's 8th Annual Old Silver Swim – August 11, 2018

Dear Bruce,

On behalf of David's Old Silver Swim and Compassionate Care ALS, Susan and I want to increase the award amount from \$300 to \$500 annually. Enclosed please find the additional \$200 contribution for the 2018 award made out to the Falmouth Beach Committee General Fund for your help and support with Old Silver Beach parking lot. I am hoping that this donation can be used to fund a cash award to one of your deserving life guards from the 2018 summer season.

David's mantra is "Dare to be Great", and we are hoping that you can make the "Dare to be Great" award to a life guard that embellishes the ideals of "Dare to be Great" through their everyday enthusiasm, spirit on the job, and excellence in life guarding. We will make this a recurring award to honor David Garber for how he lives his life and the spirit of instilling "Dare to be Great" in everyone he meets.

Sincerely,

A handwritten signature in cursive script that reads "Robert A Catalano".

Robert & Susan Catalano



59 Allied Drive, Dedham, MA 02026-6100
 phone (781) 320-0030 fax (781) 320-0051
 e-mail: contactus@lifesupportsystems.com
www.lifesupportsystems.com

Tax ID # 042895142

DATE	INVOICE #
7/13/2018	146485

BILL TO

Falmouth, MA Beach Department
 Falmouth Town Hall
 Attn: Accounts Payable
 59 Town Hall Square
 Falmouth, MA 02540

SHIP TO

Falmouth, MA Beach Department
 Falmouth Town Hall
 Attn: Bruce Mogardo, Superintendent
 59 Town Hall Square
 Falmouth, MA 02540

P.O. NUMBER		TERMS	SALES REP	COVERAGE PERIOD	
Bruce Mogardo		C.B.D.	AB		
ITEM	QTY.	DESCRIPTION		RATE	AMOUNT
21400...	1	Part#: 21400010101011010 ZOLL AED Plus (New): Includes: (1) Pre-connected Adult CPR-D Electrode Pad, CPR/AED Responder Kit, (1) Sleeve of 10 Lithium Batteries, Starter Toolkit, and 7 Year Warranty. --Delivered Rescue Ready / Fully Assembled--		1,375.00	1,375.00T
8900-...	1	Part#: 8900-0810-01 Electrode Pads - ZOLL AED Plus, (Infant/Child) (0-8 years of age and or 55lbs & below)		0.00	0.00T
37407B	1	Part#: 37407B Carry Case, ZOLL AED Plus		0.00	0.00T
BRKT...	1	Part#: BRKT-2 AED Wall Mount Bracket, ZOLL AED Plus (Includes AED Wall Sign)		0.00	0.00T
9000		Part#: 9000 Shipping/Handling/Insurance (Included)		0.00	0.00
Client Contact Information: Bruce Mogardo, Superintendent 508-274-1498 - beach@falmouthmass.us tax exempt				0.00%	0.00
Title to purchased equipment will transfer from Life Support Systems (LSS) to Purchaser upon payment in full and LSS retains a security interest in said equipment until LSS receives payment.				TOTAL	\$1,375.00
				Balance Due	\$1,375.00

FALMOUTH PUBLIC LIBRARY

300 Main Street

FALMOUTH MASSACHUSETTS 02540

Office of the Director



Tel: (508) 457-2555

Fax: (508) 457-2559

July 31, 2018

Board of Selectmen,

The Children's Room of the Falmouth Public Library is making a concerted effort to reach out to "tweens," the 8 to 12 year-olds who are too young for the Teen Room upstairs but beyond the traditional offerings of the Children's Room. We want to create a special area uniquely theirs that addresses their need to be independent but not alone and unsupervised.

In order to support this initiative we are purchasing additional shelving, chairs, posters and bookmarks, to name only a few things. The intent is to highlight the collections of interest to that particular age group and create a comfortable and inviting space. We would like to pay the invoice using funds that have been donated to the library by the Harmsen family in memory of their father.

Thank you for all the support you give to the Falmouth Public Library!

Sincerely,

A handwritten signature in cursive script that reads 'Linda Collins'.

Linda Collins

Director
Falmouth Public Library
300 Main Street
Falmouth, MA 02540



301 E. South Street, P.O. Box 0964
 Tremont, IL 61568-0964
 TEL [800] 548-7204
 FAX [309] 925-3580
 www.thelibrarystore.com

INVOICE

Invoice #: 338442
Customer #: 36784
Date: 7/11/2018

Ship To:

Elizabeth Farland
 Falmouth Public Library
 300 Main St
 Falmouth, MA 02540-2766

Bill To:

Elizabeth Farland
 Falmouth Public Library
 300 Main St
 Falmouth, MA 02540-2766

Detach and Return with Payment

Order #	Date	Customer	Invoice	Purchase Order	Ship Date	Terms
515410	6/5/2018	36784	338442		7/11/2018	Net 30 Days

Qty	Qty Ship	Back Ordered	Item #	Description	Item Price	Total Price
1	1	0	19-01189	Impact Clock ✓ ** This item ships from our manufacturer **	\$33.26	\$33.26
1	0	1	92-81004	Russwood Bookstore Shelving - Optional Slatwall End Panel ** This item ships from our manufacturer **	\$323.06	\$0.00
1	0	1	92-81002	Russwood Mobile Bookstore Shelving - 58"H x 36"W x 36"D, Starter ** This item ships from our manufacturer **	\$1,219.46	\$0.00

VENDOR # 3751
 ORG # 28-610 OBJ# 511-5780
 AMT. \$ _____ DATE PD _____

LC

Thank You For Your Order!!! Please visit our website: www.thelibrarystore.com



301 E. South Street, P.O. Box 0964
 Tremont, IL 61568-0964
 TEL [800] 548-7204
 FAX [800] 320-7706
 www.thelibrarystore.com

Total: \$ 33.26
 Discount: \$ 0.00
 Misc: \$ 0.00
 Tax: \$ 0.00
 Shipping: \$ 7.52
 Prev. Payment: \$ 0.00

*****Pay This Amount(USD):** \$ 40.78



301 E. South Street, P.O. Box 0964
 Tremont, IL 61568-0964
 TEL [800] 548-7204
 FAX [309] 925-3580
 www.thelibrarystore.com

INVOICE

Invoice #: 334265

Customer #: 36784

Date: 6/12/2018

Ship To:

Elizabeth Farland
 Falmouth Public Library
 300 Main St
 Falmouth, MA 02540-2766

Bill To:

Elizabeth Farland
 Falmouth Public Library
 300 Main St
 Falmouth, MA 02540-2766

VENDOR #	3757
ORG	28-610 OBJ# 5611-5780
AMT. \$	DATE PD

Detach and Return with Payment

LL

Order #	Date	Customer	Invoice	Purchase Order	Ship Date	Terms
515410	6/5/2018	36784	334265		6/12/2018	Net 30 Days

Qty	Qty Ship	Back Ordered	Item #	Description	Item Price	Total Price
1	1	0	03-17010	Beloved Children's Literature Inspirational Quotes Posters - 9/Set	\$40.96	\$40.96
1	0	1	19-01189	Impact Clock	\$33.26	\$0.00
			<i>** This item ships from our manufacturer **</i>			
3	3	0	03-16134	Marvel Super Heroes Be Super! Read! Bookmarks - 36/Pkg	\$3.73	\$11.19
1	1	0	06-0602	RAYOVAC Batteries - AA, 4/ Pk	\$5.45	\$5.45
1	0	1	92-81004	Russwood Bookstore Shelving - Optional Slatwall End Panel	\$323.06	\$0.00
			<i>** This item ships from our manufacturer **</i>			
1	0	1	92-81002	Russwood Mobile Bookstore Shelving - 58"H x 36"W x 36"D, Starter	\$1,219.46	\$0.00
			<i>** This item ships from our manufacturer **</i>			
5	5	0	19-00169-GREEN	Teenager Molded Stacking Chair - Green	\$143.06	\$715.30

Thank You For Your Order!!! Please visit our website: www.thelibrarystore.com



301 E. South Street, P.O. Box 0964
 Tremont, IL 61568-0964
 TEL [800] 548-7204
 FAX [800] 320-7706
 www.thelibrarystore.com

Total: \$ 772.90
 Discount: \$ 0.00
 Misc: \$ 0.00
 Tax: \$ 0.00
 Shipping: \$ 174.83
 Prev. Payment: \$ 0.00

***Pay This Amount(USD): **\$ 947.73**

FALMOUTH PUBLIC LIBRARY

300 Main Street

FALMOUTH MASSACHUSETTS 02540

Office of the Director



Tel: (508) 457-2555

Fax: (508) 457-2559

July 25, 2018

Board of Selectmen,

The East Falmouth Branch Library, in conjunction with Project Bread, is offering a summer meals program. The Summer Food Service Program is a federally-funded nutrition program that provides free meals to youth ages 18 and under. The mission is to ensure that low-income children continue to receive nutritious meals in the summer months when school is not in session.

The library is combining free lunches with library programming that both educates and entertains the children of the East Falmouth area.

In order to support this worthy program the Library has purchased a 17-cubic foot refrigerator from Crane Appliance. We would like to pay the invoice using funds that have been donated to the library. The lunches are prepared at the Sandwich YMCA and delivered to the library on Monday mornings. Having proper storage is vital to the success of the program.

Although this is just our first summer participating in this program, we feel it has been a tremendous success averaging between 20 and 30 lunches per day. We look forward to participating again next year.

Linda Collins

Director
Falmouth Public Library
300 Main Street
Falmouth, MA 02540



www.craneappliance.com

INVOICE

249 Teaticket Hwy
 East Falmouth, MA 02536
 (508) 548-8179

Date	Invoice Number
7/30/2018	FA00014145-1
Schedule Date	Status
	OPEN
Purchase Order	Page
	Page 1 of 2

Bill To: 12649
 FALMOUTH PUBLIC LIBRARY
 300 MAIN STREET
 FALMOUTH, MA 02540
 (508) 457-2555
 lfarland@falmouthpubliclibrary.org

Ship To: 12649
 FALMOUTH PUBLIC LIBRARY
 310 EAST FALMOUTH HIGHWAY
 NEXT TO SMITTIES ICE CREAM
 FALMOUTH, MA 02540
 (508) 457-2555 MEG-508-548-6340
 lfarland@falmouthpubliclibrary.org

Payment Type ACCOUNTS RECEIVABLE	Invoice Type FALMOUTH SALE	Salesperson MIKE SHAIN	Alt Phone#
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COMMENTS: ASK FOR MEG-508-548-6340

QTY	BRAND	MODEL / PART	DESCRIPTION	PRICE	EXT PRICE
1	WPL	WRR56X18FW	31-INCH WIDE ALL REFRIGERATOR WITH LED LIGHTING - U82503076	849.99	849.99
1		DEL	DELIVERY MAINLAND	60.00	60.00

VENDOR # 3123
 ORG # 28-610 OBJ# 5611-5780
 AMT. \$ _____ DATE PD _____

LC

My Salesperson has reviewed the following with me:	SUB TOTAL	909.99
<input type="checkbox"/> Y <input type="checkbox"/> N Crane Appliance Product Protection <input type="checkbox"/> Y <input type="checkbox"/> N Delivery, Installation and Environmental Removal Policy <input type="checkbox"/> Y <input type="checkbox"/> N Product Specifications, Electric or Gas (Nat/LP) <input type="checkbox"/> Y <input type="checkbox"/> N Preparing for Delivery Page	TAX	0.00
	INVOICE TOTAL	909.99
	DEPOSITS	0.00
	BALANCE	909.99

- Special Orders must be paid in Full.
- Minimum 50% Deposit required to order product.
- Orders must be paid in full upon scheduling delivery.
- Deposit/payment on order does not imply Crane is physically holding appliances in its warehouse.
- Please inspect product condition immediately for physical defects/shipping damage.
- Please review and acknowledge Preparing for Delivery Page.
- Retail price on quote is valid for 30 days or as otherwise noted.

I acknowledge above information and confirm order with no changes.

CUSTOMER SIGNATURE _____

Falmouth Recreation Department



GUS CANTY COMMUNITY CENTER

Joe Olenick

Recreation Director

Recreation Department CPC grant request

The Falmouth Recreation Dept. will be looking to apply for a CPC grant to do a complete reconstruction of the Tennis courts at the Lawrence Junior High School. The reconstruction will update the court surface and will include a Basketball court two Tennis courts that will have four Pickleball courts on the Tennis courts. And a stand-alone Pickleball court. We will also have ADA approved walkway from the parking lot to the courts. The cost of this project will be around \$290,000 to \$325,000. Over the last few years there has been large increase in Pickleball players in the Falmouth and this project will help to relieve the pressure on the West Falmouth and North Falmouth Tennis/Pickleball courts. If you have any questions please feel free to contact me.

Respectfully,

Joe Olenick,
Recreation Director

2 Tennis Courts

1 Basketball Court

Additional Pickleball Lines
As Desired

Permanent Pickleball
Court

© 2018 Google

Google Ea



COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF HOUSING AND ECONOMIC DEVELOPMENT

MASSWORKS DREDGING PROGRAM
2018 NAVIGATIONAL DREDGING PILOT PROGRAM - GRANT APPLICATION

SECTION I. PROJECT SUMMARY

1.1: Applicant Municipality or Public Entity:

1.2: Applicant CEO Name/Title:

1.3: Applicant Address:

1.4: City: 1.5: State: 1.6: Zip Code:

1.7: Telephone: 1.8: Email:

1.9: Harbormaster (HM) Name : *Gregg Fraser*

1.10: HM Telephone: 1.11: HM Email:

1.12: Project Contact Name/Email (if different):

1.13: Select the project type that best describes your proposed project:

- Increases Safety of our Waterways and Harbors
- Increases Commerce Opportunities
- Increases Recreational Opportunities
- Improves Water Quality and Environmental Benefits

1.14: Is this project a municipal navigation project? Yes No

1.15: Is the project entirely within public tidelands? Yes No

1.16: Grant Request: \$ (Max.: \$2.5 million) 1.17: Total Project Budget: \$

1.18: Name of Proposed Project:

1.19: Project Site / Location:

1.20: Please provide a brief description (no more than 150 words) of the proposed project.

SECTION II. PUBLIC DREDGING PROJECT

2.1: Description of project site/location:

Eel River Channel Extension, Eel River in East Falmouth
Falmouth Inner Harbor, Falmouth

2.2: Project Description – Please provide a detailed description of the public dredging infrastructure project for which you are requesting grant assistance that includes a full explanation of the need and uses for which this grant is being requested. Include maps and plans to depict the area and specific location(s)/footprint(s) of the proposed dredging project. Please provide an explanation of how the dredging infrastructure project will advance the host community's objectives to increase public safety; support commerce and recreation; and improve water quality.

Both areas to be dredged are fully permitted under the Town's (10) year comprehensive dredge permit. (Dredge foot print sheets are attached) Eel River dredging will allow for recreational all tide access to Eel River West, East and Child's River. Falmouth Inlet and embayment dredging will allow for recreational and commercial traffic into the harbor. It will allow for safe ferry passage (Island Queen and Pied Piper) and access for deeper draft vessels to various marine

2.3: Is the project within or supportive of a Designated Port Area

Yes No

2.4: Has applicant consulted with the MEPA office about applicability?

Yes No

2.5: Does project have all final permits and approvals required to commence in the upcoming dredge season?

Yes No

2.6: Please indicate what permits are required for this project, if the permit has been secured, and if not secured, the timeframe in which it will be obtained.

Required Permit	Secured?	Filing/Request Date mm/dd/yyyy	Anticipated Decision Date mm/dd/yyyy
<input type="checkbox"/> MEPA	<input type="checkbox"/>		
<input checked="" type="checkbox"/> Local Order of Conditions	<input checked="" type="checkbox"/>		
<input type="checkbox"/> DEP Superseding Order of Conditions	<input type="checkbox"/>		
<input checked="" type="checkbox"/> DEP Chapter 91 Waterways	<input checked="" type="checkbox"/>		
<input checked="" type="checkbox"/> DEP 401 Water Quality Certification	<input checked="" type="checkbox"/>		
<input type="checkbox"/> DEP Water Management Act Permit	<input type="checkbox"/>		
<input type="checkbox"/> MA Historic/Underwater Archaeology	<input type="checkbox"/>		
<input checked="" type="checkbox"/> CZM Federal Consistency	<input checked="" type="checkbox"/>		
<input checked="" type="checkbox"/> Army Corps Engineers 404/Section 10	<input checked="" type="checkbox"/>		
<input type="checkbox"/> Other:	<input type="checkbox"/>		
<input type="checkbox"/> Other:	<input type="checkbox"/>		

2.7: Please indicate the time of year window (dredging season) for this project. Include any additional timing restrictions that may impact the project:

Eel River Extension Channel: Combined TOY, no dredging 1/15 to 8/31
Falmouth Harbor: Combined TOY, no dredging 1/15 to 6/30

2.8: Please provide the anticipated schedule/timeline for the public dredging project for which the community is seeking funding.

Milestone	Start Date	End Date
Survey	October 2018	October 2018
Permitting	Complete	Complete
Design/Engineering	Complete	Complete
Bid/Contracting	County Dredge - no bidding	
Start Construction	November 2018	N/A
25% Construction	N/A	
50% Construction	N/A	
75% Construction	N/A	
Construction Complete	N/A	Before 1/15/19
Punch List		

2.9: Please email maps, photographs or other graphics materials that delineate the project site and its context and send with completed application to eoledgrants@mass.gov. For assistance, applicants may use the EOLED Preparing for Success online mapping tool to prepare and print layered maps, at: http://maps.massgis.state.ma.us/map_ol/eoled_mapping.php.

SECTION III. BUDGET AND SOURCES

3.1: Please provide a breakdown of the project budget by spending category. This should include the cost of each element of the project and reflect the budget for the entire project. Please note that the MassWorks funding cannot be used for pre-dredging activities (survey, testing, permitting, etc.) and the total funding requested from MassWorks cannot exceed 50% of the budget for the entire project.

Spending Category	MassWorks Funding Request	Other Funding	Total Project Budget	Source of Other Funds	Are funds secured?
Surveying / Testing	N/A				
Permitting	N/A				
Design / Engineering	N/A				
Bid / Procurement					
Mobilize/Demobilize					
Mechanical Dredging	175,000		175,000	town match	yes
Dredge Material Handling					
Other:					
TOTALS	175,000		175,000		

SECTION IV. PREPARING FOR SUCCESS

4.1: Is the proposed project consistent with the community's current goals concerning the management of its natural resources, fisheries and commercial activities?

Yes No

4.2: If no, please describe the how the project is consistent with any previous community planning activities.

[Empty text box]

4.3: Is your community participating in a Community Compact with the Commonwealth?

Yes No

4.4: If yes, describe the progress your community has made on implementing best practice(s).

[Empty text box]

4.5: Does the community have a current Municipal Dredging Maintenance Plan, or similar capital planning and maintenance plan?

Yes No

4.6: Please explain why or why not?

10 year comprehensive dredge permit in place

4.7: Are there climate resiliency benefits associated with this project?

Yes No

4.8: If yes, please describe?

[Empty text box]

4.9: How will the project avoid, minimize and mitigate environmental impacts?

TOY dredge restrictions will protect winter flounder, horse crabs and shorebird habitat

4.10: Is community designated or seeking designation as a Municipal Vulnerability Preparedness Community by the Executive Office of Energy and Environmental Affairs (EOEEA)?

Yes No

4.11: Is community designated or seeking designation as a Green Community by EOEEA?

Yes No

4.12: Please indicate the number of public moorings permits issued annually by the community: 2900

4.13: Is there a waitlist for mooring permits?

Yes No

4.14: If yes, please describe the nature of the wait and size of the waitlist.

Currently 1,076 people are waiting for moorings

4.15: Please indicate the average annual revenues generated by mooring fees:

Approximately \$280,000

4.16: Please indicate the fee/charge for each category:

Annual Boat Fee:	\$300,000 (excise)
Non-Commercial/Resident Fee:	\$45.00 plus \$2/ft
Non-Resident Fee:	same
Commercial Fee:	\$225.00

4.17: Have the mooring fees been increased within the last 5 years?

Yes No

4.18: If yes, please describe the nature and amount of those increases

minimum fee increased from \$85.00 to \$100.00

4.19: Please indicate annual local revenues generated by other waterway activities:

Vessel excise tax approximately \$300,000

4.20: Please include a list of other waterway revenue sources with an estimate of amount of funding generated per source:

Town Marina, seasonal and transient slips, Approximately \$900,00 annually

4.21: How does your community allocate revenue generated by waterway and harbor activities? Please describe if funding is segregated for particular uses and/or the amount of funding that may go to non-water related uses.

Mooring fees: 100% Waterways Improvement Fund
Vessel Excise Tax: 50% general fund, 50% Waterways Fund
Wharfage: 100% general fund

4.22: Is the project supported by two or more municipalities? If yes, please attach letters of support from each community. (Please attach as one scanned document.)

Yes No

SECTION V. SUPPORTING OUR BLUE ECONOMY

5.1: Is the proposed project expected to support an increase in commercial activity, immediately or within the next five years, in and around the project area?

Yes No

5.2: If yes, please describe.

Falmoth Harbor is a commercial harbor with boat yards, marinas, fueling facilities, rack storage, and ferry terminals. Dredging will insure continued access to these facilities including the state boat ramp.

5.3: Type of economic activities supported:

Commercial Recreational Public Access/Safety

5.4: Please email letter(s) of support from any private entities that will benefit from the dredging project and future economic activities to eohedgrants@mass.gov.

5.5: Are there economic activities that would depend on the public dredging project that is the subject of this application? If yes, please explain how investment is necessary for the economic benefit. If no, please explain the relationship between the dredging activities and any economic benefit identified in this application.

Yes, Falmouth harbor is a commercial port. A large amount of expenditures take place at many different businesses abutting this harbor. Large draft vessels would not be able to access these businesses unless routine dredging takes place.

5.6: Please provide information regarding the anticipated economic activities related to the area affected by the proposed dredging project:

	Current	Future
Total revenue generated by commercial fishing:	unknow	unknown
Total acreage of permitted aquaculture:	none	unknown
Total private revenue generated from aquaculture activities:	none	unknown
Number of full-time jobs supported by saltwater related activities:	numerous	numerous
Number of part-time/seasonal jobs supported by saltwater related activities:	many	many

5.7: Please describe the types and numbers of vessels using the associated waterways. The description below should include a range of the drafts and sizes of the vessels:

Eel River Channel: primarily recreational with shallow drafts, less than 3', less than 40'
 Falmouth Harbor: recreational, commercial and ferry, drafts up to 9', up to 200'

5.8: How will this project address currently known and/or future navigational risks?

Eel River Channel has a very dangerous shoal with depths reduced to as low as 1.5', access is now restriced to high tide only for many vessels. The town has installed hazard, shoal buoys to warn boaters.

5.9: What impact will this project have on increasing public safety and decreasing emergency response times?

Reduced groundings and potential for personal injury.

5.10: Please describe types of commercial fishing activity in the harbor:

Eel River: commercial shellfishing
 Falmouth Harbor: Charter, head boats, commercial fishermen

5.11: Will the project beneficially re-use the dredged material?

Yes No

5.12: Please provide an estimate of the volume of materials to be dredged and explain how the project will re-use the dredged materials, or why it will not.

Approximately 13,000 CY's, all material will be used for beach renourishment on town property

SECTION VI. APPLICABILITY OF MEPA REVIEW

6.1: Does the public infrastructure project meet or exceed any of the thresholds for MEPA review set forth in 301 CMR 11.03? Mark all relevant thresholds and indicate if ENF and/or EIR are required.

Threshold	ENF Required	EIR Required
Land Development	no	no
Rare, threatened, or endangered species	no	no
Wetlands, waterways, and tidelands	no	no
Water	no	no
Wastewater	no	no
Transportation	no	no
Energy	no	no
Air	no	no
Solid and hazardous waste	no	no
Historical and archeological resources	no	no
Areas of environmental concern	no	no

6.2: Please list any filings that have been made or will be made with the MEPA office in connection with the public infrastructure project described above.

none

VII: CERTIFICATION OF PUBLIC ENTITY AUTHORIZATION

7.1: Does your city/town require a vote of the executive body to authorize the submission of this application?
 Yes No

7.2: If yes, please email a certified copy of the vote taken by the executive body to ehedgrants@mass.gov.

7.3: If no, are you authorized to submit this application on behalf of the applicant entity, by virtue of your executive position (CEO, CFO, etc.) or as a designee of an executive officer?
 Yes No

I, , hereby certify that I am duly authorized to submit this application on behalf of (applicant) and to agree, if awarded, to implement the public infrastructure project on behalf of said applicant, pursuant to all applicable rules and regulations. I understand that the information provided with this application will be relied upon by the Commonwealth in deciding whether to award a capital grant and that the Commonwealth reserves the right to take action against the applicant or any other beneficiary of the grant if any of the information provided is inaccurate, misleading, or false.

I hereby certify, under the pains and penalties of perjury that, the answers submitted in this application and the documentation submitted in support are true, accurate and complete.

<input type="text" value="Gregg Fraser"/>	<input type="text" value="MES Director/Harbormaster"/>	<input type="text" value="07262018"/>
Name	Title	Date

Please submit completed application packet to ehedgrants@mass.gov.

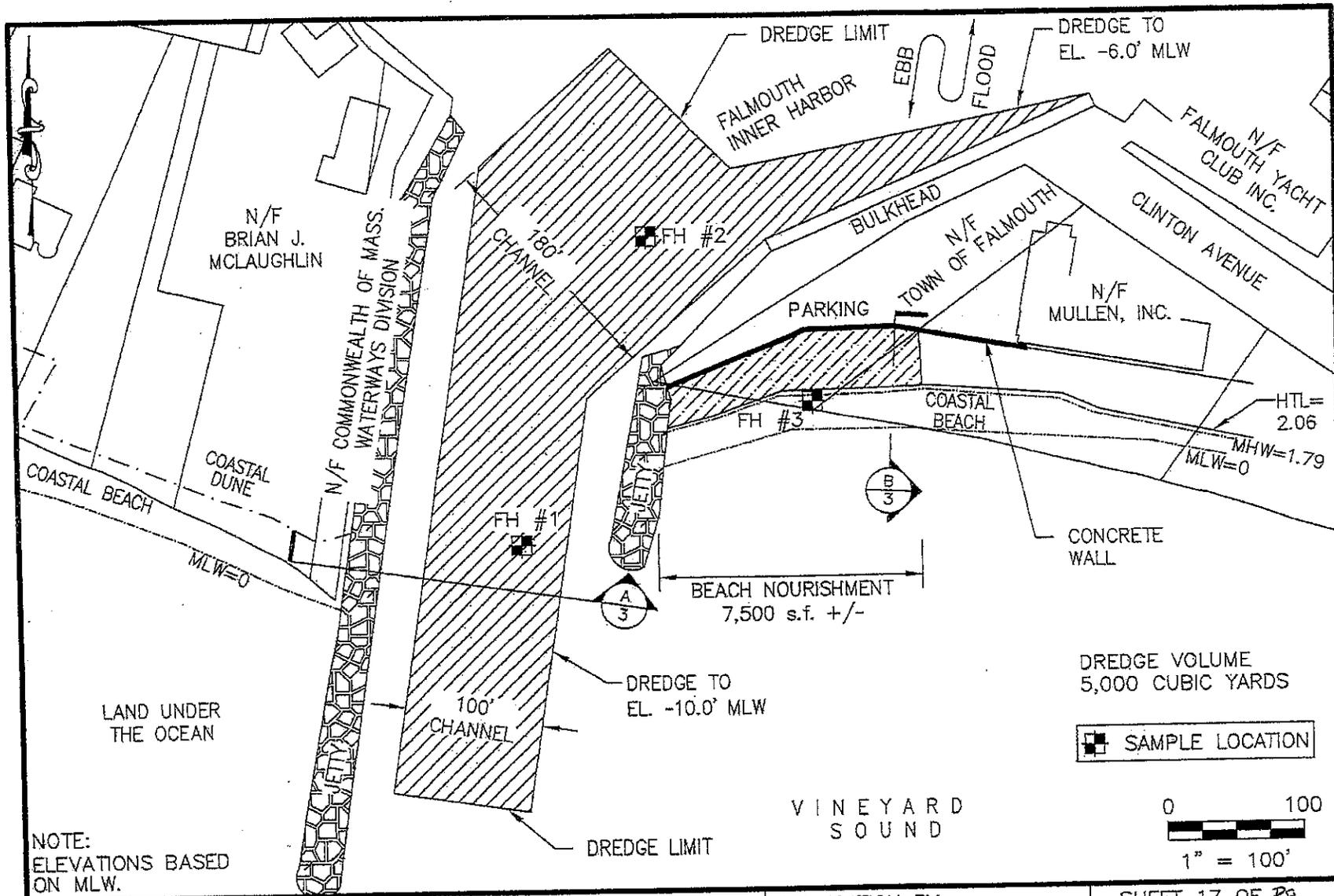
Falmouth Harbor #1&2

Write a description for your map.

Legend

-  Afgan Trading Co
-  end of dredging
-  Fuller House
-  Menauhant Yacht Club



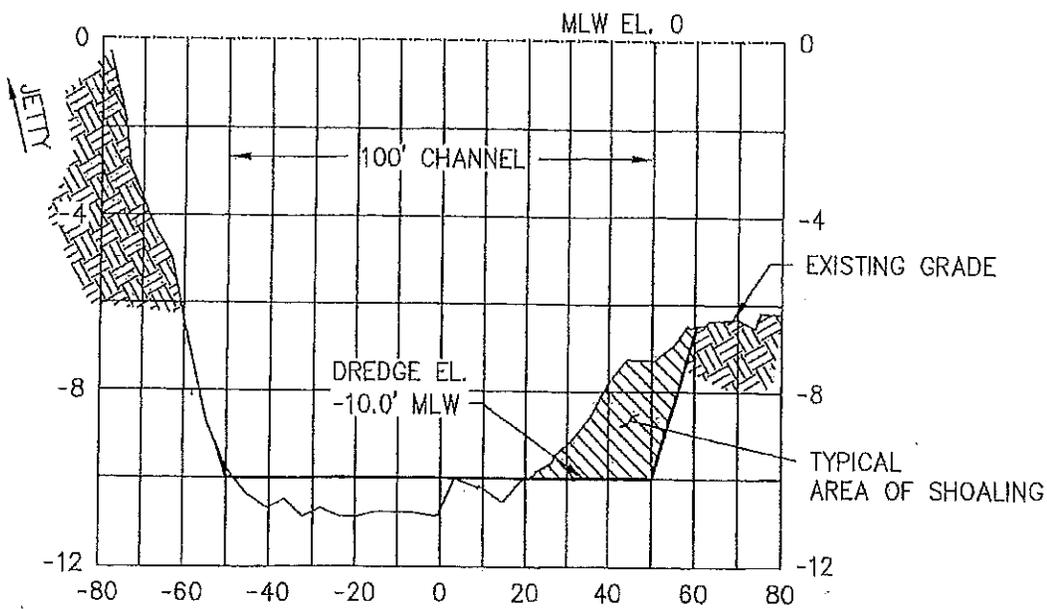


WOODS HOLE GROUP
 81 TECHNOLOGY PARK DRIVE EAST FALMOUTH, MA 02536
 TELEPHONE: (508) 540-8080 FAX: (508) 540-1001

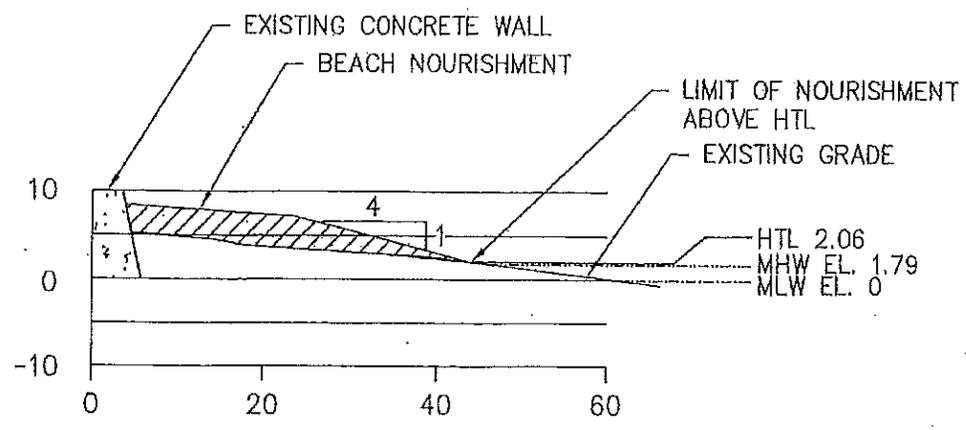
TITLE:
 Falmouth Inner Harbor Entrance
 Channel (8) Maintenance Dredging
 Clinton Avenue Beach (9)
 Nourishment

APPLICATION BY:
 TOWN OF FALMOUTH
 TOWN: FALMOUTH
 COUNTY: BARNSTABLE
 STATE: MA

SHEET 17 OF 38
 DATE: 11-9-11
 REVISED:



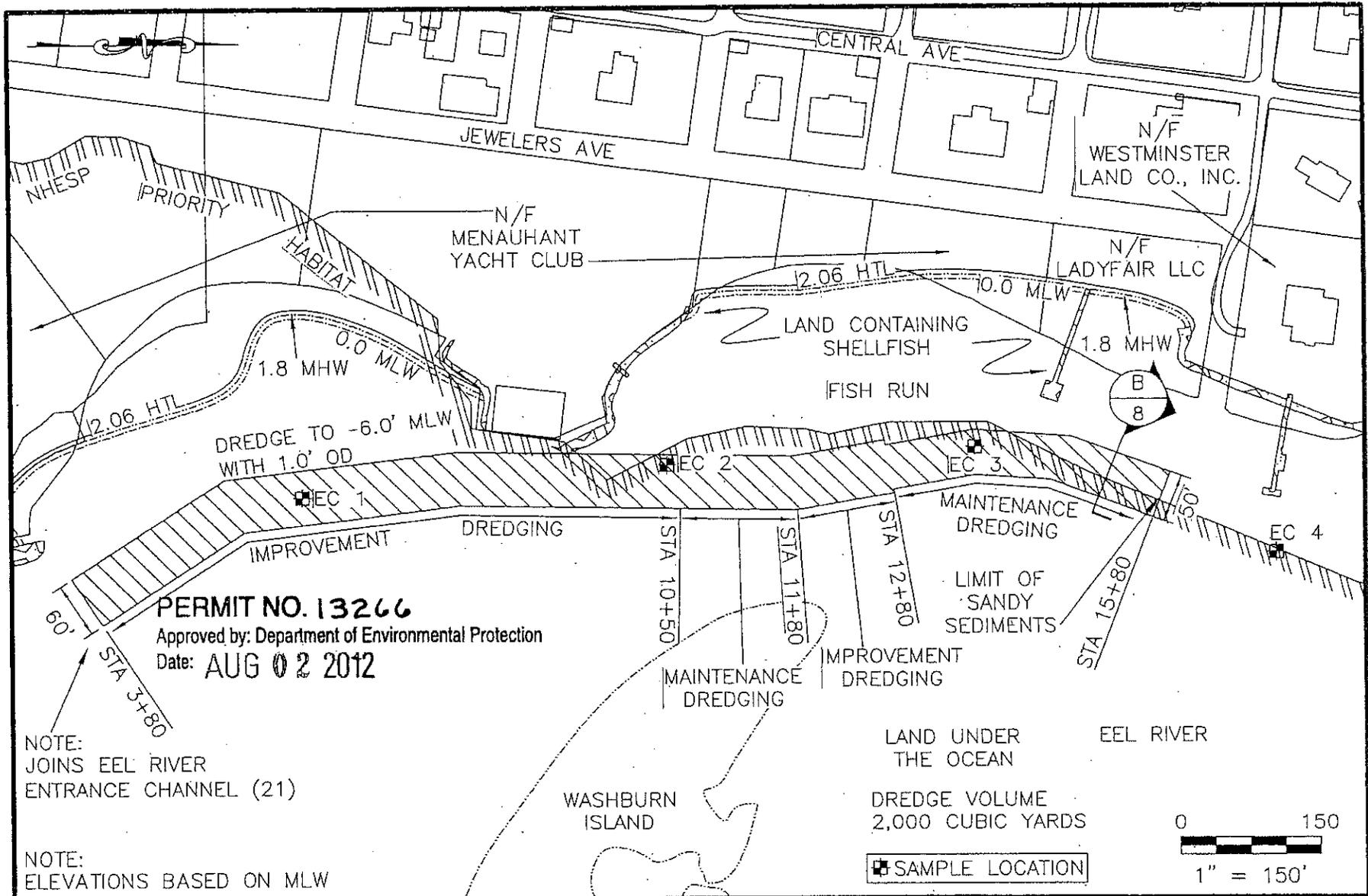
(A)
3
TYPICAL DREDGE SECTION
HORIZONTAL SCALE: 1" = 40'
VERTICAL SCALE: 1" = 4'



(B)
3
TYPICAL BEACH NOURISHMENT SECTION
SCALE: 1" = 20'

NOTE:
ELEVATIONS BASED ON MLW.

 <small>81 TECHNOLOGY PARK DRIVE EAST FALMOUTH, MA 02536 TELEPHONE: (508) 540-8000 FAX: (508) 540-1001</small>	TITLE: Falmouth Inner Harbor Entrance Channel (8) Clinton Avenue Beach (9) Typical Sections	APPLICATION BY: TOWN OF FALMOUTH	SHEET 18 OF 38
		TOWN: FALMOUTH COUNTY: BARNSTABLE STATE: MA	DATE: 11-9-11 REVISED:



PERMIT NO. 13266

Approved by: Department of Environmental Protection

Date: **AUG 02 2012**

NOTE:
JOINS EEL RIVER
ENTRANCE CHANNEL (21)

NOTE:
ELEVATIONS BASED ON MLW

LAND UNDER THE OCEAN

DREDGE VOLUME
2,000 CUBIC YARDS

LAND CONTAINING SHELLFISH
FISH RUN

MAINTENANCE DREDGING

IMPROVEMENT DREDGING

LIMIT OF SANDY SEDIMENTS

WASHBURN ISLAND

EEL RIVER

0 150

1" = 150'

■ SAMPLE LOCATION



81 TECHNOLOGY PARK DRIVE EAST FALMOUTH, MA 02536
TELEPHONE: (508) 540-8080 FAX: (508) 540-1001

TITLE:
Eel River Extension (22)
Maintenance and Improvement
Dredging

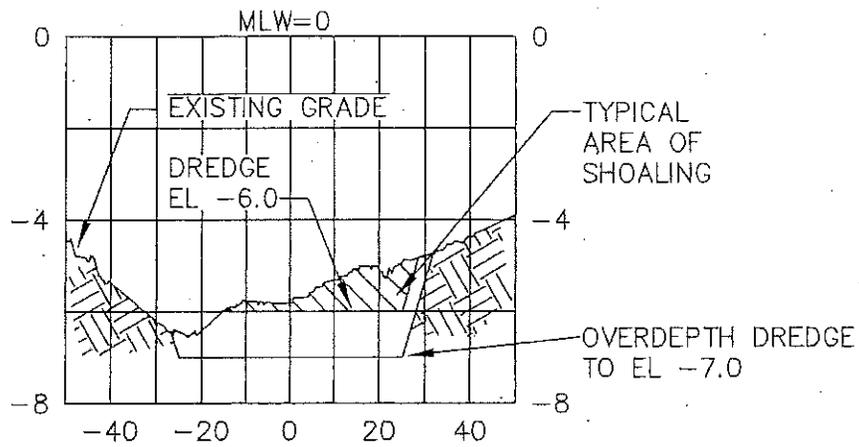
APPLICATION BY:
TOWN OF FALMOUTH

TOWN: FALMOUTH
COUNTY: BARNSTABLE
STATE: MA

SHEET 37 OF 43

DATE: 11-9-11

REVISED: 3-19-12



ⓑ TYPICAL DREDGE SECTION

HORIZONTAL SCALE: 1" = 30'
 VERTICAL SCALE: 1" = 3'

PERMIT NO. 13266

Approved by: Department of Environmental Protection

Date: **AUG 02 2012**



81 TECHNOLOGY PARK DRIVE EAST FALMOUTH, MA 02536
 TELEPHONE: (508) 540-8080 FAX: (508) 540-1001

TITLE:
 Eel River Extension (22)
 Typical Section

APPLICATION BY:
 TOWN OF FALMOUTH

TOWN: FALMOUTH
 COUNTY: BARNSTABLE
 STATE: MA

SHEET 38 OF 43

DATE: 11-9-11

REVISED:

Eel River West Extension

Write a description for your map.

Legend

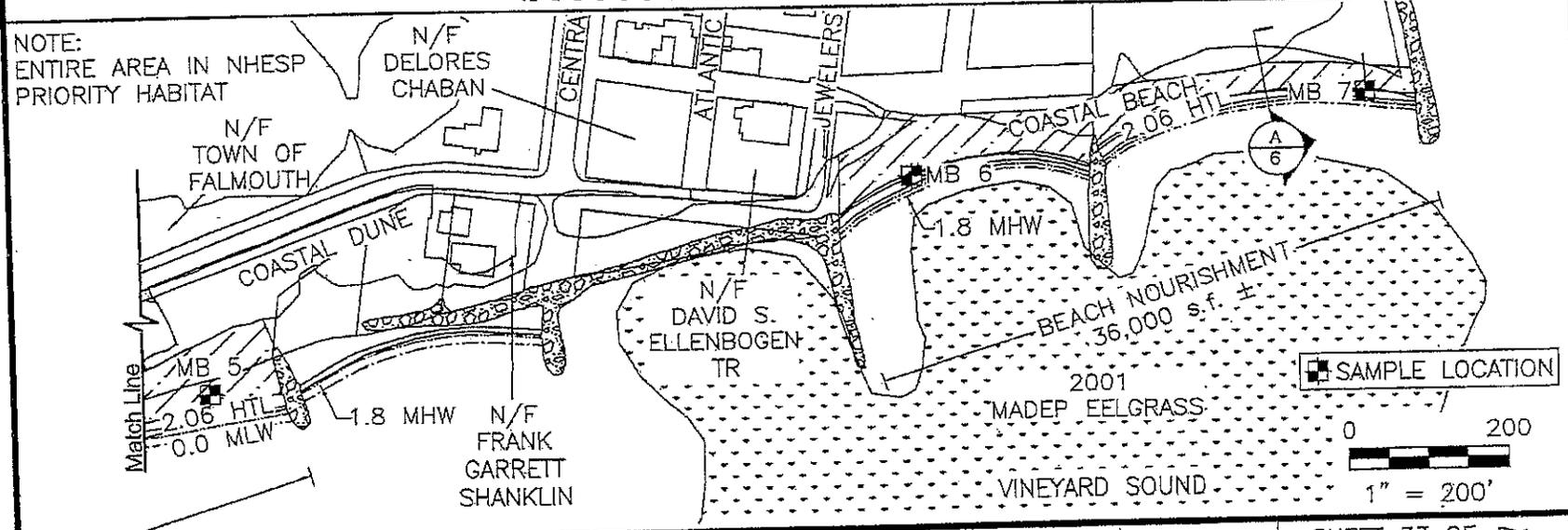
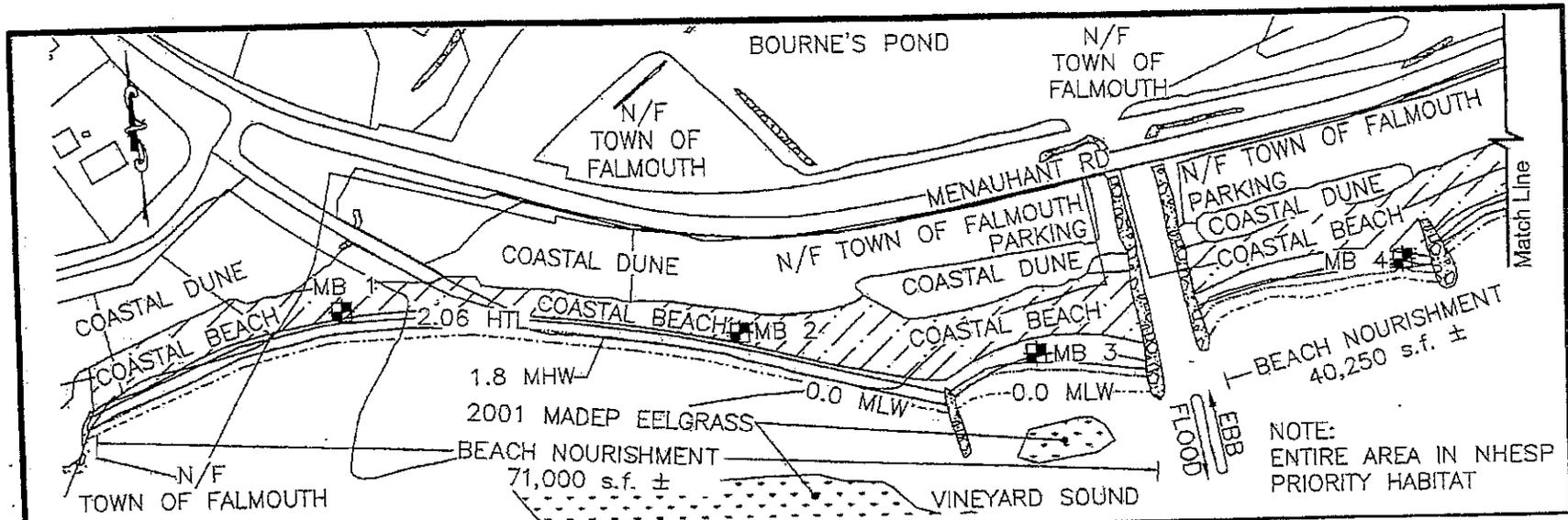
-  Afgan Trading Co
-  end of dredging
-  Fuller House
-  Menauhant Yacht Club



Google Earth

© 2018 Google

1000 ft



 81 TECHNOLOGY PARK DRIVE EAST FALMOUTH, MA 02536 TELEPHONE: (508) 540-6060 FAX: (508) 540-1001	TITLE:	APPLICATION BY:	SHEET 33 OF 38
	Menauhant Beach (20) Nourishment	TOWN: FALMOUTH COUNTY: BARNSTABLE STATE: MA	DATE: 11-9-11 REVISED:



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 5 – Order of Conditions

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40
Falmouth Wetlands Protection Bylaw Chapter 235 and FWR 10.00

Provided by MassDEP:

25-3786

MassDEP File #

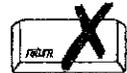
eDEP Transaction #

Falmouth

City/Town

A. General Information

Important:
When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



1. From: Falmouth
Conservation Commission

2. This issuance is for (check one):
a. Order of Conditions b. Amended Order of Conditions

3. To: Applicant:

a. First Name	b. Last Name	
<u>Town of Falmouth (c/o Gregg Fraser)</u>		
c. Organization		
<u>180 Scranton Avenue</u>		
d. Mailing Address		
<u>Falmouth</u>	<u>MA</u>	<u>02540</u>
e. City/Town	f. State	g. Zip Code

4. Property Owner (if different from applicant):

a. First Name	b. Last Name	
c. Organization		
d. Mailing Address		
e. City/Town	f. State	g. Zip Code

5. Project Location:

<u>Various Waterways & Beaches</u>	<u>Falmouth</u>
a. Street Address	b. City/Town
<u>04A41; 50 05; 47 01; 47 07; 47 02; 46B02; 46B09; 46A02; 46 00Y; 45 08; 45 20; 45 21; 46A02A; 45 15B</u>	<u>000 098; 000 097; 000 096; 000 095; 016B000B; 017A000; 040 000; 027 000; 026 000; 017 002A; 000A000; 000B000; 000C000; 000D000; 000E000; 000F001B; 000G000; 000H005C; 019 000; 000D000; 000Q000; 000 060; 000 061; 000 062; 000 007; 001 002B; 000 000F; 000 006E; 002 000; 001 001; 001 002; 001 003; 001 004; 001 001V; 001 020A; 018 017</u>
c. Assessors Map/Plat Number	d. Parcel/Lot Number

Latitude and Longitude, if known: d m s d m s
d. Latitude e. Longitude



Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

RECEIVED
AUG 03 2012
Falmouth Harbormaster

Department of Environmental Protection
Southeast Regional Office • 20 Riverside Drive, Lakeville MA 02347 • 508-946-2700

DEVAL L. PATRICK
Governor

RICHARD K. SULLIVAN JR.
Secretary

TIMOTHY P. MURRAY
Lieutenant Governor

AUG 02 2012

KENNETH L. KIMMELL
Commissioner

Town of Falmouth
c/o Woods Hole Group, Inc., Attn: Leslie Fields
81 Technology Park Drive
East Falmouth, MA 02536

RE: ISSUANCE OF CHAPTER 91 WATERWAYS PERMIT
Waterways Application No. W11-3478, Permit No. 13266
Town of Falmouth Comprehensive Permit for Dredging & Beach Nourishment

Dear Sir or Madam:

Following an in-depth review of the referenced file, the Department of Environmental Protection has approved the attached permit authorizing you to perform maintenance and improvement dredging and beach nourishment pursuant to M.G.L. Chapter 91 and Regulations 310 CMR 9.00.

Please note that the Department may revoke this permit for non-compliance with the terms and conditions set forth. Therefore, it is recommended that you contact the Department prior to performing any alterations or use modifications for review and, if necessary, approval pursuant to M.G.L. Chapter 91.

Please feel free to contact Lisa Ramos of the Waterways Regulation Program, (508) 946-2748, if you have any questions pertaining to this Waterways Permit.

Very truly yours,

David E. Hill
for Elizabeth A. Kouloheras, Chief
Wetlands and Waterways Program

cc: Office of Coastal Zone Management
Ben Lynch, Waterways Section Chief, DEP-Boston
Town of Falmouth, Attn: Gregg Fraser, Chief Harbormaster
Town of Mashpee, Attn: Board of Selectmen



Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

Department of Environmental Protection

Southeast Regional Office • 20 Riverside Drive, Lakeville MA 02347 • 508-946-2700

DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lieutenant Governor

RICHARD K. SULLIVAN JR.
Secretary

KENNETH L. KIMMELL
Commissioner

PERMIT NO. 13266

Name and Address of Permittee:

Town of Falmouth
Attn: Gregg Fraser, Chief Harbormaster
180 Scranton Ave.
Falmouth, MA 02540

ISSUED: August 2, 2012
EXPIRES: August 2, 2022

Permission is hereby given by the Department of Environmental Protection to: perform maintenance and improvement dredging and beach nourishment at twenty-four (24) locations within the Town of Falmouth and one (1) beach nourishment site in the Town of Mashpee. Total volume of dredging is approximately 32,700 cubic yards from various navigation channels, harbors, salt ponds and inlet channels which include; Wild Harbor inner harbor and outer channel, Trunk River, Salt Pond, Fresh Pond, Falmouth Inner Harbor entrance channel, Little Pond, Great Pond, Green Pond, Bourne's Pond inner and outer channels, Eel River entrance channel and extension and Waquoit Bay. All dredged material shall be utilized for beach/dune nourishment at various public and private beaches in Falmouth and at South Cape Beach in Mashpee.

All work authorized herein shall be in the location shown and to the dimensions and depths indicated in the permit plan titled: "Town of Falmouth Comprehensive Permit for Dredging & Beach Nourishment", Woods Hole Group, (43 Sheets) dated November 9, 2011, Sheet #33 Revised 12/6/11 and Sheets #35 & #37 Revised 3/19/12.

STANDARD WATERWAYS PERMIT CONDITIONS

1. Acceptance of this Waterways Permit shall constitute an agreement by the Permittee to conform to all terms and conditions stated herein.



Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

Department of Environmental Protection

One Winter Street Boston, MA 02108 • 617-292-5500

Charles D. Baker
Governor

Karyn E. Polito
Lieutenant Governor

Matthew A. Beaton
Secretary

Martin Suuberg
Commissioner

April 19, 2018

Town of Falmouth
Greg Fraser Harbormaster
180 Scranton Ave
Falmouth, MA

Re: **401 WATER QUALITY CERTIFICATION – Amendment 7**
Application for BRP WW 07, Major project dredging

At: Various waterways, harbors, salt pond, FALMOUTH and MASHPEE

401 WQC Transmittal No: X238551

Dear Mr. Fraser:

The Department has received your amendment request to dredge for two inlets inside the TOY restriction, dated February 26, 2018, for the Falmouth Comprehensive 401 Water Quality Certification ("401 WQC") as referenced above. As a result of your consultation with and clearance obtained from the Massachusetts Division of Marine Fisheries ("DMF") (Appendix I), as mentioned in the electronic mail from David Wong dated on February 27, 2018, MassDEP hereby grants your request to perform the proposed dredging activities. MassDEP authorizes up to 2 days for dredging 1,081 cubic yards of sediment from Great Pond Great Pond Inlet in May and up to 2 days for dredging 1,379 cubic yards of sediment from Green Pond Inlet in May within the previously established time of year restriction for this year only. In addition, no dredging should occur during the 2018 Lunar Closures for Horseshoe Crabs (See periods designated "No Fishing" in Appendix I from DMF). If the town will be dredging Eel River Approach with a sediment volume 10,000 cubic yards or greater, additional authorization is required.

In accordance with the provisions of Section 401 of the Federal Clean Water Act as amended (33 U.S.C. §1251 et seq.), MGL c.21, §§ 26-53, and 314 CMR 9.00, it has been determined there is reasonable assurance the project or activity will be conducted in a manner which will not violate applicable water quality standards (314 CMR 4.00) and other applicable requirements of state law.

This letter serves as an amendment of 401 Water Quality Certification, DEP Transmittal No X238551. All other conditions of the license and Water Quality Certification remain in effect.



DEPARTMENT OF THE ARMY
US ARMY CORPS OF ENGINEERS
NEW ENGLAND DISTRICT
696 VIRGINIA ROAD
CONCORD MA 01742-2751

April 28, 2014

Regulatory Division
CENAE-R-
NAE-2010-145

Greg Fraser
Harbormaster
Town of Falmouth
180 Scranton Avenue
Falmouth, Massachusetts 02540

Dear Mr. Fraser:

In accordance with your request, the Department of the Army permit number NAE-2010-145, issued on December 27, 2012, that authorized annual dredging and beach nourishment in Falmouth, Massachusetts is hereby modified. This amendment is to dredge two new sites, approximately 28,000 square feet in Green Pond Channel to -6 feet mean low water (MLW) with beach nourishment on Acapesket Association Beach and Byne Trustees Beach. Additionally, about 50,000 square feet of dredging is authorized in Waquoit Channel to -5 feet MLW with beach nourishment on South Cape Beach in Mashpee. This work is located in the town of Falmouth and Mashpee, and is described on the enclosed plans entitled "TOWN OF FALMOUTH COMPREHENSIVE PERMIT FOR DREDGING & BEACH NOURISHMENT" on 7 sheets, and dated "11-9-11" and sheets 2, 4, and 5 revised on "8/12/13" and "4-17-13".

The conditions of the original permit remain in full force and effect.

In addition we add the following special conditions:

1. The attached spill/storm notification form will be submitted within 30 days of any incident that involves the spill of contaminants that may affect the sediment in any of the dredge areas; or a storm event that may have substantially changed the beach structure as described in the Corps permit. These forms will be sent to the U.S. Army Corps of Engineers, New England District, Marine Analysis Section, 696 Virginia Road, Concord, MA 01742.
2. There shall be no dredging in Waquoit Bay between January 15 and June 30 of any year to avoid impacts to winter flounder sensitive life stages, and anadromous fish spawning and migration.
3. There shall be no dredging in Green Pond Channel between January 15 to June 15 of any year to avoid impacts to winter flounder sensitive life stages, and anadromous fish spawning and migration.

Board of Selectmen

On Thursday, August 2, 2018 at 9:30 a.m. in the Selectmen's Meeting Room, the Internal Working Group for Special Events met. The events that follow are recommended for approval by the Special Events working group. Any conditions set have been printed on the front of the permits.



**TOWN OF FALMOUTH
SPECIAL EVENT PERMIT**

EVENT Main Street Mile

NAME Falmouth Track Club

MAILING ADDRESS P.O. Box 699, West Falmouth, MA 02574

EVENT DAY & DATE Sunday, September 9, 2018

RAIN DATE None.

EVENT LOCATION Main St. Village Green to Walker St. to Surf Drive Beach House

EVENT TYPE 36th Annual Main Street Mile Road Race

SETUP/BREAKDOWN TIME 11:00 am / 3:00 pm **EVENT HOURS** 1:00 p.m. – 2:30 p.m.

NUMBER OF ATTENDEES 200 **# OF VEHICLES** 75 - 100

ADDITIONAL DETAILS Requesting use of Surf Drive beach house for restroom facilities.
Race route is attached.

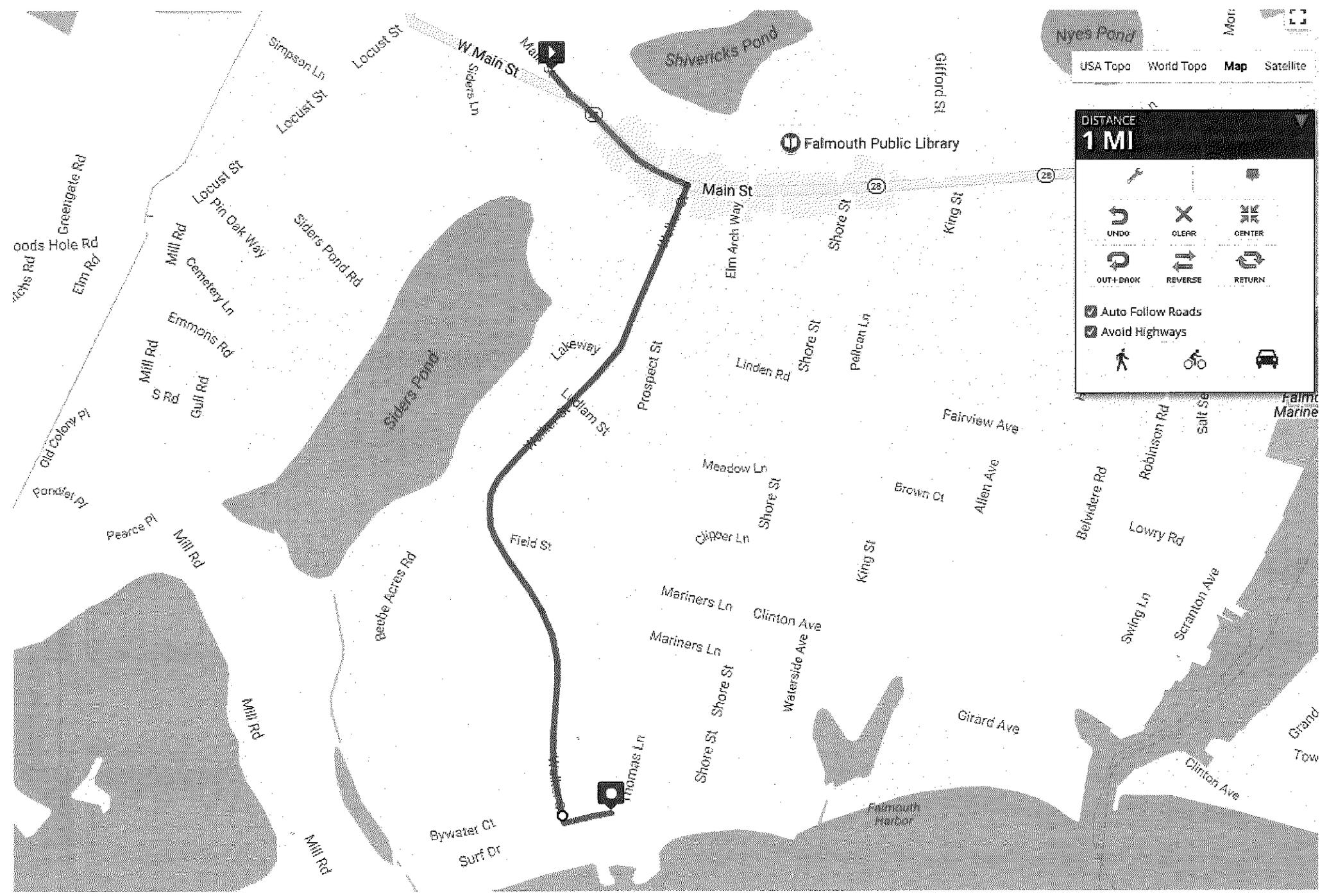
CONDITIONS:

1. Locations must be policed for cleanliness following the race.
2. Contact Detail Sergeant and Police Department two weeks before event to arrange for adequate public safety requirements.
3. Contact the Beach Superintendent to arrange for opening of bathrooms at Surf Drive bathhouse.

PERMIT FEE \$100.00 **FILING FEE** \$10.00

DEPOSIT \$300.00 (Refundable at conclusion of event provided that no litter or damage has occurred)

BOARD OF SELECTMEN:



More

USA Topo World Topo **Map** Satellite

DISTANCE
1 MI

UNDO CLEAR CENTER

OUT+BACK REVERSE RETURN

Auto Follow Roads
 Avoid Highways



**TOWN OF FALMOUTH
SPECIAL EVENT PERMIT**

EVENT Falmouth Dream Cruise

NAME Falmouth Classic Car Club

MAILING ADDRESS P.O. Box 535, Falmouth, MA 02541

EVENT DAY & DATE Saturday, September 15, 2018

RAIN DATE Sunday, September 16, 2018

EVENT LOCATION Close 2/3 of Shore Street Extension

EVENT TYPE Classic Car Show

SET-UP ARRIVAL TIME 6:00 a.m. **EVENT HOURS** 9:00 a.m. – 3:00 p.m.

NUMBER OF ATTENDEES 100 **# of VEHICLES** 80-90

ADDITIONAL DETAILS Library Lawn.

CONDITIONS:

1. **Rain Event:** 24 hours in advance of the event, the event coordinator will contact Parks Superintendent (508) 457-2543 to ensure that provisions are made to limit impacts on turf. The Parks Superintendent has the authority to prohibit parking on grass area if the area is determined to be too wet.
2. **Electric Lines:** Mats rated for covering utility cords must be used to cover electrical wires.
3. **Event organizer to provide additional trash receptacles and pickup.**
4. **All areas to be checked for cleanliness following the event.**

PERMIT FEE \$100.00 **FILING FEE** \$10.00

DEPOSIT \$300.00 **Refundable at conclusion of event provided that no litter or damage has occurred)**

BOARD OF SELECTMEN:



**TOWN OF FALMOUTH
SPECIAL EVENT PERMIT**

EVENT NAME Buzzards Bay Coalition Watershed RIDE

NAME Buzzards Bay Coalition, Deborah Hood, Event Manager

MAILING ADDRESS 114 Front Street, New Bedford, MA 02740

EVENT DAY & DATE Sunday, September 30, 2018

RAIN DATE None.

EVENT LOCATION Bike Path (from Old Dock Road to Swope Center on MBL Street)

EVENT TYPE Cycling Fundraiser to benefit clean water

SET-UP ARRIVAL TIME 10:00 a.m. **EVENT HOURS** 1:00 p.m. – 5:00 p.m.

NUMBER OF ATTENDEES 300 **# OF VEHICLES** 160

ADDITIONAL DETAILS Organizer to hire two police details: one at Water & Railroad and one at Water & MBL. Parking for 160 cars secured from MBL & WHOI lots. (All food, alcohol, tables, chairs and entertainment contained on private property at MBL Swope Center.)

CONDITIONS:

1. Please observe Shining Sea Bike Path rules, attached.
2. MBL Street to remain passable for emergency vehicles.
3. Contact Falmouth Police Department Detail Sergeant 30 days prior to event to arrange for proper safety measures.
4. Contact Health Department 30 days prior to event to ensure permits are in place.
5. Organizers to post temporary signs on bike path 48 hours in advance to alert users of the event.
6. Organizers to police the bike route to ensure that no litter or debris is left behind.

PERMIT FEE \$200.00 **FILING FEE** \$10.00
DEPOSIT \$300.00 (Refundable at conclusion of event provided that no litter or damage has occurred)

BOARD OF SELECTMEN:



**TOWN OF FALMOUTH
WEDDING CEREMONY AND PARKING PERMIT**

NAME Dorothy Turner

MAILING ADDRESS 5 Boxberry Hill Road., East Falmouth, MA 02536

CEREMONY DAY & DATE Saturday, August 25, 2018

RAIN DATE (Saturday, September 1, 2018)

LOCATION Old Silver Beach (Public Beach)

SET-UP ARRIVAL TIME 4:30 p.m. **CEREMONY HOURS** 4:30 p.m. – 6:30 p.m.

NUMBER OF GUESTS 20-30 **NUMBER OF VEHICLES** 5

TIME NEEDED FOR PARKING VEHICLES 4:30 p.m. – 7:00 p.m.

ADDITIONAL INFORMATION: Renewal of vows on the beach.

CONDITIONS:

1. Consumption of alcoholic beverages prohibited on Town beaches and parking areas.
2. Public parking is on a first come first serve basis.

PERMIT FEE \$150.00 **FILING FEE** \$10.00

DEPOSIT \$300.00 *(Deposit refundable at conclusion of event provided that no litter or damage has occurred)*

BOARD OF SELECTMEN:



**TOWN OF FALMOUTH
SPECIAL EVENT PERMIT**

EVENT Take Back the Beach Ball

NAME Elizabeth Colt, Quicks Hole, LLC

MAILING ADDRESS P.O. Box 4, Woods Hole, MA 02543

EVENT DAY & DATE Sunday, September 16, 2018

RAIN DATE None

EVENT LOCATION Parking Lot at Quicks Hole Taqueria, 6 Luscombe Avenue, Woods Hole

EVENT TYPE Family-Friendly, Food and Drink, End of Season Event

SET-UP ARRIVAL TIME _____ **EVENT HOURS** 2:00 p.m. – 6:00 p.m.

NUMBER OF ATTENDEES 150 - 200 **# OF VEHICLES** _____

ADDITIONAL DETAILS Special one-day wine and malt liquor license. Entertainment by Brothers Rye Band. Staff will be stationed at the public entry areas to check for proper I.D. and to be sure alcohol does not leave the licensed premise area. Servers are TIPS certified. Food will be provided by Quicks Hole. No tent requested. No signage requested. Applicant will provide proof of insurance coverage for event.

CONDITIONS:

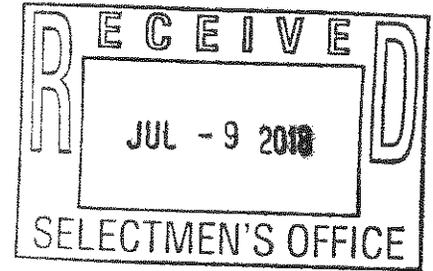
1. No street closure.
2. No use of tents for outside cooking.

PERMIT FEE \$100.00 **FILING FEE** \$10.00

DEPOSIT \$300.00 (Refundable at conclusion of event provided that no litter or damage has occurred)

BOARD OF SELECTMEN:

MEMO



to: Town of Falmouth
from: Beth Colt of Quicks Hole LLC
date: July 5, 2018
re: Proposed Event "Take Back the Beach Ball" on September 16, 2018

We propose to hold a "Take Back the Beach Ball" fall gathering on Sunday September 16, 2018 in Woods Hole. We are not requesting a street closure.

We seek a one-day liquor license in order to serve alcohol in the areas demarcated on the attached map. We propose hiring a band to play in the parking lot of the Quicks Hole Taqueria, located at 6 Luscombe Avenue. We are anticipating a family-friendly event for all ages, and hope that the locals of Woods Hole and Falmouth will join us in celebrating the end the season at this free event.

All food sold will come from our licensed kitchen, so we imagine we do not need an additional health inspection for food service, but are happy to apply if you deem it appropriate.

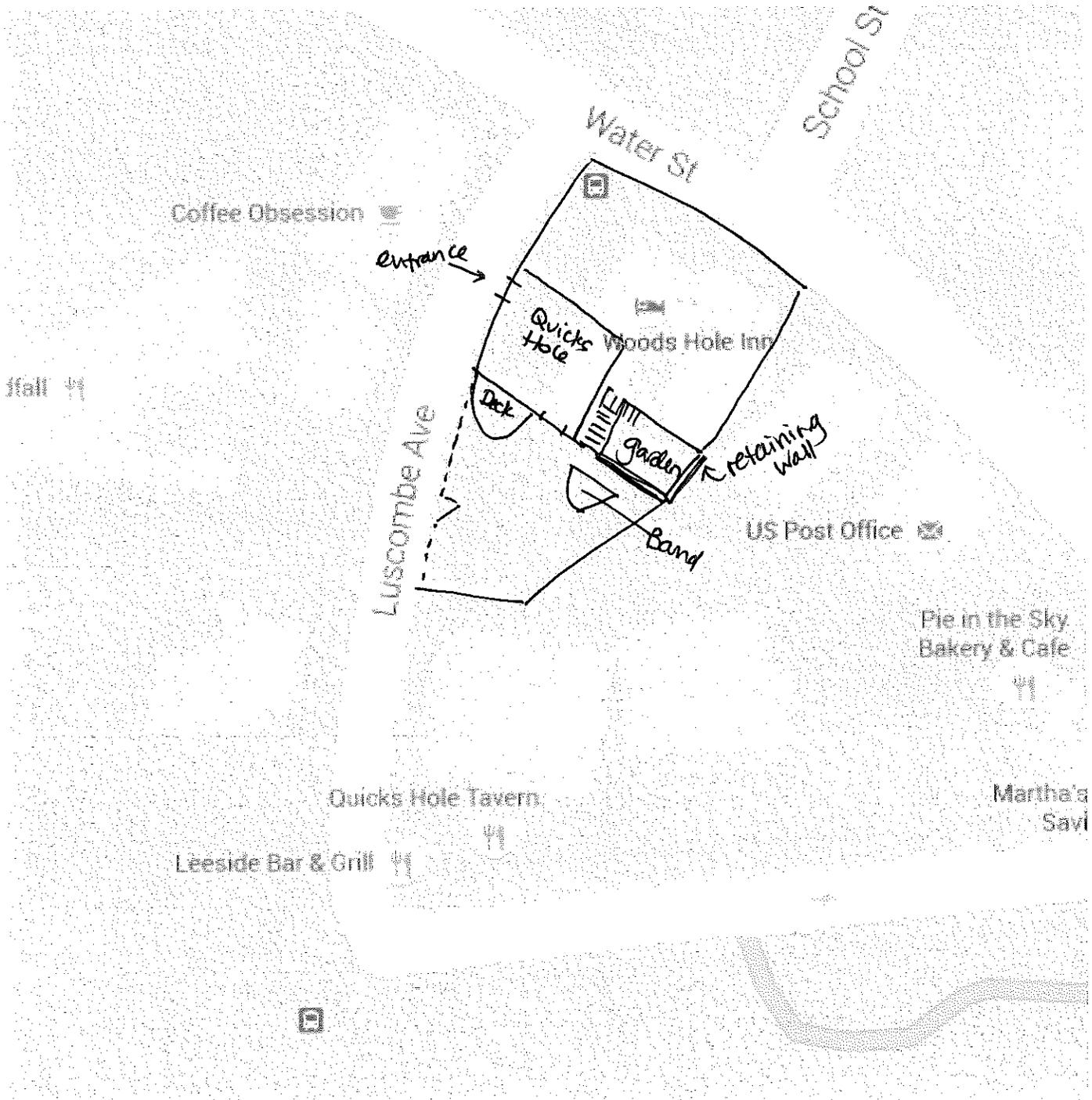
We will seek a one-day liquor license for Sunday Sept 16, 2018. We plan to establish a secure area within which alcohol may be served (please see attached map). We will set up an outdoor bar in addition to the bar in our restaurant. All bartenders will be TIPS certified and all ABCC laws regarding the sale of alcohol will be observed. In addition, additional staff will be hired to maintain secure gates and doors to be sure alcohol does not leave the licensed premise area.

We do not anticipate needing a tent. We do not anticipate needing any special signage.

We will seek and provide proof of insurance coverage of \$2,000,000 in the aggregate and \$1,000,000 per occurrence per your requirement.

We will attach letters of support from all other businesses in the street from a similar request in 2016 including Coffee Obsession, Soft as A Grape, Old Barn Liquors, Jimmy's and Coalition for Buzzards Bay.

Quicks Hole LLC
Beach Ball
One Day Liquor License Proposal
Sunday Sept 16, 2018



- KEY
- Existing Fence
 - == Existing Retaining Wall
 - - - - Event Fencing with Access Gate - - - -

Beth Colt 323-610-3812
BethSColt@gmail.com



**TOWN OF FALMOUTH
SPECIAL EVENT PERMIT**

EVENT Anything But a Boat Race

NAME Shelley Dawicki, NOAA Fisheries

MAILING ADDRESS 166 Water Street, Woods Hole, MA 02543

EVENT DAY & DATE Sunday, September 16, 2018

RAIN DATE None

EVENT LOCATION Great Harbor "Garbage" Beach, Woods Hole
(located next to Waterfront Park and NOAA Fisheries parking lot)

EVENT TYPE Human-powered craft built with no boat parts

SET-UP ARRIVAL TIME _____ **EVENT HOURS** 11:00 a.m. – 2:00 p.m.

NUMBER OF ATTENDEES 200 **# OF VEHICLES** _____

ADDITIONAL DETAILS Parking will be on-street metered parking and in NOAA Fisheries parking lot. Entrants will be 18 or older, wear a Coast Guard approved life jacket, craft will be inspected before the event by the race committee, and race volunteers will be stationed ashore as well as in the water.

CONDITIONS:

1. Organizers to ensure that no debris or litter is left behind.

PERMIT FEE \$100.00 **FILING FEE** \$10.00
DEPOSIT \$300.00 *(Refundable at conclusion of event provided that no litter or damage has occurred)*

BOARD OF SELECTMEN:

Diane Davidson

From: Shelley Dawicki - NOAA Federal <shelley.dawicki@noaa.gov>
Sent: Friday, June 29, 2018 4:02 PM
To: Diane Davidson; Daniel, Michael J LTJG
Subject: September event on garbage beach, Woods Hole

Hi Diane and Mike,

I am part of a subcommittee from the Woods Hole scientific organizations planning a weekend of events September 15 and 16 in Woods Hole in association with the Woods Hole Business Association. One of the Sunday events is an "Anything But A Boat Race" which we'd like to hold around noon on the Great Harbor Beach in Woods Hole next to the Fisheries Laboratory parking lot. It is sometimes called garbage beach by locals. The event would last about two hours, probably far less given experience from similar races in the past!

The "unboats" cannot have an engine, or have a boat hull, be a surfboard or paddleboard, kayak or anything related to a commercially available boat. Entries must human-powered in some way.

This event has last held in 2005, during WHOI's 75th anniversary, and was held four times in the early 1980s by WHOI employees. We found records that similar races were held at that same spot as early as 1921 by MBL and perhaps the Fisheries Lab. I am the lead organizer for this event and have several members on the committee who participated in or were involved in organizing the previous races.

Two markers will be placed in the water not far offshore between the Fisheries jetty and the MBL pier and three small safety boats will monitor the course as the craft try to make their way around the markers and back to shore. It takes about 15 minutes for someone to complete the course. Prizes will be awarded, donated by the business association members.

All entrants and crew members must sign a liability release form. Everyone must be 18 or older, wear a Coast Guard approved life jacket/personal flotation device, etc. and the entries registered by a deadline. Craft will be inspected before the event by the committee and craft "captains" made aware of the race rules. We will have volunteers ashore as well as in the water to keep things organized and safe. Entries will be limited to a small number of craft (about 20, in case some drop out at the last minute). There is no fee for entry as this is meant to be a fun, creative community event.

Since the waterfront area is owned by the Town of Falmouth at that location, what do I need to do to receive permission from the Town to do this event? Do I need to apply for approval of a marine event? I am also asking the Coast Guard station in Woods Hole if we need to apply for a permit from them to hold this event.

I am happy to come to a meeting if needed to further explain the event, and I have images and information from past events. It is popular and fun and would be a nice addition to the weekend's activities, all of which will be held on WHOI property, at Waterfront Park, or at local business establishments.

Thank you for your consideration. I look forward to hearing from you.

Shelley Dawicki
NOAA Fisheries
508-495-2378



TOWN OF FALMOUTH

Office of the Town Manager & Selectmen

59 Town Hall Square, Falmouth, Massachusetts 02540

Telephone (508) 495-7320

Fax (508) 457-2573

PUBLIC HEARING NOTICE

The Falmouth Board of Selectmen will hold a public hearing under Section 4300 (Wetland Regulations) of the Zoning By-Laws of the Town of Falmouth on August 6, 2018 at 7:30 p.m., in the Falmouth Town Hall, on the application of Steven Balas and Michael Kachadoorian for the Proposed Ramp and Float located at #64 and Lot 77 Muskegat Road, East Falmouth. Area affected is Eel Pond. Interested parties may review the file on this hearing at the Selectmen's Office.

Per Order of the
Board of Selectmen

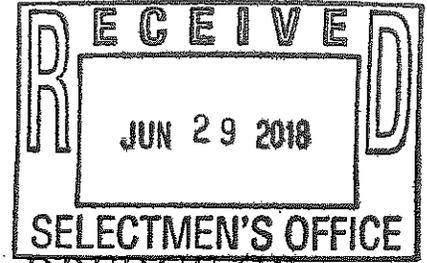
PUBLICATION DATES:
JULY 13 and JULY 20, 2018

RECEIVED

JUL - 6 2018

~~CONTRACTS TOWN CLERK~~

18



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

PAID
\$ 70.00

pad 3:00 pm

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

PROPOSED RAMP AND FLOAT

#64 AND LOT 77 MUSKEGAT ROAD

EAST FALMOUTH, MASSACHUSETTS

Prepared for:

Steven Balas and Michael Kachadoorian

Prepared by:



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

TOWN OF FALMOUTH
BOARD OF SELECTMEN

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

To the Board of Selectmen
Falmouth, MA

Date: June 29, 2018

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

OWNER: Steven Balas, Michael Kachadoorian 64, lot 77 Muskegat Rd.
(full name) (address)

AGENT: Falmouth Engineering, Inc. 17 Academy Ln, Ste 2 Falmouth, MA 02540
(full name) (address)

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

1. Location of Property: Map 32 Section 04 Parcel 008 Lot 87,77

Street Name and House Number 64 & Lot 77 Muskegat Road

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

3. Description of property and project site: Fully developed residential area. Single family home exists at #64. A new home is proposed on lot 77. An existing licensed and locally permitted concrete bulkhead currently exist on the waterfront #64 13,750 S.F. Lot 77 11,499 S.F.

a. Dimensions, Acreage of total parcel: _____

b. Length of water marsh frontage: n/a

c. Dimensions of area to be dredged: n/a Depth n/a

d. Dimensions of area to be filled: n/a

e. Volume of dredging spoil to be moved: n/a

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

Disposition of Spoil: n/a

f. Describe proposed riprap or bulkheading, if any: n/a

g. Other (docks, piers and etc.) 4' x 25' float and 3' x 12' ramp

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

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

5. Zoning which governs area: AGB

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

7. Has a permit ever been approved or refused for this location by State, Federal or Local Authority? Yes

8. Remarks Order of Conditions DEP File No. 25-4366

9. Project Summary for legal notice: The applicants propose to install a ramp and float to the existing licensed bulkhead.

Owner: Steven Balas
64 Muskegat Rd.
E. Falmouth, MA 02536.
Michael Kachadoorian
PO Box 751 E. Falmouth, MA 02536

(Name & Address)
TEL #:

Agent: Falmouth Engineering, Inc.
17 Academy Ln, Ste 2 Falmouth, MA
02540

(Name & Address)
TEL #:

Applicant: Same as owner

(Name & Address)
TEL #:

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

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ATTACHMENT D - ORDER OF CONDITIONS 25-4366

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ATTACHMENT F - PLAN OF PROPOSED PIER

ATTACHMENT A

PROJECT NARRATIVE

ATTACHMENT A - PROJECT NARRATIVE

1.0 Introduction and Project Overview

Falmouth Engineering Inc. has filed this Notice of Intent (NOI) application on behalf of Steven Balas and Michael Kachadoorian, Co-applicants. The Applicants propose to install a ramp and float to the existing licensed concrete bulkhead.

Included in this construction project is the placement of two (2) 10-inch diameter piles to secure a 4' x 25' float and a 3' x 12' ramp that connects to a concrete bulkhead.

The proposed ramp and float will replace a float that is currently tied alongside the bulkhead. Re-orienting the float will allow for improved access to tie two boats alongside. The co-applicants intend to share the float.

The application is being jointly filed pursuant to the Massachusetts Wetlands Protection Act (MWPA, M.G.L. Chapter 131, Section 40) and its implementing regulations (310 CMR 10.00) and the Falmouth Wetlands Protection Bylaw (Chapter 235 of the Code of Falmouth) and the Falmouth Wetland Regulations (FWR 10.00).

2.0 Existing Conditions

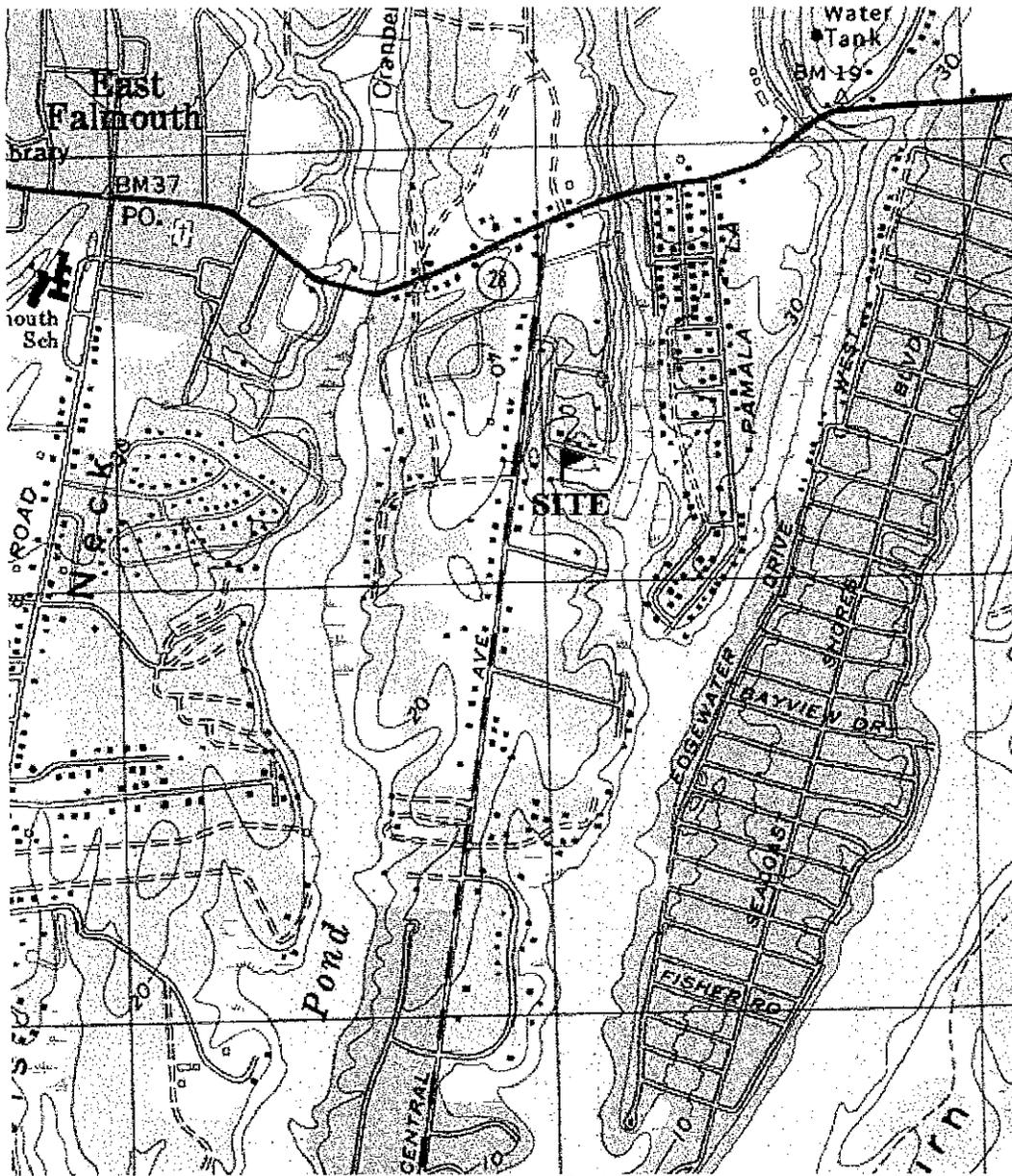
The lot consists of two residential lots in a densely developed residential area of East Falmouth (refer to Figure 1-Site Location Map). A single family residence occupies #64 Muskegat Road and a house is proposed on Lot 77. Other residential properties lie to each side of the site.

An existing licensed and locally permitted concrete bulkhead currently exist on the waterfront. The surrounding area contains a concrete bulkhead and residential floats.

2.1 Regulated Wetland Resource Areas

All coastal resource areas within 100 feet of the proposed project facilities have been identified and appropriately located in the field. Adjacent resource areas include a Coastal Bank, Land Under the Ocean, Land Containing Shellfish and Land Subject to Tidal Action.

The attached plan shows each of the resource areas that have been identified in the project area.



Printed from TOPO! ©1998 Wildflower Productions (www.topo.com)

FIGURE 1-SITE LOCATION MAP

64 & LOT 77 MUSKEGAT ROAD

EAST FALMOUTH, MA

2.3 Estimated Habitat and Protected Species

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

3.0 Proposed Project

The proposed project includes the placement of two (2) 10-inch diameter piles to secure a 4' x 25' float and a 3' x 12' ramp that connects to a concrete bulkhead.

The proposed ramp and float will replace a float that is currently tied alongside the bulkhead. Re-orienting the float will allow for improved access to tie two boats alongside. The co-applicants intend to share the float.

Two piles will be driven in the locations shown on the plan. These piles will secure the proposed float in place.

The proposed ramp will be connected to the existing licensed concrete bulkhead.

Both applicants will share the float, docking on each side of the float in the areas designated as mooring field.

The piles will be driven by a barge mounted pile driver.

Each applicant will access the float from their respective properties.

An existing path from #64 Muskegat Road will require some maintenance by replacement of existing timber stairs as shown on the plan.

All staging, cutting, and prep work will be done on the barge or in the upland.

4.0 Anticipated Impacts to Resource Areas

Anticipated Impacts

The total area of the proposed float is 100 square feet. The area of the proposed piles is approximately 1 square foot. Anticipated impacts are expected to be temporary and limited. The entire pond area is a man-made dredged canal. The canal was created to provide access to each lot for recreational boating purposes.

In addition, the harbormaster reviewed the proposed plan and commented that he had no concerns as they relate to navigation. A copy of his correspondence is attached to this application.

5.0 Summary

The existing wetland resources, proposed project and potential project impacts associated with this project have been documented in this application. The proposed common float is designed to improve current conditions and meet standards for new docks. The proposed float will provide docking for two vessels and used in common between the Co-Applicants. The project meets applicable performance standards and should therefore be reviewed favorably by the Board of Selectmen.

ATTACHMENT B

CHAPTER 91 LICENSE 14601 AND PLAN

The Commonwealth of Massachusetts



No. 14601

SIMPLIFIED LICENSE
BRP WW06

Applicant must fill in pages 1 and 2 of this license.

Michael Kachadoorian of the Town/City of: Falmouth in: Barnstable
Applicant's name Town/City County
County and Commonwealth aforesaid, has applied to the Department of Environmental Protection for a Simplified License to:

DEED Book 30303 Pg 185

Please check:

maintain an existing (pre-1984):

Please check all that apply below:

- pier/dock
- boat ramp
- ramp
- float(s)
- pile(s) (as part of pier)
- boat lift
- boat house
- retaining wall/seawall
- bulkhead
- rip rap/stone revetment
- groin(s)
- Nonwater-dependent (NWD) residence
- other _____

construct a proposed or maintain an existing (post-1984):

Please check all that apply below:

- pier/dock
- ramp
- float(s)
- pile(s)
- boat lift
- pile-supported boat house
- other: _____

and has submitted plans of the same; and whereas due notice of said application has been given, as required by law, to the [Please check one.] Board of Selectmen Mayor and City Council, of the Town/City of: Falmouth
Town/City

NOW, said Department, having heard all parties desiring to be heard, and having fully considered said application, hereby, ~~subject to the approval of the Governor,~~ authorizes and licenses said Licensee, subject to the provisions of the ninety-first chapter of the General Laws, and of all laws which are or may be in force applicable thereto, to:

Please check all that apply:

maintain existing structure(s) for:

- non commercial docking/access to navigable water
- shoreline stabilization
- residential, NWD building
- other _____

Please check all that apply:

construct and maintain structure(s) for:

- non commercial docking/access to navigable water
- other _____

in and over the waters of: Eel Pond in the Town/City of: Falmouth
Waterway Town/City

and in accordance with the locations shown and details indicated on the accompanying License Sketch Plan No. 14601.
(total number of Sheet(s): 2)

USE: The structures authorized herein shall be for private non-commercial use of the licensee. The structures shall not be used for commercial purposes, leased, rented or otherwise let for compensation. Any change in use shall require an amendment to this license by the Department. The structures authorized herein shall be limited to the following uses: noncommercial docking and boating access to navigable waters.

TERM: This License will expire fifteen (15) years from the date of License issuance. By written request of the Licensee for an amendment, the Department may grant a renewal for the term of years not to exceed that authorized in the original license.

WATERWAYS CONDITIONS:

1. ACCESS: In accordance with any License condition, easement, or other public right of lateral passage that exists in the area of the subject property lying between the high and low water marks" or "below the ordinary high water mark", the Licensee shall allow the public in the exercise of such rights to pass freely over, under or around all structures within such (intertidal) area. Accordingly, the Licensee shall place and maintain, in good repair, a public access sign on the easterly/westerly or northerly/southerly sides of the pier/dock, authorized herein or at each property line, adjacent to the high water shoreline. Said signs shall comply with the Department's signage guidelines (see instructions) and shall be posted immediately upon license issuance or completion of construction. Nothing in this condition shall be construed as preventing the Licensee from excluding the public from portions of said structure(s) or property not intended for lateral passage.

In partial compensation for the private use of structures and/or fill on tidelands and/or private tidelands and/or Great Ponds which interferes with the rights of the public to use such lands, the Licensee shall allow the public to pass on foot, for any purpose and from dawn to dusk, within the area of the subject property lying seaward of the high water mark or, for Great Ponds within the public access way delineated on the License plan/or within 5 feet of the ordinary high water shoreline. This condition shall not be construed to prevent the Licensee from taking reasonable measures to discourage unlawful activity by users of the area intended for public passage, including but not limited to trespassing on adjacent private areas and deposit of refuse of any kind or nature in the water or on the shore. Further, the exercise by the public of free on-foot passage in accordance with this condition shall be considered a permitted use to which the limited liability provisions of M.G.L. c.21, s17c shall apply.

2. This License authorizes structure(s) and/or fill on:
FOR MassDEP USE ONLY

<input checked="" type="checkbox"/> Private Tidelands	In accordance with the public easement that exists by law on private tidelands, the Licensee shall allow the public to use and to pass freely upon the area of the subject property lying between the high and low water marks, for the purposes of fishing, fowling, navigation, strolling and the natural derivatives thereof.
<input type="checkbox"/> Commonwealth Tidelands	The Licensee shall not restrict the public's right to use and to pass freely, for any lawful purpose, upon lands lying seaward of the low water mark. The Commonwealth holds said lands in trust for the benefit of the public.
<input type="checkbox"/> Great Pond	The Licensee shall not restrict the public's right to use and to pass freely upon lands lying seaward of the high water mark for any lawful purpose.
<input type="checkbox"/> Navigable River or Stream	The Licensee shall not restrict the public's right to use and to pass freely, for any lawful purpose, in the waterway.

3. Unless otherwise expressly provided by this license, the Licensee shall not limit the hours of availability of any areas of the subject property designated for public passage, nor place any gates, fences, or other structures on such areas in a manner that would impede or discourage the free flow of pedestrian movement thereon. No restriction on the exercise of these public rights shall be imposed unless otherwise expressly provided in this license.

4. Any change in use or any substantial structural alteration of any structure or fill authorized herein shall require the issuance by the Department of a new Waterways License in accordance with the provisions and procedures established in Chapter 91 of the Massachusetts General Laws. Any unauthorized substantial change in use or unauthorized substantial structural alteration of any structure or fill authorized herein shall render this Waterways License void.

5. This Waterways License shall be revocable by the Department for noncompliance with the terms and conditions set forth herein. This License may be revoked after the Department has given written notice of the alleged noncompliance to the Licensee and those persons who have filed a written request for such notice with the Department and afforded them a reasonable opportunity to correct said noncompliance. Failure to correct said noncompliance after the issuance of a written notice by the Department shall render this Waterways License void and the Commonwealth may proceed to remove or cause removal of any structure or fill authorized herein at the expense of the Licensee, its successors and assigns as an unauthorized and unlawful structure and/or fill.

6. The structures and/or fill authorized herein shall be maintained in good repair and in accordance with the terms and conditions stated herein.

7. Nothing in this Waterways License shall be construed as authorizing encroachment in, on or over property not owned or controlled by the Licensee, except with the written consent of the owner(s) thereof.

8. This Waterways License is granted subject to all applicable Federal, State, County, and Municipal laws, ordinances and regulations including but not limited to a valid final Order of Conditions issued pursuant to G.L. Chapter 131, s.40, the Wetlands Protection Act.

CONSTRUCTION:

9a. The project shall not significantly interfere with littoral or riparian property owners' rights to access and egress their property from the waterway. All structures shall be set back, at a minimum, at least twenty-five (25) feet from abutting property lines, where feasible.

9b. Structures shall not extend beyond the length of existing piers used for similar purposes; in no case shall the length extend more than $\frac{1}{4}$ of the way across a water body and shall conform to the square footage requirements as stated in Construction Condition 9a.

9c. Within areas of salt marsh, structures shall be constructed with a minimum height of 4 feet above ground level measured from the bottom of the stringer, and maximum width of 4 feet, or at a 1:1 ratio so as not to have an adverse impact on the salt marsh or aquatic vegetation. Whereas, the width of the pier maybe equal to but not greater than the height. Any ladders shall be constructed of durable materials, shall be fixed to the pier in such a manner so as not to rest on the marsh, shall have a minimum width of 2.0 feet, and shall have adequate railings extending above the pier/dock decking in order to facilitate safe passage.

9d. When removed, all seasonal structures shall be stored landward of the mean or ordinary high water shoreline, vegetated wetlands, dunes and all wetland resource areas. Said storage shall be in conformance with any applicable local, state or federal requirements.

9e. The float(s) shall be constructed with an appropriate number of piles/pipes, legs or stop blocks attached to the float structural elements in order to maintain at least 24 inches of clearance off the bottom at extreme low tides.

9f. All work authorized herein shall be completed within five (5) years of the date of License issuance. Said construction period may be extended by the Department for one or more one year periods without public notice, provided that the Applicant submits to the Department, thirty (30) days prior to the expiration of said construction period, a written request to extend the period and provides an adequate justification for said extension.

DOCKING OF VESSELS:

10a. Motorized vessels shall be moored stern seaward of the float and shall have a draft no greater than that which provides a minimum of one foot clearance from the bottom at extreme low water. Where eelgrass is present, vessels shall not have any adverse affects on eelgrass in the area.

10b. Vessels shall be moored such that they do not become grounded at any tide.

10c. No dredging (including, but not limited to effects of prop wash) is permitted herein.

10d. No boat moored at any dock may block or unduly impede navigation within the waterway or the use of any adjacent dock.

COMPLIANCE

The Licensee, within sixty (60) days of completion of the licensed project, shall submit a written statement to the Department that the project has been completed in substantial conformance with the conditions and plans of said license, or a copy of the Certificate of Compliance for this project issued pursuant to the Wetlands Protection Act (if the project was previously issued an Order of Conditions or Superseding Order of Conditions under said Act).

This License shall be void unless the License and the accompanying plan(s) are recorded within 60 days from the date hereof, in the Registry of Deeds for the said County.

Acceptance of this Waterways License shall constitute an agreement by the Licensee to conform with all terms and conditions stated herein. This License is granted upon the express condition that any and all other applicable authorizations required due to the provisions hereof shall be secured by the Licensee prior to the commencement of any activity of use authorized pursuant to this License.

FOR MassDEP USE ONLY:

THE COMMONWEALTH OF MASSACHUSETTS

IN WITNESS WHEREAS, said Department of Environmental Protection have hereunto set their hands on this 18th day of January in the year 2018
date month year

for Program Chief David E. Hill

Department of
Environmental
Protection

~~THE COMMONWEALTH OF MASSACHUSETTS~~

~~This License is approved in consideration of the payment into the treasury of the Commonwealth by said —
Applicant of the further sum of _____ Amount dollars and zero cents (\$0.00).~~

~~The amount determined by the Governor as a just and equitable charge for rights and privileges hereby granted in the land of the Commonwealth.~~

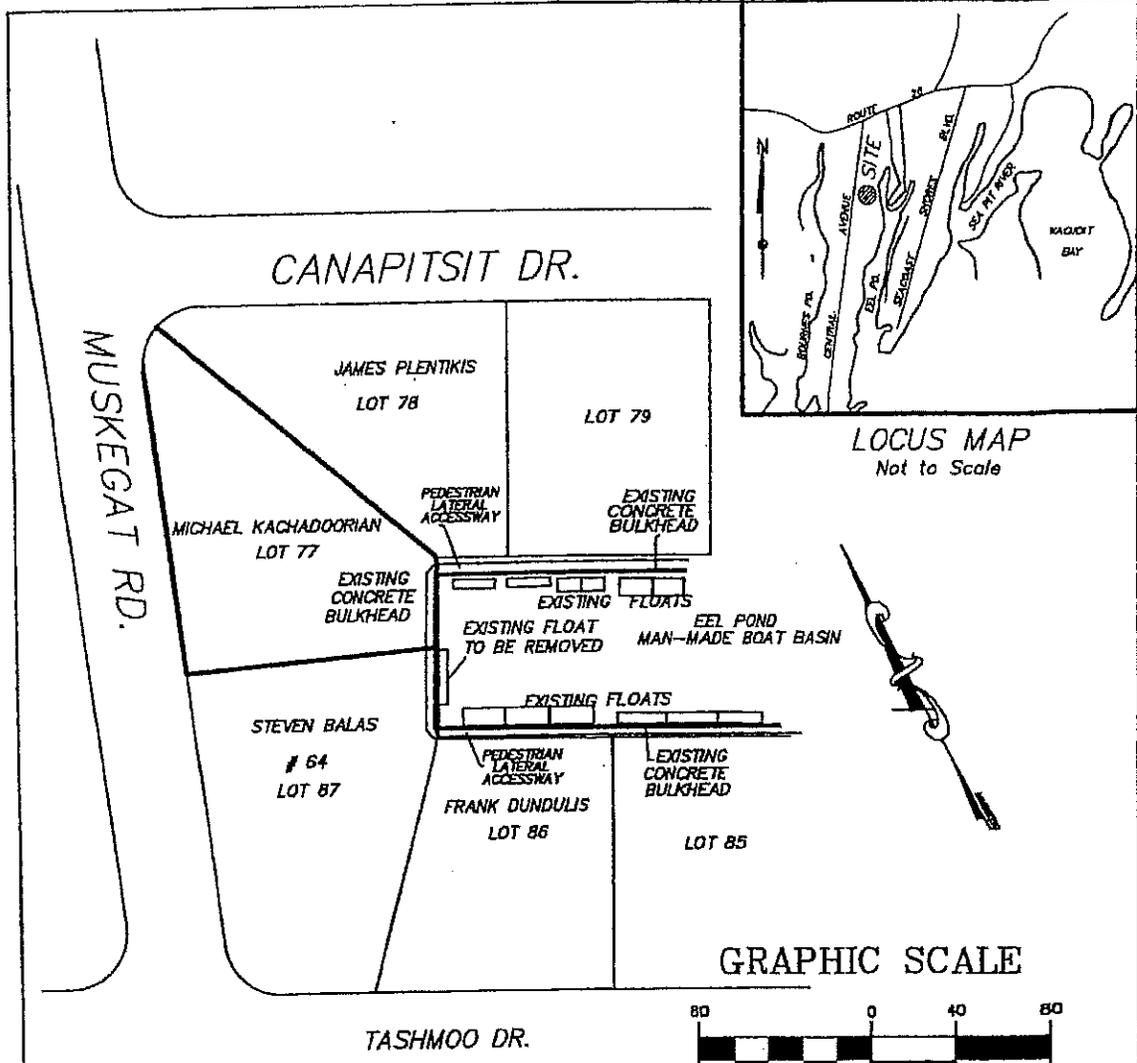
~~Boston~~

~~Approved by the Governor.~~

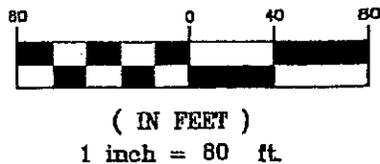
~~Governor~~

LICENSE NO. 14601

APPROVED BY DEPARTMENT OF ENVIRONMENTAL PROTECTION
DATE: JAN 18 2018



Warwick & Associates Inc.
 63 County Road Box 801
 North Falmouth, Mass 02556



ADJACENT PROPERTY OWNERS

1. STEVEN BALAS
64 MUSKEGAT RD.
E. FALMOUTH, MA. 02536
2. JAMES PLENTIKIS
5 CANAPITSIT DR.
E FALMOUTH, MA. 02536

PLAN ACCOMPANYING THE PETITION OF

MICHAEL KACHADOORIAN
 LOT 77 MUSKEGAT ROAD
 E. FALMOUTH, MA. 02536

TO LICENSE AND MAINTAIN EXISTING CONCRETE BULKHEAD

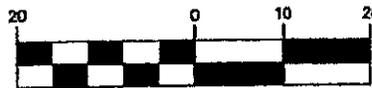
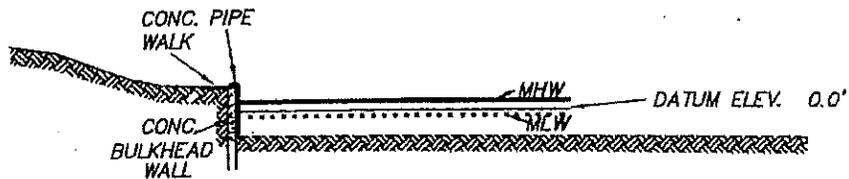
IN THE WATERS OF
 EEL POND AT FALMOUTH

SHEET 1 OF 2
 Date: 06/30/2017
 Rev. 08/14/2017

LICENSE NO. 14601

APPROVED BY DEPARTMENT OF ENVIRONMENTAL PROTECTION
DATE: JAN 18 2018

PROFILE VIEW



(IN FEET)
1 inch = 20 ft.

Warwick & Associates Inc.
63 County Road Box 801
North Falmouth, Mass 02556

ADJACENT PROPERTY OWNERS

1. STEVEN BALAS
64 MUSKEGAT RD.
E. FALMOUTH, MA. 02536
2. JAMES PLENTIKIS
5 CANAPITSIT DR.
E FALMOUTH, MA. 02536

PLAN ACCOMPANYING THE PETITION OF

MICHAEL KACHADOORIAN
LOT 77 MUSKEGAT ROAD
E. FALMOUTH, MA. 02536

TO LICENSE AND MAINTAIN EXISTING CONCRETE BULKHEAD

IN THE WATERS OF
EEL POND AT FALMOUTH

SHEET 2 OF 2

06/30/2017
Rev. 08/14/2017

BARNSTABLE REGISTRY OF DEEDS

John F. Meade, Register

ATTACHMENT C

HARBORMASTER LETTER

Mike Borselli

From: Mike Borselli
Sent: Thursday, March 22, 2018 9:26 AM
To: 'Gregg Fraser'
Subject: RE: Proposed float modification #64 and Lot 77 Muskegat Road

Thanks Gregg.

Michael J. Borselli, P.E.

President
Falmouth Engineering, Inc.
17 Academy Lane, Suite 200
Falmouth, MA 02540
508.495.1225

mike@falmouthengineering.com
www.falmouthengineering.com

From: Gregg Fraser [mailto:gregg.fraser@falmouthmass.us]
Sent: Thursday, March 22, 2018 8:51 AM
To: Mike Borselli <mike@falmouthengineering.com>
Subject: RE: Proposed float modification #64 and Lot 77 Muskegat Road

Hello Mike,

I have no objections to this proposal for navigation or moorings.

Gregg

From: Mike Borselli <mike@falmouthengineering.com>
Sent: Wednesday, March 21, 2018 5:23 PM
To: Gregg Fraser <gregg.fraser@falmouthmass.us>
Subject: Proposed float modification #64 and Lot 77 Muskegat Road

Hi Greg,

I intend to file a Notice of Intent application to modify the existing float configuration at the above reference property.

I have attached the plan.

Can you review and comment so I can include your comments in the application?

Thank you.

ATTACHMENT D

ORDER OF CONDITIONS 25-4366



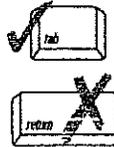
Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
WPA Form 5 – Order of Conditions
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:
 25-4366
 MassDEP File #
 eDEP Transaction #
 Falmouth
 City/Town

A. General Information

Please note: this form has been modified with added space to accommodate the Registry of Deeds Requirements

Important: When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



1. From: Falmouth
 Conservation Commission

2. This issuance is for (check one):
 a. Order of Conditions b. Amended Order of Conditions

3. To: Applicant:
Steven , Michael Balas , Kachadoorian
 a. First Name b. Last Name

c. Organization
64 Muskegat Road , PO Box 751

d. Mailing Address
East Falmouth MA 02536
 e. City/Town f. State g. Zip Code

4. Property Owner (if different from applicant):

 a. First Name b. Last Name

 c. Organization

 d. Mailing Address

 e. City/Town f. State g. Zip Code

5. Project Location:
64 & Lot 77 Muskegat Road East Falmouth
 a. Street Address b. City/Town

32 04 008 087 & 077
 c. Assessors Map/Plat Number d. Parcel/Lot Number

Latitude and Longitude, if known: d m s d m s
 d. Latitude e. Longitude



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

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A. General Information (cont.)

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

Barnstable
a. County
30222 , 30303
c. Book
b. Certificate Number (if registered land)
84 , 185
d. Page

7. Dates: 04/04/2018 05/16/2018 06/05/2018
a. Date Notice of Intent Filed b. Date Public Hearing Closed c. Date of Issuance

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

Site Plan - Proposed Ramp & Float
a. Plan Title
Falmouth Engineering, Inc. Michael Borselli, PE ; Gary Labrie, RLS
b. Prepared By c. Signed and Stamped by
05/08/2018
d. Final Revision Date e. Scale

f. Additional Plan or Document Title g. Date

B. Findings

1. Findings pursuant to the Massachusetts Wetlands Protection Act:

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

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

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

Approved subject to:

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



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B. Findings (cont.)

Denied because:

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

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

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



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B. Findings (cont.)

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

	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
10. <input type="checkbox"/> Designated Port Areas	Indicate size under Land Under the Ocean, below			
11. <input checked="" type="checkbox"/> Land Under the Ocean	125 +/- a. square feet	b. square feet		
	c. c/y dredged	d. c/y dredged		
12. <input type="checkbox"/> Barrier Beaches	Indicate size under Coastal Beaches and/or Coastal Dunes below			
13. <input type="checkbox"/> Coastal Beaches	a. square feet	b. square feet	c. nourishment cu yd	d. nourishment cu yd
14. <input type="checkbox"/> Coastal Dunes	a. square feet	b. square feet	c. nourishment cu yd	d. nourishment cu yd
15. <input checked="" type="checkbox"/> Coastal Banks	20' +/- a. linear feet	b. linear feet		
16. <input type="checkbox"/> Rocky Intertidal Shores	a. square feet	b. square feet		
17. <input type="checkbox"/> Salt Marshes	a. square feet	b. square feet	c. square feet	d. square feet
18. <input type="checkbox"/> Land Under Salt Ponds	a. square feet	b. square feet		
	c. c/y dredged	d. c/y dredged		
19. <input type="checkbox"/> Land Containing Shellfish	a. square feet	b. square feet	c. square feet	d. square feet
20. <input type="checkbox"/> Fish Runs	Indicate size under Coastal Banks, Inland Bank, Land Under the Ocean, and/or inland Land Under Waterbodies and Waterways, above			
	a. c/y dredged	b. c/y dredged		
21. <input checked="" type="checkbox"/> Land Subject to Coastal Storm Flowage	125 +/- a. square feet	b. square feet		
22. <input type="checkbox"/> Riverfront Area	a. total sq. feet	b. total sq. feet		
Sq ft within 100 ft	c. square feet	d. square feet	e. square feet	f. square feet
Sq ft between 100-200 ft	g. square feet	h. square feet	i. square feet	j. square feet



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B. Findings (cont.)

* #23. If the project is for the purpose of restoring or enhancing a wetland resource area in addition to the square footage that has been entered in Section B.5.c (BVW) or B.17.c (Salt Marsh) above, please enter the additional amount here.

23. Restoration/Enhancement *:

a. square feet of BVW

b. square feet of salt marsh

24. Stream Crossing(s):

a. number of new stream crossings

b. number of replacement stream crossings

C. General Conditions Under Massachusetts Wetlands Protection Act

The following conditions are only applicable to Approved projects.

1. Failure to comply with all conditions stated herein, and with all related statutes and other regulatory measures, shall be deemed cause to revoke or modify this Order.
2. The Order does not grant any property rights or any exclusive privileges; it does not authorize any injury to private property or invasion of private rights.
3. This Order does not relieve the permittee or any other person of the necessity of complying with all other applicable federal, state, or local statutes, ordinances, bylaws, or regulations.
4. The work authorized hereunder shall be completed within three years from the date of this Order unless either of the following apply:
 - a. The work is a maintenance dredging project as provided for in the Act; or
 - b. The time for completion has been extended to a specified date more than three years, but less than five years, from the date of issuance. If this Order is intended to be valid for more than three years, the extension date and the special circumstances warranting the extended time period are set forth as a special condition in this Order.
 - c. If the work is for a Test Project, this Order of Conditions shall be valid for no more than one year.
5. This Order may be extended by the issuing authority for one or more periods of up to three years each upon application to the issuing authority at least 30 days prior to the expiration date of the Order. An Order of Conditions for a Test Project may be extended for one additional year only upon written application by the applicant, subject to the provisions of 310 CMR 10.05(11)(f).
6. If this Order constitutes an Amended Order of Conditions, this Amended Order of Conditions does not extend the issuance date of the original Final Order of Conditions and the Order will expire on _____ unless extended in writing by the Department.
7. Any fill used in connection with this project shall be clean fill. Any fill shall contain no trash, refuse, rubbish, or debris, including but not limited to lumber, bricks, plaster, wire, lath, paper, cardboard, pipe, tires, ashes, refrigerators, motor vehicles, or parts of any of the foregoing.



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C. General Conditions Under Massachusetts Wetlands Protection Act

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

"Massachusetts Department of Environmental Protection" [or, "MassDEP"]
"File Number 25-4366 "
11. Where the Department of Environmental Protection is requested to issue a Superseding Order, the Conservation Commission shall be a party to all agency proceedings and hearings before MassDEP.
12. Upon completion of the work described herein, the applicant shall submit a Request for Certificate of Compliance (WPA Form 8A) to the Conservation Commission.
13. The work shall conform to the plans and special conditions referenced in this order.
14. Any change to the plans identified in Condition #13 above shall require the applicant to inquire of the Conservation Commission in writing whether the change is significant enough to require the filing of a new Notice of Intent.
15. The Agent or members of the Conservation Commission and the Department of Environmental Protection shall have the right to enter and inspect the area subject to this Order at reasonable hours to evaluate compliance with the conditions stated in this Order, and may require the submittal of any data deemed necessary by the Conservation Commission or Department for that evaluation.
16. This Order of Conditions shall apply to any successor in interest or successor in control of the property subject to this Order and to any contractor or other person performing work conditioned by this Order.



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

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

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

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



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

- iv. all post-construction stormwater BMPs are installed in accordance with the plans (including all planting plans) approved by the issuing authority, and have been inspected to ensure that they are not damaged and that they are in proper working condition;
- v. any vegetation associated with post-construction BMPs is suitably established to withstand erosion.
- c) The landowner is responsible for BMP maintenance until the issuing authority is notified that another party has legally assumed responsibility for BMP maintenance. Prior to requesting a Certificate of Compliance, or Partial Certificate of Compliance, the responsible party (defined in General Condition 18(e)) shall execute and submit to the issuing authority an Operation and Maintenance Compliance Statement ("O&M Statement") for the Stormwater BMPs identifying the party responsible for implementing the stormwater BMP Operation and Maintenance Plan ("O&M Plan") and certifying the following:
- i.) the O&M Plan is complete and will be implemented upon receipt of the Certificate of Compliance, and
 - ii.) the future responsible parties shall be notified in writing of their ongoing legal responsibility to operate and maintain the stormwater management BMPs and implement the Stormwater Pollution Prevention Plan.
- d) Post-construction pollution prevention and source control shall be implemented in accordance with the long-term pollution prevention plan section of the approved Stormwater Report and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollution Discharge Elimination System Multi-Sector General Permit.
- e) Unless and until another party accepts responsibility, the landowner, or owner of any drainage easement, assumes responsibility for maintaining each BMP. To overcome this presumption, the landowner of the property must submit to the issuing authority a legally binding agreement of record, acceptable to the issuing authority, evidencing that another entity has accepted responsibility for maintaining the BMP, and that the proposed responsible party shall be treated as a permittee for purposes of implementing the requirements of Conditions 18(f) through 18(k) with respect to that BMP. Any failure of the proposed responsible party to implement the requirements of Conditions 18(f) through 18(k) with respect to that BMP shall be a violation of the Order of Conditions or Certificate of Compliance. In the case of stormwater BMPs that are serving more than one lot, the legally binding agreement shall also identify the lots that will be serviced by the stormwater BMPs. A plan and easement deed that grants the responsible party access to perform the required operation and maintenance must be submitted along with the legally binding agreement.
- f) The responsible party shall operate and maintain all stormwater BMPs in accordance with the design plans, the O&M Plan, and the requirements of the Massachusetts Stormwater Handbook.



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

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

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

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



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D. Findings Under Municipal Wetlands Bylaw or Ordinance

1. Is a municipal wetlands bylaw or ordinance applicable? Yes No
2. The Falmouth hereby finds (check one that applies):
Conservation Commission
 - a. that the proposed work cannot be conditioned to meet the standards set forth in a municipal ordinance or bylaw, specifically:

1. Municipal Ordinance or Bylaw

2. Citation

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

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

Falmouth Wetlands Bylaw

10.00

1. Municipal Ordinance or Bylaw

2. Citation

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

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



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Provided by MassDEP:
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 eDEP Transaction # _____
 Falmouth
 City/Town

E. Signatures

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

06/05/18
 1. Date of Issuance

Please indicate the number of members who will sign this form.
 This Order must be signed by a majority of the Conservation Commission.

5
 2. Number of Signers

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

Signatures:

Mary Schumacher
Elizabeth H. Goffett
Kevin F. O'Brien

[Signature]
[Signature]

by hand delivery on

[Signature] 6/5/18
 Date Falmouth Engineering

by certified mail, return receipt requested, on

Date _____

F. Appeals

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

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

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



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G. Recording Information

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

Conservation Commission

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

To:

Conservation Commission

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

Project Location

MassDEP File Number

Has been recorded at the Registry of Deeds of:

County

Book

Page

for: Property Owner

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

Book

Page

In accordance with the Order of Conditions issued on:

Date

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

Instrument Number

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

Document Number

Signature of Applicant



Falmouth Conservation Commission

59 TOWN HALL SQUARE, FALMOUTH, MASSACHUSETTS 02540
(508) 495-7445 • FAX (508) 495-7449

Name: Steven Balas, Michael Kachadoorian
Address: 64 & Lot 77 Muskegat Road, East Falmouth, MA 02536
DEP #: 25-4366

FINDINGS:

1. The applicant proposes to reconfigure the existing 4' x 25', unpermitted and unlicensed float to extend into Eel Pond, perpendicular to the existing bulkhead, attached to a 3' x 12' ramp and two (2) 10 inch pilings.
2. The ramp and float are to be considered a Common Dock shared between #64 and #77 Muskegat Road.
3. Resource areas onsite or within 100 feet of the proposed project include Land Under Ocean, Land Under Salt Pond, Land Containing Shellfish, Land Subject to Coastal Storm Flowage (LSCSF), Coastal Bank, and Resource Area Buffer.

STANDARD CONDITIONS

1. Permission is granted to Steven Balas & Michael Kachadoorian to construct and maintain a ramp and float at 64 & Lot 77 Muskegat Road, East Falmouth property according to the project narrative and plan prepared by Falmouth Engineering, Inc. dated March 5, 2018 with a final revision date of May 8, 2018 and entitled "Site Plan – Proposed Ramp & Float" and subject to the following Standard and Special Conditions.
2. This Order is issued pursuant to Mass. General Laws, Chapter 131, sec. 40, the Wetlands Protection Act and Chapter 235 of the Code of Falmouth the Wetlands Bylaw. The Wetlands By-law is more stringent than the Wetlands Protection Act as permitted by that Act. The Conservation Commission reserves the right to impose additional or other conditions to protect the Interests of the Massachusetts Wetlands Protection Act and Falmouth Wetlands Bylaw.
3. All work shall be done according to the plan of reference noted in paragraph 1. Any proposed changes will require that the applicant first obtain all necessary permits and approvals from the Conservation Commission. Any changes undertaken without obtaining approval from the Commission are not permitted and subject to an Enforcement Order. Violations of the Wetlands Protection Act are subject to a maximum fine of \$25,000.00 per day.
4. The determinations of the Falmouth Conservation Commission are made solely to determine issues arising under the Massachusetts Wetlands Protection Act and the Town of Falmouth Wetlands By-Law, and are therefore concerned exclusively with the question whether any

proposed activity will have an adverse effect on the wetlands resource interests listed in the applicable statutes, regulations, by-laws and rules. Nothing contained in this determination is intended in any way to grant to any person any title, easement or other interest in lands, public or private, and the Falmouth Conservation Commission is without legal authority to make any grant of title, easement or other property interest, or to make any determination of property interests. See Tindley v. D.E.Q.E. 10 Mass. App. Ct. 623 (1980).

5. By the acceptance and recording of this Order, the applicant hereby grants the commission and its duly authorized agents the right to enter onto the land governed by this Order to examine the project and ensure Compliance. Such visits shall be made in a reasonable manner.
6. Any work taking place prior to all administrative and legal appeal periods expiring or during the pendency of any such appeal is at the risk of the applicant and/or owner of the property. At the risk of means that should an administrative agency or court find this order and permit were granted in error all work may have to be restored to its original condition (at the time work was instituted) at the expense of the applicant and/or owner.
7. Issuance of this Order of Conditions does not relieve the applicant from obtaining all other necessary municipal, county, state or federal permits, permission or other approvals required.
8. The Conservation Commission reserves the right to impose additional or other conditions to protect the Interests of the Massachusetts Wetlands Protection Act and Falmouth Wetlands Bylaw.
9. Prior to any work commencing:
 - a. Proof of recording of this Order of Conditions including the plan of reference at the Barnstable County Registry of Deeds must be received by the Conservation Commission.
 - b. At least 10 days advance **written** notification shall be provided to the Conservation Commission.
 - c. The Town of Falmouth Conservation Commission Pier Maintenance or Construction Form for Marine Contractors (which ever applies) must be completed and returned to the Conservation Commission.
 - d. Copies of any other permits and licenses including building permit, special permit, variances, and Chapter 91 license shall be submitted to Conservation Commission.
 - e. The DEP File Number shall be posted on a sign on the street side of the lot and maintained in a visible condition throughout the project. A copy of this Order of Conditions is to be posted onsite, to be maintained in a visible location and condition throughout the project. Copies of this Order of Conditions are also to be provided to all outside contractors, to be kept onsite during work at all times.
 - f. Photographs shall be taken within 20 feet parallel to both sides of the dock alignment of any areas crossing freshwater wetlands or salt marsh. Post construction photographs shall be taken and submitted to the Conservation Commission. Any areas

24. The street number and address and the DEP number of the dock approved by this Order shall be affixed to the seaward face (end) of the dock using three inch (3") digits of bright contrasting color. This number shall be maintained in clear visible condition throughout the lifetime of the dock.
25. Water lines and attached hoses shall have nozzles attached.
26. Boats shall only be tied up in those areas designated as the mooring field on the plan of reference.
27. Boats at the dock shall not be allowed to leak oil or other pollutants into the water, nor shall oil or fuel be stored on the dock or pier.
28. Motorboats shall not be run in gear while tied to the dock, since prop wash disturbs shellfish beds, stirs up sediment and causes bank erosion.
29. No Certificate of Compliance will be issued until the entire project, including landscaping, is completed and the site is permanently stabilized with vegetation.
30. Photographic evidence of winter storage location of floats or seasonal dock parts on uplands shall be presented to the Conservation Commission within one year of completion of structure.
31. This Order of Conditions will not be fully complied with unless and until a duly executed Certificate of Compliance is recorded or registered, as appropriate, in Barnstable Registry of Deeds. A request for a Certificate of Compliance must be accompanied by and "Existing Conditions" plan and Engineers written certification of compliance certifying the dock or pier has been constructed and completed in accordance with the conditions contained herein and notes any deviation from the approved plans.
32. If this dock and pier is operated in such a fashion as to cause actual damage to resource areas, including prop dredging, you may be ordered, at your expense, to remove a portion or the entire dock and pier. You have a right to hearing prior to any such order being issued.
33. The dock must be properly maintained in a safe and functioning manner. Docks and piers are coastal structures requiring continual maintenance or else lend themselves to causing significant damage to property at the time of storms. If not properly maintained docks and piers pose a significant danger to public safety. Docks and piers not properly maintained, which in the opinion the Commission have a potential of being destroyed in a storm, may be ordered removed at the owner's expense. You have a right to hearing prior to any such order being issued.

SPECIAL CONDITIONS:

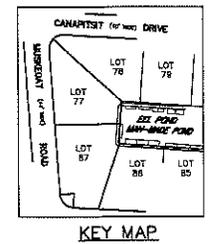
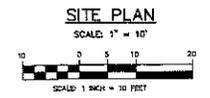
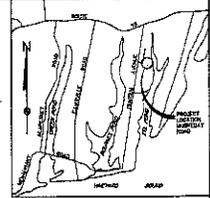
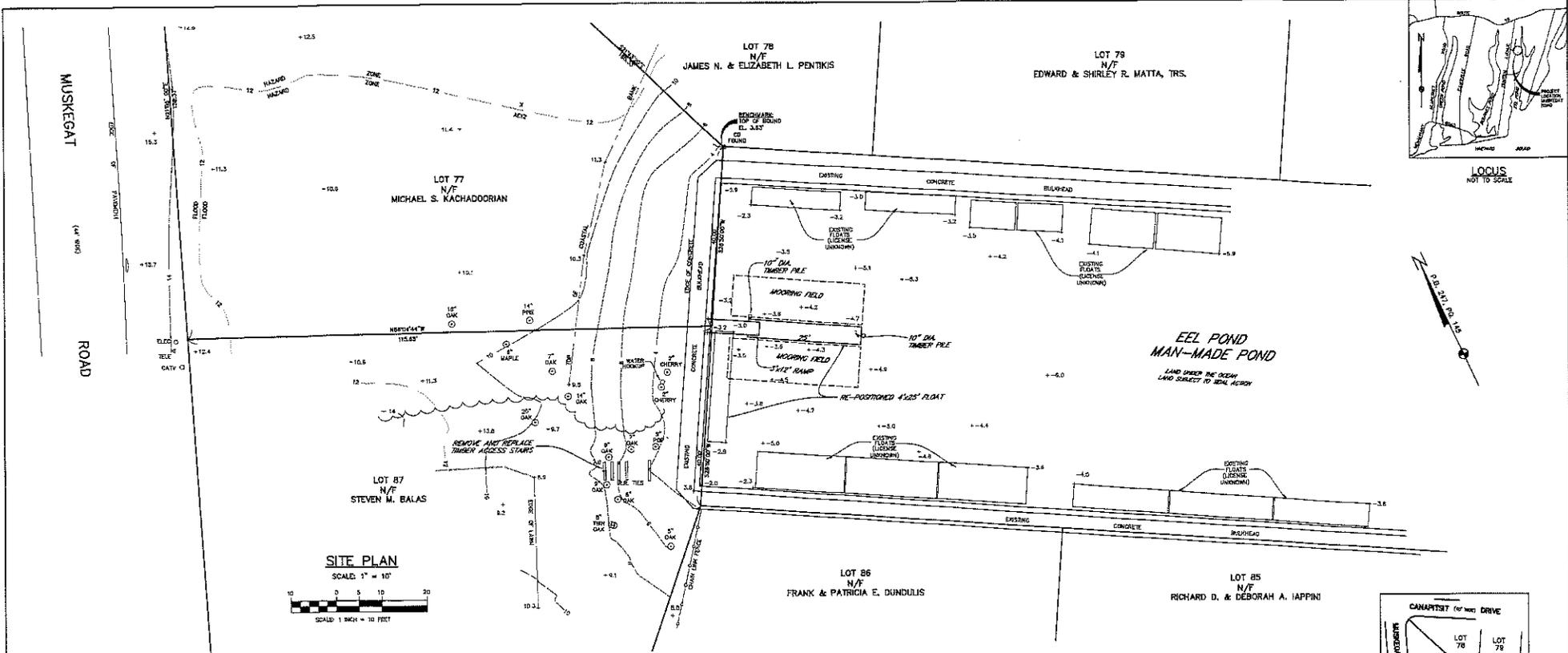
1. All floats and piers if designed to be in continual use shall have adequate bubblers protecting

piles during winter months.

2. The Conservation Department and the Marine and Environmental Services shall be notified of the date and time of construction activities utilizing a barge.
3. Only two (2) boats shall be moored to the dock at any one time. The boats shall be located in the areas depicted as the mooring fields on the plan of reference.
4. No trees shall be removed on the coastal bank or within the buffer to the coastal bank for the creation of the path depicted on the plan of reference.
5. Special Condition #1, #3 and #4 shall be written into the COC and registered with and ongoing with the deed.

ATTACHMENT F

PLAN OF PROPOSED PIER



CONSTRUCTION NOTES:

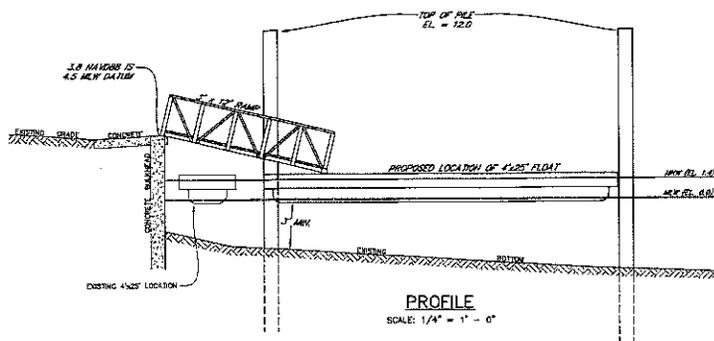
1. ALL BRICK MANHOLELS SHALL BE CUT BY THE UPWARD.
2. ALL METAL FASTENERS SHALL BE HOT DIPPED GALVANIZED STEEL.
3. ALL BRICK MANHOLELS SHALL BE HOPE CRY PROTECTED.
4. PILES SHALL BE DRIVEN INTO SETTLER TO A MINIMUM DEPTH OF 15' OR PERIODICAL.
5. OTHER SPECIALS SHALL BE 3/4" MINIMUM.
6. FASTENERS OF BRICK MANHOLELS SHALL BE BY 3/4" BOLTS WITH AND DOOR BOLSMER. HOLES SHALL BE 1/4" HOLE FOR EMBLEM CONNECTION TO HOLES OR AS INDICATED ON THE PLAN.

LEGEND

- EXISTING 2' CONTOUR
- EXISTING 10' CONTOUR
- EXISTING SPOT ELEVATION
- EXISTING TREE
- OR FOUND
- CONCRETE BOUND

GENERAL NOTES:

1. ASSessor's INFORMATION: 32 04 008 087
2. FLOOD ZONES: X & AE12 (FEMA MAP 2509109733J)
3. ZONING DISTRICT: ACB
4. WIND EXPOSURE CATEGORY: B
5. OVERLAY DISTRICT: EEL POND COASTAL POND OVERLAY DISTRICT
6. WIND BORNE DEBRIS REGION: HIGH
7. STREET ADDRESS: MUSKEGAT ROAD
8. HOUSE NUMBER: 64
9. TOPOGRAPHIC INFORMATION COMPILED FROM AN ON THE GROUND SURVEY
10. ELEVATIONS ABOVE MHW ARE BASED ON NORTH AMERICAN VERTICAL DATUM 1988.
11. ELEVATIONS BELOW MHW ARE BASED ON M.W. DATUM.



5/8/18	ADD SOUNDINGS.
DATE	REVISION
SITE PLAN - PROPOSED RAMP AND FLOAT FOR #54 AND LOT 77 MUSKEGAT ROAD PREPARED FOR STEVEN BALAS & MICHAEL KACHADOORIAN OF FALMOUTH, MA	
PLAN DATE: MARCH 5, 2018	PLAN SCALE: AS SHOWN
CIVIL ENGINEERING	WETLANDS PERMITTING
WASTEWATER DESIGN	COASTAL ENGINEERING
TITLE & PLOT PLANS	DEMS AND DOCKS
LAND USE PLANNING	COMMERCIAL/RESIDENTIAL
17 ACADREY LANE, SUITE 200 - FALMOUTH, MA - 02540 - 506.495.1225	
PROJECT NUMBER: 17059	CAD FILE NAME: 17059SP
DRAWN BY: L.M.	SHEET 1 OF 1



TOWN OF FALMOUTH

Office of the Town Manager & Selectmen

59 Town Hall Square, Falmouth, Massachusetts 02540
Telephone (508) 495-7320
Fax (508) 457-2573

LIQUOR LICENSE HEARING

Notice is hereby given under Chapter 138 of the General Laws, as amended, that Fontelux Hospitality Systems, LLC d/b/a Palmer House Inn has applied for a NEW Wine, Malt and Cordial Alcoholic Beverages License to be exercised at 81 Palmer Avenue, Falmouth, MA. An application has also been made for a Common Victualler License. A hearing will be held in the Selectmen's Meeting Room, Falmouth Town Hall on Monday, August 6, 2018 at 7:45 p.m. on the above application.

LICENSING BOARD

Susan L. Moran
Megan English Braga
Doug Jones
Samuel H. Patterson
Douglas C. Brown

Publication Date: Friday, July 20, 2018; Falmouth Enterprise

Copy to: Abutters



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission

For Reconsideration

LOCAL LICENSING AUTHORITY REVIEW RECORD

[Empty Box]

Falmouth

6/19/18 @ 12:30 p.m.

ABCC License Number

City/Town

Date Filed with LLA

TRANSACTION TYPE (Please check all relevant transactions):

- New License
- Change Corporate Name
- Pledge of Collateral (i.e. License/Stock)
- Change Corporate Structure (i.e. Corp / LLC)
- Transfer of License
- Change of DBA
- Change of Class (i.e. Annual / Seasonal)
- Change of Hours
- Change of Manager
- Alteration of Licensed Premises
- Change of License Type (i.e. club / restaurant)
- Issuance/Transfer of Stock/New Stockholder
- Change of Beneficial Interest
- Change of Location
- Change of Category (i.e. All Alcohol/Wine, Malt)
- Management/Operating Agreement

APPLICANT INFORMATION

Name of Licensee: Fontelux Hospitality Systems, LLC D/B/A: Palmer House Inn

ADDRESS: 81 Palmer Avenue CITY/TOWN: Falmouth STATE: MA ZIP CODE: 02540

Manager: William Lester Barclay Brown

Granted under Special Legislation? Yes No

\$12 Hotel Annual Wines & Malt Beverages with Cordials/Liquors
(i.e. restaurant, package store) (Annual or Seasonal) (i.e. Wines and Malts / All Alcohol)

If Yes, Chapter _____
of the Acts of (year) _____

LOCAL LICENSING AUTHORITY DECISION

Please indicate the decision of the Local Licensing Authority: Approves this Application

Please indicate what days and hours the licensee will sell alcohol: Mon-Sat: 8 am - 1 am Sun: 10 am - 1 am

If Approving With Modifications, please indicate below what changes the LLA is making:

Please indicate if the LLA is downgrading the License Category (approving only Wines and Malts if applicant applied for All Alcohol):

No

Changes to the Premises Description
 Indoor Area Total Square Footage []
 Patio/Deck/Outdoor Area Total Square Footage []
 Number of Entrances []
 Seating Capacity []
 Number of Exits []

Floor Number	Square Footage	Number of Rooms

Abutters Notified: Yes No Date of Abutter Notification: 7/19/18 Date of Advertisement: 7/20/18

Please add any additional remarks or conditions here:

[Empty Box for Remarks]

Check here if you are attaching additional documentation

Alcoholic Beverages Control Commission
Ralph Sacramone
Executive Director

The Local Licensing Authorities By:

08/06/2018

Date APPROVED by LLA



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 239 Causeway Street
 Boston, MA 02114
www.mass.gov/abcc

Print Form

**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
 MONETARY TRANSMITTAL FORM**

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL LICENSING AUTHORITY.

ECRT CODE: RETA

Please make \$200.00 payment here: <https://www.paybill.com/mass/abcc/retail/>

(PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL)

EPAY CONFIRMATION NUMBER

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

LICENSEE NAME

ADDRESS

CITY/TOWN

STATE

ZIP CODE

TRANSACTION TYPE (Please check all relevant transactions):

- | | | | |
|--|---|---|---|
| <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Cordials/Liqueurs Permit | <input type="checkbox"/> New Officer/Director | <input type="checkbox"/> Transfer of License |
| <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Issuance of Stock | <input type="checkbox"/> New Stockholder | <input type="checkbox"/> Transfer of Stock |
| <input type="checkbox"/> Change of License Type | <input type="checkbox"/> Management/Operating Agreement | <input type="checkbox"/> Pledge of Stock | <input type="checkbox"/> Wine & Malt to All Alcohol |
| <input type="checkbox"/> Change of Location | <input type="checkbox"/> More than (3) §15 | <input type="checkbox"/> Pledge of License | <input type="checkbox"/> 6-Day to 7-Day License |
| <input type="checkbox"/> Change of Manager | <input checked="" type="checkbox"/> New License | <input type="checkbox"/> Seasonal to Annual | |
| <input type="checkbox"/> Other | <input type="text" value=""/> | | |

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS TRANSMITTAL FORM ALONG WITH COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

**ALCOHOLIC BEVERAGES CONTROL COMMISSION
 239 CAUSEWAY STREET
 BOSTON, MA 02241-3396**



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 239 Causeway Street
 Boston, MA 02114
 www.mass.gov/abcc

APPLICATION FOR A RETAIL ALCOHOLIC BEVERAGES LICENSE

Please complete this entire application, leaving no fields blank. If field does not apply to your situation, please write N/A.

1. NAME OF PROPOSED LICENSEE (Business Contact)

Fontelux Hospitality Systems, LLC

This is the corporation or LLC which will hold the license, not the individual submitting this application. If you are applying for this license as a sole proprietor, not an LLC, corporation or other legal entity, you may enter your personal name here.

2. RETAIL APPLICATION INFORMATION

There are two ways to obtain an alcoholic beverages license in the Commonwealth of Massachusetts, either by obtaining an existing license through a transfer or by applying for a new license.

Are you applying for a new license New Transfer or the transfer of an existing license?

If transferring, please indicate the current ABCC license number you are seeking to obtain:

If applying for a new license, are you applying for this license pursuant to special legislation?

If transferring, by what method is the license being transferred?

Yes No

Chapter

Acts of

3. LICENSE INFORMATION / QUOTA CHECK

City/Town

Falmouth

On/Off-Premises

On-Premises

TYPE

Section 12 - Hotel

CATEGORY

Wines & Malt Beverages with Cordials/Liquors

CLASS

Annual

4. APPLICATION CONTACT

The application contact is required and is the person who will be contacted with any questions regarding this application.

First Name:

William

Middle:

Lester Barclay

Last Name:

Brown

Title:

Manager

Primary Phone:

Email:

williamlesterbarclay@gmail.com

5. OWNERSHIP Please list all individuals or entities with a direct or indirect, beneficial or financial interest in this license.

An individual or entity has a direct beneficial interest in a license when the individual or entity owns or controls any part of the license. For example, if John Smith owns Smith LLC, a licensee, John Smith has a direct beneficial interest in the license.

An individual or entity has an indirect beneficial interest if the individual or entity has 1) any ownership interest in the license through an intermediary, no matter how removed from direct ownership, 2) any form of control over part of a license no matter how attenuated, or 3) otherwise benefits in any way from the license's operation. For example, Jane Doe owns Doe Holding Company Inc., which is a shareholder of Doe LLC, the license holder. Jane Doe has an indirect interest in the license.

A. All individuals listed below are required to complete a Beneficial Interest Contact - Individual form.

B. All entities listed below are required to complete a Beneficial Interest Contact - Organization form.

C. Any individual with any ownership in this license and/or the proposed manager of record must complete a CORI Release Form.

Name	Title / Position	% Owned	Other Beneficial Interest
William Lester Barclay Brown	LLC Member	50%	
Thomas H. von Zabern	LLC Member	50%	

For additional space, please use next page

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

5. OWNERSHIP (continued)

Name	Title / Position	% Owned	Other Beneficial Interest
		<input type="checkbox"/>	

6. PREMISES INFORMATION

Please enter the address where the alcoholic beverages are sold.

Premises Address

Street Number: Street Name: Unit:

City/Town: State: Zip Code:

Country:

Description of Premises

Please provide a complete description of the premises, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage.

Floor Number	Square Footage	Number of Rooms	Patio/Deck/Outdoor Area Total Square Footage
1	4,000	12	<input type="text" value="700"/>
2	1,500	6	Indoor Area Total Square Footage <input type="text" value="7,000"/>
3	1,500	6	Number of Entrances <input type="text" value="6"/>
			Number of Exits <input type="text" value="6"/>
			Proposed Seating Capacity <input type="text" value="32"/>
			Proposed Occupancy <input type="text" value="37"/>

Occupancy of Premises

Please complete all fields in this section. Documentation showing proof of legal occupancy of the premises is required.

Please indicate by what right applicant has to occupy the premises: Landlord Name

Lease Beginning Term Landlord Phone

Lease Ending Term Landlord Address

Rent per Month

Rent per Year

Please indicate if the terms of the lease include payments based on the sale of alcohol: Yes No

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

7. BUSINESS CONTACT

The Business Contact is the proposed licensee. If you are applying as a Sole Proprietor (the license will be held by an individual, not a business), you should use your own name as the entity name.

* Please see last page of application for required documents based on Legal Structure *

Entity Name:	Fontelux Hospitality Systems, LLC	FEIN:	
DBA:	Palmer House Inn	Fax Number:	
Primary Phone:	(508) 548-1230	Email:	tomvonz1@gmail.com
Alternative Phone:		Legal Structure of Entity	LLC

Business Address (Corporate Headquarters) Check here if your Business Address is the same as your Premises Address

Street Number:		Street Name:	
City/Town:		State:	
Zip Code:		Country:	

Mailing Address Check here if your Mailing Address is the same as your Premises Address

Street Number:		Street Name:	
City/Town:		State:	
Zip Code:		Country:	

Is the Entity a Massachusetts Corporation?	<input checked="" type="radio"/> Yes <input type="radio"/> No	If no, is the Entity registered to do business in Massachusetts?	<input type="radio"/> Yes <input type="radio"/> No
		If no, state of Incorporation	

Other Beneficial Interest

Does the proposed licensee have a beneficial interest in any other Massachusetts Alcoholic Beverages Licenses? Yes No *If yes, please complete the following table.*

Name of License	Type of License	License Number	Premises Address

Prior Disciplinary Action:

Has any alcoholic beverages license owned by the proposed licensee ever been disciplined for an alcohol related violation?

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation
	Not Applicable			

ADDITIONAL SPACE

The following space is for any additional information you wish to supply or to clarify an answer you supplied in the application.

If referencing the application, please be sure to include the number of the question to which you are referring.

Venue is a 17 room Bed and Breakfast Inn. Proposed use for wine/malt/ordial license would be to serve wine based drinks with breakfast (mimosas, champagne etc.) as well as with afternoon refreshments. Further use would be wine based drinks and cordials on special occasions, small weddings, honeymoons, anniversaries etc.



PAID

\$10.00 filing fee

RECEIVED

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

APR - 9 2018

SELECTMEN'S OFFICE

APPLICATION FOR COMMON VICTUALLER

NAME OF APPLICANT: Fontelux Hospitality Systems LLC

HOME ADDRESS: 81 Palmer Ave, Falmouth MA 02540

NAME OF ESTABLISHMENT: Palmer House Inn

BUSINESS ADDRESS: 81 Palmer Ave, Falmouth MA 02540

MAILING ADDRESS: _____ (after 5/31/18: 81 Palmer Ave., Falmouth MA 02540)
(IF DIFFERENT)

MANAGER: Thomas von Zabern and William Brown

SOCIAL SECURITY/FID#: _____

TELEPHONE: (BUS) 508-548-1230 (HOME) _____

EMAIL: tomvonz1@gmail.com

SEATING CAPACITY: 18 OCCUPANCY #: 37

DAYS AND HOURS OF OPERATION: Sunday thru Saturday 8 am - 10 am breakfast and 3 pm - 5 pm
light refreshments.

DATE 03/28/2018

Thomas von Zabern
OWNER, MANAGER OR AUTHORIZED AGENT

FILING FEE: \$10.00
LICENSE FEE: \$60.00

BOARD OF SELECTMEN



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc

APPLICATION FOR A RETAIL ALCOHOLIC BEVERAGES LICENSE

The following documentation is required as a part of your retail license application.

ABCC investigators reserve the right to request additional documents as a part of their investigation.

- Monetary Transmittal Form with \$200 fee
You can PAY ONLINE or include a \$200 check made out to the ABCC
- Retail Application (this packet)
- Beneficial Interest - Individual Form
For any individual with direct or indirect interest in the proposed licensee
- N/A Beneficial Interest - Organization Form
For any organization with direct or indirect interest in the proposed licensee
- CORI Authorization Form
For the manager of record AND any individual with direct or indirect interest in the proposed licensee. This form must be notarized with a stamp*
- Proof of Citizenship for proposed manager of record
Passport, US Birth Certificate, Naturalization Papers, Voter Registration
- Vote of the Corporate Board
A corporate vote to apply for a new / transfer of license and a corporate vote to appointing the manager of record, signed by an authorized signatory for the proposed licensed entity
- Business Structure Documents
If Proposed Licensee is applying as:
 - A Corporation or LLC - **Articles of Organization** from the Secretary of the Commonwealth
 - A Partnership - **Partnership Agreement**
 - Sole Proprietor - **Business Certificate**
- N/A Purchase and Sale Documentation
Required if this application is for the transfer of an existing retail alcoholic beverages license
- Supporting Financial Documents
Documentation supporting any loans or financing, including pledge documents, if applicable
- Floor Plan
Detailed Floor Plan showing square footage, entrances and exits and rooms
- Lease
Signed by proposed licensee and landlord. If lease is contingent upon receiving this license, a copy of the unsigned lease along with a letter of intent to lease, signed by licensee and landlord
- Additional Documents Required by the Local Licensing Authority

* Excludes Officers and Directors of Non-Profit Clubs

Phyllis Downey

From: Mel Trott <mtrott@falmouthfire.us>
Sent: Thursday, June 21, 2018 1:29 PM
To: phyllis.downey@falmouthmass.us
Cc: Timothy Smith; Boyd Demello
Subject: FW: Retail Alcoholic Beverages License - Fontelux Hospitality Systems, LLC (Palmer House Inn)

Hi Phyllis,

The Falmouth Fire Rescue Department is not opposed to the issuance of retail alcoholic beverages license for Fontelux Hospitality Systems, LLC, at 81 Main Street, Falmouth.

Thanks,

Mel

Lt. Mel Trott

Fire Prevention Officer
Falmouth Fire Rescue Department
Phone: 508-495-2533
Fax: 508-495-2540
E-mail: mtrott@falmouthfire.us

Phyllis Downey

From: Scott McGann <scott.mcgann@falmouthmass.us>
Sent: Wednesday, June 20, 2018 3:46 PM
To: 'Phyllis Downey'; 'Palmer Rod'; 'Tim Smith'; 'Sari Budrow'
Cc: 'Diane Davidson'
Subject: RE: *Corrected, please disregard previous message, FW: Retail Alcoholic Beverages License - Fontelux Hospitality Systems, LLC (Palmer House Inn)

Fine with Health as they have a food permit

Scott McGann, R.S.
Health Agent/ Director
Falmouth Health Department
59 Town Hall Square
Falmouth, MA 02540
508-495-7485
<http://www.falmouthmass.us/273/Health-Department>

From: Phyllis Downey <phyllis.downey@falmouthmass.us>
Sent: Wednesday, June 20, 2018 3:41 PM
To: Scott McGann <scott.mcgann@falmouthmass.us>; Palmer Rod <rod.palmer@falmouthmass.us>; Tim Smith <tsmith@falmouthfire.us>; Sari Budrow <sbudrow@falmouthmass.us>
Cc: Diane Davidson <ddavidson@falmouthmass.us>
Subject: *Corrected, please disregard previous message, FW: Retail Alcoholic Beverages License - Fontelux Hospitality Systems, LLC (Palmer House Inn)

To All,

Attached please find an application for liquor license as follows:

1. Application for a retail alcoholic beverages license: Fontelux Hospitality Systems, LLC, 81 Main Street, Falmouth

May I please request your recommendations by Thursday, June 28, 2018?

Due to our the July 4th holiday schedule, please send your recommendations, if any, to both Diane and me so we can be certain to maintain communications.

Thank you very much,

Phyllis

Phyllis Downey
Administrative Assistant
Office of the Town Manager & Selectmen
508-495-7320



TOWN OF FALMOUTH

ZONING BOARD OF APPEALS

59 TOWN HALL SQUARE, FALMOUTH, MA 02540
508-495-7460 – FAX 508-495-7463

Memorandum

TO: Diane Davidson, Office Manager/Licensing

FROM: Sari D. Budrow, Zoning Administrator

RE: Common Victualler License and Wine & Malt Beverage License
81 Palmer Avenue, Falmouth, MA

DATE: May 3, 2018

The subject property located at 81 Palmer Avenue, consisting of 38,217 square feet of General Residence zoned land is known as 'The Palmer House'. The property is located within the Siders Pond Coastal Pond Overlay District, the Registered Historic District and the Historic District.

On May 3, 2018 I submitted a referral for 'Change of Ownership' (see attached). All information remains the same as stated in previous referral regarding the subject property and Special Permits for use as an Inn.

The Board's only concern would be that the service of alcohol is for guests staying at the Inn or participants of events being held at the Inn. Can that be confirmed?

As noted in previous referral of May 3, 2018, if there is any deviation to the conditions set forth in Special Permit #'s 41-94, 122-95 and 124-98 (attached hereto), the property owner will be required to request a modification from the Board of Appeals.

Other than noted above, the Board of Appeals has no concerns with the application for Change of Ownership of the Palmer House Inn.

If you have any questions, please do not hesitate to contact me.

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Board of Selectmen of the Town of Falmouth will hold a public hearing on Monday, August 6, 2018 at 7:55 p.m. in the Selectmen's Meeting Room, Town Hall, Falmouth, MA on the application of the Town of Falmouth for a wastewater flow variance under Chapter 180, Section 56 of the Code of Falmouth, the so-called Flow Neutral By-law, for the proposed Falmouth Senior Center adjacent to the Gus Cauty Recreation Center at 744 Main St. in said Falmouth (parcel 39 21 001 000).

Per Order of Board of Selectmen

*Publication date: Friday, July 27, 2018, Falmouth Enterprise
Account #: 2056*

FLOW NEUTRAL BYLAW
ADJUSTED GUIDELINES TO BOS FOR WAIVER/VARIANCE CONSIDERATION

Presented to BOS for Discussion Purposes 6-4-18

Suggested Process:

1. BOS receives confirmation from Board of Health that proposed development *can* be accommodated with an on-site Title 5 system as well as confirmation from wastewater superintendent that sufficient capacity exists in the treatment facility.
2. BOS holds Public Hearing on proposed development.
3. Priority areas for waiver/variance consideration:
 - Economic Development. Wastewater connections that will provide significant year-round economic benefit to the Falmouth community. This should be documented with supporting data on employment, revenue generated, taxes paid, etc.
 - Affordable Housing. Wastewater connections that address affordable housing goals as described in the Local Comprehensive Plan and Housing Production Plan. In the case of a project subject to the MGL Ch. 40B comprehensive permit process, the Zoning Board of Appeals assumes the power of the Board of Selectmen and grants or denies the waiver/variance request.
 - Mixed Use Development in Business Redevelopment Zone. Wastewater connections which include mixed commercial use on the lower level with residential units above. This is consistent with the zoning bylaw and the Local Comprehensive Plan envisioned by the Planning Board for the eastern portion of the Main Street corridor.
 - Municipal Use.

Note: Process above adopted by Falmouth Board of Selectmen on 6-4-18



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

TO: Board of Selectmen
FROM: Peter Johnson-Staub, Assistant Town Manager
SUBJECT: Senior Center application for Flow Neutral Bylaw Variance
DATE: August 3, 2018

We respectfully request approval of a variance under section § 180-56 of the Flow Neutral Bylaw for the proposed Senior Center to be constructed adjacent to the Gus Canty Community Center on Main Street. Approval of the variance is required to obtain a permit to connect to the sewer system. The new facility must be connected to the sewer system if it is to be constructed pursuant to § 180-6 of the Code of Falmouth.

Wastewater Superintendent Amy Lowell has determined there is sufficient capacity to accommodate a flow of 1,500 gallons per day for this facility as required under subsection (1) of § 180-56. The Board of Health has provided a positive referral that a septic system could be sited on the parcel as required under subsection (2) of § 180-56. The guidelines recently adopted by the Board for issuance of a variance are attached for your reference.

We look forward to addressing this matter with the Board at the August 6th meeting.

Attachments:

- Board of Selectmen Flow Neutral Bylaw Guidelines
- Board of Health Referral

CC: Julian M. Suso, Town Manager
Amy Lowell, Wastewater Superintendent

//Senior Ctr Flow Neutral Variance Request 8-3-2018.docx

FLOW NEUTRAL BYLAW
ADJUSTED GUIDELINES TO BOS FOR WAIVER/VARIANCE CONSIDERATION

Presented to BOS for Discussion Purposes 6-4-18

Suggested Process:

1. BOS receives confirmation from Board of Health that proposed development *can* be accommodated with an on-site Title 5 system as well as confirmation from wastewater superintendent that sufficient capacity exists in the treatment facility.
2. BOS holds Public Hearing on proposed development.
3. Priority areas for waiver/variance consideration:
 - Economic Development. Wastewater connections that will provide significant year-round economic benefit to the Falmouth community. This should be documented with supporting data on employment, revenue generated, taxes paid, etc.
 - Affordable Housing. Wastewater connections that address affordable housing goals as described in the Local Comprehensive Plan and Housing Production Plan. In the case of a project subject to the MGL Ch. 40B comprehensive permit process, the Zoning Board of Appeals assumes the power of the Board of Selectmen and grants or denies the waiver/variance request.
 - Mixed Use Development in Business Redevelopment Zone. Wastewater connections which include mixed commercial use on the lower level with residential units above. This is consistent with the zoning bylaw and the Local Comprehensive Plan envisioned by the Planning Board for the eastern portion of the Main Street corridor.
 - Municipal Use.

Note: Process above adopted by Falmouth Board of Selectmen on 6-4-18

ARTICLE VIII
**Flow Neutral Bylaw for Present and Future Sewer Service
Areas**
[Added AFTM 11-13-2013, Art. 41, approved 1-27-2014]

§ 180-51. Purpose.

The Town of Falmouth's Wastewater Treatment Facility on Blacksmith Shop Road (WWTF) has limited treatment and disposal capacity as determined by a discharge permit issued by the Massachusetts Department of Environmental Protection (DEP). In order to comply with the terms and conditions of the discharge permit, to manage present and future wastewater flows, to meet present and future water quality standards, and to support broader community planning objectives, the Town adopts this Flow Neutral Bylaw for Present and Future Sewer Service Areas. This bylaw shall apply to all present sewer service areas of the Town, except for the New Silver Beach Sewer Service Area, governed by §§ 180-37 through 180-50 herein, and it shall apply to any future sewer service areas to be serviced by the Wastewater Treatment Facility on Blacksmith Shop Road. Nothing in this bylaw shall exempt the owner of a property in a present or future sewer service area from all other applicable statutes, bylaws, rules and regulations.

§ 180-52. Mandatory sewer connection; elimination of septic systems in sewer service areas.

- A. The requirements for mandatory connection in sewer service areas are detailed in § 180-6 of the Code of Falmouth, Sewers and Septic Systems.
- B. Within thirty (30) days of the property's connection to the public sewer, any septic system or other waste disposal system located on the property shall be decommissioned in accordance with Board of Health regulations.

§ 180-53. Determination of wastewater flow in sewer service areas.

- A. Wastewater flow to the public sewer shall be determined in accordance with either: 1) the provisions set forth in 310 CMR 15; or 2) water meter data provided by the Department of Public Works as adjusted for seasonal occupancy; or 3) any other method acceptable to the Department of Environmental Protection and the Town of Falmouth. Any structure, legally in existence as of January 1, 2014, regardless of its flow, may by right maintain

that flow or number of bedrooms. "Bedroom" is defined in 310 CMR 15.002 (Title 5: Standard requirements specified in 310 CMR 15.000, Massachusetts State Environmental Code), and the number of bedrooms in the Assessor's records as of January 1, 2014, are presumed accurate.

B. The flow allocations for present and future sewer service areas as of January 1, 2014, are as follows:

- (1) Blacksmith Shop Road Wastewater Treatment Plant: 570,000 gallons per day (excluding Little Pond Sewer Service Area).
- (2) Little Pond Sewer Service Area: 260,000 gallons per day (subject to approved CWMP).

Note: WWTF Discharge Permit effective 12/22/15 changed 570,000 to 450,000 gpd. Permitted total discharge now = 450,000 + 260,000 = 710,000 gpd (A.Lowell 4/5/17)

C. These flows allocations will be adjusted if additional flow or modifications to sewer service areas are made through (1) approved comprehensive wastewater management plans, (2) approved notice of project change to environmental impact reports for the 2001 West Falmouth Harbor Facilities, or (3) approval from MA Department of Environmental Protection.

§ 180-54. Allocation of available capacity in sewer service areas.

The Wastewater Superintendent shall periodically notify the Board of Selectmen of the available capacity at the Wastewater Treatment Facility. The Selectmen in consultation with the Planning Board may set priorities for the available capacity.

§ 180-55. Modifications to existing parcels or changes in use in sewer service areas.

A. Single-family residences.

- (1) Existing development. Modifications of an existing single-family dwelling on a parcel of 40,000 square feet or less may increase the total number of bedrooms to four (4) by right. Modifications of existing single-family residences on parcels over 40,000 square feet may increase the number of bedrooms to one (1) bedroom per 10,000 square feet of lot area by right.
- (2) New development. A single-family residence may have four (4) bedrooms by right on parcels of 40,000 square feet or less. On parcels greater than 40,000 square feet, a single-family residence may have one (1) bedroom per 10,000 square feet of lot area by right.

- (3) Addition of bedrooms, beyond those permitted in Subsection A(1) and (2) above shall require a variance from the Board of Selectmen in accordance with § 180-56.
- B. Multifamily residences.
- (1) Existing development. Modifications of an existing multifamily residence may increase the number of bedrooms to one (1) bedroom per 10,000 square feet of lot area by right.
 - (2) New development. A new multifamily dwelling is allowed one bedroom per 10,000 square feet of lot area by right. In Zoning Districts where up to six (6) units per acre are allowed, up to three (3) bedrooms per permitted unit are allowed by right.
 - (3) Addition of bedrooms in multifamily dwellings, beyond which is allowed by right, shall require a variance from the Board of Selectmen in accordance with § 180-56.
- C. Nonresidential development.
- (1) Existing development.
 - (a) Modifications or changes of use, including residential to nonresidential, that increase flow to a level that is no more than ten (10) percent above that permitted as of January 1, 2014, by 310 CMR 15 (Title 5) are allowed by right.
 - (b) Modifications or changes of use that increase flow more than that allowed by right in Subsection C(1)(a) require a variance from the Board of Selectmen in accordance with § 180-56.
 - (2) New development.
 - (a) New nonresidential development on a vacant parcel with a wastewater flow up to 110 gallons per day per 10,000 square feet of lot area is allowed by right.
 - (b) New nonresidential development on a vacant parcel with a proposed wastewater flow greater than 110 gallons per day per 10,000 square feet shall require a variance from the Board of Selectmen in accordance with § 180-56.

§ 180-56. Variances in sewer service areas.

- A. The Board of Selectmen, after a public hearing of which notice has been given by publication 1) in a newspaper of general

circulation and 2) posting with the Town Clerk and on the Town website for a period of no less than fourteen (14) days prior to the date of hearing, may grant a variance, provided both Subsection A(1) and (2) below are satisfied:

- (1) Sufficient capacity exists in the treatment facility, as determined by the Wastewater Superintendent. If sufficient capacity does not exist then no variance shall issue.
- (2) Should the Wastewater Superintendent determine sufficient capacity exists the applicant must then demonstrate, through a positive referral from the Board of Health, that a septic system for the total number of bedrooms or nonresidential flow requested, meeting the provisions of 310 CMR 15.000 (Title 5) without significant variances, can be sited on the parcel. If the Board of Health does not make a referral within 45 days of receipt of the request, it shall be considered a positive referral.

B. The Board of Selectmen may, at its sole and absolute discretion, issue a variance that in its judgment could be granted without substantially derogating from the intent or purpose of this bylaw should the applicant fail to satisfy criteria in § 180-56A(2) above.

§ 180-57. Rebuilding a building because of casualty loss in sewer service areas.

Relating to Article VIII, a property owner may rebuild a structure destroyed by fire, flood, storm or other acts of nature as a matter of right, provided that the new structure does not exceed the wastewater flow and number of bedrooms of the structure being replaced.

§ 180-58. Mandatory water conservation in sewer service areas.

The Board of Selectmen may adopt mandatory water conservation measures, after public hearing, consistent with the purposes of this bylaw.

§ 180-59. Transferability in sewer service areas.

The number of bedrooms or flow on any particular parcel of land cannot be sold, exchanged, transferred, or otherwise used to benefit the number of bedrooms or flow on another parcel or another's right to a sewer connection.

§ 180-60. Severability.

If any provision of this bylaw is declared invalid or unenforceable, the other provisions shall not be affected thereby but shall continue in full force and effect.

§ 180-61. Violations and penalties.

- A. Any person found to be violating any provision of Article VIII shall be served by the Town with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof.
- B. Any person who shall continue any violation beyond the period permitted in Subsection A shall be guilty of a misdemeanor and subject to a fine in an amount not exceeding fifty dollars (\$50) for each violation. Each day in which such a violation shall continue shall be deemed a separate offense.
- C. This section shall in no way limit the Town's power and authority to seek other remedies at law that it may have. Any person violating any of the provisions contained herein shall be liable to the Town for any expense, loss or damage occasioned the Town by such violation.

Diane Davidson

From: Julian Suso <jsuso@falmouthmass.us>
Sent: Friday, August 03, 2018 9:27 AM
To: 'Scott McGann'; 'Peter Johnson Staub'
Cc: 'Amy Lowell'; 'Ray Jack'; 'Thomas Bott'; 'Frank Duffy'; Diane Davidson
Subject: RE: Flow Neutral Bylaw - Senior Center referral

Thank you Scott, much appreciated. Diane – for BOS packet for Monday’s public hearing on this, thanks.
Julian

From: Scott McGann [mailto:scott.mcgann@falmouthmass.us]
Sent: Friday, August 3, 2018 8:57 AM
To: Julian Suso <jsuso@falmouthmass.us>; Peter Johnson Staub <peter.jstaub@falmouthmass.us>
Cc: Amy Lowell <alowell@falmouthmass.us>; Ray Jack <rjack@falmouthmass.us>; Thomas Bott <thomas.bott@falmouthmass.us>; Frank Duffy <fduffy@falmouthmass.us>
Subject: Flow Neutral Bylaw - Senior Center referral

On July 30, 2018, The Falmouth Board of Health accepted the plan of 790 Main street as having sufficient room to install a Title 5 system to serve the proposed senior center. 1500 gallons per day has been assigned by Amy Lowell. The lot could easily support a septic system that size, including the current uses.

If you need anything else from me feel free to contact me at any time.

Regards, Scott

Scott McGann, R.S.
Health Agent/ Director
Falmouth Health Department
59 Town Hall Square
Falmouth, MA 02540
508-495-7485
<http://www.falmouthmass.us/273/Health-Department>



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

TO: Julian Suso
FROM: Peter Johnson-Staub, Assistant Town Manager
SUBJECT: Andrews Farm Disposition & Request for Proposals (RFP)
DATE: August 2, 2018

At the upcoming Board of Selectmen meeting we will be asking the Board to declare the Andrews Farm property available for disposition and approve the issuance of a Request for Proposals (RFP) to solicit interest from individuals and entities who wish to farm the property.

1. Declare Tony Andrews Farm available for Disposition:

This action is required under MGL 30B § 16 prior to issuing an RFP to lease the property. The proposal which has been developed in consultation with staff and the Agricultural Commission is to issue one competitive Request for Proposals to lease the entire farm property, with the exception of the 398 Old Meeting House Road lot, for agricultural use. The original farm house (398 Old Meeting House Lot A3) is excluded to afford the Board of Selectmen more time to consider the long-term disposition of this lot. Due to the poor condition of the house and the liabilities inherent in the Town being a residential landlord, the consensus staff recommendation is not to lease 398 Old Meetinghouse as part of the farm. Potential future options for this lot are to sell the property or retain it and demolish the farmhouse. The future disposition of 398 Old Meeting House does NOT need to be decided August 6th.

2. Request for Proposals:

The attached RFP was developed based upon input from a citizen group that solicited public input prior to the Town Meeting vote to acquire the property. We then looked at solicitations used by some other towns and reviewed two draft of the RFP with the Agricultural Commission which included public input from residents and non-residents with farming experience. The present draft is much improved from the first thanks to this public input process. The Agricultural Commission voted to recommend the draft RFP on July 30th and we have not made any substantive edits since that time. Jeff Andrews has a license to farm the property and reside at 394 Old Meeting House until November 1, 2018. To provide the incoming lessee with time to purchase seed and prepare for the 2019 growing season, we would like to issue the RFP August 15 and execute a lease on or about November 1, 2018.

RFP Highlights:

The guiding principle is that the community wants to see the property actively farmed. Knowing the difficulty of operating a small New England farm without financial losses, the RFP seeks to minimize costs and specific requirements imposed upon the lessee. The RFP and lease do, however, require that the property be actively farmed, including operation of the farm stand and the RFP requires compliance with the conservation restriction and land management plan recorded on the property in

compliance with the Community Preservation and MA LAND grants. Below are some of the key points addressed in the RFP:

- Rent is fixed at \$1 for Parcel B and Lot A1 which do not include any residential structures.
- Rent for Lot A2, the 394 Old Meeting House lot, will be determined through the competitive proposal process.
- Town must bear the cost to maintain the residential house at 394 Old Meeting House in “habitable” condition.
- Lessee will have access to existing garage and sheds on the 398 Old Meeting House parcel but only until October 1, 2020.
- Prospective tenants may include in their proposal a request for the Town to pay fixed amount for specified one-time costs for equipment or non-residential structures (e.g. garage, shed). Any Town payment will be subject to Town Meeting approval.
- Town will not be responsible for Lessee’s operating losses or unanticipated costs.
- Selection of the lessee will be based on 6 Criteria and the Town has discretion to determine the overall best proposal based on all 6 Criteria. The Town is NOT obligated to award the lease to the proposal that has the most advantageous price.
 - 1) Years of Farming Experience
 - 2) Nature of Farming Experience
 - 3) Business Plan
 - 4) “Farm Plan” (compliance with conservation restriction and land management plan recorded for the property)
 - 5) Financial Reserves
 - 6) Price Proposal

Proposals will be evaluated by a committee appointed by the Town Manager which will include staff, a member of the Agricultural Commission and one or two individuals with farming expertise who are not affiliated with any potential respondents. The Town Manager will make final decision in selecting the most favorable proposal and award of the lease will be subject to approval of Conservation Commission and Board of Selectmen.

Proposed Motion:

- I move that Parcel B and Lots A1 and A2 of the Andrews Farm property be made available for lease for agricultural and residential purposes consistent with the purposes for which the property was acquired with further restrictions as detailed in the Request for Proposals; and,
- That the Town Manager be authorized to issue the Request for Proposals in substantially the same form as submitted to the Board.

CC: Board of Selectmen, Conservation Commission, Agricultural Commission

DRAFT FOR DISCUSSION ONLY

**Town of Falmouth
Request for Proposals
Lease of Tony Andrews Farm for Agricultural
Purposes**



**Issued:
August 15, 2018**

**Town of Falmouth
Request for Proposals
Lease of Andrews Farm for Agricultural Purposes**

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I. Background Information & Town Goals

The Town of Falmouth (Town), through its Board of Selectmen, seeks proposals from qualified organizations and individuals to lease Town-owned land and related structures for agricultural use on approximately 34.4± acres of Town-owned property located on Old Meetinghouse Rd and Berry Patch Lane in Falmouth, MA.

The Town has determined that this solicitation and the contract awarded pursuant to it are subject to the provisions of the Uniform Procurement Act, Massachusetts General Laws, Chapter 30B, Section 16. Therefore, the relevant provisions of Massachusetts General Law are incorporated by reference in this Request for Proposals (RFP).

A walk-through of the property and the facilities will be held at a time TBD the week of August 20-25, 2018. It is strongly recommended that any respondent intending to submit a proposal be at this walk-through. We will send a notice out to all parties requesting bid documents when we have this information.

Questions regarding this proposal should be directed in writing to Peter Johnson-Staub, Assistant Town Manager Farmbid@falmouthmass.us by September 3, 2018. This RFP may be amended, based on questions proposed by potential respondents. Any revisions to this RFP shall be provided to all potential respondents no later than September 10, 2018. Proposals in strict conformance with the requirements of this RFP must be received at the Town Manager's office no later than 12:00pm on September 19th to be considered.

The Town of Falmouth acquired the property known as Tony Andrews Farm ("The Farm") in February of 2018 for conservation, agriculture and passive recreation purposes. The Town's primary objective with this RFP and subsequent lease is to ensure the property continues to be actively farmed and maintained including cultivation of food and operation of the existing farm stand for sale of locally grown produce. The Lessee will maintain the property in an aesthetically pleasing manner similar to current conditions while preserving public access to adjacent conservation land owned by The 300 Committee Land Trust, Inc.

It is understood that in order to attain this goal the lease terms need to be structured in a manner that limits costs to the Lessee. The Town is not seeking to extract a financial return from this property through this lease. Proposals may include a request for Town to supply building improvements or specific equipment identified in the proposal. The Town has identified the following goals for this RFP and lease of Tony Andrews Farm:

- Promote the long-term viability of farming on this property;
- Seek a Lessee who is interested in a lease of up to 20 years;
- Continue cultivation of all portions of the Premises historically farmed;
- Emphasize cultivation of produce for local human consumption;
- Include current best management practices that build soils to improve the productivity of the land;
- Include operation of the existing farm stand from the spring through the fall with an emphasis on locally farm grown produce and products grown, raised and produced locally;
- Minimize Town costs associated with the property;
- Include educational programs for town residents, particularly school age children that addresses the relationship between a community and its residents, as well as the food supply

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and the land from which it grows. Such programs may be coordinated directly by the Lessee or through partnerships with local individuals and organizations; and

- Include opportunities for beginning farmers to gain experience and knowledge of agricultural business.

The Town is seeking to lease the Farm Property for a five (5) year term with an option to extend the lease for one additional fifteen (15) year term, at the Town’s sole discretion.

The response to this request for proposals shall include:

1. A separate technical proposal that shall respond to the request for information specified in sections titled Minimum Criteria and Proposal Submissions below; and
2. A separate price proposal that shall show the respondent’s proposed annual lease payment for each year and itemize any non-residential building improvements or equipment respond requests the Town supply.

The Town reserves the right to reject any and all bids as determined to be in the best interest of the Town, to waive minor informalities, and to award the contract as decided to be in the best interest of the Town taking into consideration the technical and price proposals submitted. The Town reserves the right to request further information to clarify proposals.

Submission Instructions:

Respondents are required to submit: <u>one (1) original and four (4) copies of the “Technical Proposal” for a total of five (5), and in a separately sealed envelope, one (1) original “Price Proposal”.</u> The Respondent is also asked, but not required, to include one (1) electronic version (PDF version on thumb drive) in a third sealed envelope. All Technical Proposal and Price Proposal forms and certifications are due on the proposal date as part of a complete submission package. Proposals are to be submitted and addressed as follows:		
	Technical Proposal	Price Proposal
Mailing Address	Town Manager’s Office 59 Town Hall Square Falmouth, MA 02540	
Please note the envelopes (packages) may be sent in a single envelope (package, box, carton, etc.) provided that all the separate envelopes are individually sealed and clearly marked as noted.		
Proposal Identification on the Outside of the Sealed Envelope	Town of Falmouth Andrews Farm Lease – TECHNICAL PROPOSAL	Town of Falmouth Andrews Farm Lease –Price PROPOSAL
Bids Due	Proposals must be received no later than Wednesday, September 19, 2018 at 12:00 p.m. LATE PROPOSALS WILL NOT BE ACCEPTED.	
Bid Bond (Bid Deposit)	A Bid Bond is NOT required.	
Delivery will be at the expense of the Respondent. Any and all damages that may occur due to packaging or shipping will be the sole responsibility of the Respondent.		

II. LEGAL AD:

Request for Proposal for Lease of Town Land for Agricultural Use

The Town of Falmouth invites proposals for lease of approximately 34.4± acres of town land for agricultural use at the Tony Andrews Farm located on Old Meetinghouse Road. The Town requests that the proposal include the identification of a farmer/caretaker who will reside at the adjacent property located at 394 Old Meetinghouse Road and be responsible for managing and providing security for the farm. Bid documents will be available starting at 12:00PM, Wednesday, August 15, 2018 by contacting Peter Johnson-Staub, Assistant Town Manager at Farmbid@falmouthmass.us (508) 495-7320; or by coming to the Town Manager's Office at 59 Town Hall Sq., Falmouth, MA. Sealed proposals must be prepared and submitted in strict accordance with the instructions and requirements contained in this Request for Proposals (RFP) and must be received no later than 12:00PM on Wednesday September 19, 2018, at:

Town Manager's Office
59 Town Hall Sq.,
Falmouth, MA 02540.

Late, emailed, faxed or unsigned proposals will not be accepted.

The Town of Falmouth reserves the right to waive any informalities and to accept or reject any and all proposals in the best interest of the Town.

- Newspaper Postings: August 17, 2018 and August 24, 2018
- Central Register Postings: August 15, 2018

III. PROPERTY DESCRIPTION

The Tony Andrews Farm property consists of approximately 34.4± acres located on the west side of Old Meetinghouse Road. The agricultural land to be included in this RFP and resulting lease are depicted as Parcel B, Lot A1 on the maps and plan included as Attachment F. A separate residential lease of 394 Old Meetinghouse Road, shown as Lot A2 on the maps and plan included in Attachment F shall also be included in this RFP. 398 Old Meetinghouse Road, shown as Lot A3 on the maps and plan included in Attachment F is not included in the Premises to be leased. However, the Lessee shall be granted a license to access and use the garage and three outbuildings located on Lot A3 *until October 1, 2020*.

The Premises includes the following appurtenances/buildings/structures (see item 4(e) under Proposal Submissions below):

- Ranch style house - 394 Old Meetinghouse Rd, Lot A2: 940 sf constructed 1967. This residential house will be delivered in habitable conditions as required by applicable MA law.
- Farm stand building – Lot A1, “as is” condition
- Garage and three Outbuildings on Lot A3, “as is” condition and access and use shall be ***provided until October 1, 2020 (note structures are in poor condition)***. The Town, at its sole discretion, may elect to sell this parcel of land (Lot A3) with an effective date no sooner than October 1, 2020 which would make the structures on Lot A3 unavailable to the Lessee. *Proposals must address vehicle and equipment storage needs after October 1, 2020 in the business plan submitted as part of the Technical Proposal.*
- The residential house at 398 Old Meetinghouse Rd, Lot A3, is NOT included in this RFP. Town may, at its sole discretion, entertain non-residential uses of this house after March 1, 2021.
- Town makes no representation that existing irrigation system is functional.
- The Town does not own any farm equipment so proposals must address all equipment needs in the business plan submitted as part of the Technical Proposal.

IV. GENERAL INFORMATION

The lessee shall operate under the terms of the Lease Agreement that is attached hereto as Attachment G. It is the obligation of prospective lessees to review the terms of the lease prior to submitting a proposal.

It is the intention of the Board of Selectmen and the Conservation Commission to assign responsibility to oversee compliance with the provisions of the Lease Agreement to the Agricultural Commission.

1. The lessee shall be required to comply with the provisions of the Conservation Restriction recorded for this property and the Land Management Plan prepared and approved in compliance with a grant to the Town of Falmouth under FY18 Land Acquisition for Natural Diversity (LAND) grant program from the Commonwealth of Massachusetts Division of Conservation Services. (the “Land Management Plan”). A copy of the Land Management Plan can be obtained from the Town Manager. Selected portions of the Conservation Restriction are provided in Attachment H. Subsequent to award of bid and prior to the

commencement of operations, the lessee shall submit a final Conservation Farm Plan in consultation with the USDA Natural Resources Conservation Services, approved by the Landlord and The Three Hundred Committee Land Trust, Inc., holder of the Conservation Restriction (the "Farm Plan"), all in compliance with the terms of the Conservation Restriction. The Lessee shall submit the Farm Plan for review and approval by the Agricultural Commission that shall include, but not be limited to those items listed under Proposal Submissions, Item #4 of this document. The purpose of the plan is to allow the Agricultural Commission to assess the impact of the farm operation on the community's health, safety, convenience, environment, neighborhood, and aesthetics. The Farm Plan review may, at the discretion of the Agricultural Commission, include a public hearing. The final Farm Plan shall be attached to and be part of the Lease Agreement.

As detailed in the lease agreement, lessee shall be required to obtain and keep in force the following insurance at its sole expense: Comprehensive General Liability, Automobile Liability, Workers Compensation, Farm Liability Insurance.

Prior to entering into the Lease Agreement, the lessee shall provide to the Town evidence satisfactory to the Town that (1) a current criminal offender record information (CORI) investigation has been conducted for each officer and employee of the lessee who will work on the project, and (2) the results of which indicate no reason to prohibit the subject officer or employee from working on the project. The Town shall assist the lessee to obtain appropriate Sexual Offender Record Information for each officer and employee of the lessee through the Town's access to the CORI system.

V. TECHNICAL PROPOSAL

The technical proposal shall include the following:

1. Respondent information - Name, address, telephone number and email address of the individual submitting the proposal who will serve as the organization's primary contact with the Town. The proposal shall be signed by a duly authorized representative of the applicant organization.
2. A statement that the respondent has visited the subject site and is fully acquainted with the conditions as they exist.
3. A Business Plan covering a minimum of three years for the farming operations to include but not be limited to:
 - a. A description of respondent's ownership structure (i.e. sole proprietor, partnership, corporation, etc.)
 - b. The names of: 1) The of principal(s) of the respondent's organization (i.e. identify sole proprietor, partners, or officers of corporation); 2) The individual(s) who will make operational decisions for lessee; 3) The caretaker/manager who will reside at 394 Old Meetinghouse Rd;
 - c. A description of the qualifications and farming experience for each individual identified in 3.b. above;
 - d. At least 3 references with contact information who can attest to farming qualifications for each individual listed in 3.b. above.

- e. A description of target market and strategy for securing a market for produce and products produced at the Farm (e.g. anticipated farm stand sales, CSA shares, etc.); and
 - f. Estimated expenses broken out into categories in sufficient detail to convey thorough understanding of the cost to operate this farm;
 - g. Itemized list of equipment required and whether such equipment is already owned or is to be purchased or leased (items with a value less than \$1,000 do not need to be included);
 - h. Estimated revenues broken out into categories in sufficient detail to convey a thorough understanding of how revenue will be generated;
 - i. A description of loans required to meet business plan and evidence of ability to secure such loans;
 - j. A description of personal/organizational financial resources available to support business plan with supporting documentation to evidence cash reserves, and/or ability to secure a line of credit of a specified amount;
 - k. A description of any financial support required from the Town to improve/replace non-residential structures or to supply equipment, please include a fixed price for each item; *Respondent must plan to operate without the outbuildings on Lot A3 after October 1, 2020.* Note, the Town does not intend to provide financial support to the Lessee other than for non-residential structures and equipment identified in the proposal and any such support is subject to Town Meeting appropriation.
 - l. Identify the amount of security deposit to be provided by Lessee upon execution of the agricultural lease and whether said security shall be provided in the form of cash, letter of credit or other comparable instrument to cover the costs of site cleanup and any other lessee commitments, if needed at the end of the lease. Security deposit must be at minimum \$5,000 and the Town would prefer a larger sum.
 - m. A summary of the organization's financial position and how the lease and operational cost of the Farm will be financed. Include a copy of the organization's three (3) most recent annual audited financial statements, personal tax returns, bank statements or comparable financial documents, portraying the individual's or organization's current financial condition. Letters of credit or other documents from a bank or lender may be provided as supplemental information to demonstrate financial capacity.
4. Preliminary Farm Plan for the property including:
- a. Anticipated crops to be cultivated;
 - b. Proposed hours of field operation;
 - c. Motorized farm equipment to be used on site;
 - d. Proposed hours of operation of mechanical equipment;
 - e. A description of proposed use of:
 - Residence at 394 Old Meetinghouse Rd
 - Farm Stand
 - Garage and outbuildings on Lot A3/398 Old Meetinghouse Rd through October 1, 2020;

- f. Plans to meet storage and garage requirements after October 1, 2020;
- g. Description of measures to mitigate operational impacts on abutters;
- h. Composting Plan, if applicable;
- i. Months during which farm stand will be open and proposed hours of farm stand operation, if applicable;
- j. Farm-related and non-farm related products to be sold at the farm stand. (The sale of non-farm related products are governed by MGL Ch. 40A, Sec. 3. Non-farm related items shall be subject to approval by the Board of Selectmen);
- k. Plan to secure the property during non-business hours;
- l. Practices to minimize or eliminate the use of any synthetic pesticides, herbicides, and fertilizers. The Town desires that the lessee commit to the use of Best Management Practices (BMPs) in the farm operations as described in publications issued jointly by the Massachusetts Farm Bureau Federation, University of Massachusetts Extension and the MA Department of Agricultural Resources. These Best Management Practices publications can be found at: <https://www.mass.gov/service-details/agricultural-best-management-practices-bmps>
- m. Practices to prevent soil erosion, promote the soil health and the accumulation of organic matter;
- n. Storage plan for fuel, fertilizers, pesticides, herbicides, fungicides, and detergents;
- o. Proposed plan for maintaining pathway connections for public access to abutting open space property along Pond 14. Preexisting pathways within the Premises as depicted on Map 9 of the Land Management Plan must remain in place – see Attachment I;
- p. Community Engagement - A description of plans to provide opportunities for the public to see and experience the farm. Examples might include: Pick- Your-Own, educational programs or partnerships for students or for aspiring farmers, setting aside for community gardens.
- q. Acknowledgement that Farm Plan must comply with the Conservation Restriction applicable to the property.

Pursuant to the Conservation Restriction, each element of the proposed Farm Plan shall be subject to final approval by the Town and The 300 Committee Land Trust, Inc. The final Farm Plan, as negotiated with the lessee, will be attached to and be part of the Lease Agreement.

- 5. Identification of exceptions taken to any part of this RFP and lease agreement and a statement why.

6. Provide a statement describing any connections the respondent has to the Town of Falmouth or residents (e.g., business presence in Town; participation in community organizations, etc.).
7. The names of the individual(s) who shall reside on Premises at 394 Old Meetinghouse Rd. and a resume' for each of the individuals named.

VI. Proposal Evaluation

1. An Evaluation Committee, selected by the Town Manager, will review all proposals. recommend to the Town Manager the proposal it deems most advantageous, taking into consideration the evaluation of the technical proposals, non-monetary benefits to the community, the quality of the references (minimum of 3), and the price proposals. The Town reserves the right to interview finalists. The Evaluation Committee shall waive minor infractions as defined by Chapter 30B or allow the proposer to correct them. Proposals shall each be evaluated based upon the Minimum Requirements and Comparative Criteria as detailed below. The Evaluation Committee shall assign a composite rating to each proposal and submit the ratings to the Town Manager as Chief Procurement Officer of the Town of Falmouth. The Town Manager shall determine the most advantageous proposal and, if deemed in the best interest of the Town, award a Lease Agreement subject to approval of the Board of Selectmen and the Conservation Commission.
2. Minimum Requirements: The following minimum items are required to constitute a Responsive and Responsible Proposal.
 - a. A completed Technical Proposal submission – See Section V. above
 - b. A completed General Bid form – Attachment A
 - c. Certificate of Non-Collusion & Tax Compliance – Attachment B
 - d. If applicable, certification of Vote of the Organization's Board of Directors Authorizing Submittal of the proposal and execution of a contract – Attachment C
 - e. A completed Price Proposal form - Attachment D
 - f. Statement of Competency and References – Attachment E

3. Comparative Evaluation Criteria: Proposals will be evaluated by the Evaluation Committee according to the following criteria:

Ranking	1. Director(s)' Years of Farming Experience	2. Nature of Director(s)' Experience	3. Business Plan	4. Farm Plan	5. Financial Reserves
Highly Advantageous	More than 10-Years experience working on a farm of similar size	At least 3 years experience as owner/director of farm of similar size	Business Plan includes all required information and sufficient detail to demonstrate viability	Land Management Plan is complete, consistent with the Conservation Restriction for this property and meets all, or nearly all, of the goals stated in the RFP.	Proposal demonstrates strong ability to secure any required loans and includes cash reserves of at least \$20,000 to address unanticipated needs.
Advantageous	5 - 10 Years experience working on a farm of similar size	At least 3 years experience including some management duties and reporting directly to owner/director on a farm of similar size	Business Plan includes all required information but lacks sufficient detail in one or more areas which reduces confidence in strength of the plan	Land Management Plan is complete, consistent with the Conservation Restriction for this property but does not meet two or more goals stated in the RFP.	Proposal demonstrates strong ability to secure any required loans, and includes cash reserves of \$5,000 - \$19,999 to address unanticipated needs
Not Advantageous	Less than 5 years experience working on a farm of similar size	At least 3 years experience working on a farm of similar size without significant management experience	Business Plan does not include all required information and/or fails to identify all costs associated with operating the farm and/or fails to identify revenues to meet required costs	Land Management Plan is incomplete or lacks sufficient detail to demonstrate ability to meet the requirements of the Conservation Restriction or the goals stated in the RFP.	Proposal does not demonstrate ability to secure required loans or cash reserves of at least \$5,000

**Attachment A:
General Bid Form**

GENERAL BID FORM

The accompanying **Statement of Competency** and **Bidding Forms** are hereby submitted in response to the RFP cited above. All information, statements and prices are true, accurate and binding representations of its intentions and commitments in responding to this RFP.

Name of Individual Submitting Proposal on behalf of Respondent:			
Address:			
Phone:		Email:	

For the Respondent:

X _____ (Signature) Date: _____

Name of Individual: _____

Title: _____

Name of Business: _____

**Attachment B:
Certificate of Non-Collusion and Tax Compliance**

Non-Collusion Statement

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

Taxes Paid Certification

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am/my company is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and Vendors, and withholding and remitting child support.

For the Respondent:

X _____ (Signature) Date: _____

Name of Individual: _____

Title: _____

Name of Business: _____

**Attachment C:
Certificate of Corporate Vote**

CERTIFICATE OF VOTE

This is to certify that at a special meeting of the _____

[Board of Directors/ Executive Committee...] of the _____, located at

_____, at _____, 2018, with a quorum being present and voting, it was

VOTED that _____ is authorized to sign this proposal.

A TRUE COPY

ATTEST: _____

Secretary/Clerk

Attachment D:
PRICE PROPOSAL FORM
(Submit this form in a separate sealed envelope)

Proposed Rent to be Paid to Town by Lessee:

Rent for Farm parcels – Parcel B and Lot A1 is set at \$1 per year.

Proposed Rent for residence at 394 Old Meetinghouse Rd, Lot A2
Per Year, Year 1 thru Year 5:

A.) \$ _____

If Lease is Renewed, Proposed Rent for residence at
394 Old Meetinghouse Rd, Lot A2
Per Year for Year 6 thru Year 20:

B.) \$ _____

Fixed Cost to Town* for equipment and/or
improvements to non-residential structures to be
furnished by the Town as itemized in Technical
Proposal submission per section VI. 3. (i.):

C.) \$ _____

Net 20-Year Cost or Revenue to Town ('A.' + 'B.' – 'C.');

D.) \$ _____

*** Note:** *Any equipment or improvements to non-residential structures shall be subject to Town Meeting appropriation and the Town's obligations shall be limited to items identified in the proposal submitted by the Lessee. The Town shall be responsible for certain repairs that may be required to ensure the residential dwelling at 394 Old Meetinghouse rd. is habitable per applicable law.*

Attachment E:
STATEMENT OF COMPETENCY

I hereby certify that the respondent has at least 3 years of experience working on a farm of similar size and has sufficient knowledge and experience to manage Andrews Farm as described in this RFP and that the respondent will receive favorable ratings from the following references who have direct knowledge of respondent's farming qualifications. **A minimum of 3 references required.**

Name	Address	Phone #	Email (optional)

For the Respondent

X _____ (Signature)

Name: _____

Title: _____

Date: _____

Attachment F: Property Maps & Plan

PROPERTY DESCRIPTION

The Tony Andrews Farm property consists of approximately 34.4± acres located on the west side of Old Meetinghouse Road. The agricultural land to be included in this RFP and resulting lease are depicted as Parcel B, Lot A1 on the maps and plan included as Attachment F. A separate residential lease of 394 Old Meetinghouse Road, shown as Lot A2 on the maps and plan included in Attachment F shall also be included in this RFP. 398 Old Meetinghouse Road, shown as Lot A3 on the maps and plan included in Attachment F is not included in the Premises to be leased. However, the Lessee shall be granted a license to access and use the garage and three outbuildings located on Lot A3 *until October 1, 2020*.

The Premises includes the following appurtenances/buildings/structures (see item 4(e) under Proposal Submissions below):

- Ranch style house - 394 Old Meetinghouse Rd, Lot A2: 940 sf constructed 1967. This residential house will be delivered in habitable conditions as required by applicable MA law.
- Farm stand building – Lot A1, “as is” condition
- Garage and three Outbuildings on Lot A3, “as is” condition and access and use shall be ***provided until October 1, 2020 (note structures are in poor condition)***. The Town, at its sole discretion, may elect to sell this parcel of land (Lot A3) with an effective date no sooner than October 1, 2020 which would make the structures on Lot A3 unavailable to the Lessee. *Proposals must address vehicle and equipment storage needs after October 1, 2020 in the business plan submitted as part of the Technical Proposal.*
- The residential house at 398 Old Meetinghouse Rd, Lot A3, is NOT included in this RFP. Town may, at its sole discretion, entertain non-residential uses of this house after March 1, 2021.
- Town makes no representation that existing irrigation system is functional.
- The Town does not own any farm equipment so proposals must address all equipment needs in the business plan submitted as part of the Technical Proposal.

Andrews Farm

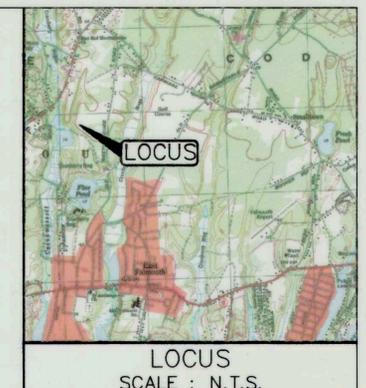


Andrews Farm



NOTES:

- LOCUS OWNER:
394 & 398 OLD MEETING HOUSE - MARINA F. ANDREWS AND TONY ANDREWS.
ASSESSORS LOT: 21 08 016 000B - MARINA F. ANDREWS AND TONY ANDREWS.
- DEED REFERENCE:
394 OLD MEETING HOUSE ROAD BOOK 13350, PAGE 187.
398 OLD MEETING HOUSE ROAD BOOK 13350, PAGE 194.
- ASSESSORS REFERENCE:
MAP: 21, BLOCK 08, SECTION 016, LOT 000,
MAP: 21, BLOCK 08, SECTION 016A, LOT 000,
MAP: 21, BLOCK 08, SECTION 016, LOT 000B

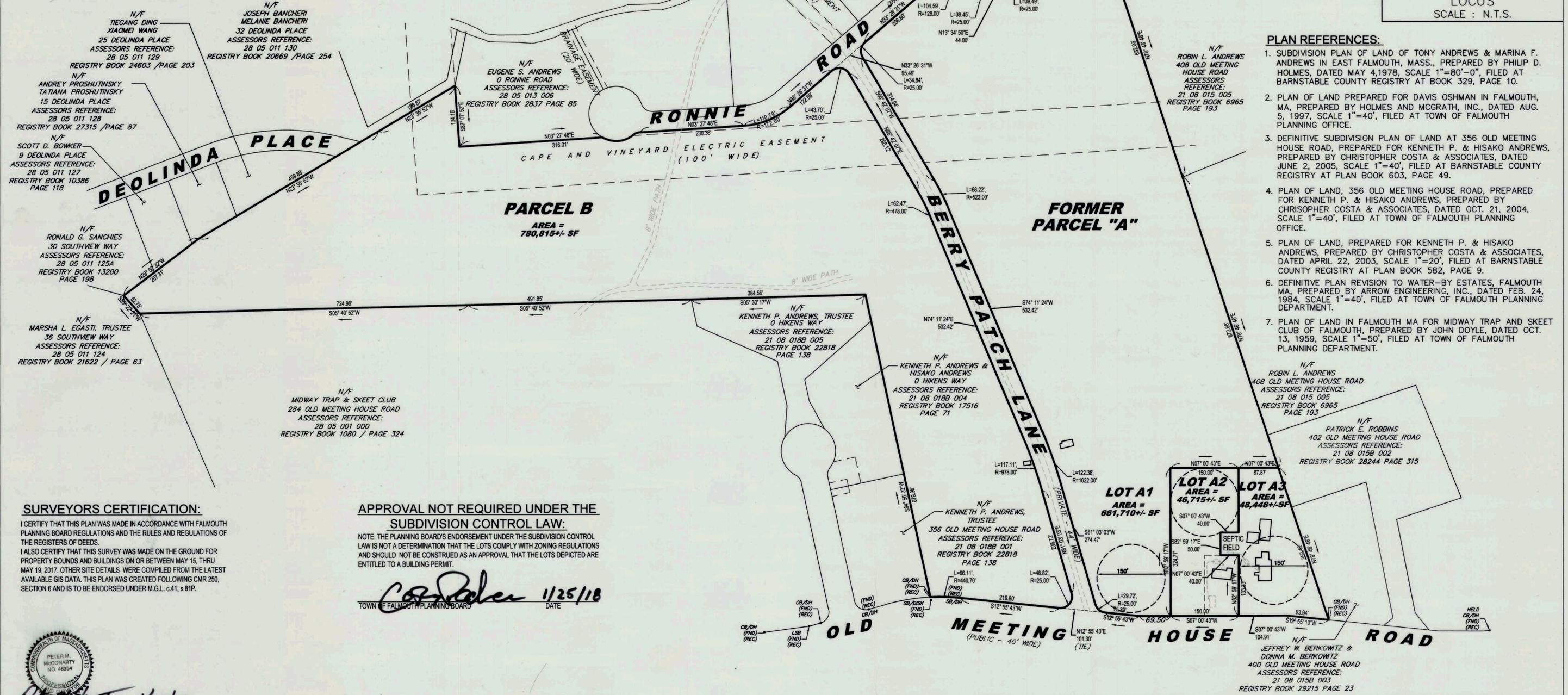


REGISTRY USE ONLY

LOCUS
SCALE : N.T.S.

PLAN REFERENCES:

- SUBDIVISION PLAN OF LAND OF TONY ANDREWS & MARINA F. ANDREWS IN EAST FALMOUTH, MASS., PREPARED BY PHILIP D. HOLMES, DATED MAY 4, 1978, SCALE 1"=80'-0", FILED AT BARNSTABLE COUNTY REGISTRY AT BOOK 329, PAGE 10.
- PLAN OF LAND PREPARED FOR DAVIS OSHMAN IN FALMOUTH, MA, PREPARED BY HOLMES AND MCGRATH, INC., DATED AUG. 5, 1997, SCALE 1"=40', FILED AT TOWN OF FALMOUTH PLANNING OFFICE.
- DEFINITIVE SUBDIVISION PLAN OF LAND AT 356 OLD MEETING HOUSE ROAD, PREPARED FOR KENNETH P. & HISAKO ANDREWS, PREPARED BY CHRISTOPHER COSTA & ASSOCIATES, DATED JUNE 2, 2005, SCALE 1"=40', FILED AT BARNSTABLE COUNTY REGISTRY AT PLAN BOOK 603, PAGE 49.
- PLAN OF LAND, 356 OLD MEETING HOUSE ROAD, PREPARED FOR KENNETH P. & HISAKO ANDREWS, PREPARED BY CHRISTOPHER COSTA & ASSOCIATES, DATED OCT. 21, 2004, SCALE 1"=40', FILED AT TOWN OF FALMOUTH PLANNING OFFICE.
- PLAN OF LAND, PREPARED FOR KENNETH P. & HISAKO ANDREWS, PREPARED BY CHRISTOPHER COSTA & ASSOCIATES, DATED APRIL 22, 2003, SCALE 1"=20', FILED AT BARNSTABLE COUNTY REGISTRY AT PLAN BOOK 582, PAGE 9.
- DEFINITIVE PLAN REVISION TO WATER-BY ESTATES, FALMOUTH MA, PREPARED BY ARROW ENGINEERING, INC., DATED FEB. 24, 1984, SCALE 1"=40', FILED AT TOWN OF FALMOUTH PLANNING DEPARTMENT.
- PLAN OF LAND IN FALMOUTH MA FOR MIDWAY TRAP AND SKEET CLUB OF FALMOUTH, PREPARED BY JOHN DOYLE, DATED OCT. 13, 1959, SCALE 1"=50', FILED AT TOWN OF FALMOUTH PLANNING DEPARTMENT.



PARCEL B
AREA = 780,815 +/- SF

FORMER PARCEL "A"

LOT A1
AREA = 661,710 +/- SF

LOT A2
AREA = 46,715 +/- SF

LOT A3
AREA = 48,448 +/- SF

SURVEYORS CERTIFICATION:

I CERTIFY THAT THIS PLAN WAS MADE IN ACCORDANCE WITH FALMOUTH PLANNING BOARD REGULATIONS AND THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS.
I ALSO CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND FOR PROPERTY BOUNDS AND BUILDINGS ON OR BETWEEN MAY 15, THRU MAY 19, 2017. OTHER SITE DETAILS WERE COMPILED FROM THE LATEST AVAILABLE GIS DATA. THIS PLAN WAS CREATED FOLLOWING GMR 250, SECTION 6 AND IS TO BE ENDORSED UNDER M.G.L. c.41, s.81P.

APPROVAL NOT REQUIRED UNDER THE SUBDIVISION CONTROL LAW:

NOTE: THE PLANNING BOARD'S ENDORSEMENT UNDER THE SUBDIVISION CONTROL LAW IS NOT A DETERMINATION THAT THE LOTS COMPLY WITH ZONING REGULATIONS AND SHOULD NOT BE CONSTRUED AS AN APPROVAL THAT THE LOTS DEPICTED ARE ENTITLED TO A BUILDING PERMIT.

[Signature] 1/25/18
TOWN OF FALMOUTH PLANNING BOARD DATE



[Signature] 1/25/18
PETER M. MCCONARTY, PLS # 46354

ZONING REVIEW: Zoned: AGRICULTURAL A (AGA)

Minimum Lot Area	45,000 sq. ft.
Minimum Lot Frontage	100'

LOTS TO BE CONVEYED ON THIS PLAN ARE AS FOLLOWS:

LOT A1 - AREA = 661,710 +/- S.F.
LOT A2 - AREA = 46,715 +/- S.F.
LOT A3 - AREA = 48,448 +/- S.F.
PARCEL B - AREA = 780,815 +/- S.F.
BERRY PATCH LANE - AREA = 59,260 +/- S.F.

DATE	BY	REVISION
1/21/2018	P.M.M.	ADJUSTED LOTS A2 & A3 LINES AND LOT AREAS.

**TOWN OF FALMOUTH
DEPARTMENT OF
PUBLIC WORKS**

ENGINEERING DIVISION
416 GIFFORD STREET
FALMOUTH, MA 02540
508-457-2543

PLAN OF LAND
for
THE TOWN OF FALMOUTH
394 & 398 OLD MEETING HOUSE ROAD and
0 BERRY PATCH LANE
EAST FALMOUTH, MA

DRAWN: P.M.M. DATE: SEPT. 15, 2017

DESIGN: P.M.M. Scale: 1"=100'

CHECK: J.M.

Drawing: \\Town Fac\Tony Andrews Farm\2017\ANR.Dwg

**SHEET
1 OF 1**

ANDREWS FARM LEASE AGREEMENT

THIS ANDREWS FARM LEASE AGREEMENT is made as of the ___ day of _____, 2018 by and between the Landlord and Tenant identified herein (the “Agreement”). The Agreement is comprised of two separate yet interdependent leaseholds identified as the Agricultural Lease and the Residential Lease. The terms of each differ, but pursuant to this Agreement, if the Tenant breaches the terms of either lease, both may be terminated at Landlord’s discretion.

WITNESSETH:

A. THE AGRICULTURAL LEASE

PART I: SPECIAL PROVISIONS

1. Date of Lease:
2. Landlord: Town of Falmouth, Massachusetts
3. Landlord’s Address: 59 Town Hall Square, Falmouth, MA 02540
4. Tenant:
5. Tenant’s Address:
6. Farmer/Caretaker:
7. Demised Agricultural Premises: The Demised Agricultural Premises known as Tony Andrews Farm, East Falmouth, MA, being the same premises conveyed to the Landlord by deed dated February 9, 2018 and filed with the Barnstable County Registry of Deeds in Book 31095, Page 237. The Demised Agricultural Premises are more particularly described as Parcel B and Lot A1 on a Plan of Land entitled “Plan of Land for the Town of Falmouth 394 and 398 Old Meeting House Road and 0 Berry Patch Lane, East Falmouth, MA” dated September 15, 2017 (as revised) and recorded with said Registry in Plan Book 674, Page 26 (the “Plan”). A copy of the Plan is attached as **Exhibit A**. The Demised Agricultural Premises is comprised of 34.4± acres and is subject to the terms of a Conservation Restriction recorded with said Registry on June 28, 2018 in Book 31370, Page 72 (the “Conservation Restriction”). A copy of the Conservation Restriction is attached as **Exhibit B**.
8. Lease Term: The period commencing as of the Term Commencement Date and ending as of _____.
9. Term Commencement Date: The date of Lease.
10. Rent Commencement Date: The Term Commencement Date.

11. Termination Date: _____, unless extended pursuant to this Lease.
12. Base Rent: \$ _____ annually. Base Rent from the Term Commencement Date to _____ shall be pro-rated and paid on the Term Commencement Date. Subsequently, Base Rent for each calendar year shall be paid on the first day of each calendar year, and Base Rent for any other partial calendar year shall be equitably pro-rated.
13. Additional Rent: All utilities, insurance, other charges and monetary obligations of Tenant if invoiced directly to landlord (other than Base Rent) under this Lease. Additional rent, if any, shall be paid promptly when invoiced by Landlord.
14. Permitted Use: The Demised Agricultural Premises may be used solely for agricultural purposes and uses accessory thereto which uses shall be in keeping with current use of the Demised Agricultural Premises, and shall be in compliance with the terms of the Conservation Restriction and the Land Management Plan prepared and approved in compliance with a grant to the Town of Falmouth under FY18 Land Acquisition for Natural Diversity (LAND) grant program from the Commonwealth of Massachusetts Division of Conservation Services. (the "Land Management Plan"). A copy of the Land Management Plan can be obtained from the Town Manager.
15. Broker(s): None.
16. Security Deposit:

PART II

ARTICLE I – PREMISES

Section 1.1 Demised Agricultural Property. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, upon and subject to the terms and provisions of this Agricultural Lease, the Demised Agricultural Premises identified in the Special Provisions. Wherever in this Lease the term "Demised Agricultural Premises" is used, said term encompasses the parcels identified in the Special Provisions, including any and all existing and future structures and parking facilities, as the same may from time to time be altered.

The Demised Agricultural Premises are leased to Tenant "AS IS," with the underground irrigation system, the farm stand building, and the parking area currently located thereon. The Demised Agricultural Premises are subject to and with the benefit of all present and future covenants, restrictions, easements, encumbrances, rights, and agreements of record, including without limit the Conservation Restriction and Land Management Plan to the extent in force and applicable, and subject to zoning, environmental and building laws, ordinances and regulations

and such other laws, ordinances and regulations as may from time to time be applicable to the Demised Agricultural Premises and facilities constructed thereon.

Landlord shall have the right to access and enter upon the Demised Agricultural Premise for the purposes of inspection and exercising any right reserved to Landlord by this Lease. In the event of any such entry, and except as otherwise provided herein, Landlord shall use reasonable efforts to minimize interference with or disruption of Tenant and Tenant's agricultural activities.

ARTICLE II – TERM OF LEASE

Section 2.1 Lease Term. Subject to the terms hereof, Tenant shall have the right to use the Demised Agricultural Premises during the period of the Lease Term, commencing on the Term Commencement Date and ending on the Termination Date, unless sooner terminated as hereinafter set forth.

Section 2.2 Acceptance of Demised Agricultural Premises. Tenant agrees that no representations or warranties, express or implied, respecting the conditions of the Demised Agricultural Premises and no promises to alter, repair or improve the Demised Agricultural Premises, either before or after the execution hereof, have been made by Landlord or its agents to Tenant, unless the same are contained herein and made a part hereof.

Section 2.3 Extension of Term. Tenant, subject to the consent of Landlord (which consent may be granted or withheld in Landlord's sole discretion), shall have the option to extend the Lease Term for additional calendar years upon the same terms and conditions as are provided in this Lease.

ARTICLE III – RENT

Tenant covenants and agrees to pay Base Rent and Additional Rent, if applicable, to Landlord as provided in the Special Provisions at Landlord's Address, or at such other address as Landlord shall from time to time designate in writing. Base Rent for any portion of a year shall be pro-rated accordingly.

ARTICLE IV – UTILITIES

Throughout the term of the Lease, Tenant shall pay, either directly to the provider or as Additional Rent, the cost of all utilities furnished to the Demised Agricultural Premises, including, but no limited to, gas, electricity, public water and sewer, telephone and the like.

Tenant shall pay or cause to be paid as Additional Rent, before any fine, penalty, interest or cost may be added thereof for the non-payment thereof, all taxes, assessments, special use or assessment district taxes, excises, levies, license and permit fees and all other governmental charges of any kind and nature which during the Term may be assessed, levied, imposed upon or become due with respect to, or become a lien on, the Demised Premises or the leasehold or any part thereof or any appurtenance thereto. All such charges shall be referred to herein as “Impositions.” Tenant shall have the right to contest or object to the amount or validity of any Imposition but shall not withhold payment of any Imposition while any such contest or objection is pending. Tenant, upon request of Landlord, shall furnish to Landlord within thirty (30) days of the date which any Imposition would become delinquent official receipts of the appropriate authority or other evidence reasonably satisfactory to Landlord evidencing payment thereof.

ARTICLE V – USE OF PREMISES: ASSIGNMENT AND SUBLEASE^[PJ1]

Section 5.1 Use of Demised Agricultural Premises. Tenant agrees that the Demised Agricultural Premises during the term of this Lease shall be used by the Tenant only for the Permitted Use.

Section 5.2 Additional Tenant Covenants. It being the intention of the parties to this Lease that it be a fully and completely “net” lease, Tenant further agrees to conform to the following provisions during the entire term of this Lease:

- a) Tenant shall be solely responsible for all, management, maintenance, repair, and upkeep of the Demised Agricultural Premises and shall not allow any trash or rubbish to accumulate on the Demised Agricultural Premises during the Lease Term. Tenant shall operate the Demised Agricultural Premises in a commercially reasonable manner and generally maintain it in productive farm use during the Lease Term.
- b) Tenant shall be solely responsible for compliance with all health, safety and building laws with respect to the Demised Agricultural Premises, including but not limited to compliance with all laws and regulations pertaining to environmental matters. Organic

materials and methods for fertilizing and pest control are to be preferred to inorganic chemical means.

- c) Tenant shall utilize only pesticides and herbicides that have been approved for use in accordance with applicable law and the terms of the Conservation Restriction. The rate and location of application shall not exceed that permitted for the specific crops being planted and pesticide or herbicide being used. All other label restrictions or guidelines shall be strictly observed.
- d) Tenant shall prepare a Conservation Farm Plan in consultation with the USDA Natural Resources Conservation Services, approved by the Landlord and The Three Hundred Committee Land Trust, Inc., holder of the Conservation Restriction (the "Farm Plan"), all in compliance with the terms of the Conservation Restriction.
- e) Tenant shall comply with the terms of the Farm Plan.
- f) Tenant shall take appropriate measures, in keeping with good agricultural practice, to limit soil erosion and loss from the site to acceptable levels.
- g) Landlord shall have no obligation to provide any maintenance, repair, upkeep, management or security to the Demised Agricultural Premises.
- h) Tenant shall provide a full-time Farmer/Caretaker acceptable to Landlord who shall provide management and security of the Demised Agricultural Premises. The Farmer/Caretaker shall reside at the adjoining property located at 394 Old Meeting House Road subject to the terms and conditions of the Residential Lease described in Section B, below.
- i) Tenant shall indemnify and hold harmless Landlord and each of its officers, board members, employees and representatives against all claims, damages, losses, penalties, actions, liens, demands, costs, liabilities, expenses, fines and judgments (including without limitation reasonable legal fees) related to Tenant's use of the Demised Agricultural Premises during the Term, including but not limited to use of the Demised Agricultural Premises by Tenant's employees, agents, contractors, invitees and customers; provided, however, that this indemnification shall not apply to any claims, damages, losses, penalties, actions, liens, demands, costs, liabilities, expenses, fines and judgments arising directly and primarily from any act of gross negligence or willful misconduct of Landlord.
- j) Tenant shall not be entitled to assign this Lease or sublease the Demised Agricultural Premises without the written consent of Landlord, which consents may be granted or withheld in Landlord's sole discretion.

- k) No trucks, other than farm trucks and trucks used by 3rd party suppliers, workers and customers shall be permitted on the Demised Agricultural Premises. Overnight parking of any vehicles, other than those owned by Tenant and other than up to two cars owned by Tenant's guests or invitees, is prohibited.
- l) Tenant shall not be entitled to construct improvements or make alterations to the Demised Agricultural Premises without the written consent of Landlord, which consent may be granted or withheld in Landlord's reasonable discretion.
- m) Tenant shall maintain the perimeter of the Demised Agricultural Premises that abuts the adjacent properties in neat and orderly condition, including controlling weed growth by cultivation, mowing and/or tilling within ten (10) feet of the adjacent properties.

ARTICLE VI – SURRENDER

Upon the expiration or sooner termination of this Lease, Tenant shall surrender to Landlord the Demised Agricultural Premises in neat condition and, except as specifically provided otherwise in writing by Landlord, shall remove the underground irrigation system, all of tenant's farm equipment, agricultural goods, agricultural fertilizers and pesticides, agricultural waste, the existing farm stand structure and foundation, any remaining greenhouse structures and storage facilities and all manmade materials and debris. Tenant shall leave parking area in place. Tenant shall leave existing root systems in place and, at the Town's election, plant or spread wildflower seed mix supplied by the Town as is necessary to stabilize the soil prior to Tenant's surrender of the Demised Agricultural Premises. The cost of the purchase, but not the spreading or planting of any wildflower seed mix shall be paid by the Town.

ARTICLE VII – TENANT'S INSURANCE

Tenant agrees to maintain during the term hereof and until all of Tenant's responsibilities have been satisfied hereunder a policy of commercial general liability insurance on an occurrence basis under which the Landlord is named as an additional insured. Such policy shall not be cancelled, non-renewed or modified without at least thirty (30) days prior written notice to Landlord. The minimum limits of liability of such insurance shall be:

- 1) General Liability of at least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a \$3,000,000 Annual Aggregate Limit. The Town should be named as an "Additional

Insured". Products and Completed Operations should be maintained for up to 3 years after the completion of the project.

- 2) Farm Liability Insurance with a combined single limit of \$1,000,000. The Town shall be named as an "Additional Insured".
- 3) Automobile Liability (applicable for any contractor who has an automobile operating exposure) of at least \$1,000,000 Bodily Injury and Property Damage per accident. The Town shall be named as an "Additional Insured".
- 4) Workers' Compensation Insurance as required by law.
- 5.) Builders' Risk Property Coverage for the full insurable value (completed value) including existing structure of the building under construction. It shall include "All Risk" insurance for physical loss or damage including theft.

Architects and Engineers Professional Liability (applicable for any architects or engineers involved in the project) of at least \$1,000,000/occurrence, \$3,000,000 aggregate. The Town shall be named as an Additional Insured.

- 6.) Property Coverage for materials and supplies being transported by the contractor, as the Town's Property Contract provides coverage for personal property within 1000 feet of the premises.
- 7.) Umbrella Liability of at least \$2,000,000/ occurrence, \$2,000,000/aggregate. The Town shall be named as an Additional Insured.
- 8.) Waiver of Subrogation Delete Waiver of Subrogation Language in its entirety from any contract the Municipality enters into.

Upon the execution of this Lease, a binder of such insurance or, upon written request of Landlord, a duplicate original of the policy, shall be delivered by Tenant to Landlord. In addition, evidence of the payment of all premiums of such policies will be delivered to Landlord. All commercial general liability, property damage liability, and casualty policies maintained by Tenant will be written as primary policies, not contributing with and not in excess of coverage that Landlord may carry. If Tenant fails to maintain such insurance, which failure continues for ten (10) days after Landlord gives notice to Tenant of such failure, then Landlord, at its election, may procure such insurance as may be necessary to comply with the above requirements (but shall not be obligated to procure same), and Tenant shall repay to Landlord as Additional Rent the cost of such insurance plus an insurance failure fee of twenty-five percent (25%) of any such cost.

The Tenant shall provide the Landlord and said Landlord's designees with a new Certificate of Insurance, showing the Landlord as additional insured, 30 days prior to the expiration of the then current insurance policy or policies in force.

ARTICLE VIII – FIRE AND CASUALTY

In case during the term hereof the Demised Premises or any facility thereon shall be partially or substantially damaged by fire or other casualty, neither Tenant nor Landlord shall have the obligation to restore the damaged facilities. If, however, Tenant elects not to restore, it shall so notify Landlord in writing within one hundred eighty days (180) of the damage, and raze the damaged improvements and remove all debris at its expense within ninety (90) days of giving notice not to restore.

ARTICLE IX – TERMINATION AND DEFAULT

Section 9.1 Events of Default.

Each of the following events shall be deemed an “Event of Default” hereunder:

- a) If Tenant shall fail to (i) pay, as and when due, any payment of rent or other sums payable under this Lease, (ii) comply with the provisions of the Special Provisions hereof with respect to Permitted Uses of the Demised Agricultural Premises, (iii) maintain any insurance required to be maintained by Tenant and any such failure shall continue for a period of fifteen (15) days after notice from Landlord to Tenant, or (iv) provide a Farmer/Caretaker acceptable to Landlord to manage and provide security of the Demised Agricultural Premises.
- b) If Tenant shall fail to perform or comply with any other of the agreements, terms, covenants or conditions in this Lease, for a period of thirty (30) days after notice from Landlord to Tenant specifying the items in default, or in the case of a default or contingency which cannot with due diligence be cured within such thirty (30) day period, within such additional time reasonably necessary provided Tenant commences to cure the same within such 90-day period and thereafter prosecutes the curing of such default with diligence;
- c) If Tenant shall initiate the appointment of a receiver to take possession of all or any portion of the Demised Agricultural Premises or Tenant’s leasehold estate for whatever reason, or Tenant shall make an assignment for the benefit of creditors, or Tenant shall initiate voluntary proceedings under any bankruptcy or insolvency law or law for the relief of debtors; or if there shall be initiated against Tenant any such proceedings which are not dismissed or stayed on appeal or otherwise within sixty (60) days, or if, within

- (60) days after the expiration of any such stay, such appointment shall not be vacated or stayed on appeal;
- d) If Tenant vacates or abandons the Demised Agricultural Premises for a period of more than forty-five (45) consecutive days, not including seasonal closures and other temporary cessations of active use in the ordinary course of farm operation;
 - e) If this Lease or the Demised Agricultural Premises or any part of the Demised Agricultural Premises are taken upon execution or by other process of law directed against Tenant, or are taken upon or subjected to any attachment by any creditor of tenant or claimant against Tenant, and such attachment is not discharged within ninety (90) days after its levy, or such further time as Landlord may in its discretion allow in the event the Tenant is vigorously and in good faith contesting the attachment; and
 - f) Tenant makes any assignment or sublease without prior written consent of the Landlord in violation of this Lease.

Section 9.2 Remedies.

Upon an Event of Default, Landlord at any time thereafter may give written notice to Tenant specifying such Event or Events of Default and stating that this Lease and the Term hereby demised shall expire and terminate on the date specified in such notice if the Event of Default has not been cured by Tenant before that date. Upon the date specified in such notice, this Lease and the Term hereby demised and all rights of Tenant under this Lease shall expire and terminate (unless prior to the date specified for termination the Event or Events of Default shall have been cured, in which case this Lease shall remain in full force and effect), Tenant shall remain liable as hereinafter provided, and, at the Landlord's option, all Improvements shall become the Demised Premises of Landlord without the necessity of any deed or conveyance from Tenant to Landlord. If Landlord exercises said option, Tenant agrees upon request of Landlord to immediately execute and deliver to Landlord any deeds, releases or other documents deemed necessary by Landlord to evidence the vesting in Landlord of the ownership of all improvements. Upon such termination, Landlord may re-enter the Demised Premises and dispossess Tenant and anyone claiming by, through or under Tenant by summary proceedings or other lawful process.

Section 9.3 Landlord's Right To Perform Tenant's Covenants.

- a) Upon an Event of Default, Landlord may, but shall be under no obligation to, cure such default. Landlord may enter upon the Demised Agricultural Premises for any such purpose and take all such action thereon as may be necessary.
- b) Landlord shall not be liable for inconvenience, annoyance, disturbance or other damage to Tenant or any operator or occupant of the Demised Agricultural Premises by reason of making such repairs or the performance of any such work, or on account of bringing materials, tools, supplies and equipment onto the Demised Agricultural Premises during the course thereof, and the obligations of Tenant under this Lease shall not be affected thereby.
- c) All reasonable sums so paid by Landlord and all reasonable costs and expenses incurred by Landlord, including reasonable attorneys' fees and expenses, in connection with the performance of any such act shall be paid by Tenant to Landlord, as Additional Rent, on demand. If Landlord shall exercise its rights under this Section 9.3 to cure a default of Tenant, Tenant shall not be relieved from the obligation to make such payment or perform such act in the future, and Landlord shall be entitled to exercise any remedy contained in this Lease if Tenant shall fail to pay such obligation to Landlord upon demand. All costs incurred by Landlord hereunder shall be presumed to be reasonable in the absence of showing of bad faith, clear error, or fraud.

Section 9.4 Injunctive Relief.

In the event of any breach or threatened breach by Tenant or Landlord of any of the agreements, terms, covenants or conditions contained in this Lease, the Tenant or Landlord shall be entitled to enjoin such breach or threatened breach and shall have the right to invoke any right and remedy allowed at law or in equity or by statute or otherwise as though re-entry, summary proceedings, and other remedies were not provided for in this Lease.

Section 9.5 Remedies Cumulative.

Each right and remedy provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise of beginning of the exercise by Landlord or Tenant of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later

exercise by the party in question of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

ARTICLE X – TAKING

Section 10.1 Award.

In the event that the Demised Agricultural Premises, or any part thereof, shall be taken (a) by exercise of any rights of eminent domain by an authorized governmental entity other than the Landlord or (b) agreement between Landlord and Tenant and those authorized to exercise such right (any such matters being herein referred as a “Taking”), Landlord and Tenant shall have the right to participate in any Taking proceedings or agreement for the purpose of protecting their interests hereunder. Each party participating shall pay its own expenses therefor.

Section 10.2 Termination.

If at any time during the Term of this Lease there shall be a Taking [P12] of the whole or substantially all of the Demised Agricultural Premises, this Lease shall terminate and expire on the earlier of (i) the date upon which the condemning authority takes possession of the real estate subject to the Taking; or (ii) the date title to the real estate is vested in the condemning authority. Rent hereunder shall be paid to the date of such Taking. For the purpose of this article “substantially all of the Demised Agricultural Premises” shall be deemed to have been taken if the untaken part of the Demised Agricultural Premises shall be insufficient to allow the economic and feasible operation of the Demised Agricultural Premises by Tenant. Tenant’s interest in any Taking award will equal the value to Tenant of the remaining Term of this Lease (the “Tenant’s Share”). Landlord’s interest in any taking by condemnation will equal the value of its fee interest plus the remaining interest in the structures and improvements to remain on the Demised Agricultural Premises after the termination hereof (the “Landlord’s Share”). All awards from the Taking will be divided between Tenant and Landlord in the proportion that Tenant’s Share bears to Landlord’s Share.

No such termination of this Lease under this Article X shall release Tenant from any obligation hereunder for rent accrued or payable for or during any period prior to the effective date of such termination, and any prepaid rent and insurance premiums beyond the effective date of such termination shall be adjusted.

Section 10.3 Insubstantial Taking.

If a portion of the Demised Agricultural Premises is taken and Section 10.2 does not apply, then this Lease will automatically terminate on the date of the Taking only as to the portion of the Demised Agricultural Premises taken and this Lease will continue in full force and effect with respect to the remaining portion of the Demised Agricultural Premises with Base Rent proportionately reduced. In such event, any partial Taking award shall be paid to Falmouth.

Section 10.4 Temporary Taking.

Notwithstanding anything set forth herein to the contrary, if the whole or any part of the Demised Agricultural Premises shall be the subject of a temporary Taking of ninety (90) days or less, this Lease shall remain in full force, including, without limitation, the Term hereof and Tenant's obligation to pay rent hereunder, and Tenant shall be entitled to receive the entirety of any award so made for the period of the temporary Taking which is within the Term.

ARTICLE XI – HOLDOVER

If Tenant or any party claiming by, through or under Tenant retains possession of the Demised Agricultural Premises or any part thereof after the expiration or earlier termination of this Lease, then Landlord may, at its option, serve written notice upon Tenant that such holding over constitutes (i) an Event of Default under the Lease, or (ii) a month-to-month tenancy, upon the terms and conditions set forth in this Lease, or (iii) the creation of a tenancy-at-sufferance, in any case upon the terms and conditions set forth in this Lease. Tenant shall also pay to Landlord all damages sustained by Landlord resulting from retention of possession. The provisions of this Article XI shall not constitute a waiver by Landlord of any right of re-entry as set forth in this Lease; nor shall receipt of any rent or any other act in apparent affirmation of the tenancy operate as a waiver of Landlord's right to terminate this Lease for breach of any of the terms, covenants, or obligations herein on Tenant's part to be performed.

ARTICLE XII – MISCELLANEOUS PROVISIONS

Section 12.1 Covenant of Quiet Enjoyment.

Upon payment of the Base Rent and Additional Rent, if applicable, and performance of the covenants upon Tenant's part to be performed hereunder and subject to the terms hereof, Tenant shall lawfully, peaceably and quietly have, hold, occupy and enjoy the Demised Agricultural Premises during the term hereof without hindrance or molestation by Landlord. Tenant shall not commit, nor suffer to be committed, any nuisance or other act or thing against public policy, which may disturb the quiet enjoyment of any property owners adjacent to the Demised Agricultural Premises.

Section 12.2 Status Report.

Recognizing that both parties may find it necessary to establish to third parties, such as accountants, banks, mortgages, or the like, the then current status of performance hereunder, either party, on the written request of the other made from time to time, will promptly furnish a written statement of the status of any matter pertaining to this party or parties signing the statement.

Section 12.3 Mechanic's Lien.

Tenant agrees to pay promptly for any work done (or material or service furnished) by or on behalf of Tenant in or about the Demised Agricultural Premises, and Tenant shall not permit or suffer any lien to attach to the Demised Agricultural Premises or any other premises owned by the Landlord. Tenant agrees, within thirty (30) days after Tenant received written notice of the filing of any action based upon any Notice of Contract and Statement of Account (either by payment or by filing of the necessary bond, or otherwise) for the purpose of asserting any mechanic's, materialmen's, or other lien against the Demised Agricultural Premises, to act to prevent such lien from attaching to the Landlord and/or Landlord's interest therein, if such liens may arise out of any payment due for, or purported to be due for, any labor, services, materials, supplies, or equipment alleged to have been furnished to or for the Tenant in, upon or about the Demised Premises.

Section 12.4 Invalidity of Particular Provisions.

If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 12.5 Provisions Binding, and Other Miscellaneous Matters.

Except as herein otherwise expressly provided, the terms hereof shall be binding upon and shall insure to the benefit of the heirs, executors, administrators, successors and assigns, respectively, of Landlord and Tenant. Each and every reference to the "Tenant" hereunder shall mean the Tenant named herein and its or their respective heirs, administrators, successors and assigns, unless otherwise expressly stated to the contrary.

Section 12.6 Tenant's Obligations with Respect to Environmental Matters.

(a) Tenant shall, at all times, comply with all applicable federal, state, and local environmental and other laws, ordinances, orders or regulations now or hereafter affecting or applicable to the Demised Agricultural Premises, or the operation of Tenant's business at the Demised Agricultural Premises (the foregoing laws, ordinances, orders, and regulations are hereinafter collectively referred to as "Environmental Laws").

(b) Tenant does hereby agree to indemnify, defend, and save and hold harmless Landlord from all claims, damages, losses, penalties actions, liens, demands, costs, liabilities, expenses, fines and judgements (including without limitation reasonable legal fees) attributable to any claims related to, resulting from or arising by reason of the following: (i) generation, treatment, storage, discharge or disposal of Hazardous Substances (as defined below) on the Demised Agricultural Premises; (ii) the violation of any Environmental Laws on the Demised Agricultural Premises; and (iii) the violation of any of the provisions of this Section 12.6, including, without implied limitation, reasonable engineering, attorney's and other professional fees and expenses for evaluating, and/or curing the same and for consulting, engineering, attorney's and other professional fees and expenses for evaluating, and/or curing the same and for consulting, engineering, defending again any such claims or removing such Hazardous Substances, and for enforcing this indemnification.

For purposes of this Lease, "Hazardous Substances" shall mean, but shall not be limited to, any oil, petroleum product and any hazardous or toxic waste or substance, any substance which because of its quantitative concentration, chemical, radioactive, flammable, explosive, infection or other characteristics, constitutes or may reasonably be expected to constitute or contribute to a danger or hazard to public health, safety or welfare or to the environment, including without limitation any asbestos (whether or not friable) and any asbestos-containing materials, lead paint, waste oils, solvents and chlorinated oils, polychlorinated biphenyls (PCBs), toxic metals, explosives, reactive metals and compounds, radon gas,

urea formaldehyde foam insulation and chemical, biological and radioactive wastes, or any other similar materials which are included under or regulated by any Environmental Laws.

Section 12.7 Security Deposit.

Tenant shall deposit a security deposit in the amount of the Security Deposit specified in the Special Provisions in the form of cash or a letter of credit with Landlord on or before the Term Commencement Date. Said sum shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants and conditions of this lease to be kept and performed by Tenant and not as an advance rental deposit or as a measure of Landlord's damage in case of Tenant's default. The Security Deposit shall not be mortgaged, assigned, transferred or encumbered by Tenant, and any such act on the part of Tenant shall be without force and effect and shall not be binding on Landlord. If Tenant defaults with respect to any provision of this Lease, Landlord may use any part of the Security Deposit for the payment of any rent or any other sum in default or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion is so used, Tenant shall within five (5) days after written demand therefor deposit with Landlord an amount of sufficient to restore the Security Deposit to its original amount, and Tenant's failure to do so shall be a material breach of this Lease. Except to such extent, if any, as shall be required by law, Landlord shall not be required to keep the Security Deposit separate from its general funds, and Tenant shall not be entitled to interest on the Security Deposit. If Landlord conveys Landlord's interest under this Lease, the Security Deposit, or any part not previously applied, may be turned over by Landlord to Landlord's grantee, and, if so turned over, Tenant agrees to look solely to such grantee for property application of the Security Deposit in accordance with the terms of this section and the return thereof in accordance herewith. If Tenant shall have fully and faithfully performed every provision of this Lease to be performed by it, the Security Deposit or any balance thereof shall be returned to Tenant at such time after termination of this Lease when Landlord shall have reasonably determined that all of Tenant's obligations under this Lease have been fulfilled.

Section 12.8 Covenants Running with the Land.

Tenant intends, declares, and covenants, on behalf of itself and all future holders of Tenant's interest hereunder, that this Lease and the covenants and restrictions set forth in this Lease regulating and restricting the use, occupancy, and transfer of the Demised Agricultural Premises (a) shall be and are

covenants running with the Demised Agricultural Premises, encumbering the Demised Agricultural Premises for the Lease Term, binding upon Tenant and Tenant's successors-in-interest; (b) are not merely personal covenants of Tenant; and (c) the benefits shall inure to Landlord.

Section 12.9 No Waiver

No waiver of any condition or agreement in this Lease by either Landlord or Tenant will imply or constitute a further waiver by such party of the same or any other condition or agreement. No act or thing done by Landlord or Landlord's agents during the Term will be deemed an acceptance of a surrender of the Demised Agricultural Premises, and no agreement to accept such surrender will be valid unless in writing signed by Landlord. No payment by Tenant, nor receipt from Landlord, or a lesser amount than the Base Rent, Additional Rent, or other charges or fees due as stipulated in this Lease will be deemed to be anything other than a payment on account of the same, and to the earliest due of the same. No endorsement or statement on any check, or any letter accompanying any check or payment as rent, will be deemed an accord and satisfaction. Landlord will accept such check for payment without prejudice to Landlord's right to recover the balance of such rent or to pursue any other remedy available to Landlord. If this Lease is assigned, or if the Demised Agricultural Premises or any part thereof is sublet or occupied by anyone other than Tenant or permitted subleases (if any), Landlord may collect rent from the assignee, subtenant, or occupant and apply the net amount collected to the rent reserved in this Lease. No such collection will be deemed a waiver of the covenant in this Lease against assignment and subletting, or the acceptance of the assignee, subtenant, or occupant as Tenant, or a release of Tenant from the complete performance by Tenant of its covenants in this Lease.

B. THE RESIDENTIAL LEASE

PART I: SPECIAL PROVISIONS

1. Date of Lease:
2. Landlord: Town of Falmouth, Massachusetts
3. Landlord's Address: 59 Town Hall Square, Falmouth, MA 02540
4. Tenant:
5. Tenant's Address:
6. Farmer/Caretaker:
7. Demised Residential Premises: The Demised Residential Premises known as 394 Old Meeting House Road, Falmouth, MA, being the same premises conveyed to the Landlord by deed dated February 9, 2018 and filed with the Barnstable County Registry of Deeds in Book 31095, Page 227. The Demised Residential Premises are more particularly described as Lot A2 on a Plan of Land entitled "Plan of Land for the Town of Falmouth 394 and 398 Old Meeting House Road and 0 Berry Patch Lane, East Falmouth, MA" dated September 15, 2017 (as revised) and recorded with said Registry in Plan Book 674, Page 26 (the "Plan"). A copy of the Plan is attached as **Exhibit A**. The Demised Residential Premises includes the residential structure located thereon.
8. Lease Term: The period commencing as of the Term Commencement Date and ending as of _____.
9. Term Commencement Date: The date of Lease.
10. Rent Commencement Date: The Term Commencement Date.
11. Termination Date: _____, unless extended pursuant to this Lease.
12. Base Rent: \$ _____ annually. Base Rent from the Term Commencement Date to _____ shall be pro-rated and paid on the Term Commencement Date. Subsequently, Base Rent for each calendar year shall be paid on the first day of each calendar year, and Base Rent for any other partial calendar year shall be equitably pro-rated.
13. Additional Rent: All utilities, insurance, other charges and monetary obligations of Tenant if invoiced directly to Landlord (other than Base Rent) under this Lease. Additional rent, if any, shall be paid promptly when invoiced by Landlord.
14. Permitted Use: The Demised Residential Premises may be used solely for residential purposes. The Demised Residential Premises are solely for use and occupancy of the Farmer/Caretaker and his or her family, if applicable.
15. Broker(s): None.

16. Security Deposit: None[PJ3].

PART II

ARTICLE I – PREMISES

Section 1.1 Demised Residential Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, upon and subject to the terms and provisions of this Lease, the Demised Residential Premises identified in the Special Provisions. Wherever in this Residential Lease the term “Demised Residential Premises” is used, said term encompasses the parcel identified in the Special Provisions, including any and all existing and future structures and parking facilities, as the same may from time to time be altered.

The Demised Residential Premises are subject to and with the benefit of all present and future covenants, restrictions, easements, encumbrances, rights, and agreements of record to the extent in force and applicable, and subject to zoning, environmental and building laws, ordinances and regulations and such other laws, ordinances and regulations as may from time to time be applicable to the Demised Residential Premises and facilities constructed thereon.

Upon reasonable notice to the Farmer/Caretaker, described below, Landlord shall have the right to access and enter upon the Demised Residential Premise for the purposes of inspection and exercising any right reserved to Landlord by this Lease. In the event of any such entry, and except as otherwise provided herein, Landlord shall use reasonable efforts to minimize interference with or disruption of Tenant and Farmer/Caretaker’s residential use.

ARTICLE II – TERM OF LEASE

Section 2.1 Lease Term. Subject to the terms hereof, Tenant shall have the right to use the Demised Residential Premises during the period of the Lease Term, commencing on the Term Commencement Date and ending on the Termination Date, unless sooner terminated as hereinafter set forth.

Section 2.2 Extension of Term. Tenant, subject to the consent of Landlord (which consent may be granted or withheld in Landlord’s sole discretion), shall have the option to extend the Lease Term for additional calendar years upon the same terms and conditions as are provided in this Lease.

ARTICLE III – RENT

Tenant covenants and agrees to pay Base Rent and Additional Rent, as applicable, to Landlord as provided in the Special Provisions at Landlord's Address, or at such other address as Landlord shall from time to time designate in writing. Base Rent for any portion of a year shall be pro-rated accordingly.

Landlord has agreed to waive/provide a discount of the Base Rent for the Demised Residential Premises in exchange for Tenant's agreement to provide a Farmer/Caretaker acceptable to Landlord who shall reside at the Demised Residential Premises and provide management and security for the Demised Agricultural Premises described in the Agricultural Lease, Section A, above. Failure by Tenant to provide and maintain a Farmer/Caretaker in residence shall be a default of the provisions of both the Agricultural Lease and the Residential Lease, which default shall be grounds for the Landlord to terminate both leases.

ARTICLE IV – UTILITIES

Throughout the term of the Lease, Tenant shall pay, either directly or as Additional Rent, the cost of all utilities furnished to the Demised Residential Premises, including, but no limited to, gas, electricity, public water and sewer, telephone and the like.

Tenant shall pay or cause to be paid as Additional Rent, before any fine, penalty, interest or cost may be added thereof for the non-payment thereof, all taxes, assessments, special use or assessment district taxes, excises, levies, license and permit fees and all other governmental charges of any kind and nature which during the Term may be assessed, levied, imposed upon or become due with respect to, or become a lien on, the Demised Residential Premises or the leasehold or any part thereof or any appurtenance thereto. All such charges shall be referred to herein as "Impositions." Tenant shall have the right to contest or object to the amount or validity of any Imposition but shall not withhold payment of any Imposition while any such contest or objection is pending. Tenant, upon request of Landlord, shall furnish to Landlord within thirty (30) days of the date which any Imposition would become delinquent official receipts of the appropriate authority or other evidence reasonably satisfactory to Landlord evidencing payment thereof.

ARTICLE V – USE OR PREMISES: ASSIGNMENT AND SUBLEASE

Section 5.1 Use of Demised Premises. Tenant agrees that the Demised Residential Premises during the term of this Lease shall be used by the Tenant and/or Farmer/Caretaker only for the Permitted Use.

Section 5.2 Additional Tenant Covenants. It being the intention of the parties to this Lease that it be a fully and completely “net” lease, Tenant further agrees to conform to the following provisions during the entire term of this Lease:

- a) Tenant shall be solely responsible for and shall not allow any trash or rubbish to accumulate on the Demised Residential Premises during the Lease Term.
- b) Tenant shall indemnify and hold harmless Landlord and each of its officers, board members, employees and representatives against all claims, damages, losses, penalties, actions, liens, demands, costs, liabilities, expenses, fines and judgments (including without limitation reasonable legal fees) related to Tenant’s use of the Demised Residential Premises during the Term, including but not limited to use of the Demised Residential Premises by the Caretaker, Tenant’s employees, agents, contracts, invitees and customers; provided, however, that this indemnification shall not apply to any claims, damages, losses, penalties, actions, liens, demands, costs, liabilities, expenses, fines and judgments arising directly and primarily from any act of gross negligence or willful misconduct of Landlord.
- c) Tenant shall not be entitled to substitute the Farmer/Caretaker provided without the written consent of Landlord, which consent may be granted or withheld in Landlord’s sole discretion.
- d) Tenant shall not be entitled to assign this Lease or sublease the Demised Residential Premises without the written consent of Landlord, which consent may be granted or withheld in Landlord’s sole discretion.
- e) No trucks shall be permitted on the Demised Residential Premises. Overnight parking of any vehicles, other than those owned by the Farmer/Caretaker and other than up to two cars owned by the Farmer/Caretaker’s guests or invitees, is prohibited.
- f) Tenant shall not be entitled to construct improvements or make alterations to the Demised Residential Premises without the written consent of Landlord, which consent may be granted or withheld in Landlord’s reasonable discretion.

- g) Tenant shall maintain the perimeter of the Demised Residential Premises that abuts the adjacent properties in neat and orderly condition, including controlling weed growth by cultivation, mowing and/or tilling within ten (10) feet of the adjacent properties.

ARTICLE VI – SURRENDER

Upon the expiration or sooner termination of this Lease, Tenant shall surrender to Landlord the Demised Residential Premises in neat condition and, except as specifically provided otherwise in writing by Landlord, shall remove all contents and leave the Demised Residential Premises in “broom swept clean” condition.

ARTICLE VII – TENANT’S INSURANCE

Tenant agrees to maintain during the term hereof and until all of Tenant’s responsibilities have been satisfied hereunder a policy of general liability insurance on an occurrence basis under which the Landlord is named as an additional insured. Such policy shall not be cancelled, non-renewed or modified without at least thirty (30) days prior written notice to Landlord. The minimum limits of liability of such insurance shall be not less than One Million Dollars (\$1,000,000.00), combined single limit, for personal injury and death, and for property damage arising out of any one incident or disaster. The Tenant shall provide the Landlord and said Landlord’s designees with a new Certificate of Insurance, showing the Landlord as additional insured, 30 days prior to the expiration of the then current insurance policy or policies in force.

Upon the execution of this Lease, a binder of such insurance or, upon written request of Landlord, a duplicate original of the policy, shall be delivered by Tenant to Landlord. In addition, evidence of the payment of all premiums of such policies will be delivered to Landlord. All commercial general liability, property damage liability, and casualty policies maintained by Tenant will be written as primary policies, not contributing with and not in excess of coverage that Landlord may carry. If Tenant fails to maintain such insurance, which failure continues for ten (10) days after Landlord gives notice to Tenant of such failure, then Landlord, at its election, may procure such insurance as may be necessary to comply with the above requirements (but shall not be obligated to procure same), and Tenant shall repay to Landlord as Additional Rent the cost of such insurance plus an insurance failure fee of twenty-five percent (25%) of any such cost.

ARTICLE VIII – FIRE AND CASUALTY

In case during the term hereof the Demised Residential Premises or any facility thereon shall be partially or substantially damaged by fire or other casualty, neither Tenant nor Landlord shall have the obligation to restore the damaged facilities. If, however, Tenant elects not to restore, it shall so notify Landlord in writing within one hundred eighty days (180) of the damage, and raze the damaged improvements and remove all debris at its expense within ninety (90) days of giving notice not to restore.

ARTICLE IX – TERMINATION AND DEFAULT

Section 9.1 Events of Default.

Each of the following events shall be deemed an “Event of Default” hereunder:

- a) If Tenant shall fail to (i) pay, as and when due, any payment of rent or other sums payable under this Lease, (ii) comply with the provisions of the Special Provisions hereof with respect to Permitted Uses of the Demised Premises, (iii) maintain any insurance required to be maintained by Tenant and any such failure shall continue for a period of fifteen (15) days after notice from Landlord to Tenant, or (iv) comply with the Farmer/Caretaker provisions of hereof.
- b) If Tenant shall fail to perform or comply with any other of the agreements, terms, covenants or conditions in this Lease, for a period of thirty (30) days after notice from Landlord to Tenant specifying the items in default, or in the case of a default or contingency which cannot with due diligence be cured within such thirty (30) day period, within such additional time reasonably necessary provided Tenant commences to cure the same within such 90-day period and thereafter prosecutes the curing of such default with diligence;
- c) If Tenant shall initiate the appointment of a receiver to take possession of all or any portion of the Demised Residential Premises or Tenant’s leasehold estate for whatever reason, or Tenant shall make an assignment for the benefit of creditors, or Tenant shall initiate voluntary proceedings under any bankruptcy or insolvency law or law for the

relief of debtors; or if there shall be initiated against Tenant any such proceedings which are not dismissed or stayed on appeal or otherwise within sixty (60) days, or if, within (60) days after the expiration of any such stay, such appointment shall not be vacated or stayed on appeal;

- d) If this Lease or the Demised Residential Premises or any part of the Demised Residential Premises are taken upon execution or by other process of law directed against Tenant, or are taken upon or subjected to any attachment by any creditor of tenant or claimant against Tenant, and such attachment is not discharged within ninety (90) days after its levy, or such further time as Landlord may in its discretion allow in the event the Tenant is vigorously and in good faith contesting the attachment; and
- e) Tenant makes any assignment or sublease in violation of this Lease.

Section 9.2 Remedies.

Upon an Event of Default, Landlord at any time thereafter may give written notice to Tenant specifying such Event or Events of Default and stating that this Lease and the Term hereby demised shall expire and terminate on the date specified in such notice if the Event of Default has not been cured by Tenant before that date. Upon the date specified in such notice, this Lease and the Term hereby demised and all rights of Tenant under this Lease shall expire and terminate (unless prior to the date specified for termination the Event or Events of Default shall have been cured, in which case this Lease shall remain in full force and effect), Tenant shall remain liable as hereinafter provided, and, at the Landlord's option, all Improvements shall become the Demised Residential Premises of Landlord without the necessity of any deed or conveyance from Tenant to Landlord. If Landlord exercises said option, Tenant agrees upon request of Landlord to immediately execute and deliver to Landlord any deeds, releases or other documents deemed necessary by Landlord to evidence the vesting in Landlord of the ownership of all improvements. Upon such termination, Landlord may re-enter the Demised Residential Premises and dispossess Tenant and anyone claiming by, through or under Tenant by summary proceedings or other lawful process.

Section 9.3 Landlord's Right To Perform Tenant's Covenants.

- a) Upon an Event of Default, Landlord may, but shall be under no obligation to, cure such default. Landlord may enter upon the Demised Residential Premises for any such purpose

and take all such action thereon as may be necessary, including without limit providing a substitute caretaker to reside at the Demised Residential Premises.

- b) Landlord shall not be liable for inconvenience, annoyance, disturbance or other damage to Tenant or any operator or occupant of the Demised Residential Premises by reason of making such repairs or the performance of any such work, or on account of bringing materials, tools, supplies and equipment onto the Demised Residential Premises during the course thereof, and the obligations of Tenant under this Lease shall not be affected thereby.
- c) All reasonable sums so paid by Landlord and all reasonable costs and expenses incurred by Landlord, including reasonable attorneys' fees and expenses, in connection with the performance of any such act shall be paid by Tenant to Landlord, as Additional Rent, on demand. If Landlord shall exercise its rights under this Section 9.3 to cure a default of Tenant, Tenant shall not be relieved from the obligation to make such payment or perform such act in the future, and Landlord shall be entitled to exercise any remedy contained in this Lease if Tenant shall fail to pay such obligation to Landlord upon demand. All costs incurred by Landlord hereunder shall be presumed to be reasonable in the absence of showing of bad faith, clear error, or fraud.

Section 9.4 Injunctive Relief.

In the event of any breach or threatened breach by Tenant or Landlord of any of the agreements, terms, covenants or conditions contained in this Lease, the Tenant or Landlord shall be entitled to enjoin such breach or threatened breach and shall have the right to invoke any right and remedy allowed at law or in equity or by statute or otherwise as though re-entry, summary proceedings, and other remedies were not provided for in this Lease.

Section 9.5 Remedies Cumulative.

Each right and remedy provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise of beginning of the exercise by Landlord or Tenant of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the party in question of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

ARTICLE X – TAKING

Section 10.1 Award.

In the event that the Demised Residential Premises, or any part thereof, shall be taken (a) by exercise of any rights of eminent domain by an authorized governmental entity other than the Landlord or (b) agreement between Landlord and Tenant and those authorized to exercise such right (any such matters being herein referred as a “Taking”), Landlord and Tenant shall have the right to participate in any Taking proceedings or agreement for the purpose of protecting their interests hereunder. Each party participating shall pay its own expenses therefor.

Section 10.2 Termination.

If at any time during the Term of this Lease there shall be a Taking of the whole or substantially all of the Demised Residential Premises, this Lease shall terminate and expire on the earlier of (i) the date upon which the condemning authority takes possession of the real estate subject to the Taking; or (ii) the date title to the real estate is vested in the condemning authority. Rent hereunder shall be paid to the date of such Taking. For the purpose of this article “substantially all of the Demised Residential Premises” shall be deemed to have been taken if the untaken part of the Demised Residential Premises shall be insufficient to allow the economic and feasible operation of the Demised Residential Premises by Tenant. Tenant’s interest in any Taking award will equal the value to Tenant of the remaining Term of this Lease (the “Tenant’s Share”). Landlord’s interest in any taking by condemnation will equal the value of its fee interest plus the remaining interest in the structures and improvements to remain on the Demised Residential Premises after the termination hereof (the “Landlord’s Share”). All awards from the Taking will be divided between Tenant and Landlord in the proportion that Tenant’s Share bears to Landlord’s Share.

No such termination of this Lease under this Article X shall release Tenant from any obligation hereunder for rent accrued or payable for or during any period prior to the effective date of such termination, and any prepaid rent and insurance premiums beyond the effective date of such termination shall be adjusted.

Section 10.3 Insubstantial Taking.

If a portion of the Demised Premises is taken and Section 10.2 does not apply, then this Lease will automatically terminate on the date of the Taking only as to the portion of the Demised Residential Premises taken and this Lease will continue in full force and effect with respect to the remaining portion of the Demised Residential Premises with Base Rent proportionately reduced. In such event, any partial Taking award shall be paid to Falmouth.

Section 10.4 Temporary Taking.

Notwithstanding anything set forth herein to the contrary, if the whole or any part of the Demised Residential Premises shall be the subject of a temporary Taking of ninety (90) days or less, this Lease shall remain in full force, including, without limitation, the Term hereof and Tenant's obligation to pay rent hereunder, and Tenant shall be entitled to receive the entirety of any award so made for the period of the temporary Taking which is within the Term.

ARTICLE XI – HOLDOVER

If Tenant or any party claiming by, through or under Tenant retains possession of the Demised Residential Premises or any part thereof after the expiration or earlier termination of this Lease, then Landlord may, at its option, serve written notice upon Tenant that such holding over constitutes (i) and Event of Default under the Lease, or (ii) a month-to-month tenancy, upon the terms and conditions set forth in this Lease, or (iii) the creation of a tenancy-at-sufferance, in any case upon the terms and conditions set forth in this Lease. Tenant shall also pay to Landlord all damages sustained by Landlord resulting from retention of possession. The provisions of this Article XI shall not constitute a waiver by Landlord of any right of re-entry as set forth in this Lease; nor shall receipt of any rent or any other act in apparent affirmation of the tenancy operate as a waiver of Landlord's right to terminate this Lease for breach of any of the terms, covenants, or obligations herein on Tenant's part to be performed.

ARTICLE XII – MISCELLANEOUS PROVISIONS

Section 12.1 Covenant of Quiet Enjoyment.

Upon payment of the Base Rent and performance of the covenants upon Tenant's part to be performed hereunder and subject to the terms hereof, Tenant shall lawfully, peaceable and quietly have, hold, occupy and enjoy the Demised Residential Premises during the term hereof without hindrance or molestation by Landlord. Tenant shall not commit, nor suffer to be committed, any nuisance or other act or thing against public policy, which may disturb the quiet enjoyment of any property owners adjacent to the Demised Residential Premises.

Section 12.2 Status Report.

Recognizing that both parties may find it necessary to establish to third parties, such as accountants, banks, mortgages, or the like, the then current status of performance hereunder, either party, on the written request of the other made from time to time, will promptly furnish a written statement of the status of any matter pertaining to this party or parties signing the statement.

Section 12.3 Mechanic's Lien.

Tenant agrees to pay promptly for any work done (or material or service furnished) by or on behalf of Tenant in or about the Demised Residential Premises, and Tenant shall not permit or suffer any lien to attach to the Demised Residential Premises or any other premises owned by the Landlord. Tenant agrees, within thirty (30) days after Tenant received written notice of the filing of any action based upon any Notice of Contract and Statement of Account (either by payment or by filing of the necessary bond, or otherwise) for the purpose of asserting any mechanic's, materialmen's, or other lien against the Demised Residential Premises, to act to prevent such lien from attaching to the Landlord and/or Landlord's interest therein, if such liens may arise out of any payment due for, or purported to be due for, any labor, services, materials, supplies, or equipment alleged to have been furnished to or for the Tenant in, upon or about the Demised Residential Premises.

Section 12.4 Invalidity of Particular Provisions.

If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or

unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 12.5 Provisions Binding, and Other Miscellaneous Matters.

Except as herein otherwise expressly provided, the terms hereof shall be binding upon and shall insure to the benefit of the heirs, executors, administrators, successors and assigns, respectively, of Landlord and Tenant. Each and every reference to the "Tenant" hereunder shall mean the Tenant named herein and its or their respective heirs, administrators, successors and assigns, unless otherwise expressly stated to the contrary.

Section 12.6 Tenant's Obligations with Respect to Environmental Matters.

(a) Tenant shall, at all times, comply with all applicable federal, state, and local environmental and other laws, ordinances, orders or regulations now or hereafter affecting or applicable to the Demised Residential Premises (the foregoing laws, ordinances, orders, and regulations are hereinafter collectively referred to as "Environmental Laws").

(b) Tenant does hereby agree to indemnify, defend, and save and hold harmless Landlord from all claims, damages, losses, penalties actions, liens, demands, costs, liabilities, expenses, fines and judgements (including without limitation reasonable legal fees) attributable to any claims related to, resulting from or arising by reason of the following: (i) generation, treatment, storage, discharge or disposal of Hazardous Substances (as defined below) on the Demised Residential Premises; (ii) the violation of any Environmental Laws on the Demised Residential Premises; and (iii) the violation of any of the provisions of this Section 12.8, including, without implied limitation, reasonable engineering, attorney's and other professional fees and expenses for evaluating, and/or curing the same and for consulting, engineering, attorney's and other professional fees and expenses for evaluating, and/or curing the same and for consulting, engineering, defending against any such claims or removing such Hazardous Substances, and for enforcing this indemnification.

For purposes of this Lease, "Hazardous Substances" shall mean, but shall not be limited to, any oil, petroleum product and any hazardous or toxic waste or substance, any substance which because of its quantitative concentration, chemical, radioactive, flammable, explosive, infection or other characteristics, constitutes or may reasonably be expected to constitute or contribute to a danger or hazard to public

health, safety or welfare or to the environment, including without limitation any asbestos (whether or not friable) and any asbestos-containing materials, lead paint, waste oils, solvents and chlorinated oils, polychlorinated biphenyls (PCBs), toxic metals, explosives, reactive metals and compounds, radon gas, urea formaldehyde foam insulation and chemical, biological and radioactive wastes, or any other similar materials which are included under or regulated by any Environmental Laws.

Section 12.7 Covenants Running with the Land.

Tenant intends, declares, and covenants, on behalf of itself and all future holders of Tenant's interest hereunder, that this Lease and the covenants and restrictions set forth in this Lease regulating and restricting the use, occupancy, and transfer of the Demised Residential Premises (a) shall be and are covenants running with the Demised Residential Premises, encumbering the Demised Residential Premises for the Lease Term, binding upon Tenant and Tenant's successors-in-interest; (b) are not merely personal covenants of Tenant; and (c) the benefits shall inure to Landlord.

Section 12.8 No Waiver

No waiver of any condition or agreement in this Lease by either Landlord or Tenant will imply or constitute a further waiver by such party of the same or any other condition or agreement. No act or thing done by Landlord or Landlord's agents during the Term will be deemed an acceptance of a surrender of the Demised Premises, and no agreement to accept such surrender will be valid unless in writing signed by Landlord. No payment by Tenant, nor receipt from Landlord, or a lesser amount than the Base Rent, Additional Rent, or other charges or fees due as stipulated in this Lease will be deemed to be anything other than a payment on account of the same, and to the earliest due of the same. No endorsement or statement on any check, or any letter accompanying any check or payment as rent, will be deemed an accord and satisfaction. Landlord will accept such check for payment without prejudice to Landlord's right to recover the balance of such rent or to pursue any other remedy available to Landlord. If this Lease is assigned, or if the Demised Residential Premises or any part thereof is sublet or occupied by anyone other than Tenant or permitted subleases (if any), Landlord may collect rent from the assignee, subtenant, or occupant and apply the net amount collected to the rent reserved in this Lease. No such collection will be deemed a waiver of the covenant in this Lease against assignment and subletting, or the acceptance of the assignee, subtenant, or occupant as Tenant, or a release of Tenant from the complete performance by Tenant of its covenants in this Lease.

**PROVISIONS APPLICABLE TO THE
AGRICULTURAL LEASE AND THE RESIDENTIAL LEASE**

**PART I
ARTICLE I**

Section 1.1 Governing Law.

This Agreement shall be governed exclusively by the provisions hereof and by the laws of the Commonwealth of Massachusetts.

Section 1.2 Amendments.

This Agreement may not be amended, modified, supplemented or extended except by a written instrument executed by Landlord and Tenant.

Section 1.3 Brokers.

Each of Landlord and Tenant each warrants and represents to the other that it has had no dealings or negotiations with any broker or agent in connection with this Agreement. Tenant agrees to pay, and shall hold Landlord harmless and indemnified from and against any and all costs, expenses (including without limitation counsel fees) or liability for any compensation, commissions and charges claimed by any broker or agent resulting from any such dealings by the indemnifying party with respect to this Lease or the negotiation thereof.

Section 1.4 Counterparts.

This Agreement may be executed in counterparts and all such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

Section 1.5 Notices.

Whenever by the terms of this Agreement notice, demand, or other communication shall or may be given either to Landlord or to Tenant, the same shall be in writing and shall be (i) by hand delivery with signed receipt, (ii) by registered or certified mail, return receipt requested, postage prepaid, or (iii) by a recognized overnight courier (such as Federal Express) furnishing a receipt upon delivery:

If intended for Landlord, addressed to the Town Manager at Landlord's address set forth in the Special Provisions, (or to such other address or addresses as may from time to time hereafter be designated by Landlord by like notice) with a copy to:

Town Counsel
Office of Falmouth Town Counsel
157 Locust Street
Falmouth, MA 02540
TEL: (508) 548-8800
FAX: (508) 540-0881

If intended for Tenant, addressed to it at Tenant's address as set forth in the Special Provisions (or to such other address or addresses as may from time to time hereafter be designated by Tenant by like notice) with a copy to :

The same shall be deemed to be delivered on the earlier of (a) the date received, or (b) the date of delivery, refusal, or non-delivery if and as indicated on the return receipt of the United States Postal Service or of such overnight courier.

Section 1.6 Integration.

All prior understandings and agreements between the parties with respect to the subject matter of this Agreement are merged within this Agreement, which alone fully and completely sets forth the understanding of the parties with regard to the Agricultural Lease and the Residential Lease.

Signatures on following page

WITNESS the execution hereof, under seal, in any number of counterpart copies, each of which counterpart copies shall be deemed to be an original for all purposes as of the day and year first above written.

TENANT:

By: _____

LANDLORD

Town of Falmouth

By: _____

Julian Suso, Town Manager

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the terms of the so-called LAND reimbursement grant, and said Land Management Plan envisions a series of Farm Plans from time to time that are not inconsistent with both the purposes and terms of the Conservation Restriction and framework of the Land Management Plan, said Land Management Plan and Farm Plans may be amended as needed with the mutual consent of the Grantor and Grantee, and said Land Management Plan provides that the Grantor, acting through its Board of Selectmen, may decide to temporarily or permanently not pursue agricultural uses at the Premises, but may instead use the Premises for conservation and passive recreation;

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, the Grantor and the Grantee voluntarily agree that the CONSERVATION RESTRICTION described herein is an appropriate means to achieve the community's open space goals and objectives and to protect and enhance natural, farming and scenic values of Cape Cod, while promoting passive recreation and enjoyment of the conservation and agricultural values of the Premises by the public.

I. PROHIBITED ACTS AND USES AND RESERVED RIGHTS

A. Prohibited Acts and Uses. Subject to the exceptions set forth herein, the Grantor will not perform or allow others to perform the following acts or uses, which are prohibited on, above or below the Premises:

1. Construction or placing of any temporary or permanent building, including but not limited to any dwelling unit or habitable living space, tennis court, landing strip or helipad, mobile home, boats, swimming pool, parking area, fence, shed or storage box, utilities, fuel storage tank, asphalt or concrete pavement, antenna, satellite receiving dish, tower, windmill, ground-mounted solar array, sewage or septic disposal system, or other temporary or permanent structure or facility, or improvements of any kind, on, under, or above the Premises;
2. Construction of any roads or driveways through or on the Premises, or the clearing of vegetation, or the addition, removal or movement of soil for such purpose;
3. Mining, excavating, or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise making topographical changes to the Premises;
4. Placing, filling, storing or dumping on the Premises of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, wood chips, tree and other vegetation cuttings, waste or other substance or material whatsoever; or the installation of underground storage tanks;
5. Any residential or industrial use or more than *de minimis* commercial recreation, and any municipal use other than conservation, agriculture and passive recreation;

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6. Cutting, removing or otherwise destroying trees, grasses or other vegetation; creation of a cultivated lawn or formal or cultivated gardens; application or use of fertilizers or pesticides unrelated to permitted agricultural use or management activities;
7. Activities detrimental to drainage, flood control, water or soil conservation, erosion control, or the quality of surface or ground water, or archaeological conservation;
8. The use, parking or storage of vehicles, including motorcycles, motorized trail bikes, all-terrain vehicles, snowmobiles, or any motorized vehicle, except for (a) emergency police and fire or other vehicles necessary in pursuit of official duties, and (b) motorized wheelchairs or scooters used by physically challenged parties, and (c) vehicles useful for permitted agricultural uses, allowed types of public access and occasional events (defined below as "Special Events"), only as permitted in the Land Management Plan;
9. Conveyance of a part or portion of the Premises alone, or division or subdivision of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted);
10. Any other use of the Premises or activity thereon which is inconsistent with the purposes of this Conservation Restriction or which would materially impair other scenic, open space, natural, agricultural, and passive outdoor recreation values unless necessary in an emergency for the protection of the values that are the subject of this Conservation Restriction; and,
11. All development rights in the Premises are terminated and extinguished by this Conservation Restriction, and the Premises may not be used for the purpose of calculating the amount of Grantor's or any other land available for subdivision or calculating the building requirements on other land owned by the Grantor or any other person.

B. Reserved Rights and Exceptions. The Grantor reserves the right to conduct or permit the following activities and uses on the Premises, but only if such uses and activities do not materially impair the conservation, passive outdoor recreation, and agricultural values or purposes of this Conservation Restriction. Grantor and Grantee agree that it is intended that the majority (equal to or greater than half of 34.48 acres) of the Premises be initially devoted to continued agricultural use, but that the Grantor, acting through its Board of Selectmen, may decide to temporarily or permanently not pursue agricultural uses at the Premises, but may instead use the Premises for conservation and passive recreation.

Permits. The exercise of any right reserved by Grantor under this Paragraph B shall be in compliance with zoning and all other applicable federal, state and local laws, rules, regulations, and permits. The inclusion of any reserved right requiring a permit from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit should be issued.

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1. *Farming*: The right to continue, and to undertake new, farming and agricultural uses and activities in accordance with an approved Farm Plan described below, including those uses allowed in Agricultural Districts as listed in the Town of Falmouth Zoning By-law and which support the goals of the Massachusetts Food Policy Council. The right by the Grantor to conduct said farm uses itself or to lease all or part of the Premises to a third party to conduct said farm uses; said lease shall incorporate the terms of this Conservation Restriction and be limited by its prohibitions and benefitted by its reserved rights. Such uses and activities include, but are not limited to:
 - a. the production of plant and animal products for domestic or commercial purposes, including floriculture, horticulture, orchardry, raising of livestock and poultry, the processing and sale of farm products predominantly grown, produced or raised on the Premises and the sale of related products;
 - b. the use, improvement, maintenance, or reconstruction of the existing commercial farm stand and existing buildings as documented in the Land Management Plan;
 - c. the use of motorized vehicles such as tractors, rototillers, vehicles necessary in haying operations, crop-harvesting vehicles, and other motorized vehicles provided that the use of non-motorized equipment is impractical or impossible, and further provided that the use of any such motorized equipment is only for the purposes of agricultural activities undertaken on the Premises and that any motorized vehicles permitted herein are not stored or kept on Prime Farmland soils;
 - d. the use of non-motorized equipment necessary in the growing, production, raising, keeping, storing, processing, marketing, and selling of crops, livestock, and livestock products;
 - e. the installation, use, maintenance, repair, removal, replacement, or relocation of underground wells, and associated underground irrigation supply conduits and above ground spigots provided such well, conduits, and spigots specifically are used and maintained to serve only the Premises, subject to the receipt of any required approvals for groundwater withdrawal, above regulatory thresholds;
 - f. in connection with any agricultural activity on the Premises, the storage and use of fuel, fertilizers, herbicides, pesticides, fungicides and natural controls are permitted, provided such uses are in compliance with all applicable local, state and federal statutes and regulations, and only to the extent that any such use does not have a demonstrable detrimental effect on the conservation values of the Premises. Grantor shall use Best Management practices; notwithstanding the foregoing, Grantor shall have the right to use herbicides to control or eradicate invasive species, and to use fungicides and insecticides on trees grown for sale in a limited manner to prevent impairment to the

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conservation values of this Conservation Restriction. The total amount of fuel storage capacity permitted on the Premises shall be no greater than two hundred fifty (250) gallons, and any fuel storage tank must be above ground and must have spill containment measures that meet all local, state and federal requirements;

- g. the removal of trees, saplings, shrubs, stumps, and roots preliminary to and including the preparation of surface topography and soils for the purposes of accommodating and instituting agricultural activities as described above (hereinafter "Land Conversion") provided that any such Land Conversion in excess of one (1) acre in aggregate over any given consecutive five (5) year period is described in a Land Conversion Plan (hereinafter the "Conversion Plan") that is made part of the Farm Plan (as described below) and the Land Management Plan;
- h. the right to host special events (hereinafter "Special Events") for which the Grantor may charge a fee, including the use of tent(s) in connection with such Special Events in accordance with Falmouth's permitting process and with written notification by Grantor to the Grantee at the time of application to the Town provided that any such Special Events are consistent with the purposes of this Conservation Restriction. Parking during any such Special Events shall be limited to areas as shown in the Land Management Plan provided that vehicles avoid active agricultural areas and Prime Farmland Soils and other significant agricultural soils when soils are water-saturated.
- i. the construction, use, maintenance, repair, relocation, and replacement of minor and temporary structures, without cement, subsurface, or other permanent foundations, only to the extent necessary, effective, or efficient to engage in agricultural activities provided that such structures related to agriculture receive Grantee's written permission as to dimensions, location and specific use;
- j. the installation of a solar array, including ground-mounted array, and/or windmill to serve the direct power needs of the Premises and/or the residences on Old Meetinghouse Road shown on the Plan as Lots A2 and A3 only;
- k. The stockpiling and composting of stumps, trees, and brush, limbs, and similar biodegradable materials originating on the Premises, provided that such stockpiling and composting is in locations where the presence of such activities will not impair the Conservation Values (including scenic purposes) of this Conservation Restriction as determined by Grantee. No such activities shall take place in or within one hundred (100) feet of any pond or wetland. All exercise of this right shall take into account sensitive areas and avoid harm to nesting species during nesting season.
- l. Any agricultural activities shall be done in accordance with a Farm Conservation Plan ("Farm Plan") prepared by the lessee that is consistent with

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the Purposes and conservation values of this Conservation Restriction, is designed to avoid or minimize adverse impacts on soil and water quality, and other conservation and scenic values of the Premises, and that is created in consultation with the USDA Natural Resources Conservation Service (NRCS), if such consultation service is available (or appropriate successor agency), approved by the Grantor and Grantee, and updated every ten (10) years or less, or when a new lease is issued. The Farm Plan shall define, at a minimum, any agricultural activities as described above, and additionally:

- i. crops, livestock, and livestock products to be produced on the Premises;
 - ii. location(s) of agricultural activities and temporary structures on the Premises;
 - iii. pest management system, provided that an Integrated Pest Management system is the default option and any use or storage of chemical products as described herein is defined and done only when non-chemical applications are impractical or impossible;
 - iv. compost and manure storage facilities and locations;
 - v. fuel requirements and storage system; and herbicide, pesticide, fungicide, soap, detergent (and other like substances) requirements, management, storage, and disposal system
2. Conservation and passive outdoor recreation uses consistent with Paragraph II.C below; and low-impact environmental and agricultural educational and research activities;
 3. Installation and maintenance of temporary or permanent boundary monuments delineating the Premises; erection and maintenance of small signs identifying Grantor and Grantee, acknowledging funding sources, and identifying prohibited and permitted uses of the Premises, including but not limited to signs relative to hunting, trapping, trespass onto adjoining private property, trail access and the protected conservation values, so long as such signage is consistent with the purposes of this Conservation Restriction;
 4. *Trails.* The marking, clearing and maintenance of existing footpaths as shown in the Land Management Plan. With prior approval of the Grantee and as defined in the Land Management Plan, the construction of new trails or the relocation or alteration of existing trails, provided that any construction, relocation, or alteration results in trails that are no wider than ten (10) feet. Any such maintenance or construction of trails may provide portions of trails for public access in compliance with the Americans with Disability Act;
 5. The construction, use, maintenance, and repair of one (1) unpaved parking area, in the location shown in the Land Management Plan as Parking Area 1 ("customer parking for Farm Stand Sales and Operations") to cover no more than 32,100 square feet. Additional parking for Farm Stand and for Special Events shall be limited to areas as shown in the Land Management Plan provided that vehicles avoid active

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agricultural areas and Prime Farmland Soils and other significant agricultural soils when soils are water-saturated.

6. The use of motor vehicles on Berry Patch Lane by the Grantee to reach its adjoining property on Ronnie Road;
7. The installation of composting toilets and/or porta-potties as needed to serve the permitted uses of the Premises;
8. Construction and maintenance of open-faced, sight-pervious fences, such as wooden split-rail, so long as free wildlife passage is not impeded, in connection with the creation and maintenance of foot trails, delineation of existing or future parking areas, and for private property demarcation;
9. i) In conformance with accepted forestry and land management practices, the pruning or cutting of live trees and other vegetation on the Premises as necessary (a) to control or prevent an identified disease, insect infestation or other hazard to the health of the trees, (b) for storm cleanup; (c) for removal of non-native invasive plant species, (d) to control poison ivy and other potentially harmful plant life and other plant life that threatens indigenous species in public areas such as along paths and around the parking area so long as surrounding vegetation is not substantially disturbed, (e) to create and maintain pedestrian trails up to ten (10) feet in width in accordance with Paragraph I(B)(4), above, (f) for safety reasons to prevent injury to persons or damage to property, (g) for access to the Premises, (h) for activities associated with the management and prevention of wild fires, and (i) for approved agricultural uses in accordance with the Land Management Plan and the Farm Plan; the use of pesticides or other best management practices to manage invasive species is allowed provided that the use of pesticides is limited to avoid impairment to the conservation and agricultural values of this Conservation Restriction; and, ii) Contingent upon the preparation of a forestry management plan (hereinafter "Forestry Plan") prepared by a forester licensed through the Massachusetts Department of Conservation and Recreation (DCR) in conformance with the "Directions for the Preparation of the Chapter 61 Forest Management Plans and Forest Stewardship Plans" and such statutes, regulations and directions in effect at the time of the approval of said Forestry Plan, such Forestry Plan to be approved by the Grantee and the DCR and to include provisions designed to minimize soil erosion, conserve surface and groundwater quality, scenic views, wildlife habitat, and to protect the conservation values of this Conservation Restriction, and to be effective for a ten (10) year period, and subject to the on-site supervision of a state-licensed forester, the minimal cutting of timber needed for habitat enhancement projects approved by the Massachusetts Natural Heritage and Endangered Species Program, and the sale of cut timber that results from any such cutting permitted herein with net proceeds dedicated to the stewardship of the Premises;
10. With the prior approval of the Grantee, habitat restoration and creation, and water quality improvement, including planting of native species;

*TONY ANDREWS FARM CONSERVATION RESTRICTION
Falmouth, MA*

11. Planting native trees and other vegetation including as a vegetative screening buffer to adjoining properties;
12. Active measures such as but not limited to boundary fencing consistent with Paragraph I(B)(8), and a security gate to be used outside of public hours at the entrance to the Premises, in order to prevent dumping and other unauthorized activities;
13. The right to install temporary enclosures and grazing areas for control of invasive vegetation with grazing animals provided that any management of grazing animals complies with Paragraph I(B)(1) and the Farm Plan;
14. With prior approval of the Grantee of a monitoring plan, the installation of wells for monitoring groundwater quality and/quantity;
15. The right to convey the Premises in its entirety; and,
16. It is anticipated that the Grantor, acting through its Board of Selectmen, may use or lease the Premises for continuing agricultural use. In the event that the Grantor, acting through its Board of Selectmen, decides not to pursue agricultural use or issue leases for agricultural use, Grantor in consultation with Grantee shall prepare and deliver, within eighteen (18) months from date of notice from Grantor to Grantee, a conservation plan to restore the Premises to native wildlife habitat(s) with the majority of the Premises to be kept open, by mowing, clearing or burning, as meadow/grassland habitat, a dwindling native habitat type on Cape Cod, or a cover crop that anticipates a possible re-establishment of agricultural uses of the Premises.
 - a. All farm-related structures on the Premises shall be secured for possible future agricultural use with the exception of the farmstand, which may remain open for the sale of produce generated off-site, but no other commercial use shall be allowed; said structures may be removed if no longer needed to support agriculture or if too costly to maintain;
 - b. Grantor shall issue in writing a report on the current status of any lease upon demand of the Grantee;
17. *Best Management Practices.* The exercise of any right reserved by Grantor under this Paragraph B shall follow established, up to date, and regionally-applicable Best Management Practices or similar standards developed by a governmental agency or other entity with known expertise in the area of practice and designed to protect the natural features potentially affected by the action(s).

C. Land Management Plan. The Grantor, acting through its Conservation Commission, will create a Land Management Plan to be approved by the Grantee for the purpose of facilitating agricultural, conservation, and passive recreational uses of the Premises in a manner that is consistent with this Conservation Restriction. The Land Management Plan shall include the Farm Plan (as described above), when available and as applicable, and any Forest Management Plan, as applicable, for the Premises and shall describe other non-agricultural land management

Land Management Plan ANDREWS FARM, Falmouth MA

Map 9. Public Access Trails



..... Public Access Trails

The trails are farm access routes that will reduce foot traffic compaction over agricultural soils, and minimize disturbance to farming activities. The public will be asked through signage to stay to on the routes for any of the following activities: hiking, horseback riding, walking, birding, bicycling, cross country skiing, snowshoeing.

Fields are only crossable for "Pick Your Own" produce or farm sponsored activities.

P= Parking for Public Access

July 13, 2018

FALMOUTH BOARD OF SELECTMEN

59 TOWN HALL SQUARE
FALMOUTH, MA 02540

THRU; DIANNE S. DAVIDSON

Greetings,

My name is Gisele Dionne and reside at 153 Jericho Path, Unit 8, Falmouth, MA 02540; also known as Eastwind Village. I am writing this letter to request the Board of Selectmen approval for the town to prune bushes adjacent of property, obscuring our view of Little Pond.

Specifically, the residents of Eastwind Village (ten total) are in agreement that overgrown bushes along Jericho Path facing east towards Little Pond require pruning for the residence to appreciate an incredible view. Photographs (2) are attached for your review.

Additionally, Jennifer McKay, Falmouth Conservation Commission Administrator, was consulted regarding this request and confirmed the property in question is owned by the Town of Falmouth. This request/action is put forward for Town of Falmouth Board of Selectmen July/August 2018 meeting.

If approved by the Board, it is requested that spring seasonal pruning of the aforesaid vegetation be included in the Board decision.

Any questions regarding this request may be directed to Gisele Dionne, 214-566-3224, ggdionne@gmail.com

Your attention in this matter is greatly appreciated.

Sincerely,

Gisele Dionne (s)





Diane Davidson

From: Jennifer McKay <jmckay@falmouthmass.us>
Sent: Thursday, July 19, 2018 1:04 PM
To: Diane Davidson; Peter McConarty
Subject: Re: Request for Vista Pruning

Hi Diane,

I requested the applicant obtain permission from the property owner (BOS) prior to filing with the Commission. After obtaining permission to file an application with the Commission the applicant must file an RDA and receive permission to conduct the work from the Commission. I would imagine they would need a license to work on Town property but that is a Peter M or Frank question. No permission to cut the trees has been given at this time.

Please let me know if you need an additional information.

Jen

----- Original Message -----

From: "Diane Davidson" <ddavidson@falmouthmass.us>
Sent: 7/19/2018 9:47:52 AM
To: "Jennifer McKay" <jmckay@falmouthmass.us>, "Peter McConarty" <pmcconarty@falmouthmass.us>
Subject: Request for Vista Pruning

Jennifer,

Peter,

The Board of Selectmen has received a request to perform vista pruning. Attached is a copy of the request for your review. I have scheduled this request for discussion/vote on the Monday, August 6, 2018 Selectmen's meeting. Please forward your recommendations to the Board of Selectmen to me by Thursday, August 2, 2018.

Thank you,

Diane

Diane S. Davidson

Office Manager/Licensing

Office of the Town Manager and Selectmen

Town of Falmouth

59 Town Hall Square

TO: Board of Selectmen
FROM: Solid Waste Advisory Committee
RE: Additional Information for Seeking Permission from BOS for Off Premise Signs
DATE: August 3, 2018

Based on the suggestions made at the initial hearing for the above, the SWAC in conjunction with the DPW propose the following:

1. **Three (3) Sandwich Boards** to be placed at: the entrance to the Waste Management Facility on Thomas Landers Road; the entrance to the DPW offices on Gifford Street; and outside the entrance to Town Hall. These three sites will give the SWAC and the DPW more control and are logical places for relaying an important message.
2. **The purpose is to educate the public.**
3. Message on Signs: (We are working with Locust Street Signs to create 24"x36" signs)
Use Curbside Recycling
No Plastic Bags in the Recycling Bin
4. Length of Time: **Month of September**

The SWAC will return later in the Fall to request utilizing these Sandwich Boards in other locations with other messages. November 15 is America Recycles Day and we hope to plan an event around that celebration.

Thank you.
SWAC

Shellfish Advisory Committee

1. John W. Sylvia, Sr.
2. Brian Ridgeway
3. Scott Lindell
4. Daniel Ward
5. David Bailey
6. David A. Heffernan
7. Robert O. Sargent Sr.
8. Peter Chase
9. Tom Duncan, WQMC Designee

Staggered 3-year terms

6/30/2019

- 1.
- 2.
- 3.

6/30/2020

- 1.
- 2.
- 3.

6/30/2021

- 1.
- 2.
- 3.

Diane Davidson

From: Susan Moran, Falmouth Selectman <smoran@falmouthmass.us>
Sent: Wednesday, July 25, 2018 3:56 PM
To: Julian Suso; Diane Davidson
Cc: Debra Rogers
Subject: Re: Request to Board of Selectmen for waiver of permit

Please agenda for Aug 6.

Susan Moran, Chair
Falmouth Selectman
smoran@falmouthmass.us

On Jul 25, 2018, at 3:50 PM, Debra Rogers <deb@fctv.org> wrote:

Dear Su,
Please see attached letter on behalf of Falmouth Community Television.

We are ready to file a building permit and respectfully requesting a waiver of permit fees for the FCTV facility expansion at 310 D/E Dillingham Ave.

I can be available for the August 6, 2018 Board of Selectmen Meeting if you are able to place our request on the agenda.

Thank you for your consideration and please feel free to contact me if you have any questions.

Sincerely,

Debby

Debra Rogers, Executive Director / CEO
Falmouth Community Television (FCTV)
310 Dillingham Ave
Falmouth, MA 02540
508-457-0800 ph.
508-457-1604 fax
deb@fctv.org
www.fctv.org

FCTV, The Station that brings Falmouth home.
Public Access Channel 13...Educational Access Channel 14...Government Access Channel 15



<Letter to town regarding waiver of permit fees.pdf>

**Board of Selectmen
Fee Waiver Policy
-Adopted February 11, 2016**

I. General Fee Waiver Policy (excluding Special Events Fees)

It is the policy of the Town of Falmouth to consistently and equitably implement the annual schedule of fees; however, there may arise from time-to-time unique circumstances in which fees may be waived.

Fee Waivers shall be granted by the Town Manager only as follows:

- Municipal and School Projects: Town Projects in which the procurement and solicitation documents clearly indicate in the bidding process prior to the opening of the price proposals that fees shall be waived.

Private non-profit agencies presenting a case for a unique public benefit may seek a waiver of fees subject to staff review and approval by the Board of Selectmen. These agencies should contemplate up to a two-month review and approval period. To be eligible for a waiver of fees, the private non-profit shall exhibit that it offers a unique public benefit at no charge to the public or provides a service to the Town Residents, particularly the neediest of our residents. Affordable Housing projects that are required to prepare a development pro forma to receive permits or grants will not be considered unless they provide 100% affordable housing and the development fees and profit are limited to below 20% of the project cost.

Inspection fees and fees associated with direct service or material costs will not be waived.

II. Special Events Fees and Use Charges Policy

Public amenities in the Town of Falmouth such as parks, facilities, special open spaces and public ways have been developed for the use and enjoyment of the public. Special events fees and use charges have been established with an understanding that these fees and charges relate to the cost of supporting the facility for such events. Special events may limit access to the public, may only be available to the public willing to pay a fee for the use and enjoyment of the facility/event, and for some events the general public may be prohibited from accessing the facility during the approved Special event.

BOS Fee Waiver Policy (continued)

Daily Fees:

The daily fee established shall be charged for each day the Special event has been granted use and enjoyment of the facility. Set up and break down days will be charged the daily fee.

Recurring Events:

Recurring one-day events (more often than four times a year) will be charged the full fee for at least the first and the last day of the scheduled event. Any consideration for a waiver is as described below.

Fee Waivers:

The Town will waive daily fees for special events sponsored by established Village associations, the Falmouth Fireworks Committee, the Falmouth Chamber of Commerce, Falmouth VIPS, Falmouth Public Schools, Falmouth Academy, or the Town of Falmouth. With the exception of School or Town events, fees will not be waived for any events that have limited public access or charge an admission fee.

Fee waivers can also be granted, upon request, by the Town Manger under the following conditions:

- An event providing broad community benefit and sponsored for charitable purposes may request a fee waiver. The Sponsor must present a letter of request including financial documentation verifying that all net event fees collected will be directed to a specific charitable purpose.

Any recurring events may be granted a discount up to 75% of the daily charge (excluding the required first and last days) upon application to the Board of Selectmen. The Board will consider the cost of maintenance of the facility, the public benefit of the event, and the public disruption caused by the event.

All events will carry any necessary insurance and supply bonds as required for the event.

Board of Selectmen Strategic Plan



FY2019 – FY2023

Introduction

In accordance with the Town of Falmouth Home Rule Charter, the Falmouth Board of Selectmen hereby presents its five-year strategic plan for the Town of Falmouth. During its annual Strategic Planning retreat on June 29, 2018 the Board reviewed strategic priorities for Fiscal Years 2019-2023. For this planning period, the Board continued its work and focus on strategic goals rather than specific tasks.

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.



Our workshop session was held on June 28, 2018 in the recently completed Long Pond Water Treatment Plant.

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.

This year the Board affirmed its commitment to proactively interact with department heads, committees and the public throughout the year. This commitment is reflected in the Board's first priority: to enhance community engagement.

The Falmouth Board of Selectmen adopted six Strategic Priority areas for the 2023 planning horizon as follows:

- 1. Enhance Community Engagement**
- 2. Balance Financial and Economic Stability with Community Development**
- 3. Maintain Coastal Resources, Infrastructure and Beaches**
- 4. Conserve and Manage Resources**
- 5. Manage Water and Wastewater**
- 6. Promote Health and Public Safety**

The members of the Board recognize that the Board's 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 of the services provided by Falmouth's Departments and Divisions. In fact, these strategic priorities will touch all staff members and citizens as the Board begins to implement 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 2019-2023.

Falmouth Board of Selectmen,
Susan Moran, Chairman
Megan English-Braga, Vice Chairman
Douglas C. Brown
Doug Jones
Samuel Patterson

Adopted: _____, 2018

I. Enhance Community Engagement

This goal involves creating a public participation process so that the Board of Selectmen 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 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.

By doing so, we hope to better serve the diverse members of our community.

The goals within this strategic priority area are to:

- A. Improve Communications with Department Heads, Staff and other Boards and Committees;

Action Steps:

- 1) Meet regularly with committees.
- 2) Receive reports from department heads and committees on topical issues.
- 3) Hold staff appreciation/interaction event.

- B. Get More and Better Feedback from the General Public and to Engage New Voices in Town Affairs;

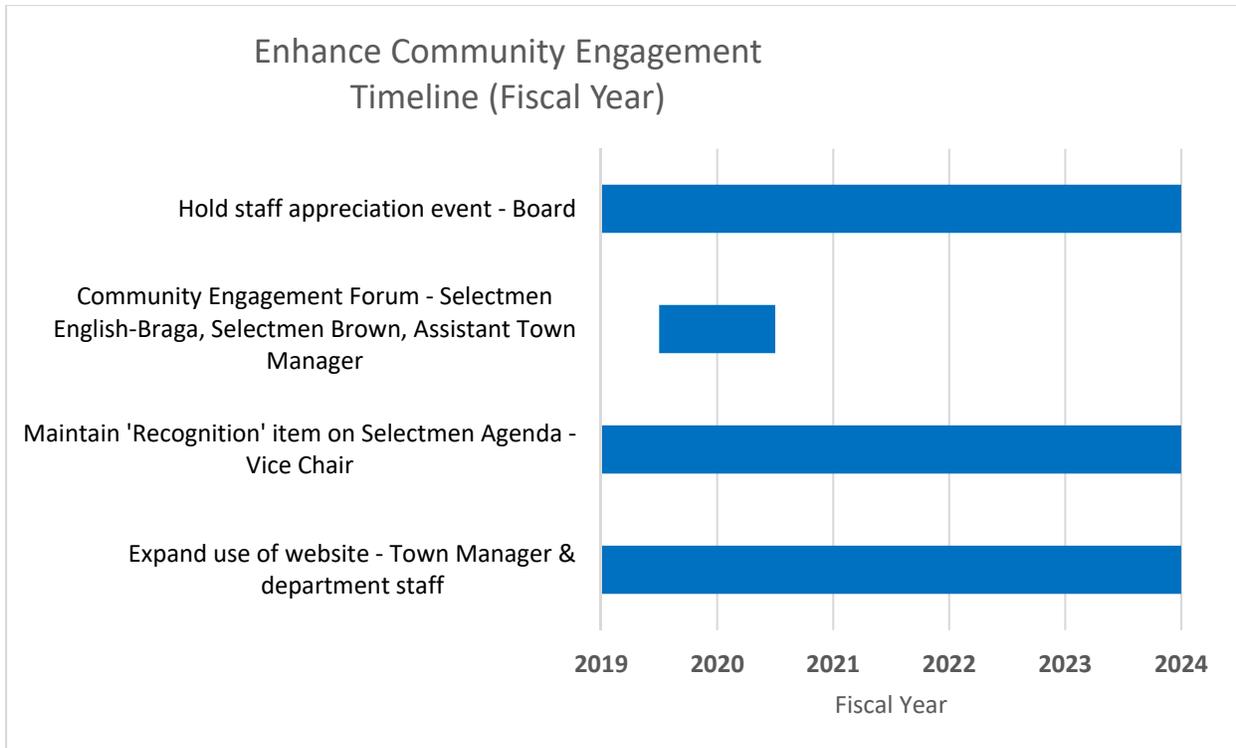
Action Steps:

- 1) Hold one 'Community Engagement Forum' in February of 2018 and another in the Summer of 2018 (FY2019).

- C. Better Inform the Community of the Town's Services and Activities;

Action Steps:

- 1) Maintain a 'Recognition' item as a routine item on future Selectmen agendas to celebrate individuals, staff and groups for noteworthy contributions to the community.
- 2) Expand use of website and 'notify me' function to notify the public of matters of interest.



II. Financial and Economic Stability and Community Development

In this five-year planning period the fiscal health of our operations and community remains a strategic priority for the Town of Falmouth. The Board of Selectmen has included Community Development with a focus on community housing needs with our fiscal goals, understanding that a healthy, vibrant and diverse local economy is integral to our fiscal health.

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 upgrade the Town's bond rating to 'Aaa' – the highest available bond rating. This bond rating upgrade will save taxpayers money by reducing borrowing costs and it represents an independent third party validation of the Town's management practices. The Town's ongoing Capital needs remain the most pressing fiscal concern.



Strategic Planning Retreat June 28, 2018

The Town has begun to see the result of budget policies adopted in recent years as well as modest local economic growth resulting from our work in community development and overall positive economic trends. We are close to achieving our goals for all reserve categories with the exception of OPEB. With the great work of policy leaders and Town departments the outlook for the next five years is stable. While the Board expects to continue to see some improvement in capital programs, the operations of the town will

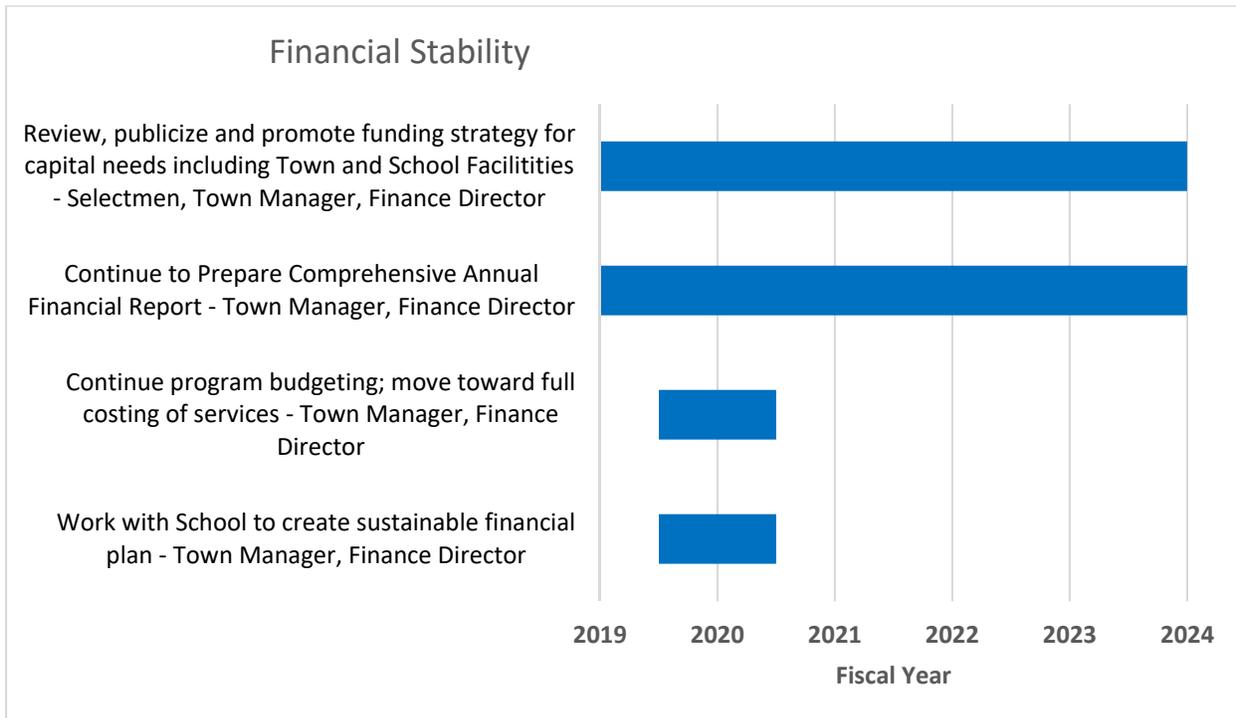
have to be flexible, creative and efficient to offer sustainable operations into the future. This broad strategic priority area will influence decisions made about public safety, education and other important direct services such as community planning, housing, historic preservation, recreation, visitor resources, human services, elder services and others.

The goals within this strategic priority area are to:

A. Promote Long-Term Financial Stability of Town Operations

Action Steps:

- 1) Review and publicize long-term capital plan and promote funding strategy for capital needs including town and school facilities report.
- 2) Continue to prepare a Comprehensive Annual Financial Report each year.
- 3) Continue program budgeting and move toward full costing of services.
- 4) Work with School Department to create a sustainable financial plan.





Strategic Planning Retreat June 28, 2018

B. Manage Town's Physical Facilities

Action Steps:

- 1) Review and support plan for reorganization of Town offices & necessary renovation at Town Hall.
- 2) Continue collaboration with School Department to complete efficiency upgrades.
- 3) Construct new Senior Center and plan for disposition of original senior center at 300 Dillingham Ave.
- 4) Manage municipal golf operations – review lease at 5-year renewal.



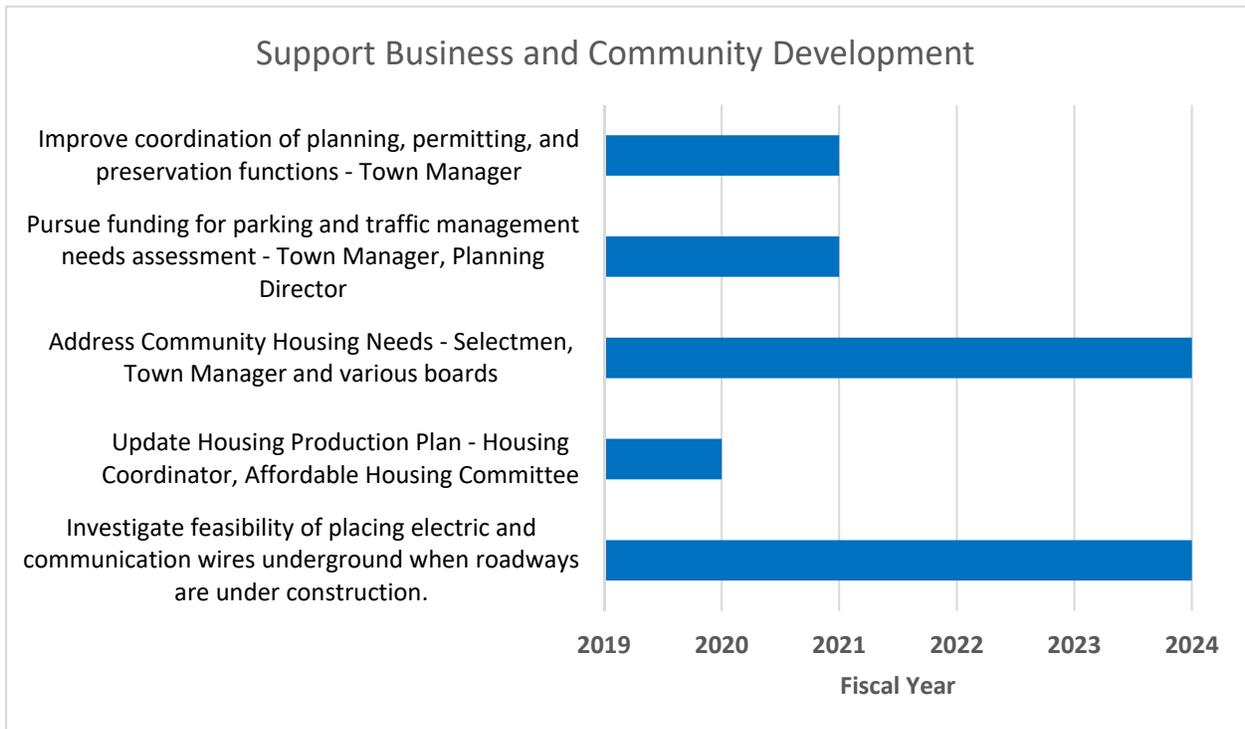
C. Support Business and Community Development to Sustain a Vibrant Local Economy

Action Steps:

- 1) Improve coordination of planning, permitting, and preservation functions.
- 2) Pursue funding for parking and traffic management needs assessment
- 3) Address Community Housing needs.
- 4) Review and update Housing Production Plan.
- 5) Investigate feasibility of placing electric and communication wires underground when roadways are opened for construction (i.e. for paving or installation of water or sewer lines).



Falmouth Road Race August 20, 2017



III. Coastal Resources, Infrastructure and Beaches

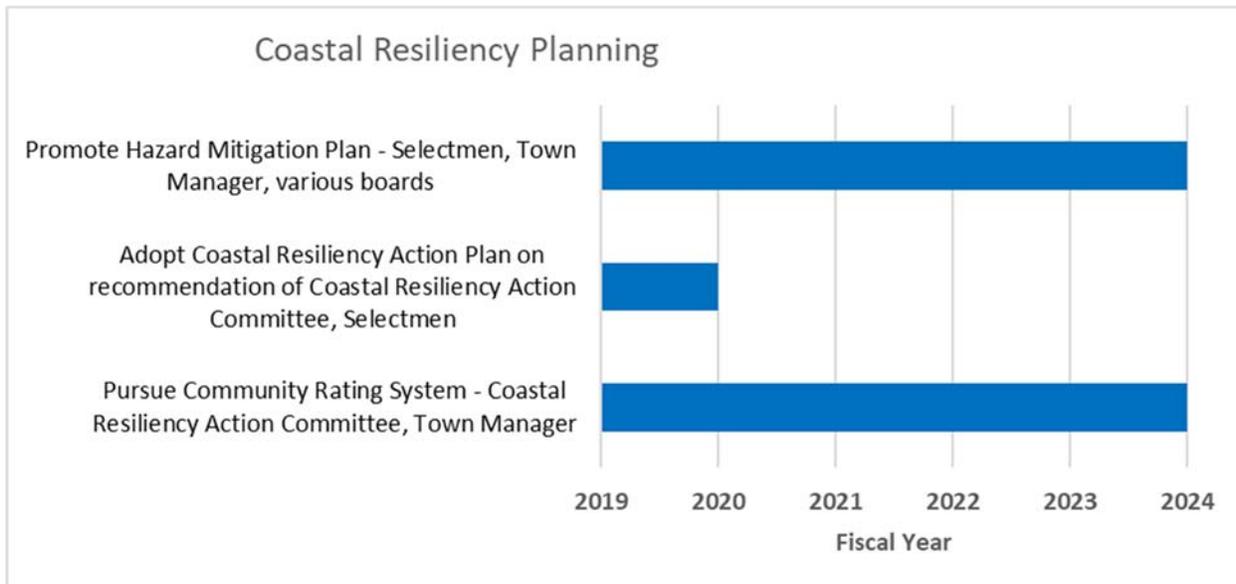
Falmouth’s waterfront amenities and natural and enhanced coastal resources are the cornerstone of our cultural identity and financial foundation. The Board of Selectmen’s decision-making will be guided by the principle that clean and welcoming coastal resources and our marine environment are core values.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

The goals within this strategic priority area are to:

A. Coastal Resiliency Planning

Action Steps:

- 1) Promote Hazard Mitigation Plan.
- 2) Adopt Coastal Resiliency Action Plan on recommendation of Coastal Resiliency Action Committee.
- 3) Pursue Community Rating System.



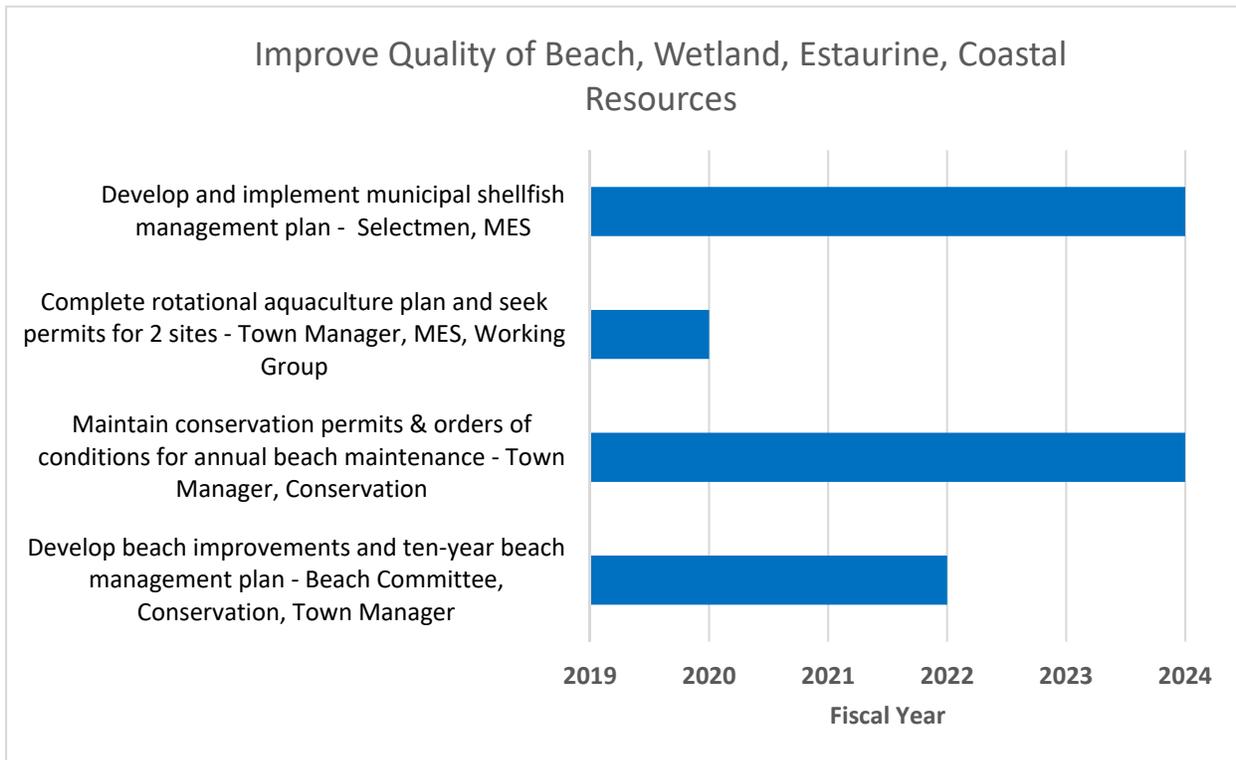
B. Improve the Quality of Beach, Wetland, Estuarine and Other Coastal Resources

Action Steps:

- 1) Develop and implement municipal shellfish management plan.
- 2) Complete rotational aquaculture plan for coastal ponds and seek permits for at least 2 sites.
- 3) Maintain conservation permits & order of conditions for annual beach maintenance.
- 4) Develop beach improvements and ten-year Beach Management Plan.



The Town sewer system was recently extended to the neighborhoods surrounding Little Pond which is expected to improve water quality in this estuary.

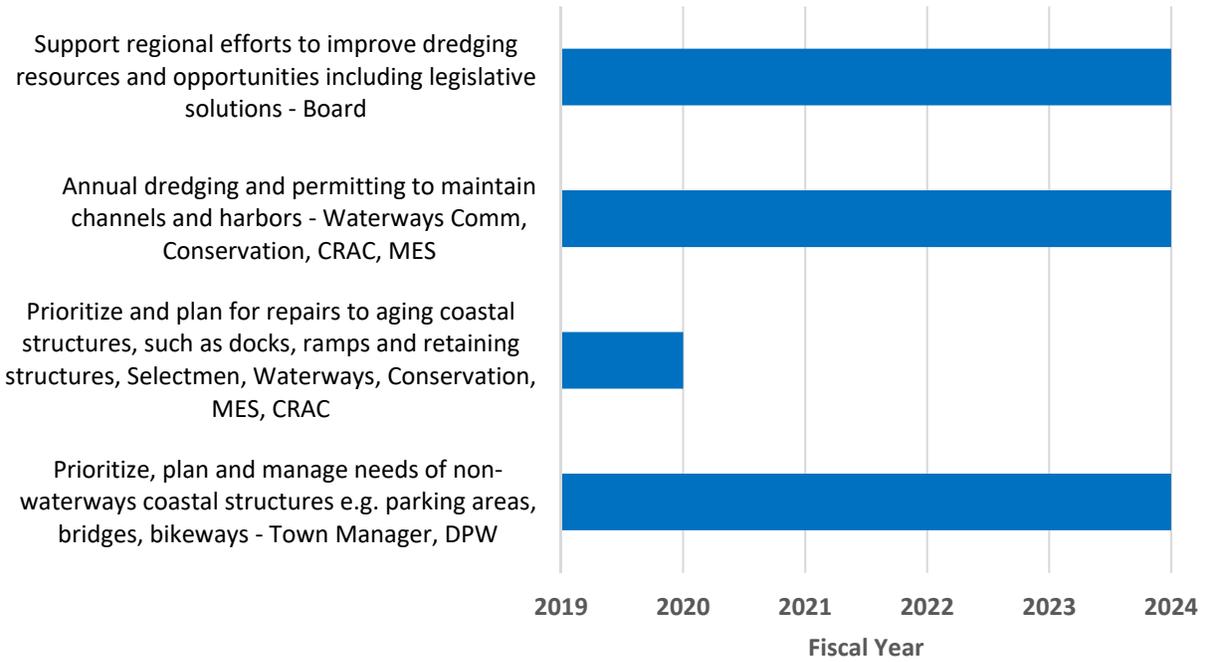


C. Improve Waterways and Coastal Infrastructure

Action Steps:

- 1) Support regional efforts to improve dredging resources and opportunities including legislation that reduces time of year restrictions.
- 2) Continue annual dredging and associated permitting to maintain channels and harbors.
- 3) Prioritize and plan for repairs to aging coastal structures, such as docks, ramps and retaining structures.
- 4) 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.

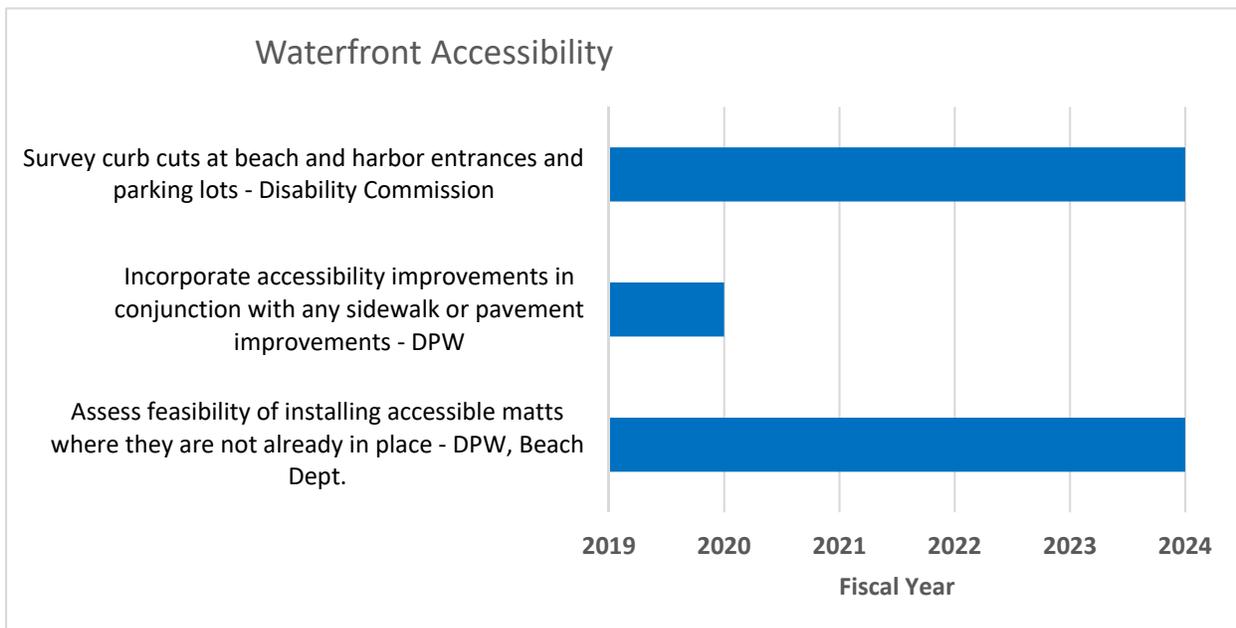
Waterways and Coastal Infrastructure



D. Improve Accessibility of Waterfront Areas

Action Steps:

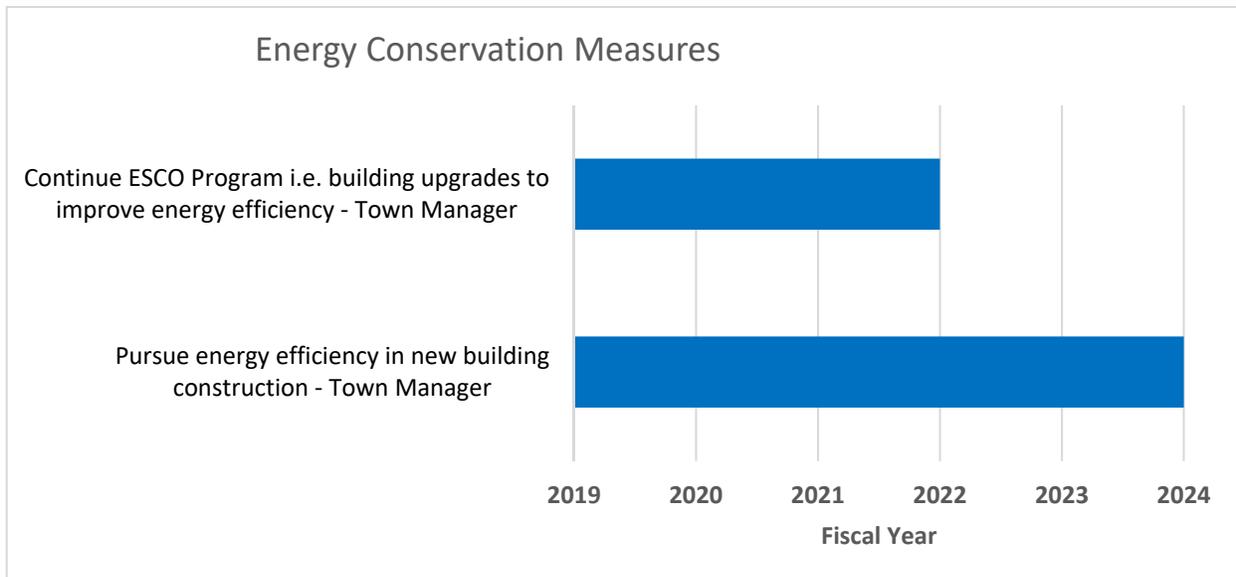
- 1) Survey curb cuts at beach and harbor entrances and parking lots.
- 2) Incorporate accessibility improvements in conjunction with any sidewalk or pavement improvements.
- 3) Assess feasibility of installing accessible mats where they are not already in place.



IV. Resource Conservation and Management

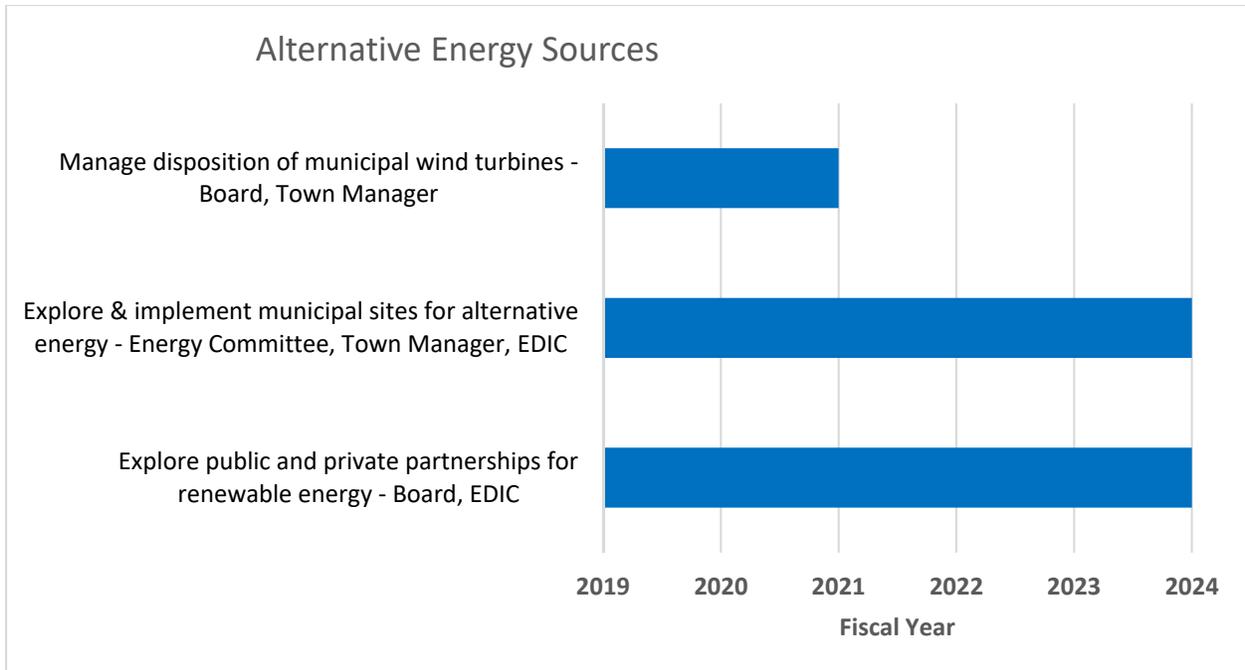
A. Implement Energy Conservation Measures

- 1) Continue ESCO and related programs – i.e. building upgrades to improve energy efficiency.
- 2) Pursue energy efficiency in new building construction.



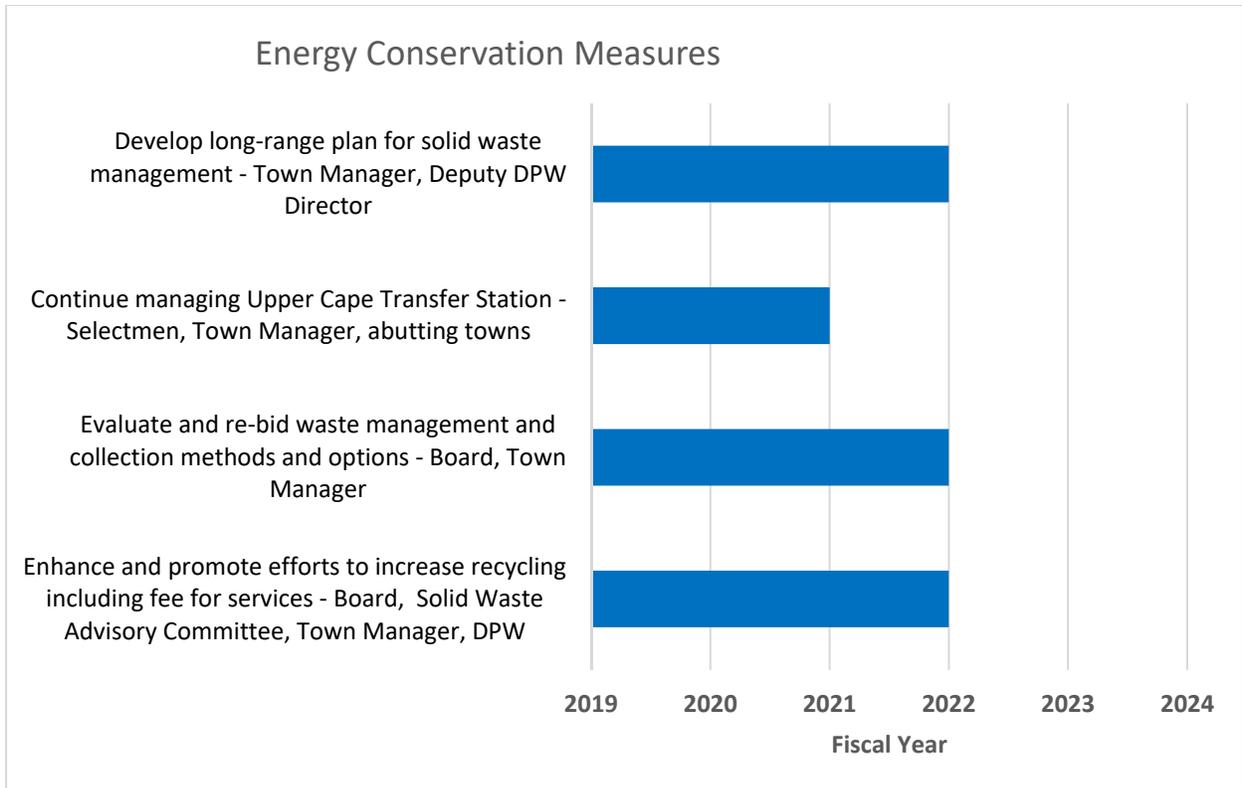
B. Alternative Energy Sources

- 1) Manage disposition of municipal wind turbines.
- 2) Explore & implement municipal sites for alternative energy.
- 3) Explore public and private partnerships for renewable energy.



C. Solid Waste Management

- 1) **Develop long-range plan for solid waste management.**
- 2) **Continue managing Upper Cape Regional Transfer Station.**
- 3) **Evaluate and re-bid waste management and collection methods and options.**
- 4) **Enhance and promote efforts to increase recycling including fee for services.**



V. Water and Wastewater 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 the new Water Filtration Plant and the nearly completed Little Pond Sewer Service System. These systems, planned for more than twenty years, will improve coastal and potable water quality and will require necessary increases in staffing and resources to support operations. 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 goals within this strategic priority area are to:

A. Implement the Town of Falmouth's Comprehensive Wastewater Management Plan

Action Steps:

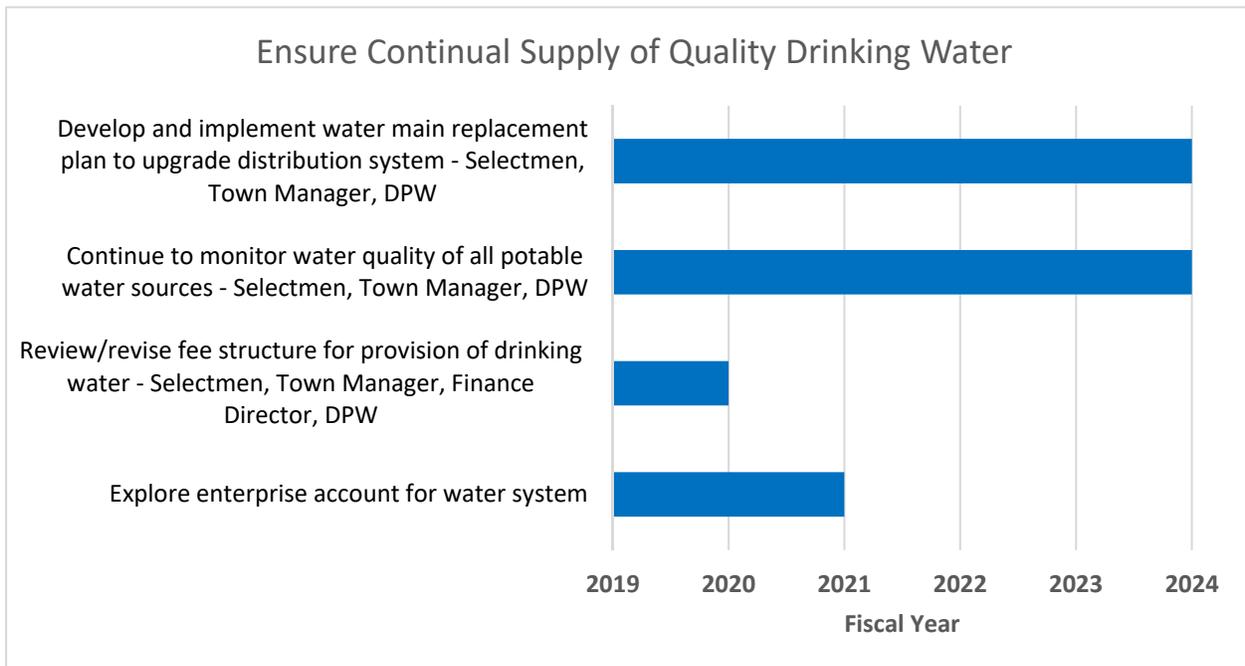
- 1) Manage and evaluate the implementation of CWMP and construction of sewer service area.
- 2) Support staffing initiatives to assist property owners in the LPSSA.
- 3) Implement, develop and promote funding plan for CWMP including regular review and update of sewer rates.
- 4) Develop long-range plan for other coastal ponds and waterways utilizing knowledge gained from CWMP.
- 5) Assess and plan for Stormwater Management Plan in compliance with new EPA regulations.



B. Ensure Continual Supply of Quality Drinking Water

Action Steps:

- 1) **Develop and implement water main replacement plan to upgrade distribution system.**
- 2) **Continue to monitor water quality of all potable water sources.**
- 3) **Review/revise water rate structure for provision of drinking water.**
- 4) **Explore enterprise account for water system.**

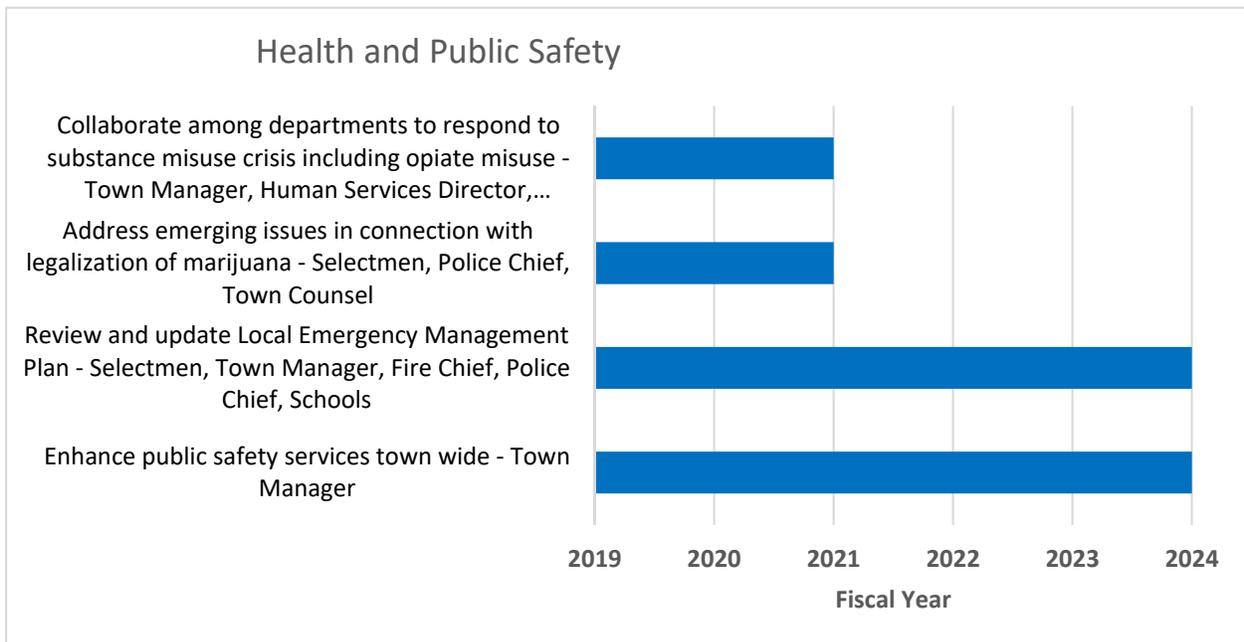


VI. Health and Public Safety

Public Health and Safety are fundamental governmental functions. In this planning area the Board will develop goals to address town wide issues of concern including, a coordinated response to the Opiate use epidemic in our Town and nation and revising and updating the Falmouth Emergency Management Plan. 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 goals within this strategic priority area are to:

- A. Collaborate among departments to respond to substance misuse crisis including opiate misuse.
- B. Address emerging issues in connection with legalization of marijuana.
- C. Review and update Local Emergency Management Plan.
- D. Enhance public safety services town wide.



Action Steps:

- 1) Explore single new fire station to serve North and West Falmouth
- 2) Support expanded services and efficiency of police operations

TOWN OF FALMOUTH
BOARD OF SELECTMEN
Meeting Minutes
Open Session
MONDAY, JULY 23, 2018
SELECTMEN'S MEETING ROOM
TOWN HALL

Present: Susan Moran, Chairperson; Megan English Braga, Vice Chairperson; Doug Jones; Sam Patterson; Doug Brown.

Others Present: Julian Suso, Town Manager; Peter Johnson-Staub, Assistant Town Manager; Frank Duffy, Town Counsel.

1. Chair Moran called the open session to order at 6:30 p.m. and motioned to convene the executive session under 1. M.G.L. Ch. 30A, s. 21(a)(3) – Fire Bargaining because to not go into executive session could prejudice ongoing negotiations. Mr. Jones seconded the motion. It was followed by a unanimous roll call vote in Open Session to go into Executive Session for the purpose of discussing the above-listed items, and to return to Open Session after discussion. Roll call vote: Mr. Brown, aye; Mr. Patterson, aye; Chair Moran, aye; Mr. Jones, aye. Absent: Ms. English Braga.

2. Chair Moran reconvened the open session at 7pm.

3. Pledge of Allegiance

4. Proclamations:

- a. Eagle Scout Proclamation – Owen R. Smith of Boy Scout Troop 40

Mr. Patterson read the proclamation in the packet as a motion. Second Ms. English Braga. Vote: Yes-5. No-0.

Mr. Smith described his project to build obstacle course for Town Commission on Disabilities for the fair.

- b. Eagle Scout Proclamation – Troy M. Otter of Boy Scout Troop 38

Mr. Patterson read the proclamation in the packet as a motion. Second Mr. Jones. Vote: Yes-5. No-0.

Mr. Otter described his project working with the 300 Committee and other community organizations.

5. Recognition

Ms. English Braga recognized first year lifeguard, every day we have beach staff interacting with the public to make them safe. On 7/19/18 Peter Doonan assisted a choking individual, no pulse, not breathing, performed CPR and attended to him until the fire department was able to come. The individual survived this event.

Mr. Mogardo addressed the efforts and training new guards. Senior staff were present and introduced. Mr. Doonan was one of staff of 5, incident occurred at a restaurant and they were called to aid, all beach personnel shifted appropriately.

6. Announcements

Chair Moran received a call from Senator deMacedo that amount of \$350,000 Falmouth was going to have to give up this year will be delayed, it is a real estate assessment formula issue.

Business development and marketing financed not less than \$80,000 to fund expanded fiber optic cable to be installed, this will assist the local business community. An additional \$200,000 has passed the House; this may come to Falmouth along with an additional \$10,000 to Museums on the Green.

Beach party at Old Silver Beach will be held Wednesday at 6 pm, Moonlighter Band is playing. This is a celebration of those fighting the opioid epidemic and a nonalcoholic event.

7. Public Comment

Chair Moran reviewed the policy on public comment and read from the document in the packet. Time limits for each comment was discussed with a mention of a 10 minute limit. Chair Moran will try to have a 10 minute public comment time limit to begin today, 2 minutes per speaker including the entire period.

Steve Rafferty, Water Superintendent, reminded all that a voluntary policy even/odd day for irrigation only at night. He drives around town, not 100% compliance with this voluntary policy.

Linda Davis, Solid Waste Advisory Committee, believes there is confusion about plastic bags and have seen them from CVS, Job Lot, and Stop and Shop; says on it recyclable. Reviewed fine print to recycle in certain stores. It does not go in resident recycling bin.

Marc Finneran, when he put article in, it was the BOS comment period. Chair Moran noted that this is on the agenda so there cannot be further comment.

Carolyn Silva, Depot Avenue, stated the reusable and recycle bags can be put in a plastic bin at Stop and Shop.

SUMMARY OF ACTIONS

1. Licenses

- a. Approve Application for Sunday Entertainment – Barnstable County Agricultural Society – Sunday, 7/29/18
Mr. Jones motion approval. Second Mr. Patterson. Vote: Yes-5. No-0.
- b. Approve Application for Change of Manager of a Wine and Malt Package Store – OSJL Spirits, LLC d/b/a Ocean State Job Lot, 50 Teaticket Highway, East Falmouth
Mr. Patterson motion approval. Second Ms. English Braga. Vote: Yes-5. No-0.
- c. Approve Application for Common Victualler License – The Black Dog Tavern Co., Inc. d/b/a Heights Café – 465 Grand Avenue, Falmouth
Mr. Patterson motion approval. Second Ms. English Braga. Vote: Yes-5. No-0.

2. Administrative Orders

- a. Vote Recommendation on Application for Abatement of Sewer Betterment – 197 Grand Avenue Mr. Suso explained at the last meeting, this was not acted on. Explored with town counsel what might be more appropriate procedure, he sent email with suggested motion for consideration for the BOS.

Mr. Patterson read the language in the email as a motion. Second Ms. English Braga. Vote: Yes-5. No-0.

Andrew and Denise told the BOS they have owned the property for 37 years and maintained the license because if they gave it up, they would never get it again.. They are agreeable to whatever they need to do and understand it would be a deed restriction so that going forward forever more someone could never use the property as a Bed and Breakfast.

- b. Vote to Accept a Personal Donation to the Beach Donation Account from Bruce Mogardo in the amount of \$1,375.00 to be Used to Purchase an AED for the Beaches

Bruce Mogardo noted this is a type of defibrillator. Ms. English Braga noted that Mr. Mogardo is doing this in memory of his wife, Michelle.

Ms. English Braga motion approval. Second Mr. Patterson. Vote: Yes-5. No-0.

- c. Approve Eversource Energy Petition to Install One 4” Conduit and One Handhole 82/H11A on Gardiner Road, North of Millfield Street
- d. Approve Eversource Energy Petition to Install One Pole #37/17.5 on Carriage Shop Road, West of Parsons Lane

Mr. Patterson motion approval of items c and d. Second Ms. English Braga. Vote: Yes-5. No-0.

- e. Approve Preservation Restriction for Waquoit Congregational Church of the United Church of Christ Located at 15 Parsons Lane in East Falmouth
Mr. Patterson motion approval. Second Ms. English Braga. Vote: Yes-5. No-0.
- f. Approve Warrant for 2018 State Primary on Tuesday, September 4, 2018
Mr. Jones motion approval. Second Ms. English Braga. Vote: Yes-5. No-0.
- g. FCTV – Board of Selectmen Statement of Support
Deborah Rogers and the FCTV Board of Directors present.

Jeff Oppenheim looking for vote from the BOS of support because their board will engage in a contract for redevelopment of their studio complete. Banks contacted asked how long the contract with the Town is, this runs out in 3 years. With construction, they will be towards end of the contract. They are looking for support for the MOU. The plan was reviewed via PowerPoint presentation.

Ms. English Braga motion approval of the MOU. Second Mr. Patterson. Vote: Yes-5. No-0.

- h. Approve Letter of Support to MassDOT for Palmer Avenue Pedestrian Crossing in Vicinity of Goodwill Park

Chair Moran read the proposed letter in the packet and noted a letter of support from the Steamship Authority was received.

Ms. English Braga asked about providing the State with some GIS photos of when the speed limit was set in the area what ht redevelopment looked like v. today.

Peter McConarty, DPW Director, noted the original speed limit was in 1966 and then amended in 1967. The density has changed since then. Have the information for that compiled and ready to go with the letter. The DPW noted the speed limit for the area with cross walk is 35 mph. They want to take the speed limit signs and move them back.

Ms. English Braga asked that the letter address the speed limit signs. Make it clearer to move the speed limit back with photos, and development is extensive, that may be a stronger opening of the conversation. Chair Moran likes that idea.

Mr. Brown would like to say thickly settled area. Mr. Jones acknowledges adjustment of the speed limit. Mr. Patterson is uneasy about crosswalk in this area. Cell phones are distracting and a big issue, he would rather have people cross as a traffic light with sidewalk to Goodwill Park.

Mr. Brown noted it is unsafe now crossing anyway, put onus on state to make modification to make the crosswalk work or alternative way underground or over the roadway.

Peter has same concerns as Mr. Patterson and has tried to reduce speed limit in past unsuccessfully. Plans are completed. Need warning signals. If bridge or tunnel, an overhead crossing would be better between that or tunnel. The State did initial speed limit recordings, once formal request is done is when they open the formal speed limit study.

Ms. English Braga feels that the reality is that people are crossing and that system has worked well, the flashing lights, FPD monitoring, and the speed limit is high at that area. If successful reducing the speed limit, it goes hand in hand with a crossing.

Mr. Jones motion to authorize the letter being sent with additional sentence requesting the speed limit reduction and include the information from the DPW supporting the decrease and thickly settled. Second Ms. English Braga. Vote: Yes-4. No-0. Abstain-1.

Michael Feingold, said all kinds of solutions to the bike situation, it is a dangerous area and calls for a bridge.

Skip McCormick, East Falmouth, thinks the danger to pedestrians and bicycles is much more severe than rear-end accidents. People are going to naturally go to Goodwill Park to the bike path.

Safety of residents/pedestrians should be prime concern and supports motion to send the letter. He thinks the flashing lights at Locust Street would be a resolution that would merit consideration.

- i. Authorize Town Manager and Town Counsel to Prepare Open Meeting Law Complaint Response
Ms. English Braga motion approval. Second Mr. Brown. Vote: Yes-5. No-0.
- j. Authorize Town Manager to Approve Falmouth Housing Authority HUD Grant as per M.G.L. 121B Sec. 11 (k)
Mr. Brown motion approval. Second Mr. Patterson. Vote: Yes-5. No-0.
- k. Authorize Town Manager and Board of Selectmen Chair to Execute Letter to Governor's Office and Mass Development Regarding Joint Base Cape Cod Wastewater Facilities

Mr. Suso noted the BOS has copy of draft proposal regarding ongoing process regional wastewater efforts. The work has involved MA Development, but they recently withdrew from the process. This letter would ask if they would reconsider their decision.

Ms. English Braga motion approval. Second Mr. Patterson. Vote: Yes-5. No-0.

- l. Approve grant proposal to submit to National Fish and Wildlife Federation (NFWF) competition on coastal resiliency and letter of support for the Coonamessett River Restoration Project, Phase 2
Mr. Patterson motion approval. Second Ms. English Braga. Vote: Yes-5. No-0.

PUBLIC HEARINGS

- 1. Application to Amend Fuel Storage License: Installation of Aboveground Storage Tank for Class II Diesel Fuel – Savon Hatem LLC, 561 Thomas B. Landers Road, Hatchville

Chair Moran read the hearing notice.

This is being continued.

- 2. Application for New Wine, Malt and Cordial Innholder License – Fontelux Hospitality Systems, LLC d/b/a Palmer House Inn, 81 Palmer Avenue, Falmouth

Hearing rescheduled to 8/6/18 at 7:45 pm.

- 3. Wetlands Hearing – Brewer Fiddler's Cove Marina, 42 Fiddler's Cove Road, North Falmouth – Proposed Maintenance Dredging – Fiddler's Cove Canal and Megansett Harbor
Leslie Field, Woods Hole Group, representing the applicant. Dredging 500 cubic yards of material, they dredge every 7-8 years. Mechanically dredged, off laid material to trucks at shoreline, placement of material at the composting facility and will be used for beach nourishment on town beaches. Order of conditions received.

Public comment in favor: none.

John Bygle, representing 5 abutters and Board of Directors for Seascape, they are for this dredging and it could be dropped on their beach at the end of Fiddlers' Association Beach.

Ms. Field noted that this is the first she has heard of that, but it is a good idea to put on neighboring beaches, need to have open and valid permits for that and would need to check with other agencies with permits to make sure they are ok with that.

The application can be approved tonight, arrangements of where it goes would be another application. Beach nourishment permit would be needed; the Conservation Commission has already approved the Fiddler's Beach.

Timing for the work October 1 through January 15.

Mr. Jones motion to continue to 8/20/18 at 7:30 pm. Second Ms. English Braga. Vote: Yes-5. No-0.

Marc Finneran has no problem with dredging, but he received calls from Perch Pond who have been trying for 20 years to do maintenance dredging, they are only able to get boats in on limited occasions.

BUSINESS

1. Report/Update – Cape Cod Commission – Kristy Senatori
Ms. Senatori is the Executive Director of the Cape Cod Commission (CCC), she reviewed the priority projects they are working on.

Wastewater initiative was reviewed, they completed the water quality management plan in 2015 and now in implementation phase. Holding the 5th annual One Cape Conference 8/16-17 and welcome BOS attendance with focus on coastal resilience, community resilience, and economic resilience. 8/17 breakfast with Secretary Jay Ash at that event.

Coastal resilience, studying coastal resilience on the cape was described.

Regional policy plan, update underway and ready to issue a draft soon. Trying to look at areas where it is appropriate to grow. Focus on planned centers for activity, local comprehensive planning process they want to provide a template to make it more user friendly.

Chair Moran highlighted that one benefit the Town gets from CCC is the ability to stretch resources and use expertise in initiatives in housing and planning. Ms. Senatori left handouts with the BOS.

2. Present Concept of Multi-Generational-Inclusive Playground at the Dillingham Ave. Existing Senior Center Site and Request Approval to File Funding Application to the CPC – Kathleen Haynes, Chair, Commission on Disabilities

CPC application in the packet with the slide presentation by Ms. Haynes. This would be a totally accessible recreation space for all. The area they are currently considering is the almost 3 acre parcel behind the current Senior Center, it would be a community build.

Joe Olenick would be the project manager and the project would be under auspices of the Recreation Department. Ms. Haynes is requesting BOS permission to file the application.

The BOS noted there will be a playground behind the Gus Cauty, this is not to replace that. The next step would be to consult with Town Counsel. Ms. Haynes preferred space would be Teaticket Park, but the type of use allowed should be reviewed with Town Counsel for clarity regarding active or passive recreational use.

Mr. Suso suggested the BOS consider allowing it on or adjacent to the existing senior center parcel and continue dialogue with Jen McKay.

The BOS noted support going forward on the initial part of the process and possible siting funded by a third party.

Mr. Brown supports the concept but is concerned targeting that parcel and it should be more of a public process of what the Senior Center building should be used for once the new Senior Center building is complete.

Ahmed Mustafa, Precinct 4, provided documents to the BOS. He is looking for use of the building to make all veteran's meeting area.

Adrian Dufresne, Precinct 2, noted history of the Senior Center Building was addressed, functional building that we just spent \$200,000 to rehabilitate. He supports Mr. Mustafa's concept.

Chair Moran noted there is no proposal to knock it down, proposal that it be undisturbed. According to Mr. Suso, no one has advocated for demolition of this building.

Ms. English Braga motion to allow the Commission to move forward with this application. Second Mr. Patterson. Vote: Yes-5. No-0.

Mr. Jones motion to approve application with understanding the parking lot and existing senior center building would not be used and would not hinder use of the parking lot. Second Ms. English Braga on the floor that clarifies what was said in the presentation. Vote: Yes-5. No-0.

3. Report/Update – Bikeways Committee

Scott Lindell, Bikeways Committee Chair, stated that Falmouth is a destination for bikers, Town resources have paid for maintenance over last couple years. Every beach has a bike rack, others installed. Issues including how we can better improve bike/pedestrian safety and navigation of the bike path and roads; how can we make accountable progress on the list of 21 safety issues; how we can access state and other funds for addressing safety and other improvements. A power point presentation was used to highlight areas that need attention including improved markings, sightlines, vegetation, and signage in the North Falmouth parking lot. The crosswalk to Goodwill Park was addressed, there is no safe way to go between the bike path and Goodwill Park. Mr. Lindell thanked the BOS for sending the letter. He has a petition with over 300 signatures on the petition and provided it to the BOS.

Peter McConarty, DPW Deputy Director, stated the DPW has a working relationship with the Bikeways Committee, some of the photos shown tonight are older photos and they are replacing signage on the bikeways this week. Bike path cracks were addressed in the spring, but they were not sufficient and they are now looking to have the paving contractor cut out the bumps and repave, likely around August and September. The cracks have been painted before, so that they stick out. It will take about 2-3 days to complete the work and shutting down in season can be a conflict.

Ms. English Braga requested a future agenda item regarding the opportunity to direct folks to activities around town.

Rob Feeler, Precinct 6, works at WHOI and is a year round bike commuter. Taking action to improve biking demonstrates a commitment to safety, improves bike ability, and increases attractiveness of the Town to others. It is time for the BOS to act. Falmouth is unaffordable to staff, being able to commute via bike all over town is a significant benefit.

Ms. English Braga met with the Bikeways Committee when the Town Planner came, she asked that they follow up with him regarding implementing the bike plan.

Pamela Rothstein, Precinct 6, Bikeways Committee Vice Chair, stated that they are all talking about potential of the Town not being reached in bikeways infrastructure. Bikeways committee worked diligently to come up with a plan to be examined and hope the BOS will help them move forward.

Allison Lechen, Precinct 2, Friends of Falmouth Bikeways, asked the BOS to follow through on the letter.

Chair Moran noted the BOS has taken the position to move this forward, they empower the town manager to prioritize it in same manner and provide appropriate staffing. The BOS checks in on status of things, the BOS responds, and every effort make to provide the committee with status.

Pat Johnson, North Falmouth, reviewed the counting figures of the North Falmouth parking lot and provided a document to the BOS.

Mr. Suso commented that several years ago the Town worked with legislatures and secured designation in the environmental bond bill of over \$1 million to major improvements including signage and he remains optimistic that the legislatures can deliver it for us.

4. Discussion of Solar Panel Expansion at Landfill

Mike Galasso, EDIC, updated on the status.

Emma Koziak, Citizens Energy, worked with EDIC on Phase 1. Update on Phase 2 was provided, 2 megawatts, no chance to make that larger due to site. Waiting on interconnection and smart program to open up. She can provide an update once the smart program opens up. Interconnection application was submitted in October, the developer nearby got their application in before them, and Eversource put on the

landfill project on hold until they studied the project in front of them. That project has some permitting hurdles, Eversource representative Robert Smith is aware of the situation and doing best he can to help them move along.

4 megawatts is currently in operation now.

According to Mr. Suso over past 10 days he has been in touch with 3 representatives with Eversource, and is awaiting a response from another individual. This has been very frustrating, why a fully permitted publicly sponsored project should languish beyond one that is not permitted. The public should be given certain courtesies, he would like further clarification.

Mr. Suso will to write a letter to Eversource to bolster efforts taken by Citizens Energy. Mr. Suso's email was forwarded to her by Eversource and got to her, she will let her contacts know. Interconnection process, they are limited in some capacities; when application, the public approval and permitting does not factor into it. This issue has been a big complaint in solar development for years now.

5. Interview, Vote and Appoint Member to Charter Review Committee
Mary Pat Flynn withdrew her application.

Marc Finneran, Precinct 6 stated there is no enforcement in the charter. He has attended meetings and enforcement was eventually added, he had advocated for it. The charter could use a good editing. Mr. Finneran does not see the change of name to Board of Selectors as necessary.

Charlie McCaffrey, Precinct 5, has a substantial interest in the town and involved in the town affairs. He was an urban planner working with various size local governments in NY. He is the Town Representative to the Cape Cod Commission, Chair of the Coastal Resiliency Committee, involved in nonprofits seeing projects to completion including the West Falmouth Library, restoration of Highfield Gardens, and restoration of Nobska Light. This is the 12th largest town in the state and face significant challenges, the Town needs to address complex long term projects in many areas. Improve by reorganizing the Town, citizen participation critical but could be improved. Charter does not set standards, but needs to be more proactive in types of decision making processes and coordinate the decisions. Mr. McCaffrey said he has time to take this on. He would recommend the term Selectpersons.

Mr. Patterson motion to appoint Mr. McCaffrey. Second Mr. Moran. Vote: Yes-5. No-0.

6. Interview, Vote and Appoint Members to Shellfish Advisory Committee

Mr. Chase not available for interview.

Mr. Baker interviewed at last meeting.

Mr. Jones motion to appoint 8 people from this group to make up the committee, the Water Quality Management Committee will add a 9th person. Second Ms. English Braga. Vote: Yes-5. No-0.

Ms. English Braga motion to appoint Mr. Sargent. Second Mr. Jones. Vote: Yes-5. No-0.

Mr. Jones motion to appoint David Baley. Second Ms. English Braga. Vote: Yes-5. No-0.

Mr. Brown motion to appoint Mr. Sylvia. Second Ms. English Braga. Vote: Yes-5. No-0.

Mr. Jones motion to appoint Mr. Heffernan. Second Ms. English Braga. Vote: Yes-5. No-0.

Mr. Patterson motion to appoint Daniel ward. Second Chair Moran. Vote: Yes-5. No-0.

Mr. Patterson motion to appoint Brian Ridgeway. Second Mr. Jones. Vote: Yes-5. No-0.

Mr. Jones motion to appoint Scott Lindell. Second Chair Moran. Vote: Yes-5. No-0.

Mr. Brown motion to appoint Mr. Zweig. Second Mr. Jones. Vote: Yes-5. No-0.

7. Review Proposed *Funding Priorities* and *Review Process* for Falmouth Affordable Housing Fund
Carla Feroni, Falmouth Housing Coordinator, reviewed the 2018 funding priorities in the packet. Application review process was discussed, time limited review process of 60 days. Applications come in , she goes through them and then they are sent out for review and comment. The working group discusses and reviews the applications and makes a recommendation to the Town Manager and then that recommendation is forwarded onto the CPC for their options and comment and then onto the BOS as their trustees. The BOS does not have to act within the 60 days, that timeline is more for Town employee review.

Mr. Jones noted 14 day review by depts. And 5 day review by the Town Manager timely could be problematic. Chair Moran prefers to keep tight goal so that departments get used to that amount of time. Mr. Patterson agrees, the biggest complaint he has heard from developers is the time it takes. If this is not done in time, it is not an automatic.

Funding allocation guideline of up to \$65,000 per unit, that number can be adjusted up or down.

Mr. Galasso, an Affordable Housing Developer, commented that under the application and review process, last paragraph ...the FAHF working group... shall meet with the project applicant. That is an important part to meet with the decision makers. Funding priorities were discussed, it is important to add to provide predevelopment loans to qualified nonprofits for affordable housing.

According to Ms. Feroni, it is fine to have an applicant meet with them but rather than regulating it she would like to say may meet with the working group. Mr. Johnson Staub has no objection, they met with the applicant, not sure how to manage the timelines; if a meeting is mandated it may mean a longer timeline. The BOS would like to include a process to provide an opportunity. The last working group discussion about guidelines, they talked about developing guidelines of loans versus grants, they need to develop the fund more before they do that. Mr. Johnson-Staub noted it is not precluded, it has been done once, but they were unable to get a staff member at these last two meetings who has a banking background and would like more time to work through those details and develop a more thoughtful proposal for the BOS.

Mr. Jones motion approval as submitted. Second Mr. Patterson. Mr. Jones amended his motion to include providing the developer an opportunity to meet with the decision makers. Second Ms. English Braga. Vote: Yes-5. No-0.

8. Discuss and Vote to Establish Number of Constables in Town

Mr. Jones motion to reappoint the eight constables listed in the packet for the terms indicated. Second Ms. English Braga. Vote: Yes-5. No-0.

Ms. English Braga motion approval Harold March to a term ending 6/30/21. Second Mr. Jones. Vote: Yes-5. No-0.

9. Annual Committee Reappointments

Ms. English Braga motion approval as weighers listed in the packet with terms ending 6/30/19. Second Mr. Jones. Vote: Yes-5. No-0.

10. Discussion and Announcement by the Chair of Changes to Public Comment

11. Review/Adopt FY2019 – FY2023 Board of Selectmen Strategic Plan

Postponed review.

12. Discuss and Vote Non-Binding Resolution on Medical Aid in Dying
Correspondence received on this from St. Anthony's church asking for reconsideration.

Mr. Brown feels they represent many, not just one view. Mr. Patterson feels there has not been enough outreach to survey the community. The BOS noted a public hearing was posted on the agenda and it was telling who attended. Mr. Jones noted they are debating reconsideration.

Ms. English Braga motion approval of this language. Second Mr. Jones. Vote: Yes-4. No-0. Abstain-1 Mr. Patterson.

13. Announce November 2018 Annual Town Meeting Schedule

Mr. Patterson motion to move the close the warrant date to 8/31/18. Second Ms. English Braga. Vote: Yes-5. No-0.

Mr. Jones read the motion in the packet. Second Mr. Patterson. Vote: Yes-5. No-0.

14. Announce Next Community Outreach Event

This event will take place on 8/18/18 at 9 am, doors open at 830 am. At St. Anthony's downstairs in the church. Want town meeting members there as well to meet with constituents.

15. Amend Cable Advisory Committee Name and Request to Review Potential Municipal Broadband

Mr. Patterson reported that the working group identified struggles they have had in dealing with Comcast, this should be broadened to the Community Technology Advisory Committee advisor to the BOS and it would bring more people because they are not just looking at cable, but also creating a competitive environment.

Chair Moran said that Mr. Galasso has been getting Open Cape services for businesses and the Cable Advisory Committee became aware of that need. Mr. Galasso noted they are happy to work with the committee to get them involved.

Attorney Duffy attended the meeting and reported that they are an advisory committee to the BOS, the BOS has the power to expand their mandate to review the cable contract. They can add potential municipal broadband.

Ms. English Braga asked to have the language from the committee.

Mr. Jones motion to rename the committee. Communication technology advisory committee is new name. Second Mr. Patterson. Vote: Yes-5. No-0.

16. Minutes of Meetings:

Public Session – July 9, 2018

Mr. Patterson motion approval with edits. Second Ms. English Braga. Vote: Yes-5. No-0.

17. Individual Selectmen's Reports

Mr. Brown:

Attended the East Falmouth Village Association meeting.

Mr. Patterson:

Attended the Coastal Resiliency listening session, representatives from MA provided information to Lt. Governor Polito.

Attended the CPC meeting, which included how housing development applications will be processed and funded. Put it all through the Falmouth affordable housing working group, but state legislation may not give them that authority.

Attended the working group for Falmouth Affordable Housing Fund.

Listening session with secretary housing and development Friday afternoon with reps, about funding local housing development projects.

Chair Moran:

West Falmouth Village Association Meeting.

18. Review of Town Manager's Report

Mr. Suso commented that there has been considerable correspondence regarding the condition of Perch Pond. This area is a prime shellfish area and that impacted the denial of the permit to dredge.

Dredging to the level they want will likely not solve the problem. The BOS asked that this be an agenda item for public discussion and a joint meeting with the Conservation Commission be considered.

19. Review and/or Discuss Correspondence Received-none.

Mr. Jones motion to adjourn at 11:04 pm. Second Ms. English Braga. Vote: Yes-5. No-0.

Respectfully Submitted,

Jennifer Chaves
Recording Secretary

REPORT

TO: Board of Selectmen

FROM: Julian M. Suso

DATE: August 3, 2018

JMSuso

- Selectmen will convene at 6:30PM in executive session to consider the concluded collective bargaining agreement with Police Patrol Officers.
- The Board will be handling a large number of housekeeping items under "Summary of Actions." This also includes a couple of new Special Events for your consideration. All have been reviewed by Town staff.
- Three Public Hearings are on your docket, one a wetlands hearing and a second involving a liquor license. The third is a request "from the Town" for Selectmen's consideration of the required variance for wastewater purposes for the new Senior Center under the Flow Neutral Bylaw. As we have discussed, this is the most recent among a number of such requests which we anticipate to be forthcoming for Main Street area establishments.
- Senior Center Building Committee Chair Jim Vieira will be presenting a routine update from the Committee whose work continues to move forward productively.
- Peter is bringing forward a request to authorize an RFP for the leasing of the Andrews Farm property. As you know, this is the latest step in that discussed and long-anticipated process.
- We are asking the Board to correct an inadvertent oversight, that of determining the actual "staggered" terms of the newly-voted members of the Shellfish Advisory Committee.
- Selectmen are asked to affirm a request for a waiver of building permit fees for the proposed FCTV expansion.
- We have carried forward the review/adoption of the new BOS Strategic Plan to the extent that the Board is comfortable doing so on Monday.
- I am hoping to discuss briefly with members of the Board a proposed, alternative approach to establishing the Board's "annual" meeting dates which would be based upon a preliminary review/discussion we held with Su Moran. Peter, I, Diane and Su have discussed the "set-aside" of a few specific BOS meeting dates at strategic times during the year to deal with important, but time-consuming items which may be best reviewed as an exclusive or nearly-exclusive agenda item for a specific meeting. More to come.