

TOWN OF FALMOUTH
BOARD OF SELECTMEN

AGENDA

MONDAY, OCTOBER 29, 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)(6) – Status/update on potential purchase of Lyberty Green project site

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. Administrative Orders
 - a. Vote to Accept FY2018 Bulletproof Vest Partnership Program Award in the Amount of \$10,255.36
 - b. Vote to Authorize Payment from the Recreation Department Donation Account in the Amount of \$3,955.93 to Anthem Sports LLC for the Purchase of Volleyball Net System
 - c. Vote to Accept Water Main Extension Agreement and Easement – Nye's Park Professional Offices Trust, County Road, North Falmouth
 - d. Affirm Change in Commission on Disabilities CPC Application for Placement of "All People's Playground" at Emerald House Site
 - e. Vote to Approve Lease of Andrews Farm to Geoff Andrews
 - f. Authorize Application for Mass. Seaport Economic Council for Grant Funding Support in the Reconstruction of the Iselin Dock and Adjacent Area in Woods Hole in Collaboration with Woods Hole Oceanographic Institution (WHOI)

PUBLIC HEARINGS

7:30 p.m.

1. Fee Hearing – Police Department Fingerprint Processing Fees

7:45 p.m.

2. Continuation of Fee Hearing – 2019 Town Department Fees

8:00 p.m. BUSINESS

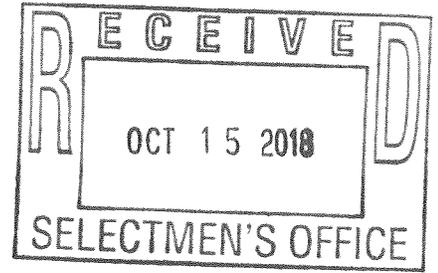
1. Report – Board of Health
2. Report/Update on Beach Rules
3. Presentation – Cape Light Compact, Maggie Downey
4. Presentation – Regional Policy Plan Draft – Cape Cod Commission, Kristy Senatori
5. Presentation/Discussion on Potential Vacating of Portions of Great Bay Road
6. Presentation on Locustfield Affordable Housing Local Initiative Program Application

7. Minutes of Meetings:
Public Session – October 1, 2018
8. Individual Selectmen's Reports
9. Review of Town Manager's Report
10. Review and/or Discuss Correspondence Received

Susan L. Moran, Chairman
Board of Selectmen



Falmouth Police Department
Chief Edward A. Dunne



October 12, 2018

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

Subject: Acceptance of FY 2018 Bulletproof Vest Partnership = \$10,255.36

Dear Board of Selectmen:

We have been designated to receive an award under the Fiscal Year 2018 Bulletproof Vest Partnership Program in the amount of \$10,255.36. We are requesting that the Board of Selectmen formally accept this award.

The FY 2018 award may be used for National Institute of Justice (NIJ) compliant armored vests which were ordered after April 1, 2018. The deadline to request payments from the FY 2018 award is August 31, 2020, or until all available funds have been requested. We have certified that a mandatory wear policy for vests is in place for our jurisdiction, a requirement of the Bulletproof Vest Partnership Program.

Thank you in advance for your attention to this matter.

Sincerely,

Edward A. Dunne
Chief of Police



Anthem Sports, LLC
 2 Extrusion Dr.
 Pawcatuck, CT 06379

Phone	Fax
800-688-6709	860-599-8448
www.anthem-sports.com	

Invoice

Date	Invoice #
10/11/18	231308

Bill To:
Town of Falmouth Accounts Payable 790 Main Street Falmouth, MA 02540

Ship To:
Town of Falmouth Joe Olenick 790 Main St. Falmouth, MA 02540 774-263-3476

P.O. Number	Terms	Rep	SO#	Order Date	
	Net 30	AZ	75423	9/14/18	
Anthem Part #	Description	Qty	U/M	Price	Amount
A25-125	Jaypro PVB-2500 2nd floor Net System Pad color: MAROON	1	sys	2,795.00	2,795.00
A22-207-CT	BB-MISC- Base Modification- Adjust hold down knobs to 15 1/4" center to center- See Doug Morrow for reference	2		50.00	100.00
A25-001	Jaypro Base Pads Color: MAROON	1	pr	288.96	288.96
A11-282	Youth Goal & Net, 4' x 6'	5	ea	110.46	552.30
1	Shipping & Handling	1		219.67	219.67

DEPT # 01-630
 VENDOR # 221
 ACCT. # 01-630-6002
 AMT 3,955.93

Note: Anthem does not collect Sales Tax outside the state of CT

Please make checks payable to Anthem Sports, LLC
 Please write invoice number on check.

We appreciate your business!

Sales Tax (0.0%)	\$0.00
Total	\$3,955.93
Payments/Credits	\$0.00
Balance Due	\$3,955.93

WATER MAIN EXTENSION AGREEMENT AND EASEMENT
COUNTY ROAD, NORTH FALMOUTH
BARNSTABLE COUNTY, MASSACHUSETTS

Introduction

This is an agreement by and between the undersigned Trustees of the Nye's Park Professional Offices Trust, (the Grantor) and the Town of Falmouth (the Grantee) acting by and through its Water Division of the Department of Public Works (hereinafter referred to as the Water Division) a municipal organization, of 59 Town Hall Square, Falmouth, Massachusetts, regarding the installation and maintenance of a water service for the Grantor's property on County Road in North Falmouth, Barnstable County, Massachusetts being shown as Lot 10 on Land Court Plan 11332-H (the "Land"). The background of this agreement is as follows:

WHEREAS, the Grantor has filed with the Water Division a plan of a water supply system to be installed beneath the Land to serve dwelling units on the Land, said plan having been prepared by BSS Design Engineering & Surveying on July 19, 2018, which plan was approved by the Water Division on _____ (the Plan), a copy of which is attached hereto as Exhibit A; and

WHEREAS, the Town of Falmouth has authorized the extension of its water service beneath the Land from the existing water main at County Road to be installed as approved by the Water Division within the "10' Wide Water Easement" as shown on the Plan (the "Easement Area").

Agreement

NOW, THEREFORE, the Grantor and the Town of Falmouth covenant and agree as follows:

1. The Grantor will without any cost or expense to said Town of Falmouth, lay, construct, make, furnish, supply and install a water service, according to specifications approved by the Water Division and to its entire approval and satisfaction, from the existing water main on County Road, in, through, under, across and along the Easement Area shown on the aforesaid plan.
2. It is agreed that during such constructions and laying of the water service as contemplated herein and hereby, the Water Division, and its duly appointed agents or representatives, shall have the right to inspect and to determine whether or not the rules and regulations and specifications of said Town of Falmouth are hereby complied with.

3. It is further agreed and understood that there will be no change in the grade of the Land in which said water service is laid without the prior written approval of the Water Division and that in the event that there is any change made to the grade of the Land after the water service has been laid and installed therein as herein contemplated and provided, that the undersigned, and/or their successors in the record title thereto, will pay the entire costs of relocating any water mains or pipes that may become necessary by virtue of any such change in the grade.
4. That Grantor will not authorize nor permit to be laid any underground telephone or electric wires or cables in said Easement Area within five (5) feet of any water service in the Easement Area and that in the event of any violation of this covenant, that such offending installation will be moved without any cost or expense to the Town of Falmouth. .
5. In the event of nonpayment when due of any bill or charge associated with the water service installed pursuant to this Agreement, Grantee may enter onto the Land for the purpose of turning off the service by means of such curb stops as may be installed within the Easement Area. Upon payment of any outstanding charge or amount due, the Grantee will promptly activate the water service so that it is available for use.

For title reference see deed recorded at the Barnstable County Registry District of the Land Court Certificate of Title No. C-273 .

[Signature Pages Follow]

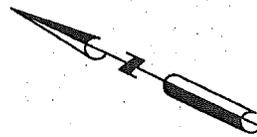
BSS

DESIGN

ENGINEERING
& SURVEYING

www.bssdesign.com

BSS Design, Incorporated
164 Katharine Lee Bates Rd
Falmouth Massachusetts 02540
508.540.8805 FAX 508.548.8313



PROPERTY LINE

LOT 10
LAND COURT PLAN 11332 H

10' WIDE
WATER
EASEMENT

10' WIDE
WATER
EASEMENT

BUILDING
111 COUNTY ROAD

COUNTY ROAD

SKETCH PLAN
OF
WATER EASEMENT
PREPARED FOR
JOHNSON HOMES, INC.

107 - 111 COUNTY ROAD
NORTH FALMOUTH, MASSACHUSETTS

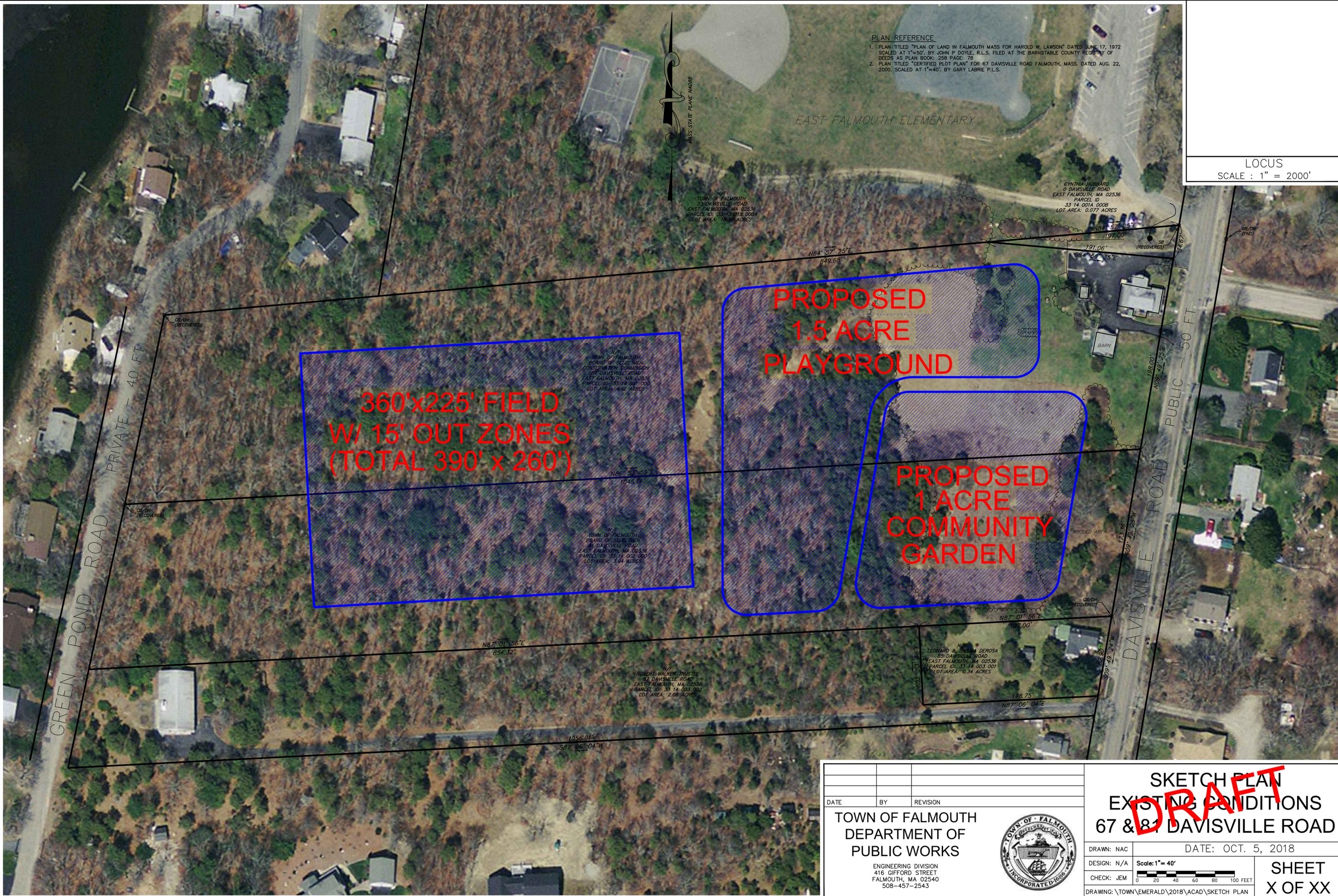
scale 1" = 30'

date JULY 19, 2018

drawn EJP

job number 11017

dwg number P25-104



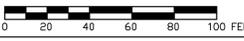
PLAN REFERENCE
 1. PLAN TITLED "PLAN OF LAND IN FALMOUTH MASS FOR HAROLD W. LAWSON" DATED JUNE 17, 1972 SCALED AT 1"=50', BY JOHN P DOYLE, R.L.S. FILED AT THE BARNSTABLE COUNTY REGISTRY OF DEEDS AS PLAN BOOK: 258 PAGE: 78
 2. PLAN TITLED "CERTIFIED PLOT PLAN" FOR 67 DAVISVILLE ROAD FALMOUTH, MASS. DATED AUG. 22, 2000. SCALED AT 1"=40', BY GARY LABRIE P.L.S.

LOCUS
 SCALE : 1" = 2000'

**360'x225' FIELD
 W/ 15' OUT ZONES
 (TOTAL 390' x 260')**

**PROPOSED
 1.5 ACRE
 PLAYGROUND**

**PROPOSED
 1 ACRE
 COMMUNITY
 GARDEN**

DATE			BY			REVISION		
TOWN OF FALMOUTH DEPARTMENT OF PUBLIC WORKS								
ENGINEERING DIVISION 416 GIFFORD STREET FALMOUTH, MA 02540 508-457-2543								
DRAWN: NAC						DATE: OCT. 5, 2018		
DESIGN: N/A						Scale: 1" = 40'		
CHECK: JEM								
DRAWING: \TOWN\EMERALD\2018\ACAD\SKETCH PLAN						SHEET X OF XX		

**SKETCH PLAN
 EXISTING CONDITIONS
 67 & 81 DAVISVILLE ROAD**



- PLAN REFERENCE
1. PLAN TITLED "PLAN OF LAND IN FALMOUTH MASS FOR HAROLD W. LAWSON" DATED JUNE 17, 1972 SCALED AT 1"=50', BY JOHN P. DOYLE, R.L.S. FILED AT THE BARNSTABLE COUNTY REGISTRY OF DEEDS AS PLAN BOOK: 258 PAGE: 78
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EAST FALMOUTH ELEMENTARY

LOCUS
SCALE : 1" = 2000'

N/F
TOWN OF FALMOUTH
33 DAVISVILLE ROAD
EAST FALMOUTH, MA 02536
PARCEL ID: 33 13 015 000A
LOT AREA: 18.38 ACRES

N/F
CYNTHIA HUBBARD
0 DAVISVILLE ROAD
EAST FALMOUTH, MA 02536
PARCEL ID
33 14 001A 000B
LOT AREA: 0.077 ACRES

N/F
TOWN OF FALMOUTH
BOARD OF SELECTMEN
CONSERVATION COMMISSION
67 DAVISVILLE ROAD
EAST FALMOUTH, MA 02536
PARCEL ID: 33 14 001 000
LOT AREA: 4.92 ACRES

N/F
TOWN OF FALMOUTH
BOARD OF SELECTMEN
81 DAVISVILLE ROAD
EAST FALMOUTH, MA 02536
PARCEL ID: 33 14 002 000
LOT AREA: 3.94 ACRES

N/F
ROBERT WALKER TRUSTEE
87 DAVISVILLE ROAD
EAST FALMOUTH, MA 02536
PARCEL ID: 33 14 003 002
LOT AREA: 2.08 ACRES

N/F
LEONARD & HELMA DEROSA
85 DAVISVILLE ROAD
EAST FALMOUTH, MA 02536
PARCEL ID: 33 14 003 001
LOT AREA: 0.34 ACRES

**360'x225' FIELD
W/ 15' OUT ZONES
(TOTAL 390' x 260')**

**PROPOSED
1.5 ACRE
PLAYGROUND**

**PROPOSED
1 ACRE
COMMUNITY
GARDEN**

GREEN POND ROAD
PRIVATE - 40 FT

DAVISVILLE ROAD
PUBLIC - 50 FT

DATE	BY	REVISION

TOWN OF FALMOUTH
DEPARTMENT OF
PUBLIC WORKS

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



**SKETCH PLAN
EXISTING CONDITIONS
67 & 81 DAVISVILLE ROAD**

DRAFT

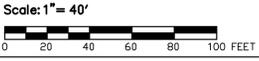
DRAWN: NAC DATE: OCT. 5, 2018

DESIGN: N/A Scale: 1" = 40'

CHECK: JEM

DRAWING: \TOWN\EMERALD\2018\ACAD\SKETCH PLAN

**SHEET
X OF XX**



Diane Davidson

From: Peter Johnson-Staub <peter.jstaub@falmouthmass.us>
Sent: Friday, October 19, 2018 9:44 AM
To: Diane Davidson
Subject: FW: Andrews Farm Lease Award
Attachments: Evaluation Criteria.pdf; Lease - Andrews Farm FINAL 10-12-2018.pdf

Diane,

Could you please add to the following to BOS Agenda - Administrative Orders:

Vote to approve lease of Andrews Farm to Geoff Andrews

Please include the email below and the attachments in the Selectmen Packet.

Thank you,
Peter

Peter Johnson-Staub
Assistant Town Manager
Town of Falmouth, MA
P: 508-495-7320

<http://www.falmouthmass.us>

Kindly Remember that under MA General Laws most email correspondence is deemed a public record.

From: Julian Suso [mailto:jsuso@falmouthmass.us]
Sent: Thursday, October 18, 2018 4:50 PM
To: 'Selectmen' <selectmen@falmouthmass.us>
Cc: Peter Johnson Staub <peter.jstaub@falmouthmass.us>; Frank Duffy <fduffy@falmouthmass.us>; Patricia Harris <pharris@falmouthmass.us>; Jennifer Petit <jpetit@falmouthmass.us>
Subject: Andrews Farm Lease Award

Dear Board Members,

I am pleased to advise that we received two excellent proposals in response to the "Request for Proposals" (RFP) for the lease of Andrews Farm. These two proposals were evaluated by a committee which I appointed which included the following persons:

- Karen Schwalbe – Agricultural Commission Chair
- Jennifer McKay – representing the Conservation Commission (which currently has care and control of the Andrews Farm parcels)
- Russel Norton – Barnstable County Extension. Mr. Norton has experience managing farm leases on behalf of Barnstable County
- Jennifer Petit – Finance Director
- Peter Johnson-Staub – Assistant Town Manager

This evaluation committee unanimously rated the proposal submitted by Geoff Andrews as the most advantageous based upon the criteria articulated in the RFP. As we have discussed, the primary objective of this RFP was to identify

the proposal most likely to be financially and operationally viable for the term of the lease. The committee cited Mr. Andrews demonstrated success managing this very farm parcel and a finance plan that does not rely upon “optimistic” revenue assumptions nor require any third-party financing. I have accepted the committee’s recommendation. Mr. Andrews has agreed to the terms of the attached lease.

Some highlights of this lease and the proposal are identified below.

- Premises: 394 Old Meeting House Road lot and the two farm parcels (note – the 398 Old Meeting House Road lot is not included in the lease but the Tenant is afforded access to the outbuildings until October 1, 2020)
- Term: 5 years with an option to extend an additional 15 years subject to the approval of the Town
- Rent: \$1
- Town Subsidy for outbuildings and equipment: \$0 (note that the Town is obligated to maintain the existing ranch house at 394 Old Meeting House Road in habitable condition per applicable law. Funds for needed repairs are included in the capital article for the upcoming November Town Meeting)
- Full compliance with the applicable Conservation Restriction and maintenance of open space access trails
- Environmentally sensitive farm practices – participation in Massachusetts “Partners with Nature Program;” no herbicides to be used
- Operation of the existing farm stand from June 10th to November 1
- Approximately 3 acres offered for community garden through partnership with Farming Falmouth, Inc. to remove woody vegetation and invasive species

We will seek the Board of Selectmen’s consent to award the attached lease at your upcoming business meeting on October 29, 2018 and look forward to addressing any questions that you may have. I also want to extend my thanks and appreciation to Peter Johnson-Staub for his excellent work in diligently stewarding this challenging process to this important point! Thank you.

Julian

Evaluation Criteria from RFP

VI. Proposal Evaluation

1. Rule for Award: The most advantageous proposal from a responsive and responsible proposer, taking into consideration all Comparative Evaluation Criteria set forth below, will be selected. An Evaluation Committee, appointed by the Town Manager, will review all proposals and 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 informalities as defined by Chapter 30B or allow the proposer to correct them. The Evaluation Committee shall assign a composite rating to each proposal and submit the ratings to the Town Manager. 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 bans 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 bans, 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 bans or cash reserves of at least \$5,000

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 Request for Proposals for Lease of Tony Andrews Farm for Agricultural Purposes dated August 15, 2018 and the Tenant's Proposal dated September 19, 2018 are incorporated by reference herein and made a part of this 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: Geoff Andrews
5. Tenant's Address: 394 Old Meeting House Rd, East Falmouth, MA 02536
6. Farmer/Caretaker: Geoff Andrews
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 November 1, 2023, unless extended pursuant to this Lease.

9. Term Commencement Date: The date of Lease.
10. Rent Commencement Date: The Term Commencement Date.
11. Termination Date: November 1, 2023, unless extended pursuant to this Lease.
12. Base Rent: \$1.00 annually. 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: \$5,000

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 fifteen (15) 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 not 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. It is noted that the Town of Falmouth does not assess personal property taxes on agricultural land owned by the Town. 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

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 and shall not use State Restricted Use Products as defined by the MA Department of Agricultural Resources. 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 all of tenant's farm equipment, agricultural goods, agricultural fertilizers and pesticides, agricultural waste, all manmade materials and debris, and any new structures and foundations installed by Tenant during the term of this lease. 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, other than new structures and foundations as described in Article VI, 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 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 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 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: Geoff Andrews
17. Tenant's Address: 394 Old Meeting House Rd, East Falmouth, MA 02536
5. Farmer/Caretaker: Geoff Andrews
6. 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.
7. Lease Term: The period commencing as of the Term Commencement Date and ending as of November 1, 2023, unless extended pursuant to this Lease.
8. Term Commencement Date: The date of Lease.
9. Rent Commencement Date: The Term Commencement Date.
10. Termination Date: November 1, 2023, unless extended pursuant to this Lease.
11. Base Rent: \$1.00 annually. 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.
12. 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.
13. 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.
14. Broker(s): None.
15. Security Deposit: None.

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 fifteen (15) 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 responsible for all maintenance and upkeep and shall not allow any trash or rubbish to accumulate on the Demised Residential Premises during the Lease Term. Further Tenant shall be responsible for repairs of all Tenant caused damage to the Demised Residential Premises during the Lease Term, including any damage caused by the Tenant’s employees, agents, contracts, guests and invitees.
- 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) 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 and shall remove all of tenant’s farm equipment, agricultural goods, agricultural fertilizers and pesticides, agricultural waste, all manmade materials and debris, and any new structures and foundations installed by Tenant during the term of this lease..

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, other than new structures and foundations as described in Article VI, 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) 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 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 :

Geoff Andrews
394 Old Meeting House Rd
East Falmouth, MA 02536

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: _____

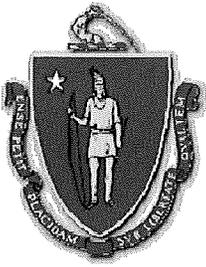
Geoff Andrews

LANDLORD

Town of Falmouth

By: _____

Julian Suso, Town Manager



Commonwealth of Massachusetts

Seaport Economic Council

93 State Pier

New Bedford, Massachusetts 02740

508-999-3030

CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR
COUNCIL CHAIRWOMAN

CAROLYN A. KIRK
ACTING EXECUTIVE SECRETARY

SEAPORT ECONOMIC COUNCIL PROGRAM

2018 APPLICATION

Applications are accepted throughout the year on a rolling basis. Applications shall be reviewed by a committee of Port Professionals (the "Committee") which is designated by the Chair of the Council. Port Professionals will be representative of coastal communities and will be comprised of subject matter experts in economic development in coastal communities, and the development of sustainable, resilient coastal and marine assets.

Requests for funds that are both ready for assessment by the Committee and ready for implementation will be referred to the Committee. The Committee, with appropriate administrative and technical support from agencies of the Commonwealth, will assess all requests for funds referred to it, and shall make recommendations to the Council.

1. APPLICANT INFORMATION – Primary Applicant

1.1: Name of Municipality or Public Entity: **Town of Falmouth** _____

1.2: Executive Officer or Designee for Project: **Julian Suso** _____

1.3: Application Contact (if different from above): _____

1.4: Title: **Town Manager** _____

1.5: Address: **59 Town Hall Square** _____

1.6: City: **Falmouth** _____

1.7: State: **MA** _____

1.8: ZIP: **02540** _____

1.9: Phone: **508-495-7320** _____

1.10: Fax: **508-457-2573** _____

1.11: E-mail Address: **jsuso@falmouthma.us** _____

2. APPLICANT INFORMATION – Co-Applicant

2.1: Name of Entity: **Woods Hole Oceanographic Institution**_____

2.2: Executive Officer or Designee for Project: **Robert Munier**_____

2.3: Application Contact (if different from above): _____

2.4: Title: **Vice President for Marine Facilities & Operations**_____

2.5: Address: **266 Woods Hole Rd. MS# 37**_____

2.6: City: **Woods Hole**_____

2.7: State: **MA**_____

2.8: ZIP: **02543-1050**_____

2.9: Phone: **508-289-3335**_____

2.10: Fax: _____

2.11: E-mail Address: **rmunier@whoi.edu**_____

3. PROJECT TYPE - Please select one of the following project types that best describes your project:

- Innovation Grants:** Innovation Grants function as a resource to invest in innovative ideas and projects that promote job creation and economic growth within the maritime sector, which is broadly defined to include: shipping and trade; marine science and technology; coastal recreation and tourism; ocean-based clean energy initiatives; and the seafood industry.
- Grants to Public Education Institutions:** Grants to Public Education Institutions range from fostering awareness about the coastal assets and maritime traditions of the Commonwealth to investing in transformative public/private collaborations. Public education institutions that offer curriculum within the scope of pre-k through higher education are eligible to apply for this grant.
- Local Maritime Economic Development Planning Grants:** It is recognized that coastal communities vary in size and scope from deep-water port cities to small beach towns. These grants provide capacity for coastal communities to explore their unique advantages and generate economic development plans which help them realize their full potential, grow jobs, and maximize the maritime economic sector for their community.
- Maritime Economic Sector Strategy Grants:** Section 3 of the Executive Order governing the Seaport Economic Council articulates the Commonwealth’s role in promoting and growing the maritime economic sector and it is anticipated that from time to time investments will be made in order to fulfil this charge.
- Supportive Coastal Infrastructure Project Grants:** Supportive Coastal Infrastructure Project Grants are available when, in order to fulfill the job or economic growth potential within a coastal community, investments may need to be made in coastal infrastructure to achieve these aims. Best available science and information regarding potential threats to coastal communities from sea level rise and extreme weather events will be used to evaluate and improve the sustainability and resilience of projects in which the Council invests.

4. PROJECT OVERVIEW – Please provide an overview of the project.

Description should include an explanation of the uses for which this grant is being requested. Please provide a concise explanation of how the project will advance the host community's maritime economy objectives. The most competitive applications will demonstrate the value of the project to the community, with a clear articulation of the vision, goals and outcomes of the project along with process to engage partners and stakeholders.

Woods Hole is a mecca for marine science, exploration and related activities in the northeast. The village of Woods Hole in the town of Falmouth is home to Woods Hole Oceanographic Institution (WHOI), the world's largest independent non-profit organization dedicated to ocean research, exploration, and education.

In addition to WHOI, the community is home to the National Oceanic and Atmospheric Administration's Northeast Marine Fisheries, the Marine Biological Laboratory, Sea Education Association, the US Geological Survey, the US Coast Guard, the Woods Hole Research Center and the Steamship Authority. There are also dozens of marine technology companies in the Falmouth area such as Hydroid and Teledyne Webb. It is an epicenter for Massachusetts' Blue Economy – there is no other concentration of marine activity like it in the United States.

The direct economic impact of activities from these organizations easily exceeds \$400 million per year. Woods Hole Oceanographic Institution is the largest of these institutions, with annual budget of more than \$225 million, 950 employees and another 500 affiliates including graduate students, post-docs, interns and guest investigators.

The Town of Falmouth and co-applicant WHOI are seeking this grant as part of a plan to construct a state-of-the-art marine research complex. The vision for this complex is to create a next-generation, world-class and sea-level adjustable wharf with a marine research building. This complex would greatly benefit Woods Hole and Falmouth communities, as well as the entire Massachusetts Blue Economy well into the 21st Century.

The concept of the complex project began after WHOI completed and shared a Feasibility Study with Falmouth officials that recommended a marine research complex as the replacement for the current Iselin dock facility. This Feasibility Study resulted from a Seaport Economic Council grant awarded in February 2017 that allowed Falmouth and WHOI to do a preliminary design that specified the considerations needed for the new complex.

The Feasibility Study developed a “road map” for creating this marine research complex and redeveloping Woods Hole's access to the ocean. By moving forward with this project, WHOI and Falmouth can effectively transition from the current dock facility that requires significant maintenance and at the end of its 50-year design life. We want to ensure that Woods Hole and Falmouth can keep and grow jobs, unlock the full economic potential of the Blue Economy, and not lose access to research vessels, marine technology operations, and their associated commercial and educational activities.

The current Iselin dock and its facilities support more than \$50 million of direct economic activity. It includes an acre-large dock with a scientific and engineering test well, a 10,000-square-foot fabrication shop and a scientific diving operation, and other marine research related buildings. The acre-large dock provides direct deep-water access to Buzzards Bay and Vineyard Sound for submersible testing and coastal oceanography, serves as the homeport for the Navy-owned, WHOI-operated research vessels *Atlantis* and *Neil Armstrong* and the WHOI coastal research vessel *Tioga*. This dock is constantly used by other private and government-owned research vessels, all of which contribute millions of dollars annually to the local economy.

The facility is the staging area for the coastal and global ocean observing arrays, part of the National Science Foundation's \$300 million investment in the Ocean Observatories Initiative. This initiative is a long-term

program to provide up to 30 years of sustained ocean measurements in order to achieve a better understanding and management of our oceans, and enhance our capabilities of addressing critical issues such as climate change, ecosystem variability and ocean acidification.

Industries such as marine robotics require deep-water accessible docking facilities and buildings for manufacturing prototype devices. WHOI's Center for Marine Robotics, supported by the Massachusetts Technology Collaborative, has become a new source of opportunity – educational, research, economic development – for Falmouth and the Cape Cod region. The Center for Marine Robotics uses the current dock and buildings for research facilities and water access. The new marine research complex will help Massachusetts compete for this growing industry, especially as states like Rhode Island are considering ways to invest in public infrastructure that will attract the research, companies and jobs attached the marine robotics sector.

The town of Falmouth and WHOI have been working very closely to ensure that all stakeholders are part of the process to address the marine research needs in the town. An ad-hoc working committee was formed in 2016 to preserve and enhance public purposes. Currently, the Iselin dock is used for summer walking tours and public events for those interested in oceanography and ocean engineering. WHOI's R/V *Tioga* is used by teachers and students for training and observation of oceanography in action. The non-profit Zephyr Education uses Iselin Dock to host student groups, and more than 350 students tour the dock each summer. The Sea Education Association uses the waterfront and dock as the summer home port for its tall ship *Corwith Cramer*.

The new complex will complement the goals set forth in the Town of Falmouth's 2016 Master Plan, particularly by providing better public access and use – in coordination with the town – as well as coastal resiliency measures. Economic sustainability is a key consideration in Falmouth's Master Plan. The plan describes how the town wants to ensure the “economy is sustainable, resilient, adaptable and innovative to maximize the quality of life.”

Because this new complex will be built to adapt to sea level rise, its design can help Falmouth adapt its public use facilities for sea level rise in the years to come. This process will include a comprehensive assessment of other waterfront developments that have incorporated sea level rise adaptability into their designs. Falmouth and WHOI will engage the local Woods Hole community to consider sea level rise by hosting informal meetings, expert panels and other public engagement methods to inform and gain input. We want our efforts incorporating sea level rise into these construction plans to be a model for other communities throughout the state and nation that will be building facilities on or adjacent to the ocean.

Practically speaking, funding from the grant will enable Falmouth and WHOI to conduct the necessary data gathering for engineering needs, conduct site investigations that are required to inform the chosen design and permitting requirements, and initiate the permitting process.

There are a number of key outcomes resulting from this grant. The town of Falmouth and WHOI will begin the permitting and engineering work necessary for the new complex. The results will include a preliminary dock/wharf design and conceptual building design based on the engineering recommendations Falmouth and WHOI receive during this process. Falmouth and WHOI will determine the permit applications (local, state, federal) needed for construction and begin the process of engaging permitting authorities about these plans.

Falmouth and WHOI, as they did with its feasibility study, will deliver a report describing the decisions for the key construction options including design life, dock configuration, deck height, test well location and building

size. All of this will be done in cooperation and close coordination between Falmouth town officials and WHOI's vice president of facilities.

Creating this state-of-the-art complex is vital to the economic health of Woods Hole, Falmouth and the entire Massachusetts Blue Economy. State funding at this critical juncture will keep this project moving ahead and signal the commitment Massachusetts is making to the federal agencies that primarily fund the marine research work that happens in Woods Hole and Falmouth. Continued progress on the new complex will give federal agencies that currently fund work in the state assurances that Massachusetts wants to lead the way in 21st Century marine research and economic development efforts.

5. COMMUNITY COMPACT – (For info, please visit www.mass.gov/ccp)

5.1: Is your community engaged, or in the process of engaging in a Community Compact with the Commonwealth?
 Yes No

5.1b: If yes, please provide the status of your Community Compact.

On January 12, 2017, Lt. Governor Polito signed a Community Compact with Falmouth.

10. PROJECT DETAIL – Supportive Coastal Infrastructure Project Grant

10.1: Amount of funds requested: **\$1,000,000**

10.2: Name of proposed project: **Marine Research Complex**

10.3: Project site address: **86 Water Street, Woods Hole**

10.4: Is the project site publicly owned? **No**

10.5: Describe type of ownership (select all that apply). **Other**

10.5b: If other, please explain.

WHOI operates the current Iselin Dock for its research needs and the needs of additional organizations that utilize the dock facility. WHOI works closely with the town of Falmouth to ensure that all use is approved by the town and the town's needs are addressed in relation to dock access and public use.

10.6: If not currently public, will the site be publicly owned by the project start date? **No**

10.6b: If not, please explain and include details about the nature, timing, and mechanism of the public acquisition. _____

10.7: Is the project seeking other sources of public funds? **Yes**

The town of Falmouth and WHOI have talked state officials and local elected officials about sources of public infrastructure funding that be used towards the core infrastructure of the project.

10.8: Has the project been subject of a local public hearing?

10.9: Will the project be ready to proceed with construction in the upcoming construction season? **No**

10.10 Is the project consistent with the community’s Harbor Plan, DPA Master Plan or other waterfront planning documents that have received public scrutiny and input? **Yes**

10.11 What is the current project status? Check one.

No work complete

Initial feasibility including assessment of impacts of rising sea levels and extreme weather events

Design/Engineering complete

Permits acquired

Construction started

10.12 Please provide a list of all permits and other actions required for this project, the current status of those permits, and the timeframe in which the permits will be obtained. Please specify all required local permits and the status of each.

The town of Falmouth and WHOI will determine all of the local, state and federal permits required for this project.

Required Permit / Action Filing/Request Date Anticipated Date of Issuance

Environmental Notification Form

Notice of Intent

Water Quality Certificate

Chapter 91 Permit

CZM Consistency Certification

Other:

Other:

Other:

Other:

10.13 Please provide maps, photographs or other graphics which delineate the project site and its context.

The attached Feasibility Study provides details on the new complex.

10.14: Budget and Sources

Please identify all sources of funding to support the proposed project, including the total requested for a Seaport Economic Council grant. Please specify whether each funding source is secured or currently pending approval.
Source Total Secured/Pending Additional Details

Seaport Economic Council*	\$1,000,000
Municipality	In-kind (\$12,000 – 15,000 in-kind services for town planning, permitting recommendations, etc.)
Federal	
Other	WHOI will be providing at least \$250,000 towards this project, and is committed to covering additional costs as part of this portion of the project.
Total Budget	\$1,250,000

*Please indicate source of matching funds (20% of overall project funding request required)

10.15: Please provide a breakdown of the project budget. This should include the cost of each element of the project (feasibility, survey, permitting, design, bid, construction oversight, construction, etc.) and should not be limited to the work that will be covered by Seaport Council funding. The table should indicate if the cost listed is an estimate or if the work has been bid. The table should also indicate if Seaport funds will be used for each element of work listed.

Action Total Cost Funding Source Status of Funding Source (secured or unsecured)

- Feasibility
- Survey
- Permitting
- Design/Engineering
- Construction
- Other

10.16 Please provide a project schedule and anticipated project milestones for the coastal infrastructure project for which the community is seeking grant assistance.

Milestone Start Date End Date

- Feasibility
- Survey
- Permitting
- Design/Engineering
- Bid/Contract
- Start Construction
- 25% Construction
- 50% Construction
- 75% Construction
- 100% Construction

10.17 Describe how this proposal for a coastal infrastructure grant supports the maritime objectives of your community.

The 2016 Master Plan for the town of Falmouth identifies coastal resiliency and economic sustainability as key considerations for the town's future.

The new complex will complement the goals set forth in the Master Plan, particularly by providing better public access and use – in coordination with the town – as well as coastal resiliency measures. This complex will be an adaptable marine research center built for sea level rise, with a design life of 50 to 100 years. We want to use the design principals of this complex as a model for how additional marine centers and facilities in Massachusetts can be constructed with sea level rise as a design factor.

Economic sustainability is also a key consideration in Falmouth's Master Plan. The plan describes how the town wants to ensure the "economy is sustainable, resilient, adaptable and innovative to maximize the quality of life." By constructing this new complex, Falmouth can effectively transition from the current dock facility that is at the end of its 50-year design life.

The creation of this complex will help maintain, and expand, Falmouth's role as a maritime hub with world class resources available for public use. This project will become a key part of the economic engine and provide sustainability for the Woods Hole marine science ecosystem. The town's academic and intellectual community, especially centered around the ocean, is a vital part of its culture. By creating this complex, Falmouth will be able to ensure that connections will remain and grow across the Commonwealth, the United States and internationally.

The ship operations at the current Iselin Dock facility employs 135 people and generates more than \$25 million in business activity annually. During vessel port calls, WHOI engages a variety of vendors who supply fuel, food, spare parts and services. Most of these vendors are located in southeastern Massachusetts. Likewise, visiting ships also generate significant demand for local services, and provide funding for the dock's use.

WHOI's submersible activities at the current dock facility employ 50 people and generate \$20 million of activity annually. These activities utilize waterfront laboratory and high bay shop spaces to enable direct access to the sea either from the dock or via research vessels for testing and deployment. In addition to obtaining support from local suppliers, our submersible laboratories collaborate with local businesses and other academic institutions.

The current dock facility is home to the Center for Marine Robotics. This Center is a unique collaboration that is helping Massachusetts companies in the growing marine robotics sector. The Center's waterfront operations include "Dunkworks" a one-of-a-kind advanced manufacturing center that hosts internal and external users for rapid prototyping of new technologies. The autonomous underwater vehicle market is particularly dynamic and growing, estimated to be more than \$100 million per year in Massachusetts.

Additional research institutions such as the Marine Biologics Laboratory and companies – large and small – rely on the current dock facility for research needs and ocean access. It is important to make sure these institutions and companies stay and grow in Massachusetts, and not have to search elsewhere to meet their business needs.

10.18: Project Success

How will it be determined that the project is successful? What are the intended measureable outcomes?

This grant will allow the town of Falmouth and WHOI to take advantage of the recommendations from the 2018 Feasibility Study and move ahead with the next steps towards construction. This grant will allow Falmouth and WHOI to continue working with communities interests to ensure that public access and public use are part of the final plans for the new complex.

The deliverables for this project will include a report describing the decisions needed for different complex options including design life, dock configuration, deck height, test well location and building size. This project will result in a preliminary dock design and a conceptual building design. Falmouth and WHOI will determine all of the permits (local, state, federal) will be needed for the application with a timeline to apply for and secure these permits. Falmouth and WHOI will also be able to document its coastal resiliency program and conduct outreach to stakeholders in this process.

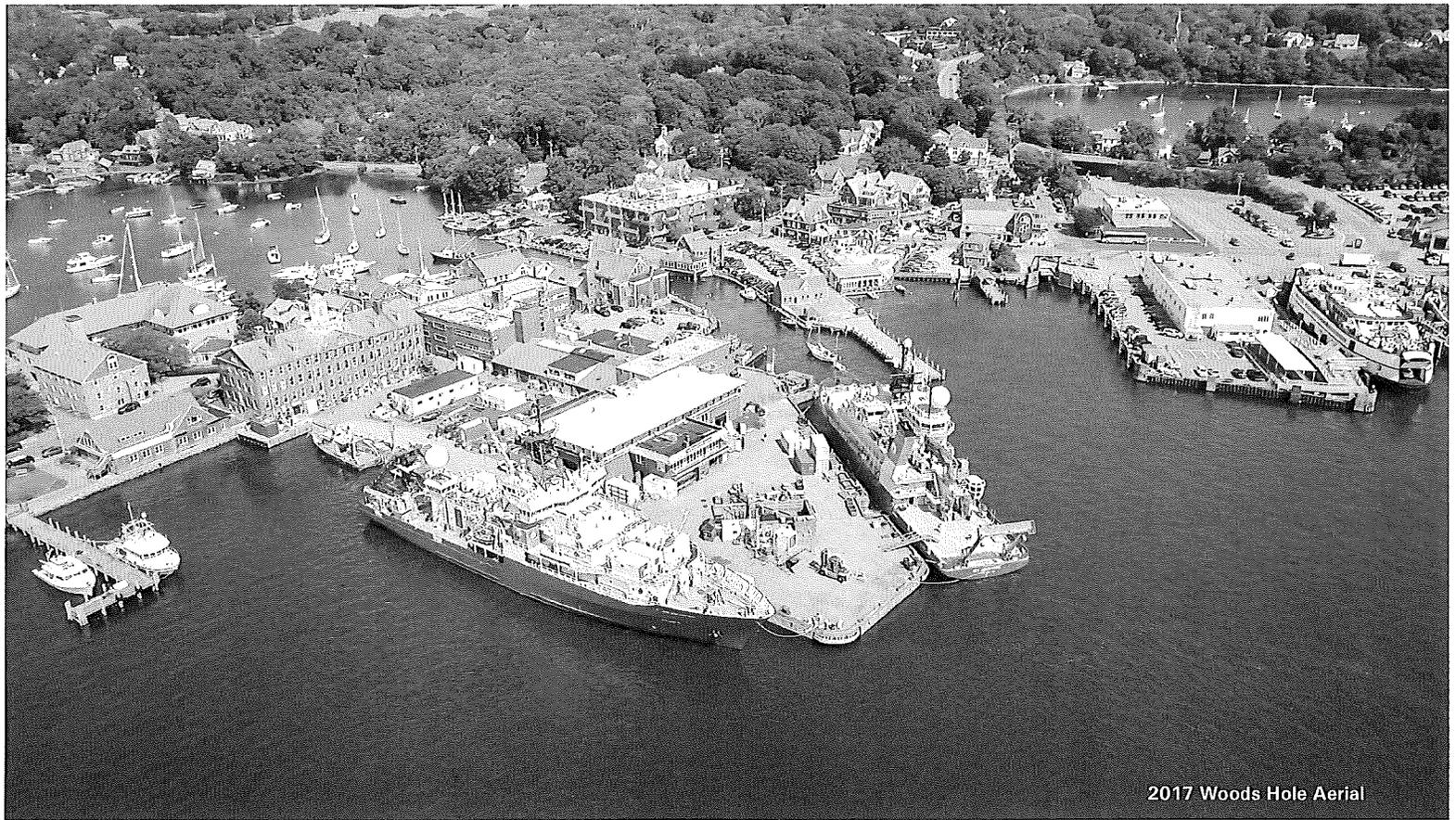
When completed, please email the application to Deputy Director of the Seaport Economic Council, Ellen Cebula at ellen.cebula@mass.gov.

Application prepared by: _____
Name: _____ Title: _____
Contact Information: Tel No. _____ Email: _____

ISELIN DOCK FEASIBILITY STUDY



Woods Hole
Oceanographic
INSTITUTION

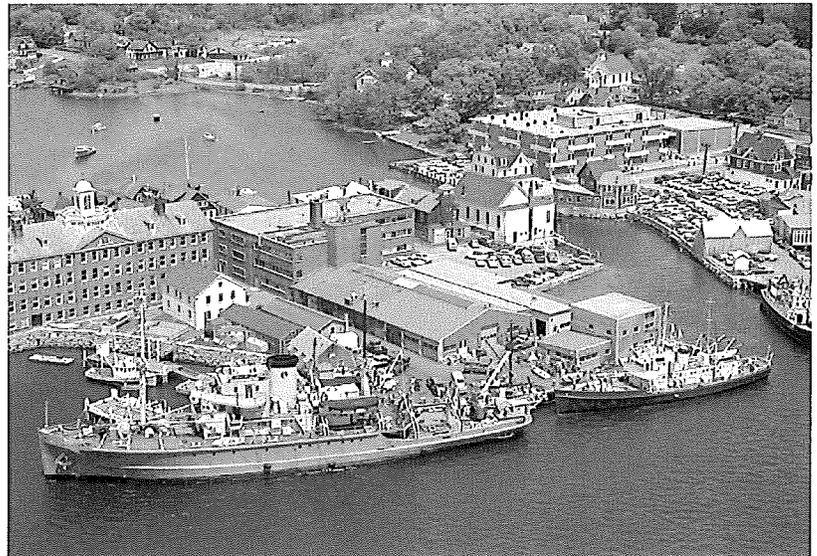


2017 Woods Hole Aerial

Woods Hole Oceanographic Institution Historic Perspective

For nearly a century, Woods Hole Oceanographic Institution (WHOI or Institution) has been one of the best known and most trusted names in ocean science and exploration. WHOI's scientists and engineers have played a part in many of the discoveries that form the modern understanding of the ocean and how it interacts with other parts of the planet, including human society.

Since its founding in 1930, WHOI has had waterfront facilities in Woods Hole capable of berthing and supporting the activities of its ocean-going research vessels, as well as those of other institutions. Iselin Dock was constructed in its current configuration in 1969 to accommodate an expanding fleet.

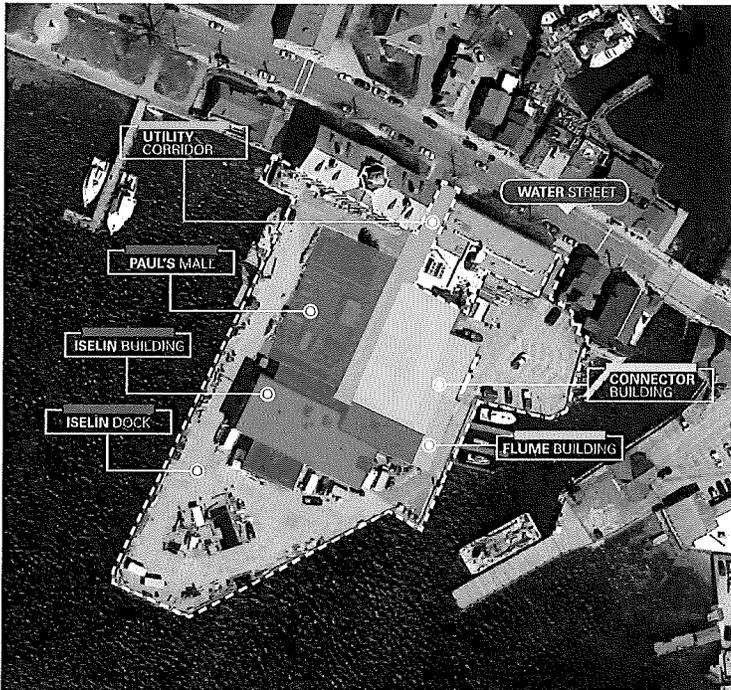


1965 Woods Hole Aerial

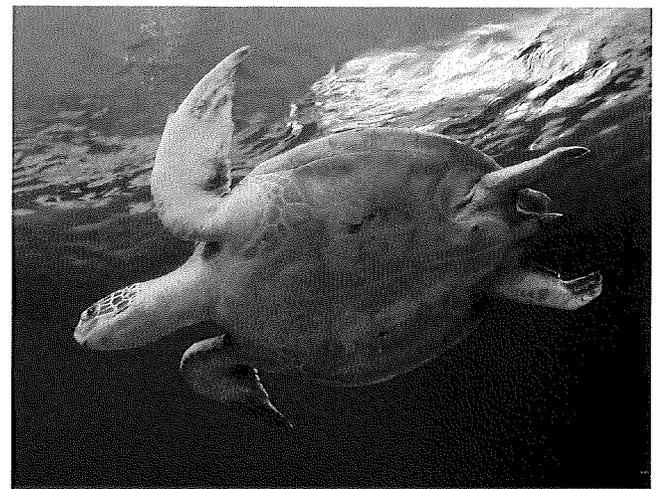
Iselin Dock 2018

Iselin Dock is located at 98 Water Street in the village of Woods Hole in Falmouth. The facility consists of a triangular shaped dock and a complex of facilities to support activities that benefit from direct access to the waterfront. The dock has over 700 linear feet of deep-water berth, 430-ft on the west face that can accommodate two vessels end-to-end and 256-ft on the east face, which can accommodate a global class research vessel. The dock is a reinforced concrete deck built on two-hundred-and-thirty-two 14 to 18-in. diameter steel pilings with a steel sheet pile bulkhead holding back fill on its interior edges. On the dock and adjacent bulkhead apron are laboratory buildings totaling over 90,000 sf that house flexible “high bays,” machine/mechanical shops, rigging shops, underwater vehicle labs and office space. The complex supports ship mobilization, vehicle, equipment and sensor testing and loading, as well as dive operations for training, testing and inspection.

The limits of work include the Iselin, Flume and Smith Connector building, the access roads at Water Street both east and west of the Smith building, Paul’s Mall and the remaining dock structure. The image below delineates the study’s project limits.



Feasibility Study’s Project Limits



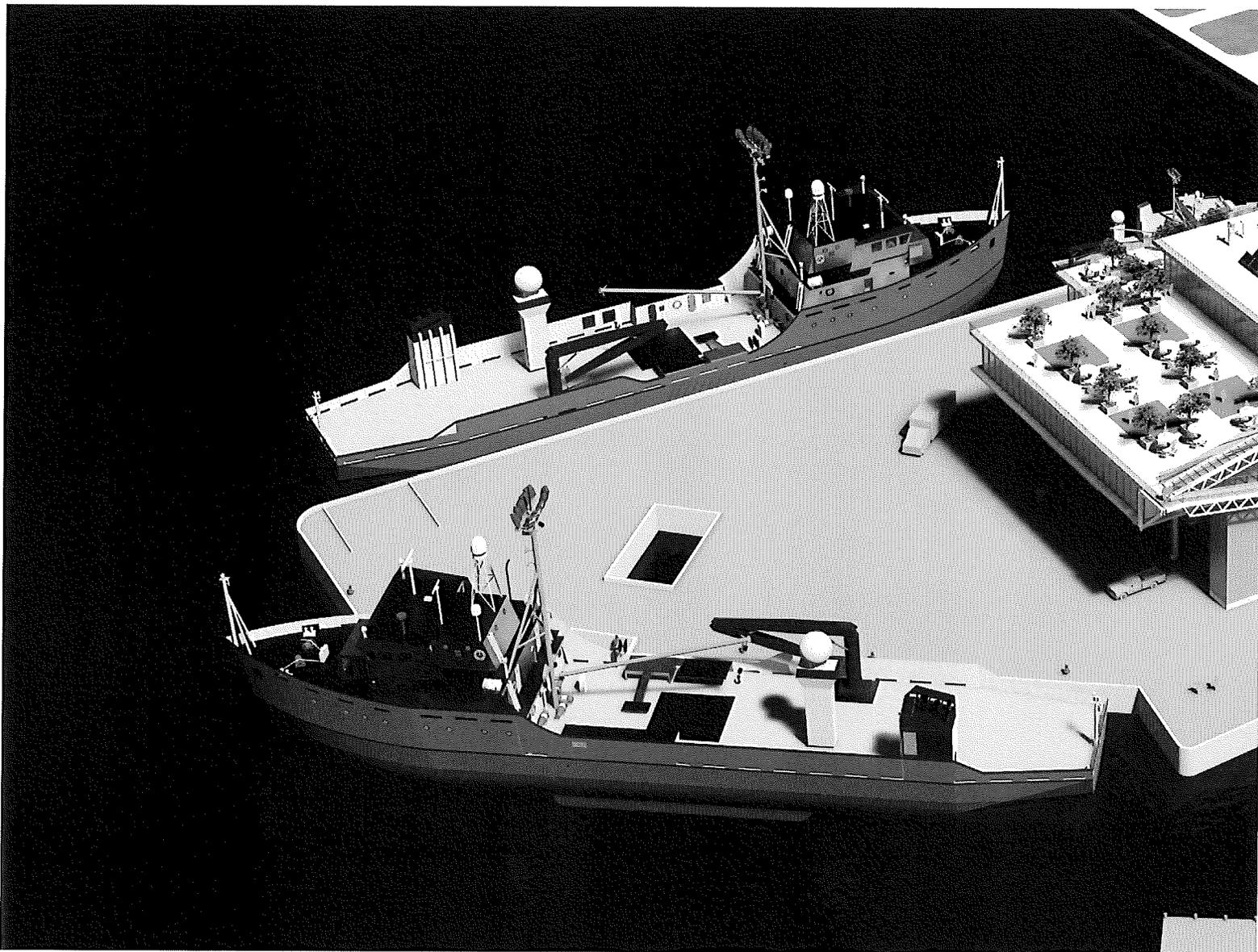
Goals of the New Woods Hole Research Facility

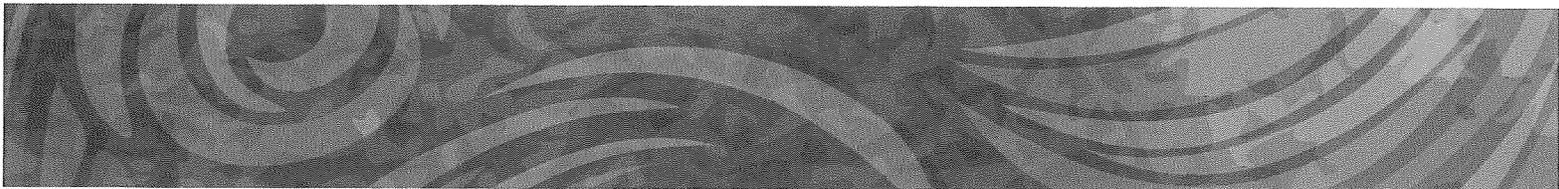
- Dock target design life of 100 years, minimum 50 years.
- Dock elevation to accommodate sea level rise into the next century.
- State-of-the-art dock and research facilities.
- Resilient design of building and utilities for extreme weather events.
- Improve operational flexibility of the dock and laboratory facilities.
- Expansion potential of the dock and research facilities.
- Improved and secure site that still provides public access.
- Phased construction to maintain some dock and building operations.

Dock Design for the Next Century

Iselin Dock is nearing the end of its 50-year design life and is approaching \$1M in annual maintenance costs. With maintenance costs increasing and degrading infrastructure impacting dock operations, the Institution faces the risk of greater operational restrictions and lost research opportunities. Sections of the concrete deck have undergone full depth replacement, whereas the steel elements have required significant efforts to combat corrosion.

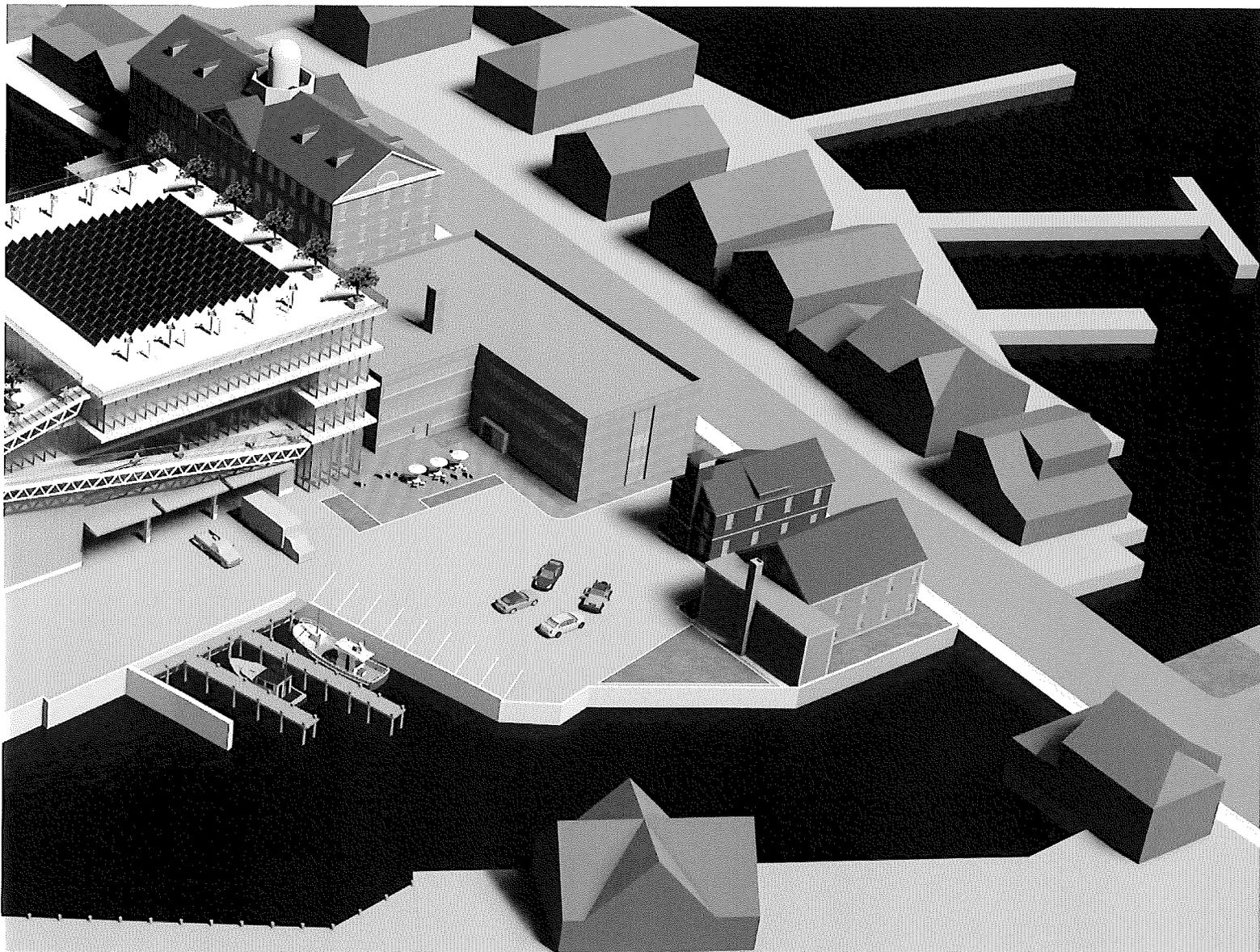
The replacement of the aging Iselin Dock provides an opportunity for the Institution to create a waterfront research facility that anticipates and enables the direction of ocean research for the next century. With open and deliberate planning, WHOI intends for this project to assess future needs in the context of the changing environment.





The recommended solution for the new dock structure is a steel pipe pile-supported platform with a concrete deck and replacing the steel sheet pile bulkhead. Although, identical in concept to the existing structure, even after 50 years, this type of construction is still one of the most commonly used waterfront solutions today. Since 1969, many advancements have been made in the design and use of materials to improve

the durability of in water structures, which should yield improved durability and reduced maintenance costs over a 50- to 75-year timeframe. For example, marine specific concrete mixes, the use of epoxy coated steel reinforcing and cathodic protection are industry standard improvements compared to designs 50 years ago.



Replace In-Kind Dock Concept - "Public Garden" Building Concept

Four Dock Trade Studies

Four Primary Design Variables were Considered:

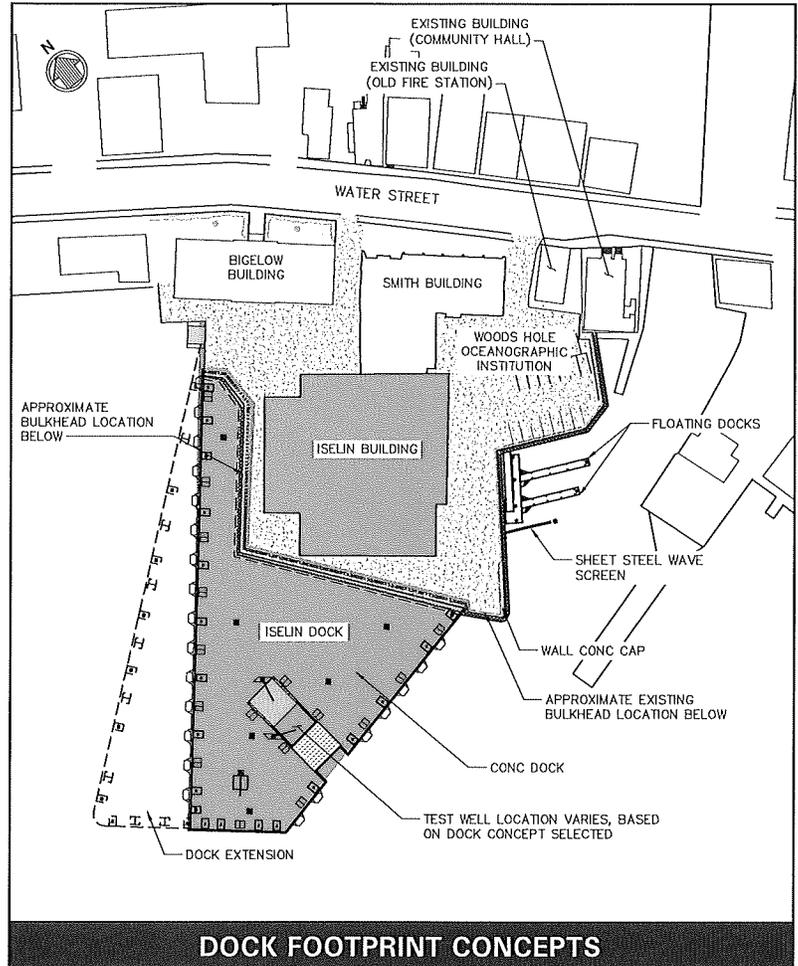
- 1 Dock Footprint
- 2 Dock Elevation
- 3 Location of Large Test Well
- 4 Design Life for the Dock and Bulkhead

Each of the four variables provides trade-offs not limited to dock function, cost, construction schedule and permitting.

Two Concepts for the Dock Footprint

(1) **Replace In-Kind concept** replicates the 37,100-sf footprint of the existing dock.

(2) **Dock Extension concept** doubles the length of the south berth to 164 ft, which provides a new berth for the future Regional Class Research Vessels while increasing the dock footprint by more than 50% to 56,700 sf.



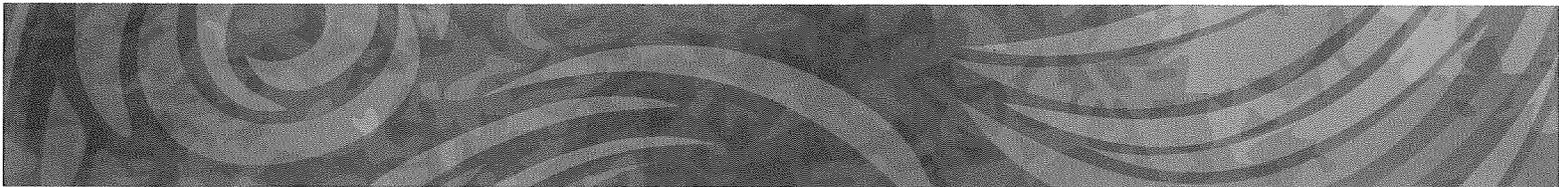
Dock Elevation

With the rate of sea level rise (SLR) continuing to accelerate, planning for its impact is fundamental to the design of a waterfront research facility intended to last 100 years.

The recommended dock elevation for Iselin Dock for the year 2100 is 10-ft NAVD88 (North American Vertical Datum of 1988). This represents an increase of 4ft from current dock elevation, which is approximately 5.5 ft above the current mean high water mark. This would position the dock at an elevation safe from nuisance flooding through this century to provide for normal dock operability during typical environmental conditions.

Recommended Iselin Dock Elevation for the Year 2100
10-ft NAVD88

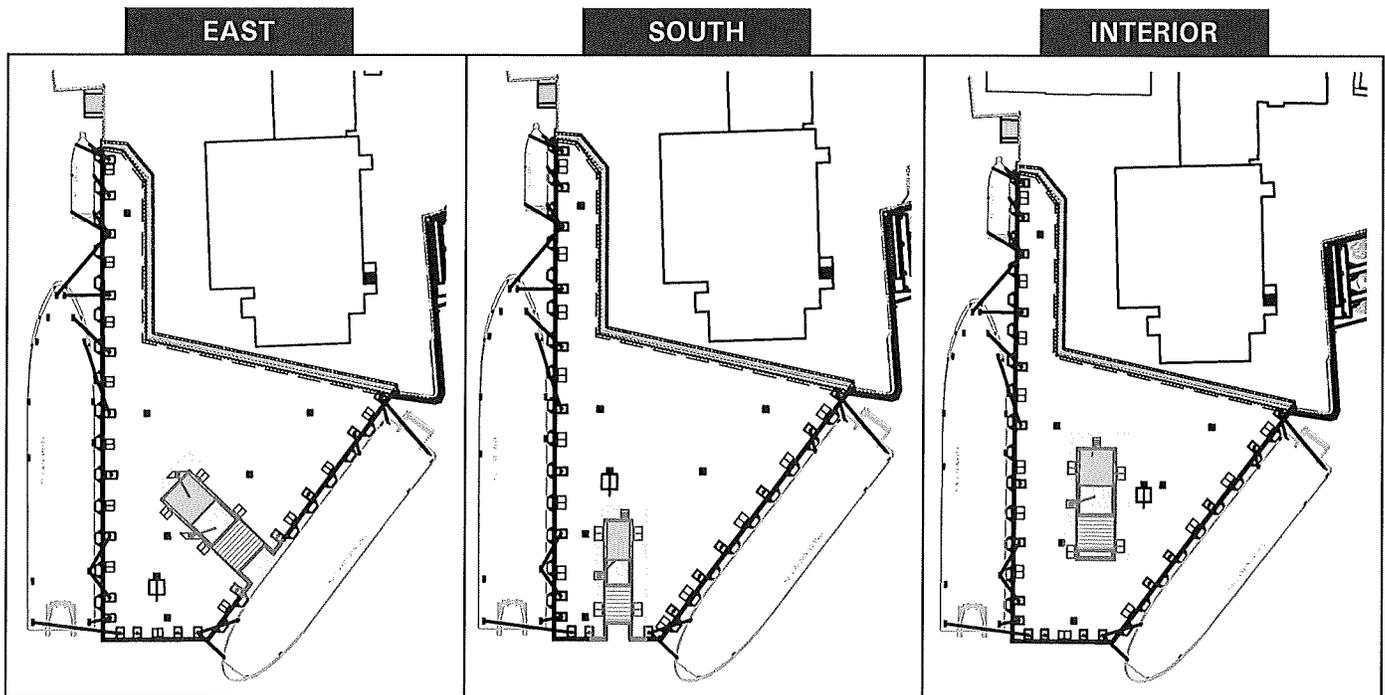
While increasing the deck elevation 4 ft will keep the dock operational 80 years out, it will complicate vessel and dock operations in the near term. In order to minimize operational impacts, this Study also considers raising the dock 2.5 ft (consistent with nearly 70 years of SLR), and a third option that will accommodate both. The latter modular solution is an adaptive strategy that will design the dock foundation piles to accommodate increasing the deck surface an additional 1.5-ft by adding fill and paving.



Location of Large Test Well

Unique to Iselin Dock is that the facility is used for testing and research. Much of this work occurs at the existing large test well, which is a 90-ft long by 20-ft wide cutout in the middle of the east berth. The test well provides protected access to the sea as well as services such as power, communications, cranes, floating platforms and testing

vans. The preference is to increase the size of the test well by 50% in width and move it to the south berth to take advantage of the deeper water depths. Scenarios for three test well locations: 1) east berth, 2) south berth and 3) interior berth were developed for the two dock footprint concepts: Replace In-Kind and Dock Extension.



Design Life for the Dock and Bulkhead

The industry standard design life for structures in the marine environment is typically between 50 to 75 years. Designing for 100 years requires higher quality materials and specifications that require additional upfront capital costs.

Achieving a 100-year Design Life

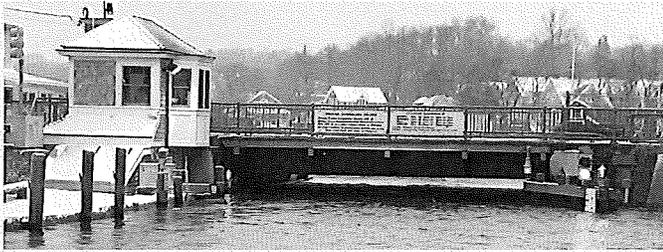
Bulkhead Requirements/Necessities

Encapsulate the new steel sheet pile bulkhead in concrete. Additional riprap stone will need to be excavated to allow for the placement of concrete.

Dock Requirements/Necessities

- High-density polyethylene (HDPE) sleeves to protect the above water surfaces of the steel pipe piles.
- 20-year sacrificial anodes replaced five times.
- Steel reinforcing bars for the concrete upgraded from epoxy-coated to stainless steel.
- Additional concrete testing to ensure a 100-year concrete mix.

Sea Level Rise



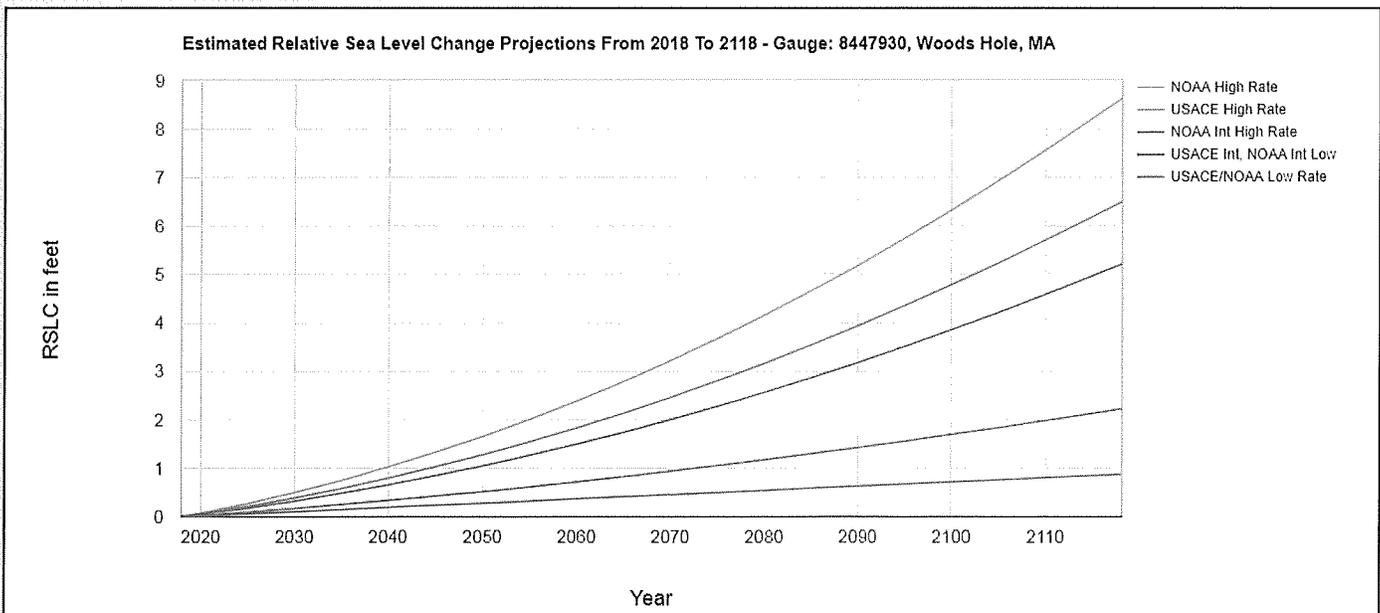
Warming oceans combined with the effects of melting ice sheets and glaciers have been causing sea levels to rise globally since the last glacial period. Although the phenomenon is not new, recent studies indicate that the rate of global SLR may be higher over the past two decades as compared to the past century, and a considerable amount of research is being conducted on this subject. Projections of mean global SLR vary based on underlying projections of greenhouse gas (GHG) emissions and its modelled effect on SLR. Ice-sheet melt in Greenland and Antarctica constitute a growing share of the variance in these projections.

Federal Policies

Although there is consensus that design should incorporate global warming and SLR, the development of codified methods is still in its infancy. For example, federal agencies (i.e. the USACE, NOAA and Department of Defense (DOD) have developed projections that differ in approach. Where the USACE uses three projections correlating to 0.2m, 0.5m and 1.5m global SLR scenarios, NOAA and the DOD use four and five scenarios respectively that account for up to 2.0m of global SLR.

The table below provides the anticipated SLR projections for the agencies referenced above based on the tide gauge on Iselin Dock, whereas the graph shows the same projections for USACE and NOAA.

Global SLR Scenario	USACE	NOAA	DOD	Woods Hole Relative SLR in 2118
0.2m (0.7 ft) in year 2100	Low	Lowest	Lowest	0.88 ft
0.5 m (1.6 ft) in year 2100	Intermediate	Intermediate-Low	Low	2.23 ft
1.0 m (3.3 ft) in year 2100			Medium	4.36 ft
1.2 m (3.9 ft) in year 2100		Intermediate-High		5.22 ft
1.5 m (4.9 ft) in year 2100	High		High	6.51 ft
2.0 m (6.6 ft) in year 2100		Highest	Highest	8.64 ft



Emission Impacts

Each of the different future global SLR scenarios can be correlated to one of the four GHG concentration trajectories adopted by the International Panel on Climate Change (IPCC) for its fifth Assessment Report (AR5). These trajectories are called Representative Concentration Pathways (RCPs). The scenarios (i.e. RCP2.6, RCP4.5, RCP6.0 and RCP8.5) correspond to the possible range of radiative forcing values in the year 2100 relative to pre-industrial values (+2.6, +4.5, +6.0 and +8.5 W/m² respectively). The RCPs are consistent with atmospheric conditions corresponding to a wide range of possible changes in future anthropogenic GHG emissions. RCP2.6 assumes the global annual GHG emissions peak between 2010 and 2020 with emissions declining significantly thereafter. RCP4.5 assumes peak emissions around 2040, RCP6.0 around 2080, and RCP8.5 assumes continued rise of emissions throughout the 21st century.

Local SLR Estimates

In addition to the global mean SLR, the total relative sea level change at any given location includes a local component given the varying non-climatic background vertical land movement, oceanographic effects, and spatially variable responses of the geoid to shrinking land ice. At Woods Hole, the local SLR projections under RCP8.5, which are being used in the update to the state of Massachusetts's Hazard Mitigation and Climate Adaptation Plan, were adopted. These elevations have a 99.5% probability of not being exceeded within the respective timeframes, assuming contribution of ice mass loss in these projections based on IPCC AR5 and expert elicitation. However, when accounting for possible ice sheet instabilities, the probability of exceedance drops to 83%.

Tidal Benchmark	Elevation (ft-NAVD88) Epoch (1983-2001)	Elevation (ft-NAVD88) Epoch (1999-2017)	2070 (ft-NAVD88)	2100 (ft-NAVD88)
Highest Annual Tide	1.86	2.07	6.4	9.9
Mean Higher High Water	0.84	1.05	5.4	8.9
Mean High Water	0.56	0.79	5.2	8.7
Mean Sea Level	-0.38	-0.17	4.2	7.7

Woods Hole SLR Projections

Understanding that the proposed project is being planned for a 100-year service life, it is reasonable to consider SLR projections up to 100 years in the future (2120). However, given the uncertainties associated with climate science and SLR projections, it is recommended that design elevations be based on projections for year 2100. Uncertainties beyond 2100 become increasing large and may not warrant present day actions due to changing infrastructure uses, technology, neighboring landscape changes, etc.

These considerations suggest the deck elevation for Iselin Dock should be 10 ft NAVD88 (an increase of 4 ft from current deck elevation, which is approximately 5.5 ft above the current mean high water mark). This would position the

At Woods Hole, higher end projections anticipate over 4 ft of SLR in 50 years and nearly 8 ft in 80 years.

deck at an elevation safe from nuisance flooding through this century to preserve normal dock operability during typical environmental conditions. However, a 4.0 ft increase may be impractical, at least initially. More extreme water levels due to storm surge will be combatted through the resilient design of the building and utility infrastructure. As other project constraints dictate, an adaptable approach to increasing the deck elevation can be executed. It may be favorable to increase the deck elevation incrementally as the rise in sea level becomes more predictable.

State-of-the-Art Research Building

While the dock is deteriorating, the condition of the upland infrastructure is also affecting the Institution's level of service. The primary site utilities are deteriorating and require regular maintenance to remain serviceable. Most critically, the mechanical room servicing Iselin and the Smith Connector Buildings is vulnerable to flooding during storm events. Redevelopment of the site will not only reset the operational timeline for the facility, but also provide WHOI the opportunity to promote and expand its role as a leading oceanographic research institution.

The new state-of-the-art facility will be outfitted with world-class laboratories, workshops and high bays, a real-time ocean observing system and public event spaces, and will adopt resilient design strategies to mitigate impacts due to extreme weather events. To accomplish this vision, the site will need to be rebuilt, including the demolition of the current Iselin, Smith Connector, and Flume buildings, reconstruction of the site utilities, grading and paving and the new research building itself. The design of the primary activities are dependent on the physical constraints of the

site and the required size of the building. The site constraints and building size are characterized by the footprint and height of the building and the height of the surrounding site that bridges the new higher dock elevation to Water Street.

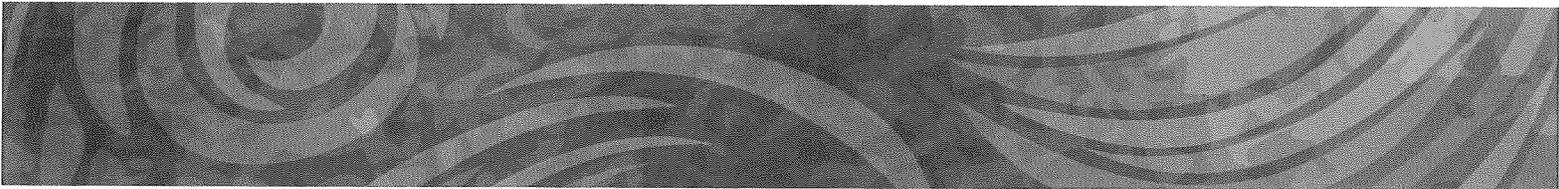


Iselin Laboratory



Three-Level Building - "Civic Neo-Classical" Design Concept





The total net assignable square footage (nasf) requirements by program is 35,840 nasf, which is nearly 40% larger than Iselin and the Smith Connector Buildings currently.

In order to accommodate the expanded building, the footprint of the structure was sized to the greatest extent possible, limited primarily by the existing steel sheet pile bulkhead and the vehicle circulation pattern required for truck access around the site. Working within this footprint, 3-Level and 4-Level building concepts were developed, which were based on the same program designed around 35,840 nasf and 57,500 gsf. The building concepts incorporate resilient design strategies such as elevated power and mechanical systems, watertight utility shafts, a flood-resistant ground floor, and one that can be retrofitted to be raised an additional 1.5-ft if the modular dock design is implemented.

The only difference between the two building concepts is that the usage of the top floor of the 3-Level concept is being spread out over two stories in the 4-Level concept.

The hallmark feature of the 4-Level concept is that the top floor is dedicated to the public. The 3-Level and 4-Level buildings are anticipated to take 20 mos and 24 mos to construct, respectively. Note the ground floor of each building concept includes an additional 1.5-ft of clearance in case the modular dock design concept is selected.

Program Description	Net Assignable Square Footage	Percentage of Total
Research Labs	13,720	38%
Multi-Use Workshops	3,000	8%
Dive Operations	2,250	6%
Shipboard Scientific Services Group	2,545	7%
Marine Operations	3,375	10%
High Bay	6,350	18%
Public/Observatory	4,600	13%
NASF Total	35,840	
GSF Total (62% efficiency factor)	57,500	

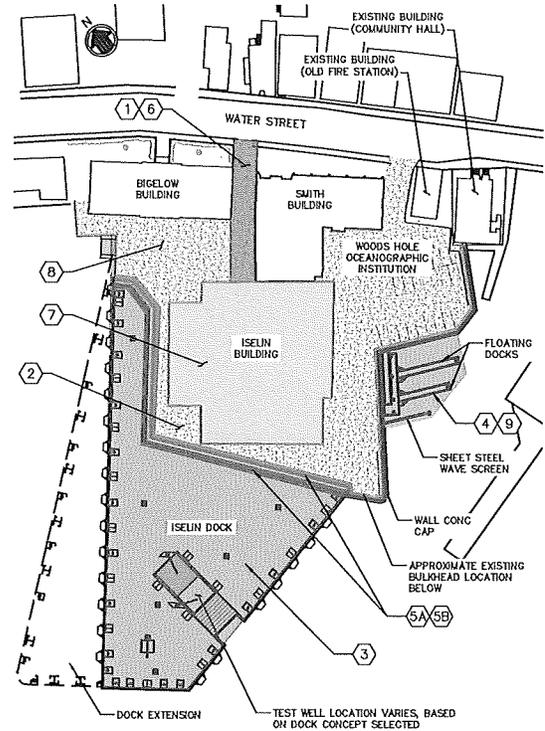
Four-Level Building - "Marine Terminal" Design Concept



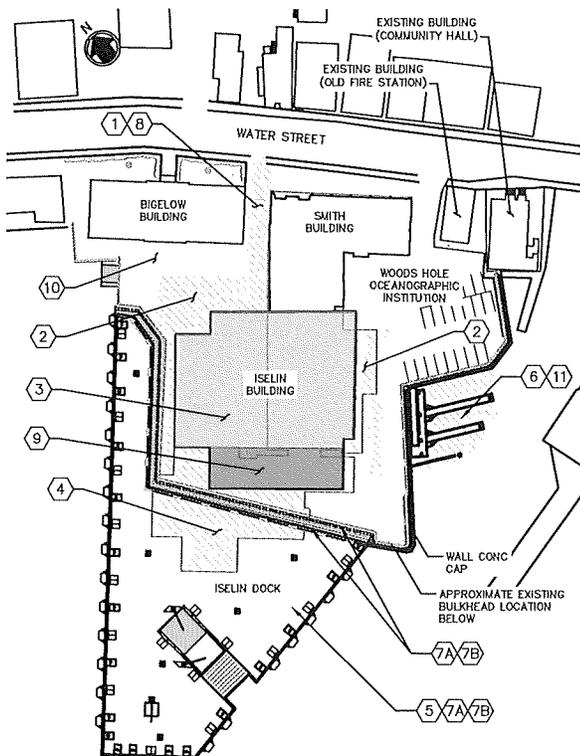
Construction Plan Scenarios

Continuous Construction | Building and dock non-operational for full duration.

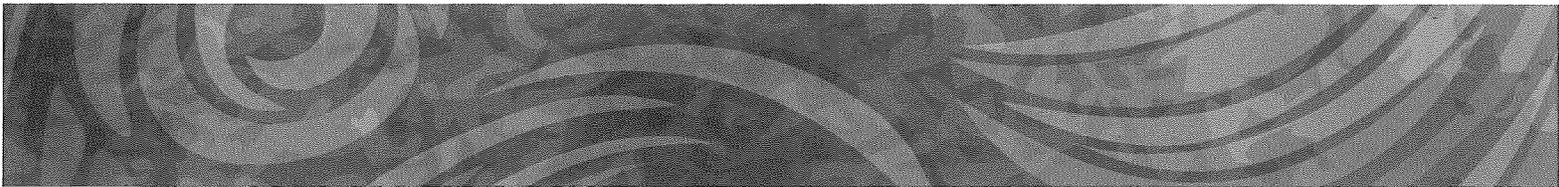
Phase No.	Description
1	Construct permanent utilities for Bigelow and Smith Buildings and disconnect and demolish utilities to remaining buildings
2	Demolish Iselin and Connector Buildings, Paul's Mall and pavement
3	Demolish existing dock up to the existing bulkhead
4	Demolish existing fixed timber piers and steel sheet wave screen
5A	Construct new secant pile wall bulkhead and new dock
5B	Construct new steel sheet pile bulkhead and new dock
6	Complete construction of new utility corridor
7	Construct new Iselin Building
8	Regrade existing site
9	Construct new floating docks



Staged Building Construction | Limited building operations throughout.

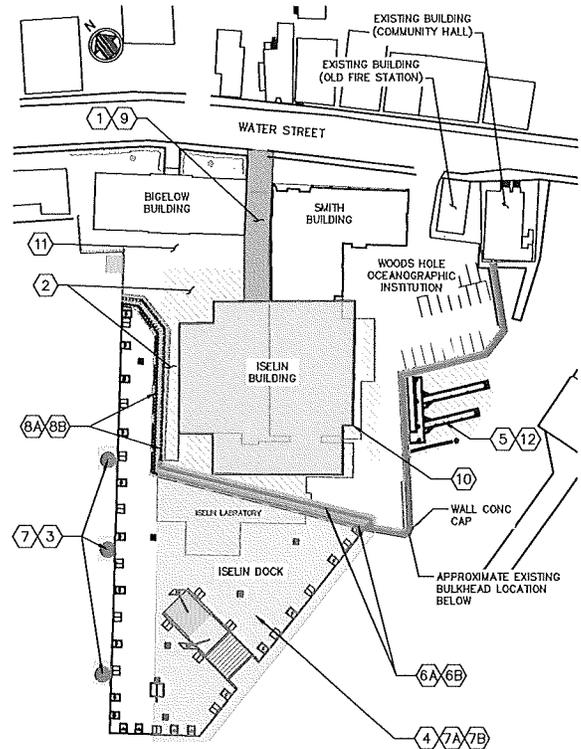


Phase No.	Description
1	Construct permanent/temporary utilities for existing Iselin, Bigelow and Smith Buildings
2	Demolish Connector Buildings and Paul's Mall
3	Construct Stage 1 of new Iselin Building
4	Demolish existing Iselin Building
5	Demolish existing dock up to existing bulkhead
6	Demolish existing fixed timber piers and steel sheet wave screen
7A	Construct new secant pile wall bulkhead and new dock
7B	Construct new steel sheet pile bulkhead and new dock
8	Finalize construction of new utility corridor
9	Construct Stage 2 of new Iselin Building
10	Regrade existing site
11	Construct new floating docks

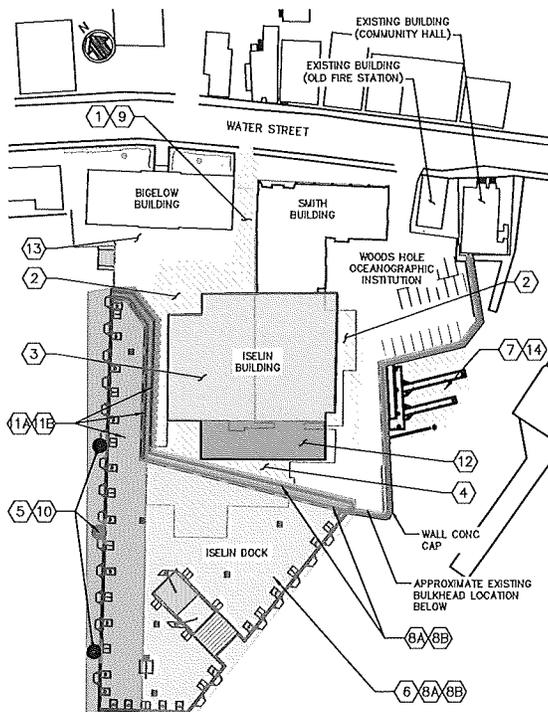


Staged Dock Construction | Limited dock operations throughout.

Phase No.	Description
1	Construct permanent utilities for Bigelow and Smith Buildings and disconnect and demolish utilities to remain buildings
2	Demolish Iselin and Connector Buildings, Paul's Mall and pavement
3	Construct temporary mooring structures
4	Demolish eastern portion of existing dock up to the existing bulkhead
5	Demolish existing fixed timber piers and steel sheet wave screen
6A	Construct eastern portion of new secant pile wall bulkhead and new dock
6B	Construct eastern portion of new steel sheet pile bulkhead and new dock
7	Demolish temporary mooring structures and western portion of dock up to the existing bulkhead
8A	Construct western portion of new secant pile wall bulkhead and new dock
8B	Construct western portion of new steel sheet pile bulkhead and new dock
9	Finalize new utility corridor
10	Construct new Iselin Building
11	Regrade existing site
12	Construct new floating docks



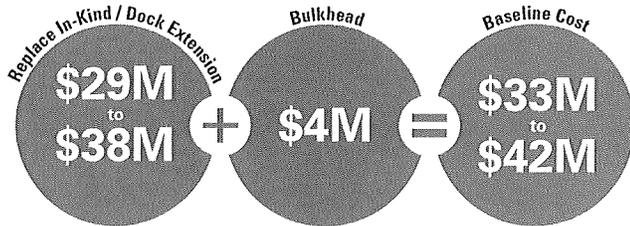
Staged Building & Dock Construction | Partial building and dock operations throughout.



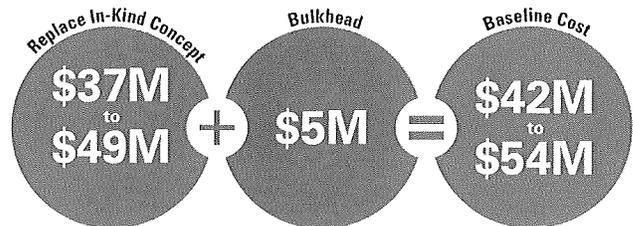
Phase No.	Description
1	Construct permanent utilities for existing Iselin, Bigelow and Smith Buildings and disconnect and demolish utilities to remaining buildings
2	Demolish Connector Building, Paul's Mall and pavement
3	Construct Stage 1 of new Iselin Building
4	Demolish existing Iselin Building
5	Construct temporary mooring structures
6	Demolish eastern portion of existing dock up to the existing bulkhead
7	Demolish existing fixed timber piers and steel sheet wave screen
8A	Construct eastern portion of new secant pile wall bulkhead and new dock
8B	Construct eastern portion of new steel sheet pile bulkhead and new dock
9	Finalize new utility corridor
10	Demolish temporary mooring structures and western portion of dock up to the existing bulkhead
11A	Construct western portion of new secant pile wall bulkhead and new dock
11B	Construct western portion of new steel sheet pile bulkhead and new dock
12	Construct Stage 2 of new Iselin Building
13	Regrade existing site
14	Construct new floating docks

Cost & Schedule

DOCK CONSTRUCTION 50-year Design Life



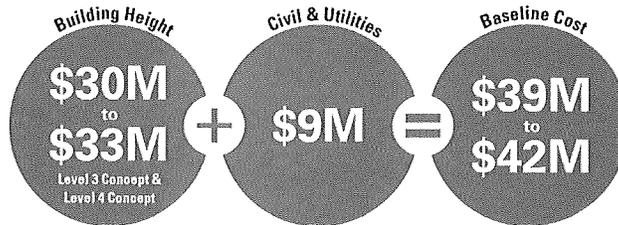
DOCK CONSTRUCTION 100-year Design Life



THE IMPACTS OF DESIGN VARIABLES ON THE DOCK CONCEPT COSTS

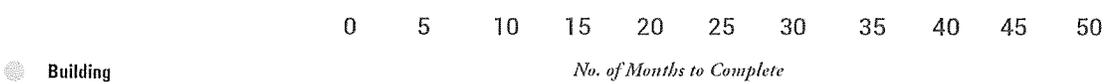
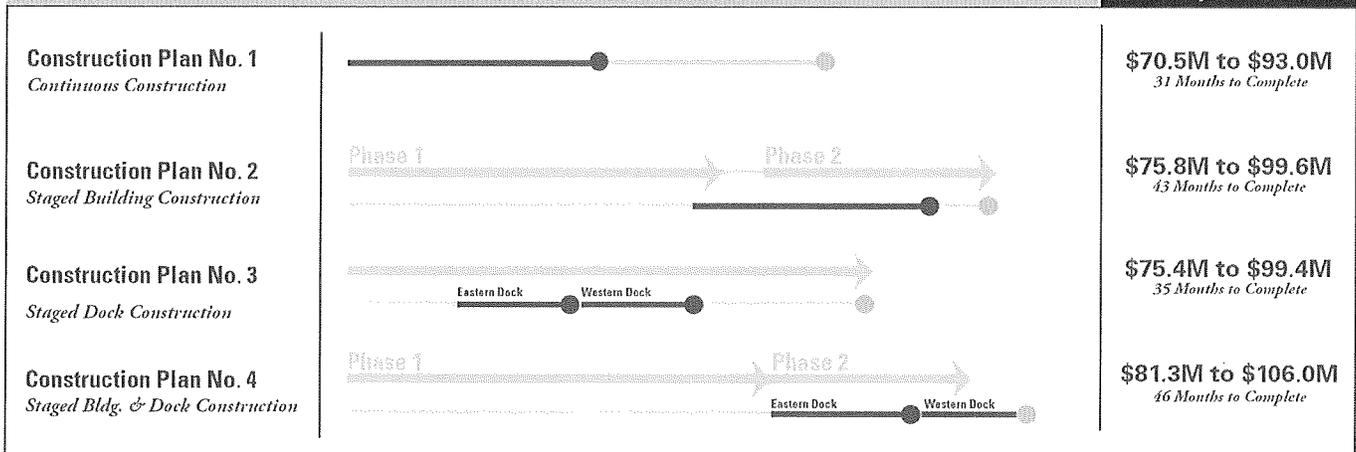
Modular Deck EL	+\$3-5M
Test Well Location	+\$1-2M

BUILDING CONSTRUCTION



Comparison of Four Construction Plan Scenarios

Project Cost



- Building
- Dock
- Total Construction Duration
- Idle Time

Note - Construction Plan costs vary depending on the dock concept, building concept and whether the dock's design life is 50 years or 100 years. Values include a 20% contingency, and project indirect costs such as design, permitting, site investigation, construction management, or owner's costs.

Permitting, Financing, Community Impact & Project Risks

Permitting

Port modernization and waterfront construction projects in Massachusetts must submit a multitude of environmental permit applications and undergo environmental reviews from regulatory authorities at the local, regional, state and federal levels. The two dock concepts (Replace In-Kind and Dock Extension) will face different levels of regulatory scrutiny.

The permitting process for the Replace In-Kind concept will be straightforward because there are few regulatory hurdles for replacing a structure already in-place. Permitting may take as long as 16 months because new Chapter 91 licenses have recently taken approximately 12 months for review and approval.

The Dock Extension concept exceeds a number of regulatory thresholds that will likely require an EIR and a review from the Cape Cod Commission. Furthermore, because the Dock Extension will encroach Marine Biological Laboratory's (MBL) property to the west, WHOI will need written consent from MBL for this concept to be permitted.

Financing

Based on the construction plan scenarios, the estimated capital costs range from \$71M to \$106M. Given the expense, the working assumption that underpins the funding strategy is that a single grant source will not be sufficient to fund the Iselin Dock reconstruction effort fully.

However, there are promising federal and state opportunities worth pursuing, largely focused around leveraging the Institution's relationships and the state of Massachusetts's support of the maritime industry and the blue economy overall. A few examples include:

- NSF's Established Program to Stimulate Competitive Research & Oceanographic Facilities & Equipment Support.
- NOAA's Broad Agency Announcement for projects related to climate adaptation and mitigation, weather-ready nation, healthy oceans and resilient coastal communities and economies.
- Massachusetts Executive Order 569 to respond to and prepare for extreme weather, SLR, inland flooding and other climate impacts.

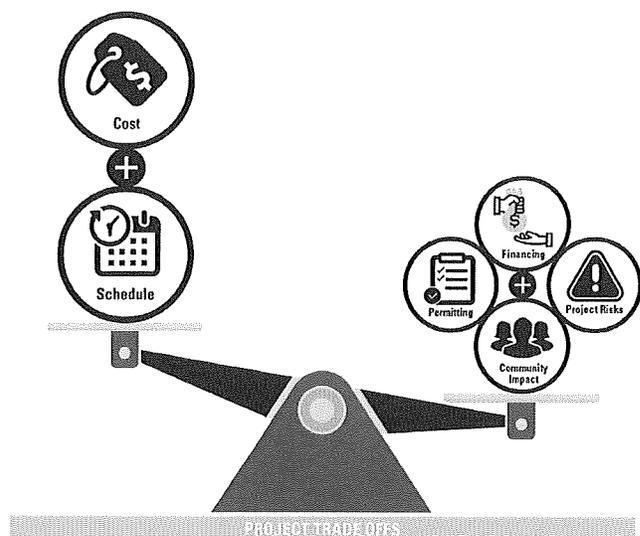
Community Impact

Beyond the impacts to the Institution's operations, WHOI understands the affects the project will have on the Village of Woods Hole. Given the project's size and location, proactive and effective management of traffic and noise leading up to and during construction will be critical. It will be important to maintain open lines of good communication with Village businesses and residents throughout the project. To that end, the Institution has established a Community Advisory Committee, which has regular community meetings to facilitate project discussions. These efforts along with additional press releases will continue throughout the project's development.

Project Risks

While this Study established the basic framework and options for this important decision, this project still carries a number of risks impacting its outcome and potentially its viability. The most critical of which include:

1. Funding sources in addition to public grants will likely be necessary.
2. MBL consent needed for Dock Extension concept.
3. Building code and FEMA thresholds may change in the project planning horizon.
4. Historic building reclassification may affect project design.



Woods Hole Oceanographic INSTITUTION

IN COLLABORATION WITH:



moffatt & nichol



ELLENZWEIG

Epsilon
ASSOCIATES INC.

AECOM

IN PARTNERSHIP WITH:



Mass.gov

Rob Munier
Vice President for
Marine Facilities and Operations

38 Water Street
Woods Hole, MA 02540
rmunier@whoi.edu
www.whoi.edu



WILLIAM R. KEATING
9TH DISTRICT, MASSACHUSETTS

COMMITTEE ON FOREIGN AFFAIRS
SUBCOMMITTEES
RANKING MEMBER
TERRORISM, NONPROLIFERATION, AND TRADE
EUROPE, EURASIA, AND EMERGING THREATS

COMMITTEE ON HOMELAND SECURITY
SUBCOMMITTEES
COUNTERTERRORISM AND INTELLIGENCE
TRANSPORTATION SECURITY



Congress of the United States
House of Representatives
Washington, DC 20515

WASHINGTON DC OFFICE
2351 RAYBURN HOUSE OFFICE BUILDING
WASHINGTON, DC 20515
(202) 225-3111

CAPE AND ISLANDS OFFICE
259 STEVENS STREET, SUITE E
HYANNIS, MA 02601
(508) 771-6868

NEW BEDFORD OFFICE
128 UNION STREET, SUITE 103
NEW BEDFORD, MA 02740
(508) 999-6462

PLYMOUTH OFFICE
170 COURT STREET
PLYMOUTH, MA 02360
(508) 746-9000

October 19, 2018

The Honorable Karyn Polito, Lieutenant Governor
Commonwealth of Massachusetts
Office of the Governor
Room 280
Boston, MA 02133

Dear Lt. Governor Polito,

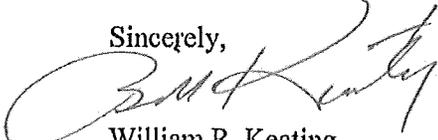
I am in writing in support of the grant application by the town of Falmouth and Woods Hole Oceanographic Institution (WHOI) to the Seaport Economic Council. Falmouth and WHOI are seeking this grant to help pay for infrastructure costs associated with the construction of a state-of-the-art marine research center in Woods Hole.

A new marine research center in Woods Hole, with a design life of 100 years, will enable Falmouth and WHOI to continue marine research efforts and take on exciting new projects made possible through this new center. WHOI's current Iselin Marine dock facility is the United States' most complete waterfront facility dedicated to the support of ocean-going research vessels and underwater vehicle operations. But the dock is 50 years old and needs to be replaced.

The current facility is home base to three research vessels – *Neil Armstrong*, *Atlantis* and *Tioga* – and is comprised of test wells, shops and laboratories, and facilitates activities responsible for more than \$35 million per year in economic value.

Successful receipt of this funding will unlock more economic and community development opportunities in Falmouth and the region. Federal agencies such as NOAA and the Navy provide funding to support the current facility's use. Those agencies and others will now have more opportunities to take advantage of the capabilities of this new marine research facility.

I urge you to give your full and fair consideration to this application. Please feel free to contact Michael Jackman at michael.jackman@mail.house.gov or 508-746-9000 should you have any questions or concerns.

Sincerely,

William R. Keating
Member of Congress



The Commonwealth of Massachusetts

HOUSE OF REPRESENTATIVES
STATE HOUSE, BOSTON 02133-1054

DYLAN FERNANDES
STATE REPRESENTATIVE
BARNSTABLE, DUKES AND NANTUCKET

STATE HOUSE, ROOM 236
TEL. (617) 722-2430
Dylan.Fernandes@MAhouse.gov

Committees:
Environment, Natural Resources
and Agriculture
Mental Health, Substance Use
and Recovery
Municipalities and
Regional Government
Redistricting

October 19, 2018

The Honorable Karyn Polito
Lieutenant Governor
Massachusetts State House, Room 360
Boston, MA 02133

Dear Lieutenant Governor Polito,

We write in support of the grant application by the Town of Falmouth and Woods Hole Oceanographic Institution (WHOI) to the Seaport Economic Council to help fund infrastructure costs associated with the construction of a state-of-the-art marine research center in Woods Hole.

Massachusetts already has a vibrant "Blue Economy" and this grant would help maintain the Commonwealth's competitive edge while also supporting our coastal communities. The proposed marine research center in Woods Hole, with a 100 year lifespan, will enable Falmouth and WHOI to continue marine research efforts and tackle groundbreaking projects to further scientific innovation across the Commonwealth.

WHOI's existing Iselin Marine dock facility is the United States' most complete waterfront research center dedicated to the support of ocean-going research vessels and underwater vehicle operations. It currently serves as home base to three vessels – *Neil Armstrong*, *Atlantis* and *Tioga* – and is comprised of test wells as well as shops and laboratories. It also facilitates activities responsible for more than \$50 million per year in economic value. However, this facility is 50 years old and desperately needs replacing.

The proposed facility would be the first adaptable marine research center designed and constructed to account for sea level rise. We believe this state-of-the-art marine research center would educate communities and research institutions on the most effective ways to prepare for our changing oceans. Furthermore, the center will ensure that crucial research and industry involvement will continue without interruption.

Both you and the Governor have had the opportunity to visit the current dock facility and see how crucial of a role it plays in Falmouth and the Cape's scientific and marine technology sectors. Creating this new marine research center will unlock more economic and community development opportunities in our region.

We respectfully urge you to support Falmouth and WHOI's application and thank you for your continued commitment to advancing marine science and innovation.

Sincerely,



Dylan Fernandes
State Representative
Falmouth, Martha's Vineyard, and
Nantucket



Julian Cyr
State Senator
Cape and Islands



David Vieira
State Representative
3rd Barnstable



Viriato de Macedo
State Senator
Plymouth and Barnstable



UMass

| Dartmouth

SCHOOL FOR MARINE SCIENCE
AND TECHNOLOGY

Office of the Dean

10/3/18

Lieutenant Governor Karyn Polito
Office of the Governor
State House, Room 280
Boston, MA 02133

Dear Lieutenant Governor Polito,

On behalf of the School for Marine Science & Technology at the University of Massachusetts Dartmouth, I am writing in support of a Seaport Economic Council grant application from the Town of Falmouth and Woods Hole Oceanographic Institution. Falmouth and Woods Hole Oceanographic Institution would be using the grant for infrastructure costs associated with the construction of a new complex to support marine research in Massachusetts.

You and the Governor have been committed to supporting and growing the Commonwealth's "Blue Economy," and we are particularly grateful to you for keynoting our April 2018 program titled "Building the Blue Economy Through Innovation and Collaboration."

UMass Dartmouth's School for Marine Science & Technology offers graduate degree programs, which focus on interdisciplinary basic-to-applied marine science and the development of related innovative technologies. In addition to advancing research and education in marine science and technology, the SMAST mission also emphasizes interaction with regional industry, and government and non-governmental agencies on compelling regional marine-related issues and technological development.

The School for Marine Science & Technology has a long track record of collaboration with the Woods Hole Oceanographic Institution that spans areas such as coastal and ocean observing systems, harmful algal blooms (red tide) and fisheries. The Iselin Marine facility in Falmouth, which our researchers have used, is 50 years old and needs to be replaced.

School for Marine Science and Technology • www.umassd.edu/smast

University of Massachusetts Dartmouth • 836 S. Rodney French Blvd. • New Bedford • MA 02744-1221

Ph: 508.910.6550 • Fax: 508.999.8197 • Email: smast@umassd.edu

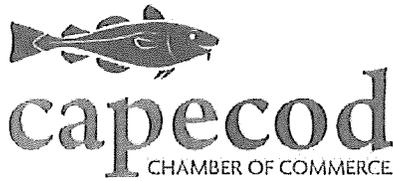
We at UMass Dartmouth understand and appreciate the importance of infrastructure that supports marine research. In 2017, UMass Dartmouth officially opened a new \$55 million, 64,000 square foot marine science facility that tripled the university's marine science presence in New Bedford, the nation's top fishing port. The proposed improvements to the Iselin Marine Facility would further enhance the Commonwealth's unique capabilities in the marine sector that are key to advancing our "Blue Economy".

We thank you and the Governor for your support of the "Blue Economy," and urge you to provide this funding for the new marine research complex.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Lohrenz", with a long horizontal flourish extending to the right.

Steven E. Lohrenz
Dean and Professor



September 28, 2018

Lieutenant Governor Karyn Polito
Office of the Governor
Room 280
Boston, MA 02133

Dear Lieutenant Governor,

On behalf of the 1,221-member businesses and organizations of the Cape Cod Chamber of Commerce, and our subsidiary, The Cape Cod Blue Economy Foundation, Inc., I am in writing in support of the grant application by the Town of Falmouth and Woods Hole Oceanographic Institution (WHOI) to the Seaport Economic Council. Funding from this grant would help pay for infrastructure costs associated with the construction of a state-of-the-art marine research center in Woods Hole.

The Governor and you have been strong advocates for the state's Blue Economy, an economic sector that with your support, has been identified as one with significant growth opportunity in the region. As the County's second largest employer, WHOI alone employs more than 1,000 professionals and is a major driver in the state's multibillion-dollar maritime economy.

WHOI's current Iselin Marine Facility, home to three research vessels – Neil Armstrong, Atlantis and Tioga, is the nation's most complete waterfront area dedicated to the support of ocean-going research vessels and underwater vehicle operation. Its assets include dockside test wells, shops and laboratories, and other facilitates responsible for more than \$35 million per year in economic value.

The docker however, is 50 years old and in need of replacement. A new marine research center in Woods Hole, with a design life of 100 years, will enable Falmouth and WHOI to not only continue existing marine research efforts, but will create the capacity to engage in exciting new projects.

As you know, public access to water has been identified as a major challenge in the region. The new marine center will not only enhance public access to the waterfront but will also showcase this unique working waterfront and amazing work done by WHOI, additional research institutions and companies that rely on the current dock for their work.

Thank you for giving this application your careful consideration.
Sincerely,

Wendy K. Northcross, CCE
Chief Executive Officer
Cape Cod Chamber of Commerce

John Pappalardo
President
Cape Cod Blue Economy Foundation, Inc.



FALMOUTH
CHAMBER OF COMMERCE

Falmouth Chamber of Commerce
20 Academy Lane, Falmouth, MA 02540
P: 508-548-8500
F: 508-548-8521

October 27, 2018

Lieutenant Governor Karyn Polito
Office of the Governor
State House, Room 280
Boston, MA 02133

Dear Lieutenant Governor,

On behalf of the Falmouth Chamber of Commerce, I am in writing in support of the grant application by the Town of Falmouth and Woods Hole Oceanographic Institution (WHOI) to the Seaport Economic Council. Funding from this grant would help pay for infrastructure costs associated with the construction of a state-of-the-art marine research center in Woods Hole.

WHOI's current dock facility is homeport to three research vessels – *Neil Armstrong*, *Atlantis* and *Tioga* – and is a thriving hub of marine research and waterfront activity. This dock facility is comprised of test wells, shops and laboratories, and facilitates activities responsible for more than \$35 million per year in economic value.

Being located in Falmouth, this dock facility supports thousands of jobs and our local businesses – restaurants, hotel and shops. A new marine research center will continue to power the Falmouth economy and support our entire community.

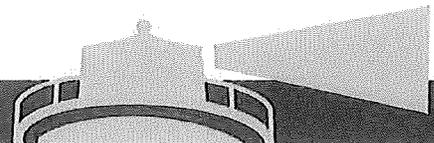
Having a new marine research center, much like the current dock facility, will be a source of regional pride. By replacing a dock facility that is 50 years old, the Town of Falmouth and WHOI can construct a marine research center that will be the launching point for ocean exploration and serve to inspire thousands of visitors, including many school children who aspire to become future scientists.

We are also excited that it will be the first adaptable marine research center designed and constructed for sea level rise. This complex will serve as a model to other research institutions and communities on the best ways to prepare for sea level rise, while allowing crucial marine research to continue without interruption.

Please let us know how we can be supportive and thank you for considering this request.

Kind Regards,

Michael Kasparian
President & CEO



77 Massachusetts Avenue, Building 3-234
Cambridge, Massachusetts 02139-4307
Phone 617-253-3206
Email mtz@mit.edu

October 1, 2018

Lieutenant Governor Karyn Polito
Office of the Governor
State House, Room 280
Boston MA 02133

Dear Lieutenant Governor Polito:

On behalf of the Massachusetts Institute of Technology, I am writing in support of a Seaport Economic Council grant application from the Town of Falmouth and Woods Hole Oceanographic Institution (WHOI).

Falmouth and WHOI would be using the grant for infrastructure costs associated with the construction of a new research complex to support marine research in Massachusetts.

Its current homeport, the Iselin Marine Facility, is home to the research vessels *Neil Armstrong*, *Atlantis* and *Tioga*. This facility has reached the end of its useful life and needs to be replaced with a marine research facility that is better suited to the needs of a 21st century marine economy.

Creating this new marine research complex will unlock more economic and community development opportunities in Falmouth and the region. Federal agencies such as the National Oceanic and Atmospheric Administration (NOAA) and the Navy provide funding to support the current facility's use. The infrastructure upgrade will enable those agencies and others to have more opportunities to take advantage of the capabilities of this new marine research facility.

The proposed facility will be the first adaptable marine research center designed and constructed taking into account sea level rise. The complex will serve as a model of infrastructure resilience to other research institutions and communities on the best ways to prepare for the changing climate, allowing crucial marine research to continue without interruption.

We thank you and the Governor for supporting the "Blue Economy," and urge you to provide this funding for the new marine research complex.

Sincerely,



Maria T. Zuber



Paul Ferraro
Vice President
Seapower Capability Systems

Integrated Defense Systems
1847 West Main Road
Portsmouth, Rhode Island
02871-1087 USA
401.842.2200
401.842.5201 fax

11 October 2018

Lieutenant Governor Karyn Polito
Office of the Governor
Room 280
Boston, MA 02133

Dear Lieutenant Governor,

I am in writing in support of the grant application by the town of Falmouth and Woods Hole Oceanographic Institution (WHOI) to the Seaport Economic Council. This grant is well-aligned to help defray construction costs for a state-of-the-art marine research center in Woods Hole.

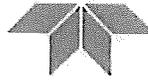
The new marine research center enables Falmouth and WHOI to continue ongoing critical research efforts, as well as take on exciting new projects at the forefront of oceanographic science and technology. WHOI's current Iselin Marine dock facility is heavily used by 3 ocean-going research vessels and underwater vehicle operations supporting more than \$35M of crucial projects across both government and industry. The dock is at the end of its useful life and needs a full replacement.

Raytheon participates with WHOI on several Navy programs that provide knowledge and insight in the protection of our great nation. Raytheon is also a partner with WHOI on National Science Foundation programs, such as Ocean Observatories Initiative (OOI), that are critical to understanding the effects of climate change and other forces that affect the future of our nation and our world.

The Seaport Economic Council Grant will enable the continuing progress of these existing programs, as well as set the stage for future exciting projects that will benefit Massachusetts and our region's marine industry.

Very Respectfully,

Paul Ferraro
Vice President – Seapower Capability Systems
Raytheon Integrated Defense Systems



**TELEDYNE
MARINE SYSTEMS**
Everywhere you look™

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www.teledynemarinesystems.com

October 4, 2018

Lieutenant Governor Karyn Polito
Office of the Governor
State House, Room 280
Boston, MA 02133

Dear Lieutenant Governor,

Thank you for leading the Seaport Economic Council.

I am in writing in support of the grant application by the Town of Falmouth and Woods Hole Oceanographic Institution (WHOI) to the Seaport Economic Council. Funding from this grant would help pay for infrastructure costs associated with the construction of a state-of-the-art marine research center in Woods Hole.

Teledyne Marine Systems is based in Falmouth and part of a group of leading-edge subsea technology companies. Through acquisitions and collaboration over the past ten years, Teledyne Marine has evolved into an industry powerhouse, bringing Imaging, Instruments, Interconnect, Seismic, and Vehicle technology together to provide total solutions to our customers.

As a business that works and collaborates with WHOI, we understand the importance of having custom infrastructure that supports the needs of maritime companies. You and the Governor have visited the Iselin Marine facility in Woods Hole. This facility is home base to three research vessels – *Neil Armstrong*, *Atlantis* and *Tioga* – and is comprised of test wells, shops and laboratories, and facilitates activities responsible for more than \$50 million annually in direct economic activity benefitting our entire marine ecosystem of businesses.

This current facility is 50 years old and needs to be replaced. A new marine research center will give the Massachusetts maritime sector a competitive edge, help companies like Teledyne Marine Systems grow and add jobs, and serve to bring together WHOI researchers, state and federal agencies, and local companies in unique ways to collaborate on important marine efforts.

A new marine research center opens up new opportunities for companies like Teledyne Marine Systems and would give us the ability to interact with current and new customers for our products. I believe a new marine research center would help our company, additional companies and research institutions like WHOI attract more maritime sector funding to Massachusetts.

I thank you for considering this request and please let me know how we can be supportive.

Sincerely,

Thomas W. Altshuler, Ph.D.
Vice President and Group General Manager



October 1, 2018

Lieutenant Governor Karyn Polito
Office of the Governor
State House, Room 280
Boston, MA 02133

Dear Lieutenant Governor,

I am in writing in support of the grant application by the Town of Falmouth and the Woods Hole Oceanographic Institution (WHOI) to the Seaport Economic Council. Funding from this grant would help pay for infrastructure costs associated with the construction of a state-of-the-art marine research center in Woods Hole.

In essence, this grant would strengthen the role of WHOI as the leading marine research institution in the world, and help cement the importance of the Commonwealth of Massachusetts as a leader in the marine sector for the New England Region as well as the entire United States.

EOM Offshore produces specialized mooring components that may be configured to support multiple industries and research. It is the exclusive licensed distributor for the patented mooring stretch hose technology. In addition to these offerings, EOM Offshore is currently expanding application of this technology to create ecologically-sensitive moorings for Massachusetts' extensive small boating operations (individual moorings as well as bringing power and non-potable water to mooring fields), as well as products to service offshore wind farms.

As a business that spun out of, works and collaborates with WHOI, we understand the importance of having custom infrastructure that supports the needs of maritime companies. You and the Governor have visited the Iselin Marine facility in Woods Hole. This facility is home base to three research vessels – *Neil Armstrong*, *Atlantis* and *Tioga* – and is comprised of test wells, shops and laboratories, and facilitates activities responsible for more than \$50 million annually in direct economic activity benefitting our entire marine ecosystem of businesses.

The WHOI Marine Facility is important to our operations, as we provide funding to WHOI for our research and operations, and the Marine Facility is critical to our company's projects. Without this facility, we might have to go further afield to support our marine requirements.

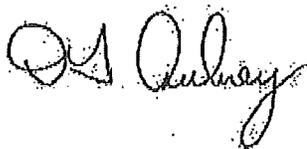
This current facility is 50 years old and needs to be replaced. A new marine research center will give the Massachusetts maritime sector a competitive edge, help companies

like EOM Offshore grow and add jobs, and serve to bring together WHOI researchers, state and federal agencies, and local companies in unique ways to collaborate on important marine efforts.

A new marine research center opens up new opportunities for companies like EOM Offshore and would give us the ability to interact with current and new customers for our products, including offshore wind. I believe a new marine research center would help our company, additional companies and research institutions like WHOI attract more maritime sector funding to Massachusetts.

I thank you for considering this request and please let me know how we can be supportive.

Sincerely,

A handwritten signature in black ink, appearing to read "D. G. Aubrey". The signature is written in a cursive style with a large initial "D" and "A".

David G. Aubrey, Ph.D.
Chief Executive Officer
EOM Offshore LLC
daubrey@eomoffshore.com
[508-566 9958](tel:508-566-9958)



October 10, 2018

Lieutenant Governor Karyn Polito
Office of the Governor
State House, Room 280
Boston, MA 02133

Dear Lieutenant Governor,

I am in writing in support of the grant application by the Town of Falmouth and Woods Hole Oceanographic Institution (WHOI) to the Seaport Economic Council. Funding from this grant would help pay for infrastructure costs associated with the construction of a state-of-the-art marine research center in Woods Hole.

Marblehead-based SeaTrac Systems Inc. is a small business that has recently launched to deliver self-driving boat platforms for open ocean and coastal applications. Our self-driving boat platform is a 15-foot mono-hull boat powered by the sun, intended for year-long open ocean applications.

SeaTrac Systems has exhibited at the current Iselin dock in Woods Hole as part of the Center of Marine Robotics technology showcase. As a business that collaborates with WHOI, we understand the importance of having custom infrastructure that supports the needs of maritime companies.

This Iselin dock is home base to three research vessels – *Neil Armstrong*, *Atlantis* and *Tioga* – and is comprised of test wells, shops and laboratories, and facilitates activities responsible for more than \$50 million annually in direct economic activity benefitting our entire marine ecosystem of businesses.

This current facility is 50 years old and needs to be replaced. A new marine research center opens up new opportunities for companies like SeaTrac Systems and would give us the ability to interact with current and new customers for our products. I believe a new marine research center would help our company expand and add jobs, and give additional companies and research institutions like WHOI the opportunity to grow our Blue Economy.

Thank you for considering this request and please let me know how we can be supportive.

Sincerely,

Alessandra Bianchi ; SeaTrac Crew

SeaTrac Systems, Inc. 32 Gregory Street, Marblehead, MA 01945 www.seatrac.com 781-258-1440c

Marine Biological Laboratory



September 28, 2018

Paul E. Speer, PhD
Chief Operating Officer

Lieutenant Governor Karyn Polito
Office of the Governor
State House, Room 280
Boston, MA 02133

Dear Lieutenant Governor,

On behalf of the Marine Biological Laboratory, I am in writing in support of the grant application by the Town of Falmouth and Woods Hole Oceanographic Institution (WHOI) to the Seaport Economic Council. Funding from this grant would help pay for infrastructure costs associated with the construction of a state-of-the-art marine research center in Woods Hole.

The Marine Biological Laboratory in Woods Hole is dedicated to scientific discovery – exploring fundamental biology, understanding biodiversity and the environment, and informing the human condition through research and education. The Marine Biological Laboratory is a private, nonprofit institution and an affiliate of the University of Chicago.

The Marine Biological Laboratory has been increasing its collaborations with WHOI. We jointly share facilities including the MBLWHOI Library and partner on grant proposals that have resulted in millions of dollars in external funding coming to Massachusetts.

Woods Hole is a world center for marine, biomedical, and environmental science. In addition to WHOI and the Marine Biological Laboratory, there are two federal government facilities - the National Marine Fisheries Service and the U.S. Geological Survey. Collectively, these institutions occupy some 170 buildings, operate a dozen research vessels and collecting boats, employ more than 1,500 year-round people, and offer instruction to approximately 500 students.

The Iselin Marine facility in Woods Hole is homeport to three research vessels – *Neil Armstrong*, *Atlantis* and *Tioga* – and is a thriving hub of marine research and waterfront activity. This dock facility is comprised of test wells, shops and laboratories, and facilitates activities responsible for more than \$50 million per year in economic value. The Iselin Marine facility has been operating for 50 years and needs to be replaced. A new, state of the art marine research center will help advance marine research in the 21st century. It will also help Woods Hole and Massachusetts continue in its leadership position in the maritime sector.

Please let us know how we can be supportive and thank you for considering this request.

Kind Regards,

A handwritten signature in black ink, appearing to read "Paul E. Speer".

THE NEW ENGLAND COUNCIL

October 2, 2018

The Honorable Karyn Polito
Lieutenant Governor
Office of the Governor
The State House, Room 280
Boston, MA 02133

Dear Lieutenant Governor Polito,

I write to express The New England Council's strong support for the grant application by the Town of Falmouth and Woods Hole Oceanographic (WHOI) before the Seaport Economic Council. As you know, The New England Council is a non-partisan alliance of businesses, academic and health institutions, and public and private organizations throughout New England formed to promote economic growth and a high quality of life in the New England region. We believe that the awarding of this grant to the Town of Falmouth and WHOI would benefit the region as a whole by supporting continued innovation and economic growth.

If awarded, the Town of Falmouth and WHOI—a New England Council member—would use the grant funds for costs associated with the eventual construction of a cutting-edge marine research complex that will continue to drive our maritime economy. As you know, Massachusetts is a leader in marine research and many of technologies that fuel this sector. Woods Hole Oceanographic Institution has built and maintained a reputation as the leader in ocean research because of its facilities and the research vessels it operates.

The current marine research facility run by Woods Hole Oceanographic Institution generates about \$35 million a year in external funding but is at the end of its lifespan. Building a new marine research complex will help Falmouth, Woods Hole Oceanographic Institution and our entire region maintain a competitive edge in the field of marine research. Because the external funding that the Institution receives is competitively secured through agencies such as the National Oceanographic and Atmospheric Administration (NOAA) and the National Science Foundation (NSF), it is vital that Massachusetts invest in this marine infrastructure. In addition to the federal research activity at the facility, many of our region's top defense contractors also utilize the facility to test new equipment, adding to the need for a modernized facility.

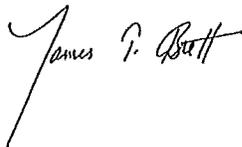
It is important to note that this marine research center will be the first one designed to account for rising sea levels and it will have a lifespan of 100 years. This will allow Falmouth and WHOI to adapt and remain flexible as ocean conditions change, and will provide public and private sector partners with a marine center they can depend on for the 21st century.

The New England Council

98 North Washington Street, Suite 201 • Boston, Massachusetts 02114 • (617) 723-4009
1411 K Street, NW, Suite 700 • Washington, DC 20005 • (202) 547-0048
www.newenglandcouncil.com

Thank you for giving this application careful consideration. If you have any questions, please feel free to contact me or Emily Heisig on our staff at 202-547-0048.

Sincerely,

A handwritten signature in black ink that reads "James T. Brett". The signature is written in a cursive style with a large, sweeping initial "J".

James T. Brett
President & CEO

The New England Council

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MACP

MASSACHUSETTS COMPETITIVE PARTNERSHIP

October 1, 2018

Lieutenant Governor Karyn Polito
Office of the Governor
Room 280
Boston, MA 02133

Dear Lieutenant Governor,

I am in writing in support of the grant application by Woods Hole Oceanographic Institution (WHOI) and the town of Falmouth and to the Seaport Economic Council. Falmouth and WHOI are seeking this grant to help pay for infrastructure costs associated with the construction of a state-of-the-art marine research center in Woods Hole. This marine research facility will unlock new economic and community development opportunities in Massachusetts and solidify the reputation of Massachusetts as a leading state in the “Blue Economy,” covering industries from marine technology to biotech research.

The current dock and facility is home base to three research vessels – *Neil Armstrong*, *Atlantis* and *Tioga* – and is comprised of test wells, shops and laboratories, and other activities responsible for more than \$50 million annually in direct economic activity, benefitting not just WHOI and Falmouth, but related research institutions and enterprises, businesses, and an entire ecosystem of industry comprising the Blue Economy. However, the current facilities are more than 50 years old and in critical need of replacement.

A new marine research center, comprised of a ship’s wharf and associated buildings and facilities, will enable Massachusetts and WHOI to continue marine research efforts and take on important new projects made possible through this center. Crucial private and federal partnerships that benefit Massachusetts are also anticipated to grow. In addition, this will be the first “adaptable” marine research center in the country, and will be designed and constructed for sea level rise to allow the local community and WHOI to be flexible as conditions change in the ocean, and permit crucial research to continue without interruption.

Successful receipt of this grant will allow WHOI and Falmouth to continue the process of constructing this marine research center, and allow all parties that will benefit from a new center and the community to provide input on the future of the region’s marine sector.

Thank you in advance for your attention to this matter. Please feel free to contact me at 617-236-4099 extension 2 should you have any questions.

Sincerely,



Dan O’Connell
President & CEO

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

As Provided under Chapter 119, of the Code of Falmouth, a Public Hearing will be held in the Selectmen's Meeting Room, Falmouth Town Hall on MONDAY, OCTOBER 29, 2018 at 7:30 PM to establish and promulgate fees, which are EFFECTIVE AS OF JANUARY 1, 2019 to be charged by Town Departments and agencies, except as provided by M.G.L., School Department, Planning Board, Library, Town Clerk, Town Treasurer and Collector of Taxes.

Susan L. Moran, Chairman
BOARD OF SELECTMEN

The proposed changes in fees are listed below:

<u>DEPARTMENT</u>	<u>PRESENT FEE</u>	<u>PROPOSED FEE</u>
<u>POLICE DEPARTMENT</u>		
<u>Fingerprint processing fee:</u>		
Manager of Alcoholic Beverage License	--	\$100.00
Hawker and Peddler	\$25.00	\$100.00
Owner or Operator of Public Conveyance	\$25.00	\$100.00
Dealer of Second-Hand Articles	\$25.00	\$100.00
Ice Cream Truck Vendor	--	\$100.00

And such further changes as proposed at the meeting.

*Publication Date: Friday, October 19, 2018; Falmouth Enterprise.
Account #: 2056*

**TOWN OF FALMOUTH
OFFICE OF TOWN COUNSEL
MEMORANDUM**

TO: JULIAN SUSO, TOWN MANAGER
FROM: FRANK K. DUFFY, TOWN COUNSEL
SUBJECT: FINGERPRINT BYLAW
DATE: 10/25/18
CC: BOARD OF SELECTMEN
PETER JOHNSON-STAUH, ASSISTANT TOWN MANAGER
CHIEF EDWARD DUNNE, FALMOUTH POLICE DEPT.
LT. DOUGLAS DECOSTA, FALMOUTH POLICE DEPT.



Mr. Latimer asserted that the fingerprint identification bylaw, Ch. 156, s. 16 et seq. of the Code of Falmouth, is unconstitutionally overreaching and vague as it relates to dealers in second hand articles. This is a reiteration of the argument made at town meeting in April, 2018 when the bylaw was adopted. Basically the premise is dealers in second hand articles includes managers and staff of thrift shops and other facilities operated by charitable corporations such as Falmouth Hospital or the Falmouth Service Center. Since they are law abiding citizens the bylaw is an unwarranted invasion of their personal privacy. His argument, as I understand it, is the bylaw is therefore unconstitutional and cannot be applied to the Murphys who are commercial dealers in second hand articles.

The bylaw is modeled after similar bylaws in other towns. It was adopted by town meeting on April 9, 2018 and submitted to the Attorney General for approval under G.L. c. 40, s. 32. On April 30, 2018 the Murphys submitted a letter to the Attorney General urging her to disapprove the bylaw. The Attorney General approved bylaw and so notified the town by letter on July 2, 2018. The Attorney General noted that the bylaw is specifically authorized by G.L. c. 6, s. 172B1/2 and the Executive Office of Public Safety and Security has issued procedures for local police departments to follow.

The Attorney General's approval is not a guarantee of constitutionality, but it certainly is good evidence of constitutionality. Bylaws enacted by towns and approved by the Attorney General are presumed to be valid. The burden to prove invalidity or unconstitutionality is upon the party making the claim.

There are valid reasons for fingerprint identification for background checks. People can assume the identity of another, but they cannot change the fingerprint. It is a better way to ascertain someone's identity. With respect to dealers in second hand articles, there are legitimate ones and illegitimate ones. While the public may assume a charitable organization dealing in second hand articles is legitimate, experience suggest that is not always the case. Persons have assumed the identity of a charitable organization for unlawful purposes. It is not possible to determine who to trust without proper identification.

It is my opinion the fingerprint identification bylaw is constitutional.

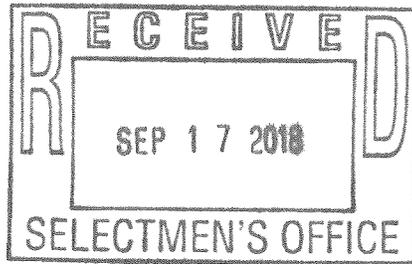
Mrs. Murphy's comments about the notice of public hearing are not on point. A fee hearing is conducted by the Board of Selectmen under authority of Ch. 119 of the Code of Falmouth. Sec. 2 requires the BOS to "publish in a newspaper published in the Town of Falmouth a schedule of proposed fees" and to "conduct a public hearing on the proposed fee schedule within 10 days following the date of publication." The requirements of Ch. 119 have been met. During her remarks, Mrs. Murphy cited G.L. c. 40A, s. 11. This is a zoning statute and establishes the notice for hearing held by the Board of Appeals under the local zoning bylaw. It does not apply to hearing held by the Board of Selectmen under Ch. 119 of the Code of Falmouth.

Approved Fee Schedule – 2018 Recommendations

<u>FEE DESCRIPTION</u>	<u>ORIGINAL FEE</u>		<u>STATE FEE</u>		<u>MINIMUM NEW FEE</u>
Second-Hand Dealers	\$25.00	+	\$30.00	=	\$55.00
Taxi, Limo Operator's Licenses	\$25.00	+	\$30.00	=	\$55.00
Ice Cream Truck Vendor	\$20.00	+	\$30.00	=	\$50.00
Hawker, Peddler, & Solicitor	\$25.00	+	\$30.00	=	\$55.00

Cape & Islands towns with similar bylaws/ordinances that require fingerprint-based background checks include Barnstable, Brewster, Dennis, Harwich, Nantucket, and Yarmouth.

Public Records Requests- Remove from fee schedule. Fees have been established under the Mass Public Records Law (M.G.L. c. 66 s. 10).



**TOWN OF FALMOUTH
Approved Fee Schedule – 2018**

Commented [DD1]: Pages 2, 15, & 16 contain recommended changes.

At a Public Hearing held on November 20, 2017, the following Fee Schedules were voted by the Board of Selectmen as provided under Chapter 119, §2 of the Code of Falmouth.

BEACH

Replacement Sticker	\$10.00
Resident/Taxpayer	\$35.00/year
Seasonal Sticker	\$250.00
One-Week Sticker	\$70.00
Two-Week Sticker	\$120.00
Three-Week Sticker	\$170.00
Four-Week Sticker	\$220.00
Hotel/Motel Sticker	\$10.00/daily
Timesharing/Interval Ownership	\$35.00

DAILY PARKING FEES

Old Silver Beach	\$20.00
Surf Drive Beach	\$15.00
Mill Road Beach	\$10.00
Menauhant Beach	\$10.00
Recreation Vehicles (Old Silver Beach Only)	\$40.00
Other Beaches	\$20.00
Children's Swimming Lessons per Child	\$30.00
Each Additional Child	\$20.00
More than 3 children	up to 3 children \$70.00 no additional cost
Special Use of Public Beach Property	\$200.00/day

BOARD OF ASSESSORS

Copies of Deeds (per sheet)	\$1.00
Copies of Certified Abutters List	\$25.00

BOARD OF SELECTMEN

Yard Sale Permits	\$10.00
Filing Fee (Wetlands, Aquaculture, Fuel Storage)	\$25.00
Advertising Fee (Wetlands)	\$45.00
Advertising Fee (Aquaculture, Fuel Storage)	\$25.00
Vending Machines (Printed Matter, Per Machine)	\$25.00
Taxi License	\$50.00

ENTERTAINMENT LICENSES

Non-Motorized Conveyance	\$25.00
Fortune Tellers	\$50.00
Juke Box	\$75.00

One Entertainer	\$75.00
Dancing, Band, Floor Shows, Theater, Movies	\$100.00
Movie Theater License	\$500.00
Amusement Devices (Video Games) PER MACHINE	\$100.00
Amusement Devices – Seasonal (Video Game) PER MACHINE	\$75.00
Bowling Alleys 1 st Alley	\$30.00
Per Additional Alley	\$15.00
Pool Table	\$100.00

SUNDAY ENTERTAINMENT

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

AUTO DEALERSHIP FEES

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

Second-Hand Dealers ~~\$25.00~~ \$55.00

ALCOHOLIC LICENSES

<u>Year Round All Alcoholic</u>	
Common Victual, Inn Holder	\$1,750.00
Club	\$1,350.00
Veterans Clubs	\$675.00
Retail Package Goods Store	\$1,850.00
Druggist	\$525.00
Filing Fee	\$50.00

Year Round Wine & Malt

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

Seasonal All Alcoholic

Common Victual, Inn Holder:	
Until November 30 th	\$1,650.00

Commented [DD2]: Recommendation: Remove from Town Fee Schedule, Recommendation: Add to the Town Fee Schedule.
Background: Prior to July 2, 2018 the fee was \$25. In accordance with Town Meeting Article 27 (April 9, 2018) and the Attorney General's Office (July 2, 2018) it was increased to \$100, including a new State Fingerprint Processing Fee of \$30.

season	\$250.00
<u>Green Pond:</u>	
Resident	\$142.00/ft.
Non-Resident	\$163.00/ft.
(No parking space provided)	
<u>Power Charges (Seasonal Slips All Areas):</u>	
30 amp/110V (Less than 30')	\$100.00 for the season
30 amp/110V	\$300.00 for the season
50 amp/220V	\$850.00 for the season
100 amp per cord	\$1,950.00/season
<u>Simpson's Landing (Loading and Unloading Area Only):</u>	
Contract rate (yearly)	\$1,000.00
Fueling Truck (yearly)	\$2,500.00
<u>Tide's Bulkhead (Loading and Unloading Area):</u>	
Contract rate (yearly)	\$1,000.00
Fueling Truck (yearly)	\$2,500.00
Transient Commercial Fishing (monthly)	\$250.00
*No passengers for hire	
<u>Eel Pond Dock Outhauls:</u>	
Contract April 15 th to Nov. 15 th	\$900.00
<u>Great Harbor Woods Hole Commercial Fishing Dock (Year Round):</u>	
Transient Dockage / per night	\$.50/ft.–min. \$30.00/night
Annual rate for self propelled	\$20.00 / ft. – Resident
Annual rate for self propelled	\$40.00/ft. – Non-Resident
Loading and Unloading	\$600.00/month or \$4,500.00/yr.
Per load over one ton	\$100.00/load
3 hour tie-up (crew change, loads under one ton)	No Charge
*No passengers for hire or sailboats.	

MARINE AND ENVIRONMENTAL SERVICES DEPARTMENT
SHELLFISHING LICENSES

Commercial	\$300.00
Commercial, Full-Time Student	\$150.00
Non-Resident Recreational	\$100.00
Resident/Tax Payer Recreational	\$30.00
Senior Resident	\$6.00
Replacement of Lost Permits	\$5.00

POLICE DEPARTMENT

License for Each Taxi or Limo	\$25.00
Taxi, Limo Operator's Licenses	\$25.00 \$55.00
Handicapped Parking Fine	\$200.00

Commented [DD3]: Recommendation: Add to the Town Fee Schedule.
Background: Prior to July 2, 2018 the fee was \$25. In accordance with Town Meeting Article 27 (April 9, 2018) and the Attorney General's Office (July 2, 2018) it was increased to \$100, including a new State Fingerprint Processing Fee of \$30.

*Metered Parking (first violation)	\$10.00
Overtime (including meters (*subsequent violations))	\$20.00
Prohibited Area (and others)	\$25.00
Within 10' of Hydrant (and others)	\$50.00
Woods Hole Parking Permit	\$15.00/year

Public Records Requests:

~~Furnishing in hand (walk in):~~

~~Incident/Arrest/Other Reports (excludes domestic violence) \$1.00/page, +\$.50 each additional page~~

~~Preparing and mailing:~~

~~Incident/Arrest/Other Reports (excludes domestic violence) \$1.00/page up to 6 pages, +\$.50 each additional page~~

~~Motor Vehicle Crash Report \$5.00/report, up to 6 pages, +\$.50 each additional page~~

~~Photograph \$10.00 each~~

~~Alarm Registration Fee \$25.00~~

~~Ice Cream Truck Vendor \$50.00~~

~~Hawker and Peddler \$55.00~~

~~Solicitor (includes door-to-door) \$40.00~~

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Commented [DD4]: Recommendation: Remove from Town Fee Schedule, as it is already present within the Public Records Law (M.G.L. c. 66 s. 10)

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Commented [DD5]: Recommendation: Add to the Town Fee Schedule.
Background: Prior to July 2, 2018 the fee was \$50. In accordance with Town Meeting Article 27 (April 9, 2018) and the Attorney General's Office (July 2, 2018) it was increased to \$100, including a new State Fingerprint Processing Fee of \$30.

Commented [DD6]: Recommendation: Add to the Town Fee Schedule.
Background: Prior to July 2, 2018 the fee was \$25. In accordance with Town Meeting Article 27 (April 9, 2018) and the Attorney General's Office (July 2, 2018) it was increased to \$100, including a new State Fingerprint Processing Fee of \$30.

Commented [DD7]: Recommendation: Add to the Town Fee Schedule.
Background: Prior to July 2, 2018 the fee was \$10. In accordance with Town Meeting Article 27 (April 9, 2018) and the Attorney General's Office (July 2, 2018) it was increased to \$100, including a new State Fingerprint Processing Fee of \$30.

RECREATION DEPARTMENT

Youth Flag Football	\$26.00
Youth Soccer	\$26.00
Youth Basketball	\$26.00
Youth Baseball	\$26.00
Youth Softball	\$26.00
Youth Indoor Soccer	\$26.00
Youth Summer Playground Camp	\$150.00/2-week session 9-3 p.m.
	\$175.00/2-week session 9-4 p.m.
Teen Summer Camp	\$175.00/2-week session 9-3 p.m.
	\$190.00/2-week session 9-4 p.m.
Youth Summer Sailing	\$50.00/2-week session
Youth Golf	\$50.00
Use of Gymnasium (Non-Profit Groups)	\$50.00/hour
Use of Gymnasium (Profit Groups)	\$100.00/hour
Use of Gymnasium (All Groups Charging Admission)	\$200.00/hour
Use of Teen Center/Gymnasium for Birthday Parties (includes staff)	\$140.00/2 hrs.
Private Camp Rate for Use of Town Fields (rate is based on camp's weekly registration fee): (Effective 7/1/05, Approved 5/23/05):	
Registration Fee \$10.00 - \$25.00	\$100.00/week
Registration Fee \$25.00 - \$50.00	\$150.00/week
Registration Fee \$50.00 - \$100.00	\$200.00/week
Registration Fee Over \$100.00	\$250.00/week
Field Use: 1-Day Field Fee (for teams not made up of 100% Falmouth residents)	\$100.00/day up to a \$500.00 maximum per season

ARTICLE 27: To see if the Town will vote to adopt a bylaw to be added to Chapter 156 of the Code of Falmouth, Peace and Good Order, authorizing fingerprint-based background checks, as follows:

Article IX

Fingerprint-Based Background Checks

§156-15 Fingerprint-Based Criminal Record Background Checks

§156-15.1 Purpose and Authorization

In order to protect the health, safety, and welfare of the inhabitants of the Town of Falmouth and as authorized by Chapter 6, section 172B ½ of the Massachusetts General Laws as enacted by Chapter 256 of the Acts of 2010, this by-law shall require a) applicants for certain Town licenses permitting engagement in specific occupational activities within the Town as enumerated in Section 156-15.2 below to submit to fingerprinting by the Falmouth Police Department, b) the Police Department to conduct criminal record background checks based on such fingerprints, and c) the Town to consider the results of such background checks in determining whether or not to grant a license.

The Town authorizes the Massachusetts State Police, the Massachusetts Department of Criminal Justice Information Systems (DCJIS), and the Federal Bureau of Investigation (FBI) as may be applicable to conduct on the behalf of the Town and its Police Department fingerprint-based state and national criminal record background checks, including of FBI records, consistent with this by-law. The Town authorizes the Police Department to receive and utilize FBI records in connection with such background checks, consistent with this by-law.

§156-15.2 Applicant's Submission to Fingerprinting by the Falmouth Police Department

Any applicant for a license to engage in any of the following occupational activities within the Town shall submit a full set of fingerprints taken by the Falmouth Police Department within ten (10) days of the date of the application for a license for the purpose of conducting a state and national criminal record background check to determine the suitability of the applicant for the license:

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

At the time of fingerprinting, the Police Department shall notify the individual fingerprinted that the fingerprints will be used to check the individual's FBI criminal history records.

§156-15.3 Police Department Processing of Fingerprint-Based Criminal Records Background Checks and Communication of Results

The Police Department shall transmit fingerprints it has obtained pursuant to Section 156-15.2 of this by-law to the Identification Section of the Massachusetts State Police, DCJIS, and/or the FBI as may be necessary for the purpose of conducting fingerprint-based state and national criminal records background checks of license applicants specified in Section 156-15.2.

The Police Department shall provide the applicant with a copy of the results of his or her fingerprint-based criminal records background check and supply the applicant the opportunity to complete or challenge the accuracy of the information contained in it, including in the FBI identification record. The Police Department shall also supply applicants with information regarding the procedures for obtaining a change, correction, or updating of a criminal record, including a copy of 28 C.F.R. Part 16.34 pertaining to FBI identification records. The Police Department shall not utilize the fingerprint-based criminal records background check pursuant to the paragraph below until it has taken steps detailed in this paragraph and otherwise complied with the Town's policy applicable to Town licensing related criminal record background.

The Police Department shall communicate the results of fingerprint-based criminal record background checks to the applicable licensing authority within the Town. The Police Department shall indicate

whether the applicant has been convicted of, or is awaiting final adjudication for, a crime that bears upon his or her suitability, or any felony or misdemeanor that involved forces or threat of force, controlled substances or a sex-related offense.

§156-15.4 Reliance on Results of Fingerprint-Based Criminal Records Background Checks

Licensing authorities of the Town shall utilize the results of fingerprint-based criminal record background checks for the sole purpose of determining the suitability of the subjects of the checks in connection with the license applications specified in 156-15.2. A Town licensing authority may deny an application for a license on the basis of the results of a fingerprint-based criminal record background check if it determines that the results of the check render the subject unsuitable for the proposed occupational activity. The licensing authority shall consider all applicable laws, regulations and Town policies bearing on an applicant's suitability in making this determination. The licensing authority shall not deny a license based on information in a criminal record unless the applicant has been afforded a reasonable time to correct or complete the record or has declined to do so.

§156-15.5 Compliance with Law, Regulation, and Town Policy

Implementation of this by-law and the conducting of fingerprint-based criminal record background checks by the Town shall be in accordance with all applicable laws, regulations, and town policies, including, but not limited to, the Town's policy applicable to licensing-related criminal record checks which shall include record retention and confidentiality requirements. The Town shall not disseminate the results of fingerprint-based criminal background checks except as may be provided by law, regulation, and town policy. The Town shall not disseminate criminal record information received from the FBI to unauthorized persons or entities.

§156-15.6 Fees

The fee charged by the Police Department for the purpose of conducting fingerprint-based criminal record background checks shall be initially be one hundred dollars (\$100) and thereafter may be determined by the Board of Selectmen in accordance with Chapter 119 of the Code of Falmouth. A portion of the fee, as specified in Mass. Gen. Laws Chapter 6, Section 172B ½, (currently \$30.00) shall be deposited into the Firearms Fingerprint Identity Verification Trust Fund, and the remainder of the fee may be retained by the Town for costs associated with the administration of the fingerprinting system.

§156-15.7 Effective Date

This by-law shall take effect July 1, 2018. Or do or take any other action on this matter. On request of the Board of Selectmen.

RECOMMENDATION (Board of Selectmen): That the Town vote Article 27 as printed in the warrant.

EXPLANATION: This article proposes a bylaw to allow for improved criminal background checks for applicants for five specific licenses:

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

This action ensures that those individuals who apply for certain licenses from the Town to serve and interact with the public are fully and properly vetted in advance through a national fingerprint-based system and present no documentable safety or security risk to Falmouth's citizens, both adults and children. Currently the Town is limited to a background check within Massachusetts information systems. Similar bylaws have been adopted by many other cities and towns in the state.

Diane Davidson

From: Julian Suso <jsuso@falmouthmass.us>
Sent: Thursday, July 26, 2018 4:10 PM
To: 'Frank Duffy'; 'Peter Johnson-Staub'
Cc: 'Edward Dunne'; 'Douglas DeCosta'; 'Michael Palmer'; 'Patricia Harris'; 'Kim Fish'; Diane Davidson
Subject: RE: Fingerprint bylaw - ch. 156 Code of Falmouth

Very good, thank you Frank. I am copying Diane Davidson for her awareness/assistance in adding this to the routine list of BOS "fees" which are reviewed/acted upon later in the year. Thanks Diane.
Julian

From: Frank Duffy [mailto:fduffy@falmouthmass.us]
Sent: Thursday, July 26, 2018 3:29 PM
To: Julian Suso <jsuso@falmouthmass.us>; Peter Johnson-Staub <peter.jstaub@falmouthmass.us>
Cc: 'Edward Dunne' <edunne@falmouthpolice.us>; Douglas DeCosta <ddecosta@falmouthpolice.us>; Michael Palmer <mpalmer@falmouthmass.us>; Patricia Harris <pharris@falmouthmass.us>; Kim Fish <kfish@falmouthmass.us>
Subject: Fingerprint bylaw - ch. 156 Code of Falmouth

Julian: We have received notice from the Attorney General of approval of Art. 27 of the Apr. 2018 ATM adopting Ch. 156, s. 15 et seq. of the Code of Falmouth "Fingerprint Based Background Checks." Sec. 156-15.6, Fees, reads "[t]he fee charged by the Police Department for the purpose of conducting fingerprint based criminal records background checks shall initially be one hundred dollars (\$100) and thereafter may be determined by the Board of Selectmen in accordance with Ch. 119 of the Code of Falmouth."

Ch. 119 of the Code of Falmouth authorizes the Board of Selectmen shall annually establish and promulgate fees to be charged by Falmouth departments. This is done each year in the month of September. Please note that \$30 of the fee collected must be forwarded to the Commonwealth's Firearms Fingerprint Identity Verification Trust Fund and the balance of the fee is retained by the Town.

Please add this item to the schedule of fees for adoption by the board in September. Fees adopted become effective the first day of the following year.

See Ch. 156, s. 15 et seq. of the Code of Falmouth.

Frank K. Duffy, Town Counsel
Town of Falmouth
157 Locust Street
Falmouth, MA 02540
(508) 548-8800 fax (508) 540-0881

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

As provided under Chapter 119, of the Code of Falmouth, a Public Hearing will be held in the Selectmen's Meeting Room, Falmouth Town Hall on MONDAY, OCTOBER 15, 2018 at 7:45 PM to establish and promulgate fees, which are EFFECTIVE AS OF JANUARY 1, 2019 to be charged by Town Departments and agencies, except as provided by M.G.L., School Department, Planning Board, Library, Town Clerk, Town Treasurer and Collector of Taxes.

Susan L. Moran, Chairman
BOARD OF SELECTMEN

The proposed changes in fees are listed below:

<u>DEPARTMENT</u>	<u>PRESENT FEE</u>	<u>PROPOSED FEE</u>
<u>BEACH DEPARTMENT</u>		
Resident/Taxpayer	\$35.00	\$40.00
Timesharing/Interval Ownership	\$35.00	\$40.00
One-Week Sticker	\$70.00	\$80.00
Two-Week Sticker	\$120.00	\$130.00
Three-Week Sticker	\$170.00	\$175.00
Four-Week Sticker	\$220.00	\$225.00
Summer Seasonal Sticker	\$250.00	\$275.00
<u>Daily Parking Fees</u>		
Mill Road Beach	\$10.00	\$15.00
Menauhant Beach (East and West)	\$10.00	\$15.00
<u>BOARD OF SELECTMEN</u>		
<u>Advertising Fees</u>		
Liquor License	\$25.00	\$50.00
Wetlands/Dock	\$45.00	\$70.00 50.00
Aquaculture	\$25.00	\$85.00 35.00
Fuel Storage Tank	\$25.00	\$35.00
Shade Tree Hearing	\$25.00	\$35.00
Building Code Board of Appeals	\$25.00	\$35.00
<u>DEPARTMENT OF PUBLIC WORKS</u>		
<u>Water Department</u>		
Meter Fees: 5/8" Meter	\$175.00	\$275.00
<u>HEALTH</u>		
<u>Food Service Permits</u>		
Annual or seasonal food service permit fewer than 50 seats	\$125.00	\$150.00
Annual or seasonal food service permit more than 50 seats	\$150.00	\$200.00
All Mobile/Temporary over 5 days	\$75.00	\$100.00
Mobile Pre-Packaged Frozen Novelties	None	\$25.00
<u>Retail Food Establishments</u>		
More than 5000 square feet retail space with potentially hazardous food preparation	\$200.00	\$300.00
Less than 5000 square feet retail space with potentially hazardous food preparation	\$150.00	\$200.00
Retail stores offering prepackaged foods, frozen		

novelties & non-potentially hazardous foods	\$25.00	\$50.00
Food Service Re-Inspection Fee (For Critical Violations)	None None	\$100.00 First \$200.00 Subsequent

INSPECTIONAL SERVICES

Swimming Pools

Swimming Pools	\$50.00	Delete
Above Ground Pools	None	\$50.00
In Ground Pools	None	\$150.00

Sealer of Weights and Measures

Balance and Scales:

Over 10,000 lbs	\$150.00	\$200.00
5,000 to 10,000 lbs.	\$100.00	\$120.00
1,000 to 5,000 lbs.	\$80.00	\$100.00
100 to 1,000 lbs.	\$35.00	\$40.00
More than 10 lbs. less than 100 lbs.	\$30.00	\$35.00
10 lbs. or less	\$20.00	\$25.00

Liquid Measuring:

Inlet ½" to 1" – Gasoline/Diesel	\$35.00	\$40.00
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Pumps:

Retesting of Gas Pumps	\$25.00	\$40.00
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Other:

Taxi Meters	\$35.00	\$40.00
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Adjustment Fee:

Per Device	\$10.00	\$35.00
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MARINE AND ENVIRONMENTAL SERVICES

Slips/Wharfage

April 15 th to June 15 th	\$1.00/ft.	Delete
June 16 th to June 30 th	\$1.50/ft.	Delete
April & May	None	\$1.00/ft.
June	None	\$1.50/ft.
Sept. 1 st to Nov. 15 th	\$1.00/ft.	Delete
September	None	\$1.50/ft.
October & November	None	\$1.00/ft.

Main Marina & Davis Floating Dock Section

Resident	\$156.00/ft.	\$157.00/ft.
Non-Resident	\$179.00/ft.	\$180.00/ft.

Charter Boat Section

Resident	\$156.00/ft.	\$157.00/ft.
Non-Resident	\$179.00/ft.	\$180.00/ft.

Winter In-Water Storage

Monthly:	\$7.00/ft.	Delete
Season (11/15-4/15): 25' minimum charge	\$30.00/ft.	Delete
Winter Power 30 amp: Monthly	\$15.00	Delete
Season	\$100.00	Delete
Winter Power 50 amp: Monthly	\$40.00	Delete
Season	\$250.00	Delete

Green Pond

Resident	\$142.00/ft.	\$143.00/ft.
Non-Resident	\$163.00/ft.	\$164.00/ft.

Eel Pond Dock Outhauls

Contract April 15 th to Nov. 15 th	\$900.00	\$300.00
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RECREATION DEPARTMENT

Youth Flag Football	\$26.00	\$30.00
Youth Soccer	\$26.00	\$30.00
Youth Basketball	\$26.00	\$30.00
Youth Baseball	\$26.00	\$30.00
Youth Softball	\$26.00	\$30.00
Youth Indoor Soccer	\$26.00	\$30.00
Youth Summer Sailing (2-week session)	\$50.00	\$75.00

Falmouth Enterprise: Friday, October 5, 2018
Account #: 2056

Diane Davidson

From: Bruce Mogardo <bruce.mogardo@falmouthmass.us>
Sent: Wednesday, September 26, 2018 11:15 AM
To: Diane Davidson
Cc: Paul Miskovsky; Beach Department
Subject: Beach Fees

At a recent Beach Committee meeting, the membership voted the following fee changes:

Change Resident sticker to \$40
Change Interval sticker to \$40

Change parking fee at Mill Rd. to \$15 per car
Change parking fee at Menauhant East and West to \$15

Change Seasonal fees to:

One week to \$80
Two week to \$130
Three week to \$175
Change four week to \$225 ²⁷⁵
Change Summer Seasonal to ~~\$250~~ ⁽⁺⁴⁰⁰⁾

Bruce Mogardo, Beach Supt.

Diane Davidson

From: Bruce Mogardo <bruce.mogardo@falmouthmass.us>
Sent: Wednesday, October 03, 2018 2:22 PM
To: 'Diane Davidson'
Subject: RE: Beach Fees

The seasonal fee recommendation from the Beach committee is \$275

Thanks
Bruce

From: Diane Davidson [mailto:ddavidson@falmouthmass.us]
Sent: Wednesday, October 3, 2018 10:41 AM
To: Bruce Mogardo <bruce.mogardo@falmouthmass.us>
Subject: FW: Beach Fees

Hi Bruce,

I am preparing the legal ad for the fee hearing. The Beach Committee is requesting to change the Summer Seasonal to \$250. As you will see on the Fee Schedule, Seasonal Sticker is presently \$250. Would you please let me know what is being changed for this fee.

Attached is a copy of the current Beach Dept. fees for your reference.

Thank you,

Diane

From: Bruce Mogardo [mailto:bruce.mogardo@falmouthmass.us]
Sent: Wednesday, September 26, 2018 11:15 AM
To: Diane Davidson <ddavidson@falmouthmass.us>
Cc: Paul Miskovsky <paulmiskovsky@yahoo.com>; Beach Department <beach@falmouthmass.us>
Subject: Beach Fees

At a recent Beach Committee meeting, the membership voted the following fee changes:

Change Resident sticker to \$40
Change Interval sticker to \$40

Change parking fee at Mill Rd. to \$15 per car
Change parking fee at Menauhant East and West to \$15

Change Seasonal fees to:

One week to \$80
Two week to \$130
Three week to \$175
Change four week to \$225
Change Summer Seasonal to \$275

Peter Johnson-Staub

From: Peter Johnson-Staub <peter.jstaub@falmouthmass.us>
Sent: Friday, October 26, 2018 4:52 PM
To: Diane Davidson (ddavidson@falmouthmass.us)
Subject: FW: Advertising Fees

Hi Julian,

Diane set me straight on the Aquaculture fee going from \$25 to \$85. It is an “advertising fee” and Diane initiated the increase based on the increase in the cost of advertising hearing notices in the Enterprise. Diane is attempting to set fees closer to the actual cost of the legal ads. The fee schedule has a range of fees advertising hearing notices based on experience of the cost of each category of hearing notice given the varying length of the ads. We typically have only a few Aquaculture hearings per year and while that number may rise slightly it is likely to remain under 10 per year so we are talking about a tiny amount of revenue per year. Since we are going to need to re-advertise anyway, I’d suggest we reduce the proposed increase for Aquaculture and Wetlands Dock as shown below. Attached is the fee schedule as advertised for the hearing last night. Happy to discuss.

Peter

	Existing	Proposed
Liquor License	25	50
Wetlands/Dock	45	50
Aquaculture	25	35
Fuel Storage Tank	25	35
Shade Tree Hearing	25	35
Building Code Board of Appeals	25	35

Peter Johnson-Staub
Assistant Town Manager
Town of Falmouth, MA
P: 508-495-7320

<http://www.falmouthmass.us>

Kindly Remember that under MA General Laws most email correspondence is deemed a public record.

Diane Davidson

From: Steve Rafferty <srafferty@falmouthmass.us>
Sent: Friday, September 14, 2018 3:16 PM
To: 'Diane Davidson'
Subject: RE: Fees for 2019

Water Department Fees:

All are good except the cost for a 5/8 inch meter.

The current purchase price for a 5/8 meter is \$237.15. With 15% markup for administrative etc it comes to \$272.72

Talked this over with Ray Jack and we would like to request a fee revision for a 5/8 inch meter to \$275.

From: Diane Davidson [mailto:ddavidson@falmouthmass.us]

Sent: Monday, September 10, 2018 4:04 PM

To: Bruce Mogardo <bruce.mogardo@falmouthmass.us>; Trisha Favulli <tfavulli@falmouthmass.us>; Jennifer McKay <jmckay@falmouthmass.us>; Amy Coughlin <amy.coughlin@falmouthmass.us>; Ray Jack <rjack@falmouthmass.us>; Samantha Moir <sam.moir@falmouthmass.us>; Linda Davis <spiker04@comcast.net>; Amy Lowell <alowell@falmouthmass.us>; Stephen Rafferty <srafferty@falmouthmass.us>; Michael F. Small <msmall@falmouthfire.us>; Kim Strohm <kstrohm@falmouthfire.us>; Scott McGann <scott.mcgann@falmouthmass.us>; Linda Kinchla <lkinchla@falmouthmass.us>; Corey Pacheco <cpacheco@falmouthmass.us>; Rod Palmer <rod.palmer@falmouthmass.us>; Pamela Marshall <pmarshall@falmouthmass.us>; Gregg Fraser <gregg.fraser@falmouthmass.us>; Edward Dunne <edunne@falmouthpolice.us>; Melinda A. Rebelo <mrebelo@falmouthpolice.us>; Joe Olenick <jolenick@falmouthmass.us>; Kevin Murphy <thequake@aol.com>; Sari Budrow <sbudrow@falmouthmass.us>; Ashley DeMello <ademello@falmouthmass.us>

Cc: Selectmen <selectmen@falmouthmass.us>; Phyllis Downey <phyllis.downey@falmouthmass.us>; Jennifer Petit <jpetit@falmouthmass.us>; Patricia O'Connell <poconnell@falmouthmass.us>

Subject: Fees for 2019

To: Departments and Boards

Attached is the current Approved Fee Schedule for 2018.

1. Please review your portion of the fee schedule and forward any proposed fee changes for 2019 to me by Friday, September 28, 2018.
2. If there are no proposed changes in your fees, please reply to this email, stating "no changes".

A fee hearing is scheduled for the Monday, October 15, 2018 Board of Selectmen's meeting.

Thank you,

Diane

*Diane S. Davidson
Office Manager/Licensing
Office of the Town Manager and Selectmen
Town of Falmouth
59 Town Hall Square
Falmouth, MA 02540*



Falmouth Health Department

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

HEALTH DEPARTMENT

DISPOSAL WORKS CONSTRUCTION PERMITS

✓ New Residential Systems	\$100.00
✓ New Commercial or Multi-Family Systems	\$150.00
✓ Special Permits Fee in Addition to Standard Fees	\$25.00

FOOD SERVICE PERMITS

Annual or Seasonal Food Service Permit Fewer than 50 Seats	current \$125.00 proposed \$150.00
Annual or Seasonal Food Service Permit More than 50 Seats	current \$150.00 proposed \$200.00
✓ Continental Breakfast and Bed & Breakfast Establishments	\$25.00
Frozen Dessert Manufacturer's Permit	\$25.00
Home/Residential Kitchen	\$25.00
Mobile/Temporary food permit: One day – five days	\$15.00/day
All Mobile/Temporary over 5 days	current \$75.00 proposed \$100.00
Mobile Pre-Packaged Frozen Novelties	\$25.00

RETAIL FOOD ESTABLISHMENTS

More than 5000 square feet retail space with potentially hazardous food preparation	current \$200 proposed \$300.00
Less than 5000 square feet retail space with potentially hazardous food preparation	current ¹⁵⁰ 100 proposed \$200.00
Retail stores offering prepackaged foods, frozen novelties & non-potentially hazardous foods only	current \$25.00 proposed \$50.00

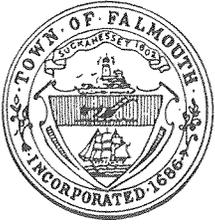
(NEW) FOOD SERVICE RE INSPECTION FEE (FOR CRITICAL VIOLATIONS)

**FIRST \$100.00
SUBSEQUENT \$200.00**

OTHER PERMITS

Well Permits	\$25.00
Swimming Pools & Spa Permits	\$50.00
Motel Permits	\$25.00
Campground Permits	\$50.00
Percolation Test	\$100.00
Rental Permits	\$25.00
Stable Permits – Per Animal	\$5.00
Septic Installers Permits	\$100.00
Septic Pumpers Permits	\$100.00
Rubbish Collectors/Haulers Permits	\$500.00
Town contractor obligated to deliver waste to Upper Cape Regional Transfer Station	\$500.00
All other private rubbish collectors of private and business accounts, including construction and demo roll-off containers—per business	\$50.00
Tobacco Retailer	\$50.00
Semi-Public Beach	\$10.00
Body Art Establishment	\$50.00
Body Art Practitioner	\$25.00
Title 5 Inspection Report filing fee	\$25.00
After Hours (nights and weekends) Inspection Fee	\$200.00

Fees for Activities Commenced without a Permit will be doubled



Town of Falmouth

INSPECTIONAL SERVICES

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

ROD PALMER, C.B.O.
COMMISSIONER

September 28, 2018

The Falmouth Building Department is requesting a modification to the current Electrical fee schedule relative to residential and commercial Swimming pools.

Currently all swimming pools are associated/grouped (see attached) with residential alterations, remodels, solar, and generators.

We are requesting that swimming pools be recognized in a separate group as follows.

(swimming pools)

above ground pools. \$50.00

In ground pools \$150.00

Purpose and justification.

In ground pools require three, sometimes four inspections whereas above ground pools typically require only one inspection.

The Electrical Inspector will make four separate trips and perform four inspections for the fee of \$50.00.

The cost of the Electrical Inspector performing multiple inspections far exceeds the permit charge of \$50.00.

The result of this change will be an increase from \$50.00 to \$150.00 for in ground pools only.

Thank you,

Rod Palmer

Type	Amount
Commercial Additions, Alterations, Remodels	\$100
Commercial Service Change and Services Only	\$100
Commercial Meter	\$10 per meter
Commercial Fire and Burglar Alarm System	\$100
Generators	\$50
Swimming Pool	\$50
Temporary Service	\$50
Carnival, Concession and Fair	\$50
Annual Maintenance Fee	\$200
After Hours and Weekend Inspection Fee	\$150
Re-inspection Fee	\$50

Gas Fees

Type	Amount
Residential 1st appliance	\$40
Residential additional appliances	\$10 each
Residential water heater replacement only	\$40
Commercial 1st appliance	\$65
Commercial additional appliances	\$15 each
Commercial water heater replacement only	\$70
Carnival, Concession, Fair	\$50 per day
Re-inspection	\$50

Proposed fee changes for Weights and Measures”

The proposal for fee increases reflect the added time and number of inspections to the locations effected. I will focus on the increased work involved in providing services that promote “equity in the market place” for both the retailer and the consumer.

Large capacity scales continue to be more time consuming. These are scales with capacity of 1,000 Lbs. or more. These scales need to be done in conjunction with a scale company who provide the weights some times to the capacity of 30,000 + pounds. Any company that does contract work for the state and or town needs to be certified twice per year by the scale company, with only one fee.

Scales with capacity of less than 10 Lbs. to 1,000 Lbs. are done in smaller one scale operations with only one fee per year. With pricing waivers issued by the state many of these locations get multiple consumer complaint each year that are required by state law to be investigated in a timely fashion.

Gas pumps do not take more time than years past however the credit card scanners stations at these locations now need to be visually inspected multiple times per year. Retesting of these pumps upon a failed test requires a return visit typically with an outside service technician.

Taxi meters in the town of Falmouth are inspected once per year. However rarely can a multi permit company be scheduled at one time.

Adjusting fees are rare do to the increased electronic nature of the devices. When done this can be a very time-consuming task.

SEALER OF WEIGHTS AND MEASURES

Balance and Scales:

Over 10,000 lbs.	\$150.00	\$200
5,000 to 10,000 lbs.	\$100.00	\$120
1,000 to 5,000 lbs.	\$80.00	\$100
100 to 1,000 lbs.	\$35.00	\$40
More than 10 lbs. less than 100 lbs.	\$30.00	\$35
10 lbs. or less	\$20.00	\$25

Weights:

Avoirdupois – each	\$1.00 or \$10/set
Metric – each	\$1.00 or \$10/set
Apothecary – each	\$1.00 or \$10/set
Troy – each	\$1.00 or \$10/set

Capacity Vehicle Tank Measures:

Each Indicator	\$6.00
Each 100 gals or fraction thereof	\$3.00

Liquid:

One gal. or less	\$2.00
More than one gal.	\$4.00

Liquid Measuring:

Inlet ½" or less – Oil, Grease	\$10.00
Inlet ½" to 1" – Gasoline/Diesel	\$35.00 \$40

Inlet More Than 1":

Vehicle tank pump	\$50.00
Vehicle tank gravity	\$35.00
Bulk storage	\$40.00
Company Supplies Prover	\$25.00

Pumps:

Each Stop on Pump	\$3.00
Retesting of Gas Pumps	\$25.00 \$40

Other:

Taxi meters	\$35.00	\$40
Odometer, Hub odometer	\$10.00	
Leather Meas. (semi-annual)	\$10.00	
Fabric Measuring	\$15.00	
Wire-Rope Cordage	\$15.00	
Can-Bottle redeemer	\$15.00	
Net weight inspection	\$5.00 / unit	

Town of Barnstable fees

Description	Fee Per Device	
	1 to 3	4 or More
Scale with capacity over 10,000 pounds	\$275	\$250
Scale with capacity 5,000 to 10,000 pounds	\$145	\$120
Scale with capacity 100 to 5,000 pounds	\$90	\$80
Scale with capacity less than 100 pounds	\$60	\$55
Weights (each)	\$10	\$8
Liquid measures	\$40	\$40
Liquid measure meters	—	—
Lubricant meters	\$60	\$55
Motor fuel meters	\$60	\$55
Vehicle tank meters	\$120	\$110
Vehicle tank meter gravity	\$185	\$160
Bulk storage tank meter	\$185	\$160
Mechanical pumps, each stop	\$15	\$15
Taxi meters (semiannually)	\$60	\$55
Commercial odometer - hub odometer	\$60	\$65
Leather measure	\$185	\$160
Dry measure, 1 bushel or less	\$95	\$95
Dry measure, more than 1 bushel	\$130	\$130
Counting device	\$35	\$35
All other measuring devices	\$135	\$135
Rope, wire or chain measuring devices	\$135	\$30
Reinspection fee (after official rejection)	\$100	\$100
Reverse vending machines		
Bottle and can redemption inspection		
Disposable test material supplied by inspector		

Diane Davidson

From: Gregg Fraser <gregg.fraser@falmouthmass.us>
Sent: Friday, September 21, 2018 2:48 PM
To: Diane Davidson
Cc: Gregg2
Subject: FW: 2019 fee proposals with deletions.docx
Attachments: 2019 fee proposals with deletions.docx

Hello Diane,

Just realized I sent this email to Dan Donahue originally instead of you. Sorry about that.

Have a nice weekend.

Gregg

From: Gregg Fraser <gregg.fraser@falmouthmass.us>
Sent: Tuesday, September 11, 2018 8:36 AM
To: Daniel Donahue <ddonahue@falmouthmass.us>
Cc: Gregg2 <gregg.fraser@falmouthmass.us>; Jeff Thomas <jeff@jeffthomas.us>
Subject: 2019 fee proposals with deletions.docx

Good Morning Diane,

Attached are the MES fee proposal changes for 2019. Deletions are crossed out and new fees are colored red.

Basically we are proposing the following:

1. Transient Wharfage: Increase .50/foot for June 1-June 15th & all of September
2. Increase all marina seasonal wharfage fees by \$1.00/ft
3. Delete winter storage fees (we do not do in water storage)
4. Reduce Eel Pond Outhaul fees by \$600

The Waterways Committee reviewed these fees on September 5th. They will vote to approve on October 3rd, however, I do not expect any changes as the fees were well received without any objections.

Thank you,
Gregg

**MARINE AND ENVIRONMENTAL SERVICES DEPARTMENT
ANIMAL CONTROL**

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

**MARINE AND ENVIRONMENTAL SERVICES DEPARTMENT
HARBOR MASTER / WATERWAYS**

MOORINGS

Private (minimum fee \$100.00)	\$45.00 +2.00/ft.
Commercial Yacht Club	\$140.00
Commercial / Boatyard	\$225.00
Demand / Late Fee	\$50.00
Mooring Tackle Removal Fee	\$100.00
Permit Reinstatement	\$50.00
Wait list application fee*	\$10.00
Wait list renewal fee, deadline March 15 th *	\$10.00
(*See chapter 269-3A (3) & (6))	
Mooring Permit Transfer/Change Fee	\$100.00

SLIPS / WHARFAGE

Transient Slips (per day rates):

(July & August: Nights 1-14 regular rate, 15-22 double rate, 23 plus triple rate)

(July & August: maximum stay is 30 nights)

(30 foot minimum shall apply in July & August)

April 15 th to June 15 th	\$1.00/ft.
June 16 th to June 30 th	\$1.50/ft.
April & May	\$1.00/ft
June	\$1.50/ft
July 1 st to August 31 st	
Less than 71'	\$3.00/ft.
72' to 99'	\$3.50/ft.
100' or larger	\$5.00/ft.
Sept. 1 st to Nov. 15 th	\$1.00/ft
September	\$1.50/ft
Oct & Nov	\$1.00/ft
Transient processing transaction fee	\$3.50/each
Power Charges (for transient)	
30 amp cord/110V	\$20.00/day
50 amp cord/220V	\$40.00/day
100 amp cord	\$90.00/day

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

Wait list application fee*	\$10.00
Wait list renewal fee, deadline March 15 th *	\$10.00
(*See chapter 231-6)	

Main Marina & Davis Floating Dock Section:

Resident	\$157.00/ft.
Non-Resident	\$180.00/ft.

Charter Boat Section:

Resident	\$157.00/ft.
Non-Resident	\$180.00/ft.
R23 & R24 10% discount	

Winter In-Water Storage

Monthly:	\$7.00/ft.
Season: (11/15-4/15)	\$30.00/ft.
25' minimum charge	
Winter Power 30amp: monthly	\$15.00
season	\$100.00
Winter Power 50amp: monthly	\$40.00
season	\$250.00

Green Pond:

Resident	\$143.00/ft.
Non-Resident	\$164.00/ft.
(No parking space provided)	

Power Charges (Seasonal Slips All Areas):

30 amp/110V (Less than 30')	\$100.00 for the season
30 amp/110V	\$300.00 for the season
50 amp/220V	\$850.00 for the season
100 amp per cord	\$1,950.00/season

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

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

Tide's Bulkhead (Loading and Unloading Area):

Contract rate (yearly)	\$1,000.00
Fueling Truck (yearly)	\$2,500.00
Transient Commercial Fishing (monthly)	\$250.00

*No passengers for hire

Eel Pond Dock Outhauls:

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

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

Transient Dockage / per night \$.50/ft.–min. \$30.00/night

Annual rate for self propelled \$20.00 / ft. – Resident

Annual rate for self propelled \$40.00/ft. – Non-Resident

Loading and Unloading \$600.00/month or \$4,500.00/yr.

Per load over one ton \$100.00/load

3 hour tie-up (crew change, loads under one ton) No Charge

*No passengers for hire or sailboats.

**MARINE AND ENVIRONMENTAL SERVICES DEPARTMENT
SHELLFISHING LICENSES**

Commercial	\$300.00
Commercial, Full-Time Student	\$150.00
Non-Resident Recreational	\$100.00
Resident/Tax Payer Recreational	\$30.00
Senior Resident	\$6.00
Replacement of Lost Permits	\$5.00

Diane Davidson

From: Joe Olenick <jolenick@falmouthmass.us>
Sent: Thursday, September 13, 2018 4:15 PM
To: 'Diane Davidson'
Subject: RE: Fees for 2019

Hi Diane, The Recreation Committee has approved a fee change for our \$26 programs from \$26 to \$30. And the Sailing program from \$50/2weeks to \$75/2weeks. If you have any questions please let me know. Thanks Joe

From: Diane Davidson <ddavidson@falmouthmass.us>
Sent: Monday, September 10, 2018 4:04 PM
To: Bruce Mogardo <bruce.mogardo@falmouthmass.us>; Trisha Favulli <tfavulli@falmouthmass.us>; Jennifer McKay <jmckay@falmouthmass.us>; Amy Coughlin <amy.coughlin@falmouthmass.us>; Ray Jack <rjack@falmouthmass.us>; Samantha Moir <sam.moir@falmouthmass.us>; Linda Davis <spiker04@comcast.net>; Amy Lowell <alowell@falmouthmass.us>; Stephen Rafferty <srafferty@falmouthmass.us>; Michael F. Small <msmall@falmouthfire.us>; Kim Strohm <kstrohm@falmouthfire.us>; Scott McGann <scott.mcgann@falmouthmass.us>; Linda Kinchla <lkinchla@falmouthmass.us>; Corey Pacheco <cpacheco@falmouthmass.us>; Rod Palmer <rod.palmer@falmouthmass.us>; Pamela Marshall <pmarshall@falmouthmass.us>; Gregg Fraser <gregg.fraser@falmouthmass.us>; Edward Dunne <edunne@falmouthpolice.us>; Melinda A. Rebelo <mrebelo@falmouthpolice.us>; Joe Olenick <jolenick@falmouthmass.us>; Kevin Murphy <thequake@aol.com>; Sari Budrow <sbudrow@falmouthmass.us>; Ashley DeMello <ademello@falmouthmass.us>
Cc: Selectmen <selectmen@falmouthmass.us>; Phyllis Downey <phyllis.downey@falmouthmass.us>; Jennifer Petit <jpetit@falmouthmass.us>; Patricia O'Connell <poconnell@falmouthmass.us>
Subject: Fees for 2019

To: Departments and Boards

Attached is the current Approved Fee Schedule for 2018.

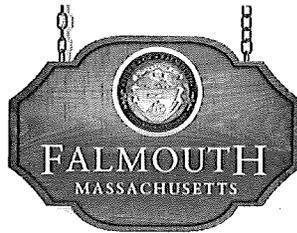
1. Please review your portion of the fee schedule and forward any proposed fee changes for 2019 to me by Friday, September 28, 2018.
2. If there are no proposed changes in your fees, please reply to this email, stating "no changes".

A fee hearing is scheduled for the Monday, October 15, 2018 Board of Selectmen's meeting.

Thank you,

Diane

*Diane S. Davidson
Office Manager/Licensing
Office of the Town Manager and Selectmen
Town of Falmouth
59 Town Hall Square
Falmouth, MA 02540
(508) 495-7321*



Falmouth Board of Health

2017-2018

Report to Selectmen
October 29, 2018

Appointed Members



- ▶ Diana Molloy, RN MSN, Area Director, Bayada Home Health, Chair
- ▶ Stephen Rafferty, BS CE, Civil Engineer, Water Superintendent, Town of Falmouth
- ▶ Ben Van Mooy, MS, PhD, Senior Scientist at Woods Hole Oceanographic Institution
- ▶ Kevin Kroeger, PhD Supervisory Research Biochemist, USGS Woods Hole & Marine Science Center
- ▶ George Heufelder, MS, RS, Former County Health Officer, Wastewater Treatment Plant Operator (newly appointed)
- ▶ Recognition to John Waterbury for his service through 6/18

Health Department Staff

- ▶ Scott McGann, BS, Falmouth Health Agent
Registered Sanitarian, Septic System Inspector, Certified Soil Evaluator,
food safety certification trainer, lead determinator
- ▶ Mallory Langler, BS, Assistant Health Agent
Registered Sanitarian, Certified Soil Evaluator, food safety manager
- ▶ Linda Kinchla Administrative Support
- ▶ Morgan Cardoso Contract food inspector

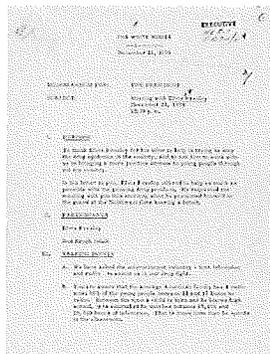
The Board's First Order of Business

- ▶ Review and revise Mission Statement
 - Broader scope reflective of Board responsibility
- ▶ Start each meeting with reading our Mission



Ongoing Business Agendas

- ▶ Septic related requests for variances
- ▶ Community/public health related topics
- ▶ Update on operations and staffing from the health agent



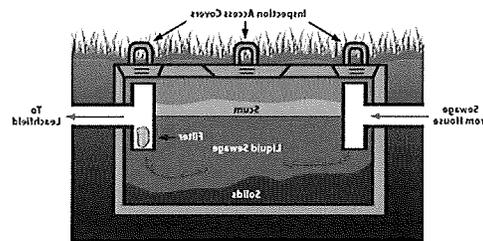
Public and Semi-public Pool Regulations

- ▶ Tragic event at pool led the Board to evaluate our regulations.
- ▶ Reviewed DPH report, reviewed others' regulations
- ▶ Gathered input
- ▶ Revised regulations



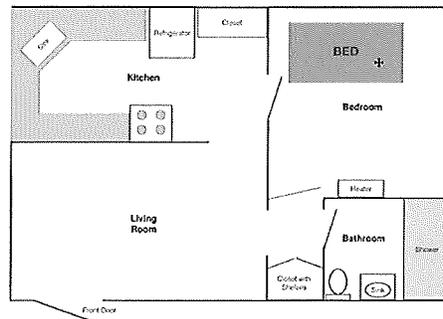
Innovative and Alternative Septic System Maintenance Compliance

- ▶ Addressed non compliance with home for required maintenance contracts
- ▶ Town Counsel support
- ▶ Obtained compliance.
- ▶ Process measures in place for future issues.



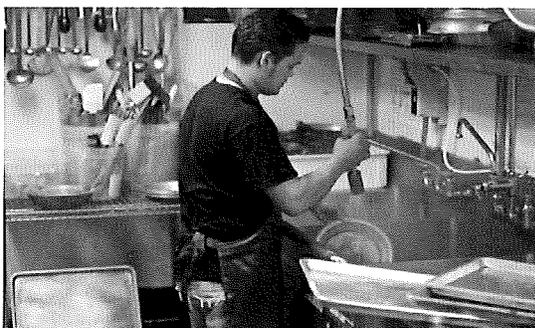
Accessory Apartment Bylaw

- ▶ Multi department work group to overcome barriers related to septic system regulations



Compliance with Sanitary Codes for Restaurants

- ▶ Ongoing support for health agent to ensure compliance of restaurants and vendors
- ▶ See Health Agent Report



Tick-borne Disease Prevention

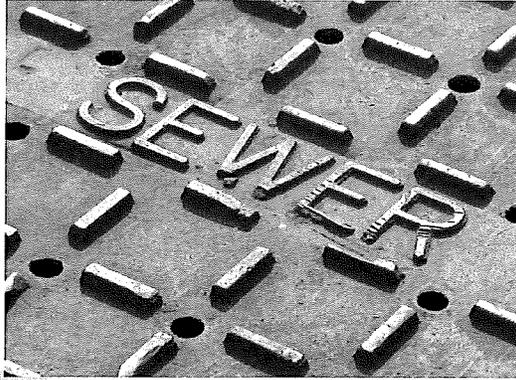
- ▶ Supported Asst. Health Agent, Mallory Langley

Project priority for Spring



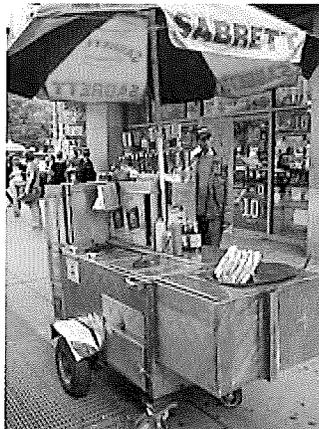
Little Pond Sewer Service Area

- ▶ Streamlined processes for sign off of connections and confirming abandonment of current cesspools.



Increasing Community Events

- ▶ Health Department workload
- ▶ Use of contracted food service inspectors



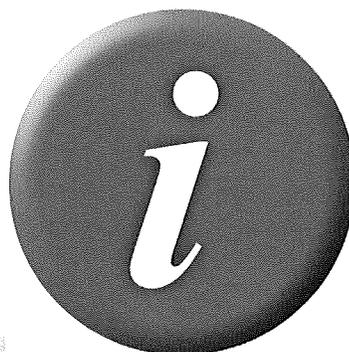
Ongoing Education of the Board

- ▶ Looking toward Health Agent to provide ongoing education related to the Board related to scope of authority.
- ▶ Presentations from community members with expertise in various health related topics



List of identified priorities

- ▶ Handout to be utilized as guide for agenda items
- ▶ Summary letter for your reference



Questions???

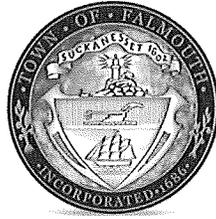
- ▶ Additional Board of Selectmen priority initiatives?
- ▶ Additional Town Manager and Asst. Manger priority initiatives?

The Opportunity

- ▶ *Thank you for your service and ongoing support to the Board of Health and the opportunity we have to:*
- ▶ “protect and promote the health, safety and well-being of residents and visitors of the Town of Falmouth”.

THANK
You!

Falmouth Board of Health



2018-2019

Priority Initiatives

Board of Health priority initiatives have been divided into two categories. Operational focus areas are those identified for the health agent and his team, in collaboration with the Board, to ensure departmental resources are available to meet the need with state and local Board of Health Regulations.

Community Health initiatives are priority topic areas identified by The Falmouth Board of Health to address in collaboration with other town/community organizations to enhance the well-being of residents and visitors of Falmouth.

Operational Initiatives

Topic	Goal	Assigned Staff/Members	Target Date
Authority of Agent for Septic Approval	Develop dept policy for authority of agent granting permissions for specific variances	George/Scott	Dec 2018
Adequate departmental staffing	Define dept staffing needs for FTE and contract staff to meet increasing demands of dept. for all required inspections and oversight.	Steve/Scott	Dec 2018
Fee structure for permits	Develop listing of recommended fees and confirmation of services	Steve/Scott	Nov 2018
I/A Enforcement Process	Update any local regulations as determined with Board review of current regs	George/Scott	Oct-Nov 2018
Food service establishment processes	HOLD		
Septic Pumping record process	Explore database access/system for tracking pumping frequency and dates for general septic in town	Scott/Amy	Jan/Feb 2019
Records maintenance system/process	To get all past septic approval documents electronically stored and process and procedure for future recording	Scott	August 2018
KI Distribution	Expand community outreach and distribution of KI	Scott/Kevin	Spring 2019

Community Health Initiatives

Topic	Goal	Assigned Staff/Member	Target Date
Tick Prevention	Develop and implement strategies for minimizing tick borne exposure and illness.	HOLD for Mallory return/Kevin	Spring 2019
Opioid/Aids Crisis	Develop relationships with existing organizational efforts	Diana/Scott	Nov 2018

Intervention	for BOH tasks/initiatives related to prevention and management of issues		
Web Education and Outreach	Develop process for and specific content for community education on website related to current BOH initiatives	Ben/Mallory	Nov 2018
Pool Safety	Revisit and if applicable refine regulations	Board	Nov 2018
Fluoridation of drinking water	Establish relationship with DPW to collect data and explore goals	Ben	Jan 2019
Liaison Roles to:			
Water Quality	Participate in efforts to address water quality issues in water sheds and coastal pond estuaries.	Kevin and Scott with Assistance John W	Nov Dec 2018
Accessory Apartments	Participate in revision of Acc Apt proposed by law	Scott/Diana	Aug 2018
Mental Health Services	Hoarding and VNA collaboration/Human Services	Scott/Diana	Oct- Nov 2018
Other Topics	Future		
Gun Safety/Violence Prevention	HOLD	HOLD	
Vehicular Deaths	HOLD	HOLD	
Unregulated contaminants	HOLD	HOLD	
AED Device access	HOLD	HOLD	
Poverty in Falmouth	HOLD	HOLD	



Town of Falmouth

Board of Health

To: Falmouth Selectmen

From: Falmouth Board of Health

Date: Sept 2018

RE: Update/Report for 2017-2018 FY Board of Health Initiatives

Dear Selectmen,

On behalf of the Falmouth Board of Health and Scott McGann, the new Board of Health Agent, in an effort to ensure communication and collaboration of Town Committees and priorities, the following is provided as a summary of initiatives undertaken during this past fiscal year.

In January 2017 the Board added to its usual agenda, a review and revision of the Mission of the Board to enhance the scope of the work and make it more inclusive of health and welfare of the community. The Mission is read at each meeting as part of our opening remarks and is the basis for all initiatives of the Board and Department of Health.

Attached is a list of current initiatives the Board is planning to address this coming FY 2018-19 in collaboration with the new Health Agent and other Town departments and committees. An additional goal is to evaluate current processes, procedures and practices to ensure efficiency of department efforts, as well as enhance public service/customer service, and improve perception of the community to support health and wellness.

New Falmouth Board of Health Mission

The mission of the Board of Health is to protect and promote the health, safety and well-being of residents and visitors of the Town of Falmouth. The primary functions of the Board of Health to achieve our mission are to: prevent and control disease, enforce state and local regulations, promulgate local health regulations, identify and protect from environmental hazards, and advocate for a healthy community.

Following a tragic event at one of our semi-public pools, the Board began the following tasks: reviewing current regulations, and the regulations of surrounding towns; gathering input from first responders and the community through several public forums; developing reasonable additions aimed at enhancing safety of public and semi-public pools. Some of the changes included requirements for gate self-locking mechanisms, maximum ratio for responsible adults to children, land line access to 911 and provision of access maps to the local fire departments. These were implemented this spring and over the next few months the agenda will include further review and evaluation of impacts

of the implemented changes on the pool owners as well as the achievement of goal for additional/enhanced safety interventions.

For a lengthy period of time, the Board worked to enforce compliance for approximately twenty non-compliant homes with Innovative/Alternative system maintenance contracts. After letters from the Health Agent, requiring compliance with approved Falmouth regulations for the I/A systems, the Board ordered the Health Agent (David Carignan at the time), to ticket each homeowner as was determined to be the acceptable practice. At this point we have gained compliance and the Health Agent is provided with regular reports from the County, the entity that collects and reviews the reports for performance data.

For 2018-19 FY the Board is planning to review and potentially revise the Falmouth Regulations related to the I/A systems approval process, maintenance and performance requirements and enforcement processes. Some of this work will be in collaboration with the Water Quality Management Committee.

In effort to support the Accessory Apt Bylaw passed last year, the Board worked to remove barriers related to septic system issues with the Bylaw and participated in a multi departmental work group to re- evaluate the Bylaw and find solutions to some of the barriers faced by applicants.

The Board also researched and thoroughly reviewed many challenging applications for septic system replacements for space constrained lots to ensure decisions were in alignment with Title 5 regulations and Board authority for granting variances.

At the end of last summer, the Agent had to close a local restaurant. In order to ensure ongoing compliance with Food Regulations, the Board revisited issues and performance with the restaurant management to ensure adequate procedures were integrated into daily practices. This situation did prompt the Board to discuss and review processes and procedures when Agent identifies significant violations of the Food/Sanitary Code.

Tick borne disease prevention was another area of investigation and planning.

The Little Pond Sewer Service Area Project generated challenges for staffing within the department with current practices for onsite review of connections and septic abandonments. Following review of Board requirements, authority and options for assistance, the Board was able to work with the Agent to institute a less cumbersome and time consuming process with review and signatory requirements.

As community events increase to promote activity and tourism in Falmouth, the Board has become increasingly aware of additional resources required any time food/beverages are included in the event. Going forward the Board anticipates ongoing discussions for current and needed resources. Our Asst. Agent has been deployed for many of the months during this period and the Board is sensitive to the needs to ensure compliance, public service support and availability as well as community collaboration in health and wellness initiatives.

Though many other topics were brought before the Board and addressed throughout the year, the above signifies more project oriented efforts.

Respectfully submitted on behalf of the Falmouth Board of Health,

Diana Molloy, Chair

HEALTH DEPARTMENT ANNUAL REPORT

STAFFING

The Health Department had changes in staffing during FY '18:

- The Health Agent position filled April 2018.
- In May 2018, a temporary Asst. Health Agent position was filled for staff on leave.
- Added 16 hours a week of staffing for increased food inspections in September 2017.

INSPECTIONS

The Health Department performed 2,136 inspections/ site visits during the course of FY'18.

Title 5 systems	370	Food (all types)	725
Soil evaluations (perc tests)	273	Camps/ motels/ lodging	20
LPSSA septic abandonments	506	Environmental hazards	15
Housing	17	Misc nuisance complaints	155
Public pools	55		

PERMITS/ LICENSES/ FEES

The Health Department issued 1,399 licenses and permits during FY'18. Total revenue from all sources was \$132,175.

Septic/ Title 5	327	Trench permits	240
Food service	437	Wells	16
Pools	36	Septic hauler	21
Tobacco	37	Septic installer	80
Refuse hauler	2	Stables (horse)	6
Camp/ lodging	19	Beaches	18
Rental registration	158	Tanning salons	2

Other misc. collected fees

Title 5 reports	780	Hearing fees	44
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HAZARDOUS WASTE REMOVAL

Falmouth cooperates with other upper cape towns (Mashpee, Bourne, Sandwich) in regional hazardous waste collections. The Barnstable County Agricultural Extension Service offer several regional collections where the public can drop off hazardous materials free of charge to be disposed properly. A

total of 767 Falmouth households brought waste to the FY 2018 collections (8/17, 10/17, 4/18 & 6/18) and accounted for 45% of the total waste removed between the four participating towns.

The Health Department continues to maintain a sharps disposal kiosk at the Main St. Falmouth Fire Department. Residents may drop their used syringes in a suitable sharps container (provided at the kiosk) at any time. In FY'18, Falmouth disposed of approximately 1,050 lbs. of used syringes.

DISEASE PREVENTION

The Health Department contracts with the Visiting Nurse Association for the Town's nursing services. They are responsible for:

- Communicable disease surveillance and reporting for the Town through the MA DPH disease tracking system (MAVEN).
- Performing wellness clinics throughout the year, many through the Senior Center.
- Conducting flu immunizations during public clinics. Vaccinated 157 residents in FY'18.

BOARD OF HEALTH ACTIVITY

23 meetings were held during FY '18.

- Over 50 Title 5 variances and enhanced nitrogen removal system hearings.
- The Board promulgated new public/semi-public pool regulations.
- Created goals for improving specific aspects of public health.
- Worked with other boards on bylaws, such as the accessory apartment bylaw.

HEALTH DEPARTMENT

Scott McGann	Health Agent
Mallory Langler	Asst. Health Agent
Linda Kinchla	Prin. Office Assistant
Morgan Cardoso	Inspector
Bernard Sullivan	Temp Asst. Health Agent
Dan Callahan	LPSSA septic abandonments

BOARD OF HEALTH

Diana Molloy - Chair	John Waterbury
Steve Rafferty	Kevin Kroeger
Benjamin Van Mooy	

Review of Beach Rules after 2018 Implementation

What Worked Well:

Implementation of the new rules and policies was started at the staff orientation in June. I met with each head guard to insure the understanding of the policies for each situation at each beach. We also made it a focus point at roll call several mornings a week emphasizing how to make decisions and how to speak to beach patrons when explaining the policy. Below are some examples of changes that worked well:

- Personally informing each group wishing to play a game at the beach that it was or was not permitted and why;
- When a game was permitted, advise participants that the game may be closed if the beach gets too crowded;
- The use of parking attendants as spotters at Heights and Old Silver permitted lifeguards to concentrate on water safety;
- Moving the lifeguard's chairs further back so as to increase awareness of sand safety issues;
- Advertising two beaches where water craft could be safely launched, one on each side of town;
- Asking staff to be more personable when informing people about beach policies helped people understand the rules better, so fewer unhappy people;
- Speaking with people during rotations in an informal way improved public relations;

New Concerns:

- After hours drinking and dogs on the beaches required more time to clean up dog waste and trash;
- More and more people are using the beach so beaches were more crowded. Will request an increase in lifeguards and parking attendants;
- Increase in household trash in beach trash receptacles;

Common Complaints:

- Asking people to take down or move their umbrellas so as to not block the line of sight or path for the lifeguards.
- People with dogs off leash during the evenings scaring people or taking peoples food.

Data collected from Falmouth Heights Beach from June 23, 2018 to August 20, 2018:

- Three hundred plus people informed of the new ball playing/beach games rule, the average was 6 times a day.
- On days ball playing was permitted, 11 people were asked to stop because of safety concerns.
- On days not permitted, 110 people were asked to stop because of heavy beach attendance.
- Twenty-nine people were asked to put alcohol away.
- One person drinking alcohol would not stop so police were called.

- Seventeen people were asked to move or take down their umbrellas because it was blocking the line of sight of the lifeguards.
- Four requests to move tents to the rear of the beach or behind the lifeguard chairs.
- Four dog owners were asked to remove their dogs from the beach;
- Three people were informed that they could not leave their dog in the vehicle;

Suggestions:

- Increase Animal Control presence to reduce dogs and dog waste on the beaches.

Cape Light Compact's 2019-2021 Three-Year Energy Efficiency Plan

**Cape Light
Compact**



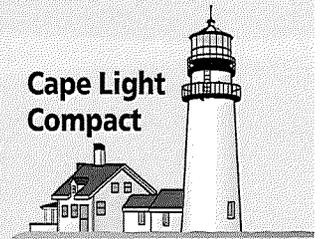
Working Together Toward A Smarter Energy Future

Agenda for Presentation

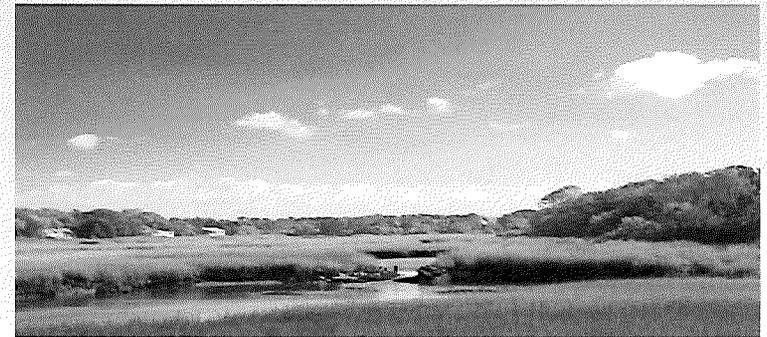


- Overview of Cape Light Compact (CLC)
- Three Year Energy Efficiency Plan – Cape Light Compact Enhancements and New Opportunities
 - 2019-2021 is the fourth 3-year Energy Efficiency Plan filed by the Program Administrators (PAs).
 - PAs = Cape Light Compact and & Investor Owned Utilities (e.g. Eversource)

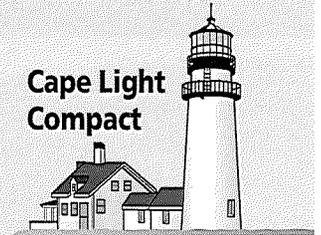
Cape Light Compact



- Award-winning energy services organization operated by the 21 towns on Cape Cod and Martha's Vineyard
- Mission: serve customers through delivery of
 - proven energy efficiency programs
 - effective consumer advocacy
 - competitive power supply and green aggregation
- Model for other community choice aggregation programs in MA and nationally



Background on Three-Year Energy Efficiency Plan



- 2008 Massachusetts Green Communities Act (GCA) mandates *“electric and natural gas resource needs shall first be met through all available energy efficiency and demand reduction resources that are cost effective or less expensive than supply.”*
- 2018 Amendments to the GCA:
 - Explicitly allows for cost effective energy storage and other active demand management technologies
 - Adds cost-effective strategic electrification
 - Explicitly authorizes renewable funding through EE funds
 - Changes cost-effectiveness requirement from program level to sector level (increases flexibility)
- Meetings with Department of Energy Resources and the Attorney General indicate Program Administrators’ 2019-2021 Energy Efficiency Plans should comply with amendments
- Compact works collaboratively with seven other statewide PAs to provide cost-effective energy efficiency programs. These programs are most commonly known as Mass Save®.

Overview of Compact Programs



Sector	Program	Initiative
Residential	Residential New Buildings	Residential New Homes & Renovations
	Residential Existing Buildings	Residential Coordinated Delivery
		Residential Conservation Services
		Residential Retail
		Residential Behavior & Active Demand Reduction
Income-Eligible	Income-Eligible Existing Buildings	Income-Eligible Coordinated Delivery
Commercial & Industrial	C&I New Buildings	C&I New Buildings and Major Renovations
	C&I Existing Buildings	C&I Existing Building Retrofit
		C&I New & Replacement Equipment
		C&I Active Demand Reduction

Residential is non-income eligible, 61% + of state median income and includes multi-family (5+ units)

Income Eligible is up to 60% state median income, fuel assistance, and other income eligible benefits

Commercial and Industrial is businesses (including non-profits, churches, etc.), industrial, and municipal

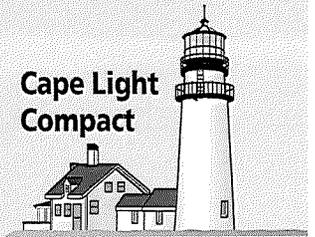
CLC Specific Program Enhancements

**Cape Light
Compact**



Working Together Toward A Smarter Energy Future

CLC Enhancements



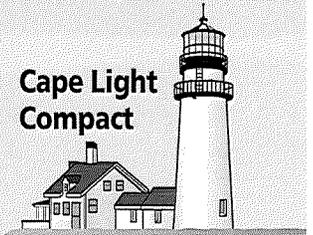
Residential

- Continue with cost effective no cap insulation offer for residential customers
- Continue to serve all electric customers who contact the Compact regardless of how they heat their homes
- Continue offering 100% insulation incentives to our renter and moderate income customers
- Continue to explore ways to serve our hard-to-reach customers
- Battery Storage and Active Demand Response
- Behavior Offering Home Energy Report – Opower
- Strategic Electrification Offering
 - 700 total residential customers: convert oil, propane, electric resistance heat to cold climate heat pumps
 - Install PV systems to support electrification of heating system
 - Install battery storage for demand response
 - Tiered incentives based on income



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CLC Enhancements continued



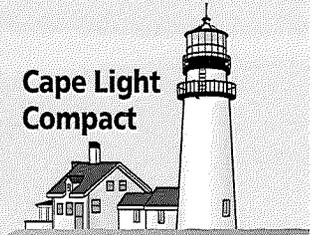
Commercial & Industrial

- Municipal up to 100% cost effective incentives
- Eligible Non-profits 100% cost effective incentives
- Year-round tenants 100% cost effective incentives
- Serve Oil, propane, other fuel customers
- Continue to Offer “Main Streets”



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Enhanced Residential Income Verification Offerings



- Continue Compact-specific income verification for low-income customers

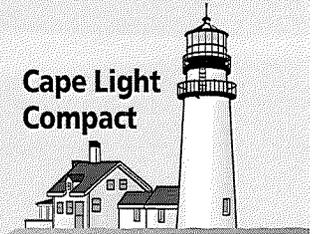
Household Members	60% State Median Income (SMI)
1	\$35,510
2	\$46,437
3	\$57,363
4	\$68,289

- Continue Compact-specific income verification for customers 61-80% and 81-120% of Barnstable and Dukes County AMI

Household Members	61-80% Barnstable County AMI	61-80% Dukes County AMI	81-120% Barnstable County AMI	81-120% Dukes County AMI
1	\$35,511 - \$48,300	\$35,511 - \$50,350	\$50,351 - \$72,480	\$50,351 - \$77,880
2	\$46,438 - \$55,200	\$46,438 - \$57,550	\$57,551 - \$82,800	\$57,551 - \$89,040
3	\$57,364 - \$62,100	\$57,364 - \$64,750	\$64,751 - \$93,120	\$64,751 - \$100,200
4	\$68,290 - \$68,950	\$68,290 - \$71,900	\$71,901 - 103,440	\$71,901 - \$111,240

Based on U.S. Department of Housing and Urban Development (HUD) income limits for 2018.

2019 – 2021 Budget and savings



Total Budget (all sectors) October with a Benefit Cost Ratio of 2.21

2019	2020	2021	2019 - 2021
\$47,212,059	\$58,194,204	\$61,392,479	\$166,798,742

Net Savings (all sectors) October

	2019	2020	2021	2019 - 2021
Annual (MWh)	40,687	40,320	37,546	118,554
Lifetime (MWh)	335,288	349,480	354,465	1,039,233

2019 – 2021 Bill Impacts



Residential (R-1)

Years	EERF	Energy Conservation	Avg. Monthly Usage (kWh)	Total Cost (per month)
2018	\$0.01859 +	\$0.00250 x	516 =	\$10.88
2019-2021	\$0.02797 +	x	=	\$15.72
Total Cost difference				\$4.84

Bill Impact of Enhancements

Resi 19-21 Total Cost / mo \$4.56

LI 19-21 Total Cost / mo \$0.87

C&I 19-21 Total Cost / mo \$1.64 - \$44.28

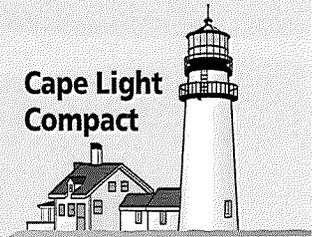
Low Income (R-2)

Years	EERF	Energy Conservation	Avg. Monthly Usage (kWh)	Total Cost (per month)
2018	\$0.00148 +	\$0.00250 x	488 =	\$1.94
2019-2021	\$0.00336 +	x	=	\$2.86
Total Cost difference				\$0.92

C&I Small General Service (G-1)

Years	EERF	Energy Conservation	Avg. Monthly Usage (kWh)	Total Cost (per month)	Avg. Monthly Usage (kWh)	Total Cost (per month)
2018	\$0.00530 +	\$0.00250 x	400 =	\$3.12	10,800 =	\$84.24
2019-2021	\$0.01502 +	x	=	\$7.01	=	\$189.22
Total Cost difference				\$3.89		\$104.98

Next Steps



We Want Your Feedback:

- Cape Light Compact's online survey – www.capelightcompact.org/eeplan
- Email – info@capelightcompact.org

Date	Action
October 31	Compact & all PAs file final 2019-2021 Statewide EE Plan with Department of Public Utilities

Thank You!

- April and September Draft Plans
<https://www.capelightcompact.org/eeplan/>

Feedback

- Cape Light Compact's online survey
www.capelightcompact.org/eeplan

- Email

info@capelightcompact.org

- Mail

Cape Light Compact JPE
Attn: M. Downey
261 Whites Path, Unit 4
South Yarmouth, MA 02664

**Cape Light
Compact**



Working Together Toward A Smarter Energy Future



Peter M. McConarty, P.E., P.L.S.
Deputy Director of Public Works

Department of Public Works

416 Gifford Street
Falmouth, MA 02350
Cape Cod

Telephone: (508) 457-2543
Fax: (508) 548-1537
Email: pmcconarty@falmouthmass.us

October 29, 2018

Great Bay Street - Recommended Road Closures

Oak Street to Randolph Street – Currently Closed

Randolph Street to Harrington Street – Currently Closed

Harrington Street to Montauk Street – Must remain open due to boat ramp.

Montauk Street to Cypress Street – Currently Closed

Cypress Street to Philadelphia Street – Cannot close due to driveways

Philadelphia Street to Bourne Street – Recommended for closure

Bourne Street to Cedar Street - Recommended for closure

Cedar Street to Iroquois Street - Recommended for closure

Iroquois Street to Toledo Street - Currently Closed

Toledo Street to Reynolds Street - Currently Closed

Reynolds Street to Mayflower Street - Currently Closed

Mayflower Street to Narragansett Street - Cannot close due to driveways

Narragansett Street to Palm Street - Cannot close due to driveways

Palm Street to Maple Street - Cannot close due to driveways

Maple Street to Hiawatha Street - Recommended for closure

Hiawatha Street to Providence Street - Currently Closed

Providence to Lawrence Street - Recommended for closure

Lawrence Street to Hamilton Street - Cannot close due to driveways

Hamilton Street to Massasoit Street - Cannot close due to driveways

Massasoit Street to Harmony Street - Recommended for closure

Harmony Street to Pocasset Street - Currently Closed

Pocasset Street to Boston Street - Cannot close due to driveways

Boston Street to Brockton Street – Recommended for closure before public landing.



Falmouth Police Department
Chief Edward A. Dunne

October 2, 2018

Mr. Peter McConarty
Deputy Director of Public Works
416 Gifford Street
Falmouth, MA 02540

RE: Great Bay Street – Recommended Road Closures

Dear Mr. McConarty,

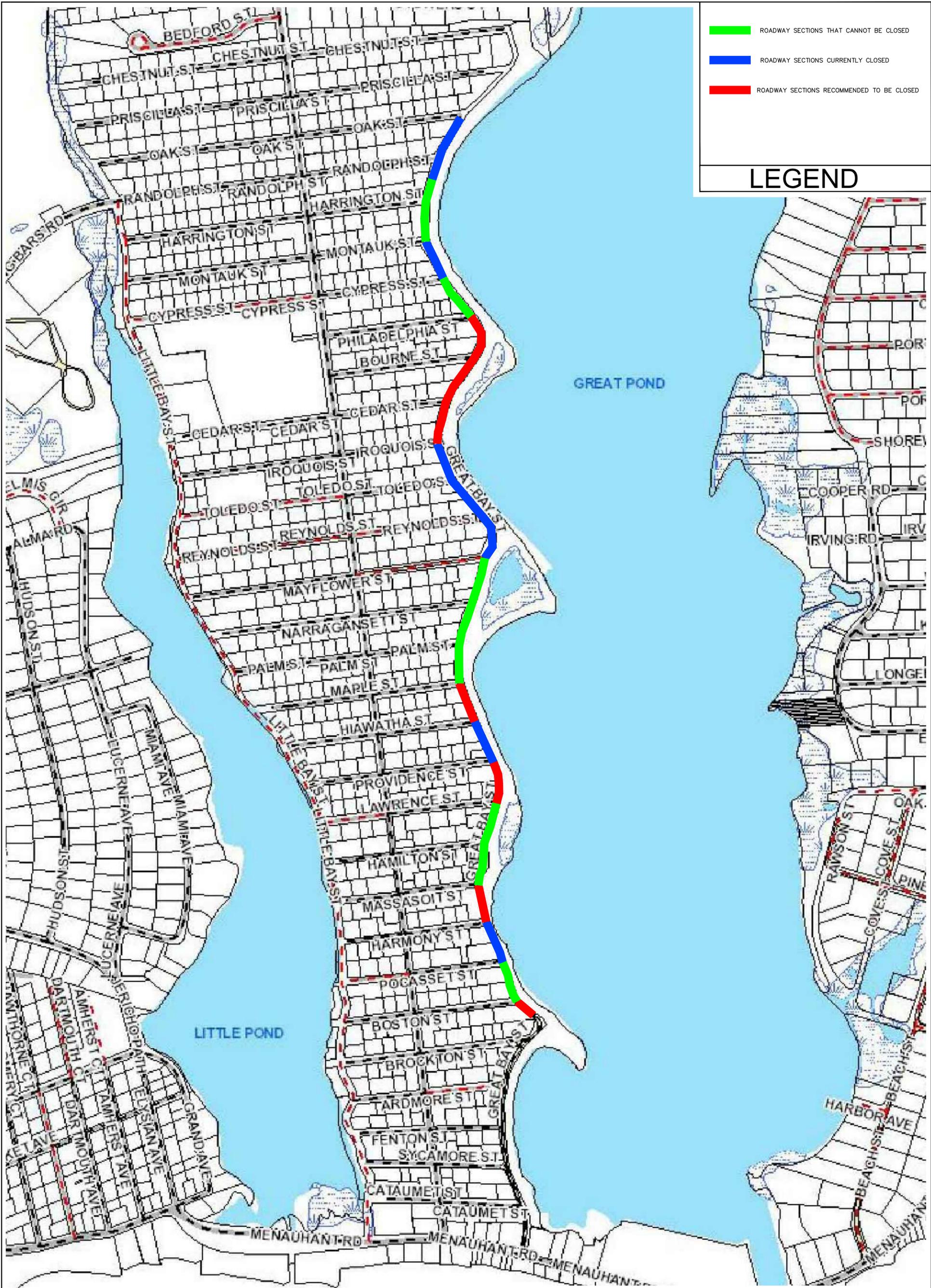
On Tuesday, October 2, 2018 James E. McLoughlin, PE Town Engineer, you and myself met and discussed the recommended road closures for Great Bay Street. The Police Department agrees with your recommendations.

Please contact my office at 774-255-4529 Ext. 4500 if you have any further questions.

Regards,

Edward A. Dunne
Chief of Police

cc: James E. McLoughlin, PE Town Engineer



- █ ROADWAY SECTIONS THAT CANNOT BE CLOSED
- █ ROADWAY SECTIONS CURRENTLY CLOSED
- █ ROADWAY SECTIONS RECOMMENDED TO BE CLOSED

LEGEND

DATE	BY	REVISION
TOWN OF FALMOUTH DEPARTMENT OF PUBLIC WORKS		
ENGINEERING DIVISION 416 GIFFORD STREET FALMOUTH, MA 02540 508-457-2543		



ROAD CLOSURE PLAN

GREAT BAY STREET

E. FALMOUTH, MA

DRAWN: PMM	DATE: SEPTEMBER 27, 2018
DESIGN: PMM	Scale: 1" = 50'
CHECK: JFG	
Drawing: Great Bay St\2018\Road Closure.Plan	

SHEET
 1 OF 1

Peter McConarty

From: Michael Small <msmall@falmouthfire.us>
Sent: Wednesday, October 03, 2018 10:02 AM
To: 'Peter McConarty'
Cc: Timothy Smith; Scott Thrasher; mtrott@falmouthfire.us
Subject: RE: Great Bay Street - Recommended Road Closures

Peter,

The Fire Department has no objections. Let me know if you need a formal letter.

Mike

-----Original Message-----

From: Peter McConarty <pmcconarty@falmouthmass.us>
Sent: Wednesday, October 3, 2018 8:45 AM
To: 'Mike Small' <msmall@falmouthfire.us>
Subject: Great Bay Street - Recommended Road Closures

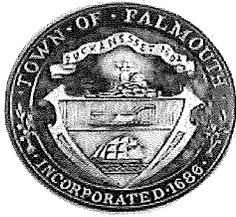
Good morning Chief,

Yesterday, Police Chief Edward Dunne, Town Engineer Jim McLoughlin and I met to discuss road closings for Great Bay Street. The Chief did not have any objections to closing sections of the roadway and drafted a letter stating the Police had no objections.

Can you please review the attached documents and send me a response. I would like to schedule a presentation to the Selectmen in the coming weeks and will need responses from Police and Fire.
The roadway is a safety hazard for all large vehicles because of the continuing erosion along the coastal bank.

Thank you,
Peter

Peter M. McConarty, P.E., P.L.S.
Deputy Director of Public Works



Town of Falmouth
Planning Department
59 Town Hall Square, Falmouth, MA 02540

To: Falmouth Board of Selectmen
Julian Suso, Town Manager

From: Thomas Bott, Town Planner 

Date: October 26, 2018

RE: Town Planner Recommendation on Locustfield Estates LIP Application

The proposed LIP application for Locustfield Estates was discussed at the Development Staff Working Group and later at a second staff level with Daniel Maclone, the local builder and developer and Laura Moynihan his Attorney. The consensus of the group was the development was typical of suburban subdivision of three bedroom single family units though at a higher density through a Chapter 40B development. These units would add to the current Falmouth Housing stock that is 86% single family detached dwellings. There is broad consensus through various planning and housing studies that a key tool in increasing the number of affordable units is through density and a diversity of housing types. The proposed development of 12 single family detached units on 4.09 acres is on a narrow parcel of land that backs up to a utility easement on a single dead end street with a hammerhead turn around that opens onto an atypical intersection. The shape and location of the land limits much flexibility in design. The density of 3 units per acre (4.26/acre when you factor out the unbuildable open space area under the utility easement) is modest when compared to typical Comprehensive Permits. The "preserved" open space is within a utility easement that are generally restricted by the Utility as undevelopable.

In April 2007 the Office of Selectmen and Administrator [sic] developed a "Local Initiative Project Application Process Town of Falmouth Review Guidelines". In the interim the Town produced a 2009 Housing Production Plan, a September 2014 "Falmouth Housing Demand Study and Needs Analysis", and the Cape Cod Commission in June 2017 published "Regional Housing Market Analysis and 10 Year Forecast of Housing Supply and Demand" with Su Moran as a member of the Peer Review Committee. The Town of Falmouth has spent consider time, energy and money on updating its 2009 Housing Production Plan (HPP). The 2018 HPP is scheduled to be discussed and possibly approved by the Planning Board at their November 20, 2018 meeting with the Affordable Housing Committee. The November calendar with Election Day and Town Meeting precludes the Board from taking up the matter earlier that that date. The following step for the HPP would be the Board of Selectmen approving the Plan and submitting it to the Commonwealth for their approval.

Ms. Moynihan has advocated that the recommendation for the Board of Selectmen should be based on existing policy from 2007, however much housing and much study have been produced since 2007. Even based solely on the 2007 criteria below, the proposed development only scores well in 5 of 15 items noted below. **As such I would not recommend this development as a LIP project as it is currently proposed.** Even without the Selectmen's support the project may still proceed through standard channels as a 40B development.

Town Planner Recommendation on Locustfield Estates LIP Application

The draft Falmouth Housing Production Plan (HPP) does identify a need for three bedroom units but also notes the need for smaller and more diverse units that the market typically doesn't build. There is also a great need for rental units none of which this development would provide. Not surprisingly this comports with the other studies mentioned above.

Regional Housing Market Analysis and 10 Year Forecast of Housing Supply and Demand

Recommendation 3: (p. 145) Supply the Demand for Compact Urban Forms Single and two person households over 65 years of age is the demographic group that will dominate the Cape in the next 20 years. The demographic that the Cape's economy needs to attract now but doesn't have is young professionals between 25 and 35 years of age working in non-tourist sectors such as finance, technology, science and engineering. There is one common element that these two groups share: they are both demanding compact urban forms.

The CCC authors note <http://www.capecodcommission.org/index.php?id=216&maincatid=>

The high demand for seasonal units combined with a housing "monoculture" of single family homes constrains housing options for those looking to enter the market or downsize.

We recommend that Cape Codders plan for life stages through better urban design and consider planning for a housing product that doesn't exist," Said Michael Crane, President of Crane Associates. "Smaller, Cape Cod style units. Ideally in community centers, walkable to amenities, with storage, are needed for downsizing seniors and active young people.

Falmouth Housing Production Plan August 2018

Rental housing is the most significant need (p.71)

Both rental and ownership housing are needed to encourage a mix of housing types in response to diverse populations and household needs. There is, however, a more compelling case for rental units based on the following important considerations as rentals:

- Target the needs of the community's most vulnerable residents with very limited financial means as rental housing is typically more affordable and requires less up-front cash.
- Promote greater housing diversity as at; east 86% of Falmouth's housing stock involves single-family detached homes. More housing options are necessary to meet the needs of local workers who are priced out of the housing market, people who grew up in Falmouth and want to raise their own families locally, and empty nesters, for example.
- Provide more appropriately sized units for increasing numbers of small households.
- Provide opportunities for some seniors who are "overhoused" and spending far too much on their housing to relocate to more affordable and less isolated settings, opening up their homes to families requiring more space.

New ownership opportunities are also in need (p.75)

Efforts to provide starter homes for first-time homebuyers and better housing alternatives to empty nesters should be promoted to address several objectives including:

- Provide opportunities for families who want to invest in Falmouth but are shut-out of the current housing market;
- Lend additional stability to neighborhoods as homeowners tend to become more rooted and invested in the community;

Town Planner Recommendation on Locustfield Estates LIP Application

- Enable children who were raised in the community to return to raise their own families locally;
- Provide housing options for municipal employees;
- Provide smaller homes for increasingly smaller families; and
- Offer more affordable housing alternatives to empty nesters who want to downsize, thus opening their existing homes to families.

Small clustered cottage-style housing in pocket neighborhoods could be pursued as well as other infill development, mixed-uses that include mixed-income condo development, the redevelopment/reuse of previously nonresidential properties, and the integration of housing in nonresidential areas offer good options for increasing affordable homeownership opportunities in Falmouth.

From the perspective of the 2007 document Review Guidelines

1. A Local Initiative Project shall have an enhanced public benefit determined by the Board of Selectmen and the Affordable Housing Committee (AHC).

- The AHC has endorsed the proposed development

2. Proposals with enhanced affordability will be reviewed more favorably, than those with no more than 25% affordability.

Enhanced housing affordability may include proposals for:

More affordable units within the development proposed
Conversion of existing dwelling units on or off site to affordable units
Contributions toward affordable housing funds or projects

- Only 25% of the units are affordable per the minimum required under Chapter 40B
- All development will be on a green field site not previously developed

3. Public benefits that positively influence favorability include a project that:

Is consistent with guidelines established for affordable housing

- Based on the 2007 criteria the development arguably meets 5 of 15 area i

4. Is open to a third party review of the Development Pro-forma by MassHousing preferred auditor

- MassHousing would not have a role in this LIP process as described by Atty Moynihan in reviewing the development

5. Creates mixed income development. LIP projects may include housing targeted below 70% Median Income, 120% of Median Income and market rate housing

- Development targeted at 80% AMI (Area Median Income)

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

- Subjective but unlikely that this would be considered a distressed area. Some might argue that by constructing small houses 1,600 and 3 affordable units a case to be made that it creates workforce housing with resulting positive economic impacts

7. Contributes positively to the environment

- Subjective but unlikely

Town Planner Recommendation on Locustfield Estates LIP Application

8. Proposes a low fertilizer and low water consumption landscape design
 - The applicant proposed to use drought tolerant environmentally friendly plantings as well as lawn areas and foundation plantings
9. Is on the Town Sewer or includes nitrogen removal systems where applicable
 - The development is not on sewer and will employ a conventional septic system as it is not in an impacted area
10. Has Energy Star Rating
 - Energy Star appliance and heating system along with engineered building products made partially from recycled material and Low E insulated glass windows will be installed
11. Provides Handicapped Accessible/Visitable options offered when applicable
 - NA
12. Has architectural design, site planning and landscape design that relates to the neighborhood, and sustains or improves community character
 - Elevations show clapboard and shingled Capes
13. Located in a planning district with a lower percentage of affordable housing
 - ?
14. Provides other public benefits
 - ?
15. The LIP applicant is strongly encouraged to review the proposed project with neighbors and planning district village association.
 - The applicant has indicated that he has spoken with the abutters to the property

CC: Peter Johnson-Staub Assistant Town Manager
Carla Feroni, Housing Coordinator
Edward Curley, Chairman, Affordable Housing Committee



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

TO: Board of Selectmen
Town Manager
FROM: Peter Johnson-Staub, Assistant Town Manager
SUBJECT: Locustfield Estates LIP Application
DATE: October 26, 2018

PJS

Town Planner Tom Bott has provided the Board with a memo which summarizes this LIP application and provides commentary on the proposal as it relates to the Review Guidelines adopted by the Board of Selectmen in 2007. Mr. Bott and I have discussed this application extensively with Housing Coordinator Carla Feroni and ZBA Administrator Sari Budrow. We also received input from Conservation, Health and Fire Departments. I concur with most of the analysis provided by Mr. Bott but come to a different conclusion. There are conflicting policy objectives and many subjective interpretations involved in this determination and the difference of opinion does not in any way reflect a lack of respect for Mr. Bott or his conclusion.

The Board's decision to endorse a LIP application comes down to a determination as to whether the project provides sufficient community benefit to warrant a Board of Selectmen endorsement. I suggest the net result of approving this application is likely better than the potential outcomes if the LIP application is not approved.

Affordability:

- The modest size of the units – 1,600 habitable square feet – will help to limit the sale price of market units at initial sale and in the future through re-sale. This increases the likelihood that this new housing will be affordable to working families and couples.
- The location will also limit the sale price of the market rate units as it is not close to downtown, beaches or shops. This location is also not ideal for low income populations (30%-50% of Area Median Income) but is more suitable for the 80% AMI units planned and for individuals slightly above AMI.
- A LIP project requires MA Department of Housing and Community Development (DHCD) certification of the project financials to ensure that the developers profits are limited as required by applicable regulation and the LIP application. This oversight helps keep down the sale price of the market rate units – though there is no limit on re-sale pricing. With a traditional 40b comprehensive permit, oversight is through MassHousing which does not provide the same level of financial scrutiny.

Density:

- We understand most abutters would prefer the least density possible. However, we have an acute shortage of housing supply in the region -- market rate and affordable; home ownership and rental. To address these housing needs we need to consider increased density in the few tracts of remaining developable land and when there are opportunities to re-develop built

environments. This application includes what I suggest is a reasonable level of density and the houses are concentrated on the front of the parcel leaving a significant portion of the parcel undeveloped. True, the undeveloped portion cannot be built due to a utility easement but that is beyond the control of the applicant. Selectmen endorsement of the application communicates to the Zoning Board of Appeals that this density is needed and desirable.

Urgency:

- Selectmen endorsement will hopefully lead to creation of this badly needed housing which is proposed to be constructed in phases over 3 years. The developer, Mr. Maclone, can pursue other options to develop this land if the application is denied. Without a LIP approval, Mr. Maclone could construct a greatly reduced number of units without any affordable units. Or, he could pursue a traditional 40b comprehensive permit with financing through MassHousing. The latter option could result in a delay of a year or more. With construction costs and interest rates rising a delay of a year could turn into a delay of a decade if market conditions decline.

For these reasons, I recommend approval of this application. The Board may want to consider requiring the applicant to make one or more of the following modifications to improve the community benefit, all of which have been mentioned to the applicant by staff:

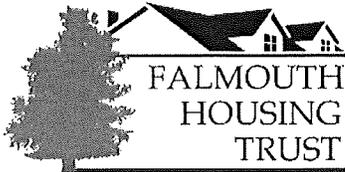
- Change one of the market rate 3-bedroom homes to a duplex each with 2 bedrooms;
- Make one of the affordable units accessible and another unit visitable;
- Use a pervious material for the driveways to improve drainage;

CC: Julian Suso, Town Manager

Thomas Bott, Town Planner

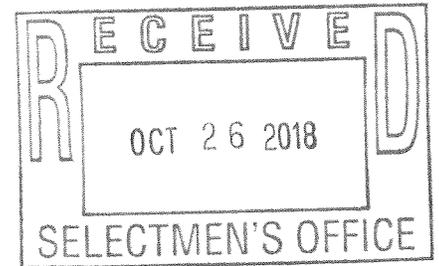
Carla Feroni, Housing Coordinator

Sari Budrow, ZBA Administrator



October 26, 2018

Board of Selectmen
Town of Falmouth
59 Town Hall Square
Falmouth, MA 02540



Board of Directors

Joanne O'Sullivan, *President*
Kevin McCarthy- *Vice President*
Susan Roman, *Treasurer*
Joan Bates, *Secretary/Clerk*
Addie M. Drolette, *Immediate Past President*

David Garrison
Heather Harper
Mark St. Jean
Tammy Rausch
Troy Clarkson

Executive Director

Karen L. Bissonnette, CFRE

Falmouth Housing Trust
P.O. Box 465
Falmouth, MA 02541
Tel. (508) 540-2370
FalmouthHousingTrust.org
Tax ID: 04-2936558

Re: LIP Application of Locustfield Estates LLC – 0 Locustfield Road

Dear Board Members:

We understand that the Board of Selectmen will be considering this Local Initiative Program ("LIP") Application at its meeting on October 29, 2018.

The LIP Program is an excellent opportunity for the Town to work with local developers and others to create attractive housing in neighborhood settings that can provide for affordable homes without Town or state funding being required. Developers can finance the construction without a financial subsidy from the Town or State, allowing such funds to be used elsewhere for other affordable housing projects. The LIP Program can also provide for market rate housing that is affordable by its nature to many people as work force housing within well designed neighborhoods. The oversight of a LIP project by the Department of Housing and Community Development through its technical assistance, cost certifications and overall monitoring and regulation is also a significant benefit to the Town as it relieves the Town of these monitoring issues and can free up resources, employee and otherwise, to devote to other affordable housing projects and meeting other affordable housing objectives.

I understand that the Affordable Housing Committee ("AHC") has reviewed the Locustfield Estates LLC project and has given its support for the project. The need for affordable 3 bedroom homes for sale in Falmouth for families is well-known. The Falmouth Housing Trust appreciates the need for rental housing as well in our community. However, home ownership for families in the 80% median income range also should be of utmost importance within our goal to create more affordable housing. Individuals, particularly younger people, living in rentals in our community are looking for the next step of home ownership, which contributes to a greater sense of long-term investment in the community. These affordable restricted homes or affordable market rate homes within attractive neighborhoods will provide a sense of place and community. We understand that the Locustfield Estates project will provide such a neighborhood.

I am hopeful that the Board of Selectmen will support the endorsement of this project as well as the benefits the Local Initiative Program can bring to our community.

Sincerely,

Joanne O'Sullivan
President

LAURA M. MOYNIHAN
Attorney at Law

17 Academy Lane, Suite 1
Falmouth, Massachusetts 02540
Telephone: 508-548-5558
Fax: 508-548-5553
Email: laura@lmoynihanlaw.com

August 29, 2018

Board of Selectmen
Town of Falmouth
59 Town Hall Square
Falmouth, MA 02540

**Re: Locustfield Estates-Proposed Affordable Housing Development
at 0 Locustfield Road-LIP Application**

Dear Board Members:

I represent Mr. Daniel Maclone. Mr. Maclone is a local builder and housing developer.

Mr. Maclone is proposing an affordable housing development on a 4.09 acre site off Locustfield Road. The project is comprised twelve single family detached homes, each with three bedrooms, two and a half bathrooms and a garage. Of the twelve homes proposed, three will be dedicated as affordable units for sale to households earning no more than 80% of median income for Barnstable County. Nine units will be dedicated as market rate units. Each of the homes will be situated on separate Lots. Open space for the subdivision is proposed at 31%.

Mr. Maclone intends to apply the Department of Housing and Community Development (DHCD) for approval as a Local Initiative Program (LIP) comprehensive permit project. Enclosed is the LIP Application. Mr. Maclone is requesting Town endorsement of the LIP application on page 2 for filing with DHCD.

The Falmouth Affordable Housing Committee has reviewed and voted its support for the project. The Committee's letter dated July 27, 018 is enclosed.

Mr. Maclone and I would appreciate if you would schedule our presentation of the project before your Board as soon as possible.

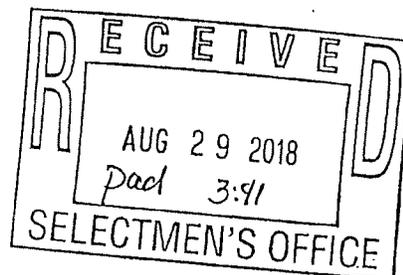
Thank you.

Sincerely,


Laura M. Moynihan

LMM/dms
Encls.

cc: Dan Maclone



July 27, 2018

To: Susan Moran, Falmouth Board of Selectmen

Cc: Tom Bott; Sari Budrow; Carla Feroni; Peter Johnson Staub; Russ Robbins; Julian Suso

Re: New 40B Development on Locustfield Road

Dear Chairman Moran and Selectmen:

The Affordable Housing Committee (AHC) viewed a conceptual presentation on June 28, 2018, by Daniel MacLone, a local architectural designer and builder, regarding the above-referenced proposed 40B development in Falmouth. The plan was reviewed a second time at our AHC meeting on July 19, 2018. We had an opportunity to ask many questions of Mr. MacLone and his associates after each presentation, all of which were answered to our satisfaction. We are pleased to provide our endorsement for this proposed "Locustfield" development, and we hope that it will receive town support.

The project will consist of 12 new 3-bedroom homes, three of which will be priced as affordable (around \$195K) and nine of which will be market rate (around \$400K). As you know, Falmouth is in great need of an increase in affordable housing. We were impressed by the design of the homes, the community setting of the project, and the fact that there will be no distinction (other than price) between the affordable and the market-rate homes. There will be a lottery for the three affordable units and preference will be given to Falmouth residents. The project will be built in three phases, with one affordable home available along with three market-rate homes in each phase. The relatively small size of the homes (about 1,600 square feet, with a one-car garage and a deck in the back) – plus the location of the master bedroom and master bath on the first floor – should make these homes attractive to seniors and to empty-nesters looking to down-size while remaining in town, which is another housing option in short supply in Falmouth.

Thank you in advance for your consideration of our AHC support for this project.

Respectfully submitted on behalf of the Affordable Housing Committee,

Edward Curley, Chair

MASSACHUSETTS
Department of Housing & Community Development
Local Initiative Program

Locustfield Estates

A Local Initiative Program Project
Lot 2, 0 Locustfield Road, East Falmouth, Massachusetts 02536

PROJECT DESCRIPTION

The project proposes construction of twelve (12) dwelling units on a 4.09 acre site at 0 Locustfield Road (lot 2), East Falmouth, Massachusetts. Three (3) affordable units are proposed and nine (9) market units are proposed. All units will have three (3) bedrooms.

Each dwelling unit will be situated on a separate lot. Lot sizes range from 6470 square feet to 9200 square feet.

The project site is located on the westerly side of Locustfield Road, a public way, in the Town of Falmouth. The site is bordered on the north by residential land with an existing house, on the west by land owned by the Town of Falmouth, and on the south by residential land with an existing house.

The project site is currently vacant undeveloped land. The site is situated within a residential neighborhood. Pedestrian access to recreational amenities is available within a short walking distance from the site at the Falmouth High School.

Three (3) of the proposed units will be sold as affordable units to homebuyers earning no more than 80% of the median income for Barnstable County, and nine (9) of the proposed units will be sold at market rate. All units will have three (3) bedrooms. Each unit will have garage and driveway.

The proposed total square footage for each dwelling is 1948 square feet, with 1598 square feet of habitable living area and 330 square feet of garage space. All units will provide three (3) bedrooms and 2.5 bathrooms, kitchen, living/dining area, and outdoor space/deck, and a garage. The market and affordable units will each contain a garage, and will contain two (2) floors of

finished habitable living area, with 848 square feet on the first floor and 750 square feet on the second floor.

The building construction will be wood construction in traditional Cape Cod architectural style with white trim. Heating systems will be served by gas.

All Falmouth Zoning Bylaw requirements will be met for the project, except for lot size, frontage, lot coverage by structures, and front yard setbacks. All Zoning Bylaw requirements as to side and rear yard setbacks, building height and flood zone requirements will be met. A comprehensive permit will be required from the Falmouth Zoning Board of Appeals.

Two (2) parking spaces will be available for each unit of the project, one (1) in the garage and at least one (1) in the driveway. Lot coverage for buildings is proposed at between 15.1% and 21.5% for structures, and between 17% and 25.5% for structures, parking and pavement within each lot. An area of subdivision open space is designated at 55,360 square feet, or 31% of the overall subdivision land.

The project will be served by municipal water. Gas and electric utilities are proposed for the project, which will be available for connection within Locustfield Road. Each dwelling will be serviced by a private Title V Septic System.

The project will follow Sustainable Development Principles adopted by Governor Patrick's Administration in 2007. The Massachusetts Department of Housing and Community Development encourages housing development that is consistent with sustainable development design and green building practices. The development is compact and conserves land and utilizes existing water infrastructure, and existing public ways, rather than requiring new water systems or roadways. The project will protect open space on site and increase the quantity of open space for the Town. The location of the housing provides recreational opportunities for the residents, particularly given the close proximity to the High School. The project will expand housing opportunities that are compatible with the character of the community, while providing new housing choices for people of all means. The project supports the implementation of the local and regional affordable housing and open space preservation plans. In addition, Energy Star appliances and heating system will be utilized, along with engineered building products made partially from recycled materials. Low E insulated glass windows will be installed. Landscaping will be installed with drought tolerant environmentally friendly plantings. Landscaping will consist of lawn areas and foundation plantings.

MASSACHUSETTS
 Department of Housing and Community Development
Local Initiative Program
Application for Comprehensive Permit Projects

INSTRUCTIONS

Please submit three copies of the application and attachments. Note: only one set of site plan and sample elevations (attachments 11 and 12 noted on page 22) are required. An application fee, payable to the Department of Housing and Community Development, shall be submitted with the application. The schedule of fees is as follows:

	Project Fee	plus	Per Unit Fee
Municipality	\$1,000		\$30
Non-Profit	\$1,750		\$40
All Others	\$4,000		\$50

Mail to:

Local Initiative Program
Department of Housing & Community Development
100 Cambridge Street, Suite 300
Boston, MA 02114
Attn: Alana Murphy, Deputy Associate Director

To complete the application electronically, simply position your cursor on a line and type. Use the tab key to move between questions.

If you have any questions, please refer to the DHCD 40B Guidelines, specifically Section VI. For further assistance, contact Alana Murphy at 617-573-1301 or alana.murphy@state.ma.us.

NOTE: For Rental Projects, to complete information on Project Feasibility (Section X), go to the One Stop Application at <http://www.mhic.com> and complete Section 3 Sources and Uses and Section 4 Operating Pro Forma. Submit the sections with the Application

Application Contents:

- | | |
|------------------------------------|-------------------------------------|
| I. General Information | VIII. Surrounding Area |
| II. Community Support | IX. Financing |
| III. Municipal Contact Information | X. Project Feasibility |
| IV. Development Team | XI. Development Schedule |
| V. Project Information | XII. Marketing Outreach and Lottery |
| VI. Site Information | XIII. Checklist of Attachments |
| VII. Design and Construction | |

January 2016

MASSACHUSETTS
 Department of Housing & Community Development
Local Initiative Program
Application for Comprehensive Permit Projects

I. GENERAL INFORMATION

Community: FALMOUTH
 Name of Development: LOCUSTFIELD ESTATES
 Site Address: 0 LOCUSTFIELD ROAD (LOT 2) EAST FALMOUTH MA
02536
 Developer: LOCUSTFIELD, LLC, a Massachusetts limited liability
company

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

2. Project Characteristics:
 New Construction Conversion
 Rehabilitation Other

3. Total Acres 4.09 Density of Project (units/acre) 3/acre

4. Unit Count:
 Total Number of Units 12
 Market Rate 9
 Affordable 3

5. Unit Prices/Rents:
 Market Rate \$195,000
 Affordable \$415,000

Required Signatures for the
 Comprehensive Permit Project Application

Chief Executive Official of Municipality:	Chair, Local Housing Partnership (if applicable):
Signature: _____	Signature: _____
Print Name: <u>Locustfield, LLC, by</u> <u>Its Manager, Daniel MacLone</u>	Print Name: _____
Date: _____	Date: _____

II. COMMUNITY SUPPORT

1. Letter of Support from Municipality - Attach a letter containing a short narrative on the basics of the project, the history of the project, the ways in which the community is providing support, and how the development team has addressed any concerns the community has. The letter must be signed by the chief elected official of the community.

2. Letter of Support from Local Housing Partnership - If the community has a housing partnership, please attach a letter from them indicating their support for the project. The letter should summarize how the partnership has been working with the developer.

3. Local Contributions - Check off all that apply and provide a brief description at the end.

- Land donation (dollar value _____)
- Building donation (dollar value _____)
- Marketing assistance
- Other work by local staff
- Density increase
- Waiver of permit fees
- Other regulatory or administrative relief (specify) _____
- Local funds (cash)
Amount \$ _____ Source: _____
- HOME funds
- Agreement by a lender to provide favorable end-loan financing (ownership projects only)
Other (specify _____)

Briefly explain the contributions: _____

4. Municipal Actions and Local Plans - Briefly describe how the project fits with any planning the community has done (e.g. master plan, community development plan, affordable housing plan) and other local land use and regulatory actions that provide the opportunity for affordable housing (including multi-family and overlay districts, inclusionary zoning by-laws and ordinances).

Affordable Housing Action Plan-See Narrative attached.

III. MUNICIPAL CONTACT INFORMATION

Chief Elected Official

Name Board of Selectmen
Address 59 Town Hall Square, Falmouth, MA 02540
Phone 508-495-7320
Email selectmen@falmouthmass.us

Town Administrator/Manager

Name Julian Suso
Address 59 Town Hall Square, Falmouth, MA 02540
Phone 508-495-7320
Email jsuso@falmouthmass.us

City/Town Planner (if any)

Name Tom Bott
Address 59 Town Hall Square, Falmouth, MA 02540
Phone 508-495-7320
Email tbott@falmouthmass.us

City/Town Counsel

Name Frank K. Duffy, Jr., Esq.
Address 157 Locust Street, Falmouth, MA 02540
Phone 508-548-8800
Email towncounsel@falmouthmass.us

Chairman, Local Housing Partnership (if any)

Name Affordable Housing Committee
Address 59 Town Hall Square, Falmouth, MA 02540
Phone 508-548-7611
Email _____

Community Contact Person for this project

Name Carla Feroni, Affordable Housing Coordinator
Address 59 Town Hall Square, Falmouth, MA 02540
Phone 508-548-7611
Email cferoni@falmouthmass.us

IV. DEVELOPMENT TEAM INFORMATION (include all development members)

Developer
Name Locustfield LLC
Address 150 Timothy Bourne Cartway, East Falmouth, MA 02536
Phone 774-836-5550
Email maclone@aol.com
Tax ID _____

Contractor
Name Daniel MacLone
Address S150 Timothy Bourne Cartway, East Falmouth, MA 02536
Phone 774-836-5550
Email maclone@aol.com
Tax ID _____

Architect
Name _____
Address _____
Phone _____
Email _____
Tax ID _____

Engineer
Name Falmouth Engineering, Inc.
Address 17 Academy Lane, Falmouth, MA 02540
Phone 508-495-1225
Email mike@falmouthengineering.com
Tax ID _____

Attorney
Name Laura M. Moynihan, Esq.
Address 17 Academy Lane, Suite 1, Falmouth, MA 02540
Phone 508-548-5558
Email laura@lmoynihanlaw.com
Tax ID _____

Housing Consultant
Name _____
Address _____
Phone _____
Email _____
Tax ID _____

Marketing/Lottery Agent
Name _____
Address _____
Phone _____
Email _____
Tax ID _____

TEAM EXPERIENCE – DEVELOPER/CONTRACTOR QUALIFICATIONS

Complete the charts on the following pages for all housing projects undertaken by the developer and the contractor during the past five years. Include projects currently in construction. Provide owner references for each project, including a current phone number. Alternatively, a resume outlining the experience that covers the items listed on the chart below may be submitted.

1. Developer: Daniel MacLone, principal of Locustfield, LLC

Project Summary	Project #1	Project #2	Project #3	Project #4
Project Name:	Hydrangea Subdivision	Menauhant Beach Condominium	Wohelo	Ovington
Community Address:	Hydrangea Circle, East Falmouth	4 Central Ave, East Falmouth	3 Wohelo, North Falmouth	11 Ovington, East Falmouth
Housing Type:	Single Family	Single Family Condo	Single Family	Single Family
Number of Units:	8	4	1	1
Total Development Costs:	\$4,500,000	\$1,200,000	\$480,000	\$360,000
Subsidy Program (if applicable):	N/A	N/A	N/A	N/A
Date Completed:	Pending At 60% completion	Pending At 50% Completion	Pending At 90% Completion	Pending At 60% Completion
Reference: Name and Telephone #:				

2. Contractor: Daniel MacLone, Builder

Project Summary	Project #1	Project #2	Project #3	Project #4
Project Name:	Jaye Residence	Nickerson Street	Lakeshore	Sidewinder
Community Address:	4 Thomas Lane Falmouth	50 Nickerson Street East Falmouth	94 & 110 Lakeshore Drive, East Falmouth	16and26 Sidewinder Dr, East Falmouth
Housing Type:	Single Family	Single Family	Single Family	Single Family
Number of Units:	1	1	2	2
Total Development Costs:	\$1,200,000	\$460,000	\$700,000	\$680,000
Subsidy Program (if applicable):	N/A	N/A	N/A	N/A
Date Completed:	2016	2017	2017	2016
Reference: Name and Telephone #:	Michael Jaye 617-571-2006			

3. Other Chapter 40B Experience

Have you or any members of your team had previous Chapter 40B experience with DHCD and/or other subsidizing agencies? Yes No
 If yes, please explain. Laura M. Moynihan, Attorney, has had previous experience with 40B developments within Falmouth, including but not limited to, for the Falmouth Housing Corporation and Falmouth Housing Trust (e.g. Esker Place-LIP; Veteran's

Park-LIP; Little Pond Place -LIP; Ward/Chester Housing -LIP; Holly Park
Condominiums-LIP, Gifford Street Housing)

4. Bankruptcy / Foreclosure

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

If yes, please explain. _____

DEVELOPER CERTIFICATION

The undersigned hereby certifies that he/she is Manager _____ (Title) of Locustfield, LLC _____ (Legal Name of Applicant) and that the information requested below for the project known as Locustfield Estates _____ (Project Name) is complete and that all information contained in this application is true and correct to the best of his/her knowledge. The undersigned Developer agrees to execute DHCD model documents, as required. If the Developer is other than a non profit corporation or public entity, the Developer hereby certifies that it shall comply with all reporting requirements described in 760 CMR 56.00 and as set forth in the LIP Guidelines.

Signature of Developer _____

Print Name: _____

Date _____

V. PROJECT INFORMATION

1.	Type of Housing:	Total Number of Units
	Single-Family House	<u>12</u>
	Condo	_____
	Rental	_____
	Other	_____

2. Total Number of Units Affordable 3 Market 9

3.	Project Style:	Total Number of Units
	Detached single-family house	<u>12</u>
	Rowhouse/townhouse	_____
	Duplex	_____
	Multifamily house (3+ family)	_____
	Multifamily rental building	_____
	Other (specify)	_____

4. Is this an age-restricted (55+) Development? Yes No
 If yes, please submit a marketing study that demonstrates an understanding of the region's demographics, market demand and the particular strategies necessary to attract buyers to both market and affordable units.

5. Estimate the percentage of the site used for:
 Buildings 9.38% Parking & Paved Areas 9.7%
 Usable Open Space 31% Unusable Open Space 0

6. Is any portion of the project designed for non-residential use? no
 If yes, explain the non-residential uses. _____

7. Sustainable Development Design and Green Building Practices

In accordance with the Sustainable Development Principles adopted by Governor Patrick's Administration in 2007, DHCD encourages housing development that is consistent with sustainable development design and green building practices. For more information, see Appendix VI.A-1 and VI.B-1 of the 40B Guidelines for a list of links to resources and opportunities related to sustainable development.

A. How will this development follow Sustainable Development Principles? The development is compact and conserves land and utilizes existing water infrastructure and existing public roadways, rather than requiring new water systems or new roadways. The project is located in a residential area. The project protects open space on site and increases the quantity of open space for the Town. The location of the housing provides recreational opportunities for the residents. The project will expand housing opportunities that are compatible with the character of the community while providing new housing choices for people of all means. The project supports the implementation of the local and regional affordable housing and open space preservation plans.

B. How will the project maximize energy efficiency and meet Energy Star Standards? Energy Star appliances and heating system will be utilized along with engineered building products made partially from recycled materials. Low E insulated glass windows will be installed. Landscaping will be installed with drought tolerant environmentally friendly plantings.

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

8. Project Eligibility

A. Have you ever applied for a project eligibility letter involving any portion of the site, or are you aware of any prior application for a project eligibility letter involving any portion of the site?

Yes No If yes, explain.

B. Has the municipality denied a permit on another proposal for this site within the last 12 months? Yes No

9. Outstanding Litigation

Is there any outstanding litigation relating to the site? Yes No
If yes, explain.

10. Unit Composition

Complete the chart below. Include a separate entry for each unit type according to its square foot/age and/or sales price/rent.

Type of Unit	# of Units	# of Bdrms	# of Baths	Gross Sq. Ft.	# of Parking Spaces	Sales Price/Rent	Condo Fee	Handicap Accessible
Affordable	<u>3</u>	<u>3</u>	<u>2.5</u>	<u>1928*</u>	<u>2+</u>	_____	_____	<input type="checkbox"/> # _____
	_____	_____	_____	_____	_____	_____	_____	<input type="checkbox"/> # _____
	_____	_____	_____	_____	_____	_____	_____	<input type="checkbox"/> # _____
	_____	_____	_____	_____	_____	_____	_____	<input type="checkbox"/> # _____
Market	<u>9</u>	<u>3</u>	<u>2.5</u>	<u>1928*</u>	<u>2+</u>	_____	_____	<input type="checkbox"/> # _____
	_____	_____	_____	_____	_____	_____	_____	<input type="checkbox"/> # _____
	_____	_____	_____	_____	_____	_____	_____	<input type="checkbox"/> # _____
	_____	_____	_____	_____	_____	_____	_____	<input type="checkbox"/> # _____
Other	_____	_____	_____	_____	_____	_____	_____	<input type="checkbox"/> # _____
	_____	_____	_____	_____	_____	_____	_____	<input type="checkbox"/> # _____

*includes 330 square feet of garage space (habitable floor area for affordable and market dwelling is 1598 square feet).

VI. SITE INFORMATION

1. Total Acreage 4.09 acres Total Buildable Acreage 4.09 acres

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

Vacant

Land _____

Existing buildings on site? Yes No

If yes, describe plans for these buildings:

3. Current Zoning Classification:

Residential AGA (minimum lot size) 45,000 SF

Commercial _____ Industrial _____ Other _____

4. Does any portion of the site contain significant topographical features such as wetlands?

Yes No If yes, how many acres are wetlands? _____

If yes, attach map of site noting wetland areas.

Is map attached? Yes No

5. Is the site located within a designated flood hazard area?

Yes No

If yes, please attach a map of the site with flood plain designations.

Is map attached? Yes No

6. Is the site or any building located on the site listed, nominated or eligible for listing on the National Register of Historic Places? Yes No

7. Is the site within a Historic District? Yes No

If yes, describe the architectural, structural and landscape features of the area:

8. In the past three years, have there been any defaults on any mortgage on the property or any other forms of financial distress?

Yes No If yes, please explain: _____

9. Indicate which utilities are available to the site:

Public Sewer	<input type="checkbox"/>	Private Septic	<input checked="" type="checkbox"/>	Public Streets	<input checked="" type="checkbox"/>
Public Water	<input checked="" type="checkbox"/>	Private Wells	<input type="checkbox"/>	Private Ways	<input type="checkbox"/>
Natural Gas	<input checked="" type="checkbox"/>	Electricity	<input checked="" type="checkbox"/>		
On-site Sewer Treatment Facility	<input type="checkbox"/>				
Other	<input type="checkbox"/>	Explain:	_____		

10. Describe any known or suspected hazardous waste sites on or within a 1/2 mile radius of the project site. N/A

11. Has a 21E hazardous waste assessment ever been done on this site? If so, attach a summary of the filing. Yes No

12. What waivers will be requested under the comprehensive permit? Lot size; Front Yard Setback; frontage, lot coverage by structure.

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

A. Owned by Developer _____

B. Under Purchase and Sale Agreement _____

C. Under Option _____

Seller: _____ Buyer: _____

Is there an identity of interest between the Buyer and Seller? If yes, please explain:
NO

Date of Agreement _____ Expiration Date _____

Extensions granted? Yes No Date of Extension _____

Purchase Price \$_____

VII. DESIGN AND CONSTRUCTION

1. Drawings

Please submit one set of drawings.

Cover sheet showing written tabulation of:

- Proposed buildings by design, ownership type, and size. Identity and describe affordable units and handicapped accessible units.
- Dwelling unit distribution by floor, size, and bedroom/bath number
- Square footage breakdown of commercial, residential, community, and other usage in the buildings **N/A**
- Number of parking spaces

Site plan showing:

- Lot lines, streets, and existing buildings
- Proposed building footprint(s), parking (auto and bicycle), and general dimensions
- Zoning restrictions (i.e. setback requirements, easements, height restrictions, etc).
- Wetlands, contours, ledge, and other environmental constraints **N/A**
- Identification of affordable units
- Identification of handicapped accessible units. **N/A**
- Sidewalks and recreational paths
- Site improvements, including landscaping
- Flood plain (if applicable)

Utilities plan showing:

- Existing and proposed locations and types of sewage, water, drainage facilities, etc.

Graphic depiction of the design showing:

- Typical building plan
- Typical unit plan for each unit type with square footage tabulation
- Typical unit plan for each accessible unit type with square footage tabulation **N/A**
- Elevation, section, perspective, or photograph
- Typical wall section

2. **Construction Information**

<u>Foundations</u>	# Mkt. Units	# Aff. Units	Attic	# Mkt. Units	# Aff. Units
Slab on Grade	_____	_____	Unfinished	<u>9</u>	<u>3</u>
Crawl Space	_____	_____	Finished	_____	_____
Full Basement	<u>9</u>	<u>3</u>	Other	_____	_____
<u>Exterior Finish</u>	# Mkt. Units	# Aff. Units	Parking	# Mkt. Units	# Aff. Units
Wood	<u>9</u>	<u>3</u>	Outdoor	_____	_____
Vinyl	_____	_____	Covered	_____	_____
Brick	_____	_____	Garage	<u>9</u>	<u>3</u>
Fiber Cement	_____	_____	Bicycle	_____	_____
Other	_____	_____			

Heating System

Fuel: Oil Gas Electric Other

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

Energy Efficient Materials

Describe any energy efficient or sustainable materials used in construction:
See Section V.7 above.

Modular Construction

If modular construction will be used, explain here:

Amenities

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

Yes

VIII. SURROUNDING AREA

1. Describe the land uses in the surrounding neighborhood: Residential and Public Use (High School) Recreational/Park Area

2. What is the prevailing zoning in the surrounding neighborhood?
Residential/Agricultural

3. How does the project's proposed site plan and design relate to the existing development pattern(s) of the immediately surrounding area?
Similar in scale and suitable to residential neighborhood.

4. Describe and note distances to nearby amenities and services such as shopping, schools, parks and recreation, or municipal offices.
Schools & Athletic Fields & surrounding public woodland areas within ¼ mile; Public Beaches, Recreation, Bike Path, Village Retail and other services within downtown Falmouth- 1 +

5. Explain how developing the site contributes to smart growth development in the area (e.g. mixed use, reuse, concentrated development).
Concentrated development, preservation of open space, utilizes existing infrastructure for water and roadways.

6. Is the site located near public transit (bus, subway, commuter rail, etc.)? If so, indicate the type, distance to the nearest stop, and frequency of service.
No.

IX. FINANCING

1. Attach a letter of interest from a construction lender.

Are there any public funds to be used for this project? If yes, indicate the source, amount, use and status of funds:

N/A _____

Describe the form of financial surety to be used to secure the completion of cost certification for this project **Bond or Letter of Credit or Cash Amount.**

X. PROJECT FEASIBILITY

The section is for developers of home ownership projects.

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

Ownership Pro Forma

	Total Costs	Per Unit	Per Sq. Ft.	% of Total
(a) Site Acquisition	<u>\$225,000</u>	<u>\$18,750</u>	<u>\$9.73</u>	<u>0.57%</u>
Hard Costs:				
Earth Work	<u>\$375,000</u>	<u>\$31,250</u>	<u>\$16.21</u>	<u>9.59%</u>
Site Utilities	<u>\$46,000</u>	<u>\$3,833</u>	<u>\$1.98</u>	<u>1.10%</u>
Roads & Walks	<u>\$48,000</u>	<u>\$4,000</u>	<u>\$2.07</u>	<u>1.20%</u>
Site Improvement	<u>\$18,000</u>	<u>\$1,500</u>	<u>\$0.78</u>	<u>0.04%</u>
Lawns & Planting	<u>\$168,000</u>	<u>\$14,000</u>	<u>\$7.26</u>	<u>4.30%</u>
Demolition	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>0.00%</u>
Unusual Site Conditions	<u>\$10,000</u>	<u>\$833</u>	<u>\$0.43</u>	<u>3.00%</u>
(b) Total Site Work	<u>\$665,000</u>	<u>\$55,416</u>	<u>\$28.24</u>	<u>17.00%</u>
Concrete	<u>\$216,000</u>	<u>\$18,000</u>	<u>\$9.34</u>	<u>5.50%</u>
Masonry	<u>\$60,000</u>	<u>\$5,000</u>	<u>\$2.59</u>	<u>1.50%</u>
Metals	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>0.00%</u>
Carpentry	<u>\$612,000</u>	<u>\$51,000</u>	<u>\$26.45</u>	<u>15.70%</u>
Roofing & Insulation	<u>\$132,000</u>	<u>\$11,000</u>	<u>\$5.71</u>	<u>3.40%</u>
Doors & Windows	<u>\$108,000</u>	<u>\$9,000</u>	<u>\$4.67</u>	<u>2.80%</u>
Interior Finishes	<u>\$336,000</u>	<u>\$28,000</u>	<u>\$14.52</u>	<u>8.60%</u>
Cabinets & Appliances	<u>\$120,000</u>	<u>\$10,000</u>	<u>\$5.19</u>	<u>3.00%</u>
Plumbing & HVAC	<u>\$384,000</u>	<u>\$32,000</u>	<u>\$16.60</u>	<u>9.80%</u>
Electrical	<u>\$168,000</u>	<u>\$14,000</u>	<u>\$7.26</u>	<u>4.30%</u>
(c) Total Construction	<u>\$2,136,000</u>	<u>\$178,000</u>	<u>\$132.09</u>	<u>78.20%</u>
(d) General Conditions	<u>\$30,000</u>	<u>\$2,500</u>	<u>\$1.30</u>	<u>0.77%</u>
(e) Subtotal Hard Costs (a+b+c+d)	<u>\$3,056,000</u>	<u>\$254,666</u>	<u>\$132.09</u>	<u>78.20%</u>
(f) Contingency	<u>\$122,240</u>	<u>\$10,186</u>	<u>\$5.28</u>	<u>3.10%</u>
(g) Total Hard Costs (e+f)	<u>\$3,178,240</u>	<u>\$264,853</u>	<u>\$137.37</u>	<u>81.30%</u>

Soft Costs:

Permits/Surveys	<u>\$72,000</u>	<u>\$6,000</u>	<u>\$3.11</u>	<u>1.80%</u>
Architectural	<u>\$9,000</u>	<u>\$750</u>	<u>\$0.39</u>	<u>0.02%</u>
Engineering	<u>\$68,000</u>	<u>\$5,667</u>	<u>\$2.94</u>	<u>1.70%</u>
Legal	<u>\$30,000</u>	<u>\$2,500</u>	<u>\$1.30</u>	<u>0.76%</u>
Bond Premium	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>0.00%</u>
Real Estate Taxes	<u>\$28,000</u>	<u>\$2,333</u>	<u>\$1.21</u>	<u>0.72%</u>
Insurance	<u>\$21,000</u>	<u>\$1,750</u>	<u>\$0.91</u>	<u>0.53%</u>
Security	<u>\$7,000</u>	<u>\$583</u>	<u>\$0.30</u>	<u>0.18%</u>
Developer's Overhead	<u>\$38,000</u>	<u>\$3,166</u>	<u>\$1.64</u>	<u>0.97%</u>
General Contract. Overhead	<u>\$46,000</u>	<u>\$3,833</u>	<u>\$1.99</u>	<u>1.20%</u>
Construction Manager	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>0.00%</u>
Property Manager	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>0.00%</u>
Construction Interest	<u>\$126,000</u>	<u>\$10,500</u>	<u>\$5.45</u>	<u>3.20%</u>
Financing/Application Fees	<u>\$14,000</u>	<u>\$1,167</u>	<u>\$0.61</u>	<u>0.04%</u>
Utilities	<u>\$19,000</u>	<u>\$1,583</u>	<u>\$0.82</u>	<u>0.05%</u>
Maintenance (unsold units)	<u>\$12,000</u>	<u>\$1,000</u>	<u>\$0.52</u>	<u>0.03%</u>
Accounting	<u>\$25,000</u>	<u>\$2,083</u>	<u>\$1.08</u>	<u>0.06%</u>
Marketing	<u>\$180,000</u>	<u>\$15,000</u>	<u>\$7.78</u>	<u>4.60%</u>
(h) Subtotal Soft Costs	<u>\$695,000</u>	<u>\$57,917</u>	<u>\$30.04</u>	<u>17.80%</u>
(i) Contingency	<u>\$34,750</u>	<u>\$2,896</u>	<u>\$1.50</u>	<u>0.90%</u>
(j) Total Soft Costs (h+i)	<u>\$729,750</u>	<u>\$60,812</u>	<u>\$31.54</u>	<u>18.70%</u>
(k) Total Development Costs (g+j)	<u>\$3,907,990</u>	<u>\$325,666</u>	<u>\$168.91</u>	<u>100.00%</u>

Profit Analysis (should conform to the pro forma)

Sources:

Affordable projected sales \$195,000.00
Market sales \$415,000.00
Public grants \$0.00
(A) Total Sources \$4,320,000.00

Uses:

Construction Contract Amount \$3,178,240.00
(B) Total Development Costs \$3,907,999.00

Profit:

(C) Total Profit (A-B) \$412,010.00
(D) Percentage Profit (C/B) \$10.50%

Cost Analysis (should conform to the pro forma)

Total Gross Building Square Footage 23,136 sq. ft.

Residential Construction Cost per Sq. Ft. \$0.00

Total Hard Costs per Sq. Ft. \$132.09

Total Development Costs per Sq. Ft. \$168.00

Sales per Sq. Ft. \$186.00
(do not include proceeds from public grants)

XI. DEVELOPMENT SCHEDULE

Complete the chart below by providing the appropriate month and year. Fill in only as many columns as there are phases. If there will be more than three phases, add columns as needed.

	Phase 1	Phase 2	Phase 3	Total
Number of affordable units	<u>1</u>	<u>1</u>	<u>1</u>	<u>3</u>
Number of market units	<u>3</u>	<u>3</u>	<u>3</u>	<u>9</u>
Total by phase	<u>4</u>	<u>4</u>	<u>4</u>	<u>12</u>

Please complete the following chart with the appropriate projected dates:

	Phase 1	Phase 2	Phase 3	Total
All permits granted	<u>12/31/18</u>	<u>12/31/19</u>	<u>12/31/20</u>	<u>12</u>
Construction start	<u>12/31/18</u>	<u>12/31/19</u>	<u>12/31/20</u>	<u>12</u>
Marketing start – affordable units	<u>6/1/19</u>	<u>6/1/20</u>	<u>6/1/21</u>	<u>12</u>
Marketing start – market units	<u>6/1/19</u>	<u>6/1/20</u>	<u>6/1/21</u>	<u>12</u>
Construction completed	<u>9/1/19</u>	<u>9/1/20</u>	<u>9/1/21</u>	<u>12</u>
Initial occupancy	<u>9/1/19</u>	<u>9/1/20</u>	<u>9/1/21</u>	<u>12</u>

XII. MARKETING OUTREACH AND LOTTERY

Affirmative Fair Housing Marketing Plan:

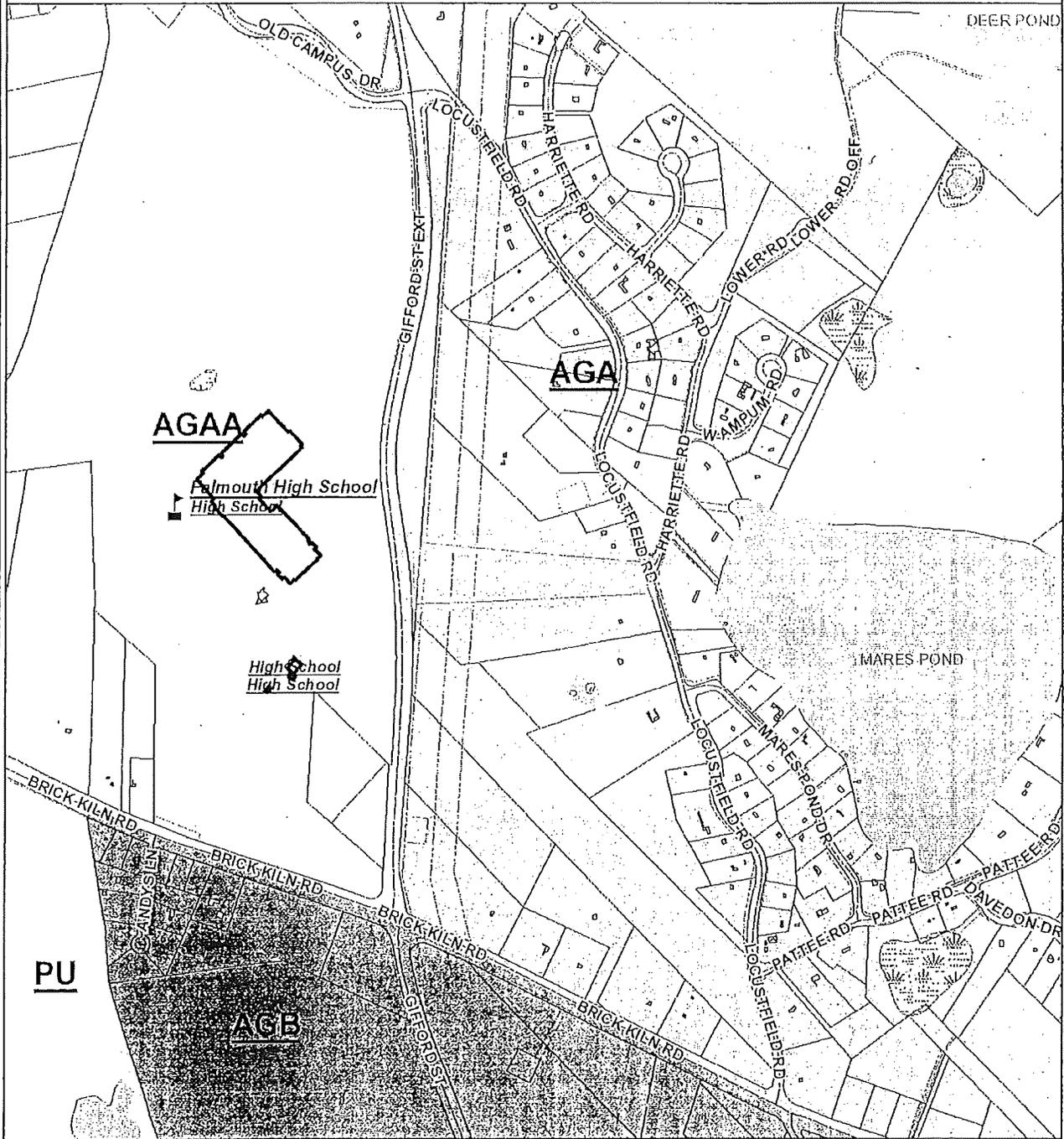
Please submit your Affirmative Fair Housing Marketing Plan (AFHMP), prepared in accordance with Section III of the 40B Guidelines, and a description of the lottery process that will be used for this project. This shall describe:

- Information materials for applicants that will be used that provides key project information;
- Eligibility requirements;
- Lottery and resident selection procedure;
- Any preference system being used (Note: if local preference is proposed for this project, demonstration of the need for local preference must be demonstrated and accepted by DHCD);
- Measures to ensure affirmative fair marketing including outreach methods;
- Application materials that will be used; and
- Lottery Agent.

XIII. CHECKLIST OF ATTACHMENTS

The following documentation must accompany each application:

1. Letter of support signed by Chief Elected Officer of municipality
2. Letter of support from local housing partnership (if applicable)
3. Signed letter of interest from a construction lender
4. Map of community showing location of site
5. Check payable to DHCD
6. Rationale for calculation of affordable purchase prices or rents (see Instructions)
7. Copy of site control documentation (deed or Purchase & Sale or option agreement)
8. Last arms length transaction or current appraisal under by-right zoning
9. 21E summary (if applicable)
10. Photographs of existing building(s) and/or site
11. Site Plan showing location of affordable units
12. Sample floor plans and/or sample elevations
13. Proposed marketing and lottery materials



1" = 563 ft

- Places of Interest**
- Police
 - Fire Stations
 - Golf
 - Library
 - Medical
 - Municipal Buildings
 - Other
 - Schools
 - Sports
 - BEACHES
 - BOAT RAMPS
 - CCRTA Bus Stops
 - Ferry Routes
 - FALMOUTH EDGARTOW
 - FALMOUTH-OAK BLUFF
 - WOODS HOLE-OAK BLU
 - WOODS HOLE-VINEYAR

- CCRTA Bus Routes**
- Fall-Win-Spr
 - WHOOOSH
 - Summer
 - Bike Path
- Coastal Structures**
- Coastal Wall
 - DOCK
 - Groins
 - Jetty
 - PIER
 - Revetment
 - WHARF
- Water Features**
- POND
 - STREAM
 - WETAREA
 - Decks
 - Paltos

- Parcels**
- Road Ownership
 - COUNTY; TOWN
 - PRIVATE
 - STATE
 - Easements
 - Vegetation
 - BOG
 - FIELD
 - ORCHARD

- Layers of Interest**
- Zoning**
- AGAA
 - AGB
 - B1
 - B2
 - B3
 - BR
 - GR
 - L1A
 - L1B
 - L1C
 - M
 - PU
 - RA
 - RAA
 - RB
 - RC
 - SCRD

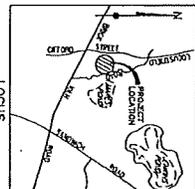
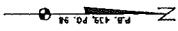
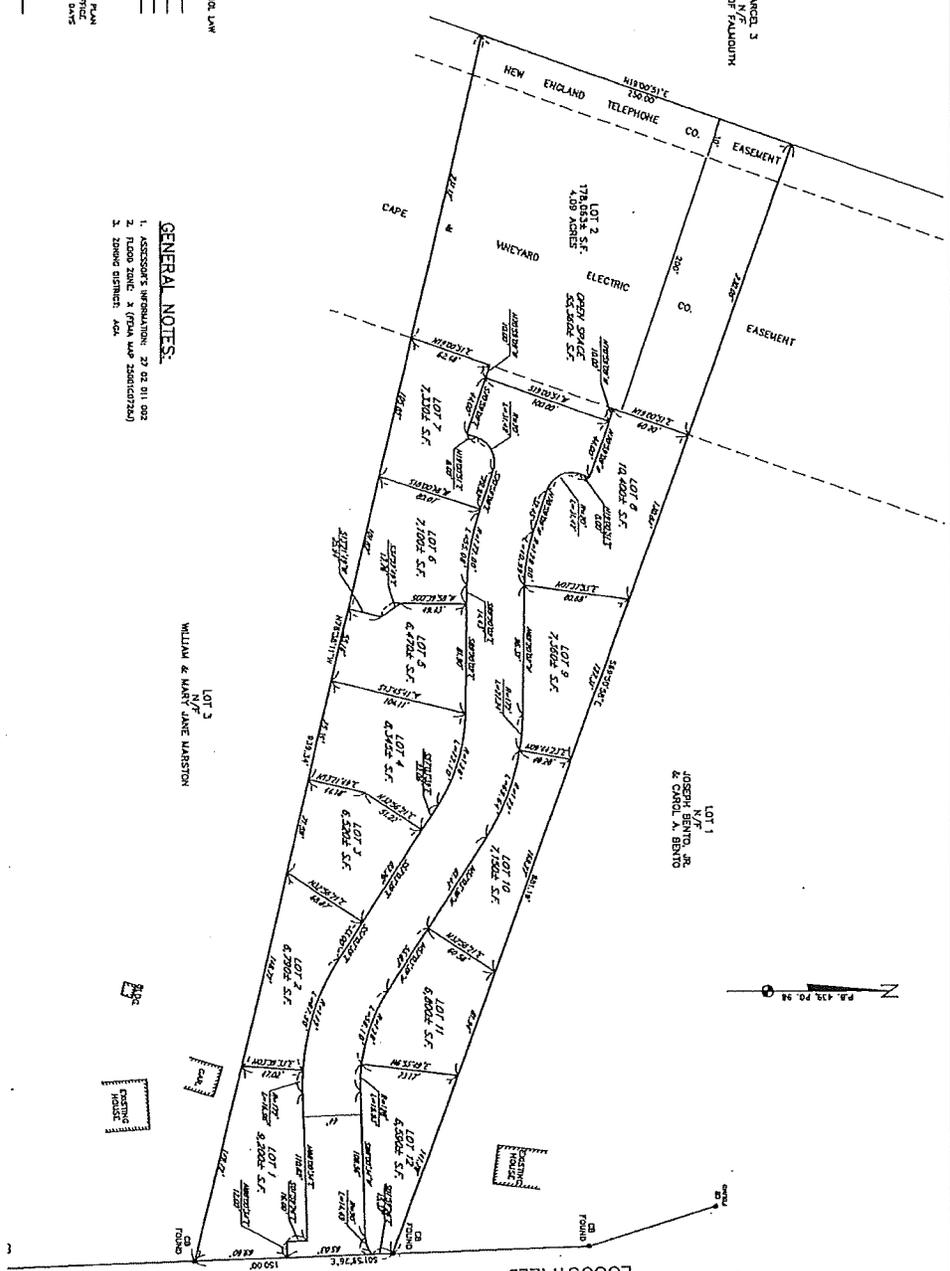
Disclaimer
 The Town of Falmouth makes no claims, no representations and no warranties, express or implied, concerning the validity (express or implied), the reliability or the accuracy of the GIS data and/or GIS products furnished by the Town, including the implied validity of any uses of such data. Parcel lines are graphic representations only.
 Planimetric features derived from 305 Aerials.
 Prepared by Falmouth G.I.S.

FOR RECORD USE ONLY

DRAWN BY: DANIEL G. JAMES
 150 JUDITH BRIDGE CIRCLE
 EAST PALMOUTH, VA 23626

APPLICANT: DANIEL G. JAMES
 150 JUDITH BRIDGE CIRCLE
 EAST PALMOUTH, VA 23626

PANEL 3
 N/E
 TOWN OF PALMOUTH



APPROVAL RECEIVED UNDER SUBDIVISION CONTROL LAW
 PALMOUTH PLANNING BOARD
 DATE APPROVED: _____

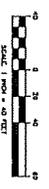
I CERTIFY THAT NOTICE OF THE APPLICANT OF THIS PLAN WAS GIVEN TO THE PLANNING BOARD AND RECORDED IN THE OFFICE OF THE CLERK OF COURTS AND NO APPEAL WAS RECEIVED IN THE MATHY DAYS SUBSEQUENT TO SUCH RECEIPT AND RECORDING.
 PALMOUTH TOWN CLERK
 DATE: _____

GENERAL NOTES:
 1. ASSessor'S INFORMATION: 27.02.011.002
 2. FLOOR ZONE: X (FROM MAP 2006C01234)
 3. ZONING DISTRICT: A-1

I CERTIFY THAT THIS PLAN AND SUBJECT MATTER COMPLY WITH THE SUBDIVISION CONTROL ACT AND TECHNICAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN THE COMMONWEALTH OF VIRGINIA.
 DATE: _____

SUBMISSION NOTES:
 1. LENGTH OF PAVED DRIVEWAY = 361'
 2. AREA OF PAVED DRIVEWAY = 32,944 SF (175 CARS) (14,321 SF) (14,321 SF)
 3. AREA OF DRIVEWAY = 32,944 SF (175 CARS) (14,321 SF) (14,321 SF)
 4. AREA OF DRIVEWAY = 32,944 SF (175 CARS) (14,321 SF) (14,321 SF)
 5. TOTAL AREA OF SUBMISSION = 4,09 ACRES
 6. NUMBER OF PROPOSED LOTS = 12

I CERTIFY THAT THIS PLAN AND SUBJECT MATTER COMPLY WITH THE SUBDIVISION CONTROL ACT AND TECHNICAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN THE COMMONWEALTH OF VIRGINIA.
 DATE: _____



LEGEND
 [Symbol] FOUND
 [Symbol] CONCRETE BUILDING

DEFINITIVE PLAN OF LAND
 VALUED HOME IMPROVEMENT & MAINTENANCE
 LOT 2 LOCUSTFIELD ROAD
 PALMOUTH, VA

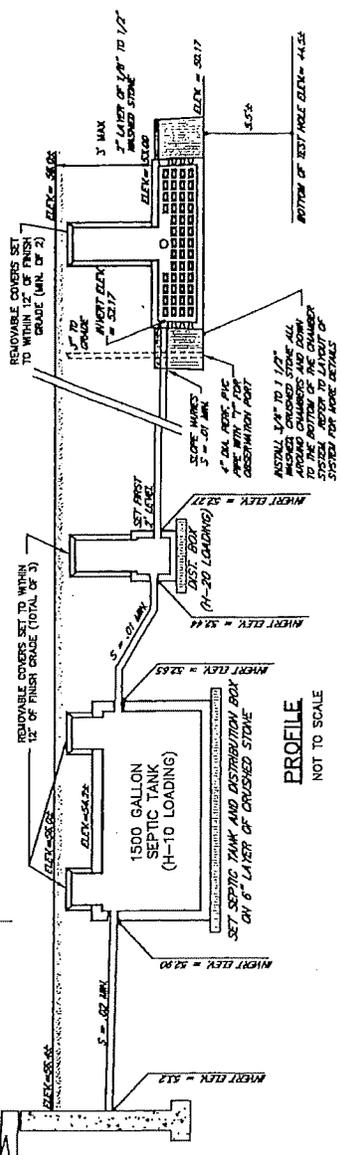
PLAN DATE: AUGUST 6, 2018
 PLAN SCALE: 1" = 40'

DATE SUBMITTED: _____
 SUBMITTER: DANIEL G. JAMES
 TITLE: LAND PLANNING
 FIRM: DANIEL G. JAMES & ASSOCIATES, INC.
 LICENSE NO.: 17323

DATE: _____
 TITLE: _____
 FIRM: _____
 LICENSE NO.: _____

PROJECT NUMBER: 17323 CAD FILE NAME: 17323017 DRAWN BY: L.J. SHEET 1 OF 1

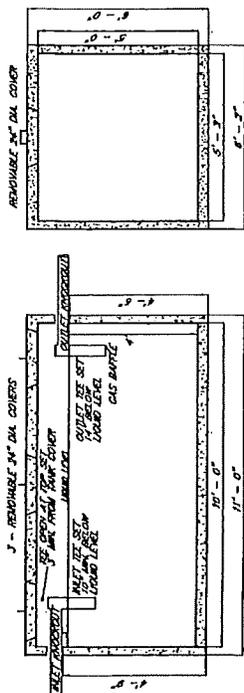
FINISH GRADE SHALL BE 2" MINIMUM OVER ALL SEPTIC SYSTEM COMPONENTS
 USE 4" DIA. SCHEDULE 40 PIP OR CAST IRON PIPE
 30' MINIMUM SETBACK FROM EDGE OF STONE TO CELLAR WALL
 17' MINIMUM SETBACK



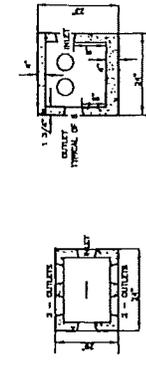
TEST HOLE #1	TEST HOLE #2
0' - 12"	0' - 12"
12" - 36"	12" - 36"
36" - 132"	36" - 132"
LOWA ³ SAND	LOWA ³ SAND
CRUSHED SAND WITH GRAVEL	CRUSHED SAND WITH GRAVEL

SOIL TEST
 Date of soil test: AUGUST 9, 2018
 Test taken by: MICHAEL BORSSELLI, P.E.
 Results witnessed by: BERNIE SULLIVAN
 Test hole depth: < 2 MIN./INCH IN C
 Ground water: NONE

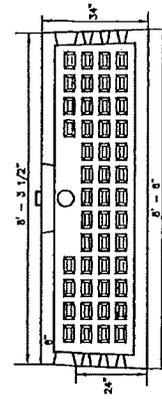
BASIS FOR DESIGN:
 TOTAL DAILY FLOW IS BASED ON 3 RESIDUALS, NO GARAGE DISPOSAL
 TOTAL DAILY FLOW = 110 GPD/RESIDUAL X 3 RESIDUALS = 330 GPD
 BOTTOM AREA PROPOSED = 34 SF
 SDC AREA PROPOSED = 108 SF
 TOTAL LEACHING AREA PROPOSED = 142 SF
 APPLICATION RATE = 0.24 GPD/SF
 DESIGN LEACHING CAPACITY = 337 GPD > 330 GPD



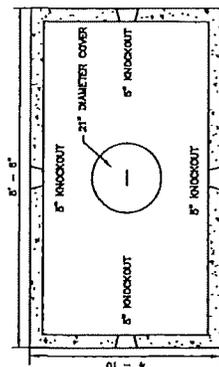
1500 GALLON SEPTIC TANK (H-10 LOADING)
 NOT TO SCALE



DB-5 DISTRIBUTION BOX (H-20 LOADING)
 NOT TO SCALE



CROSS-SECTION



PLAN VIEW

500 GALLON LEACHING CHAMBER (H-10 LOADING)
 SCALE: 1" = 2'

CONSTRUCTION NOTES:

1. INSTALLATION OF THE PROPOSED SEPTIC SYSTEM SHALL BE IN ACCORDANCE WITH TITLE 5 AND THE BOARD OF HEALTH REGULATIONS.
2. A COPY OF THE PLANS SHALL BE AVAILABLE ON SITE FOR REFERENCE AT ALL TIMES DURING THE INSTALLATION OF THE SEPTIC SYSTEM.
3. NO CHANGES TO THE DESIGN SHALL BE PERFORMED WITHOUT THE APPROVAL OF BOTH FALMOUTH ENGINEERING, INC. AND THE BOARD OF HEALTH.
4. THE SEPTIC SYSTEM IS SUBJECT TO INSPECTION BY FALMOUTH ENGINEERING, INC. AND THE BOARD OF HEALTH.
5. THE CONTRACTOR SHALL NOTIFY FALMOUTH ENGINEERING, INC. AND THE BOARD OF HEALTH PRIOR TO ANY WORK BEING DONE ON OR NEAR THE SEPTIC SYSTEM. ALL SUCH NOTICES MUST BE IN WRITING AND MUST BE RECEIVED BY FALMOUTH ENGINEERING, INC. AND THE BOARD OF HEALTH.
6. IF THE CONTRACTOR ENCOUNTERS ANY CONDITIONS IN SITE CONDITIONS SUCH AS DEEPER OR UNUSUAL GROUND WATER TABLES OR OTHER CONDITIONS THAT MAY AFFECT THE INSTALLATION OF THE DESIGN, THE CONTRACTOR SHALL IMMEDIATELY CONTACT FALMOUTH ENGINEERING, INC.

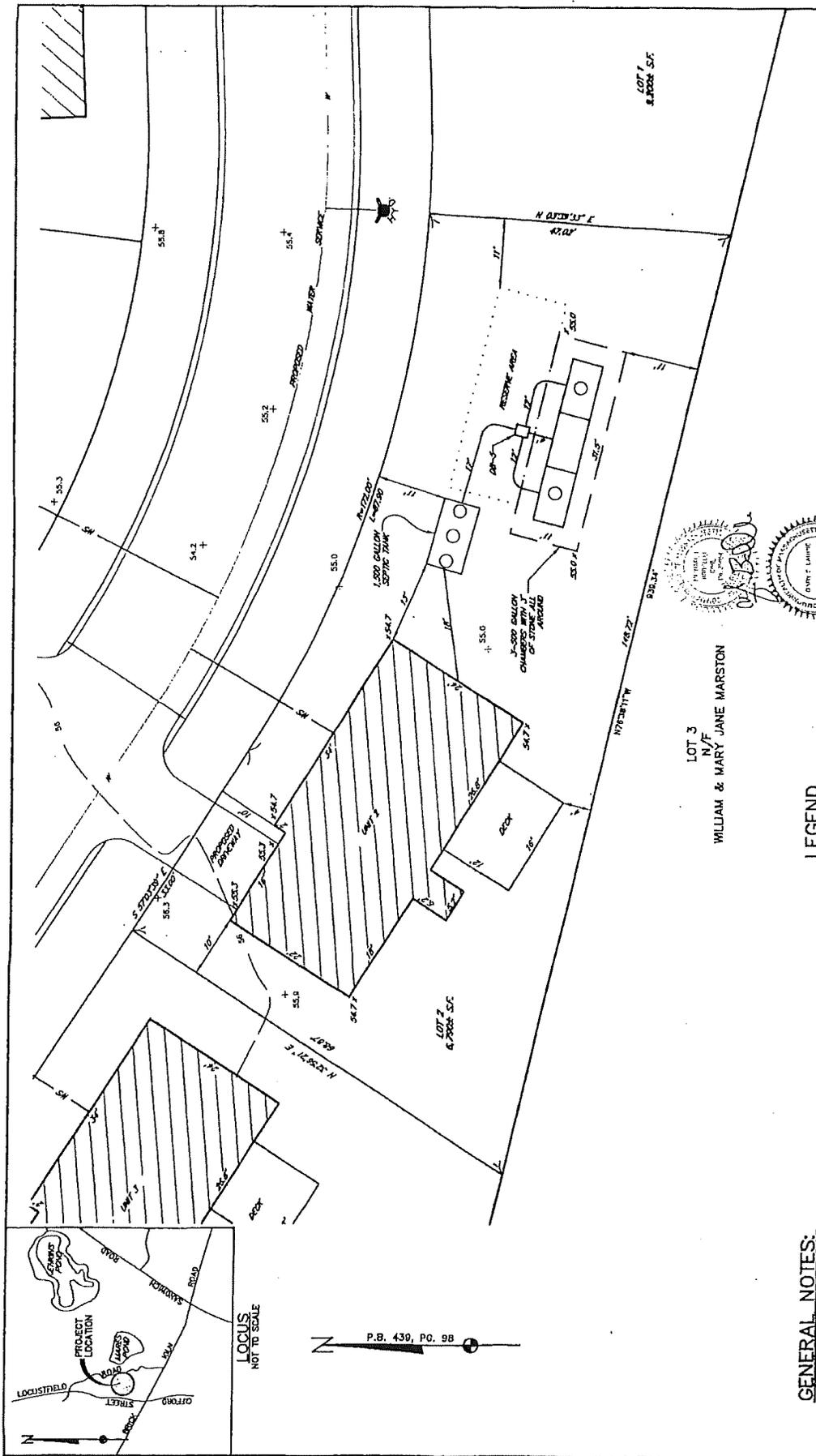
SEPTIC SYSTEM DETAILS
 FOR LOT 2 LOCUSTFIELD ROAD - UNIT 1
 PREPARED FOR
LOCUSTFIELD LLC
 IN
FALMOUTH
 MA

PLAN DATE: JULY 27, 2018
 PLAN SCALE: AS SHOWN

CIVIL ENGINEERING
 WASTEWATER DESIGN
 TITLE 5 PLAN PLANS
 LAND USE PLANNING

WELLSHOE ENGINEERING
 CIVIL ENGINEERING
 COSTAL ENGINEERING
 PIPES AND DOCS
 COMMERCIAL/RESIDENTIAL

Sealed Copy of and Substantive Amendments
 17 ACADEMY LANE, SUITE 200 - FALMOUTH, MA - 02540 - 508.495.1225
 PROJECT NUMBER: 17092 CAD FILE NAME: 17092DT DRAWN BY: L.M./D.M.M. SHEET 2 OF 2



SITE PLAN
LOT 2 LOCUSTFIELD ROAD - UNIT 2
PREPARED FOR
LOCUSTFIELD LLC
IN
FALMOUTH MA

PLAN DATE: JULY 27, 2018 PLAN SCALE: 1"=10'

CIVIL ENGINEERING	WETLANDS PERMITTING
WASTEWATER DESIGN	COSTAL ENGINEERING
TITLE & PLAT PLANS	PIERS AND DOCKS
LAND USE PLANNING	COMMERCIAL/RESIDENTIAL

Sealed Copy of this Plan is on file with the State of Massachusetts

17 ACADEMY LANE, SUITE 200 - FALMOUTH, MA - 02540 - 508.495.1225
 PROJECT NUMBER: 170922P CAD FILE NAME: 170922SP DRAWN BY: L.M./D.M.M. SHEET 1 OF 2

LOT 3
 N/F
 WILLIAM & MARY JANE MARSTON

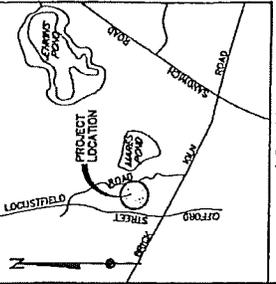
LEGEND

- EXISTING 2' CONTOUR
- EXISTING 10' CONTOUR
- +21.5 EXISTING SPOT ELEVATION
- +21.0 PROPOSED SPOT ELEVATION
- ⊕ EXISTING TEST PIT
- EXISTING STONE WALL
- EXISTING HYDRANT
- CONCRETE BOUND WITH DRILL HOLE

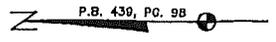


GENERAL NOTES:

1. ASSESSOR'S INFORMATION: 27 02 011 002
2. FLOOD ZONE: X (FEMA MAP 25001C0728.)
3. ZONING DISTRICT: AGA
4. WIND EXPOSURE CATEGORY: B
5. OVERLAY DISTRICT: GREAT POND COASTAL POND OVERLAY DISTRICT
6. LOT COVERAGE BY:
 - A. STRUCTURES: 1,392 S.F./ 8,790 S.F. = 20.5%
 - B. STRUCTURES/PARKING/PAVING: 1,534 S.F./ 8,790 S.F. = 22.5%
7. TOPOGRAPHIC INFORMATION COMPILED FROM TOWN GIS MAPS
8. ELEVATIONS SHOWN ARE BASED ON NORTH AMERICAN VERTICAL DATUM 1988.



LOCUSTFIELD
 NOT TO SCALE



TEST HOLE #1	TEST HOLE #2
0' - 0" / O/E	0' - 0" / O/E
0' - 6" / B	0' - 6" / B
0' - 12" / LOAMY SAND	0' - 12" / LOAMY SAND
0' - 30" / COARSE SAND WITH GRAVEL	0' - 30" / COARSE SAND WITH GRAVEL
0' - 132" /	0' - 132" /

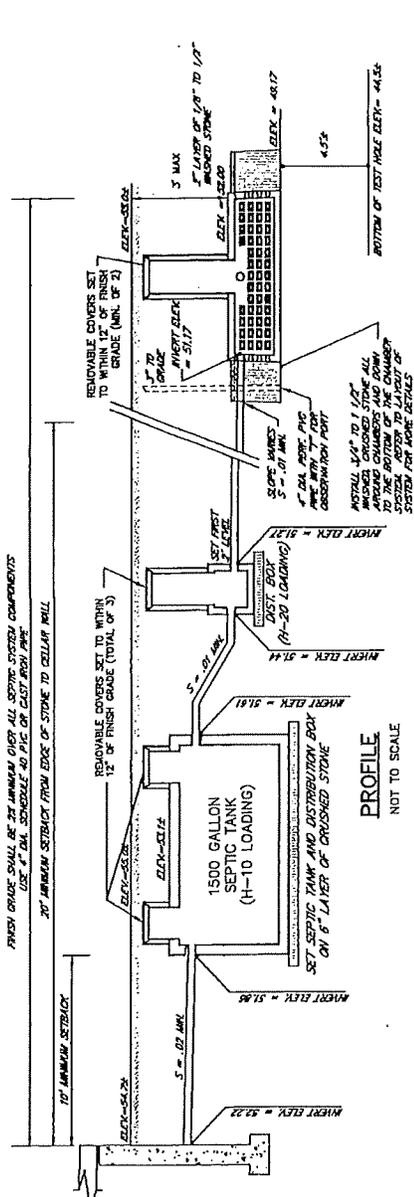
SOIL TEST
 Date of soil test: AUGUST 9, 2018
 Results prepared by: BERNIE SULLIVAN, P.E.
 Penetration rate: < 2 MIN./INCH IN C
 Ground water: NONE

BASIS FOR DESIGN:

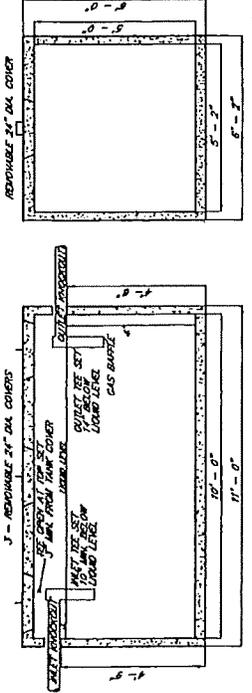
TOTAL DAILY FLOW IS BASED ON 3 BEDROOMS AND GARAGE ADJACENT
 TOTAL DAILY FLOW = 110 GPD/BEDROOM x 3 BEDROOMS = 330 GPD
 BATH AREA PROPOSED = 3/4 S.F.
 3/4 S.F. AREA PROPOSED = 188 S.F.
 TOTAL LEACHING AREA PROPOSED = 310 S.F.
 APPLICATION RATE = 0.74 GPD/S.F.
 DESIGN LEACHING CAPACITY = 377 GPD > 330 GPD

CONSTRUCTION NOTES:

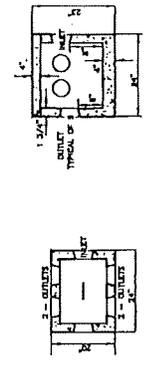
1. INSTALLATION OF THE PROPOSED SEPTIC SYSTEM SHALL BE IN ACCORDANCE WITH TITLE 5 AND THE BOARD OF HEALTH REGULATIONS.
2. A COPY OF THE PLAN SHALL BE AVAILABLE ON SITE FOR REFERENCE AT ALL TIMES DURING THE INSTALLATION OF THE SEPTIC SYSTEM.
3. NO CHANGES TO THE DESIGN SHALL BE PERMITTED WITHOUT THE APPROVAL OF BOTH FALMOUTH ENGINEERING, INC. AND THE BOARD OF HEALTH.
4. THE CONSTRUCTION SHALL BE SUBJECT TO INSPECTION BY FALMOUTH ENGINEERING, INC. AND THE BOARD OF HEALTH.
5. THE CONTRACTOR SHALL NOTIFY FALMOUTH ENGINEERING, INC. AND THE BOARD OF HEALTH IMMEDIATELY IN WRITING OF ANY PROBLEMS OR CONCERNS THAT MAY ARISE DURING THE CONSTRUCTION OF THE SEPTIC SYSTEM. THE CONTRACTOR SHALL OBTAIN THE PORTIONS OF THE SEPTIC SYSTEM THAT HAVE BEEN INSPECTED AND APPROVED BY FALMOUTH ENGINEERING, INC. AND THE BOARD OF HEALTH.
6. THE CONTRACTOR SHALL MAINTAIN ANY EXISTING UTILITIES AS SHOWN ON THE SEPTIC PLAN. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY FALMOUTH ENGINEERING, INC. AND THE BOARD OF HEALTH OF ANY SUCH NOTICES.



PROFILE
 NOT TO SCALE

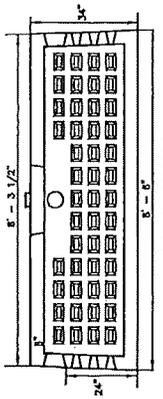


1500 GALLON SEPTIC TANK (H-10 LOADING)
 NOT TO SCALE

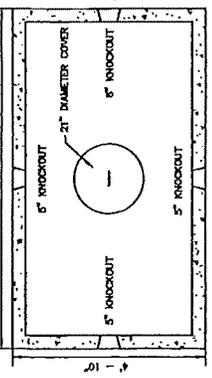


CROSS-SECTION

PLAN VIEW



CROSS-SECTION



PLAN VIEW

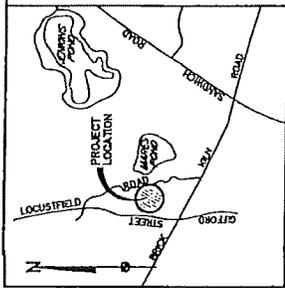
SEPTIC SYSTEM DETAILS
 FOR LOT 2 LOCUSTFIELD ROAD - UNIT 2
 PREPARED FOR
LOCUSTFIELD LLC
 IN
 FALMOUTH, MA

PLAN DATE: JULY 27, 2018
 PLAN SCALE: AS SHOWN
 MA

CIVIL ENGINEERING
 WASTEWATER DESIGN
 TITLE 5 PLAN PLANS
 LAND USE PLANNING

WELMOR PUBLISHING
 COURTESY ENGINEERING
 PAPER AND BOOKS
 COMMERCIAL/RESIDENTIAL

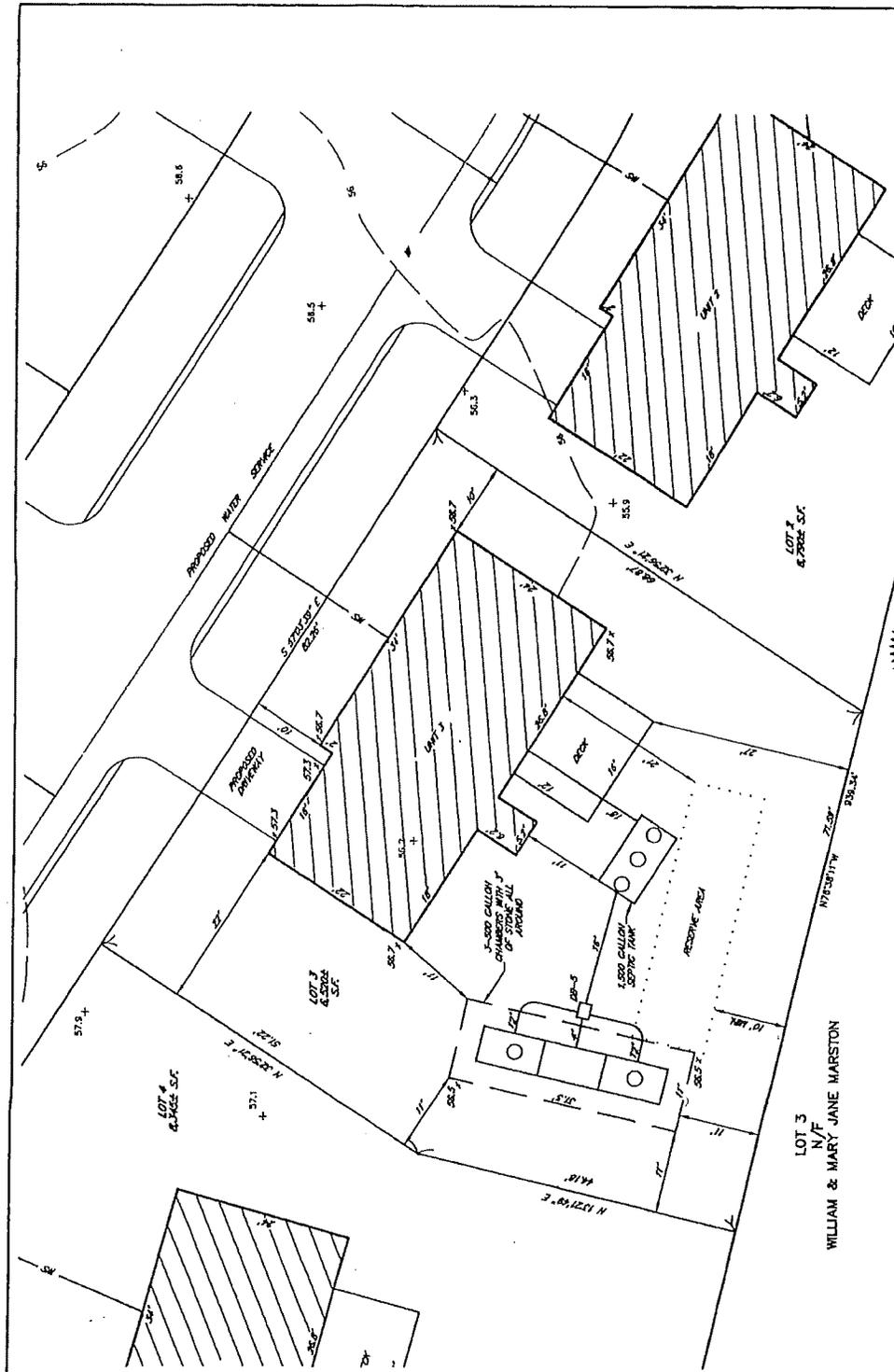
17 ACADEMY LANE, SUITE 200 - FALMOUTH, MA - 02540 - 508.495.1225
 PROJECT NUMBER: 17092D | CAD FILE NAME: 17092D | DRAWN BY: L.K./D.J.M. | SHEET 2 OF 2



LOCUSTFIELD
NOT TO SCALE



P.B. 439, PG. 98

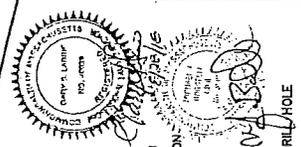


GENERAL NOTES:

1. ASSESSOR'S INFORMATION: 27 02 011 002
2. FLOOD ZONE: X (FEMA MAP 25001C07284)
3. ZONING DISTRICT: ACA
4. WIND EXPOSURE CATEGORY: B
5. OVERLAY DISTRICT: GREAT POND COASTAL POND OVERLAY DISTRICT
6. LOT COVERAGE BY:
 - A. STRUCTURES: 1,392 S.F./ 6,520 S.F. = 21.3%
 - B. STRUCTURES/PARKING/PAVING: 1,537 S.F./ 6,520 S.F. = 23.6%
7. TOPOGRAPHIC INFORMATION COMPILED FROM TOWN GIS MAPS
8. ELEVATIONS SHOWN ARE BASED ON NORTH AMERICAN VERTICAL DATUM 1985.

LEGEND

- EXISTING 2' CONTOUR
- EXISTING 10' CONTOUR
- +21.5 EXISTING SPOT ELEVATION
- +21.0 EXISTING SPOT ELEVATION
- ⊙ EXISTING TEST PIT
- EXISTING STONE WALL
- EXISTING HYDRANT
- CONCRETE BOUND WITH DRILL HOLE



SITE PLAN
PREPARED FOR
LOCUSTFIELD LLC
FALMOUTH, MA

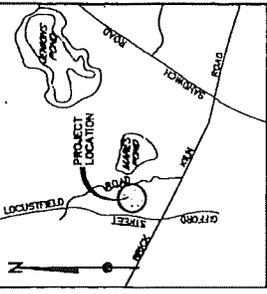
PLAN DATE: JULY 27, 2018 PLAN SCALE: 1"=10'

- CIVIL ENGINEERING
- WASTEWATER DESIGN
- TITLE & PLAT PLANS
- LAND USE PLANNING



WETLANDS PERMITTING
COASTAL ZONING
PIERS AND DOCKS
COMMERCIAL/RESIDENTIAL

17 ACADEMY LANE, SUITE 200 - FALMOUTH, MA - 02540 - 508.495.1225
PROJECT NUMBER: 17092 CAD FILE NAME: 17092SP DRAWN BY: L.M./D.M.M. SHEET 1 OF 2



LOCUSTFIELD
NOT TO SCALE



LEGEND

- 20 — EXISTING 2' CONTOUR
- 21.5 — EXISTING 10' CONTOUR
- 27.0 — EXISTING SPOT ELEVATION
- — PROPOSED SPOT ELEVATION
- — EXISTING TEST PIT
- — EXISTING STONE WALL
- — EXISTING HYDRANT
- — CONCRETE BOUND WITH DRILL HOLE

GENERAL NOTES:

1. ASSESSOR'S INFORMATION: 27 02 01 002
2. FLOOD ZONE: X (FEMA MAP 25001C0728J)
3. ZONING DISTRICT: AGA
4. WIND EXPOSURE CATEGORY: B
5. OVERLAY DISTRICT: GREAT POND COASTAL POND OVERLAY DISTRICT
6. LOT COVERAGE BY:
 - A. STRUCTURES: 1,392 S.F. / 8,345 S.F. = 16.7%
 - B. STRUCTURES/PARKING/PAVING: 1,787 S.F. / 8,345 S.F. = 21.4%
7. TOPOGRAPHIC INFORMATION COMPILED FROM TOWN GIS MAPS
8. ELEVATIONS SHOWN ARE BASED ON NORTH AMERICAN VERTICAL DATUM 1988.

SITE PLAN
FOR
LOT 2 LOCUSTFIELD ROAD - UNIT 4
LOCUSTFIELD LLC
IN
FALMOUTH
MA

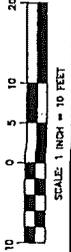
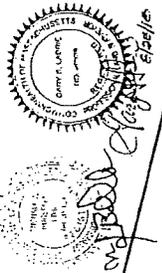
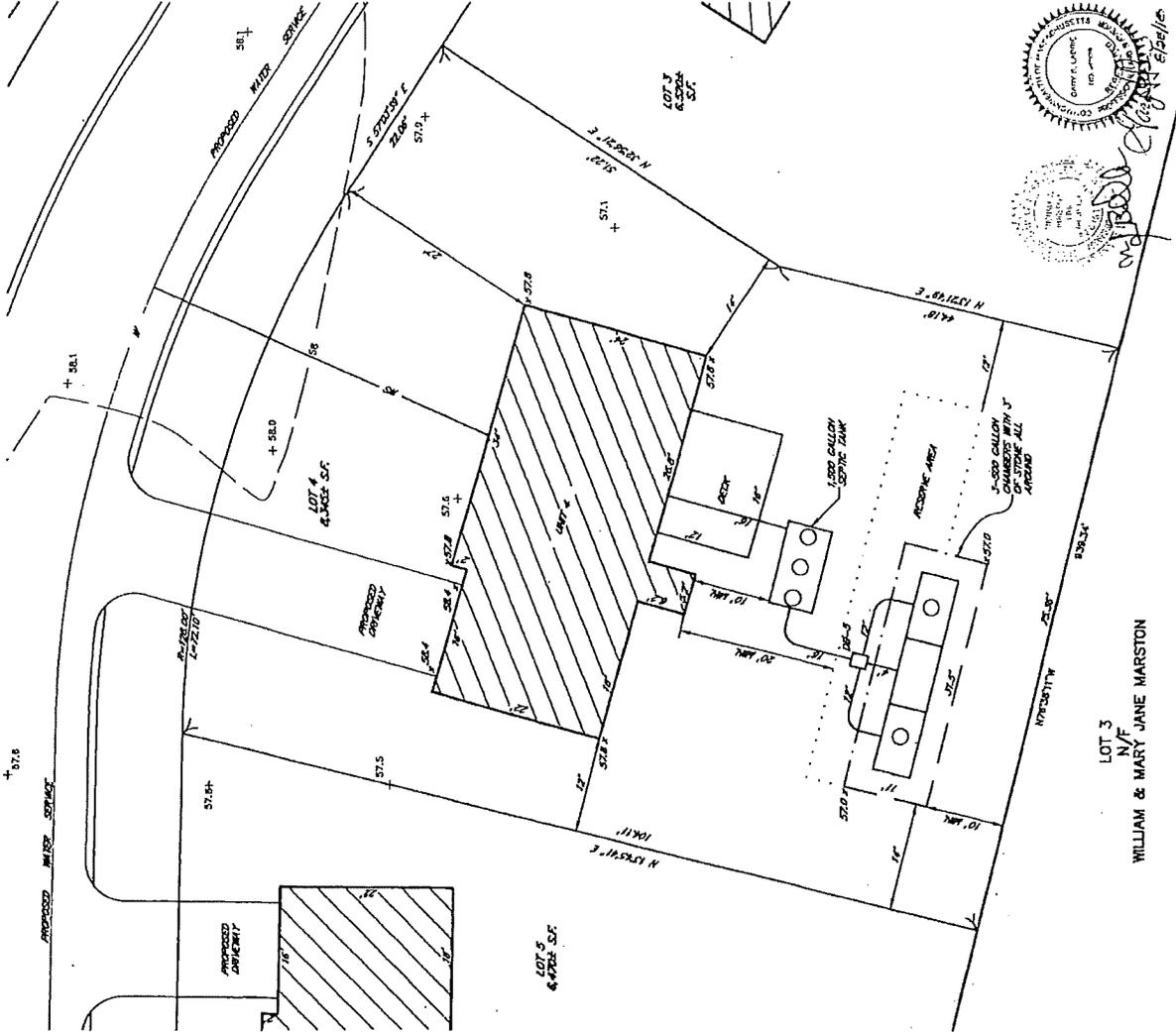
PLAN DATE: JULY 27, 2018 PLAN SCALE: 1"=10'



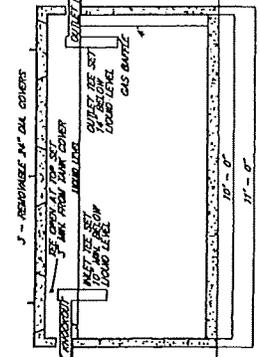
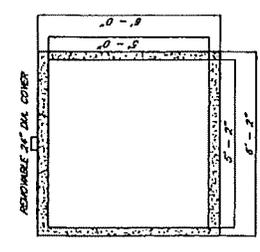
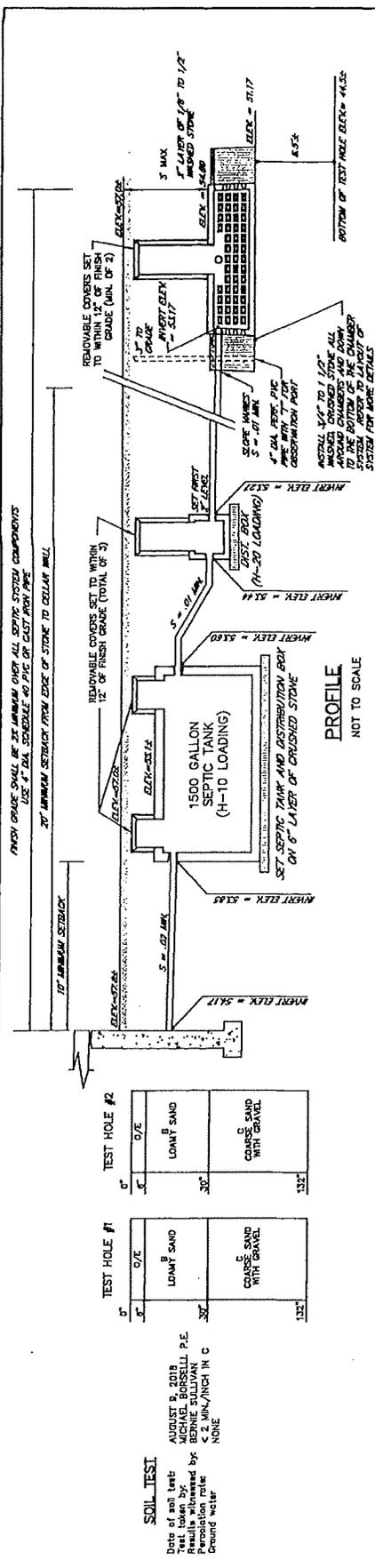
- CIVIL ENGINEERING
- WASTEWATER DESIGN
- TITLE 9 PLOT PLANS
- LAND USE PLANNING

17 ACADEMY LANE, SUITE 200 - FALMOUTH, MA - 02540 - 508.495.1225

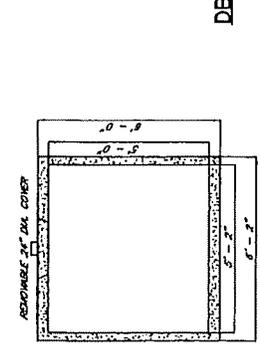
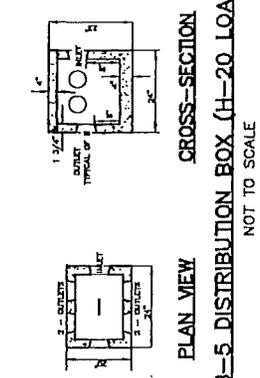
PROJECT NUMBER: 17092 CAD FILE NAME: 17092SP DRAWN BY: L.M./D.M.M. SHEET 1 OF 2



LOT 3
N/F
WILLIAM & MARY JANE MARSTON



1500 GALLON SEPTIC TANK (H-10 LOADING)
NOT TO SCALE



DB-5 DISTRIBUTION BOX (H-20 LOADING)
NOT TO SCALE

TEST HOLE #1	TEST HOLE #2
0' - 1' 0"	0' - 1' 0"
1' 0" - 2' 0"	1' 0" - 2' 0"
2' 0" - 3' 0"	2' 0" - 3' 0"
3' 0" - 4' 0"	3' 0" - 4' 0"
4' 0" - 5' 0"	4' 0" - 5' 0"
5' 0" - 6' 0"	5' 0" - 6' 0"
6' 0" - 7' 0"	6' 0" - 7' 0"
7' 0" - 8' 0"	7' 0" - 8' 0"
8' 0" - 9' 0"	8' 0" - 9' 0"
9' 0" - 10' 0"	9' 0" - 10' 0"
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12' 0" - 13' 0"	12' 0" - 13' 0"
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97' 0" - 98' 0"	97' 0" - 98' 0"
98' 0" - 99' 0"	98' 0" - 99' 0"
99' 0" - 100' 0"	99' 0" - 100' 0"

SOIL TEST
 Date of soil test: AUGUST 8, 2018
 Test taken by: MICHAEL BORSELLI P.E.
 Results witnessed by: BERNIE SULLIVAN
 Location: 2.2 MIN./INCH IN G
 Ground water: NONE

BASIS FOR DESIGN:
 TOTAL DAILY FLOW IS BASED ON 3 BEDROOMS, NO GARAGE DISPOSAL
 TOTAL DAILY FLOW = 170 GPD/BEDROOM X 3 BEDROOMS = 510 GPD
 BOTTOM AREA PROPOSED = 341 SF
 SPEC AREA PROPOSED = 189 SF
 TOTAL LEACHING AREA PROPOSED = 510 SF
 APPLICATION RATE = 0.74 GPD/SF
 DESIGN LEACHING CAPACITY = 377 GPD > 510 GPD

CONSTRUCTION NOTES:

1. INSTALLATION OF THE PROPOSED SEPTIC SYSTEM SHALL BE IN ACCORDANCE WITH TITLE 5 AND THE BOARD OF HEALTH REGULATIONS
2. A COPY OF THE PLANS SHALL BE AVAILABLE ON SITE FOR INSPECTION AT ALL TIMES DURING THE INSTALLATION OF THE SEPTIC SYSTEM
3. NO CHANGES TO THE DESIGN SHALL BE PERFORMED WITHOUT THE APPROVAL OF BOTH FALMOUTH ENGINEERING, INC. AND THE BOARD OF HEALTH
4. THE SEPTIC SYSTEM IS SUBJECT TO INSPECTION BY FALMOUTH ENGINEERING, INC. AND THE BOARD OF HEALTH
5. THE CONTRACTOR SHALL NOTIFY FALMOUTH ENGINEERING, INC. AND THE BOARD OF HEALTH TO INSPECT THE SEPTIC SYSTEM PRIOR TO BACKFILL. IN SOME INSTANCES, MORE THAN ONE INSPECTION MAY BE REQUIRED. THE CONTRACTOR SHALL ONLY BACKFILL THE PORTIONS OF THE SYSTEM THAT HAVE BEEN INSPECTED AND APPROVED BY FALMOUTH ENGINEERING, INC. AND THE BOARD OF HEALTH
6. IF THE CONTRACTOR ENCOUNTERS ANY OBSTACLES AT THE CONSTRUCTION SITE, SUCH AS OBSTRUCTIONS TO SOIL PENETRATION, INSTALLED OR OTHER CONDITIONS THAT MAY AFFECT THE CALCULATION OF THE DESIGN, THE CONTRACTOR SHALL IMMEDIATELY CONTACT FALMOUTH ENGINEERING, INC.

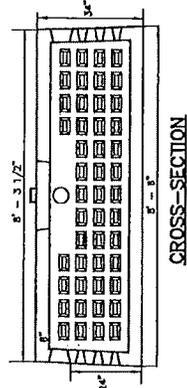
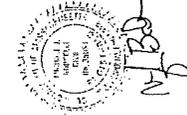
SEPTIC SYSTEM DETAILS
 FOR LOT 2 LOCUSTFIELD ROAD - UNIT 4
 PREPARED FOR
LOCUSTFIELD LLC
 IN
FALMOUTH MA

PLAN DATE: JULY 27, 2018 PLAN SCALE: AS SHOWN

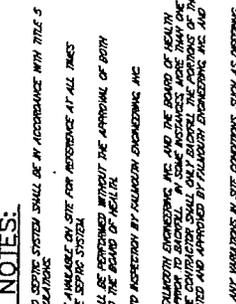
ONE ENGINEERING
 WASTEWATER DESIGN
 TILE & FLOT PLANS
 LAND USE PLANNING

RELANDS ENGINEERING
 CIVIL ENGINEERING
 FLOOD AND DOORS
 COMMERCIAL/RESIDENTIAL

17 ACADEMY LANE, SUITE 200 - FALMOUTH, MA - 02540 - 508.495.1225
 PROJECT NUMBER: 17092 CAD FILE NAME: 170920T DRAWN BY: LM/D.M.M. SHEET 2 OF 2



CROSS-SECTION



PLAN VIEW

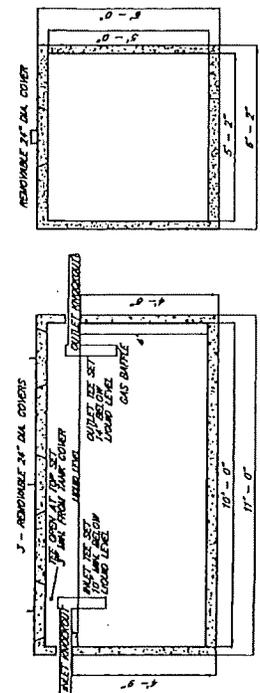
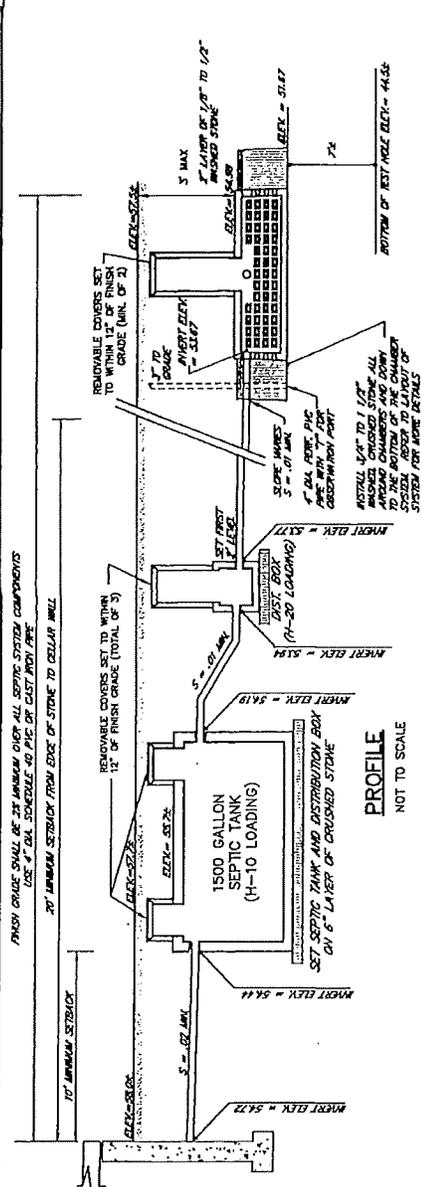
500 GALLON LEACHING CHAMBER (H-10 LOADING)
 SCALE: 1" = 2'

SOIL TEST
 Date of soil test: AUGUST 9, 2018
 Test taken by: MICHAEL BORSELLA, P.E.
 Results witnessed by: BERNIE SULLIVAN
 Location: 17' ACADEMY LANE, FALMOUTH, MA
 Ground water: NONE

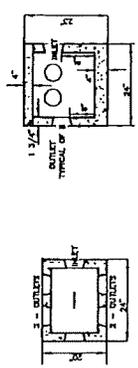
TEST HOLE #1	TEST HOLE #2
0' - 1' O/E	0' - 1' O/E
1' - 30" LOAM SAND	1' - 30" LOAM SAND
30" - 132" CLAY SAND WITH GRAVEL	30" - 132" CLAY SAND WITH GRAVEL

BASIS FOR DESIGN:
 TOTAL DAILY FLOW IS BASED ON 3 BEDROOMS AND GARAGE DISPOSAL
 TOTAL DAILY FLOW = 110 GPD/BEDROOM X 3 BEDROOMS = 330 GPD
 BOTTOM AREA PROPOSED = 341 SF
 SEC AREA PROPOSED = 189 SF
 TOTAL LEACHING AREA PROPOSED = 520 SF
 APPLICATION RATE = 0.74 GPD/SF
 DESIGN LEACHING CAPACITY = 377 GPD > 330 GPD

- CONSTRUCTION NOTES:**
1. INSTALLATION OF THE PROPOSED SEPTIC SYSTEM SHALL BE IN ACCORDANCE WITH TITLE 5 AND THE BOARD OF HEALTH REGULATIONS
 2. A COPY OF THE PLANS SHALL BE AVAILABLE ON SITE FOR REFERENCE AT ALL TIMES DURING THE INSTALLATION OF THE SEPTIC SYSTEM
 3. NO CHANGES TO THE DESIGN SHALL BE PERFORMED WITHOUT THE APPROVAL OF BOTH FALMOUTH ENGINEERING, INC. AND THE BOARD OF HEALTH.
 4. THE SEPTIC SYSTEM IS SUBJECT TO INSPECTION BY FALMOUTH ENGINEERING, INC. AND THE BOARD OF HEALTH.
 5. THE CONTRACTOR SHALL NOTIFY FALMOUTH ENGINEERING, INC. AND THE BOARD OF HEALTH TO INSPECT THE SEPTIC SYSTEM PRIOR TO BACKFILL. IN SOME INSTANCES, MORE THAN ONE INSPECTION MAY BE REQUIRED. THE CONTRACTOR SHALL ONLY BACKFILL THE PORTIONS OF THE SEPTIC SYSTEM THAT ARE NOT INSPECTED AND APPROVED BY FALMOUTH ENGINEERING, INC. AND THE BOARD OF HEALTH.
 6. THE CONTRACTOR OPERATOR SHALL MAINTAIN AS THE CONTRACTOR'S RESPONSIBILITY THE SOILS, TOPOGRAPHY, UTILITIES OR OTHER CONDITIONS THAT MAY REQUIRE RE-EVALUATION OF THE DESIGN. THE CONTRACTOR SHALL IMMEDIATELY CONTACT FALMOUTH ENGINEERING, INC.

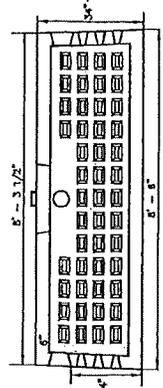


1500 GALLON SEPTIC TANK (H-10 LOADING)
 NOT TO SCALE

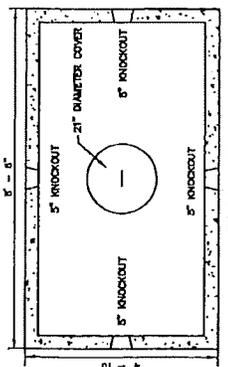


CROSS-SECTION

DB-5 DISTRIBUTION BOX (H-20 LOADING)
 NOT TO SCALE



CROSS-SECTION



PLAN VIEW

500 GALLON LEACHING CHAMBER (H-10 LOADING)
 SCALE: 1" = 2'

SEPTIC SYSTEM DETAILS
 FOR LOT 2 LOCUSTFIELD ROAD - UNIT 5
 PREPARED FOR
LOCUSTFIELD LLC
 IN
FALMOUTH MA

PLAN DATE: JULY 27, 2018 PLAN SCALE: AS SHOWN

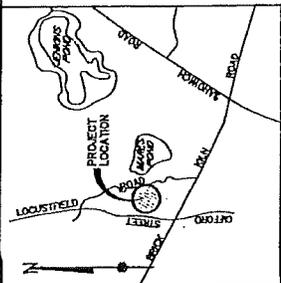
CIVIL ENGINEERING
 WASTEWATER DESIGN
 TITLE 5 PLOT PLANS
 LAND USE PLANNING

FALMOUTH ENGINEERS

REGULATIONS PERMITTING
 COASTAL ENGINEERING
 POND AND DOCKS
 COMMERCIAL/RESIDENTIAL

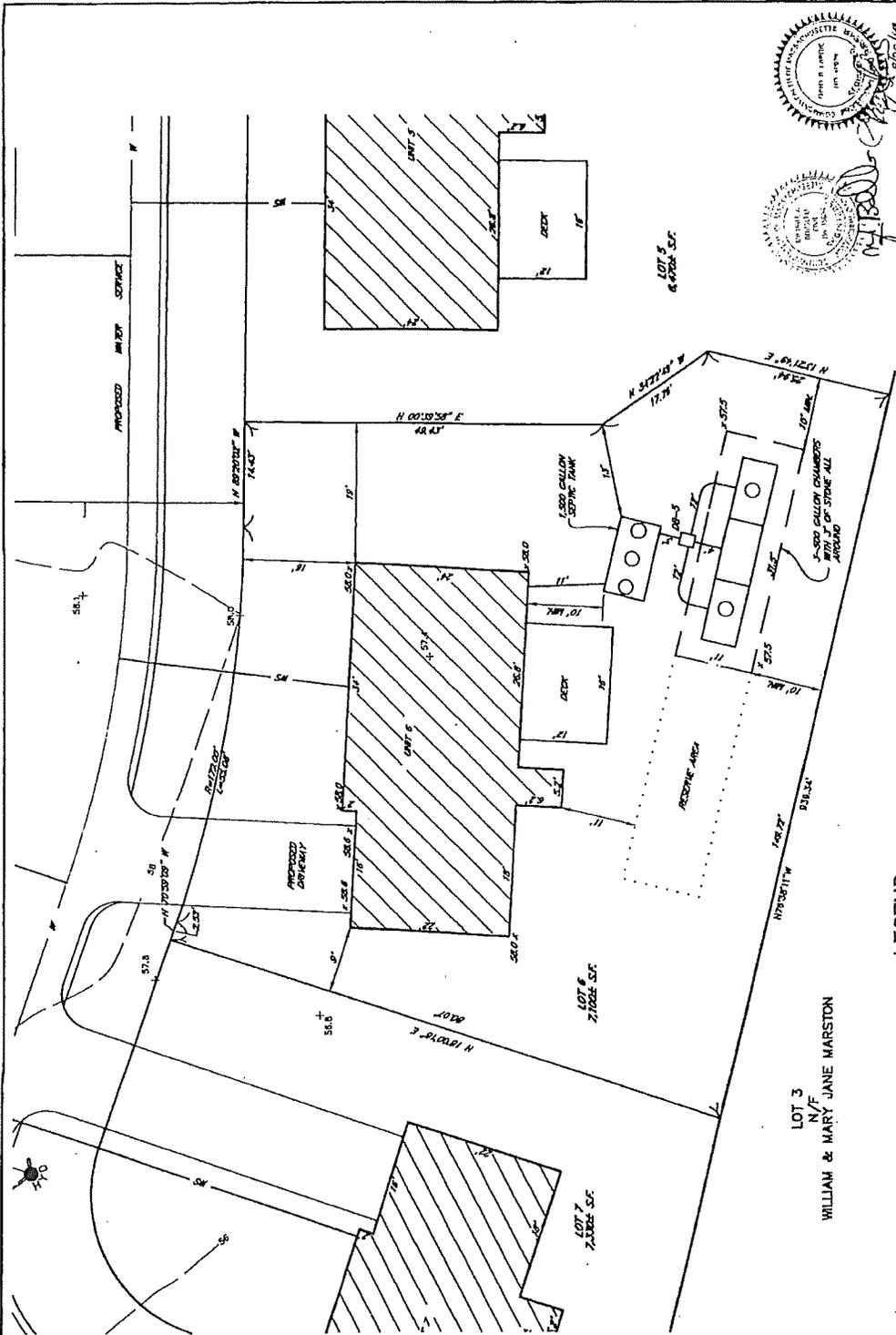
Specialty Code and Seal and Southwestern Massachusetts

17 ACADEMY LANE, SUITE 200 - FALMOUTH, MA - 02540 - 508.495.1225
 PROJECT NUMBER: 17092J CAD FILE NAME: 17092J.DWG DRAWN BY: L.M./D.M.M. SHEET 2 OF 2



LOCUSTFIELD
NOT TO SCALE

P.B. 439, PG. 08

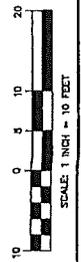


GENERAL NOTES:

1. ASSESSOR'S INFORMATION: 27 02 011 002
2. FLOOD ZONE: X (FEHA MAP 25001C0728J)
3. ZONING DISTRICT: AGA
4. WIND EXPOSURE CATEGORY: B
5. OVERLAY DISTRICT: GREAT POND COASTAL POND OVERLAY DISTRICT
6. LOT COVERAGE BY:
 - A. STRUCTURES: 1,392 S.F. / 7,100 S.F. = 19.6%
 - B. STRUCTURES/PARKING/PAVING: 1,650 S.F. / 7,100 S.F. = 23.3%
7. TOPOGRAPHIC INFORMATION COMPILED FROM TOWN GIS MAPS
8. ELEVATIONS SHOWN ARE BASED ON NORTH AMERICAN VERTICAL DATUM 1988.

LEGEND

- EXISTING 2' CONTOUR
- EXISTING 10' CONTOUR
- +21.5 EXISTING SPOT ELEVATION
- +27.0 EXISTING SPOT ELEVATION
- ⊗ EXISTING TEST PIT
- EXISTING STONE WALL
- EXISTING HYDRANT
- CONCRETE BOUND WITH DRILL HOLE



SITE PLAN
 PREPARED FOR
LOCUSTFIELD LLC
 FALMOUTH, MA

PLAN DATE: JULY 27, 2018 PLAN SCALE: 1"=10'



CIVIL ENGINEERING
 WASTEWATER DESIGN
 TITLE 9 PLAT PLANS
 LAND USE PLANNING

WETLANDS PLANNING
 COASTAL ENGINEERING
 FERRIS AND DOOKS
 COMMERCIAL/RESIDENTIAL

Seal of the State of Massachusetts
 State Engineer

17 ACADEMY LANE, SUITE 200 - FALMOUTH, MA - 02540 - 508.485.1225

PROJECT NUMBER: 17092 CAD FILE NAME: 17062SP DRAWN BY: L.M./D.M.M. SHEET 1 OF 2

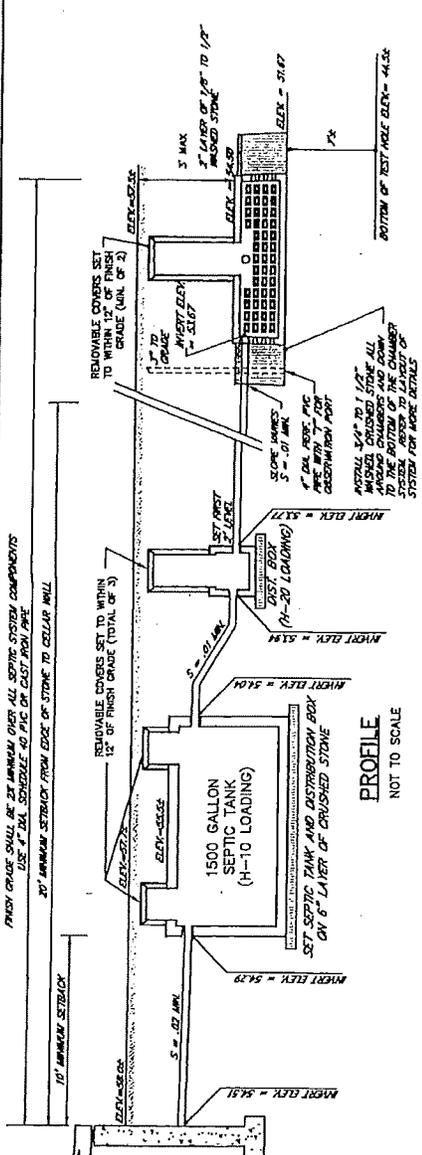
TEST HOLE #1	TEST HOLE #2
0' - 1'	0' - 1'
1' - 3'	1' - 3'
3' - 30'	3' - 30'
30' - 132'	30' - 132'
LOAN ¹ SAND	LOAN ¹ SAND
GRAVEL SAND WITH GRAVEL	GRAVEL SAND WITH GRAVEL

SOIL TEST
 Date of soil test: AUGUST 9, 2018
 Test taken by: MICHAEL BORSELLI, P.E.
 Performed by: MICHAEL SULLIVAN
 Percolation rate: 2.5 MIN./INCH IN C
 Ground water: NONE

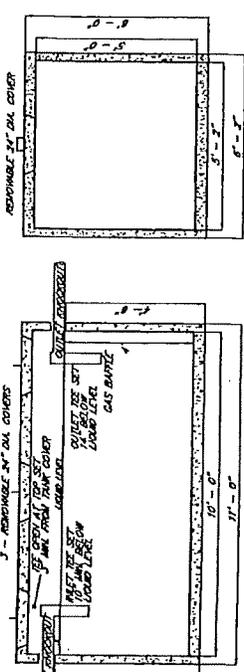
BASIS FOR DESIGN:
 TOTAL DAILY FLOW IS BASED ON 3 BEDROOMS AND GARAGE DISPOSAL
 TOTAL DAILY FLOW = 110 GPD/PERSON x 3 BEDROOMS = 330 GPD
 GARDEN AREA PROPOSED = 341 SF
 SOLE ARCH PROPOSED = 189 SF
 TOTAL LEACHING AREA PROPOSED = 520 SF
 APPLICATION RATE = 0.24 GPD/SF
 DESIGN LEACHING CAPACITY = 127 GPD > 330 GPD

CONSTRUCTION NOTES:

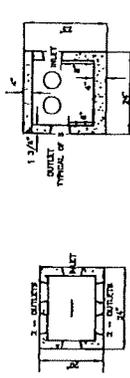
- INSTALLATION OF THE PROPOSED SEPTIC SYSTEM SHALL BE IN ACCORDANCE WITH TITLE 9 AND THE BOARD OF HEALTH REGULATIONS.
- A COPY OF THE PLANS SHALL BE AVAILABLE ON SITE FOR REFERENCE AT ALL TIMES DURING THE INSTALLATION OF THE SEPTIC SYSTEM.
- NO CHANGES TO THE DESIGN SHALL BE PERFORMED WITHOUT THE APPROVAL OF BOTH FALMOUTH ENGINEERING, INC. AND THE BOARD OF HEALTH.
- THE SEPTIC SYSTEM IS SUBJECT TO APPROVAL BY FALMOUTH ENGINEERING, INC. AND THE BOARD OF HEALTH.
- THE CONTRACTOR SHALL NOTIFY FALMOUTH ENGINEERING, INC. AND THE BOARD OF HEALTH PRIOR TO ANY CHANGES TO THE DESIGN. IN SOME INSTANCES MORE THAN ONE APPROVAL MAY BE REQUIRED. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY APPROVALS PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN RECORDS OF ALL CHANGES TO THE DESIGN AND THE BOARD OF HEALTH.
- IF THE CONTRACTOR ENCOUNTERS ANY OBSTACLES AT SITE CONDITIONS SUCH AS OBSTRUCTION OF SOILS THROUGHOUT, RETAINERS OR OTHER CONDITIONS THAT MAY REQUIRE RE-EVALUATION OF THE DESIGN, THE CONTRACTOR SHALL IMMEDIATELY CONTACT FALMOUTH ENGINEERING, INC.



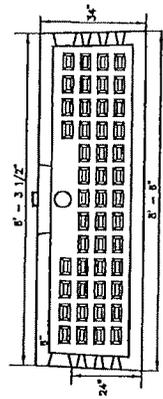
PROFILE
NOT TO SCALE



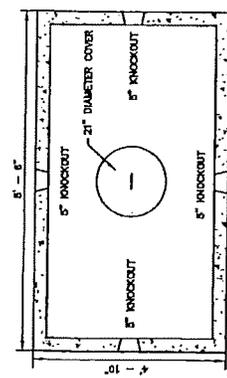
1500 GALLON SEPTIC TANK (H-10 LOADING)
NOT TO SCALE



DB-5 DISTRIBUTION BOX (H-20 LOADING)
NOT TO SCALE



CROSS-SECTION



PLAN VIEW

500 GALLON LEACHING CHAMBER (H-10 LOADING)
SCALE: 1" = 2'

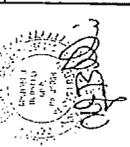
SEPTIC SYSTEM DETAILS
 FOR LOT 2 LOCUSTFIELD ROAD - UNIT 6
 PREPARED FOR
LOCUSTFIELD LLC
 IN
 FALMOUTH, MA

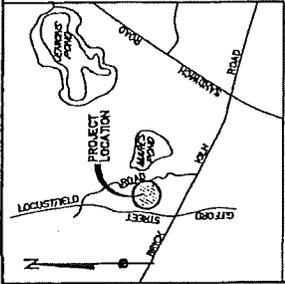
PLAN DATE: JULY 27, 2018
 PLAN SCALE: AS SHOWN

CIVIL ENGINEERING
 WETLAND FOOTPRINTING
 WATERWAY DESIGN
 COASTAL ENGINEERING
 TITLE & PLAT PLANS
 PROB AND DOCS
 LAND USE PLANNING
 COMMERCIAL/RESIDENTIAL

Sealing Cover over and Surrounding Area/Structure

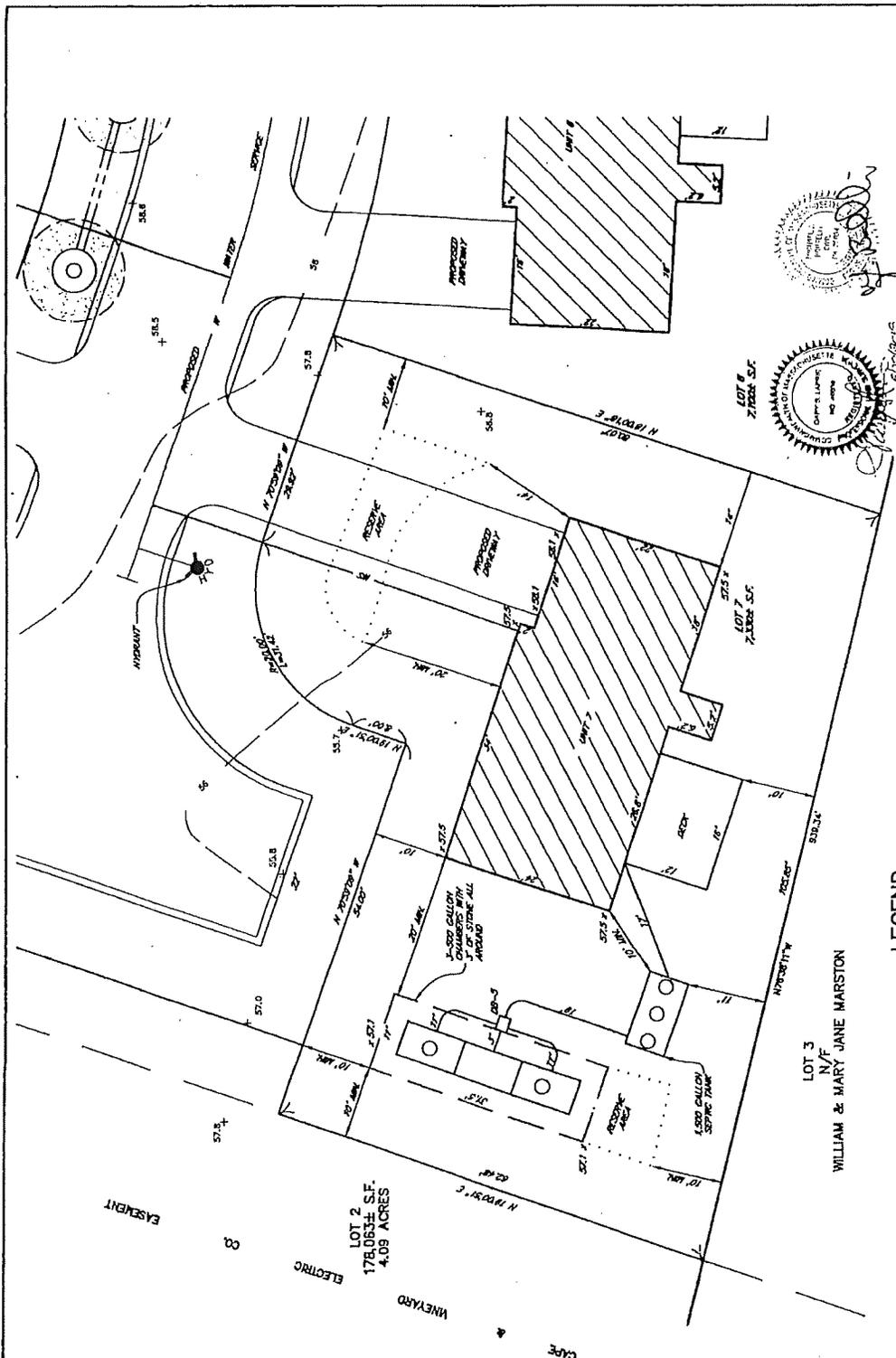
17 ACADEMY LANE, SUITE 200 - FALMOUTH, MA - 02540 - 508.493.1225
 PROJECT NUMBER: 17092 | CAD FILE NAME: 1709201 | DRAWN BY: L.M./D.M.M. | SHEET 2 OF 2





LOCUS
NOT TO SCALE

P.B. 430, PG. 08



LOT 3
N/F
WILLIAM & MARY JANE MARSTON

GENERAL NOTES:

1. ASSESSOR'S INFORMATION: 27 02 011 002
2. FLOOD ZONE: X (FEMA MAP 25001C07280)
3. ZONING DISTRICT: AGA
4. WIND EXPOSURE CATEGORY: B
5. OVERLAY DISTRICT: GREAT POND COASTAL POND OVERLAY DISTRICT
6. LOT COVERAGE BY:
 - A. STRUCTURES/PARKING/PAVING: 1,887 S.F. / 7,330 S.F. = 25.5%
 - B. STRUCTURES/PARKING/PAVING: 1,887 S.F. / 7,330 S.F. = 25.5%
7. TOPOGRAPHIC INFORMATION COMPILED FROM TOWN GIS MAPS
8. ELEVATIONS SHOWN ARE BASED ON NORTH AMERICAN VERTICAL DATUM 1988.

LEGEND

- EXISTING 2' CONTOUR
- EXISTING 10' CONTOUR
- +2.5 EXISTING SPOT ELEVATION
- +21.0 PROPOSED SPOT ELEVATION
- ⊗ EXISTING TEST PIT
- EXISTING STONE WALL
- EXISTING HYDRANT
- CONCRETE BOUND WITH DRILL HOLE



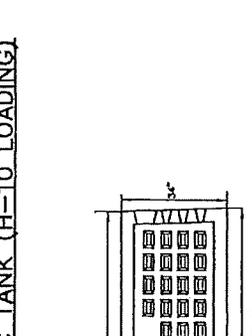
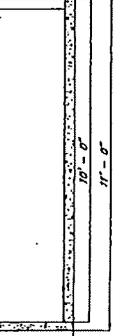
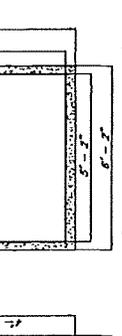
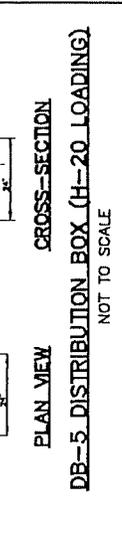
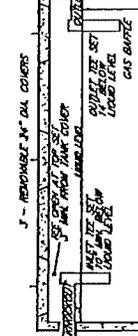
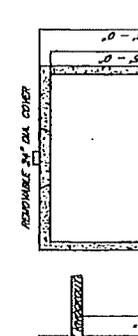
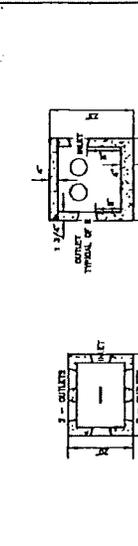
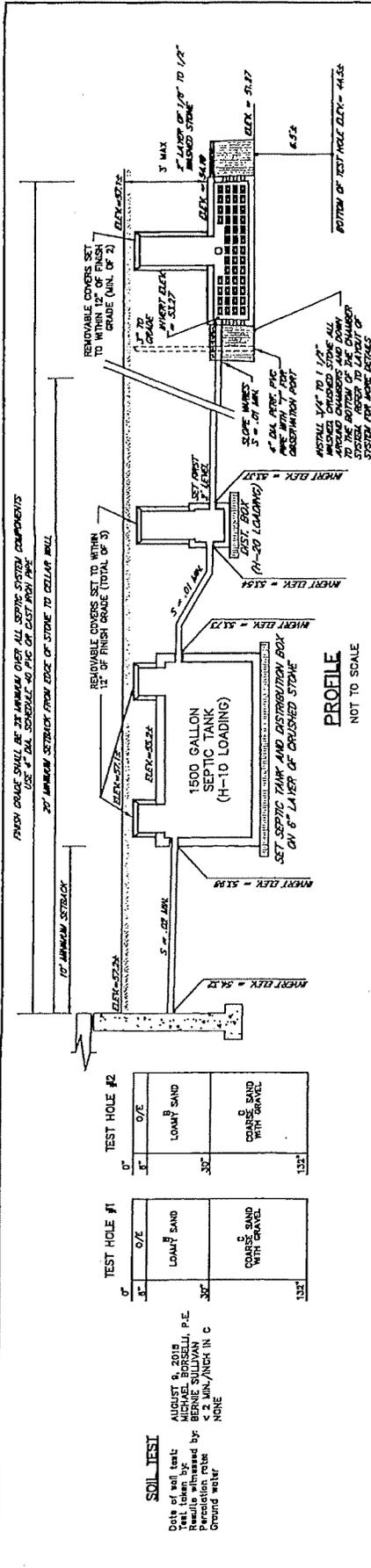
SITE PLAN
LOT 2 LOCUSTFIELD ROAD - UNIT 7
PREPARED FOR
LOCUSTFIELD LLC
FALMOUTH, MA

PLAN DATE: JULY 27, 2018 PLAN SCALE: 1"=10'

CIVIL ENGINEERING	WATERWORK DESIGN	LAND USE PLANNING
WATERWORK DESIGN	LAND USE PLANNING	CONCRETE/ARCHITECTURAL
WATERWORK DESIGN	LAND USE PLANNING	CONCRETE/ARCHITECTURAL
WATERWORK DESIGN	LAND USE PLANNING	CONCRETE/ARCHITECTURAL



17 ACADEMY LANE, SUITE 200 - FALMOUTH, MA - 02540 - 508.435.1225
PROJECT NUMBER: 17092 CAD FILE NAME: 17092SP DRAWN BY: LM/D.M.M. SHEET 1 OF 2



SEPTIC SYSTEM DETAILS
 FOR LOT 2 LOCUSTFIELD ROAD - UNIT 7
 PREPARED FOR
LOCUSTFIELD LLC
 IN
 FALMOUTH, MA

PLAN DATE: JULY 27, 2018 PLAN SCALE: AS SHOWN

CIVIL ENGINEERING
 WASTEWATER DESIGN
 TITLE 3 PLAN PLANS
 LAND USE PLANNING

YELKINS FORESTING
 COSTAL ENGINEERING
 PERS AND DOCKS
 COMMERCIAL/RESIDENTIAL

17 ACADEMY LANE, SUITE 200 - FALMOUTH, MA - 02540 - 508-493-1225
 PROJECT NUMBER: 17092 CAD FILE NAME: 17092.DDT DRAWN BY: L.M./D.J.M.J. SHEET 2 OF 2

500 GALLON LEACHING CHAMBER (H-10 LOADING)
 SCALE: 1" = 2'

1500 GALLON SEPTIC TANK (H-10 LOADING)
 NOT TO SCALE

DB-5 DISTRIBUTION BOX (H-20 LOADING)
 NOT TO SCALE

CONSTRUCTION NOTES:

- INSTALLATION OF THE PROPOSED SEPTIC SYSTEM SHALL BE IN ACCORDANCE WITH TITLE 5 AND THE BOARD OF HEALTH REGULATIONS.
- A COPY OF THE PLANS SHALL BE AVAILABLE ON SITE FOR REFERENCE AT ALL TIMES DURING THE INSTALLATION OF THE SEPTIC SYSTEM.
- NO CHANGES TO THE DESIGN SHALL BE PERMITTED WITHOUT THE APPROVAL OF BOTH FALMOUTH ENGINEERING, INC. AND THE BOARD OF HEALTH.
- THE SEPTIC SYSTEM IS SUBJECT TO INSPECTION BY FALMOUTH ENGINEERING, INC. AND THE BOARD OF HEALTH.
- THE CONTRACTOR SHALL NOTIFY FALMOUTH ENGINEERING, INC. AND THE BOARD OF HEALTH TO VERIFY THE SEPTIC SYSTEM PRIOR TO ANY WORK IN THE SEPTIC SYSTEM. ANY WORK IN THE SEPTIC SYSTEM SHALL BE DONE IN ACCORDANCE WITH THE REGULATIONS OF THE BOARD OF HEALTH.
- THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL UTILITIES AND SHALL NOT OBTAIN PERMISSION TO REMOVE OR DAMAGE ANY UTILITIES OR OTHER STRUCTURES. AS A CONDITION OF THIS CONTRACT, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY FALMOUTH ENGINEERING, INC.

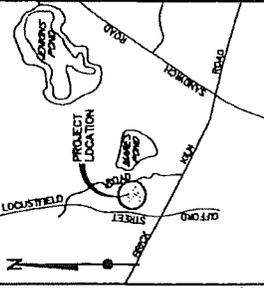
SOIL TEST

TEST HOLE #1	TEST HOLE #2
0' - 0.5'	0' - 0.5'
LOAMY SAND	LOAMY SAND
30" - 36"	30" - 36"
COARSE SAND WITH GRAVEL	COARSE SAND WITH GRAVEL
135"	135"

Date of test: 10/1/18
 Test taken by: MICHAEL BORSELLI, P.E.
 Percolation rate: 2 MIN./INCH IN C
 Ground water: NONE

BASIS FOR DESIGN:
 TOTAL DAILY FLOW IS BASED ON 3 RESIDENTS AND GARAGE DISPOSAL
 TOTAL DAILY FLOW = 110 GPD/RESIDEN X 3 RESIDENTS = 330 GPD
 BOTTOM AND PROPOSED = 34" S.F.
 SEE AREA PROPOSED = 169 S.F.
 TOTAL LEACHING AREA PROPOSED = 519 S.F.
 APPLICATION RATE = 0.24 GPD/SQ.
 DESIGN LEACHING CAPACITY = 377 GPD > 330 GPD

N
P.B. 439, PG. 88



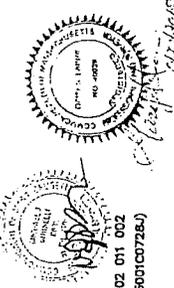
LOCUSTFIELD
NOT TO SCALE

LEGEND

- EXISTING 2' CONTOUR
- EXISTING 10' CONTOUR
- +21.5 EXISTING SPOT ELEVATION
- +27.0 PROPOSED SPOT ELEVATION
- ⊕ EXISTING TEST PIT
- ⊕ EXISTING STONE WALL
- ⊕ EXISTING HYDRANT
- ⊕ CONCRETE BOUND WITH DRILL HOLE FOUND

GENERAL NOTES:

1. ASSESSOR'S INFORMATION: 27 02 011 002
2. FLOOD ZONE: X (FEMA MAP 25001C0726J)
3. ZONING DISTRICT: AGA
4. WIND EXPOSURE CATEGORY: B
5. OVERLAY DISTRICT: GREAT POND COASTAL POND OVERLAY DISTRICT
6. LOT COVERAGE BY:
 - A. STRUCTURES: 1,392 S.F./ 10,400 S.F. = 13.4%
 - B. STRUCTURES/PARKING/PAVING: 1,784 S.F./ 10,400 S.F. = 17.0%
7. TOPOGRAPHIC INFORMATION COMPILED FROM TDNR GIS MAPS
8. ELEVATIONS SHOWN ARE BASED ON NORTH AMERICAN VERTICAL DATUM 1988.



SITE PLAN
PREPARED FOR
LOCUSTFIELD LLC
FALMOUTH, MA

PLAN DATE: JULY 27, 2018 PLAN SCALE: 1"=10'



CIVIL ENGINEERING
WASTEWATER DESIGN
TITLE & PLOT PLANS
LAND USE PLANNING

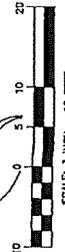
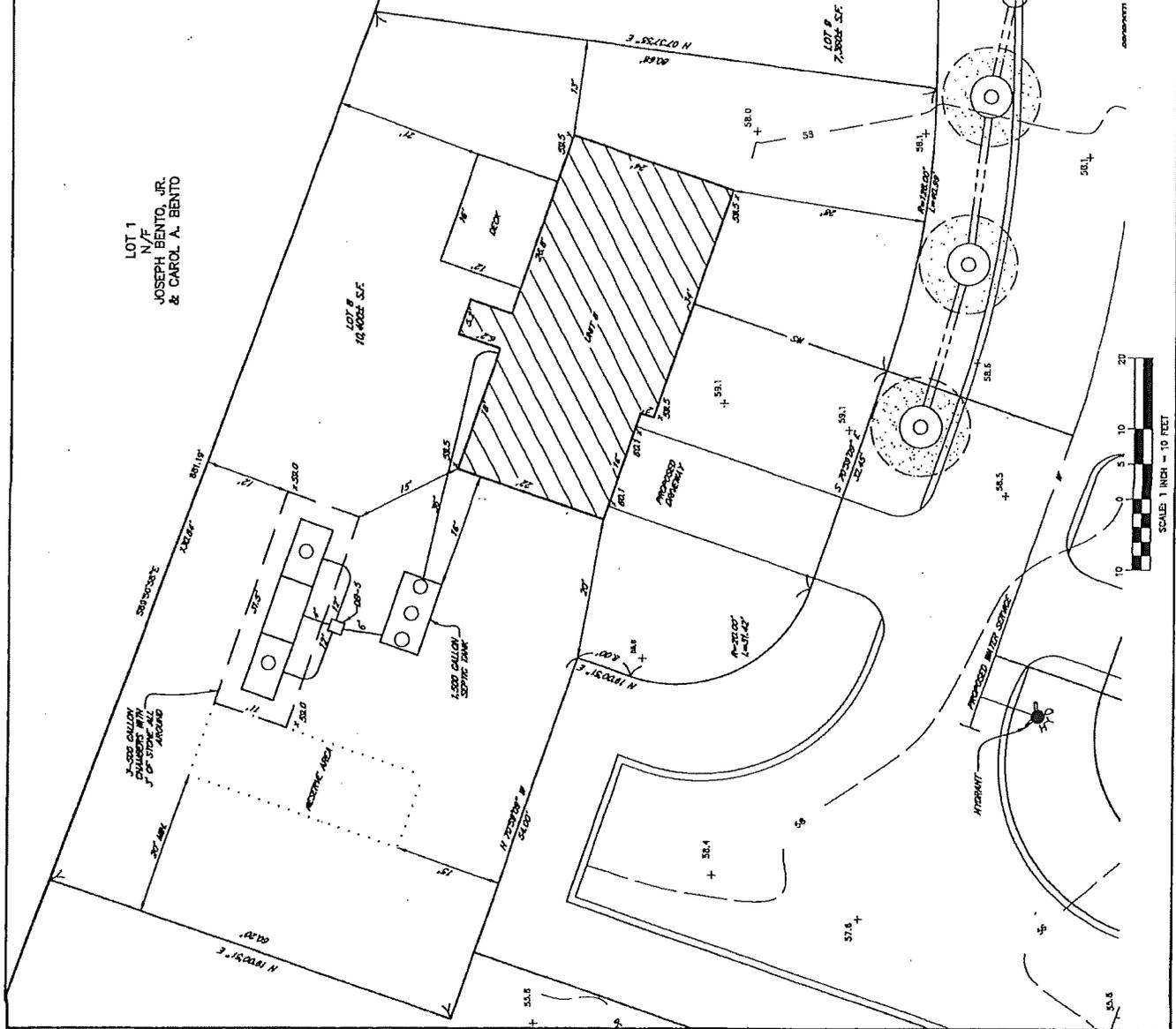
WETLANDS PERMITTING
COASTAL ENGINEERING
PIERS AND DOCKS
COMMERCIAL/RESIDENTIAL

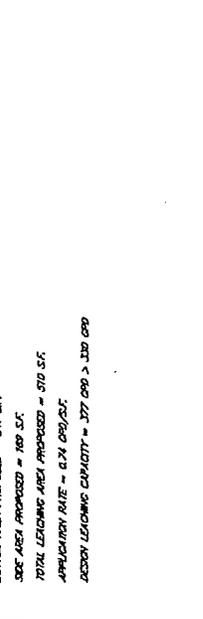
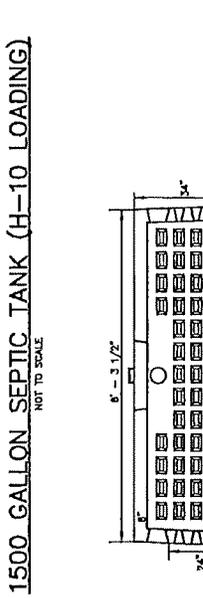
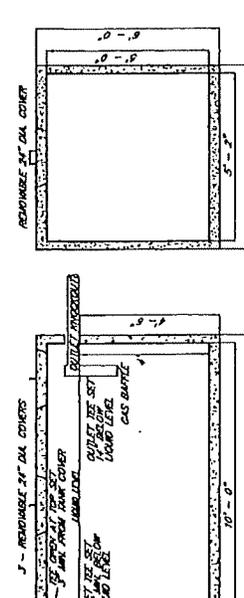
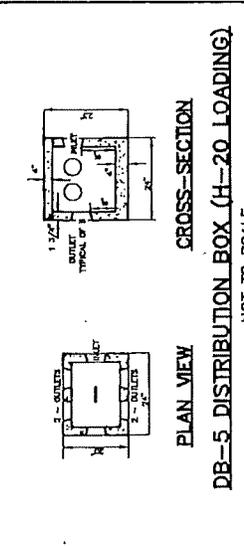
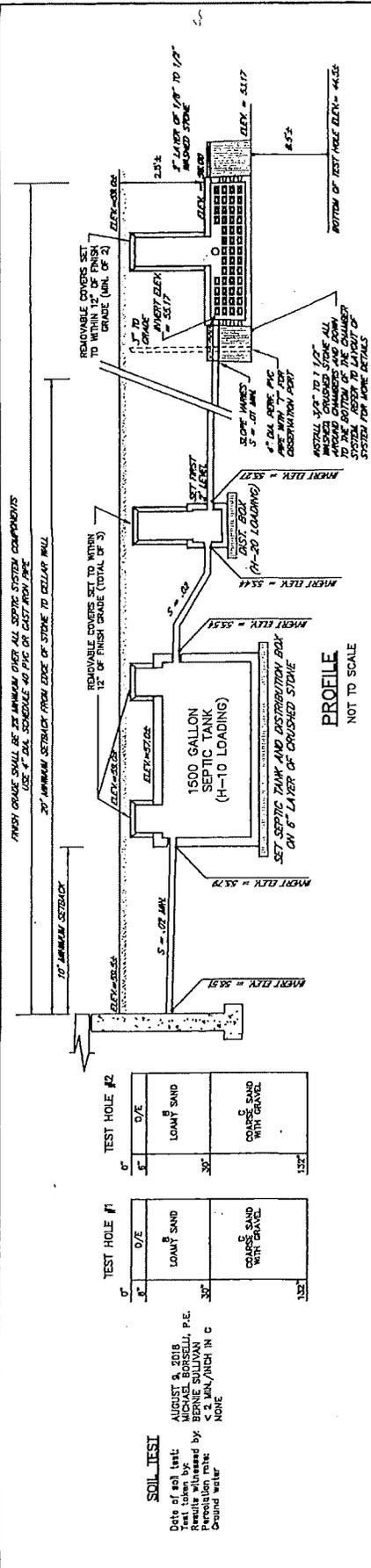
17 ACADEMY LANE, SUITE 200 - FALMOUTH, MA - 02540 - 508.463.1225
PROJECT NUMBER: 17092 CAD FILE NAME: 17092SP DRAWN BY: L.M./D.M.M. SHEET 1 OF 2

LOT 1
N/E
JOSEPH BENTO, JR.
& CAROL A. BENTO

LOT 8
10,400 S.F.

LOT 9
7,800 S.F.





SEPTIC SYSTEM DETAILS
 FOR LOT 2 LOCUSTFIELD ROAD - UNIT B
 PREPARED FOR
LOCUSTFIELD LLC
 IN
 FALMOUTH, MA

PLAN DATE: JULY 27, 2018
 PLAN SCALE: AS SHOWN

CIVIL ENGINEERING
 WASTEWATER DESIGN
 TITLE 9 PLAN PLANS
 LAND USE PLANNING

WELLSBORO FORMETING
 CIVIL ENGINEERING
 PAPER AND BOOKS
 COMMERCIAL/RESIDENTIAL

17 ACADEMY LANE, SUITE 200 - FALMOUTH, MA - 02540 - 508-493-1225
 PROJECT NUMBER: 17092D CAD FILE NAME: 17092D.DWG DRAWN BY: L.W./D.L.M.M. SHEET 2 OF 2

1500 GALLON SEPTIC TANK (H-10 LOADING)
 NOT TO SCALE

500 GALLON LEACHING CHAMBER (H-10 LOADING)
 SCALE: 1" = 2'

DB-5 DISTRIBUTION BOX (H-20 LOADING)
 NOT TO SCALE

CONSTRUCTION NOTES:

1. INSTALLATION OF THE PROPOSED SEPTIC SYSTEM SHALL BE IN ACCORDANCE WITH TITLE 9 AND THE BOARD OF HEALTH REGULATIONS.
2. A COPY OF THE PLANS SHALL BE AVAILABLE ON SITE FOR RESIDENCE AT ALL TIMES DURING THE INSTALLATION OF THE SEPTIC SYSTEM.
3. NO CHANGES TO THE DESIGN SHALL BE PERMITTED WITHOUT THE APPROVAL OF BOTH FALMOUTH ENGINEERING INC AND THE BOARD OF HEALTH.
4. THE SEPTIC SYSTEM IS SUBJECT TO INSPECTION BY FALMOUTH ENGINEERING INC AND THE BOARD OF HEALTH.
5. THE CONTRACTOR SHALL NOTIFY FALMOUTH ENGINEERING INC AND THE BOARD OF HEALTH TO ACCEPT THE SEPTIC SYSTEM PRIOR TO SUCCESSFUL TESTING. SUCCESSFUL TESTING AND ACCEPTANCE MAY BE NEEDED. THE CONTRACTOR SHALL ONLY ACCEPT THE PORTIONS OF THE SEPTIC SYSTEM WHICH HAVE BEEN INSPECTED AND APPROVED BY FALMOUTH ENGINEERING INC AND THE BOARD OF HEALTH.
6. THE CONTRACTOR SHALL MAINTAIN ANY INTERFERENCES AT THE CONSTRUCTION SUCH AS UNDERMINING OF EXISTING UTILITIES. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY FALMOUTH ENGINEERING INC.

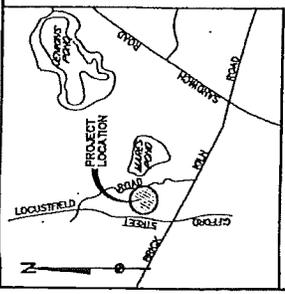
BASIS FOR DESIGN:

TOTAL DAILY FLOW IS BASED ON 3 RESIDENCES AND CHANGE LOG BOOK
 TOTAL DAILY FLOW = 110 GPD/RESIDENCE X 3 RESIDENCES = 330 GPD
 BOTTOM AREA PROPOSED = 441 SF.
 SOIL AREA PROPOSED = 189 SF.
 TOTAL LEACHING AREA PROPOSED = 970 SF.
 APPLICATION RATE = 0.24 GPD/SF.
 DESIGN LEACHING CAPACITY = 377.000 > 330 GPD

SOIL TEST

TEST HOLE #1	TEST HOLE #2
0' - D/E	0' - D/E
5' - LOAM SAND	5' - LOAM SAND
30' - COARSE SAND WITH GRAVEL	30' - COARSE SAND WITH GRAVEL
135'	135'

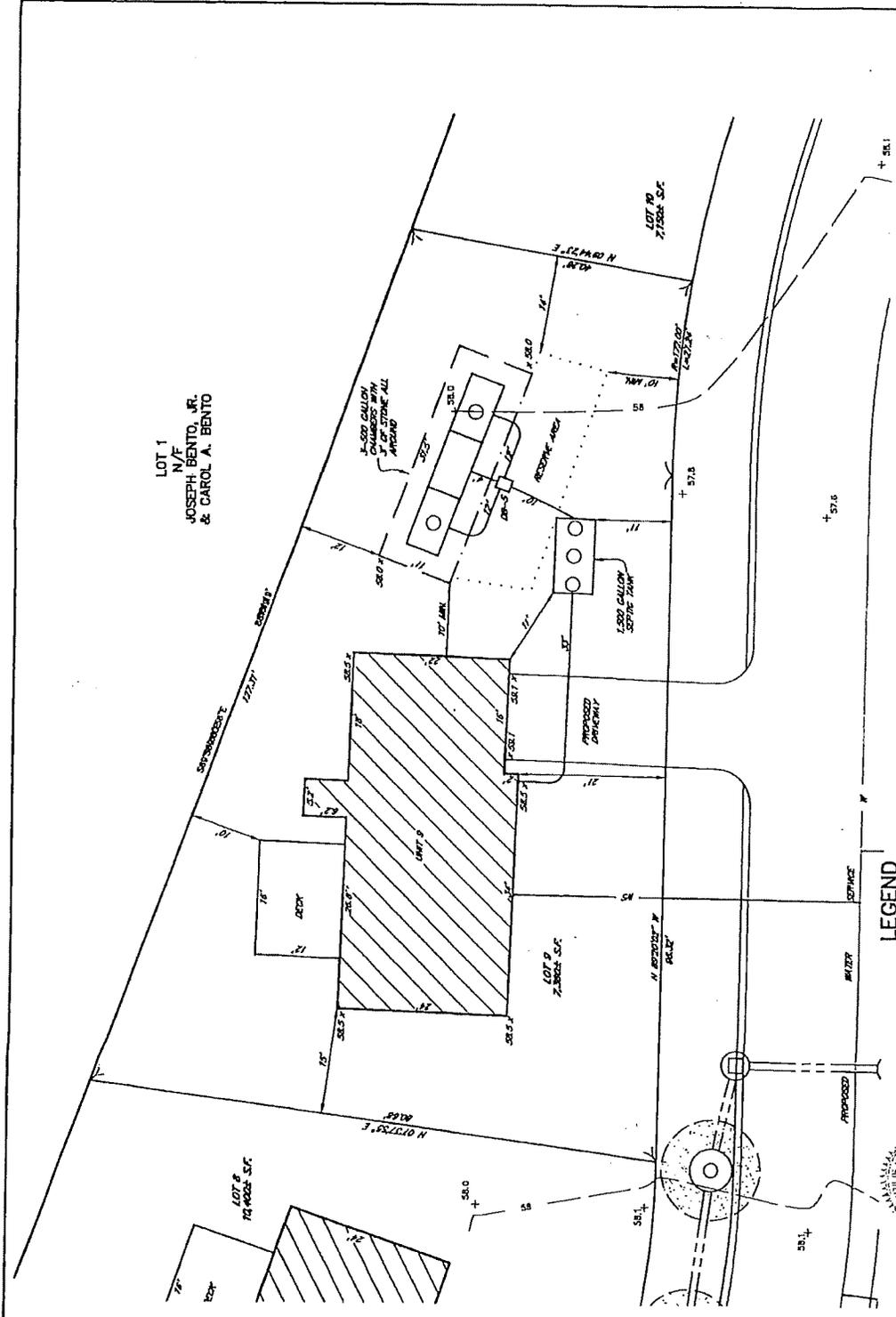
Date of soil test: AUGUST 5, 2018
 Made by: MICHAEL J. SULLIVAN, P.E.
 Results witnessed by: BERNIE SULLIVAN
 Percolation rate: < 2 MIN./INCH IN C
 Ground water: NONE



LOCUSTFIELD
NOT TO SCALE

P.B. 439, PG. 98

LOT 1
N/F
JOSEPH BENTO, JR.
& CAROL A. BENTO



SITE PLAN
LOT 2 LOCUSTFIELD ROAD - UNIT 9
PREPARED FOR
LOCUSTFIELD LLC
FALMOUTH, MA

PLAN DATE: JULY 27, 2018
PLAN SCALE: 1"=10'

DR. ENGINEERING
WASTEWATER DESIGN
TITLE & PLAT PLANS
LAND USE PLANNING

WETLAND PERMITTING
COURT DOCUMENTS
PERMITS AND BONDS
COMMERCIAL/RESIDENTIAL

17 ACADEMY LANE, SUITE 200 - FALMOUTH, MA - 02540 - 508.485.1225
PROJECT NUMBER: 17092 CAD FILE NAME: 17092SP DRAWN BY: L.M./D.M.M. SHEET 1 OF 2

LEGEND

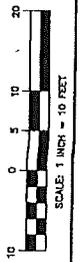
- EXISTING 2' CONTOUR
- EXISTING 10' CONTOUR
- EXISTING SPOT ELEVATION
- PROPOSED SPOT ELEVATION
- EXISTING TEST PIT
- EXISTING STONE WALL
- EXISTING HYDRANT
- CONCRETE BOUND WITH DRILL HOLE

GENERAL NOTES:

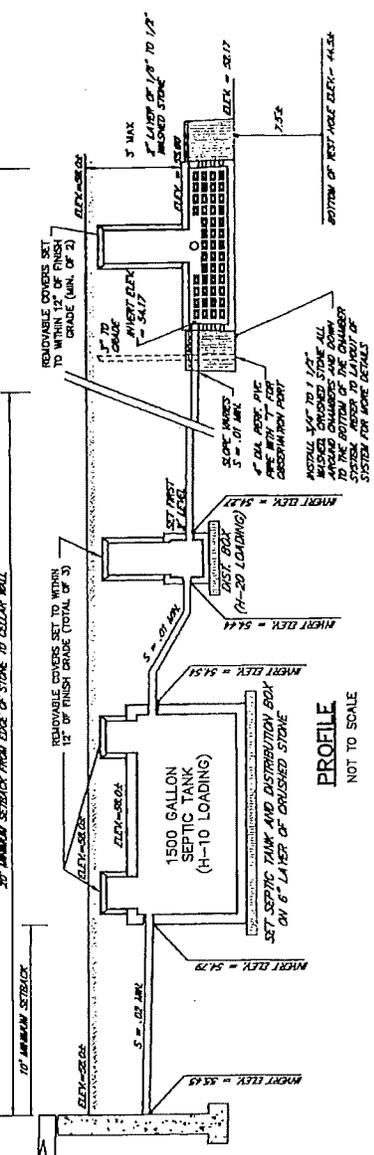
1. ASSESSOR'S INFORMATION: 27 02 011 002
2. FLOOD ZONE: X (FEMA MAP 25001C0728U)
3. ZONING DISTRICT: AGA
4. WIND EXPOSURE CATEGORY: B
5. OVERLAY DISTRICT: GREAT POND COASTAL POND OVERLAY DISTRICT
6. LOT COVERAGE BY:
 - A. STRUCTURES: 1,392 S.F./ 7,350 S.F. = 18.9%
 - B. STRUCTURES/PARKING/PAVING: 1,064 S.F./ 7,350 S.F. = 22.6%
7. TOPOGRAPHIC INFORMATION COMPILED FROM TOWN GIS MAPS
8. ELEVATIONS SHOWN ARE BASED ON NORTH AMERICAN VERTICAL DATUM 1988.

PROFESSIONAL SEAL
STATE OF MASSACHUSETTS
REGISTERED PROFESSIONAL ENGINEER
JULY 1, 1988
REG. NO. 40008
D. J. [Signature]

PROFESSIONAL SEAL
STATE OF MASSACHUSETTS
REGISTERED PROFESSIONAL LAND SURVEYOR
JULY 1, 1988
REG. NO. 40008
D. J. [Signature]



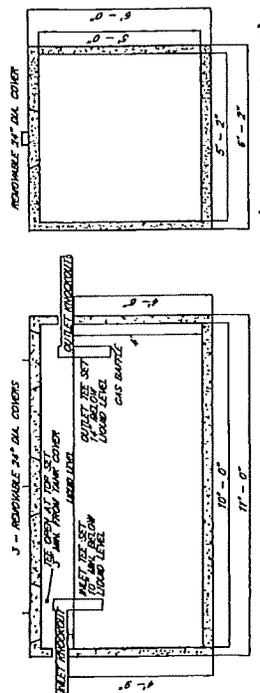
FINISH GRADE SHALL BE 25 MINIMUM OVER ALL SEPTIC SYSTEM COMPONENTS
 USE 4" DIAL SCHEDULE 40 PIP OR CAST IRON PIPE
 20" MINIMUM SETBACK FROM EDGE OF STONE TO CELLAR WALL



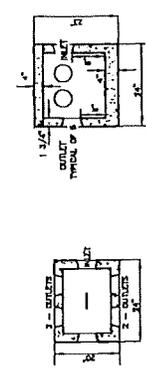
TEST HOLE #1	TEST HOLE #2
0' - 4"	0' - 4"
4" - 8"	4" - 8"
8" - 12"	8" - 12"
12" - 16"	12" - 16"
16" - 20"	16" - 20"
20" - 24"	20" - 24"
24" - 28"	24" - 28"
28" - 32"	28" - 32"
32" - 36"	32" - 36"
36" - 40"	36" - 40"
40" - 44"	40" - 44"
44" - 48"	44" - 48"
48" - 52"	48" - 52"
52" - 56"	52" - 56"
56" - 60"	56" - 60"
60" - 64"	60" - 64"
64" - 68"	64" - 68"
68" - 72"	68" - 72"
72" - 76"	72" - 76"
76" - 80"	76" - 80"
80" - 84"	80" - 84"
84" - 88"	84" - 88"
88" - 92"	88" - 92"
92" - 96"	92" - 96"
96" - 100"	96" - 100"

SOIL TEST
 Date of soil test: AUGUST 9, 2018
 Name of tester: BERNIE SULLIVAN, P.E.
 Results witnessed by: BERNIE SULLIVAN, P.E.
 Percolation rate: < 2 MIN./INCH IN C
 Ground water: NONE

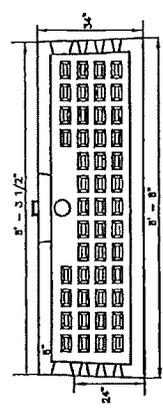
BASIS FOR DESIGN:
 TOTAL DAILY FLOW IS BASED ON 3 BEDROOMS, NO GARAGE DISPOSAL
 TOTAL DAILY FLOW = 170 GPD/RESIDUAL + 3 BEDROOMS = 330 GPD
 BOTTOM AREA PROPOSED = 341 S.F.
 SIDE AREA PROPOSED = 189 S.F.
 TOTAL LEACHING AREA PROPOSED = 510 S.F.
 APPLICATION RATE = 0.34 GPD/SQ.F.T.
 DESIGN LEACHING CAPACITY = 327 GPD + 330 GPD



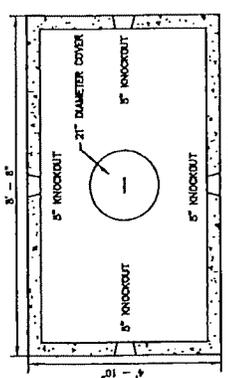
1500 GALLON SEPTIC TANK (H-10 LOADING)
 NOT TO SCALE



DB-5 DISTRIBUTION BOX (H-20 LOADING)
 NOT TO SCALE



CROSS-SECTION



PLAN VIEW

500 GALLON LEACHING CHAMBER (H-10 LOADING)
 SCALE: 1" = 2'

CONSTRUCTION NOTES:

1. MATERIALS OF THE PROPOSED SEPTIC SYSTEM SHALL BE IN ACCORDANCE WITH TITLES 5 AND 6 OF THE BOARD OF HEALTH REGULATIONS.
2. A COPY OF THE PLANS SHALL BE MAINTAINED ON SITE FOR REFERENCE AT ALL TIMES DURING THE INSTALLATION OF THE SEPTIC SYSTEM.
3. NO CHANGES TO THE DESIGN SHALL BE PERMITTED WITHOUT THE APPROVAL OF BOTH FALMOUTH ENGINEERING, INC. AND THE BOARD OF HEALTH.
4. THE SEPTIC SYSTEM IS SUBJECT TO INSPECTION BY FALMOUTH ENGINEERING, INC. AND THE BOARD OF HEALTH.
5. THE CONTRACTOR SHALL NOTIFY FALMOUTH ENGINEERING, INC. AND THE BOARD OF HEALTH IMMEDIATELY UPON RECEIVING ANY CORRECTIONS TO THE SEPTIC SYSTEM. THE CONTRACTOR SHALL OBTAIN THE APPROVAL OF THE BOARD OF HEALTH THAT HAVE BEEN REQUESTED AND APPROVED BY FALMOUTH ENGINEERING, INC. AND THE BOARD OF HEALTH.
6. IF THE CONTRACTOR ENCOUNTERS ANY OBSTACLES AT SITE CONDITIONS, SUCH AS UNEXPECTED SOIL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY CONTACT FALMOUTH ENGINEERING, INC.

SEPTIC SYSTEM DETAILS
 FOR LOT 2 LOCUSTFIELD ROAD - UNIT 9
 PREPARED FOR
LOCUSTFIELD LLC
 IN
FALMOUTH, MA

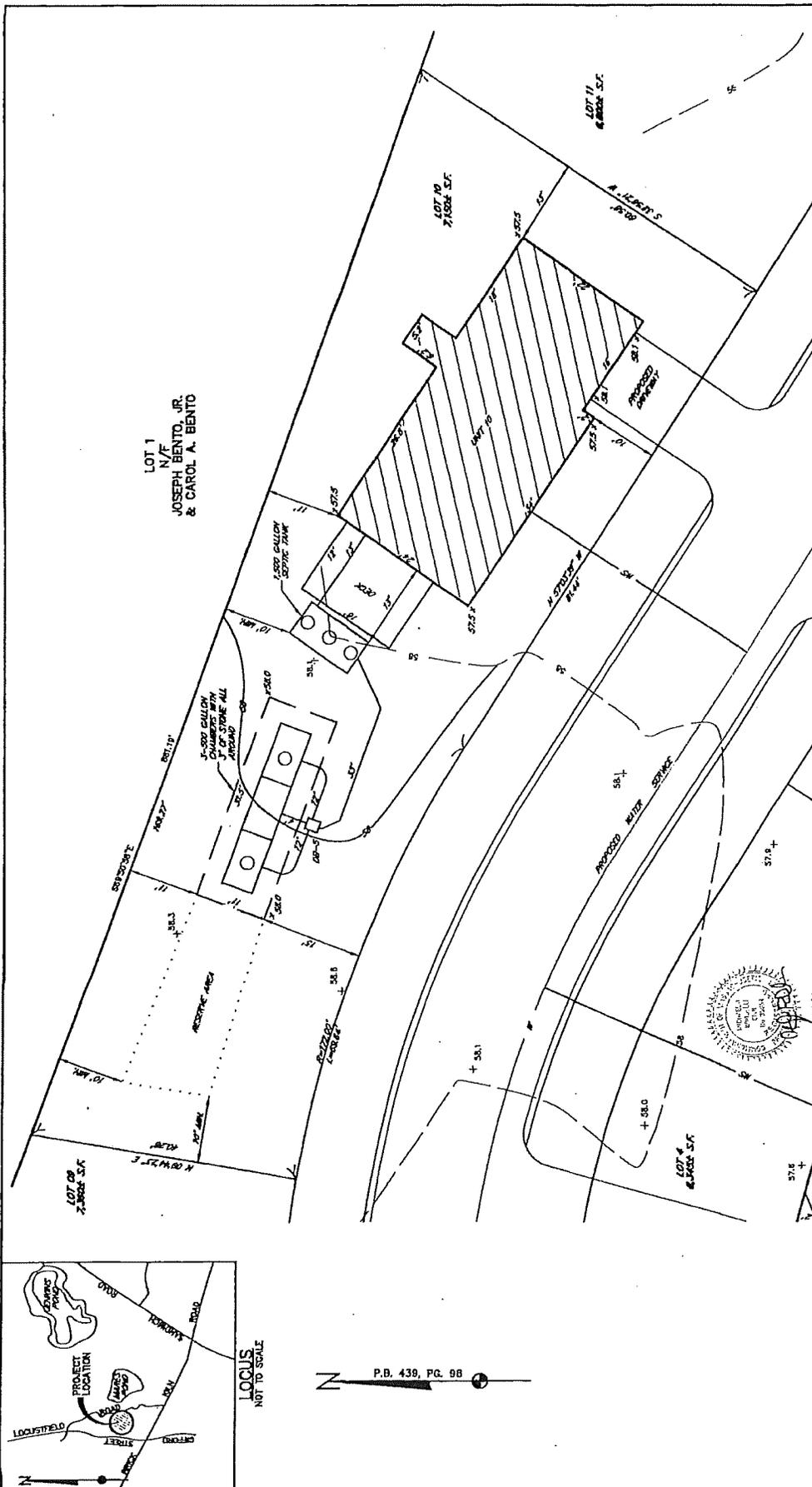
PLAN DATE: JULY 27, 2018
 PLAN SCALE: AS SHOWN

CIVIL ENGINEERING
 WATERWATER DESIGN
 TITLE 5 PLAT PLANS
 LAND USE PLANNING

WETLANDS FORMATING
 CIVIL ENGINEERING
 PERMITS AND DOCS
 COMMERCIAL/RESIDENTIAL

17 ACADEMY LANE, SUITE 200 - FALMOUTH, MA - 02540 - 508.485.1225

PROJECT NUMBER: 17092T CAD FILE NAME: 170920T DRAWN BY: L.M./D.M./M.I. SHEET 2 OF 2



LOT 1
N/F
JOSEPH BENTO, JR.
& CAROL A. BENTO

LOT 11
4,825 S.F.

LOT 10
7,150 S.F.

LOT 9
2,365 S.F.

LOT 4
4,825 S.F.

GENERAL NOTES:

1. ASSESSOR'S INFORMATION: 27 02 011 002
2. FLOOD ZONE: X (FEMA MAP 25001C07254)
3. ZONING DISTRICT: AGA
4. WIND EXPOSURE CATEGORY: B
5. OVERLAY DISTRICT: GREAT POND COASTAL POND OVERLAY DISTRICT
6. LOT COVERAGE BY:
 - A. STRUCTURES: 1,392 S.F. / 7,150 S.F. = 19.5%
 - B. STRUCTURES/PARKING/PAVING: 1,538 S.F. / 7,150 S.F. = 21.5%
7. TOPOGRAPHIC INFORMATION COMPILED FROM TOWN GIS MAPS
8. ELEVATIONS SHOWN ARE BASED ON NORTH AMERICAN VERTICAL DATUM 1988.

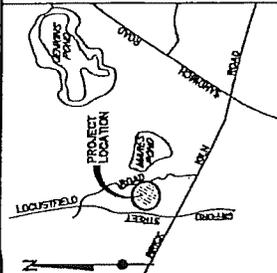
LEGEND

- EXISTING 2' CONTOUR
- - - EXISTING 10' CONTOUR
- +21.5 EXISTING SPOT ELEVATION
- +27.0 PROPOSED SPOT ELEVATION
- ⊕ EXISTING TEST PIT
- EXISTING STONE WALL
- EXISTING HYDRANT
- CONCRETE BOUND WITH DRILL HOLE

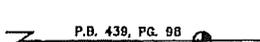


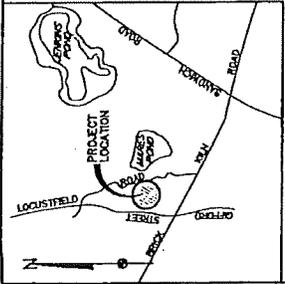
Blair Jacobs

SITE PLAN LOT 2 LOCUSTFIELD ROAD - UNIT 10 PREPARED FOR LOCUSTFIELD LLC IN FALMOUTH MA	
PLAN DATE: JULY 27, 2018 PLAN SCALE: 1"=10'	
CIVIL ENGINEERING WATERWAY DESIGN TITLE 5 PLAN LAND USE PLANNING	METEOROLOGICAL ENGINEERING COASTAL ENGINEERING POND AND DOCKS COMMERCIAL/RESIDENTIAL
17 ACADEMY LANE, SUITE 200 - FALMOUTH, MA - 02540 - 508.455.1225 PROJECT NUMBER: 17092 CAD FILE NAME: 17092SP DRAWN BY: L.M./D.M.M. SHEET 1 OF 2	

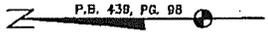


LOCUSTFIELD
NOT TO SCALE

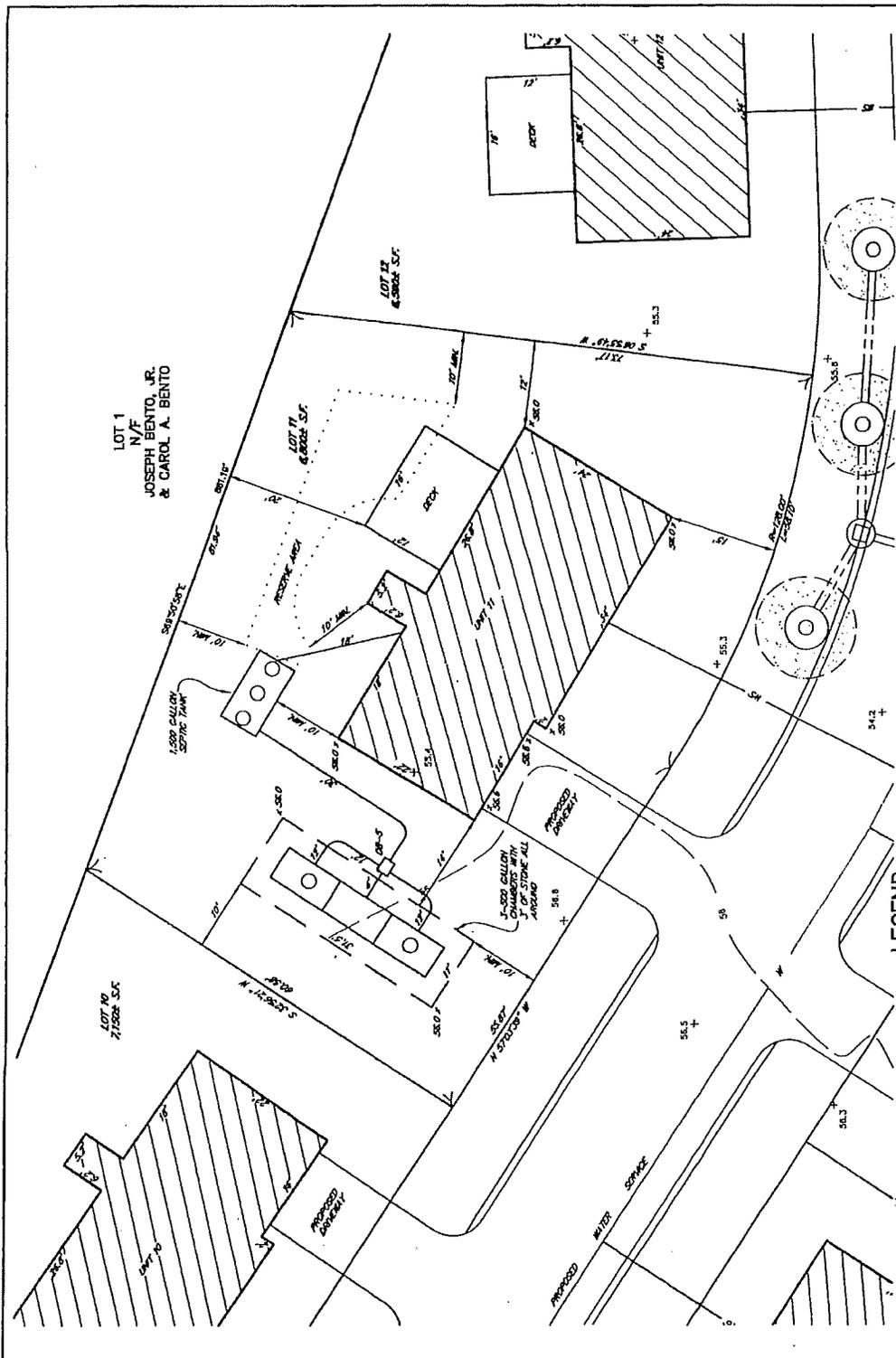




LOCUS
NOT TO SCALE



P.B. 439, PG. 08



GENERAL NOTES:

1. ASSESSOR'S INFORMATION: 27 02 011 002
2. FLOOD ZONE: X (FEMA MAP 25001C0728.)
3. ZONING DISTRICT: AGA
4. WIND EXPOSURE CATEGORY: B
5. OVERLAY DISTRICT: GREAT POND COASTAL POND OVERLAY DISTRICT
6. LOT COVERAGE BY:
 - A. STRUCTURES: 1,392 S.F./ 6,800 S.F. = 20.5%
 - B. STRUCTURES/PARKING/PAVING: 1,624 S.F./ 6,800 S.F. = 23.9%
7. TOPOGRAPHIC INFORMATION COMPILED FROM TOWN GIS MAPS
8. ELEVATIONS SHOWN ARE BASED ON NORTH AMERICAN VERTICAL DATUM 1988.

LEGEND

- EXISTING 2' CONTOUR
- EXISTING 10' CONTOUR
- +21.5 EXISTING SPOT ELEVATION
- +27.0 PROPOSED SPOT ELEVATION
- ⊙ EXISTING TEST PIT
- EXISTING STONE WALL
- EXISTING HYDRANT
- CONCRETE BOUND WITH DRILL HOLE

SCALE: 1 INCH = 10 FEET

PLAN DATE: JULY 27, 2016PLAN SCALE: 1"=10'

CIVIL ENGINEERING
WATERWATER DESIGN
TITLE 9 PLAT PLANS
LAND USE PLANNING

17 ACADEMY LANE, SUITE 200 - FALMOUTH, MA - 02540 - 508-485-1225
PROJECT NUMBER: 17052 | CAD FILE NAME: 17052SP | DRAWN BY: L.M./D.M.M. | SHEET 1 OF 2

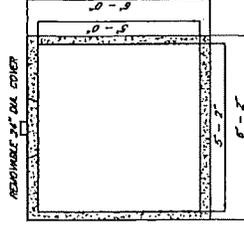
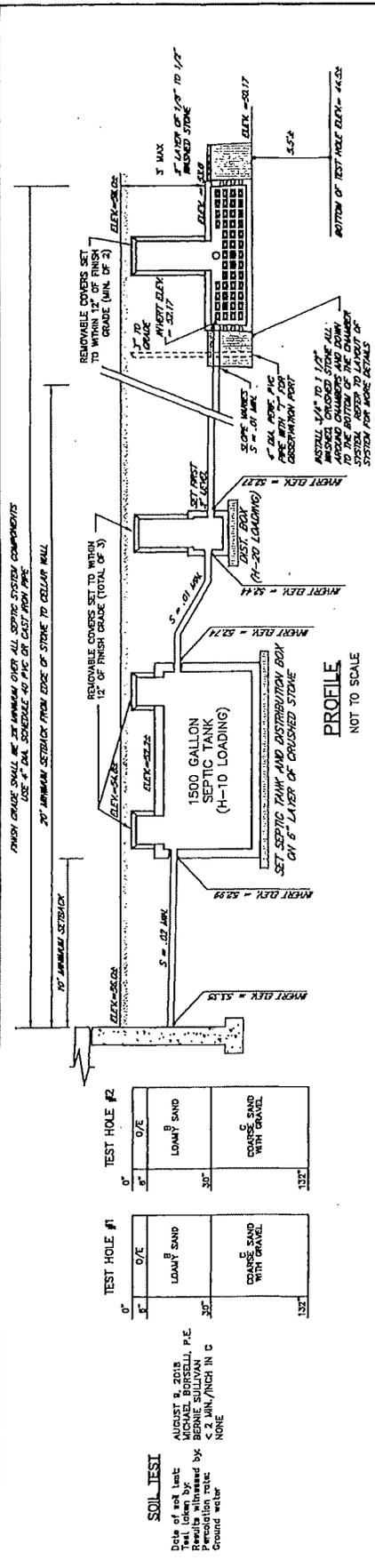
LOT 1
N/F
JOSEPH BENTO, JR.
& CAROL A. BENTO

LOT 11
& 6,822 S.F.

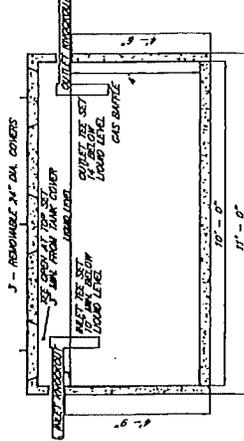
LOT 12
& 6,822 S.F.

LOT 13
& 6,822 S.F.

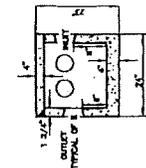
PROPOSED DRIVEWAY



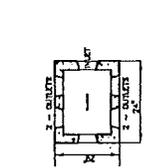
1500 GALLON SEPTIC TANK (H-10 LOADING)
NOT TO SCALE



CROSS-SECTION



DB-5 DISTRIBUTION BOX (H-20 LOADING)
NOT TO SCALE



CROSS-SECTION

TEST HOLE #1	TEST HOLE #2
0' - 8" O/E	0' - 8" O/E
LOAD 8" SAND	LOAD 8" SAND
30"	30"
COURSE SAND WITH GRAVEL	COURSE SAND WITH GRAVEL
132"	132"

SOIL TEST
Date of test: June
Tested by: MICHAEL BOSSILL, P.E.
Results witnessed by: BERNIE SULLIVAN
Percolation rate: < 3 MIN./INCH IN C
Ground water: NONE

BASIS FOR DESIGN:

- TOTAL DAILY FLOW IS BASED ON 3 BEDROOMS AND CHANGE DEDUCTED
- TOTAL DAILY FLOW = 110 GPD/BEDROOM X 3 BEDROOMS = 330 GPD
- DESIGN AREA PROPOSED = 341 S.F.
- DESIGN AREA PROPOSED = 180 S.F.
- TOTAL LEACHING AREA PROPOSED = 510 S.F.
- APPLICATION RATE = 0.24 GPD/SQ.F.
- DESIGN LEACHING CAPACITY = 377 GPD > 330 GPD

CONSTRUCTION NOTES:

- INSTALLATION OF THE PROPOSED SEPTIC SYSTEM SHALL BE IN ACCORDANCE WITH TITLE 5 AND THE BOARD OF HEALTH REGULATIONS.
- A COPY OF THE PLANS SHALL BE AVAILABLE ON SITE FOR REFERENCE AT ALL TIMES DURING THE INSTALLATION OF THE SEPTIC SYSTEM.
- NO CHANGES TO THE DESIGN SHALL BE PERMITTED WITHOUT THE APPROVAL OF BOTH FALMOUTH ENGINEERING, INC. AND THE BOARD OF HEALTH.
- THE SEPTIC SYSTEM IS SUBJECT TO INSPECTION BY FALMOUTH ENGINEERING, INC. AND THE BOARD OF HEALTH.
- THE CONTRACTOR SHALL NOTIFY FALMOUTH ENGINEERING, INC. AND THE BOARD OF HEALTH TO INSPECT THE SEPTIC SYSTEM PRIOR TO BACKFILL. IN SOME INSTANCES MORE THAN ONE INSPECTION MAY BE NEEDED. THE CONTRACTOR SHALL OBTAIN BACKFILL FROM THE PORTIONS OF THE SEPTIC SYSTEM APPROVED AND APPROVED BY FALMOUTH ENGINEERING, INC. AND THE BOARD OF HEALTH.
- IF THE CONTRACTOR ENCOUNTERS ANY OBSTACLES IN SITE PREPARATION, SUCH AS EXISTING UTILITY LINES, FOUNDATION, OR OTHER OBSTACLES THAT MAY REQUIRE RE-EVALUATION OF THE DESIGN, THE CONTRACTOR SHALL IMMEDIATELY CONTACT FALMOUTH ENGINEERING, INC.

SEPTIC SYSTEM DETAILS

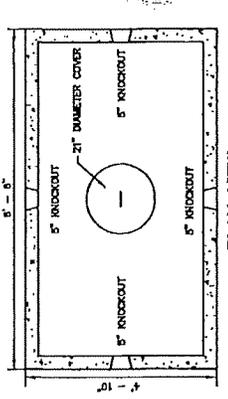
FOR LOT 2 LOCUSTFIELD ROAD - UNIT 11
PREPARED FOR
LOCUSTFIELD LLC
IN
FALMOUTH
MA

PLAN DATE: JULY 27, 2018
PLAN SCALE: AS SHOWN

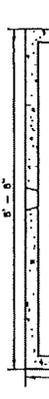
CIVIL ENGINEERING
WASTEWATER DESIGN
TITLE 5 PLAT PLANS
LAND USE PLANNING

WETLAND FORMATION
COUNCIL ENGINEERING
PIPING AND DUCK
COMMERCIAL/RESIDENTIAL

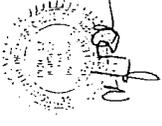
17 ACADEMY LANE, SUITE 200 - FALMOUTH, MA - 02540 - 508-485-1225
PROJECT NUMBER: 17092 CAD FILE NAME: 17092.DWT DRAWN BY: L.M./D.J.M.H. SHEET 2 OF 2

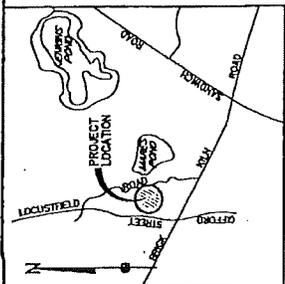


500 GALLON LEACHING CHAMBER (H-10 LOADING)
SCALE: 1" = 2'



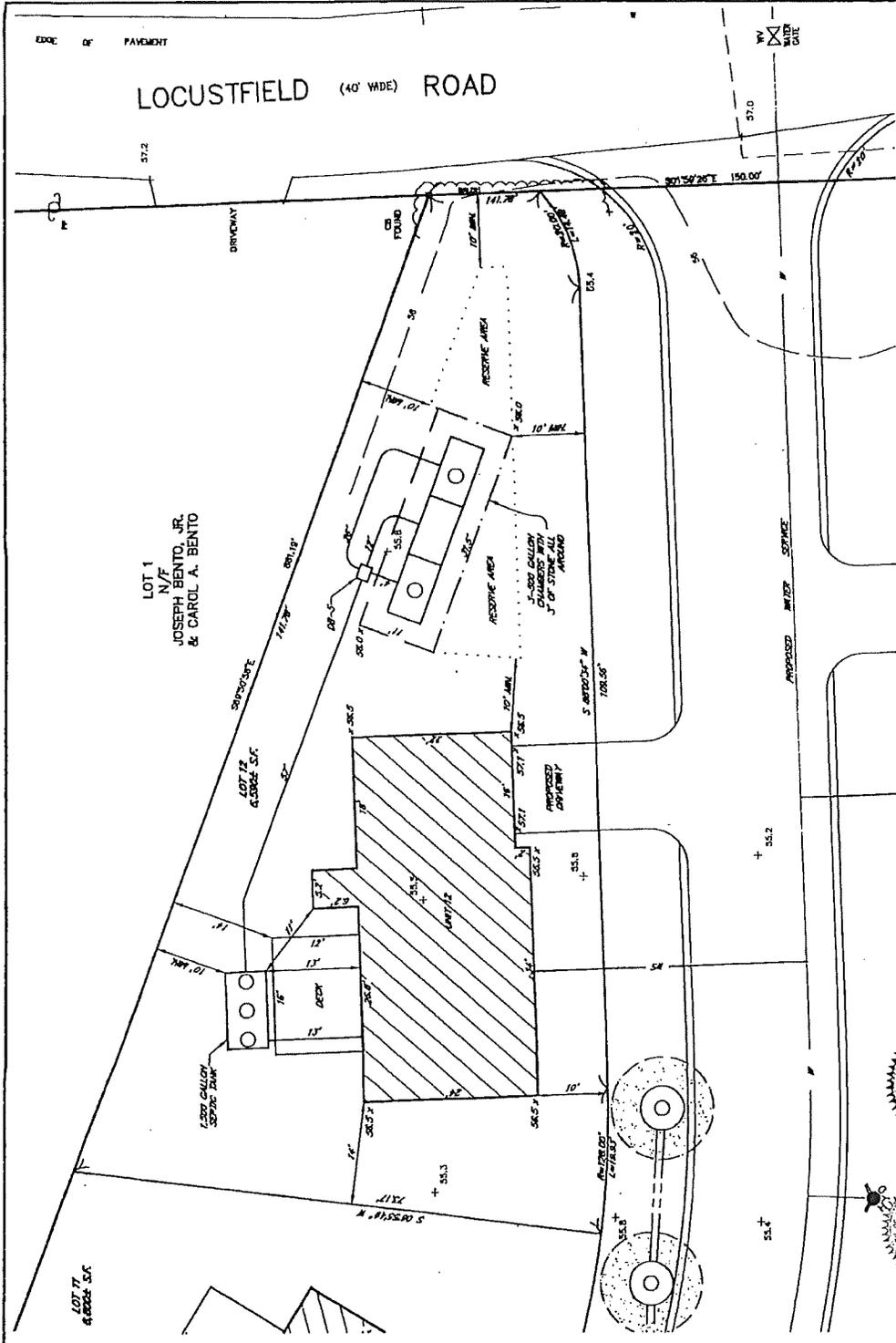
CROSS-SECTION





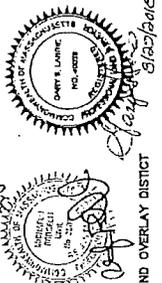
LOCUS
NOT TO SCALE

P.B. 430, PG. 08



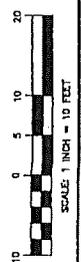
GENERAL NOTES:

1. ASSESSOR'S INFORMATION: 27 02 011 002
2. FLOOD ZONE: X (FEMA MAP 25001C0728)
3. ZONING DISTRICT: AGA
4. WIND EXPOSURE CATEGORY: B
5. OVERLAY DISTRICT: GREAT POND COASTAL POND OVERLAY DISTRICT
6. LOT COVERAGE BY:
 - A. STRUCTURES: 1392 S.F./ 6,590 S.F. = 21.1%
 - B. STRUCTURES/PARKING/PAVING: 1,532 S.F./ 6,590 S.F. = 23.2%
7. TOPOGRAPHIC INFORMATION COMPILED FROM TOWN GIS MAPS
8. ELEVATIONS SHOWN ARE BASED ON NORTH AMERICAN VERTICAL DATUM 1988.



LEGEND

- EXISTING 2' CONTOUR
- EXISTING 10' CONTOUR
- +21.5 EXISTING SPOT ELEVATION
- +27.0 PROPOSED SPOT ELEVATION
- ⊗ EXISTING TEST PIT
- EXISTING STONE WALL
- EXISTING HYDRANT
- CONCRETE BOUND WITH DRILL HOLE



SITE PLAN
LOT 2 LOCUSTFIELD ROAD - UNIT 12
PREPARED FOR
LOCUSTFIELD LLC
IN
FALMOUTH, MA

PLAN DATE: JULY 27, 2018 PLAN SCALE: 1"=10'

- CIVIL ENGINEERING
- WASTEWATER DESIGN
- TITLE & PLAT PLANS
- LAND USE PLANNING



- WETLANDS POSITIONING
- GENERAL ENGINEERING
- PIERS AND DOCKS
- COMMERCIAL/RESIDENTIAL

17 ACADEMY LANE, SUITE 200 - FALMOUTH, MA - 02540 - 508.495.1225

PROJECT NUMBER: 17092 CAD FILE NAME: 17092SP DRAWN BY: L.M./D.L.M. SHEET 1 OF 2

TEST HOLE #1	TEST HOLE #2
0"	0"
4"	4"
LOAM SAND	LOAM SAND
30"	30"
COARSE SAND WITH GRAVEL	COARSE SAND WITH GRAVEL
132"	132"

SOIL TEST
 Date of soil test: AUGUST 9, 2018
 Name of geotechnical engineer: MICHAEL BORSELLI, P.E.
 Name of geotechnical firm: C-2 MAN/INCH IN C
 Permeation rate: NONE
 Ground water: NONE

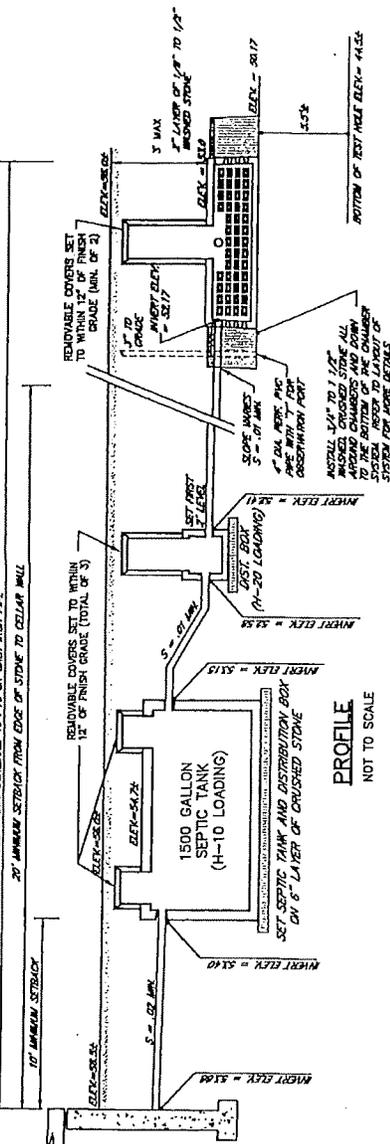
BASIS FOR DESIGN:

TOTAL DAILY FLOW IS BASED ON 3 BEDROOMS AND GARAGE DISPOSAL
 TOTAL DAILY FLOW = 110 GPD/ROOM x 3 BEDROOMS = 330 GPD
 BOTTOM AREA PROPOSED = 361 SF
 SOIL AREA PROPOSED = 149 SF
 TOTAL LEACHING AREA PROPOSED = 579 SF
 APPROXIMATE RATE = 0.24 GPD/SQ
 DESIGN LEACHING CAPACITY = 377 GPD > 330 GPD

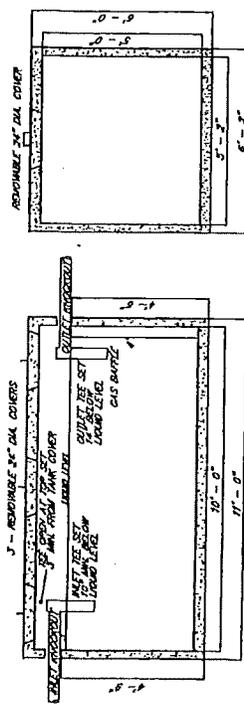
CONSTRUCTION NOTES:

1. INSTALLATION OF THE PROPOSED SEPTIC SYSTEM SHALL BE IN ACCORDANCE WITH TITLE 5 AND THE BOARD OF HEALTH REGULATIONS.
2. A COPY OF THE PLANS SHALL BE AVAILABLE ON SITE FOR REFERENCE AT ALL TIMES DURING THE INSTALLATION OF THE SEPTIC SYSTEM.
3. NO PARTS OF THE DESIGN SHALL BE PERFORMED WITHOUT THE APPROVAL OF BOTH FALMOUTH ENGINEERING, INC. AND THE BOARD OF HEALTH.
4. THE SEPTIC SYSTEM IS SUBJECT TO INSPECTION BY FALMOUTH ENGINEERING, INC. AND THE BOARD OF HEALTH.
5. THE CONTRACTOR SHALL NOTIFY FALMOUTH ENGINEERING, INC. AND THE BOARD OF HEALTH IMMEDIATELY UPON RECEIVING ANY INFORMATION THAT MAY AFFECT THE PROTECTION OF THE SEPTIC SYSTEM. THE CONTRACTOR SHALL ONLY MAKE ANY CHANGES TO THE SYSTEM THAT HAVE BEEN REQUESTED AND APPROVED BY FALMOUTH ENGINEERING, INC. AND THE BOARD OF HEALTH.
6. IF THE CONTRACTOR ENCOUNTERS ANY OBSTACLES AT THE SITE, SUCH AS UNDESIRABLE CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY CONTACT FALMOUTH ENGINEERING, INC.

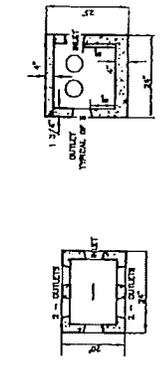
FINISH GRADE SHALL BE 24 MINIMUM OVER ALL SEPTIC SYSTEM COMPONENTS
 USE 4" MIN. SCHEDULE 40 HPC OR CAST IRON PIPE
 24" MINIMUM STORAGE FROM EDGE OF STONE TO CELLAR WALL



PROFILE
NOT TO SCALE



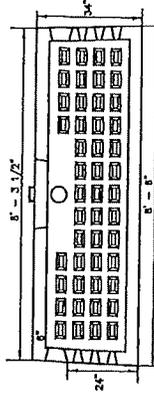
1500 GALLON SEPTIC TANK (H-10 LOADING)
NOT TO SCALE



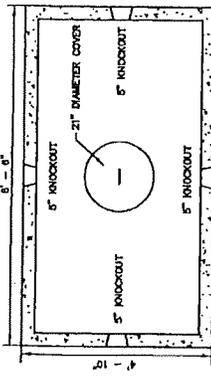
PLAN VIEW

CROSS-SECTION

DB-5 DISTRIBUTION BOX (H-20 LOADING)
NOT TO SCALE



CROSS-SECTION



PLAN VIEW

500 GALLON LEACHING CHAMBER (H-10 LOADING)
SCALE: 1" = 2'

SEPTIC SYSTEM DETAILS
 FOR LOT 2 LOCUSTFIELD ROAD - UNIT 12
 PREPARED FOR
LOCUSTFIELD LLC
 IN
FALMOUTH, MA

PLAN DATE: JULY 27, 2018 PLAN SCALE: AS SHOWN

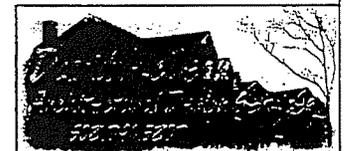
CIVIL ENGINEERING
 WASTEWATER DESIGN
 TITLE & PLAT PLANS
 LAND USE PLANNING

MECHANICAL PERMITTING
 CONSULTING ENGINEERING
 PAPER AND BOOKS
 COMMERCIAL/RESIDENTIAL

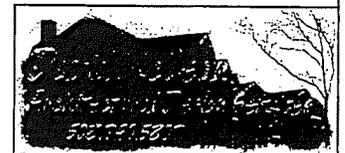
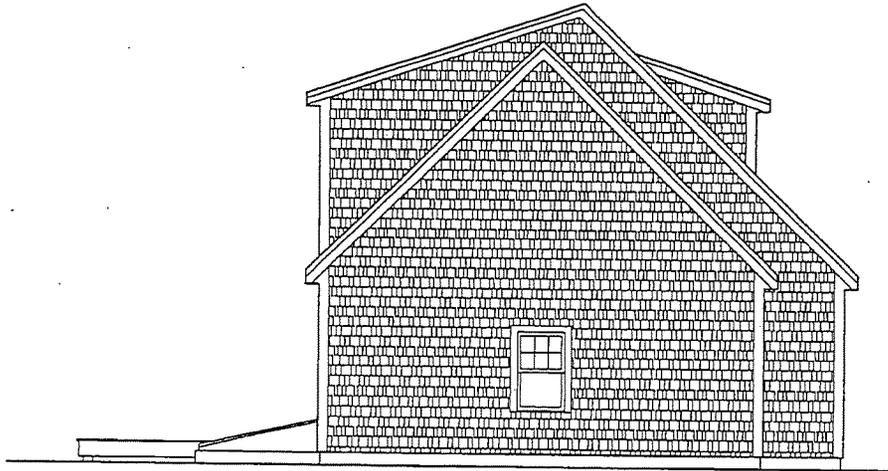
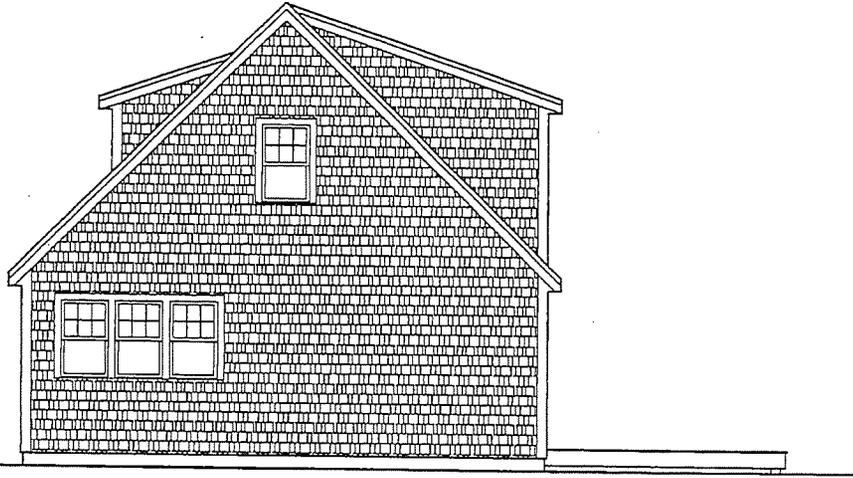
FALMOUTH ENGINEERING

Service One Call and 24-hour Emergency Assistance

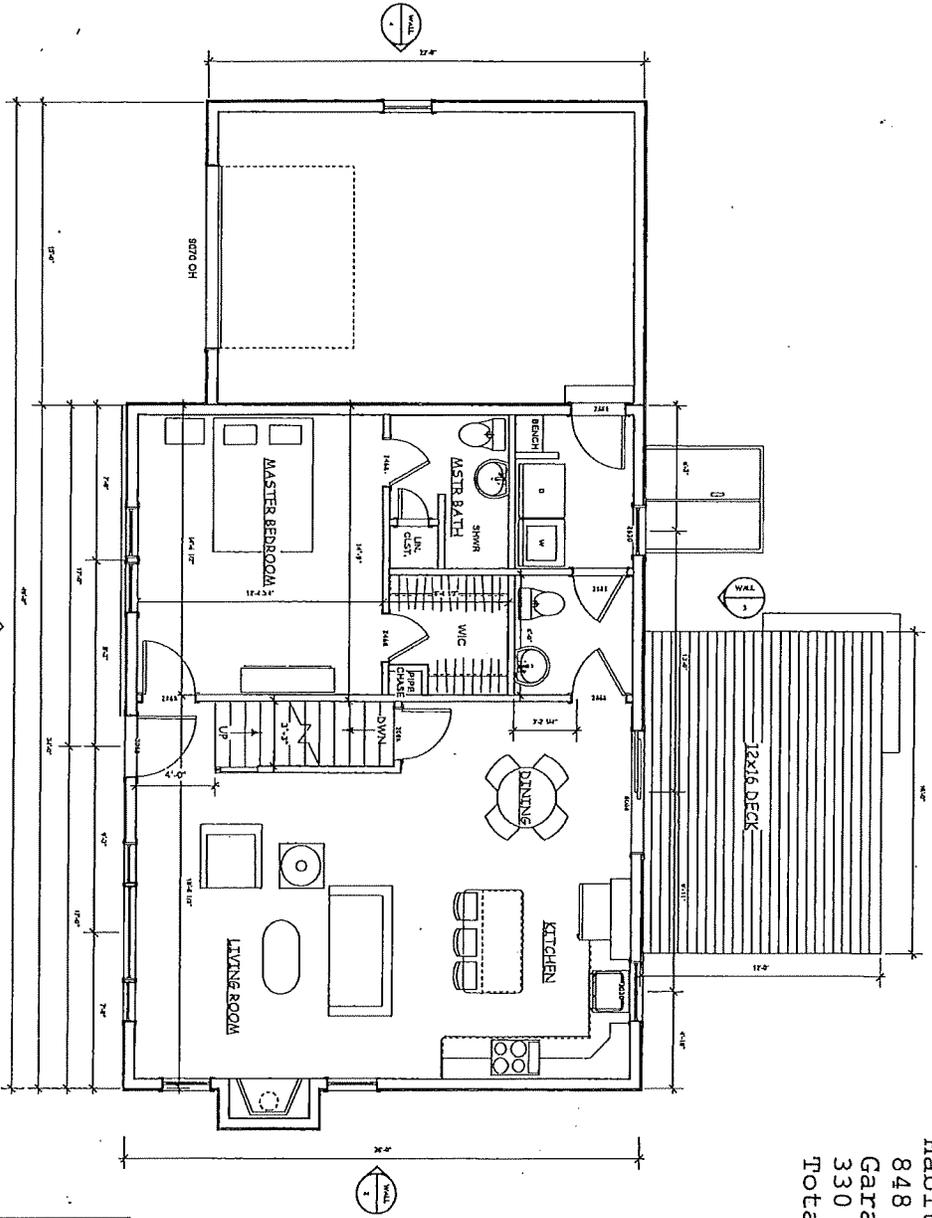
17 ACADEMY LANE, SUITE 200 - FALMOUTH, MA - 02540 - 508-483-1225
 PROJECT NUMBER: 17092 CAD FILE NAME: 17092D.DWG DRAWN BY: L.M./D.M.M. SHEET 2 OF 2



Production Title MACLONE SPEC LOCUSTFIELD FALMOUTH, MA	
Drawing Title ELEVATIONS	
Designer	Director
Drawn By DAM	Scale 1/4" = 1'
Name	Drawing No. 1 of 8
Date 2/4/19	
CAD File Name	



Publication Title MACLONE SPEC LOCUSTFIELD FALMOUTH, MA	
Drawing Title ELEVATIONS	
Designer DAM	Director
Date 2/4/18	Scale 1/4" = 1'
CAD File Name 	Drawing No. 2 of 8



FIRST FLOOR

First Floor
 Habitable Space
 848 SF
 Garage Space
 330 SF
 Total 1598 SF

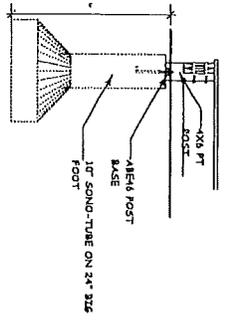


MACLONE SPEC
 LOCUSTFIELD
 FALMOUTH, MA

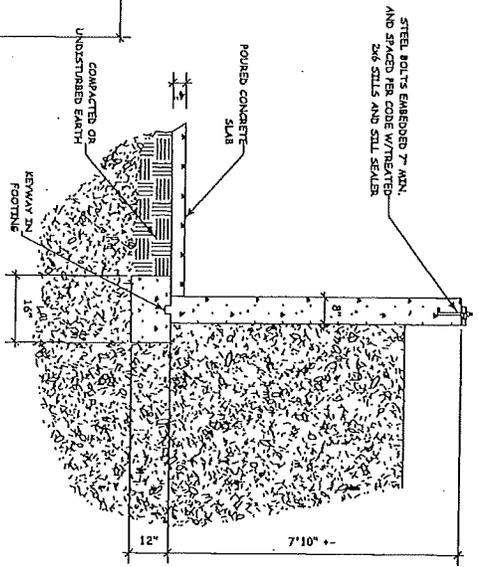
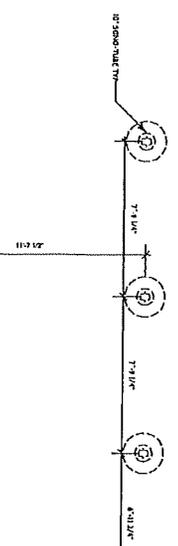
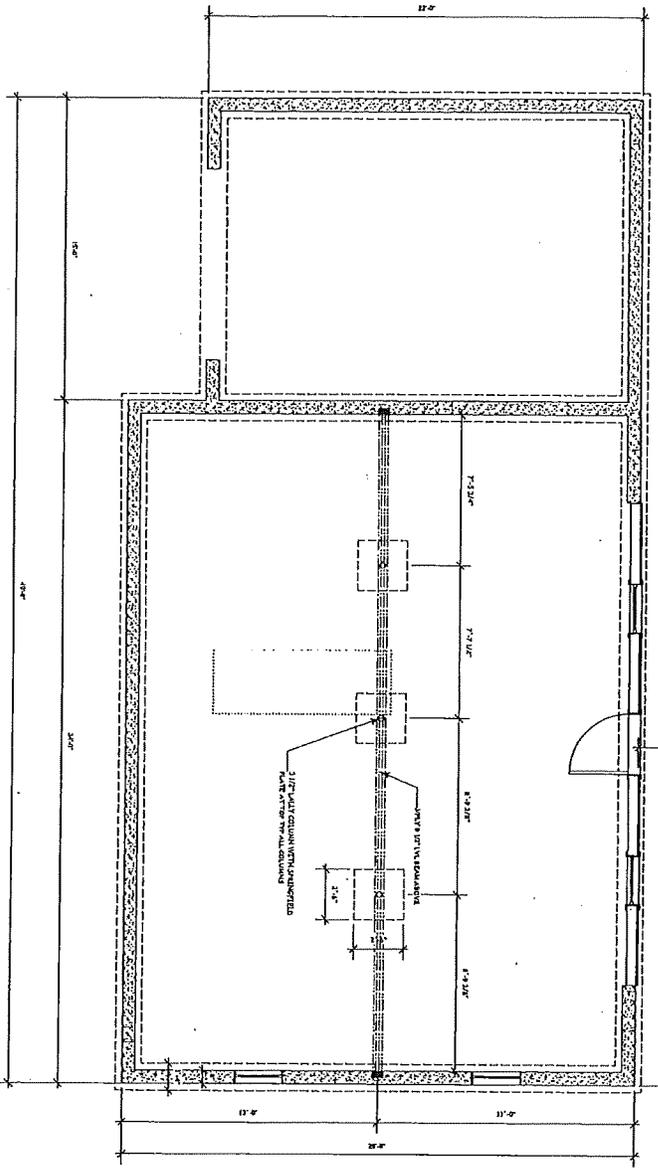
FIRST FLOOR PLAN

Project No.	24/18	Sheet No.	4
Client Name	DAN	Scale	1/4" = 1'
Design No.	24/18	Drawn By	_____
Check No.	_____	Checked By	_____

Basement Space - Unfinished



DECK CONNECTION DETAIL
Scale: 1/4" = 1'-0"



FOUNDATION SECTION
Scale: 1/2" = 1' - 0"

2x4 JOISTING BEAMS

Notes: 1. All joists shall be spaced 16" on center. 2. All joists shall be supported by 2x4 posts. 3. All joists shall be supported by 2x4 posts. 4. All joists shall be supported by 2x4 posts.

Beam No.	Span	Supports	Notes
1	17'-2"	2	
2	17'-2"	2	
3	17'-2"	2	
4	17'-2"	2	
5	17'-2"	2	
6	17'-2"	2	
7	17'-2"	2	
8	17'-2"	2	
9	17'-2"	2	
10	17'-2"	2	
11	17'-2"	2	
12	17'-2"	2	
13	17'-2"	2	
14	17'-2"	2	
15	17'-2"	2	
16	17'-2"	2	
17	17'-2"	2	
18	17'-2"	2	
19	17'-2"	2	
20	17'-2"	2	
21	17'-2"	2	
22	17'-2"	2	
23	17'-2"	2	
24	17'-2"	2	
25	17'-2"	2	
26	17'-2"	2	
27	17'-2"	2	
28	17'-2"	2	
29	17'-2"	2	
30	17'-2"	2	
31	17'-2"	2	
32	17'-2"	2	
33	17'-2"	2	
34	17'-2"	2	
35	17'-2"	2	
36	17'-2"	2	
37	17'-2"	2	
38	17'-2"	2	
39	17'-2"	2	
40	17'-2"	2	
41	17'-2"	2	
42	17'-2"	2	
43	17'-2"	2	
44	17'-2"	2	
45	17'-2"	2	
46	17'-2"	2	
47	17'-2"	2	
48	17'-2"	2	
49	17'-2"	2	
50	17'-2"	2	



MACLONE SPEC
LOCUSTFIELD
FALMOUTH, MA

FOUNDATION

Drawn By	DAK	Scale	1/4" = 1'
Checked By		Sheet No.	3
Drawn Date	2/1/18	of	8

General Information
Locustfield Estates
Three (3) Affordable Housing For Sale Units



Locustfield, LLC and the Town of Falmouth are working to provide this affordable housing opportunity. In this project, three affordable dwellings will be available for sale in Falmouth to persons with incomes at or below 80% of the area median income (currently \$51,400.00 for a family of two). The purchase price for these affordable units will be \$_____. The units are three (3) bedroom units and will include interior garage space and one (1) exterior parking space within the driveway. The maximum household size for this unit will be six (6) persons.

The Town and Locustfield, LLC will be sponsoring an application process and lottery to rank the eligible applicants for purchase of these affordable housing units. The application and lottery process as well as the eligibility requirements are discussed in this plan

Marketing and Outreach Plan

Outreach and marketing for these one affordable housing units will begin on _____ and the application deadline is _____, 2018.

Marketing and outreach will be done for a 60-day period. Application availability and a public information workshop will be announced in the following newspapers: Cape Cod Times, Cape Verdean News, and Falmouth Enterprise. The ads will run at least twice within the 60-day marketing period.

In addition, mailings will be sent to the following agencies: Falmouth Senior Center, AIDS Supports Group of Cape Cod, Brazilian Baptist Church, Brazilian Assembly of God, Cape Cod Lubavitch, Cape Cod Community College, Falmouth Hospital, CI-IAPA, CORD, Dept. of Transitional Assistance, Dept. of Veterans Services, Falmouth Chamber of Commerce, Falmouth Housing Authority, Falmouth Jewish Congregation, Falmouth Police Dept., Falmouth School Dept., Falmouth Public Library, Heritage Christian Life Center, Indian Spiritual and Cultural Training Center, Kingdom Hall Jehovah's Witness, Legal Services of Cape Cod, Mashpee Wompanoag Tribal Council, NAACP Bulletin, St. Patrick's, St. Vincent DePaul Society, and Upper Cape Family Network.

Applications may be obtained by calling or writing to Falmouth Housing Authority, 115 Scranton Ave., Falmouth, MA 02540; (508) 548-1977 and in the following community-based locations: Falmouth Town Hall (Town Manager/Selectmen's Office), Falmouth Public Library, East Falmouth Public Library, and North Falmouth Public Library.

An information session will be held on _____ about eligibility requirements and the lottery process. It will take place at _____ at _____ pm. It is not mandatory, but recommended that interested applicants attend.

The application deadline is _____, 2018. Applicants will be notified in writing that their application has been received and they are eligible for the lottery. Eligible applicants will be assigned a number, which will be placed in the lottery.

Only applicants who meet the eligibility requirements may participate in the lottery. Individuals who have a financial interest in the development and their families are not eligible. The housing provider is obligated to not discriminate in the selection of applicants.

ELIGIBILITY REQUIREMENTS
Locustfield Estates – Affordable Housing Unit

Income and Asset Eligibility:

To be eligible to purchase the affordable housing unit, annual income and assets must be below the maximum levels as described below

Maximum Income

To be eligible, the combined annual income for all income sources of all income-earning members in the household must be at or below eighty percent (80%) of the area median income, as defined by HUD, for the Barnstable Metropolitan Statistical Area. Income in most cases is defined as gross taxable income as reported by the IRS. According to the _____ Income Guidelines released by HUD, 80% of the area median income for Falmouth, MA and therefore the maximum allowable income is the following:

One-person household:
Two-person household:
Three-person Household:

Maximum Assets:

Imputed interest income from all accounts, including liquid assets and restricted accounts, will be calculated by multiplying the total amount of assets over \$5,000 by the current HUD passbook rate of 1% and added to the total gross income. Liquid assets include all cash, cash in savings accounts, checking accounts, certificates of deposits, bonds, stocks, and the value of real estate holdings as outlined above, and other forms of capital investment. Restricted accounts, such as IRAs, 401(k)s, SEPs and pension funds will not be used to calculate total amount of assets, but will be used to calculate gross income, if a household is currently drawing down from the account(s).

Bonus pay, overtime pay or other compensation will be reviewed on a case-by-case basis. While it will be reviewed to determine income-eligibility, consideration will be taken if it was a one-time occurrence, or is not a regular occurrence, especially if it renders the household over the income eligibility guidelines. In this case, it could be determined that the household will remain income-eligible.

LOTTERY PROCESS

Locustfield Estates, East Falmouth, Massachusetts



The lottery will be held on _____, 2018 at 7 p.m. at _____ **Lottery Process**

Households submitting a complete application prior to the application deadline will be pre-screened for income eligibility and appropriate household size and placed in a category for consideration through a lottery process. Eligible applicants will be notified in writing regarding their assigned number to be used in the lottery and any further information.

Applicants do not need to attend the lottery to be eligible to purchase the affordable unit. All applicants will be notified in writing of the outcome of the lottery. The Lottery winner will be notified immediately following the lottery and will receive clear instructions regarding next steps. The Lottery winner will also be informed that the Monitoring Agent will be reviewing their income and asset information for formal eligibility approval.

Only applicants who meet the eligibility requirements may participate in the lottery. Individuals who have a financial interest in the development and their families are not eligible. The housing provider is obligated to not discriminate in the selection of applicants.

Applications may be obtained by calling or writing to _____ and in the following community-based locations: Falmouth Town Hall (Town Manager/Selectmen's office), Falmouth Public Library, East Falmouth Public Library, and North Falmouth Public Library.

General Pool: One (1) Affordable Unit (3 Bedroom Unit)

Local Preference Pool: Two (2) Affordable Units (3 Bedroom Units).

Household Size:

Household size shall be appropriate for the three (3) bedroom affordable units. Household size shall not exceed six (6) for these affordable units.



Martha's Vineyard

S A V I N G S B A N K

July 13, 2018

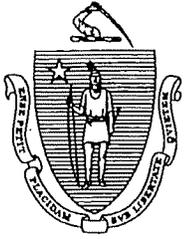
Dan Maclone
Locust Field Road Project
Falmouth, MA

Dear Dan,

Martha's Vineyard Savings Bank appreciates the opportunity to explore financing for a subdivision located at Locust Field Road, Falmouth. Upon approval from the town, summary terms and conditions will be considered for the proposed financing of a construction loan for the purpose of building new residential homes. Please note this is not a commitment to lend and should not be considered as such. A financing commitment would require complete underwriting, formal due diligence by the Bank and its legal counsel and Board approval. We are interested in considering this further upon receipt of town approval.

A handwritten signature in black ink, appearing to read "William Howell". The signature is written in a cursive style and is positioned above a horizontal line.

William Howell
Vice President



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

William Francis Galvin
Secretary of the
Commonwealth

August 23, 2018

TO WHOM IT MAY CONCERN:

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

LOCUSTFIELD, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **July 23, 2018.**

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation or withdrawal; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **DANIEL C. MACLONE**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **DANIEL C. MACLONE**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **DANIEL C. MACLONE**

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



William Francis Galvin

Secretary of the Commonwealth

FALMOUTH ENGINEERING, INC.

Runoff Calculations: Value Home Improvement - August 3, 2018
25-Year 1-Hour Storm Event, RATIONAL METHOD

DRAINAGE AREA #2

Area of impervious surface =	A _i	=	13,000 S.F.
Area of pervious surface =	A _p	=	19,200 S.F.
Runoff Coefficient (Paved area)	C _i	=	1.0
Runoff Coefficient (Non-Paved area)	C _p	=	0.40
Average intensity in Inches/Hour (25-Year Storm)	i	=	2.50 Inches/Hr

Calculate weighted c:

$$C_{wt} = \frac{(C_i \times A_i) + (C_p \times A_p)}{A_i + A_p} = 0.64$$

$$A = 0.74 \text{ Acres}$$

$$Q = C_i A = 1.19 \text{ (Cubic Feet per Second)}$$
$$= \underline{4,273} \text{ (Cubic Feet per Hour)}$$



A circular professional engineer seal is partially visible, with a handwritten signature in cursive over it. The signature appears to be 'M. Belli'.

TOWN OF FALMOUTH
BOARD OF SELECTMEN
Meeting Minutes
MONDAY, OCTOBER 1, 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. Call to Order by Chair Moran at 7 pm.
2. Pledge of Allegiance
3. Proclamation
Eagle Scout – Timothy P. Leonard Jr., Boy Scout Troop 42
Mr. Patterson read the proclamation in the packet as a motion. Second Mr. Jones. Vote: Yes-5. No-0.

Mr. Leonard told the Board of Selectmen about his project, United Methodist redid the grounds, planted rose bushes, painted the fence, and completed maintenance work.

4. Recognition
Ms. English Braga thanked the Senior Center Building Committee, the project is out for bids, this is the timeline they had aimed for, and they are meeting on a regular basis.

5. Announcements
Chair Moran announced the Cape Cod Commission put out draft of the Regional Policy Plan and encouraged all to look at the website, there are public feedback dates.

Mr. Patterson noted a public hearing for Housing Production Plan on October 16 at 6:30 pm at the Falmouth Public Library Hermann Room.

Doug Brown noted Bikeways Committee meeting Wednesday, minimum standards on Route 28 corridor, and he will be attending.

6. Public Comment-none.

SUMMARY OF ACTIONS

1. Administrative Orders
 - a. Vote to Accept Donation from the Falmouth Art Market in the Amount of \$3,200.00 to the Falmouth Cultural Council Donation Account.
Ms. English Braga motion approval. Second Mr. Jones. Vote: Yes-5. No-0.
 - b. Vote to Accept Water Main Agreement/Easement for Water Service to Cypress Street, Falmouth Js noted prepared by Attorney Bob Ament and approved by Attorney Duffy, allows water service and recommend favorable action.

Mr. Jones motion to accept. Second Ms. English Braga. Vote: Yes-5. No-0.
 - c. Approve Recommendation for Adjusting Parking Meter Seasonal Utilization
Mr. Patterson motion approval. Second Ms. English Braga. Vote: Yes-5. No-0.
 - d. Vote to Approve Referral of Proposed Town Meeting Article 19 – Accept Road Takings: Winthrop Drive and Captain Davis Lane to the Planning Board for Recommendation before November 2018 Town Meeting

Mr. Suso said this was placed on the town meeting warrant to process and review, it needs to be referred to Planning Board for recommendation and action and can accommodate schedule and bring it back to the Board of Selectmen for recommendation on town meeting floor.

Jim McLaughlin, Town Engineer, told the Board of Selectmen that Captain Davis Lane was previously proposed to taking years ago, but was removed due to lack of funding. It will cost about \$250,000 to do this work, which would be paid back as a betterment to each of the abutters.

Winthrop Drive has a couple issues, it is not paved and previously on and presented for acceptance on multiple occasions. The 2 major issues are 1. Erosion every year and 2. Gas main that has been exposed on numerous occasions due to the erosion. This will cost about \$250,000 and will be paid back through betterments to each of the abutters.

There are about 40-50 applications for takings, a few may not be feasible and should come off the list at some point. Mr. McLaughlin is working on putting together a ranking system to present to the Board of Selectmen to vote on re: next group with estimated costs.

Mr. Jones noted hope to create a rotating fund to cover takings.

Mr. Brown would like future agenda item to fund these roads.

Ms. English Braga motion approval. Second Mr. Patterson. Vote: Yes-5. No-0.

PUBLIC HEARINGS

7:30 p.m.

1. Application for Shade Tree Hearing – Jamey and Jennifer Pedro, 11 Crescent Avenue – Two 60' Tulip Trees

Chair Moran read the hearing notice.

Tree Warden, Jeremiah Pearson presented and provided information in the Board of Selectmen packet.

Mr. Pearson presented a PowerPoint presentation including photographs. The homeowner is concerned about falling limbs. Reviewed the Tree Hazard evaluation, there were no signs of decay, minor deadwood. Concerns include site history of heavy construction 10 years ago, soil compaction, root loss, minor asymmetry to crown due to heavy pruning, pruning history and root loss. It is known to be weak and in close proximity to the home. The other tree did not show signs of decay, but possible concerns include the concerns of the other tree and it had a lot of deadwood on the crown. He suggests the Town remove, homeowner pays for removal, and additional trees be planted in nearby locations at the homeowner's expense. When redeveloped, the construction is why the trees are failing.

The homeowner said a lot of damage, this past winter a tree fell in back of the house, that tree looked healthy. These 2 trees will do more damage if they fall. This summer there were branches falling. He is in agreement with the recommendations.

Public in favor: none.

Public against: none.

Mr. Jones motion to close the hearing. Second Ms. English Braga. Vote: Yes-5. No-0.

Ms. English Braga motion approval of the Tree Warden's recommendation. Second Mr. Patterson. Vote: Yes-5. No-0.

BUSINESS

1. Discussion with Garth Smelser from NOAA Regarding Future
Mr. Smelser is the NOAA Operations and Management Division Chief. The fisheries commission started in this community. Over 300 employees and contractors work in Barnstable County. Supporting science through sustainable fisheries, habitat and ecosystems, protected species, and aquaculture. There is leased

space in the Palmer Avenue Offices and Tech Park Offices. Woods Hole Laboratory has been a priority for the agency, science will happen through their partnerships and that is what the focus is on. Partners include marine science community, industry partners, and recreational fisherman. They matter because NOAA delivers science as a service to the American public.

Mr. Patterson asked about the fisheries counsel moved beyond the 12 mile limit and herring stock scooped out before they migrate back, what would the fisheries role be in supporting this decision. Mr. Smelser said they are interested and scientists are working with and he will follow up understanding there is not definitive science on either way with that issue; it was a policy issue not in line with their science. He will get back with more information.

Chair Moran noted many employed on the Cape, challenges include infrastructure needs, sea level rise, and asked how the Town can support your endeavors and let you know how important NOAA is to Falmouth. Mr. Smelser said they are looking at a vision to consolidate their folks and keep in place with marine science, this past week Falmouth showed their support, small steps outlining the vision of what the waterfront looks like; they own waterfront but other places are leased. Working with command regarding their federal footprint. He will hold on that question and will try to answer in the future when he has more information.

2. Interview, Vote and Appoint Committee Members:

a. Affordable Housing Committee

Jessica O'Brien is a Falmouth resident, works as real estate agent and deals with a lot of first time homebuyers her age that are workforce members and need affordable housing. She has attended the meetings and would like to get involved. She would like to make it more accessible for people her age and the elderly.

Harry McCormick-not present.

b. Agricultural Commission

Warren Collins has been in the field most of her life, recently moved to Falmouth after selling produce farm in upstate NY and has degrees in botany and chemistry. She is on the Farmers Market Board and part of committee looking for a new community garden site. Worked as a plant pathologist diagnosing plant diseases and volunteered with Pariah Dog Farm. She is also a master gardener on Cape Cod.

Ms. English Braga motion to approve Warren Collins for a term until 6/30/21. Second Mr. Patterson. Vote: Yes-5. No-0.

c. Board of Health

George Heufelder interested in the Board of Selectmen, served many BOH on cape cod, familiar with regulations including Title V. That is what he did for 34 years during his career. Reviewed his septic and wastewater background. Mr. Jones asked about requiring denitrifying systems by the Board of Selectmen, Mr. Heufelder said that the BOH could pass that. There would be a number of opinions, some feel the BOH should take the lead, but some that believe it is wide ranging and it should go to a Town Meeting vote. If the Town has identified environmentally sensitive areas and could be served by alternative systems, then he believes the BOH should do that and also look at homeowners' ability to pay and financial assistance that may be available. If there was any hint of a conflict of interest by him, then he would step down from any decision in that regard. Mr. Heufelder noted he is no longer the county health officer.

Loraine Babiak had experience with Jamaica Plain, she was a laboratory inspector, last 20 years a safety representative for her Laboratory Corp of America. She is a microbiologist and has the laboratory history and corporate background with emphasis on inspections and safety. She was introduced to this in Town was through David Vieira's Citizenship Academy.

Walter Howard is a retired physician assistant, worked in hospital systems, boards, he was at MA General, took job in a fusion unit at Martha's Vineyard and assists with chemotherapy. He loves Falmouth, moved here from CA, and would like to give something back and this is a

good use of his background and talent. His wide variety of experiences around the country will benefit the BOH.

Mr. Patterson motion to approve George Heufelder for term until 6/30/19. Second Mr. Brown. Vote: Yes-5. No-0.

BOH Chair Diana Molloy, stated they will have another board opening in June. They are hoping to be on the Board of Selectmen agenda to talk about other projects in the future.

d. Cultural Council

Linda Dias is an artist and musician, works with individuals with special needs, teaches yoga to seniors, and is interested based on her interest in art and music.

Ms. English Braga motion approve Linda Dias to a term ending 6/30/21. Second Mr. Jones. Vote: Yes-5. No-0.

e. Recreation Committee

Sandra Cuny grew up in Falmouth, Town Meeting Member since 1985, member of the Community Preservation Committee, Treasurer Falmouth Together We Can, Inc. She has been on the Recreation Committee, just completed her second step down year. She enjoys her work on the committee, participated in many subcommittees over the years, and would like to be a part of the projects moving forward, she hopes to continue to be a citizen voice.

Chair Moran disclosed she is the attorney for Together We Can, Inc.

Phil Afonso-not present.

Christopher Lynch of North Falmouth and has benefited from recreation department. He has been a volunteer coach, and his children have taken part in the recreation programs. He participates in some men's sports in Town. It is a great service to the Town. He has read the past minutes and Gayle report. Mr. Lynch has a background in commercial banking, involved in construction, and would like to contribute.

Patricia Morano has degree in sports and leisure studies, currently teaches and has taught kindergarten through college. Coached collegiate sports. She worked in the original recreation department, she has seen the change from the old to the new. She served on the recreation committee for 11 years and recognized Walter Crotty for his service and Betty Garris.

Mr. Jones motion to appoint Sandra Cuny to a term until 6/30/20. Second Mr. Patterson. Vote: Yes-5. No-0.

3. Request for Sign Variance – Freestanding Sign – Falmouth Animal Hospital, 1184 Sandwich Road Kevin Watson, Plymouth Sign Co. said new facility on Sandwich Road and the only other tenant in the building. They are allowed the 1 slat sign, they would like to fill up the whole space on the sign. He provided pictures to the Board of Selectmen.

Dr. Leland Houser, Chief of Staff Falmouth Animal Hospital, explained their current facility has been a veterinarian facility for 20 years and are now moving. The building was built for individual retail spaces and she is using all of it because they do different things in the clinics. The sign was preapproved, they have a logo and found out on the road sign they would just get one spot even though rented 3 spaces. The lease is for 20 years. They have a lot of emergencies coming in, when people come in they need to have the logo so everyone can see animal hospital sign. The sign is backlit with fluorescent lights inside it the same way the DD sign is lit.

Mr. Jones feels the sign proposed is really big.

Mr. Brown motion approval. Second Ms. English Braga. Vote: Yes-5. No-0.

4. Vote Article Recommendations – November 2018 Town Meeting

Ms. English Braga motion indefinite postponement. Second Mr. Jones. Vote: Yes-5. No-0.

Ms. English Braga motion approval of Article 16 as printed. Second Mr. Patterson. Vote: Yes-5. No-0.

Ms. English Braga motion approval of Article 17 as printed. Second Mr. Patterson. Vote: Yes-5. No-0.

Mr. Jones motion approval of Article 18 as printed. Second Ms. English Braga. Vote: Yes-5. No-0.

Mr. Patterson motion approval as recommended and include the Planning Board. Second Mr. Jones. Vote: Yes-5. No-0.

Mr. Brown motion approval of Article 20 as printed. Second Mr. Patterson. Vote: Yes-5. No-0.

Ms. English Braga motion approval as printed. Second Mr. Jones. Vote: yes-5. No-0.

Mr. Patterson questioned the Historical Commission role and power they have to indefinitely postpone any demolition and they all have the control in one body beyond 12 months. Mr. Brown noted they only have 6 months for any group/interested party to take action and save the building but are finding it is not enough. Mr. Patterson noted concern if the Historical Commission did not move, it would automatically extend the delay period.

Mr. Johnson-Staub noted that the provision allows for the Historical Commission to waive the 12 months if it is not going to happen and then they can authorize demolition before the 12 months. There is not an ability to indefinitely postpone demolition.

Mr. Brown motion to recommend Article 22 as printed. Second Mr. Patterson. Vote: Yes-5. No-0.

Mr. Jones motion indefinite postponement of Article 23. Second Mr. Patterson. Vote: Yes-5. No-0. The Board of Selectmen is in favor of the concept, but the wording needs work. Vote: Yes-5. No-0.

Mr. Jones recommended indefinite postponement of Article 25. Second Mr. Patterson. Vote: Yes-5. No-0.

Chair Moran recommended indefinite postponement of Article 26. Second Mr. Patterson. Vote: yes-5. No-0.

There are competing needs in fiscal year 2020 and involves significant funding. This is a role within the DPW Deputy Director's job description.

Mr. Patterson recommended indefinite postponement of Article 27. Second Mr. Patterson. Vote: Yes-5. No-0.

Ms. English Braga motion indefinite postponement. Second Mr. Patterson. Vote: Yes-5. No-0.

Mr. Jones motion indefinite postponement of Article 29. Second Mr. Patterson. Vote: Yes-5. No-0.

5. Minutes of Meetings: none.

6. Individual Selectmen's Reports

Mr. Patterson:

Attended the Finance Committee meeting, reviewed the capital budget from the School Committee.

Ms. English Braga:

The Council on Aging is thinking about what they might call the Senior Center, open to community input.

Chair Moran:

Chaired the Barnstable County Economic Development Council, the Cape Cod Commission reviews the regional policy plan to consider in terms of Cape Cod development and incorporates the local towns'

interests well. Three outreach dates will be coming out and she directed all to the Cape Cod Commission website.

Mr. Jones:

Met with the Charter Review Committee today and gave some suggestions. They are looking at adding specific language, but he feels it would be best to keep it as general as possible.

7. Review of Town Manager's Report

Mr. Suso attended the Finance Committee meeting last week, he will again tomorrow as they prepare for Town Meeting.

Formal dedication of the Water Filtration Facility will be on 10/16/18 at 5 pm with tours to follow. The public is invited to attend.

Mr. Johnson-Staub, on behalf of the Board of Selectmen and Judy Fenwick, is reaching out to committees and asking them to look at their mission statements and charge. Chair Moran asked the Town Manager's Office to prepare a handbook to orient new Board of Selectmen and Chair on how hearings are conducted.

8. Review and/or Discuss Correspondence Received

Ms. English Braga motion to adjourn at 9:03 pm. Second Chair Moran. Vote: Yes-5. No-0.

Respectfully Submitted,

Jennifer Chaves
Recording



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

TO: Julian Suso, Town Manager
FROM: Peter Johnson-Staub, Assistant Town Manager
SUBJECT: Options for posting citizen correspondence online
DATE: October 25, 2018

This memo responds to a request from Su Moran to outline some options for posting on the Town website correspondence received from residents. This came up recently in connection with email related to the Board of Selectmen discussion of relocating Wind II. As you may recall, this office has assembled into one document the resident email related to the February 2018 Live Survey and posted it on the Board of Selectmen webpage. We did this for the August 2018 Listening Session as well. With our present email system, we can manually convert email messages to PDF files and post them on the Selectmen webpage. If there are one or two issues for which we are undertaking this manual process for a period of a couple of months each, the required staff time is limited and can be accommodated. However, if the Board sought to post to the website all email received by the Board of Selectmen we would need an automated process for doing so.

As you know, the Information Technology Department is working on migrating the Town's email system to Microsoft 365 within this fiscal year. IT Director Greg Banwarth indicates that there is an application that can be purchased with Microsoft 365 to facilitate posting email and files to the website. Mr. Banwarth advises that creating an organized site that will be useful to residents, facilitate record retrieval and avoid disclosure of protected personal information will take considerable time and comes with associated licensing costs. He suggests that the cost, including labor, is on the order of \$50,000 - \$100,000 per year.

A social media platform such as Facebook could theoretically be used to allow residents to post comments to a platform that can be seen by anyone who has internet access. There are several challenges to the Town hosting a social media site that allows public posting. For example, it can be used to spread false or inflammatory information. If the Town removes citizen content, that raises freedom of speech concerns. If the Town does nothing to mitigate false, inflammatory, or insulting information that could be counterproductive and there could be liability concerns in some situations. These challenges can be mitigated with carefully crafted policies and substantial staff time to curate the site to enforce the policies – while still retaining all posts pursuant to the public record laws. You and I are in agreement that the cost-benefit and risk-reward of managing a Board of Selectmen social media account which allows for public posting is not in the Town's best interests.

This memo is not intended to be a thorough analysis of all options for posting citizen content on the website. Hopefully, it helps outline some of the issues which can be discussed and researched more thoroughly in the future.

CC: Board of Selectmen, Gregg Banwarth

//Posting Email Online - Memo 10-24-2018.docx

REPORT

TO: Board of Selectmen

FROM: Julian M. Suso

DATE: October 26, 2018

JMSuso

- Selectmen will meet in executive session at 6:30PM on Monday to hear a status update from Town Counsel Frank Duffy on Liberty Green.
- Under Summary of Actions, the Board will consider multiple housekeeping matters. In addition, there are three other items of particular note:
 - a) A request from Disability Commission Chair Kathleen Haynes to allow the proposed "All People's Playground" concept to be applied and sited on a portion of the existing Emerald House property instead of the old senior center site.
 - b) A request for a vote of support in approving the proposed lease of the Andrews Farm property to Geoff Andrews.
 - c) A request for authorization to allow the application (in conjunction with WHOI) to the Massachusetts Seaport Economic Council for further Grant funding to allow the "next step" in the proposed design/reconstruction of the WHOI Iselin Dock and adjacent area.
- Selectmen will continue your fee hearing on the proposed Police Department fingerprint processing fees as well as your fee hearing on the proposed Town department fees.
- You will be receiving a status Report from the Board of Health, a Report/update on Beach Rules and a presentation on Cape Light Compact.
- The Cape Cod Commission will be presenting a draft of their Regional Policy Plan for Selectmen review/comments.
- You will be receiving a presentation on a proposed LIP Program request.
- I was pleased to attend the groundbreaking ceremony for the FCTV facility expansion on Thursday afternoon.
- As you know, on Thursday evening the Public Works Department hosted a second public information meeting on the proposed Main Street reconstruction. It was heavily attended and productive. As suggested, we have schedule another follow-up public information meeting for Tuesday, November 6 from 6-7:30PM in the Lawrence School Auditorium.
- Under separate cover in your Town Hall outboxes, Selectmen are receiving copies of the Warrant Booklet for the upcoming November Town Meeting, hot off the press!