

TOWN OF FALMOUTH

SELECT BOARD

AGENDA

MONDAY, APRIL 26, 2021 – 7:00 P.M.

SELECT BOARD MEETING ROOM

TOWN HALL

59 TOWN HALL SQUARE, FALMOUTH, MA 02540

In accordance with the Governor's Order Suspending Certain Provisions of the Open Meeting Law, G. L. c. 30A, § 20, relating to the 2020 novel Coronavirus outbreak emergency, the April 26, 2021 public meeting of the Falmouth Select Board shall be physically closed to the public to avoid group congregation.

Alternative public access to this meeting shall be provided in the following manner:

1. *The meeting will be televised via Falmouth Community Television.*
2. *Real-time public comment can be addressed to the Select Board utilizing the Zoom virtual meeting software for remote access. This application will allow users to view the meeting and send a comment or question to the Chair via the Chat function. Submitted text comments will be read into the record at the appropriate points in the meeting.*
 - a. *Zoom Login instructions:*
 - i. *Instructions and the meeting link for this specific meeting can be found at the following web address: <http://www.falmouthma.gov/BOS>.*
 - ii. *Please plan on 10-15 minutes of preparation time to log in though it may be less if you have previously used Zoom on the device you will use to access this meeting.*
3. *Additionally public comments may be sent in advance of the meeting to selectboard@falmouthma.gov at least 5 hours prior to the beginning of the meeting. Documents and audio or video files may also be submitted via email. Submitted email comments and documents will be made a part of the meeting record and may be read into the record, summarized or displayed during the meeting at the discretion of the chair.*
4. *Applicants, their representatives and individuals with enforcement matters before the Board may appear remotely and are not required to be physically present. Applicants, their representatives and individuals with enforcement matters before the Board may contact the Town Manager/Select Board's Office to arrange an alternative means of real time participation if unable to use the Zoom virtual meeting software. Documentary exhibits and/or visual presentations should be submitted in advance of the meeting to the Town Manager's Office at townmanager@falmouthma.gov so they may be displayed for remote public access viewing.*

AGENDA

7:00 p.m. OPEN SESSION

1. Call to Order
2. Pledge of Allegiance
3. Recognition
4. Proclamation: Police Week – May 9-15, 2021
5. Announcements: May 1st shellfish areas openings
6. Public Comment

7:15 p.m. SUMMARY OF ACTIONS

1. Licenses
 - a. Approve application for a Change of Manager of a Second-Hand Dealer License – Hand in Hand Thrift Shop, 141 Sandwich Road, East Falmouth
2. Administrative Orders
 - a. Vote to Approve Warrant for Annual Town Election on May 18, 2021
 - b. Vote to layout Winthrop Road and refer to the Planning Board for recommendation
 - c. Approve Memorandum of Understanding with Friends of Falmouth Dogs and Grant of License for 150 Blacksmith Shop Road
 - d. Vote to approve extension of existing parking agreement with the Steamship Authority
 - e. Vote to approve extension of Woods Hole Business Association Church Street Parking Agreement
 - f. Vote to approve proposed Department of Public Works Water Conservation Measures

- g. Consider letter to Barnstable County Regarding Septic Finance
- h. Approve grant of license to Lawrence T. and Valerie N. Sullivan to place, erect and maintain a retaining wall for 345 Grand Avenue
- i. Authorize letter to our U.S. Senators and Representative requesting that federal infrastructure funds to support clean water projects be allocated to Cape Cod
- j. Approve grant of license to USGS to install a monitoring well in the field behind the ball park in Woods Hole for scientific research study of carbon cycling in coastal wetlands
- k. Approve application for MVP grant funding for “Falmouth Coastal Sewer Infrastructure Vulnerability Improvements”

3. Special Events

Requests for Waiver/Reduction of Special Event Permit Fee:

- a. Approve request for a reduction of the special event permit fee for Sunday Worship Services – John Wesley United Methodist Church – Surf Drive Beach
- b. Approve request for a reduction of the special event permit fee for Falmouth Farmers Market – Marina Park
- c. Approve request for a waiver/reduction of the special event permit fee for Boy Scout Troop 38 – Marina Park
- d. Approve request for a waiver/reduction of the special event permit fee for Falmouth Art Market – Marina Park

New – Recommended:

- a. Retroactively approve application for World Tai Chi Day, Tai Chi performance – Cape Cod Guang Ping Tai Ji Quqn Club – Marina Park – Saturday, April 24, 2021, 9:30 a.m. to 11:00 a.m. (30-40 attendees)

7:30 p.m. PUBLIC HEARINGS

- 1. Application for an Alteration of the Licensed Premises of an All Alcoholic Common Victualler License – Chapoquoit Grill, Inc., located at 410 West Falmouth Highway, West Falmouth

7:45 p.m. BUSINESS

- 1. Discussion/update on COVID-19 issues
- 2. Update and discussion on proposed Police Department renovation
- 3. Updated report on building permits
- 4. Update and discussion – Lease of 300 Dillingham Ave. for Veterans Center
- 5. Report – Cape Light Compact – Maggie Downey
- 6. Report – Cable Advisory Committee
- 7. Discussion on Stormwater
- 8. Presentation by EDIC and FalmouthNet on the findings of the EDIC broadband study and next steps
- 9. Announcement/discussion of Sandwich Road Fire Station Building Committee and adoption of mission statement
- 10. Request for Sign Variance – Off-Premise Signs – Falmouth Commodores – Game Day Signs
- 11. Request for Sign Variance – Off-Premise Signs – Falmouth Commodores – Baseball Clinics
- 12. Annual reappointment of Inspectors of Animals
- 13. Approve 2021 Annual/Seasonal License Renewals:
 - Lodging House License
 - Captain Lawrence Inn, 75 Locust Street, Falmouth
 - Woods Hole Inn, 28 Water Street, Woods Hole

Woods Hole Passage, 186 Woods Hole Road, Falmouth

Second-Hand Dealer License

Cape Cod Gold & Silver, 424 Main Street, Falmouth

Cash Point, 350 East Falmouth Highway, East Falmouth

Falmouth Service Center – Hand in Hand Thrift Shop, 141 Sandwich Road, East Falmouth

Harmony Hut Repair, 105 Spring Bars Road, Falmouth

Home Again, 93 East Falmouth Highway, East Falmouth

Bowling Alley/Pool Table License

Grumpy's Pub, 29 Locust Street, Falmouth

Trade Center Bowl, 89 Spring Bars Road, Falmouth

14. Review and Vote to Approve Minutes of Meetings:
 - a. Public Session – February 22, 2021; April 12, 2021
15. Individual Select Board Members' Reports
16. Town Manager's Report

Megan English Braga, Chair
Select Board

OPEN SESSION

#4. Proclamation: Police Week – May 9-15, 2021



PROCLAMATION for POLICE WEEK

WHEREAS The Congress and President of the United States have designated May 15 as Peace Officer Memorial Day, and the week in which it falls Police Week; and

WHEREAS The members of the law enforcement agency of the Town of Falmouth play an essential role in safeguarding the rights and freedoms of the citizens of the Town of Falmouth; and

WHEREAS It is important that all citizens know and understand the problems, duties and responsibilities of their police department, and that members of our police department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence or disorder, and by protecting the innocent against deception and the weak against oppression or intimidation; and

WHEREAS The police department of the Town of Falmouth has grown to be a modern and scientific law enforcement agency which unceasingly provides a vital public service;

THEREFORE We, The Select Board call upon all citizens of the Town of Falmouth and upon all patriotic, civil and educational organizations to observe the week of May 9 – 15, 2021, as Police Week with appropriate ceremonies in which all of our people may join in commemorating police officers, past and present, who by their faithful and loyal devotion to their responsibilities have rendered a dedicated service to their communities and, in doing so, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

FURTHER We call upon all citizens of the Town of Falmouth to observe Wednesday, May 12, 2021 as Peace Officers Memorial Day in honor of those peace officers who, through their courageous deeds, have lost their lives or have become disabled in the performance of duty, especially, our own Officer Samuel F. Pierce who lost his life in the Line of Duty on August 16, 1933. I further, call upon all citizens of the Town of Falmouth to observe a moment of silence on **Wednesday, May 12, 2021** in their honor.

IN WITNESS WHEREOF, We, Megan English Braga, Douglas C. Brown, Douglas H. Jones, Samuel H. Patterson and Nancy R. Taylor hereunto set our hand and caused the Great Seal of the Town of Falmouth to be affixed on this 26th day of April 2021.

Megan English Braga, Chair

Samuel H. Patterson

Douglas C. Brown, Vice Chair

Nancy R. Taylor

Douglas H. Jones

SELECT BOARD

OPEN SESSION

#5. Announcements: May 1st shellfish areas openings

Diane Davidson

From: Christina Lovely
Sent: Friday, April 23, 2021 1:03 PM
To: Diane Davidson
Cc: Charles Martinsen; Gregg Fraser
Subject: RE: BOS meeting date for annual Shellfish Regulations

Hi Diane,

At this time we do not have any documents to include or send because as of right now there have been no final decisions made by the Division of Marine Fisheries regarding changing shellfish areas. Our intent was to notify the Select Board of area changes, hoping that decisions would have already been made at this point. Given that there is no information yet to pass along, it might be best to remove this item from the agenda.

Thanks for checking in on this.

Christina M. Lovely

Fisheries Propagation Technician
Marine & Environmental Services
Town of Falmouth
christina.lovely@falmouthma.gov
774-392-4097

From: Diane Davidson <diane.davidson@falmouthma.gov>
Sent: Friday, April 23, 2021 12:22 PM
To: Christina Lovely <christina.lovely@falmouthma.gov>
Subject: RE: BOS meeting date for annual Shellfish Regulations

Hi Christina,

Will you have any documents you would like included in the Select Board packet today?

Thank you,

Diane

Diane S. Davidson
Office Manager/Licensing
Office of the Town Manager and Select Board
Town of Falmouth
59 Town Hall Square
Falmouth, MA 02540
diane.davidson@falmouthma.gov
(508) 495-7321

SUMMARY OF ACTIONS

#1. LICENSES

- a. Approve application for a Change of Manager of a Second-Hand Dealer's License – Hand in Hand Thrift Shop, 141 Sandwich Road, Falmouth



**FALMOUTH
SERVICE CENTER**
more than a food pantry

Office of the Town Manager and Select Board
Attention: Phyllis Downey
59 Town Hall Square
Falmouth, MA 02540

Dear Phyllis,

We have recently submitted both our 2021 Second Hand Dealer License Renewal and our \$65 fee.

We did want to inform you that we have had a change in Manager. Brenda Swain retired in 2020 and is no longer working at the Falmouth Service Center. We now need to request a change of Manager and would like to ask that the Select Board approve Joy Paruch as our Thrift Shop Manager.

Please do not hesitate to reach out with any questions. I will ask Joy to attend the Zoom meeting on Monday, April 26th between 7:00 and 8:00 pm.

Warm Regards,

A handwritten signature in black ink that reads "Kerin Delaney". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Kerin Delaney
Executive Director

Mail
4-28-20

Number:
003-SHD

Fee
\$25.00

The Commonwealth of Massachusetts
Town of Falmouth

This is to certify that
Falmouth Service Center d/b/a
Hand in Hand Thrift Shop
141 Sandwich Road
E. Falmouth, MA 02536
is hereby granted this
Second-Hand Dealer's License
Brenda Swain, Manager

To be a dealer in or keeper of a shop for the purchase, sale of barter in:

JUNK, OLD METALS AND SECOND HAND ARTICLES
in said Falmouth in accordance with the laws of the Commonwealth of Massachusetts relating
thereto, the ordinances and by-laws of said Falmouth and such rules and regulations provided for
the supervision thereof.

This license shall continue in force unless sooner revoked and is subject to sections two hundred
and two and two hundred and five, inclusive, of the General Laws, Chapter 140, as amended.

Valid from: May 1, 2020

Valid until: April 30, 2021

By order of The Falmouth Board of Selectmen

April 27, 2020

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

This License Must be Posted in a Conspicuous Place upon the Premises

#2. ADMINISTRATIVE ORDERS

- a. Vote to Approve Warrant for Annual Town Election on May 18, 2021



Town of Falmouth
Warrant For
Annual Town Election
MAY 18, 2021

BARNSTABLE, SS.

To either of the Constables of the Town of Falmouth

GREETINGS:

In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of said town who are qualified to vote in the Annual Town Election to vote at:

- Precinct 1: Town Hall
- Precinct 2: John DeMello Senior Center
- Precinct 3: Falmouth High School Gymnasium
- Precinct 4: St Anthony's Lodge
- Precinct 5: St Elizabeth Seton Church Hall
- Precinct 6: Falmouth High School Gymnasium
- Precinct 7: Waquoit Congregational Church Hall
- Precinct 8: Navigator Club
- Precinct 9: Jewish Congregation Community Center

on TUESDAY, the 18th OF MAY 2021, from 7:00a.m. to 8:00p.m. for the following purpose:

To cast their votes in the Town Election for the Candidates and Questions:

ELECT TOWN OFFICERS:

MODERATOR	ELECT ONE	3 YEAR TERM
SELECT BOARD	ELECT ONE	3 YEAR TERM
TRUSTEE OF PUBLIC LIBRARY	ELECT THREE	3 YEAR TERM
SCHOOL COMMITTEE	ELECT THREE	3 YEAR TERM
PLANNING BOARD	ELECT TWO	3 YEAR TERM
FALMOUTH HOUSING AUTHORITY	ELECT ONE	5 YEAR TERM

TOWN MEETING REPRESENTATIVES:

PRECINCT 1	ELECT NINE	3 YEAR TERM
PRECINCT 2	ELECT NINE	3 YEAR TERM
PRECINCT 2	ELECT ONE	1 YEAR TERM
PRECINCT 3	ELECT NINE	3 YEAR TERM
PRECINCT 3	ELECT TWO	1 YEAR TERM
PRECINCT 4	ELECT NINE	3 YEAR TERM
PRECINCT 4	ELECT ONE	2 YEAR TERM
PRECINCT 5	ELECT NINE	3 YEAR TERM
PRECINCT 5	ELECT ONE	1 YEAR TERM
PRECINCT 6	ELECT NINE	3 YEAR TERM
PRECINCT 6	ELECT ONE	1 YEAR TERM
PRECINCT 7	ELECT NINE	3 YEAR TERM
PRECINCT 8	ELECT NINE	3 YEAR TERM
PRECINCT 9	ELECT NINE	3 YEAR TERM
PRECINCT 9	ELECT FOUR	2 YEAR TERM

QUESTION 1: Shall The Town of Falmouth be allowed to exempt from the provisions of proposition two and one-half, so called, the amounts required to pay for the bond issued in order to replace the roof for the Teaticket Elementary School.?

Question 2: SHALL THE TOWN OF FALMOUTH APPROVE CHARTER AMENDMENTS PROPOSED BY THE TOWN MEETING HELD ON JANUARY 25, 2021 RELATIVE TO GENERAL PROVISIONS

SUMMARIZED BELOW? Sections C3-3A and -3B, Policy Leadership, is amended to provide for the Select Board to evaluate the Strategic Plan for consistency with the Local Comprehensive Plan, issue procedures for evaluating the actions of town agencies for consistency with the Strategic Plan and Local Comprehensive Plan, and participate with the Planning Board in formulating goals and policies for the Local Comprehensive Plan?

Question 3: SHALL THE TOWN OF FALMOUTH APPROVE CHARTER AMENDMENTS PROPOSED BY THE TOWN MEETING HELD ON JANUARY 25, 2021 RELATIVE TO GENERAL PROVISIONS SUMMARIZED BELOW? Section C4-6C, Planning Board, is amended to provide that the Planning Board shall seek participation by the Select Board in developing and fulfilling elements of the Local Comprehensive Plan?

Question 4: SHALL THE TOWN OF FALMOUTH APPROVE CHARTER AMENDMENTS PROPOSED BY THE TOWN MEETING HELD ON JANUARY 25, 2021 RELATIVE TO GENERAL PROVISIONS SUMMARIZED BELOW? Section C5-3A, Powers and Duties of the Town Manager, is amended to provide that the Town Manager shall assure that town agency actions are evaluated for consistency with the Local Comprehensive Plan, Strategic Plan, and Capital Improvement Plan?

Question 5: SHALL THE TOWN OF FALMOUTH APPROVE CHARTER AMENDMENTS PROPOSED BY THE TOWN MEETING HELD ON JANUARY 25, 2021 RELATIVE TO GENERAL PROVISIONS SUMMARIZED BELOW? Section C7-2G, governing vacancies caused by absences of members of appointed town governmental bodies, is amended to provide that the existence of a vacancy shall be determined by the chairperson of the governmental body and confirmed by a majority vote of the governmental body, and that the process to fill the vacancy shall begin within thirty (30) days of that vote or otherwise in accordance with the General Laws. This amendment clarifies the procedure to determine if a vacancy exists and timeline to fill it, but does not change the number of absences required to cause a vacancy?

Question 6: SHALL THE TOWN OF FALMOUTH APPROVE CHARTER AMENDMENTS PROPOSED BY THE TOWN MEETING HELD ON JANUARY 25, 2021 RELATIVE TO GENERAL PROVISIONS SUMMARIZED BELOW? Article VII, Appointed Town Governmental Bodies, is amended to delete sections C7-10, C7-11, C7-12, and C7-13, and to provide in section C7-16 that the Community Preservation Committee shall consist of nine (9) voting members, of which four (4) will be appointed by the Select Board, and one (1) each will be appointed by the Conservation Commission, Historical Commission, Housing Authority, Planning Board and Recreation Committee. This amendment removes Charter references to the Recreation, Waterways, Beach, and Human Services Committees, but does not discontinue the existence of these committees or alter their authority?

Given under our hands this day of April 2021.

MEGAN ENGLISH BRAGA, CHAIRMAN _____.

DOUGLAS JONES _____

SAMUEL H. PATTERSON _____

SUSAN L. MORAN _____

DOUGLAS C. BROWN _____

FALMOUTH SELECT BOARD

Barnstable, SS.
Falmouth, MA

By the virtue of this warrant, I have this day notified and summoned the inhabitants of the Town Of Falmouth qualified to vote, as said Warrant directs by posting an attested copy thereof in Town Hall and Every Precinct in the town.

Constable, Town of Falmouth

Date

b. Vote to layout Winthrop Road and refer to the Planning Board for recommendation

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS

TOWN OF FALMOUTH
SELECT BOARD

**ORDER OF TAKING
FOR THE LAYOUT OF
Winthrop Drive (East Side)**

We, Megan English Braga, Douglas C. Brown, Douglas H. Jones, Samuel H. Patterson, and Nancy R. Taylor, as duly elected and qualified members of the SELECT BOARD of the Town of Falmouth, acting for and on behalf of said town, under the provisions of Chapters 79 and 82 of the Massachusetts Laws and in accordance with the provisions of Article X of the Town Meeting held in said Falmouth on June X, 2021 (a copy of which is annexed hereto as **Exhibit A**), and by virtue of every other power, having complied with all preliminary requirements prescribed by law, **DO HEREBY ADOPT AND DECREE THIS ORDER OF TAKING** and do hereby take by eminent domain for public purposes, an easement for the layout of **Winthrop Drive (East Side)**, as a town way in the land described herein.

I. DESCRIPTION. The descriptions are set forth in **Exhibit B** attached hereto. See also plans recorded herewith.

II. INTEREST TAKEN. An easement for all purposes for which roads and ways are commonly used in the Town of Falmouth, including all drainage, slope and turning easements as shown on said plans. This taking shall not disturb any existing easements of record to public utility companies nor claim any interest in the personal property of said utility companies.

III. NAMES OF OWNERS. A list is attached hereto as **Exhibit C**.

IV. PURPOSE. For the laying out of **Winthrop Drive (East Side)** as a Town way.

V. DAMAGES AWARDED. None.

VI. TREES AND STRUCTURES. Trees and structures, including any streetlights, are not included in the taking and may remain undisturbed. Periodic pruning of trees will be permitted to prevent encroachment into the layout or other hazards.

VII. BETTERMENTS ASSESSED. This taking was made under the Betterment Act and the abutting property owners have been assessed by the Select Board 100% of the cost of the improvements to be made or **\$15,565** per lot eligible for betterment as listed in **Exhibit D** attached hereto.

Any party claiming to have been damaged by said taking may file a complaint for assessment of damages in the Superior Court within three (3) years from the date of the right to damages becomes vested.

IN WITNESS WHEREOF, the said Town of Falmouth has caused its corporate seal to be affixed hereto and these present to be executed by its Select Board, duly authorized this ___ day of June 2021.

**TOWN OF FALMOUTH
By its SELECT BOARD**

Megan English Braga, Chair

Douglas C. Brown, Vice Chair

Douglas H. Jones

Samuel H. Patterson

Nancy R. Taylor

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

, 2021

Then appeared Megan English Braga, Chair of the Falmouth Select Board and acknowledged that the foregoing instrument is her free act and deed.

Notary Public

My Commission Expires: _____

Exhibit A

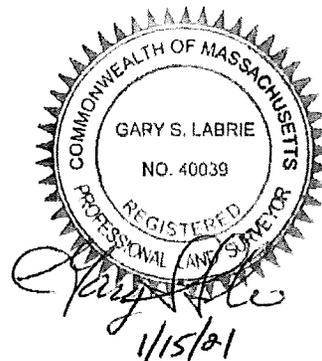
Town Meeting Article to be inserted.

Exhibit B
Written Description for
Winthrop Drive (East Side)
Metes and Bounds Description
WINTHROP DRIVE – EAST

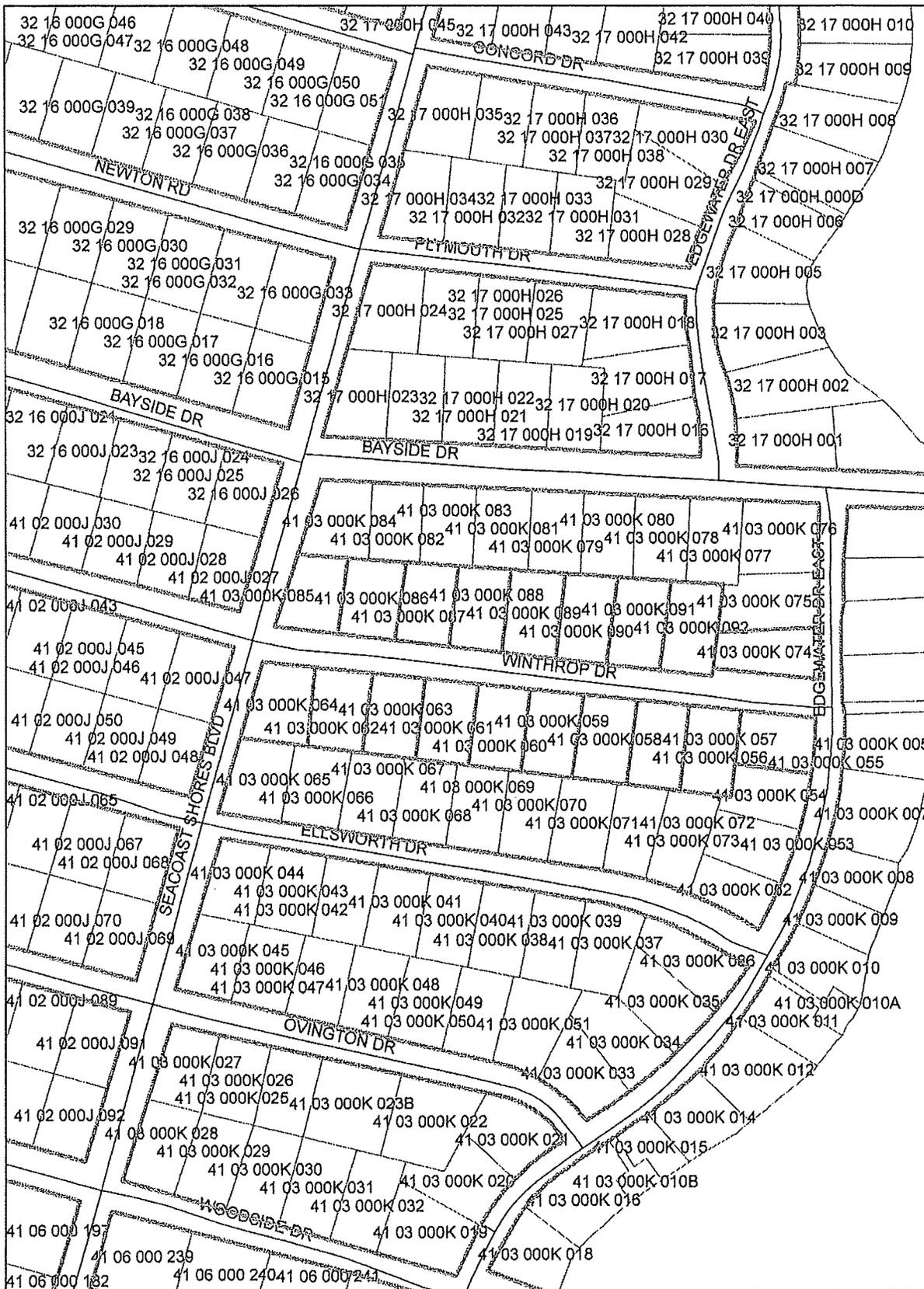
- POB At the most northerly and westerly corner of Winthrop Drive East and the easterly side line of Seacoast Shores Boulevard, said corner being N 28°-30'-20" E, 247.82 feet from a concrete bound (held) at the most northerly and westerly corner of Ellsworth Drive and easterly sideline of Seacoast Shores Boulevard.
- Thence S 70°-50'-40" E, 719.75 feet to the most northerly and easterly corner of Winthrop Drive East and the westerly sideline of Edgewater Drive East.
- Thence by a curve to the right with a radius of 660.00 feet and a length of 40.24 feet, a chord direction of S 12°-55'-46" W, and a chord distance of 40.24 feet to the most southerly and easterly corner of Winthrop Drive East and the westerly sideline of Edgewater Drive East.
- Thence N 70°-50'-40" W, 730.70 feet to the most southerly and westerly corner of Winthrop Drive East and the westerly sideline of Seacoast Shores Boulevard.
- Thence N 28°-30'-20" E, 40.54 feet to the POB.

Winthrop Drive East is predominately a 40 foot wide layout.

Winthrop Drive West is approximately 726 feet in length.

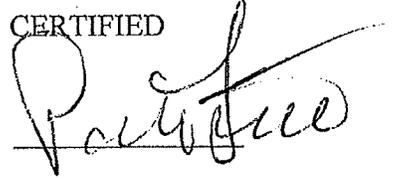


WINTHROP DR EAST



WINTHROP DR EAST

CERTIFIED

A handwritten signature in black ink, appearing to read "Patricia Favulli", written over a horizontal line.

Patricia A Favulli
Director of Assessing
Town of Falmouth
April 6, 2021

67 WINTHROP DR BALLO JR TRUSTEE STEPHEN S BALLO FAMILY TRUST PO BOX 307 E FALMOUTH. MA 02536	41 03 000K 057 LUC: 101	54 WINTHROP DR LE TAM PHAN TAN 79 SILVER BROOK RD MILTON. MA 02186	41 03 000K 088 LUC: 101
65 WINTHROP DR BERARDI GINO P BERARDI VIRGINIA G 16 HIGH ST CANTON. MA 02021-3609	41 03 000K 058 LUC: 101	48 WINTHROP DR MACDONALD PATRICK MACDONALD NANCY 48 WINTHROP DR EAST FALMOUTH. MA 02536	41 03 000K 085 LUC: 101
66 WINTHROP DR BRAUNEIS TRUSTEE INGEBORG BRAUNEIS TRUSTEE ALAN A 546 FISHER ST WALPOLE. MA 02081	41 03 000K 091 LUC: 101	245 EDGEWATER DR EAST MARATHAS DONNA H 245 EDGEWATER DR E E FALMOUTH. MA 02536-6679	41 03 000K 074 LUC: 101
49 WINTHROP DR CORBETT CHRISTOPHER J CORBETT EILEEN M 41 HEMLOCK DR NORWELL. MA 02061	41 03 000K 062 LUC: 101	71 WINTHROP DR MARTINO TRUSTEE CHERYL L MARTINO BARNSTABLE COUNTY TR 43 DOWNEY ST WATERTOWN. MA 02472	41 03 000K 056 LUC: 101
58 WINTHROP DR CROCKER ELIZABETH CROCKER ROBERT 15 BALD PATE RD GEORGETOWN. MA 01833	41 03 000K 089 LUC: 101	53 WINTHROP DR MEKELATOS SHARON A PO BOX 3523 WAQUOIT. MA 02536-3523	41 03 000K 061 LUC: 101
61 WINTHROP DR DANIELS TIMOTHY E ZHANG LI 319 TURNPIKE ST SOUTH EASTON. MA 02375	41 03 000K 059 LUC: 101	70 WINTHROP DR SAEGH TRUSTEE LAURA SAEGH TRUSTEE JOSEPH 3 MILL POND LN NORWOOD. MA 02062-1913	41 03 000K 092 LUC: 101
62 WINTHROP DR ELIOT STEVEN S ELIOT SHARI 300 MERCER ST #27D NEW YORK. NY 10003	41 03 000K 090 LUC: 101	50 WINTHROP DR SCIORTINO KATHERINE L 65 WELLINGTON AVE LOWELL. MA 01852-4232	41 03 000K 087 LUC: 101
44 WINTHROP DR FERGUSON TRUSTEE DUNCAN FERGUSON TRUSTEE GAIL A 44 WINTHROP DR E FALMOUTH. MA 02536	41 03 000K 085 LUC: 101	45 WINTHROP DR SHERMAN GARY D SHERMAN LINDA PO BOX 683 MEDFIELD. MA 02052	41 03 000K 093 LUC: 101
264 SEACOAST SHORES BLVD GUSHUE DENISE 77 ELLSWORTH DR E FALMOUTH. MA 02536	41 03 000K 064 LUC: 101	253 EDGEWATER DR EAST SWANSON PAUL A SWANSON CATHERINE M 160 VERNON ST NORWOOD. MA 02062-2108	41 03 000K 055 LUC: 101
57 WINTHROP DR HINDS MICHELLE A PO BOX 747 EAST FALMOUTH. MA 02536	41 03 000K 060 LUC: 101		

Exhibit D
List of Betterments

Estimated cost: \$264,600
 Lots eligible for betterment: 17
 Estimated cost per lot: \$15,565

Address	Parcel ID	Deed Reference		Owner	Betterment Estimate
		Book	Page		
44 Winthrop Dr	41 03 000K 085	9775	140	Ferguson Trustee Duncan Ferguson Trustee Gail A	\$15,565
45 Winthrop Dr	41 03 000K 063	21272	290	Sherman Gary D Sherman Linda	\$15,565
48 Winthrop Dr	41 03 000K 086	23016	225	MacDonald Patrick MacDonald Nancy	\$15,565
49 Winthrop Dr	41 03 000K 062	32809	326	Corbett Christopher J Corbett Eileen M	\$15,565
50 Winthrop Dr	41 03 000K 087	24389	69	Sciortino Katherine L	\$15,565
53 Winthrop Dr	41 03 000K 061	23075	147	Mekelatos Sharon A	\$15,565
54 Winthrop Dr	41 03 000K 088	33712	288	Le Tam	\$15,565
57 Winthrop Dr	41 03 000K 060	30718	51	Hinds Michelle A	\$15,565
58 Winthrop Dr	41 03 000K 089	33327	36	Crocker Elizabeth Crocker Robert	\$15,565
61 Winthrop Dr	41 03 000K 059	27095	147	Daniels Timothy E Zhang Li	\$15,565
62 Winthrop Dr	41 03 000K 090	25472	293	Eliot Steven S Eliot Shari	\$15,565
65 Winthrop Dr	41 03 000K 058	13790	334	Berardi Gino P Berardi Virginia G	\$15,565
66 Winthrop Dr	41 03 000K 091	7056	103	Brauneis Trustee Ingeborg Brauneis Trustee Alan A	\$15,565
67 Winthrop Dr	41 03 000K 057	32004	343	Ballo Jr Trustee Stephen S Ballo Family Trust	\$15,565
70 Winthrop Dr	41 03 000K 092	28160	123	Saegh Trustee Laura Saegh Trustee Joseph	\$15,565
71 Winthrop Dr	41 03 000K 056	28269	3	Martino Trustee Cheryl L Martino Barnstable County Tr	\$15,565
245 Edgewater Dr E	41 03 000K 074	12993	181	Marathas Donna H	\$0
253 Edgewater Dr E	41 03 000K 055	13148	333	Swanson Paul A Swanson Catherine M	\$0
264 Seacoast Shores Blvd	41 03 000K 064	31667	94	Gushue Denise	\$15,565

Total Estimate: \$264,600

THIS PLAN WAS COMPILED FROM PLANS OF RECORD.

PLAN REFERENCES:

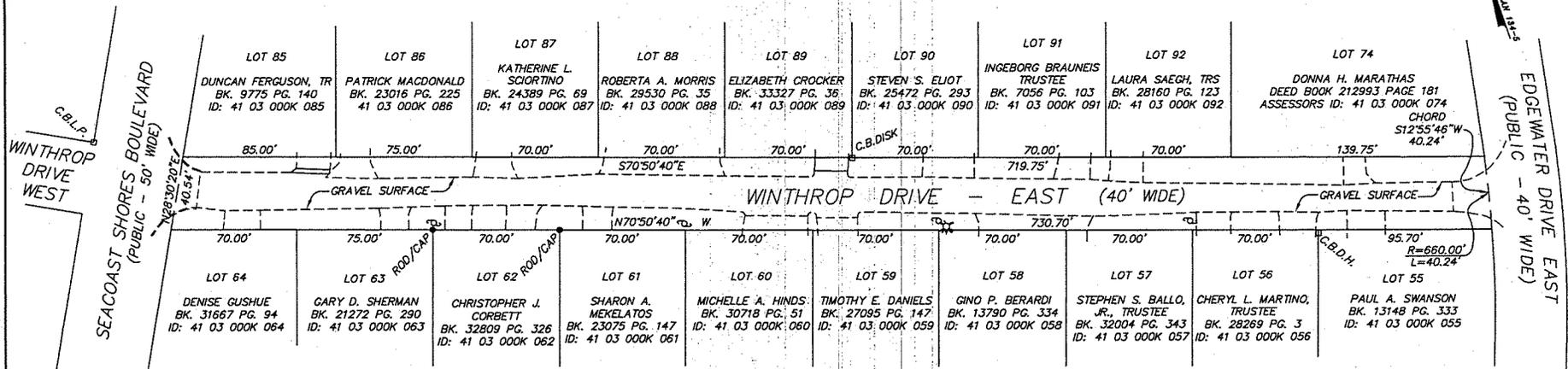
BOOK 77 PAGE 123

BOOK 201 PAGE 101

BOOK 134 PAGE 5

VOTED UNDER ARTICLE _____ OF THE _____ TOWN MEETING
(NUMBER) (DATE)

FOR REGISTRY USE ONLY



PLAN OF LAND TAKEN UNDER THE BETTERMENT ACT
BY ORDER OF TAKING ADOPTED: _____
(DATE)

Megan E. English Braga, Chair

Douglas C. Brown, Vice Chair

Doug Jones

Samuel H. Patterson

Nancy R. Taylor

LEGEND

- C.B.D.H. □ CONCRETE BOUND W/DRILL HOLE
- C.B.L.P. □ CONCRETE BOUND W/LEAD PLUG & PIN
- ⊕ EXISTING FIRE HYDRANT
- ⊙ EXISTING UTILITY POLE

TOWN OF FALMOUTH
PLAN OF WINTHROP DRIVE EAST

IN
EAST FALMOUTH, MASSACHUSETTS
AS LAID OUT BY THE SELECTMEN

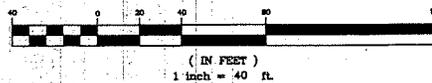
Scale: 1"=40' Date: 12/04/2020

Warwick & Associates Inc.

63 County Road Box 801
North Falmouth, Mass 02556
(508) 563 - 7777

DWG: WINTHROP-E REV:

GRAPHIC SCALE



I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN COMPLIANCE WITH THE RULES AND REGULATIONS OF THE REGISTRARS OF DEEDS FOR THE COMMONWEALTH OF MASSACHUSETTS.

DATE: 12/7/2020

GARY S. LABRIE, P.L.S.

Winthrop Drive East: 4/22/2021

#	Street	Parcel	Corner Lots	Previously Bettered	Owner, Last	Owner, First	Signed
44	Winthrop Dr	41 03 000K 085	Seacoast Shores Blvd	N	Ferguson Family Trust	Duncan, Gail Ferguson Tr	Gail Ferguson
45	Winthrop Dr	41 03 000K 063			Sherman	Gary, Linda	
48	Winthrop Dr	41 03 000K 086			MacDonald	Nancy, Patrick	Patrick MacDonald
49	Winthrop Dr	41 03 000K 062			Christopher/Eileen	Corbett	
50	Winthrop Dr	41 03 000K 087			Sciortino	Katherine	Katherine Sciortino
53	Winthrop Dr	41 03 000K 061			Mekelatos	Sharon	
54	Winthrop Dr	41 03 000K 088			Tam/Tan	Le/Phan	Tan Phan
57	Winthrop Dr	41 03 000K 060			Hinds	Michelle	
58	Winthrop Dr	41 03 000K 089			Crocker	Christopher, Eileen	
61	Winthrop Dr	41 03 000K 059			Daniels/Zhang	Timothy/Li	Tim Daniels
62	Winthrop Dr	41 03 000K 090			Eliot	Steven/Shari	
65	Winthrop Dr	41 03 000K 058			Berardi	Virginia, Gino	Virginia Berardi
66	Winthrop Dr	41 03 000K 091			66 Winthrop Dr Rlty Trust	Ingeborg, Alan Brauneis	
67	Winthrop Dr	41 03 000K 057			Ballo Family Trust	Stephen Ballo Tr	Stephen Ballo
70	Winthrop Dr	41 03 000K 092			Saegh Family Revoc Trust	Laura, Joseph Saegh Tr	Laura Saegh
71	Winthrop Dr	41 03 000K 056			Martino Barnstable Cuonty Trust	Cheryl Martino Tr	
245	Edgewater Dr E	41 03 000K 074	Edgewater Dr E	Y	Marathas	Donna	Donna Marathas
253	Edgewater Dr E	41 03 000K 055	Edgewater Dr E	Y	Swanson	Paul, Catherine	
264	Seacoast Shores Blvd	41 03 000K 064	Seacoast Shores Blvd	N	Gushue	Denise	Denise Gushue

Was Mr Dmytryck

Total Abutters	19	
Total Previously Bettered	2	
Other Not Eligibile (Town, HO Lots, etc)	0	<Manual Enter
Eligible Abutters	17	
# Signed	10	
# Not Eligible Signed	1	
# Eligible Signed	9	
Total % Signed		
Includes Previously Bettered	52.6%	#signed/Total
Eligible % Signed	52.9%	#eligible signed/eligible

TEXT	Town parcel	
	Corner/Through Lots Total:	4
TEXT	Not the owner	
TEXT	Homeowners Assoc Lot	
TEXT	Previously Bettered	

- c. Approve Memorandum of Understanding with Friends of Falmouth Dogs and Grant of License for 150 Blacksmith Shop Road



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

TO: Select Board
FROM: Peter Johnson-Staub, Assistant Town Manager
SUBJECT: Friends of Falmouth Dogs
DATE: April 22, 2021

As you may know, the Town has a long-standing partnership with the Friends of Falmouth Dogs (FFD), which is a non-profit, volunteer-run organization. The FFD has played a role in facilitating adoption of dogs and caring for the animals that are kept at the Town-owned animal control shelter at 150 Blacksmith Shop Road. To date, there has been no formal, written agreement outlining the respective roles of the Town and the FFD. The attached Memorandum of Understanding (MOU) was negotiated by me and Gregg Fraser and has been approved as to form by Town Counsel.

One impetus to formalize the terms of this partnership is that the number of Falmouth dogs that are rescued and made available for adoption has declined in recent years. The FFD now seeks to identify dogs from outside of Massachusetts to make them available for local adoption. The attached Memorandum of Understanding authorizes such a program on a one-year trial basis. The MOU requires a review process which is intended prevent dogs from being accepted at the facility that could present a hazard to the community due to medical or behavioral issues. Further, only four dogs from out of state that can be held at the facility at any one time.

Mr. Fraser and I recommend approval of this MOU.

CC: Gregg Fraser, Marine and Environmental Services Director
Julian M. Suso, Town Manager

//Friends of Falmouth Dogs MOU to Board 4-22-2021

**MEMORANDUM OF UNDERSTANDING
TOWN OF FALMOUTH
AND
FRIENDS OF FALMOUTH DOGS, INC.**

PREAMBLE

This is a Memorandum of Understanding ("MOU") of _____, 2021, by and between the Town of Falmouth, MA, a municipal corporation duly established with an address of 59 Town Hall Square, Falmouth, MA 02540 (the "Town") and Friends of Falmouth Dogs, Inc., a Non-profit Corporation, with a principal office at 150 Blacksmith Shop Road, Falmouth, MA 02535, with a mailing address of P.O. Box 438, Falmouth, MA 02541 ("FFD").

This Memorandum of Understanding between the Town and FFD outlines activities that FFD is authorized to conduct at the Town owned facility and

*The Falmouth **Select Board** gratefully acknowledges the critical role FFD has played in facilitating adoption of homeless dogs in Falmouth since 1990 and the array of additional services, including be not limited to: dog training, veterinary assistance, rabies vaccination and microchip clinics, foster care, and community education, and for its generous financial contributions to assist in the construction and care of the Center.*

FFD gratefully acknowledges the spirit of cooperation the Town has displayed by authorizing FFD to use and occupy a portion of the facility, and by assisting FFD in fulfilling its corporate mission.

After many years of cooperative effort, the Town and FFD now seek to memorialize the rights and responsibilities of the parties related to their activities at the Center through this Memorandum of Understanding.

DEFINITIONS

- a. "Town of Falmouth, MA," is a municipal corporation duly established with an address of 59 Town Hall Square, Falmouth, MA 02540 (the "Town");
- b. The "Falmouth Animal Control Center" is owned and operated by the Town of Falmouth and is the location of the animal shelter. (the "Center");
- c. "The Friends of Falmouth Dogs, Inc." is a Non-profit Corporation, with a principal office at 150 Blacksmith Shop Road, Falmouth, MA ("FFD");
- d. The "Animal Control Officer(s)" are duly appointed employees of the **Select Board** of the Town of Falmouth, pursuant to M.G.L. c. 140, § 151, working under the

Director of Marine and Environmental Services, with the responsibilities to promote public safety and the humane treatment of all animals while encouraging responsible pet ownership through public education and enforcement of local and state law. ("Animal Control Officer or ACO").

- e. Friends of the Falmouth Dogs "Officers" are duly elected Officers of the non-profit organization, incorporated in Massachusetts ("Officers")
- f. Friends of the Falmouth Dogs "Volunteers" are duly appointed unpaid volunteers engaged in the care of the animals, and other duties as prescribed by the Officers of the non-profit organization (Volunteers").

TERMS OF MEMORANDUM OF UNDERSTANDING

PERSONNEL

1. FFD acknowledges that it has no supervisory authority over the ACO and other Town employees. While FFD volunteers may make reasonable requests of the ACO, they may not direct the ACO in the performance of the ACO's duties. Should any disagreements or disputes arise between FFD volunteers and the ACO or other Town employees, the matter in question shall be referred to the town's Director of Marine and Environmental Services for resolution.
2. FFD officers/volunteers and Town employees shall conduct themselves at all times in a professional, courteous, and civil manner in their dealings with one another and the public. FFD officers/volunteers and Town employees shall conduct themselves at all times in a manner consistent with the Town's Professional Conduct Policy. Violation of these standards of conduct may result in disciplinary action if committed by a Town employee, or if committed by FFD officers/volunteers, the imposition of additional restrictions or the revocation of the license granted to FFD hereunder.
3. FFD officers shall, at FFD's sole cost and expense, comply with all requirements of the county, municipal, state, federal and other applicable governmental authorities, now in force or which may hereafter be in force, pertaining to its use of the Licensed Area, provided it is directly related to FFD's activities at the Center.

FORMS

4. FFD volunteer and adoption documents, shall clearly state: "The Friends of Falmouth Dogs, Inc. is a private non-profit organization dedicated to providing for the welfare of homeless animals of Falmouth. The Friends of Falmouth Dogs, Inc. is authorized to use a portion of the Falmouth Animal Control Center for the purpose of facilitating adoptions of homeless dogs. The Falmouth Friends of Dogs adoption program is privately operated and has no affiliation with the Town of Falmouth. The Town of Falmouth assumes no liability or responsibility for the actions or inactions of the Friends of Falmouth Dogs, Inc., its agents and/or volunteers."

5. The FFD and the ACO shall use the same agreed upon Intake Form that collects as much medical and behavioral information as possible, as well as an agreed upon Surrender Form or Foster Care Agreement Form.

OPERATIONAL

6. FFD shall accept the care, custody and control of dogs deemed adoptable and appropriate for placement in foster, adoptive home, long-term home environment, a sanctuary or training/boarding facility. (see the FFD Mission Statement).
7. FFD shall cover the cost of feeding all dogs housed at the Center.
8. All stray, lost, quarantined and dangerous dogs arriving at the Center shall be placed in the care, custody, and control of the ACO, in accordance with M.G.L. c. 140, § 151A. FFD may provide care to stray or lost dogs if requested by the ACO and if the FFD has personnel available.
9. At the conclusion of a seven (7) day holding period, and in accordance with M.G.L. c. 140, § 151A, the Animal Control Officer may make, at their discretion, a stray or lost dog kept at the Center available for adoption.
10. After a determination by the ACO that a stray, lost or short-term foster dog is available for adoption, the ACO shall request the transfer of the dog to the FFD, and if accepted by the FFD the ACO shall prepare documentation transferring the care, custody, and control of the dog to FFD. FFD shall then review and execute such documentation, thereby obtaining the care, custody, and control of the dog.
11. Dogs from Falmouth brought to the Center by their owners (or their representatives) for the purpose of being surrendered or in need of short-term foster care may be accepted by the ACO or by FFD. Both organizations will use the same agreed upon Intake Form that collects as much medical and behavioral information as possible and require a signed Surrender Form or Foster Care Agreement Form. Copies of the completed forms shall be made available to both the ACO and the FFD. FFD will assume custody, control, and care of such surrendered dogs and the short-term foster dogs, unless FFD deems a surrendered dog accepted by the ACO to be unadoptable. All surrenders shall be by prior appointment, except in emergency situations.
12. Dogs from surrounding town of Mashpee, Bourne, and Sandwich brought to FFD at the Center by their owners (or their representatives) for the purpose of being surrendered or in need of short-term foster care may be accepted by the FFD upon the approval of the ACO. All surrenders shall be by prior appointment, except in emergency situations, and shall require submission of an Intake Form in advance of the appointment for evaluation the dog at the Center. The Intake Form will be used to collect as much medical and behavioral information as possible and shall be agreed upon by the ACO and the FFD. The Intake Form

shall be made available to both the ACO and the FFD at least 1 business day prior to the scheduled arrival at the Center to allow for review of the dog's history. If approved by the ACO, FFD will obtain a signed Surrender Form or Foster Care Agreement Form and assume custody, control, and care of such surrendered dogs and the short-term foster dogs.

13. If the FFD officer/volunteer suspects that the dog being surrendered or in need of foster care has a bite history or shows offensive aggression, the ACO must be consulted, and the ACO shall accept the dog before the surrender can be completed.
14. All dog bites of any severity which take place at the Center shall be immediately reported to an ACO. Failure to do so may result in additional restrictions or revocation of this MOU.
15. All dogs under the custody and control of the Animal Control Officer shall be provided medical treatment as required by M.G. L. c. 140, § 151A, at the Town's expense.
16. All dogs listed as quarantined or with specific status (i.e., "Do Not Walk", "Dangerous", "ACO Only", etc.) by the Animal Control Officer shall not be handled by FFD staff without permission of the ACO. ACO staff will be responsible for the care and custody of any animal so designated.

OUT OF STATE DOGS

17. As dogs available for adoption are declining dramatically in the Northeast due to successful spay/neuter programs, and many dogs are at risk of euthanasia due to over breeding in other parts of the country. This has resulted in many animal welfare and humane organizations procuring and transporting dogs and puppies to Massachusetts that are overpopulated in other states, which has resulted in a successful program of relocation and adoption of pets. FFD has a goal of establishing such a program to assist overburdened states, cities, or counties with the overpopulation of dogs by importing a small number of these dogs into FFD's adoption program. This will expand the adoption opportunities for Falmouth residents and those in surrounding towns, and all costs associated with the program shall be borne solely by FFD.
18. Process: The FFD shall be authorized to import up to four (4) dogs at any one time from out of state agencies or organizations. FFD will, at a minimum, obtain a completed Intake Form, and make reasonable efforts to ascertain as much medical and behavioral history of each dog as possible. FFD shall make all reasonable efforts to submit to the ACO the Intake Form and any supplementary information well in advance, but no later than 4 business days prior to the dog's scheduled arrival at the Center. Affirmative approval of the ACO shall be required before any dog from out of state can be taken into custody by FFD at the Center.
19. FFD shall prepare the Intake Form, complete with all the information collected about the dog, including source/location of the dog, and shall provide to the ACO a copy of such form.

FFD shall follow all state health and quarantining regulations for these out of state dogs.

20. The Town's authorization of this program pursuant to this MOU shall be on a one-year trial basis, after which it shall be reviewed by the Town and FFD and may be authorized thereafter on a periodic or permanent basis.

FACILITY USE

21. The Center includes a building with two office spaces, a utility room, bathroom, two hallways and dog pens. The Center includes grounds that have been improved with an asphalt driveway and parking area, and various sheds, overhangs, and fenced areas. A copy of the Center's building floor plan and exterior improvements are shown on a plan entitled, "Plan of Animal Control Center @ 150 Blacksmith Shop Rd., dated October 17, 2012, Town of Falmouth Department of Public Works, Engineering Division" (the "Center Plan"). A copy of the Center Plan is attached as "Exhibit A." Personal property owned by FFD is listed in "Exhibit B."
22. The Select Board hereby grants FFD a license for the exclusive use of the 12.0' x 13' 3" office space depicted on the Center Plan for uses related to the Adoption Program (the "FFD Office Space"). The Town, including the Marine and Environmental Services, Animal Control Division ("Animal Control"), shall exclusively use the 12.0' x 12.0' office space shown on the Center Plan. The Town hereby grants FFD the right to the nonexclusive use to be shared with Animal Control of the remaining portions of the Center building and grounds shown on the Center Plan for uses related to FFD's operations. Kennels shall only be used for storage purposes with prior approval of the Animal Control Officers. (Hereafter, the totality of licensed areas herein granted to FFD, whether for exclusive or nonexclusive use, shall be referred to as the "Licensed Area.")
23. FFD and the ACO's shall make every effort to reduce the impact of noise resulting from their respective operations at the Center. Alteration of vegetative buffers at the Center and in surrounding Town owned land is not authorized without prior written consent from the Town.
24. The Town and its agents shall have the right to enter the FFD Office Space, upon reasonable notice to inspect the space, and to make such repairs, alterations, improvements, or additions as the Town may deem necessary or desirable, provided such entry or repairs shall not unreasonably interfere with FFD's operations. This provision will not include inspection of files or related property of FFD.

PROPERTY CARE AND MAINTENANCE

25. The Town will pay all utilities for the Licensed Area and arrange for plowing/clearing of the parking areas and access to the building. The Town will ensure the vegetated area surrounding the Center and the driveway is mowed/weed wacked biweekly in the summer, and monthly in the spring and fall, and will use its best efforts to provide and

perform snow plowing of the parking areas and access areas to the building, and any other actions as may be deemed necessary for the operation of the Center.

26. FFD shall be responsible for maintaining the Licensed Area in a clean, safe, and presentable condition, free of any hazards or health concerns. FFD will contract with an outside cleaning service at FFD's sole expense, for quarterly cleaning services, or more often as FFD shall deem necessary.
27. Each organization will be responsible for the cleaning, sterilization and disinfecting of kennels used by dogs in their custody. FFD may provide assistance to the ACOs if requested and FFD has personnel available.
28. FFD shall provide, at their sole expense, any disinfection solutions for the Center, as well as any toilet paper, paper towels, bathroom soaps and pet safe ice melt.
29. In the event FFD becomes aware of any structural or other maintenance problems with the Center, FFD shall immediately notify the Animal Control Officer. General maintenance of this building shall continue to be the responsibility of the DPW Facilities Manager. The town will apprise FFD of plans to address any structural or maintenance issued being handled by the facilities division and when possible provide advanced notice of work taking place during FFD hours of operation.
30. FFD may make, at its expense, interior and exterior structural and non-structural alterations, additions, or improvements to the Licensed Area with the prior written consent of the Town. FFD shall be fully responsible for acquiring any and all necessary permits required for such improvements. All alterations, additions and improvements shall remain in place as the property of the Town. FFD shall repair any damage to the Licensed Area occasioned by such improvements to the satisfaction of the Town. FFD shall promptly pay all contractors and material men hired by FFD to furnish any labor or materials. Should any lien be made or filed against the Premises, FFD shall bond against or discharge same within (10) days after written request by the Town.
31. There currently exist walking trails extending into Town owned property adjacent to the areas depicted on the Center Plan. No expansion of such walking trails is authorized without prior written consent from the Town.

LIABILITY

32. The Town will have no control of, or liability for the activities related to the Adoption Program and the FFD Dogs once custody of a dog is transferred over to the FFD.
33. FFD shall maintain with insurers authorized to do business in the Commonwealth of Massachusetts and which are well rated by a recognized national insurance rating organization a general comprehensive public liability insurance policy against claims for

bodily injury, death or property damage arising out of the use and occupancy of the Licensed Area with limits no less than \$1,000,000.00 per occurrence and \$3,000,000.00 per aggregate. All insurance shall name the Town as an additional insured. Any deductibles must be approved in writing by the Town prior to the effective date of the policy.

34. FFD shall deliver to the Town insurer's certificates evidencing all insurance that the FFD must maintain under this MOU, and within thirty (30) days before any insurance expires, certificates evidencing its renewal. Any policy of insurance shall contain a clause that the insurer will not cancel or change the insurance without first giving the Town ten (10) business days prior written notice.

35. FFD hereby indemnifies, and shall protect and hold the Town harmless from and against all liabilities, losses, claims, demands, costs, expenses, and judgments of any nature arising, or alleged to arise, from or in connection with the following: (a) any injury to, or the death of any person or loss or damage to property arising from or connected with the FFD's use of the Licensed Area including for any action or inaction by FFD's staff, agents or volunteers and/or dogs in the Adoption Program or (b) performance of any labor or services or the furnishing of any materials or other property in respect of the Licensed Area by or at the request of FFD.

TERMINATION

36. This MOU may be terminated without cause by either party upon written notice no less than ninety (90) days in advance of termination, unless agreed to a lesser time by both parties.

MODIFICATION

37. Modification to this Memorandum of Understanding shall be in writing and duly executed by the parties hereto to be effective.

AUTHORITY TO SIGN

38. Friends of Falmouth Dogs hereby agrees and warrants that it has complied with its Articles of Organization and By- laws in entering into this Memorandum of Understanding. Further, that those signing the MOU on behalf of FFD have the power and authority to sign this MOU. A copy of the corporate vote authorizing FFD to enter into this MOU and accompanying clerk's certificate is attached hereto as "Exhibit C".

SIGNATURES

This is MOU is executed in duplicate, each is considered an original.

For the Friends of Falmouth Dogs, Inc.

Anna dos Santos, President

Date _____

For the Town of Falmouth:

Julian M. Suso, Falmouth Town Manager

Date _____

Frank Duffy, Town Counsel

Date _____

d. Vote to approve extension of existing parking agreement with the Steamship Authority

LEASE AGREEMENT

The Town of Falmouth, a municipal corporation of the Commonwealth of Massachusetts (hereinafter referred to as the "Town"), and the Woods Hole, Martha's Vineyard and Nantucket Steamship Authority, a public instrumentality of the Commonwealth of Massachusetts (hereinafter referred to as the "SSA"), acknowledge the public interests they both have in the use of a certain parcel of land owned by the Town located in the Woods Hole area of the Town of Falmouth, formerly under lease by the Trustees of the New York, New Haven and Hartford Railroad Company in a lease recorded in Book 1432, Page 779, in the Barnstable County Registry of Deeds, and delineated and shown as outlined in red on a sketch plan attached hereto and made a part hereof as Exhibit A (the "Lot") and the Shining Sea Bike Path (the "Bike Path"):

- A. to have the Lot used by the people who most need parking that is conveniently located to the SSA's Woods Hole terminal and the village of Woods Hole;
- B. to have the people who park in the Lot pay for the Lot's operating expenses;
- C. to allow bicyclists and pedestrians to traverse the Bike Path between Nobska Road (on the north) and the village of Woods Hole (on the south); and
- D. to ameliorate the negative impacts of the Lot's use upon the neighbors surrounding the Lot.

In order to promote these public interests, the Town and the SSA enter into this Lease Agreement and agree as follows:

1. Lease of the Lot from the Town to the SSA.

During the term of this Lease Agreement, the Town hereby leases the Lot to the SSA, and the SSA hereby leases the Lot from the Town, upon the following provisions, conditions and mutual covenants hereinafter set forth.

2. Term of the Lease Agreement.

The term of this Lease Agreement shall be for five (5) years, beginning on January 1, 2016 and terminating at midnight on December 31, 2020.

3. Rent.

The SSA shall pay rent to the Town in the amount of twenty-five percent (25%) of the gross parking revenues it receives from SSA customers to park in the Lot or at the SSA's Woods Hole ferry terminal (*e.g.*, through the sale of Woods Hole parking permits and fees charged to park in the Lot on a calendar day basis). The SSA agrees to provide the Town with quarterly reports

(i.e., for the months of January through March, the months of April through June, the months of July through September, and the months of October through December) as to the gross parking revenues it receives from SSA customers to park in the Lot or at the SSA's Woods Hole ferry terminal. Each report will be provided to the Town by the end of the month following the end of each quarter (e.g., the report for the first quarter of 2016 will be provided by April 30, 2016), and any payment of rent due to the Town based upon such gross parking revenues shown in any report shall be due within ten (10) days after submission of the report. For the purposes of this section, gross revenues received by the SSA through the sale of Woods Hole parking permits shall be considered to be received during the first quarter of the year in which they are valid. Thus, gross revenues received from the sale of permits for the succeeding year will be included in the first quarter of the new year rather than in the quarter in which they are sold. By contrast, gross revenues from the sale of other annual or seasonal permits sold during the year that are valid immediately upon being sold will be reported in the respective quarters in which they are sold.

4. Use of the Premises.

The SSA shall not use the Lot other than for the purposes of operating a parking lot for motor vehicles of the SSA, its agents, employees, customers and business invitees, and for maintaining vehicular and pedestrian passageways without the written consent of the Town, which consent shall not be unreasonably withheld.

- (a) The SSA shall continue its current practice of limiting the use of the Lot almost entirely to Woods Hole year-round and seasonal parking permit holders, and allowing other SSA customers to park in the Lot only if they are individuals with disabilities or other medical conditions, or if they are traveling on the SSA's ferries with bicycles or other large items that are difficult to transport on the SSA's shuttle buses, or if they need to park in the Lot in order to make the last ferry leaving Woods Hole that day, or otherwise on an occasional basis.
- (b) Parking spaces in the Lot shall be designated as follows:
 - (i) Eight (8) parking spaces shall be designated as accessible spaces in accordance with 521 CMR 23.00 and shall be located in the closest proximity to the Woods Hole terminal as feasible.
 - (ii) Because Village permit holders may use the Lot outside of the SSA's normal operating hours (and thus may have to walk to their parked cars after the SSA stops providing shuttle van service to the Lot), there shall be 40 designated Village Permit parking spaces in the Lot, and such designated parking spaces shall be located within the Lot in the closest proximity to the Woods Hole terminal as feasible beyond the designated accessible spaces, as shown and designated on the sketch plan that is attached to this Lease Agreement as Exhibit A. The Town shall be responsible for creating, installing and maintaining appropriate signs designating such parking spaces. The signs shall be subject to

the SSA's approval, which shall not be unreasonably withheld, and neither their installation nor maintenance shall interfere with the SSA's operation of the Lot.

- (iii) Any SSA customer who parks in a designated Village Permit parking space, as well as any Village permit holder who parks in a non-designated parking space (unless at the time there are no Village Permit parking spaces available due to one or more SSA customers parking in one or more designated Village Permit parking spaces and the Village Permit holder reports the situation to the SSA), as well as any permit holder or customer who parks in an accessible space without a disabled parking placard/plate, shall, at the SSA's discretion, forfeit his or her permit after three violations.
- (c) Each year the SSA shall make 40 year-round Woods Hole parking permits available to the Town that will be valid for parking in the Lot that year (the "Village Permits"). In order to obtain a Village Permit, each Village permit holder will be required to execute the same standard application forms and/or agreements, as such forms and/or agreements may be revised from time to time by the SSA, that the SSA requires its SSA permit holders to execute in order to obtain a Woods Hole parking permit. Upon the Town's request, the SSA shall make available to the Town a small number of additional Village Permits, but only after it is established to the SSA's reasonable satisfaction that the distribution of those additional Village Permits will not result in more than 40 Village permit holders being in the Lot at any given time.
- (d) The Town may, at its own cost and expense and after obtaining the necessary permits and approvals therefor, create up to five additional parking spaces in the Lot in the area just to the east of the Church Street bridge as shown and designated on the sketch plan attached to this Lease Agreement as Exhibit A; provided, however, that neither the work to create the additional parking spaces nor their location shall interfere with the SSA's use or operation of the Lot, and in no event shall the Town conduct any work to create the additional spaces during the months of May, June, July, August, September and October of any year. In the event the Town does so create any additional spaces in that area, the number "40" in paragraphs (b)(ii) and (c) of this Section 4 shall thereafter be increased by the number of such additional spaces.
- (e) The SSA may establish and enforce reasonable rules and regulations regarding the parking of vehicles in the Lot, including but not limited to:
 - (i) limiting the size of vehicles that are allowed to park in the Lot;
 - (ii) requiring the removal from the Lot of vehicles parked there for extended periods of time;
 - (iii) requiring that vehicles parked in the lot be in a safe operating condition;
 - (iv) requiring that persons using the Lot comply with courteous and acceptable "rules of the road"; and

- (v) such other rules and regulations as the SSA determines are necessary and appropriate for the safe and secure operation of the Lot and its Woods Hole ferry terminal.

5. Repair, Maintenance and Other Expenses.

The SSA shall be responsible for the operation, maintenance and repair of the Lot, including all expenses for attendants and shuttle van services to the extent it provides such attendants and shuttle van services at its sole judgment and discretion; and provided, however, that:

- (a) to the extent the SSA provides attendants and shuttle van services for its own customers, it shall also allow Village Permit holders to utilize the services of such attendants and shuttle van services during the same time periods that the SSA provides such attendants and shuttle van services for its own customers; and
- (b) the SSA shall not be required to pave the Lot, or to make any repairs to the Lot to correct conditions not caused by the SSA's use of the Lot, or to make any repairs to correct structural defects of the Lot (such as the sinking of all or any portion of the Lot), or to make any repairs due to usual wear and tear, all of which shall remain the Town's responsibility. All repairs to the Lot that may be made by the Town (including but not limited to crack sealing) shall be made at the Town's sole judgment and discretion; provided, however, that if the Town does choose to make any such repairs, the work shall be scheduled so as to minimize disruption to the SSA's use and operation of the Lot.

6. Shining Sea Bike Path.

The SSA shall allow public bicycle and pedestrian foot traffic across the Lot on passageways it shall designate and will further permit such traffic to pass over its own property that is not owned by the Town in the Village of Woods Hole which lies southwesterly of the Lot on passageways which it shall also designate. Bicycle path access and operation with respect to the Lot shall be as previously operated, namely, the bicycle path shall not be a dedicated way, but rather shall be a designated way that is shared by other vehicles in accordance with the same rules of the road that apply in any public way. However, the Town and the SSA acknowledge and agree that, from time to time during the SSA's Woods Hole terminal reconstruction project, the SSA may change the location of the Bike Path on the SSA's property.

- (a) All necessary pavement markings to delineate the Bike Path shall be painted annually by the SSA. The SSA shall, furthermore, establish such additional warning signs for pedestrian and bicycle traffic to warn vehicles against excessive speed to ensure the safety of pedestrians and bicyclists within the Lot. These passageways shall be painted once a year, no later than May 15th, with standard street paint to a width of eight feet. There also shall be provided a stencil of a bicycle warning motorists of the presence of

the bicyclists and, further, the SSA agrees to install one (1) reflectorized bike symbol on the Crane Street bridge and fourteen (14) bicycle route signs and arrows, where needed.

- (b) This designated path shall extend from the Nobska Bridge to Railroad Avenue (or another reasonable temporary terminus during the SSA's Woods Hole terminal reconstruction project due to the construction activities of that project); provided, however, that the path need not be delineated on the pavement between Church Street and Crane Street. Further, there shall be signs in the "basin area" to indicate the existence of the path back to the center of Falmouth.

7. Metered Parking Spaces in the Front Lot.

Commencing January 1, 2016 through September 12, 2016, the SSA shall lease to the Town the portion of the SSA's own property pursuant to paragraph 10 of the previous Lease which the Town uses for public metered parking. Unless otherwise agreed between the parties in writing, the SSA's lease of that portion of the SSA's own property to the Town shall terminate on September 12, 2016, and the Town shall remove all of its property and equipment from that portion of the SSA's own property by that date.

8. Insurance and Indemnification.

- (a) The SSA shall carry public liability insurance for the Lot in amounts agreeable to the Town and shall indemnify the Town from and against all demands, claims, actions, costs, expenses or losses resulting from any and all property damage and/or personal injuries, including deaths, however caused, if such damage or injuries are sustained upon or result from the use of the Lot by the SSA, its agents, employees, customers and business invitees (including but not limited to SSA permit holders), unless such damage or injuries result from willful, wanton or reckless conduct by the Town, its agents or employees.
- (b) The Town shall carry public liability insurance for the Lot and the Bike Path in amounts agreeable to the SSA and shall indemnify the SSA from and against all demands, claims, actions, costs, expenses or losses resulting from any and all property damage and/or personal injuries, including deaths, however caused, if such damage or injuries are sustained upon or result from:
 - (i) the use of the Bike Path (both within the Lot and on the SSA's own property between the Lot and the village of Woods Hole) by pedestrians and/or bicyclists;
 - (ii) the use by pedestrians, motorists, and/or any other persons of the portion of the SSA's own property that the SSA is leasing to the Town pursuant to paragraph 7 above during the time that the aforesaid portion of the SSA's own property is leased to the Town; and/or

- (iii) the use of the Lot by Village permit holders, including their access to and from the Lot over the SSA's own property;

unless such damage or injuries result from willful, wanton or reckless conduct by the SSA, its agents or employees.

- (c) The Town and the SSA acknowledge and agree that the use of the Bike Path (both within the Lot and on the SSA's own property between the Lot and the village of Woods Hole) by pedestrians and/or bicyclists has been, currently is, and shall continue to be subject to the provisions of Mass. G.L. c. 21, § 17C, which is known as the "Recreational Use Statute." In accordance with that statute, because the Town and the SSA lawfully permit the public to use the Bike Path for recreational purposes without imposing a charge or fee therefor, neither the Town nor the SSA nor any of their selectmen, directors, officers, members, managers, trustees, licensees, employees, authorized volunteers or agents, shall be liable for any personal injuries or property damage sustained by such members of the public (including minors) while on the Bike Path in the absence of "willful, wanton, or reckless conduct" by the Town and/or the SSA.

9. Underground Utilities.

The Town retains the right to enter the Lot in order to install, or to have installed by other parties, underground utilities and to grant easements on the Lot for the location of such underground utilities during the term of this Lease Agreement, but neither the Town nor any easement holder or other party shall enter onto the Lot for such purposes during the months of May, June, July, August, September and October of any year, except in the case of emergency repairs as may be determined by the Town.

10. Subletting and Assignments.

The SSA shall not sublet or assign any obligations hereunder, nor may the SSA sublet or assign any rights accruing as the result of this Lease Agreement, until the SSA has notified the Town of the SSA's intention thus to assign and until thereafter the Town has given the SSA written permission thus to assign. The Town covenants with the SSA that the Town will not withhold such permission unreasonably.

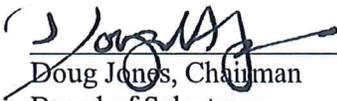
10. Review Committee.

In order to advise the Falmouth Town Manager and the SSA's General Manager with respect to the Lot's operations, the Falmouth Town Manager and the SSA's General Manager may, at their discretion, each select a member to serve on a three-member review committee. The member selected by the Falmouth Town Manager shall serve at the pleasure of the Falmouth Town Manager, and the member selected by the SSA's General Manager shall serve at the pleasure of the SSA's General Manager. The third member of this committee shall then be selected jointly

by the Falmouth Town Manager and the SSA's General Manager and shall serve for a one-year term commencing January 1st of each year, or until a successor is selected in like fashion. The members will choose their own chairman of the committee, who shall serve as chairman for a one-year term commencing January 1st of each year, or until a successor is chosen in like fashion. The review committee shall meet as often as it deems necessary to review operations of the Lot, shall be advisory in function only, and shall report its findings and recommendations jointly, not individually, to the Falmouth Town Manager and the SSA's General Manager. The purpose of the committee shall be to review effectiveness of and compliance with the terms of this Lease Agreement; grievances and complaints about the operation of the Lot shall continue to be heard by the SSA's General Manager or the senior parking lot supervisor on duty for resolution and disposition.

IN WITNESS WHEREOF, the parties hereto set their hands and seals as of this twenty-seventh (27th) day of October, 2015.

TOWN OF FALMOUTH (the "Town")

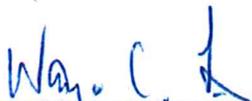
By: 
Doug Jones, Chairman
Board of Selectmen

TOWN OF FALMOUTH
OFFICE OF TOWN COUNSEL
APPROVED AS TO FORM



By: 
Susan L. Moran, Vice Chairman
Board of Selectmen

WOODS HOLE, MARTHA'S VINEYARD AND
NANTUCKET STEAMSHIP AUTHORITY
(the "SSA")

By: 
Wayne C. Lamson, General Manager



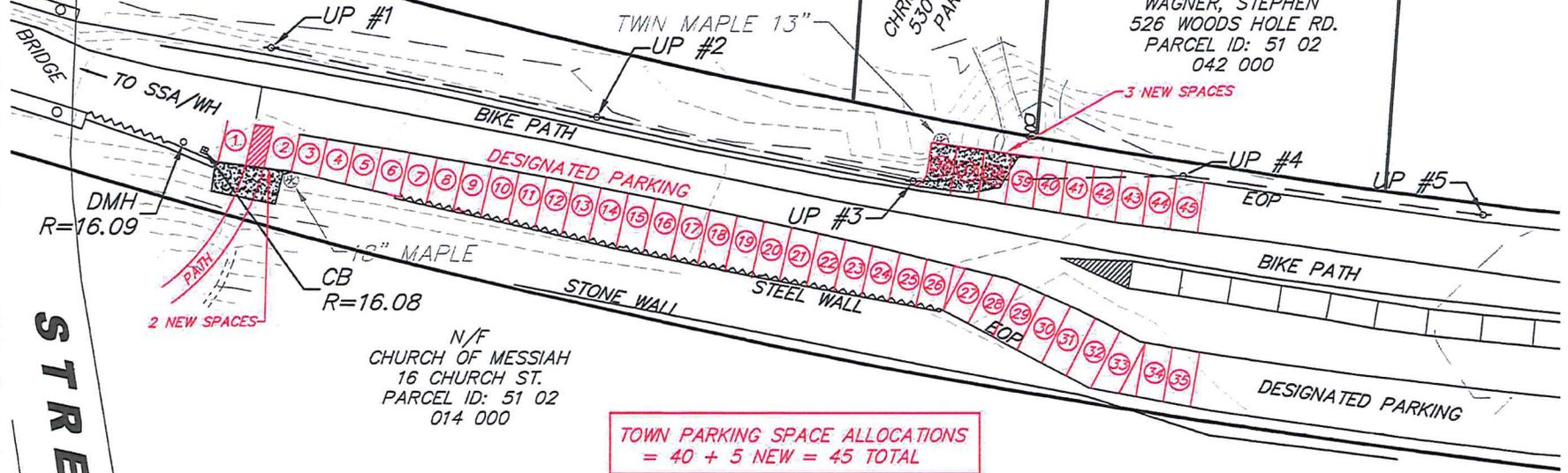
CHURCH STREET

N/F
CHURCH OF MESSIAH
534 WOODS HOLE RD
PARCEL ID: 51 02
013 000

N/F
CHRIS & JOHN CORE TR.
530 WOODS HOLE RD.
PARCEL ID: 51 02
043 000

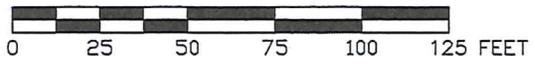
N/F
WAGNER, STEPHEN
526 WOODS HOLE RD.
PARCEL ID: 51 02
042 000

N/F
CHURCH OF MESSIAH
16 CHURCH ST.
PARCEL ID: 51 02
014 000



TOWN PARKING SPACE ALLOCATIONS
= 40 + 5 NEW = 45 TOTAL

Scale: 1" = 50'



DATE	BY	REVISION

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



EXHIBIT A WOODS HOLE PARKING LOT UNDER THE CHURCH STREET BRIDGE		
DESIGN: PMM	DATE : NOV. 02, 2015	
DRAWN: NAC	SCALE: AS NOTED	SHEET 1 OF 1
CHECKED: PMM		
DRAWING : BIKEPATH/2015.DWG		

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment, dated as of September 12, 2016, to a Lease Agreement, dated October 27, 2015, entered into by and between the Town of Falmouth, a municipal corporation of the Commonwealth of Massachusetts (hereinafter referred to as the "Town"), and the Woods Hole, Martha's Vineyard and Nantucket Steamship Authority, a public instrumentality of the Commonwealth of Massachusetts (hereinafter referred to as the "SSA").

WHEREAS, the parties mutually desire to amend Section 7 of the Lease Agreement to extend the time period of the SSA's lease to the Town of a portion of the SSA's own property which the Town uses for public metered parking so that the SSA's lease to the Town of that portion of the SSA's property terminates on November 15, 2016 instead of September 12, 2016;

NOW, THEREFORE, in consideration of the provisions hereof and the mutual promises contained herein, the parties agree as follows:

1. Revised Section 7 of the Lease Agreement.

The Town and the SSA agree that Section 7 of the Lease Agreement, entitled "Metered Parking Spaces in the Front Lot," shall be, and the same hereby is, revised to read as follows:

"Commencing January 1, 2016 through November 15, 2016, the SSA shall lease to the Town the portion of the SSA's own property pursuant to paragraph 10 of the previous Lease which the Town uses for public metered parking. Unless otherwise agreed between the parties in writing, the SSA's lease of that portion of the SSA's own property to the Town shall terminate on November 15, 2016, and the Town shall remove all of its property and equipment from that portion of the SSA's own property by that date."

2. Remaining Provisions of Lease Agreement Remain in Full Force and Effect.

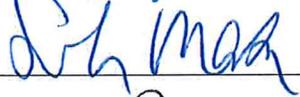
Except as specifically provided for in this First Amendment to Lease Agreement, all of the terms and provisions of the parties' Lease Agreement, dated October 27, 2015, as amended by this First Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto set their hands and seals this 12th
day of September, 2016.

TOWN OF FALMOUTH (the "Town")

By its Board of Selectmen:







TOWN OF FALMOUTH
OFFICE OF TOWN COUNSEL
APPROVED AS TO FORM



9.6.16



WOODS HOLE, MARTHA'S VINEYARD AND
NANTUCKET STEAMSHIP AUTHORITY
(the "SSA")

By: _____
Wayne C. Lamson, General Manager

**SECOND AMENDMENT
AND
EXTENSION OF LEASE AGREEMENT**

The Town of Falmouth, a municipal corporation of the Commonwealth of Massachusetts (the "Town"), and the Woods Hole, Martha's Vineyard & Nantucket Steamship Authority, a public instrumentality of the Commonwealth of Massachusetts (the "SSA"), having previously on October 27, 2015, entered into a certain Lease Agreement of a certain parcel of land owned by the Town in the Woods Hole Village of the Town and currently used by the SSA as a parking lot, all as more fully described in said Lease Agreement, now jointly intend to amend said Lease Agreement and extend the term thereof for their mutual benefit.

Said Lease Agreement was previously amended by a First Amendment dated September 12, 2016.

Said Lease Agreement as amended is hereby further amended so that paragraph 2, Term of the Lease Agreement, shall read as follows:

2. Upon the expiration of this Lease Agreement at midnight on December 31, 2020, an additional year shall be added to the term expiring at midnight on December 31, 2021.

All other terms and conditions of said Lease Agreement are unchanged and remain in full force and effect.

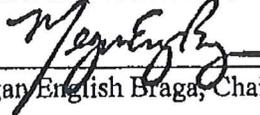
IN WITNESS WHEREOF, the parties have hereto set their hands and seals this 27th day of July, 2020 by duly authorized authorities.

Woods Hole, Martha's Vineyard & Nantucket Steamship Authority

By 

Robert Davis
General Manager

Town of Falmouth
By its Board of Selectmen



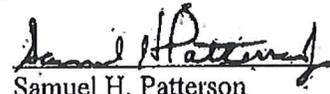
Megan English Braga, Chairman



Douglas C. Brown, Vice Chairman



Doug H. Jones



Samuel H. Patterson

Nancy R. Taylor

- e. Vote to approve extension of Woods Hole Business Association Church Street Parking Agreement

NOTE: During the meeting on February 12, 2018, the Select Board voted to extend this lease agreement for 3 years for 40-60 spaces.

Woods Hole Business Association
PO Box 234
Woods Hole, MA 02543



March 30, 2021

Falmouth Select Board
Megan English Braga, chair

Dear Select Board:

Reference is made to an Agreement between the Woods Hole Business Association and the Town of Falmouth MA dated May 23, 2016 concerning management of employee parking at the Church Street lot in Woods Hole. This Agreement is titled "Church Street Parking – Village Permit Program." This agreement was renewed for a three year term as of May 23, 2018 and ending May 23, 2021.

We respectfully request a renewal of this agreement for an additional three years.

We believe this employee parking is critical to the economic health of the village of Woods Hole, and have worked hard to consistently and equitably share this resource with employers located here. We believe this has had a positive impact on the parking situation here, creating more room for customers and visitors to the area.

We thank you for supporting this important program, and hope you will continue to do so in the future.

Sincerely,

A handwritten signature in black ink, appearing to be "Beth Colt".

Beth Colt

President

AGREEMENT
CHURCH STREET PARKING
VILLAGE PERMIT PROGRAM

This is an AGREEMENT by and between the Town of Falmouth, MA 598 Town Hall Square, Falmouth, MA 02540 acting by and through its Board of Selectmen (the Town) and the Woods Hole Business Association, Box 234, Woods Hole, MA 02543 (the Association).

Whereas the Town has entered into a certain lease agreement with the Woods Hole, Martha's Vineyard and Nantucket Steamship Authority (the SSA) which expressly authorizes the Town to manage 40-45 parking spaces in the Church Street parking lot, owned by the Town and leased to the SSA by a lease dated October 27, 2015; and

Whereas the Town has determined that the parking spaces should be available for parking by employees of businesses in the village of Woods Hole to alleviate congestion in street parking spaces in the village; and

Whereas, on April 9, 2016 the Town issued a Request for Proposals titled "Church Street Parking Village Permit Program" and

Whereas, the Association responded with a Proposal dated April 24, 2016 which the Town has accepted and approved as advantageous to promote the intended purposes.

NOW THEREFORE, the Town and the Association agree that the Association shall manage the parking spaces in accordance with the Association's proposal and upon the terms and conditions set forth in the proposal with the following exceptions or changes.

- 1.
- 2.

A copy of the proposal is annexed hereto and incorporated herein.

**TOWN OF FALMOUTH, MASSACHUSETTS
REQUEST FOR PROPOSALS
Church Street Parking
Village Permit Program**

The Town of Falmouth (herein referred to as the "Town") will accept proposals from firms and sole proprietors or other agencies to enter into a contract with the Proposer to provide management services for the "Board of Selectmen " further described herein.

BACKGROUND

The Board of Selectmen has established a minimum annual payment of \$200 per space per year as minimum annual payment in the first year with an expectation for growth in subsequent years.

The Board of Selectmen has entered into a lease agreement with the Steamship Authority which expressly authorize the Town to manage 40-45 parking spaces in the area of the Steamship Authority lease area known as the "Church Street Lot"

The Town of Falmouth is seeking proposals for an operator/manager to operate a parking facility in Woods Hole. The purpose of this management agreement is to provide broad community benefit by alleviating *some* employee parking in the Village of Woods Hole thereby making parking spaces otherwise filled by village employees available to the public.

The Board of Selectmen has established a minimum annual payment of \$200 per space per year as minimum annual payment in the first year with an expectation for growth in subsequent years.

CONTRACT TERMS AND CONDITIONS

If awarded the contract, the proposer will execute a contract substantially the same as the approved scope of services submitted by the selected proposer.

TERM

The Town seeks proposals for an initial term of one to five years with an option for renewals up to five years subject to agreement on financial and other terms. .

SCOPE OF WORK/Narrative Description

The Town seeks proposals from responsive and responsible proposers to create a permit system to provide year-round parking for the benefit of employers/employees in the B-1 District of Woods Hole. The Town will accept proposals including more general parking accommodation in the months of October –May. Proposers shall submit a narrative outlining their plan to meet the following expectations.

Proposers must demonstrate commitment of participants to employee parking in the Church Street lot and a commitment of the Lot Manager to ensure that the 40-45 spaces to be made available to Village employers will be utilized to **its maximum capacity at all times** . In the months from May-October alternative proposals are allowed so long as a public benefit of the space is demonstrated. The off-seasonal use may include additional payment to the Town and could include managed access to a broader employer base, the public or Steamship Authority riders. The Town will allow for consideration of the use of the Church Street Lot for special events as they may arise.

The Steamship Authority through its lease with the Town of Falmouth has agreed to support the operation of the “Church Street Lot” by providing electronic access sticker/permits to authorized employees, electronically recording vehicles parked by authorized employees. The Steamship Authority has agreed to work directly with the parking lot manager to maintain an active (live) database of use of the lot to allow the operator to allow only active employee access to the lot.

The selected proposer will present a detailed plan for a ‘sticker’ system for vehicles of employees of the B-1 District in Woods Hole. The proposer will demonstrate a plan to coordinate with the Steamship Authority Administration and parking lot managers to coordinate employees authorized. There shall be an auditing function managed routinely by the operator to ensure that all vehicles parked are those of active employees of qualified participating employers.

This lot is located in a residential area and the proposer shall present a communication plan for employees utilizing the lot and a commitment to sustain the neighborhood character including respectful behavior. The selected proposer shall submit a plan to oversee the lot to maintain cleanliness, avoid litter and to maintain evening quiet, particularly after 9pm.

Implementation Plan and Time Line

Proposals shall include a time line and implementation plan

Description of Operators and Management Team

Dated this 25 day of May, 2016

Town of Falmouth

by its Board of Selectmen

Dan...
John...
Samuel...

Woods Hole Business Association

Dated this _____ day of May, 2016

Town of Falmouth

by its Board of Selectmen

Woods Hole Business Association



Donald J. Star



f. Vote to approve proposed Department of Public Works Water Conservation Measures



TOWN of FALMOUTH

DEPARTMENT OF PUBLIC WORKS, WATER DIVISION

416 GIFFORD ST., FALMOUTH, MASSACHUSETTS 02540

TELEPHONE (508) 457-2543

FAX (508) 548-1537

Cathal O'Brien
Water Superintendent
cathal.obrien@falmouthma.gov

April 1, 2021

To: Board of Selectman and Julian Suso, Town Manager

From: Cathal O'Brien, Water Superintendent 

Re: Water Conservation – Request to implement a Mandatory Odd/Even Water Ban as of **5.22.21**

The DPW Water Division is requesting the Board of Selectmen to support the implementation of a Mandatory Odd/Even Water Ban that consists of the following measures starting **5.22.21**:

- Watering of lawns is limited to odd/even days based on house address between the hours of 8:00 PM and 8:00 AM. = **ODD houses on Tuesday/Thursday/Saturday, and EVEN houses on Wednesday/Friday/Sunday**; this would allow for automatic sprinkler systems to be set by the days of the week, which is how their automated system controls are programmed in the field
- Washing of sidewalks, patios and driveways is prohibited (excluding business for safety/health reasons.)
- Pistol grip nozzles (auto shut off) are required for all hoses used for washing cars and all hoses at dockside facilities.

Background:

- Snow and rain levels have been lower than in past years, so we want to be proactive
- The MMR Water Storage Tank is being painted now, so that may limit our peak use
- We are working with MA DEP to get Fresh Pond Well back online, but it is still under review
- If we wait too long to conserve, we may have to do an all out ban as we did last year

Notifications will be found:

- On the Water Bill mailed to all users.
- On the Department's web page
- In the Consumer Confidence Report
- Via FCTV bulletin's

g. Consider letter to Barnstable County Regarding Septic Finance

April 26, 2021

DRAFT ONLY

Honorable Ronald Bergstrom, Chair
Honorable Sheila Lyons
Honorable Mark Forest
Barnstable County Commissioners
P.O. Box 427
Barnstable, MA 02630

Subject: Community Septic Management Program

Dear Chair Bergstrom and Commissioners Lyons and Forest:

The Falmouth Select Board at their business meeting today voted unanimously in support of the position and recommendation of both the Falmouth Water Quality Management Committee and the Association to Preserve Cape Cod in strongly encouraging the Barnstable County Commissioners to institute a policy of charging 0% interest to Barnstable County residents who are upgrading their septic systems or connecting to municipal sewers and who are pursuing assistance under the County's Community Septic Management Program. This represents a strategic and critical step that Barnstable County can take in providing funding assistance to homeowners who are taking steps to improve the Cape's water quality. Such a step will potentially benefit a multitude of Cape Cod residents over the coming years while significantly enhancing environmental quality.

We understand that the present interest rate of 5% is higher than what is currently available to many residents who would likely be eligible for a home equity loan from a local lender. Recognizing that these same funds are made available to Barnstable County at 0% interest, assessing a 5% rate appears excessive and is likely a deterrent to many.

On behalf of the Falmouth Select Board, I thank you for your willingness to consider this mission-critical opportunity to facilitate water quality on the Cape to the benefit of all.

Sincerely,

Julian M. Suso
Falmouth Town Manager

Cc Falmouth Select Board
Frank Duffy
Amy Lowell
Eric Turkington
Andrew Gottlieb

April 5, 2021

Barnstable County Commissioners
Ronald Bergstrom, Chair
Mark Forest, Sheila Lyons
PO Box 927
Barnstable MA 02630

Re: Community Septic Management Program

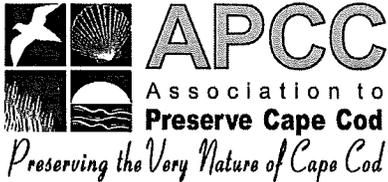
Dear Commissioners:

At its meeting April 1, 2021, the Falmouth Water Quality Management Committee voted unanimously to support the recommendation of the Association to Preserve Cape Cod that the County institute a policy of charging 0% interest to Barnstable County residents who are upgrading their septic systems or connecting to municipal sewers and need to avail themselves of this County loan program.

The current interest rate of 5% is higher than what is currently available to most residents who are eligible for a home equity loan from their local lender. In view of the fact that the funds are provided to the County from the state Revolving Loan Fund at 0%, 5% seems unreasonable and is undoubtedly a deterrent to many potential borrowers. A 0% loan for sewer hookups and septic upgrades is exactly the kind of community need that the County can and should provide to the people of Barnstable County.

Sincerely,

**ERIC TURKINGTON, CHAIR
WATER QUALITY MANAGEMENT COMMITTEE**



Andrew Gottlieb
Executive Director

March 22, 2021

BOARD OF DIRECTORS

Charles Sumner
President

Pat Hughes
Vice President

Bob Ciolek
Treasurer

Jack Looney
Clerk

John Cumbler

Margo Fenn

DeeDee Holt

Thomas Huettner

Pat Hughes

Steven Koppel

Elyse Magnotto-Cleary

Blue Magruder

Eliza McClennen

Stephen Mealy

Kris Ramsay

Robert Summersgill

Taryn Wilson

The Honorable Ron Bergstrom, Chairman

The Honorable Sheila Lyons

The Honorable Mark Forest

Barnstable County Commissioners

PO Box 427

Barnstable, MA 02630

Dear Chairman Bergstrom and Commissioners Lyons and Forest:

As you know, the restoration of the Cape's water resources is among the most pressing issues facing the region. Our water resources define Cape Cod and are the underpinnings of our economy as well as our personal well-being and health. You also know that for far too long, the Cape has failed to invest in the level of advanced wastewater treatment needed to restore and preserve our marine waters. There are strong signs that the period of neglect is ending as numerous towns, spurred on by the creation of new funding tools such as the SRF 0% interest, the creation and funding of the Cape and Islands Water Protection Trust, the local option Water Investment Infrastructure Fund and enhanced local option short term rental revenue, are moving forward with long overdue wastewater management projects. While these funding tools have reduced the impact of these projects on the local tax base, they remain significant expenditures and we must use all the tools available to the region to make these projects as affordable as possible.

To this last point, APCC has identified a critical role that Barnstable County can play in providing an additional funding option that will directly benefit homeowners by helping with the cost of connecting to sewer systems. The beauty of what we are suggesting is that it is within the administrative control of the County to take an action that will potentially benefit thousands of Cape residents over the next few years.

APCC calls upon the Commissioners to lower the interest rate charged to homeowners under the Community Septic Management Program to 0% to mirror the interest rate charge to the County by the Commonwealth for these funds. By

lowering the current 5% interest charge to homeowners to 0%, the County will be able to offer no cost financing to homeowners who are both upgrading their septic systems or connecting to municipal sewers. The benefits of this proposal are many, but most significantly, this idea builds upon your already successful management of this existing loan program, but enhances it at a time when towns are ramping up their sewer construction. Lowering the interest rate you charge will enable towns to direct their residents to the County program and will significantly soften the impact of the cost of connection by taking advantage of your existing program at an interest rate of 0% that is otherwise not available to homeowners.

APCC suggests that taking this action will be the single most impactful step the County can take to both support municipal efforts to clean up our waters and make a difference to the finances of families needing to connect to the sewers. This measure does not require legislative action and is a step you can take, now, to send a strong signal to our residents that all possible help is out there to support clean water while protecting family finances. We urge you to take this step now to help reestablish Barnstable County to its rightful place as a leader in the efforts to clean our water.

Thank you for your consideration.

Sincerely,



Andrew Gottlieb
Executive Director

cc: Assembly of Delegates
Jack Yunits
Beth Albert
Boards of Selectmen
Barnstable Town Council

h. Approve grant of license to Lawrence T. and Valerie N. Sullivan to place, erect and maintain a retaining wall for 345 Grand Avenue

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

TO: JULIAN SUSO, TOWN MANAGER
FROM: KIMBERLY FISH, TOWN PARALEGAL
SUBJECT: GRANT OF LICENSE
DATE: 4/15/2021
CC:



I enclose herewith a Grant of License to Lawrence T. Sullivan and Valerie N. Sullivan from the Town of Falmouth licensing them to place, erect and maintain a retaining wall for 345 Grand Ave. Kindly have the Select Board sign the License and return to our office. Thank you.

GRANT OF LICENSE

The TOWN OF FALMOUTH, a Municipal Corporation and political subdivision of the Commonwealth of Massachusetts having its usual place of business at 59 Town Hall Square, Falmouth, Barnstable County, Massachusetts acting by and through its duly elected Board of Selectmen, in consideration of One and 00/100 (\$1.00) Dollar and of the covenants contained herein, hereby grants to Lawrence T. Sullivan and Valerie N. Sullivan, husband and wife, as tenants by the entirety, whose address is 3 Homestead Drive, Canton, MA 02021 the following license to place, erect and maintain a retaining wall for 345 Grand Avenue, Falmouth, MA within the layout of Grand Avenue at the intersection of Fairmount Avenue.

A sketch plan of the approved location of the licensed landscaping and features is attached hereto.

This license is granted upon the following expressed conditions:

- a. Said license is revocable by the Select Board at any time when they deem it appropriate to revoke the same in the best interest of the Town of Falmouth and/or public convenience, safety and needs; the Town may revoke this license by sending a notice to the grantee, its successors and assigns at the above-referenced property address and by thereafter within a reasonable time recording a Notice of Revocation of License in the Barnstable County Registry of Deeds;
- b. Upon such revocation, the grantee, its successors and assigns shall, if and when directed by the Select Board, remove all encroaching landscaping, lawn and curb from the Town's road layout and restore any disturbed area to its original condition;
- c. If the grantee, its successors and assigns, fails to remove said encroachment, all the expenses of the Town to do same or have the same done or any expenses arising from the failure to comply with this license, including attorney's fees, costs and expenses and contractor fees shall be paid by the grantee, its successors and assigns to the Town upon demand, and if not so paid, shall, upon the recording of a Notice thereof in the Registry of Deeds or Registered Land Division, constitute a lien on said property, without limiting any other rights of the grantor;
- d. Until such revocation, this License shall continue permissively;
- e. The grantee, its successors and assigns shall be forever obligated to indemnify, defend and hold harmless the Town of Falmouth, its agents, officers, officials and employees for any and all claims, actions, suits, or demands for personal injury or property damage arising out of the licensed encroachments and the grant of this License.

- f. Nothing contained in the License shall authorize the grantee, its successors and assigns to do any work or undertake any activity or to continue any activity not otherwise in full compliance with all applicable laws, rules and regulations; and
- g. The terms, conditions, agreements and covenants contained herein shall be binding on the grantee, its successors and assigns.

IN WITNESS WHEREOF, the seal of the Town of Falmouth is affixed hereto and these presents executed and delivered in its name and behalf by its Select Board, hereto duly authorized this _____ day of _____, 2021.

Town of Falmouth
By its Select Board

Megan English Braga, Chairman

Douglas C. Brown, Vice Chairman

Doug H. Jones

Samuel H. Patterson

Nancy R. Taylor

Commonwealth of Massachusetts

County of Barnstable

On _____, before me, the undersigned notary public

personally appeared

name(s) of signer(s)

personally known to me

proved to me on the basis of satisfactory evidence of identification which was

to be the person(s) whose name(s) is/are subscribed

to the within instrument and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of (his)(her) knowledge and belief.

WITNESS my hand and official seal.

Signature of Notary Public

- i. Authorize letter to our U.S. Senators and Representative requesting that federal infrastructure funds to support clean water projects be allocated to Cape Cod

April 26, 2021

DRAFT ONLY

Honorable Senator Elizabeth Warren
309 Hart Senate Office Building
Washington, DC 20510
Honorable Senator Edward Markey
255 Dirksen Senate Office Building
Washington, DC 20510
Honorable Congressman William Keating
2351 Rayburn House Office Building
Washington, DC 20515

Subject: Wastewater Infrastructure for Cape Cod

Dear Senators Warren and Markey and Congressman Keating:

Water quality on Cape Cod is mission-critical to the continued environmental quality of our treasured region. The relative decline of water quality on the Cape is a major ongoing concern, especially given that all of Cape Cod is fed through a single aquifer.

Barnstable County's EPA-approved 208 Water Quality Plan assigns 50% of the overall \$4 Billion cost to local governments and 25% each to the State and Federal governments. I am writing on behalf of the Falmouth Select Board to respectfully seek your support for including substantial Federal funds for wastewater infrastructure during continuing deliberation on the American Jobs Plan being filed by President Biden.

Through the creation and funding of the Cape and Islands Water Protection Trust, the Commonwealth has funded its obligation. Our neighboring communities throughout the Cape are joining with Falmouth in addressing our obligations. However, the Federal share in contribution to the Cape's needs has not been funded to date; this current Federal legislation would provide the ideal opportunity to address this immediately. The commitment of Federal funds in furtherance of the Federal obligation of 25% (\$1 Billion) in financing this Federal 208 Plan to protect the Cape's water quality is timely and critical.

Thank you for your every consideration of this request.

Sincerely,

Julian M. Suso
Falmouth Town Manager

Cc Falmouth Select Board
Frank Duffy
Amy Lowell
Eric Turkington
Andrew Gottlieb

- j. Approve grant of license to USGS to install a monitoring well in the field behind the ball park in Woods Hole for scientific research study of carbon cycling in coastal wetlands

GRANT OF LICENSE AND RIGHT OF ENTRY

The TOWN OF FALMOUTH, a Municipal Corporation and political subdivision of the Commonwealth of Massachusetts having its usual place of business at 59 Town Hall Square, Falmouth, Barnstable County, Massachusetts acting by and through its duly elected Select Board, in consideration of One and 00/100 (\$1.00) Dollar and of the covenants contained herein, hereby grants to United States Geological Survey, 384 Woods Hole Road, Woods Hole, MA 02543 (tel: 508-457-2385), hereinafter "USGS", the following license to enter upon the Woods Hole Playground at the end of Bell Tower Lane in Woods Hole (assessors map 49A 04 056A 000) for work, described as follows:

The license is given to enter upon the Woods Hole Playground at the end of Bell Tower Lane in Woods Hole to access the property for scientific research including, but not limited to, groundwater monitoring, soil analysis, vegetation analysis, wetland analysis and other hydrological and relevant measurements.

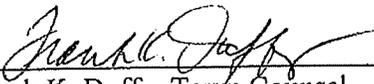
This License and Right of Entry is granted upon the following expressed conditions:

- a. Said License and Right of Entry is revocable by the Select Board at any time when they deem it appropriate to revoke the same in the best interest of the Town of Falmouth and/or public convenience, safety and needs; the Town may revoke this license by sending a notice to the grantee, its successors and assigns at the above-referenced property address;
- b. Upon completion of the scientific research the property shall be restored to as close as its prior conditions as reasonable and practicable under the circumstances, and in safe condition for use by the public;
- c. Nothing contained in the License and Right of Entry shall authorize the grantee, its successors and assigns to do any work or undertake any activity or to continue any activity not otherwise in full compliance with all applicable laws, rules and regulations; and
- d. The terms, conditions, agreements and covenants contained herein shall be binding on the grantee, its successors and assigns.

IN WITNESS WHEREOF, the seal of the Town of Falmouth is affixed hereto and these present executed and delivered in its name and behalf by its Town Manager, hereto duly authorized this _____ day of _____, 2021.

Julian Suso, Town Manager

Approved as to Form



Frank K. Duffy, Town Counsel



United States Department of the Interior

U. S. GEOLOGICAL SURVEY
384 Woods Hole Road
Woods Hole, MA 02543
508-548-8700 (main) 508-457-2310 (fax)

April 6, 2021

Town of Falmouth
Conservation Department
59 Town Hall Sq.
Falmouth, MA 02540

To Whom it May Concern:

I am writing to request permission, on behalf of our team of research collaborators, to access two locations in Falmouth for scientific research purposes. The purpose of our research is to evaluate carbon cycling in coastal wetlands across gradients in salinity, vegetation type, water level and impoundment status. We would like to establish one field study site in West Falmouth in the wetland near to the Shining Sea Bikeway and the Quaker Meeting House; the other proposed site is municipally owned property in Woods Hole Park. These locations would complement studies that are ongoing across Cape Cod where we have assessed how coastal wetlands are resilient to sea-level rise and how management actions, such as hydrologic restoration, impact these systems.

The attached research proposal details field protocols, implemented at other study sites, which we would like to repeat at two sites in Falmouth. We have been in contact with Eric Edwards, a trustee of the West Falmouth Quaker Meeting House, and the trustees have granted permission for us to use their property for this scientific study. Data from this study will be publicly available as a USGS ScienceBase data release (an example publication from previous studies may be found here: <https://www.sciencebase.gov/catalog/item/5fd0c4c0d34e30b91239b615>).

Please contact me with any questions regarding the proposed field plan and if further documentation may be required. Thanks very much for consideration of this request.

Sincerely,

Jennifer A. O'Keefe Suttles

Enclosure

CC: Kevin Kroeger
Meagan Eagle
Rebecca Sanders-DeMott
Eric Edwards

Quantifying Greenhouse Gas Emissions and Carbon Cycling in Coastal Wetlands

Contacts

Permitting: Jennifer A. O'Keefe Suttles (jokeefesuttles@usgs.gov)

Primary Investigators: Kevin D. Kroeger, Meagan Eagle, Rebecca Sanders-DeMott

US Geological Survey Woods Hole Coastal & Marine Science Center

Research Objective

The purpose of this study is to evaluate carbon cycling in coastal wetlands across gradients in salinity, vegetation type, water level and impoundment status. This work complements studies that are ongoing across Cape Cod where we have assessed how coastal wetlands are resilient to sea-level rise and how management actions, such as hydrologic restoration, impact these systems. In 2021 we would like to expand our study sites to include a wider range of impounded marshes, including two new sites in Falmouth (Table 1): one site at the wetland impounded by the Shining Sea Bike Path on property owned by Quaker Friends (Figure 1) and one site at the wetland impounded by Gardinar Road in Woods Hole Park on property owned by the Town of Falmouth (Figure 2) utilizing the same field protocols. Specific data collections proposed include: marsh porewater level and salinity; soil and air temperature; greenhouse gas (CO₂ and CH₄) fluxes. Proposed field plans for continuous monitoring deployments, sampling protocols, and site accessibility are described below.

Continuous Monitoring

Continuous monitoring equipment (Table 2) will be installed in the spring and remain deployed through the duration of the research study. Monthly site visitations for routine sensor maintenance will coincide with other field sampling collections (described below). All sensors will log at 15-minute intervals. A shallow PVC well (Figure 3) will be installed near the gas flux collars at each site (described below, Figure 4) for deployment of the In-Situ AquaTroll-200. A one-inch diameter well will be pushed 1-3 feet into the sediment; it will extend 2-5 feet from the soil surface and capped to prevent water over-topping from tidal flow. Soil and air temperature loggers will be attached to the PVC well (Figure 3); the soil temperature probe will be attached to a ¼ inch wooden stake and pushed about 1 inch below the soil surface.

Sampling Protocol

Sites will be visited every three weeks (May through November) for one day of discrete gas flux sampling and porewater collections. Discrete greenhouse gas fluxes from the marsh will be measured using a portable gas analyzer. The discrete gas measurements involve placing portable plastic chambers over PVC rings/bases installed into the soil at each site (Figure 4). The bases are pushed approximately 4 inches below the soil surface and stick-up approximately 4 inches above the soil surface. Three bases will be installed at each site in the spring and will be removed at the conclusion of the study. One set of porewater samplers (plastic tubing attached to a metal

screened tip) will be inserted 0.5 to 3 feet below the sediment surface at the gas flux measuring site. Porewater samplers will be installed at three depths and will stick up approximately 18 inches out of the ground where they will be bundled and capped with a one inch diameter two foot long PVC cap between sampling; they will be installed in the spring and will be removed at the conclusion of the study.

Site Access

The general study area will be accessed by foot from main roads and paths. At specific collection sites, where wells and gas flux bases are installed, we would like to add a short (10-20 foot) section of raised planking and a 4 foot by 4 foot platform (Figure 5, Figure 6) to minimize disturbance to the marsh surface that may occur with repeat visits. This will also reduce sampling artifacts that may result from soil surface disturbance. These will be removed at the conclusion of the study.

Site	Status	Latitude	Longitude	LOT_ID
West Falmouth	Proposed	41.601431°	-70.637617°	24A 05 009B 000
Woods Hole	Proposed	41.529478°	-70.670106°	49A 04 056A 000

Table 2. Summary of Installations Proposed					
Installation	Location	Size	Deployment Duration	Equipment/ Instrument	Parameter Measured
PVC Well	Marsh/ Groundwater	Depth: 3 ft. Height: 2-5 ft. Width: 1 in. Qty: 2	April – December 2021-2023	In-Situ AquaTroll- 200	Conductivity, temperature, depth
Narrow stake and well mount	Marsh/ Atmospheric	Depth: 1 in. Height: 24 in. Width: 5 in. Qty: 2	April – December 2021-2023	HOBO soil/air temperature logger	Temperature
Porewater samplers: metal screen/plastic tubing	Marsh/ Groundwater	Depth: 2 ft. Height: 2 ft. Width: 1 ft. Qty: 6	Entire Project	YSI ProPlus (discrete measurements)	DIC, DOC, CH ₄ , sulfide, sulfate, chloride, alkalinity
PVC Collars	Marsh	Depth: 4 in. Height: 4 in. Width: 24 in Qty: 6	Entire Project	Portable Gas Analyzer (not left on site)	CO ₂ /CH ₄ Gas
Platform	Marsh	Length: 4 ft. Width: 4 ft. Qty: 2	Entire Project	Milk crates, coated lobster traps, wood	For accessibility and prevent path making
Planking	Marsh	Length: 10-20 ft. Width: 2 ft. Qty: 2	Entire Project	Milk crates, wood	For accessibility and prevent path making

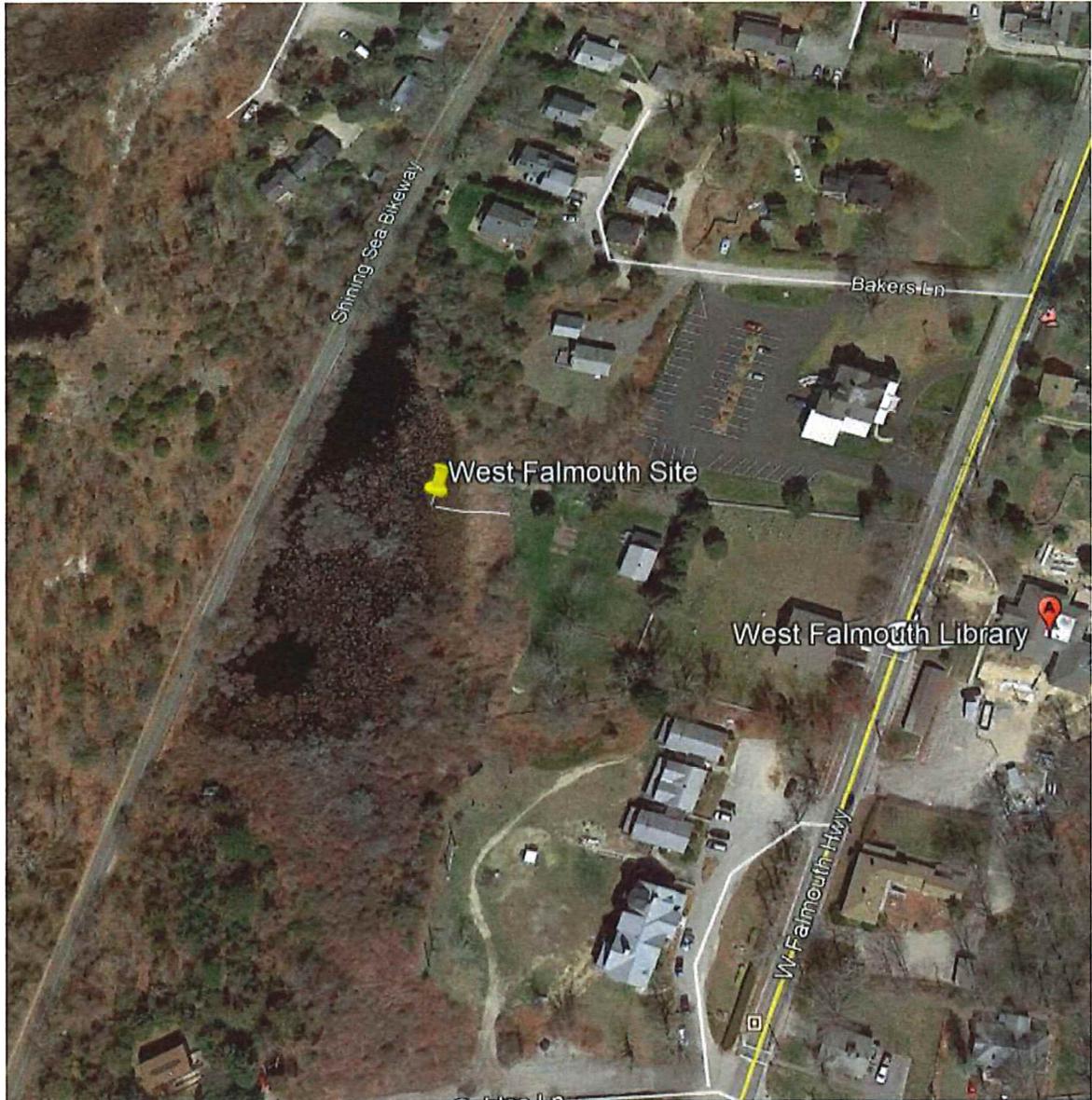


Figure 1. West Falmouth PROPOSED field site



Figure 2. Woods Hole PROPOSED field site



Figure 3. Groundwater well



Figure 4: 24-inch PVC rings installed 4 inches into the sediment surface



Figure 5. Existing board walk at Sage Lot Pond at WBNERR in Mashpee



Figure 7. 4 foot by 4 foot platform for sampling access

k. Approve application for MVP grant funding for “Falmouth Coastal Sewer Infrastructure Vulnerability Improvements”

Diane Davidson

From: Julian Suso
Sent: Tuesday, April 20, 2021 2:17 PM
To: Diane Davidson
Subject: FW: MVP Planning Grant Application for Falmouth Coastal Sewer Infrastructure Vulnerability Improvements - Feasibility Study

From: Amy Lowell <amy.lowell@falmouthma.gov>
Sent: Friday, April 16, 2021 3:56 PM
To: Peter McConarty <peter.mcconarty@falmouthma.gov>; Jennifer Lincoln <jennifer.lincoln@falmouthma.gov>; Julian Suso <julian.suso@falmouthma.gov>; Peter Johnson-Staub <peter.johnson-staub@falmouthma.gov>; Jennifer Mullen <jennifer.mullen@falmouthma.gov>
Cc: Charles McCaffrey <charlesmccaffrey@icloud.com>
Subject: MVP Planning Grant Application for Falmouth Coastal Sewer Infrastructure Vulnerability Improvements - Feasibility Study

Hello,

Last year, we applied for an MVP grant for a Woods Hole Sewer Force Main Relocation Evaluation. The application was not successful; feedback from the program reviewers was that it was a good and applicable project, but that the reviewers did not feel that the bypass design should have been included, and that that application did not sufficiently discuss nature-based solutions.

I have begun working with GHD to prepare an MVP grant application again this year (application deadline is May 7th). I am envisioning an expanded scope for this project application, to encompass all of the wastewater infrastructure identified as vulnerable in the Woods Hole Group (WHG) Vulnerability Assessment and Surf Drive Study. The WHG Vulnerability Assessment identified 4 sewer lift stations in the top 20 most vulnerable building/structure town assets and the Woods Hole sewer force main under the bike path as one of the top 10 most at-risk town assets overall. In addition, the WHG Vulnerability Assessment and Surf Drive Study also identified the residential sewer mains in Woods Hole and in the Surf Drive neighborhood as highly vulnerable.

The goal of the project for which we'd be applying would be to build upon the Woods Hole Group studies by conducting engineering evaluations of specific options to reduce vulnerability (for example, grinder pump wastewater collection in parts of Woods Hole; dry waterproofing of the Water Street lift station, etc) and preparing preliminary cost estimates for those options.

I want to make sure that this is not seen as a conflict with any other town application, and that there would be support within the Town for this application.

Last year, we received letters of support for our application from the Conservation Commission, the Coastal Resiliency Action Committee and the Select Board. Can we expect to be able to receive those again for this application?

Please email or call with any questions.

Thank you

Amy

Amy Lowell

Wastewater Superintendent
416 Gifford Street
Falmouth, MA 02540
(508) 457-2543 x 3018
amy.lowell@falmouthma.gov

#3. SPECIAL EVENTS

Requests for Waiver/Reduction of Special Event Permit Fee

Board of Selectmen
Fee Waiver Policy
-Adopted February 11, 2016

I. General Fee Waiver Policy (excluding Special Events Fees)

It is the policy of the Town of Falmouth to consistently and equitably implement the annual schedule of fees; however, there may arise from time-to-time unique circumstances in which fees may be waived.

Fee Waivers shall be granted by the Town Manager only as follows:

- Municipal and School Projects: Town Projects in which the procurement and solicitation documents clearly indicate in the bidding process prior to the opening of the price proposals that fees shall be waived.

Private non-profit agencies presenting a case for a unique public benefit may seek a waiver of fees subject to staff review and approval by the Board of Selectmen. These agencies should contemplate up to a two-month review and approval period. To be eligible for a waiver of fees, the private non-profit shall exhibit that it offers a unique public benefit at no charge to the public or provides a service to the Town Residents, particularly the neediest of our residents. Affordable Housing projects that are required to prepare a development pro forma to receive permits or grants will not be considered unless they provide 100% affordable housing and the development fees and profit are limited to below 20% of the project cost.

Inspection fees and fees associated with direct service or material costs will not be waived.

II. Special Events Fees and Use Charges Policy

Public amenities in the Town of Falmouth such as parks, facilities, special open spaces and public ways have been developed for the use and enjoyment of the public. Special events fees and use charges have been established with an understanding that these fees and charges relate to the cost of supporting the facility for such events. Special events may limit access to the public, may only be available to the public willing to pay a fee for the use and enjoyment of the facility/event, and for some events the general public may be prohibited from accessing the facility during the approved Special event.

BOS Fee Waiver Policy (continued)

Daily Fees:

The daily fee established shall be charged for each day the Special event has been granted use and enjoyment of the facility. Set up and break down days will be charged the daily fee.

Recurring Events:

Recurring one-day events (more often than four times a year) will be charged the full fee for at least the first and the last day of the scheduled event. Any consideration for a waiver is as described below.

Fee Waivers:

The Town will waive daily fees for special events sponsored by established Village associations, the Falmouth Fireworks Committee, the Falmouth Chamber of Commerce, Falmouth VIPS, Falmouth Public Schools, Falmouth Academy, or the Town of Falmouth. With the exception of School or Town events, fees will not be waived for any events that have limited public access or charge an admission fee.

Fee waivers can also be granted, upon request, by the Town Manger under the following conditions:

- An event providing broad community benefit and sponsored for charitable purposes may request a fee waiver. The Sponsor must present a letter of request including financial documentation verifying that all net event fees collected will be directed to a specific charitable purpose.

Any recurring events may be granted a discount up to 75% of the daily charge (excluding the required first and last days) upon application to the Board of Selectmen. The Board will consider the cost of maintenance of the facility, the public benefit of the event, and the public disruption caused by the event.

All events will carry any necessary insurance and supply bonds as required for the event.



TOWN OF FALMOUTH

Office of the Town Manager & Select Board
59 Town Hall Square, Falmouth, Massachusetts 02540
Telephone (508) 495-7320
Fax (508) 457-2573
www.falmouthma.gov

Instructions for applying for a special event in the Town of Falmouth:

1. Complete the application and attach the following (at least 60 days in advance of event):
 - a. Narrative describing the event
 - b. Route map, or sketch of event location
 - c. Sign application, photo/sketch of sign(s) including dimensions, and location
2. For use of Marina Park, Bandshell or Falmouth Heights Ball Field, contact the Recreation Department first at (508) 457-2567 for availability and to reserve the space.
3. Forward the complete application to the Office of the Town Manager/Select Board. Include a \$10.00 filing fee (please make check payable to the Town of Falmouth).
4. The application is reviewed by the Town Manager's Internal Working Group for Special Events (which is made up of representatives of town departments and public safety). You will either be invited to attend the working group meeting, or members of the working group will review the application and contact you with any questions.
5. The recommendation of the Working Group is presented to the Select Board, and the Select Board will discuss and vote to approve during one of its meetings.
6. After approval by the Select Board, a notification will be emailed to you. The permit will be issued to you upon receipt of all fees and required documents.

FILING FEE: \$10.00

SPECIAL EVENTS PERMIT FEES:

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

Road Races (by distance):

Less than 5K:	Up to 49 people	\$50/day
	50 – 300 people	\$150/day
	300+ people	\$250/day
5K up to 10K:	Up to 49 people	\$150/day
	50 – 300 people	\$200/day
	300+ people	\$350/day
10K – Marathon:	Up to 49 people	\$200/day
	50 – 300 people	\$250/day
	300+ people	\$450/day

Use of Town Beaches for Weddings/Ceremonies, Resident	\$75.00
Use of Town Beaches for Weddings/Ceremonies, Non-Resident	\$150.00
Use of Town Beach Parking Lots, Resident	\$75.00
Use of Town Beach Parking Lots, Non-Resident	\$150.00

DEPOSIT: \$300.00 minimum

#3. SPECIAL EVENTS

Requests for Waiver/Reduction of Special Event Permit Fee:

- a. Approve request for a reduction of the special event permit fee for Sunday Worship Services – John Wesley United Methodist Church – Surf Drive Beach



John Wesley United Methodist Church

270 Gifford Street, Falmouth, MA 02540

Rev. Rebecca Mincieli
Cell: (508) 776-1374
Email: PastorRebecca@comcast.net

Office: (508) 548-3050
Email: jwumcfalmouth@comcast.net
Website: www.johnwesleyumc.org



Special Events Internal Working Group/
Falmouth Board of Selectmen
Falmouth Town Hall
59 Town Hall Square
Falmouth, MA 02540

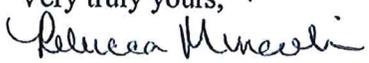
March 7, 2021

Dear Madams and Sirs:

On behalf of the John Wesley United Methodist Church, I am writing to ask your approval to use Surf Drive Beach again this summer to hold a brief non-denominational worship service on Sunday mornings. Last year you gave us approval during the pandemic, based on our adherence to safety protocols. Likewise, this year we will adhere to whatever protocols are mandated by the town and state at the time of the services. I have communicated with Maggie Clayton, acting Beach Superintendent, and she fully supports our services. As we have done the previous six summers, we would gather every Sunday from 7:30am-8:00am. Our first service would be on July 5th and run through September 5th. I understand that there is a potential of having the Falmouth Triathlon and Falmouth Road Race. If that is approved, we would not hold services on July 11th or August 15th.

I would also ask the Board of Selectmen for a fee waiver under the Fee Waiver Policy, where recurring events are granted a discount up to 75% of the daily charge, excluding the first and last days. We have received this waiver the past five years, based on the fact that this service provides a broad community benefit, and there is no additional cost to the town, as the beach attendant is already at the beach prior to our service and we leave prior to the opening of the parking lot. If there is no Triathlon or Road Race, this would be a total of 10 Sundays, so with the first and last days being $\$75 \times 2 = \150 , plus 75% reduction of the remaining 8 days, ($\$18.75 \times 8 = \150), our total would be \$300.00. If these events do take place, this would be a total of 8 Sunday, so with the first and last days being $\$75 \times 2 = \150 , plus 75% reduction of the remaining 6 days, ($\$18.75 \times 6 = \112.50), our total would be \$262.50. And finally, if there is only one event, our total would be \$281.25. Attached is our application form.

Thank you very much for your consideration. If I can provide additional information, please don't hesitate to contact me.

Very truly yours,

Rev. Rebecca Mincieli



**TOWN OF FALMOUTH
SPECIAL EVENT PERMIT**

EVENT NAME Sunday Worship Services

NAME Rev. Rebecca Mincieli, John Wesley United Methodist Church

MAILING ADDRESS 270 Gifford Street, Falmouth, MA 02540

EVENT DAY & DATE Sundays, July 4, 2021 – September 5, 2021
(TBD: July 11, 2021 and/or August 15, 2021)

RAIN DATE None.

EVENT LOCATION Surf Drive Beach and Parking Lot

EVENT TYPE Sunday Worship Services

ARRIVE/DEPART 7:15 a.m./8:15 a.m. **EVENT HOURS** 7:30 a.m. – 8:00 a.m.

NUMBER OF ATTENDEES 60+ **NUMBER OF VEHICLES** 20+

CONDITIONS:

1. A Beach Department employee will open the gate to Surf Drive parking lot at 7:15 a.m. to allow parishioners into the lot to park and then will let the group out at 8:15 a.m. and lock the gate when everyone has exited the lot.

COVID-19 CONDITIONS:

1. Everyone to maintain social distancing, six feet apart, unless they live in the same household.
2. Everyone must wear masks to the beach.
3. Everyone to bring their own chair and not use the picnic tables.
4. Everyone to leave immediately following the service.

PERMIT FEE \$600.00 (8 days x \$75.00/day) **FILING FEE** \$10.00

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

SELECT BOARD:

b. Approve request for a reduction of the special event permit fee for Falmouth Farmers Market – Marina Park

Falmouth Farmers' Market
PO Box 179
Falmouth MA 02541



Re: Falmouth Farmers' Market Fee Exemption Request for 2021

April 13, 2021

Dear Members of the Select Board,

The Falmouth Farmers' Market is respectfully submitting it's Special Events Fee Waiver Request for 2021.

As you know, the Farmers' Market has grown into a thriving Thursday afternoon community event at Marine Park. We strive to be good neighbors and stewards of the Park while creating a space for local farms, agricultural, and food businesses can interact directly with the people eating their foods.

The 2020 season unfolded in the midst of the coronavirus pandemic. For COVID related safety reasons, we redesigned our layout with vendors along the Scranton Ave side of the park, except for the two vendors needing electricity, which were placed near the electrical panel. This layout allowed us to have ample spacing between each vendor, spacing for waiting patrons and created a unidirectional walking path. We placed prepared foods near the exits and asked that all food be taken for consumption offsite.

We were so happy to be able to provide an outside food shopping venue during a time when many of our neighbors were uncomfortable with shopping inside. And our loyal patrons - and many new patrons - donned their masks, came out to shop, and were thankful and patient when lines formed. There was cheerful banter from 6 feet apart while our farmers and vendors provided individual service to each person, keeping safely distanced.

As we predicted, our SNAP bonus program helped many more of our neighbors access healthy local foods in 2020. With the support of the Martha's Vineyard Bank Charitable Foundation, the Woods Hole Foundation, the Cape Cod Hunger Network and SustainableCAPE, we were able to provide a bonus of up to \$10 per week per farmers market customer who was using SNAP benefits. This year the bonus amount alone came to over \$3000. The thanks received from those who had been hard hit by the economic effects of the pandemic was heartwarming.

In partnership with Farming Falmouth, the Share Your Bounty program collected extra produce from our neighbor's gardens. Those donations, in addition to the donations from our farmers and vendors, provided the Falmouth Service Center with 2 tons of fresh produce for local distribution to those in need.

The Falmouth Farmers' Market is a non-profit organization with an all-volunteer board with one paid employee, our on-site Market Manager. We are attaching our Profit and Loss Statement for 2020. The market's operating income is based on vendor fees and donations.

In the past we have paid \$200, in addition to maintaining the Harbormaster's Office Garden (weeding, amending soil, adding plants each year). We hope that this arrangement can continue for the upcoming year.

We feel that the Market is a special part of the town of Falmouth and hope that you recognize this as well. We look forward to working with you for another successful season.

Sincerely,

Lindsey Close, President
Falmouth Farmers' Market

Falmouth Farmers Market Profit & Loss Report 2020

Income

Vendor Fees	\$5,920.00	
Misc. Donations		
Grants	\$8,289.00	* see narrative below
Total Income	\$14,209.00	

Expenses

Town of Falmouth permits	\$210.00
Insurance	\$1,209.00
Payroll (Payroll, taxes & fees)	\$5,165.01
EBT/SNAP fees	\$1,187.14
Holiday Market (porta-potty)	\$252.45
Telephone	\$1,007.99
Website hosting, domain fees, etc.	\$489.08
Commonwealth of MA Annual Report	\$15.00
Memberships	\$319.00
Accounting services	\$280.00
Post Office Box Rental	\$134.00
Harbormaster garden supplies	\$95.00
Misc. Marketing Supplies (Signs, fliers etc)	\$531.36
SNAP bonus program	\$1,744.00
Stanchions, Tent, Grass friendly spray paint	\$632.39
	\$13,271.42

Total **\$937.58**

We were very fortunate to receive a number of grants to help us through the 2020 season. We had fewer vendors than years past, so our income was significantly lower. Grant funding covered a near \$1000 increase in our payroll, as we brought on extra help, the SNAP fees doubling as our volume doubled, new equipment for processing SNAP, signage and stanchions for COVID safety at the market as well as the direct bonus program that matches up to \$10 for SNAP purchases made at the market. We have \$1000 in reserve from these 2020 grants to start the SNAP bonus program for the 2021 season.



**TOWN OF FALMOUTH
SPECIAL EVENT PERMIT**

NAME Falmouth Farmer's Market

MAILING ADDRESS P.O. Box 179, Falmouth, MA 02541

EVENT DAY & DATE Thursdays, May 27, 2021 – October 7, 2021
+ Tuesday, November 23, 2021 (Holiday Market - 11:00 – 3:00)

RAIN DATE Thursday, October 14, 2021

EVENT LOCATION Marina Park

EVENT TYPE Farmer's Market

SET-UP ARRIVAL TIME 10:00 a.m. **EVENT HOURS** 12:00 noon – 6:00 p.m.

NUMBER OF ATTENDEES ~ 100 **# OF VEHICLES** ~ 70

ADDITIONAL DETAILS Request access to public restrooms, water and electricity. 10x10 tents, folding chairs. Public restrooms not available 11/23/21; organizer to provide porta-potty. Falmouth Farmer's Market COVID-19 Safety Plan is attached.

NOTE: *Event staff and participants to follow the social distancing, wearing of masks and other safety standards per the Governor's COVID-19 Order in place at the time of the event.*

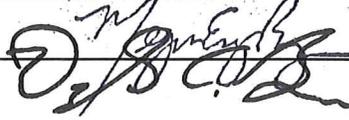
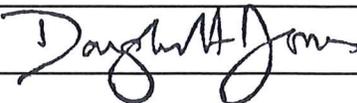
CONDITIONS:

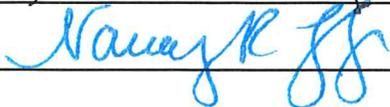
1. *Parking Option A (attached) with rotation as recommended by the Parks Superintendent.*
2. *Parking on the lawn, during or immediately after a rain event, may be prohibited by the Parks Superintendent*
3. *The parking area is to be marked off and monitored by the Farmer's Market.*
4. *Parking placards are to be issued for either Marina Park Lawn or Gus Canty parking.*
5. *Repair and maintenance requested by the Parks Superintendent shall be undertaken immediately at the expense of the Farmer's Market.*
6. *Event organizers to police the area following event to ensure any litter or debris is cleared.*
7. *Contact Inspectional Services Department for tent permit and inspection.*
8. *Contact Fire Department if any cooking equipment is to be used on site.*
9. *Vendors to contact Health Department 3 weeks before event for food permit and to schedule inspections.*

PERMIT FEE \$4,200.00 (21 x \$200/day) **FILING FEE** \$10.00

DEPOSIT \$1,000.00 *(Deposit refundable at conclusion of event provided that no litter or damage has occurred)*

SELECT BOARD:

The Falmouth Farmers Market seeks a special event permit for the 2021 season beginning on Thursday May 27 and running each Thursday through October 7. We also ask for Tuesday, November 23 for our holiday market.

For COVID related safety reasons in the 2020 season, we redesigned the layout with vendors along the Scranton Ave side of the park, except for the two vendors needing electricity, which were placed near the electrical panel. This layout allowed us to have ample spacing between each vendor, spacing for waiting patrons and created a unidirectional walking path. We placed prepared foods near the exits and asked that all food be taken for consumption offsite.

As 2021 unfolds, we are hoping to use the same layout again this year, as physical distancing may still be required. I've included a site plan from last year, please note the vendor list on this map was for illustrative purposes only.

We were so happy to see our SNAP bonus program help our neighbors access healthy local foods in 2020. With the support of the Martha's Vineyard Bank Charitable Foundation, the Woods Hole Foundation, the Cape Cod Hunger Network and SustainableCAPE, we were able to provide a bonus of up to \$10 per week per farmers market customer who was using SNAP benefits. This year the bonus amount alone came to over \$3000.

Further, our partnership with our farmers and vendors and Farming Falmouth and the Falmouth Service Center in the "Share Your Bounty" program provided over 2 tons of fresh produce to the Service Center for distribution to our neighbors in need.

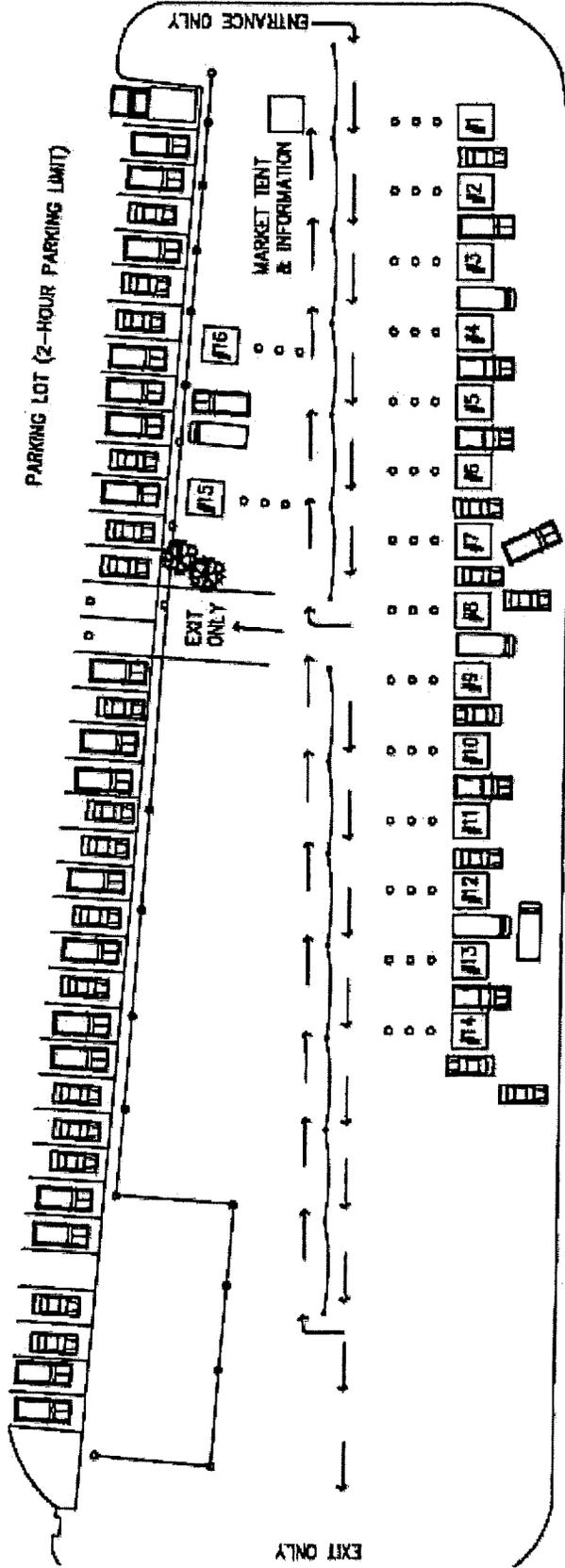
We thank you for your consideration and I am happy to answer any questions you may have.

Sincerely,

Lindsey Close
President, Board of Directors
Falmouth Farmers Market

VENDOR LOCATER

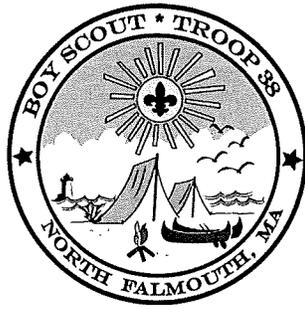
- #1 TINA'S TERRIFIC PLANTS
- #2 CUPCAKE CREATIONS
- #3 PEACHTREE CIRCLE FARM
- #4 MOONLIGHT ROSE FARM
- #5 CAPE COD WINERY
- #6 PARIAN DOG FARM
- #7 OLIO DI MELLI
- #8 ALLEN FARM
- #9 MY SMOKEHOUSE
- #10 LILAC HEDGE FARM
- #11 SILVERBROOK FARM
- #12 SILVERBROOK FARM
- #13 LARAS CUISINE
- #14 PAIN D'AMIGNON
- #15 DONIDE THIAGO
- #16 MICHAEL'S DONUTS



FALMOUTH FARMER'S MARKET 2020

SCRANTON AVENUE

- c. Approve request for a waiver/reduction of the special event permit fee for Boy Scout Troop 38 – Marina Park



November 2, 2020

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

Dear Select Board,

Thank you for considering this Special Permit application for the use of the Falmouth Marina Park by BSA Troop 38. We normally meet in the cafeteria at the North Falmouth Elementary School on Tuesday nights but have been unable to do so due to the COVID-19 pandemic. Use of the Marina Park will give us a regular place to meet outdoors to be active, learn skills and plan camping trips, activities, and service projects. In March, we moved to having meetings online and the attendance dropped significantly over a couple months. We resumed in-person meetings in September and the participation recovered almost to pre-COVID levels. It is a great opportunity to get the boys outside when many spend so much time inside on their electronic devices. We also understand the importance of following the Public Health Guidance and Directives to prevent the spread of the virus.

The local Scouting programs are run entirely by volunteers. We fundraise to help Scouts "pay their own way" in the program. However, with the COVID-19 restrictions, there have not been as many opportunities to have fundraisers. The Scouts are also very active in the community, participating in food drives, litter cleanups, conservation projects and Eagle Scout service projects. For these reasons, I would like to request that any fees be waived for the use of the park.

Sincerely,

A handwritten signature in black ink, appearing to read "Ed Bruce".

Ed Bruce, Scoutmaster



**TOWN OF FALMOUTH
SPECIAL EVENT PERMIT**

EVENT NAME Boy Scouts of America Troop 38 Meetings

NAME Edward Bruce, Scoutmaster

MAILING ADDRESS 19 Pilot Way, East Falmouth, MA 02536

EVENT DAY & DATE Tuesday evenings, April 13, 2021 to June 29, 2021

RAIN DATE None.

EVENT LOCATION Bandshell, Marina Park

EVENT TYPE BSA weekly meetings

SET-UP/BREAK DOWN TIMES _____ EVENT HOURS 6:00 pm – 8:00 pm

NUMBER OF ATTENDEES 20-35 # OF VEHICLES 5-7

ADDITIONAL DETAILS Requests use of lights on stage. Requests use of restrooms at Harbormaster Office, if available.

BSA Troop 38 COVID-19 Safety Plan is attached.

NOTE: Event staff and participants to follow the social distancing, wearing of masks and other safety standards per the Governor's COVID-19 Order in place at the time of the event.

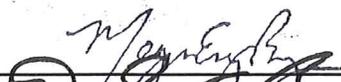
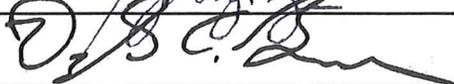
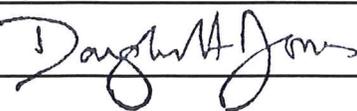
CONDITIONS:

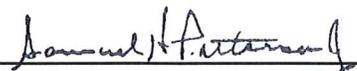
1. Contact Harbormaster for use of restrooms.
2. Call Recreation Department (508) 457-2567 to arrange to pick up key (at Recreation Department, 790 Main Street), by Friday before event to access electricity to Bandshell.
3. Organizers to check Bandshell/Marine Park area following event to remove any litter and debris.

PERMIT FEE \$25.00/day FILING FEE \$10.00

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

SELECT BOARD:




d. Approve request for a waiver/reduction of the special event permit fee for Falmouth Art Market – Marina Park



April 9, 2021

Town of Falmouth
Office of the Town Manager & Selectmen
59 Town Hall Square
Falmouth, MA 02540

Dear Selectmen,

The Falmouth Cultural Council manages the Falmouth Art Market at Marina Park during July and August. In previous years we have requested a waiver and would like to do the same for this up coming summer season..

The Art Market is a non-profit group. Vending fees are passed on to the council in order to provide scholarships to artist and to support cultural events in the community.

We hope you will consider our request.

Thank you,
Jane Parhiala,
Falmouth Cultural Council, Chair



**TOWN OF FALMOUTH
SPECIAL EVENT PERMIT**

EVENT Falmouth Art Market

NAME Falmouth Cultural Council, Jane Parhiala

MAILING ADDRESS 59 Town Hall Sq., Falmouth, MA 02540

EVENT DAY & DATE Thursdays: July 1, 2021 – August 26, 2021

RAIN DATE None.

EVENT LOCATION Marina Park (Bandshell Side)

EVENT TYPE Art Market – Craft Sales

SET-UP/BREAK-DOWN TIME 9:30 / 6:00 EVENT HOURS 12:00 p.m. – 5:00 p.m.

NUMBER OF ATTENDEES 20 -25 # OF VEHICLES 20-25 vendors

ADDITIONAL DETAILS Use of electricity at bandshell for music. Use of restrooms at Harbormaster office for vendors. Tents and chairs.
Falmouth Art Market COVID-19 Safety Plan is attached.

NOTE: Event staff and participants to follow the social distancing, wearing of masks and other safety standards per the Governor's COVID-19 Order in place at the time of the event.

CONDITIONS:

1. Vendors to drop off and shuttle to/from Gus Canty Recreation Center parking lot.
2. Four spaces available for vendor parking on grass area behind Bandshell.
3. Vendor parking plaques will be placed on vendors' vehicles.
4. Assigned location for parking vendor vehicles.
5. Contact Inspectional Services Department for permit for tents over 400 sq. ft.
6. All areas to be checked for cleanliness following event.

PERMIT FEE 9 days x \$200/day = \$1,800.00 FILING FEE \$10.00

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

SELECT BOARD:

Megyn Engley
D. B. C. B.
Danahill Jones

Samuel H. Attarouni
Nancy R. Johnson

Special Events 2021

Falmouth Art Market

180 Scranton Ave.
Falmouth Harbor at the Bandshell

There will be 20 to 25 10'x10' tents facing the bandshell spaced in a horseshoe lay out with one foot between each tent. Each vendor is responsible for their own sales.

There will be musical entertainment by local artists from 2pm to 4pm. We have 2 sandwich boards, 20"x 41" and 24"x 68" advertising the Art Market which are placed on the park grounds along Scranton Ave. and a banner 3'x 6' which is tied onto the banister of the band stand. Also, 4 or 5 smaller signs 18'x 23' which will be placed around the town with the necessary permission. All signs will be removed at the end of the day.

Jane Parhiala

Falmouth

ART MARKET

Modified Event with detailed
Covid-19 safety Plan

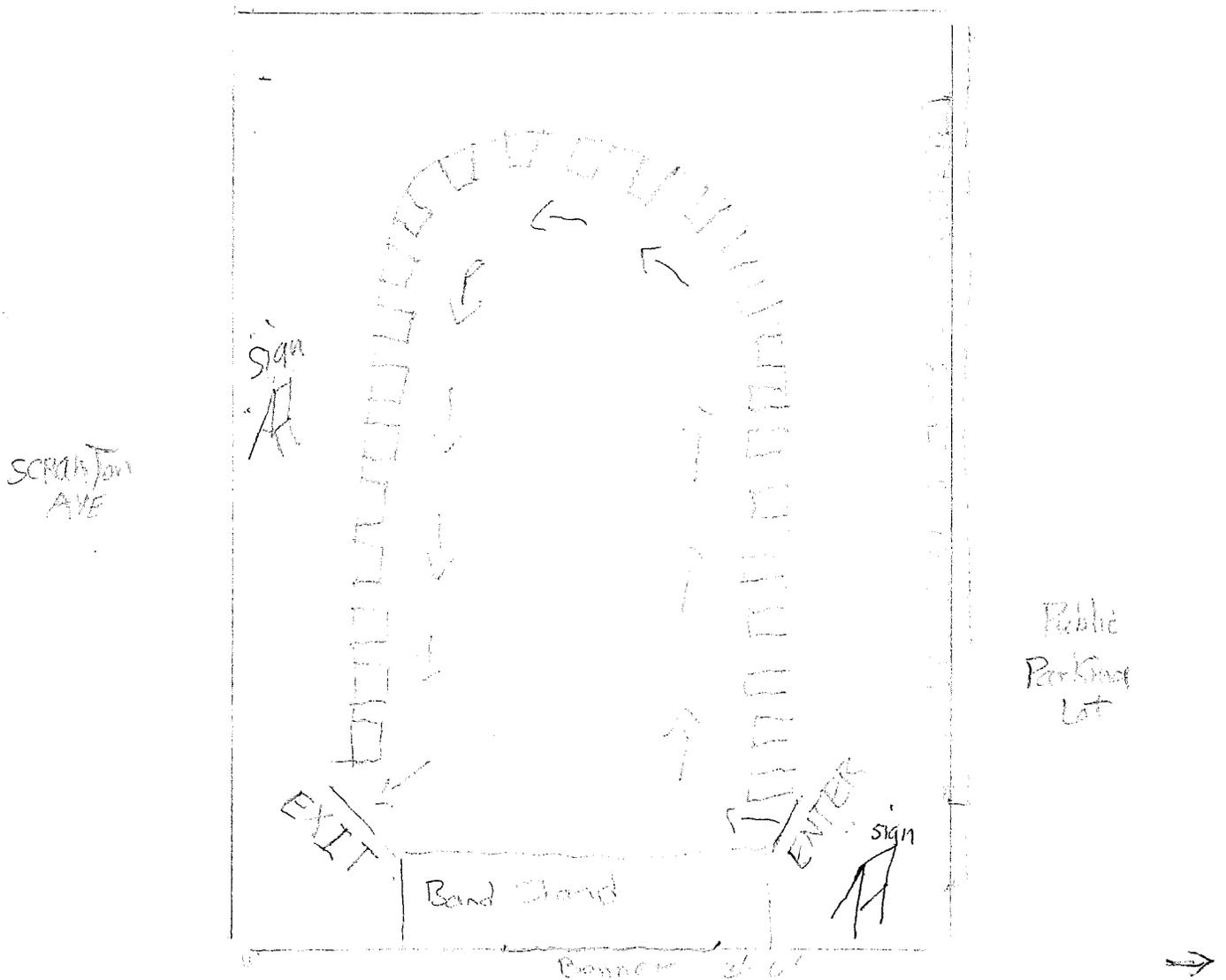
All vendors will be required to wear masks
and to have hand sanitizers at their tents

There will be a specific ENTER LOCATION + EXIT

The shoppers will be following ARROWS leading them
in one direction only. 10-15 people will be
allowed at one time. Respecting social distancing.

A person will be chosen to oversee the event
and make sure all regulations are obeyed.

We will follow all regulations set up the Town
and The State.



There will be 20-25 Tents 10'x10' spaced one foot apart. Each vendor is responsible for ~~the~~ sales of their artwork.

There will be music entertainment by local musicians from 2pm - 4pm

We have 2 sandwich boards approx. 20" x 40" and 24" x 68"

4 to 5 smaller signs 18" x 23" will be placed area the area with the necessary permission.

We close at 5pm and are out of the park between 6⁰⁰pm + 6:30pm.

Jane Pashicola

Feb 12, 2021

Falmouth
Art Market

2019



TOWN OF FALMOUTH SPECIAL EVENT PERMIT

EVENT Falmouth Art Market

NAME Falmouth Cultural Council, Jane Parhiala

MAILING ADDRESS 59 Town Hall Sq., Falmouth, MA 02540

EVENT DAY & DATE Thursdays: June 13 – August 29, 2019

RAIN DATE None.

EVENT LOCATION Marina Park (Bandshell Side)

EVENT TYPE Art Market – Craft Sales

SET-UP/BREAK-DOWN TIME 10:00 / 6:00 EVENT HOURS 12:00 p.m. – 5:00 p.m.

NUMBER OF ATTENDEES 20 -25 # OF VEHICLES 20-25 vendors

ADDITIONAL DETAILS Use of electricity at bandshell for music. Use of restrooms at Harbormaster office for vendors. Tents and chairs.

CONDITIONS:

1. Vendors to drop off and shuttle to/from Gus Canty Recreation Center parking lot.
2. Four spaces available for vendor parking on grass area behind Bandshell.
3. Vendor parking plaques will be placed on vendors' vehicles.
4. Assigned location for parking vendor vehicles.
5. Contact Inspectional Services Department for permit for tents over 400 sq. ft.
6. All areas to be checked for cleanliness following event.

Permit fee reduced to \$300 (\$100 1st, \$100 last, \$100) by B.O.S. 4/22/19.

PERMIT FEE ~~12 days x \$200/day = \$2,400.00~~ FILING FEE \$10.00

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

BOARD OF SELECTMEN:

[Signature]
[Signature]
[Signature]

[Signature]
[Signature]