

#3. SPECIAL EVENTS

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)



**TOWN OF FALMOUTH
SPECIAL EVENT PERMIT**

EVENT NAME World Tai Chi and Qi Gong Day

APPLICANT NAME Cape Cod Guang Ping Tai Ji Quqn Club, Cliff Genge

MAILING ADDRESS 60 Rockville Ave., Teaticket, MA 02536

EVENT DAY & DATE Saturday, April 24, 2021

RAIN DATE None.

EVENT LOCATION Marina Park (Bandshell side)

EVENT TYPE Perform Tai Chi Forms

EVENT HOURS 9:30 am – 11:00 am **SET-UP / BREAK DOWN** _____

NUMBER OF ATTENDEES 30 - 40 **# OF VEHICLES** 25 - 30

ADDITIONAL DETAILS Perform Tai Chi in celebration of World Tai Chi Day. No charge for event.

Copy of COVID-19 safety plan and signage 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. *Event organizer to check area following the event to clean up any litter or debris.*

PERMIT FEE \$25.00 **FILING FEE** \$10.00

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

Administratively approved on 4/21/20.

SELECT BOARD:

Description of Club and Purpose of Event

The **Cape Cod Guang Ping Tai Ji Quan Club** is a small group of mostly seniors who practice Tai Chi in Falmouth. We are a non-profit, all volunteer organization that has been teaching and practicing the skills and techniques of the martial art for over 25 years. Members of the Club practice Tai chi primarily as an exercise for health and wellness. Practiced slowly, it increases strength, balance and coordination; practiced with total body relaxation and no force, it promotes better circulation and calms the mind. Studies by Tufts University, John Hopkins University, Harvard University, University of California, the Oregon Research institute and numerous others have demonstrated that it increases flexibility, strength, balance and coordination and is a benefit to cardio vascular health, pain, stress and anxiety. It has been effective in improving arthritis, high blood pressure, multiple sclerosis, Parkinson's disease, memory loss, stamina, arthritis, stroke, bone density, hypertension, sleep problems, anxiety, depression and fibromyalgia along with many other health issues.

World Tai Chi and Qi Gong Day is a day of global good will celebrated every year on the last Saturday in April and brings hope and healing to people of different cultures and religion in all corners of the world. It starts in New Zealand at 10:00 AM local time. From there it will spread its wave of calm and healing from time zone to time zone around the globe on all continents, all 50 states and in 80 countries through local events starting at 10:00 AM local time. It concludes with the final events in Hawaii. We have participant in the celebration of World Tai Chi and Qi Gong Day since 2005. We are will celebrate World Tai Chi and Qi Gong Day as we have since 2005 Tai Chi by performing the Quang Ping Yang Taji Ji style form at 10 AM 2/24/21.

As we are non-profit and do not charge for this event we would request a waiver of the events fees.

Cape Cod Guang Ping Tai Ji Quan Club

Protocol for World Tai Chi & Qi Gong Day – April 24, 2021

1. Participants: Must wear a mask. Must social distance 6 feet apart. Maximum groups shall not exceed 25. If more participate in an exercise other groups must be formed and must be separated by 14 feet.
2. Guests: Must wear a mask. Must social distance 6 feet apart.
3. Beach chairs for household groups or those that routinely are in close contact in their normal interactions may be set up together but must be set up at a minimum distance of 6 feet from other groups.
4. Disinfectants are available at shell perimeter
5. Bottled water is available at shell perimeter
6. Signs are positioned around perimeter of field indicating guidelines for activity attendees.
7. Equipment used by activity organizers will be disinfected between users

The activity will comply with the Guidelines established by the March 27, 2021, & Amended April 2, 2021 Massachusetts Workplace Safety and Reopening Standards for Business and Other Entities Providing Youth and Adult Amateur Sports Activities – Phase IV, Step 1

World Tai Chi & Qi Gong Day

April 24, 2021

Must wear a mask

Must social distance 6 feet apart

Maximum groups shall not exceed 25

Groups must be separated by 14 feet

Beach chairs for household groups or those that routinely are in close contact in their normal interactions may be set up together but must be set up at a minimum distance of 6 feet from other groups

Sanitizer is available at shell perimeter

Bottled water is available at shell perimeter

(Sign for event)

Club Banner to be displayed in front of shell

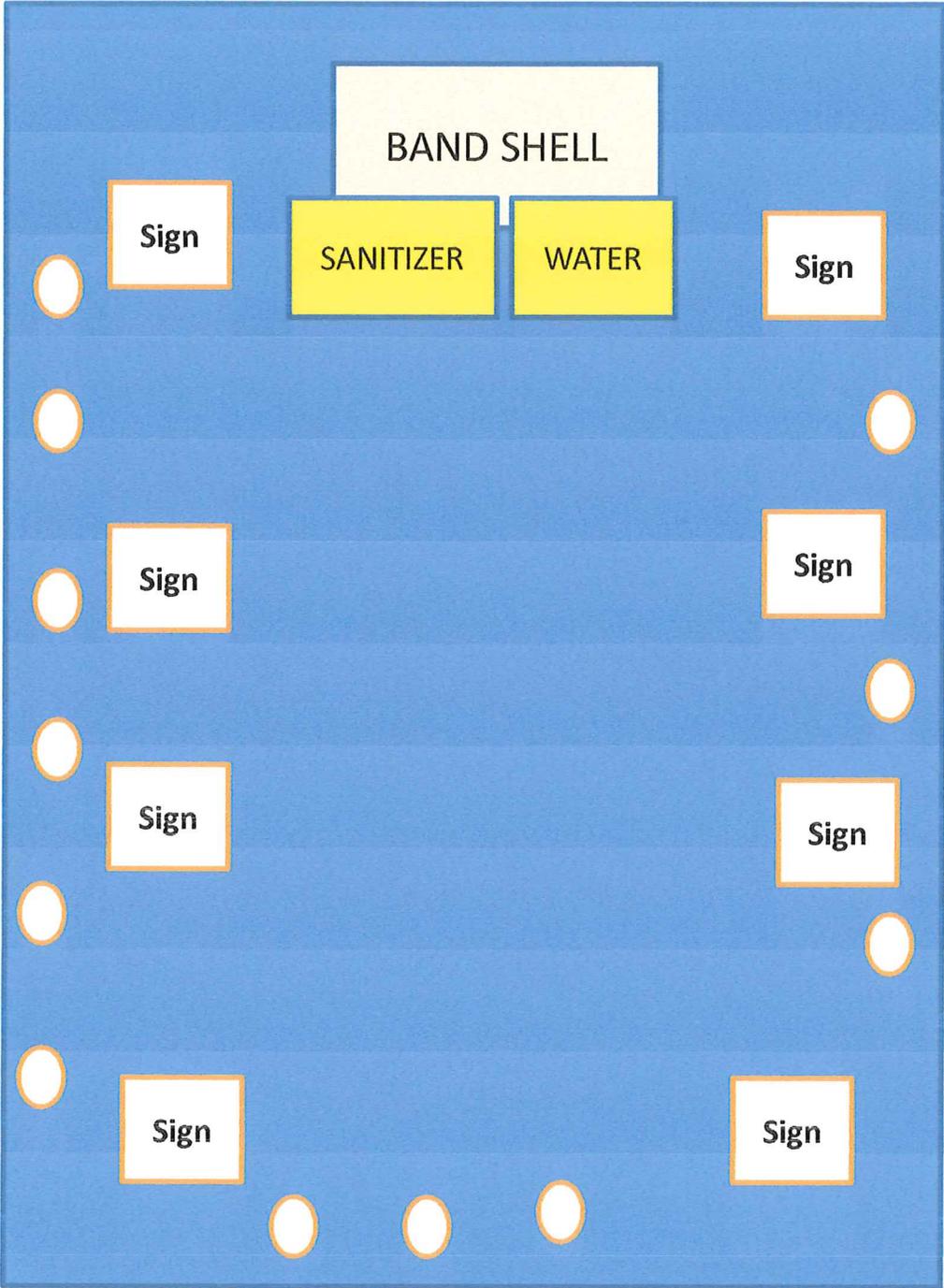
3' x 5'



Cape Cod Guang Ping Tai Ji Quan Club

廣
平
太
極
拳

Bigelow Marine Park
Not to scale



Chair

Diane Davidson

From: Joe Olenick
Sent: Thursday, April 15, 2021 4:31 PM
To: Diane Davidson; Boyd Demello; Brian Reid; Bruce Mogardo; Gregg Fraser; Jim Grady; Jeremiah Pearson; Julian Suso; Maggie Clayton; Melinda Rebelo; Pamela Marshall; Peter Johnson-Staub; Peter McConarty; Rod Palmer; Scott McGann; Sean Doyle; Timothy Smith
Subject: RE: Special Event Application - World Tai Chi Day

Recreation is good with this. It is an awesome event.

From: Diane Davidson <diane.davidson@falmouthma.gov>
Sent: Thursday, April 15, 2021 4:12 PM
To: Boyd Demello <boyd.demello@falmouthfirema.gov>; Brian Reid <brian.reid@falmouthpolicema.gov>; Bruce Mogardo <bruce.mogardo@falmouthma.gov>; Diane Davidson <diane.davidson@falmouthma.gov>; Gregg Fraser <gregg.fraser@falmouthma.gov>; Jim Grady <jim.grady@falmouthma.gov>; Jeremiah Pearson <jeremiah.pearson@falmouthma.gov>; Joe Olenick <joe.olenick@falmouthma.gov>; Julian Suso <julian.suso@falmouthma.gov>; Maggie Clayton <maggie.clayton@falmouthma.gov>; Melinda Rebelo <melinda.rebelo@falmouthpolicema.gov>; Pamela Marshall <pamela.marshall@falmouthma.gov>; Peter Johnson-Staub <peter.johnson-staub@falmouthma.gov>; Peter McConarty <peter.mcconarty@falmouthma.gov>; Rod Palmer <rod.palmer@falmouthma.gov>; Scott McGann <scott.mcgann@falmouthma.gov>; Sean Doyle <sean.doyle@falmouthpolicema.gov>; Timothy Smith <timothy.smith@falmouthfirema.gov>
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Please review the application and provide your comments/recommendations by Wednesday, April 21.

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*

Diane Davidson

From: Brian Reid
Sent: Friday, April 16, 2021 9:00 AM
To: Diane Davidson
Cc: Sean Doyle
Subject: RE: Special Event Application - World Tai Chi Day

No objection from Police.

Captain Brian L. Reid

Operations Division
Falmouth Police Department
750 Main Street
Falmouth, MA 02540
Office 774-255-4527 Ext. 4502
Fax 508-457-2566
brian.reid@falmouthpolicema.gov

CONFIDENTIALITY NOTICE: This communication and any accompanying document(s) are confidential and privileged. They are intended for the sole use of the addressee. If you receive this transmission in error, you are advised that any disclosure, copying, distribution, or the taking of any action in reliance upon the communication is strictly prohibited. If you are not the intended recipient and have received this communication in error, please contact the sender immediately and delete the original message. Thank you.

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Thank you,

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Diane S. Davidson
Office Manager/Licensing

Diane Davidson

From: Boyd Demello
Sent: Wednesday, April 21, 2021 7:31 AM
To: Diane Davidson; Brian Reid; Bruce Mogardo; Gregg Fraser; Jim Grady; Jeremiah Pearson; Joe Olenick; Julian Suso; Maggie Clayton; Melinda Rebelo; Pamela Marshall; Peter Johnson-Staub; Peter McConarty; Rod Palmer; Scott McGann; Sean Doyle; Timothy Smith
Cc: Boyd Demello
Subject: RE: Special Event Application - World Tai Chi Day

Diane,
No Fire Department issues

Boyd W. DeMello
Fire Prevention Inspector
Falmouth Fire Rescue Department
boyd.demello@falmouthfirema.gov
508-495-2534 - Office
774-836-2436 - Cell Phone

CONFIDENTIALITY NOTICE: This message is privileged and confidential for the addressee(s) named above. If you are not the intended recipient, you are prohibited from disseminating, using, or copying the contents and should notify the sender immediately that you received this message in error.

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Thank you,

Diane Davidson

From: Maggie Clayton
Sent: Friday, April 16, 2021 2:45 PM
To: Joe Olenick
Cc: Diane Davidson; Boyd Demello; Brian Reid; Bruce Mogardo; Gregg Fraser; Jim Grady; Jeremiah Pearson; Julian Suso; Melinda Rebelo; Pamela Marshall; Peter Johnson-Staub; Peter McConarty; Rod Palmer; Scott McGann; Sean Doyle; Timothy Smith
Subject: Re: Special Event Application - World Tai Chi Day

No comments/concerns from the Beach Dept.

Best,

Maggie Clayton
Acting Beach Superintendent
Town of Falmouth
(774)392-6900

On Apr 15, 2021, at 4:31 PM, Joe Olenick <joe.olenick@falmouthma.gov> wrote:

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Thank you,

Diane

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**



TOWN OF FALMOUTH

Office of the Town Manager & Selectmen

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

LIQUOR LICENSE HEARING

Notice is hereby given under Chapter 138 of the General Laws, as amended, that Chapoquoit Grill, Inc. has applied for an Alteration of Premises of its All Alcoholic Common Victualler License located at 410 West Falmouth Highway, West Falmouth, MA.

A hearing will be held in the Selectmen's Meeting Room, Falmouth Town Hall* on Monday, April 26, 2021 at 7:30 p.m. on the above application.

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. **See Select Board NOTICE of MEETING for April 26, 2021 to be posted on the Town of Falmouth website, www.falmouthma.gov, Agenda Center, on April 22, 2021 at 4:00 PM for detailed participation information.*

Per order of the Select Board

LICENSING BOARD

Megan E. English Braga
Douglas C. Brown
Douglas H. Jones
Samuel H. Patterson
Nancy R. Taylor

Publication date: Friday, April 16, 2021; Falmouth Enterprise

Alteration of Premises/Change of Location Checklist

This application will be returned if the following documentation is not submitted:

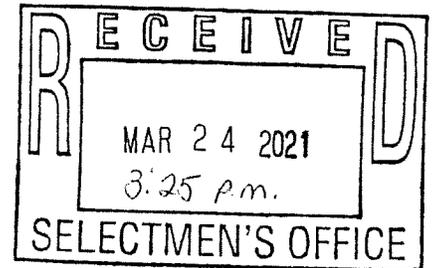
- Monetary Transmittal Form showing \$200.00 fee paid to the Commonwealth of Massachusetts or the ABCC
- Application (www.mass.gov/abcc)
- Newspaper Advertisement (prepared by the Town)
- Abutter Notification
- Floor Plan
- Description of Premises (Current & Alteration)
- Lease or Deed
- Vote of Corporate Board
- Supporting Financial Records
 - A \$50.00 Filing Fee made payable to the Town of Falmouth
 - A \$50.00 Advertising Fee made payable to the Town of Falmouth
 - A hearing before the Board of Selectmen *April 26*

Please refer to website: www.mass.gov/abcc

1. Click on Alcoholic Beverages Retail Licenses
2. Click on Amend a Retail License
3. Click on Alteration of Premises or Change Location
4. Click on Alteration of Premises/Change Location Application
5. Download the Application
6. Save to your computer
7. Complete the Application, Save, Print, Sign
8. Attach all required documents and submit entire package to the Board of Selectmen's Office

AMENT KLAUER LLP

Attorneys at Law
39 Town Hall Square
Falmouth, MA 02540



Robert H. Ament, Esq.
Kevin P. Klauer II, Esq.
Matthew M. Terry, Esq.

Telephone (508) 540-6555
Fax (508) 457-1293
Website: www.amentklauer.com

March 24, 2021

VIA HAND DELIVERY

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



PAID

\$50.00 ck 4834
\$50.00 ck 4835

Re: Alteration of Liquor License Premises
Chapaquoit Grill, Inc., 410 West Falmouth Highway

Dear Ms. Downey:

Enclosed please find the following with respect to the proposed alteration of the premises for the liquor license held by Chapaquoit Grill, Inc.:

- 1) ABCC Application for Alteration of Premises;
- 2) Corporate Vote;
- 3) Floor Plan;
- 4) Lease of Premises;
- 5) Retail Alcoholic Beverages License Application Monetary Transmittal Form for Amendment-Change or Alteration of Premises and receipt;
- 6) Check for \$50.00 made payable to the Town of Falmouth representing the filing fee; and
- 7) Check for \$50.00 made payable to the Town of Falmouth representing the advertising fee;

Please schedule this matter on the Selectmen's agenda as soon as possible. If you require additional information, please do not hesitate to contact our office.

Very truly yours,

A handwritten signature in black ink, appearing to read "Kevin P. Klauer II".

Kevin P. Klauer II, Esq.

KPK/
Enclosures



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
 www.mass.gov/abcc

AMENDMENT-Change or Alteration of Premises Information

Change of Location

- Chg of Location/Alteration of Premises Application
- Financial Statement
- Vote of the Entity
- Supporting financial records
- Legal Right to Occupy
- Floor Plan
- Abutter's Notification
- Advertisement

Alteration of Premises

- Chg of Location/Alteration of Premises Application
- Financial Statement
- Vote of the Entity
- Supporting financial records
- Legal Right to Occupy
- Floor Plan
- Abutter's Notification
- Advertisement

1. BUSINESS ENTITY INFORMATION

Entity Name	Municipality	ABCC License Number
Chapaquoit Grill, Inc.	Falmouth	00102-RS-0390

Please provide a narrative overview of the transaction(s) being applied for. Attach additional pages, if necessary.

The applicant seeks to amend the existing license to include the outdoor seating that has been temporarily allowed due to COVID on a more permanent basis. More specifically, he has proposed relocating 30 of the existing interior seats to outdoor dining during the warmer months.

APPLICATION CONTACT

The application contact is the person who should be contacted with any questions regarding this application.

Name	Title	Email	Phone
Kevin P. Klauer II, Esq.	Attorney	kevin@amentklauer.com	508-540-6555

2. ALTERATION OF PREMISES

2A. DESCRIPTION OF ALTERATIONS

Please summarize the details of the alterations and highlight any specific changes from the last-approved premises.

The applicant seeks to expand the area of the license to include outdoor seating that has been temporarily allowed due to COVID.

2B. PROPOSED DESCRIPTION OF PREMISES

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

The licensed area will include the existing layout of the restaurant as well as the delineated outdoor space, all as shown on the attached plan.

Total Sq. Footage	6280	Seating Capacity	102	Occupancy Number	102
Number of Entrances	5	Number of Exits	5	Number of Floors	1

AMENDMENT-Change or Alteration of Premises Information

3. CHANGE OF LOCATION

3A. PREMISES LOCATION

Last-Approved Street Address	N/A
Proposed Street Address	N/A

3B. DESCRIPTION OF PREMISES

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

N/A

Total Sq. Footage		Seating Capacity		Occupancy Number	
Number of Entrances		Number of Exits		Number of Floors	

3C. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises. (E.g. Deed, lease, letter of intent)

Please indicate by what means the applicant has to occupy the premises

Lease

Landlord Name G.M. Leone Corp.

Landlord Phone 772-559-1596

Landlord Email gretcheneleone@gmail.com

Landlord Address P.O. Box 403, West Falmouth, MA 02574

Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

Will the Landlord receive revenue based on percentage of alcohol sales? Yes No

APPLICANT'S STATEMENT

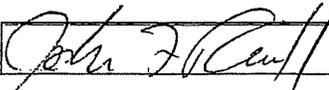
I, John F. Reid, Jr. the: sole proprietor; partner; corporate principal; LLC/LLP manager
Authorized Signatory
of Chapaquoit Grill, Inc.
Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature:



Date:

3-17-2021

Title:

President

CORPORATE VOTE

The Board of Directors or LLC Managers of
Entity Name

duly voted to apply to the Licensing Authority of and the
City/Town

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on
Date of Meeting

For the following transactions (Check all that apply):

- Alteration of Licensed Premises
- Change of Location
- Other

"VOTED: To authorize
Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

A true copy attest,


Corporate Officer / LLC Manager Signature

JOHN F. REID, JR.
(Print Name)

For Corporations ONLY

A true copy attest,


Corporation Clerk's Signature

JOHN F. REID, JR.
(Print Name)

COPY

LEASE

This Lease entered into this 30th day of June, 2014, by and between G.M. Leone Corp., a Massachusetts corporation, having a mailing address at P.O. Box 403, West Falmouth, Massachusetts 02574 (the "Lessor"), and John Reid, Jr. of Falmouth, Massachusetts, (the "Lessee").

It is hereby mutually agreed as follows:

1. Premises. The Lessor does hereby lease to the Lessee and the Lessee does hereby lease from the Lessor the premises ("Premises") described in Exhibit "A" attached hereto.

2. Term. The term of this Lease shall be ten (10) years commencing on May 1, 2015 and ending on April 30, 2025.

3. Rent. The Lessee shall pay to the Lessor rent as follows:

a. The rent for the first Lease year May 1, 2015 to April 30, 2016, will be [REDACTED] monthly provided, however, that the monthly rent for January, February, and March, 2016 will be the amount of [REDACTED]

b. The rent for the next twelve month term commencing May 1, 2016 and ending April 30, 2017, as follows:

i. For the months of January, February, and March, 2017, the monthly rent shall be [REDACTED]

ii. For the remaining nine months of said one year term the monthly rent shall be increased by three percent [REDACTED] to the amount of [REDACTED]

(iii) During each lease year of the remaining ten (10) year term, commencing May 1, 2017, the months of January, February and March, 2018, will be subject to a one and one-half (1½%) increase each year and the remaining nine months shall be subject to a three percent (3%) increase each year.

4. Security Deposit. The Lessee has paid to the Lessor the amount of [REDACTED], which shall be held as security for the Lessee's performance of the terms, covenants and conditions hereof. The Lessor shall

hold such security deposit in a bank or mutual fund money market account, interest to be credited to the Lessee. At the expiration of the term hereof, subject to the Lessor's right to apply such deposit and interest herein, the balance of such deposit and interest shall be returned to the Lessee.

5. Use of Leased Premises. The Lessee shall use the leased Premises only for the following purposes:

a. Areas 1 and 2 shall be used only for the conduct of a restaurant/lounge business, and access to Area 2 shall only be through Area 1. Lessee shall not serve breakfast or any other meal before 11:00 a.m.

b. Area 3 shall be used only for office purposes and any change of that space to retail or other use must be approved by the Lessor in writing in advance.

c. The Lessor shall not suffer or permit any third party to use, or consent to the use or occupancy of any part of the Shopping Center as a restaurant or lounge; except that Lessor may permit the use and occupation of one (1) store within the Shopping Center as a breakfast, sandwich, dairy and ice cream shop.

6. Use of Name. The Lessee is presently conducting its restaurant business under the name "Chapaquoit Grill," however, it may change its business name during the term of this Lease so long as the name as changed shall clearly indicate the conduct of a restaurant business at the Leased Premises. It is further understood that the right to use the name "Chapaquoit Grill" for the conduct of a restaurant/lounge or the name of the business as changed as aforesaid, shall revert to the Lessor or its nominee, successors, or assigns upon termination hereof. The Lessee, upon termination of this Lease for any reason, shall be deemed to have assigned all rights to its business name "Chapaquoit Grill" or any changed name and Lessee shall not thereafter be involved in any restaurant using such, "Chapaquoit Grill" or the named changed, anywhere within fifty (50) miles of the Premises, for so long as such name is used in a restaurant operation at the Premises.

7. Appurtenant Rights.

7.1 Common Area. During the term of this Lease, Lessor grants to Lessee and its agents, employees, customers and persons doing work for or business with Lessee, in common with other tenants of the Shopping Center, and their agents,

employees, customers, and persons doing work for or business with such tenants, the right to use that part of the Shopping Center consisting of, but not limited to, the parking areas, sidewalks and lighting facilities, if any, but excluding space in buildings designated for rental for commercial or residential purposes, and further excluding streets and alleys maintained by a public authority. Lessor, at its expense, shall maintain and keep in good condition and repair, and free of snow, ice, refuse and other obstructions, all portions of the Common Area, including the "Parking Areas," as hereinafter defined.

7.2 Parking. Lessor shall provide and maintain, as part of the common area, parking areas, approaches, entrances, exits, sidewalks, and means of ingress and egress to and from the adjoining public roads (hereinafter "Parking Areas"). There shall be no fewer than sixty-one (61) parking spaces designated by painted lines in the Parking Areas. During the Lessee's business hours, as such may be, from time to time, and for one hour thereafter, Lessor shall, at its expense, cause the Parking Areas to be adequately illuminated by floodlights as presently installed, to be maintained by Lessor in good condition and repair. Lessee, its agents, employees, customers, and persons doing work for or business with it shall have the right to use without charge the Parking Areas, but only in connection with use of the Premises for a restaurant/lounge. The Lessee shall not allow or permit automobiles or trucks to block access to any of the approaches, entrances, exits, roadways, service roads, and means of ingress and egress. Parking for all delivery vehicles shall be restricted to the space inside the painted parking lines designated for such delivery vehicles.

7.3 Use of Dumpsters. Lessee shall have the right to the use of the dumpsters presently provided by Browning-Ferris, and located at the south end of the rear parking lot, to dispose of Lessee's rubbish and garbage resulting from Lessee's ordinary restaurant operations, however, Lessee shall not deposit any grease in said dumpster, nor shall Lessee allow its waste to be placed or deposited elsewhere on the Shopping Center grounds. Lessee shall pay to the Lessor an amount equal to fifty percent (50%) of the charges for one of the dumpsters (presently Browning-Ferris account No. 1-0485-9638404) within ten (10) days from the date of receipt of such dumpster use bill.

8. Signs.

8.1 Shopping Center Sign. Lessor has installed within the Shopping Center one large wooden sign advertising the entire Shopping Center and Lessee's business therein. Said sign shall be maintained in good order and repair and illuminated after sunset during Lessee's business hours at the sole cost and expense of Lessor. Lessee's name shall be placed on said sign in a position and with lettering at least equal in size, type and prominence to that of any other lessee in the Shopping Center whose name is also placed thereon.

8.2 Lessee Signage. Lessee shall have the right to erect and maintain at its own expense, illuminated or nonilluminated signs advertising its business (hereinafter "Lessee Signage"), provided such Lessee Signage does not violate any governmental law, ordinance or regulation. Lessor shall cooperate with Lessee in securing building and other permits and authority necessary therefor. Notwithstanding the foregoing, to ensure uniformity in design and type of signs placed in and about the Shopping Center, Lessee agrees that it will not erect any Lessee Signage without the Lessor's approval as to type and design, and location, which approval shall not be unreasonably withheld.

9. Compliance With Laws. The Lessee acknowledges that no trade or occupation shall be conducted on the Premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law or any municipal by-law or ordinance in force of the Town of Falmouth.

10. Fire Insurance. The Lessee shall not permit any use of the Premises which will make voidable any insurance on the property of which the Premises are a part, or on the contents of said property or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association or any similar body succeeding to its powers. The Lessee shall on demand reimburse the Lessor, and all other tenants, all extra insurance premiums caused by the Lessee's use of the Premises.

11. Repair and Maintenance.

11.1 Structural Repairs and Maintenance; Septic System. Lessor shall, at its expense, repair and maintain in good order and condition the structural portions of

the Building, including, but not limited to, the exterior walls (but in no event to include interior decoration or painting of said walls), the foundations, the roof, gutters and down spouts. The cost of maintaining or replacing the septic, waste disposal and grease trap system servicing the Premises shall be apportioned so that the Lessee shall be responsible for all costs of such maintenance or replacement provided that the Lessor shall pay fifteen percent (15%) of any repair or maintenance charge for the septic system serving the Chapaquoit Grill, and provided further, that the Lessee shall submit all charges for repair and maintenance in advance to the Lessor for its approval in writing. It is agreed that the Lessee shall be solely responsible for the maintenance, repair and replacement, if necessary, of the water heater serving the Premises.

11.2 Maintenance of Premises. The Lessee agrees to maintain the Premises in the same condition as they are at the commencement of the term or as they may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty only excepted, and whenever necessary, to replace plate glass and other glass therein, acknowledging that the Premises are now in good order and the glass whole. The Lessee shall not permit the Premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste, and shall be responsible for an repair any blockage of pipes, damage or breakage of plumbing, overloading of wiring, or breakage of windows or doors caused by Lessee or vandalism. The Lessee shall save the Lessor harmless from all loss and damage occasioned by the use or escape of water or by the bursting of pipes, as well as from any claim or damage resulting from neglect in not removing snow and ice from the sidewalks bordering upon the Premises, or by any nuisance made or suffered on the Premises.

12. Utilities.

12.1 Utility Systems. The Lessor shall provide and maintain in good order and condition all electrical wiring and plumbing facilities serving the Premises (not including the heating, ventilation and air conditioning systems, for which maintenance and repair Lessee shall be responsible), all subject to interruption due to any accident, to the making of repairs, alterations or improvements, to labor difficulties, to trouble in obtaining fuel, electricity service or supplies from the sources from which they are

usually obtained for said building, or to any cause beyond the Lessor's control.

12.2 Utility Charges. Lessee shall pay for all gas, electricity, fuel and like utilities used or consumed in or upon the Premises, including the operation of the heating, air-conditioning and sprinkler systems for the Premises. It is further agreed and understood that the cost of water shall be apportioned so that the Lessee shall be responsible for eighty-five percent (85%) of the cost of the water, and the Lessor fifteen percent (15%) of the cost thereof, in accordance with the Town of Falmouth Water Department Bill No. 05-0216, service 00305, and the Lessee agrees to pay its proportionate share of the cost of water within ten (10) days from the date of receipt of each water bill.

13. Alterations-Additions. The Lessee shall not make structural alterations or additions to the Premises, but may make non-structural alterations provided the Lessor consents thereto in writing, which consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at Lessee's expense and shall be in quality at least equal to the present construction. Lessee shall not permit any mechanics' liens, or similar liens, to remain upon the Premises for labor and material furnished to Lessee or claimed to have been furnished to Lessee in connection with work of any character performed or claimed to have been performed at the direction of Lessee and shall cause any such lien to be released of record forthwith without cost to Lessor. Any alterations or improvements made by the Lessee, and all fixtures and equipment installed in the Premises, including any electrical fixtures affixed to the interior walls, floors, or ceilings of the Premises, shall be the property of Lessor at the termination of occupancy as provided herein.

14. Assignment-Subleasing. The Lessee shall not assign or sublet the whole or any part of the Premises without Lessor's prior written consent. Notwithstanding such consent, Lessee shall remain liable to Lessor for the payment of all rent and for the full performance of the covenants and conditions of this Lease.

15. Subordination. This Lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the Premises are a part, and the

Lessee shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Lease to said mortgages, deeds or trust or other such instruments in the nature of a mortgage. A notice of lease shall not be recorded at the Registry of Deeds.

16. Lessor's Access. The Lessor or agents of the Lessor may, at reasonable times, enter to view the Premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as Lessor should elect to do and may show the Premises to others, and at any time within six (6) months before the expiration of the term, may affix to any suitable part of the Premises a notice for letting or selling the Premises or property of which the Premises are a part and keep the same so affixed without hindrance or molestation.

17. Insurance.

17.1 Lessor Insurance. Lessor shall at its expense keep the building insured against loss or damage by fire or other casualty in an amount not less than eighty percent (80%) of the actual replacement cost (exclusive of the cost of excavation, foundations and footings) of the building. Lessor shall provide a copy of such policy to the Lessee.

17.2 Lessee Insurance. The Lessee shall maintain with respect to the Premises and the property, of which the Premises are a part, comprehensive public liability insurance in the amount of One Million Dollars (\$1,000,000.00) with property damage insurance in the amount of Fifty Thousand Dollars (\$50,000.00) in responsible companies qualified to do business in Massachusetts and in good standing therein, insuring the Lessor as well as Lessee against injury to persons or damage to property as provided. The Lessee shall deposit with the Lessor certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be cancelled without at least ten (10) days prior written notice to each assured named therein. Lessee shall also maintain and provide Lessor satisfactory evidence of workers' compensation insurance.

18. Indemnification. Except as otherwise provided herein, each party hereby

agrees to indemnify and save the other party harmless from and against all claims, demands, liabilities, losses, costs, expenses and judgments of any nature arising, or alleged to arise, from or in connection with (i) any injury to, or the death of, any person or loss or damage to property in the Shopping Center arising from or connected with the use of the Premises by each such party, or (ii) the performance of any labor or services or the furnishing of any materials or other property in respect of the Shopping Center, or any part thereof, by or at the request of each such party. Each party will, by counsel designated by such party, defend any action, suit or proceeding brought against the other party by reason of any such occurrence. Notwithstanding the foregoing, each party shall have no duty to indemnify and save the other party harmless against any claim, demand, liability, loss, cost, expense, or judgment arising from or based upon any act, omission, fault, negligence, or misconduct of such other party or its contractors, licensees, servants, agents, or employees.

19. Fire, Casualty and Eminent Domain. Should a substantial portion of the Premises or of the property of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the Lessor may elect to terminate this Lease. When such fire, casualty, or taking renders the Premises substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and the Lessee may elect to terminate this Lease if:

- a. The Lessor fails to give written notice within thirty (30) days of intention to restore Premises, or
- b. The Lessor fails to restore the Premises to a condition substantially suitable for their intended use within ninety (90) days of said fire, casualty, or taking.
- c. The Lessor reserves, and the Lessee grants to the Lessor, all rights which the Lessee may have for damages or injury to the Premises for any taking by eminent domain, including all fixtures and equipment installed in the Premises.

20. Default And Bankruptcy

In the event that Lessee shall default in the payment of any installment of rent or other sums herein provided for, and said default shall continue for thirty (30) days, or if Lessee shall default in the observance or performance of any other of Lessee's covenants,

agreements, or obligations hereunder, and such default shall continue for thirty (30) days or if Lessee shall be declared bankrupt or insolvent according to the law, or shall enter an assignment for the benefit of creditors, then Lessor shall have the right thereafter to enter and take complete possession of the Leased Premises, and to terminate this Lease and/or remove the property of Lessee, without prejudicing any other remedies available under this Lease or at law for arrears of rent or other damages.

21. Lessor's Remedies

In the event of any such default or breach by Lessee, Lessor may at any time thereafter, with or without notice or demand and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such default or breach:

a. Sell at public or private sale all or any part of the goods, chattels, fixtures and other personal property belonging to Lessee which are or may be put into the Premises during the term of this Lease, whether exempt or not from sale under execution or attachment; it being agreed that said property shall be at all times bound with a lien in favor of Lessor and shall be chargeable for all Rent and for the fulfillment of the other covenants and agreements herein contained and apply the proceeds of such a sale, first, to the payment of all costs and expenses of conducting the sale or caring for or storing said property; second, toward the payment of any indebtedness, including, without limitation, indebtedness for Rent which may be or may become due from Lessee to Lessor; and third, to pay to Lessee, on demand in writing, any surplus remaining after all indebtedness of Lessee to Lessor has been fully paid.

b. Perform, on behalf and at the expense of Lessee, any obligation of Lessee under this Lease which Lessee has failed to perform and of which Lessor shall have given at least five (5) days notice (except in the case of emergency, in which event no such notice shall be required), the cost of which performance by Lessor, together with interest therein at the Default Rate at the rate of six percent (6%) per annum from the date of such expenditure, shall be deemed Additional Rent and shall be payable by Lessee to Lessor upon demand. ✓ 128

c. Subject to the rights afforded to Lessee pursuant to applicable laws, re-enter and repossess the Premises, by summary proceedings or otherwise, and

remove Lessee and all other persons and property from the Premises, and store such property in a public warehouse or elsewhere at the cost of for the account of Lessee without Lessor being deemed guilty of trespass or conversion or becoming liable for any loss or damage occasioned thereby.

d. Declare the entire balance of the Rent, and all other amounts to be paid by Lessee hereunder for the remainder of the Term to be due and payable immediately, and collect such balance in any manner not inconsistent with applicable law.

e. Terminate this Lease by giving notice of such termination to Lessee, which termination shall be effective as of the date of such notice or any later date thereof specified by Lessor in such notice; provided, that, without limiting the generality of the foregoing provisions, Lessor shall not be deemed to have accepted any abandonment or surrender by Lessee of all or any part of the Premises or Lessee's leasehold estate under this Lease unless Lessor has so advised Lessee expressly and in writing, regardless of whether Lessor has re-entered or relet any or all of the Leased Premises or exercised any or all of Lessor's other rights under this Lease or applicable law.

f. In Lessor's own name, or otherwise, relet any or all of the Premises with or without any additional premises, for any or all of the remainder of the Term or, if this Lease has then been terminated, any or all of the period which would, but for such termination, have constituted the remainder of the Term, or for a period exceeding such remainder, on such terms and subject to such conditions as are acceptable to Lessor (including, by way of example rather than of limitation, the alteration of any or all of the Premises in any manner which, in Lessor's judgment, is necessary or desirable in connection with such reletting, and the allowance of one or more concessions or free-rent or reduced-rent periods), and collect and receive the rents thereof. Lessee shall pay to Lessor, at the times and in the manner specified by the provision of this Lease (unless Lessor has elected to accelerate Rent as provided above in subparagraph (d), in which event Lessee shall be obligated to pay such accelerated amount as provided in such subparagraph) the cost to Lessor of any such reletting (including, by way of example rather of limitation, any attorneys' fees, leasing or brokerage commissions, repair or

improvement expenses and the expense of any other actions taken in connection with such reletting) less any monies received by Lessor with respect to such remainder from such reletting of any and all of the Premises.

g. Recover from Lessee, an amount equal to (i) all items of accrued and unpaid Rent, (ii) all reasonable expenses (including, by way of example rather than of limitation, all repossession costs, management expenses, operating expenses, legal expenses and attorneys' fees) incurred by Lessor in curing or seeking to cure any default or in exercising or seeking to exercise any of Lessor's rights any remedies under the provisions of this Lease or at law or in equity on account of any default, plus (iii) interest on all such expenses, at the Default Rate, all of which expenses and interest shall be payable by Lessee immediately on demand therefor by Lessor.

h. Any damage or loss of Rent sustained by Lessor may be recovered by Lessor, at Lessor's option, at the time of the reletting or termination, in a single action or in separate actions, from time to time, as said loss of Rent or damages shall accrue, or in a single proceeding deferred by Lessor or with jurisdiction reserved by the court.

i. The rights and remedies of Lessor under this Lease shall be deemed to be cumulative, and no one of such rights or remedies shall be exclusive at law or in equity of the other rights and remedies of Lessor on account of a default by Lessee, and the exercise of any one such right or remedy by Lessor shall not impair Lessor's standing, right or power to exercise any other right or remedy.

22. Surrender. Upon termination of this Lease, Lessee shall surrender the Premises in the same condition as they were in on the commencement date, reasonable wear and tear, and damage by fire or other casualty, excepted, or in such better or improved condition as the Premises may be put during the term of this Lease.

The Lessee shall at the expiration or other termination of this Lease remove all Lessee's goods and effects from the Premises, excluding all signs, alterations, improvements to the Premises, and fixtures and equipment affixed to the Premises. Lessee shall deliver to the Lessor the Premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Premises, in the same condition as they were at the commencement of the term, or as they

were put in during the term hereof, reasonable wear and tear and damage by fire or other casualty only excepted.

23. Entire Agreement. This Lease and any exhibits annexed hereto constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersede all proposals, negotiations and understandings of any nature whatsoever. No agreement hereafter made to change, discharge or otherwise affect this Lease in whole or in part shall be enforceable unless such agreement is in writing and signed by both parties.

24. Waiver. The failure of the Lessor at any time or times to require performance of any provisions hereto shall not affect its right at a later time to enforce the same provision contained in this lease in any one or more instances shall not be deemed to be a waiver of any other breach of the same provisions or any other provision.

25. Notice. Any notice or other communication required or permitted hereunder shall be deemed sufficiently given if delivered or if sent by registered or certified mail, postage prepaid to the other. If to Lessor, addressed to it as follows:

G.M. Leone Corp.
P.O. Box 403
West Falmouth, MA 02574

with a copy thereof to:

Roger S. Davis
DAVIS & RUBIN
300 Crown Colony Drive
Suite 504
Quincy, MA 02169-0904

and if to Lessee, addressed to it as follows:

John Reid, Jr.
Chapaquoit Grill
P.O. Box 1237
West Falmouth, MA 02574-1237

or to such other address as either party shall designate by notice to the other from time to time in accordance with the terms hereof.

26. Separability. If any provision of this Lease, or a portion of such provision, or the application thereof to any person or circumstance is for any reason held invalid or

unenforceable, the remainder of the Lease (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.

27. Captions. The captions are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Lease or the intent of any provisions thereof.

28. Governing Law. This Lease is made pursuant to, and shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts.

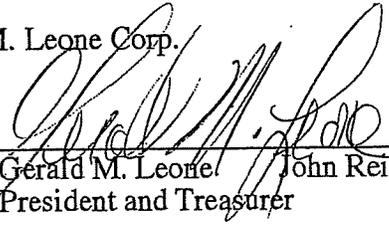
29. Counterparts. This Lease may be executed in one or more counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute but one and the same instrument.

30. Binding Effect. This Lease shall be binding and inure to the benefit of and enforceable by the respective successors and assigns of the parties hereto, where the context so admits.

31. Notice of Sale. Provided that the Lessee shall not be in default of the terms and provisions of this Lease, in the event the Lessor intends to list the Shopping Center (as described in Exhibit "A" hereto), for sale during the term hereof, it agrees to provide thirty (30) days prior notice to the Lessee. This provision shall not be construed as a right of first refusal on the part of the Lessee.

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease as of
the day and year first above executed written.

G.M. Leone Corp.

By: 

Gerald M. Leone
President and Treasurer

By: 

John Reid, Jr.



The Commonwealth of Massachusetts

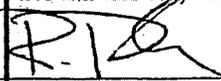
Town of FALMOUTH

New and Renewal Certificate of Inspection

In accordance with 780 CMR, Chapter 1 and Chapter 304 of the Acts of 2004 (an Act to further enhance fire and life safety), this Certificate of Inspection is issued to the premise or structure or part thereof as herein identified.

Issued to						Certificate No.
	CHAPOQUOIT GRILL					20CI/044177
Located at						Certificate Expiration
	410 WEST FALMOUTH HIGHWAY, WEST FALMOUTH					12/31/2021
Use Group Classification(s)	Basement	First Floor	Second Floor	Third Floor	Fourth Floor	Other
		A-2				
Allowable Occupant Load		Dining Rm - 76 Lounge - 26				

This Certificate of Inspection is hereby issued by the undersigned to certify that the premise, structure or portion thereof as herein specified has been inspected for general fire and life safety features. This certificate shall be framed behind clear glass and/or laminated and posted in a conspicuous place within the space as directed by the undersigned. Failure to post or tampering with the contents of the certificate is strictly prohibited.

Name of Municipal Fire Chief	Mike Small	Name of Municipal Building Commissioner	Rod Palmer, CBO 	Date of Inspection	1 / 1
Signature of Municipal Fire Prevention Officer	Boyd Demello 	Signature of Municipal Building Official	Gary Stubbins, CBO	Date of Issuance	12 29/2020

0 WEST FALMOUTH HWY 25 02 007A 000
COMMONWEALTH OF MASS LUC: 928
DIV OF CAPITAL PLAN & OPER
1 ASHBURTON PL
BOSTON, MA 02108-1518

0 WEST FALMOUTH HWY 25 02 008 000A
FALMOUTH TOWN OF LUC: 932
CONSERVATION COMMISSION
PO BOX 241
FALMOUTH, MA 02541-0241

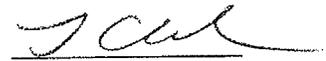
398 WEST FALMOUTH HWY 25 02 009 000
FORD TRUSTEE TOSHIE LUC: 101
OLD FALMOUTH HIGHWAY TRUST
PO BOX 495
WEST FALMOUTH, MA 02574

410 WEST FALMOUTH HWY 25 02 007 000
G M LEONE CORP LUC: 031
PO BOX 607
C/O GERALD M LEONE
CATAUMET, MA 02534

0 BOWMAN LN 25 02 008 001
MCCARTHY MICHELE LUC: 130
MCCARTHY JOHN M
PO BOX 952
W FALMOUTH, MA 02574-0952

410 WEST FALMOUTH HWY

CERTIFIED

A handwritten signature in cursive script, appearing to read 'Bruce Cabral', is written over a horizontal line.

Bruce Cabral
Assistant Assessor
Town of Falmouth, MA
March 31, 2021



Town of Falmouth Assessing Department

59 Town Hall Square, Falmouth MA 02540
Telephone: 508-495-7380
Fax: 508-495-7384

REQUEST OF CERTIFIED ABUTTERS LIST

Name of person requesting abutters list: Gabrielle

Address of person requesting abutters list: Agent Klauer LLP

Phone: 540-6555

65 Town Hall Square, Falmouth
gbruce@agentklauer.com

Abutters to (subject property):

Map 25 Section 02 Parcel 007 Lot 000 ✓
Map _____ Section _____ Parcel _____ Lot _____
Map _____ Section _____ Parcel _____ Lot _____

Lot size of subject property: 1.49 acres

Location of subject property: 410 West Falmouth Hwy ✓

Check one:

Direct abutters (includes properties across street)

Direct abutters in local Historic District (includes properties across the street) within 100'

Immediate abutters (includes only properties with a common property line)

Immediate abutters plus churches and schools within 500' ✓

Properties within 300'

Properties within 300' or abutters abutter to abutter whichever is closest

Properties within 100'

Other (specify) _____

Fee. \$25.00

Total

\$25.00

EMAIL

gbruce@agentklauer.com

RECEIVED

MAR 25 2021

Board of Assessors, Town of Falmouth

AFFIDAVIT OF NOTICE OF MAILING TO ABUTTER AND OTHERS

To the Licensing Board for the Town of Falmouth

April 23, 2021

I, Kevin P. Klauer II, hereby certify that the attached is a true list of the persons shown upon the Assessor's most recent valuation list as the owners of the property abutting the proposed location for an alcoholic beverages license at 410 West Falmouth Highway West Falmouth, MA 02540, and that no schools, churches or hospitals are located within the radius of five hundred (500) feet from said proposed location.

I also certify that the notice of this application concerning an alcoholic beverages license was given to the attached by mailing to each of them within three (3) days after publication of same, a copy of the advertisement (see attached). Also attached are the return registered receipts bearing signatures of persons receiving said notice.

Signed and subscribed to under the penalties of perjury:

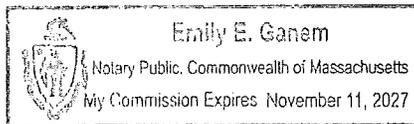


Kevin P. Klauer II, Esquire
April 23, 2021

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

On this 23rd day of April, 2021, before me, the undersigned notary public, personally appeared Kevin P. Klauer II, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed above, and acknowledged to me that he signed it voluntarily for its stated purpose.



Notary Public: Emily E. Ganem
My Commission Expires: 11/11/2027

**Falmouth Zoning Board of Appeals
Notice of Public Hearing for
May 13, 2021**

Notice is hereby given of the following **Public Hearing @ 6:30pm** and Open Meeting in the Selectmen's Meeting Room * **SEE AGENDA FOR VIRTUAL PARTICIPATION***, Town Hall on **Thursday May 13, 2021**

Application #033-21 Falmouth Housing Trust, Inc. : Applied to the Zoning Board of Appeals for a Comprehensive Permit pursuant to MGL Chapter 40B to construct three (3) affordable single family dwellings. The subject property is 55 Lewis Neck Road, East Falmouth, Ma.

Files are available in the Board of Appeals Office at Town Hall for review by interested parties

April 16, 2021

**Falmouth Zoning Board of Appeals
Notice of Public Hearing for
May 6, 2021**

Notice is hereby given of the following **Public Hearing @ 6:30pm and Open Meeting** in the Selectmen's Meeting Room * **SEE AGENDA FOR VIRTUAL PARTICIPATION***, Town Hall on **Thursday May 6, 2021**

Application #021-21 Lorian LLC: Applied to the Zoning Board of Appeals for a modification of special # 075-18 pursuant to section(s) 240-3 A. and 240-68 A(8) of the Code of Falmouth to modify previously approved plans. The subject property is 108 Gansett Road, Woods Hole, Ma.
Application #022-21 Rick A. Weissner: Applied to the Zoning Board of Appeals for a special permit pursuant to section(s) 240-68 A.(8) and 240-69 E. of the Code of Falmouth to construct an accessory structure (swimming pool) in the front yard, more than 50' from the front property line; exceeding 20% lot coverage by structures. The subject property is 12 Vernon Avenue, Falmouth, Ma.

Application #023-21 William J. and Gina C. Webber: Applied to the Zoning Board of Appeals for a special permit pursuant to section(s) 240-38 G(4)(b) of the Code of Falmouth to park a vehicle over 13,000GVW on subject property known as 47 Rockville Avenue, East Falmouth, Ma.

Files are available in the Board of Appeals Office at Town Hall for review by interested parties.

April 9, 16, 2021

Notice: Fifth Member

The Falmouth Retirement Board is seeking applicants for the position of Fifth Member to the Falmouth Retirement Board. The Falmouth Retirement Board operates in accordance with the provisions of Chapter 32 of the Massachusetts General Laws, the rules and regulations promulgated by the Public Employee Retirement Administration Commission (PERAC) as well as any rules and regulations adopted by the Falmouth Retirement Board and approved by PERAC. The Fifth Member, together with the other four members of the retirement board, are to act as fiduciaries of the Falmouth Retirement System and to perform their duties solely in the

interest of its members and their beneficiaries. The Fifth Member will be chosen by the other four members of the retirement board for a three-year term which is to begin on July 1, 2021 and will expire on June 30, 2024. The Fifth Member shall not be an employee, a retiree or an official of the Town of Falmouth or the Falmouth Housing Authority.

Interested applicants should send a letter of interest with resume, by 2:00 p.m. on **Wednesday, May 12, 2021, via email to retire@falmouthretirementma.gov** or by mail to Falmouth Retirement System, Attn: Francis St. Germaine, Director, 80 Davis Straits, Suite 102, Falmouth, MA 02540

Thank you for your attention to this matter.

Sincerely,

Francis X. St. Germaine III
Director

April 16, 23, 2021

**Town of Falmouth
Historical Commission
Public Hearing Notice**

The Falmouth Historical Commission will hold a public hearing under Massachusetts General Law Chapter 40C section 11, and Town bylaw section 7.4 as Amended on **Monday, May 3, 2021 at 6:00PM** via Virtual Zoom Meeting. See Agenda, when posted, for Zoom instructions.

Requests for Certificates of Appropriateness:

21.13 Diarmuid T. Quinn - 122 Old Main Road, Two Story Addition

On behalf of the Falmouth Historical Commission

April 16, 2021

LIQUOR LICENSE HEARING

Notice is hereby given under Chapter 138 of the General Laws, as amended, that Chapoquit Grill, Inc. has applied for an Alteration of Premises of its All Alcoholic Common Victualler License located at 410 West Falmouth Highway, West Falmouth, MA.

A hearing will be held in the Selectmen's Meeting Room, Falmouth Town Hall on Monday, April 26, 2021 at 7:30 p.m. on the above application.

*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. **See Select Board NOTICE of MEETING for April 26, 2021 to be posted on the Town of Falmouth website, www.falmouthma.gov, Agenda Center, on April 22, 2021 at 4:00 PM for detailed participation information.**

Per order of the Select Board

LICENSING BOARD
Megan E. English Braga
Douglas C. Brown
Douglas H. Jones
Samuel H. Patterson
Nancy R. Taylor

April 16, 2021

**DEPARTMENT OF ENVIRONMENTAL PROTECTION
WATERWAYS REGULATION PROGRAM**

Notice of Chapter 91 Permit Application No. W21-5963 and

401 Water Quality Certification Application Transmittal No. X286561

Applicant: Timothy Leedham, R & G Realty Trust

Project Location: Childs River off 1209 East Falmouth Highway, (East) Falmouth, Barnstable County

Public Comments Deadlines: As Specified Below

NOTIFICATION DATE: April 16, 2021

Public Notice is hereby given of the Combined Chapter 91 Permit and 401 WQC Application by the Timothy Leedham (R & G Realty Trust), to dredge 1,150 cubic yards of aquatic sediments over an approximate area of 19,900 square feet, in Flowed Tidelands of the Childs River off of 1209 East Falmouth Highway in Town of Falmouth, Barnstable County. The proposed project has been determined to be Water-Dependent.

Written comments on the 401 WQC Application must be sent within twenty-one (21) days of the Notification Date to: Alice Smith, Mass-DEP Wetlands Program, One Winter Street, 5th Floor, Boston, MA 02108. Or via email to: alice.smith@mass.gov

Written comments on the Chapter 91 Permit Application must be sent within fifteen (15) days of the Notification Date to: Ivan Morales-Parra, MassDEP Waterways Regulation Program, One Winter Street, 5th Floor, Boston, MA 02108. Or via email to: ivan.morales@mass.gov

The Department will consider all written comments on this Combined Application received by the respective Public Comments Deadlines. Failure of any aggrieved person or group of ten (10) citizens or more to submit written comments as specified above will result in the waiver of any right to an adjudicatory hearing in accordance with 310 CMR 9.13(4)(c). The group of citizens must include no less than five (5) citizens who are residents of the municipality in which the proposed project is located. A Public Hearing may be held upon request by the Municipal Official.

Additional information regarding this Combined Application may be obtained by contacting the applicable Program Staff above. Project plans and documents for the Waterways Application are on file for public viewing electronically by request to either of the applicable email addresses above. If you do not have access to email, please leave a voicemail at either of the applicable phone numbers above and you will be contacted with information on alternative options.

Please be advised that the MassDEP Boston Office is currently closed to the public and the Wetlands and Waterways Program Staff are working remotely. It is recommended that documents and correspondence be filed electronically to the applicable email addresses above when possible; documents should not be hand delivered to One Winter Street, Boston, MA until further notice.

April 16, 2021

Phyllis Downey

From: Brian Reid
Sent: Friday, April 16, 2021 9:23 AM
To: Phyllis Downey
Cc: Sean Doyle
Subject: RE: Chapoquoit Grill application for ALTERATION of PREMISES 03.24.2021.pdf

No objection from Police

Captain Brian L. Reid

Operations Division
Falmouth Police Department
750 Main Street
Falmouth, MA 02540
Office 774-255-4527 Ext. 4502
Fax 508-457-2566
brian.reid@falmouthpolicema.gov

CONFIDENTIALITY NOTICE: This communication and any accompanying document(s) are confidential and privileged. They are intended for the sole use of the addressee. If you receive this transmission in error, you are advised that any disclosure, copying, distribution, or the taking of any action in reliance upon the communication is strictly prohibited. If you are not the intended recipient and have received this communication in error, please contact the sender immediately and delete the original message. Thank you.

From: Phyllis Downey
Sent: Thursday, April 1, 2021 11:57 AM
To: Thomas Bott <thomas.bott@falmouthma.gov>; Rod Palmer <rod.palmer@falmouthma.gov>; Noreen Stockman <noreen.stockman@falmouthma.gov>; Brian Reid <brian.reid@falmouthpolicema.gov>; Sean Doyle <sean.doyle@falmouthpolicema.gov>; Timothy Smith <timothy.smith@falmouthfirema.gov>; Peter McConarty <peter.mcconarty@falmouthma.gov>; Jim McLoughlin <james.mcloughlin@falmouthma.gov>; Patty O'Connell <patricia.oconnell@falmouthma.gov>; Scott McGann <scott.mcgann@falmouthma.gov>; Jonathan Dickinson <jonathan.dickinson@falmouthma.gov>
Cc: Julian Suso <julian.suso@falmouthma.gov>; Peter Johnson-Staub <peter.johnson-staub@falmouthma.gov>; Diane Davidson <diane.davidson@falmouthma.gov>; Pamela Marshall <pamela.marshall@falmouthma.gov>; Linda Kinchla <linda.kinchla@falmouthma.gov>; Melinda Rebelo <melinda.rebelo@falmouthpolicema.gov>; Katie Pierias <katie.pierias@falmouthma.gov>; Julie Parker <julie.parker@falmouthma.gov>
Subject: Chapoquoit Grill application for ALTERATION of PREMISES 03.24.2021.pdf

Good morning,

Attached please find an application by The Chapoquoit Grill located at 410 West Falmouth Highway, West Falmouth for an Alteration of Premises to make permanent the temporary outdoor dining area approved for the duration of the COVID emergency under Governor Baker's Order #35.

The proposed total capacity of the premises will remain the originally approved 102 seats throughout the year. The interior seating will be reduced by the number of outdoor seats when in use weather permitting.

Please provide your comments/recommendations to the Select Board on this application and email them to me by Tuesday April 20th.

Phyllis Downey

From: Scott McGann
Sent: Thursday, April 1, 2021 1:15 PM
To: Phyllis Downey
Subject: RE: Chapoquoit Grill application for ALTERATION of PREMISES 03.24.2021.pdf

Health is fine as long as the number of seats doesn't exceed the 102 limit for septic system capacity purposes.

Scott McGann R.S.
Director/ Agent
Falmouth Health Department
59 Town Hall Square
Falmouth, MA 02540
508-495-7485
scott.mcgann@falmouthma.gov

From: Phyllis Downey <phyllis.downey@falmouthma.gov>
Sent: Thursday, April 1, 2021 11:57 AM
To: Thomas Bott <thomas.bott@falmouthma.gov>; Rod Palmer <rod.palmer@falmouthma.gov>; Noreen Stockman <noreen.stockman@falmouthma.gov>; Brian Reid <brian.reid@falmouthpolicema.gov>; Sean Doyle <sean.doyle@falmouthpolicema.gov>; Timothy Smith <timothy.smith@falmouthfirema.gov>; Peter McConarty <peter.mcconarty@falmouthma.gov>; Jim McLoughlin <james.mcloughlin@falmouthma.gov>; Patty O'Connell <patricia.oconnell@falmouthma.gov>; Scott McGann <scott.mcgann@falmouthma.gov>; Jonathan Dickinson <jonathan.dickinson@falmouthma.gov>
Cc: Julian Suso <julian.suso@falmouthma.gov>; Peter Johnson-Staub <peter.johnson-staub@falmouthma.gov>; Diane Davidson <diane.davidson@falmouthma.gov>; Pamela Marshall <pamela.marshall@falmouthma.gov>; Linda Kinchla <linda.kinchla@falmouthma.gov>; Melinda Rebelo <melinda.rebelo@falmouthpolicema.gov>; Katie Pierias <katie.pierias@falmouthma.gov>; Julie Parker <julie.parker@falmouthma.gov>
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The proposed total capacity of the premises will remain the originally approved 102 seats throughout the year. The interior seating will be reduced by the number of outdoor seats when in use weather permitting.

Please provide your comments/recommendations to the Select Board on this application and email them to me by Tuesday April 20th.

The lease and financial information are not included in the attachment. If you would like to review any of these documents submitted with the application, please let me know.

The hearing is scheduled on the Select Board meeting of Monday, April 26, 2021.

Thank you,

DPW

Phyllis Downey

From: Peter McConarty
Sent: Friday, April 23, 2021 3:32 PM
To: Phyllis Downey; Thomas Bott; Noreen Stockman; Brian Reid; Sean Doyle; Timothy Smith; Peter Johnson-Staub; Rod Palmer; Jim Grady; Patty O'Connell
Cc: Melinda Maranchie; Jonathan Dickinson; Pamela Marshall
Subject: RE: Reminder - Chapoquoit Grill application for ALTERATION of PREMISES 03.24.2021.pdf

Hi Phyllis,

Public Works does not have any comments on this application.

Thank You,
Peter

From: Phyllis Downey
Sent: Friday, April 23, 2021 2:59 PM
To: Thomas Bott <thomas.bott@falmouthma.gov>; Noreen Stockman <noreen.stockman@falmouthma.gov>; Brian Reid <brian.reid@falmouthpolicema.gov>; Sean Doyle <sean.doyle@falmouthpolicema.gov>; Timothy Smith <timothy.smith@falmouthfirema.gov>; Peter Johnson-Staub <peter.johnson-staub@falmouthma.gov>; Rod Palmer <rod.palmer@falmouthma.gov>; Jim Grady <jim.grady@falmouthma.gov>; Peter McConarty <peter.mcconarty@falmouthma.gov>; Patty O'Connell <patricia.oconnell@falmouthma.gov>
Cc: Melinda Maranchie <melinda.maranchie@falmouthma.gov>; Jonathan Dickinson <jonathan.dickinson@falmouthma.gov>; Pamela Marshall <pamela.marshall@falmouthma.gov>
Subject: Reminder - Chapoquoit Grill application for ALTERATION of PREMISES 03.24.2021.pdf
Importance: High

Good afternoon,

This is a reminder to please provide the Select Board with recommendations or comments regarding this application by the Chapoquoit Grill to make permanent the temporary outdoor seating in the parking area approved under COVID Order #35.

Thank you,
Phyllis

Phyllis Downey
Town Administration
508-495-7325

Be advised that most emails to, and from, municipal offices and officials are public record. Confidentiality should not be expected.

From: Phyllis Downey
Sent: Thursday, April 1, 2021 11:57 AM
To: Thomas Bott (thomas.bott@falmouthma.gov) <thomas.bott@falmouthma.gov>; Rod Palmer (rod.palmer@falmouthma.gov) <rod.palmer@falmouthma.gov>; Noreen Stockman (noreen.stockman@falmouthma.gov) <noreen.stockman@falmouthma.gov>; Brian Reid (brian.reid@falmouthpolicema.gov) <brian.reid@falmouthpolicema.gov>; Sean Doyle

BUSINESS

1. Discussion/update on COVID-19 issues

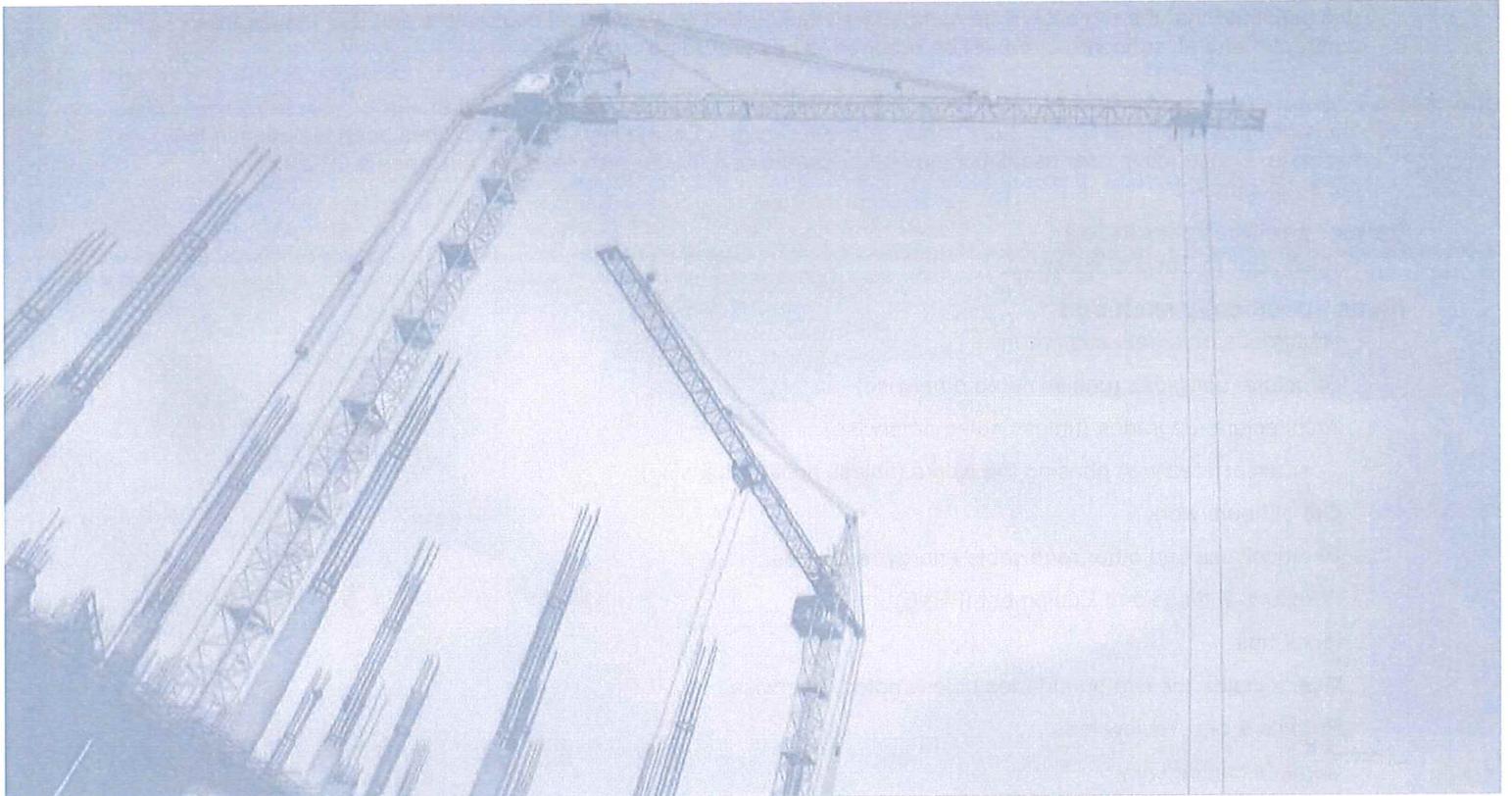
2. Update and discussion on proposed Police Department renovation

DESIGN DEVELOPMENT COST ESTIMATE – REVISION 1

29 MARCH 2021

FALMOUTH POLICE STATION

FALMOUTH, MA



FALMOUTH POLICE STATION

DESIGN DEVELOPMENT COST ESTIMATE - REVISION 1



PROJECT DETAILS

Basis of estimate

This estimate has been prepared at the request of Keenan + Kenny Architects, LTD. and is to provide a Design Development set cost estimate for the proposed renovations to the existing Falmouth Police Station, located at 750 Main Street in Falmouth, Massachusetts.

The estimate is based upon measured quantities and built-up rates prepared from the progress Design Development package issued to RLB on February 23, 2021 and updated narratives issued on March 19, 2021, prepared by Keenan + Kenny Architects. LTD.

Where information was insufficient, assumptions and allowances were made based wherever possible on discussions with the architect and engineers.

It is assumed that the project will be competitively bid by four to six general contractors and that the awarded contractor and all subcontractors will be required to pay prevailing wage rates.

Unit pricing is based on March 2021 costs. A 5.0% Design / Estimating Contingency has been included in the estimate. Construction cost escalation has been carried at 4.0% the estimate and assumes a Q1 2022 construction start.

Items specifically included

Please refer to Basis of Estimate.

Items specifically excluded

- . Hazardous materials abatement.
- . Structural upgrades (unless noted otherwise).
- . Architectural upgrades (unless noted otherwise).
- . Cost associated with phasing the works (unless noted otherwise).
- . Out of hours work.
- . Photovoltaics and other renewable energy resources.
- . Furniture, Fittings and Equipment (FF&E).
- . Mock-ups.
- . Work outside the site boundaries unless noted otherwise.
- . Permits & plan review fees.
- . Owner's contingency.
- . Construction phase contingency.
- . Land and legal costs.
- . Architectural, Engineering and other professional fees.
- . Items marked as "Excl." in the estimate.
- . Escalation allowance beyond May 2022

FALMOUTH POLICE STATION

DESIGN DEVELOPMENT COST ESTIMATE - REVISION 1



PROJECT DETAILS

Documents

Please refer to Basis of Estimate.

FALMOUTH POLICE STATION

DESIGN DEVELOPMENT COST ESTIMATE - REVISION 1



LOCATION SUMMARY

Rates Current At February 2021

Ref	Location	Total Cost
		\$
ALL	All Locations	812,073
ESTIMATED NET COST		812,073

MARGINS & ADJUSTMENTS

Allowance for Phasing / Temporary Work	3.0 %	24,362
Out of Hours - Assumed not required		Excl.
General Conditions / General Requirements	14.3 %	120,000
Bonds & Insurances	3.0 %	28,693
Permits - by Owner		Excl.
Overhead & Profit	5.0 %	49,256
Design / Estimating Contingency	5.0 %	51,719
Escalation Allowance up to mid-point of Construction (May 2022)	4.0 %	43,444
ESTIMATED TOTAL COST		1,129,547

FALMOUTH POLICE STATION

DESIGN DEVELOPMENT COST ESTIMATE - REVISION 1



DIVISIONS/ELEMENTS SUMMARY

Rates Current At February 2021

Ref	Description	Total Cost \$
02	Existing Conditions	
F2010	Building Elements Demolition	31,052
F2020	Hazardous Components Abatement	Excl.
	Existing Conditions	31,052
03	Concrete	
A1010	Standard Foundations	6,635
A1030	Slab on Grade	3,032
B1010	Floor Construction	750
	Concrete	10,417
05	Metals	
B1010	Floor Construction	6,015
C1030	Fittings	14,427
	Metals	20,442
06	Wood, Plastics, and Composites	
B1020	Roof Construction	4,602
C1010	Partitions	14,427
E2010	Fixed Furnishings	24,050
	Wood, Plastics, and Composites	43,079
07	Thermal and Moisture Protection	
A1010	Standard Foundations	468
A1030	Slab on Grade	349
B1020	Roof Construction	Excl.
B3010	Roof Coverings	1,710
C1010	Partitions	9,619
	Thermal and Moisture Protection	12,146
08	Openings	
B2010	Exterior Walls	22,620
B2030	Exterior Doors	6,500
C1010	Partitions	31,550
C1020	Interior Doors	44,010
	Openings	104,680
09	Finishings	
C1010	Partitions	35,550
C2020	Stair Finishes	1,125
C3010	Wall Finishes	31,488
C3020	Floor Finishes	65,084

FALMOUTH POLICE STATION

DESIGN DEVELOPMENT COST ESTIMATE - REVISION 1



DIVISIONS/ELEMENTS SUMMARY

Rates Current At February 2021

Ref	Description	Total Cost \$
C3030	Ceiling Finishes	47,694
	Finishings	180,941
10	Specialties	
C1030	Fittings	14,913
	Specialties	14,913
11	Equipment	
E1090	Other Equipment	Excl.
	Equipment	Excl.
12	Furnishings	
C3020	Floor Finishes	348
E2010	Fixed Furnishings	Excl.
E2020	Movable Furnishings	Excl.
	Furnishings	348
21	Fire Suppression	
D4010	Sprinklers	Excl.
	Fire Suppression	Excl.
22	Plumbing	
D2010	Plumbing Fixtures	9,600
D2020	Domestic Water Distribution	15,000
D2030	Sanitary Waste	10,000
D2040	Rain Water Drainage	Excl.
D2090	Other Plumbing Systems	4,000
F2010	Building Elements Demolition	750
	Plumbing	39,350
23	Heating, Ventilating, and Air Conditioning	
D3020	Heat Generating Systems	Excl.
D3040	Distribution Systems	137,057
D3060	Controls & Instrumentations	28,854
D3070	Systems Testing & Balancing	9,618
D3090	Other HVAC Systems & Equipment	15,000
F2010	Building Elements Demolition	4,809
	Heating, Ventilating, and Air Conditioning	195,338
26	Electrical	
D5010	Electrical Service & Distribution	5,000
D5020	Lighting and Branch Wiring	89,430
D5030	Communications & Security	14,427

FALMOUTH POLICE STATION

DESIGN DEVELOPMENT COST ESTIMATE - REVISION 1



DIVISIONS/ELEMENTS SUMMARY

Rates Current At February 2021

Ref	Description	Total Cost \$
D5090	Other Electrical Systems	10,000
F2010	Building Elements Demolition	17,084
	Electrical	135,941
27	Communications	
D5030	Communications & Security	9,618
	Communications	9,618
28	Electronic Safety and Security	
D5030	Communications & Security	12,023
	Electronic Safety and Security	12,023
31	Earthwork	
A1010	Standard Foundations	1,244
A1030	Slab on Grade	541
	Earthwork	1,785
	ESTIMATED NET COST	812,073

MARGINS & ADJUSTMENTS

Allowance for Phasing / Temporary Work	24,362
Out of Hours - Assumed not required	Excl.
General Conditions / General Requirements	120,000
Bonds & Insurances	28,693
Permits - by Owner	Excl.
Overhead & Profit	49,256
Design / Estimating Contingency	51,719
Escalation Allowance up to mid-point of Construction (May 2022)	43,444
ESTIMATED TOTAL COST	1,129,547

FALMOUTH POLICE STATION

DESIGN DEVELOPMENT COST ESTIMATE - REVISION 1



DIVISIONS/ELEMENTS ITEM

Rates Current At February 2021

Ref	Description	Unit	Qty	Rate \$	Total Cost \$
02	EXISTING CONDITIONS				
F2010	Building Elements Demolition				
2	Lift-up and remove existing floor finishes	SF	5,336		Excl.
3	Remove and dispose of existing single doors	EA	19	75.00	1,425
4	Take down and remove existing interior walls	SF	882	5.00	4,410
9	Take down and remove existing interior windows	SF	162	50.00	8,100
10	Remove and dispose of existing caseworks	LF	20	25.00	500
11	Lift-up and remove existing interior ramp	SF	100	5.00	500
12	Demolish existing exterior stairs	SF	30	35.00	1,050
13	Remove and dispose of existing railings	LF	23	10.00	230
14	Take down and remove existing ceiling finishes	SF	4,788	1.50	7,182
17	Remove and dispose of existing fire extinguishers	EA	4	50.00	200
19	Remove and dispose of exterior single door	EA	1	75.00	75
20	Take down and remove exterior walls and windows	SF	95	50.00	4,750
22	Take down overhead doors/operable partitions	LF	28	25.00	700
23	Take down existing chimney	SF	172	10.00	1,720
109	Create opening into existing framed slab	SF	6	35.00	210
	Building Elements Demolition				31,052
F2020	Hazardous Components Abatement				
1	Allowance for hazardous abatement - assumed not required	LS	1		Excl.
	Hazardous Components Abatement				Excl.
	EXISTING CONDITIONS				31,052
03	CONCRETE				
A1010	Standard Foundations				
120	Bar reinforcement to strip footing	Lb	113	5.00	565
125	Bar reinforcement to foundation walls	Lb	193	5.00	965
119	Form strip footing	SF	38	15.00	570
124	Form foundation walls	SF	129	15.00	1,935
118	Concrete to strip footing	CY	2	650.00	1,300
123	Concrete to foundation walls	CY	2	650.00	1,300
	Standard Foundations				6,635
A1030	Slab on Grade				
134	WWF reinforcement to Vestibule slab on grade	SF	41	2.00	82
135	Bar reinforcement to new entry steps	Lb	174	5.00	870
133	Form slab on grade	SF	52	15.00	780

FALMOUTH POLICE STATION

DESIGN DEVELOPMENT COST ESTIMATE - REVISION 1



DIVISIONS/ELEMENTS ITEM

Rates Current At February 2021

Ref	Description	Unit	Qty	Rate \$	Total Cost \$
131	Concrete to Vestibule slab on grade	CY	1	650.00	650
132	Concrete to new entry steps	CY	1	650.00	650
Slab on Grade					3,032
B1010	Floor Construction				
117	Concrete topping to infill existing opening	CY	1	750.00	750
Floor Construction					750
CONCRETE					10,417
05	METALS				
B1010	Floor Construction				
110	Metal deck to infill existing opening	SF	25	15.00	375
146	Angle support slab infill and openings	T	0.47	12,000.00	5,640
Floor Construction					6,015
C1030	Fittings				
143	Allowance for miscellaneous metals	SF	9,618	1.50	14,427
Fittings					14,427
METALS					20,442
06	WOOD, PLASTICS, AND COMPOSITES				
B1020	Roof Construction				
45	Roof sheathing, 5/8" thick	SF	57	6.00	342
112	Roof beam - 2" x 12"	LF	6	45.00	270
113	Roof beam - 2" x 8"	LF	70	30.00	2,100
114	Roof beam - 2" x 6"	LF	17	20.00	340
115	Roof beam - 2" x 4"	LF	6	20.00	120
116	Post - 6" x 6"	LF	22	65.00	1,430
Roof Construction					4,602
C1010	Partitions				
57	Allowance for miscellaneous blocking and rough carpentry	SF	9,618	1.50	14,427
Partitions					14,427
E2010	Fixed Furnishings				
41	Kitchen base cabinet with plastic laminate countertops	LF	11	350.00	3,850
42	Kitchen wall cabinet units	LF	10	200.00	2,000
43	Kitchen tall cabinets, 7'-6" high	LF	5	1,000.00	5,000
44	Solid surface transaction counters	LF	33	400.00	13,200
Fixed Furnishings					24,050
WOOD, PLASTICS, AND COMPOSITES					43,079

FALMOUTH POLICE STATION

DESIGN DEVELOPMENT COST ESTIMATE - REVISION 1



DIVISIONS/ELEMENTS ITEM

Rates Current At February 2021

Ref	Description	Unit	Qty	Rate \$	Total Cost \$
07	THERMAL AND MOISTURE PROTECTION				
A1010	Standard Foundations				
126	Rigid insulation to foundation walls	SF	55	6.51	358
127	Air and vapor barrier	SF	55	2.00	110
	Standard Foundations				468
A1030	Slab on Grade				
141	Rigid insulation	SF	41	6.51	267
142	Air and vapor barrier	SF	41	2.00	82
	Slab on Grade				349
B1020	Roof Construction				
47	Spray applied fireproofing - not required	SF	57		Excl.
	Roof Construction				Excl.
B3010	Roof Coverings				
48	Membrane roofing to new Vestibule	SF	57	30.00	1,710
	Roof Coverings				1,710
C1010	Partitions				
55	Allowance for miscellaneous caulking and sealing	SF	9,618	0.75	7,214
56	Allowance for miscellaneous fire stopping	SF	9,618	0.25	2,405
	Partitions				9,619
	THERMAL AND MOISTURE PROTECTION				12,146
08	OPENINGS				
B2010	Exterior Walls				
34	Glazed aluminum storefront system	SF	174	130.00	22,620
	Exterior Walls				22,620
B2030	Exterior Doors				
35	Single leaf glazed aluminum door including framing, hardware and finish	EA	1	6,500.00	6,500
	Exterior Doors				6,500
C1010	Partitions				
36	Transaction window, approximately 4'-4" high	SF	107	200.00	21,400
53	New glazed aluminum storefront system	SF	84	100.00	8,400
54	Glazed aluminum door sidelights	SF	25	70.00	1,750
	Partitions				31,550
C1020	Interior Doors				
38	Single leaf glazed aluminum door including framing, hardware and finish	EA	1	6,500.00	6,500

FALMOUTH POLICE STATION

DESIGN DEVELOPMENT COST ESTIMATE - REVISION 1



DIVISIONS/ELEMENTS ITEM

Rates Current At February 2021

Ref	Description	Unit	Qty	Rate \$	Total Cost \$
39	Double leaf wood closet doors including framing, hardware and finish	Pair	2	2,100.00	4,200
40	Single leaf wood doors including framing, hardware and finish	EA	15	1,650.00	24,750
82	Overhead shutter doors	SF	107	80.00	8,560
Interior Doors					44,010
OPENINGS					104,680
09	FINISHINGS				
C1010	Partitions				
49	New gypsum board partitions at Central Records, Interview and On-Duty Office	SF	547	10.00	5,470
50	New gypsum board partitions, chase walls	SF	238	15.00	3,570
51	New gypsum board partitions, plumbing enclosures	SF	85	20.00	1,700
52	New gypsum board partitions, typical walls	SF	2,481	10.00	24,810
Partitions					35,550
C2020	Stair Finishes				
30	LVT to stairs landing and treads	SF	75	15.00	1,125
Stair Finishes					1,125
C3010	Wall Finishes				
60	Porcelain tile to toilet walls	SF	459	18.00	8,262
61	Prepare and apply paint to interior walls	SF	11,613	2.00	23,226
Wall Finishes					31,488
C3020	Floor Finishes				
62	Prepare existing flooring to receive new finishes	SF	5,009	1.50	7,514
24	LVT	SF	2,884	10.00	28,840
25	Carpet	SY	230	55.00	12,650
26	Porcelain tiles, 2" x 2"	SF	123	18.00	2,214
27	Rubber cove base	LF	1,072	6.00	6,432
28	Painted wood base	LF	420	15.00	6,300
29	Porcelain tile base	LF	63	18.00	1,134
Floor Finishes					65,084
C3030	Ceiling Finishes				
31	Acoustic ceiling tile system, 2' x 2'	SF	3,526	6.00	21,156
32	Linear wood ceiling	SF	310	65.00	20,150
33	Gypsum board ceiling	SF	392	12.00	4,704
58	Gypsum board ceiling bulkhead	SF	41	20.00	820

FALMOUTH POLICE STATION

DESIGN DEVELOPMENT COST ESTIMATE - REVISION 1



DIVISIONS/ELEMENTS ITEM

Rates Current At February 2021

Ref	Description	Unit	Qty	Rate \$	Total Cost \$
59	Prepare and apply paint to gypsum board ceiling	SF	432	2.00	864
	Ceiling Finishes				47,694
	FINISHINGS				180,941
10	SPECIALTIES				
C1030	Fittings				
63	Toilet Accessories: Grab bars	EA	4	100.00	400
64	Toilet Accessories: Combination paper towel dispenser and waste receptacle units	EA	3	800.00	2,400
65	Toilet Accessories: Hand dryers	EA	3	500.00	1,500
66	Toilet Accessories: Liquid soap dispenser	EA	3	65.00	195
67	Toilet Accessories: Mirrors, allow 24" x 36"	EA	2	150.00	300
68	Toilet Accessories: Coat hooks - not required	EA	2		Excl.
69	Allowance for interior signage	SF	9,618	1.00	9,618
75	Wire shelving - not required	LF	9		Excl.
83	Fire extinguishers & cabinets - not required	EA	6		Excl.
97	Ceiling access panels	EA	1	500.00	500
	Fittings				14,913
	SPECIALTIES				14,913
11	EQUIPMENT				
E1090	Other Equipment				
70	Projection screen - by Owner	EA	1		Excl.
71	Projectors - by Owner	EA	1		Excl.
76	Residential Equipment: Under counter refrigerator - by Owner	EA	1		Excl.
77	Residential Equipment: Wall mounted microwave oven - by Owner	EA	1		Excl.
	Other Equipment				Excl.
	EQUIPMENT				Excl.
12	FURNISHINGS				
C3020	Floor Finishes				
37	Walk-off mat flooring	SF	58	6.00	348
	Floor Finishes				348
E2010	Fixed Furnishings				
73	Spacesaver files - by Owner	LS	1		Excl.
	Fixed Furnishings				Excl.

FALMOUTH POLICE STATION

DESIGN DEVELOPMENT COST ESTIMATE - REVISION 1



DIVISIONS/ELEMENTS ITEM

Rates Current At February 2021

Ref	Description	Unit	Qty	Rate \$	Total Cost \$
E2020	Movable Furnishings				
74	Miscellaneous movable furnishing such office tables, chairs, workstation, filing cabinets, etc. - by Owner	LS	1		Excl.
	Movable Furnishings				Excl.
	FURNISHINGS				348
21	FIRE SUPPRESSION				
D4010	Sprinklers				
72	Fire protection upgrade and or repair - not required	LS	1		Excl.
	Sprinklers				Excl.
	FIRE SUPPRESSION				Excl.
22	PLUMBING				
D2010	Plumbing Fixtures				
78	Water closet	EA	2	2,000.00	4,000
79	Lavatory	EA	2	1,800.00	3,600
80	Kitchen sink	EA	1	2,000.00	2,000
81	Drinking fountain/bottle re-fill - not required	EA	1		Excl.
	Plumbing Fixtures				9,600
D2020	Domestic Water Distribution				
84	Allowance for rough-ins, additional piping, connection to existing system, etc.	EA	5	3,000.00	15,000
	Domestic Water Distribution				15,000
D2030	Sanitary Waste				
85	Allowance for miscellaneous connections, piping, etc.	EA	5	2,000.00	10,000
	Sanitary Waste				10,000
D2040	Rain Water Drainage				
86	Rain water drainage - assumed no work required	LS	1		Excl.
	Rain Water Drainage				Excl.
D2090	Other Plumbing Systems				
87	Miscellaneous coordination, BIM, permits, etc.	LS	1	4,000.00	4,000
	Other Plumbing Systems				4,000
F2010	Building Elements Demolition				
5	Remove and dispose of existing water closets	EA	2	100.00	200
6	Remove and dispose of existing water lavatory	EA	3	100.00	300
7	Remove and dispose of existing water janitorial sink	EA	1	100.00	100

FALMOUTH POLICE STATION

DESIGN DEVELOPMENT COST ESTIMATE - REVISION 1



DIVISIONS/ELEMENTS ITEM

Rates Current At February 2021

Ref	Description	Unit	Qty	Rate \$	Total Cost \$
8	Remove and dispose of existing drinking fountain	EA	1	150.00	150
	Building Elements Demolition				750
	PLUMBING				39,350
23	HEATING, VENTILATING, AND AIR CONDITIONING				
D3020	Heat Generating Systems				
100	New gas fired condensing boilers, 750 MBH - not required	EA	2		Excl.
	Heat Generating Systems				Excl.
D3040	Distribution Systems				
101	Allowance for modifications to existing distribution system including new 3 VAVs and flue	SF	9,618	14.25	137,057
	Distribution Systems				137,057
D3060	Controls & Instrumentations				
102	Allowance for minor modifications to existing controls	SF	9,618	3.00	28,854
	Controls & Instrumentations				28,854
D3070	Systems Testing & Balancing				
103	Testing and balancing	SF	9,618	1.00	9,618
	Systems Testing & Balancing				9,618
D3090	Other HVAC Systems & Equipment				
104	BIM, as-builts, co-ordination, etc.	LS	1	15,000.00	15,000
	Other HVAC Systems & Equipment				15,000
F2010	Building Elements Demolition				
99	Remove and dispose of existing boiler - not required	LS	1		Excl.
147	Allowance for miscellaneous HVAC demolition	SF	9,618	0.50	4,809
	Building Elements Demolition				4,809
	HEATING, VENTILATING, AND AIR CONDITIONING				195,338
26	ELECTRICAL				
D5010	Electrical Service & Distribution				
88	Miscellaneous minor service and distribution upgrades	LS	1	5,000.00	5,000
	Electrical Service & Distribution				5,000
D5020	Lighting and Branch Wiring				
89	Pendant light fixture - Type L2	LF	208	65.00	13,520
93	Pendant light fixture - Type L3	LF	32	90.00	2,880
94	Wall mounted light fixture - Type L5	LF	4	95.00	380
90	Recessed light fixture - Type R1	EA	13	500.00	6,500
91	Recessed downlight LED, 3" diameter - Type R3	EA	24	350.00	8,400
92	Recessed downlight LED light fixture, 3" x 18" - Type R4	EA	15	650.00	9,750

FALMOUTH POLICE STATION

DESIGN DEVELOPMENT COST ESTIMATE - REVISION 1



DIVISIONS/ELEMENTS ITEM

Rates Current At February 2021

Ref	Description	Unit	Qty	Rate \$	Total Cost \$
95	Under cabinet light fixture - Type UC1	EA	3	250.00	750
96	Exit lights/signs	EA	6	250.00	1,500
98	Wiring to new light fixtures	EA	305	150.00	45,750
Lighting and Branch Wiring					89,430
D5030	Communications & Security				
105	Allowance for modification to existing fire alarm system	SF	9,618	1.50	14,427
Communications & Security					14,427
D5090	Other Electrical Systems				
145	BIM, as-builts, co-ordination, etc.	LS	1	10,000.00	10,000
Other Electrical Systems					10,000
F2010	Building Elements Demolition				
15	Take down existing light fixtures	EA	95	85.00	8,075
16	Take down Exit light fixture and store for re-installation	EA	2	150.00	300
18	Relocate existing panels	EA	3	300.00	900
21	Take down and remove existing fire alarm devices	EA	7	85.00	595
144	Make safe electrical demolition	SF	9,618	0.75	7,214
Building Elements Demolition					17,084
ELECTRICAL					135,941
27	COMMUNICATIONS				
D5030	Communications & Security				
106	Allowance for modification to existing communications system - infrastructure only	SF	9,618	1.00	9,618
107	Bidirectional amplifier system - assumed not required	LS	1		Excl.
Communications & Security					9,618
COMMUNICATIONS					9,618
28	ELECTRONIC SAFETY AND SECURITY				
D5030	Communications & Security				
108	Allowance for minor modifications to existing security system - infrastructure only	SF	9,618	1.25	12,023
Communications & Security					12,023
ELECTRONIC SAFETY AND SECURITY					12,023
31	EARTHWORK				
A1010	Standard Foundations				
121	Excavate for strip footing	CY	12	18.00	216
122	Remove excavated materials from site	CY	12	35.00	420
128	Prepare and compact sub-base	SF	71	2.51	178

FALMOUTH POLICE STATION
DESIGN DEVELOPMENT COST ESTIMATE - REVISION 1



DIVISIONS/ELEMENTS ITEM

Rates Current At February 2021

Ref	Description	Unit	Qty	Rate \$	Total Cost \$
129	Crushed stone base	CY	2	75.00	150
130	Imported backfill	CY	8	35.00	280
Standard Foundations					1,244
A1030	Slab on Grade				
136	Excavate for slab on grade	CY	2	18.00	36
137	Remove excavated materials from site	CY	2	35.00	70
138	Prepare and compact sub-base	SF	70	2.50	175
139	Crushed stone base	CY	3	75.00	225
140	Imported backfill at entry steps	CY	1	35.00	35
Slab on Grade					541
EARTHWORK					1,785
ESTIMATED NET COST					812,073

Police Department Renovation

Police Department Renovation

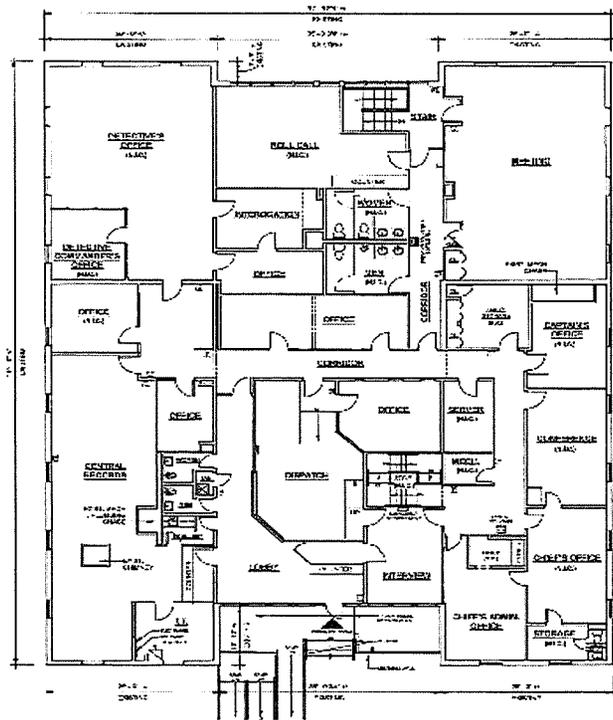
- Police Department has not been renovated since 1984
- Consolidated Communications located in the basement of current police station
- Utilize Empty Space where Previous Police Dispatch was Located
- November 2017 \$50,000 was appropriated for Feasibility/Redesign of Police Station
- Worked with a Local Architect on Space Needs Study

Police Department Renovation

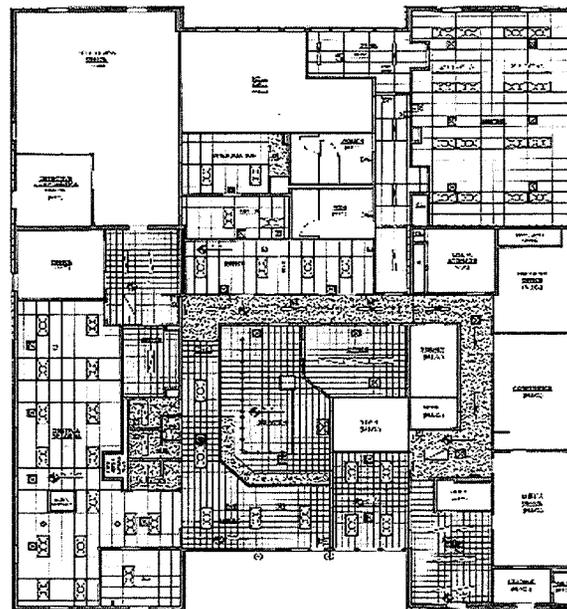
- In March 2020 received Floor Plan on Redesign and an Estimate without Prevailing Wage and HVAV
- Pandemic in March 2020 put this project on hold
- November, 2020 procured an architect for Design Documents and Comprehensive Cost Estimate
- Received a Cost Estimate in Middle of March 2021 which was deemed too costly
- Re-worked estimate to get a final number at the end of March 2021

Police Department Renovation

- Detailed Cost Estimate, Current and Future Floor Plan is in Select Board's packet
- Construction Cost Estimate is \$1,129,547 with a 5% contingency and additional \$65,000 is required for Architect (Construction Documents, Bidding and Construction Oversight)
- Requesting an additional \$77,000 for Construction Contingency
- Move the Records Room to where Previous Dispatch was Located
- The Records Room Becomes a Publicly Accessible Training Room
- Previous Training Room is redesigned for offices



① FIRST FLOOR PLAN
1/16



② SECOND FLOOR PLAN
1/16

Architect
 Robert J. ...
 100 ...
 ...
 Licensed Professional Engineer
 License No. ...
 ...
 Mechanical Engineer
 License No. ...
 ...

NEWARKS TO THE
**PALMYRA POLICE
 STATION**
 750 MAIN STREET
 PALMYRA, MASSACHUSETTS



NO.	REVISIONS

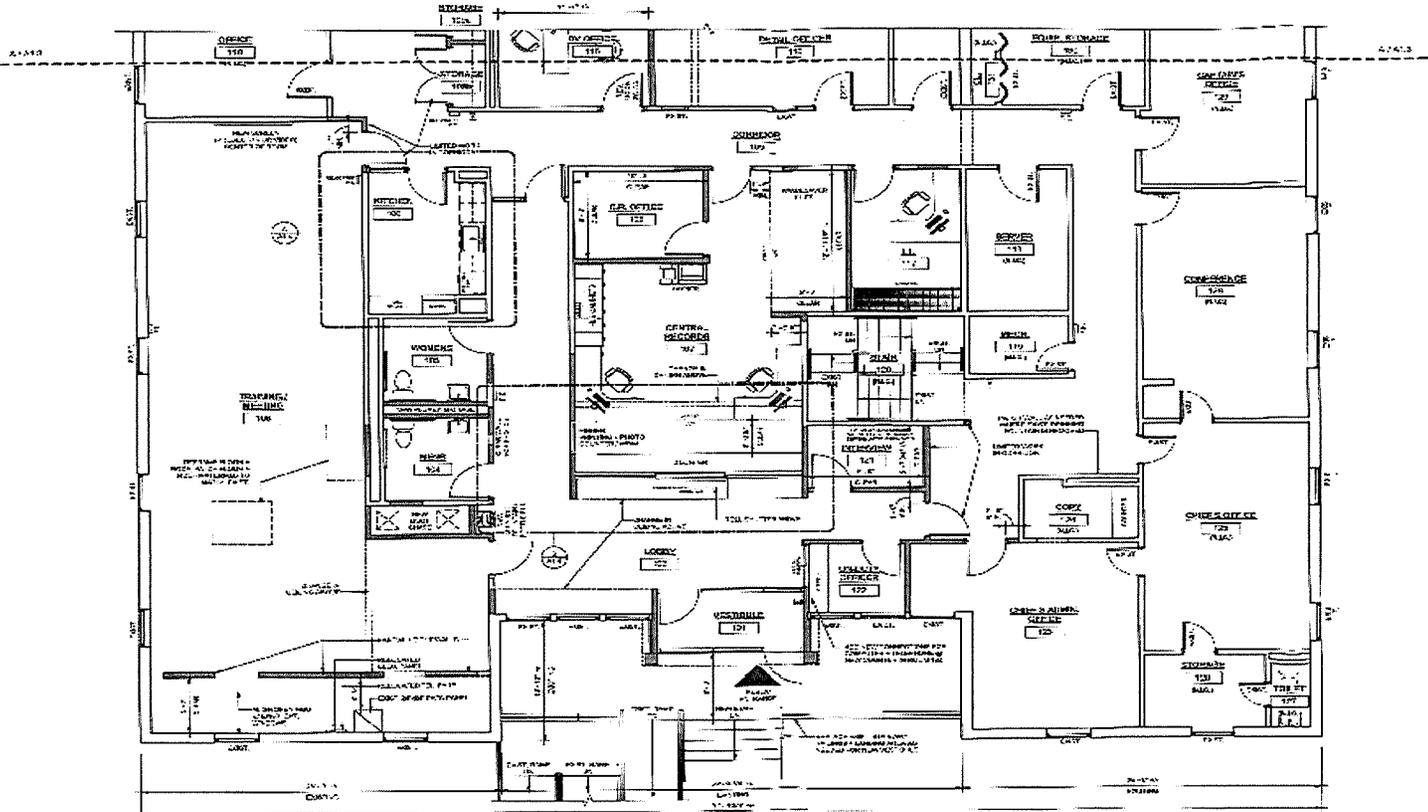
DATE: 29 MAR 2021
 TIME: 10:00 AM
 DRAWING NO.: EX1.1
 PROJECT: PALMYRA POLICE STATION



DESIGN DEVELOPMENT PROGRESS SET 29 MAR 2021

EX1.1

175335 01-10-2021



ARCHITECT
 L. J. BROWN & ASSOCIATES, INC.
 100 STATE STREET
 BOSTON, MASSACHUSETTS 02109
 TEL: 617-552-1111

DESIGNED AND DRAWN BY
 L. J. BROWN & ASSOCIATES, INC.
 100 STATE STREET
 BOSTON, MASSACHUSETTS 02109
 TEL: 617-552-1111

EXHIBIT 'B' -
FALMOUTH POLICE STATION
 750 MAIN STREET
 FALMOUTH, MASSACHUSETTS



NO.	DATE	DESCRIPTION
1	29 MAR 2021	ISSUED FOR PERMITS
2	29 MAR 2021	ISSUED FOR PERMITS
3	29 MAR 2021	ISSUED FOR PERMITS
4	29 MAR 2021	ISSUED FOR PERMITS
5	29 MAR 2021	ISSUED FOR PERMITS
6	29 MAR 2021	ISSUED FOR PERMITS
7	29 MAR 2021	ISSUED FOR PERMITS
8	29 MAR 2021	ISSUED FOR PERMITS
9	29 MAR 2021	ISSUED FOR PERMITS
10	29 MAR 2021	ISSUED FOR PERMITS

PROJECT NO. 2020-001
 SHEET NO. 01
 29 MAR 2021
 ISSUED FLOOR PLAN



DESIGN DEVELOPMENT PROGRESS SET 29 MAR 2021

A1.2

EXHIBIT 'B' - 1/16

3. Updated report on building permits



Town of Falmouth

INSPECTIONAL SERVICES

ROD PALMER, C.B.O.
COMMISSIONER

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

Building Permits Status Report

To Falmouth Select Board 4/21/2021

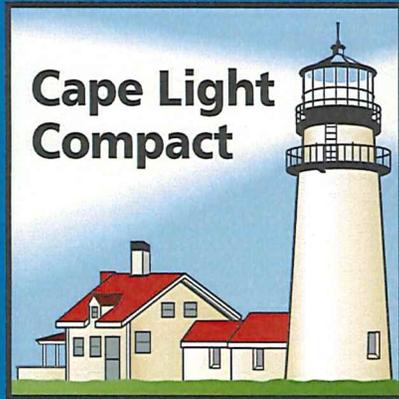
As of today, April 21, 2021; there are 112 building permit applications on hold and acknowledged by the applicant as we are awaiting additional documentation. There are 43 building permit applications currently under review and 36 newly submitted building permit applications. In an effort to handle the recent volume of building permit application submissions, individuals in our department have been working overtime, including Saturdays, over these past few weeks.

Rod Palmer

Building Commissioner

4. Update and discussion – Lease of 300 Dillingham Ave. for Veterans Center

5. Report – Cape Light Compact – Maggie Downey

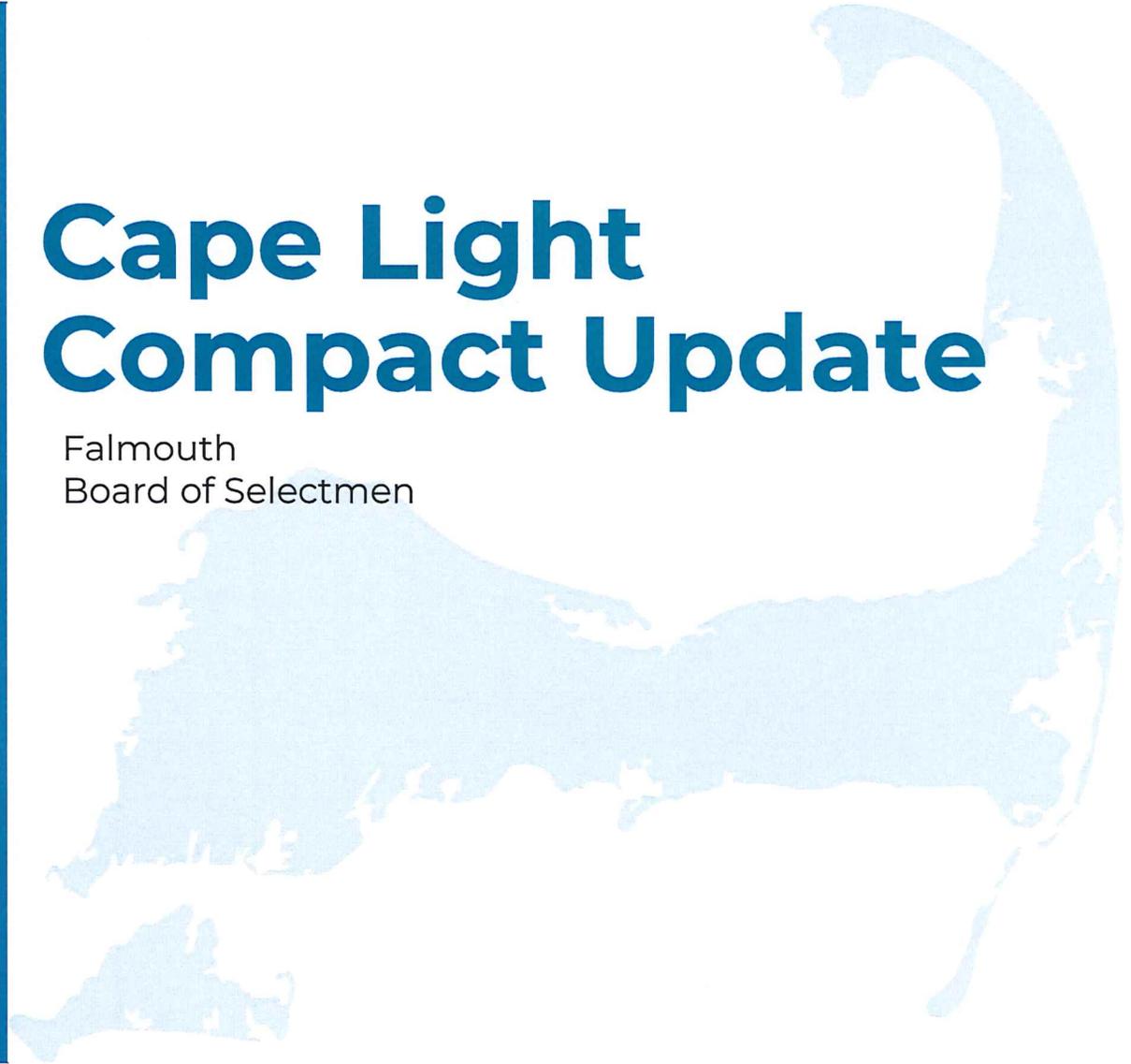


**Cape Light
Compact**

Your Trusted, Local Energy Resource

Cape Light Compact Update

Falmouth
Board of Selectmen



Community Benefits since 2001*...

Reinvested
\$350 Million



Saving 5.18
Billion kWh



Total benefit of
\$1.2 Billion



791,262 vehicles
driven for a year



412,120,104 gallons of
gas consumed



422,630 homes' energy
use for one year



0.941 coal-fired power
plants in one year

**data is through 2019 and includes all the CLC territory*



2018-2020 Town-Specific Data

Year	Annual kWh Savings	Actual Expenditures	Participants
2018	10,349,249.34	\$4,097,877.97	33,954*
2019	10,031,700.84	\$4,451,143.26	3,800
2020	9,715,917.58	\$4,099,314.47	3,477
Total	30,096,867.76	\$12,648,335.70	41,231

*Starting in 2019, participant counts no longer included individual participation in the retail lighting program, thus the change in participation rates from 2018-2019.



Energy Efficiency Updates: Responding to Economic Needs Due to COVID

- Offering customers a choice on Virtual Home Assessments or On-Site Home Assessments
- Through September 30, 2020 we increased our offer to a 100% incentive for recommended insulation for residences.
- Enhanced Refrigerator and Freezer Recycling Incentive: increased offer from \$75 to \$125 through October 31, 2020



Energy Efficiency Updates: Responding to Economic Needs Due to COVID

- Offering Customers a choice on Virtual Business Assessments or On-Site Business Assessments
- Small Businesses: Through June 30, 2021- Up to 100% incentive on:
 - LED lamps and fixtures
 - HVAC and lighting controls
 - Water saving equipment
 - Pipe insulation
- Additional enhanced Business Incentives (Lighting, Kitchen Equipment) available at www.capelightcompact.org/businessoffers



Energy Efficiency Updates

- **New rebates for residential customers**

- Ground Source Heat Pumps - \$2,000 per ton (Expected to be available in April)
- Air to Water Heat Pumps - \$1,250 per ton (Expected to be available in April)
- Heat Pump Water Heaters are now eligible for rebates when replacing oil or propane water heating systems

- **Main Streets event for businesses**

- Working with our Energy Efficiency vendors, RISE Engineering and NRM, we go door-to-door in a designated area or street to small businesses to install energy efficiency measures on-site*.
- Additional energy-saving opportunities are available during follow up appointments.
- Businesses can receive up to 100% off eligible energy efficiency upgrades.
- Looking forward to partnering with Falmouth for an event in the fall.



2021 Residential Rebates

Oil and Propane Heating

Up to **\$2,300 rebate*** for oil & propane heating systems.

Oil and Propane Hot Water

\$400 rebate* for Oil or Propane Indirect Water Heater

\$800 rebate* for Propane On-Demand Tankless Water Heater

*Natural gas equipment related rebates are available at through National Grid

Electric HVAC

\$1250/ton on Mini-Split or Central Heat Pumps, Displacing Oil, Propane, and Electric Resistance using integrated controls or fully replacing the system

\$250/ton for Central or Mini Split Heat Pumps not displacing oil, propane, or electric

\$50/ton for Central AC

Electric Hot Water

Up to **\$600** on Heat Pump Water Heaters replacing electric, oil or propane hot water systems.

ENERGY STAR® Appliances

\$40 rebate on Room Air Cleaners

\$30 rebate on Dehumidifiers

\$50 rebate on Elec. Clothes Dryers

ENERGY STAR® Smart Thermostats

\$100 rebate on Smart Thermostats

Fridge and Freezer Recycling

\$75 rebate for recycling your working fridge or freezer.

Call 1-877-889-4761 or visit the link above to schedule your pickup

Get instant rebates on energy efficient products and appliances at www.masssave.com/store



Renter and Income Eligible Offer

- The Compact is committed to ensuring we are providing equitable service to our renters and income eligible customers.
 - **Renters and customers with income below 80% of the state median income(SMI)** are eligible for **100% off** recommended insulation and air-sealing upgrades.
 - **Customers making below 60% SMI** are eligible for the 100% offer and additional services including:
 - electric and gas discount rates
 - fuel assistance
 - appliance and heating system upgrades, depending on the efficiency of the existing equipment



Cape and Vineyard Electrification Offering (CVEO)

- Objectives
 - **250** total non-gas heated participants, tiered services by income: Low-income (up to 60%), moderate income (61-80%)
 - **Enhanced incentives for all three measures for customers below 81% of SMI**
 - Convert oil, propane, electric resistance heat to cold climate heat pumps
 - Install PV systems to support electrification of heating system and reduce GHG emissions
 - Install battery storage for demand response
- Addresses the upfront cost barrier



USDA Rural Utilities Service Rural Energy Savings Program Loan

- Compact application for a \$4,900,000 solar loan program submitted to USDA RUS in December 2020
- Would establish a solar loan program for residential and small businesses on Cape Cod and Martha's Vineyard
- Loan amount: up to \$50,000
- Term: 10 Years
- Interest Rate: 2.25%



Green Communities

The Compact continues to assist towns with receiving Green Communities Designation and Grant funds. Falmouth just received their designation award this April.

2021 - \$188,214

- Projects and locations are still being planned.



Power Supply Updates

Current Standard Pricing is

Residential	11.850 cents/kWh
Commercial	11.603 cents/kWh
Industrial	9.190 cents/kWh



We offer three options for customers

- Standard = Matches 100% of usage with Renewable Energy
- CLC Local Green 50% = Matches 50% of usage with Local renewables*
 - An additional 1.3 ¢/kWh
- CLC Local Green 100% = Matches 100% of usage with Local renewables*
 - An additional 2.7 ¢/kWh

*These are MA Class 1 Certified Renewable Energy Certificates



Thank You!

www.CapeLightCompact.org

Energy Efficiency: **1-800-797-6699**

Power Supply: **1-800-381-9192**



6. Report – Cable Advisory Committee



Town of Falmouth Cable Advisory Committee

Report of The Falmouth Cable Advisory Committee

April 20, 2021

Current members of the Falmouth Cable Advisory Committee (FCAC):

Jay Zavala
Robert Mascali
Michael Eder Chair

The FCAC has two vacancies sometimes making meetings difficult as all current members need to be present to have quorum. The FCAC typically holds meetings the third Monday of the month at 5:15 PM. Members have been very flexible about rescheduling and there have been no unexcused absences.

The FCAC has primarily two functions:

- 1) As liaison between the licensee and cable customers to resolve issues.
- 2) Supporting and advising the Select Board with regards to new and renewal licenses (ascertainment).

During this year we have received four requests with regards to issues with the cable provider. Three of the issues were successfully resolved, while the fourth was beyond our ability to resolve as it related to a customer who was beyond the permitted distance (250') from the street to receive the standard aerial installation charge.

As the current ten-year license with Comcast expires on October 31, 2021, the Committee has been focused primarily on its charge as regards ascertainment but has been hampered by not having a full complement of members and of course, the effects on meetings and public interaction caused by the pandemic.

Guided by the advice from William Solomon, the cable attorney retained by the Town, he concluded that the ascertainment process should be a relatively simple and straightforward owing to Falmouth having a mature community television station. Typically, a Town with a functioning cable advisory committee has that Committee participate in negotiations and asks for it to support the Select Board with regards to the ascertainment hearing and the production of an ascertainment report. Our Select Board liaison member Ms. Taylor and town administration representative, Jennifer Mullen have advised the committee that it was determined by the Select Board and Town administration that the Committee would not directly participate in negotiations with the cable provider and that the Select Board wanted the Committee to conduct the ascertainment hearing which is a process contrary to the procedure used in the last renewal process in 2010/2011. This left the FCAC somewhat confused with regards to what our role should be.

Early 2020 the FCAC worked on a survey as part of the ascertainment process, reviewing surveys from a dozen or so other Towns, and drafting our own. The cable attorney, who started May 2020, recommended we not issue the survey.

Falmouth Community Television (FCTV) prepared a report with regards to their anticipated needs over the next 10 years in close collaboration with the cable attorney and that report has been submitted to the board. In addition to suggestions as to funding, this report outlines the additional features FCTV would like to have enabled by the cable provider. While the report is comprehensive and informative and should be read in its entirety the introductory pages set forth the vast majority of what the Town should consider seeking from the cable provider with the new license. The FCAC reviewed some recent cable licenses to verify what other towns were getting with their new licenses and much of these services are mentioned in the report.

Jay Zavala is leading an effort with the help of the town manager to gauge the use of free cable services provided to various town departments.

FCAC expects to conduct ascertainment hearing in May which will allow the public the opportunity to comment on the job FCTV is doing as well as customer service being provided by the cable provider. By law, the Committee is unable to influence pricing, or the services provided by the cable company so there is a limit of what the cable advisory committee and Town can accomplish during the license renewal process. Given the limited opportunities for cable service (and internet) beyond what is offered by the current single licensee residents have little choice with regards to video programming.

That said there are number of issues the Committee would like to bring to the board's attention:

Currently FCTV gets most of its funding from franchised fees charged as a percentage of the cable revenue. These fees are solely on cable services and cable services alone. This funding model is changing rapidly and will likely do so well before the proposed 10-year license expires. Furthermore, efforts by the Town could accelerate these changes. More and more people are getting their television services over the Internet. Services received this way are not subject to franchise fees and do not generate any revenue for FCTV. If a competing Internet provider came to Town, or if we see a significant build out of 5G networks, it is very likely that will result in a significant loss of franchise revenues as price for internet will likely fall making alternative streaming sources more attractive.

The Town and FCTV should work together soon to address the funding model to find one that is more sustainable and does not put so much of the burden on cable subscribers.

Sincerely,

Michael Eder
Chair Falmouth 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

SANDWICH ROAD FIRE STATION BUILDING COMMITTEE

MISSION STATEMENT

DRAFT TO SELECT BOARD 4-26-2021

Purpose

The purpose of the Sandwich Road Fire Station Building Committee is to work closely in collaboration with and support of the Owner's Project Manager, the architect, Town Manager, Fire Chief, and Finance Director in overseeing and facilitating the design and successful construction of this new fire station.

Composition and Term

The Committee will consist of up five volunteer members who are "practitioners" with hands-on experience in the actual building and construction process to assist in guiding this design and construction. The appointed members will serve through the conclusion of fire station construction as signified by the issuance of an occupancy permit.

Committee Requirements

The Committee will designate a Chair and Vice-Chair from among its members as well as a Recording Secretary. Per State Statute, this Committee is subject to all Open Meeting Law requirements including the timely posting of meeting agendas and the recording of minutes.

10. Request for Sign Variance – Off-Premise Signs – Falmouth
Commodores – Game Day Signs

Falmouth Commodores "Game Today" Signs:

Request for off-premise promotional signs.

Locations (permission of owners has been obtained):

1. Home of Rob Blomberg (559 Woods Hole Rd., Woods Hole)
2. Smitty's Ice Cream (326 East Falmouth Highway, E. Falmouth)
3. Waquoit Grain & Feed (411 Waquoit Highway, E. Falmouth)
4. Admiralty Inn (51 Teaticket Highway, E. Falmouth)
5. Seafood Sam's (356 Palmer Ave., Falmouth)
6. Back gate of Guv Fuller park on Dillingham, Falmouth
7. Kinlin Grover (10 County Rd., North Falmouth)
8. West Falmouth Market (623 Rt. 28-A, Falmouth)
9. Black Dog Heights Café (465 Grand Ave., Falmouth)
10. Black Dog General Store (214 Main St., Falmouth)

Length of time: Put out on game days (22 days total plus playoffs) from June 10, 2021 through August 13, 2021.

Quantity: 10

Size: 27" w x 45" h (2.25 " x 3.75" = 8.44 sq. ft.) (Just slightly over the 8 sq. ft. maximum size.)

Style: Sandwich board

Diane Davidson

From: Mark Ordway <mpordway66@gmail.com>
Sent: Thursday, April 8, 2021 8:37 AM
To: Diane Davidson
Subject: Falmouth Commodores Game Day sign variance request
Attachments: 2021 Falmouth Game Day sign variance.png; Game Today Sign.pdf

Diane,

I am sending you this email requesting a second sign variance to support our "Game Day" opportunity. The previous request was for the "Clinic" opportunity.

Our Board of Directors is preparing for the return of Falmouth Commodores baseball this summer, again participating in the Cape Cod Baseball League. To this end, we will once again seek a sign variance for placement of off-premise signs for the purpose of advertising the Falmouth Commodores Baseball Game-Day opportunity (previous requests from Linda Peters). The proposed signs would be placed at the following locations (permission of owners has been obtained):

1. Home of Rob Blomberg (559 Woods Hole Rd., Woods Hole)
2. Smitty's Ice Cream (326 East Falmouth Highway, E. Falmouth)
3. Waquoit Grain & Feed (411 Waquoit Highway, E. Falmouth)
4. Admiralty Inn (51 Teaticket Highway, E. Falmouth)
5. Seafood Sam's (356 Palmer Ave Falmouth)
6. Back gate of Guv Fuller park on Dillingham, Falmouth
7. Kinlin Grover (10 County Rd., North Falmouth)
8. West Falmouth Market (623 Rt. 28-A, Falmouth)
9. Black Dog Heights Café (465 Grand Ave., Falmouth)
10. Black Dog General Store (214 Main St., Falmouth)

- Our Game Today sign is an A-frame style, size 27"w x 45"h, illustrated in the below attachment. :
- The proposed signs would be put out on game days (22 total days + playoffs from 6/10 to 8/13) by the businesses.

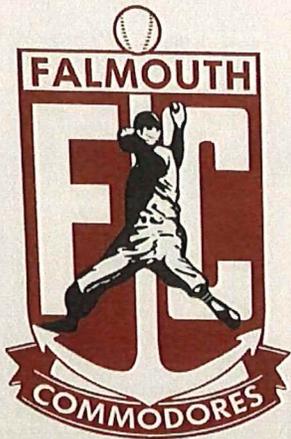
Thanks for you once again for all your previous help and let me know which selectmen's meeting we will be able to get placed on the agenda.

I attach a copy of the permit request. Please let me know if you need any further information.

Regards,
Mark Ordway
Fan Relations Administrator
(781)367-3420
mpordway66@gmail.com

WWW.FALMOUTH.COM
1(800) 772-0350
U.S. PATENTS
7387888
Other patents pending

Falmouth Commodores Baseball



TODAY

@ Guv Fuller Field
Behind
Falmouth Rec. Building

**790 Main Street
Falmouth, MA 02540**

**GAME
TIME:**

For office use only:
 BD Permit#: _____ Fee*: _____ HDC App. #: _____ DRC App. #: _____

*The Sign Permit Fee is \$25.00 per sign, payable to the Town of Falmouth (special event and promotional signs under §180-30 are no charge) – please submit the required fee to the Building Department along with the completed sign permit application.

DATE: 4/8/2021
 STREET ADDRESS FOR PROPOSED SIGN(S): see attached list
 APPLICANT NAME: Mark Ordway PHONE: 781-367-3420
 MAILING ADDRESS: P.O. Box 808 ATTN: Chris Smellie TOWN/STATE/ZIP: Falmouth, MA 02541
 BUSINESS NAME: Falmouth Commodore Baseball Club
 BUSINESS OWNER: 501(c)(3) ADDRESS/PHONE: _____
 PROPERTY OWNER: see attached list ADDRESS/PHONE: _____
 CONTRACTOR / SIGN COMPANY: sign-o-rama
 ASSESSOR'S PARCEL ID: _____ ZONING DISTRICT: _____

IS THE PROPOSED SIGN LOCATED WITHIN A LOCAL HISTORIC DISTRICT? Y N
 If YES, the applicant must first submit this application to the Historic District Commission (HDC) for their approval. See attached 'Town of Falmouth Sign Permit Process and Required Submittals' for a detailed description of the HDC requirements.

FREESTANDING SIGN(s) § 184-25; Projecting sign(s) § 184-35
 List number and sizes of each sign that presently exist for each street frontage: _____
 Area of proposed standing sign is: _____ x _____ = _____ square feet.
 Do the frames, borders, etc. exceed 8 square feet in area? Y / N
 The proposed standing sign will be set back from _____ street line _____ feet.

WALL SIGN(s) § 184-37; Awning(s) § 184-22
 List number and sizes of each wall and roof sign that presently exist on building: _____
 Size of proposed wall sign is: _____ x _____ = _____ square feet.
 The lineal frontage of the wall supporting the sign is: _____ lineal feet.
 The proposed sign will face _____ street/parking lot

ROOF SIGN(s) § 184-37
 List number and sizes of each wall and roof sign that presently exist on building: _____
 Size of proposed roof sign is: _____ x _____ = _____ square feet.
 The wall that the sign will be above is: _____ lineal feet.

PROMOTIONAL/SPECIAL EVENT SIGN(s) § 184-30
 Size of proposed sign is: _____ x _____ = _____ square feet.
 Start date: _____; End date: _____ Total number of days that the sign will be displayed: _____

If the sign is eight (8) square feet or greater, this application must be submitted the Design Review Committee (DRC) for approval. See attached 'Town of Falmouth Sign Permit Process and Required Submittals' for a description of the DRC requirements.

OFF-PREMISES SIGN(s) § 184-32; VARIANCE § 184-20
The Board of Selectmen must approve all off-premise signs.
 Proposed location: see attached list Size: 8 8 square feet. GAME DAY SIGN
 Board of Selectmen License No.: _____ (20 feet x 4.0 feet)
 (Note: A copy must be attached)

INSTRUCTIONS TO APPLICANT: (1) Attach a separate sheet with a site plan showing the location of the proposed sign on the lot as well as a sketch of the proposed sign with dimensions and the approximate appearance. (2) All signs in local Historic Districts must receive approval from the Historic District Commission (HDC) before the sign permit application is filed with the building department. (3) All applications for signs at a size of eight (8) square feet or greater that are located outside of local historic districts must be submitted to the Design Review Committee (DRC) for approval.

Mark Ordway 4/8/2021
 Signature of Applicant Date
 _____ or _____
 Historic District Commission Date Design Review Committee Date
 With the following conditions: _____

 Building Commissioner/Inspector Date
 With the following conditions: _____

11. Request for Sign Variance – Off-Premise Signs – Falmouth
Commodores – Baseball Clinics

Falmouth Commodores Baseball Clinic Signs:

Request for off-premise promotional signs.

Locations:

1. North Falmouth Elementary School (62 Old Main Rd., North Falmouth)
2. Morse Pond (323 Jones Road, Falmouth)
3. East Falmouth School (33 Davisville Rd., East Falmouth)
4. Mullen-Hall School (130 Katharine Lee Bates Road, Falmouth)
5. Teaticket Elementary School (45 Maravista Ave. Ext., Teaticket)
6. Lawrence Middle School (113 Lakeview Ave., Falmouth)
7. Johnson Homes (143 Palmer Ave., Falmouth)
8. The Cape Cod Cooperative (660 North Falmouth Highway, North Falmouth)
9. The Cape Cod Cooperative (238 Worcester Court, Falmouth)
10. Rockland Trust (20 Davis Straits, Falmouth)
11. Rockland Trust (78 County Rd., North Falmouth)
12. Gus Cauty Community Center (790 Main St., Falmouth)
13. Dean's Market (580 North Falmouth #580A, North Falmouth, MA 02556)

Length of time: Late-April through Saturday, July 31, 2021.

Quantity: 13

Size: 3 square feet. Sign size is within the 8 sq. ft. maximum size.

Diane Davidson

From: Mark Ordway <mpordway66@gmail.com>
Sent: Wednesday, April 7, 2021 2:25 PM
To: Diane Davidson
Subject: Falmouth Commodores Variance Request for 2021 Baseball Clinic Signs
Attachments: Clinic sign (1).jpg; 2021 Falmouth Clinic sign variance.png

Dear Diane,

It's 2021, our 2020 program never got off to a start, so we will once again seek a sign variance for placement of off-premise signs for the purpose of advertising the Falmouth Commodores Baseball Clinics (previous requests from Linda Peters and myself). The proposed signs would be placed at the following locations (permission of owners has been obtained):

1. North Falmouth Elementary School (62 Old Main Rd., North Falmouth)
2. Morse Pond (323 Jones Road, Falmouth)
3. East Falmouth School (33 Davisville Rd., East Falmouth)
4. Mullen-Hall School (130 Katharine Lee Bates Road, Falmouth)
5. Teaticket Elementary School (45 Maravista Ave. Ext., Teaticket)
6. Lawrence Middle School (113 Lakeview Ave., Falmouth)
7. Johnson Homes (143 Palmer Ave., Falmouth)
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11. Rockland Trust (78 County Rd., North Falmouth)
12. Gus Canty Community Center (790 Main St., Falmouth)
13. Dean's Market (580 North Falmouth #580A, North Falmouth, MA 02556)

We would like to place the signs in late-April and will remove them no later than July 31st (the first day of the final session offered for the clinic this summer).

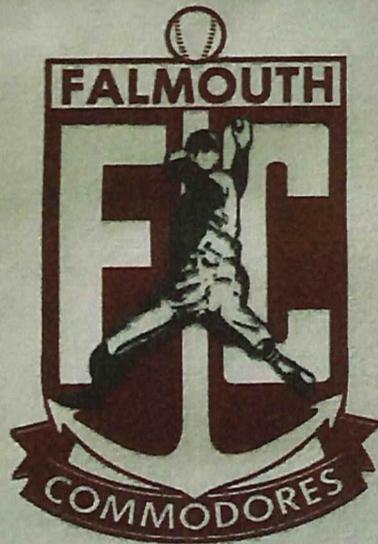
Please let me know if you need any further information. Can you let me know which selectmen's meeting we will be able to get placed on the agenda?

I attach images of the sign application and the sign itself.

Thanks for you once again for all your previous help.

Best,
Mark Ordway
Fan Relations Administrator
(781)367-3420
mpordway66@gmail.com

Falmouth Commodores



**BASEBALL
CLINICS**

**Tue-Fri Mornings
thru end of July**

falmouthcommodores.com

For office use only:
 BD Permit#: _____ Fee*: _____ HDC App. #: _____ DRC App. #: _____

*The Sign Permit Fee is \$25.00 per sign, payable to the Town of Falmouth (special event and promotional signs under §180-30 are no charge) – please submit the required fee to the Building Department along with the completed sign permit application.

DATE: 4/7/2021
 STREET ADDRESS FOR PROPOSED SIGN(S): see attached list
 APPLICANT NAME: Mark Ordway PHONE: 781-367-3420
 MAILING ADDRESS: P.O. Box 808 Attn: Chris Smellie TOWN/STATE/ZIP: Falmouth, MA 02541
 BUSINESS NAME: Falmouth Commodore Baseball Club
 BUSINESS OWNER: 501(2)(3) ADDRESS/PHONE: _____
 PROPERTY OWNER: see attached list ADDRESS/PHONE: _____
 CONTRACTOR / SIGN COMPANY: sign-o-rama
 ASSESSOR'S PARCEL ID: _____ ZONING DISTRICT: _____

IS THE PROPOSED SIGN LOCATED WITHIN A LOCAL HISTORIC DISTRICT? Y N
 If YES, the applicant must first submit this application to the Historic District Commission (HDC) for their approval. See attached 'Town of Falmouth Sign Permit Process and Required Submittals' for a detailed description of the HDC requirements.

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PROMOTIONAL/SPECIAL EVENT SIGN(s) § 184-30
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If the sign is eight (8) square feet or greater, this application must be submitted the Design Review Committee (DRC) for approval. See attached 'Town of Falmouth Sign Permit Process and Required Submittals' for a description of the DRC requirements.

OFF-PREMISES SIGN(s) § 184-32; VARIANCE § 184-20
The Board of Selectmen must approve all off-premise signs.
 Proposed location: see attached list Size: 3 square feet. (1.5 feet x 2.0 feet)
 Board of Selectmen License No.: _____ (Note: A copy must be attached)

INSTRUCTIONS TO APPLICANT: (1) Attach a separate sheet with a site plan showing the location of the proposed sign on the lot as well as a sketch of the proposed sign with dimensions and the approximate appearance. (2) All signs in local Historic Districts must receive approval from the Historic District Commission (HDC) before the sign permit application is filed with the building department. (3) All applications for signs at a size of eight (8) square feet or greater that are located outside of local historic districts must be submitted to the Design Review Committee (DRC) for approval.

Mark Ordway 4/7/2021
 Signature of Applicant Date

 Historic District Commission Date or Design Review Committee Date
 With the following conditions: _____

 Building Commissioner/Inspector Date
 With the following conditions: _____

12. Annual reappointment of Inspectors of Animals

Term: May 1, 2021 until April 30, 2022

Jenna (Correia) Silva, Inspector of Animals, Animal Control

Jessica Gow, Inspector of Animals, Animal Control

Scott McGann, Inspector of Animals, Health Agent

THE COMMONWEALTH OF MASSACHUSETTS

EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS



Department of Agricultural Resources

251 Causeway Street, Suite 500, Boston, MA 02114
617-626-1700 fax: 617-626-1850 www.mass.gov/agr



CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

KATHLEEN A. THEOHARIDES
Secretary

JOHN LEBEAUX
Commissioner

April 9, 2021

Nominating Authority:

Enclosed is the certificate of appointment for your Inspector of Animals. This appointment covers the inspector from May 1, 2021 until April 30, 2022. The nominating authority should retain this copy as proof of appointment. The animal inspector may choose to carry a copy of the certificate with them. A reduction to 35% on a photocopier will produce a legible wallet-sized copy.

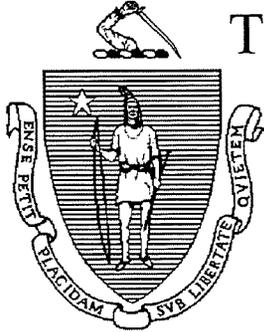
If you have any questions, please call Ashley Kraft at (617) 626-1810 or email Ashley.Kraft@mass.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael Cahill'.

Michael Cahill
Director
Division of Animal Health
Massachusetts Department of Agricultural Resources





THE COMMONWEALTH OF MASSACHUSETTS

DEPARTMENT OF AGRICULTURAL RESOURCES

DIVISION OF ANIMAL HEALTH

251 CAUSEWAY STREET, SUITE 500

BOSTON, MA 02114-2151

CERTIFICATE OF APPOINTMENT OF INSPECTOR OF ANIMALS

City / Town of Falmouth

Through April 30, 2022

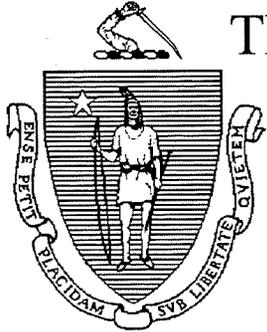
Notice is hereby given that I, Michael Cahill, acting under the authority of section 15 and 16 of Chapter 129 of the General Laws, as amended, do hereby approve the appointment of Jenna Correia as Inspector of Animals for the City or Town of Falmouth, County of Barnstable, Commonwealth of Massachusetts.

5/1/2021

Date Approved

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

Director of the Division of Animal Health



THE COMMONWEALTH OF MASSACHUSETTS

DEPARTMENT OF AGRICULTURAL RESOURCES

DIVISION OF ANIMAL HEALTH

251 CAUSEWAY STREET, SUITE 500

BOSTON, MA 02114-2151

CERTIFICATE OF APPOINTMENT OF INSPECTOR OF ANIMALS

City / Town of Falmouth

Through April 30, 2022

Notice is hereby given that I, Michael Cahill, acting under the authority of section 15 and 16 of Chapter 129 of the General Laws, as amended, do hereby approve the appointment of Jessica Gow as Inspector of Animals for the City or Town of Falmouth, County of Barnstable, Commonwealth of Massachusetts.

5/1/2021

Date Approved

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

Director of the Division of Animal Health



THE COMMONWEALTH OF MASSACHUSETTS

DEPARTMENT OF AGRICULTURAL RESOURCES

DIVISION OF ANIMAL HEALTH

251 CAUSEWAY STREET, SUITE 500

BOSTON, MA 02114-2151

CERTIFICATE OF APPOINTMENT OF INSPECTOR OF ANIMALS

City / Town of Falmouth

Through April 30, 2022

Notice is hereby given that I, Michael Cahill, acting under the authority of section 15 and 16 of Chapter 129 of the General Laws, as amended, do hereby approve the appointment of Scott McGann as Inspector of Animals for the City or Town of Falmouth, County of Barnstable, Commonwealth of Massachusetts.

5/1/2021

Date Approved

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

Director of the Division of Animal Health

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

Please note: The minutes are still being prepared.

16. Town Manager's Report

REPORT

TO: Falmouth Select Board

FROM: Julian M. Suso 

DATE: April 23, 2021

- The Board's upcoming virtual meeting on Monday, April 26 includes a challenging agenda with a variety of topics.
- You will be considering a large number of housekeeping items under "Summary of Actions," including: (1) a vote to advance the proposed Winthrop Drive project to the Planning Board for their required review/action prior to the upcoming June Town Meeting. (2) my request for your approval to execute a three-year extension of the existing Woods Hole Parking agreement with the Steamship Authority which has functioned successfully as well as my request to authorize my executing an extension of the companion agreement with the Woods Hole Business Association to manage a portion of this parking area to the continued benefit of several Woods Hole businesses. (Beth Colt from the WHBA will be joining us in support of this extension). Both of these agreements are asked to be extended through December 31, 2024. (3) The Board had agreed to consider action on the proposed Water Conservation measures proposed at your recent meeting by Public Works. (4) Two draft letters encouraging matters in furtherance of clean water actions on the Cape to both the Barnstable County Commissioners and to the Town's Federal delegation.
- You will be considering annual permit waiver requests from multiple local entities, three a return from the past and one new. Be advised that the three returning waivers have, with you approval, been at a lower fee rate than the current permit amounts. Diane has so noted in your Board packet for your information should that question or issue arise.
- You will consider one retroactive approval for a special event which was not transmitted to the Town timely – involving World Tai Chi Day (tomorrow).
- I will be presenting to the Board a summary of the proposed Police Department main floor renovation, which unfortunately had not been available timely to allow this presentation to you prior to the April 12 Town Meeting. I recognize and take responsibility for the challenge this also presented to the Finance Committee when it acted on April 12. I am asking for the Board's support for this significant enhancement to Police

Department operations and their ability to provide effective customer service. I am asking for consideration of returning for consideration at the upcoming November Town Meeting. We are planning a companion, complete presentation to the Finance Committee in the future as well. The full presentation is included in your Board packet.

- Building Commissioner Rod Palmer will be joining us once again for an updated Report and discussion on building permits. Included with your Board packet is a brief written update from Rod as well. It appears that the number of “active” permits has decreased from 109 on April 5 to 79 as of April 21 – progress, but we recognize that more progress is important and the work in furtherance of this continues.
- We are planning a brief power point status update on the matter of the anticipated lease for veterans’ use of the former Senior Center building. This is a work in progress. As you know, this fundamentally involves an unfortunate disagreement between two important veterans’ organizations which has complicated coming to closure.
- There will be a discussion of the topic of storm water management, in furtherance of the federal clean water act requirements. As you may know, this is an issue which has been recently raised in local media. I have asked Public Works to join us to summarize the Town’s ongoing work in this area and what lies ahead in furtherance of fulfilling the Town’s responsibilities.
- EDIC has asked to make a presentation on their recently-completed Broadband study. We are yet awaiting their confirmation that their consultant is available to join us on Monday evening.
- I am asking the Board to consider affirming the establishment of a Sandwich Road Fire Station Building Committee, and have included a draft Mission Statement for your review. Given the recent action of Town Meeting necessary for us to have the appropriation to proceed, we are involved in procurement for the required Owner’s Project Manager and – when the OPM is on board - we will be following the appropriate steps to secure a qualified Project Architect to work with in close collaboration with the Building Committee.